

Trade, Investment Protection and Technical Cooperation Agreement between the Swiss Confederation and the Republic of Dahomey (1)

(1) Currently "Benin"

The Government of the Swiss Confederation and The Government of the Republic of Dahomey,
Wanting to strengthen the bonds of friendship existing between their two countries and anxious to
Develop economic and technical cooperation and their trade, have agreed as follows:

Article 1. Economic and Technical Cooperation

The Government of the Swiss Confederation and the Government of the Republic of Dahomey undertake to cooperate and provide, in conformity with their legislation and within the limits of their possibilities, mutual assistance for the development of their countries, especially in the area of economic and technical.

Article 2. Most-favoured-nation Treatment

Each High Contracting Parties agree to grant each other the most favoured nation treatment with respect to tariffs and customs formalities.

However, the most-favoured-nation treatment does not extend to the privileges, exemptions and concessions that each of the contracting parties is or will be:

- to adjacent countries in frontier traffic;
- to the countries covered with a customs union, a free trade area or a monetary area already established or which may be established in the future.

Article 3. Import Regime In Switzerland

The Government of the Swiss Confederation continues to accord the same liberal regime that that date on import into Switzerland of products originating in the Republic of Dahomey including those mentioned in List D attached.

Article 4. Import Regime In Dahomey

The Government of the Republic of Dahomey authorizes the importation of products originating in the Swiss Confederation including those contained in the list attached S, up to the levels indicated in respect of each item. it shall also be the release of Swiss products imports or global opened quotas for imports of foreign products. the Swiss goods will be placed on the same footing as other foreign countries originating in the context of the global system of quotas.

Article 5. The Protection of Vital Economic Interests

In the event that imports originating in one of the countries or menace-raient would cause serious prejudice to the interest of the other country, both contracting parties reserves the right to take appropriate measures after consultation within the Joint Committee provided for in this Agreement.

Article 6. Business Information

The competent authorities of both Governments shall communicate to each other in a timely manner all relevant information concerning trade, including the import and export statistics and the use of quotas set out in the Agreement. In particular, the Swiss authorities shall provide at least once a year to the authorities dahoméennes total and composition of the Swiss imports of products originating in the Republic of Dahomey. Similarly, the authorities dahoméennes transmit to the Swiss authorities and the composition of the total dahoméennes imports of products originating in the Swiss Confederation.

Any review of trade in goods and the balance of trade between the two countries is based on both sides import statistics.

Article 7. Payment Arrangements

Payments between the Swiss Confederation and the Republic of Dahomey, including the settlement of goods traded within the framework of this Agreement, shall be carried out in accordance with the rules in force between the free zone and Switzerland.

Article 8. Protection of Investments

Investment and property rights and interests belonging to nationals or companies, foundations, associations of one of the High Contracting Parties in the territory of the other will receive treatment which is fair and equitable and not less than that granted by each party to its nationals or, if it is more favourable treatment accorded to nationals or companies, foundations, associations most-favoured nation.

Each Party shall allow the free transfer of proceeds of labour or activity carried out in its territory by nationals or companies, foundations, associations of the other contracting party, as well as the free transfer of interests, dividends, royalties and other income, depreciation and, in the event of partial or total liquidation of the product.

If a party or nationaliserait expropriate property rights or interests belonging to nationals or companies, foundations, associations of the other party or will be taken against those nationals or companies associations, foundations, any other measures of dispossession, direct or indirect, it shall provide for the payment of adequate and effective compensation in accordance with international law. the amount of such compensation shall be fixed at the time of expropriation, nationalization or dispossession, other shall be settled in a currency transferable and shall be paid without undue delay to the claimant, irrespective of their place of residence. however, the measures of expropriation, nationalization or dispossession other shall not be discriminatory, nor contrary to a specific commitment.

Article 9. Arbitration Clause for the Protection of Investments

If any dispute should arise between the contracting parties concerning the interpretation or the implementation of the provisions of article 8 above and the dispute cannot be settled within a period of six months in a satisfactory manner through diplomatic channels, it shall be submitted, at the request of either party to an arbitral tribunal of three members. each Party shall appoint an arbitrator. the two arbitrators appointed shall appoint the Umpire who shall be a national of a third State.

If a Party has not appointed its arbitrator and has not followed the invitation of the other party within two months of such appointment, the arbitrator shall be appointed upon the request of that Party, by the President of the International Court of Justice.

If the two arbitrators cannot reach an agreement within two months after their appointment, at the choice of an umpire, the latter shall be appointed upon the request of either party by the President of the International Court of Justice.

If in the cases specified in paragraphs 2 and 3 of this article, the President of the International Court of Justice is prevented or if he is a national of either party, the appointment shall be made by the Vice-President. if the latter is prevented or if he is a national of either party, the appointment shall be made by the most senior member of the Court who is not a national of either party.

Unless the Parties decide otherwise, the tribunal shall determine its own procedure.

The decisions of the Tribunal shall be binding on the parties.

Article 10. Joint Committee

The Joint Committee shall meet at the request of either of the Contracting Parties, alternately in either the capital of the two

contracting parties. it shall monitor the implementation of this Agreement and all measures should be to enhance economic relations between the two countries.

Article 11. Implementation of the Agreement In Liechtenstein

Articles 2 to 7 of this Agreement shall apply to the Principality of Liechtenstein as long as it is bound to the Swiss Confederation by a customs union treaty. (2)

(2) RS 0.631.112.514

Article 12. Entry Into Force and Extension

This Agreement shall also apply retroactively from 1 January 1966 and shall be valid until 31 December 1967. it shall be renewed every year tacitly renewed for a further period of one year unless one or the other Contracting Party has not reported by written notice of three months before its expiration.

This Agreement shall be ratified. it shall enter into force on 15 days after the exchange of instruments of ratification.

In the event of termination, the provisions of articles 8 and 9 above shall apply for a period of ten years for investments made prior to the termination of the Agreement.

Done in duplicate at Cotonou this 20th day of April 1966

For the Government of the Swiss Confederation:

J. Stroebelin

For the Government of the Republic of Dahomey:

A. Kinde