AGREEMENT BETWEEN THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA AND THE GOVERNMENT OF JAMAICA CONCERNING THE ENCOURAGEMENT AND RECIPROCAL PROTECTION OF INVESTMENTS

The Government of the People's Republic of China and the Government of Jamaica; (hereinafter referred to as the "Contracting Parties")

Desiring to encourage, protect and create favourable conditions for investment by investors of one Contracting Party in the territory or the other Contracting Party;

Desiring to strengthen economic co-operation between both States on the basis of the principles of mutual respect, sovereign equality, and mutual benefit;

Have agreed as follows:

Article 1.

For the purposes of this Agreement;

1. The term "investments" means every kind of asset invested by investors of one Contracting Party in accordance with the laws and regulations of the other Contracting Party in the territory of the latter, including mainly:

(a) Movable and immovable property and other property rights;

(b) Shares in companies or other forms of interest in such companies;

(c) A claim to money or to any performance having an economic value;

(d) Copyright, industrial property rights, know-how and technological process;

(e) Concessions conferred by law, including concessions to search for or exploit natural resources.

2. The term "investors" means in respect of the People's Republic of China:

(a) Natural persons who have nationality of the People's Republic of China;

(b) Economic entities established in accordance with the laws of the People's Republic of China and domiciled in the territory of the People's Republic of China;

In respect of Jamaica:

(a) Persons who are nationals of Jamaica in accordance with the laws of Jamaica;

(b) Companies, associations, or firms incorporated or constituted in accordance with the laws of Jamaica.

3. The term "returns" means the amounts yielded by investments, such as profits, dividends, interests, royalties or other legitimate income.

4. The term "territory" shall be construed to mean, in addition to the areas lying within the land boundaries, the marine and sub-marine areas over which a Contracting Party has sovereignty, sovereign or jurisdictional rights under international law.

Article 2.

1. Each Contracting Party shall encourage and promote investment by investors of the other Contracting Party in its territory. To this end, the Contracting Parties shall consult with each other as to the most effective ways to achieve that

purpose.

2. Each Contracting Party shall admit such investment in accordance with its laws and regulations.

3. Each Contracting Party shall use its best endeavours to facilitate the obtaining of visas and work permits by investors of the other Contracting Party.

Article 3.

1. Investments and activities associated with investment of investors of either Contracting Party shall be accorded fair and equitable treatment and shall enjoy protection in the territory of the other Contracting Party.

2. The treatment and protection referred to in Paragraph 1 of this Article shall not be less favorable than that accorded to investments and activities associated with such investments of investors of a third State.Paragraph 1 of this Article shall not be less favorable than that accorded to investments and activities associated with such investments of investors of a third State.

3. Paragraphs (1) and (2) shall not apply to any preferential treatment accorded by the other Contracting Party to investments of a third State derived from:Paragraphs (1) and (2) shall not apply to any preferential treatment accorded by the other Contracting Party to investments of a third State derived from:

(a) Its membership in a customs union, free trade zone, or economic union;

(b) Its obligations under an agreement relating to avoidance of double taxation or;

(c) Its obligations under an agreement for facilitating frontier trade.

Article 4.

1. Neither Contracting Party shall expropriate, nationalize or take similar measures (hereinafter referred to as "expropriation") against investments of investors of the other Contracting Party in its territory, unless these measures are taken:

(a) In the public interest;

(b) Under domestic legal procedure;

(c) Without discrimination;

(d) With compensation.

2. The compensation mentioned in Paragraph 1, (d) of this Article shall be equivalent to the value of the expropriated investments at the time when expropriation is proclaimed, be convertible and freely transferable. The compensation shall be paid without unreasonable delay.Paragraph 1, (d) of this Article shall be equivalent to the value of the expropriated investments at the time when expropriation is proclaimed, be convertible and freely transferable. The compensation shall be paid without unreasonable delay.

3. Investors of one Contracting Party who suffer losses in respect of their investments in the territory of the other Contracting Party owing to war, a state of national emergency, insurrection, riot or other similar events, shall be accorded by the latter Contracting Party, if it takes relevant measures, treatment no less favorable than that accorded to investors of a third State.

Article 5.

1. Each Contracting Party shall, subject to its laws and regulations, permit investors of the other Contracting Party to transfer payments relating to investments, in particular, though not exclusively:

(a) Returns;

(b) Proceeds from total or partial liquidation of investments;

(c) Payments made pursuant to a loan agreement in connection with investments;

(d) Payments of technical assistance or technical service fee, management fee;

(e) Payments in connection with projects on contract;

(f) Earnings of nationals of the other Contracting Party who work in connection with an investment.

2. The transfer mentioned above shall be made at the prevailing exchange rate of the Contracting Party accepting investment on the date of transfer.

Article 6.

If a Contracting Party or its Agency makes payment to an investor under a guarantee it has granted to an investment of such investor in the territory of the other Contracting Party, the other Contracting Party shall recognize the transfer of any right or claim of such investor to the former Contracting Party or its Agency and recognize the subrogation of the former Contracting Party or its Agency to such right or claim.

Article 7.

1. Any dispute between the Contracting Parties concerning interpretation or application of this Agreement shall, as far as possible, be settled by consultation through diplomatic channels.

2. If a dispute cannot thus be settled within six months, it shall, upon the request of either Contracting Party, be submitted to an ad hoc arbitral tribunal.

3. Such tribunal shall be comprised of three arbitrators. Within two months from the date on which either Contracting Party receives the written notice requesting arbitration from the other Contracting Party, each Contracting Party, shall appoint one arbitrator. Those two arbitrators shall, within two months, select a third arbitrator who is a national of a third State which has diplomatic relations with both Contracting Parties. The third arbitrator shall be appointed by the two Contracting Parties as Chairman of the arbitral tribunal.

4. If the arbitral tribunal has not been constituted within four months from the date of the receipt of the written notice for arbitration, either Contracting Party may, in the absence of any other agreement, invite the President of the International Court of Justice to appoint the arbitrator (s) who has or have not yet been appointed. If the President is a national of either Contracting Party or is otherwise prevented from discharging the said function, the next most senior member of the International Court of Justice who is not a national of either Contracting Party shall be invited to make the necessary appointment (s).

5. The arbitral tribunal shall determine its own procedures. The tribunal shall reach its award in accordance with the provisions of this Agreement and the generally recognized principles of international law.

6. The tribunal shall reach its award by a majority of votes. Such award shall be final binding on both Contracting Parties. The ad hoc arbitral tribunal shall, upon the request of either Contracting Party, explain the reasons for its award.

7. Each Contracting Party shall bear the costs of its appointed arbitrator and of its representation in arbitral proceedings. The relevant costs of the Chairman and the tribunal shall be borne in equal parts by the Contracting parties.

Article 8.

1. Any dispute between an investor of one Contracting Party and the other Contracting Party relating to an investment in the territory of the other Contracting Party shall, as far as possible, be settled amicable through negotiations between the parties to the dispute.

2. If the dispute cannot be settled through negotiations within six months, either party to the dispute shall be entitled to submit the dispute to the competent court of the Contracting Party accepting the investment.

3. If a dispute involving the amount of compensation for expropriation cannot be settled within six months after resort to negotiations as specified in Paragraph 1 of this Article, it may be submitted at the request of either party to an ad hoc arbitral tribunal. The provisions of this paragraph shall not apply if the investor concerned has resorted to the procedure specified in Paragraph 2 of this Article.Paragraph 1 of this Article, it may be submitted at the request of either party to an ad hoc arbitral tribunal. The provisions of this paragraph shall not apply if the investor concerned has resorted to the procedure specified in Paragraph 2 of this Article.

4. Such an arbitral tribunal shall be constituted for each individual case in the following way: each party to the dispute shall appoint an arbitrator, and these two shall select a national of a third State which has diplomatic relations with the two

Contracting Parties as Chairman. The first two arbitrators shall be appointed within two months of the written notice for arbitration by either party to the dispute to the other, and the Chairman be selected within four months. If within the period specified above, the tribunal has not been constituted, either party to the dispute may invite the Secretary General of the International Center for the Settlement of Investment Disputes to make the necessary appointments.

5. The tribunal shall determine its own procedures. However, the tribunal, in the course of determining its procedures, may be guided by the Arbitration rules of the International Center for the Settlement of Investment Disputes.Arbitration rules of the International Center for the Settlement of Investment Disputes.

6. The tribunal shall reach its decision by a majority of votes. Such decision shall be final and binding on both parties to the dispute. Both Contracting Parties shall commit themselves to the enforcement of the decision in accordance with their respective domestic laws.

7. The tribunal shall adjudicate in accordance with the law of the Contracting Party involved in the dispute, including its rules on the conflict of laws, the provisions of this Agreement, as well as the generally recognized principles of international law.

8. Each party to the dispute shall bear the costs of its appointed member of the tribunal and of its representation in the proceeding. The costs of the appointed Chairman and the remaining costs shall be borne in e dispute.

Article 9.

If the treatment to be accorded by one Contracting Party in accordance with its laws and regulations to investments or activities associated with such investments of investors of the other Contracting Party is more favorable than the treatment provided for in this Agreement, the more favorable treatment shall be applicable.

Article 10.

This Agreement shall apply to investments which are made prior to or after its entry into force by investors of either Contracting Party in accordance with the laws and regulations of the other Contracting Party in the territory of the latter.

Article 11.

1. The representatives of the two Contracting Parties shall hold meetings from time to time for the purposes of:

(a) Reviewing the implementation of this Agreement;

(b) Exchanging legal information on laws and investment opportunities;

(c) Consulting on problems arising out of investments;

(d) Considering proposals on promotion of investments;

(e) Examining other issues in connection with investments.

2. Where either Contracting Party requests consultation on any matters in Paragraph 1 of this Article, the other Contracting Party shall respond promptly, and the consultation be held alternately in Beijing and Kingston.Paragraph 1 of this Article, the other Contracting Party shall respond promptly, and the consultation be held alternately in Beijing and Kingston.

Article 12.

1. This Agreement shall enter into force on the first day of the following month after the date on which both Contracting Parties have notified each other in writing that their respective internal legal procedures have been fulfilled, and shall remain in force for a period of five years.

2. This Agreement shall continue in force if one year before the expiration specified in Paragraph 1 of this Article either Contracting Party fails to give to the other Contracting Party, written notice to terminate this Agreement..

3. After the expiration of the initial five year period, either Contracting Party may at any time thereafter terminate this Agreement by giving at least one year's written notice to the other Contracting Party.

4. With respect to investments made prior to the date of termination of this Agreement, the provisions of Article 1 to 11 shall continue to be effective for a further period of ten years from such date of termination.

Done in duplicate at Beijing of October 26, 1994 in the Chinese and English languages, both texts being equally authentic.

For the Government of the People's Republic of China

For the Government of Jamaica