Agreement to encourage and protect mutual investments between the Government of the Arab Republic of Egypt and the Government of the Republic of Chad

The Government of the Arab Republic of Egypt and the Government of the Republic of Chad, "hereinafter referred to as the Contracting Parties",

Desiring to create favourable conditions for economic fruitful cooperation between the two countries especially in the field of investments,

Recognizing that the promotion of these investments will be a catalyst for business and economists in both countries,

They have agreed as follows:

Article 1. Definitions

1. The term "investment" means all the processes that result in an increase in capital deposited by the natural or legal persons, including public facilities in the territory of any of the Contracting Parties in accordance with laws and regulations, and is invested in:

A. Movable and immovable property as well as rights related to mortgage liens, forms of utilization, guarantees, and similar rights, movable property and property rights, pledges, guarantees and other similar rights;

B. Stock and other forms of contribution in the companies.

C. Claims on money or any performance under contract that have economic value.

D. Intellectual property rights and industrial property rights, technical processes, registered marks, brand rights.

C. The rights of industrial franchise issued in accordance with law or in accordance with a contract, especially concessions for prospecting, extraction and exploitation of natural wealth, any change in the form of investment of funds shall not affect the nature of investments.

2. The term "Investor" means: natural or legal persons, including public facilities for one of the Contracting Parties, which invests in the other Contracting Party territory.

A. The term "natural person," means: the individual who holds the nationality of one of the signatories' parties to this agreement.

B. The term "legal person" means: the company established in the territory of either Contracting Party in accordance with the legislation in force.

It can be regarded as a legal person one of the followings:

Public institutions - Installations - private companies - projects -commercial or industrial facilities that have a seat in any of the two countries.

3. The term "revenue" means: amounts resulting from investment by the previously mentioned definition including profits, dividends, or interests.

4. The term "Territory" means:

National territory and territorial waters of each party, as well as the economic zone and continental shelf outside the territorial waters of each party boundaries, that each of the Contracting Parties have rights and sovereignty on in accordance with international law.

Article 2. Promotion and Protection of Investments

1. Each of the Contracting Parties undertakes to create favourable conditions for investors of the other Contracting Party to encourage the flow of capital in accordance with the legislation in force in each country.

2. The Contracting Parties undertake to ensure the fair and equitable treatment to investments of the other party and the necessary protection and security, and not to take any of the parties individually to Expropriation or discriminatory measures against the property of the other Contracting Party.

3. Encourage investors to invest in their countries, the Contracting Parties shall exchange information on investment opportunities in their territories.

Article 3. Treatment of Investments

1. The investments of each Contracting Party shall receive in the territory of the other Contracting Party, as well as their revenues, fair and equitable treatment not less favourable than that received by a third country.

2. Contracting Parties shall be entrusted to ease the administrative procedures for the benefit of economists businessmen from the other party who invest in its territory and provide a fair and equitable treatment that equals to or not less favourable than the treatment provided to investors or nationals of a third country.

3. This treatment does not apply to the commitments offered by one of the Contracting Parties as a result of his participation in the customs union which, common market or free trade zone.

Article 4. Compensation of Losses

The National Investor of a two signatories to this agreement, takes advantage which is exposed to losses due to armed conflict, or instability at the framework of compensation arrangements - a quick and fair compensation that equals to that accorded to nationals of a third country benefit from this privilege, the payment is made in accordance with the procedures of free conversion.

Article 5. Expropriation

Is not permissible for one of the Contracting Parties to take measures of nationalization or expropriation against the investments of citizens of one of the two signatories to this Agreement, but as part of a public benefit, provided they are not discriminatory, and in the case of taking such action, the investor Affected by shall benefit fair and equitable compensation paid in convertible currency and without any delay.

Article 6. Transfers

1. Contracting Parties ensure that-according to the regulations of exchange in force in their countries- free transfer of capital and in particular:

a Investment returns described in Article 1

b. The compensation referred to in Articles 4 and 5.

c. Outputs of total or partial liquidation of the investment.

d. Wages and other incomes and compensations received by the citizens of any of the Contracting Parties in accordance with laws and regulations in force.

2. Transfers are made without delay and in a convertible currency.

Article 7. Subrogation

1. If one of the Contracting Parties presented in this Agreement or its representative presented a guarantee against non-commercial risks to its citizen who invests in the territory of the other Contracting Party, this guarantee will not have an impact unless the following conditions are met:

- The investor will make all of the internal efforts in order to be compensated.

- The host Contracting Party approve the transfer of investor rights.

- The rights paid to the investor shall not exceed the original value of the investment.

Article 8. Environmental Protection

The investments in any of the Contracting Parties - whatever its nature, must take into account the protection of the environment during the study of the establishment.

Article 9. Disputes between the Parties

The Contracting Parties shall make every effort to settle any dispute or disagreement arising between them either in the application or interpretation of this Agreement amicably.

In case of failure to reach an amicable settlement, the dispute shall be displayed to an arbitration tribunal whose members are appointed as follows:

Each country sets its representative, and the two to choose an incompetent citizen of a third country to preside over the tribunal.

This arbitration tribunal must take its verdict within six months, and if any of the parties did not accept this verdict, the dispute is transferred to a competent international chamber of trade.

Article 10. Settlement of Disputes between Investors and Any of the Contracting Parties

1. When a conflict arises between a Contracting Party and an investor of the other party, this investor must report, in writing and detailed information, and the dispute is settled amicably, if possible.

2. If the dispute is not settle amicably within six months from the date of the written notification referred to in paragraph 1, based on the investor's request the dispute could been forwarded to:

A. A competent court of the Contracting Party where the investments are held.

B. International Centre for Settlement of Investment Disputes established in accordance with the Convention on disputes settlement between states and citizens, signed in Washington on 18 March 1965, as long as the Contracting Parties had members in this centre.

C. Cairo Regional Centre for Commercial Arbitration.

D. An arbitration tribunal constituted in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law.

3. The dispute will be settled in accordance with:

A. The provisions of this Agreement.

B. International law of the Contracting Party where the investments are held.

C. The principles of the international law.

4. The decisions are final and binding, and each Party shall implement according to its laws.

Article 11. Validation, Modification and Termination

This agreement is valid for ten years and then renewed automatically unless one of the Contracting Parties notify the other party in writing through diplomatic channels of its intention to amend or terminate it, and this is decided during a special meeting, and in the case of termination, this agreement remains applied to investments previous to termination.

Article 12. Entry Into Force

This agreement is subject to ratification in accordance with constitutional procedures applicable in both countries, and will enter into force on the date of exchange of documents of ratification.

Done at N'Djamena on 03/12/1998 in two copies in Arabic and French languages, both texts being equally authentic.

For the Government of the Arab Republic of Egypt

Amr Moussa

Minister of Foreign Affairs

For the Government of the Republic of Chad

Mohammed Saleh Anadiv

Minister of Foreign Affairs and Cooperation