

A BILL

FOR

AN ACT TO ENABLE EFFECT TO BE GIVEN IN THE FEDERAL REPUBLIC OF NIGERIA TO THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA AND THE GOVERNMENT OF THE STATE OF QATAR

Sponsored by Hon. Yakub Abiodun Balogun

[] Commencement

BE IT ENACTED by the National Assembly of the Federal Republic of Nigeria as follows:

- 1 1. As from the commencement of this Bill, the provisions of the
- 2 Bilateral Air Services Agreement (BASA) between Nigeria and Qatar which
- 3 are set out in the schedule to this Bill shall, subject thereunder provided,
- 4 have force of law and shall be given full recognition and effect and be
- 5 applied by all Authorities and persons exercising Legislative, Executive and
- 6 Judicial powers in the Federal Republic of Nigeria.

Bilateral Air Services Agreement between the Federal Republic of Nigeria and the State of Qatar

7

Schedule

8 *Bilateral Air Services Agreement Between The Government Of The*
9 *Federal Republic Of Nigeria And The Government Of The State Of Qatar*

10 The Government of the Republic of Nigeria and the Government of the State
11 of Qatar (hereinafter referred to as the "Contracting Parties");

12 Considering that the Government of the Republic of Nigeria and the
13 Government of the State of Qatar are parties to the Convention on
14 International Civil Aviation opened for signature at Chicago on the seventh
15 day of December, 1944; and

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

19 Have agreed as follows:

1 ARTICLE 1 - APPLICABILITY OF CHICAGO CONVENTION

2 The provisions of this Agreement shall be subject to the provisions of the
3 Convention in so far as those provisions are applicable to international air
4 services.

5 ARTICLE 2 - GRANT OF RIGHTS

6 1. Each Contracting Party grants to the other Contracting Party the
7 following rights in respect of its scheduled international air services:

8 (a) the right to fly across its territory without landing;

9 (b) the right to make stops in its territory for non-traffic purposes;

10 2. Each Contracting Party grants to the other Contracting Party the
11 rights specified in this Agreement for the purpose of establishing scheduled
12 international air services on the routes specified in the appropriate section of
13 the schedules annexed to this Agreement. Such services and routes are
14 hereafter called the "agreed services" and the "specified routes" respectively.
15 While operating an agreed service on a specified route, the airlines designated
16 by each Contracting Party shall enjoy in addition to the rights specified in
17 paragraph (1) of this Article the right to make stops in the territory of the other
18 Contracting Party at the points specified for that route in the schedules annexed
19 to this Agreement for the purpose of taking on board and discharging passenger
20 and cargo including mail, in combination or separately.

21 3. Nothing in paragraph (2) of this Article shall be deemed to confer
22 on this airlines of one Contracting Party, the privilege of taking on board, in the
23 territory of the other Contracting Party, passengers and cargo including mail
24 carried for hire or reward and destined for another point in the territory of the
25 other Contracting Party.

26 ARTICLE 3 - DESIGNATION AND AUTHORIZATION

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

30 2. On receipt of the notice of such designation, the other Contracting

1 Party shall, subject to the provisions of paragraphs (3) and (4) of this Article,
2 without delay grant to the airline designated the appropriate operating
3 authorization.

4 3. The aeronautical authorities of one Contracting Party may
5 require an airline designated by the other Contracting Party to satisfy them
6 that it is qualified to fulfill the conditions prescribed under the laws and
7 regulations which are applicable to the operation of international air
8 services by such authorities in conformity with the provisions of the
9 Convention.

10 4. Each Contracting Party shall have the right to refuse to grant the
11 operating authorizations referred to in paragraph (2) of this Article, or to
12 impose such conditions as it may deem necessary on the exercise by the
13 designated airline of the rights specified in Article 3 of this Agreement, in
14 any case where the said Contracting Party is not satisfied that substantial
15 ownership and effective control of that airline are vested in the Contracting
16 Party designating the airline or in its nationals.

17 5. When an airline has been so designated and authorized, it may
18 begin at any time to operate the agreed services provided that the conditions
19 of operation of those services and the tariffs to be applied thereon have been
20 approved under Article 14 of this Agreement.

21 ARTICLE 4 - VALIDITY OF CERTIFICATES

22 1. Certificates of airworthiness, certificates of competency and
23 licenses issued or validated by either Contracting Party which have not
24 expired shall be recognized as valid by the other Contracting Party for the
25 purpose of operating the routes specified In the Annex.

26 2. Each Contracting Party reserves the right to refuse to recognize
27 as valid for the purpose of operating the said specified routes over its own
28 territory, certificates of competency and licenses issued to its own nationals
29 by the other Contracting Party.

1 ARTICLE 5 - REVOCATION AND SUSPENSION OF OPERATING

2 AUTHORIZATION

3 1. Each Contracting Party shall have the right to revoke an operating
4 authorization, or to suspend the exercise of the rights specified in Article 3 of
5 this Agreement by the airline designated by the Contracting Party or to impose
6 such conditions as it may deem necessary on the exercise of these rights in any
7 of the following cases:

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

11 (b) Failure by the airline to comply with the laws or regulations of the
12 Contracting Party granting these rights; or

13 (c) If the airline otherwise fails to operate the agreed services in
14 accordance with the conditions prescribed under this Agreement and the Annex
15 attached hereto.

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

20 ARTICLE 6 - EXEMPTION FROM CUSTOMS DUTIES

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

29 2. There shall also be exemption from the same duties, fees and

1 charges, with the exception of charges corresponding to the services
2 performed for:

3 (a) aircraft stores taken on board in the territory of a Contracting
4 Party, within limits fixed by the authorities of the said Contracting Party, and
5 for use on board outbound aircraft engaged in an international air services of
6 the other Contracting Party;

7 (b) spare parts and regular equipment imported into the territory of
8 either Contracting Party for the maintenance or repair of aircraft used on
9 international air services by the designated airline of the other Contracting
10 Party;

11 (c) fuel and lubricants for the supply of outbound aircraft operated
12 on international air services by the designated airline of the other
13 Contracting Party even when these supplies are to be used on the part of the
14 journey performed over the territory of the Contracting Party in which they
15 are taken on board;

16 (d) advertising materials and airline documentation having no
17 commercial value used by the designated airline of one Contracting Party in
18 the territory of the other Contracting Party;

19 (e) the office equipment introduced in the territory of either
20 Contracting Party in order to be used in the offices of the designated airline
21 of the other Contracting Party provided that such equipment is in the
22 dispose] of those offices during three (3) years from the date of their
23 introduction into that territory and the principle of reciprocity applies, in
24 accordance with the rules of the land.

25 Materials referred to in sub-paragraphs (a), (b) and (c) above may be
26 required to be kept under customs supervision of control.

27 3. Passengers, baggage and cargo in direct transit across the
28 territory of one Contracting Party and not leaving the area of the airport
29 reserved for such purpose shall be subject to a very simplified control.
30 Baggage and cargo in direct transit only shall be exempt from customs

1 duties and other similar taxes.

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

8 ARTICLE 7 - APPLICATION OF NATIONAL LEGISLATION

9 1. The laws and regulations of a Contracting Party to the admission to
10 or departure from its territory of passengers, crew or cargo of aircraft, such as
11 regulations relating to entry, clearance, immigration, passports, customs,
12 currency, health and quarantine shall be complied with by or on behalf of such
13 passengers, crew or cargo upon entrance into or departure from, or while within
14 the territory of that Contracting Party.

15 2. The laws and regulations of a Contracting Party relating to the
16 admission to or departure from its territory of aircraft engaged in international
17 air navigation, or to the operation and navigation of such aircraft of the other
18 Contracting Party while within its territory shall be applied.

19 ARTICLE 8 - AVIATION SAFETY

20 1. Each Contracting Party may request consultations at any time
21 concerning safety standards in any area relating to aircrew, aircraft or their
22 operation adopted by the other Contracting Party. Such consultations shall take
23 place within thirty (30) days of that request.

24 2. If, following such consultations, one Contracting Party finds that
25 the other Contracting Party does not effectively maintain and administer safety
26 standards in any such area that are at least equal to the minimum standards
27 established at that time pursuant to the Convention, the first Contracting Party
28 shall notify the other Contracting Party of those findings and the steps
29 considered necessary to conform with those minimum standards, and that other
30 Contracting Party shall take appropriate corrective action. Failure by the other

1 Contracting Party to take appropriate action within fifteen (15) days or such
2 longer period as may be agreed, shall be grounds for the application of
3 Article 5 of this Agreement.

4 3. Notwithstanding the obligations mentioned in Article 33 of the
5 Convention, it is agreed that any aircraft operated by the airline of one
6 Contracting Party on services to or from the territory of the other
7 Contracting Party may, while within the territory of the other Contracting
8 Party, be made the subject of an examination by the authorized
9 representatives of the other Contracting Party, on board and around the
10 aircraft to check both the validity of the aircraft documents and those of its
11 crew and the apparent condition of the aircraft and its equipment (in this
12 Article called "ramp inspection"), provided this does not lead to
13 unreasonable delay.

14 4. If any such ramp inspection or series of ramp inspections gives
15 rise to:

16 (a) serious concerns that an aircraft or the operation of an aircraft
17 does not comply with the minimum standards at that time pursuant to the
18 Convention, or

19 (b) serious concerns that there is a lack of effective maintenance
20 and administration of safety standards established at that time pursuant to
21 the Convention, the Contracting Party carrying out the inspection shall, for
22 the purposes of Article 33 of the Convention, be free to conclude that the
23 requirements under which the certificate or licenses in respect of that aircraft
24 or in respect of the crew of that aircraft had been issued or rendered valid, or
25 that the requirements under which that aircraft is operated, are not equal to or
26 above the minimum standards established pursuant to the Convention.

27 5. In the event that access for the purpose of undertaking a ramp
28 inspection of an aircraft operated by the airline of one Contracting Party in
29 accordance with paragraph 3 above is denied by the representative of that
30 airline, the other Contracting Party shall be free to infer that serious

1 concerns of the type referred to in paragraph 4 above arise and draw the
2 conclusions referred in that paragraph.

3 6. Each Contracting Party reserves the right to suspend or vary the
4 operating authorization of the airline of the other Contracting Party
5 immediately in the event the first Contracting Party concludes, whether as a
6 result of a ramp inspection, consultation or otherwise, that immediate action is
7 essential to the safety of an airline operation.

8 7. Any action by one Contracting Party in accordance with
9 paragraphs 2 or 6 above shall be discontinued once the basis for the taking of
10 that action ceases to exist.

11 ARTICLE 9 - AVIATION SECURITY

12 Consistent with their rights and obligations under international law, the
13 Contracting Parties reaffirm that their obligation to each other to protect the
14 security of Civil Aviation against acts of unlawful interference form an integral
15 part of this Agreement Without limiting the generality of their rights and
16 obligations under international law, the Contracting Parties shall in particular
17 act in conformity with the provisions of the Convention on Offences and
18 Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14
19 September 1963, the Convention for the Suppression of Unlawful Seizure of
20 Aircraft, signed at the Hague on 16 December 1970, and the Convention for the
21 Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at
22 Montreal on 23 September 1971.

23 Additionally:

24 (a) The Contracting Parties shall provide upon request all necessary
25 assistance to each other to prevent acts of unlawful seizure of civil aircraft and
26 other unlawful acts against the safety of such aircraft, their passengers and
27 crew, airports and air navigation facilities, and any other threat to the security
28 of civil aviation;

29 (b) The Parties shall, in their mutual relations, act in conformity with
30 the aviation security provisions established by the International Civil Aviation

1 Organization and designated as Annexes to the Convention on International
2 Civil Aviation to the extent that such security provisions are applicable to the
3 Parties; they shall require that operators of aircraft who have their principal
4 place of business or permanent residence in their territory and the operators
5 of airports in their territory act in conformity with such aviation security
6 provisions;

7 (c) Each Contracting Party agrees that such operators of aircraft
8 may be required to observe the aviation security by the other Contracting
9 Party while entering into, departure from, or while within the territory of that
10 other Contracting Party. Consequently each Contracting Party shall ensure
11 that adequate measures are effectively applied within its territory to protect
12 the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo
13 and aircraft stores prior to and during boarding or loading. Each Contracting
14 Party further agrees to give sympathetic consideration to any request from
15 the other Contracting Party for reasonable special security measures to meet
16 a particular threat; and

17 (d) In the event that an incident or threat of an incident of unlawful
18 seizure of civil aircraft or other unlawful act against the safety of such
19 aircraft, their passengers and crew, airports or air navigation facilities
20 occurs, the Contracting Parties shall assist each by facilitating
21 communications and other appropriate measures intended to terminate
22 rapidly and safely such incident or threat thereof.

23 ARTICLE 10 - COMMERCIAL ACTIVITIES

24 The designated airline of either Contracting Party shall be allowed to
25 establish in the territory of the other Contracting Party offices for the
26 promotion of air transportation and sale of air tickets as well as other
27 facilities required for the provision of air transportation. The airline shall
28 also be allowed to bring in and maintain in the territory of the other
29 Contracting Party, in accordance with the laws and regulations of that other
30 Contracting party relating to entry, residence and employment, managerial,

1 sales, technical, operational and other specialist staff required for the provision
2 of air transportation.

3 ARTICLE 11 - PRINCIPLES GOVERNING OPERATIONS OF AGREED SERVICES

4 1. There shall be fair and equal opportunity for the designated airline
5 of each Contracting Party to operate the agreed services on the specified routes.

6 2. In operating the agreed services, the designated airline of one
7 Contracting Party shall take into account the interest of the designated airline
8 of the other Contracting Party so as not to affect unduly the services which the
9 latter provides on the whole or part of the same routes.

10 3. The total capacity to be provided on each of the specified routes
11 shall be in accordance with reasonably anticipated traffic demands.

12 4. In order to meet the requirements of unexpected traffic demands of
13 a temporary character, seasonal or future traffic growth on the specified routes
14 in the Annex to this Agreement, the airline designated by both Contracting
15 Parties shall make arrangements relating to the conditions under which the air
16 services shall be operated. The arrangements so made by the designated
17 airlines shall determine the frequency of services and the schedules. The
18 arrangements together with any modifications thereto shall be submitted to the
19 aeronautical authorities of the two Contracting Parties for approval.

20 5. If and so long as the designated airline of one Contracting Party
21 does not desire to utilize the whole or part of its own share of the capacity on
22 one or more routes, it may allow the airline of the other Contracting Party to
23 utilize its said share of the capacity during a specified period, subject to a
24 commercial agreement between the designated airlines until such a time that a
25 particular airline is ready to operate the whole or part of the capacity to which it
26 is entitled.

27 ARTICLE 12 - APPROVAL OF CONDITIONS OF OPERATION

28 1. The seasonal schedules of the agreed services and in general the
29 conditions of operation, shall be submitted by the designated airline of one
30 Contracting Party for the approval of the aeronautical authorities of the other

1 Contracting Party at least thirty (30) days before the intended date of their
2 introduction. In special cases, this time-limit may be reduced, subject to the
3 agreement of the said authorities.

4 2. Any modifications to such seasonal schedules and conditions
5 shall also be submitted to the aeronautical authorities for approval.

6 ARTICLE 13 - TARIFFS

7 1. The tariffs to be charged by the designated airline of one
8 Contracting Party for carriage to or from the territory of the other
9 Contracting Party shall be established at reasonable rates due regard being
10 paid to all relevant factors, including cost of operation, reasonable profit,
11 and tariffs of other airlines.

12 2. The tariffs referred to in paragraph (1) of this Article, together
13 with the rates of agency commission applicable, shall, if possible, be agreed
14 upon by the designated airlines of both Contracting Parties, in consultation
15 if necessary, with other airlines operating over the whole or part of the route,
16 and such agreement, where possible, be reached through the rate-fixing
17 machinery of the International Air Transport Association.

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

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

30 5. If the aeronautical authorities cannot agree on the approval of

1 any tariff submitted to them under paragraph (3) of this Article, or on the
2 determination of any tariff under paragraph (4), the dispute shall be settled in
3 accordance with the provisions of Article 19 of this Agreement.

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

7 7. The tariffs established in accordance with the provisions of this
8 Article shall remain in force until a new tariff has been established in
9 accordance with the provisions of this Article. Unless otherwise agreed by both
10 Contracting Parties, -tariffs however shall not have their validity extended by
11 virtue of this paragraph for more than twelve (12) months after the date on
12 which they otherwise would have expired.

13 ARTICLE 14 - USER CHARGES

14 Any charge that may be imposed or permitted to be imposed by a Contracting
15 Party for the use of airports and air navigation facilities by the aircraft of the
16 other Contracting Party shall not be higher than those that would be paid by its
17 national aircraft engaged in scheduled international air services.

18 ARTICLE 15 - STATEMENTS OF STATISTICS

19 1. The aeronautical authorities of either Contracting Party shall
20 supply of the aeronautical authorities of the other Contracting Party at the
21 latter's request: such periodic or other statements of statistics as may be
22 reasonably required for the purpose of reviewing the capacity provided on the
23 agreed services by the designated airline of either Contracting Party.

24 2. Such statement shall include the information required to determine
25 the amount of traffic carried by the designated airline on the agreed services
26 and the origins and destinations of such traffic.

27 ARTICLE 16 - TRANSFER OF EXCESS OF RECEIPTS

28 1. Each Contracting Party shall grant to the designated airline of the
29 other Contracting Party the right to transfer inconvertible currencies at the
30 official rate of exchange the excess of receipt over expenditure earned by the

1 airline in its territory in connection with the carriage of passengers, baggage,
2 mail and cargo, subject to the prevailing foreign exchange regulations in the
3 territory of each Contracting Party.

4 2. Whenever the payment system between the Contracting Parties
5 is governed by a special agreement, that agreement shall apply in place of
6 the provisions of this Article.

7 ARTICLE 17 - CONSULTATIONS

8 1. Each Contracting Party can at any time, ask for consultation
9 between the competent authorities of the two Contracting Parties for the
10 interpretation, application or the modification of the present Agreement and
11 its appendices.

12 2. This consultation should begin at the latest sixty (60) days from
13 the date of receipt of the request.

14 3. The possible changes that may be made in this Agreement will
15 come into effect after confirmation by exchange of letters, through
16 diplomatic representations.

17 ARTICLE 18 - SETTLEMENT OF DISPUTES

18 1. If any dispute arises between the Contracting Parties relating to
19 the interpretation or implementation of this Agreement and its Annex, the
20 Contracting Parties shall in the first place endeavour to settle it by
21 negotiation.

22 2. If the Contracting Parties fail to reach a settlement by
23 negotiation, they may refer the dispute for mediation to some person or
24 body; if they are unable to do so, the dispute shall at the request of either
25 Contracting Party be submitted for decision to a tribunal of three (3)
26 arbitrators, one to be nominated by each Contracting Party and the third to be
27 appointed by the two so nominated. Each of the Contracting Parties shall
28 nominate an arbitrator within a period of sixty (60) days from the date of
29 receipt of a notice by either Contracting Party from the other through
30 diplomatic channels requesting arbitration of the dispute by such a tribunal

1 and the third arbitrator shall be appointed within a further period of sixty (60)
2 days. If either of the Contracting Parties fails to nominate an arbitrator within
3 the period specified, or if the third arbitrator is not appointed within the period
4 specified, the President of the Council of the International Civil Aviation
5 Organization may be requested by either Contracting Party to appoint an
6 arbitrator or arbitrators as the case requires. In such case, the third arbitrator
7 shall be a national of a third State and shall act as President of the arbitral
8 tribunal.

9 3. The arbitral tribunal shall first endeavour to reconcile the two
10 Contracting Parties, failing which it shall consider the dispute and give its
11 decision by majority vote. Unless otherwise agreed between the Contracting
12 Parties, the said tribunal shall itself draw up its rules of procedures, choose its
13 own venue and give its decision within ninety (90) days following its
14 constitution.

15 4. The Contracting Party shall comply with any decision given under
16 paragraph (3) of this Article.

17 5. Each Contracting Party shall be responsible for the cost of its
18 designated arbitrator and subsidiary staff provided, and both Contracting
19 Parties shall share equally all such further expenses involved in the activities of
20 the tribunal including those of the President.

21 6. If, and so long as either Contracting Party fails to comply with a
22 decision given under this Article, the other Contracting Party may limit,
23 withhold or revoke any rights or privileges which it has granted by virtue of this
24 Agreement to the Contracting Party in default or to its designated airline.

25 ARTICLE 19 - EFFECT OF MULTILATERAL AGREEMENT

26 This Agreement and its Annex shall be deemed amended so as to conform with
27 any multilateral air transport agreement which may become binding on both
28 Contracting Parties.

29 ARTICLE 20 - AMENDMENTS

30 1. If either of the Contracting Parties considers it desirable to modify

1 any provision of this Agreement, such modifications, if agreed between the
2 Contracting Parties and if necessary after consultation in accordance with
3 Article (18) of this Agreement, shall come into effect when confirmed by an
4 exchange of notes, through the diplomatic channels.

5 2. If the amendment relates to the provisions of the Agreement
6 other than those of the annexed schedules, the amendment shall be approved
7 by each Contracting Party in accordance with its constitutional procedures.

8 3. If the amendment relates only to the provisions of the annexed
9 schedules, it shall be agreed upon between the aeronautical authorities of
10 both Contracting Parties.

11 ARTICLE 21 - REGISTRATION WITH THE INTERNATIONAL CIVIL
12 AVIATION ORGANISATION

13 This Agreement and any subsequent amendments hereto shall be registered
14 with the International Civil Aviation Organization by the State where the
15 signature of the Agreement will take place.

16 ARTICLE 22 - TERMINATION

17 1. Either Contracting Party may at any time give notice to the other
18 Contracting Party of its decision to terminate this Agreement; such notice
19 shall be simultaneously communicated to the International Civil Aviation
20 Organization. In such case the Agreement shall terminate twelve (12)
21 months after the date of receipt of the notice by the other Contracting Party,
22 unless the notice to terminate is withdrawn by agreement before the expiring
23 of this period. In the absence of acknowledgement of the receipt by the other
24 Contracting Party, notice shall be deemed to have been received fourteen
25 (14) days after the receipt of the notice by the International Civil Aviation
26 Organization.

27 2. This Agreement and its Annex shall be subject to ratification by
28 the Contracting Parties and Instruments of Ratification shall be exchanged
29 through diplomatic channels.

ANNEX

A. ROUTE SCHEDULE OF THE DESIGNATED AIRLINE OF NIGERIA

Point of Departure	Intermediate Points	Points(s) in Qatar	Points Beyond
Any Point(s) in Nigeria	Any Point(s)	Doha	Any Point(s)

B. ROUTE SCHEDULE OF THE DESIGNATED AIRLINE OF QATAR

Point of Departure	Intermediate Points	Point(s) in Qatar	Points Beyond
Any Point(s) in Nigeria	Any Point(s)	Lagos Kano Abuja Enugu	Any Point(s)

ARTICLE 23 - INTERPRETATION

For the purpose of this agreement (and the Annex attached hereto) unless the context otherwise requires:

(a) "Agreement" means this Agreement, the Annex attached thereto and any or similar documents amending the present Agreement or the Annex;

(b) "the Convention" means the Convention on international Civil Aviation opened for signature at Chicago on the seventh day of December, 1944 and includes any annexes adopted under Article 90 of that Convention made pursuant to Articles 90 and 94 thereof so far as those Annexes and Amendments have been adopted by both Contracting Parties;

(c) "aeronautical authorities" means, in the case of the Government of the Federal Republic of Nigeria, the Minister of (State) Aviation and any person or body authorized to perform any functions at present performed by the said Minister or similar functions, and, in the case of the Government of the State of Qatar, the Minister of Transpiration and Communications or any person or body authorized to perform any function at present exercisable by the said Minister or similar functions;

(d) "designated airline" means an airline which has been designated and authorized in accordance with Article 4 of this Agreement;

1 (e) "territory" in relation to a State has the meaning assigned to it in
2 Article 2 of the Chicago Convention;

3 (f) "air services", "international air services", "airline" and "stop
4 for non- traffic purposes" have the meanings respectively assigned to them
5 in Article 96 of the Convention;

6 (g) "regular equipment" "aircraft stores" and "spare parts" have the
7 meanings respectively assigned to them in Annex 9 of the Convention; and

8 (h) "tariff" means the prices to be paid for the carriage of
9 passengers, baggage and cargo and the conditions under which those prices
10 apply, including prices and conditions for agency and other auxiliary
11 services but excluding remuneration and conditions for the carriage of mail.

12 (i) "capacity" in relation to an aircraft means the payload of the
13 aircraft available on the route or section of a route; and in relation to a
14 specified air service means the capacity of aircraft, used on such service,
15 multiplied by the frequency of the flights, operated by such an aircraft over a
16 given period and route or section of route.

17 (j) 'user Charges' means any charge that may be imposed or
18 permitted to be imposed by a Contracting Party for the use of airports and air
19 navigation facilities.

20 ARTICLE 24 – CITATION

21 1. This Bill may be cited as the Bilateral Air Services Agreement Citation
22 between the Federal Republic of Nigeria and the State of Qatar Bill, 2017.

EXPLANATORY MEMORANDUM

This Bill seeks to enable effect to be given in the Federal Republic of Nigeria to the Bilateral Air Services Agreement between the Government of the Federal Republic of Nigeria and the Government of the State of Qatar.

