

Economic and Technical Cooperation Agreement between the Government of the Kingdom of the Netherlands and the Government of the Republic of Côte d'Ivoire

The Government of the Kingdom of the Netherlands and the Government of the Republic of the Ivory Coast, moved by the desire to strengthen their traditional ties of friendship and to develop and intensify their economic relations on the basis of equality and mutual benefit, and with a view to the application of the provisions of the Association Convention between the European Economic Community and the African and Malagasy States associated with that Community, have agreed on the following provisions:

Article 1.

1. The Contracting Parties undertake to cooperate and to provide each other, in accordance with their legislation and insofar as they are able, with mutual assistance for the development of their countries, particularly in the economic and technical fields.
2. On the basis of and within the framework of this Agreement, it is intended to conclude special agreements in the field of technical cooperation.

Article 2.

1. With a view to achieving the objectives set out in this Agreement, the Government of the Kingdom of the Netherlands is prepared to grant to Dutch enterprises which so request authorizations for the supply of capital goods to state and private enterprises in the Ivory Coast, on the basis of instalments.
2. The Contracting Parties undertake to promote as far as possible the establishment of a multilateral system of guarantees for private investments against non-commercial risks. In the event that the creation of such a system does not appear possible within a reasonable period of time, the possibility shall be studied of taking measures in this field on a bilateral basis.
3. For its part, the Government of the Republic of the Ivory Coast shall provide the necessary guarantees for the transfer, at each due date, of the sums due to the Dutch creditors, in accordance with the legislation in force in the Republic of the Ivory Coast, or the repatriation of the capital invested and the dividends relating thereto.

Article 3.

Investments, as well as property, rights and interests belonging to natural and legal persons who are nationals of one of the Contracting Parties in the territory of the other, shall enjoy fair and non-discriminatory treatment at least equal to that accorded by each Contracting Party to its nationals and to nationals of the European Economic Community.

Article 4.

Each contracting party undertakes to authorize, using the options offered by the regulations enacted in implementation of its current legislation or any other more favorable legislation which may be enacted in the future

- the transfer of real net profits, interest, dividends and royalties accruing to natural or legal persons who are nationals of the other Party
- the transfer of the proceeds from the total or partial liquidation of investments approved by the country in which they are made

- the transfer of an adequate part of the proceeds of the work of nationals of the other Party authorized to carry on business in its territory.

Article 5.

In the event of a Party expropriating or nationalizing property, rights or interests belonging to natural or legal persons who are nationals of the other Party, or taking any measure of direct or indirect dispossession against them, it shall provide for the payment of effective and adequate compensation in accordance with international law.

The amount of such compensation, which shall be fixed at the time of the expropriation, nationalization or dispossession, shall be paid without undue delay to the rightful claimant and transferred immediately. However, the measures of expropriation, nationalization and dispossession shall not be discriminatory or contrary to any specific undertaking.

Article 6.

Each Contracting Party shall accord in its territory to the nationals and industrial and commercial enterprises of the other Contracting Party the same treatment as that accorded to its own nationals and industrial enterprises with respect to the granting and maintenance of the rights to patents, trademarks, trade names, trade labels and any form of industrial property.

Article 7.

1. Each of the Contracting Parties shall refrain from taking discriminatory measures which might prejudice the maritime navigation of the other Contracting Party and adversely affect the choice of flag, contrary to the principles of free competition. Exceptions to this rule shall be, on the one hand, fishing and coastal navigation in the parts of the Kingdom of the Netherlands situated outside Europe, the laws of which alone shall be applicable in this matter, and, on the other hand, the special advantages which the Republic of the Ivory Coast has granted or may grant to certain navigations reserved for boundary marking, coastal navigation, towing and coastal fishing as provided for by the Merchant Marine Code and the Customs Code of the Ivory Coast.

2. Each Contracting Party shall ensure in its ports to vessels flying the flag of the other Contracting Party, the same treatment as that accorded to its own vessels. This provision shall apply to customs formalities, the levying of duties and taxes in ports, free access to ports, the use of ports and any facilities granted to shipping and economic activities in respect of vessels, their crews, passengers and the goods they carry. This includes, in particular, the allocation of berths at wharves and the facilities granted for loading and unloading.

Article 8.

1. In the field of civil aviation, the Contracting Parties shall take into consideration the interest of the greatest possible freedom of air traffic.

2. Consequently, the Contracting Parties agree that compliance with the provisions of the existing Air Transport Agreement between the two Contracting Parties is the best way of achieving the objectives set out in paragraph 1 above.

Article 9.

As regards taxes, duties and charges, each Contracting Party shall treat nationals and companies of the other Contracting Party in its territory in the same way as it treats its own nationals and nationals of other Member States of the European Economic Community.

Article 10.

Each Contracting Party undertakes to encourage and facilitate in its territory and within the limits imposed by its legislation the organization of economic and trade exhibitions and events by the other Contracting Party.

Article 11.

A Joint Commission composed of representatives of the two Contracting Parties shall meet at the request of either Government to examine any difficulties which may arise in the application of this Agreement. It shall be empowered to

submit to the Contracting Parties any proposal likely to promote the application of this Agreement.

Article 12.

1. If any dispute arises between the Contracting Parties concerning the interpretation or execution of the provisions of this Agreement, and if the dispute cannot be settled satisfactorily within six months (by the Joint Commission provided for in Article 11 of this Agreement), it shall be submitted, at the request of either Party, to an arbitration tribunal of three members. Each Contracting Party shall appoint one arbitrator. The two arbitrators appointed shall appoint a referee who shall be a national of a third State.
2. If one of the parties has not appointed its arbitrator and has not responded to the invitation of the other party to make the appointment within two months, the arbitrator shall be appointed, at the request of that party, by the President of the International Court of Justice.
3. If the two arbitrators cannot agree within two months of their appointment on the choice of the umpire, the umpire shall be appointed by the President of the International Court of Justice at the request of one of the Parties.
4. If, in the cases provided for in paragraphs 2 and 3 of this article, the President of the International Court is prevented from acting or if he is a national of one of the Parties, the appointments shall be made by the Vice-President. If the latter is unable to act or if he is a national of one of the parties, the appointments shall be made by the oldest member of the Court who is not a national of either party.
5. The Court shall rule on the basis of respect for the law. Before rendering its award, it may propose an amicable settlement of the dispute for the approval of the parties.
6. If the parties agree, the tribunal shall rule *ex aequo et bono*.
7. Unless the parties agree otherwise, the Tribunal shall determine its own procedure.
8. The decisions of the Tribunal, taken by a majority of the arbitrators, shall be binding on the Parties.

Article 13.

This Agreement shall be ratified and the instruments of ratification shall be exchanged at The Hague as soon as possible.

Article 14.

As regards the Kingdom of the Netherlands, this Agreement shall apply to the Kingdom in Europe, Surinam and the Netherlands Antilles, unless the instrument of ratification of the Kingdom of the Netherlands provides otherwise.

Article 15.

1. This Agreement shall enter into force on the day of the exchange of the instruments of ratification.
2. It shall be valid for a period of one year from the date of its entry into force and shall be deemed to be renewed from year to year by tacit agreement if neither of the Contracting Parties denounces it in writing not later than three months before the expiry of the period of validity.
3. The termination of this Agreement shall not affect the validity of contracts already entered into and guarantees already provided under this Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorized to that effect, have signed this Agreement.

DONE at Abidjan this 26th day of April 1965 in two originals in the French language.

For the Government of the Kingdom of the Netherlands:

(s.) L. QUARLES VAN UFFORD

For the Government of the Republic of the Ivory Coast:

(s.) R. SALLER