Agreement between the Principality of Andorra and the United Arab Emirates on the promotion and reciprocal protection of investments

The Principality of Andorra and the United Arab Emirates (hereinafter the "Contracting Parties");

With the desire to intensify economic cooperation between the two countries, with regard to investments made by investors of one contracting party in the territory of the other contracting party;

Recognizing that the reciprocal promotion and protection of investments through an agreement can serve as a stimulus to capital flows and the economic development of the contracting parties;

Agreeing that a stable framework for investment will maximize the effectiveness of economic resources and improve living standards;

Understanding that the promotion of this investment requires efforts of cooperation of the investors of one and the other contracting party;

They have agreed as follows:

Article 1. Definitions

For the purposes of this agreement:

1. An investor shall mean, in respect of any of the Contracting Parties:

a. A natural person who is a national of one of the Contracting Parties, in accordance with its laws and regulations, and who makes an investment in the territory of the other Contracting Party;

b. A legal person constituted in accordance with the [laws and regulations of a Contracting Party and which is the owner, possessor or shareholder of an investment in the territory of the other Contracting Party;

c. The Government of a Contracting Party.

2. Investment means all types of assets invested by investors of a Contracting Party in the territory of the other Contracting Party, in accordance with the laws and regulations of the Contracting Party in whose territory the investment is made, including in particular:

a. The ownership of movable and immovable property, as well as other rights, such as mortgages, pledges, usufructs and similar rights;

b. Values, actions and other forms of participation in a society;

c.Invested earnings, obligations, pecuniary claims or any other right to claims that have an economic value and is associated with an investment;

d. Intellectual property rights, as defined in multilateral agreements formalized under the auspices of the World Intellectual Property Organization, provided that both Contracting Parties are party to it, including copyrights and related rights, industrial property, trademarks, patents, industrial designs and technical processes, rights to plant varieties, know-how, trade secrets, trade names and goodwill;

e. The rights to carry out economic and commercial activities, granted by law, by administrative act or by virtue of a contract. This agreement does not apply to natural fabrics.

f. Investment does not mean:

(a) pecuniary claims arising from a commercial contract for the sale of goods or the provision of services by a national or a

company of one Contracting Party in the territory of the other Contracting Party; or

b) the extension of a credit linked to a commercial transaction by a national or a company of one Contracting Party in the territory of the other Contracting Party, as commercial financing.

Changes made to the manner in which such assets are invested or reinvested do not affect their investor status, provided that such change is not contrary to the approvals granted, where applicable, to the assets initially invested.

3. Income is defined as the income derived from an investment and includes, in particular, but not exclusively, profits, dividends, capital gains, interest, royalties and other fees.

4. The currency of Iliure conversié means any currency that is widely used in international transactions and that trades in the main foreign exchange markets.

5. By territory is meant, with respect to :

a. Andorra, the territory of the Principality of Andorra,

b. The United Arab Emirates: the territory of the United Arab Emirates, its maritime territory, airspace and submarine areas, over which the United Arab Emirates exercises sovereign rights, in accordance with international law and its own legislation, including In the Exclusive Economic Zone, the continent and the islands under its jurisdiction with respect to any activity carried out in its waters, submarine and subsoil, in conjunction with the Exploration for / or Exploitation of Natural Resources by virtue of its legislation and international law.

Article 2. Promotion and Encouragement of Investment

1. Each Contracting Party shall promote and create favourable conditions for investors of the other Contracting Party to make investments in its territory, promote economic cooperation through the protection in its territory of such investments and shall admit such investments. investments in accordance with its laws and regulations.

2. In order to encourage mutual investment flows, each Contracting Party shall endeavour, as far as possible, to inform the other Contracting Party, at the request of either Contracting Party, of investment opportunities in its territory.

Article 3. Protection of the Investment

1. The investments and income of investors of a Contracting Party in the territory of another Contracting Party shall at all times, in accordance with its laws and regulations, be treated fairly and equitably, and shall enjoy full protection and safety in accordance with its laws and regulations; such protection and security shall not exceed that which the State grants to its nationals, residents or other aliens and the measures which the Contracting Party shall apply to protect its security and public order.

2. Neither Contracting Party shall in any way impede, by arbitrary or discriminatory measures, the development, management, use, expansion, sale or, where appropriate, liquidation of such investments.

3. In accordance with its laws and regulations, each Contracting Party shall, to the extent possible, facilitate public access to the investment laws and regulations.

4. Each Contracting Party, in accordance with its laws and regulations, shall guarantee to investors of the other Contracting Party the right of access to its judicial and administrative courts, administrative agencies and all other judicial authorities.

5. In the event of the liquidation of an investment, the profits deriving from the liquidation must obtain the same protection and treatment mentioned in the previous sections of this article.

Article 4. National Treatment and Most-favoured Nation Treatment

1. Each Contracting Party shall, in accordance with its laws and regulations, grant in its territory to the investments and income of the investors of the other Contracting Party treatment no less favourable than that accorded to the investments and business of its own investors or investors from any third country, whichever is more favourable to the investors concerned.

2. Each Contracting Party shall grant in its territory to the investors of the other Contracting Party, in connection with the acquisition, development, management, maintenance, use, extension, sale or other disposition of their investments, treatment no less favourable than that accorded to their own investors or to investors of any third country, whichever is

more favourable to the investors concerned.

3. No Contracting Party shall impose in its territory compulsory investment measures on investors of the other Contracting Party relating to the purchase of materials, means of production, operation, transport, marketing of its products or similar orders which have little or no discriminatory effects. This section does not apply to measures adopted in accordance with the Laws and regulations in the course of government procurement of goods and services in any Area of Government of the Contracting Party.

4. Even if the Contracting Parties have formalized any other bilateral investment agreement with other States before or after the entry into force of this Agreement, the most-favoured-nation treatment shall not apply to procedural or judicial matters.

5. The provisions of paragraphs 1 and 2 of this Article shall not be construed to oblige a Contracting Party to extend to investors of the other Contracting Party the benefit of any treatment, preference or privilege which results. of the first contracting party by virtue of:

a. Its membership or association, existing or future, with any customs, economic or monetary union, any free trade area or other similar international agreements, in which either Contracting Party is or may become a party in the future;

b. Any international agreement or arrangement, in whole or in part, relating to tax matters.

Article 5. Compensation for Damages and Losses

1. When investments made by investors of any of the Contracting Parties in the territory of the other Contracting Party suffer loss or damage, as a result of war or other conflicts, civil unrest, state of national emergency, evolution, revolt or similar events in the territory of the other Contracting Party shall receive from [the other Contracting Party, in respect of restitution, compensation or other compensation, treatment no less favourable than that accorded to the latter Contracting Party by its own investors or investors. of any third state, whichever is more favourable to the investors concerned.

2. Notwithstanding the provisions of paragraph 1 of this Article, investors of a Contracting Party who, in any of the situations referred to in that paragraph, suffer damage or loss in the territory of the other Contracting Party as a consequence of:

a. The requisition of their property or in part, by the forces or authorities, or

b. The destruction of their property or of a part, by the forces or authorities that is not caused by combat actions nor demanded by the necessity of the situation,

the latter contracting party must grant them prompt, adequate and effective restitution or indemnification for the damages or losses they have suffered during the requisition period or as a consequence of the destruction of their properties. The corresponding payments must be made in a free convertible currency and must be freely transferable without delay.

Article 6. Expropriation

1. No Contracting Party shall directly or indirectly take measures of expropriation or nationalization in its territory against investments by investors of the other Contracting Party or other measures having equivalent effect (hereinafter "expropriation"), unless the following conditions are complied with simultaneously:

a. That are taken with a public interest objective,

b. That are not discriminatory,

c. That they are in accordance with current legal provisions, and

d. That they shall be accompanied by the payment of a fast, adequate and effective indemnity.

2. The compensation must correspond either to the market value of the expropriated investment immediately before the expropriation, or before its imminence becomes public knowledge, as may occur earlier.

3. If the market value cannot be established, the compensation shall be determined in an equitable manner, taking into account all relevant factors and circumstances, such as the capital invested, the rate and duration of the investment, the replaced, book value and goodwill.

4. The indemnity must be paid without delay, it must be effective and freely transferable.

5. The investor of a Contracting Party who is affected by the expropriation carried out by another Contracting Party shall

have the right to a speedy review of his case by a judicial authority or other competent and independent authority. the other contracting party, including the valuation of its investment and the payment of compensation, in accordance with the provisions of this article.

6. If a Contracting Party expropriates the assets of a legal person constituted in accordance with the legislation in force in its territory, and in which investors of the other Contracting Party have a shareholding, it shall ensure that apply the provisions of this article in order to guarantee adequate and effective compensation to these investors.

Article 7. Transfers

1. Each Contracting Party shall guarantee to the investors of the other Contracting Party the free transfer of all payments linked to an investment in its territory without delay. These transfers include, in particular:

a. The initial capital and the additional amounts necessary for the maintenance or expansion of the investment;

b. The incomes;

c. Payments made under a contract, including loan repayments;

d. The product obtained from the sale or total or partial liquidation of an investment;

e. Payments for the indemnities provided for in Articles 5 and 6 of this Agreement;

f. Payments under Article 8 of this Agreement;

g. Payments arising from [settlement of an investment dispute;

h. The income and other remuneration of the personnel hired from abroad in relation to an investment;

i. The profits and gains of domestic airline airlines.

2. Each Contracting Party shall ensure that transfers under paragraph 1 of this Article are effected without delay and in a currency of Iliure converted, at the market exchange rate applicable on the date of the transfer, and in accordance with the laws and regulations in force in the territory of the contracting party where the investments have been made. If there is no foreign exchange market, the lowest exchange rate should be used for currency conversions into Special Drawing Rights.

3. Notwithstanding the provisions of paragraphs 1 and 2 of this Article, a Contracting Party may, in accordance with its laws and regulations, in good faith and in a fair and non-discriminatory manner, suspend suspensions where it applies its legislation relating to:

a. Creditor protection in bankruptcy proceedings, and

b. the crimes.

Article 8. Subrogation

1. If a Contracting Party or its designated body (for the purposes of this Article, ("guarantor") makes a payment under an indemnity granted in connection with an investment in the territory of another Contracting Party, the latter must know:

a. The assignment to the guarantor, by law or by legal act, of all the rights and credits of the indemnified party, and

b. The guarantor's right to exercise, by subrogation these rights and to assert these credits, with the same scope as the indemnified party, and must assume the obligations related to the investment.

2. The guarantor has the right, in any case:

a. To have the same treatment, as regards the rights, credits and obligations acquired, by virtue of the assignment, and

b. To receive the payments received in compliance with these rights and credits in the same way that the indemnified party was entitled to it under this agreement, with respect to the investment in property and the related income.

3. Subrogated rights or credits shall not exceed the original rights or credits of the investor.

4. Notwithstanding the provisions of paragraph 1 of this article, the subrogation may only take place in the Contracting Party after the approval of the competent authority.

Article 9. Settlement of Disputes between a Contracting Party and an Investor of the other Contracting Party

1. Investors who have a dispute with a Contracting Party must first try to resolve it through negotiation.

2. To start the negotiation, the investor must send a written notification to the Contracting Party. This notification must specify the following:

a. The name and address of the disputing investor;

b. The provisions of this agreement that have been allegedly violated;

c. The factual and legal grounds of the claim, and

d. The claims and the amount of the damages claimed.

3. If the dispute has not been settled amicably within six months of receipt of the written notice, it shall be subject to settlement at the request of the investor as follows:

a. By the competent court of the Contracting Party in whose territory the investment was made, or

b. By arbitration through the International Center for the Settlement of Investment Disputes (ICSID), established under the Convention on the Settlement of Investment Disputes between States and Nationals of Other States, Open for Signature in Washington on March 18, 1965, if both contracting parties are party to the said agreement; or

c. By the ICSID Additional Facility, when only one of the parties is a signatory to the Washington Convention, or

d. In arbitration by three arbitrators, in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL), as amended by the latest amendment accepted by both Contracting Parties. In the event of arbitration, each Contracting Party shall, by virtue of this Agreement, irrevocably consent in advance, even if there is no individual arbitration agreement between the Contracting Party and the Investor, to submit the dispute to the said Court.

4. Arbitral awards are final and binding. Each Contracting Party shall ensure its execution and execution in accordance with its laws and regulations.

5. A Contracting Party which is a party to a dispute may not, at any point in the conciliation, arbitration or enforcement proceedings, allege as an exception that investor, which is another party to the dispute, has received an indemnity under an insurance policy for all or part of its losses.

6. If an investor and a designated entity of a Contracting Party or its local government have entered into a telematic agreement to the investments of an investor, the dispute settlement procedure set forth therein shall apply.

Article 10. Settlement of Disputes between the Contracting Parties

1. Disputes arising between the Contracting Parties relating to the interpretation or application of this Agreement shall, as far as possible, be settled by negotiation.

2. If a dispute cannot be settled under paragraph 1 of this article within six months, it shall be submitted, at the request of either Contracting Party, to a three-member arbitral tribunal.

3. This arbitral tribunal shall be constituted ad hoc. Each Contracting Party shall appoint an Arbitrator, and both Arbitrators so appointed shall elect as their President a national of a third State. The arbitrators shall be appointed within two months from the date on which one Contracting Party informs the other of its intention to submit the dispute to an arbitral tribunal; the president of the court must be appointed within two more months.

4. If, within the time limits laid down in paragraph 3 of this Article, the necessary appointments have not been made, either Contracting Party may, in the absence of any other arrangement, request that the President of the International Court of Justice the necessary designations. If the President of the International Court of Justice is a national of one of the Contracting Parties or is unable to perform this function for other reasons, the Vice-President, or in case of inhibition, the member of the International Court of Justice shall be urged. of Justice to follow him in seniority in accordance with the Rules of the Court to, under the same conditions, make the necessary appointments. The designated judge must be a national of a state that maintains diplomatic relations with the contracting parties.

5. Unless the Contracting Parties decide otherwise, the arbitral tribunal shall establish its own procedure.

6. The arbitral tribunal shall make its decision under this Agreement in accordance with the rules of international law. The decision is taken by majority vote. The decision is final and binding.

7. Each Contracting Party shall be responsible for the costs of its own arbitrator and for those related to its legal representation in the arbitration proceedings. The expenses of the President, as well as the other expenses, shall be borne equally by the two Contracting Parties. However, the court may determine in the award another distribution of costs.

Article 11. Application of other Rules

Without prejudice to Article 4, if I have already legislated with any Contracting Party or the obligations of international law which exist or are to be established in the future between the Contracting Parties, I have added to this Agreement, or if an agreement between an investor of a The Contracting Party and the other Contracting Party shall contain rules, whether general or specific, which will grant investments made by investors of the other more favourable to the investor.

Article 12. Scope of Application

This agreement applies to investments made before or after the entry into force, but does not apply to any investment disputes that have arisen or to any lawsuits that were resolved prior to entry into force.

Article 13. Consultations

The Contracting Parties shall, at the request of either of them, consult on any matter affecting the implementation or application of this Agreement, including on settlement of investment disputes. These consultations shall be held on the proposal of one of the Contracting Parties in the place and on the date agreed upon through diplomatic channels.

Article 14. Denial of Benefits

1. The benefits of this agreement may be denied to an investor of a Contracting Party if the main purpose of acquiring the nationality of that Contracting Party is to obtain benefits under this Agreement from which otherwise he could not have enjoyed it, including the acquisition of nationality through an intermediary country.

2. Before denying the benefits of this agreement, the Contracting Party wishing to refuse them must notify the other Contracting Party and consult the other Contracting Party.

Article 15. Entry Into Force, Amendments, Duration and Termination

1. This Agreement shall enter into force on the date of receipt through diplomatic channels of the last notification by which the Contracting Parties are notified of the fulfilment of their internal legal requirements for the entry into force of this Agreement.

2. This Agreement may be amended in writing by mutual consent of the Contracting Parties. The amendments come into force following the same procedure as for the entry into force of the Agreement.

3. This Agreement shall remain in force for a period of ten years, and may be extended for periods of ten years unless one of the Contracting Parties notifies one year before the expiry of the initial period or a subsequent period. to the other its intention to terminate the agreement. In this case, the denunciation of the agreement shall take effect upon the expiration of the period of ten years.

4. In respect of investments made before the date of the entry into force of this Agreement, the provisions of the Agreement shall continue to have effect for a period of ten years from the date on which the entry into force of this Agreement becomes effective.

5. This Agreement shall apply regardless of the existence of diplomatic or consular relations between the Contracting Parties.

In witness whereof the undersigned, being duly authorized thereto, have signed this Agreement.

Andorra la Vella, on July 28, 2015, made in two copies, in Catalan, Arabic and English, all three texts are equally reliable. In case of divergence in interpretation, the English text shall prevail.

FOR THE PRINCIPALITY OF ANDORRA

Gilbert Saboya Sunyé

FOR THE UNITED ARAB EMIRATES

Abdullah bin Zayed Al Nahyan.