

# INVESTMENT COOPERATION AND FACILITATION AGREEMENT BETWEEN THE FEDERATIVE REPUBLIC OF BRAZIL AND THE KINGDOM OF MOROCCO

The Federative Republic of Brazil and

The Kingdom of Morocco,

Hereinafter referred to as the "Parties" or individually as the "Party",

Desiring to strengthen and deepen the bonds of friendship and the spirit of continuous cooperation between the Parties;

Aiming to stimulate, rationalize and support bilateral investments and intensify their economic cooperation in the mutual interest of the Parties;

Recognizing the fundamental role of investment in promoting sustainable development, economic growth, poverty reduction, job creation, productive capacity expansion and human development;

Considering the importance of promoting sustainable investment and the transfer of technology and know-how to achieve the goals of sustainable growth and development;

Convinced that the objectives of this Agreement will be achieved without prejudice to the rights of the Parties to regulate in the public interest;

Understanding that the establishment of a strategic investment partnership between the Parties will bring broad and mutual benefits;

Recognizing the importance of fostering a transparent, responsive and friendly environment for the Parties' investments;

Whereas, investments by investors of one Party in the territory of the other Party shall be made in accordance with the laws and regulations of that other Party;

Desiring to foster and strengthen contacts between the private sector and the governments of the Parties;

Seeking to create a mechanism for technical dialogue and government initiatives that can contribute to the significant increase in their mutual investments;

Agree as follows:

## **Part I. Purpose, Scope of the Agreement and Definitions**

### **Article 1. Objective**

1. The purpose of this Agreement is to promote cooperation between the Parties for the purpose of facilitating and promoting mutual investment.

2. To achieve this objective, this Agreement establishes an institutional framework for investment facilitation and a mechanism for dialogue, risk mitigation and dispute prevention.

### **Article 2. Scope of Application**

1. This Agreement applies to all investments made before or after its entry into force.

2. This Agreement may not be invoked to challenge any dispute resolved by the exhaustion of domestic remedies when

there is protection of the res judicata or an investment claim that was resolved prior to the entry into force of the Agreement.

3. This Agreement shall not limit the rights and benefits that an investor of one Party holds in accordance with national or international law applicable in the territory of the other Party.

4. If an investment-related matter is governed simultaneously by this Agreement, the national law of one Party or an international convention of which both Parties are members, investors of the other Party may benefit from the more favorable provisions of such rules.

### **Article 3. Definitions**

1. For the purpose of this Agreement:

1.1. The term "Host Party" means the Party on whose territory the investment was made.

1.2. The term "Investment" means a direct investment, that is, any asset owned or controlled, directly or indirectly, by an investor of a Party, established or acquired in accordance with the legal order of the other Party, in the territory of that other Party, to exercise ownership, control or a significant degree of influence over the management of the production of goods or the provision of services in the territory of the Host State.

1.2.1 Among the forms that the investment can take are:

- a) the shares, securities or other equity in an enterprise;
- b) movable or immovable property and other property rights, such as mortgage, lien, pledge, charge or similar rights and obligations;
- c) concessions granted by law or by contract, including concessions for the exploration, exploitation, extraction or exploitation of natural resources;
- d) obligations, credit rights and rights to any benefits which have economic value and are directly related to an investment;
- e) intellectual property rights as defined or referred to in the World Trade Organization Agreement on Trade Related Aspects of Intellectual Property Rights (TRIPS / TRIPS). Intellectual property rights that are not related to an investment of an investor of a Party are understood not to be covered by the Dispute Settlement Article;

1.2.2 For purposes of this Agreement and for greater certainty, "investment" does not include:

- a) debt securities issued by a Party or loans to a Party or a publicly traded undertaking;
- b) portfolio investments;
- c) credit rights arising exclusively from commercial contracts for the sale of goods or services;
- d) credit rights with a term of less than 3 (three) years;
- e) loans under a commercial contract, such as trade finance;
- f) market shares;
- g) bank letters of credit; and
- h) pre-investment expenses incurred by the investor prior to the operational implementation of his investment in the Host Party's territory.

1.2.3 No change in the legal form in which the assets have been invested or reinvested will affect their investment character under this Agreement provided that such modification is made in accordance with the Host Party's applicable laws and regulations and that legal form in which such modification has been made is included in the definition of investment under this Article.

1.3 The term "Investor" means any natural or legal person of a Party who has invested in good faith in the territory of the other Party in accordance with the laws and regulations of that Party:

- a.i) The term "natural person" means a natural person who has the nationality of one of the Parties or is a permanent resident, in accordance with the laws of that Party;

a.ii) This Agreement shall not apply to investments by natural persons who are nationals of both Parties unless such persons, at the time of investment in the Host Party, have their principal domicile and center of interest in the other Party.

b) The term "legal person" means a legal person incorporated and organized under the law of one of the Parties which has its domicile and substantive business activities in the territory of that Party and which has made an investment in the other Party. A substantive business activity does not include, for example, mailbox-based businesses and activities that do not have a real and ongoing link with the economy of that Party.

1.4 The term "Measure" means any measure taken by a Party that is directly linked to the investment, whether in the form of law, regulation, procedure or administrative decision, or practice that has an effect on such investment.

1.5 The term "freely convertible currency" means the currency widely used to make payments for international transactions and currently traded in major international currency markets.

1.6 The term "Income" means the amounts earned on an investment and which, in particular, although not exclusively, include profit, interest, capital gains, dividends, fees and charges.

1.7 The term "Territory" means the territory, including its land and air spaces, the territorial sea, the exclusive economic zone, the continental shelf and the subsoil over which a Party exercises its sovereign rights or jurisdiction in accordance with international law and domestic law.

## **Part II. Regulatory and Risk Mitigation Measures**

### **Article 4. Promotion and Admission**

1. Each Party, as far as possible, will encourage and create favorable conditions for investors of the other Party to make their investments in its territory and will admit such investments in accordance with its laws and regulations in force.

2. Substantial extension and modification or transformation of an investment, made in accordance with the Host Party's applicable laws and regulations, is considered a new investment.

3. Neither Party, after the entry into force of this Agreement and without prejudice to its laws and regulations in force prior to that date, shall establish arbitrary or discriminatory measures under this Agreement on the management, maintenance, use, enjoyment, sale or settlement in its territory of investments made by investors of the other Party.

4. Returns on the investment upon reinvestment in accordance with applicable Host Party laws and regulations enjoy the same protection as the original investment.

5. Without prejudice to its existing laws and regulations and its policies on the entry of foreign nationals, each Party shall grant the necessary facilities and permits for the entry, exit, stay and work of an investor of the other Party and any person permanent or temporary relationship with the investment, such as managers, specialists and technicians.

6. Nothing in this Agreement shall be construed as preventing a Party from taking any action deemed necessary to protect public order, public health or the protection of the environment, provided that such measures are not applied in a discriminatory, abusive or unjustified manner.

7. Investors and investments must comply with Host Party measures that prescribe the formalities for establishing an investment upon admission and accept the Host Party's jurisdiction with respect to such investment.

8. Investors will endeavor to contribute to the Host Party's development objectives and provide it with any requested information about their investments for the purpose of making such investment decisions or for statistical purposes only.

### **Article 5. Non-discriminatory Treatment: National Treatment and Most Favored Nation Treatment**

1. Without prejudice to its laws and regulations, each Party shall grant in its territory the investments of investors of the other Party in respect of the management, maintenance, use, enjoyment or disposal of its investments, no less favorable than that granted, under similar circumstances, to the investments of its own investors or to the investments of third party investors, whichever is more favorable.

2. Without prejudice to its laws and regulations, each Party shall grant investors in its territory to investors of the other Party with respect to the management, maintenance, use, enjoyment or disposal of its investments, no less favorable treatment than granted, under similar circumstances, to its own investors or to third party investors, whichever is more favorable.

3. This Agreement does not prevent the adoption and implementation of new legal requirements or restrictions on investors and their investments, as long as they are no more discriminatory than before.

4. The Most Favored Nation Treatment provisions do not apply to the dispute settlement mechanisms provided for in other international agreements.

5. The provisions of this Article concerning national and most favored nation treatment shall not be construed as obliging a Party to extend to investors of the other Party and to their investments the benefits of any treatment, preference or privilege arising from:

(a) An existing or future free trade area, customs union, or common market or similar international agreement to which a Party has acceded or will accede or any other form of regional cooperation to which either Party may become a party;

(b) International investment agreements to which one of the Parties is a party and which have been signed or are in force prior to the entry into force of this Agreement;

(c) Any national legislation relating to taxation wholly or partly, provided that it is not discriminatory;

(d) Government grants (grants, loans, insurance and guarantees) granted exclusively by a Party to its own investors as part of national development activities and programs.

## **Article 6. Expropriation**

1. Neither Party shall take nationalization or expropriation measures against investors of the other Party unless such measures are:

(a) Taken for public purposes or in the public interest;

(b) Non-discriminatory;

(c) Accompanied by the effective payment of a compensation; and

(d) Conform to the standards required by law.

2. This Article does not apply to the issuance of compulsory licenses granted in connection with intellectual property rights or the cancellation, limitation or creation of intellectual property rights, provided that they comply with the provisions applicable under national law and under the TRIPS Agreement.

3. The compensation shall:

(a) Be paid without undue delay, in accordance with the Host Party's legal framework;

(b) Be equivalent to the fair market value of the expropriated investment immediately prior to actual expropriation ("expropriation date");

(c) Not reflect a change in market value due to the knowledge of the intention to expropriate prior to the expropriation date; and

(d) Be fully payable and freely transferable in accordance with Article 9 on Transfers.

4. The expropriated investor may request, in accordance with the laws and regulations of the Host Party that has taken the expropriation measure, a review by a judicial authority of that Host Party, the legality of the administrative expropriation procedure and the valuation of the compensation amount.

5. The Parties shall cooperate to improve knowledge of their respective national laws on investment expropriation.

## **Article 7. Compensation for Losses**

1. Investors of a Party whose investments in the territory of the other Party incur losses due to war or other armed conflict, revolution, national emergency, revolt, insurrection, disturbance or the like shall enjoy, in respect of restitution, indemnity, compensation or other settlement, of the same treatment as that last Party grants to investors themselves or of the treatment granted under the most favored nation clause, if it is more favorable to the investor.

2. Without prejudice to paragraph 1 of this Article, investors of a Party who in any of the situations referred to in that paragraph suffer losses in the territory of the other Party resulting from:

- Request of your property by the authorities of that latter Party, or
- Destruction of your property by the authorities of that latter Party

Will receive compensation for losses incurred during the application or resulting from the destruction of their property.

## **Article 8. Transparency**

Each Party shall ensure that its laws, regulations and administrative decisions of general application relating to matters covered by this Agreement are published as soon as possible and are accessible, if possible, by electronic means to enable interested persons and the other. Part become aware of these measures.

## **Article 9. Transfers**

1. Each Party shall allow investors of the other Party, having fulfilled their tax obligations, to freely transfer payments in respect of their investments. This transfer shall include, but not limited to:

(a) The initial contribution to or addition to capital relating to the maintenance or expansion of such investments;

(b) Income directly related to the investment;

(c) Proceeds from the sale or total or partial liquidation of the investment;

(d) Repayment of a loan, including interest on it, directly related to the investment;

(e) The indemnities provided for in Articles 6 and r of this Agreement. Where compensation is paid in government debt securities, the investor of the other Party may transfer the proceeds of the sale of such securities to the market;

(f) Wages and other remuneration due to nationals of one Party who have been authorized to work in the territory of the other Party as a result of an investment; and

(g) Payments arising from the settlement of disputes under Article 20 of this Agreement.

2. The transfers referred to in paragraph 1 of this Article shall, without undue delay, be made in freely convertible currency at the market exchange rate prevailing on the date of the transfer and in accordance with the exchange regulations and procedures in force in the Host Party's territory.

3. Notwithstanding paragraphs 1 and 2 of this Article, each Party may, on a non-discriminatory basis, delay or prevent a transfer and apply, in good faith, measures to ensure investor compliance with the Host Party's national law regarding:

(a) Financial reports or transfer records, when necessary to assist law enforcement or financial regulatory authorities;

(b) Bankruptcy, insolvency or protection of creditors' rights;

(c) Criminal or criminal offenses;

(d) Compliance with orders or judgments relating to judicial proceedings.

4. Notwithstanding paragraphs 1 and 2 of this Article, each Party may, on a non-discriminatory basis and in accordance with the rights and obligations of members of the International Monetary Fund within the framework of the International Monetary Fund Constitutive Agreement, adopt or maintain measures to restrict freedom of transfer of foreign capital and the payment of transactions in the following cases:

(a) When your balance of payments is in serious financial difficulty or under such risk;

(b) In exceptional circumstances, where capital movements cause or threaten to cause serious difficulties for macroeconomic management, particularly in terms of monetary or exchange rate policy.

5. The measures mentioned in paragraph 4 of this Article shall:

(a) Not exceed what is necessary to meet the circumstances mentioned in paragraph 4 of this Article;

(b) Be applied for a limited period and disposed of as soon as conditions permit; and

(c) Be immediately notified to the other Party.

## **Article 10. Prudential Measures**

1. Nothing in this Agreement shall be construed to prevent a Party from taking or maintaining reasonable measures for prudential reasons, in particular with a view to ensuring:

- (a) The protection of investors, depositors, financial market participants, insurance policy holders or claimants;
- (b) The maintenance of the security, soundness, solvency, integrity or financial responsibility of financial institutions;
- (c) The preservation of the integrity and stability of a Party's financial system.

2. This Agreement shall not apply to non-discriminatory measures of general application taken by public bodies for reasons relating to monetary and credit and exchange rate policies.

## **Article 11. Tax Measures**

1. Without prejudice to the provisions of this Agreement, this Agreement shall not apply to tax measures.

2. Nothing in this Agreement shall be construed to compel a Party to grant an investor of the other Party, in respect of its investments, the benefit of any treatment, preference or privilege arising from a current or future avoidance of double taxation agreement, of which one of the Parties is a member or to which it may join in the future.

3. Nothing in this Agreement shall be construed to preclude the adoption or performance of any measures to ensure the equitable or effective imposition or collection of taxes in accordance with the respective laws and regulations of the Parties, provided that this measure is not applied to constitute a means of arbitrary or unjustifiable discrimination or a disguised restriction.

## **Article 12. Security Exceptions**

1. Nothing in this Agreement shall be construed as limiting a Party to take or maintain measures designed to preserve its national security or public order, or to enforce the provisions of its criminal law, or to comply with its obligations with respect to the maintenance of this Agreement, international peace and security in accordance with the UN Charter.

2. Measures taken by a Party pursuant to paragraph 1 of this Article or a decision based on its national security or public order laws that may at any time prohibit or restrict an investor from investing in its territory, of the other Party shall not be subject to the dispute settlement mechanism provided for in this Agreement.

## **Article 13. Corporate Social Responsibility**

1. Investors and their investments shall endeavor to achieve the highest possible level of contribution to the sustainable development of the Host Party and the local community by adopting a high degree of socially responsible practices, based on the voluntary principles and standards set forth in this Article.

2. Investors and their investments shall make their best efforts to comply with the following voluntary principles and standards for responsible business conduct and in accordance with the laws adopted by the host Party receiving the investment:

- (a) Stimulate economic, social and environmental progress with a view to achieving sustainable development;
- (b) Respect the human rights of those involved in the business activities in accordance with the Host Party's international obligations and commitments;
- (c) Encourage local capacity building through close collaboration with the local community;
- (d) Encourage the development of human capital, in particular by creating employment opportunities and facilitating workers' access to vocational training;
- (e) Refrain from seeking or accepting exemptions not provided for in the Host Party's legislation relating to the environment, public health, safety, work, financial incentives or other areas;
- (f) Support and maintain the principles of good corporate governance, develop and implement good corporate governance practices;

- (g) Improve the transparency of its activities in the fight against corruption and extortion, and maintain accurate and reliable books, records and accounts which ensure that they cannot be used for the purposes of corruption and the concealment of acts of corruption;
- (h) Refrain from offering, promising, granting or directly or indirectly soliciting unlawful payments or other improper advantages with a view to obtaining or maintaining a business or other improper advantage;
- (i) Adopt internal control mechanisms and appropriate ethics and compliance programs or measures to prevent and detect corruption;
- (j) Develop and implement effective self-discipline practices and management systems that foster a relationship of mutual trust between the companies and societies in which operations are performed;
- (k) Promote workers' knowledge of corporate policy, through the appropriate dissemination of this policy, including through professional training programs;
- (l) Refrain from any discriminatory or disciplinary action against employees who report to the Board of Directors or, where appropriate, to competent public authorities, practices that violate the law or violate the corporate governance rules to which the company is subject;
- m) Encourage, as far as possible, business partners, including suppliers and subcontractors, to apply the principles of business conduct consistent with the principles set out in this Article;
- n) Respect local political activities and processes.

## **Part III. Institutional Governance and Dispute Prevention**

### **Article 14. Joint Committee for Agreement Management**

1. For the purposes of this Agreement, the Parties shall establish a Joint Committee for the management of this Agreement (hereinafter referred to as the "Joint Committee").
2. The Joint Committee shall be composed of representatives of the Governments of both Parties, designated by their respective Governments.
3. The Joint Committee shall meet at such times, places and means as the Parties may agree. Meetings shall be held at least once a year, with alternating presidencies of the Parties.
4. The Joint Committee shall have the following duties:
  - (a) Supervise the implementation and execution of this Agreement and examine any matter that may affect the proper functioning of this Agreement, including matters related to corporate social responsibility, environmental preservation, health and public safety, respect for human rights, including workers' rights, and the fight against corruption.
  - (b) Discuss and share investment expansion opportunities in their territories;
  - (c) Coordinate the implementation of the Investment Cooperation and Facilitation Agenda agreed by both Parties (Annex I);
  - (d) Consult with the private sector and civil society, as applicable, to present their views on the specific issues submitted to the Joint Committee;
  - (e) Amicably resolve investment problems or disputes and give interpretations of the provisions of the Agreement. An interpretation by the Joint Committee of a provision of this Agreement shall be binding upon the tribunal established under the Article on Settlement of Disputes between the Parties;
  - (f) Supplement the rules for the settlement of arbitration disputes between the Parties, if deemed necessary by the Parties;
  - (g) Consider the need or advisability of recommending to the Parties amendments to the Agreement in accordance with Article 22 of this Agreement.
5. The Parties may establish ad hoc working groups, which shall meet jointly or separately from the Joint Committee.
6. The private sector may be invited to join ad hoc working groups when so authorized by the Joint Committee.

7. Decisions and recommendations of the Joint Committee shall be taken by consensus.

8. The Joint Committee shall establish its own rules of procedure.

## **Article 15. National Focal Points or 'ombudsmen'**

1. Each Party shall designate a National Focal Point or "Ombudsman", whose primary function shall be to support investors of the other Party in its territory.

2. In Brazil, the "Ombudsman" will be the Direct Investment Ombudsman (OID) within the Foreign Trade Chamber (CAMEX).

3. In the case of Morocco, the National Focal Point, or "Ombudsman", will correspond to the Moroccan Investment and Export Development Agency (AMDIE).

4. The National Focal Point or "Ombudsman", among other tasks, shall:

(a) Act as secretary to the Joint Committee;

(b) Endeavor to comply with the guidelines of the Joint Committee and to interact with the National Focal Point of the other Party in accordance with this Agreement;

(c) Interact with competent governmental authorities to evaluate and recommend, as appropriate, suggestions and complaints received by the Government and investors of the other Party, informing investors of developments resulting from such suggestions and complaints;

(d) Mitigate conflicts and facilitate their resolution, in coordination with the competent government authorities and in collaboration with relevant private entities;

(e) Provide timely and useful information on regulatory issues related to investments in general or specific projects, and

(f) Report to the Joint Committee its activities and actions, when applicable.

5. The National Focal Point shall respond within a reasonable time to notifications and demands made by the Government and investors of the other Party.

## **Article 16. Exchange of Information between the Parties**

1. The Parties will exchange information whenever possible, and relevant to reciprocal investments, business opportunities, investment procedures and requirements, in particular through the Joint Committee and its National Focal Points.

2. At the request of either Party, information will be exchanged on measures of the other Party that may affect investments in its territory. To this end, the Party shall, upon request, promptly and respectfully provide the level of protection afforded to information, in particular on:

(a) Legal conditions for the investment;

(b) Specific incentives and related government programs;

(c) Public policies and legal frameworks that may affect the investment;

(d) Legal framework for investment, including legislation on the establishment of companies and joint ventures;

(e) Related international treaties;

(f) Customs procedures and tax regimes;

(g) Statistical information on goods and services markets;

(h) Available infrastructure and public services;

(i) Government procurement and public concessions;

(j) Labor and social legislation;

(k) Migratory legislation;

(l) Exchange legislation;



(m) Information on specific economic sectors or areas previously identified by the Parties, and

(n) Regional projects and investment agreements.

3. The Parties shall also exchange information on public-private partnerships (PPPs), in particular through greater transparency and prompt access to information on applicable standards.

## **Article 17. Treatment of Protected Information**

1. Each Party shall respect the level of protection of shared information in accordance with that established by the other Party, subject to its respective domestic laws.

2. Nothing set forth in the Agreement shall be construed as requiring either Party to disclose protected information, the disclosure of which could hinder law enforcement or be contrary to the public interest or could impair privacy or legitimate business interests, including any confidential business information. disclosure of which may harm the competitive position of the investor or investment. For the purposes of this Paragraph, protected information includes confidential business information or inside information or information protected in accordance with the applicable laws of a Party.

## **Article 18. Relationship with the Private Sector**

Recognizing the key role of the private sector, the Parties will disseminate, in the relevant business sectors, general information on investments, regulatory frameworks and business opportunities in the territory of the other Party.

## **Article 19. Dispute Prevention Procedure**

1. If a Party considers that a specific measure provided by the other Party constitutes a violation of this Agreement, it may invoke this Article to initiate a dispute prevention proceeding within the Joint Committee.

2. The following rules will apply to the above procedure:

(a) In order to initiate proceedings, the Party concerned shall submit a written request to the Focal Point of the other Party, identifying the specific measure in question and informing the findings of fact and law underlying the allegation. The Joint Committee shall meet within 60 (sixty) days from the date of the request;

(b) The Joint Committee 60 sixty (60) days from the date of the first meeting, extendable by mutual agreement, to evaluate the allegation presented and prepare a report;

(c) The report of the Joint Committee shall include:

(i) Identification of the party alleging violation;

(ii) Description of the measure in question and the alleged breach of the Agreement; and

(iii) The conclusions of the Joint Committee.

(d) If the dispute is not resolved within sixty (60) days following the submission of the report by the Joint Committee, or if a Party does not attend the meetings of the Joint Committee convened pursuant to this Article, the dispute may be submitted to arbitration. by a Party in accordance with Article 20 of the Agreement.

3. If the measure in question affects a specific investor, the following additional rules shall apply:

(a) The initial claim shall identify the affected investor; and

(b) Representatives of the affected investor may be invited to attend meetings of the Joint Committee.

4. The Joint Committee may, if necessary, invite other interested parties to attend Joint Committee meetings and present their views on the measure referred to in paragraph 1 of this Article.

5. The minutes of the meetings held under the Dispute Prevention Procedure and all related documentation shall be kept confidential, except for the report submitted by the Joint Committee under paragraph 2 of this Article, subject to the laws of each of the Parties. the disclosure of information.

## **Article 20. Dispute Settlement between the Parties**

1. If the dispute is not resolved by the procedure described in Article 19, it shall be submitted to arbitration mechanisms between States at the request of either Party.

A Party may refuse to arbitrate on an investment issue by a national of that Party or a national of a country with whom it does not maintain diplomatic relations.

2. The purpose of arbitration is to re-establish compliance with the Arrangement with the measure alleged to be in violation of the Arrangement by the arbitral award. However, the Parties may agree to allow arbitrators to consider the existence of damages caused by the disputed measure and to provide compensation for such damages in the award. If the award provides for the payment of monetary compensation, the receiving State shall transfer it to the holders of rights in respect of the investment in question, after reimbursement of the expenses of the dispute, in accordance with the respective internal procedures of each Party.

3. This Article shall not apply to any dispute regarding the fact that it has occurred, nor to any action taken before the entry into force of this Agreement.

4. The Parties may choose by mutual agreement to use another investment dispute settlement mechanism or to set up a specific arbitration panel for the dispute.

5. In the event that a specific arbitration panel is constituted for each dispute, within two (2) months after receiving the request for arbitration through diplomatic channels, each Party shall appoint a member of the Arbitral Tribunal. The two members shall designate a third-country national who, after approval by both Parties, shall be appointed President of the Arbitral Tribunal. The president shall be appointed within two (2) months of the appointment of the two other members of the Arbitral Tribunal.

6. If, within the time limits specified in paragraph 5 of this Article, the necessary appointments have not been made, either Party may request 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 one of the Parties or is prevented from exercising that function, the Deputy President will be invited to make the necessary appointments. If the Vice-President of the International Court of Justice is a national of one of the Parties or is prevented from exercising that function, the most senior member of the International Court of Justice who is not a national of either Party shall be invited to perform the designations required.

7. The Arbitrators:

(a) Shall have the necessary experience or expertise in public international law, international investment rules or international trade law, or in the settlement of disputes arising in connection with international investment agreements or international trade agreements;

(b) Shall be independent and not bound by either Party or accept instructions from either Party; and

(c) Comply with the World Trade Organization's "Rules of Conduct for the Implementation of the Dispute Settlement Understanding" and WTO dispute settlement procedures and procedures (WTO/DSB/RC/1 of 11 December 1996), or any other standard of conduct established by the Joint Committee.

8. The Arbitral Tribunal shall determine its own rules of procedure. The Arbitral Tribunal shall make its decision by majority vote. Their decisions will be binding on both parties. Unless otherwise agreed, the decision of the Arbitral Tribunal shall be rendered within six (6) months after the appointment of the President, in accordance with paragraphs 5 and 6 of this Article.

9. The decision of the Arbitral Tribunal shall be final and binding upon the Parties, which shall comply with it without delay.

10. The Joint Committee shall adopt the general rule for determining the remuneration of arbitrators, taking into account the practices of the competent international organizations. The Parties shall also bear the costs of arbitrators and other expenses of the proceedings, unless otherwise agreed.

## **Part IV. Agenda for Investment Cooperation and Facilitation**

### **Article 21. Investment Cooperation and Facilitation Agenda**

1. The Joint Committee will develop and discuss an Investment Cooperation and Facilitation Agenda on topics relevant to the promotion and enhancement of bilateral investments. The topics to be addressed initially and their objectives are listed in Annex I "Agenda for Investment Cooperation and Facilitation".

2. The agenda will be discussed between the competent governmental authorities of both Parties. The Joint Committee shall, as appropriate, invite other competent governmental authorities of both Parties to discuss the agenda.

3. The Parties shall submit to the Joint Committee the names of the governing bodies and their responsible official representatives who shall participate in the discussions of this Agenda.

## **Part V. General and Final Provisions**

### **Article 22. Entry Into Force, Duration, Amendments and Termination**

1. Neither the Joint Committee nor the National Focal Points or "Ombudsmen" shall replace existing diplomatic channels between the Parties.

2. This Agreement shall enter into force after the Parties have notified each other in writing that their respective internal procedures for the entry into force of this Agreement have been completed. The entry into force will be ninety (90) days after receipt of the last notification to that effect.

3. This Agreement will remain in effect for an initial period of ten (10) years. It will be automatically extended for consecutive periods of five (5) years unless, one (year) prior to the end of the term, one of the Parties notify the other Party in writing and through diplomatic channels of its intention to terminate this Agreement.

4. Without prejudice to its regular meetings, ten (10) years after the entry into force of this Agreement, the Joint Committee shall conduct a general review of its application and make recommendations as necessary.

5. This Agreement may be amended by mutual consent of both Parties. Such amendment shall enter into force in accordance with the procedures necessary for the entry into force of this Agreement provided for in paragraph 2 of this Article.

6. With respect to investments made prior to the termination of this Agreement, the provisions of Articles 1 to 20 of this Agreement shall remain in force for an additional period of two years from the date of expiry of this Agreement.

IN WITNESS WHEREOF, the undersigned representatives, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Brasilia on June 13, 2019, in two originals, in the Portuguese, Arabic and French languages, equally authentic. In case of any divergence of interpretation, the French version shall prevail.

FOR THE FEDERATIVE REPUBLIC OF BRAZIL

Ernesto Araújo

Minister for Foreign Affairs

Nasser Goldsmith

Minister for Foreign Affairs and International Cooperation

The discussion of the related topics below represents a first effort to strengthen cooperation and facilitate investment between the Parties and may be expanded and modified at any time by the Joint Committee according to mutual interests:

(a) Without prejudice to national law, each Party shall endeavor to assist investors of the other Party in complying with technical requirements and environmental standards;

(b) The Parties agree that access and transfer of technology should be carried out whenever possible and that this should contribute to the development of economic activity, trade in goods and services and productive investments.