Agreement Between Malta and the Swiss Confederation on Trade, Protection of Investments and Technical Co-operation

The Government of Malta and the Government of the Swiss Confederation. desirous of strengthening the existing friendly relations and developing trade and technical co-operation between the two countries, have agreed as follows:

Article 1:. Treatment of the Most Favoured Nation

The two Contracting Parties agree to grant each other, with regard to customs duties and customs formalities, treatment not less favourable than that granted to third countries. However, such Most Favoured Nation Treatment shall not extend to advantages, concessions and exemptions which the Contracting Parties grant or will grant

- To neighbouring countries in the border-trade

- To countries participating with this Party in a customs union, in a customs preference system or in a free trade area already in existence or which might be established in the future.

Article 2:. Import Policy

With regard to the importation of goods each Party shall grant to the other the same facilities in respect of import liberalization or global import quotas as may be applied to the products of third countries.

Article 3:. Review of Trade

Any review of the exchange of goods and of the trade balance between the two countries shall be based on their import statistics.

Article 4:. Payments

Payments between Malta and Switzerland shall not be treated less favourable than those between either country and any third country.

Article 5:. Protection of Investments

Investments made by as well as property, rights and interests pertaining to nationals, foundations, associations or companies of one of the Contracting Parties in the territory of the Other or held indirectly by such nationals, foundations, associations or companies shall receive just and equitable treatment at least equal to the treatment which is applied by each Party to its own nationals or the treatment granted to nationals, foundations, associations or companies of the most favoured nation, if the latter is more favourable.

Each of the Contracting Parties undertakes to authorize the free transfer of the produce of professional and business activities, on its territory, of the nationals, foundations, associations or companies of the Other, as well as the free transfer of interests, dividends, royalties and other income, of amortizations and, in case of partial or total liquidation, of the product of such liquidation.

If a Contracting Party expropriates or nationalizes property, rights or interests of nationals, foundations, associations or companies of the other Contracting Party or held indirectly by such nationals, foundations, associations or companies, or if it takes any other measure with a view to direct or indirect dispossession of these nationals, foundations, associations or companies, it shall, according to international law, provide for the payment of an effective and adequate compensation. The amount of this compensation, which has to be fixed at the time of expropriation, nationalization or dispossession, shall be settled in a transferable currency and paid without undue delay to the persons, foundations, associations or companies

entitled to it irrespective of their place of residence or seat. The measures of expropriation, nationalization or dispossession shall not, however, be discriminatory nor shall they be contrary to any specific undertaking.

Article 6:. Clause of Arbitration Regarding the Protection of Investments

If a dispute arises between the Contracting Parties as to the interpretation or application of the provisions of Article 5 above and if it cannot be settled in a satisfactory way by means of diplomatic negotiations within six months, it shall, upon the request of either Contracting Party, be submitted to an arbitral tribunal consisting of three members. Each Contracting Party shall appoint one arbitrator. The two arbitrators so appointed shall nominate a chairman who has to be a national of a third State.

If either Contracting Party fails to appoint its arbitrator and does not follow the invitation of the other Contracting Party to do so within two months, such arbitrator shall be appointed upon the request of this Contracting Party by the President of the International Court of Justice.

If both arbitrators cannot agree upon the choice of a chairman within two months following their appointment, such chairman shall, upon the request of either Contracting Party, be appointed by the President of the International Court of Justice.

If, in the cases specified under paragraphs 2 and 3 of this Article, the President of the International Court of Justice is prevented from carrying out the said function or if he is a national of either Contracting Party, the appointments shall be made by the Vice President. If the vice-president is prevented from discharging his function or if he is a national of either Contracting Party, the appointments shall be made by the oldest member of the Court who is not a national of either Contracting Party.

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

The decisions of the tribunal shall be binding upon the Contracting Parties.

Article 7:. Economic and Technical Co-operation

The Government of Malta and the Government of the Swiss Confederation agree to co-operate and to extend to each other, within their legislation and possibilities, reciprocal aid with a view to developing their countries, in particular in the economic and technical field.

Article 8:. Mixed Committee

A mixed committee shall meet at the request of either of the two Contracting Parties in order to review the application of the present Agreement and the possibilities of improving economic relations between the two countries. The mixed committee shall determine its own procedure.

Article 9:. Coming Into Force and Renewal

The present Agreement shall be applicable provisionally as from the day of its signature, its coming into force depending on the notification of each Contracting Party to the other that the constitutional prescriptions for the conclusion and entering into force of international agreements have been complied with. It shall here after be valid for a period of one year and continue in force from year to year without formal renewal for a new period of one year, unless and until terminated by either of the two Contracting Parties by three months' written notice.

In case of termination of the present Agreement, the provisions of articles 5 and 6 heretofore shall continue to apply for ten years with respect to investments made before the termination of the Agreement.

Done in two originals in Valletta and Berne this twentieth day of January, 1965, in English and French both texts being equally authoritative.

For the Government of Malta:

(Sgd.) Salvino Mizzi for Secretary Industrial Development

For the Government of The Swiss Confederation:

(Sgd.) H. Buhler Vice-Director of the Division of Commerce of the Federal Department of Public Economy

DECLARATION IN TERMS OF ARTICLE 9: COMING INTO FORCE AND RENEWAL

A. Declaration by the Government of Malta

WHEREAS for the purpose of strengthening the existing friendly relations and developing trade and technical co- operation between Malta and the Swiss Confederation an Agreement between the two countries on Trade, Protection of Investments and Technical Cooperation was signed simultaneously at Valletta and Berne on the Twentieth day of January, One thousand Nine hundred and Sixty-five, by Mr. Salvino Mizzi as the representative of the Government of Malta and by Mr. H. Buhler as the representative of the Government of the Swiss Confederation; I, GIORGIO BORG OLIVIER, Prime Minister of Malta, do hereby declare and confirm that the constitutional prescriptions in force in Malta for the conclusion and entering into force of international agreements have been complied with.

Given at the Auberge d'Aragon, Valletta, this fifteenth day of February, 1965.
(sgd.) G. BORG OLIVIER, Prime Minister.

B. Declaration by the Government of the Swiss Confederation

WHEREAS the entry into force of the Agreement on Trade, Protection of Investments and Technical Co-operation between the Swiss Confederation and Malta, signed on the 20th January, 1965 in Berne and Valletta, depends—in accordance with Article 9- on the notification by each Contracting Party to the other that it has conformed with the constitutional prescriptions for the conclusion and entering into force of international agreements,

The Federal Political Department certifies by these Presents that the Swiss Confederation has conformed with the said prescriptions regarding this Agreement.

Berne, the 23rd February, 1965. The Federal Political Department. (sgd.) P. MICHELI, Secretary General