

# Agreement between the Swiss Federal Council and the Government of the State of Qatar on the Promotion and Reciprocal Protections of Investments

The Swiss Federal Council and the Government of the State of Qatar,

Hereinafter referred to as the Contracting Parties,

Desiring to intensify economic cooperation to the mutual benefit of both States,

Intending to create and maintain favourable conditions for investments by investors of one Contracting Party in the territory of the other Contracting Party,

Recognizing the need to promote and protect foreign investments with the aim to foster the economic prosperity of both States,

Have agreed as follows:

## Article 1. Definitions

For the purposes of this Agreement, and unless otherwise provided therein.

(1) the term means investor in respect of either Contracting Party,

(a) Natural persons who, according to the law of that Contracting Party, are considered to be its nationals;

(b) Legal entities, including companies registered partnerships, corporations or other organizations, which are constituted in accordance with the law of that Contracting Party, as well as the legal entities which are not established in accordance with the laws, but which are effectively controlled by nationals or by legal entities of that Contracting Party;

(c) The Government of that Contracting Party.

(2) The term "investment" includes all categories of assets and in particular:

(a) Ownership of movable and immovable property as well as any other rights in rem servitudes, charges, such as movable and immovable property, pledges, usufruits;

(b) The actions, and other forms of participation shares in companies;

(c) Monetary claims and rights to any performance having economic value;

(d) Copyrights, industrial property rights, such as patents, utility models, industrial designs or models, trade marks, trademarks, trade names, indication of origin), know-how and goodwill;

(e) Concessions or similar rights conferred by law or under contract, including extract concessions to search for or exploit natural resources.

(3) The term means the returns amounts derived from an investment includes, interests and profits, capital gains, dividends, royalties and fees.

(4) The term territory means the Territory of the Contracting Parties, including the maritime areas over which the State concerned may, in accordance with national legislation and international law, sovereign rights or jurisdiction.

## Article 2. Scope

This Agreement shall apply to investments made before or after its entry into force, in the territory of a Contracting Party in

accordance with its laws and regulations by investors of the other contracting party.

### **Article 3. Encouragement , Admission**

(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 laws and regulations.

(2) Each Contracting Party shall facilitate, in accordance with its laws and regulations the necessary permits in connection with such investments, including those relating to the enforcement of contracts, technical assistance, commercial or administrative or requirements for consultants and experts.

### **Article 4. Protection , Treatment**

(1) Returns of investments and investors of each Contracting Party shall at all times be accorded fair and equitable treatment and shall enjoy protection and security in the territory of the other contracting party. no Contracting Party shall in any way hinder by unjustified discriminatory measures or the management, maintenance, use, enjoyment, extension or disposal of such investments.

(2) Each Contracting Party shall accord in its territory to returns of investments and investors of the other contracting party treatment no less favourable than that which it accords to its own and returns of investments or investors to returns of investments and investors of any third State, more favourable treatment to the investor concerned is crucial.

(3) Each Contracting Party shall accord to investors in its territory of the other contracting party, as regards the management, maintenance, use, enjoyment or disposal of their investments, treatment no less favourable than that it accords to its own investors to investors or of any third State, more favourable treatment to the investor concerned is crucial.

(4) If a Contracting Party accords special advantages to investors of any third State by virtue of an agreement establishing a free trade area, customs union or common market or by virtue of an agreement for the avoidance of double taxation, it shall not be obliged to accord such advantages to investors of the other contracting party.

### **Article 5. Free Transfer**

(1) Each Contracting Party shall guarantee to investors of the other contracting party without delay the transfer in a freely convertible currency of the amounts relating to an investment, including:

- (a) Income;
- (b) Payments or other obligations relating to loans for investment;
- (c) Proceeds from the sale or the total or partial liquidation of the investment, including possible gains;
- (d) Other earnings and remuneration of personnel engaged from abroad in connection with the investment;
- (e) The initial capital and additional amounts needed for the maintenance or increase investment.

(2) Unless otherwise agreed with the investor transfers shall be made at the rate of exchange applicable on the date of transfer pursuant to the exchange of regulations in force the Contracting Party in whose territory the investment has been made.

### **Article 6. Dispossession , Compensation**

(1) Neither Contracting Party shall take any measures of expropriation, nationalization or other measures having the same nature or the same effect against investments of investors of the other contracting party except for reasons of public interest and provided that such measures are not discriminatory, that they comply with the legal requirements and provide for payment of adequate and effective compensation. the compensation shall amount to the market value of the expropriated investment immediately before the expropriation was taken or they are known to the public, the first of those events in determining. the amount of compensation shall include the usual bank interest from the date of dispossession until payment, shall be settled in a freely convertible currency and paid without delay to the person entitled thereto without regard to its residence or its headquarters.

(2) Investors of one Contracting Party whose investments have suffered losses due to a war or any other armed conflict,

revolution, state of national emergency or riot occurring in the territory of the other contracting party benefit, on the part of this latter, from a treatment no less favourable than that accorded to its own investors or those of any third State as regards restitution, indemnification, compensation or other settlement.

## **Article 7. Principle of Subrogation**

Where a Contracting Party has provided any financial guarantee against non-commercial risks to an investment by one of its investors in the territory of the other contracting party, the latter shall recognize the rights of the first Contracting Party on the basis of the principle of subrogation to the rights of the investor if payment has been made under this first guaranteed by the contracting party.

## **Article 8. Settlement of Disputes between an Investor of One Contracting Party and the other Contracting Party**

(1) Any legal dispute between an investor of one Contracting Party and the other Contracting Party, which is directly related to an investment shall be settled amicably between the two parties concerned.

(2) If the dispute cannot be settled within six months from the date on which it was raised in writing by a party to the dispute shall be submitted, at the request of either party to the International Centre for Settlement of Investment diffé-rends (ICSID), established by the Convention on the Settlement of Investment Disputes between States and Nationals of Other etats<sup>1</sup>, done at Washington on 18 March 1965.<sup>1</sup>, done at Washington on 18 March 1965.

(3) If the procedure referred to in paragraph (2) above shall be instituted, the diffé-rend shall be settled by an ad hoc arbitral tribunal. the arbitral tribunal shall be established as follows:

(a) Each Party to the dispute shall appoint an arbitrator. the two arbitrators so nominated shall appoint by mutual agreement a third arbitrator who is a national of a third State, who shall be the Chairman of the Tribunal. all arbitrators shall be appointed within two months from the date of notification by one party to the other of its intention to submit the dispute to arbitration.

(b) If the necessary appointments have not been made within the period specified in subparagraph (a) above, each Party to the dispute may, in the absence of any other agreement, invite the President of the International Chamber of Commerce in Paris to make the necessary appointments.

(c) The tribunal shall determine its own rules of procedure in accordance with the Arbitration Rules of the United Nations Commission on United Nations Commission on International Trade Law (UNCITRAL), unless the Parties decide otherwise, the place of arbitration shall be the seat of the Permanent Court of Arbitration at The Hague (The Netherlands).

(d) The Tribunal shall act by a majority of votes. its decisions shall be taken in conformity with the provisions of this Agreement, the laws of the Contracting Party Party to the dispute and the principles of international law.

(e) Each Party to the dispute shall bear the cost of the arbitrator it has appointed and of its representation in the arbitral proceedings. the cost of the Chairman and the remaining costs shall be divided equally between the parties to the dispute. the Tribunal may, taking into account the specific circumstances and decide otherwise.

(4) The arbitral award shall be final and binding upon the parties to the dispute and shall be executed according to the national legislation.

## **Article 9. Disputes between the Contracting Parties**

(1) Disputes between the contracting parties relating to the interpretation or application of the provisions of this Agreement shall be settled through diplomatic channels.

(2) If both contracting parties fail to reach a settlement within six months from the date on which the dispute has arisen, the latter shall be submitted, at the request of either contracting party to an arbitral tribunal composed of three members. each Contracting Party shall appoint an arbitrator. the two arbitrators so nominated shall appoint by mutual agreement a national of a third State, who shall be the Chairman of the Tribunal.

(3) If one of the Contracting Parties has not appointed its arbitrator to such a court and has not responded to the invitation of the other contracting party to make such appointment within two months of the arbitrator shall be appointed, upon request by the latter Contracting Party by the President of the International Court of Justice.

(4) If the two arbitrators cannot reach an agreement about the choice of the Chairman within two months after their appointment the latter shall be appointed upon the request of either Contracting Party by the President of the International Court of Justice.

(5) If in the cases specified in paragraph (3) and (4) of this article, the President of the International Court of Justice is prevented from carrying out this function or if he is a national of either Contracting Party, the appointment shall be made by the Vice-President and if the latter is prevented or if he is a national of either Contracting Party, they will be made by the most senior member of the Court who is not a national of either of the Contracting Parties.

(6) The Tribunal shall act by a majority of votes. the decisions shall be final and binding on the contracting parties. they shall be taken in conformity with the provisions of this Agreement and the principles of international law.

(7) The tribunal shall determine its own rules of procedure. at the request of either Contracting Party, it shall interpret its award. in the absence of a decision by the arbitration tribunal shall take place at the seat of the Permanent Court of Arbitration at The Hague (The Netherlands).

(8) Each Contracting Party shall bear the cost of the arbitrator it has appointed and of its representation in the arbitral proceedings. the cost of the Chairman and the remaining costs shall be shared equally by the contracting parties. the Tribunal may, taking into account the specific circumstances and decide otherwise.

## **Article 10. Additional Obligations**

Each Contracting Party shall observe at all its contractual obligations in respect of investments made in its territory by investors of the other contracting party.

## **Article 11. Final Provisions**

(1) This Agreement shall enter into force on the day on which the two Contracting Parties shall have notified each other that the legal requirements for the entry into force of international agreements have been completed; it shall remain valid for a period of ten years. if it is not denounced with 12 months notice in writing before the expiry of this period, it shall be considered on the same terms as renewed for successive periods of five years.

(2) In the event of a written notice, the provisions of articles 1 to 10 of this Agreement shall continue to apply for a further period of ten years for investments made prior to the termination.

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

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

Done in duplicate, at Doha, on November 12<sup>th</sup>, 2001, in French, Arabic and English language, each text being equally authentic. In case of divergence the English text shall prevail.