

**No. 14671**

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**SWITZERLAND  
and  
BENIN**

**Agreement on trade, protection of investments and technical co-operation (with lists of products). Signed at Cotonou on 20 April 1966**

*Authentic text: French.*

*Registered by Switzerland on 25 March 1976.*

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**SUISSE  
et  
BÉNIN**

**Accord de commerce, de protection des investissements et de coopération technique (avec listes de produits). Signé à Cotonou le 20 avril 1966**

*Texte authentique : français.*

*Enregistré par la Suisse le 25 mars 1976.*

[TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> ON TRADE, PROTECTION OF INVESTMENTS AND  
TECHNICAL CO-OPERATION BETWEEN THE SWISS CON-  
FEDERATION AND THE REPUBLIC OF DAHOMEY

The Government of the Swiss Confederation and the Government of the Republic of Dahomey,

Desiring to strengthen the existing bonds of friendship between their two countries, and wishing to develop economic and technical co-operation and trade between them,

Have agreed on the following provisions:

*Article 1. ECONOMIC AND TECHNICAL CO-OPERATION*

The Government of the Swiss Confederation and the Government of the Republic of Dahomey undertake to co-operate and to give mutual assistance to one another, in accordance with their legislation and to the extent of their possibilities, with a view to developing their countries, particularly in the economic and technical spheres.

*Article 2. MOST-FAVOURLED-NATION TREATMENT*

The two High Contracting Parties agree to grant one another most-favoured-nation treatment in respect of customs duties and formalities.

Most-favoured-nation treatment shall not, however, apply to the advantages, concessions and exemptions that either of the High Contracting Parties grants or may in future grant to:

- Contiguous countries in respect of frontier traffic;
- Countries which, with it, form part of a customs union free-trade area or monetary zone already established or that may be established in the future.

*Article 3. RÉGIME FOR IMPORTATION INTO SWITZERLAND*

The Government of the Swiss Confederation shall continue to grant the same liberal régime as that which exists today for the importation into Switzerland of products originating in the Republic of Dahomey, in particular those listed in Schedule D annexed hereto.

*Article 4. RÉGIME FOR IMPORTATION INTO DAHOMEY*

The Government of the Republic of Dahomey shall authorize imports of products originating in the Swiss Confederation, in particular, those listed in

<sup>1</sup> Came into force on 6 October 1973, i.e., 15 days after the date of the exchange of the instruments of ratification, which took place at Bern on 21 September 1973, with retroactive effect from 1 January 1966, in accordance with article 12.

Schedule S annexed hereto, in amounts not exceeding the values indicated for each item. It shall also give Swiss products the benefit of import liberalizations or over-all quotas fixed for the importation of foreign products. Swiss goods shall be given the same treatment as those originating in other foreign countries for the purposes of the over-all quota system.

*Article 5. PROTECTION OF VITAL ECONOMIC INTERESTS*

In the event that imports originating in one of the two countries should have serious adverse effects or threaten to have such effects on the economic interests of the other country, the two Contracting Parties reserve the right to adopt such measures as may be appropriate after mutual consultation through the mixed commission provided for in this Agreement.

*Article 6. INFORMATION CONCERNING TRADE*

The competent services of the two Governments shall communicate to one another as soon as possible all useful information concerning trade, in particular import and export statistics, and reports concerning their use of the quotas provided for in this Agreement. In particular, the Swiss authorities shall communicate to the Dahomean authorities at least once a year information on the total amount and the composition of imports into Switzerland of products originating in the Republic of Dahomey. Similarly, the Dahomean authorities shall communicate to the Swiss authorities information on the total amount and the composition of imports into Dahomey of products originating in the Swiss Confederation.

*Article 7. PAYMENT RÉGIME*

Payments between the Swiss Confederation and the Republic of Dahomey, including payment for goods traded under this Agreement, shall be made in accordance with the régime applicable to the franc area and Switzerland.

*Article 8. PROTECTION OF INVESTMENTS*

The investments, property, rights and interests of nationals, foundations, associations or companies of one of the High Contracting Parties which are in the territory of the other shall be accorded fair and equitable treatment, which shall be at least equal to that accorded by each Party to its nationals, or, if it is more favourable, to the treatment accorded to the nationals, foundations, associations or companies of the most-favoured nation.

Each Party shall undertake to authorize the free transfer of the proceeds of the work or activity carried out in its territory by the nationals, foundations, associations or companies of the other Party, as well as the free transfer of interest payments, dividends, royalties and other income, of amortization payments and, in the event of partial or total liquidation, of the proceeds of such liquidation.

If one 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 measures affecting such

nationals, foundations, associations or companies, it shall provide for the payment of effective and equitable compensation in conformity with international law. The amount of such compensation, which shall be fixed at the time of the expropriation, nationalization or dispossession, shall be expressed in a transferable currency and paid without undue delay to the beneficiary, whatever his place of residence. However, measures of expropriation, nationalization or dispossession shall be neither discriminatory nor contrary to a specific undertaking.

*Article 9. ARBITRAL CLAUSE FOR THE PROTECTION OF INVESTMENTS*

If a dispute arises between the High Contracting Parties regarding the interpretation or implementation of the provisions of article 8 above and if the dispute cannot be settled satisfactorily within a period of six months through the diplomatic channel, it shall be submitted, at the request of either of the Parties, to an arbitral tribunal of three members. Each Party shall designate an arbitrator. The two arbitrators so designated shall appoint a presiding arbitrator, who shall be a national of a third State.

If one of the Parties has not designated its arbitrator and has not acted on the invitation from the other Party to do so within two months, the arbitrator shall be appointed, at the request of the latter Party, by the President of the International Court of Justice.

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

If, in the cases referred to in the second and third paragraphs of this article, the President of the International Court of Justice is unable to act or is a national of one of the Parties, the appointments shall be made by the Vice-President. If the latter is unable to act or if he is a national of one of the Parties, the appointments shall be made by the most senior member of the Court who is a national of neither of the Parties.

Unless the Parties agree otherwise, the tribunal shall establish its own rules of procedure.

The decisions of the tribunal shall be binding on the Parties.

*Article 10. MIXED COMMISSION*

A mixed commission shall meet at the request of either High Contracting Party alternately in the capitals of one or the other of the two Contracting Parties. It shall monitor the application of this Agreement and shall adopt such measures as are necessary to improve economic relations between the two countries.

*Article 11. APPLICATION OF THE AGREEMENT TO LIECHTENSTEIN*

Articles 2 to 7 of this Agreement shall apply to the Principality of Liechtenstein as long as it is linked to the Swiss Confederation by a customs union treaty.

*Article 12.* ENTRY INTO FORCE AND RENEWAL

This Agreement shall be applied retroactively from 1 January 1966 and shall remain in force until 31 December 1967. It shall be renewable each year by tacit agreement for a further period of one year providing neither High Contracting Party denounces it in writing three months prior to its expiration.

The Agreement shall be ratified. It shall enter into force 15 days after the exchange of instruments of ratification.

If the Agreement is denounced, the provisions of articles 8 and 9 above shall continue to apply for ten years to investments made prior to the denunciation.

DONE in duplicate at Cotonou on 20 April 1966.

For the Government  
of the Swiss Confederation:  
J. STROEHLIN

For the Government  
of the Republic of Dahomey:  
A. KINDE

SCHEDULE D

*Products of Dahomey that may be imported into Switzerland without being subject to quota limitations under regulations in force in Switzerland\**

1. Peanuts not intended for use as fodder
2. Palm oils
3. Oil seeds, including castor oil seeds
4. Copra
5. Teakwood
6. Cotton
7. Bananas, pineapples, oranges
8. Pimento and other spices
9. Manioc flour and tapioca
10. Handicrafts
11. Palmetto oil

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\* Non-exhaustive list.

## SCHEDULE S

*Importation of Swiss products into the Republic of Dahomey\**

<i>No.</i>	<i>Product</i>	<i>Annual quota in thousands of Swiss francs</i>
1.	Medicinal preparations, milks, cheeses and other milk products . . .	50
2.	Various chemical products subject to quotas, including dyes and pharmaceutical products . . . . .	100 + a.r.**
3.	Various textile products subject to quotas, including cotton print fabrics and handkerchiefs . . . . .	100
4.	Miscellaneous mechanical and electrical equipment subject to quotas, including typewriters . . . . .	100 + a.r.**
5.	Sewing machines . . . . .	unrestricted
6.	Motion-picture equipment (projectors and cameras), photographic equipment and accessories, phonographs, pick-ups, motors, record players, record changers, etc. . . . .	50
7.	Watches and supplies for watch repairing . . . . .	100
8.	Miscellaneous, including spare parts . . . . .	100

\* Non-exhaustive list.

\*\* a.r.: as required.