

Trade, Investment Protection and Technical Cooperation Agreement between the Swiss Confederation and the Federal Republic of Cameroon

Concluded January 28, 1963

Approved by the Federal Assembly December 11, 1963 (1)

Entered into force April 6, 1964

The Government of the Swiss Confederation and the Government of the Federal Republic of Cameroon, 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:

(1) RO 1964 399

Article 1. Economic and Technical Cooperation

The Government of the Swiss Confederation and the Government of the Federal Republic of Cameroon 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 or a free-trade area already established or which may be established in the future
- The countries participating in the same currency area

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 originating in Cameroon, including those mentioned in List C below.

Article 4. Import Regime In Cameroon

The Government of the Federal Republic of Cameroon authorizes the importation of products originating in and coming from the Swiss Confederation including those contained in the List S attached, 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. Any review of goods and the balance of trade between the two countries is based on both sides import statistics.

Article 6. Payment Arrangements

Payments between the Swiss Confederation and the Federal Republic of Cameroon, including the settlement of goods traded within the framework of this Agreement shall be made in convertible currencies.

Article 7. Protection of Investments

1° 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 party or indirectly held by those nationals or companies, foundations, associations will be entitled to a fair and equitable treatment, 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.

2° Each Party shall allow the free 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 free transfer of interests, dividends, royalties and other income, depreciation and, in the event of partial or total liquidation of the product.

3° Nationals or companies, foundations, associations of one of the High Contracting Parties shall not be subjected to any expropriation in the territory of the other contracting party except for reasons of public interest.

4° 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, it shall provide for the payment of adequate and effective compensation in accordance with international law. the amount of compensation shall be settled in a currency transferable and shall be paid without undue delay to the person entitled thereto. However, the measures of expropriation, nationalization or dispossession other shall not be discriminatory, nor contrary to a specific commitment.

Article 8. Arbitration Clause for the Protection of Investments

If any dispute should arise between the contracting parties concerning 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 arbitral tribunal shall reach its decisions by a majority of votes. These decisions shall be binding.

Each Contracting Party shall bear the cost of the arbitrator it has appointed. The cost of the Chairman shall be carried out in equal parts by both contracting 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. (2)

(2) RS 0.631.112.514

Article 11. Entry Into Force and Extension

This Agreement shall be valid until 31 December 1964. 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 as from 1 January 1963, the definitive entry into force depends on the notification of each of the Contracting Parties 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 termination, the provisions of articles 7 and 8 above apply for twelve years for the investments made prior to the termination of the Agreement.

Done in duplicate at Yaoundé, on 28 January 1963.

For the Swiss Government

G.E. Bucher

For the Government of Cameroon

V. Kanga

Bananas

Coffee

Plants and fruit species used in medicine and perfume (e.g. strophantus)

Cocoa beans

Raw tobacco

Gross or sawn timber

Bauxite

Mass cotton

Peanuts not intended for human fodder

Gross palm oil

Forestry and rubber plantation

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

1 Medical milk concentrated sterilized, pasteurized milk, etc. 400

2 Cheese 100

3 Other colouring matter which chemicals and pharmaceuticals 250 (+ as appropriate).

4 Various whose textile fabrics of cotton and printed handkerchiefs 700

5 Shoes 200

6 Mechanical and electrical equipment, including the various typewriters, to calculate and cash registers 700 + (as appropriate).

7 Sewing machines for domestic use 200

8 Photographic apparatus and accessories, gramophones, dictating pickup, engines, sound discs, exchange, etc., of which at least 50 per cent for aircraft (headlamps and cinematographic cameras) 100

9 Watches and finished movements rhabillage supplies 350

10 Various general, including spare parts 900