

**INVESTMENT GUARANTIES**

**Agreement Between the  
UNITED STATES OF AMERICA  
and RWANDA**

**Effected by Exchange of Notes  
Signed at Kigali July 6 and August 9, 1965**



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

“. . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

# RWANDA

## Investment Guaranties

*Agreement effected by exchange of notes  
Signed at Kigali July 6 and August 9, 1965;  
Entered into force April 27, 1967.*

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*The American Chargé d'Affaires ad interim to the Rwanda Minister of  
Foreign Affairs*

No. 3

KIGALI, July 6, 1965.

**EXCELLENCY:**

I have the honor to refer to conversations which have recently taken place between representatives of our two governments relating to investments in Rwanda which further the development of the economic resources and productive capacities of Rwanda and to guaranties of such investments by the Government of the United States of America. I also have the honor to confirm the following understandings reached as a result of those conversations:

1. When nationals of the Government of the United States of America (the Guaranteeing Government) propose to invest with the assistance of guaranties issued pursuant to this Agreement in a project or activity within the territorial jurisdiction of the Government of Rwanda (the Host Government) the two Governments shall, upon the request of either, consult respecting the nature of the project or activity and its contribution to economic and social development in Rwanda.

2. The procedures set forth in this Agreement shall apply only with respect to guaranteed investments in projects or activities approved by the Host Government.

3. If the Guaranteeing Government makes payment to any investor under a guaranty issued pursuant to the present Agreement, the Host Government shall, subject to the provisions of the following paragraph, recognize the transfer to the Guaranteeing Government of any currency, credits, assets, or investment on account of which payment under such guaranty is made as well as the succession of the Guaranteeing Government to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.

4. To the extent that the laws of the Host Government partially or wholly invalidate the acquisition of any interests in any property within its national territory by the Guaranteeing Government, the

Host Government shall permit such investor and the Guaranteeing Government to make appropriate arrangements pursuant to which such interests be transferred to an entity permitted to own such interests under the laws of the Host Government. The Guaranteeing Government shall assert no greater rights than those of the transferring investor under the laws of the Host Government with respect to any interests transferred or succeeded to as contemplated in paragraph 3. The Guaranteeing Government does, however, reserve its rights to assert a claim in its sovereign capacity in the eventuality of a denial of justice or other question of state responsibility as defined in international law.

5. Amounts in the lawful currency of the Host Government and credits thereof acquired by the Guaranteeing Government under such guaranties shall be accorded treatment neither less nor more favorable than that accorded to funds of nationals of the Guaranteeing Government deriving from investment activities like those in which the investor has been engaged, and such amounts and credits shall be freely available to the Guaranteeing Government to meet its expenditures in the national territory of the Host Government.

6. (a) Differences between the two Governments concerning the interpretation of the provisions of this Agreement shall be settled, insofar as possible, through negotiations between the two Governments. If such a difference cannot be resolved within a period of three months following the request for such negotiations, it shall be submitted, at the request of either Government, to an ad hoc arbitral tribunal for settlement in accordance with the applicable principles and rules of public international law. The arbitral tribunal shall be established as follows: Each Government shall appoint one arbitrator; these two arbitrators shall designate a president by common agreement who shall be a citizen of a third State and be appointed by the two Governments. The arbitrators shall be appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the foregoing time limits are not met, either Government may, in the absence of any other 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. The arbitral tribunal shall decide by majority vote. Its decision shall be binding. Each of the Governments shall pay the expense of its member and its representation in the proceedings before the arbitral tribunal; the expenses of the President and the other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt other regulations concerning the costs. In all other matters, the arbitral tribunal shall regulate its own procedures.

(b) Any claim, arising out of investments guaranteed in accordance with this Agreement, against either of the two Governments, which, in the opinion of the other, presents a question of public international law shall, at the request of the Government presenting the claim, be

submitted to negotiations. If at the end of three months following the request for negotiations the two Governments have not resolved the claim by mutual agreement, the claim, including the question of whether it presents a question of public international law, shall be submitted for settlement to an arbitral tribunal selected in accordance with paragraph (a) above. The arbitral tribunal shall base its decision exclusively on the applicable principles and rules of public international law. Only the respective Governments may request arbitral procedure and participate in it.

7. This agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be a party to the Agreement. In such event, the provisions of the Agreement with respect to guaranties issued while the Agreement was in force shall remain in force for the duration of those guaranties, in no case longer than twenty years, after the denunciation of the Agreement.

8. This Agreement shall enter into force on the date of the note by which the Host Government communicates to the Guaranteeing Government that the Agreement has been approved in conformity with the Host Government's constitutional procedures. [1]

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Rwanda, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force in accordance with paragraph 8 above.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLIAM N. HARBEN

His Excellency  
LAZARE MPAKANIYE,  
*Minister for Foreign Affairs,  
Kigali.*

<sup>1</sup> April 27, 1967.

*The Rwanda Minister of Foreign Affairs to the American Chargé  
d'Affaires ad interim*

RÉPUBLIQUE RWANDAISE  
MINISTÈRE DES  
AFFAIRES ÉTRANGÈRES

N° 2.137/4110

KIGALI, le 9 août 1965

Objet: Accord Etats-Unis-Rwanda garantissant les investissements américains  
au Rwanda.

MONSIEUR LE CHARGÉ D'AFFAIRES,

Faisant suite à votre lettre n° 3 par laquelle vous avez bien voulu nous proposer, de la part de votre Gouvernement, la conclusion d'un Accord garantissant les investissements des Ressortissants Américains au Rwanda, tel que contenu dans les articles 1 à 8 de votre lettre, et me référant à l'aide-mémoire annexée à cette dernière, j'ai l'honneur de vous informer que l'Accord proposé reçoit l'agrément du Gouvernement Rwandais et peut déjà sortir ses effets.

La ratification de cet Accord par l'Assemblée Nationale ne manquera d'intervenir dès les premières réunions de la Nouvelle Assemblée Nationale.

Veillez croire, Monsieur le Chargé d'Affaires, à l'assurance de ma haute considération.

L MPAKANIYE

Lazare Mpakaniye,  
Ministre des Affaires Etrangères,

A Monsieur le CHARGÉ D'AFFAIRES A.I.  
DES ETATS-UNIS D'AMÉRIQUE  
à Kigali

*Translation*

REPUBLIC OF RWANDA  
MINISTRY OF FOREIGN AFFAIRS

No. 2.137/4110

KIGALI, August 9, 1965

Subject: Agreement between the United States and Rwanda guaranteeing  
American investments in Rwanda

MR. CHARGÉ D'AFFAIRES:

Referring to your note No. 3 in which you were good enough to propose, on behalf of your Government, the conclusion of an Agreement guaranteeing investments of American nationals in Rwanda as contained in Articles 1 to 8 of your note, and with reference to the aide-mémoire [1] appended to that note, I have the honor to inform you that the proposed agreement has the approval of the Government of Rwanda and can be considered already in force.

<sup>1</sup> Not printed.

The ratification of this Agreement by the National Assembly will certainly take place during the first meetings of the New National Assembly.

Accept, Mr. Chargé d'Affaires, the assurances of my high consideration.

L MPAKANIYE

Lazare Mpakaniye  
*Minister of Foreign Affairs*

The CHARGÉ D'AFFAIRES AD INTERIM  
OF THE UNITED STATES OF AMERICA,  
*Kigali.*