

# **AGREEMENT BETWEEN THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT AND THE GOVERNMENT OF THE REPUBLIC OF BELARUS ON THE PROMOTION AND RECIPROCAL PROTECTION OF INVESTMENTS**

The Government of the Arab Republic of Egypt and the Government of the Republic of Belarus hereinafter referred to as the Contracting Parties,

DESIRING to create favourable conditions for investments in both states and to intensify the co-operation between private enterprises in both states with a view to stimulating productive use of resources,

RECOGNIZING that a fair and equitable treatment of investments on a reciprocal basis will serve this aim,

HAVE AGREED as follows:

## **Article 1. Definitions**

For the purpose of this Agreement,

1 - The term "investment" shall mean every kind of assets 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 and in particular, though not exclusively, shall include:

(i) Shares, parts or any other Kinds of participation in companies or other legal entities incorporated in the territory of one Contracting Party,

(ii) Returns reinvested, claims to money or other rights relating to service having a financial value,

(iii) Movable and immovable property, as well as any other rights as mortgages, privileges, guarantees and any other similar rights as defined in conformity with the law of the Contracting Party in the territory of which the property in question is situated,

(iv) Industrial and intellectual property rights, technology, trademarks goodwill, know-how and any other similar rights,

(v) Business concessions conferred by law or by contract including the concessions related to natural resources.

A change in the form in which assets are invested does not affect their character as investments.

2 - The term "returns" shall mean the amounts yielded by an investment and in particular though not exclusively, includes profit, interest, royalties or fees,

3 - The term "investor" shall mean with regard to either Contracting Party.

(a) Natural persons having status as nationals of the Arab Republic of Egypt and nationals of Republic of Belarus according to their laws.

(b) Any entity established and registered in accordance with, and recognized as a legal person by the law of that Contracting Party.

4 - The term "territory" refers to the territory of the state concerned over which that State may exercise sovereign rights or jurisdiction in accordance with international law

5 - The term "laws and regulations" with respect to each Contracting Party shall mean the laws and regulations of the state of the Contracting Party concerned.

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

Each Contracting Party shall encourage and create favourable conditions for investors of the other Contracting Party to make investments in its territory, and, subject to its right to exercise powers conferred by its laws, shall admit such investments.

### **Article 3. Protection of Investments**

(1) Investment of investors of either Contracting Party shall at all times be accorded fair and equitable treatment and shall enjoy full legal protection and security in the territory of the other Contracting Party.

Neither Contracting Party shall in any way impair by unreasonable or discriminatory measures the management, maintenance, use, enjoyment or disposal of investments in its territory of investors of the other Contracting Party. Each Contracting Party shall observe any obligation it may have entered into with regard to investments of investors of the other Contracting Party. (2) Neither Contracting Party shall in its territory subject investments made by investors of the other Contracting Party or returns of such investments to treatment less favourable than that which it accords to investments or returns of its own investors or to investments or returns of the investors of any third State (whichever of these treatments is more favourable from the point of view of the investors)

### **Article 4. Exceptions**

(1) The provisions of this Agreement relative to the grant of treatment not less favourable than that accorded to the investors of either Contracting Party or to the investors of any third State shall not be construed so as to oblige one Contracting Party to extend to the investors of the other Contracting Party the benefit of any treatment, preference or privilege resulting from:-

(a) Any existing or future-customs union, regional economic organizations, or similar international agreement to which either of the Contracting Parties is or may become a party, or

(b) Any international agreement or arrangement relating wholly or mainly to taxation or any domestic legislation relating wholly or mainly to taxation.

(2) The provisions of Article 7, Paragraph 1 of this Agreement shall be without prejudice to the right of each Contracting Party to take protective measures in respect of movements of financial funds provided such measures are taken in accordance with multilateral agreements to which either of the Contracting Parties is or may become a party.

### **Article 5. Expropriation and Compensation**

Investments of investors of either Contracting Party shall not be expropriated, nationalized or subjected to measures having effect equivalent to expropriation or nationalization (hereinafter referred to as "expropriation" in the territory of the other Contracting Party except for a public purpose related to the internal needs of the expropriating Contracting Party, on a basis of non-discrimination and against prompt, adequate and effective compensation. Such compensation shall amount to the real value of the investment expropriated immediately before the expropriation or before the impending expropriation became public knowledge, whichever is the earlier.

### **Article 6. Compensation for Losses**

Investors of one Contracting Party whose investments in the territory of the other Contracting Party suffer losses owing to war or other armed conflict, revolution, a state of national emergency, revolt, insurrection, riot in the territory of the latter Contracting Party, shall be accorded by the latter Contracting Party treatment, as regards restitution, indemnification compensation or other settlement, no less favourable than that which the latter Contracting Party accords to its own investors or to investors of any third state (whichever of these treatments is the more favourable from the point of view of the investor). Payments resulting from any provision in this Article shall be freely transferable, made without delay.

### **Article 7. Transfer**

(1) Each Contracting Party in whose territory investments have been made by investors of the other Contracting Party shall grant those investors the unrestricted transfer of the payments relating to these investments, particularly of:-

(a) Returns of investments,

- (b) Amounts relating to loans incurred, or other contractual obligations undertaken, for the investment,
  - (c) Additional contributions of assets necessary for the maintenance or development of the investment,
  - (d) The proceeds of the sale or of the partial or total liquidation of the investment,
  - (e) The earnings of the expatriates who are allowed to work in an investment made in the territory of the other Contracting Party.
- (2) Transfers of currency pursuant to Article 5,6 and section (1) of this Article shall be made in the currency in which the investment has been made or in any other convertible currency if so agreed by the investor, at the rate of exchange in force at the due date.

## **Article 8. Subrogation**

If one Contracting Party or its designated agency makes payment to its own investors under a guarantee it has accorded in respect of an investment in the territory of the other Contracting Party the latter shall recognize:-

- (a) The assignment, whether under the law or pursuant to a legal transaction in that state of any right or claim by the investor to the former Contracting Party or to its designated agency as well as,
- (b) That the former Contracting Party or its designated agency is entitled by virtue of subrogation to exercise the rights and enforce the claims of that investor and shall assume the obligations related to the investment.

## **Article 9. Disputes between One Contracting Party and an Investor of the other Contracting Party**

(1) Both Contracting Parties shall be notified at the same time of any dispute between one of the Contracting Parties and an investor of the other Contracting Party in writing by the investor concerned including detailed information regarding to the dispute. Any dispute between one Contracting Party and an investor of the other Contracting Party shall be settled peacefully by consultation and negotiation through diplomatic channels.

(2) If these disputes cannot be settled in this way within six months from the date of the written notification mentioned in paragraph 1, the conflict shall be submitted, at the choice of the investors to:

- The competent tribunal of the Arab Republic of Egypt for investments made in the territory of the Arab Republic of Egypt or the competent tribunal of the Republic of Belarus for investments made in the territory of the Republic of Belarus.
- The ad hoc court of arbitration established under the Arbitration Rules of Procedure of the United Nations Commission on International Trade Law (UNCITRAL),
- The International Center for Settlement of Investment Disputes (ICSID) set up by the "Convention on Settlement of Investment. Disputes between States and Nationals of other States" in case both Contracting Parties have become signatories of this convention;
- The Cairo regional Center for International Commercial Arbitration.

(3) The arbitration award shall be based on:

- The provisions of this Agreement;
- The national law of the Contracting Party in whose territory the investment was made, including the rules relative to conflicts of law;
- The rules and the universally accepted principles of international law.

(4) The arbitration decisions shall be final and binding for the parties in conflict. Each Contracting Party undertakes to execute the decisions in accordance with its national law.

## **Article 10. Settlement of Disputes between the Contracting Parties**

(1) The Contracting Parties shall in the spirit of cooperation seek for a quick and just settlement of any disputes between them concerning the interpretation or application of this Agreement.

(2) If a dispute between the Contracting Parties cannot thus be settled within six months, it shall upon the agreement of the Contracting Parties be submitted to Arbitration Court ad hoc.

(3) The Arbitration Court shall be constituted in the following way: within two months after the receipt of the request for arbitration each Contracting Party shall appoint one member of the Arbitration Court. The appointed two members shall then select a national of a third state who, on the approval of the two Contracting Parties, shall be appointed Chairman of the Arbitration Court (hereinafter referred to as the "chairman"). The Chairman shall be appointed within two months from the date of appointment of the other two members of the Arbitration Court.

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

(5) The Arbitration Court shall reach its decision by a majority of votes. Such decision shall be binding on both Contracting Parties. Arbitration Court shall determine its own procedures.

## **Article 11. Amendments**

At the time on entry into force of this Agreement or at any time thereafter the provisions of this Agreement may be amended in such manner as may be agreed between the Contracting Parties. Such amendments shall enter into force when the Contracting Parties have notified each other through diplomatic channels that the legal requirements for the entry into force have been fulfilled.

## **Article 12. Consultations**

Either Contracting Party may propose the other Contracting Party to consult on any matter affecting the application of the present Agreement. These consultations shall be held on the proposal of one of the Contracting Parties at a place and at a time agreed upon through diplomatic channels.

## **Article 13. Applicability of this Agreement**

(1) The provisions of this Agreement shall apply to investments made by investors of one Contracting Party in the territory of the other Contracting Party after entry into force of this Agreement.

(2) Since the date of the entry into force of this Agreement its provisions shall apply to investments of investors of one Contracting Party made in accordance with the laws and regulations in force of the other Contracting Party before the entry into force of this Agreement.

## **Article 14. Entry Into Force**

Each Contracting Parties shall notify the other in writing of the completion of the procedures required in its territory for the entry into force of this Agreement. This Agreement shall enter into force thirty days after the date of the latter of the two notification.

## **Article 15. Duration and Termination**

(1) This Agreement shall remain in force for a period of ten years and shall continue in force thereafter unless, after the expiry of the initial period of ten years, either Contracting Party notifies in writing the other Contracting Party of its intention to terminate this Agreement. The notice of termination shall become effective one year after it has been received by the other Contracting Party.

(2) In respect of investments made prior to the date when the notice of termination of this Agreement becomes effective the provisions of Article (1) to (10) shall remain in force for a further period of ten years from that date.

Done at Cairo on 20th, March, 1997, in two originals in the Arabic, Belarusian and English languages, all texts are equally

authentic.

In case of divergence of interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

FOR THE GOVERNMENT OF THE REPUBLIC OF BELARUS