

No. 18029

**FRANCE
and
NIGERIA**

**Agreement on economic and technological co-operation.
Signed at Paris on 10 May 1979**

Authentic texts: French and English.

Registered by France on 13 November 1979.

**FRANCE
et
NIGÉRIA**

**Accord de coopération économique et technologique. Signé
à Paris le 10 mai 1979**

Textes authentiques : français et anglais.

Enregistré par la France le 13 novembre 1979.

AGREEMENT¹ ON ECONOMIC AND TECHNOLOGICAL CO-OPERATION BETWEEN THE FEDERAL MILITARY GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA AND THE GOVERNMENT OF THE REPUBLIC OF FRANCE

The Federal Military Government of the Federal Republic of Nigeria and the Government of the Republic of France (hereinafter referred to as “the Contracting Parties”),

Wishing to reinforce the ties of friendship which unite the French and Nigerian peoples,

Desirous to promote and develop as much as possible the economic and technological co-operation between their two countries,

Conscious of the advantages that both countries can derive from such co-operation,

Have agreed as follows:

Article I. The Contracting Parties shall co-operate with and support each other, within the limits of their capabilities and resources, in solving problems of economic and technological character on the basis of equality and mutual benefit by the utilization of the latest achievements in science and technology whenever appropriate for the furtherance of the economic development of their countries.

Article II. The fields of co-operation envisaged in article I above shall cover, *inter alia*, the following:

- (a) Establishment of industries;
- (b) Setting up and running joint industrial and technical enterprises;
- (c) Promoting development projects of common interest, i.e., telecommunications, housing, agriculture, road and ports, etc.;
- (d) Provision of consultancy services;
- (e) Exchange and purchase of licences, scientific and technical know-how;
- (f) Extending facilities for surveys, feasibility studies, research and execution of pilot projects in various fields such as power generation, geological studies, rural development etc.;
- (g) Exchange of experts and advisers as well as the training of counterparts;
- (h) Arrangement of training programme, organization of study tours and seminars;
- (i) Organizing exhibitions;
- (j) Any other form of co-operation that may be agreed upon by both Contracting Parties.

¹ Came into force on 10 May 1979 by signature, in accordance with article IX (1).

Article III. The implementation of economic, and technological co-operation on the projects envisaged in article II shall be arranged under separate programmes, agreements and contracts.

Article IV. 1. Any economic survey teams, technical experts, research missions, consultant engineers and others nominated by one Contracting Party who have carried out any studies or survey in the territory of the other Contracting Party under this Agreement shall prepare reports on their work and deposit copies of such reports with the said other Contracting Party.

2. Each Contracting Party undertakes that it shall keep confidential any documents, information or data received or otherwise coming into its possession in the process of the implementation of this Agreement and shall not give such documents or copies thereof and such information or data to any other Party without the prior written approval of the other Contracting Party.

Article V. 1. Any person nominated by one Contracting Party in fulfilling any obligations in the territory of the other Contracting Party under this Agreement, or under any separate protocols or agreements made thereunder, shall restrict his activities in the said territory to matters relating to the Agreement, protocols or agreements and shall observe the laws and regulations in force in the host country. Nothing in this clause shall limit the social activities of such persons provided such activities are in conformity with the spirit of friendship between both countries.

2. Such persons shall carry out their duties in close consultation with the other Contracting Party or with persons or bodies nominated by it and shall comply with any instructions issued by the other Contracting Party as may be appropriate to the nature of their duties under the respective protocols or agreements.

Article VI. 1. With a view to ensuring the implementation of this Agreement, a Joint Economic Commission shall be established which shall be composed of representatives of both Contracting Parties. The Commission shall meet at the request of either Contracting Party alternately in the capitals of the two States.

2. The Commission shall have the duty of:

- (i) Promoting and co-ordinating the economic and technological co-operation between the two Contracting Parties;
- (ii) Considering proposals aimed at the effective implementation of the Agreement; and
- (iii) Working out proposals for the purpose of removing obstacles that may arise during the execution of any projects established under this Agreement.

Article VII. 1. The Federal Military Government of the Federal Republic of Nigeria hereby designates the Federal Ministry of Economic Development, and the Government of the Republic of France hereby designates the Ministry of Economy as the appropriate organs for the purpose of implementing this Agreement and other matters relating thereto.

2. Each Contracting Party shall have the right to designate, in writing, at any time, any other appropriate body, organization or Ministry in place of any of the ones already designated in the preceding paragraph.

Article VIII. The Contracting Parties to this Agreement shall strive to settle any problem, dispute or differences between them and connected with this Agreement through mutual negotiation.

Article IX. 1. This Agreement shall enter into force on the date of signature and shall be in force for a period of five years thereafter.

2. This Agreement shall automatically be extended for additional periods of one year each, unless either Party notifies the other of the intention to terminate the Agreement ninety days prior to the expiration of each period of one year.

3. At the expiration or termination of this Agreement, its provisions and the provisions of any separate protocols, contracts or agreements made in that respect shall continue to govern any unexpired and existing obligations or projects, assumed or commenced thereunder. Such obligations or projects shall be carried on to completion.

IN WITNESS WHEREOF, the representatives of the two Contracting States, duly authorized thereto, have signed this Agreement.

DONE in Paris, the Republic of France, this 10th day of May 1979, in two originals, in the English and French languages, each original being equally authentic.

Signed: [Signed]
For and on behalf of the Federal Military Government of the Federal Republic of Nigeria

Signed: [Signed]
For and on behalf of the Government of the Republic of France

Name: G. DOVE-EDWIN

Name: J. F. DENIAU

Title: Ambassador

Title: Ministre [du] commerce extérieur¹

¹ Minister of Foreign Trade.