

Economic and Technical Cooperation Agreement between the Government of the Kingdom of the Netherlands and the Government of the Republic of

The Government of the Kingdom of the Netherlands and the Government of the Republic of,

Motivated by the desire to strengthen their traditional ties of friendship and to develop and intensify their economic relations on the basis of equality and mutual benefit,

Have agreed on the following provisions:

Article 1.

1. The Contracting Parties undertake to co-operate and to provide each other, in accordance with their laws and in so far as they are able, with mutual aid, with a view to the development of their countries, particularly in the economic and technical fields.
2. On the basis of and within the framework of this Agreement, it is intended to conclude special agreements in the field of technical cooperation.

Article 2.

1. With a view to achieving the objectives set out in this Agreement, the Government of the Kingdom of the Netherlands is prepared to grant to Dutch companies which so request, authorisations for the supply, on payment in instalments, of capital goods to State and private companies.....
2. For its part, the Government of the Republic will provide the necessary guarantees for the transfer, on each due date, of the sums owed to the Dutch creditors, in accordance with the legislation in force in

Article 3.

Investments as well as property, rights and interests belonging to natural and legal persons who are nationals of one of the Contracting Parties in the territory of the other shall enjoy fair and non-discriminatory treatment at least equal to that accorded by each Party to its nationals.

Article 4.

Each Contracting Party undertakes to authorise, by making use of the facilities afforded by the regulations enacted in pursuance of its present legislation or of any other more favourable legislation which may be enacted in the future,

- the transfer of real net profits, interest, dividends and royalties to natural or legal persons who are nationals of the other Party;
- the transfer of the proceeds of the total or partial liquidation of investments approved by the country in which they are made
- the transfer of an adequate part of the proceeds of the employment of nationals of the other Party authorised to carry on business in its territory.

Article 5.

In the event of a Party expropriating or nationalising property, rights or interests belonging to natural or legal persons who are nationals of the other Party, or dispossessing them directly or indirectly, it shall provide for the payment of effective and adequate compensation in accordance with international law.

The amount of such compensation, which shall be fixed at the time of the expropriation, nationalization or dispossession, shall be paid without undue delay to the entitled person. The amount of such compensation shall be transferred without delay. The measures of expropriation, nationalization or dispossession shall not, however, be discriminatory or subject to any specific obligation.

Article 6.

1. If any dispute should arise between the Contracting Parties concerning the interpretation or application of the provisions of this Agreement and if such dispute cannot be settled satisfactorily within a period of six months (by the Joint Commission provided for in Article ... of this Agreement), it shall be submitted, at the request of either Party, to an arbitral tribunal of three members. Each Party shall appoint one arbitrator. The two arbitrators appointed shall appoint a referee who must be a national of a third State.

2. If one of the Parties has not appointed its arbitrator and has not complied with the invitation of the other Party to do so within two months, the arbitrator shall be appointed, at the request of that Party, by the President of the International Court of Justice.

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

4. 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 if he 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 if he is a national of one of the Parties, the appointments shall be made by the oldest member of the Court who is not a national of any of the Parties.

5. The Tribunal shall rule on the basis of respect for the law. Before rendering its award, it may, in any state of the dispute, propose to the parties an amicable settlement of the dispute.

6. If the Parties agree, the Tribunal shall rule *ex aequo et bono*.

7. Unless the Parties agree otherwise, the Tribunal shall determine its own procedure.

8. The decisions of the Tribunal, taken by a majority of the arbitrators, shall be binding on the Parties.

Article 7.

Each Contracting Party shall ensure in its territory to the nationals and industrial and commercial undertakings of the other Contracting Party the same treatment as that accorded to its own nationals and industrial and commercial undertakings with regard to the granting and maintenance of patents, trade marks, trade names, trade labels and any form of industrial property whatsoever.

Article 8.

1. Each of the Contracting Parties shall refrain from taking discriminatory measures which might prejudice the maritime navigation of the other Contracting Party and adversely affect the choice of flag, contrary to the principles of free competition. The exception to this rule shall be fishing and coastal navigation in those parts of the Kingdom of the Netherlands which are situated outside Europe and whose own laws alone shall be applicable in this matter, on the other hand, any special advantages which the Republic may grant to fishing and coastal navigation.

2. Each Contracting Party shall accord in its ports to vessels flying the flag of the other Contracting Party the same treatment as that accorded to its own vessels. This provision shall apply to customs formalities, the levying of duties and taxes in ports, free access to ports, the use of ports and any facilities granted to shipping and economic activities in respect of vessels, their crews, passengers and the goods they carry. This includes in particular the allocation of berths at quays and the facilities granted for loading and unloading.

Article 9. (Cameroon)

1. When deciding upon applications for licences to establish civil scheduled air services, the Governments of the Contracting Parties shall take into consideration the interest in the greatest possible freedom of air traffic.
2. When granting such licences, the Governments of the Contracting Parties shall accord each other most-favoured-nation treatment,
3. The Contracting Parties undertake to settle as soon as possible and in full the air relations between the two countries in a special agreement.

Article 9. (Ivory Coast)

1. In the field of civil aviation the Contracting Parties shall take into consideration the interest of the greatest possible freedom of air traffic.
2. In granting licences for the establishment of scheduled civil air services the Contracting Parties shall accord each other most-favoured-nation treatment.

Article 9. (Senegal)

1. When deciding on applications for licences to establish scheduled civil air services, the Governments of the Contracting Parties shall take into consideration the interest in the greatest possible freedom of air traffic.
2. When granting such licences, the Governments of the Contracting Parties shall accord each other most-favoured-nation treatment.

Article 10.

1. Nationals and industrial and commercial undertakings of one of the Contracting Parties shall not be subject in the territory of the other Contracting Party to taxes, duties and charges other or higher than those imposed on the nationals and industrial and commercial undertakings of the latter Party.
2. Nationals and industrial and commercial undertakings of one of the Contracting Parties who are liable to tax in the territory of the other Contracting Party shall benefit under the same conditions as nationals and industrial and commercial undertakings of the latter Party from any exemptions, deductions and reductions in taxes, duties or charges.
3. Each Contracting Party reserves the right to grant tax advantages on the basis of agreements on the abolition of double taxation.

Article 11.

Each Contracting Party undertakes to encourage and facilitate on its territory and within the limits imposed by its legislation, the organisation of economic and commercial exhibitions and events by the other Contracting Party.

Article 12.

A Joint Commission composed of representatives of the two Governments shall meet at the request of one of the Contracting Parties to examine any difficulties which may arise in the application of this Agreement. It shall be empowered to submit to the Contracting Parties any proposal likely to promote such application.

Article 13.

When the obligations arising out of the Treaty establishing the European Economic Community and relating to the progressive establishment of a common commercial policy make it necessary, negotiations shall be opened as soon as possible with a view to making any appropriate amendments to this Agreement.

Article 14.

This Agreement shall be ratified and the instruments of ratification shall be exchanged at as soon as possible.

Article 15.

As regards the Kingdom of the Netherlands, this Agreement shall apply to the Kingdom in Europe, Surinam and the Netherlands Antilles, unless the instrument of ratification of the Kingdom of the Netherlands provides otherwise.

Article 16.

- 1 . This Agreement shall enter into force on the day of the exchange of the instruments of ratification.
2. It shall be valid for a period of one year from the date of its entry into force and shall be considered renewed, from year to year by tacit agreement, if neither of the Contracting Parties denounces it in writing at the latest three months before the expiry of the period of validity.
3. Termination of this agreement shall not affect the validity of contracts already concluded and guarantees already provided under this agreement.

In witness whereof the undersigned, being duly authorised thereto, have signed this agreement.

Done at (.....) on in two originals, in the French language.

For the Government of the Kingdom of the Netherlands

For the Government