

# Trade Agreement between the Kingdom of Sweden and the Republic of Ivory Coast

The Government of the Kingdom of Sweden and the Government of the Republic of Côte d'Ivoire, desiring to enhance the bonds of friendship between the two countries; desiring to develop their trade, have agreed as follows:

## Article I.

The Parties shall grant each other the most favoured nation treatment customs in the field as well as to all regulations and formalities, taxes, special rights, in relation to the import, export and transit of goods.

However, the most favoured nation treatment shall not include:

- a) Advantages which either Contracting Party accords or grant to adjacent countries in frontier traffic;
- b) The benefits that Sweden accorded or will accord to Denmark, Finland, Iceland, Norway or the European LIBRE-ECHANGE;
- c) The benefits that Côte d'Ivoire accorded or will accord to the Member States of the European Economic Community;
- d) Advantages to be granted or granted to the countries covered with one of the Contracting Parties, of a customs union, a free trade area or similar international agreement.

## Article II.

In their efforts to expand trade between them, the Contracting Parties, while complying with their export and import, will give special attention to the products listed in tables Nos. "" A and B "" an integral part of this Agreement.

The value and kind of goods to exchange annually shall be adopted by the Joint Committee in accordance with article VIII. It is understood that trade among the parties shall not be limited to goods listed as may be modified by mutual agreement.

## Article III.

The competent authorities of the contracting parties will attract by all appropriate means the export and import of the possibilities for trade.

The special contracts between firms and cooperatives and public and private bodies of both countries will be concluded with a view to enhancing each side exportation or importation of certain products (e.g. for Côte d'Ivoire: coffee, cocoa, bananas).

## Article IV.

The Contracting Parties undertake to refrain from taking discriminatory measures which could restrict freedom of vessels of both countries to exercise the international commercial shipping.

The parties reserve the right to grant special advantages to certain navigation reserved domain, the towing cabotage and offshore fishing.

## Article V.

Each Contracting Party shall in its ports to ships flying the flag of the other Contracting Party the same treatment than that accorded to its own ships. This provision shall also apply to customs formalities, fees and charges in ports, free access to

ports, the use of children as well as the opportunity offered to navigation and economic activities in relation to vessels with crew and passengers and goods. it shall be included in particular the assignment of berths and facilities for loading and unloading.

Any matter concerning insurance relating to maritime transport and commercial traffic between the contracting parties will be settled freely between importers and exporters as part of the laws in force in the country of the Contracting Parties.

## **Article VI.**

Investment as well as the property rights and interests belonging to nationals or companies, foundations, associations of one of the Contracting Parties in the territory of the other shall enjoy fair and equitable treatment in accordance with international law and the provisions of the domestic law of the Contracting Parties at least equal to that is recognised by each party to its nationals or, if it is more favourable treatment accorded to nationals or companies, foundations, associations most-favoured nation.

Each Contracting Party shall guarantee to nationals or companies, foundations, associations of the other contracting party, the transfer of capital and the capital invested, and in the event of liquidation, to the proceeds thereof. nationals or companies, foundations, associations of one of the Contracting Parties cannot be deprived of their property in the territory of the other than for reasons of public interest. in cases where a Contracting Party shall expropriate property rights or interests or nationaliserait 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, which shall be fixed at the time of expropriation, nationalization or dispossession other, which shall be transferable and paid without undue delay to the ayantdroit 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 VII.**

If any dispute should arise between the contracting parties concerning the interpretation or the implementation of the provisions of article VI 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 of the Parties, to an arbitral tribunal of three members. each Party shall appoint an arbitrator. the two arbitrators shall appoint one arbitrator appointed Chairman who shall be a national of a third State.

If one of the Contracting Parties 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 Chair of the International Court of Justice. if the two arbitrators cannot reach an agreement within two months after their appointment, at the choice of the Chairman, the arbitrator 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 eldest member of the Court who is not a national of either party. unless the Contracting Parties decide otherwise, the tribunal shall determine its own procedure. the arbitral tribunal shall take its decision by a majority of votes. the decisions of the Tribunal shall be binding on the parties. each Contracting Party shall pay the costs resulting from the work of the arbitrator appointed by it. both Parties shall contribute equally the costs resulting from the work of the presiding arbitrator.

## **Article VIII.**

A joint committee is hereby established which will ensure the implementation of this Agreement. it shall meet as necessary, either in Abidjan, either at Stockholm.

## **Article IX.**

This Agreement shall enter into force following an exchange of Notes confirming that the constitutional requirements have been met.

It shall be valid for one year and year-to-year tacitly renewed subject to a notice of three months before its expiration.

In the event of termination, the provisions of Articles VI and VII above apply even for a period of ten years for investments made prior to the termination of the Agreement.

Done in duplicate at Abidjan

Abidjan, on 27 August 1965,

Swedish Export Products

Butter

Cheese

Powdered milk and milk condensed Mellitus

Preserved Ham

Preserved fish or fishery products

Beer

Biscuits and wafers

Construction equipment, including concrete and asphalt

Other colouring matter which chemicals and pharmaceuticals

Articles plastics

Timber and timber products and articles of wood including plywood

Boards of wood fibre

Chemical and mechanical pulp and paper

Paper and paperboard and products of paper and paperboard

Other textile products

Irons and steel

In oil and other lamps, stoves, hand tools

Band saws and blades for band saws

Roller bearings roller; and

Refrigerators and refrigerating equipment

Or internal combustion engines, including outboard engines

Machinery for public works, including machinery for perforatrices rocks and agricultural machinery

Electrical equipment all kinds, including radio equipment and telecommunications equipment

Machinery and mechanical appliances for domestic purposes

Various machinery and industrial products

For railway rolling stock

Cars and buses, trucks and tractors

Equipment for hospitals

Various instruments

For various office machinery

Ci-inclus operation:

Various general, including spare parts

List B

Export Ivorian products

Cocoa and cocoa butter

Coffee

Including preserved and pineapple juice

Bananas

Timber

Frozen and canned tuna

Vegetable oils

Coconut

Rubber

Industry

Mineral products