

# **Trade, Investment Protection and Technical Cooperation Agreement between the Swiss Confederation and the Republic of Chad**

The Government of the Swiss Confederation and the Government of the Republic of Chad, desiring to enhance the bonds of friendship between the two countries; desiring to develop economic and technical cooperation as well as their trade, have agreed as follows:

## **Article Title I. Economic and Technical Cooperation**

### **Article 1.**

The Government of the Swiss Confederation and the Government of the Republic of Chad 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 Title II. Commercial Exchanges**

### **Article 2.**

Each High Contracting Parties agree to grant each other the most favoured nation treatment with regard to the duties and taxes levied by the customs 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:

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

The measures taken for reasons of public safety, public order, public health and morality shall not be considered to be less favourable treatment within the meaning of paragraph 1 of this article.

### **Article 3.**

The Government of the Swiss Confederation continues to accord the same liberal regime existing date as the import of products originating in Switzerland and from Chad, including those mentioned in the List t below.

### **Article 4.**

The Government of the Republic of Chad authorizes the importation of products originating in and coming from the Swiss Confederation including those contained in the List s hereto. the Swiss goods will be placed on the same footing as originating in the other countries within the framework of the global programme and its annual import regulation of trade and foreign exchange.

### **Article 5.**

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 for States and the use of Global quotas of their importation scheme. any review of trade in goods and the balance of trade between the two countries is based on both sides import statistics.

## **Article 6 .**

Payments between the Swiss Confederation and the Republic of Chad, including the settlement of goods traded within the framework of this Agreement shall be made in convertible currencies.

## **Article Title III. Protection of Investments**

### **Article 7.**

Each Contracting Party shall promote as far as possible investment capital in its territory by nationals or companies, foundations, associations of the other Contracting Party and admit such investments in accordance with its legislation.

### **Article 8.**

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

### **Article 9.**

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.

### **Article 10.**

If a party or nationaliserait expropriate property rights or interests belonging to nationals or companies, foundations, associations of the other party or indirectly held by those nationals or companies, foundations, associations, 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 11.**

If any dispute should arise between the contracting parties concerning the interpretation or the implementation of the measures provided for in articles 7, 8, 9 and 10 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 by the latter Party upon request 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 Title IV. Miscellaneous Provisions**

### **Article 12.**

The Joint Committee shall meet at the request of either 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 13.**

Articles 2 to 6 of this Agreement shall apply to the Principality of Liechtenstein as long as it relates to the Swiss Confederation by a customs union treaty. (1)

(1) RS 0.631.112.514

## **Article 14.**

This Agreement shall be valid until 31 December 1968. It shall be renewed on a yearly basis tacitly renewed for a period of one year unless either of the Contracting Parties has not reported by written notice of three months before its expiration.

The Agreement shall apply provisionally upon signature. It shall enter into force when the contracting parties will have notified each other of the completion of the constitutional formalities required for the conclusion and entry into force of international treaties.

In the event of termination, the provisions of articles 7 to 11 above shall apply for a period of ten years for investments made prior to the termination of the Agreement.

Done in duplicate at Lagos, on 21 February 1967.

For the Government For the Government

of the Swiss Confederation:

F. Real

Of the Republic of Chad:

A. Lamana

1. Mass cotton linters-graines and
2. Peanuts not intended for human fodder
3. Raw hides and skins of reptiles
4. Date
5. Arabic gum
6. Industry
7. Various general

1. Medical products, including milk and milk, concentrated sterilized, pasteurised, cheese, etc.
2. Miscellaneous colours chemicals and pharmaceuticals
3. Miscellaneous textile fabrics of cotton and printed handkerchiefs
4. Mechanical and electrical sewing machines and typewriters miscellaneous equipment
5. Rhabillage watches and clocks and supplies, including pendulettes to movement of shows

6. Various general, including spare parts