AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF KOREA AND THE GOVERNMENT OF THE REPUBLIC OF TUNISIA ON THE ENCOURAGEMENT AND RECIPROCAL PROTECTION OF INVESTMENTS

The Government of the Republic of Korea and the Government of the Republic of Tunisia,

Desiring to strengthen bilateral economic cooperation,

Desiring to create favourable conditions for a capital investment by legal and natural persons who are nationals of one Contracting Party in the territory of the other contracting party,

Desiring to intensify cooperation between private enterprises particularly in the fields of science and technology and productivity

Recognizing the need to protect investments of nationals and companies of both parties and to stimulate the transfer of capital for the economic prosperity of both countries;

Have agreed as follows:

Article 1.

Cheque Contracting Party shall promote as far as possible investments made in its territory by nationals or companies of the other Contracting Party and admit such investments in accordance with its laws and regulations.

Article 2.

Each Contracting Party undertakes in its territory provide fair and equitable treatment to investments or property rights and interests of citizens, natural or legal persons of the other contracting party and to ensure the enjoyment of the right thus recognized is not hindered by unjustified or discriminatory measures.

To this end, each Contracting Party shall allow such investments, property rights and interests at least the same security and protection as it provides to those of its own nationals or investments of nationals and companies of third States.

Article 3.

Each Contracting Party in whose territory investments have been made by nationals or companies of the other Contracting Party shall accord them in a legislation and its Regulations, the free transfer of:

• The actual net profits, interest, dividends, royalties from natural or legal persons who are nationals of one of the two countries.

• The proceeds of the total or partial liquidation of investments approved by the country in which they are carried out.

• Of an adequate part of the proceeds of the work of nationals authorized to exercise their activity on the territories of either of the Contracting Parties.

Article 4.

Where a party or expropriate nationaliserait investments, property rights or interests, nationals owned by natural or legal persons of the other contracting party or other measures against all procéderait-leur dispossession of direct or indirect, it shall provide, in accordance with international law, for the payment of adequate and effective compensation. the amount of compensation shall be set at the time of nationalization or expropriation, d possession, shall be settled in convertible

currency and without undue delay the claimant.

Article 5.

This Agreement shall also apply to investments in the territory of one Contracting Party effected in accordance with the egislation prior to the entry into force of this Agreement by nationals or companies of the other contracting party.

Article 6.

The provisions more favourable than those of this Agreement which have t agreed by either Contracting Party with DG nationals or companies of the other Contracting Party shall not be affected by this Agreement.

Article 7.

For the purposes of this Agreement:

(a) The term "nationals" means natural persons who according to the laws of each Contracting Party shall be regarded as nationals of that State.

(b) The dreary "legal person" means companies or firms or associations, whether or not with limited liability, whether profit-making or not incorporated in the territory of each Contracting Party and L existing also in accordance with its laws and regulations relating thereto and in which nationals of each Contracting Party shall, directly or indirectly, a preponderant interest.

(c) The term "investment" includes all categories of goods and in particular, though not exclusively: ownership of movable and immovable property as well as any other rights in rem such as mortgages, pledge, usufruits Suret S, R and similar rights; shares and other forms of equity participation; Monetary claims and rights to any performance having an economic value; copyrights, industrial property rights, Proc d S technical know-how, trademarks, trade names; the concessions under public law, including concessions to search for and exploit resources extract naturelles. ownership of movable and immovable property as well as any other rights in rem such as mortgages, pledge, usufruits Suret S, R and similar rights; shares and other forms of equity participation; Monetary claims and rights to any performance having an economic value; copyrights, industrial property rights, Proc d S technical know-how, trademarks, trade names; the concessions under public law, including concessions to search for and extract exploit natural resources.

(d) The term means the amounts s returns by an investment for a period specified in the form of net profit or interests.

Article 8.

Pursuant to the Convention on the Settlement of Investment Disputes signed on 18 March 1965 and the application of a national or a juridical person of one of the two Contracting Parties which considers to have suffered damage resulting from the breach of the provisions of this Agreement, the other Contracting Party undertakes D to J and irrevocably undergo the Proc lasts conciliation.

This commitment implies the renunciation of the requirement to exhaust prior to recourse to judicial and administrative bodies.

Article 9.

1. If any dispute should arise between the contracting parties concerning the interpretation or the implementation of the provisions of this Agreement shall be settled through diplomatic channels.

2. If both contracting parties cannot settle the dispute shall be submitted, the application by either contracting party to an arbitral tribunal composed of three members. each Contracting Party shall appoint an arbitrator. the two arbitrators so nominated shall appoint a chairman who shall be a national of a third State.

3. If one of the Contracting Parties has not appointed arbitrator and not its air followed the invitation of the other contracting party to make that appointment within two months, the arbitrator shall be appointed, the application of such a half re Contracting Party by the President of the International Court of Justice.

4. If the two arbitrators cannot reach an agreement about the choice of the Chairman within two months after their appointment the latter shall be appointed, the application by either Contracting Party by the President of the International

Court of Justice.

5. If in the cases specified in paragraphs 4 and of this article, the President of the International Court of Justice is prevented from exercising his mandate or if he is a national of either Contracting Party, the appointment shall be made by the Vice-President and if the latter is prevented or a national of either Contracting Party, the appointment shall be made by the most senior member of the Court who is not a national of either of the Contracting Parties.

6. Unless the Contracting Parties decide otherwise, the tribunal shall determine its lui-m to Proc lasts.

7. The arbitral tribunal shall reach its decisions by a majority of votes. its decisions shall be binding on the contracting parties.

8. Each Contracting Party shall bear the costs of its own member and of its counsel in the arbitral lasts Proc. the cost of the Chairman and the remaining costs shall be support S shares process by both contracting parties. the arbitral tribunal may agree on a different R as well as regards the costs.

Article 10.

1. This Agreement shall enter into force when both Contracting Parties shall have notified each other of the completion of the constitutional formalities required for the conclusion and entry into force of international treaties shall remain valid for a period of ten years. a Less than be denounced in writing six months before its expiry, this Agreement shall be considered as renewed for a hard E of five (5) years and so on.

2. In the event of termination, the provisions of articles 1 9 above apply even for a period of ten years for investments made prior to the termination of the Agreement.

Done in Tunis on 23 May 1975 COR in six originals in English and French languages, all texts being equally authentic, but in case of conflict the English text shall prevail.