

No. 8557

DENMARK
and
NIGERIA

Agreement for air services between and beyond the respective territories of Nigeria and Denmark (with annex and exchange of letters). Signed at Stockholm, on 8 September 1966

Official text: English.

Registered by Denmark on 3 March 1967.

DANEMARK
et
NIGÉRIA

Accord relatif à la création de services aériens entre les territoires du Nigéria et du Danemark et au-delà (avec annexe et échange de lettres). Signé à Stockholm, le 8 septembre 1966

Texte officiel anglais.

Enregistré par le Danemark le 3 mars 1967.

No. 8557. AGREEMENT¹ BETWEEN THE NATIONAL MILITARY GOVERNMENT OF NIGERIA AND THE GOVERNMENT OF THE KINGDOM OF DENMARK FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT STOCKHOLM, ON 8 SEPTEMBER 1966

The National Military Government of Nigeria and the Government of the Kingdom of Denmark

Considering that the Republic of Nigeria and the Kingdom of Denmark 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 Republic of Nigeria, the Ministry responsible for civil aviation matters and any person or body authorised to perform any functions at present exercised by the said Ministry or similar functions, and in the case of the Kingdom of Denmark, the Ministry of Public Works and any person or body authorised to perform any functions at present exercised by the said Ministry of Public Works or similar functions;

¹ Applied provisionally as from 8 September 1966, the date of signature, in accordance with article 16, paragraph 1.

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, and Vol. 514, p. 209.

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

(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 term “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 appropriate Schedule annexed to the present Agreement. Such services and routes are hereafter called “the agreed services” and “the specified routes” respectively. 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 Schedule to the present Agreement for the purpose of putting down and taking up international traffic in passengers, cargo and mail.

(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 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 the airline designated the appropriate operating authorisations.

(3) The aeronautical authorities of one Contracting Party may require an 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 a 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 those services.

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 any 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 international 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 services 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) fuel 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-paragraphs (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 shall 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 operation of the agreed services on the specified routes shall be strictly within the limits set out in the Annex to this Agreement or as it may be amended from time to time.

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 paid to 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, together with the rates of agency commission applicable, shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association.

(3) The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least thirty (30) days before the proposed date of their introduction; in special cases, this time limit may be reduced, subject to the agreement of the said authorities.

(4) If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be fixed in accordance with the provisions of paragraph (2) of this Article, or if during the first fifteen (15) days of the thirty (30) days' period referred to in paragraph (3) of this Article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff agreed in accordance with the provisions of paragraph (2) of this Article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

(5) If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (3) of this Article or on the determination of any tariff under paragraph (4), the dispute shall be settled in accordance with the provisions of Article 12 of the present Agreement.

(6) Subject to the provisions of paragraph (5) of this Article, no tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it.

(7) The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

Article 9

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services.

Article 10

Each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer at the official rate of exchange of the excess

of receipts over expenditure earned by that airline in its territory in connection with the carriage of passengers, mail and cargo. Wherever the payment system between Contracting Parties is governed by a special agreement, this agreement shall apply.

Article 11

(1) In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the Annex thereto and shall also consult when necessary to provide for modification thereof.

(2) Either Contracting Party may request consultation, which 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.

Article 12

(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 negotiation.

(2) If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body; if they do not so agree, 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 Organisation may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.

(3) The Contracting Parties shall comply with any decision given under paragraph (2) of this Article.

(4) Each Contracting Party will be responsible for the cost of its designated arbitrator and subsidiary staff provided and both Contracting Parties shall share equally all such further expenses involved in the activities of the tribunal including those of the President.

(5) If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a decision given under this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges it has granted by virtue of the present Agreement to the Contracting Party or to the designated airline in default.

Article 13

If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement including the Annex thereto, such modification, if agreed between the Contracting Parties, and if necessary after consultation in accordance with Article 11 of the Agreement, shall come into effect when confirmed by an Exchange of Notes.

Article 14

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

Article 15

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 Organisation. 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 Organisation.

Article 16

(1) The present Agreement shall be provisionally applicable from the date of its signature and shall come into force on a date to be laid down in exchange of notes stating that the formalities required by the National Legislation of each Contracting Party have been accomplished.

(2) If such exchange of notes has not taken place within twelve (12) months from the date of the signature either Contracting Party may terminate the provisional application of this Agreement by giving twelve (12) months' notice in writing to the other Contracting Party.

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

DONE at Stockholm this 8th day of September 1966 in two originals in the English language.

For the National Military Government of Nigeria :

H. O. OMENAI

For the Government of the Kingdom of Denmark :

A. HESSELLUND-JENSEN

ANNEX

SCHEDULE I

Routes to be operated by the designated airline of the Republic of Nigeria

<i>Column (1)</i>	<i>Column (2)</i>	<i>Column (3)</i>	<i>Column (4)</i>	<i>Column (5)</i>
Points of Departure Point in Nigeria	Intermediate Points Tripoli Tunis Dakar Robertsfield Rome Brussels Amsterdam London Frankfurt Points in France Points in Switzerland Points in Spain	Points in Scandinavia Points in Scandinavia	Points beyond To be agreed later	Frequency Twice weekly in each direction

NOTE :

- 1 The designated airline may overfly or omit any of the specified points.
- 2 The designated airline may terminate its services at any of the specified points.

SCHEDULE II

Routes to be operated by the designated airline of the Kingdom of Denmark

<i>Column (1)</i>	<i>Column (2)</i>	<i>Column (3)</i>	<i>Column (4)</i>	<i>Column (5)</i>
Points of Departure	Intermediate Points	Points in Nigeria	Points beyond	Frequency
Points in Scandinavia	Points in Germany (except Frankfurt) Points in Spain (except Barcelona and Madrid) Points in Austria Bulgaria Czechoslovakia Greece Hungary Poland Netherlands or Switzerland Yugoslavia Morocco Tunisia	Lagos • Kano	To be agreed later	Twice weekly in each direction

NOTE :

1. The designated airline may overfly or omit any of the specified points.
2. The designated airline may terminate its services at any of the specified points.
3. No traffic right shall be exercised between Lagos and Kano and vice versa.

EXCHANGE OF LETTERS

I

AMBASSADE ROYALE DE DANEMARK

Stockholm, September 8th, 1966

Your Excellency,

With reference to the Agreement signed today between the Government of Denmark and the Government of the Federal Republic of Nigeria I have the honour to notify you that, in accordance with Article 3 of the Agreement, the

Danish Government designate Det Danske Luftfartselskab (DDL) to operate the routes specified in the Annex attached to the Agreement.

In this connection I have the honour to confirm, on behalf of my Government, the following understanding reached in the course of the negotiations preceding the signature of the Agreement :

- (1) Det Danske Luftfartselskab (DDL) co-operating with Det Norske Luftfartselskab (DNL) and AB Aerotransport (ABA) under the designation of Scandinavian Airlines System (SAS) may operate the services assigned to it under the Agreement with aircraft, crews and equipment of either or both of the other two airlines.
- (2) In so far as Det Danske Luftfartselskab (DDL) employ aircraft, crews and equipment of the other airlines participating in the Scandinavian Airlines System (SAS), the provisions of the Agreement shall apply to such aircraft, crews and equipment as though they were the aircraft, crews and equipment of Det Danske Luftfartselskab (DDL), and the competent Danish authorities and Det Danske Luftfartselskab (DDL) shall accept full responsibility under the Agreement therefor.

Please accept, Your Excellency, the assurances of my highest consideration.

A. HESSELLUND-JENSEN

Mr. Henry O. Omenai
Permanent Secretary
Federal Ministry of Transport
Nigeria

II

NIGERIAN DELEGATION

Stockholm, September 8th, 1966

Your Excellency,

I have the honour to acknowledge receipt of your letter of the 8th day of September 1966 referring to the Agreement between the Federal Republic of Nigeria and the Kingdom of Denmark on Air Services, the text of which is the following :

[See letter I]

On behalf of the Federal Republic of Nigeria I have the honour to confirm the above understanding reached in the course of the negotiations preceding the signature of the Agreement.

I avail myself of this opportunity to express to Your Excellency the assurances of my highest consideration.

H. O. OMENAI

His Excellency Mr. A. Hesselund-Jensen
Ambassador Extraordinary and Plenipotentiary of Denmark
Stockholm