

**Decree No. 18 of 97-229 Safar A.H. 1418 corresponding to 23 June 1997 ratifying the Agreement on the Promotion and Reciprocal Protection of Investments's people between the Democratic Republic of Algeria of the state of Qatar, signed in Doha on 11 Jumada ethania 1417 corresponding to 24 October 1996. p.**

**4. The President of the Republic,**

**The report of the Minister of Foreign Affairs**

**Having regard to the Constitution, in particular article 77-9;**

**Bearing in mind the Agreement concerning the encouragement and reciprocal protection of investments between the Algerian Republic and the people of Qatar's democratic State, signed in Doha on 11 Jumada ethania 1417 corresponding to 24 October 1996;**

**Hereby decrees:**

**Article 1.**

**- Has ratified and shall be published in the Official Gazette of the people's Democratic Republic of Algeria and the Agreement on the reciprocal promotion and protection of investments between the Algerian Republic and the people of Qatar's democratic State, signed in Doha on 11 Jumada ethania 1417 corresponding to 24 October 1996.**

**Art.**

**2. - This decision shall be published in the Official Gazette of the Algerian people's democratic republic.**

**Done at Algiers on 18 Safar A.H. 1418 corresponding to 23 June 1997.**

**No liami Zeroual.**

**Agreement on the promotion and protection of investments between**

# each other with the Government of the Democratic People's and Algerian Republic and the Government of the state of Qatar

The Government of the Democratic Republic's Algerian people and the Government of the state of Qatar, hereinafter referred to as the contracting parties.

Desiring to enhance economic cooperation and created favourable conditions for the development of the activity of investissements between the two countries.

Convinced that the promotion and protection of such investments will contribute to fostering the transfer of capital and technology between the two countries in the interest of their economic development.

Have agreed as follows:

## Article 1. Definitions

For the purposes of applying the provisions of this Agreement, the following terms shall have the meanings indicated for each of them:

1-le "" means investment assets, such as property rights of all kinds and any asset any and all direct or indirect contributions in cash or in kind or in services, invested or reinvested in any sector of the economy of any kind and more particulièrement but not limited to:

- a) Movable and immovable property, rights in rem, pledge, such as hypothèques analogues and usufruct rights,
- b) The actions, shares and titles of companies and any other form of participation in the same direct or indirect minority in companies formed in the territory of one of the Contracting Parties,
- c) The obligations and rights, claims to any performance having economic value.
- d) Copyrights and industrial property rights (such as patents, licences, trademarks, industrial designs or models, technical processes, trade names and reputation.
- e) The trade concessions granted under law or contract, including those relating to prospecting, cultural Mining exploitation of natural resources.

The investment cited above must be admitted in accordance with the law of the Contracting Party in whose territory the investissements made.

Any alteration of the form of investment or reinvested shall not affect their classification as investment within the meaning of the present agreement, provided that such change is not contrary to the legislation of the Contracting Party in whose territoire which the investment is made.

2 - The term "National" shall mean any natural person having the nationality of one of the Contracting Parties.

3 - The term "company" shall mean any legal person established in the territory of one of the Contracting Parties in accordance with its law and having its registered office or central directly or indirectly control of nationals of either Contracting Party or by legal persons having their principal seat in the territory of one of the Contracting Parties and in accordance with its law.

4 - The term "National" encompasses the investor, the company and either of the Contracting Parties.

5 - The term "proceeds" means all amounts as

Profits, dividends, interests, income from royalties or compensation, over a period of time, of an investment or a reinvestment of proceeds from investment.

Returns shall enjoy the same protection as the investment.

6 - The term "" territory means:

For the Republic of Algeria:

The Territory of the people's Democratic Republic of Algeria, as well as its maritime area which désigns the continental shelf and the exclusive economic zone, which extend beyond its territorial waters and over which it exercises sovereign rights and jurisdiction in accordance with international law in force in this area.

For the state of Qatar:

The Territory of the state of Qatar as well as its maritime area which means the territorial waters of the continental shelf extending beyond the limits of its maritime waters and over which it exercises sovereign rights and jurisdiction in accordance with international law in force in this area.

## **Article 2. Investment Promotion**

Each Contracting Party shall encourage, in accordance with its laws and the provisions of this Agreement, the investments made by investors of one Contracting Party in the territory of the other contracting party.

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

Each Contracting Party undertakes to provide in its territory, fair and equitable treatment to investments of investors of the other contracting party, excluding any unjustified or discriminatory measure which could adversely affect in law or in fact of the investment management, maintenance, use, enjoyment or disposal.

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

1 - each Contracting Party shall accord in its territory to investments of investors of the other Contracting Party A treatment no less favourable than that accorded to its own investors to investors or of any third State.

2 - Each Contracting Party shall accord in its territory,

Investors of the other contracting party, particularly with regard to the management of the Investment, treatment no less favourable than that accorded to its own investors of a third State.

3 - this treatment does not extend to the privileges granted by either contracting party to the investors of a third State by virtue of its membership of a customs union, economic or a common market or a free trade area, or its participation in any of these types of organization.

4 - the treatment granted by this article does not extend to the privileges granted by a Party contratante to investors of a third State by virtue of a double taxation agreement or other agreements in the area of taxation.

## **Article 5. Expropriation or Nationalization**

1 - investments of investors of one Contracting Party effected within the territory of the other contracting party as well as the income from such investments shall enjoy full protection and security.

2 - both contracting parties do not take measures of expropriation or nationalization or any other measures, the effect of which is to dispossess manière, directly or indirectly, an investor of the other party of contingent-owned investisements on their territories, except for a public purpose and provided that such measures are taken in accordance with legal procedures and nondiscriminatory.

The dispossession measures that might be taken, shall be subject to the payment of adequate and effective compensation, which shall be calculated on the basis of the economic value of the affected investments, measured according to the economic conditions prevailing on the market on the day before the date on which the measures were taken or announced.

The amount and terms of payment of such compensation shall be no later than the date the dépossession. the compensation shall be paid without delay and freely transferable. it produces until the date of payment, shall include interest rate at the official interest of the Contracting Party where the investment.

3 - the investors of one Contracting Party whose investments have suffered losses owing to war or any other armed conflict, revolution, state of emergency or national revolt occurring in the territory of the other Contracting Party, shall be accorded

by the latter treatment no less favourable than that accorded to its investors or to those of the most favoured nation.

## **Article 6. Transfers**

Each Contracting Party in whose territory the investments have been made by investors of the other contracting party, allow such investors after the payment of all

The obligations freely transfer tax, as follows:

A - Investment income referred to in article 1, point (5) of this Agreement or similar income

B - income from moral rights referred to in paragraphs (d), (e) of paragraph (1) of article 1;

C - repayments of loans contracted régulièrement in rules,

D - proceeds from the sale or the total or partial liquidation of the investment, including the invested capital gains

E - the benefits derived from the expropriation or loss of property referred to in article 5, paragraph (2) and (3).

The nationals of either Contracting Party or workers, other than those nationals employed by them, who are authorised to work in the territory of the other Contracting Party under approved investment shall also be authorised to transfer their country of origin in a proportion to appropriate remuneration.

The transfers referred to in the preceding paragraphs shall be effected without delay in the official responsible rate in effect on the date of transfer.

## **Article 7. Investment Disputes Regulations**

1 - any legal dispute arising directly from an investment between one of the Contracting Parties and an investor of the other Contracting Party shall be settled amicably between the parties concerned.

2 - if the dispute has not been settled within six (6) months from the date on which it was soulevé in writing by one of the Parties to the dispute, it shall be submitted upon request of any party to arbitration by the International Centre for the Settlement of Investment Disputes, established by the Convention on the Settlement of Investment Disputes between States and Nationals of Other States done at Washington on 18 March 1965.

3 - if the Convention referred to in the previous paragraph may not be applied, the dispute shall be settled through an ad-hoc arbitration to be established in this regard.

The ad hoc arbitral body shall be constituted as follows:

a) Each Party to the dispute shall appoint one arbitrator and the two arbitrators shall designate by common agreement the troisième ressortissant arbitrator of a third State who shall, with the consent of both parties, President of the arbitrators.

All arbitrators shall be appointed within two (2) from the date on which either party to notify the other party of its intention to submit the dispute to arbitration.

b) If the appointments have not been made within the periods referred to in paragraph (a), each Party to the dispute has the right in the absence of any other agreement, invite the President of the International Chamber of Commerce in Paris to make the necessary appointments

c) The Board shall reach its decision by a majority of votes and they shall be final and binding for both parties. these decisions shall be taken in accordance with the provisions of this Agreement and the laws of the Contracting Party which is a party to the dispute and the principles of international law.

The Board shall lay down the regulations of its proceedings in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law "unistrals".

The body interprete its decision at the request of one of the Parties. the fruits arbitrage of including the remuneration of the arbitrators shall be divided equally between the two parties, unless the court decides otherwise, given the circumstances particulières. place of arbitration shall be the seat of the Permanent Court of Arbitration at The Hague (The Netherlands), unless the parties agree otherwise.

4 - investors of one of the Contracting Parties may submit to the domestic judicial authorities of the other contracting party where investment, legal disputes which arise between them and the other contracting party in connection with the

investment in the territory of the latter.

If one of the Contracting Parties investor elects to submit the dispute to local courts of the other Contracting Party, it shall refrain from the submission to another forum.

## **Article 8. Subrogation**

If one of the contracting parties or one of its public entities, pays compensation to one of its investors in the territory of the other contracting party by virtue of a guarantee granted to an investment, the other Contracting Party shall recognize the transfer of the Rights of the investor has received compensation for the benefit of that Contracting Party or its public body as the guarantor.

The guarantor is entitled to the same extent as the investor and within the limits of his rights to subrogate transferred the investor in the exercise of the rights and claims relating thereto.

The right to subrogation extends the right to transfer referred to in article sixième of this Agreement, as well as the right of appeal to the means for the Settlement of Investment Disputes under this Agreement.

As far as the transferred rights, the other Contracting Party may submit to the responsible party, the obligations under a legal or contractual relationship with the investor has received compensation.

## **Article 9. Specific Obligations**

Investments covered by a special agreement between one of the Contracting Parties and an investor of the other Contracting Party, shall be governed by the provisions of the agreement expressed as it provides more favourable than those contained in this Agreement.

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

1 - disputes relating to the application or interpretation of this Agreement shall be settled as far as possible by the extent practicable within resolved through diplomatic channels.

2 - if the dispute cannot be settled through such channels within a period of six (6) months from the date of the incident, it shall be submitted at the request of either Contracting Party, to an arbitration body.

3 - the arbitration panel shall be constituted for each individual case in the following way:

Each Contracting Party shall designate within two (2) months from the date of receipt of the request for arbitration, a member of the Board, and these two (2) members troisième Member shall select a national of a third State who shall be appointed Chairman of the Board after agreement between the two contracting parties. the Chairperson of the organ shall be appointed within two (2) months from the date of appointment of the two members,

4 - if the necessary appointments have not been made within the periods specified in paragraph (3) of this article, and in the absence of any other agreement, either Contracting Party may invite the President of the International Court of Justice to make the necessary appointments. if the President is a national of either Contracting Party or is prevented from carrying out the tasks set out above for any other reason, the Vice-President of the International Court of Justice 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 carrying out the tasks set out above, the member of the International Court of Justice next in seniority immédiatement and who is a national of one of the two Contracting Parties shall be invited to make the necessary appointments.

The arbitration panel shall take its decisions by a majority of votes, the decision of the organ shall be binding on both parties contractantes. such decisions shall be taken in accordance with the provisions of this Agreement and the principles of international law relating thereto.

Each Contracting Party shall bear the cost of its appointed member of the arbitration panel and of its representation in the arbitration proceedings. the costs related to the Chair and the

Other costs shall be divided equally between the two parties. however, the Board may decide to be borne by one of the Parties a higher proportion of costs and this decision shall be binding on both parties.

## **Article 11. Entry Into Force of the Agreement**

This Agreement shall enter into force from the date of the exchange of instruments of ratification by diplomatic channels.

The provisions of this Agreement shall also apply to investments made by investors of one Contracting Party in the territory of the other contracting party prior to the entry into force of the Agreement. notwithstanding the provisions of this Agreement shall not apply to investment disputes arising.

## **Article 12. Duration and Termination**

This Agreement shall be valid for a period of ten (10) years and shall continue in force thereafter until the expiration of a period of twelve (12) months from the date of submission of the notified denunciation by one of the Contracting Parties in writing to the other contracting party.

The provisions of this Agreement shall remain in force for a further period of ten (10) years from the date of its termination in respect of investments made in its validity; while taking into account the application of the rules of international law after the expiry of this period.

This agreement is drawn up and signed in the city of Doha dated 11 jourmade ethania 1417 H, corresponding to 24 October 1996 in two originals in the Arabic languages, both texts being equally authentic.

The Government of the Republic of Algeria

Democratic PEOPLE's

The Government of the state of Qatar

Minister Ahmed Attaf

For Foreign Affairs

Djasseem bin Hamad bin Jabr Al-Thani have

Minister for Foreign