

No. 23174

**SWEDEN
and
IVORY COAST**

**Trade Agreement (with schedules). Signed at Abidjan on
27 August 1965**

Authentic text: French.

Registered by Sweden on 11 December 1984.

**SUÈDE
et
CÔTE D'IVOIRE**

**Accord commercial (avec listes). Signé à Abidjan le 27 août
1965**

Texte authentique : français.

Enregistré par la Suède le 11 décembre 1984.

[TRANSLATION — TRADUCTION]

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

The Government of the Kingdom of Sweden 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 as follows:

Article I. 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.

Nevertheless, most-favoured-nation treatment shall not apply to:

- (a) Advantages that either of the Contracting Parties accord or may in future accord to contiguous countries in respect of frontier traffic;
- (b) Advantages which Sweden has accorded or may accord to Denmark, Finland, Iceland, Norway or the European Free Trade Association;
- (c) Advantages which the Ivory Coast has accorded or may accord to States members of the European Economic Community;
- (d) Advantages accorded or which may in future be accorded to members of a customs union, free-trade area or similar international agreement in which one of the Contracting Parties takes part.

Article II. In endeavouring efforts to develop trade between their two countries, the Contracting Parties, while conforming to their import and export regulations, shall pay special attention to the products listed in schedules A and B which are an integral part of this Agreement.

The value and nature of the products to be traded shall be determined annually by the Joint Commission provided for in article VIII.

It is agreed that trade between the Parties shall not be limited to the goods listed in these schedules, which may be changed by mutual agreement.

Article III. The competent authorities of the Contracting Parties shall use all appropriate means to draw the attention of import-export organizations to the trade opportunities which may arise.

Private contracts may be concluded between firms, co-operatives and public and private entities of the two countries with a view to developing on each side the export or import of certain specific products (for example, in the case of the Ivory Coast: coffee, cocoa, bananas).

Article IV. 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 home trade and cabotage, towage and coastal fishing.

¹ Came into force on 3 November 1966 by an exchange of notes confirming the completion of the constitutional requirements, in accordance with article IX.

Article V. 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.

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 VI. 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 law of nations and the provisions of the national laws of the Contracting Parties, which shall be at least equal to that accorded by each Party to its nationals, or shall receive, if it is more favourable, the treatment accorded to the nationals, foundations, associations or 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 or companies of the other Contracting Party.

The nationals, foundations, associations or companies of one of the Contracting Parties may not be deprived of their property in the territory of the other Party for any reasons save the public good.

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, in accordance with the law of nations. Such 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 shall be neither discriminatory nor contrary to any specific agreement.

Article VII. If a dispute arises between the Contracting Parties concerning the interpretation or implementation of the provisions of article VI 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, who must be a national of a third State, to act as chairman.

If one of the Contracting Parties has not designated an arbitrator and has not acted on the request from the other Party to make such a designation within two months, the arbitrator shall be appointed, on the request of that other 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, in the cases specified in paragraphs 2 and 3 of this article, 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 appointment 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 VIII. A Joint Commission shall be established to supervise the implementation of the present Agreement. It shall meet as often as necessary, either at Abidjan or at Stockholm.

Article IX. This Agreement shall enter into force after an exchange of notes confirming that the constitutional requirements have been observed.

It shall be valid for one year and shall be renewed each year by tacit agreement, unless notice has been given three months prior to its expiry.

If it is denounced, the provisions of articles VI and VII above shall continue to apply for another 10 years to investments made prior to denunciation.

DONE in duplicate at Abidjan.

Abidjan, 27 August 1965

For the Government of the Kingdom of Sweden:

KARL HENR. ANDERSSON

For the Government of the Republic of the Ivory Coast:

R. SALLER

SCHEDULE "A"¹

SWEDISH PRODUCTS FOR EXPORTATION

SCHEDULE "B"¹

IVORIAN PRODUCTS FOR EXPORTATION

¹ Not published herein in accordance with article 12 (2) of the General Assembly regulations to give effect to Article 102 of the Charter of the United Nations as amended in the last instance by General Assembly resolution 33/141 A of 19 December 1978.