AGREEMENT BETWEEN THE BELGO-LUXEMBURG ECONOMIC UNION, on the one hand, AND THE GREAT SOCIALIST PEOPLE'S LIBYAN ARAB JAMAHIRIYA, on the other hand, ON THE RECIPROCAL PROMOTION AND PROTECTION OF INVESTMENTS

THE GOVERNMENT OF THE KINGDOM OF BELGIUM,

Acting both in its own name and in the name of the Government of the Grand-Duchy of Luxemburg, by virtue of existing agreements,

The Walloon Government,

The Flemish Government,

And the Government of the Region of Brussels-Capital,

On the one hand,

And

THE GREAT SOCIALIST PEOPLE'S LIBYAN ARAB JAMAHIRIYA, on the other hand,

(hereinafter referred to as "the Contracting Parties"),

Desiring to strengthen their economic cooperation by creating favourable conditions for investments by investors of one Contracting Party in the territory of the other Contracting Party,

Recognising that the promotion of investments and its protection according to this agreement will stimulate the economic cooperation between the Contracting Parties,

Have agreed as follows:

Article 1. Definitions

For the purpose of this Agreement,

1. The term "investors" shall mean:

a) The "nationals", i.e. any natural person who, according to the legislation of the Kingdom of Belgium, of the Grand-Duchy of Luxemburg or of the Great Socialist People's Libyan Arab Jamahiriya, is considered as a citizen of the Kingdom of Belgium, of the Grand-Duchy of Luxemburg or of the Great Socialist People's Libyan Arab Jamahiriya respectively;

b) The "companies", i.e. any legal person constituted in accordance with the legislation of the Kingdom of Belgium, of the Grand-Duchy of Luxemburg or of the Great Socialist People's Libyan Arab Jamahiriya and having its registered office and residence in the territory of the Kingdom of Belgium, of the Grand-Duchy of Luxemburg or of the Great Socialist People's Libyan Arab Jamahiriya respectively.

2. The term "investments" shall mean any kind of assets and any direct or indirect contribution in cash, in kind or in services, invested or reinvested in any sector of economic activity.

The following shall more particularly, though not exclusively, be considered as investments for the purpose of this Agreement:

a) Movable and immovable property as well as any other rights in rem, such as mortgages, liens, pledges, usufruct and

similar rights;

b) Shares, corporate rights and any other kind of shareholdings, including minority or indirect ones, in companies constituted in the territory of one Contracting Party;

c) Bonds, claims to money and to any performance having an economic value, related to the investment;

d) Copyrights, industrial property rights, technical processes, trade names and goodwill;

e) Concessions granted under public law or under contract, including concessions to explore, develop, extract or exploit natural resources.

Changes in the legal form in which assets and capital have been invested or reinvested shall not affect their designation as "investments" for the purpose of this Agreement.

3. The term "returns" shall mean the proceeds of an investment and shall include in particular, though not exclusively, profits, interests, capital increases, dividends, royalties and fees.

4.

a) With the respect to the territory of the Kingdom of Belgium and to the territory of the Grand-Duchy of Luxemburg the term shall apply to the territory of the Kingdom of Belgium and to the territory of the Grand-Duchy of Luxemburg, as well as to the maritime areas, i.e. the marine and underwater areas which extend beyond the territorial waters of the Kingdom of Belgium upon which it exercises, in accordance with international law, its sovereign rights and its jurisdiction for the purpose of exploring, exploiting and preserving natural resources;

b) With respect to the territory of the Socialist People's Libyan Arab Jamahiriya the term shall apply to the area encompassed by land boundaries as well as sea, seabed and its subsoil beyond the territorial sea over which the Socialist People's Libyan Arab Jamahiriya exercises, in accordance with its national laws and regulations and international law, sovereign rights or jurisdiction;

5. The terms "environmental laws" shall mean the laws and regulations, or provision thereof, in force in the Contracting Parties, the primary purpose of which is the protection of the environment, or the prevention of a danger to human, animal, or plant life or health, through:

a) The prevention, abatement or control of the release, discharge, or emission of pollutants or environmental contaminants;

b) The control of environmentally hazardous or toxic chemicals, substances, materials and wastes, and the dissemination of information related thereto;

c) The protection or conservation of wild flora or fauna, including endangered species, their habitat, and specially protected natural areas in the Contracting Party's territory.

6. The terms "labor laws" shall mean laws and regulations, or provisions thereof, in force in the Contracting Parties, that are directly related to the following internationally recognised labor rights:

a) The right of association;

b) The right to organise and bargain collectively;

c) A prohibition on the use of any form of forced or compulsory labor;

d) A minimum age for the employment of children;

e) Acceptable conditions of work with respect to minimum wages, hours of work, and occupational safety and health.

Article 2. Promotion of Investments

1. Each Contracting Party shall promote investments in its territory by investors of the other Contracting Party and shall accept such investments in accordance with its legislation.

2. In particular, each Contracting Party shall authorise the conclusion and the fulfilment of license contracts and commercial, administrative or technical assistance agreements, as far as these activities are in connection with such investments.

Article 3. Protection of Investments

1. All investments made by investors of one Contracting Party shall enjoy a fair and equitable treatment in the territory of the other Contracting Party.

2. Except for measures required to maintain public order, such investments shall enjoy continuous protection and security, i.e. excluding any unjustified or discriminatory measure which could hinder, either in law or in practice, the management, maintenance, use, possession or liquidation thereof.

Article 4. National Treatment and Most Favoured Nation

1. In all matters relating to the treatment of investments the investors of each Contracting Party shall enjoy national treatment and most-favoured-nation treatment in the territory of the other Party.

2. With respect to the operation, management, maintenance, use, enjoyment and sale or other disposal of investments, each Contracting Party shall accord, on its territory, to investors of the other Contracting Party, treatment no less favourable than that granted to its own investors or to investors of any other State if the latter is more favourable.

3. This treatment shall not include the privileges granted by one Contracting Party to investors of a third State by virtue of its participation or association in a free trade zone, customs union, common market or any other form of regional economic organisation.

4. The provisions of this article do not apply to tax matters.

Article 5. Environment

For the purpose of this Agreement, the Contracting Parties shall strive to apply the following principles:

1. Recognising the right of each Contracting Party to establish its own levels of domestic environmental protection and environmental development policies and priorities, and to adopt or modify accordingly its environmental laws, each Contracting Party shall strive to ensure that its laws provide for high levels of environmental protection and shall strive to continue to improve those laws.

2. The Contracting Parties recognise that it is inappropriate to encourage investment by relaxing domestic environmental laws. Accordingly, each Contracting Party shall strive to ensure that it does not waive or otherwise derogate from, or offer to waive or otherwise derogate from, such laws as an encouragement for the establishment, maintenance or expansion in its territory of an investment.

3. The Contracting Parties reaffirm their commitments under the international environmental agreements, which they have accepted. They shall strive to ensure that such commitments are fully recognised and implemented by their domestic laws.

4. The Contracting Parties recognise that co-operation between them provides enhanced opportunities to improve environmental protection standards. Upon request by either Contracting Party, the other Contracting Party shall accept to hold expert consultations on any investment matters involving investors of the Contracting Parties and falling under the purpose of this Article.

Article 6. Labor

For the purpose of this Agreement, the Contracting Parties shall strive to apply the following principles:

1. Recognising the right of each Contracting Party to establish its own domestic labor standards, and to adopt or modify accordingly its labor laws, each Contracting Party shall strive to ensure that its laws provide for labor standards consistent with the internationally recognised labor rights set forth in paragraph 6 of Article 1 and shall strive to improve those standards in that light.

2. The Contracting Parties recognise that it is inappropriate to encourage investment by relaxing domestic labor laws. Accordingly, each Contracting Party shall strive to ensure that it does not waive or otherwise derogate from, or offer to waive or otherwise derogate from, such laws as an encouragement for the establishment, maintenance or expansion in its territory of an investment.

3. The Contracting Parties reaffirm their obligations as members of the International Labor Organisation and their commitments under the International Labor Organisation Declaration on Fundamental Principles and Rights at Work and its Follow-up. The Contracting Parties shall strive to ensure that such labor principles and the internationally recognised labor rights set forth in paragraph 6 of Article 1 are recognised and protected by domestic law.

4. The Contracting Parties recognise that co-operation between them provides enhanced opportunities to improve labor standards. Upon request by either Contacting Party, the other Contracting Party shall accept to hold expert consultations on any investment matters involving investors of the Contracting Parties and falling under the purpose of this Article.

Article 7. Deprivation and Limitation of Ownership

1. Each Contracting Party undertakes not to adopt any measure of expropriation or nationalisation or any other measure having the effect of directly or indirectly dispossessing the investors of the other Contracting Party of their investments in its territory.

2. If reasons of public purpose, security or national interest require a derogation from the provisions of paragraph 1, the following conditions shall be complied with:paragraph 1, the following conditions shall be complied with:

a) The measures shall be taken under due process of law;

b) The measures shall be neither discriminatory, nor contrary to any specific commitments;

c) The measures shall be accompanied by provisions for the payment of a adequate and effective compensation.

3. Such compensation shall amount to the actual value of the investments on the day before the measures were taken or became public.

Such compensation shall be paid in the currency of the State of which the investor is a national or in any other convertible currency. It shall be paid without delay and shall be freely transferable. It shall bear interest at the normal commercial rate from the date of the determination of its amount until the date of its payment.

4. Investors of one Contracting Party whose investments suffer losses owing to war or other armed conflict, revolution, a state of national emergency or revolt in the territory of the other Contracting Party shall be granted by the latter Contracting Party a treatment, as regards restitution, indemnification, compensation or other settlement, at least equal to that which the latter Contracting Party grants to the investors of the most favoured nation.

Article 8. Transfers

1. Each Contracting Party shall grant to investors of the other Contracting Party the free transfer of all payments relating to an investment, including more particularly:

a) Amounts necessary for establishing, maintaining or expanding the investment;

b) Amounts necessary for payments under a contract, including amounts necessary for repayment of loans, royalties and other payments resulting from licences, franchises, concessions and other similar rights, as well as salaries of expatriate personnel;

c) Proceeds from investments;

d) Proceeds from the total or partial liquidation of investments, including capital gains or increases in the invested capital;

e) Compensation paid pursuant to Article 7.Article 7.

2. The nationals of each Contracting Party who have been authorised to work in the territory of the other Contracting Party in connection with an investment shall also be permitted to transfer an appropriate portion of their earnings to their country of origin.

3. Transfers shall be made in a freely convertible currency at the rate applicable on the day transfers are made to spot transactions in the currency used, according to the exchange regulations of the Contracting Party in which the investments took place.

4. Each Contracting Party shall issue the authorisations required to ensure that the transfers can be made without undue delay, with no other expenses than the usual banking costs.

Article 9. Subrogation

1. If one Contracting Party or any public institution of this Party pays compensation to its own investors pursuant to a guarantee providing coverage for an investment, the other Contracting Party shall recognise that the former Contracting Party or the public institution concerned is subrogated into the rights of the investors.

2. As far as the transferred rights are concerned, the other Contracting Party shall be entitled to invoke against the insurer who is subrogated into the rights of the indemnified investors the obligations of the latter under law or contract.

Article 10. Applicable Regulations

If an issue relating to investments is covered both by this Agreement and by the national legislation of one Contracting Party or by international conventions, existing or to be subscribed to by the Parties in the future, the investors of the other Contracting Party shall be entitled to avail themselves of the provisions that are the most favourable to them.

Article 11. Specific Agreements

1. Investments made pursuant to a specific agreement concluded between one Contracting Party and investors of the other Party shall be covered by the provisions of this Agreement and by those of the specific agreement.

2. Each Contracting Party undertakes to ensure at all times that the commitments it has entered into vis-à-vis investors of the other Contracting Party shall be observed.

Article 12. Settlement of Investment Disputes

1. Any investment dispute between an investor of one Contracting Party and the other Contracting Party shall be notified in writing by the first party to take action. The notification shall be accompanied by a sufficiently detailed memorandum.

As far as possible, the Parties shall endeavour to settle the dispute through negotiations, if necessary by seeking expert advice from a third party, or by conciliation between the Contracting Parties through diplomatic channels.

2. In the absence of an amicable settlement by direct agreement between the parties to the dispute or by conciliation through diplomatic channels within six months from the notification, the dispute shall be submitted, at the option of the investor, either to the competent jurisdiction of the State where the investment was made, or to international arbitration.

To this end, each Contracting Party agrees in advance and irrevocably to the settlement of any dispute by this type of arbitration. Such consent implies that both Parties waive the right to demand that all domestic administrative or judiciary remedies be exhausted.

3. In case of international arbitration, the dispute shall be submitted for settlement by arbitration to one of the hereinafter mentioned organisations, at the option of the investor:

- an ad hoc arbitral tribunal set up according to the arbitration rules laid down by the United Nations Commission on International Trade Law (U.N.C.I.T.R.A.L.);

- the International Centre for the Settlement of Investment Disputes (I.C.S.I.D.), set up by the Convention on the Settlement of Investment Disputes between States and Nationals of other States, opened for signature at Washington on March 18, 1965, when each State party to this Agreement has become a party to the said Convention. As long as this requirement is not met, each Contracting Party agrees that the dispute shall be submitted to arbitration pursuant to the Rules of the Additional Facility of the I.C.S.I.D.;

- the Arbitral Court of the International Chamber of Commerce in Paris;

If the arbitration procedure has been introduced upon the initiative of a Contracting Party, this Party shall request the investor involved in writing to designate the arbitration organisation to which the dispute shall be referred.

4. At any stage of the arbitration proceedings or of the execution of an arbitral award, none of the Contracting Parties involved in a dispute shall be entitled to raise as an objection the fact that the investor who is the opposing party in the dispute has received compensation totally or partly covering his losses pursuant to an insurance policy or to the guarantee provided for in Article 9 of this Agreement.Article 9 of this Agreement.

5. The arbitral awards shall be final and binding on the parties to the dispute. Each Contracting Party undertakes to execute the awards in accordance with its national legislation.

Article 13. Disputes between the Contracting Parties Relating to the Interpretation or Application of this Agreement

1. Any dispute relating to the interpretation or application of this Agreement shall be settled as far as possible through diplomatic channels.

2. In the absence of a settlement through diplomatic channels, the dispute shall be submitted to a joint commission consisting of representatives of the two Parties; this commission shall convene without undue delay at the request of the first party to take action.

3. If the joint commission cannot settle the dispute, the latter shall be submitted, at the request of either Contracting Party, to an arbitration court set up as follows for each individual case:

Each Contracting Party shall appoint one arbitrator within a period of three months from the date on which either Contracting Party has informed the other Party of its intention to submit the dispute to arbitration. Within a period of three months following their appointment, two arbitrators shall appoint by mutual agreement a national of a third State as chairman of the arbitration court.

If these time limits have not been complied with, either Contracting Party shall request the President of the International Court of Justice to make the necessary appointment(s).

If the President of the International Court of Justice is a national of either Contracting Party or of a State with which one of the Contracting Parties has no diplomatic relations or if, for any other reason, he cannot exercise this function, the Vice-President of the International Court of Justice shall be requested to make the appointment(s).

4. The court thus constituted shall determine its own rules of procedure. Its decisions shall be taken by a majority of the votes; they shall be final and binding on the Contracting Parties.

5. Each Contracting Party shall bear the costs resulting from the appointment of its arbitrator. The expenses in connection with the appointment of the third arbitrator and the administrative costs of the court shall be borne equally by the Contracting Parties.

Article 14. Previous Investments

This Agreement shall also apply to investments made before its entry into force by investors of one Contracting Party in the territory of the other Contracting Party in accordance with the latter's laws and regulations.

This Agreement shall not apply to claims which have been settled or procedures which have been initiated prior to its entry into force.

Article 15. Entry Into Force and Duration

1. This Agreement shall enter into force one month after the date of exchange of the instruments of ratification by the Contracting Parties. The Agreement shall remain in force for a period of ten years.

Unless notice of termination is given by either Contracting Party at least one year before the expiry of its period of validity, this Agreement shall be tacitly extended each time for a further period of ten years, it being understood that each Contracting Party reserves the right to terminate the Agreement by notification given at least one year before the date of expiry of the current period of validity.

2. Investments made prior to the date of termination of this Agreement shall be covered by this Agreement for a period of ten years from the date of termination.

DONE at , on the of February 2004, in two original copies, each in the English, French, Dutch and Arabic languages, all texts being equally authentic. The text in the English language shall prevail in case of difference of interpretation.

FOR THE BELGO-LUXEMBURG ECONOMIC UNION: For the Government of the Kingdom of Belgium acting both in its own name and in the name of the Government of the Grand-Duchy of Luxemburg: For the Walloon Government: For the Flemish Government: For the Government of the Region of Brussels-Capital:

FOR THE GREAT SOCIALIST LIBYAN ARAB JAMAHIRIYA :