AGREEMENT BETWEEN THE GOVERNMENT OF THE STATE OF QATAR AND THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA FOR THE RECIPROCAL PROMOTION AND PROTECTION OF INVESTMENTS

The Government of the State of Qatar and the Government of the Democratic Socialist Republic of Sri Lanka, hereinafter referred to as the "Contracting Parties",

Desiring to intensify economic cooperation to the mutual benefr of both States,

Intending to create and maintain more favorable conditions for investments by investors of one Contracting Party in the territory of the other Contracting Party,

Recognizing the need to promote and protect these investments with the aim to foster the economic prosperity of both Contracting Parties,

Agreeing that fair and equitable treatment of investments ts desizable in order to maintain a stable framework for investments and maximum effective utilization of economic resources,

Have agreed as follows:

Article 1. Definitions

For the purposes of this Agreement and uniess stated otharwise the following words and terms shall have the corresponding meanings:

1. The term "investor" refers to any natural or juridical person of one Contracting Party:

a) the term "natural persons" refers, with regard to either Contracting Party, to any natural person who is a national of one of the Contracting Parties to this Agreement.

b) the term "juridical person", refers with regard to either Contracting Party, to any juridical person including enterprises, companies, corporations, firms or business associations constituted or organized under the applicable law of that Contracting Party and having Its seat in the teritory of that same Contracting Party, whether or not for profit, and whether privately or govemmentally owned or controted. In addition, Juridical persons include governments, official agencies, authorities, sovereign funds, trusts, and organizations established or organized in accordance with the respective state legislation of the Contracting Parties.

2. The term "investment" means any kind of asset invested by an investor of one Contracting Party in the territory of the other Contracting Party, in accordance with the laws and regulations of the latter Contracting Party, and in particular, though not exclusively, shall include:

a) movable and immovable property and any other property rights, such as servitudes, guarantees, mortgages, liens, pledges and similar rights;

b) shares in stocks, debentures of a company or any other similar forms of participation in a company;

c) rights to money or to any performance under contract having an economic value;

d) intellectual and industrial property rights, such as, copyrights, trademarks, patents, technical processes, know-how and goodwill;

e) any rights of economic nature granted by law or agreement, such as concessions to performance activities including those to search for, process, extract and exploit natural resources.

3. The term "returns" means output from an investment and money yielded by an investment and includes, in particular, although not exclusively, profits, dividends, Interest, capital gains, royalties and fees:

4. The term "freely usable currency" means a currency widely used to make payments for international transactions as classified by the International Monetary Fund.

5. "Territory":

a) for the State of Qatar: land, inland waters and territorial of the State of Qatar and their bed and subsoil and air space above them, and the economic zone and continental shelf, which is exercised by the State of Qatar's sovereign rights and jurisdiction, in accordance with the provisions of international law and domestic laws and regulations.

b) for the Democratic Socialist Republic of Sri Lanka, the land territory, internal waters and territorial sea as well as the maritime zones beyond the territorial sea, including the Exclusive Economic Zone, Continental shelf, the sea bed and subsoil in accordance with its national laws in force and international laws, has been or may hereinafter designated and the air space above them as the area over which the Democracy Socialist Republic of Sir Lanka exercises sovereign rights or jurisdiction.

6. Any alteration of the form in which assets are invested or reinvested shall not affect their qualification as investments, provided that such alteration is not in conflict with the provisions of this Agreement and the legislation of the Contracting Party in whose territory the investment is made.

Article 2. Scope of the Agreement

This Agreement shall apply to all investors and investments made by investors of either Contracting Party in the territory of the other Contracting Party, accepted as such in accordance with its laws and regulations, whether made before or after the coming into force of this Agreement.

But this agreement shall not apply to:

1. any disputes raised before the entry into force of this Agreement.

2. Taxation

3. Subsidies and grants extended by the government authorities. For the Purpose of this agreement, such subsidies and grants shall not be used for commercial purposes.

4. Services supplied in the exercise of governmental authority by the relevant body or authority of a contracting party. For the purpose of this agreement, a service supplied in the exercise of governmental authority means any service which is supplied neither on a commercial basis nor in competition with one or more service suppliers.

Article 3. Promotion and Protection of Inveatments

1. Each Contracting Party, as far as possible, shall encourage and create favorable conditions for investors of the other Contracting Party to make investments in its territory, and admit such investments in accordance with its laws and regulations in force.

2. When a Contracting Party shall have admitted an investment in its territory, shall grant in accordance with its laws and regulations the necessary permits in connection with such an investment and with the carrying out of licensing agreements and contracts for technical, commercial, or administrative assistance. Each Contracting Party shall, in accordance with its laws and regulations, whenever needed, endeavor to issue the necessary authorizations concerning the activities of consultants and other qualified persons of foreign nationality.

3. Investments made by investors of each Contracting Party shall at all times be accorded fair and equitable treatment and shall enjoy full protection and security in the territory of the other Contracting Party.

4. Neither Contracting Party shall impair by unreasonable or discriminatory measures the operation, management, maintenance, use, enjoyment or disposal of investments in its territory by investors of the other Contracting Party.

Article 4. Treatment of Investment

1. Each Contracting Party shall in its territory accord to investments and returns of Investors of the other Contracting Party treatment which is fair and equitable and no less favorable than that which it accords to investments and returns of its own

investors or to investments and returns of Investors of any Third Party, whichever is more favorable to the investor.

2. Each Contracting Party shall in its territory accord to investors of the other Contracting Party, as regards management, maintenance, use, enjoyment or disposal of their investments, treatment which is fair and equitable and no less favorable than that which it accords to its own investors.

3. Each Contracting Party shall in its territory accord to investors of the other Contracting Party treatment no less favorable than that which it accords to investors of any Third Party.

4. The treatment granted under paragragh 1, 2, and 3 of this Article shall not be construed as to oblige one Contracting Party to extend to the investors of the other Contracting Party and their investment the benefit of any treatment, preference or privilege resulting from:

a) its membership of, or association with, any existing or future free trade area, customs union, economic, common market, monetary union, or other similar international agreements, including other forms of regional economic organization, or

b) any international agreement or arrangement relating wholly or mainly to taxation or any domestic legislation relating wholly or mainly to taxation,

Article 5. Expropriation and Compensation

1. Neither of the Contracting Parties shall take measures of expropriation, nationalization or any other measures having the same effect against investments belonging to investors of the other Contracting Party (hereinafter: referred to as "expropriation") unless the messures are taken in the pubic interest, on a non-discrminatory basis and under due proceas of law and upon the payment of equitable and adequate companeation. Such compensation shall amount to the market value of the expropriated investment immediately before the expropriation of the impeding expropriation became publicly known, whichever is the earlier (hereinafter: referred to as the "valuation date").

2. Such market value shall be expressed in a freely usable currency at the market rate of exchange prevailing for that currency on the valuation date. Compensation shall be paid without delay, be effectively realizable and transferable in a freely usable currency. The compensation shall include also the interest calculated on the six- month LIBOR rate from the date of expropriation until the date of payment.

3. Where a Contracting Party expropriates the assets of a company which is incorporated or constituted under the law in force in any part of ts own teritory, and in which investors of the other Contracting Party own shares, it shall ensure that the provisions of this article are applied so as to guarantee adequate and effective compensation in respect of their Investment to such investors of the other Contracting Party who are owners of those shares.

4. Investors of either Contracting Party who suffer losses of their investments in the territory of the other Contracting Party due to war or to other armed conflict, a state of national emengency, revolution, insurrection or riot shall be accorded with respect to restitution, indemnification, compensation or other settlement, a treatment which ts no fess favorable than that accorded to its own Investors or to investors of any third state whichever is more favorable to the investor.

5. Resulting payments shall be transferable without delay in a freely usable currency at the market rate of exchange.

Article 6. Transfer

1. Each Contracting Party shall permit movement of output from all investments made by an investor of the other Contracting Party in its territory and permit all funds of an investor of the other Contracting Party related to an investment in its territory to be freely transferred without delay and on a non-discriminatory basis. Such funds would include but not limited to:

a) capital and additional capital amounts used to, maintain and increase investment,

b) returns;

c) repayments of any oan induding interest thereon, relating to the investment

d) proceeds from sales of their shares;

e) proceeds received by investors in case of sale or partial sale or liquidation;

f) the earnings of natural persons of one Contracting Party or other personnel from abroad who work in connection with an investment in the territory of the other Contracting Party;

g) payments arising from an investment dispute;

h) compensation pursuant to Article (8) of this Agreement.

2. Transfers under the present Agreement shall be made without delay in any freely usable currency, at the market rate of exchange applicable on the date of transfar.

3. The Contracting Parties shall undertake to accord to transfers referred to in paragraphs 1 and 2 of this Article, a treatment no less favorable than that accorded to transfers originating from Investments made by any third state. :

Article 7. Subrogation

1. Where one Contracting Party or its designated agency has guaranteed any indemnity against non-commercial risks in respect of an investment by any of its investors In the territory of the other Contracting Party and has made payment to such investors in respect of their claims under this Agreement, the other contracting Party agrees that the first Contracting Party or its designated agency is entitled by virtue ol subrogation to exercise the nights and assert the claims of those investors. The subrogated rights or claims shall not exceed the original rights or claims of such investors.

2. In case of subrogation as defined in paragraph 1 of this Article, the investor shall not be entitled to make a claim, unless he is authorized to do so by the Contracting Party or its designated agency.

Article 8. Denial of Benefits

Following notification, a Contracting Party may deny the benefits of this Agreement to:

1. an investor of the other Contracting Party that is a juridical person of such Contracting Party and to an investment of such investor if the juridical person is owned or controlled by investors of a third party and the Denying Contracting Party does not maintain diplomatic relations with the third party;

2. an investor of the other Contracting Party that is a juridical person of such other Contracting Party and to investments of that investor, if an investor of a non-Contracting Party owns or controls the juridical person and the juridical person has no substantive business operations in the territory of the other Contracting Party.

Article 9. Exceptions

Nothing in this Agreement Precludes the Host Contracting Party from taking action for the protection of its essential security interests, public order, or morality affecting public order or national treasures of historic or artistic value in circumstances of extreme emergency in accordance with its laws applied on a non-discriminatory basis.

Article 10. Settlement of Disputes between a Contracting Party and an Investor of the other Contacting Party

1. Any juridical dispute under the provisions of this Agreement, arising directly from an investment between one Contracting Party and an investor of the other Contracting Party shall be settled amicably between themselves.

2. If such disputes cannot be settled according to the provisions of paragraph (1) of this Article within three months from the date of request in writing for settlement, either disputed party may submit at his preference the dispute settlement to:

a) the competent court of the host Contracting Party for decision; or

b) the International Center for the Settlement of Investment Disputes established under the Convention on the Settlement of Investment Disputes between States and Nationals of other States of March 18, 1985, done in Washington, D.C., if this Convention is applicable to the Contracting Parties: or

c) an Ad Hoc Arbitral Tribunal.

Once the disputed party has chosen one of the above-mentioned ways of the settlement of dispute, it cannot follow the other two ways.

3. The Ad Hoc Arbitral Tribunal specified under paragraph (2) (c) shall be established as follows:

a) Each Party to the dispute shall appoint one arbitrator, and the two arbitrators thus appointed shall select by mutual agreement a third arbitrator, who must be a citizen of a third country, and who shall act as the Chairman of the Tribunal. All

the arbitrators must be appointed within two months from the date of notification by one Party to the other Party of its intention to submit the dispute to arbitration.

b) if the periods specified in paragraph (3) (a) herein above have not been respected, either Party, in the absence of any other agreement, shall invite the Secretary General, or Vice-Secretary General of the Permanent Court of Arbitration at The Hague to make the necessary appointments.

c) the Ad Hoc Arbitral Tribunal shall reach its decisions by a majority of vote. These decisions shall be final and legally binding upon the parties and shall be enforced. The decisions shall be taken in conformity with in the following order: first, the provisions of this Agreement, and second the principles of international law. Unless otherwise decided by the Tribunal, in accordance with special circumstances, each party to the dispute shall bear the cost of its representation in the arbitral proceedings: the cost of the arbitrators and the remaining costs shall be borne in equal parts by the parties to the dispute.

d) the Tribunal shall interpret its award and give reasons and bases of decision at the request of either Party. Unless otherwise agreed by the Parties, the venue of arbitration shall be at the seat of the Permanent Court of Arbitration at The Hague (The Netherlands).

Subject to the above, the Tribunal shall follow the Arbitration rules of the United Nations Commission for International Trade Law (UNCITRAL), 1976.

Article 11. Settlement of Disputes between the Contracting Parties

1. The two Contracting Parties shall strive with good faith and mutual cooperation to reach a fair and quick settlement of any dispute arising between them concerning the interpretation or execution of this Agreement. In this connection, the two Contracting Parties hereby agree to enter into direct objective negotiations to reach such a settlement. If the disagreement has not been settled within a period of six months from the date on which the matter was raised by either Contracting Party, it may be submitted at the request of either Contracting Party to an Arbitral Tribunal composed of three members.

2. Within a period of two months from the date of receiving the said request, each Contracting Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint, within a period of two months and with the approval of both Contracting Parties a national of a third country as Chairman of the Tribunal.

3. If within the periods specified in paragraph (2) of this Article the necessary appointments have not been made, either Contracting Party may, in the absence of any other agreement, invite the President of the International Court of Justice to make any necessary appointments. If the President is a national of either Contracting Party or otherwise prevented from discharging the said function, the Vice-President shall be invited to make the necessary appointments. If the Vice-President is a national of either Contracting Party or if he too is prevented from discharging the said function, the Member of the International Court of Justice next in seniority who is not a national of either Contracting Party shall be invited to make the necessary appointments.

4. The Arbitra! Tribunal shall reach its decisions by a majority of votes. Such decisions shall be final and binding on both Contracting Parties. Each contracting Party shall bear the cost of its own member of the Tribunal and of its representation in the arbitral proceedings; the cost of the Chainmen and the remaining costs shall be borne in equal parts by the contracting Parties. The Tribunal may, however, decide that a higher proportion of costs shall be borne by one of the two Contracting Parties, and this award shall be binding on both Contracting Parties. The tribunal shall determine its own procedures.

5. Unless agreed otherwise by the Contracting Parties, the venue of Arbitration shall be the seat of the Permanent Court of Arbitration at The Hague (The Netherlands).

6. All claims shall be submitted, and all hearing sessions shall be completed within a period of six months from the date the third member is appointed, unless otherwise agreed. The Tribunal shall issue its decision within two months from the date of submitting the final claims or the date af closing the general sessions, whichever is later.

7. It shall not be permitted to submit a dispute to an Arbitral Tribunal pursuant to the provisions of this Article, if the same dispute was submitted to another Arbitral Tribunal pursuant to the provisions of Article 10 hereunder and which is still under hearing by that Tribunal.

Article 12. Entry and Sojourn of Personnel

A Contracting Party shall, subject to its laws and regulations relating to the entry and sojourn of non-citizens, permit natural persons of the other Contracting Party and other persons appointed or employed by investors of the other Contracting Party to enter and remain in its territory for the purpose of engaging in activities connected with investments.

Article 13. More Favorable Provisions

1. If the domestic law of either Contracting Party, or obligations under intemational law existing at present or established hereafter between the Contracting Parties in addition to this Agreement contains a regulation, whether general or specific, entitling investments by investors of the other Contracting Party to a treatment more favorable than is provided for by this Agreament, such regulation shall, to the extent that it is more favorable, prevail over this Agreement.

2. Whenever the treatment accorded by one Contracting Party to the investors of the other Contracting Party, according to its laws and regulations or other provisions of specific contract or investment authorization or agreement, is more favorable than that provided under this agreement, the most favorable treatment shall. apply.

Article 14. Entry Into Force

1. This Agreement, or any amendments thereof, shall enter into force on the latter date on which either Contracting Party notifies the other that its internal juridical requirements for the entry into force of this Agreement or its amendments have been fulfilled.

2. This Agreement may be amanded by writlen agreement betwean the two Contrecting Parties.

Article 15. Duration and Termination

1. This Agreement shall remain in force for a period of ten (10) years and shall! continue in force thereafter for a similar period or periods unless one year before the expiration of the initial or any subsequent period, either Contracting Party notifies the other Contracting Party of its intention to terminate the Agreement.

The notice of termination shall become effective one year after it has been received by the other Contracting Party.

2. With respect to Investments made prior to the date when the notice of termination of this Agreement becomes effective, the provisions of this Agreement shall continue to be effective for a period of ten years from the date of termination of this Agreement.

IN WITNESS WHEREOF, the undersigned duly authorized thereto by their fespective Governments, have signed this Agreement

Done in Doha on May 22, 2012, in two original versions, in Arabic, Sinhala and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

For the Government of the State of Qatar

For the Government of the Democratic Socialist Republic of Sri Lanka