

# **AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED ARAB EMIRATES AND THE GOVERNMENT OF THE HELLENIC REPUBLIC ON THE PROMOTION AND RECIPROCAL PROTECTION OF INVESTMENTS**

The Government of the United Arab Emirates and the Government of the Hellenic Republic Hereinafter referred to as the "Contracting Parties".

DESIRING to intensify their economic cooperation to the mutual benefit of both States on a long term basis,

HAVING as their objective to create favourable conditions for investments by investors of either Contracting Party in the territory of the other Contracting Party,

RECOGNIZING that the reciprocal, promotion and protection of investments, on the basis of this Agreement, will stimulate private sector initiative which will lead to the economic development and prosperity of both countries

RECOGNIZING that these objectives should be achieved in a manner consistent with the protection of public health, safety, the environment and sustainable development as well as with the promotion of internationally recognized labour rights as provided for and applied by the national laws and regulations of each Contracting Party.

HAVE AGREED AS FOLLOWS:

## **Article I. Definitions**

For the purposes of this Agreement:

1. "Investment" means every 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, includes:

- a) movable and immovable property and any rights in rem such as servitudes, usufructus, mortgages, liens or pledges.
- b) shares in and stock and debentures of a company and any other form of participation in a company:
- c) claims to money or to any performance under contract having an economic value, as well as loans connected to an investment:
- d) intellectual property rights;
- e) rights granted under public law or under contract and permit pursuant to law, excluding natural resources for the part of the United Arab Emirates.

The rights concerning natural resources are excluded, unless individual Member Emirate allows by decree that this Agreement is applicable to rights concerning natural resources granted through an agreement between an investor of the Hellenic Republic and the respective Emirate.

A possible change in the form in which the investments have been made does not affect their character as investments, provided this change is in conformity with the laws and regulation of the host Contracting Party.

2. "Returns" means the amounts yielded by an investment and in particular, though not exclusively, includes profit, interest, capital gains, dividends, royalties and fees.

3. "Investor" means with regard to either Contracting Party:

- a) natural persons having the nationality of that Contracting Party in accordance with its law;

b) legal persons or other entities, including companies, corporations, business associations and partnerships, which are constituted or otherwise duly organised under the laws of that Contracting Party and have their effective economic activities in the territory of that same Contracting Party;

c) the Government of that Contracting Party through government owned or controlled enterprises, agencies or institutions.

4. The term "territory" means:

In the case of the United Arab Emirates:

The territory of the United Arab Emirates which is under its sovereignty as well as the territorial sea, airspace and submarine areas over which the United Arab Emirates exercises, in conformity with international law and the law of the United Arab Emirates sovereign rights in respect of any activity carried on in connection with the exploration from or the exploitation of natural resources;

In the Case of the Hellenic Republic:

The territory of the Hellenic Republic including its territorial sea and national airspace, as well as the maritime areas, over which the Hellenic Republic exercises or shall exercise sovereignty, sovereign rights or jurisdiction in accordance with international law.

## **Article 2. Scope of Application**

This Agreement shall apply to investments in the territory of one Contracting Party, made in accordance with its laws and regulations, by investors of the other Contracting Party, prior to as well as after its entry into force, but shall not apply to any dispute, concerning an investment, which arose, or to any claim, concerning an investment which was settled before its entry into force.

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

1. Each Contracting Party promotes in its territory investments by investors of the other Contracting Party and admits such investments in accordance with its laws and regulat

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2. Investments and returns of investors of a 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.

Each Contracting Party shall ensure that the management, maintenance, use, enjoyment or disposal, in its territory, of investments by investors of the other Contracting Party, is not in any way impaired by unjustifiable or discriminatory measures provided that the activity of the investor complies with the laws and regulations of that Contracting Party.

## **Article 4. Treatment of Investments**

1. Each Contracting Party shall accord to investments, including returns, made in its territory by investors of the other Contracting Party, treatment not less favourable than that which it accords to investments of its own investors or to investments of investors of any third State, whichever is more favourable.

2. Each Contracting Party shall accord to investors of the other Contracting Party, as regards the management, maintenance, use, enjoyment or disposal of their investments in its territory, treatment not less favourable than that which it accords to its own investors or to investors of any third State, whichever is more favourable.

3. No provision of this Agreement shall be construed

a) as to prevent a Contracting Party from fulfilling its obligations as a member of an economic integration agreement such as a free trade area, customs union, common market, economic community, monetary union, eg. The European Union, Gulf Cooperation Council (GCC Countries), or as to oblige a Contracting Party to extend to the investors of the other Contracting Party and to their investments or retains the present or future benefit of any treatment, preference or privilege by virtue of its membership in such an agreement or any multilateral agreement on investment;

b) as to oblige a Contracting Party to extend to the investors of the other Contracting Party and to their investments or returns the present or future benefit of any treatment, preference or privilege resulting from any international agreement for the avoidance of double taxation or other international agreement or arrangement relating wholly or mainly to taxation.

4. For greater certainty, the treatment referred to in paragraphs 1 and 2 of this Article, does not include investor - to - state dispute settlement procedures provided for in other international investment agreements and shall not apply with regard to Article 12 of this Agreement.

## **Article 5. Expropriation**

1. Investments and returns of investors of either Contracting Party in the territory of the other Contracting Party, shall not be expropriated, nationalized or subjected to any other measure the effects of which would be tantamount to expropriation or nationalization (hereinafter referred to as "expropriation"), except in the public interest, under due process of law, on a non discriminatory basis and against payment of prompt, adequate and effective compensation. Such compensation shall amount to the market value of the investment affected immediately before the actual measure was taken or became public knowledge, whichever is the earlier, it shall include interest from the date of expropriation until the date of payment at a normal commercial rate and shall be freely transferable in a freely convertible currency.

2. The provisions of paragraph 1 of this Article shall also apply where a Contracting Party expropriates the assets of a company which is constituted under the laws in force in any part of its own territory and in which investors of the other Contracting Party own shares.

3. In light of the principles set out in paragraph 1 of this Article and, without prejudice to the rights of the investor under Article 10 of this Agreement, the investor affected shall have the right to prompt review, by a judicial or other competent and independent authority of the Contracting Party which made the expropriation, of its case, including the valuation of its investment and the payment of compensation therefore.

4. For the purposes of this Agreement, the term "expropriation" shall also include interventions of regulatory measures by a Contracting Party that have a de facto expropriatory effect, in that their effect results in depriving the investor in fact from his ownership, control or substantial benefits over his investment or which may result in loss or damage to the economic value of the investment, such as the freezing or blocking of the investment, the levying of arbitrary or excessive taxes on the investment, the compulsory sale of all or part of the investment or other comparable measures.

## **Article 6. Compensation For Losses**

1. Investors of one Contracting Party whose investments in the territory of the other Contracting Party suffer losses owing to war or other armed conflict, a state of national emergency, civil disturbance or other similar events in the territory of the other 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 is more favourable.

2. Without prejudice to paragraph 1 of this Article, investors of one Contracting Party who, in any of the situations referred to in that paragraph suffer losses in the territory of the other Contracting Party resulting from:

- a) requisitioning of their investment or part thereof by the latter's forces or authorities, or
- b) destruction of their investment or part thereof by the latter's forces or authorities, which was not required by the necessity of the situation,

Shall be accorded restitution or compensation which in either case shall be prompt, adequate and effective.

## **Article 7. Transfers**

1. Each Contracting Party shall permit, in respect of investments of investors of the other Contracting Party, the unrestricted transfer of all payments relating to an investment.

The transfers shall be effected without delay, in a freely convertible currency, at the market rate of exchange applicable on the date of transfer.

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Rate of exchange applicable on the date of transfer.

2. Such transfers shall include in particular, though not exclusively:

- a) capital and additional amounts to maintain or increase the investment;
- b) returns;

- c) funds in repayment of loans;
- d) proceeds of sale or liquidation of the whole or any part of the investment;
- e) compensation under Articles 5 and 6;
- f) payments arising out of the settlement of a dispute;
- g) earnings of personnel engaged from abroad in connection with an investment.

## **Article 8. Subrogation**

1. If the investments of an investor of one Contracting Party in the territory of the other Contracting Party are insured against non-commercial risks under a legal system of guarantee, any subrogation of the insurer into the rights of the said investor pursuant to the terms of such insurance shall be recognized by the other Contracting Party, without prejudice to the rights of the investor under Article 10 of this Agreement.
2. Disputes between a Contracting Party and an insurer shall be tried to be remedied in accordance with the provisions of Article 10 of this Agreement.
3. Subrogation may take place in either Contracting Party only after the approval of the Contracting Party where the investment has been made, if such approval is required.

## **Article 9. Settlement of Disputes between the Contracting Parties**

1. Any dispute between the Contracting Parties concerning the interpretation or application of this Agreement shall be settled by negotiations, through diplomatic channels.
2. If the dispute cannot thus be settled within six months from the beginning of the negotiations, it shall, upon request of either Contracting Party be submitted to an arbitration tribunal.
3. The arbitration tribunal shall be constituted ad hoc as follows: Each Contracting Party shall appoint one arbitrator and these two arbitrators shall agree upon a national of a third State, with which both Contracting Parties maintain diplomatic relations, as chairman. The arbitrators shall be appointed within three months, the chairman within five months from the date on which either Contracting Party has informed the other Contracting Party that it intends to submit the dispute to an arbitration tribunal.
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 any other agreement, invite the President of the International Court of Justice to make the necessary appointments. If (he President of the Court is a national of either Contracting Party or if he is otherwise prevented from discharging the said function, the Vice-President or if he too is a national of either Contracting Party or is otherwise prevented from discharging the said function, the Member of the Court next in seniority, who is not a national of either Contracting Party, shall be invited to make the necessary appointments.
5. The arbitration tribunal shall decide on the basis of respect of the law, including particularly this Agreement and other relevant agreements between the Contracting Parties, as well as the generally acknowledged rules and principles of international law.
6. The Contracting Parties may, at any stage of the proceedings decide to settle the dispute amicably.
7. Unless the Contracting Parties decide otherwise, the tribunal shall determine its own procedure.

The tribunal shall reach its decision by a majority of votes. Such decision shall be final and binding on the Contracting Parties.

8. Each Contracting Party shall bear the cost of the arbitrator appointed by itself and of its representation. The cost of the chairman as well as the other costs will be borne in equal parts by the Contracting Parties. The tribunal may, however, in its decision direct 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.

## **Article 10. Settlement of Disputes between an Investor and a Contracting Party**

1. Disputes between an investor of a Contracting Party and the other Contracting Party concerning the application of this

Agreement, in relation to an investment of the investor, shall be settled by the disputing parties in an amicable way, upon notice by the investor.

The notice referred to above shall specify:

- a) The name and the address of the disputing investor and, where a claim is made by an investor of a Contracting Party on behalf of a legal person, the name and address of the legal person;
- b) The provisions of this Agreement alleged to have been breached and any other relevant provisions;
- c) The issues and the factual basis for the claim; and
- d) The relief sought and the approximate amount of damages claimed.

2. If such disputes cannot be settled within six months from the date of receipt of the notice referred to in paragraph 1 above, the investor concerned may submit the dispute for resolution:

- a) to the competent courts of the Contracting Party in the territory of which the investment has been made, or
- b) in accordance with any applicable previously agreed dispute settlement procedure, or
- c) to international arbitration.

3. Where the dispute is referred to international arbitration the investor concerned may submit the dispute to:

(i) the International Centre for the Settlement of Investment Disputes, established under the Convention on the Settlement of Investment Disputes between States and Nationals of Other States (ICSID Convention), opened for signature at Washington D.C. on 18 March 1965, for arbitration or conciliation, if both Contracting Parties are parties to the Convention; or

(ii) the International Centre for the Settlement of Investment Disputes, established under the Convention referred to in subparagraph a) (i) above, under the rules Governing the Additional Facility for the Administration of Proceedings by the Secretariat of the Centre, if one of the Contracting Parties, but not both, is a party to the ICSID Convention; or

b) an ad hoc arbitral tribunal to be established under the Arbitration rules of the United Nations Commission on International Trade Law (U.N.C.I.T.R.A.L.), as then in force.

4. The UNCITRAL rules on transparency, as adopted by the United Nations Commission on International Trade Law on 10 July 2013, shall apply to international arbitration proceedings initiated pursuant to this Article.

5. The arbitration award shall be final and binding on both parties to the dispute. Each Contracting Party shall provide in its territory for the enforcement of such award.

## **Article 11. Application of other Rules**

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

2. Each Contracting Party shall observe any contractual obligation it may have entered into with regard to a specific investment of an investor of the other Contracting Party. Any disputes arising with regard to the interpretation or execution of such contract, shall be resolved on the basis of the dispute settlement provisions of such contract.

## **Article 12. Right to Regulate**

Consistent with the provisions of this agreement, each Contracting Party retains the right to adopt, maintain and enforce measures necessary to pursue legitimate policy objectives to protect society, the environment, public health and safety.

## **Article 13. Consultations**

Representatives of the Contracting Parties shall, whenever necessary, hold consultations on any matter affecting the implementation of this Agreement. These consultations shall be held on the proposal of one of the Contracting Parties at a place and at a time to be agreed upon through diplomatic channels.

## **Article 14. Entry Into Force, Duration, Termination**

1. This Agreement shall enter into force thirty days after the date on which the Contracting Parties have exchanged written notifications, through diplomatic channels, informing each other that the procedures required by their respective laws to this end have been completed. It shall remain in force for a period of ten years from that date.

2. Unless notice of termination has been given by either Contracting Party at least one year before the date of expiry of its validity, this Agreement shall thereafter be extended tacitly for successive periods of ten years, each Contracting Party reserving the right to terminate the Agreement upon written notice, through diplomatic channels of at least one year before the date of expiry of its current period of validity.

3. In respect of investments made prior to the date of termination of this Agreement, the foregoing Articles shall continue to be effective for a further period of ten years from that date.

Done in duplicate at Athens on in 6 May 2014 the Arabic, Greek, and English languages, all texts being equally authentic.

In case of divergence the English text shall prevail

FOR THE GOVERNMENT OF THE UNITED ARAB EMIRATES

FOR THE GOVERNMENT OF THE HELLENIC REPUBLIC