Agreement on Trade, Investment Protection and Technical Cooperation between the Swiss Confederation and the Republic of Senegal

The Government of the Swiss Confederation

and

the Government of the Republic of Senegal,

desirous of strengthening the bonds of friendship existing between their two countries and concerned with developing economic and technical cooperation as well as trade exchanges,

have agreed to the following provisions:

Article 1. Economic and Technical Cooperation

The Government of the Swiss Confederation and the Government of the Republic of Senegal undertake to cooperate and to provide each other, in accordance with their legislation and to the extent of their possibilities, with reciprocal assistance, with a view to the development of their countries, particularly in the economic and technical fields.

Article 2. Most-favored-nation Treatment

The two High Contracting Parties agree to grant each other most-favoured-nation treatment in all their economic relations, including those in the customs field.

However, most-favoured-nation treatment shall not extend to the advantages, concessions and tariff exemptions that each of the High Contracting Parties grants or will grant:

- to neighbouring countries in cross-border traffic;

- countries with which it forms part of a customs union, a free trade area or the same monetary area, whether already in existence or possibly to be created in the future.

Article 3. Import Regime In Switzerland

The Government of the Swiss Confederation shall grant most-favored-nation treatment in trade to products originating in and coming from the Republic of Senegal, in particular those mentioned in the attached list 1, in accordance with the provisions of Article 2 above.

In particular, it shall authorize the importation of the products included in list 1 annexed to this agreement up to at least the values indicated for information purposes in the said list.

Article 4. Import Regime In Senegal

The Government of the Republic of Senegal authorizes the importation of products originating in and coming from the Swiss Confederation, and in particular those included in the attached list 2, up to the values indicated opposite each item. It shall also allow Swiss products to benefit from import releases or global quotas opened for the importation of foreign products. Swiss goods shall be placed on the same footing as those originating in other foreign countries under the global quota system.

Article 5. Commercial Information

The competent services of the two governments shall communicate to each other as promptly as possible all useful information concerning trade, in particular import and export statistics and statements of the use of the quotas provided for in the agreement. In particular, the Swiss authorities shall communicate to the Senegalese authorities at least once a year the total and composition of Swiss imports of products originating in and coming from the Republic of Senegal. Similarly, the Senegalese authorities shall communicate to the Swiss authorities the total and composition of Senegalese imports of products originating in and coming from the Swiss Confederation.

Any examination of the goods traffic and the balance of trade between the two countries shall be based, on both sides, on the import statistics.

Article 6. Payment System

Payments between the Swiss Confederation and the Republic of Senegal, including the settlement of goods traded under this Agreement, shall be made in accordance with the arrangements in force between the franc zone and Switzerland.

Article 7. Investment Protection

Investments as well as property, rights and interests belonging to nationals, foundations, associations or companies of one of the High Contracting Parties in the territory of the other shall enjoy fair and equitable treatment in accordance with the law of nations and the provisions of the national legislation of the High Contracting Parties, and at least equal to that which is granted by each Party to its own nationals, or, if it is more favorable, to the treatment granted to the nationals, foundations, associations or companies of the most favored nation.

Each Party undertakes to authorize the transfer of the proceeds of the work or activity carried out in its territory by nationals, foundations, associations or companies of the other Party, as well as the transfer of interests, dividends, royalties and other income, depreciation and, in the event of partial or total liquidation, the proceeds thereof.

In the event that a Party expropriates or nationalizes property, rights or interests belonging to nationals, foundations, associations or companies of the other Party or takes any other direct or indirect measures of dispossession against such nationals, foundations, associations or companies, it shall provide for the payment of effective and adequate compensation, in accordance with international law. The amount of this compensation, which must be fixed at the time of expropriation, nationalization or dispossession, shall be paid in a transferable currency and without undue delay to the entitled party, regardless of his place of residence. However, the measures of expropriation, nationalization or dispossession shall be neither discriminatory nor contrary to a specific commitment.

Article 8. Arbitration Clause for the Protection of Investments

If a dispute should arise between the HPCs concerning the interpretation or execution of the provisions set out in Article 7 above and this dispute cannot be settled satisfactorily within six months 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 a referee who must be a national of a third State.

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 by the President of the International Court of Justice at the request of that Party.

If the two arbitrators cannot agree on the choice of a third arbitrator within two months of their appointment, the third arbitrator shall be appointed by the President of the International Court of Justice at the request of one of the Parties.

If, in the cases provided for in paragraphs 2 and 3 of this article, the President of the International Court of Justice is unable to act or is a national of one of the Parties, the appointments shall be made by the Vice-President. If the Vice-President is unable to act or is a national of one of the Parties, the appointments 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 9. Joint Commission

A Joint Commission shall meet at the request of either of the two Contracting Parties. It shall supervise the application of this agreement and shall agree on all provisions with a view to improving economic relations between the two countries.

Article 10. Application of the Agreement to Liechtenstein

This agreement shall apply to the Principality of Liechtenstein as long as it is linked to the Swiss Confederation by a customs union treaty.

Article 11. Entry Into Force and Renewal

This Agreement is concluded for a period of two years; it shall be tacitly renewable for further periods of two years and so on, provided that neither of the Contracting Parties gives the other Party notice in writing three months before expiry that it wishes to terminate the Agreement.

It shall enter into force on the date on which the two Contracting Parties have mutually notified each other of the completion of the constitutional formalities relating to the conclusion and entry into force of international agreements.

In the event of denunciation, the provisions of Articles 7 and 8 above shall continue to apply for five years to investments made before the denunciation.

Done, in duplicate, at Berne, August 16, 1962.

For the Swiss Government:

Long

For the Senegalese Government:

N'Diaye

Annex

List 1

Senegalese products that may be imported into Switzerland without quota restrictions under current Swiss regulations

Non-exhaustive list.

1. Peanuts and derivatives s. b.

2. Phosphates s. b.

3. Primeurs s. b.

4. Fresh seafood and canned fish s. b.

5. Crustaceans s. b.

6. Hides and skins s. b.

7. Gum arabic s. b.

8. Titanium ores s. b.

9. Crude salt s. b.

10. Handicraft products s. b.

11. Birds s. b.

12. Palm nuts and almonds s. b.

s. b. = as required.

List 2

Imports of Swiss goods into the Republic of Senegal

Non-exhaustive list

Order number	Product description	Annual quotas in 1000 fr. s.
1	Livestock	s.b.
2	Medical milk, concentrated milk, sterilized milk, pasteurized milk, etc.	280
3	Miscellaneous chemical products subject to quotas, including dyes and pharmaceutical products	300 + s. b.
4	Miscellaneous textile products, including printed cotton fabrics and handkerchiefs	300
5	Miscellaneous mechanical and electrical equipment subject to quotas, including calculating machines and cash registers	350 + s. b.
6	Sewing machines	released
7	Typewriters	200
8	Cameras and accessories, phonographs, pick-ups, motors, record players, record changers, etc., of which at least 70% for cinema equipment (projectors and cameras)	100
9	Miscellaneous equipment and instruments, including radio equipment	150
10	Watches and accessories	300
11	General miscellaneous, including spare parts	420