

No. 8710

**NIGERIA
and
SWITZERLAND**

Agreement for air services between and beyond their respective territories (with annex). Signed at Lagos, on 11 October 1965

Official texts: English and French.

Registered by the International Civil Aviation Organization on 31 July 1967.

**NIGÉRIA
et
SUISSE**

Accord relatif aux services aériens entre leurs territoires respectifs et au-delà (avec annexe). Signé à Lagos, le 11 octobre 1965

Textes officiels anglais et français.

Enregistré par l'Organisation de l'aviation civile internationale le 31 juillet 1967.

No. 8710. AGREEMENT¹ BETWEEN THE SWISS CONFEDERATION AND THE FEDERAL REPUBLIC OF NIGERIA FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT LAGOS, ON 11 OCTOBER 1965

The Swiss Federal Council and the Government of the Federal Republic of Nigeria,

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

Desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories,

Have agreed as follows :

Article 1

For the purpose of the present Agreement, unless the context otherwise requires :

(a) the term “ the Convention ” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;

(b) the term “ aeronautical authorities ” means, in the case of the Swiss Confederation, the Federal Air Office, and any person or body authorised to perform any functions at present exercised by the said Authority, or similar functions, and in the case of the Federal Republic of Nigeria, the Minister responsible for aviation matters and any person or body authorised to perform any functions at present exercised by the said Minister, or similar functions;

(c) the term “ designated airline ” means the airline which has been designated and authorised in accordance with Article 3 of the present Agreement;

¹ Applied provisionally as from 11 October 1965, the date of signature, in accordance with article 17.

² United Nations, *Treaty Series*, Vol. 15, p. 295; for subsequent actions relating to this Convention, see references in Cumulative Indexes Nos. 1 to 6.

(d) the term “ territory ” in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, protection or trusteeship of that State; and

(e) the terms “ air service ”, “ international air service ”, “ airline ” and “ stop for non-traffic purposes ” have the meanings respectively assigned to them in Article 96 of the Convention.

Article 2

(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 Annex to the present Agreement. Such services and routes are hereafter called “ the agreed services ” and “ the specified routes ” respectively.

(2) The airline designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, 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.

(3) Nothing in paragraph (1) of this Article shall be deemed to confer on the airline designated by one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 3

(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating the agreed services on the specified routes.

(2) On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to such designated airline the appropriate operating authorisations.

(3) The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

(4) Each Contracting Party shall have the right to refuse to grant the operating authorisations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by the designated airline of the rights specified in Article 2 of the present Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

(5) When an airline has been so designated and authorised, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 8 of the present Agreement is in force in respect of that service.

Article 4

(1) Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 2 of the present Agreement by the airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights :

- (a) in any case 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, or
- (b) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights, or
- (c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

(2) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

Article 5

(1) Aircraft operated on international services by the designated airline of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

(2) There shall also be exempt from the same duties, fees and charges, with the exception of charges corresponding to the service performed :

- (a) aircraft stores taken on board in the territory of a Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board outbound aircraft engaged in an international service of the other Contracting Party;
- (b) spare parts introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airline of the other Contracting Party;
- (c) fuels and lubricants destined to supply outbound aircraft operated on international services by the designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

Materials referred to in sub-paragraph (a), (b) and (c) above may be required to be kept under Customs supervision or control.

Article 6

The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

Article 7

- (1) There shall be fair and equal opportunity for the designated airline of each Contracting Party to operate the agreed services on the specified routes.
- (2) The inauguration and subsequent operation of the agreed services on the specified routes shall be within the conditions outlined in the Annex to the present Agreement or as it may be amended from time to time, due regards being given to the principle set out in paragraph (1) of this Article.

Article 8

- (1) The tariffs to be charged by the 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 taken of all relevant factors including cost of operation, reasonable profit and the tariffs of other airlines.
- (2) The tariffs referred to in paragraph (1) of this Article shall, if possible, be agreed upon by the designated airlines of both Contracting Parties, in consultation with other airlines operating over the whole or part of the route, and such