AGREEMENT

Between the Government of the Republic of Tunisia and the Government of the Republic of Guinea on the reciprocal promotion and protection of investments,

The Government of the Republic of Tunisia

Firstly.

AND

The Government of the Republic of Guinea

On the other hand,

Desiring to strengthen their economic and social

To intensify cooperation between the two countries with a view to fostering their development;

Convinced that reciprocal protection of investments under a bilateral agreement is likely to stimulate private economic initiative and increase the prosperity of both countries,

Aware of the need to accord fair and equitable treatment to investments of nationals of one Contracting Party in the territory of the other Contracting Party.

Have agreed as follows:

Article 1. Definitions

Within the meaning of this Agreement

(A) "Contracting Parties" means the Government of the Republic of Tunisia and the Government of the Republic of Guinea.

(B) "Investments" means assets of any kind constituted or recognized in the host country in accordance with its laws and regulations, including but not limited to the following:

(i) movable and immovable property and any other right of ownership, and any security interest therein, such as mortgages, liens and pledges;

(ii) The securities, shares, units and corporate bonds

(iii) Claims and any services for consideration

Arising from a contract;

(iv) Copyright, intellectual property rights,

And technical processes,

(v) Tangible and intangible assets of goodwill;

(vi) Trade concessions conferred by law or

By contract, including concessions for research, extraction or exploitation of natural resources

Conferring on them a legal position of some duration.

(C) "Income" means income resulting from an investment and, in particular, any profits, profits, interests, dividends or royalties, without limiting the foregoing.

(D) "Nationals" means:

(i) in the case of the Tunisian Republic, natural persons of Tunisian nationality and any legal person constituted in accordance with its laws and regulations in force and in which

The Tunisian interests are substantial.

(ii) in respect of the Republic of Guinea, natural persons of Guinean nationality and any legal person constituted in accordance with its laws and regulations in force and in which the Guinean interests are substantial.

(E) "Territory" means:.

(i) in the case of the Republic of Tunisia, the territory of the Republic of Tunisia.

(ii) in the case of the Republic of Guinea, the territory of the Republic of Guinea

Article 2. Promotion and Protection of Investments

(1) Each Contracting Party shall encourage the nationals of the other Contracting Party to invest capital in its territory, in particular by creating favorable conditions for the realization of investments, the entry of such capital, in accordance with its legislation.

(2) Investments by one of the Contracting Parties under the conditions laid down in the national legislation of the host country shall be accorded fair and equitable treatment.

Article 3. National Treatment and Most-favored-nation Clause

(1) Neither Contracting Party shall impose in its territory any investment or income of nationals of the other Contracting Party on treatment less favorable than that accorded to investments or income of its own nationals or to investments or income of the other Contracting Party. Nationals of any third State. '

(2) No Contracting Party shall subject, in its territory, to the nationals of the other Contracting Party, with respect to the management, use, enjoyment or disposal of their investments, less treatment Favorable treatment than that which it accords to its own nationals or to the nationals of any third State.

Article 4. Compensation

For nationals of one Contracting Party whose investments in the territory of the other Contracting Party suffer damage as a result of war. Or other armed conflicts, revolution, state of national emergency,

Revolt, insurrection, riot or similar effect occurring in the territory of that other Contracting Party, the treatment accorded by that Contracting Party in respect of restitution, compensation, compensation or any other form of settlement shall not be Less favorable than that which it accords to its own nationals or to nationals of any third State

Article 5. Expropriation

(1) Investments of nationals of either Contracting Party in the territory of the other Contracting Party shall not be nationalized, expropriated or subjected to any other measure having a similar effect unless the following conditions are met.

(A) the measures are taken in the public interest and in the manner required by law;

(B) the measures are not discriminatory and

(C) the measures shall be accompanied by prompt, adequate and effective payment of an allowance that will be freely transferable between the territories of the Contacting Parties.

(2) The provisions of paragraph 1 of this shall also apply to income derived from an investment

Article 6. Repatriation of Investments and Revenues

(1) Subject to its laws and regulations, each of the Contracting Parties shall permit the transfer in any convertible currency without delay:

(A) net profits, dividends, royalties, technical assistance and service fees, interest and all other current income on investments of nationals of the other Contracting Party

(B) the proceeds of the total or partial liquidation of an investment made by nationals of the other Contracting Party.

(C) repayments of loans contracted by nationals of one Contracting Party to nationals of the other Contracting Party

(D) remuneration of nationals of the other Contracting Party who are authorized to work in its territory in connection with an investment.

(2) Each Contracting Party undertakes to grant transfers referred to in paragraph (1) of this Article treatment no less favorable than that accorded to transfers arising out of investments made by nationals of any third State.

Article 7. Derogation

Notwithstanding the provisions of Article 3, A Contracting Party which has entered into a treaty relating to the formation of a customs union or a free trade area or any other treaty establishing economic and / or monetary cooperation with one or more other States shall be free to grant Treatment more favorable to the investments of the State or States which are also Parties to that Treaty or to nationals of some of those States. A Contracting Party shall also be free to grant more favorable treatment to investments made by nationals of other States if such treatment is provided for in bilateral agreements concluded with such States.

Article 8. Settlement of Disputes between a Contracting Party and a National of the other Contracting Party

1 In the event that a dispute relating to the dispute arises between a Contracting Party and a national of the other Contracting Party in the territory of that Party, the Parties to the dispute shall initially settle the dispute by consultation or negotiation

2 If within three months from the date of submission of the request for consultation or negotiation, the dispute has not been settled in accordance with the provisions of the preceding paragraph, each Contracting Party agrees to submit Dispute at the International Center for the Settlement of Investment Disputes in accordance with the Convention for the Settlement of Disputes Relating to Investments between States and Nationals of other States, opened for signature at Washington on 18 March 1965.

Article 9. Disputes between the Contracting Parties

1 Disputes between the Contracting Parties concerning the interpretation or application of this Agreement shall, as far as possible, be settled through the diplomatic channel.

2 Where a dispute between the Contracting Parties can be settled by this means, it shall be submitted to an arbitral tribunal at the request of one of the Contracting Parties.

3 The arbitral tribunal shall be constituted, in each individual case, as follows

- Within two months of receipt of a request for arbitration, each Contracting Party shall appoint a member of the tribunal

- These two members shall then choose a national of a third State who, with the agreement of the two Contracting Parties, shall be appointed President of the tribunal.

- The President shall be appointed within two months of the date of appointment of the two members.

(4) If, within the time limits specified in paragraph (3) 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 the necessary appointments. If the President is a national of one of the Contracting Parties or if he is prevented from performing the said functions for any reason, the Vice-President shall be invited to make the necessary appointments. If the Vice-President is a national of one of the Contracting Parties or if he is also prevented from performing the said functions,

the member of the International Court of Justice immediately following the hierarchical order who is not a national of One of the Contracting Parties is invited to make the necessary appointments.

5 The arbitral tribunal shall decide by a majority of votes. The decision shall be binding on both Contracting Parties. Each Contracting Party shall bear the costs of its own member of the tribunal and its representation during the arbitral proceedings, the expenses of the Chairman and the other costs shall be borne equally by the Contracting Parties.

it is, however, permissible for the court to order in its decision that a greater proportion of the costs be borne by one of the two Contracting Parties and that such award shall be binding on both Contracting Parties. The court settled its own procedure.

Article 10. Subrogation

If a Contracting Party makes payments to its own nationals under a guarantee for an investment in the territory of the other Contracting Party without prejudice to the rights of the first Contracting Party arising out of Article 9 shall recognize the transfer by law or contract of all rights and claims of such nationals to the former Contracting Party and the subrogation in its favor of all such rights and claims (rights Transmitted) which the first Contracting Party shall be entitled to exercise to the same extent as its predecessor. As regards the transfer of payments to the Contracting Party in question by virtue of the transmission of the rights, the provisions of Articles 3 and 4 shall apply mutatis mutandis.

Article 11. Entry Into Force

This Agreement shall enter into force on the date of the exchange of the instruments of ratification.

Article 12. Duration, Amendment and Denunciation

1. This Agreement shall remain in force for a period of ten years and shall remain in force unless denounced in accordance with the provisions of paragraph 3 of this Article.

2. Each Contracting Party may submit to the other Contracting Party written proposals through the diplomatic channel for the amendment of this Agreement. Any amendment agreed upon by the two Parties shall be the subject of an amendment which shall enter into force in accordance with the provisions of article 11 above. This Agreement shall form an integral part of this Agreement.

3. Either Contracting Party may, by giving one year's written notice to the other Contracting Party, terminate this Agreement at the end of the initial ten years.

4. In respect of investments made or acquired before the date of termination of this Agreement and to which this Agreement otherwise applies, the provisions of all other Articles of this Agreement shall continue to apply for a further period of Ten years after the date of denunciation.

In witness whereof, the respective Plenipotentiaries have signed the present Agreement.

Done in duplicate at Tunis on the 28th

November 16, in the Arabic and French languages, both texts being equally authentic.

For the Government of the Republic of Tunisia

For the Government of the Republic of Guinea