

**Decree No. 24 of 2002-123 Moharram 1423 corresponding to 7 April 2002 ratifying the agreement between the Government of the people's Democratic Republic of Algeria and the Government of the Republic of Bulgaria on the Reciprocal Promotion and Protection of Investment signed in Algiers on 25 October 1998, p.**

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

**The report of the Minister of State, Minister for Foreign Affairs;**

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

**Bearing in mind the Agreement between the Government of the people's Democratic Republic of Algeria and the Government of the Republic of Bulgaria on the Reciprocal Promotion and Protection of Investment signed in Algiers on 25 October 1998;**

**Hereby decrees:**

**Article 1. - shall be ratified and shall be published in the Official Gazette of the people's Democratic Republic of Algeria and the Agreement between the Government of the people's Democratic Republic of Algeria and the Government of the Republic of Bulgaria on training and reciprocal protection of investments, signed in Algiers on 25 October 1998.**

**Art. 2. - this decision shall be published in the Official Gazette of the people's Democratic Republic of Algeria.**

**Done at Algiers on 24 Moharram 1423 corresponding to 7 April 2002.**

**Abdelaziz Bouteflika.**

**Agreement between the Government of the People Democratic Republic of Algeria and's**

On

The reciprocal promotion and protection of investments

The Government of the people's Democratic Republic of Algeria and the Government of the Republic of Bulgaria, hereinafter referred to as the "" contracting parties;

- Desiring to enhance economic cooperation between the two countries;
- In order to create favourable conditions for investments of investors of either Contracting Party in the territory of the other contracting party;
- Convinced that the promotion and protection of such investments will contribute to fostering the transfer of capital and technology between the two countries in their mutual interest;

Have agreed as follows:

## **Article 1.**

Within the framework of this Agreement:

1. - The term investment means every asset invested reinvested or, in accordance with the legislation in force of the Contracting Party in whose territory the investment is made and particularly but not limited to:

- a) Movable and immovable property as well as any other rights in rem, such as mortgages, liens, pledges and similar rights usufruits,;
- b) Value, shares, bonds, shares or other kinds of participation in companies;
- c) Claims and rights to any performance having economic value;
- d) Copyrights, intellectual and industrial property rights, such as patents, trademarks, industrial designs or models, technical processes, trade names and goodwill;
- e) The concessions granted under law or contract, including those relating to prospecting, culture, extract or exploit natural resources.

A change in the form of investment or reinvested shall not affect their classification as investment if such alteration is not contrary to the legislation of the Contracting Party in whose territory the investment is made.

2. - The term investor means:

- a) Any natural person who is a national of either Contracting Party, in accordance with the legislation in force;
- b) Any organization, association or company incorporated or registered in the territory of one of the Contracting Parties in accordance with its law.

3. - The term "proceeds" means all amounts yielded by investments or reinvestments interests, such as profits, dividends, royalties, bonds, royalties, fees and other income derived from investment.

4. - The term "" territory means:

For the people's Democratic Republic of Algeria, the territorial land, territorial sea, as well as the maritime areas over which it exercises, in accordance with its law and / or International Law, jurisdiction or sovereign rights for the purpose of the exploration and exploitation of natural resources of the sea bed surjacentes waters and subsoil.

For the Republic of Bulgaria, the territory under its sovereignty,

Including the territorial sea, as well as the continental shelf and the exclusive economic zone over which the Republic of Bulgaria exercises, in accordance with international law, sovereign rights or jurisdiction.

## **Article 2.**

1. - Each Contracting Party recognizes and encourages, within the framework of its laws and the provisions of this

Agreement, the investments of investors of the other contracting party in its territory and grant fair and equitable treatment and protection.

2. - Each Contracting Party shall, in accordance with its legislation in force, the entry, stay and work in its territory and the displacement of nationals of the other contracting party which are used in the context of investments covered by this Agreement.

### **Article 3.**

1. - Each Contracting Party shall accord to investments made in its territory by investors of the other contracting party treatment no less favourable than that accorded to investments of its nationals in accordance with its legislation or to investments of investors of any third country.

2. - Each Contracting Party shall accord to investors of the other contracting party in its territory, in respect of activities related to their investments treatment no less favourable than that it accords to its own investors in accordance with its legislation to investors or of any third country.

3. - The treatment provided for under the provisions of the foregoing paragraphs does not extend to the privileges which either Contracting Party accords to investments made in its territory by investors of a third country under:

- a) A free trade area, customs union or any other form of regional economic organization;
- b) Not double-imposition agreements.

4. - Whether legislation, present or future, either Contracting Party or any other agreements concluded or to be concluded between the Democratic Republic of Algeria's people and the Republic of Bulgaria, grants to investments made by investors of the other contracting party to more favourable treatment than that provided for by the present Agreement, the provisions of the legislation and / or the aforementioned agreement shall prevail.

### **Article 4.**

Investors of One Contracting Party Whose Investments Have Suffered Losses Due to a War or Any other Armed Conflict , Revolution , a State of National Emergency or Riot In the Territory of the other Contracting Party Benefit , on the Part of this Latter , with Respect to Restitution , Compensation , Compensation or other Compensatory measures, treatment which shall not be less favourable than that accorded to its own investors or to those of a third country. such payments shall be freely transferable.

### **Article 5.**

1. Investments of investors of one Contracting Party shall not be subject in the territory of the other contracting party, of expropriation, nationalization or any other measure the effects of which would be equivalent to expropriation or nationalisation (hereinafter referred to as expropriation) except for reasons of public purpose and against compensation and provided that such measures are taken in accordance with legal procedures and nondiscriminatory.

2. - Compensation shall correspond to the market value of the investment concerned on the eve of the day on which the measure was taken of expropriation or made public, the first panellist shall be selected.

Compensation shall be paid without delay and it will produce, until the date of payment, shall include interest at the rate of exchange in force; it shall be effectively realizable and freely transferable.

### **Article 6.**

1. - Each Contracting Party shall guarantee to investors of the other contracting party to make investments in its territory after fulfillment of their tax obligations, the free transfer inter alia:

- A investment income;
- B - the repayment of loans contracted in relation with the realisation of the development or investment;
- (C) The proceeds from sale or the total or partial liquidation of the investment;
- D - compensation under articles 4 and 5 of this Agreement;

(E) the earnings of nationals of either Contracting Party who have been authorised to work in the territory of the other contracting party in connection with an investment approved.

2. - Transfers referred to in paragraph 1 of this article shall be made without delay in a freely convertible currency, at the official rate of exchange prevailing on the date of transfer in the territory of the Contracting Party where the investment has been made.

## **Article 7.**

If one of the Contracting Parties who, by virtue of a guarantee granted to an investment made in the territory of the other Contracting Party, payment to one of its own investors it is entitled by virtue of subrogation to exercise the rights of that investor and assume the obligations.

The subrogation of the rights and obligations of the investor, ascertained shall also apply to the transfer of rights referred to in article 6.

The second Contracting Party shall not take any rights or obligations beyond those transferred by the investor.

## **Article 8.**

1. - disputes between the contracting parties relating to the interpretation or application of this agreement should, if possible, be settled through negotiations.

2. - if within six (6) months from the date when it was raised by either contracting party, the dispute is not settled, it shall be submitted, at the request of one of the contracting parties to a tribunal arbitration.

3. - The arbitral tribunal shall be constituted for each individual case in the following way each Contracting Party shall appoint one member to the Tribunal and the two Members agree to select a national of a third State, who shall be appointed by the Governments of the two contracting parties as Chairman of the Tribunal. the members shall be appointed within two months (2) and the Chairman within three (3) months after the date on which either Contracting Party has notified the other that it intends to submit the dispute to an arbitral tribunal arbitration.

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 the President is a national of either Contracting Party or is otherwise unable to perform the function referred to above, the then Vice-President shall be invited to make the appointments.

If the Vice-President is a national of either Contracting Party or if he too is unable to perform the function referred to above, then the member of the International Court of Justice and hierarchically successor national of either of the two Contracting Parties shall be invited to make the appointments.

5. - The arbitral tribunal determines its own procedure and it shall reach its decision by a majority of votes. it shall take its decisions in accordance with the provisions of this Agreement and the rules and principles of International Law way, recognized by both parties. and its decisions shall be binding on both contracting parties.

6. - Each Contracting Party shall bear the costs of its own member of activity as well as the costs for its representation in the proceedings of the arbitral tribunal. the cost of the Chairman and the remaining costs shall be borne in equal parts by both contracting parties.

## **Article 9.**

1. Any investment dispute between a Contracting Party and an investor of the other Contracting Party shall as far as possible, be settled amicably between the two parties concerned.

2. If such a dispute cannot be settled amicably within six (6) months from the date when it was raised by one of the Parties to the dispute, it shall be submitted at the request of the investor:

- Either to the competent court of the Contracting Party involved in the dispute;
- Or to international arbitration for disputes arising under articles 4, 5, 6 and 7.

The choice of one of these procedures is final.

3. - where the dispute is referred to international arbitration, the investor concerned with the dispute may use:

- Or to an ad hoc tribunal set up and operating in accordance with the rules and procedures of the United Nations Commission on International Trade Law.

- Either to the International Centre for Settlement of Investment Disputes (ICSID) established by the Convention on the Settlement of Investment Disputes between States and Nationals of Other States signed in Washington on 18 March 1965;

4. - the judicial or arbitral proceedings to which is the subject of the appeal shall decide on the basis of the national law of the Party in whose territory the investment dispute is made, the provisions of this Agreement as well as the principles of international law recognized.

## **Article 10.**

The representatives of the Contracting Parties shall, if necessary, in consultations on matters relating to the implementation of this Agreement. such consultations shall take place at the request of either Contracting Party, the place and date to be agreed upon through diplomatic channels.

## **Article 11.**

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 this Agreement provided that such investments are in conformity with the laws and regulations of the latter party, which was in force at the date of signature of the Agreement. the provisions of this Agreement do not apply to disputes arising before the date of its entry into force.

## **Article 12.**

1. - This Agreement shall be subject to ratification, in accordance with the constitutional requirements of each of the two parties, and shall enter into force thirty (30) days after the latter have notified each other in writing of the completion of these formalities. the validity of this Agreement is to fifteen (15) years.

2. - Where, twelve (12) months before the date of expiry of the current period of fifteen (15) years, neither of the Contracting Parties have notified each other in writing to the other contracting party of its decision to terminate this Agreement, it shall be deemed to be tacitly renewed on the same terms and for successive periods of five years.

3. In cases where the termination of this Agreement, the provisions of articles 1 to 11 shall remain in force for a further period of ten (10) years for investments made prior to the date of termination of this Agreement.

In WITNESS WHEREOF, the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement.

Done at Algiers on 25 October 1998.

Bulgarian in two originals in the Arabic and French languages, all texts being equally authentic. in case of divergence of interpretation, the English text shall prevail.

For the Government of For the Government of

The Republic of Algeria

Democratic PEOPLE's

The Republic of Bulgaria

Ahmed Attaf Minister of Foreign Affairs

Minister of Foreign Affairs

Nadjeda mikhailova