

No. 12478

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**CANADA  
and  
NIGERIA**

**Agreement regarding the terms and conditions of service of Canadian armed forces personnel on secondment to the Nigerian armed forces (with schedule). Signed at Lagos on 25 June 1964**

*Authentic text : English.*

*Registered by Canada on 3 May 1973.*

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**CANADA  
et  
NIGÉRIA**

**Accord concernant les conditions de service du personnel des forces armées canadiennes détaché auprès des forces armées nigérianes (avec tableau). Signé à Lagos le 25 juin 1964**

*Texte authentique : anglais.*

*Enregistré par le Canada le 3 mai 1973.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF CANADA AND  
THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA  
REGARDING THE TERMS AND CONDITIONS OF SERVICE OF  
CANADIAN ARMED FORCES PERSONNEL ON SECONDMENT  
TO THE NIGERIAN ARMED FORCES

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The Government of Canada and the Government of the Federal Republic of Nigeria hereinafter referred to as "Canada" and "Nigeria" respectively.

Considering that Nigeria has requested Canada to provide officers and men of the Canadian Forces to assist in the training of the Armed Forces of Nigeria;  
Have agreed as follows :

PART I. GENERAL

*Article I (Definitions)*

1. In this Agreement :

(a) "Canadian Armed Forces Training Team" means the element of the Canadian Forces present in the territory of Nigeria under this Agreement;

(b) "Canadian Armed Forces Liaison Officer" means the senior officer designated by Canada to command the Canadian Armed Forces Training Team made available to the Armed Forces of Nigeria;

(c) "Member" means a member of the Canadian Armed Forces Training Team and includes, for purposes of part II except articles VII, VIII, and IX, a member of the Canadian Forces present in the territory of Nigeria in the execution of official duties in connection with the purpose of this Agreement;

(d) "Dependent" means a person depending on a member for support;

(e) "Military authorities of Canada" means those authorities of Canada who are empowered by the law of Canada to enforce the military law of Canada;

(f) "Official duty" includes any act done by a member in the course of his service in Nigeria pursuant to this Agreement whether the order, instruction or direction under which he acts is given by a Canadian or Nigerian superior officer; and

(g) "Residential service" means service performed by a member in Nigeria.

*Article II (Composition and Purpose of Team)*

2. Canada may make available from time to time to Nigeria personnel from the Canadian Armed Forces to serve as part of the Canadian Armed Forces Training Team under the command of the Canadian Armed Forces Liaison Officer to assist the military authorities of Nigeria in the training of the Armed Forces of Nigeria on the terms and conditions hereinafter provided. The composition of the Team at any one time shall be as agreed between Canada and Nigeria.

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<sup>1</sup> Came into force on 25 June 1964 by signature, with retroactive effect from 16 June 1964, in accordance with article XXIX.

*Article III (Command, etc.)*

3. Without prejudice to his status as a member of the Canadian Forces, a member shall, in relation to the Armed Forces of Nigeria, be treated and have over other members of the Armed Forces of Nigeria the like powers of command as if he were a member of the Armed Forces of Nigeria and shall obey an order or instruction given by an officer of the Armed Forces of Nigeria of superior relative rank provided that such order or instruction is consistent with his duties under this Agreement and Canadian military law and would, if given pursuant to such military law, constitute a lawful command.

4. Members, having been made available for training purposes, shall not be employed in connection with other activities except with the approval of Canada and, in particular,

- (a) shall not participate in aid of the civil power or in any form of combat operation either in or out of Nigeria;
- (b) shall not perform any function, duty or act that is incompatible or inconsistent with their oaths of allegiance to Her Majesty, Queen Elizabeth the Second of Canada, or inconsistent with the purpose of this Agreement;
- (c) shall be governed by the military law of Canada; and
- (d) shall not be subject to the military law of Nigeria or to the jurisdiction of service tribunals of the Armed Forces of Nigeria.

5. Members shall take precedence over members of the Armed Forces of Nigeria of relative rank according to their respective dates of appointment to their rank.

## PART II. STATUS

*Article IV (Observance of the Laws of Nigeria)*

6. It is the duty of the Canadian Armed Forces Training Team, members and dependents to respect the laws of Nigeria and to abstain from any activity inconsistent with the spirit of this Agreement, and, in particular, to abstain from any political activity in Nigeria. It is also the duty of Canada to take necessary measures to that end.

*Article V (Jurisdiction)*

7. Subject to this article,

- (a) the military authorities of Canada shall have the right to exercise within Nigeria all criminal and disciplinary jurisdiction conferred on them by the law of Canada over all persons subject to Canadian military law; and
- (b) the authorities of Nigeria shall have jurisdiction over members and their dependents with respect to offences committed within the territory of Nigeria and punishable by the law of Nigeria.

8. (a) The military authorities of Canada shall have the right to exercise exclusive jurisdiction over persons subject to the military law of Canada with respect to offences punishable by the law of Canada, but not by the law of Nigeria.

(b) The authorities of Nigeria shall have the right to exercise exclusive jurisdiction over members and their dependents with respect to offences punishable by the law of Nigeria but not by the law of Canada.

9. In cases where the right to exercise jurisdiction is concurrent, the following rules shall apply;

- (a) The military authorities of Canada shall have the primary right to exercise jurisdiction over a person subject to the military law of Canada in relation to
  - (i) offences solely against the property or security of Canada, or offences solely against the person or property of a member or of a dependent; and
  - (ii) offences arising out of any act done or omission to do anything in the performance of official duty.
- (b) In the case of any other offence, the authorities of Nigeria shall have the primary right to exercise jurisdiction.
- (c) If the Government having the primary right decides not to exercise jurisdiction, it shall notify the other Government as soon as practical. The authorities of the Government having the primary right shall give sympathetic consideration to a request from the authorities of the other Government for a waiver of its right in cases where that other Government considers such waiver to be of particular importance.

10. The foregoing provisions of the article shall not imply any right for the military authorities of Canada to exercise jurisdiction over persons who are nationals of or ordinarily resident in Nigeria unless they are persons subject to the military law of Canada.

11. (a) The authorities of Nigeria and Canada shall assist each other in the arrest of members or their dependents in the territory of Nigeria and in handing them over to the authority which is to exercise jurisdiction in accordance with the above provisions.

(b) A member may exercise in respect of members of the Armed Forces of Nigeria powers of arrest as if he were a member of the Armed Forces of Nigeria of relative rank.

(c) A member of the Armed Forces of Nigeria may exercise in respect of members, powers of arrest as if he were a member of the Canadian Forces of relative rank but any member so arrested shall be handed over to the military authorities of Canada for custody.

(d) The civil authorities of Nigeria shall notify promptly the military authorities of Canada of the arrest of any member or dependent.

(e) An accused member over whom Nigeria is to exercise jurisdiction shall, if he is in the custody of the military authorities of Canada, remain in Canadian custody until he is charged by Nigeria.

12. (a) The authorities of Nigeria and Canada shall assist each other in the carrying out of all necessary investigations into offences, and in the collection and production of evidence, including the seizure and, in proper cases, the handing over of objects connected with an offence. The handing over of such objects may, however, be made subject to their return within the time specified by the authority delivering them.

(b) The authorities of Canada and Nigeria shall notify one another of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.

13. (a) A death sentence shall not be carried out in Nigeria by the authorities of Canada if the legislation of Nigeria does not provide for such punishment in a similar case.

(b) The authorities of Nigeria shall give sympathetic consideration to a request from the authorities of Canada for assistance in carrying out a sentence of imprisonment pronounced by the authorities of Canada under this article within the territory of Nigeria.

14. Where an accused has been tried in accordance with this article by the authorities of either Canada or Nigeria and has been acquitted or convicted, he may not be tried again for the same offence within Nigeria by the authorities of the other. Nothing in this paragraph shall prevent the military authorities of Canada from trying a member for any violation of rules of discipline arising from an act or omission which constituted an offence for which he was tried by the authorities of Nigeria.

15. Whenever a member or a dependent is prosecuted under the jurisdiction of Nigeria, he shall be entitled

- (a) to a prompt and speedy trial;
- (b) to be informed, in advance of trial, of the specific charge or charges made against him;
- (c) to be confronted with the witnesses against him;
- (d) to have compulsory process for obtaining witnesses in his favour, if they are within the jurisdiction of Nigeria;
- (e) to have legal representation of his own choice for his defence or to have free or assisted legal representation under the conditions prevailing for the time being in Nigeria;
- (f) if he considers it necessary, to have the services of a competent interpreter; and
- (g) to communicate with a representative of the Government of Canada and, when the rules of the court permit, to have such a representative present at his trial.

16. The military authorities of Canada may take all appropriate measures to ensure the maintenance of order of the Canadian Armed Forces Training Team.

#### *Article VI (Security)*

17. Nigeria shall take the action necessary to ensure the security and protection within Nigeria of equipment, property, records and official information of Canada and the persons and property of members and their dependents.

18. The military authorities of Canada shall take the measures necessary to ensure that a member shall not divulge or disclose to any foreign government or to any unauthorized person, any classified matter of which he may become cognizant in his capacity as a member. This obligation shall continue after the termination of the services of the member in Nigeria and after the termination of this Agreement.

#### *Article VII (Claims)*

19. Nigeria and Canada waive all claims against each other and a member of their Armed Forces for damage to any property owned by Nigeria or Canada if such damage was caused by such member acting in the course of his official duties.

20. Canada and Nigeria waive all claims against each other for injury or death suffered by a member or a member of the Armed Forces of Nigeria while either member is engaged in the performance of his official duties.

21. A claim against Canada or a member arising out of an act done or an omission to do anything by a member, done or omitted in the performance of official duty, shall be assimilated to, and be dealt with as if it were, a claim arising out of the activities of the Armed Forces of Nigeria.

22. A member shall not be subject to any proceedings for the enforcement of any judgment given against him in Nigeria in a matter arising from the performance of his official duties.

23. All costs incurred in satisfying a claim or judgment arising as aforesaid shall be borne by Nigeria.

24. Canada shall not claim immunity from the jurisdiction of the courts of Nigeria for a member in respect of the civil jurisdiction of the courts of Nigeria except to the extent provided in paragraph 22.

#### *Article VIII (Taxation)*

25. Where the legal incidence of any form of taxation in Nigeria depends upon residence or domicile, periods during which a member is in the territory of Nigeria shall not be considered as periods of residence therein, nor as creating a change of residence or domicile for the purposes of such taxation. A member shall be exempt from taxation in Nigeria on the salary and emoluments paid to him as such by Canada and on any tangible movable property the presence of which in Nigeria is due solely to his temporary presence there.

26. Nothing in this article shall prevent taxation of a member with respect to any profitable enterprise other than his employment as such member in which he may engage in Nigeria, and, except as regards his salary and emoluments and the tangible movable property referred to in paragraph 25, nothing in this article shall prevent taxation to which, even if regarded as having his residence or domicile outside the territory of Nigeria, such a member is liable under the law of Nigeria.

27. A member shall not be required to make payment or be subject to any deduction for contributions to any scheme for national development, enforced savings or similar plan.

28. Nothing in this article shall apply to customs duties and all other duties and taxes payable on importation or exportation, as the case may be.

#### *Article IX (Customs and Purchase Tax Privileges)*

29. The Canadian Armed Forces Training Team may import free of customs duties, purchase tax and other such charges, materials, supplies and equipment for the exclusive official use of the Team and members.

30. Official documents of the Team under official seal shall not be subject to customs inspection.

31. A member may, at the time of his first arrival in Nigeria, or at the time of the first arrival of any dependent to join him, import his furniture, household goods and personal effects free of customs duty, purchase tax and other such charges for the terms of his service. For the purpose of this provision, "the time of first arrival" means the date of arrival in Nigeria or any date within two months thereafter. It is understood and agreed that the time limit will be extended in cases where its imposition would result in an inequitable hardship on the member.

32. A member may import for his personal use and that of his dependents a motor vehicle free of customs duty, purchase tax or other such charges on one occasion during the first six months of his residential service.

33. Import customs and other duties and taxes shall be paid according to the applicable Nigerian laws and regulations on any part of a member's furniture, household goods and personal effects (including a motor vehicle) imported into Nigeria

free of customs duty and sold or otherwise disposed of in Nigeria to any person not entitled to exemption of customs duty.

34. The things imported pursuant to paragraphs 29, 31 and 32 may be exported free of customs duties and other such charges.

35. Canada, in co-operation with the authorities of Nigeria shall take such measures as are necessary to prevent abuse of customs, purchase tax and other privileges granted to the Canadian Armed Forces Training Team, members and dependents.

#### *Article X (Local Procurement)*

36. Members and their dependents may purchase locally goods necessary for their own consumption, and such services as they need, under the same conditions as nationals of Nigeria.

37. Nigeria shall at its expense provide members and their dependents with all necessary medical and dental treatment and hospital care at the same standard and on the same conditions as that provided for equivalent personnel of the Armed Forces of Nigeria.

#### *Article XI (Immigration and Alien Controls)*

38. On entry into or exit from Nigeria, a valid Canadian passport shall on request be produced by a member or a dependent to the Nigerian immigration authorities.

39. If entry permits are required for members or their dependents, Nigeria shall provide them free of charge.

40. In so far as members and their dependents are required under Nigerian regulations to secure Immigration Certificates these will be issued to them in the same manner to non-Nigerian personnel serving in the Nigerian Armed Forces and their dependents.

#### *Article XII (Driving Permits)*

41. Nigeria shall accept as valid, without a driving test the driving permit or licence, or military driving permit, issued by Canada or a subdivision thereof to a member or may in lieu thereof, issue, without a driving test, its own permit or licence.

#### *Article XIII (Dress)*

42. The dress of members shall be governed by relevant Canadian military orders.

#### *Article XIV (Arms)*

43. Members may possess and carry military arms in accordance with relevant Canadian military orders, having due regard to the custom and practice of the Armed Forces of Nigeria.

#### *Article XV (Deceased Members and their Estates)*

44. The military authorities of Canada shall have the right to take charge of and deal with the body of a member who dies in Nigeria and may dispose of his personal property after the debts of the deceased member incurred in Nigeria and owing to persons ordinarily resident therein are paid.

## PART III. TERMS OF SERVICE

*Article XVI (Length of Tour)*

45. Members normally will serve in Nigeria for a tour of two years' duration including sixty days' leave at mid-tour.

46. The Canadian Armed Forces Liaison Officer may at his discretion after consultation with the Nigerian authorities direct any member to serve a shorter tour in the interests of the Armed Forces of Nigeria or the Canadian Armed Forces.

*Article XVII (Leave)*

47. Members will be granted sixty days' mid-tour leave. All mid-tour leave granted will include travelling time outside Nigeria for which no extra time will be allowed. Mid-tour leave will be taken in a temperate climate.

48. Casual leave may be granted to a member in accordance with Nigerian Armed Forces regulations.

49. Sick leave will be granted to members at the discretion of the Director of Medical Services of the Armed Forces of Nigeria. Sick leave will not count against other leave entitlements.

50. Compassionate leave to Canada will be granted to members under the Canadian military regulations in effect at the time, and such leave will count against other leave entitlements. When a member is granted compassionate leave within three months of completing his normal residential service in Nigeria, his residential service will be considered to have been terminated. This paragraph shall be reviewed by the Governments after the expiration of twelve months after the effective date of this Agreement.

*Article XVIII (Rank and Promotion)*

51. Members will remain eligible for promotion under Canadian military regulations.

*Article XIX (Pay and Allowances)*

52. (1) Canada shall be responsible for the issue of all Canadian pay and allowances to members, including, subject to (2) of this paragraph, allowances normally payable while a member is serving outside Canada.

(2) Nigeria shall reimburse Canada for those allowances that are paid to members by virtue of their employment outside Canada at the rate of exchange in effect at the time such payments are made.

*Article XX (Nigerian Allowances)*

53. Allowances provided by Nigeria under this article will be paid from the date of arrival in Nigeria of a member until the date of his final departure inclusive.

54. Subject to paragraph 37, Nigeria agrees to issue at its expense, rations to all members who are in hospital or on field training exercises in Nigeria and to their dependents who are in hospital.

55. Nigeria agrees to pay allowances to members under the same regulations and under the same rates as are applicable to Nigerian military personnel in respect of vehicle maintenance, travelling, motor mileage and related expenditures.

56. Nigeria agrees to pay an entertainment allowance at the rates, and under the conditions applicable in the Armed Forces of Nigeria.



*Article XXI (Issue of Emoluments by Nigeria)*

57. Nigeria agrees that all emoluments payable by Nigeria will be paid under arrangements to be made between the Chief Accountant of the Ministry of Defence and the Canadian Armed Forces Liaison Officer.

*Article XXII (Transportation and Travelling Expenses)*

58. For the purposes of this article :

- (a) the family of a member is defined as his wife and children normally resident in his household; and
- (b) a child must be under the age of eighteen years on the date of arrival in Nigeria or have reached that age during the member's residential service.

59. (1) Subject to (2) of this paragraph and to paragraph 61, Canada shall provide :

- (a) return transportation for members and their families between Montreal or other port of embarkation in North America and the station in Nigeria at the beginning and end of residential service;
- (b) return transportation for all members and their families on mid-tour leave between their station in Nigeria and their selected place of leave;
- (c) return transportation for any member granted compassionate leave under article XVII of this Agreement;
- (d) return transportation of children not resident with the member once during each tour, provided that any such child remains in Nigeria for a minimum period of fourteen days; and
- (e) normal travel expenses applicable to the Canadian Forces travelling abroad to all passengers transported under this paragraph.

(2) Nigeria shall reimburse Canada at the rate of exchange in effect at the time they are incurred, for the costs incurred under (1) of this paragraph, except:

- (a) in respect of costs of transportation of children in a family, Nigeria shall be liable to reimburse Canada not more than the cost of two first-class adult fares; and
- (b) in respect of transportation and travelling expenses incurred for mid-tour leave, Nigeria shall be liable to reimburse not more than the costs that would be incurred had a member selected Vancouver, Canada, as his place of leave.

60. All transportation under this article by sea or air is to be by the most direct and most economical route subject to the availability of the passage required in accordance with the table set out in the schedule to this Agreement.

61. Subject to paragraph 59 of this Agreement, Canada agrees to provide at its expense, for transportation and travelling expenses incurred within Canada in accordance with Canadian military regulations governing movement of members of the Canadian Armed Forces.

*Article XXIII (Baggage Allowance)*

62. For the purpose of this article, "conveyance of baggage" includes the cost of packing and crating within the prescribed limits.

63. (1) Subject to reimbursement by Nigeria in accordance with (2) of this paragraph, Canada shall provide for the conveyance between Canada and Nigeria and return of baggage of members and their families transported under (a) of paragraph 59, paragraphs 72, 73, 74 and 75 of this Agreement.

(2) Nigeria shall reimburse Canada at the rate of exchange in effect at the time they are incurred, for costs incurred under (1) of this paragraph for the conveyance of baggage to the following extent :

(a) Sea travel—up to three shipping tons each for the member and his wife and one shipping ton for each of not more than two children.

(b) Air travel

(i) 120 pounds air freight each for the member and his wife; and

(ii) where air transportation is provided conveyance of unaccompanied baggage by sea up to three shipping tons each for the member and his wife and one shipping ton for each of not more than two children.

(3) Nigeria shall provide free conveyance of baggage within Nigeria.

64. Nigeria agrees that all or part of the baggage allowance under this Article may be commuted for a cash payment to the member towards the shipment of one motor vehicle.

#### *Article XXIV (Accommodation)*

65. Nigeria agrees that married quarters will be allotted to members entitled to such accommodation in accordance with the Armed Forces of Nigeria system in effect at the time.

66. Nigeria agrees to provide married quarters to those members entitled to them, which will be partly furnished in accordance with the scales of the Armed Forces of Nigeria and will include hard furnishings such as beds, mattresses, dressing tables, chests of drawers, dining tables, chairs, sideboards, easy chairs, writing tables, occasional tables, book case, refrigerator, electric stove, kitchen table, bathroom heater, bath, and hand washbasin.

67. Nigeria agrees that married quarters provided under this article will be made available at the standard rents applicable to members of the Armed Forces of Nigeria.

68. Nigeria agrees to provide unaccompanied married, or single, members with quarters at its expense.

#### *Article XXV (Dangerously Ill Personnel)*

69. When an unaccompanied married member is placed on the dangerously ill list and the medical officer attending him so recommends, Nigeria agrees to pay the full cost of return air transportation between the port of embarkation in Canada and the member's station in Nigeria of his wife.

#### *Article XXVI (Servants)*

70. Nigeria agrees to provide servants for all members in accordance with the regulations of the Armed Forces of Nigeria in effect at the time.

#### *Article XXVII (Withdrawal of Personnel and Termination of Employment)*

71. For the purposes of this article, "family" has the same meaning as in paragraph 58.

72. If a member neglects or refuses or, for any disciplinary reason, becomes unable to perform his duties or misconducts himself, Nigeria, in consultation with the Canadian Armed Forces Liaison Officer, may terminate his service with the Armed

Forces of Nigeria. The member and his family will be returned to Canada in accordance with the provisions of article XXII and XXIII of this Agreement.

73. If for reasons other than those mentioned in paragraphs 72 and 74 Canada considers it necessary to withdraw a member and a replacement officer is provided at the request of Nigeria, the member and his family will be returned to Canada in accordance with article XXII and XXIII except that Nigeria shall be liable to reimburse Canada for transportation and travelling expenses and conveyance of baggage incurred in the movement of the member withdrawn and his family to and from Nigeria in an amount that has the same ratio to expenses incurred as the expired portion of the member's residential service has to two years.

74. If a member is found to be physically, temperamentally or otherwise unsuitable and is, as a result unable to complete his tour of duty, he and his family will be returned to Canada in accordance with article XXII and XXIII.

75. In the event of the death of a member while serving with the Armed Forces of Nigeria, his family, if in Nigeria, will be returned to Canada in accordance with the provisions of articles XXII and XXIII of this Agreement. Expenses in connection with or grants towards the cost of the funeral of the deceased member will be borne by Nigeria under the same regulations as apply to the Canadian Armed Forces.

76. Canada reserves the right to withdraw the Team from service in Nigeria should conditions arise which Canada considers make such action necessary. In such event Canada will be responsible for arranging the return of the members and their families, if in Nigeria, from Nigeria to Canada at the expense of Canada.

#### PART IV. FINAL PROVISIONS

##### *Article XXVIII (Revision)*

77. Either of the Governments may at any time request the revision of any article of this Agreement.

##### *Article XXIX (Commencement and Termination)*

78. This Agreement shall enter into force upon signature and shall be deemed to be effective from the 16th day of June 1964. It shall remain in force until terminated by one of the following methods :

- (a) by either of the Governments with six months' written notice to that effect given to the other Government;
- (b) without complying with subparagraph (a) of this article, by the recall of the Canadian Armed Forces Training Team by Canada where such recall is in the public interest of Canada; or
- (c) without complying with subparagraph (a) of this article, by the recall without previous notification if Nigeria decides that such termination is in the public interest of Nigeria.

IN WITNESS WHEREOF the undersigned duly authorized thereto have signed this Agreement.

DONE in Lagos this 25th June in the year 1964 in English language.

For Nigeria:  
ALHAJI RIBADU  
For Canada :  
THOMAS CARTER

## SCHEDULE

*Article XXII.* PASSAGE ENTITLEMENT

Personnel entitled	<i>By rail</i> in UK and Continental Europe		<i>By sea</i> (Transatlantic)			<i>By sea</i> United Kingdom and West Africa		<i>By air</i> Transatlantic and West African Services	
	<i>1st</i>	<i>2nd</i>	<i>1st</i>	<i>Cabin</i>	<i>Tourist</i>	<i>1st</i>	<i>Cabin</i>	<i>1st</i>	<i>Economy</i>
Major or an officer below that rank or equivalent	A	B	A	B	C	A	B	B	A
WO 1 or equivalent	B	A	B	A	C	A	B	B	A
WO 2 or a man below that rank or equivalent	B	A	C	B	A	A	B	B	A

NOTE. Accommodation is designated A, B, or C. It should be supplied in that order of preference, according to its availability.