

Agreement between the Government of the Sultanate of Oman and the Government of the Arab Republic of Egypt about Investment Promotion and Protection

The Government of the Sultanate of Oman and the Government of the Arab Republic of Egypt desiring to promote economic cooperation between the two countries, and in order to create a suitable conditions for investment of capital by the citizens or companies of either countries in the other country territory, and recognizing that encouraging capital investment and transfer and ensuring their protection through bilateral agreements would lead to progress of the economy of both countries and the develop the economic relations between them.

Have agreed on the following:

Article 1.

For the purposes of this agreement:

1. The term "investments" means: each direct or indirect ownership in the capital, including real estate property or usufruct, in accordance with applicable laws in each country, it also includes any other assets invested or reinvested in the agricultural, industrial and tourism projects and projects of mining, forestry, transportation and any other projects agreed upon between the parties.
2. The term "citizen" means: the natural persons who hold the nationality of one of the contractors, according to the laws of each Party.
3. The term "company" means institutions or companies with legal personality in accordance with the applicable legislation of the two Contracting States.
4. The term "person" means a natural person as well as the legal person.
5. The term "expropriation" includes the expropriation in accordance with the relevant law or nationalization or administrative expropriation or the temporary seizure.

Article 2.

Each of the Contracting Parties accepts and encourages in its territory and in accordance with its legislation the investment of any person who is a national of the other party.

Each Contracting Party also undertakes to provide full protection to the investment made in its territory by any person who is a national of the other Contracting Party and ensures fair treatment for this investment in accordance with the laws in force in the state, and this treatment does not include the preferences granted by either Contracting Party to nationals of a third country by virtue of membership or link to a customs union or a common market or free trade organization.

Article 3.

Neither Contracting Party shall expropriate investments made by the citizens and companies of the other Contracting Party in its territory or subject them to measures having the same effects as expropriation, except for the public interest related to internal needs of that Contracting Party and in exchange for fair, adequate and immediate compensation at the estimated ownership market value of the expropriated investment at the date of expropriation. The payment shall be made immediately without delay and converted in a convertible currency, and the person whose investments were expropriated has the right to obtain an immediate court ruling on the expropriation and that investments are evaluated in accordance with the principles contained in this Article, in accordance with the law of the Contracting Party who executed the expropriation.

Article 4.

If the investment of the companies or citizens of one of the Contracting Parties in the other Contracting Party suffers losses resulting from war or other military action, or as a result of public unrest civil, revolutions, strife and violence of a general nature which has the same effect, the host country of the investments that has caused the damage is bound to treat the affected investor within the range of treatment given to its companies or citizens, who may suffer from similar damage or in the range of treatment received by companies or nationals of a third country whichever is the better treatment for the investor.

Article 5.

Each state ensures that the following amounts are converted to the other state in convertible currency:

1. Net income, interests and other current incomes arising from any investment owned by nationals or companies of the other State.
2. Proceeds from the total or partial liquidation of investments, as well as the amount of compensation payable for any of these investments.
3. Loan installments invested in its territory and re-exported out.

Article 6.

1. The Contracting States shall settle any dispute concerning the interpretation or application of this Agreement by diplomatic means, and the Investment disputes shall be settled as may be agreed between the contracting parties.

If the dispute cannot be settled by any of the means, any of the dispute parties may present the dispute to an arbitral tribunal.

2. The arbitral tribunal shall be established with two members selected by each of the parties of the dispute, and then the two members shall select a president who is a citizen of a third country.

The two members must be selected within two months and the president within three months from the date of notification of either Contracting Party to the other Contracting Party of its intention to submit the dispute to an arbitral tribunal.

3. In the case of that, any of the members of the tribunal or the president are not appointed during the periods specified in the previous paragraph, any of the Contracting Parties may invite the President of the International Court of Justice to make the necessary appointments. If the President of the International Court of Justice is a national of any of the Contracting Parties or is prevented from performing this task, the member following in seniority in the International Court of Justice who is not a national of any of the two Contracting Parties who is available and has no reason preventing him from performing this task shall make the necessary appointments.

4. The arbitral tribunal shall determine the procedural rules to be followed before it and issue its decisions by a majority vote which shall be final and binding on the parties. Each Contracting Party shall bear its member expenditures while the arbitral tribunal shall distribute the expenses of the president and the rest of the costs.

Article 7.

Each of the Contracting Parties shall notify the other Contracting Party of the fulfillment of constitutional and legal measures necessary to put this agreement into effect.

The Agreement is valid for ten years, renewable for another similar period unless one of the Contracting Parties notifies the other Contracting Party of its intention to terminate the agreement before the expiration of the period of one year.

In the event of termination, this agreement remains valid until the expiration of the current executive contracts for investments.

Article 8.

Done in duplicate and signed by the representatives of the Government of the Sultanate of Oman and the Government of the Arab Republic of Egypt.

For the Government of the Sultanate of Oman

For the Government of Arab Republic of Egypt

Done in Cairo on 28/4/1985.