

No. 7678

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**UNITED STATES OF AMERICA  
and  
MALI**

**Exchange of notes constituting an Investment Guaranty  
Agreement. Bamako, 4 and 9 June 1964**

*Official text: French.*

*Registered by the United States of America on 7 April 1965.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
MALI**

**Échange de notes constituant un accord relatif aux garanties  
d'investissement. Bamako, 4 et 9 juin 1964**

*Texte officiel français.*

*Enregistré par les États-Unis d'Amérique le 7 avril 1965.*

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

No. 7678. EXCHANGE OF NOTES CONSTITUTING AN INVESTMENT GUARANTY AGREEMENT<sup>3</sup> BETWEEN THE UNITED STATES OF AMERICA AND MALI. BAMA-KO, 4 AND 9 JUNE 1964

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I

*The American Chargé d'Affaires ad interim to the Malian Minister of Foreign Affairs*

Bamako, June 4, 1964

No. 95

INVESTMENT GUARANTY AGREEMENT

Excellency :

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments relating to investments in Mali which further the development of the economic resources and productive capacities of Mali, and to guaranties of such investments by the Government of the United States of America. I also have the honor to confirm the following understandings reached as a result of those conversations :

1. The Government of the United States of America and the Government of Mali shall, upon the request of either Government, consult concerning investments in Mali which the Government of the United States of America may guaranty.

2. The Government of the United States of America shall not guaranty an investment in Mali unless the Government of Mali approves the activity to which the investment relates and recognizes that the Government of the United States of America may guaranty such investment.

3. If an investor transfers to the Government of the United States of America pursuant to an investment guaranty, (a) lawful currency, including credits thereof, of Mali, (b) any claims or rights which the investor has or may have arising from the business activities of the investor in Mali or from the events entitling the investor to payment under the investment guaranty, or (c) all or part of the interest of the investor in any property (real or personal, tangible or intangible) within Mali, the Government of Mali shall recognize such transfer as valid and effective.

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<sup>1</sup> Translation by the Government of the United States of America.

<sup>2</sup> Traduction du Gouvernement des États-Unis d'Amérique.

<sup>3</sup> Came into force on 9 June 1964 by the exchange of the said notes.

4. Lawful currency of Mali, including credits thereof, which is acquired by the Government of the United States of America pursuant to a transfer of currency or from the sale of property transferred under an investment guaranty shall be accorded treatment by the Government of Mali with respect to exchange, repatriation or use thereof, not less favorable than that accorded to funds of nationals of the United States of America derived from activities similar to those in which the investor had been engaged, and such currency may in any event be used by the Government of the United States of America for any of its expenditures in Mali.

5. Any dispute regarding the interpretation or application of the provisions of this Agreement or any claim against the Government of Mali to which the Government of the United States of America may succeed as transferee or which may arise from the events causing payment under an investment guaranty shall, upon the request of either Government, be the subject of negotiations between the two Governments and shall be settled, insofar as possible, in such negotiations. If, within a period of three months after a request for negotiation, the two Governments are unable to settle any such dispute or claim by agreement, the dispute or claim shall be referred, upon the initiative of either Government, to a sole arbitrator, selected by mutual agreement, for final and binding determination in light of the applicable principles of international law. If the two Governments are unable to select an arbitrator within a period of three months after indication by either Government of its desire to arbitrate, the President of the International Court of Justice shall, at the request of either Government, designate the arbitrator.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Mali, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force on the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Bayard KING  
Chargé d'Affaires ad interim  
of the United States of America

His Excellency Baréma Bocoum  
Minister of Foreign Affairs  
of the Republic of Mali

## II

*The Malian Ministry of Foreign Affairs to the American Embassy*REPUBLIC OF MALI  
MINISTRY OF FOREIGN AFFAIRS  
Economic Division

No. 1112/AE.DE

The Ministry of Foreign Affairs of the Republic of Mali presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of note No. 95 of June 4, 1964 concerning the Investment Guaranty Agreement.

The Ministry of Foreign Affairs of the Republic of Mali agrees to the understandings set forth in the above-mentioned note, which are the result of the recent conversations between representatives of the Government of the United States of America and the Government of the Republic of Mali.

In the hope that these understandings will promote private American investments for projects considered beneficial to the economy of Mali, the Ministry of Foreign Affairs of the Republic of Mali avails itself of this occasion to renew to the Embassy of the United States of America the assurances of its high consideration

Koulouba, June 9, 1964

(Initialled) [illegible]  
[SEAL]

Embassy of the United States of America  
Bamako