Decree No. 22 of 2006-404 chaoual 1427 corresponding to 14 November 2006 on the ratification of the Agreement between the Government of the people's Democratic Republic of Algeria and the Government of the Republic of Tunisia concerning the Reciprocal Encouragement and Protection of Investments done at Tunis on 17 Moharram 1427 corresponding to 16 February

2006, p. 8.

The President of the Republic,

The report of the Minister of State, Minister of Foreign Affairs

Having regard to the Constitution, in particular article 77-9 °;

Bearing in mind the Agreement between the Government of the people's Democratic Republic of Algeria and the Government of the Republic of Tunisia concerning the Reciprocal Encouragement and Protection of Investments done at Tunis on 17 Moharram 1427 corresponding to 16 February 2006;

Hereby decrees:

Article 1. - shall be ratified and shall be published in the Official Gazette of the people's Democratic Republic of Algeria and the Agreement between the Government of the people's Democratic Republic of Algeria and the Government of the Republic of Tunisia concerning the Reciprocal Encouragement and Protection of Investments done at Tunis on 17 Moharram 1427 corresponding to 16 February 2006.

Art. 2. - this decision shall be published in the Official Gazette of the people's Democratic Republic of Algeria.

Done at Algiers on 22 chaoual 1427 corresponding to 14 November 2006.

Abdelaziz Bouteflika.

Agreement between the Government of the people's Democratic Republic of Algeria and the Government of the Republic of Tunisia concerning the encouragement and reciprocal protection of investments

The Government of the people's Democratic Republic of Algeria and the Government of the Republic of Tunisia (hereinafter: "" contracting parties);

Desiring to create favourable conditions for greater economic cooperation between the two countries;

Convinced that the encouragement and reciprocal protection of investments under a bilateral agreement is likely to stimulate private business initiative and increasing prosperity of both countries;

Recognizing the need to provide fair and equitable treatment to investments of investors of one Contracting Party in the territory of the other contracting party;

Have agreed as follows:

Article 1. Definitions

For the purposes of this Agreement:

(1) The term means every kind of investment assets invested by investors of one Contracting Party in the territory of the other contracting party, in accordance with the laws of the latter Contracting Party and shall include, in particular, though not exclusively:

(1) Movable and immovable property as well as any other rights in rem such as mortgages, liens, usufruits pledges, and other similar rights;

(ii) The actions, shares and other forms of equity participation in a company;

(iii) The claims, rights and obligations relating to performance having an economic value;

(IV) Intellectual property rights, such as copyrights and related rights, patents, licences, designs, trade marks, processes, technical know-how and goodwill;

(v) The concessions granted under law or contract, including concessions related to natural resources exploration, extraction and exploitation.

Any alteration of the form in which assets are invested shall not affect their character as an investment, provided that such a change does not contradict the laws of the Contracting Party in whose territory the investment is made.

(2) The term means all amounts yielded returns by an investment and includes in particular the profits, capital gains, dividends, interests, royalties and fees.

Investment income, in case of reinvestment of the same protection than that accorded to investments.

(3) The term investor means:

(i) Any natural person having the nationality of a Contracting Party, in accordance with the laws of that Contracting Party and making an investment in the territory of the other contracting party.

(ii) Any legal person constituted under the laws of either Contracting Party and making an investment in the territory of the other contracting party.

(4) The term "" territory means:

With regard to either Contracting Party, the territory of the latter, including the territorial sea and beyond the areas over

which the contracting party exercises, in accordance with international law

National legislation, and its sovereign rights or jurisdiction for the purpose of exploration and exploitation of living and non-living natural resources of the sea bed and subsoil waters above the sea bed.

Article 2. Encouragement and Protection of Investments

1. - Each Contracting Party recognizes and encourages, within the framework of its laws, investments of investors of the other contracting party made in its territory.

2. Investments made by investors of each Contracting Party shall enjoy, in the territory of the other contracting party fair and equitable treatment and protection and security.

Article 3. National Treatment and Most Favoured Nation

1. - Each Contracting Party shall accord to investors in its territory of the other contracting party treatment no less favourable than that accorded to investments of its own to investors or investments of investors of any third State; the most favourable treatment to the investor shall apply.

2. - Each Contracting Party shall accord to investors in its territory of the other contracting party treatment no less favourable than that accorded to investments of its own to investors or investments of investors of a third State, in respect of their investment management, maintenance, use, enjoyment; the most favourable treatment to the investor shall apply.

3. - The provisions of paragraphs 1 and 2 of this article shall not be construed so as to oblige one contracting party to extend to the investors of the other Contracting Party the benefit of any treatment, preference or privilege resulting from:

(i) A free trade area, customs union, Common Market or any similar international agreement relating to the establishment of such unions of which one of the contracting parties is or may become a member, as well as any other forms of regional economic organizations.

(ii) Of agreements for the avoidance of double taxation or other international tax convention.

Article 4. Compensation for Losses

Investors of one Contracting Party whose investments have suffered in the territory of the other Contracting Party, losses due to armed conflict, a revolution, a national state of emergency, revolt, insurrection or benefit, on the part of this latter, from a treatment no less favourable than that it accords to its own investors or to investors of a third State the compensation, restitution, compensation or other settlement.

Article 5. Expropriation

1. - investments made by investors of either Contracting Party shall not be the object of expropriation, nationalization or any other measures the effect of which is tantamount to nationalization or expropriation (hereinafter referred to as "expropriation") in the territory of the other contracting party except for a public purpose; in accordance with legal procedures and provided that such measures are not discriminatory.

The expropriation shall be subject to the payment of prompt and adequate compensation which shall correspond to the real value of the investment concerned, the day before the date on which such measures are taken or publicly known. such compensation shall be effectively and shall be paid without delay and freely transferable. such compensation shall include the amount to be paid to compensate for delay in payment is unjustified, caused by the contracting party making the expropriation.

2. - The investor expropriated shall, in accordance with the law of the contracting party making the expropriation, to prompt review by a judicial or administrative body independent of the said Contracting Party, to rule on the conformity of procedures for expropriation and the valuation of its investment in accordance with the principles set out in this article.

Article 6. Transfers

1. - Each Contracting Party shall accord to investors of the other Contracting Party the free transfer of funds related to their investments and includes in particular but not limited to:

(i) The initial capital and any additional capital for the maintenance and development of the investment;

(ii) Income;

(iii) Payments made for the reimbursement of loans, in accordance with the laws;

(IV) The proceeds from the liquidation or the sale of the total or partial investment;

(v) The compensation pursuant to articles 4 and 5 of this Agreement;

(VI) An appropriate portion of the earnings of workers allowed to work in the territory of the other contracting party in connection with an investment made in accordance with the laws.

2. - Transfers referred to in paragraph 1 of this article shall be effected without delay in any convertible currency at the rate of exchange in force at the date of transfer in the territory of the Party Contracting in which the investment has been made in accordance with the procedures laid down by the foreign exchange regulations in force. such procedures must not be contrary to the free transfer.

Article 7. Subrogation

1. - if a Contracting Party or its designated agency (hereinafter referred to as the first "contracting party") make payments for the benefit of its investors under a guarantee given in respect of an investment made in the territory of the other contracting party (hereinafter referred to as the second "contracting party" "(second), the Contracting Party shall recognize"):

a) The first assignment by investors of the Contracting Party by law or by a legal contract of all rights and claims resulting from such an investment;

b) The right of the former Contracting Party to exercise such rights and enforce such claims and obligations relating to investment on the basis of the principle of subrogation to the same extent as the investor was entitled.

2. - The first contracting party is entitled in all circumstances to:

a) To the same treatment in respect of the acquired rights and claims and the obligations assumed by virtue of the assignment referred to in paragraph 1 above;

b) All payments received on the basis of those rights and claims.

Article 8. Dispute Resolution between the Contracting Parties

1. Any dispute between the contracting parties concerning the interpretation or application of this Agreement shall, as far as possible, be settled through diplomatic channels.

2. - if the dispute is not settled between the Contracting Parties within six (6) months, from the date of the start of negotiations, it shall be submitted, at the request of either contracting party to an arbitral tribunal.

3. - The Arbitration Panel referred to in paragraph (2) of this article shall be constituted for each individual case as follows: each Contracting Party shall appoint an arbitrator within a period of three (3) months from the date of receipt of the request for arbitration and the two arbitrators shall appoint by mutual agreement, within two (2) months, a third arbitrator who is a national of a third State to be appointed as Chairman of the arbitral tribunal.

4. - In case of establishment of the arbitration panel within the time limits set out in the preceding paragraph, both contracting parties may, in the absence of any other agreement, invite the President of the International Court of Justice to make the necessary appointments. if the President of the International Court of Justice is a national of either Contracting Party or is prevented from discharging this task, the designations shall be made by the Vice-President. if the Vice-President is a national of either Contracting Party or is prevented from discharging this task, the designations shall be made by the member of the Court successor in the order of precedence and who is not a national of one of the Contracting Parties.

5. - the arbitration panel shall act in accordance with the provisions of this Agreement and the recognized principles and rules of international law. it shall reach its decisions by a majority of votes and such decisions shall be final and binding on the contracting parties.

The arbitration panel shall establish its own rules of procedure.

6. Each Contracting Party shall bear the cost of the arbitrator it has appointed, as well as the costs for its representation in

the arbitral proceedings. the costs of the Chairman of the arbitral tribunal and to the proceedings shall be borne in equal parts by the two contracting parties. the arbitration panel may decide to be borne by one of the Contracting Parties the higher proportion of costs.

Article 9. Settlement of Disputes between a Contracting Party and an Investor from the other Contracting Party

1. Any dispute between a Contracting Party and an investor of the other contracting party relating to an investment shall, as far as possible, be settled amicably.

2. - if the dispute has not been settled within six (6) months, from the date when it was raised by either party to the dispute shall be submitted, at the choice of the investor:

- National courts of the Contracting Party, Party to the dispute;

- To an ad hoc arbitral tribunal which shall be established under the Arbitration Rules of the United Nations Commission on United Nations Commission on International Trade Law (c.n.u.d.C. (I);

- The International Centre for the Settlement of Investment Disputes (ICSID) established by the Convention on the settlement of disputes between States and Nationals of Other States, opened for signature at Washington on 18 March 1965.

The choice of the investor of one of the three procedures mentioned in this paragraph shall be final.

3. - Any Contracting Party, Party to the dispute raise objection shall not, at any stage of the arbitration proceedings or of the execution of an arbitral award, on account of the fact that the opposing party investor in the dispute has received an indemnity covering the whole or part of its losses by virtue of a guarantee provided for in article 7 of this Agreement.

4. The arbitral tribunal shall decide on the basis of the national law of the Contracting Party to the dispute Party in whose territory the investment was made, including the rules relating to conflicts of law, the provisions of this Agreement and the terms of the specific agreement on investment and in accordance with the principles of international law.

5. - The arbitral awards shall be final and binding on the parties to the dispute. each Contracting Party undertakes to execute the award according to its national law.

Article 10. Application of other Provisions

1. - if the national laws of the contracting parties or international agreements existing at present or future between the Contracting Parties in addition to this agreement contain provisions to accord investments made by investors of the other contracting party to more favourable treatment than that accorded by this Agreement, such laws and agreements shall prevail to the extent that they are more favourable than that agreement.

2. - Without prejudice to the provisions of this Agreement, the specific commitment to investments between a Contracting Party and an investor of the other Contracting Party shall be governed by the provisions of this particular commitment if it contains provisions which are more favourable than those laid down in this Agreement.

Article 11. Entry Into Force, Duration and Expiration

1. - This Agreement shall enter into force from the date on which the exchange of instruments of ratification.

2. - This Agreement shall remain in force for a period of ten (10) years which may be renewed tacitly renewed for periods similar. each Party may at any time give notice to the other party through diplomatic channels of its decision to terminate this Agreement. in this case the Agreement is no longer valid after the expiry of a period of six (6) months from the date of the notification to the other contracting party.

3. - In respect of investments made prior to the date of termination of this Agreement, the provisions of articles 1 to 10 shall remain in force for a period of ten (10) years from that date.

In WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

Done at Tunis on 17 Moharram 1427 corresponding to 16 February 2006 in two originals in the Arabic.

For the Government of For the Government of the

The Republic of Tunisia

Democratic PEOPLE's

Mohamed Rachid kechiche

Mourad Medelci

Ministry of Finance

Minister for

Finance