

**BILATERAL AIR SERVICES AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA  
AND  
THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA**

The Government of the People's Republic of China and the Government of the Federal Republic of Nigeria (hereinafter referred to as "the Contracting Parties");

Considering that the Government of the People's Republic of China and the Government of 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; and

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

Have agreed as follows:

**Article 1**  
**Definitions**

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

(a) the term “aeronautical authorities” means, in the case of the People’s Republic of China, the Civil Aviation Administration of China, or any person or body authorized to perform any functions at present performed by the said Administration or any functions similar to being that performed by the said Administration, and in the case of the Federal Republic of Nigeria, the Minister of Aviation and any person or body authorized to perform any functions at present performed by the said Minister or similar functions;

(b) the term “this Agreement” shall include all Appendices, Annexure and any amendments hereto;

(c) the terms “agreed service” means international air service pursuant to Article 2 (Rights and Privileges of Designated Airlines) of this Agreement;

(d) 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.

(e) the term “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 so far as those Annexes and Amendments have been adopted by both Contracting Parties;

(f) the term “designated airline” means an airline which has been designated and authorized in accordance with Article 3 (Airline Designation and Authorization) of this Agreement;

(g) the term “regular equipment”, “aircraft stores” and “spare parts” have the meaning respectively assigned to them in the Convention.

(h) the term “specified route” means the route specified in the appropriate section of the Annex to this Agreement.

(i) the term “tariff” means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary service, but excluding prices and conditions

for the carriage of mail.

(j) the term “territory” in relation to a State means the land areas and territorial waters adjacent thereto and the airspace above them under the sovereignty of that State;

(k) the term “user charges” means any charge that may be imposed or permitted to be imposed by one Contracting Party for the use of airports and navigation facilities.

## **Article 2**

### **Rights and Privileges of Designated Airlines**

1. Each Contracting Party shall grant to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the appropriate section of the Annex to this Agreement. Such services and routes are hereinafter called “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 along the air routes prescribed by the aeronautical authorities of the other Contracting Party;

(b) to make stops for non-traffic purposes, at points on the specified route in the territory of the other Contracting Party, subject to the approval of the aeronautical authorities of the other Contracting Party; and

(c) to make stops in the said territory of the other Contracting Party at the points specified for that route in the Annex to this Agreement for the purpose of putting down and taking up international traffic in passengers, baggage, cargo and mail, in accordance with the provisions of this Agreement and the Annex attached hereto.

2. Nothing in paragraph 1 of this Article shall be deemed to confer on the designated airlines of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo and mail destined for another point in the territory of the other Contracting Party.

## **Article 3**

### **Airline Designation and Authorization**

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 the agreed services

on the specified route, and to withdraw or alter such designations.

2. On receipt of the notice of such designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this Article, without unreasonable delay, grant to the airlines so designated the appropriate operating authorization.

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 fulfill the conditions prescribed under the laws and regulations which are applicable to the operation of international air services by such authorities in conformity to the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorizations 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 (Rights and Privileges of Designated Airlines) of this Agreement, in the 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 or in both.

5. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services provided that the conditions of operation of these services and the tariffs to be applied thereon have been approved under Articles 13 (Approval of Condition of Operation) and 14 (Tariffs) of this Agreement.

#### **Article 4** **Validity of Certificates**

1. Certificates of airworthiness, certificates of competency and licenses issued or validated by either Contracting Party which have not expired, shall be recognised as valid by the other Party for the purpose of operating the routes specified in the Annex, provided that the requirements under which such certificates and licenses 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 recognise as valid for the purpose of operating the said specified routes over or landing within its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

**Article 5**  
**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 (Rights and Privileges of Designated Airlines) of this Agreement by the designated airlines of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of these rights by the said designated airlines of the other Contracting Party in any of the following cases:

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

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

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

(d) In the event of failure by such airline to qualify before the aeronautical authorities of that Contracting Party under the laws and regulations normally and reasonably applied by these authorities in conformity with the Convention.

2. Unless immediate revocation, suspension of rights or imposition of conditions prescribed in paragraph 1 of this Article is essential to prevent further infringement of laws and regulations by the said designated airline, such rights shall be exercised only after consultation with the other Contracting Party.

**Article 6**  
**Exemption from Customs Duties, Taxes and Charges**

1. Aircraft operated on the agreed services by the designated airlines of either Contracting Party, as well as their regular equipment, spare parts (including engines), fuels, oil (including hydraulic fluids, lubricants) and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempted on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided such equipment and items remain on board the aircraft up to such time as they re-exported or used on the part of the journey performed over the territory.

2. There shall also be exemption on the basis of reciprocity from the same duties, taxes, fees and charges with the exception of charge corresponding to the services performed for:

(a) Aircraft stores (including food, beverages and tobacco), regular equipment, spare parts (including engines), fuels and oil (including hydraulic fluids, lubricants) carried into the territory of a Contracting Party, and for use on aircraft engaged in the agreed services by the designated airline of the other Contracting Party, even when such equipment and items are to be used on part of the journey performed over the territory of the first Contracting Party.

(b) Spare parts (including engines) imported into the territory of either Contracting Party for the maintenance or repair of aircraft used on the agreed services by the designated airline of the other Contracting Party.

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

4. The regular airborne equipment as well as the materials and supplies retained on board the aircraft operated by the designated airline 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 Contracting Party. In such cases, they shall be placed under the supervision of the said customs authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

5. The exemption provided for in paragraphs 1 and 2 of this Article shall also be available where a designated airline of one Contracting Party has contracted with other airline(s), which similarly enjoy(s) such exemptions in the territory of the other Contracting Party, for the loan or transfer in the territory of the other Contracting Party of the equipment and items specified in paragraphs 1 and 2 of this Article.

6. Printed ticket stock, air waybills and publicity materials introduced by the designated airline of one Contracting Party into the territory of the other Contracting Party, shall be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges.

7. Office supplies, vehicles for office use, vehicles for special use at airport, bus-type vehicles (excluding cars) for carriage of crew members and their baggage, as well as computer reservation system and communication equipment including their spare parts of the representation of the designated airline of either Contracting Party shall, when introduced into the said territory of the other Contracting Party, be exempt from customs duties and other duties on importation on the basis of reciprocity provided these supplies are intended for the airline's own use and do not exceed reasonable limit.

8. Baggage, cargo and mail in direct transit shall be exempt from all customs duties, taxes, inspection fees and other similar fees and charges on the basis of reciprocity with the exception of the charges corresponding to the services provided.

#### **Article 7**

##### **Application of National Laws and Regulations**

1. The laws and regulations of one Contracting Party governing the entry into, remaining in and departure from or operation and navigation in its territory of aircraft engaged in international air services, shall be applicable to the aircraft of the designated airline of the other Contracting Party, while entering, departing from or operating and navigating in the territory of the first Contracting Party.

2. The laws and regulations of one Contracting Party governing the entry into, remaining in and departure from its territory of passengers, crew, baggage, cargo or mail transported on board the aircraft and in particular those regarding entry, clearance, immigration, passports, customs and sanitary control, shall be applied to passengers, crews, baggage, cargo or mail taken on board the aircraft of the designated airline of the other Contracting Party, while entering, departing from or operating and navigating in the territory of the first Contracting Party..

3. Other relevant laws and regulations relating to aircraft and provisions in respect of civil aviation of one Contracting Party shall be applicable to the designated airlines of the other Contracting Party while operating the agreed services in the territory of the first Contracting Party.

4. Passengers, baggage, cargo and mail in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall, except in respect of security measures against violence and air piracy, be subject to no more than a simplified control.

5. Neither of the Contracting Parties shall give preference to any other airline over the designated airline of the other Contracting Party in the application of its customs, immigration quarantine, and similar regulations; or in the use of airport, airways and air traffic services and associated facilities under its control.

#### **Article 8**

##### **Aviation Safety**

1. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical

facilities and services, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of receipt of that request.

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 of this Article that meet the Standards established at that time pursuant to the Convention, the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the Standards of the International Civil Aviation Organization. The other Contracting Party shall then take appropriate corrective action within an agreed time period.

3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of another Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search by the authorized representatives of the other Contracting Party, provided that this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the Standards established at that time pursuant to the Convention.

4. When urgent action is essential to ensure the safety of an airline operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorization of the airline designated by the other Contracting Party.

5. Any action by one Contracting Party in accordance with paragraphs 4 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

## **Article 9**

### **Aviation Security**

Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at

Montreal on 24 February 1988. Additionally:

- (a) The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
- (b) The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International civil Aviation to the extent that such provisions are applicable to the Contracting Parties. They shall require that operators of aircraft of their registry and operators of aircraft who have their principal place of business or permanent residence in their territory and operators of airport in their territory act in conformity with such aviation security provisions.
- (c) Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions established by the other Contracting Party while entering into, departing from, or while within the territory of that other Contracting Party. Consequently, each Contracting Parties shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, baggage, cargo and aircraft stores prior to boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
- (d) In the event that an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

#### **Article 10** **Commercial Activities**

The designated airline of either Contracting Party shall be allowed to establish in the territory of the other Contracting Party offices for the promotion of air transportation and sale of air tickets as well as other facilities required for the provision of air transportation. The airline shall also be allowed to bring in and maintain in the territory of the other Contracting Party relating to entry, residence and employment, managerial, sales, technical, operational and other specialist staff required for the provision of air transportation.

**Article 11**  
**Principle Governing Operation**

1. There shall be fair and equal opportunity for the designated airlines of each Contracting Party to operate the agreed services on the specified routes.
2. The total capacity to be provided on each of the specified routes shall be in accordance with reasonably anticipated traffic demands.
3. For the operation of the agreed services on the specified route, the designated airline of each Contracting Party shall have the right, on the reciprocal basis, to set up representation within the territory of the other Contracting Party.

**Article 12**  
**Technical Services and Rate of Charge**

1. Each Contracting Party shall provide regular airport(s), alternate airport(s) and air navigation facilities in its territory and relevant services including communications, navigational, meteorological and other auxiliary facilities and services for the operation of the agreed services by the designated airline of the other Contracting Party.
2. The designated airline of each Contracting Party shall be charged for the use of airports and air navigation facilities of the other Contracting Party at fair and reasonable rates prescribed by the appropriate authorities of the other Contracting Party. Such rate shall not be higher than those applicable to any airline of other States for the services and the use of similar airports and air navigational facilities in the territory of the other Contracting Party.

**Article 13**  
**Approval of Conditions of Operation**

1. The time-tables of the agreed services and in general the conditions of operation, shall be submitted by the designated airline of one Contracting Party for the approval of the aeronautical authorities of the other Contracting Party at least sixty (60) days before the intended date of their introduction. In special cases this time limit may be reduced, subject to the agreement of the said authorities.
2. Any modifications to such time-tables and conditions shall also be submitted to the aeronautical authorities for approval.

## **Article 14**

### **Tariffs**

1. The tariffs to be charged by the designated airlines of each Contracting Party to the agreed services on the specified routes shall be established at reasonable rate, due regard being paid to all relevant factors, including cost of operation, reasonable profit and tariffs of other airlines.
2. The tariffs referred to in paragraph 1 of this Article, together with the rates of agency commission applicable, shall be submitted for the approval of the aeronautical authorities of both Contracting Parties at least sixty (60) 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.
3. If the tariffs are not approved by the aeronautical authorities of one Contracting Party, the aeronautical authorities of both Contracting Parties shall try to determine the tariff by agreement between themselves.
4. If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph 2 of this Article or on the determination of any tariff under paragraph 3, the dispute shall be settled in accordance with the provisions of Article 17 (Consultation) of this Agreement.
5. Subject to the provisions of paragraph 4 of this Article, no tariff shall come into force if the aeronautical authorities of each Contracting Party have not approved it.
6. 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. Unless otherwise agreed by both Contracting Parties, tariffs however shall not have their validity extended by virtue of this paragraph for more than twelve (12) months after the date on which they otherwise would have expired.

## **Article 15**

### **Exchange of Information**

1. The aeronautical authorities of either Contracting Party shall supply of the aeronautical authorities of the other Contracting Party at the latter's request: such period 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 airlines of either Contracting Party.
2. Such statement shall include the information required to determine the amount of

traffic carried by the designated airlines on the agreed services and the origins and destinations of such traffic.

**Article 16**  
**Transfer of Excess of Receipts**

1. Each Contracting Party shall grant to the designated airlines of the other Contracting Party, on the reciprocal basis, the right to transfer in convertible currencies at the official rate of exchange prevailing on the date of remittance, the excess of receipt over expenditure earned by the airline in its territory in connection with the carriage of passengers, baggage, mail and cargo, subject to the prevailing foreign exchange regulations in the territory of each Contracting Party.
2. Whenever the payment system between the Contracting Parties is governed by a special agreement, that agreement shall apply in place of the provisions of this Article.

**Article 17**  
**Consultation**

1. Each Contracting Party can at any time, ask for consultation between the competent authorities of the two Contracting Parties for the interpretation, application or the modification of the present Agreement and its appendices.
2. This consultation should begin at the latest sixty (60) days from the date of receipt of the request by the other Contracting Party unless otherwise agreed to.

**Article 18**  
**Settlement of Disputes**

1. If any dispute arises between the Contracting Parties relating to the interpretation or implementation of this Agreement and its Annex, the aeronautical authorities of each Contracting Parties shall in the first place settle endeavor to settle it by negotiation.
2. If the aeronautical authorities of both Contracting Parties fail to reach a settlement by negotiation, the Contracting Parties shall settle such dispute through diplomatic channels.

**Article 19**  
**Effect of Multilateral Agreement**

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

**Article 20**  
**Amendments**

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, such modification, if agreed by the Contracting Parties and if necessary after consultation in accordance with Article 17 (Consultation) of this Agreement, shall come into effect when confirmed by exchange of notes through diplomatic channels.
2. If the amendment relates only to the provisions of the annexed schedule, it shall be agreed upon between the aeronautical authorities of both Contracting Parties and shall be effective from the date of the approval of the aeronautical authorities.

**Article 21**  
**Registration of Agreement with ICAO**

This Agreement and any amendments thereto shall be registered with the International Civil Aviation Organization.

**Article 22**  
**Entry into Force**

1. This Agreement shall enter into force when there has been an Exchange of Notes between the Contracting Parties through diplomatic channels, confirming that the constitutional requirements in their respective countries have been complied with.
2. This Agreement shall remain in force for an indefinite period of time.

**Article 23**  
**Termination**

Either Contracting Party may at any time give notice to the other Contracting Party through diplomatic channels of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such a 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.

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed this Agreement on the date herein specified.

Done in Abuja on the 7<sup>th</sup> Day of May, 2014 in duplicate in the Chinese and English languages. Both texts being equally authentic.

**For the Government of the  
People's Republic of China**



**For the Government of the  
Federal Republic of Nigeria**



**Annex**  
**Route Schedule**

Routes on which the scheduled international air services will be operated in both directions by the designated airlines of the People's Republic of China:

|                      |                                          |
|----------------------|------------------------------------------|
| Original Points:     | Points in the People's Republic of China |
| Intermediate Points: | 2 points to be specified later           |
| Destination Points:  | Lagos                                    |
| Points beyond:       | to be agreed                             |

Routes on which the scheduled international air services will be operated in both directions by the designated airlines of the Federal Republic of Nigeria:

|                      |                                           |
|----------------------|-------------------------------------------|
| Original Points:     | Points in the Federal Republic of Nigeria |
| Intermediate Points: | 2 points to be specified later            |
| Destination Points:  | Guangzhou                                 |
| Points beyond:       | to be agreed                              |

Footnotes:

1. The designated airlines of each Contracting Party may on any or all flights, omit at discretion, calling at any point on the specified route, provided that the agreed services on the route begin and terminate in the territory of the Contracting Party designating the airline.
2. No cabotage rights will be allowed between points in Nigeria and between points in China.
3. The fifth freedom traffic rights shall be agreed upon between the aeronautical authorities of the two Contracting Parties.