

# Agreement between the Government of the Hellenic Republic and the Government of the Kingdom of Morocco for the Promotion and Protection of Investments

The Government of the Hellenic Republic and the Government of the Kingdom of Morocco

Hereinafter as "Contracting Parties",

Desire to strengthen their economic cooperation through the creation of favourable conditions for investment by investors of one Contracting Party in the territory of the other contracting party,

Whereas the beneficial influence that may exercise such an agreement with a view to improving the business contacts and to enhance confidence in the field of investment,

Have agreed as follows:

## Article 1. Definitions

For the purposes of this Agreement:

1. The term "investment" means every element asset and any direct or indirect Sociétés in all enterprises or in any sector of the economy, including but not limited to:

- a) Movable and immovable property as well as any other rights in rem such as mortgages, pledge, usufruct, real security rights and similar rights;
- b) Shares and other forms of participation in companies;
- c) Claims and rights to any performance having an economic value;
- d) Copyrights, trademarks, patents, précédés techniques;
- e) The concessions under public law for the exploration and exploitation of natural resources.

Any modification of the legal form in which assets have been invested capital or and reinvested, does not affect their character as "investment" within the meaning of this Agreement.

Such investments shall be carried out in accordance with the laws and regulations in force in the country hote.

2. The term "investor" means:

- a) Any natural person having the Hellenic or Moroccan nationality under the legislation of the Hellenic Republic and the Kingdom of Morocco respectively and making an investment in the territory of the other contracting party;
- b) Any legal person having its head office in the territory of the Hellenic Republic or of the Kingdom of Morocco and constituted under the laws or Moroccan Greek respectively and making an investment in the territory of the other contracting party.

3. The term "proceeds" means those net amounts reported by an investment and in particular, though not exclusively, profits, dividends, royalties, interests, including the licence fees, contracts which have been approved by the competent authorities in so far as the legislation of the host country requires.

4. The term "territory" means:

- a) For the Greek Republic: the territory under its sovereignty, including the territorial sea, as well as the maritime areas

under - and other maritime areas over which that contracting party exercises, in accordance with international law, sovereign rights or jurisdiction;

b) For the Kingdom of Morocco: the territory of the Kingdom of Morocco, including any situated maritime area beyond the territorial waters of the Kingdom of Morocco and which has been or might be designated subsequently by the legislation of the Kingdom of Morocco, in accordance with international law as an area within which the rights of the Kingdom of Morocco concerning the marine seabed or the subsoil and natural resources may be exercised.

## **Article 2. Promotion and Protection of Investments**

1. Each Contracting Party shall encourage investments of investors of the other contracting party in its territory and admit such investments in accordance with its legislation.
2. Investments made by investors of either Contracting Party shall enjoy fair and equitable treatment, as well as subject to the measures strictly necessary for the maintenance of public order and secure full protection and against the territory of the other contracting party. Each Contracting Party undertakes to ensure that the maintenance, use, enjoyment or disposal within its territory of the investments of investors of the other contracting party are not hindered by unjustified or discriminatory measures.
3. Investment income and, in the event of their reinvestment in accordance with the legislation of one Contracting Party, income from such reinvestment shall enjoy the same protection as the original investment.
4. Investments, having been the object of a particular undertaking of either Contracting Party to the investors of the other Contracting Party, are governed, without prejudice to the provisions of this Agreement, by the terms of that commitment, to the extent that it is more favourable provisions than those laid down by this Agreement.

## **Article 3. Treatment of Investments**

1. Neither of the Contracting Parties subject within its territory investments of investors of the other Contracting Party to treatment less favourable than that which it accords to its own investments or investors' investments of any third State, whichever is more favourable treatment.
2. Neither of the Contracting Parties subject in its territory by investors of the other contracting party, in respect of activities related to their investments to treatment less favourable than that it accords to its own investors or of any third State, whichever is more favourable treatment.
3. However, the treatment referred to in paragraphs 1 and 2 shall not apply to privileges which either Contracting Party shall accord to investors of a third State by virtue of its participation in an economic union or association, a customs union or common market, a free trade area, a regional economic organization or as a result of an international character of its commitments under the terms of an agreement of prevention of double taxation or any other arrangement relating to taxation.

## **Article 4. Expropriation Compensation**

1. The measures of expropriation, nationalization or any other measures having the same nature or the same effect that could be taken by the authorities of one Contracting Party against the investments made by investors of the other Contracting Party, shall be discriminatory or other than for reasons of public interest. The contracting party taking such measures shall contribute to the entitlement without undue delay, fair and equitable compensation. The provisions for the purpose of fixing and the payment of compensation shall be made in a prompt manner no later than at the moment of the expropriation. The amount of compensation will correspond to the market value of the investment concerned on the day before the date on which the measures taken or are publicly available. In case of delay in payment of compensation shall include interest at market conditions from the date of payment. The compensation shall be paid to investors of convertible and transferable according to the rules in force.
2. Investors of either Contracting Party whose investments suffer losses in the course of a war or other armed conflict, a state of emergency, national or emeutes, occurring in the territory of the other Contracting Party, shall be accorded by the latter in a non-discriminatory manner and not less than that accorded to its own investors or investors of the most favoured nation treatment, as regards compensation, restitution, compensation or other remedies the most favourable treatment.

## **Article 5. Transfers**

1. Each Contracting Party shall guarantee to investors of the other Contracting Party the free transfer of funds in convertible currency related to their net liquid and an investment in particular, though not exclusively:

a) Capital or additional amount from foreign currency contributions or reinvested earnings to maintain or increase the investment;

b) Profits, dividends, interests and other current income;

c) The amounts required for the repayment of loans;

d) Fees;

e) The proceeds from a total or partial liquidation of the investment or from foreign exchange earnings, including the most reinvested values of the capital invested.

f) The compensation pursuant to Article 4.

2. The transfers referred to in paragraph 1 shall be made at the rate of exchange applicable on the date of transfer pursuant to the exchange regulations in force.

3. The guarantees referred to in paragraphs 1 and 2 shall be at least equal to those accorded to investors of the most favoured nation in similar situations.

## **Article 6. Subrogation**

1. If under a legal or contractual guarantee covering non-commercial investment risks, compensations are paid to an investor of either Contracting Party, the other Contracting Party shall recognize the subrogation into the insurer of the rights of the investor indemnified.

2. In accordance with the guarantee given to the Investment, the insurer concerned shall be entitled to claim all the rights that the investor might exercise if the insurer or had not been subrogated.

3. Any dispute between one Contracting Party and the insurer to an investment of the other Contracting Party shall be regulated in accordance with the provisions of Article 9 of this Agreement.

## **Article 7. Additional Obligations**

1. Where a question of investment is governed at both by this Agreement and by national legislation or regulations of either Contracting Party or existing international obligations or undertaken by the parties in the future, investors of the other Contracting Party may use the provisions that are most favourable.

2. Investors of one Contracting Party may conclude with the other contracting party of the specific commitments, the provisions of which cannot be contrary to this Agreement. Investments made under such specific commitments are, moreover, governed by this Agreement.

## **Article 8. Settlement of Disputes between the Contracting Parties**

1. Disputes concerning the interpretation or application of this agreement should, as far as possible be settled between the Contracting Parties through diplomatic channels.

2. In the absence of such rules, the dispute is submitted to a joint commission composed of the representatives of the Parties; it shall meet without delay and at the request of either party.

3. If the Joint Commission cannot settle the dispute within six months after the beginning of negotiations, be submitted to an arbitral tribunal, at the request of one of the Contracting Parties.

4. The Tribunal shall be constituted as follows: each Contracting Party shall appoint one arbitrator and the two arbitrators shall appoint a third arbitrator who is a national of a third State as Chairman of the Tribunal.

The arbitrators shall be appointed within three months and the Chairman within five months from the date on which either Contracting Party has informed the other contracting party of its intention to submit the dispute to an arbitration tribunal.

5. If the periods specified in paragraph 4 have not been observed, the President of the International Court of Justice shall be invited to make the necessary appointments. If the President of the International Court of Justice is a national of either

Contracting Party or if he is otherwise unable to perform this function, the Vice-President or in case his inability of the most senior member of the International Court of Justice may be invited, under the same conditions to make the appointments.

6. The arbitral tribunal shall decide on the basis of the provisions of this Agreement and the rules and principles of international law recognized.

7. The tribunal shall determine its own rules of procedure.

8. The tribunal shall reach its decisions by a majority of the votes; they shall be definitive and binding on the contracting parties.

9. Each Contracting Party shall bear the costs of its own arbitrator and its representation in the arbitration proceedings. The cost of the Chairman and the remaining costs shall be borne in equal parts by the Contracting Parties.

## **Article 9. Settlement of Disputes Relating to Investments**

1. If investment disputes arise between a Contracting Party and an investor of the other Contracting Party, they shall, as far as possible, be settled amicably between the parties to the dispute.

2. In the absence of an amicable settlement by direct arrangement between the Parties to the dispute within six months from the date of its written notification, the dispute shall be submitted at the request of the investor concerned:

- or to national jurisdiction of the Contracting Party involved in the dispute,

- or to arbitration by the International Centre for the Settlement of Investment Disputes (ICSID) established by the Convention on the Settlement of Investment Disputes between States and Nationals of Other States, opened for signature at Washington on 18 March 1965.

## **Article 10. Prior Investments**

This Agreement shall also cover, as regards the implementation of future investments made prior to its entry into force by investors of one Contracting Party in the territory of the other contracting party, in accordance with the laws and regulations of the latter. However, this Agreement shall not apply to disputes that may be born before its entry into force.

## **Article 11. Entry Into Force and Period of Validity**

1. This Agreement shall enter into force thirty days after the date on which the Contracting Parties have notified each other of the completion of the constitutional procedures required in their respective countries. It shall remain in force for a period of ten years. Unless one of the Contracting Parties denounces it at least six months before the expiry of its initial period of validity, it shall be tacitly renewed each time for a further period of ten years, each Contracting Party reserving the right to denounce it by a notification submitted at least twelve months before the date of expiry of the current period of validity

2. Investments made prior to the termination of this Agreement shall continue to apply for a period of ten years from the date of its termination.

Done at Athens on 16 February 1994 in two originals in each Greek, Arabic and French languages, all texts being equally authentic. In case of conflict the English text will prevail.

For the Government of the Hellenic Republic

The Deputy Minister of National Economy

(signature)

Y. Papantoniou

For the Government of the Kingdom of Morocco

The Minister of State responsible for Foreign Affairs and Cooperation

(signature)

