Trade, Investment and Technical Cooperation Agreement between the Swiss Confederation and the Republic of Niger

The Government of the Swiss Confederation and the Government of the Republic of the Niger, 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 1. Economic and Technical Cooperation

The Government of the Swiss Confederation and the Government of the Republic of the Niger 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 in all their economic relations, including customs in the field.

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

- In countries adjacent to frontier traffic;

- The countries with a customs union, a common market or 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 existing date as the import of products originating in Switzerland and from the Republic of Niger, including peanuts, hides and skins.

Article 4. Import Regime In Niger

The Government of the Republic of the Niger authorizes the importation of products originating in and coming from 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. 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 of the Niger and the Swiss composition of total imports of products originating in the Republic of Niger. similarly, the Nigerian authorities shall communicate to the Swiss authorities and the total composition of the Niger imports of products originating in the Swiss Confederation.

Article 6. Payment Arrangements

Payments between the Government of the Swiss Confederation and the Government of the Republic of the Niger, 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 7. Protection of Investments

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 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 authorize the 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 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 person entitled thereto, 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.

The HCP agrees to conclude an agreement as soon as possible in order to create favourable conditions for private investment in both States and to establish procedures for the protection accorded to these investments.

Article 8. Arbitration Clause for the Protection of Investments

If any dispute should arise between the HCP regarding the interpretation or the implementation of the provisions of article 7 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 eldest 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 9. Joint Committee

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 10. Implementation of the Agreement In Liechtenstein

This Agreement shall apply to the Principality of Liechtenstein as long as it relates to the Swiss Confederation by a customs union treaty.

Article 11. Entry Into Force and Extension

This Agreement shall also apply retroactively from 1 January 1962 and shall be valid until 31 December 1963. 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.

It shall apply provisionally upon signature, the definitive entry into force of the notification by a contracting party to the other party that it has complied with the constitutional requirements for the conclusion and entry into force of the international agreements.

In the event of denunciation, the provisions of articles 7 and 8 above apply even for five years for the investments made prior to the termination of the Agreement.

Done in duplicate at Berne on 28 March 1962.

For the Swiss Government

Paul R. Jolles

For the Nigerian Government

A. Mayaki

Importation of Swiss products in the Republic of Niger

Order number Description of the goods, annual quotas in 1000 en S.

1 Medical, milk and milk sterilized, pasteurised, etc. 8

2 Various restricted chemicals 15

3 Various restricted whose textile fabrics of cotton and printed handkerchiefs 76

4 (headlamps photographic and cinematographic equipment), cameras and accessories, gramophones, dictating pickup, engines, sound discs, exchange, etc. 16

5 Various restricted mechanical and electrical equipment 50

6 Rhabillage watches and supplies 40

7 Various general, including spare parts 76