AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF ITALY AND THE GOVERNMENT OF THE REPUBLIC OF SENEGAL ON INVESTMENT PROMOTION AND PROTECTION

The Government of the Italian Republic and the Government of the Republic of Senegal (hereinafter referred to as the Contracting Parties),

Wishing to create favorable conditions for improving economic cooperation between the two countries, especially in relation to the investment of capital of a Contracting Party in the territory of the other Contracting Party,

In the belief that the encouragement and mutual protection of these investments, on the basis of international agreements, will help to stimulate industrial achievements and business relations and, consequently, the prosperity of the two Contracting Parties,

Have agreed as follows:

Article 1. Definitions

For the purposes of this Agreement:

The term "investment" means any category of assets for which the investment was made before or after the entry into force of this Agreement by a natural or legal person of one of the two Contracting Parties in the territory of the other Contracting Party on the Based on the laws and regulations of the latter, irrespective of the legal form chosen and the legal framework in force.

Without intending to limit the scope of the foregoing, the term "investment" designates, in particular, but not exclusively:

a) Movable and immovable property, as well as all other "rem" property rights, including real-estate collateral rights, which may be invested;

b) Shares, bonds, holdings or other forms of credit, as well as values and public or state funds in general;

c) Monetary receivables on deposits or those that have an economic value linked to an investment, as well as reinvested earnings and capital gains;

d) Copyright, trademarks, trademarks, patents, technical processes and any other intellectual and industrial property rights, know-how, commercial secrets, trade names and goodwill;

e) Any economic law deriving from the law or on the basis of contracts and any licenses or franchises obtained on the basis of regulations in force on economic activities, including exploration, extraction and exploitation of natural resources;

f) Income from any type of investment and capital benefits;

g) Any increase in value of the original investment.

2. The term "investor" means the natural or legal person of a Contracting Party which invests in the territory of the other Contracting Party.

3. The term "natural person" means a natural person having the nationality of one of the Contracting Parties in accordance with the laws of the Contracting Party.

4. The term "legal person" means any entity having its head office in the territory of one of the Contracting Parties and duly recognized by it as: public institutions, corporations, partnerships, foundations and associations, irrespective of the limits of their Liability or other limitations.

5. The term "income" refers to the sums received from an investment, including, in particular, benefits or interests, capital gains, dividends, royalties or payments for assistance, technical services, etc.

6. The term "territory" means in addition to areas within the country's land borders, including "maritime areas". The latter also include marine and submarine areas on which the Contracting Parties exercise their sovereignty or sovereign or judicial rights in accordance with international law.

Article 2. Promotion and Investment Protection

1. Each of the Contracting Parties will encourage investors from the other Contracting Party to invest in its territory and exercise the powers conferred on it by its laws will authorize such investments.

2. Each of the two Contracting Parties shall also ensure fair and equitable treatment of the investments made by the investors of the other Contracting Party. Each of the two Contracting Parties shall ensure that the management, maintenance, use, processing, enjoyment or transfer of investments made on its territory by investors of the other Contracting Party, as well as the companies and undertakings benefiting from the aforementioned Not be subject to unjustified or discriminatory measures.

Article 3. National Treatment and the Most Favored Nation Clause

1. Each Contracting Party shall, in its territory, accord investment to the investors of the other Contracting Party and to their income at least as favorable as that accorded to their nationals or investors of non-member States and to their income.

2. The treatment reserved for investment investor activities of a Contracting Party in the territory of the other Contracting Party shall not be less favorable than that reserved for investment activities of that investor or investors of any other third country.

3. The provisions of paragraphs 1 and 2 of this Article shall not apply to the advantages and privileges that a Contracting Party grants to third-country investors as a result of its participation in a Customs or Economic Union, a Common Market, a 'A Free Trade Area, a regional or sub-regional agreement, to a multilateral economic agreement or under agreements signed to avoid double taxation or to facilitate cross-border trade. Paragraphs 1 and 2 of this Article shall not apply The advantages and privileges that a Contracting Party recognizes to third-country investors as a result of its participation in a Customs or Economic Union, a Common Market, a Free Trade Area, a regional or sub-regional agreement , To a multilateral economic agreement or to agreements signed to avoid double taxation or to facilitate cross-border trade.

Article 4. Compensation for Damages or Losses

If investors in either of the two Contracting Parties suffer losses in their investments in the territory of the other Contracting Party because of war, other forms of armed conflict, an emergency situation or other similar events, the Contracting Party in which the 'Investment will pay investors adequate compensation in respect of those losses. The related payments can be freely transferred without unjustified delays.

The investors concerned will receive the same treatment as the citizens of the other Contracting Party; In any case, the treatment reserved to them will be no less favorable than that accorded to third-country investors.

Article 5. Nationalization or Espionage

1. Investments covered by this Agreement will not be subject to any measure that may limit the ownership, possession, control and enjoyment of such investments permanently or temporarily, except where specifically provided for by current legislation and regulations issued By courts or tribunals.

2. Investors' investments by one of the Contracting Parties shall not be directly or indirectly nationalized, expropriated, subject to, or subject to, measures having similar effects on the territory of the other Contracting Party, except for the purposes of the public interest or for reasons of national interest. In any case, nationalization and expropriation must not be discriminatory and must be subject to immediate, adequate and effective compensation. Such measures, including their adoption, will comply with all legal provisions and procedures.

3. The right remuneration must correspond to the actual market value of the investment immediately before the decision to nationalize or expropriate is announced or made public and will be determined according to internationally recognized valuation criteria. In the event of a difficulty when establishing the market value, the compensation will be calculated on the basis of the distinguishing values of the company's business, such as the components and results of the company

concerned. Compensation will be calculated in a currency convertible at the official exchange rate applicable on the date on which the decision to nationalize or expropriate has been announced or made public and will include interest at the LIBOR rate starting from the date of nationalization or expropriation up to the date of payment . If the investor and the Host Contracting Party fail to agree, the compensation shall be calculated in accordance with Article 9 of this Agreement on settlement of disputes. Article 9 of this Agreement on settlement of disputes.

After the compensation has been determined, it will be paid quickly and permission will be issued for its repatriation.

4. The provisions of paragraph 1 of this Article shall also apply to investment income and, in the event of the winding-up of the investment, to the benefits of the winding-up allowance. Paragraph 1 of this Article shall also apply to investment income and , In the case of liquidation of the investment, to the benefits of the winding-up allowance.

5. If, after expropriation, the property in question has not been used for any or part of the purpose, the owner or its agents have the right to repurchase the property at its market price.

Article 6. Capital Repatriation, Profits and Income

1. Each Contracting Party shall ensure that the investor of the other Party may transfer abroad without unjustified delays and in any convertible currency:

a) Capital and additional capital, including reinvested earnings, used to maintain and increase investment;

b) Net income, dividends, royalties, fees for assistance and technical services, interests and other benefits;

c) Income from total or partial sale or total or partial liquidation of an investment;

d) Funds intended for the repayment of loans relating to an investment and the payment of relevant interests;

e) Remuneration and benefits received by citizens of the other Contracting Party for activities and services carried out in their territory, to the extent and in accordance with the procedures laid down by the applicable national laws and regulations.

2. Without limiting the scope of Article 3 of this Agreement, the Contracting Parties undertake to grant the transfers referred to in paragraph 1 of this Article the same preferential treatment as those accorded by third-country investors, if more favorable. Article 3 Of this Agreement, the Contracting Parties undertake to grant the transfers referred to in paragraph 1 of this Article the same preferential treatment reserved to third-country investors, whichever is the more favorable.

Article 7. Subrogation

In the event that a Contracting Party or its institution has granted any financial guarantee against non-commercial risks relating to an investment made by one of its investors in the territory of the other Contracting Party and has made payments to that investor on the basis of this Guarantee, the other Contracting Party shall recognize the surrogate for the assignment of the investor's rights to the first Contracting Party. For the transfer of payments to be made to the Contracting Party or its Institutions under this guarantee, the provisions of Articles 4, 5 and 6 of this Agreement shall apply.

Article 8. Transfer Procedures

1. The transfers referred to in Articles 4, 5, 6 and 7 shall be made without undue delay, and in any event not later than six months after the completion of all the tax obligations envisaged. Such transfers shall be made in a currency convertible to the official exchange rate applicable on the date on which the investor submits his application for transfer, with the exception of paragraph 3 of Article 5, with regard to the exchange rate applicable in case of Nationalization or expropriation.Articles 4, 5, 6 and 7 shall be carried out without undue delay, and in any case within six months of the completion of all the tax obligations envisaged. Such transfers shall be made in a currency convertible to the official exchange rate applicable on the date on which the investor submits his application for transfer, with the exception of paragraph 3 of Article 5, with regard to the exchange rate applicable in case of Nationalization or expropriation.

2. The tax obligations referred to in the preceding paragraph shall be deemed to be satisfied when the investor has complied with the terms of the law of the Contracting Party in whose territory the investment was made.

Article 9. Disputes between Investors and Contracting Parties

1. Any dispute between a Contracting Party and investors of the other Contracting Party regarding investments, including

those on the amount of compensation, shall be made amicably, as far as possible.

2. If such dispute can not be resolved within six months from the date on which it has been filed in writing by either party, it shall be submitted at the request of the investor both:

a) To the national courts of the Contracting Parties;

b) The International Center for the Settlement of Disputes relating to Investments, for the application of the arbitration procedures provided for in the Washington Convention of 18 March 1965 on the settlement of disputes concerning investments between States and citizens of other States where, or as soon as the Parties Contractors have joined you.

c) To an "ad hoc" Arbitral Tribunal, in accordance with the United Nations Commission on International Commercial Law (UNCITRAL) Arbitration Rules.

3. The two Contracting Parties shall refrain from negotiating diplomatically any matter relating to an arbitration procedure or ongoing proceedings until such proceedings have been concluded and until one of the Contracting Parties has complied with the decision of the Arbitral Tribunal or a Joint Courts Tribunal Within the time limit laid down by that decision, or within the time limit specified in accordance with the provisions of international or domestic law applicable to the case.

When an investor has filed a dispute both with the national courts of the other Contracting Party concerned and with the International Arbitration, the choice of one or other of these procedures remains final. The international arbitration rulings that will result will be definitive and mandatory for the parties to the dispute.

Article 10. Composition of Contracts between the Contracting Parties

1. Any dispute between the Contracting Parties on the interpretation and application of this Agreement shall be, as far as possible, amicably composed by diplomatic means.

2. In the event that the dispute can not be made within six months of the date on which one of the Contracting Parties has notified it in writing to the other Contracting Party, it shall at the request of one of the Contracting Parties submit to the Court of First Instance Arbitration "ad hoc" in accordance with the provisions of this Article.

3. The Arbitral Tribunal shall be constituted as follows: within two months from the date of receipt of the request for arbitration, each Contracting Party shall appoint a member of the Tribunal. The two members shall nominate a President who shall be a national of a third State. The President must be appointed within three months from the date of their appointment.

4. If, within the time limit referred to in paragraph 3 of this Article, appointments have not been made, each of the two Contracting Parties may, in the absence of any agreement, invite the President of the International Court of Justice to make such appointments. If the President of the Court is a citizen of one of the Contracting Parties, or for whatever reason can not exercise his mandate, the Vice President of the Court will be invited to make the necessary appointments. If the Vice President of the Court is a citizen of one of the Contracting Parties or for whatever reason can not exercise his mandate, the senior member of the International Court of Justice who is not a national of one of the Contracting Parties shall be invited to make The designations required by paragraph 3 of this Article, appointments have not been made, each of the two Contracting Parties may, in the absence of any other agreement, invite the President of the International Court of Justice to make such designation. If the President of the Court is a citizen of one of the Contracting Parties, or for whatever reason can not exercise his mandate, the Vice President of the Court will be invited to make the necessary appointments. If the Vice President of the Court is a citizen of one of the Contracting Parties or for whatever reason can not exercise his mandate, the senior member of the International Court of Justice who is not a national of one of the Contracting Parties shall be invited to make The necessary designations.

5. The Arbitral Tribunal will decide by majority vote and its decisions will be final and binding. The two Contracting Parties shall bear the expenses of their arbitrator and those of their representatives at the hearings. The expenses for the President and the remaining expenses shall be fairly distributed among the Contracting Parties.

The Arbitral Tribunal will establish its own procedure.

Article 11. Relations between Governments

The provisions of this Agreement shall apply irrespective of whether the Contracting Parties have diplomatic or consular relations.

Article 12. Application of other Provisions

1. If a matter is governed both by this Agreement and by another International Agreement to which the two Contracting Parties are signing, or by general rules of international law, the Contracting Parties themselves and their investors shall apply the most favorable provisions.

2. Where the treatment accorded by a Contracting Party to investors of the other Contracting Party in accordance with its laws and regulations or other provisions or specific contracts is more favorable than that provided for in this Agreement, the most favorable treatment shall be applied.

Article 13. Entry Into Force

This Agreement shall enter into force on the date on which the two Contracting Parties have mutually notified the completion of their respective legislative formalities.

Article 14. Duration and Expiration

1. This Agreement shall remain in force for ten years from the date of notification referred to in Article 13 of this Agreement. It shall be renewed tacitly every five years, subject to a complaint lodged by one of the Contracting Parties and notified in writing to the other Contracting Party, diplomatically one year before its expiry. Article 13 of this Agreement. It shall be renewed tacitly every five years, subject to a complaint lodged by one of the Contracting Parties and notified in writing to the other Contracting Party, diplomatically one year before its expiry.

2. For investments made before expiry dates, as provided for in paragraph 1 of this Article, the provisions of Articles 1 to 12 shall remain in force for an additional period of five years starting from the dates mentioned in paragraph 1 of this Article. The provisions of Articles 1 to 12 shall remain in force for an additional period of five years from the above mentioned dates.

Done at Dakar, 13 October 2000, in two originals in the French and Italian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE ITALIAN REPUBLIC

Undersecretary of State for Foreign Affairs Sen. Rino Serri

FOR THE GOVERNMENT OF THE REPUBLIC OF SENEGAL

The Minister of Economy and Finance Moctar Diop