

No. 10554

**DENMARK
and
IVORY COAST**

Trade Agreement (with annexes). Signed at Abidjan on 23 November 1966

Authentic text: French.

Registered by Denmark on 22 June 1970.

**DANEMARK
et
CÔTE D'IVOIRE**

Accord commercial (avec annexes). Signé à Abidjan le 23 novembre 1966

Texte authentique: français.

Enregistré par le Danemark le 22 juin 1970.

[TRANSLATION — TRADUCTION]

TRADE AGREEMENT¹ BETWEEN THE KINGDOM OF
DENMARK AND THE REPUBLIC OF THE IVORY COAST

The Government of the Kingdom of Denmark and the Government of the Republic of the Ivory Coast, desiring to strengthen the existing bonds of friendship between the two countries and to develop their trade,

Have agreed on the following provisions:

Article 1

The Contracting Parties shall grant each other most-favoured-nation treatment in customs matters and in respect of all rules and formalities, dues and special charges connected with the import, export and transit of goods and the transfer of payments.

Article 2

Nevertheless, the provisions of article 1 shall not apply to:

(a) Advantages that either of the Contracting Parties accords or may in future accord to contiguous countries in respect of frontier traffic;

(b) Advantages and privileges that the Republic of the Ivory Coast accords or may in future accord to members of customs unions, free-trade areas or other similar international arrangements in which it takes part.

(c) Advantages and privileges that the Kingdom of Denmark accords or may in future accord to members of customs unions, free-trade areas or other similar international arrangements in which it takes part.

Article 3

The Contracting Parties shall endeavour, while conforming to their import and export regulations, to develop trade between the two countries. Special attention shall be paid to the products listed in schedules A and B annexed hereto, which are an integral part of this Agreement. It is agreed that trade between the Parties shall not be limited to the products listed in these schedules.

¹ Came into force provisionally on 23 November 1966, upon signature, and definitively on 10 January 1968, as provided for by the exchange of the notes between the two Contracting Parties confirming that the constitutional requirements had been observed, in accordance with article 12.

Article 4

All payments between individuals or bodies corporate of the Contracting Parties shall be made in convertible currency.

Article 5

The Contracting Parties undertake not to introduce discriminatory measures that might limit the freedom of vessels of either country to engage in international commercial shipping.

The Contracting Parties reserve the right to accord special advantages to certain shipping engaged in cabotage and home trade, towage and coastal fishing.

Article 6

Each Contracting Party shall ensure to vessels flying the flag of the other Contracting Party the same treatment in its ports that it accords to its own vessels. This provision shall apply to customs formalities, the collection of charges and dues in port, free access to and use of ports and all facilities accorded to shipping and economic activities with regard to vessels and their crew, passengers and cargo. This shall include, in particular, the allocation of quayside berths and loading and unloading facilities within the framework of port regulations.

All questions of maritime and shipping insurance concerning commercial traffic between the Contracting Parties shall be settled freely between importers and exporters within the framework of the laws in force in the countries of the Contracting Parties.

Article 7

Investments, property, rights and interests belonging to nationals, foundations, associations or companies of one of the Contracting Parties in the territory of the other shall receive fair and equitable treatment in accordance with the provisions of the national laws of the Contracting Parties, which shall be at least equal to that accorded to the nationals, foundations, associations and companies of the most-favoured nation.

Each Contracting Party shall guarantee the transfer of invested capital and the income therefrom and, in the event of liquidation, of the proceeds thereof, for nationals, foundations, associations and companies of the other Contracting Party.

If one Contracting Party expropriates or nationalizes property, rights or interests belonging to nationals, foundations, associations or companies of the other Party or takes any other direct or indirect dispossession measure affecting such nationals, foundations, associations or companies, it shall provide for the payment of adequate and effective compensation. The compensation, the amount of which shall be fixed at the time of the expropriation, nationalization or dispossession, shall be transferable and shall be paid to the beneficiary, whatever his place of residence, without undue delay. However, expropriation, nationalization or dispossession measures may not be discriminatory and may not be taken for any reason except the public good.

Article 8

If a dispute arises between the Contracting Parties concerning the interpretation or implementation of the provisions of article 7 above and if it cannot be settled satisfactorily through the diplomatic channel within six months, it shall be submitted, on the request of either Party, to a court of arbitration composed of three members. Each Party shall designate one arbitrator.

The two arbitrators designated shall appoint a third to act as chairman who must be a national of a third State.

If one of the Parties has not designated an arbitrator and has not acted on a request from the other Party to make such a designation within two months, the arbitrator shall be appointed, on the request of the second Party, by the President of the International Court of Justice.

If the two arbitrators cannot agree on the choice of a chairman within two months of their designation the latter shall be appointed, on the request of one of the Parties, by the President of the International Court of Justice.

If the President of the International Court of Justice is unable to do so or if he is a national of one of the Parties, the appointments shall be made by the Vice-President. If he is unable to do so 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 either Party.

Unless the Contracting Parties decide otherwise the court shall establish its own rules of procedure. The court of arbitration shall make its award by a majority.

The court's awards shall be binding on the Parties.

Each Contracting Party shall pay the costs arising from the activity of the arbitrator it appoints. Each Party shall pay half the costs arising from the activity of the chairman of the court of arbitration.

Article 9

Nationals of one Contracting Party shall not be liable to higher taxes, duties or charges in the territory of the other Contracting Party than that Party's own nationals. This provision shall also apply to commercial and industrial enterprises, including shipping agencies, belonging to individuals or bodies corporate of either Party on the other's territory.

Article 10

A Joint Commission shall be established to implement the present Agreement and develop economic relations between the Contracting Parties. It shall determine, in particular, the value and nature of the products to be traded annually. It shall meet at the request of either Party.

Article 11

The provisions of this Agreement shall continue to be applicable after its expiry to all contracts which, though signed when it was in force, have not been fully executed at the time of expiry.

Article 12

This Agreement shall be applicable on a provisional basis from the time of signature and shall enter into force definitively after an exchange of notes confirming that the constitutional requirements have been observed.

It shall be valid for one year and shall be renewable each year by tacit agreement. If the Agreement is denounced the denunciation shall take effect only after notice has been given three months before its expiry.

DONE at Abidjan, on 23 November 1966, in two original copies in French.

For the Government
of the Kingdom of Denmark:

H. BIERING
Ambassador of Denmark

For the Government
of the Republic of the Ivory Coast:

Konan BEDIE
Deputy Minister for Economic
and Financial Affairs

SCHEDULE A

DANISH GOODS FOR EXPORT TO THE REPUBLIC OF THE IVORY COAST

Dairy products	Duplicating and other business machines
Pork	Photographic and office equipment
Poultry, killed	Christmas wrapping paper and labels
Preserved meat	Cement, special cement
Tripe	Garage equipment
Preserved fish	Pharmaceutical products
Preserved vegetables	Margarine flavouring
Batteries	Margarine emulsifiers
Beer	Emulsifiers and stabilizers for ice-cream and dairy products
Wines	Products for enzyme desizing
Spirits, industrial alcohol	Miscellaneous
Confectionery, chewing gum	
Paint	
Machines, motors and appliances	
Agricultural machinery, including tractors	

SCHEDULE B

IVORY COAST EXPORTS TO DENMARK

Coffee and manufactures thereof	Bananas
Cocoa and manufactures thereof	Palm oil
Wood in the rough, sawn wood, veneer and plywood	Fresh and preserved pineapple
Rubber	Miscellaneous