

No. 17507

**UNITED STATES OF AMERICA
and
NIGERIA**

Air Transport Agreement (with annex and memorandum of understanding of 4 November 1977). Signed at Lagos on 27 April 1978

Authentic text: English.

Registered by the United States of America on 22 January 1979.

**ÉTATS-UNIS D'AMÉRIQUE
et
NIGÉRIA**

Accord relatif aux transports aériens (avec annexe et mémorandum d'accord du 4 novembre 1977). Signé à Lagos le 27 avril 1978

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 22 janvier 1979.

AIR TRANSPORT AGREEMENT¹ BETWEEN THE FEDERAL MILITARY GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

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

Considering that the Federal Republic of Nigeria and the United States of America are Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944,² and

Recognizing the increasing importance of international air transport between their two countries and desiring to conclude an agreement supplementary to the said Convention for the purpose of formally establishing bilateral air transport services between (including intermediate points) and beyond their respective territories,

Have agreed as follows:

Article 1. DEFINITIONS

For the purpose of the present Agreement and any annex attached thereto, unless the context otherwise requires, the following terms have the meanings hereby assigned to them:

(a) “Agreement” means the present Agreement, the annex attached thereto and any amendments to either the Agreement or the annex.

(b) “Convention” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and its annexes and amendments to either the Convention or the annexes so far as those annexes and amendments have been adopted by both Contracting Parties.

(c) “Aeronautical authorities” means, in the case of the Federal Republic of Nigeria, the Commissioner responsible for matters relating to civil aviation and any person or body authorized to perform any functions at present exercised by the said Commissioner or similar functions and, in the case of the United States of America, the Federal Aviation Administration with respect to the regulations, technical permission, safety standards and requirements referred to in articles 3 and 4 (3), respectively, otherwise the Civil Aeronautics Board, or any person or agency authorized to perform these functions exercised at present by these authorities.

(d) “Designated airline” means an airline which has been designated and authorized in accordance with article 3 of the present Agreement.

¹ Came into force provisionally on 27 April 1978 by signature and definitively on 16 June 1978 by the exchange of diplomatic notes confirming the completion of any necessary constitutional requirements, in accordance with article 18.

² United Nations, *Treaty Series*, vol. 15, p. 295. For the texts of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161; vol. 514, p. 209; vol. 740, p. 21; vol. 893, p. 117; vol. 958, p. 217, and vol. 1008, p. 213.

(e) "Territory" in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection, jurisdiction or trusteeship of that State.

(f) "Air service" means any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo, separately or in combination.

(g) "International air service" means an air service which passes through the air space over the territory of more than one State.

(h) "Airline" means any air transport enterprise offering or operating an international air service.

(i) "Stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, cargo or mail.

(j) "Aircraft equipment" means articles other than stores and spare parts of a removable nature, for use on board an aircraft during flight, including first aid and survival equipment.

(k) "Aircraft stores" means articles of a readily consumable nature for use or sale on board an aircraft during flight, including commissary supplies.

(l) "Spare parts" means articles of a repair or replacement nature for incorporation in an aircraft, including engines and propellers.

Article 2. RIGHTS AND PRIVILEGES OF DESIGNATED AIRLINES

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing scheduled international air services on the routes specified in the appropriate section of the annex to the present Agreement. Such services and routes are the services and routes specified in the annex hereto. The airline or airlines designated by each Contracting Party shall enjoy while operating any of the services and routes specified in the annex hereto the following rights:

- (a) To fly without landing across the territory of the other Contracting Party;
- (b) To make stops in the said territory for non-traffic purposes; and
- (c) To make stops in the said territory at the points specified for that route in the annex to the present Agreement for the purpose of putting down and taking up international traffic in passengers, cargo and mail, separately or in combination.

2. Nothing in paragraph (1) of this article shall be deemed to confer on the airline of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo or mail destined for another point in the territory of that other Contracting Party.

Article 3. DESIGNATION OF AIRLINES

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating any of the services and routes specified in the annex to this Agreement.

2. On receipt of the notice of such designation in respect of one airline, the other Contracting Party shall, subject to the provisions of articles 4 and 5 of this Agreement, expeditiously grant to the airline designated the appropriate operating

authorization which may include technical permission. However, where more than one airline is designated, either in such a notice or in separate notices, the other Contracting Party shall grant the appropriate operating authorization, as stated above in this paragraph, only in respect to the airline selected by the Contracting Party designating the airlines and may withhold operating authorization for any additional airlines pending the results of consultations under article 13 of this Agreement.

3. When an airline has been so designated and authorized, it may begin at any time to operate the services specified in the annex hereto.

Article 4. VALIDITY OF CERTIFICATES

1. Certificates of airworthiness, certificates of competency and licences, issued or validated by either Contracting Party and which have not expired, shall be recognized as valid by the other Contracting Party for the purposes of operating the air routes and services specified in the annex hereto, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

2. Each Contracting Party reserves the right to refuse to recognize as valid for the purposes of operating the said air routes and services over its own territory, certificates of competency and licences issued to its own nationals by the other Contracting Party.

3. The competent aeronautical authorities of each Contracting Party may request consultations concerning the safety and security standards and requirements relating to aeronautical facilities, airmen, aircraft, and the operation of the designated airlines which are maintained and administered by the other Contracting Party. If, following such consultations, the competent aeronautical authorities of either Contracting Party find that the other Contracting Party does not effectively maintain and administer safety and security standards and requirements in these areas that are equal to or above the minimum standards which may be established pursuant to the Convention, they will notify the other Contracting Party of such findings and the steps considered necessary to bring the safety and security standards and requirements of the other Contracting Party to standards at least equal to the minimum standards which may be established pursuant to the said Convention, and the other Contracting Party shall take appropriate corrective action. Each Contracting Party reserves the right to withhold or revoke the technical permission referred to in article 3 of this Agreement with respect to an airline designated by the other Contracting Party, or to impose conditions on such permission, in the event the other Contracting Party does not take such appropriate action within a reasonable time.

Article 5. WITHHOLDING, REVOCATION AND SUSPENSION OF RIGHTS

1. Each Contracting Party shall have the right to withhold or revoke an operating authorization granted under article 3 of this Agreement or to suspend the exercise of the rights specified in article 2 of this Agreement by any airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights in any of the following cases:

- (a) Where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party;

- (b) Failure by the airline to comply with the laws or regulations normally applied to international air services by the aeronautical authorities of the Contracting Party granting these rights;
- (c) If the airline otherwise fails to operate in accordance with the conditions referred to in article 6 of this Agreement.

2. Unless immediate withholding, revocation or suspension of an operating authorization is essential to prevent further infringement of laws, regulations or conditions, referred to in this article, such rights shall be exercised only after consultation with the other Contracting Party.

Article 6. COMPLIANCE WITH LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party relating to the admission into or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline or airlines designated by the other Contracting Party and shall be complied with by such aircraft upon entry into or departure from and while within the territory of the first Contracting Party.

2. The laws and regulations of one Contracting Party relating to the admission into or departure from its territory of passengers, crew, cargo or mail of aircraft, including regulations relating to entry, clearance, immigration, passports, customs, and quarantine, shall be complied with by or on behalf of such passengers, crew, cargo or mail of the airlines of the other Contracting Party upon entry into or departure from and while within the territory of the first Contracting Party.

Article 7. USER CHARGES

Each Contracting Party may impose or ensure the imposition upon the designated airline or airlines of the other Contracting Party just and reasonable charges for the use of public airports and other facilities under its control, provided that such charges shall not be higher than the charges imposed for the use of such airports and facilities by its national aircraft engaged in similar international services.

Article 8. EXEMPTION FROM CUSTOM DUTIES

1. Each Contracting Party shall exempt the designated airline or airlines of the other Contracting Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees, and other national duties and charges on fuel, lubricants, consumable technical supplies, spare parts including engines, regular equipment, ground equipment, stores, and other items intended for use solely in connection with the operation or servicing of aircraft of the airlines of such other Contracting Party engaged in international air services. The exemptions provided under this paragraph shall apply to items:

- (a) Introduced into the territory of one Contracting Party by or on behalf of the designated airlines of the other Contracting Party;
- (b) Retained on aircraft of the designated airlines of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or
- (c) Taken on board aircraft of the designated airlines of one Contracting Party in the territory of the other and intended for use in international air services

whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption.

2. The exemptions provided for by this article shall also be available in situations where the designated airline or airlines of one Contracting Party have entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph (1), provided such other airline or airlines similarly enjoy such exemptions from such other Contracting Party.

3. Materials referred to above in this article may be required to be kept under Customs supervision or control until such time as they are re-exported or otherwise disposed of in accordance with customs regulations. Approval may be required from the Customs authorities for equipment and materials to be unloaded in the territory of a Contracting Party.

Article 9. PRINCIPLES OF SERVICE OPERATION

1. There shall be a fair and equal opportunity for the designated airline or airlines of each Contracting Party to operate the routes and services specified in the annex to this Agreement.

2. In the operation by the designated airline or airlines of either Contracting Party of the air services described in this Agreement, the interest of the airline or airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provide on all or part of the same routes.

3. The air services made available to the public by the airlines operating under this Agreement shall bear a close relationship to the requirements of the public for such services.

4. Services provided by a designated airline under this Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in this Agreement shall be applied in accordance with the general principles of orderly development to which both Contracting Parties subscribe and shall be subject to the general principle that capacity should be related to:

- (a) The principle of fair and equal opportunity as stated in paragraph (1) of this article;
- (b) Traffic requirements between the country of origin and the countries of ultimate destination of the traffic;
- (c) The requirements of through airline operations; and,
- (d) The traffic requirements of the area through which the airline passes, after taking account of local and regional services.

Article 10. TARIFFS

1. All rates to be charged by an airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors such as costs of

operation and reasonable profit as well as the characteristics of each service. In order to promote the development of passenger and cargo services between their respective territories both Contracting Parties should encourage innovative low rates for the carriage of passengers and cargo whenever possible.

2. Any rate proposed to be charged by a designated airline of either Contracting Party for carriage to or from the territory of the other Contracting Party shall, if so required, be filed by such airline with the aeronautical authorities of the other Contracting Party at least thirty (30) days before the proposed date of introduction unless the Contracting Party which requires the filing permits filing on shorter notice. The aeronautical authorities of each Contracting Party shall use their best efforts to ensure that the rates charged and collected conform to the rates filed with either Contracting Party, and that no airline rebates any portion of such rates by any means, directly or indirectly, including the payment of excessive sales commissions to agents.

3. It is recognized by both Contracting Parties that, during any period for which either Contracting Party has approved the traffic conference procedures of the International Air Transport Association, or other association of international air carriers, any rate agreements concluded through these procedures and involving a designated airline or airlines of that Contracting Party will be subject to the approval of the aeronautical authorities of that Contracting Party.

4. If the aeronautical authorities of a Contracting Party, on receipt of the notification referred to in paragraph (2) above, are dissatisfied with the rate proposed, the other Contracting Party shall be so informed at least fifteen (15) days prior to the date that such rate would otherwise become effective, and the Contracting Parties shall endeavour to reach an agreement on the appropriate rate.

5. If the aeronautical authorities of a Contracting Party, upon review of an existing rate charged for carriage to or from the territory of that Party by a designated airline or airlines of the other Contracting Party, are dissatisfied with that rate, the other Contracting Party shall be so informed and the Contracting Parties shall endeavour to reach agreement on the appropriate rate.

6. In the event that an agreement is reached pursuant to the provisions of paragraph (4) or (5) of this article, each Contracting Party shall exercise its best efforts to put such rate into effect.

7. If:

(a) Under the circumstances set forth in paragraph (4), no agreement can be reached prior to the date such rate would otherwise become effective, or

(b) Under the circumstances set forth in paragraph (5), no agreement can be reached prior to the expiration of sixty (60) days from the date of notification,

then the aeronautical authorities of the Contracting Party raising the objection to the rate may take such steps as may be considered necessary to prevent the inauguration or the continuation of the service in question at the rate complained of; provided, however, that the aeronautical authorities of the Contracting Party raising the objection shall not require the charging of a rate higher than the lowest rate charged by its own designated airline or airlines for comparable service between the same points, and provided further that the dispute may be submitted to arbitration by either Contracting Party in accordance with the provisions of article 14 of this Agreement.

Article 11. STATISTICS

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, at the latter's request, such periodic or other statements of traffic statistics as may be required for the purpose of reviewing the capacity operated on the services and routes specified in the annex to this Agreement by the designated airline(s) of the first Contracting Party.

Article 12. SALES AND REMITTANCES

The following provisions shall govern the sale of air transportation and the conversion and remittance of revenues:

(a) Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, in its discretion, through its agents. Such airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or, if permitted by local exchange control regulations, in freely convertible currencies of other countries.

(b) Any rate specified in terms of the national currency of one of the Contracting Parties shall be established in an amount which reflects the effective exchange rate (including all exchange fees or other charges) at which the airlines of both Parties can convert and remit the revenues from their transport operations into the national currency of the other Party.

(c) Each designated airline shall have the right to convert and repatriate local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted expeditiously subject to prevailing exchange control regulations for the sale of transportation at the time such revenues are presented for conversion and remittance and shall be exempted from taxation to the fullest extent permitted by national law. If a Contracting Party does not have a convertible currency and requires the submission of application for conversion and remittance, subject to prevailing exchange control regulations, the airlines of the other Contracting Party shall be permitted to file such applications as often as weekly free of burdensome or discriminatory documentary requirements.

Article 13. CONSULTATIONS AND AMENDMENTS

[1.] Either Contracting Party may request consultations on the interpretation, application, implementation or amendment of this Agreement either directly or through its aeronautical authorities. Such consultations may be through discussion or by correspondence and shall begin within a period of sixty (60) days of the date of the request, unless both Contracting Parties agree to an extension of this period.

2. Any amendment(s) to either the Agreement or the annex thereto shall be effected by an Exchange of Diplomatic Notes.

Article 14. SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by consultation.

2. If the Contracting Parties fail to reach a settlement by consultation, the dispute shall at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In each case, the third arbitrator shall not be a national of either Contracting Party and shall act as Chairman of the arbitral tribunal.

3. The arbitral tribunal shall consider the dispute and give its decision by a majority vote. Unless otherwise agreed between the Contracting Parties, the said tribunal shall itself draw up its rules of procedure, choose its own venue and endeavour to reach its decision as expeditiously as possible.

4. A Contracting Party shall comply with any decision or award given under paragraph (3) of this article, provided the issue or issues to be arbitrated upon are defined prior to the arbitration proceedings and implementation of the decision or award is consistent with its national law.

5. Each Contracting Party will be responsible for the cost of its designated arbitrator and subsidiary staff provided and both Contracting Parties shall share equally other expenses involved in the activities of the tribunal, including those of the Chairman.

6. In the event that one Contracting Party does not give effect to any decision or award given under this article, the other Contracting Party shall be entitled to take such proportionate steps as may be appropriate.

Article 15. EFFECT OF MULTILATERAL AGREEMENTS

The present Agreement and its annex shall be amended so as to conform with any multilateral treaties which may become binding on both Contracting Parties.

Article 16. REGISTRATION OF AGREEMENT WITH ICAO

The present Agreement, its annex and any amendments to either the Agreement or the annex shall be registered with the International Civil Aviation Organization.

Article 17. TERMINATION

1. The present Agreement shall be in force for an indefinite period of time, subject to the provisions of paragraph (2) below.

2. Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case, the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party unless the notice to terminate is withdrawn by agreement before the expiry of this period. In

the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 18. ENTRY INTO FORCE

This Agreement shall come into provisional force on the day it is signed by the authorized representatives of both Contracting Parties and into final force upon an exchange of Diplomatic Notes confirming the completion of any necessary constitutional requirements.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

DONE at Lagos this 27th day of April 1978 in duplicate in the English language.

I. U. W. OSISIOGU
For the Federal Military Government
of the Federal Republic of Nigeria

PARKER D. WYMAN
For the Government
of the United States of America

ANNEX

1. An airline or airlines designated by the Government of the United States shall be entitled to operate air services on specified routes in both directions, and to make scheduled landings in Nigeria at the points specified in this paragraph:

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Points of departure: U.S.A.	Points intermediate: Senegal Liberia	Points in Nigeria: Lagos	Points beyond: Zaire Kenya

2. An airline or airlines designated by the Government of the Federal Republic of Nigeria shall be entitled to operate air services on the specified route in both directions, and to make scheduled landings in the United States at the points specified in this paragraph:

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Points of departure: Nigeria	Points intermediate: Ghana Liberia Sierra Leone Barbados	Points in the U.S.A.: New York	Points beyond: —

3. Points on any of the specified routes may at the option of the designated airline(s) be omitted on any or all flights.

4. The airline(s) of each Contracting Party are authorized to operate scheduled air services to points not mentioned in the above specified routes and not located in the Federal Republic of Nigeria or the United States of America, but without traffic rights between these points and Lagos for the United States airlines and between these points and New York for the Nigerian airline(s).

MEMORANDUM OF UNDERSTANDING

1. Delegations representing the Federal Military Government of the Federal Republic of Nigeria and the Government of the United States of America met in Lagos from October 31, to November 4, 1977, to negotiate an air transport agreement. Lists of the members of each Delegation are attachments 1 and 2.

2. The two Delegations concluded and initialled an *ad referendum* agreement on air transport. The complete text of the said Agreement is attachment 3.¹

3. a. The United States Delegation expressed the view that in the interest of developing effectively over the long term the air transport services between the two countries, the following operational schedule of Pan American World Airways is consistent with article 9 of the proposed Air Transport Agreement:

PAN AMERICAN AIRWAYS SCHEDULE PLANS, 1978-1983

Period	Combination weekly frequency*	All-cargo weekly frequency*
1978	3	0
1979	3	1
1980	4	1
1981	4	2
1982	5	2
1983	5	2

* B-747 or equivalent, or narrow bodied aircraft at the ratio of 1 to 2.

b. The Nigerian Delegation noted the above without any commitment.

4. The two Delegations agreed to recommend to their respective Governments that:

a. In recognition of the importance of charter air services to the development of air transport between their territories, the Governments should promote and encourage the growth of such services, and should authorize airlines of each country to operate charter air services, on an *ad hoc* basis, under the charter-worthiness rules of the country of traffic origin;

b. Further discussions on charter air services were desirable.

5. a. The United States Delegation expressed the view that the designated airlines of either Contracting Party should have the choice, subject to reasonable limitations which may be imposed by airport authorities, of providing their own services for ground handling operations or having them provided by a servicing agent as authorized by the airport authority.

b. The Nigerian Delegation noted this view and agreed to forward it to the appropriate authority.

6. The Nigerian Delegation stated that paragraph 4 of the route annex did not include the Union of South Africa, South West Africa and Southern Rhodesia.

7. This Memorandum of Understanding will become effective when the Air Transport Agreement is signed, and will come into final force with the exchange

¹ See p. 256 of this volume.

of Diplomatic Notes which confirms the completion of any necessary constitutional requirements.

[Signed]

ROBERT A. BROWN
Chairman,
United States Delegation

Lagos, Nigeria, November 4, 1977

[Signed]

T. A. ADEGBENRO
Chairman,
Nigerian Delegation

ATTACHMENT 1

NIGERIAN DELEGATION

1. Mr. T. A. Adegbenro, Principal Secretary, Ministry of Civil Aviation (*Head of Delegation*).
2. Mr. J. I. Deru, Chief Air Traffic Control Officer, Ministry of Civil Aviation.
3. Mr. J. B. Ajala, Legal Advisor, Ministry of Civil Aviation.
4. Mr. A. E. Aimienwanu, Undersecretary, Ministry of Civil Aviation.
5. Mr. L. H. Kaitell, Senior Air Traffic Control Officer, Ministry of Civil Aviation.
6. Mr. S. V. Osuagwu, Assistant Secretary, Ministry of Civil Aviation.
7. Mr. S. N. Okonkwo, Ministry of External Affairs.
8. Mr. M. C. Ajudua, Commercial Planning Manager, Nigeria Airways Ltd.
9. Mr. Isa Bakar, Senior Market Research Officer, Nigeria Airways Ltd.

ATTACHMENT 2

UNITED STATES DELEGATION

1. Mr. Robert A. Brown, Chief, Aviation Negotiations Division, Department of State (*Head of Delegation*).
2. Mr. Francis S. Murphy, Chief, Mediterranean and Africa, Bureau of International Affairs, Civil Aeronautics Board.
3. Mr. Edward P. Oppler, Chief, Regulatory Coordination Division, Office of Regulatory Policy, Department of Transportation.
4. Mr. Reno L. Harnish, Economic Officer, American Embassy, Lagos.
Technical Advisor
5. Mr. Thomas Lydon, Manager, International Services, Air Transport Association