Agreement between the Government of the Arab Republic of Egypt and the Government of the State of Qatar for the Reciprocal Promotion and Protection of Investments

The Government of Arab Republic of Egypt and the Government of the State of Qatar, hereinafter referred to as the "Contracting Parties".

Whereas both parties desire to expand and deepen the economic cooperation agreed between both Contracting Parties in the Trade Exchange, Economic and Technical Cooperation and Investment Promotion Agreement signed in the city of Cairo on 1/2/1990 for the interests of the two countries, in particular, to create suitable conditions for investments of investors of one Contracting Party in the territory of the other Contracting Party.

Recognizing their need to increase and protect investments of the investors of both countries and encouraging investments flows as well as individual initiatives in the commercial work for economic prosperity for both countries without breaching rules of the Unified Agreement for the Investment of Arab Capital in the Arab States within the scope of Arab League.

Have agreed upon the following:

Article 1. Definitions

For the purposes of this Agreement:

1. The term "Investment" means any kind of asset invested which includes, in particular but not limited to, the following:

(a) Movable and immovable property rights, and other related rights such mortgages, privileges rights, as well as bonds and other guarantees.

(b) Companies stocks, bonds, and shares in the ownership of companies.

(c) Intellectual and industrial property rights, including copyrights, invention patents, commercial trademarks, trade names, industrial designs, trade secrets, technological manufacturing operations, handicrafts knowledge, and goodwill.

(d) Concessions of commercial activities granted by law or contract which includes concessions to search for, cultivate, extract or exploit natural resources;

Any changes in the form in which the assets are invested do not change its qualification as an investment, provided that this modification does not breach the law of the Contracting Party in the territory where investment is made.

2. The term "revenues" means the amounts generated by the investment during a certain period of time and include in particular profits, proceeds, dividends, royalties, capital gains, and fees. The revenues of investment that are re-invested enjoy the same protection as the investment.

3. The term "investor" means:

(a) Any natural person who has the nationality of a Contracting Party according to its laws.

(b) Any legal person who has the form of a public, private or mixed company whatever its type, companies, a public institution, a public body, a society or an individual institution, or a project or any foundation established on a territory of a Contracting Party according to its applicable laws, or administered and controlled, whether directly or indirectly, by citizens from a Contracting Party.

(c) Any of both Contracting Parties.

4. The term "territory" means:

For the "Republic of Egypt":

The territory located within the borders of the Arab Republic of Egypt, its internal waters, territorial sea, and continental area, or exclusive economic zone, subject to the Egyptian sovereignty or its jurisdiction according to the rules of international law.

For the "State of Qatar":

The territory of the State of Qatar including its territorial waters and continental area over which the State of Qatar has jurisdiction and sovereign rights pursuant to Qatari and international law,

Article 2. Promotion and Protection of Investments

1. Both Contracting Parties agree to promote investments and create favourable conditions for investors of the other Contracting Party for the investment of capitals in its territory, and to accept such investments according to its laws and regulations.

2. Investments of investors of both Contracting Parties in all times shall be accorded fair and equitable treatment and enjoy full and sufficient protection in the territory of the Contracting Parties.

Article 3. Most Favored Nation Treatment

1. Investments of investors of both Contracting Parties in the territory of the other Contracting Party shall receive treatment which is fair treatment and not less favorable than the treatment received by investments of investors of a third party.

2. Investors from a Contracting Party whose investments have suffered losses due to war, an armed conflict, a revolution, a state of national emergency, revolt, insurrection, riots, or other similar incidents in the territory of the other Contracting Party, shall be accorded by the latter Contracting Party, as regards restitution, indemnification, compensation or other settlement, treatment no less favorable than that which the latter Contracting Party grants to investors of any third State, whichever is more favorable.

3. The most favored nation principle should not be interpreted in a manner that obliges a Contracting Party to grant investors and investments of the other Contracting Party the privileges resulting from the establishment of a customs or economic union, or its future establishment, or from a free trade zone, or a regional economic organization where one of the Contracting Parties is a member. This treatment also shall not extend to a privilege given by any of the Contracting Parties to investors from a third party pursuant to an agreement on avoidance of double taxation or any other reciprocal agreements concerning tax matters.

Article 4. Expropriation

Neither Contracting Parties shall take measuresof expropriation or nationalization against investment of any investor from the other Contracting Party except under the following conditions:

1. These measures are taken for the purpose of public interest in accordance with legal procedures.

2 These measures are non-discriminatory.

3. These measures are accompanied by the prompt payment of compensation, provided that the amount of compensation equals its real economic value at the time of announcing the decision of expropriation, that it is paid in a convertible currency for the Contracting Party, and that any delay in the payment of the compensation includes interest calculated in the rate announced by the Central Bank for the Contracting Party in the territory where this investment is made.

Article 5. Free Transfer

1. Both Contracting Parties shall permit according to its applicable laws and regulations and without unjustified delay, the transfer of the following in any convertible currency:

(a) Net profits and dividends, technical assistance and technical fees, interest, and other current income resulting from investments of investors of the other Contracting Party.

(b) Revenues from the sale, partial or total liquidation of any investment related to investors of the other Contracting Party.

(c) Funds dedicated for paying debts and loans undertaken by investors from a Contracting Party to investors from other Contracting Party which is considered an investment by the two parties.

(d) Incomes and gains of citizens and workers from any of both Contracting Parties who have work permits in investments in the territory of the other Contracting Party.

2. Rates of currency exchange applied on the transfers mentioned in paragraph 1 of this Article shall be the same rates of currency exchange prevailing at the time of exchange.

3. The Contracting Party who admitted investments in its territory shall grant to the transfers mentioned in paragraph 1 of this Article, the most favorable treatment granted to transfers resulting from investments of investors of any third party.

Article 6. Settlement of Disputes between a Contracting Party and an Investor of the other Contracting Party

1. Any legal dispute that directly arises from an investment between any of the Contracting Parties and investors of other party shall be settled amicably between the disputing parties.

2. If the dispute has not been settled within six months from the date in which it was notified in writing from any of the two parties; it shall be settled by request and choice of any of the two parties, in one of the following ways:

(a) Competent court in the territory of the Contracting Party where the investment is made.

(b) the International Centre for Settlement of Investment Disputes established by the Convention on the Settlement of Investment Disputes between States and Nationals of other States, signed in Washington on 18/3/1965.

(c) an ad-hoc arbitral tribunal

Once one of the abovementioned mechanisms to settle an investment dispute has been selected, the choice will be final.

3. An arbitral tribunal as stated in paragragph 2(c) of this Article shall be established as follows:

(a) Each party to the dispute appoints an arbitrator and the two selected arbitrators shall agree on the appointment of a third arbitrators, who is not a national of either Contracting Party to preside the tribunal.

All the appointments shall be made within two months from the date when any of the two parties receive a notice about the intention to present the dispute to an arbitral tribunal.

(b) If the appointments are not made within the specified period in the previous paragraph, any of the two parties, in absence of another agreement, is allowed to ask the Secretary-General of Permanent Court of Arbitration in The Hague to make the necessary appointments.

(c) The tribunal shall take its decisions by a majority of votes and its decisions are final and binding for the two parties and implemented according to its local laws. The tribunal shall make its decisions according to the provisions of this Agreement and the laws of the Contracting Party in which territory investment is made, and the rules of international law.

The tribunal shall determine its own procedures in line with the arbitration rules of the United Nations Commission for International Trade Law (UNCITRAL). Once issued, it may interpret its decision on a request from the two parties unless otherwise agreed between them. The place of arbitration shall be the headquarters of the Permanent Court for arbitration in The Hague (Netherlands).

4. The Contracting Party who has been a party to the dispute cannot at any stage of the conflict, make use of its immunity or hold that the claimant has been received compensation under an insurance contract that covers part of the damages or losses incurred.

Article 7. Settlement of Disputes between Both Contracting Parties

In observance of the provisions of the abovementioned Unified Agreement for the Investment of Arab Capital in the Arab States, disputes between both Contracting Parties shall be settled as follows:

1. In case there is any dispute related to interpretation or application of this Agreement, both Contracting Parties shall try to settle the disputes through negotiations.

2. If it is impossible to settle the disputes according to paragraph 1 above within six months from the date of starting

negotiations; one of the Contracting Parties may request the submission of the dispute to a special arbitral tribunal.

3. For the special arbitral tribunal each party shall appoint one arbitrator, and the two arbitrators shall select one person from a third party as a President of the arbitral tribunal. The arbitrators shall be appointed within three months and the president within five months as a maximum, from the date of reception of the notice of arbitration.

4. If it is not possible to appoint the special arbitral tribunal and in the absence of another agreement, it is possible for both Contracting Parties to request the President of the International Court of Justice to make the necessary appointments. In case he has the nationality of one of the Contracting Parties or cannot conduct such task for any reason, it is possible to request a member of the International Court of Justice who follows himin seniority and who does not has the nationality any of the Contracting Parties to make the necessary appointments.

5. The arbitral tribunal shall make its decisions based on the law and rules of this Agreement as well as the principles of international law.

6. The arbitral tribunal shall determine its own procedure. The tribunal shall take its decisions by a majority, and its decisions are final and binding on both Contracting Parties.

7. Each party concerned shall bear the expenses of its own arbitrator and its representation in the arbitral proceedings. The expenses related to the President as well as the other expenses shall be borne equally by both Parties, unless the arbitral tribunal decides otherwise according to special circumstances.

Article 8. Subrogation

If one of the Contracting Parties pays an amount to any of its investors pursuant to a guarantee granted to the investor, the other Contracting Party, notwithstanding the rights of the Contracting Party pursuant to Article 6, shall recognize the transfers of any right or claim from the investor to the first Contracting Party, which will replace the investor in its right or claims. The subrogation shall not exceed the transferred right or claim, the original right, or the decided claim from the mentioned investor.

Article 9. Scope of Application on Investments

This Agreement shall apply to existing investments made by investors from both Contracting Parties in the territory of the other Contracting Party according to its legislation, laws, and regulations before the entry into force of this Agreement. However, this agreement does not apply to disputes started before its entry into force.

Article 10. Entry Into Force, Duration, and Termination

1. This Agreement shall become effective after thirty days from the final notice indicating that both parties have fulfilled the constitutional requirements needed for its entry into force.

2. This Agreement shall remain in force for ten years and be renewed automatically for an identical period unless it is terminated according to paragraph 3 of this Article.

3. Either Contracting Party has the right to terminate this Agreement at the end of its period or any time after the expiration of the first ten years, prior written notification to the other Contracting Party at least one year before its expiration.

4. Concerning investments made before the termination of this agreement, all the rules from other articles of this Agreement shall remain valid for ten years from date of termination.

In witness whereof, this Agreement has been signed by the undersigned representatives of both parties under the authority of their governments.

Signed in Doha on 24 Shaaban 1420 Hijri corresponding to 2 December 1999 of two original copies for each of them.

For the Government of Arab Republic of Egypt

Amr Musa

Minister of Foreign Affairs

(Signed)

For the Government of Qatar

Hamad Bin Jassem Bin Jaber Al Thani

Minister of Foreign Affairs

(Signed)