# Agreement between the Government of the French Republic and the Government of the Republic of Macedonia on the reciprocal encouragement and protection of investments

The Government of the French Republic and the Government of the Republic of Macedonia, hereinafter known as the "Contracting Parties",

Desiring to enhance economic cooperation between the two States and to create favourable conditions for French investments in Macedonia, and Macedonian investment in France,

Convinced that the promotion and protection of such investments will be conducive to the stimulation of capital and technology transfer between the two countries in the interest of their economic development,

Have agreed as follows:

## Article 1. Definitions

For the purposes of this Agreement:

1. The term "investment" means all assets, such as property rights and interests of all kinds, and particularly but not limited to:

a) Movable and immovable property as well as any other rights in rem, such as leases, mortgages, liens, usufructs pledges, and all similar rights;

b) Shares, stocks and other forms of participation, even indirect minority, or to companies established in the territory of one of the contracting parties;

c) The obligations and rights, claims to any performance having economic value;

d) The rights of intellectual, industrial and commercial property rights, such as copyrights, patents, licences, trademarks, industrial designs or models, technical processes, trade names, know-how and goodwill;

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.

It is understood that such investments, including reinvestments, shall be or have been carried out in accordance with the legislation of the Contracting Party in the territory or maritime area in which the investment is made before or after the entry into force of this Agreement.

Any alteration of the form in which assets are invested shall not affect their classification as investment, provided that such change is not contrary to the legislation of the Contracting Party in the territory or maritime area in which the investment is made.

2. The term "national" means natural persons having the nationality of one of the Contracting Parties.

3. The term "companies" means any juridical person in the territory of one of the Contracting Parties in accordance with their legislation and having its registered office or directly or indirectly controlled by nationals of either Contracting Party, or by a juridical person with its head office in the territory of one of the Contracting Parties and in accordance with its law.

4. The term "returns" means all amounts yielded by an investment during any period of time as such interests, profits, dividends, royalties, capital gains.

Investment income and in case of reinvestment, income from their reinvestment shall enjoy the same protection as the

investment.

5. This Agreement shall apply to the territory of each Contracting Party as well as the maritime area of each of the Contracting Parties, hereinafter referred to as defined as the economic zone and the continental shelf extending beyond the limits of the territorial waters of each of the Contracting Parties and on which they have, in accordance with international law, sovereign rights and jurisdiction for the purpose of exploitation and exploration for and preservation of natural resources.

## Article 2. Investment Promotion and Admission

Each Contracting Party recognizes and encourages, within the framework of its laws and the provisions of this Agreement, all investments made by companies and nationals of the other party in its territory and in the maritime area.

## Article 3. Fair and Equitable Treatment

Each Contracting Party undertakes to provide, in its territory and in the maritime area, fair and equitable treatment in accordance with the principles of international law, to investments of nationals and companies of the other party and to ensure the enjoyment of the right thus recognized in a fair and equitable treatment is hampered in either law or in fact. In particular, though not exclusively, shall be regarded as barriers of fact or law in fair and equitable treatment any restriction to purchase and transport of raw materials and auxiliary materials, energy and fuel and means of production or operation of any kind, interference with the sale and transport of goods within the country and abroad, as well as any other measures having a similar effect.

The Contracting Parties shall consider sympathetically, within the framework of their national legislation, applications for entry and residence permits, labour and movement of nationals of one Contracting Party in respect of an investment in the territory or maritime zones of the other contracting party. Nationals who are authorised to work in the Territory and in the maritime area of either Contracting Party shall enjoy adequate physical facilities for the performance of their professional activities.

## Article 4. National Treatment and Most-favoured-nation Treatment

Each Contracting Party shall, in its territory and in the maritime area to nationals or companies of the other contracting party as regards their investments and activities associated with such investments, treatment no less favourable than that accorded to its own nationals or companies or the treatment accorded to nationals or companies of the most favoured nation, whichever is more favourable.

This treatment does not extend to the privileges which either Contracting Party accords to nationals or companies of any third State by virtue of its association or participation in a free trade area, customs union, common market or any other form of regional economic organization.

The provisions of this article shall not apply to tax matters.

## Article 5. Dispossession and Compensation

1. Investments made by companies or nationals of either Contracting Party shall enjoy, in the Territory and in the maritime zones of the other contracting party; protection and security.

2. The Contracting Parties shall not take any measures of expropriation or nationalization or any other measures the effect of which is, directly or indirectly dispossessing nationals and companies of the other party; investments in its territory and in the maritime area, except for a public purpose and provided that they are neither discriminatory nor contrary to a specific engagement.

All dispossession measures that might be taken shall be subject to the payment of prompt and adequate compensation in an amount equal to the real value of the investment concerned must be assessed in relation to a normal economic situation and prior to any threat of dispossession.

Such compensation, its amount and has no later than the date of dispossession. the compensation shall be paid without delay, and effectively realisable freely transferable. such compensation product until the date of payment, shall include interest at the market rate of interest.

3. Companies or nationals 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 occurring in the territory or maritime zones of the other contracting party benefit, on the part of this latter, from a treatment no less favourable than that accorded to its own nationals or companies or to those of the most favoured nation.

## Article 6. Free Transfer

Each Contracting Party in the territory or maritime area in which the investments were made by nationals or companies of the other Contracting Party shall grant those nationals or companies the free transfer of:

a) Profits, dividends, interests and other current income;

b) Royalties and other payments deriving from rights referred to in Article 1 paragraph 1 (d) and (e) of this Agreement;

c) Payments made for the reimbursement of loans contracted regularly;

d) The proceeds of the sale of or the partial or total liquidation of the investment, including the value of the investment capital;

e) Compensation of dispossession or loss as provided for in article 5, paragraphs 2 and 3 above.

The nationals 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 country of origin in a proportion appropriate remuneration.

The transfers referred to in the preceding paragraphs shall be effected without delay formally at the normal rate of exchange applicable on the date of transfer.

## Article 7. Settlement of Disputes between an Investor and a Contracting Party

Any investment dispute between a Contracting Party and a national or company of the other Contracting Party shall be settled amicably between the two parties concerned.

If such a dispute cannot be settled within six months from the time at which it was raised by either party to the dispute, it shall be submitted at the request of either of the parties to arbitration by the International Centre for Settlement of Investment Disputes (ICSID), established by the Convention on the Settlement of Investment Disputes between States and Nationals of Other States done at Washington on 18 March 1965.

## Article 8. Guarantees and Subrogation

1. If the legislation of either contracting party provides a guarantee for investments abroad, it may be granted within the framework of a case-by-case examination, to investments made by companies or nationals of that Party in the territory or maritime zones of the other party.

2. Investments of nationals and companies of one Contracting Party in the territory or maritime zones of the other party may request the Security referred to in the preceding paragraph only if they have previously obtained accreditation of that other party.

3. If one of the Contracting Parties, by virtue of a guarantee given in respect of an investment in the territory or maritime zones of the other party makes its payment to one of its nationals or companies, it is thereby entered into the rights and claims of the national or company.

4. Such payments shall not affect the rights of the holder of the security to the resort to ICSID or to continue its actions brought before the Tribunal until the end of the procedure.

## Article 9. Specific Commitments

Investments in respect of a particular undertaking of one of the Contracting Parties with respect to nationals and companies of the other Contracting Party shall be governed, without prejudice to the provisions of this Agreement, the terms of that commitment to the extent that it is more favourable provisions than those laid down in this Agreement.

## Article 10. Settlement of Disputes between Contracting Parties

1. Disputes concerning the interpretation or application of this agreement should, if possible, be settled through diplomatic channels.

2. If within six months from the time at which it was raised by either contracting party, the dispute is not settled, it shall be submitted, at the request of either contracting party to an arbitral tribunal.

3. The Tribunal shall be constituted for each individual case as follows: each Contracting Party shall appoint one member and these two Members shall designate by common agreement, a national of a third State who shall be appointed Chairman of the Tribunal by both contracting parties. All members shall be appointed within two months from the date one Contracting Party has informed the other contracting party of its intention to submit the dispute to arbitration.

4. If the periods specified in paragraph 3 above have not been made, either Contracting Party, in the absence of any other agreement, invite the Secretary-General of the United Nations to make the necessary appointments. If the Secretary-General is a national of either Contracting Party or if he is otherwise prevented from exercising this function, the most senior Under-Secretary-General who is not a national of either Contracting Party shall make the necessary appointments.

5. The arbitral tribunal shall reach its decisions by a majority of votes. Such decisions shall be final and enforceable automatically to the contracting parties.

The court shall determine its own rules. It interprets the award at the request of either Contracting Party. Unless the Tribunal provides otherwise, in light of the particular circumstances, the expenses of the arbitral proceedings, including the business of the arbitrators shall be shared equally by the contracting parties.

## Article 11. Entry Into Force and Termination

Each Party shall notify the other of the completion of the internal procedures required for the entry into force of this Agreement, which shall take effect one month after the date of receipt of the last notification. From the entry into force, this Agreement repeals and replaces the agreement signed on 28 March 1974 between the Government of the French Republic and the Government of the Socialist Federal Republic of Yugoslavia on the Protection of Investments, endorsed by the Government of the Republic of Macedonia by letter dated 14 December 1995.

This Agreement is concluded for an initial period of ten years. it shall remain in force after the term unless one of the Parties denounces through diplomatic channels with one year notice.

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 for a further period of twenty years.

Done at Paris on 29 January 1998, in two originals in French and Macedonian language, both equally authentic.

For the Macedonian Government

For the French Government