

No. 8715

**NETHERLANDS
and
SENEGAL**

**Agreement on economic and technical co-operation. Signed at
Dakar, on 12 June 1965**

Official text: French.

Registered by the Netherlands on 1 August 1967.

**PAYS-BAS
et
SÉNÉGAL**

**Accord de coopération économique et technique. Signé à
Dakar, le 12 juin 1965**

Texte officiel français.

Enregistré par les Pays-Bas le 1^{er} août 1967.

[TRANSLATION — TRADUCTION]

No. 8715. AGREEMENT¹ ON ECONOMIC AND TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS AND THE GOVERNMENT OF THE REPUBLIC OF SENEGAL. SIGNED AT DAKAR, ON 12 JUNE 1965

The Government of the Kingdom of the Netherlands and the Government of the Republic of Senegal, being desirous of strengthening their traditional bonds of friendship, and of extending and intensifying their economic relations on the basis of equality and mutual advantage,

Have agreed on the following provisions :

Article 1

1. The Contracting Parties undertake to co-operate and to grant each other, in accordance with their laws and to the extent of their powers, mutual assistance, with a view to the development of their countries, especially in the economic and technical sphere.
2. On the basis and within the framework of this Agreement, special agreements in the sphere of technical co-operation may be concluded.

Article 2

1. With a view to achieving the aims set out in this Agreement, the Government of the Kingdom of the Netherlands is prepared to grant Netherlands enterprises who request them authorizations to supply capital goods, payment for which may be made in instalments, to State and private enterprises of Senegal.
2. The Government of the Republic of Senegal, for its part, will furnish the necessary guarantees for the transfer, as they fall due, of sums payable to Netherlands creditors, in accordance with the laws in force in Senegal.

Article 3

The investments, property, rights and interests of individuals and bodies corporate having the nationality of one of the Contracting Parties in the territory of the other shall enjoy fair and non-discriminatory treatment equivalent, at least, to that given by each Party to its own nationals.

¹ Came into force on 23 May 1967, the date of the exchange of the instruments of ratification at Dakar, in accordance with article 15.

Article 4

Each Contracting Party undertakes to authorize, using the powers conferred upon it by the regulations enacted in implementation of its present laws or of any other more favourable laws which may be promulgated in the future :

—The transfer of net real profits, interest, dividends and amounts owing to individuals or bodies corporate having the nationality of the other Party;

—The transfer of assets realized from the total or partial liquidation of investments approved by the country in which they are made;

—The transfer of an adequate part of the earnings of nationals of the other Party who are authorized to exercise their functions on its territory.

Article 5

If one party expropriates or nationalizes the goods, rights or interests of individuals or bodies corporate having the nationality of the other Party or takes any other measure to dispossess them, except in the case of seizure for a breach of the fiscal, customs or economic laws which entails a judicial decision, it shall make provision for the payment of effective and adequate compensation, in accordance with international law. The amount of such compensation, which must be determined at the time of the expropriation, nationalization or dispossession, shall be awarded without undue delay to the person entitled to it. The amount of this compensation shall be transferred without delay. However, measures of expropriation, nationalization or dispossession shall not be discriminatory or contrary to a specific undertaking.

Article 6

1. If a dispute between the Contracting Parties arises out of the interpretation or execution of the provisions of this Agreement, and such a dispute cannot be satisfactorily settled within six months by the mixed commission provided for in article 12 of this Agreement, it shall, at the request of either Party be submitted to an arbitral tribunal consisting of three members. Each Party shall appoint one arbitrator. The two arbitrators so appointed shall appoint a third arbitrator who shall be a national of a third State and shall be chairman.

2. If one Party has not appointed its arbitrator and has not proceeded, in accordance with the invitation of the other Party, to make such an appointment within two months, the arbitrator shall, at the request of the latter Party, be appointed by the President of the International Court of Justice.

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

4. If the President of the International Court of Justice is prevented from acting in the circumstances envisaged in paragraphs 2 and 3 of this article or if he is a national of either Party, the nominations shall be made by the Vice-President. If the Vice-President is prevented from acting or is a national of either Party, the nominations shall be made by the senior member of the Court who is not a national of either Party.

5. The tribunal shall base its decision on respect for law. Before giving its verdict, it may, at any stage of the proceedings, propose an amicable settlement of the dispute to be agreed by the Parties.

6. If the Parties consent, the tribunal shall give its decision *ex aequo et bono*.

7. Unless the Parties otherwise decide, the tribunal will determine its own procedure.

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

Article 7

Each Contracting Party shall accord in its own territory to nationals and industrial and commercial enterprises of the other Contracting Party the same treatment as that accorded to its own nationals and industrial and commercial enterprises with regard to the award and holding of patent rights, trade marks, trade names, commercial labels and all forms of industrial property.

It is expressly understood that the Republic of Senegal is a Party to the Libreville Agreement and consequently entrusts the administration of matters relating to the award and holding of industrial property rights to the African and Malagasy Industrial Property Office, which has its headquarters at Yaoundé, and that all the regulations laid down by this Office are *ipso facto* applicable on the territory of the Republic of Senegal.

Article 8

Each Contracting Party shall refrain from discriminatory measures which might be prejudicial to the shipping of the other Contracting Party and might adversely affect the choice of flag, contrary to the principles of free competition. An exception to this rule shall be made, on the one hand, in the case of fishing and cabotage in the parts of the Kingdom of the Netherlands outside Europe, whose own laws shall be solely applicable in this matter, and, on the other hand, in the case of special privileges which the Republic of Senegal may accord to fishing, to cabotage and to towage operations in ports or along the coast.

Each Contracting Party shall accord in its ports to ships flying the flag of the other Contracting Party the same treatment as that accorded to its own ships. This provision shall apply to customs formalities, to the collection of dues and

taxes in ports, to free access to ports, to the use of ports, to all shipping facilities and to economic activities relating to ships, their crews and passengers and goods carried by them. This includes, in particular, the assignment of berths and facilities granted for loading and unloading.

Article 9

In view of the importance which both countries attach to commercial exchanges by air, the two Governments agree to study this problem at a future date within the framework of a bilateral agreement and in as liberal a spirit as possible.

Article 10

Nationals and industrial or commercial enterprises of one of the Contracting Parties shall not be subject in the territory of the other Contracting Party to taxes, dues or charges other or higher than those payable by nationals and industrial or commercial enterprises of the latter Party.

Nationals and industrial or commercial enterprises of one of the Contracting Parties which are taxable in the territory of the other Contracting Party shall be entitled, under the same conditions as nationals and industrial and commercial enterprises of the latter Party, to any exemptions, deductions or reductions in taxes, dues or charges.

Each Contracting Party shall reserve the right to grant tax privileges based on agreements for the elimination of double taxation.

Article 11

Each Contracting Party undertakes to promote and facilitate, in its own territory and within the limits prescribed by its laws, the organization of economic and commercial exhibitions and displays by the other Contracting Party.

Article 12

A mixed commission composed of representatives of the two Governments shall meet at the request of one of the Contracting Parties to consider any difficulties to which the application of this Agreement might give rise. It shall be authorized to submit to the Contracting Parties any proposals which might facilitate such application. These proposals shall be applicable only after approval by both Governments. This mixed commission shall meet at Dakar and The Hague alternately.

Article 13

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

Article 14

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

Article 15

This Agreement shall enter into force on the date of the exchange of instruments of ratification.

It shall remain in force for a period of one year from the date of its entry into force and shall be regarded as renewed annually by tacit agreement unless it is denounced in writing by one of the Contracting Parties not later than three months before the expiry of its term of validity.

If this Agreement is so denounced, contracts already signed and guarantees already furnished on the basis of this Agreement shall remain valid.

IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed the present Agreement.

DONE in duplicate at Dakar this twelfth day of June 1965, in the French language.

For the Government of the Kingdom of the Netherlands :
Jean VAN CAMPEN

For the Government of the Republic of Senegal :
Doudou THIAM