AGREEMENT BETWEEN THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIETNAM AND THE GOVERNMENT OF THE REPUBLIC OF MOZAMBIQUE ON THE RECIPROCAL PROMOTION AND PROTECTION OF INVESTMENTS

The Government of the Socialist Republic of Vietnam and the Government of the Republic of Mozambique (hereinafter referred to as the "Contracting Parties"),

Desiring to strengthen economic cooperation for mutual benefit and to create fair and equitable conditions for investment by investors of one Contracting Party in the territory of the other Contracting Party;

Recognizing that the promotion and protection of mutual investment facilitates the expansion of economic relations between the two Contracting Parties and will promote the investment initiative;

Recognizing that the development of economic and business relations can promote respect for the rights of internationally recognized workers;

Agreed that the above objectives can be achieved without compromising the application of common health, safety and environmental measures;

Has decided to enter into an Agreement on mutual investment encouragement and protection;

Agreed as follows:

Article 1. Definitions

Under this Agreement:

1 The term "investment" means any type of property owned or controlled directly or indirectly by an investor of one Contracting Party in the territory of the other Contracting Party; :

A Company or business, or stock, share, or other interest in the company or enterprise;

B Movable and immovable property, including other property rights such as mortgages, mortgages, pledges, entitlements and similar rights;

C The right to claim money or any activity of economic value;

D Intellectual property rights, technical process, trade names, know-how, business credentials and similar rights;

E Solicit business under the law, under administrative or contractual decisions to seek, develop, refine or exploit natural resources.

Investment does not, however, include the right to claim pure cash arising from:

i Commercial contracts for the sale of goods or services of natural persons or enterprises in the Territory of a Party to enterprises in the Territory of the other Party; or

ii the provision of credit related to a commercial transaction, such as a commercial loan; or

iii Any claim for claims other than those referred to in (a) to (e) above.

For the purposes of the definition of investment in this Article, the income used for the investment is also considered as investment and any change in the form of assets used for investment or reinvestment does not change the specific That

property is an investment, provided that such change is made in accordance with the law of the home Contracting Party.

2 The term "investor" of a Contracting Party means:

A Any natural person who is a national of that Contracting Party in accordance with its domestic law; and

B Any legal person or organization established under the laws of that Contracting Party makes investments in the territory of the other Party.

3 The term "income" means investment income, but not only profits, interest, capital gains, dividends, technology transfer fees and other types of income. Other fees.

4 The term "territory" means:

A In respect of the Socialist Republic of Vietnam, the entire territory of the mainland (including islands), the sea and submarine areas in which the Socialist Republic of Vietnam exercises sovereignty, Sovereign rights and jurisdiction in accordance with national laws and international law;

B In the Republic of Mozambique, including territorial waters and any waters beyond Mozambique territorial waters which, in accordance with Mozambique and French law International law, considered, or may be considered, or in the future may be considered to be the area in which Mozambique may exercise rights relating to the seafloor and subsoil and The natural resources of this region and any territory governed by this Agreement.

5 The term "investment covered by the Agreement", for a Party, means an investment in the territory of that Party of investors of the other Party existing at the time of entry into force The force of this Agreement either was established, acquired or expanded thereafter, and has been received and accepted by the host Party in accordance with its laws and policies.

Article 2. Promotion and Protection of Investment

1 Each Contracting Party shall, subject to its general policy on foreign investment, encourage the investment of investors of the other Contracting Party on its territory and receive the first It is in accordance with its laws.

Subject to the provisions of law relating to the entry and residence of foreign nationals, individuals working for investors of a Contracting Party, as well as members of their families, shall Is permitted to enter, reside and leave the territory of the other Contracting Party for the purpose of carrying out investment-related activities in the territory of the other Contracting Party.

3 Each Contracting Party shall ensure that investments of the investor of the other Contracting Party shall always enjoy fair treatment, which shall be reasonable and shall not prejudice the management, maintenance, use or receipt. To enjoy or dispose of such investments by unreasonable or discriminatory means.

4 Each Contracting Party shall provide effective instruments for the certification and enforcement of investment rights governed by this Agreement.

5 Each Contracting Party shall ensure that the laws, regulations, management practices and general application procedures and court decisions relating to or affecting investments are adjusted. This Agreement will be published promptly or accessible to the public.

6 Investments governed by this Agreement shall be safe and adequate, and each Contracting Party shall respect the obligations which the Party has committed to investors of the other Party in connection with Their investment.

7 Investment income will be treated and protected as an investment.

Article 3. National Treatment and Most Favored Nation Treatment

1 Each Contracting Party shall, in its territory, accord to investments covered by the Treatment Agreement no less favorable than that accorded to investments by investors. ("national treatment") or of investors of any third country ("most favored nation treatment"), in the same case, whichever is more favorable , for the use, management, performance, operation and sale or otherwise disposing of their investments.

2 National treatment in accordance with the provisions of paragraph 1 above shall be implemented in accordance with the law of the host Party. The grant of national treatment in accordance with the law of the host Contracting Party allows the host contractor to have the right to make investments of investors of the other Contracting Party a treatment which is different from that of the applicable treatment. for the investors of their country. Accordingly, each Contracting Party may

maintain any economic or operational field reserved exclusively to its own investors and shall apply any special measures or incentives exclusively reserved for investors. of their country in accordance with the development policy framework of their country.

National treatment under the provisions of paragraph 1 above shall be implemented in accordance with the law of the host Party. The grant of national treatment in accordance with the law of the home Contracting Party authorizes the home contracting party the right to make investments for investors of the other Contracting Party treatment different from the applicable treatment For the investor of his country. Accordingly, each Contracting Party may maintain any economic or operating field exclusively for its own investors and apply any special measures or incentives exclusively reserved for investors. Of his country in accordance with the development policy framework of his country.

3 The provisions of this Agreement shall not be construed to require a Contracting Party to accord to investors of the other Contracting Party the benefit of any treatment, privilege or privilege arising there from. from:

A Any customs union, economic union, free trade area, monetary union, or any form of international, regional or bilateral economic agreement, or international agreement Any other analogy that either Contracting Party is a member or can become a member;

B Any international, regional or bilateral agreement or any similar arrangement by which either of the Contracting Parties is a member or may become a member or of any other relevant national legislation. Whole or mainly taxable;

4 For the sake of clarity, the Contracting Parties contend that the provisions of this Article shall not affect the right of the Contracting Parties to apply different tax regimes to the different taxpayers. Into their residence.

Article 4. Deprivation of Ownership

1 No Contracting Party may take any direct or indirect measures of deprivation of rights with respect to investments of investors of the other Contracting Party unless the following conditions are met:

A These measures shall be applied for public purposes and in accordance with due process;

B These measures are non-discriminatory;

C Measures shall be accompanied by provisions for the payment of prompt, adequate and effective compensation, which may be transferred abroad without undue delay, in freely convertible currency.

2 Compensation shall be commensurate with the market value of the investment calculated at the time immediately prior to the expropriation or expropriation of disclosed property affecting the value of Investment (hereinafter referred to as "Valuation Date").

The indemnity includes the interest at the commercial rate of interest on the market from the date of expropriation to the date of payment of compensation.

3 The provisions of paragraphs (1) and (2) of this Article shall apply to income from investments and proceeds from liquidation in the case of liquidation.

4 When a Contracting Party, in its territory, deprives ownership of the property of a company or an enterprise invested by the investor of the other Contracting Party through a shareholding The Contracting Party shall ensure that the provisions of this Article shall be applied to the extent necessary to ensure the timely, satisfactory and effective remedy of the investment of the investor of the Contracting Party. The other.

5 This provision shall not apply to the grant of compulsory licenses relating to intellectual property rights, or to the revocation, restriction or creation of intellectual property rights, provided that Granted, withdrawn, restricted or created in accordance with the provisions of the TRIPS Agreement.

Article 5. Damages

1 Investors of one Contracting Party who invest in the territory of the other Contracting Party suffer losses due to war, armed conflict, national emergency, insurrection, insurrection, rebellion Or riots shall be accorded no less favorable treatment than that accorded to its own investors or investors of any third State, subject to any treatment which is more favorable, Concerning compensation, compensation, compensation or other means. Payments under Article will be transferred abroad without undue delay, in freely convertible currency.

2 Without prejudice to the provisions of paragraph (1) of this Article, Investors of either Contracting Party suffer losses in the territory of the other Contracting Party due to:

A The Competent Authority or Armed Forces of the other Contracting Party confiscates part or all of the investment;

B The competent authority or armed forces of the other Contracting Party destroy all or part of the investment unnecessarily,

Will be compensated or compensated and in both cases to be done quickly, adequately and efficiently.

Article 6. Transfer of Money Overseas

1 Each Contracting Party shall permit without delay undue transfer, in freely convertible currency, specific investment-related amounts, including but not limited to:

A Profitability;

B Proceeds from the sale or liquidation of all or part of the investment;

C Debt payments;

D Compensation provided for in Articles 4 or 5; and

E Income of an individual who is not a national of that Contracting Party and is entitled to work in connection with an investment in the territory of that Party and other appropriations to cover the expenses. Fees related to the management of the investment.

2 Remittances under this Agreement shall be made at the prevailing market rate on the date of the transfer applicable to spot transactions in the currency of transfer.

Article 7. Operational Requirements

Investments falling under the scope of this Agreement shall not be subject to any of the performance requirements set out in the Schedule to the WTO Agreement on Trade-Related Investment Measures And these requirements may be detrimental to the use, management, performance, operation, extension, sale or other disposition of this investment.

Article 8. Subrogation

When a Contracting Party or its authorized agency pays to its investors on the basis of a guarantee granted by that party for an investment in the territory of the other Contracting Party, The other Contracting Party must, while not prejudicing the rights of the original Contracting Party under Article 10, recognize the transfer of any right or title of ownership of the investor to the original Contracting Party or the The authorized agent of the original Contracting Party and the rights of the original Contracting Party or the authorized agency of the original Contracting Party, by virtue of subrogation, any right or title in The scope of rights of investors.

Article 9. Dispute between the Investor and One Contracting Party

1 Any dispute relating to an investment covered by the Agreement between an investor of one Contracting Party and the other Contracting Party shall, to the extent possible, be resolved through Through negotiation.

2 If any of the above investment disputes can not be settled within six months of the date on which the investor sent written notice of the settlement of the dispute to the Contracting Party, either Contracting Party shall Approve the dispute to be settled through international arbitration at one of the following institutions, at the option of the investor:

I International Center for Settlement of Investment Disputes (ICSID) for arbitration pursuant to the Washington Convention of 18 March 1965 on the Settlement of Investment Contests between States and Other State Citizens, If both Contracting Parties have acceded to this Convention; or

Ii (Ii) resolved under the Center's Subsidiary Mechanism, if the Center fails to address the Convention; or

Iii (Iii) an ad hoc arbitral tribunal established under the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL). The person designated in accordance with this Regulation shall be the Secretary-General of the ICSID.

If the parties to the dispute have different opinions on the dispute that needs to be resolved by arbitration or negotiation, the investor will have the option.

3 For the purposes of this Article and Article 25 (2) (b) of the Washington Convention, any legal person established under the laws of a Contracting Party and prior to any dispute, Controlled by an investor of the other Contracting Party, shall be deemed to be a national of the other Contracting Party.

4 Any settlement of a dispute under arbitration under the Auxiliary Rules or the UNCITRAL Arbitration Rules, at the request of a disputing party, shall be held in one country. Member of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, signed in New York on June 10, 1958 (New York Convention).

5 The consent of either Contracting Party under subparagraph (2) and the submission of a dispute to an investor under subsection (2) shall be deemed to be in writing and in writing. Written by the disputing parties for the settlement of the dispute as provided for in Chapter II of the Washington Convention (Authority of the Center) and the Auxiliary Rule, Article 1 of the UNCITRAL Arbitration Rules And Article II of the New York Convention.

6 In the course of proceedings relating to the dispute, the Contracting Party shall not use any other indemnification or compensation for all or part of the loss paid under an insurance or guarantee contract. For the sake of defense, to sue for compensation or other reasons, but the Contracting Party may require proof that the compensator agrees with the exercise of the right to claim compensation.

7 Any arbitral award made under the provisions of this Article shall be final and binding on the parties to the dispute. Each Contracting Party shall implement the provisions of this Decision without undue delay and shall implement this decision in its territory.

Article 10. Settlement of Disputes between the Contracting Parties

1 Any dispute between the Contracting Parties concerning the interpretation or application of this Agreement, if possible, shall be settled by negotiation between the Governments of the Contracting Parties.

2 If such dispute can not be settled within six months from the date of a request for negotiation by a Contracting Party, at the request of either Contracting Party, the dispute shall be settled at one Arbitration court.

3 An arbitral tribunal shall be established on a case by case basis, each Contracting Party nominating one member. These two members will select a third-country national so that the Governments of both Contracting Parties elect the President of the arbitral tribunal. Members will be selected within two months and the chair of the arbitral tribunal will be selected within four months of the date on which a Contracting Party proposes to the other Contracting Party the submission of a dispute to the arbitral tribunal.

4 If the periods referred to in paragraph (3) of this Article are not complied with, no agreement may be reached by either Contracting Party to proceed to the appointment of the President. appliance.

5 If the President of the International Court of Justice fails to perform the function mentioned in paragraph (4) or is a national of either Contracting Party, the Vice-President of the International Court of Justice shall be invited to make the necessary appointments. . If the Vice President of the International Court of Justice fails to perform the above function or is a citizen of a Contracting Party, the next High-Level Member of the International Court of Justice shall be able to perform the said function and not be Citizens of one Contracting Party will be invited to make the necessary appointments.

6 The arbitral tribunal shall decide by majority vote. This decision shall be final and binding on the Contracting Parties. Each Contracting Party shall bear the cost of its appointed members in the arbitral tribunal and the cost of its representation in the arbitral proceedings; The expenses for the President and other expenses shall be borne by each Contracting Party. However, the arbitral tribunal may decide that either Contracting Party will incur a higher cost. For all other matters, the arbitral tribunal will determine its own procedures.

Article 11. Application of the Agreement

1 This Agreement shall apply to all investments made prior to or after the entry into force of the Agreement, but not to any dispute arising in connection with the investment which has arisen or complained of. Any investment-related issues that have been dealt with before the entry into force of the Agreement.

2 This Agreement shall not limit the rights and benefits enjoyed by an investor of a Contracting Party in accordance with national or international law in the territory of the other Contracting Party.

3 The obligations of a Contracting Party under this Agreement shall apply to the State authority authorized by that Party to exercise its regulatory, administrative or other administrative powers.

Article 12. Entry Into Force, Deadline and Termination

1 The Contracting Parties shall notify each other when the necessary legal procedures for the entry into force of this Agreement have been completed. The Agreement will enter into force on the first day of the second month from the date of receipt of the final notice.

2 This Agreement shall remain in force for twenty years. The Agreement shall continue in force until the expiration of the twelve-month period commencing on the date of either Contracting Party giving notice in writing to the other Contracting Party of its decision to terminate this Agreement.

3 With respect to investments made prior to the date on which the notice of termination of this Agreement becomes effective, the provisions of Articles 1 to 11 of this Agreement shall continue to be effective for twenty Years since that date.

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

Made in Hanoi on January 16, 2007, in two copies in Vietnamese, Portuguese and English, the texts are equally valid. In case of different explanation, the English text will be used as a basis.

On behalf of the Government Socialist Republic of Vietnam

On behalf of the Government Republic of Mozambique