

# **AGREEMENT BETWEEN THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN AND THE GOVERNMENT OF THE REPUBLIC OF SUDAN ON THE MUTUAL PROMOTION AND PROTECTION OF INVESTMENTS**

The Government of the Hashemite Kingdom of Jordan and the Government of the Republic of Sudan, hereinafter referred to as "the Contracting parties", being desirous to develop fraternal relations and to enhance economic cooperation in order to achieve mutual interests and to create favorable conditions for investors of one Contracting party in the territory of the other Contracting Party, and

Realizing that the protection and encouraging of investments of the two Contracting Parties will stimulate the flow of capital and individual initiatives in business with view to the economic prosperity of both states. Have agreed on the following:

## **Article 1. Definitions**

For the purposes of this agreement:

1. The term "Investment" means all types of invested properties which related to economic activities that performed by an investor e of either of the Contracting Parties ion the territories of the other Contracting Party in accordance with the laws and regulations of the later Contracting Party. This, however, shall includes particularly though not exclusively the following:

a- Movable and immovable property rights; as well as any other rights in kind; such as mortgages, lines and pledges and guarantees and all other same rights.

b- Shares, stocks and debentures and other kinds of interests in companies.

c Claims of any money or any transactions of monetary value related to investment, that is each service for money as a result of a contract.

d Intellectual property rights, including rights with respect to copy rights patents, trademarks, industrial designs, technical operation and experience, trade secrets, brand names, and goodwill; related to investment and other similar rights.

e Any right conferred by law or by virtue of a contract, including any licenses or authorizations applicable according to laws or special agreements which including privileges related to the rights of search for, develop, extract or exploit natural resources.

Any change in the invested funds form, shall have no effect on their classification as investments provided that such change shall not violate the conferred approvals (if any) on the original invested funds.

2 The term "Investor" in this agreement means any legal or physical person who investing in the territories of either Contracting Parties:

a- Any physical person holding nationality or permanent residency of a Contracting Party according to the laws and regulations of that party and investing the other party's territory;

b- Any legal person established or incorporated under the applicable laws and regulations of a Contracting Party and investing in the territory of the other Contracting Party.

3- The term "territory" means:

a- According the Republic of Sudan

Republic of Sudan territories of which is under its sovereignty and the economic zone; including the territorial waters and

the seabed and other marine zones, in which the Contracting Party has sovereign rights and jurisdiction according to the international law.

b- According the Hashemite Kingdom of Jordan:

The territory of the Hashemite Kingdom of Jordan, which includes the economical zone on which Jordan, solely enjoys sovereignty including seabed and in ground and exercising sovereign and authority rights according to its laws and international laws.

4- The term "freely convertible currency" means any convertible currency specified by the International Monetary Fund as a currency used freely in accordance with International Monetary Fund Agreement and any amendments thereof.

5- The term "returns" means amounts yielded by an investment and in particular, though not exclusively, includes profits, interests, dividends, revenues, and remuneration.

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

1- Each Contracting Party shall encourage and create favorable conditions for investments made in its territory by investors of the other Contracting party, and accepts such investment according to its laws and regulations.

Investments of investors from any of the two Contracting Parties shall be treated at all times with fair equitable treatment and enjoy complete and adequate protection and security in the territory of the other Contracting Party.

## **Article 3. Most Favoured Nation Treatment**

1- Each Contracting Party shall accord to the investments made in its territory by investors of the other Contracting Party with a treatment fair and not less favorable that which its accords in like situation to investments of investors of any third State.

2- Investors of one Contracting Party whose investments made in the territory of the other Contracting Party suffered losses owing to a war or other armed conflict, revolution, a state of national emergency, revolt, insurrection, disturbances in the territory of the other party, shall be accorded by the other Contracting Party, a treatment related to apply same conditions or to pay off losses, or compensations, or any other settlement not less favorable than that it accords to its investors or the investors of any third state. The payment shall be freely transferred.

3- The provisions of this agreement relating to the granting a treatment not less favorable than that granted to the investors of any third state, shall not be construed so as to oblige any Contracting Party to extend to the investors or investments of the other Contracting Party the advantages or custom union currently exists or to be established in future, a free trade zone or regional economic organization or either of the Contracting party may hold the membership. Furthermore, that treatment shall not be related to any advantage provided by either of the Contracting Parties to the investors of a third party by virtue of an agreement on double taxation or other agreement on the mutual basis concerning taxes.

## **Article 4. Expropriation**

Any Contracting Party is not allowed to take expropriation or nationalization measures against the investments of any investor of the other Contracting party, except in the following circumstances:

1- The measures are adopted for legal purposes and in accordance with due process of law.

2- The measures are not discriminatory.

3- These measures shall be accompanied with allocations for prompt and effective payment of compensation provided that the compensation shall be equal to the value of the investment prevailing in the market at the time of expropriation decision announcement to the public and the compensation shall be transferable in freely convertible currency with the other Contracting Party. However, any delay in payment of these compensations, an appropriate interest with reasonable commercial price or according to an agreement between the Contracting Parties shall be paid as the date of expropriation until the date of payment. And in case of any delay in paying the compensation, an additional compensation shall be paid equals to the damages resulted in from the delay in paying the original compensation.

## **Article 5. Free Transfer**

1- Each Contracting party shall allow to the other Contracting Party nationals without undue delay the free transfer in any

freely convertible currency:

a- Net profits, dividends, revenues, technical assistance, technical fees and interests and other current income resulted from the investments of the investors of the other Contracting Party.

b- The proceeds accruing from total or partial sale or liquidation of an investment of the investors of the other Contracting Party.

c- Funds allocated for settlement of legally concluded debts and loans.

d- Earnings of employees of either Contracting Party allowed to work in connection of investment in the territory of the other Contracting Party according to the applicable laws and regulations.

e- Compensations incurred due to expropriation or settlement of disputes.

2- The rates of exchange applied on transfers mentioned in paragraph (1) of this article are the same rates of exchange in force at the date of the transfer in accordance with exchange rate specified by the central bank in the state of investment.

3- The Contracting Parties on which the investments are employed in its territories shall undertake to accord the transfers mentioned in paragraph (1) of this article a treatment not less favorable than that it accords to investors of any third party.

## **Article 6. Settlement of Disputes Relating to Investment between a Contracting Party and an Investor of the other Contracting Party**

1- In case of any dispute arise between a Contracting Party and an investor of the other Contracting Party regarding the investment of the later in the said Contracting Party's territory, it shall be settle, if possible, through negotiations.

2- If they failed to settle the disputes within 6 months from the date of either parties' request for settlement by negotiations through a written notification to other Contracting Party, the dispute shall be solved according to the investor selection from the following alternatives:

a- In accordance with appropriate pre-agreed on procedures to settle the dispute;

b- In accordance with special settlement provision to settle disputes of the unified agreement for Investing Arab Capitals In the Arab Countries for the year 1980, and any amendments thereof,

c- International arbitration in accordance with the following paragraphs of this article.

3- In case the investor decided to present the dispute for international arbitration, he shall also present his written approval to submit the dispute by one of the following authorities:

a- The International Center for Disputes Settlements ("the Center") which established according to Investment Disputes Settlements Agreements between the countries and nationals of other states opened for signature in Washington on 18, March 1965.

b- An arbitration court established by virtue of arbitration rules (the "Rules") of the United Nation Committee for International Trade Law (UNCTRAL), according to the amendments of these rules by the parties of disputes (designated authority referred to article 7 of the rules will be the General Secretary of the Center).

c- An arbitration court designated in accordance with special arbitration rules of any arbitration tribunal agreed on by the parties of dispute.

4- If any of the nationals of either of the Contracting Parties, has decided to file a case before one of the authorities prescribed in paragraphs 2 and 3 of this article

5- Notwithstanding, the investor submitted the dispute before a bindery arbitration by virtue of paragraph 2 above, the investor may prior to the commencement of arbitration procedures or during these procedures to plea from the courts of the Contracting Party as one of the dispute parties in order to issue a temporarily judicial resolutions to reserve his rights and interests, provided not to include any claims for compensations or damages and not to affect the proceedings of arbitration procedures.

## **Article 7. Settlement of Disputes between the Contracting Parties**

1- In case of any dispute arise form the interpretation or application of provisions of this agreement shall be settled by

means of negotiations.

2. If both Contracting Parties fail to settle the dispute according to item 1 above within 6 months from the date of the commencement of negotiation, the dispute, upon the request of either of the Contracting Parties shall be presented before a special arbitration tribunal.

3. The arbitration tribunal which made of three arbitrator, shall be particularly formed by the two Contracting Parties. Each Contracting party shall nominate one arbitrator, and then the two nominated arbitrators shall appoint the third arbitrator who will be the president of the arbitration 1 tribunal. However, the three arbitrators shall be appointed within 3 months, and the president shall be appointed at least within 5 months from the date of the receipt of arbitration announcement.

4- In case of both Contracting Parties failure to make the above-mentioned appointments within the prescribed period, and in case of the absence of any other agreement, either of the Contracting Parties may call the president of the International High Court of Justice to make the necessary appointments, unless the later was one of the nationalities of either of the Contracting Parties or failed to perform this assignment for another reason, the most senior member of the International High Court of Justice who is not of the nationals of either of the Contracting Parties to perform the necessary appointments.

5- The arbitration tribunal shall issue its decisions on the basis of law respect and the provisions of this agreement as well the international law principles.

6- The arbitration tribunal shall stipulate special procedures and shall take its decisions by majority of votes, however the resolutions of this tribunal shall be considered binding and final to the Contracting Parties.

7- Each Contracting Party shall bear all expenses related to his appointed arbitrator and the Contracting Parties shall be responsible for expenses related to the president as well other expenses.

## **Article 8. Transfer of Rights**

If either of the contracting party or appointed agent paid money to the interest of his investors by virtue of an insurance program to cover risks for non-trade investments which established in the territories of other Contracting Party, the other Contracting Party shall take into account the following: recognize to the first party the transfer of all rights and claims of his national to his own interest, and the host party recognize to the first party to substitute his nationals concerning all these rights and claims (movable rights) which he shall be authorized to use them as much as his such nationals so authorized.

a- The transfer of any rights or claims related to the investor of the first Contracting Party or his appointed agent, whether by virtue of law or according to applicable legal procedures in this state.

b- Upon the transfer of the first Contracting Party or his appointed agent by virtue of transfer principles, he shall have the right to exercise the special rights related to this investor and to implement all claims as well he has the right to fulfill the all commitments related to investments.

Authorized rights and claims by virtue of transfer of rights shall not exceed the original rights or claims related to investors.

## **Article 9. Scope of Application**

This Agreement shall apply to investments invested or to be invested by investors from either Contracting party in the territory of the other Contracting party in accordance with its laws, legislation, and regulations according to its, laws and regulations.

## **Article 10. Entry Into Force, Duration, and Termination of Agreement**

1- This Agreement shall enter into force thirty days of the date of the later of notifications showing the completion of both parties the constitutional requirements required for the entry into force of this Agreement.

2- This agreement shall remain in force for ten years and shall be extended tacitly for further similar period unless terminated according to paragraph three of this article.

3- Each Contracting Party shall have the right to terminate this agreement at the end of its duration or at any time after the expiry of the initial ten years period by a written notice served to the other Contracting party one year prior to the intended termination date.

4- Regarding the investment established or obtained prior to the termination date of this agreement, all other articles of this agreement shall remain effective for ten years from the termination date.

In witness whereof the undersigned, being dully authorized by their respective Governments have signed this agreement.

Done in duplicated copies in Arabic language in Amman on 30, March 2000 corresponding to 24, of Thui Al-Hijah 1420 H.J.

For the Government of the Hashemite Kingdom Of Jordan

Minister of Industry and Trade

Dr. Moh'd Al-Halaieqa

For the Government of the Republic of Sudan

Minister of Industry and Trade

Dr. Abdul-Alhameed Ismael Al- Muta'afi