

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF LIBERIA  
AND THE FEDERAL MILITARY GOVERNMENT OF THE FEDERAL REPUBLIC  
OF NIGERIA

FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of the Republic of Liberia and the Federal Military Government of the Federal Republic of Nigeria considering that the Republic of Liberia and the Federal Republic of Nigeria (hereafter referred to as the Contracting Parties) are Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, 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 I  
DEFINITION OF CERTAIN TERMS

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 Liberia, the Minister of Commerce, Industry & Transportation and any person or body authorized to perform any functions at present exercised by the said Minister of Commerce, Industry & Transportation or similar functions, and, in the case of the Federal Republic of Nigeria, the Commissioner responsible for Civil Aviation matters and any person or body authorized to perform any functions at present exercised by the said Commissioner or similar functions;



- (c) the term "designated airline" means an airline which has been designated and authorized 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 of that State;
- (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; and
- (f) the term "prohibited area" means the area and the air space above that area over or through which any prohibition to the flying of an aircraft of any description may be imposed by the Party concerned in accordance with Article 9 of the Convention on International Civil Aviation.

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 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.



ARTICLE 4  
REVOCATION AND SUSPENSION OF RIGHTS

- (1) Each Contracting Party shall have the right to revoke an operating authorization 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  
VALIDITY OF CERTIFICATES

Certificates of airworthiness, certificates of competency, licenses issued or rendered valid by one Contracting Party and still in force in accordance with the Convention, shall be recognized as valid by the other Contracting Party for the purpose of operating the route and services specified in the route Schedule. Each Contracting Party reserves the right, however, to refuse to recognize, for the flight over its own territory, certificates of competency and licenses granted to its own national(s) by the other Contracting Party.



ARTICLE 5A  
APPLICABILITY OF NATIONAL LAWS AND REGULATIONS

The laws, rules and regulations of one Contracting Party, especially those relating to the entry into or departure from its territory of passengers, crew, cargo or aircraft engaged in international air navigation (such as regulations relating to entry, exit, immigration, passports, customs and quarantine) shall be applicable to the passengers, cargo and aircraft of the designated airline of the other Contracting Party, while within the territory of the former Contracting Party.

ARTICLE 6  
PROVISIONS RELATING TO CUSTOMS DUTIES ETC.

- (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 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 shall be required to be kept under Customs supervision or control up to such time as they are exported, re-exported or otherwise disposed of in accordance with Customs Regulations.

ARTICLE 7  
TREATMENT OF REGULAR AIR-BORNE EQUIPMENT ETC.  
RETAINED ON BOARD

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 the territory. In such cases, 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 8  
MODE OF OPERATION

- (1) There shall be fair and equal opportunity for the designated airline of each Contracting Party to operate agreed services on the specified routes.
- (2) Unless otherwise agreed between the two designated airlines and subject to the provisions of paragraph (4) of this Article, in operating the agreed services, capacity shall be shared equally between the said airlines of the two Contracting Parties.
- (3) The total capacity to be provided on each of the specified routes shall be in accordance with reasonably anticipated traffic demand.
- (4) In order to meet the requirements of seasonal or future traffic growth on the routes specified in the Annex to this Agreement, the airline designated by both Contracting Parties



shall make arrangements relating to the conditions under which the air services shall be operated. The arrangements so made by the designated airlines shall determine the frequency of services and the schedules. These arrangements together with any modifications thereto shall be submitted to the aeronautical authorities of the two Contracting Parties for approval.

- (5) If and so long as the designated airline of one Contracting Party does not desire to utilise the whole or part of its own share of the capacity on one or more routes, it may allow the airline of the other Contracting Party to utilise its said share of the capacity during a specified period.

ARTICLE 9  
TARIFFS

(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 13 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 10  
EXCHANGE OF STATEMENT OF STATISTICS

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 may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline of the first High Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by the airline on the agreed services and the origins and destinations of such traffic.

ARTICLE II  
TRANSFER OF FUNDS

Each Contracting Party grants to the designated airline of the other Contracting Party the right of transfer at the official



rate of exchange applicable at the time of the transfer, of funds earned by it in connection with the carriage of passengers, mail and cargo on the basis of reciprocity. When the payment system between the Contracting Parties is governed by a special agreement, the special agreement shall apply.

ARTICLE 12  
CONSULTATIONS

(1) In a spirit of close cooperation, 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 Schedules annexed 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 13  
SETTLEMENT OF DISPUTES

(1) If any disputes arise between the Contracting Parties relating to the interpretation or application of the present Agreement and/or its Annex, the Contracting Parties shall, in the first place, endeavour to settle it by negotiation between themselves. If the Contracting Parties fail to reach a settlement by negotiation, they shall refer the dispute for decision to an arbitral tribunal.

(2) The arbitral tribunal shall be composed of three members. Each of the two Contracting Parties shall designate one arbitrator and the two arbitrators shall agree on the designation of the national of a third country who shall be the Chairman of the tribunal. If the arbitrators have not been designated within



sixty (60) days from the date on which one of the two Contracting Parties had proposed settlement of the dispute by arbitration, or, if in the course of the following thirty (30) days arbitrators have not agreed on the designation of a Chairman, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to proceed with the necessary designation on behalf of the Contracting Parties. If the President is a national of either Contracting Party, or, if he is otherwise prevented, the Vice President deputising for him shall make the necessary designation.

(3) The decision of the arbitral tribunal shall be by majority vote; such decision shall be binding on both Contracting Parties. Each Contracting Party shall bear the cost of its own arbitrator as well as of its representation at the arbitral proceedings. The cost of the Chairman and any other cost incidental to the arbitration shall be borne in equal part by the Contracting Parties. In all other respects, the arbitral tribunal shall determine its own procedure.

(4) If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with the decision given under paragraph (3) of this Article, the other Contracting Party may limit, withhold, or revoke any rights which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline of the said Contracting Party in default.

ARTICLE 14  
MODIFICATIONS

Either Contracting Party may, at any time, request consultation with the other Contracting Party if the former Contracting Party considers it desirable to modify or amend any of the provisions of the present Agreement or the Schedules annexed thereto. Such consultations shall begin within sixty (60) days from the date of the request. Modifications and amendments agreed upon between the Contracting Parties as a result of such consultations shall



come into effect:

- (a) in respect of provisions of the Agreement when the Contracting Parties confirm by an Exchange of Notes through diplomatic channels that their respective constitutional procedures required to give effect to such modifications and/or amendments have been carried out; and
- (b) in respect of the contents of the route schedules when confirmed by an Exchange of Notes through "diplomatic channels".

ARTICLE 15  
EFFECT ON MULTILATERAL CONVENTIONS

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

ARTICLE 16  
TERMINATION

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 acknowledgment of the 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 17  
REGISTRATION OF AGREEMENT WITH I.C.A.O.

The present Agreement and its Annex shall be registered with the Council of International Civil Aviation Organization



in accordance with the provision of Article 83 of the Convention.

ARTICLE 18  
ENTRY INTO FORCE

- (1) The present Agreement shall be subject to ratification by the Contracting Parties and instruments of ratification shall be exchanged through diplomatic channels.
- (2) The present Agreement and its Annex shall be provisionally applicable from the date of signature and shall come into force definitively on the date of mutual exchange of instruments of ratification.

In Witness Whereof the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement:

DONE AT Kapaa THIS 31<sup>st</sup> DAY OF Oct.,  
1978 IN ORIGINALS IN THE ENGLISH LANGUAGE, BOTH ORIGINALS BEING  
EQUALLY AUTHENTIC.

For the Government of the  
Republic of Liberia:

For the Federal Military Government  
of the Federal Republic of Nigeria:

  
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## INSTRUMENT OF RATIFICATION

KNOW YE, That whereas the AGREEMENT ON TRADE BETWEEN THE REPUBLIC OF THE IVORY COAST AND THE REPUBLIC OF LIBERIA, signed by the duly authorized Representative of the Government of the Republic of Liberia in Monrovia on August 24th, A. D. 1972, has been accepted by the Government of the Republic of Liberia as of the 2nd day of February A. D. 1973;

AND WHEREAS, the Senate of the Republic of Liberia by Resolution of January 18, 1973, two-thirds of the Senators present concurring herein, did advise and gave consent to the ratification of the said Agreement;

NOW, THEREFORE, be it known that I, William H. Tolbert, Jr., President of the Republic of Liberia, having seen and considered the said Agreement on TRADE BETWEEN THE REPUBLIC OF THE IVORY COAST AND THE REPUBLIC OF LIBERIA, do hereby in pursuance of the aforesaid advice and consent of the Senate, ratify and confirm the same and every article and clause thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Republic of Liberia to be affixed.

Done at the City of Monrovia this 2nd day of February A. D. 1973, and of the Independence of the Republic the One Hundred and Twenty-sixth.

By the President

ACTING MINISTER OF FOREIGN AFFAIRS