

**No. 24875**

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**CANADA  
and  
SENEGAL**

**Foreign Investment Insurance Agreement. Signed at Dakar  
on 19 January 1979**

*Authentic texts: English and French.*

*Registered by Canada on 16 July 1987.*

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**CANADA  
et  
SÉNÉGAL**

**Accord d'assurance-investissement à l'étranger. Signé à  
Dakar le 19 janvier 1979**

*Textes authentiques : anglais et français.*

*Enregistré par le Canada le 16 juillet 1987.*

## FOREIGN INVESTMENT INSURANCE AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE REPUBLIC OF SENEGAL

The Government of Canada, represented by the Export Development Corporation, and the Government of the Republic of Senegal,

Desirous of furthering the economic relations between their countries and of guaranteeing Canadian investments in Senegal,

Have agreed as follows:

*Article I.* The Export Development Corporation, hereinafter referred to as the "EDC", acting in the name and on behalf of the Government of Canada, in its capacity as an insurer is authorized by the Government of the Republic of Senegal to exercise the acknowledged rights of Canadian investors under the laws of Senegal, which have been assigned to the insurer, in the event that such investors suffer a loss by reason of:

- (a) War, riot, popular uprising or any other insurrection;
- (b) Expropriation in the public interest or any other prejudicial act of compulsory or arbitrary deprivation;
- (c) Any action by a government in Senegal, other than action of the kind described in the preceding sub-paragraphs, that affects the investor's rights in connection with property situated within the territory of the Republic of Senegal;
- (d) Any action by a government in Senegal that prohibits or restricts transfer of any money or removal of any property from that country.

*Article II.* When, under the Senegalese legislation in force, the Government of Canada (represented by the EDC) is prevented from acquiring any interest in any moveable or immovable property, within the territory of Senegal, the Government of the Republic of Senegal shall permit the investor or the Government of Canada (the EDC) to make appropriate legal arrangements to transfer these interests to the moral or physical person entitled to acquire these interests under the laws of Senegal.

*Article III.* 1. The Government of Canada (the EDC), having succeeded to the rights of the investor or being the cessionary of these rights as prescribed above, shall assert no greater rights than those of the insured or those granted under the laws of Senegal.

2. The Government of the Republic of Senegal recognizes the absolute right of the Government of Canada, in their respective capacities as sovereign States and in accordance with international practice, to assert claims and to pursue any action compatible with international law, in the event that the Government of Canada (the EDC), as a result of any act involving the responsibility of the Government of the Republic of Senegal, is prevented for physical or moral reasons from exercising its rights recognized herein or derived from the subrogation.

<sup>1</sup> Came into force on 19 January 1979 by signature, in accordance with article VII.

*Article IV.* Should the Government of Canada lawfully acquire, under any investment insurance contract, legal currency of Senegal, the Government of the Republic of Senegal shall grant to the Government of Canada the same guarantees as those which may be granted to the investor in that respect. Moreover, such funds may be freely used by the Government of Canada to meet its expenses within the national territory of Senegal.

*Article V.* This Agreement shall apply only with respect to investments insured by the Government of Canada (the EDC) after their approval by the Government of the Republic of Senegal.

*Article VI.* 1. Differences between the two Governments concerning the interpretation and application of provisions of this Agreement, or any claim arising out of investments insured in accordance with this Agreement, shall be settled, insofar as possible, through negotiations between the two Governments. If such differences cannot be resolved within a period of three months following the request for such negotiations, they shall be submitted, at the request of either Government, to an *ad hoc* arbitral tribunal for settlement in accordance with applicable principles and rules of public international law. The arbitral tribunal shall consist of three members and shall be established in the following manner.

2. Each Government shall appoint one arbitrator; in turn, the arbitrators so appointed shall choose a third member, who shall act as chairman. The chairman shall not be a national of either country involved in the dispute. The arbitrators shall be appointed within two months and the chairman within three months of the date of receipt of either Government's request for arbitration. If the foregoing time limits are not met, either Party may, in the absence of agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments. In the event that the President of the Court is a national of either of the two countries involved in the dispute, the appointment or appointments shall be made by the most senior judge of the Court who is not a national of either Government.

3. The tribunal shall decide by majority vote. Its decision shall be final and binding.

4. In all other matters, the arbitral tribunal shall establish its own procedures. Only the respective Governments may request arbitral procedure and participate therein.

5. Each Government shall pay the expenses of its member and its representation in the proceedings before the arbitral tribunal. Expenses of the chairman and other costs shall be paid in equal parts by the two Governments. The tribunal may, however, adopt other regulations concerning costs.

*Article VII.* This Agreement shall come into force on the date of its signature by both Parties.

*Article VIII.* 1. It shall remain in force until it is terminated by either Government on six months' notice in writing to the other Government.

2. In the event of termination, the provisions of this Agreement shall continue to apply in respect of insurance contracts issued by the Government of Canada while the Agreement was in force and for the duration of these contracts.

3. The Agreement shall in no case continue to apply to such contracts for a period longer than fifteen years after its termination.

[For the testimonium and signatures, see p. 117 of this volume.]

IN WITNESS WHEREOF, the undersigned, duly authorized by their respective Governments, have signed this Agreement.

DONE in duplicate at Dakar this 19th day of January 1979, in English and French, each version being equally authentic.

EN FOI DE QUOI, les soussignés, dûment autorisés par leurs Gouvernements respectifs, ont signé le présent Accord.

FAIT en double exemplaire à Dakar ce 19<sup>e</sup> jour de janvier 1979, en français et en anglais, chaque texte faisant également foi.

JACQUES ASSELIN

For the Government of Canada  
Pour le Gouvernement du Canada

OUSMANE SECK

For the Government of the Republic of Senegal  
Pour le Gouvernement de la République du Sénégal

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