

# Agreement between the Government of the People's Republic of China and the Government of the Republic of Chad on the Promotion and Protection of Investment

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

Is willing to create favorable conditions for investors of one Contracting Party to invest in the territory of the other Contracting Party,

Recognizing that mutual encouragement, promotion and protection of investment on the basis of the principle of equality and mutual benefit will help to encourage the enthusiasm of investors to operate and enhance the economic prosperity of the two countries,

Respect the economic sovereignty of both Contracting Parties,

Is willing to strengthen cooperation between the two countries to promote economic health and stability and sustainable development, improve the national standard of living,

Have agreed as follows:

## Article 1. Definitions

For this Agreement:

1. The term "investment" means any property of an investment subject that is invested by an investor of a Contracting Party in the territory of the other Contracting Party in accordance with the laws and regulations of the other Contracting Party, including but not limited to:

- (a) movable property, immovable property and other property rights and similar rights, such as mortgage or pledge;
- (b) shares, bonds, shares or other forms of shares of the company;
- (c) the right to claim money (1) or any other investment-related claims with economic value;
- (d) intellectual property rights, in particular copyright, patents, trademarks, trade names, processes, know-how and goodwill;
- (e) the concession granted by law or law to commercial concessions granted under contracts, including the exploration, cultivation, extraction or exploitation of natural resources;
- (f) bonds, credit bonds, loans and other forms of debt (2), including government bonds issued, and the rights derived therefrom.

Investment characteristics refer to the investment of capital or other resources, the expectation of profit or profit, or the commitment to risk.

As a result of the investment, any form of change in the laws and regulations of the Contracting Party in which the investment is made does not affect its nature as an investment.

Investments made by an investor of a Contracting Party through an enterprise which is wholly or partly owned by the enterprise in the territory of the other Contracting Party shall also be treated as an investment as defined in this paragraph.

2. The term "investor" means the national or enterprise of a Contracting Party which is investing or investing in the territory of the other Contracting Party:

(a) national means a natural person who has his or her nationality under the law applicable to either party.

(b) enterprise means any entity which is established or constructed in accordance with the laws and regulations applicable to either Contracting Party and which is in the territory of that Contracting Party and which has actual business activities, including companies, firms, associations, partnerships and other Organization, whether or not for profit and whether it is owned or controlled by private or government.

(c) legal entities established in accordance with the laws of a non-contracting party but wholly or controlled by the nationals referred to in subparagraph (a) or by the enterprises specified in subparagraph (b).

3. The term "proceeds" refers to the income generated by the investment, including profits, dividends, interest, capital gains, royalties, paid objects and other investment-related legal income.

4. The term "territory":

(A) in the People's Republic of China, means the territory of the People's Republic of China (including land, water, territorial waters and airspace) and, in accordance with Chinese law and international law, the People's Republic of China outside the territorial sea possesses the exploration and development of seabed, its area of resources or jurisdiction for the purpose of covering the waters.

(B) In the case of the Republic of Chad, it means any territory of the Republic of Chad (including subsoil, water and airspace) and the Republic of Chad.

(1) For further clarity, investment does not include the right to request money from a commercial contract that sells goods or provides services to a national or enterprise within the contracting party to an enterprise within the other Contracting Party and does not include the lack of the right to request money for investment.

(2) Loans and other forms of debts registered with a competent department of a party do not include trade debts that have no interest income and are paid on time without penalty interest.

## **Article 2. Promotion and Protection of Investment**

1. Each Contracting Party shall encourage investors of the other Contracting Party to invest in its territory and to accept and protect such investments in accordance with its laws and regulations.

2. Each Contracting Party shall, in accordance with its laws and regulations, provide assistance and facilities for obtaining visas and work permits for the nationals of the other Contracting Party engaged in investment-related activities within its territory.

## **Article 3. Fair and Equitable Treatment**

1. The Contracting Party shall ensure that the investors and the investments of the other Contracting Party are provided with full protection and security and fair and equitable treatment, but in any case, does not imply that the Contracting Party shall give the investor more information than the nationals of that State Party Better treatment.

2. "Fair and equitable treatment" includes, inter alia, that, under the host country legal system and general legal principles, either Contracting Party shall not grossly refuse to enter into justice or impose discriminatory or arbitrary measures against investors of the other Contracting Party.

3. "Full protection and security" requires Parties to take reasonable and necessary security measures in the implementation of their duties to ensure investment protection and security.

4. Violation of the terms of any other provision of this Agreement or other treaties shall not constitute a violation of this provision.

## **Article 4. National Treatment**

Without prejudice to the applicable laws and regulations of either Contracting Party, the Contracting Party shall ensure that the treatment of investors and their investments in the other Contracting Party shall be treated, managed, maintained, used, enjoyed, sold or disposed of in its territory Not less than in its similar conditions to give their investors and their

investment treatment.

## **Article 5. Most-favoured-nation Treatment**

1. The treatment afforded by one Contracting Party to the investors of the other Contracting Party and its investments in its territory for the disposal, management, maintenance, use, enjoyment, sale or investment of the investment shall not be less favorable than that accorded to a third State in the same situation And the treatment of their investment.

2. The treatment referred to in paragraph 1 shall not be construed as giving the Contracting Party an obligation to grant to the other Contracting Party an interest in the benefits, benefits or privileges arising from the following reasons:

(a) the establishment of a free trade zone, customs union, economic union, monetary union or similar organizations, mechanisms of the agreement;

(b) international agreements or international arrangements relating to taxes (including customs duties);

(c) any arrangement to facilitate border trade in border areas.

3. Paragraph 1 does not apply to international investment dispute settlement procedures between a Contracting Party and an investor of the other Contracting Party.

## **Article 6. Expropriation**

1. The Contracting Party shall not be nationalized, impose or effect equivalent to nationalization or collection of measures (hereinafter collectively referred to as levies) in respect of investments made by investors of the other Contracting Party in its territory unless all of the following conditions are met:

(a) for public interest;

(b) in accordance with domestic legal procedures and related due process;

(c) non-discriminatory;

(d) to give compensation.

"Effect is equivalent to nationalization or expropriation of measures" means indirect expropriation.

2. In a particular circumstance, if a measure of one or a series of measures of a Contracting Party constitutes an indirect charge referred to in paragraph 1, a case-by-case review shall be conducted on a fact-by basis and the factors including the following shall be taken into account:

(a) the fact that the measure of the measure or the economic impact of the series of measures, but only one or more of the measures of the Contracting Party, has a negative effect on the economic value of the investment is insufficient to infer that an indirect charge has been taken;

(b) the extent to which the measure or the series of measures discriminates against the investors and their investments of the other Contracting Party in scope or application;

(c) the extent to which the measure of the measure or the set of measures is expected to be reasonably expected by the investor of the other Contracting Party, which is based on the commitment of the Contracting Party to the investor;

(d) whether the measure or purpose of the measure or the series of measures is taken for the purpose of goodwill and the proportion of the foregoing and the purpose of collection.

3. Non-discriminatory control measures taken by a Contracting Party to protect public health, safety and the environment, including in the case of public welfare, in cases where, for example, the measures taken are more serious than those necessary for the maintenance of appropriate public welfare, Does not constitute indirect collection.

4. The amount of compensation referred to in paragraph 1 of this Article shall be equal to the fair market value of the earlier investment in the two or earlier periods prior to the collection of the public, and shall include interest calculated at reasonable commercial interest rates prior to the payment of compensation. The payment of compensation should not be unreasonably delayed, and should be effectively realized and freely transferable.

## **Article 7. Compensation for Damage and Loss**

1. Investors in one Contracting Party 's investment in the territory of the other Contracting Party shall be reinstated, compensated and compensated if they suffer losses due to armed conflicts, emergencies, riots or other similar incidents in the territory of the other Contracting Party In terms of treatment or other measures, the other party to the contract shall give the investor and investment of the previous party no less than the best treatment of investors from third countries or nationals under similar conditions.

2. An investment by an investor of a Contracting Party in the territory of the other Contracting Party shall, in any of the circumstances referred to in paragraph 1 of this Article, for the purpose of which the army or the authority of the latter shall be expropriated or prejudiced by the fighting or action Part of the property suffered losses, should be given restitution or reasonable compensation.

## **Article 8. Transfer**

1. Either party shall, in accordance with its laws and regulations, ensure that the investor of the other Contracting Party transfers the proceeds or money legally obtained in the territory of the former, including but not limited to:

- (a) profits, interest, dividends, capital gains, royalties and other intellectual property related costs;
- (b) payments relating to investment contracts, including related payments arising from loan agreements;
- (c) the proceeds from the sale or liquidation of the investment in whole or in part;
- (d) the income and remuneration of the other Contracting State in connection with the investment;
- (e) the amount obtained under Article 6 [Expropriation] and Article 7 [Compensation for Damage and Loss]; or
- (f) payments arising from disputes arising from investment.

2. Except as otherwise provided in this Agreement, either Contracting Party shall ensure that the above transfers are carried out without delay by the IMF's expressly freely available currency at the market exchange rate on the date of transfer.

3. Despite the provisions of the above clauses, the Contracting Party may apply its national law to prevent transfers in a fair, just, non-discriminatory and good faith manner under the following circumstances:

- (a) bankruptcy, unable to repay or protect the interests of creditors;
- (b) the issue, sale and trading of securities, futures, options and other derivatives;
- (c) suspected of criminal offences or administrative penalties;
- (d) transfer of cash or other monetary instruments;
- (e) to meet the needs of judicial or administrative procedures.

4. In the event of a serious threat or serious threat to the balance of payments, either Contracting Party may impose the relevant measures in the light of international standards to temporarily restrict the transfer. These restrictions should be implemented on an equal, non-discriminatory and well-intentioned basis.

## **Article 9. Subrogation**

If the Contracting Party or its designated institution pays an investor in respect of an investment in the territory of the other Contracting Party in respect of a security or insurance contract for non-commercial risk, the other Contracting Party shall acknowledge that:

- (a) the rights and claims of the investor are transferred to the Contracting Party or its designated body in accordance with the laws or legal proceedings of the former Contracting Party; and
- (b) The predecessor party or its designated institution shall act on behalf of the investor in the same manner as the investor, or the enforcement of the investor's claim, and shall bear the investor's investment-related obligations.

## **Article 10. Denial of Benefits**

1. In the event of a circumstance, the Contracting Party may refuse to give to the enterprise of the other Contracting Party and its investments the interests under this Agreement if the enterprise is owned or controlled by a national or enterprise of

a non-Party:

(a) there is no diplomatic relationship between the Contracting Party and the non-Party;

(b) The Contracting Party shall take certain measures against the non-Party Party which prohibits its transactions with the non-Party investor or, in the case of interest under this Agreement, may contravene or impede the measure;

(c) The enterprise is not engaged in substantial commercial operation in the other party's territory.

2. Where an investment is made by a Contracting State or an enterprise owned or controlled by a Contracting Party in the Contracting Party and the enterprise is not engaged in substantial business operation in the territory of the other Contracting Party, the Contracting Party may refuse to give the enterprise a contract. The interests of both parties and their investments under this Agreement.

## **Article 11. Settlement of Disputes between the Contracting Parties**

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

2. If the dispute is not resolved within 6 months of the dispute, the dispute shall be submitted to the arbitral tribunal for settlement at the request of either Contracting Party.

3. The arbitral tribunal shall consist of three arbitrators. Within two months from the date of receipt of the written arbitration request, the Contracting Parties shall each appoint an arbitrator. The two arbitrators shall, within two months from the date of their appointment, jointly select a third national who has diplomatic relations with the Contracting Parties as the presiding arbitrator.

4. If the arbitral tribunal fails to form within four months from the date of the filing of the written arbitration application, there shall be no other agreement between the Contracting Parties and either Contracting Party may bring the necessary appointment to the President of the International Court of Justice. If the President of the International Court of Justice is a national of either Contracting Party or is unable to perform such an appointment for any other reason, the Supreme Court of the International Court of Justice shall be required to perform such appointment if the head of any of the Contracting States of the International Court of Justice is not allowed to do so.

5. The arbitral tribunal shall, at its discretion, determine its procedure, and the arbitral tribunal shall render its decision in accordance with the principles of international law recognized in this Agreement and by both Contracting Parties.

6. The arbitral tribunal's decision shall be made by a majority of votes. The award is final and binding on both parties. The arbitral tribunal shall, at the request of either Contracting Party, interpret its decision.

7. The Contracting Parties shall bear the costs of their appointed arbitrators and their attendance at the arbitral proceedings. The corresponding costs of the presiding arbitrator and the arbitral tribunal shall be borne equally by both Contracting Parties.

## **Article 12. Settlement of Disputes between Investors and Contracting Parties**

1. Any legal dispute between an investor of a Contracting Party and an investment between the other Contracting Party in respect of an investment in the territory of the other Contracting Party shall, as far as possible, be settled by negotiation by a negotiating party.

2. For a dispute arising from an investor's claim that the other contracting party violates its obligations under Articles 2 to 9 or Article 13 second paragraph of this Agreement, if the disputed party proposes to resolve it for 6 months. If the dispute is not resolved through negotiation, the investor may choose to submit the claim for loss or damage due to the violation to:

(a) a court of competent jurisdiction in the other Contracting Party;

(b) the International Center for Settlement of Investment Disputes established under the Convention on the Settlement of Disputes between States and Other States, signed at Washington on 18 March 1965;

(c) Designated arbitral tribunals established in accordance with the rules of arbitration of the United Nations Commission on International Trade Law.

An investment itself cannot be submitted to international arbitration.

The other Contracting Party may require the investor to exhaust the domestic administrative reconsideration procedure prescribed by the laws and regulations of the other Contracting Party before submitting the international arbitration.

3. If the investor has submitted the dispute to a court or international arbitration in which the other Contracting Party has jurisdiction, the choice of one of the three procedures should be final.

4. The dispute shall not be submitted to arbitration if the investor has been informed or has been informed of the event of the event for the first time for more than three years.

5. The arbitral tribunal shall settle the dispute in accordance with the legal norms of the agreement between the parties. In the absence of such an agreement, the arbitral tribunal shall apply the law of the Contracting Party which is the party to the dispute (including the conflict of laws norms) and applicable international law norms, in particular to this Agreement.

6. Unless otherwise agreed by the parties to the dispute, the determination of the other party's breach of the obligations under this Agreement may be determined individually or jointly:

(A) monetary compensation and any appropriate interest;

(B) the return of property, the award may provide for the payment of compensation and the corresponding interest in return for the return of property.

7. The ruling is final and binding on both parties to the dispute. The Contracting Parties shall bear the obligation to enforce the award.

8. In principle, the parties to the dispute shall bear the costs of their appointed arbitrators and representatives attending the arbitral proceedings. The other costs of the presiding arbitrator and the arbitral tribunal shall be borne equally by both parties to the dispute. The arbitral tribunal may, in the award, direct the party in the dispute to bear a higher proportion of the costs and give reasons. However, if the arbitral tribunal considers that the claim of the applicant or the objection of the respondent is reckless, the losing party may, on reasonable grounds, assume the reasonable costs and attorneys' fees incurred by the winning party as a result of the objection or due to objection to the objection.

## **Article 13. Other Obligations**

1. The status of the Contracting Party shall not be affected by the provisions of this Agreement if the legislation of either Contracting Party or of an international obligation established or subsequently established between the Contracting Parties makes the investment of the investor of one Contracting Party enjoy a more favorable treatment than that provided for in this Agreement.

2. Each Contracting Party shall abide by its written undertaking in the form of an agreement or contract with the investor of the other Contracting Party in respect of the investment.

3. Notwithstanding the provisions of paragraph 2, a breach by a Contracting Party of its obligations under a contract of commercial nature shall not be considered a breach of this Agreement.

## **Article 14. Application**

1. This Agreement shall apply to investments made by investors of one Contracting Party before or after the entry into force of this Agreement in the territory of the other Contracting Party in accordance with the laws and regulations of the other Contracting Party, but shall not apply to disputes arising prior to the entry into force of this Agreement.

2. This Agreement shall apply only to investors referred to in Paragraph 2 (c) of Article 1 (3) of this Agreement when the Investor's investment is levied by another Party and the Investor has not or waived its In respect of claims for compensation under a non-contracting party and other treaties established by law.

## **Article 15. Consultations**

1. Representatives of the Contracting Parties shall hold talks from time to time for the following purposes:

(i) Review of the implementation of this Agreement;

(ii) exchange of legal information and investment opportunities;

(3) to resolve disputes arising from investment;

(iv) Proposals for investment promotion;

(5) to study other matters relating to investment.

2. If the Contracting Party proposes to consult on any of the matters listed in paragraph 1 of this Article, the other Contracting Party shall give a timely reply and the consultations shall take place in Beijing and N'Djamena.

## **Article 16. Interpretation of the Agreement**

1. In the dispute settlement procedure provided for in Article 11, the arbitral tribunal shall require the Contracting Parties to jointly interpret the terms of this Agreement in relation to the dispute. The Parties shall, within 60 days of the request, submit the joint decision to the arbitral tribunal in writing.

2. The joint decision of the Contracting Parties under paragraph 1 shall be binding on the arbitral tribunal. The award shall be consistent with the joint decision and, if the parties fail to make such a decision within 60 days, the arbitral tribunal shall make a decision on its own.

## **Article 17. Entry Into Force, Validity and Termination**

1. Each Contracting Party shall notify each other in writing through diplomatic channels that it has completed the domestic legal procedures necessary for the entry into force of this Agreement. This Agreement shall enter into force on the thirtieth day after the date of receipt of the notification and shall be valid for 10 years. If any of the Contracting Parties fails to notify the other Contracting Party of the termination of this Agreement within one year prior to the expiry date, this Agreement shall be automatically extended for a period of 10 years and shall be adjourned accordingly.

2. Upon the expiry of the first 10-year period, the Contracting Party may terminate this Agreement by writing in writing to the other Contracting Party, which shall cease to have effect six months after the date on which the notice of termination ceases.

3. The provisions of Articles 1 to 16 of this Agreement shall continue to apply for a period of 10 years from the date of termination of this Agreement for investments made prior to the date of termination of this Agreement.

4. This Agreement may be amended by mutual consent. The modifications shall take effect in accordance with the procedures required for the entry into force of this Agreement.

The following representatives, duly authorized by their respective governments, have signed this Agreement.

Representative of the Government of the People 's Republic of China

(signed)

Fu Ziyang

Representative of the Government of the Republic of Chad

(signed)

Musa Faki Mohammed