

# Agreement Between the Republic of Tunisia and the Italian Republic for the reciprocal promotion and protection of investments

The Italian Republic, on the one hand, and the Tunisian Republic on the other, hereinafter referred to as "Contracting Parties"

- wish to strengthen their economic relations and to intensify cooperation between the two countries in order to foster their development;

- believed that investment protection as a bilateral agreement could stimulate private economic initiative and increase the prosperity of the two countries;

- aware of the need to afford fair and reasonable treatment to the investments of natural persons and moral entities which have the nationality of one of the Contracting Parties, in the territory of the other Contracting Party, have agreed as follows:

## Article 1.

For the purposes of this Agreement:

1) - "Investment" means assets of any nature constituted or recognized in accordance with the laws and regulations of each Contracting Party, in particular, but not exclusively:

a) The proprieta 'of mobile or motionless goods, nonche' each other real law which mortgages, privileges, pegni, usufrutti and analogous rights;

b) The quotas of participation of societa 'and other forms of participations;

c) The credits in money, nonche 'each provision to title oneroso derivante of a contract;

d) Copyright, industrial property, including trademarks, technical processes, know-how and trade names;

e) Legal concessions, including those relating to research, extinction and exploitation of natural resources.

2) - the term "income" means the amounts resulting from an investment, for a specified period, in the form of profits, interests, capital gains, dividends, fees, emoluments and other legitimate profits;

3) - the term "citizen" means:

a) For the Tunisian republic the natural persons of Tunisian nationality, as well as any moral entity, with registered office in Tunisian republic, and constituted in accordance with its laws and regulations which invest in the territory of the other Contracting Party.

b) For the Italian Republic the natural persons of Italian nationality, as well as any moral entity with a registered office in the territory of the Italian republic, constituted in accordance with its laws and regulations, which invest in the territory of the other Contracting Party.

4) - the term "territory" means:

- as far as the Tunisian Republic, the territory of the Tunisian Republic

- as far as the Italian republic is concerned, the territory of the Italian republic.

## Article 2.

1) - each Contracting Party encourages citizens of the other Contracting Party to invest capital in its territory, as far as

possible to create favorable conditions for such investments, and, without prejudice to its right to exercise the powers conferred on it by its own Legislation, will authorize the entry of the aforementioned capital.

2) - investments made under the conditions laid down in the national law of each Contracting Party shall benefit from fair and reasonable treatment.

### **Article 3.**

1) The treatment accorded to the investments made by nationals of each Contracting Party shall not be less favorable than that accorded to the investments of nationals of any third country.

2) The treatment accorded to the activities relating to the investments of each Contracting Party as regards the management, use and use of their investments shall not be less favorable than that accorded to similar activities relating to investments of any third country.

3) The abovementioned treatment will not apply to the advantages granted to third-country nationals by each of the Contracting Parties by reason of the fact that the said Contracting Party joins a customs union, an economic community based on a customs union and a zone Or following the conclusion of any other treaty establishing a cooperation based on a regional economic complementarity or bilateral agreement relating to specific operations or facilitating cross-border exchanges or to avoid double taxation.

### **Article 4.**

1) - the investments of the citizens of each Contracting Party shall enjoy adequate protection in the territory of the other Contracting Party.

2) - investments made by the nationals of each Contracting Party may not be expropriated or nationalized or subjected to the same measure in the territory of the other Contracting Party except for reasons of public utility and against indemnity. Compensation must be adequate, equivalent to the actual value of the investment at the time of the expropriation, be paid without undue delay and freely transferable in currencies convertible to the official exchange rate applicable on the date of the transfer. The transfer shall be made within a period of not more than three months from the date of filing of a complete file, in accordance with the exchange rules of each Contracting Party.

The legality of the expropriation and the amount of the indemnity must be able to be presented and checked at the request of the party concerned by the competent court of the country in which the investment was made.

3) - where investments by citizens of each Contracting Party are likely to be lost due to wars, other armed conflicts, emergency situations or other similar events in the territory of the other Contracting Party, the latter's treatment in respect of all Compensation, compensation or any other form of settlement shall not be less favorable than that which the Contracting Party grants to its nationals or nationals of third countries.

### **Article 5.**

1) - each Contracting Party shall ensure free transfer in any convertible currency at the official exchange rate applicable on the date of the transfer and without undue delays, in accordance with its laws and regulations:

a) - net benefits, dividends, servicing fees and technical services, interest, and any other ordinary income pertaining to the investments of citizens of the other Contracting Party;

b) - royalties deriving from the incorporeal rights specified in points (d) and (e) of the first subparagraph of Article 1 (d) and (e) of the first subparagraph of Article 1;

c) - the repayment of loans intended for a direct investment investment;

d) - the proceeds of the total or partial disposal and / or liquidation of the investment, as well as any subsequent settlement to the events referred to in Article 4 (3) (3);

e) - the remuneration of the nationals of the other Contracting Party, who are authorized to work on their territory as part of an investment.

2) - each of the Contracting Parties undertakes to grant the transfers referred to in paragraph 1 of this Article a treatment not less favorable than that granted to transfers resulting from investments made by third-country nationals, paragraph 1 of this Article, No less favorable treatment than that granted to transfers resulting from investments made by third-country

nationals.

## **Article 6.**

Where a Contracting Party has granted any form of collateral against non-commercial risks in respect of an investment made by its nationals in the territory of the other Contracting Party, and has made payments in favor of the abovementioned nationals on the basis of a guarantee, the other party The contractor shall recognize the transfer of the rights and obligations of said citizens to the first Contracting Party and the subrogation of the first Contracting Party in such rights and obligations.

The surrogate rights and obligations of the first Contracting Party will not exceed the rights and obligations of the citizen. As regards the transfer of payments to be made to the Contracting Party, Articles 4 and 5 shall apply respectively, as a result of such substitution.

## **Article 7.**

Where the treatment accorded by a Contracting Party to the nationals of the other Contracting Party, in accordance with its laws and regulations or contractual arrangements with those nationals, is more favorable than that provided for in this Agreement, then the most favorable treatment shall be granted .

## **Article 8.**

Each of the Contracting Parties agrees to submit to the International Settlement of Investment Disputes with a view to a settlement by conciliation or arbitration in accordance with the Convention on the Settlement of Disputes between States and Citizens of Other Countries, open Signed in Washington on 18 March 1965, any legal dispute between that Contracting Party and a national of the other Contracting Party relating to an investment made by that person on the territory of the first Contracting Party concerned.

Any dispute between one of the Contracting Parties and a national of the other Contracting Party relating to an investment covered by this Agreement, which is not the responsibility of the International Settlement Center for Investment Disputes, shall be submitted to a court of International ad hoc arbitration for the purposes of the arbitral award.

Such arbitration and conciliation procedure implies the renunciation by that citizen of his right to discharge the appeals before the domestic courts.

## **Article 9.**

1) - Disputes between the Contracting Parties concerning the interpretation and application of this Agreement shall be settled, as far as possible, through friendly consultations between the two sides on diplomatic channels.

2) - where the disputes can not be defined within six months after the date on which each Contracting Party has informed the other Contracting Party in writing, they shall be submitted for their composition at the request of one of the Contracting Parties to a tribunal International ad hoc arbitration.

3) - the aforesaid international arbitral tribunal will be composed as follows:

The arbitral tribunal will be composed of three arbitrators. Each Contracting Party shall appoint an arbitrator; The two arbitrators shall agree by common accord the third arbitrator, who shall be a national of a third country having diplomatic relations with the two Contracting Parties. The third referee will be appointed president of the court from the two contracting parties.

4) - if the appointments of the members of the arbitral tribunal were not made within a period of six months from the date of the request for arbitration, each Contracting Party may, in the absence of any other agreement, invite the President of the Constitutional Court of Justice to provide To the necessary designations. If the president of the court has the nationality of one of the contracting parties, or is unable to appoint for other reasons, that task will be entrusted to the vice-president of the court or to the senior judge who is not a citizen Of any of the Contracting Parties.

5) - the arbitration tribunal will set its own procedure. The arbitral tribunal shall issue its judgments on the basis of the provisions of this Agreement and of other similar agreements concluded by the Contracting Parties, as well as in accordance with the general principles and rules of international law.

The arbitration tribunal will issue its decisions by majority vote. Before making the decision, the court may, at each stage of the dispute, propose to the Contracting Parties a friendly composition of the disputes. The decisions of the arbitral tribunal shall be final and binding on the Contracting Parties.

6) - each Contracting Party shall bear the costs of its member and his defense lawyer for arbitration proceedings. The expenses of the president and other expenses will be borne, in equal parts, by the two contracting parties.

### **Article 10.**

The provisions of this Agreement may be applied irrespective of the existence of diplomatic or consular relations.

### **Article 11.**

1) - this Agreement shall enter into force three months after the Contracting Parties have been notified of the completion of their respective internal procedures. It shall remain in force for a period of ten years, and thereafter for a further period of five years, and so on, subject to written notice, by one of the Contracting Parties one year before its expiry.

2) - in respect of investments made before the expiry date of this Agreement, the provisions of Articles 1 to 10 shall continue to be in force for a further period of 10 years from the date of expiry of this Agreement. articles of 1 To 10, will continue to be in force for a further period of 10 years from the date of expiry of this Agreement.

Done at Rome, this 17th day of October 1985, in duplicate in French.

For the Italian republic

For the Tunisian republic