



FEDERAL AIRPORTS AUTHORITY OF NIGERIA

AN AGREEMENT

BETWEEN

FEDERAL AIRPORTS AUTHORITY OF
NIGERIA

AND

MAEVIS LTD



XX
For the Acquisition, Installation, Operation and Management of
World Class Integrated (AOMS), AODB, CUTE, CUSS, PBS in
designated Airports
XX

Redacted

THIS AGREEMENT is made the 31st day of SEPTEMBER 2007

BETWEEN

FEDERAL AIRPORTS AUTHORITY OF NIGERIA a Parastatal of the Federal Ministry of Transportation (Air Transport) established under the Laws of Nigeria whose head office is at FAAN Head Quarters, Murtala Muhammed Airport, Ikeja, Lagos (hereinafter referred to as "FAAN" which expression shall where the context so admits include its successor-in-title, representatives and assigns of the one part;

AND

MAEVIS LIMITED a specialist Systems Integrator, Process Improvement, Revenue Enhancement and Information Communications Technology (ICT) Services Company registered in Nigeria, having its registered office at 13 Mekong Crescent, Maitama Abuja (hereinafter referred to as "Maevis" which expression shall where the context so admits include its successor-in-title, representatives and assigns of the other part.

WHEREAS:

1. In line with international best practice and standards and in order to improve its service offerings, create a level playing field for all airlines, handling agents and concessionaires, FAAN intends to acquire, install, deploy and maintain for use an integrated Common Use Terminal Equipment, Computer Based Departure Control System Platform, a fully automated Airport Pricing and Billing System, a proactive Revenue Management System, and an electronic Payment Gateway System that gives FAAN Management an efficient Airport Passenger, Cargo, Airline commercial operations.
2. FAAN as part of its reform strategy intends to have total control over a transparent, invoicing system, revenue collection processes that allows for effective monitoring, and notification of all payments due to and due from FAAN irrespective of type or payment medium, while at the same time ensuring that all funds due to FAAN from the Airlines, Ground Handling Companies, Concessionaires, Airline Agents and other Stakeholders are collected, cleared and remitted to the designated FAAN operating accounts promptly and efficiently and duly accounted for.



3. In fulfilling these objectives and in line with Federal Government public sector reforms, FAAN has resolved to appoint an ICT Systems Integrator to provide, operate and maintain the necessary equipment, software and well trained personnel as set out in the FOURTH and FIFTH SCHEDULES to this Agreement while FAAN will provide the necessary enabling environment to assure the success of this initiative.
4. MAEVIS is an ICT Company, working in partnership with UNISYS, and other Sub Contractors, all foreign software and hardware owners, in the provision and management of a world class Airport Operations Systems and hardware installation, operations and maintenance.
5. The award to MAEVIS pursuant to this Agreement is limited to four (4) Airports for the duration of this Agreement namely: Murtala Muhammed Airport, Ikeja, Nnamdi Azikiwe Airport, Abuja, Mallam Aminu Kano Airport, Kano and Port Harcourt Airport, Port Harcourt. (hereinafter referred to as the "The Airports") PROVIDED that if MAEVIS is in breach of its obligations under this Agreement that would give rise to a right of termination by FAAN.
6. The parties have agreed to enter into this Agreement for the implementation of the project and otherwise regulate their rights, obligations and interests in relation to the Project in the manner hereinafter provided.

NOW IT IS HEREBY AGREED as follows:

ARTICLE 1

FAAN hereby grants unto MAEVIS the right, subject to the provisions of this Agreement, to provide, operate and maintain the necessary equipment, software and well trained personnel for a transparent, invoicing system, revenue collection processes that allows for effective monitoring and notification of all payments due to and due from FAAN.

ARTICLE 2 DEFINITIONS



- 2.1 In this Agreement the following words and expression shall have the following meanings:
 - 2.1.1 "This Agreement" means the terms and conditions in this document.
 - 2.1.2 "The parties" refers to FAAN and MAEVIS.

- 2.1.3 "Contract Documents" means all the documents referred to in the SECOND SCHEDULE to this Agreement.
- 2.1.4 "FAAN's Projected Revenue" means the projected Internally generated Revenue per annum for every year of the tenure of this Agreement referred to as an Annexure under the THIRD SCHEDULE to this Agreement.
- 2.1.5 "The Airports" means Murtala Muhammed Airport, Ikeja, Nnamdi Azikiwe Airport, Abuja, Mallam Aminu Kano Airport, Kano and Port Harcourt Airport, Port Harcourt.
- 2.1.6 "The Project" means the acquisition, installation, operation and management of a world class Airport Operations Management System (AOMS), AODB, CUTE, EFT, FIDS, PIMFS, CUSS, Tollgates, Car Parks AND Information Technology Systems at the airports and as specified under the FIRST SCHEDULE to this Agreement.
- 2.1.7 "AOMS" means Airport Operations Management System
- 2.1.8 "AODB" means Airport Operations Database
- 2.1.9 "CUTE" means Common User Terminal Equipment
- 2.1.10 "CUSS" means Common User Self Service
- 2.1.11 "EFT" means Electronic Funds Transfer
- 2.1.12 "FIDS" means Flight Information Display System
- 2.1.13 "PIMFS" means Passenger Information Movement and Facilitation System
- 2.1.14 "LDCS" means Local Departure Control System
- 2.1.15 "Base Income" means the Income for the Airport as described in the third schedule to this Agreement
- 2.1.16 "Revenue Enhancement" means any Increment in turnover and above the base income.
- 2.1.17 "Equipment" means such equipment as detailed under the first schedule to this Agreement and referred to as Project Specifications.
- 2.1.18 "ICT" means Information and Communications Technology"
- 2.1.19 "Minister" means the Minister in charge of Air Transport of the Federal Republic of Nigeria



2.1.20 "Year" means a period of twelve (12) calendar months.

2.2 The headings of this Agreement have been inserted for convenience of reference only and shall not affect the construction or interpretation of the clauses.

ARTICLE 3 THE PROJECT

3.1 The project shall comprise the acquisition, installation, operation and management of world class Integrated Airport Operations Management System (AOMS) Airport Operation Database (AODB), Common Use Terminal Equipment (CUTE), Computer Based Departure Control System Platform, Common Use Self Service (CUSS) Kiosk, a fully automated Airport Pricing and Billing System (PBS), a proactive Revenue Management System and an electronic payment Gateway System incorporating a Transparent Electronic Funds Transfer and Settlement System at the Airports and as further specified in the first schedule to this Agreement.

3.2 The project shall be carried out in accordance with terms and conditions set out in this Agreement.

ARTICLE 4 TERM

4.1 This Agreement shall commence on the date first above written and unless sooner determined pursuant to this Agreement continue for a period of ten (10) years in the first instance and renewable for a further term of five (5) years subject to MAEVIS satisfactory performance and provided there has been no breach of the Agreement. Thereafter, the same may be renewed by the Agreement of the parties from time to time.

4.2 Any party desirous of such renewal shall give the other a written request at least six (6) months to the expiration of the term hereby granted, and any omission thereof shall not operate as automatic renewal under the same terms and obligations as are stipulated in this Agreement.

ARTICLE 5 OBLIGATIONS OF FAAN

5.1 FAAN shall provide MAEVIS with the enabling environment to implement the project in Article 3.1 and 3.2.

5.2 FAAN shall also assist MAEVIS, where necessary, with the issuing of necessary directives authorizations and access to the various airlines, handling agents,



cessionaires and other persons operating in and within the various airports including financial institutions connected with FAAN for the successful and effective implementation of the project.

FAAN shall provide adequate space and power supply to MAEVIS free of all encumbrances and cost for the Data centre at the airport.

FAAN shall provide office space and power supply to MAEVIS at all airports contemplated under this Agreement for a fee to be agreed by the parties but governed by the existing tariff.

FAAN shall pay two percent (2%) of the revenue currently collected by FAAN in the designated Airports and at the time of this Agreement to MAEVIS for the restructuring and management of the Pricing, Billing, Revenue collection and Revenue Management System of FAAN and on- the- job, continuous- training of FAAN staff as provided in 7.1 (i) of this Agreement.

FAAN shall pay thirty five percent (35%) of any excess in Revenue Enhancement as provided for in Article 7.1 (ii).

ARTICLE 6 OBLIGATIONS OF MAEVIS

MAEVIS shall be responsible for:

- 1 The acquisition, installation and maintenance of all software and such other equipment and/or technology required to successfully implement, operate and maintain the project as set out in the first schedule to this Agreement. PROVIDED that title and ownership in the equipment shall be transferred to FAAN upon the expiration of this Agreement with reasonable minimum compensation to MAEVIS for the upgraded equipment annually by MAEVIS in accordance to Article 6.15 of this Agreement.
- 2 Doing all such other things as may be necessary for the efficient and successful implementation of the project.
- 3 Conducting the business of MAEVIS on sound commercial principle and in accordance with international Best Practices so as to generate the optimum income.
- 4 For the generation and collection of all data and issuing of invoices to the various airlines, handling companies, concessionaires and other persons operating in the aforesaid airports and directing them to pay to FAAN's designated revenue accounts as contained in the attached SIXTH SCHEDULE through the implementation and management of the project



- 6.5 Payment for office space at the on going commercial rates and utility/electricity charges as per consumption.
- 6.6 Provision for each member of its staff at its expense with ON-DUTY-CARD which shall be worn whenever the said staff are on duty and which shall bear the name of MAEVIS as well as means of individual identification.
- 6.7 Provision, installation and maintenance at its own expense all moveable furniture, furnishings and equipment and shall bear the cost of installations and use of any telephone services required for the project.
- 6.8 All such authorization, licenses, access and permits necessary and required by MAEVIS for the successful implementation of the project.
- 6.9 To recommend and co-ordinate the training of staff of FAAN who are involved with the operation of the System.
- 6.10 FAAN shall have an unfettered access to all information processes and raw data.
- 6.11 To hand over a functional Structure to FAAN upon the expiration of this Agreement.
- 6.12 To implement and maintain a comprehensive system of data protection, security and backup.
- 6.13 To ensure the System uptime is not less than 95%.
- 6.14 To arrange and implement a regular programme of maintenance for the System.
- 6.15 To prevent obsolescence of the System by implementing regular hardware and software upgrades.
- 6.16 To ensure that the System's data structure evolves to meet the changing needs of FAAN.
- 6.17 To carry out other assignments as may be specified from time to time by FAAN to ensure the smooth operation of the System.
- 6.18 Generally to take all steps which are reasonably required by FAAN to ensure the timely and successful operation of the System.



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- 6.17 To carry out other assignments as may be specified from time to time by FAAN to ensure the smooth operation of the System.
- 6.18 Generally to take all steps which are reasonably required by FAAN to ensure the timely and successful operation of the System.



- 6.19 Tracking and ensuring payments of all revenue generated through the implementation and management of the project and shall turn over all proceeds realized to FAAN subject to the deduction at source to MAEVIS the 35% equivalent sum distribution as provided in Article 7.1 (ii).

ARTICLE 7 CONSIDERATION

- 7.1 As consideration for the acquisition of the software, hardware and other equipment and technology for this project, the implementation, operation and maintenance of the project and the observance of the terms and conditions herein contained to be observed, FAAN covenants to pay **MAEVIS the following fees:**

- i. FAAN shall pay MAEVIS two percent (2%) of the revenue currently collected by FAAN in the designated Airports and at the time of this Agreement in consideration for the restructuring and management of the pricing, Billing, Collection and Revenue System of FAAN and for the continuous on-the-job- training of FAAN staff.

- * ii. **REVENUE ENHANCEMENT FEE:** FAAN shall pay MAEVIS thirty five percent (35%) of additional revenue generated and collected above FAAN's current revenue generation as quoted in Article 7.1 through or connected with the use of the Airport Revenue Billing Management System operated by MAEVIS. PROVIDED that this payment is made by FAAN to MAEVIS on a daily basis.

- 7.2 For the purpose of determining the payments due in any day in 7.1 (ii) above, the revenue realized through the system shall be calculated, as at the close of business day, as the aggregate sum of all moneys collected on behalf of FAAN through the System on that day and monthly reconciliation shall be carried out on the last working day of every month.

- * 7.3 For every new source of income designed, deployed or identified by Maevis including the Common Use Terminal Equipment, Departure Control System, Airport Operations Database, Information and other Communication systems supplied by MAEVIS, MAEVIS shall be entitled on behalf of FAAN, to levy and charge such fees from handling companies, airlines and other concessionaires and direct that payment be made to FAAN designated account.

ARTICLE 8 PROJECT COST



The parties agreed that the total capital cost of the project for the Airports shall be K3,959,293,695.97 (three billion, nine hundred and fifty nine million two hundred

and ninety three thousand six hundred and ninety five naira ninety seven kobo) and shall be financed by MAEVIS.

ARTICLE 9 DOCUMENTATION AND AUDITS

9.1 Books, Records and Reports

(a) **Maintenance of Books and Records**

MAEVIS shall prepare and maintain registers, books, records and other means of recording information in the quality and quantity required for facilitating efficient management and supervision of the Airport Management System, for providing information to FAAN, and for informing the public and its customers of the quality and performance of its operations.

(b) **Accounting**

MAEVIS shall maintain suitable and complete accounting and non-accounting records that summarise technical, commercial, financial and personnel information. All such information shall be retained in a form that shall permit regular audits and shall further maintain accounting records in accordance with International Accounting Standard.

(c) **Airport Management System**

MAEVIS shall prepare and maintain records of the Airport Management System in sufficient detail as required by FAAN to provide a full understanding of the state of the Airport Management System.

(d) **Disclosure**

A party shall obtain the written approval of the other party prior to disclosing any confidential information related to this Agreement, the Airport Management System or the Project to the public.

(e) **Other Information**

MAEVIS shall provide to FAAN any other information as FAAN may reasonably require, including and without limitation;

(i) Accurate statistics on the number and types of passengers handled in the aforesaid airports;

(ii) Accurate statistics on the quantity, types and weights of cargo handled in the aforesaid airports;

(iii) Accurate statistics on the number and types of aircraft loaded or unloaded in the aforesaid airports;



- (iv) Accurate statistics on the income generated at the aforesaid airports.

9.2 Reports

MAEVIS shall prepare and submit daily, weekly, monthly, quarterly and annual report and as specified by FAAN for the consideration of the parties which shall include the following technical and financial information:

- (a) Volume of traffic passing through the aforesaid airports;
 - (b) Number of aircraft , inward/outward Cargo and Cargo stored;
 - (c) Number and categories of concessionaires.
 - (d) And all other information relevant to this agreement
- (ii) The quarterly report shall be comprehensive and shall contain in it the weekly and monthly data for that quarter to be sufficient to give an overview of the activities for that quarter.
 - (iii) MAEVIS shall submit the Annual Report to FAAN within fourteen (14) days after the end of each year during the subsistence of this Agreement.

ARTICLE 10 REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties by MAEVIS

MAEVIS represents and warrants at the date of this Agreement and throughout the Term:

- (a) Not to carry out directly or indirectly any activity concerning the project which may directly or indirectly compromise the security of the airport and or of passengers.
- (b) To observe and perform all the covenants and conditions herein reserved to be performed and observed.
- (c) To observe all statutory provisions and all provisions contained in any regulations made by any duly constituted Authority in relation thereto for any purpose, which in the opinion of FAAN shall become necessary.
- (d) it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement and that the execution, delivery and



2.2 Obligation to Co-operate

The parties shall mutually cooperate with each other in order to achieve the objectives of this Agreement. Whenever a consent or approval is required by one party from the other party, such consent or approval shall not be unreasonably withheld or delayed.

ARTICLE 13 BREACH AND TERMINATION

- 13.1 Either party to the Agreement may determine this concession by giving to the other party not less than two (2) months written notice of its intention to terminate the concession if either party fails to remedy the situation complained of.

FAAN shall have the right to terminate this Agreement if MAEVIS shall:

- i) become bankrupt or goes into liquidation, or assigns the concession or any part thereof, or shall have an execution levied on its goods;
- ii) abandon the project without reasonable cause or suspend the execution of the projects without FAAN's consent, or fails to proceed with the FAAN's instruction.
- iii) fail to execute the project in accordance with the terms of this Agreement or is persistently or flagrantly neglecting to carry out its obligations under this Agreement.

- 13.2 In the occurrence of the above stated event, FAAN shall serve MAEVIS not less than two (2) months' notice in writing terminating the Agreement.

- 13.3 MAEVIS shall have the right to terminate this Agreement if FAAN shall interfere with or obstruct the performance of the project.

ARTICLE 14 COMPENSATION



- 14.1 Compensation upon Force Majeure

The Parties shall bear their respective costs and neither Party shall be required to pay to the other party any costs arising out of an event of Force Majeure.

use best efforts to resolve the dispute. PROVIDED that four (4) of the nominated members (two (2) from each party) shall form a quorum.

15.1 Arbitration

If the Parties cannot resolve the dispute in accordance with the procedure specified in Article 15.2 then any Party may submit such dispute to arbitration by notice to the other Party. Such arbitration shall be governed by the provision of the Arbitration and Conciliation Act, Cap. A18, Laws of the Federation of Nigeria, 2004. The arbitrators shall be experienced in the airport management industry as well as in contracts of a similar nature to this Agreement. The arbitration proceedings shall be conducted and all related communications shall be in the English language. The arbitration shall be conducted in Lagos, Nigeria or such other place within Nigeria as the Parties may mutually agree. In the event that arbitration fails to resolve the dispute, either party may resort to court of competent jurisdiction.

ARTICLE 16 AMENDMENTS AND NOTICES

- 16.1 No provision of this Agreement shall be changed or modified in any way either in whole or in part, except by an instrument in writing made on or after the date of this Agreement, signed on behalf of both parties and which is expressly stated to amend this Agreement.
- 16.2 All notices and request for amendment including any demand for arbitration shall be sufficiently given if sent by registered mail, telefax or cable sent to the address of the respective Party given above.

FIRST SCHEDULE PROJECT SPECIFICATION



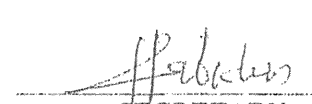
Airport Information System Components

- * Replacement of Check-in Desks for the aforesaid airports
- * Installation of Common User Terminal Equipment (CUTE) at the aforesaid airports for all Check-In Desks, all Boarding Gates, Transfer Desks and Airline as required by users
- * Provision of a Local Departure Control System (LDCS) platform

IN WITNESS WHEREOF, the Parties hereto have caused their respective common seals to be hereunto affixed the day and year first above written.


THE COMMON SEAL of the within named
FEDERAL AIRPORTS AUTHORITY OF NIGERIA (FAAN)
is hereto affixed in the presence of:

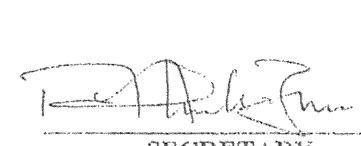

MANAGING DIRECTOR


SECRETARY

THE COMMON SEAL of the within named
MAEVIS LIMITED
is hereto affixed in the presence of:




MANAGING DIRECTOR


SECRETARY