

Decree No. 22 of 2000-247 Joumada El Oula 1421 corresponding to 22 August 2000 ratifying the agreement between the Government of the people's Democratic Republic of Algeria and the Government of the Republic of the Niger on the reciprocal promotion and protection of investments, signed in Algiers on 16 March 1998, p.

9. The President of the Republic,

The report of the 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 the Niger on the reciprocal promotion and protection of investments, signed in Algiers on 16 March 1998;

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 the Niger on the reciprocal promotion and protection of investments, signed in Algiers on 16 March 1998.

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

Done at Algiers on 22 Joumada El Oula 1421 corresponding to the August 2000.

Abdelaziz Bouteflika.

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

The Government of the people's Democratic Republic of Algeria and the Government of the Republic of the Niger, hereinafter referred to as the contracting parties, ""

Desiring to strengthen economic cooperation between the two States and to create favourable conditions for investments of Natural Persons CI legal persons of either Contracting Party in the territory of the other contracting party;

Recognising that the encouragement and reciprocal protection of such investments will stimulate economic initiative of natural and legal persons and in particular to increase the transfer of capital and technology between the contracting parties in the mutual interest of their economic development;

Have agreed as follows:

Article 1. Definitions

For the purposes of this Agreement,

1 - the term means "" investment assets, such as property rights of all types and any any asset connected with an economic activity and particularly but not limited to:

- a) Movable and immovable property as well as any other rights in rem, such as hypothèques privilèges usufruits, bonds, pledges and similar rights;
- b) The actions, premiums and discounts shares and other forms of participation, even minority, either directly or indirectly, to companies established in the Territory and the maritime area of one of the contracting parties;
- c) The obligations and rights, claims to any performance having economic value;
- d) Intellectual property rights, including copyrights, patents, utility and modèles modèles, industrial designs, trademarks, trade names, processes, technical know-how;
- e) Concessions granted by law or under contract, including concessions to search for, culture, extract or exploit natural resources including those of the maritime area situated in contracting parties.

Any alteration of the form of investment or reinvested shall not affect their classification as investment provided that such alteration is in conformity with the legislation of the Contracting Party in the territory or maritime area in which the investment is made.

2 - The term "income" means all amounts produced for a specified period in respect of an investment interests, such as profits, dividends, royalties or other fees;

3 - The term "National" means any natural person possessing the nationality of one of the Contracting Parties.

4 - The term "Legal Entity" means any person constituted under the law in force of the Contracting Party in question and having its headquarters in the territory of the latter.

This Agreement shall apply to the territory of each Contracting Party as well as the maritime zones beyond the limits of the territorial waters and on which either contracting party exercises, in accordance with international law, sovereign rights or jurisdiction.

Article 2. Promotion of Investments

1. Each Contracting Party shall admit and encourage in its territory in accordance with its laws, investments and of natural persons

Entities of the other Contracting Party and shall accord, in each case, fair and equitable treatment.

2 - neither Contracting Party shall impair Discriminatory Measures Arbitrary or by the management, use, enjoyment or investments of natural and legal persons of the other contracting party in its territory.

3 - the income investment and reinvestment shall enjoy the same protection as the conformément investment to the

legislation of the Contracting Party concerned.

Article 3. National Treatment and Most Favoured Nation

1. Each Contracting Party shall accord to investments in its territory of natural and legal persons of the other contracting party treatment no less favourable than that accorded to investments of its own natural and legal persons or of any third State.

2. Each Contracting Party shall accord to investments in its territory of natural and legal persons of the other contracting party, as regards the management, use, use and enjoyment of their investments, treatment no less favourable than that accorded to its own natural and legal persons or natural or legal persons of third countries.

This treatment shall not include:

- The privileges granted by either contracting party to natural or juridical persons of a third State because of its membership in or association with a customs union, economic or a common market or a free trade area or any other form of regional economic organization;

- Advantages accorded by a contracting party to natural or legal persons of third States by virtue of a double taxation agreement or any other arrangement relating to taxation.

3 - The following shall be considered as less favourable treatment within the meaning of this Article 3, including restrictions: supplies of raw materials and consumables, energy and fuel supplies, any interference has the marketing of products inside and outside the country as well as any other measures having similar effect. any measures taken as a result of the security and public order, public health or morality shall not less favourable treatment "".

4 - each contracting party reserves the right to determine the lines and areas of activity in which the foreign investment will be excluded or limited in accordance with its laws and regulations.

Article 4. Protection of Investments

1. Investments of natural and legal persons of one Contracting Party shall enjoy in the territory of the other contracting party of a full protection and security.

2 - neither Contracting Party shall take of expropriation or nationalization or any other measures which directly or indirectly dispossessing the natural and legal persons of the other Contracting Party to investments in its territory.

3 - whether or not the requirements of public interest, national interest or justify derogation from paragraph 2 of this article, the following conditions shall be complied with:

a) les measures shall be taken under due process

b) The measures are not discriminatory;

c) The measures are accompanied by provisions for the payment of just and equitable compensation.

4 - The amount of compensation shall be calculated on the real value of the investment concerned and evaluated in terms of the economic conditions prevailing on the day before the date of expropriation or nationalization, the measure was taken or similar public.

At the latest by the time of nationalization or expropriation, of the execution of the measure, it shall be filled adequately to the establishment and the payment of compensation.

The legality of expropriation, nationalization or similar measure and the amount of compensation shall be audited by judicial proceedings.

5 - compensation shall be settled in a freely convertible currency,

At the official exchange rate prevailing on the date of transfer pursuant to the exchange regulations of the Contracting Party which is lepaiement said compensation. it shall be freely transferable.

6 - The transfer shall be effected within a period of no later than six months after the date of the filing of a complete application for compensation in accordance with the legislation of the currency of the Contracting Party having made the expropriation. in case of delay in payment of compensation shall include interest calculated on the usual banking rate from

the date of submission of the dossier on the date of actual payment.

7 - in case of a disagreement on the valuation of the amount of compensation, a natural or legal person shall have a right under the law of the Contracting Party which has expropriated, ensure that its case and the valuation of its investment should be reviewed by a competent authority or a judicial authority of that Party in accordance with the principles set out in this article.

8 - natural and legal persons of either Contracting Party whose investments have suffered losses due to a war or any other armed conflict, revolution, state of emergency or national revolt in the territory of the other Contracting Party, shall be accorded by the latter, as regards restitution, compensation, the compensation or other settlement, the same treatment as that accorded to investors of a third State.

Article 5. Transfers

1. Each Contracting Party shall guarantee to natural and legal persons of the other contracting party to make investments in its territory shall, after the payment of all their obligations including those of a fiscal nature, the free transfer in particular;

- a) The interests, dividends, bénéfices after taxes and other current income;
- b) Royalties intangible rights referred to in paragraph 1 (d) and (e) of article 1;
- c) Payments made for the reimbursement of loans regularly contracted for the financing of investments;
- d) The proceeds of the sale of or the partial or total liquidation of the investment, including the invested capital gains,
- e) Of dispossession, compensation or losses referred to in article 4 (2) and (3) above.

2. Natural persons of either Contracting Party who have been authorised to work in the territory or maritime zones of the other Contracting Party in respect of an approved investment shall also be authorised to transfer their earnings to their country of origin, in accordance with the foreign exchange regulations of each Contracting Party.

3. The transfers referred to in paragraphs 1 and 2 of this article shall be carried out at the official exchange rate applicable on the date of the latter and in accordance with the foreign exchange regulations in force of the Contracting Party in whose territory the investment has been made, in a freely convertible currency 'to be mutually agreed upon, or alternatively in the currency in which the investment has been made.

Transfers shall be made within a maximum period of six months from the date of submission of the duly constituted dossier.

Article 6. Subrogation

1. If one of the contracting parties or the body designated by that Party (hereinafter referred to as the first "contracting party") makes a payment under given an indemnity in respect of an investment made in the territory of the other contracting party (hereinafter referred to as the second "contracting party"), the second Contracting Party shall recognize without prejudice to the rights of the first Contracting Party

- a) The first assignment to the Contracting Party by law or by legal transaction of all the rights and claims of natural and legal persons of the first contracting party;
- b) The right of the former Contracting Party to be entered into those rights and claims as well as to exercise the rights and assert the claims to the same extent as the natural and legal persons of the first contracting party.

2. The first Contracting Party shall be entitled in all circumstances

- a) To the same treatment in respect of the rights and claims by acquired it by virtue of the assignment; and
- b) All payments under those rights and claims natural and legal persons of the first contracting party is entitled to receive by virtue of this agreement for investment incomes.

Article 7. Disputes between the Contracting Parties

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

2. If a dispute cannot be settled in this way, it will be submitted to an arbitral tribunal at the request of one of the two contracting parties.

3. The arbitral tribunal shall be constituted ad hoc "", each Contracting Party shall appoint one member and these two members as Chairperson shall agree to select a national of a third State to be appointed by the two contracting parties. The members shall be appointed within two months (2) and the Chairman within three (3) months after the date on which either Contracting Party has notified the other that it intends to submit the dispute to an arbitration tribunal.

4. If the periods specified in paragraph 3 have not been observed and in the absence of any other agreement, either Contracting Party may invite the President of the International Court of Justice to make the necessary appointments. If the President is ressortissant of one of the contracting parties or if he is otherwise empêché, the Vice-President should make the necessary appointments. If the Vice-President is also a national of either Contracting Party or if he is also prevented, the member of the Court next in seniority who is not a national of either Contracting Party should make the necessary appointments.

5. The arbitral tribunal shall reach its decision by a majority of votes, its decisions shall be binding. Each Contracting Party shall bear the costs of its own arbitrator and its representation in the proceedings before the arbitral tribunal; the cost of the Chairman and the remaining costs shall be borne in equal parts by both contracting parties. The arbitral tribunal may in exceptional circumstances, fix another method of settlement of costs. The arbitration tribunal shall determine its own procedure.

6. In the case of subrogation of a Contracting Party in accordance with Article 6 of this Agreement, that Contracting Party may refer the matter to the arbitral tribunal referred to in this article.

Article 8. Dispute Resolution between an Investor and a Contracting Party

1. Investment disputes which may arise between one of the Contracting Parties and a natural or legal person of the other Contracting Party shall, as far as possible, be settled amicably between the parties to the dispute.

2. If, on the expiry of a period of at least six (6) months from the date on which the dispute has been raised, the différend has not been settled amicably through the use of domestic remedies or other, and if the person or entity concerned so requests, it shall be submitted to arbitration.

3. The arbitral award shall be binding and shall not be the subject of complaints or use. It shall be executed according to the national legislation of each of the Contracting Parties.

4. During arbitration proceedings or of the execution of an arbitral award, the Contracting Party Party to the dispute shall not raise an exception that a national or a juridical person of the other Contracting Party has been partially or fully compensated by insurance.

Article 9. Entry Into Force - Amendment - Denunciation

1 - each Contracting Party shall notify the other contracting party of the completion of the constitutional procedures required for the entry into force of this Agreement, which shall take effect from the date of receipt of the last notification.

2. 1 - The agreement is concluded for an initial period of ten (10) years and may be renewed tacitly renewed unless one of the Parties denounces it in writing twelve (12) months prior to the expiry date.

2. 2 - on the expiry of the period of validity of the present Agreement investments over which it was in force will continue to benefit from the protection of its provisions supplémentaire for a period of ten (10) years.

3 - the two contracting parties may by mutual agreement, provide any modification or amendment of the provisions of this Agreement. The amendments and / or amendments shall enter into force in accordance with the procedures laid down in this Agreement.

4 - in the event of termination of this Agreement, the provisions of articles 1 to 8 above, shall continue to apply for a period of ten years for investments made prior to the termination of the Agreement.

Done at Algiers on 16 March 1998, in two originals in the Arabic and English languages, both texts being equally authentic.

For the Government of the Democratic Republic of Algeria's people

The Minister of Finance Abdelkrim Harchaoui

For the Government of the Republic of the Niger the Minister for Foreign Affairs and African Integration

MOM Sambo Sidikou