# AGREEMENT BETWEEN THE GOVERNMENT OF THE STATE OF ISRAEL AND THE GOVERNMENT OF THE REPUBLIC OF ARMENIA FOR THE PROMOTION AND RECIPROCAL PROTECTION OF INVESTMENTS

The Government of the State of Israel and the Government of the Republic of Armenia (hereinafter: the "Contracting Parties"),

DESIRING to intensify economic cooperation to the mutual benefit of both countries,

INTENDING to create favorable conditions for greater investments by investors of either Contracting Party in the territory of the other Contracting Party, and

RECOGNIZING that the promotion and reciprocal protection of investments on the basis of the present Agreement will be conducive to the stimulation of individual business initiative and will increase prosperity in both States

HAVE AGREED as follows:

## Article 1. Definitions

For the purposes of the present Agreement:

1 The term "investments" shall comprise any kind of assets, implemented in accordance with the laws and regulations of the Contracting Party in whose territory the investment is made, including, but not limited to:

(a) Movable and immovable property, as well as any other rights in rem, in respect of every kind of asset;

(b) Rights derived from shares, bonds and other kinds of interests in companies;

(c) Claims to money, goodwill and other assets and to any performance having an economic value;

(d) Rights in the field of intellectual property, technical processes and know-how;

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

2 A change in the form in which assets are invested or reinvested, in accordance with the laws and regulations of the Contracting Party in whose territory the investment is made, does not affect their character as investments within the meaning of this Agreement.

3 The term "investor" shall comprise:

With the respect to investments made in the State of Israel:

(a) Natural persons who are nationals of the Republic of Armenia who are not also nationals or permanent residents of the State of Israel; or

(b) Companies including corporations, firms or associations incorporated or constituted in accordance with the law of the Republic of Armenia, which are not directly or indirectly controlled by nationals or permanent residents of the State of Israel.

With respect to investments made in the Republic of Armenia:

(a) Natural persons who are nationals of the State of Israel who are not also nationals of the Republic of Armenia; or

(b) Companies including corporations, firms or associations incorporated or constituted in accordance with the law of the

State of Israel, which are not directly or indirectly controlled by nationals or permanent residents of the Republic of Armenia.

4 The term "returns" shall comprise the amount yielded by an investment including, but not limited to: dividends, profits, sums received from the total or partial liquidation of an investment, interest, capital gains, royalties or fees.

5 The term "territory" shall mean with respect to each Contracting Party, the territory of that Contracting Party including the territorial sea, as well as the continental shelf and the exclusive economic zone over which that Contracting Party exercises sovereign rights or jurisdiction in conformity with international law.

## Article 2. Promotion and Protection of Investments

Each Contracting Party shall, in its territory, encourage and create favorable conditions for investments by investors of the other Contracting Party and, subject to its right to exercise the powers conferred by its laws, shall admit such investments.

Investments made by investors of each Contracting Party shall be accorded fair and equitable treatment and shall enjoy full protection and security in the territory of the other Contracting Party. Neither Contracting Party shall in any way impair by unreasonable or discriminatory measures the management, maintenance, use, enjoyment or disposal of investments in its territory of investors of the other Contracting Party.

## Article 3. Most Favored Nation and National Treatment

Neither Contracting Party shall, in its territory, subject investments or returns of investors of the other Contracting Party to treatment less favorable than that which it accords to investments or returns of its own investors or to investments or returns of investors of any third State.

Neither Contracting Party shall, in its territory, subject investors of the other Contracting Party, as regards their management, maintenance, use, enjoyment or disposal of their investments, to treatment less favorable than that which it accords to its own investors or to investors of any third State.

## Article 4. Compensation for Losses

Investors of one Contracting Party whose investments in the territory of the other Contracting Party suffer losses owing to war or other armed conflict, revolution, a state of national emergency, revolt, insurrection, riot or other such similar activity in the territory of the latter Contracting Party shall be accorded by the latter Contracting Party treatment, as regards restitution, indemnification, compensation or other settlement, no less favorable than that which the latter Contracting Party accords to its own investors or to investors of any third State. Resulting payments shall be freely transferable.

Without prejudice to paragraph (1) of this Article, investors of one Contracting Party who, in any of the situations referred to in that paragraph, suffer losses in the territory of the other Contracting Party, resulting from: (a) Requisitioning of their property by its forces or authorities, or

(b) Destruction of their property by its forces or authorities, which was not caused in combat action or was not required by the necessity of the situation, shall be accorded restitution or adequate compensation. Resulting payments shall be freely transferable.

## Article 5. Alienation

Investments of investors of either Contracting Party shall not be nationalized, expropriated or subjected to measures having effect equivalent to alienation, nationalization or expropriation (hereinafter: "alienation") in the territory of the other Contracting Party, except for a public purpose in accordance with the legislation of that Contracting Party on a non-discriminatory basis and against prompt, adequate, effective compensation. Such compensation shall amount to the market value of the investment alienated immediately before the expropriation or before the impending alienation became public knowledge, whichever is the earlier, shall include interest at the applicable rate provided by that Contracting Party until the date of payment, shall be made without delay be effectively realizable and be freely transferable. The investors affected shall have a right, under the law of the Contracting Party making alienation, to prompt review, by a judicial or other independent authority of that Contracting Party, of his or its case and of the valuation of his or its investment, in accordance with the principles set out in this paragraph.

Where a Contracting Party expropriates the assets of a company, within the meaning of Article 1 (3), which is incorporated or constituted under the law in force in its territory and in which investors of the other Contracting Party own shares, or

other ownership rights, it shall ensure that the provisions of paragraph (1) of this Article are applied to the extent necessary to guarantee prompt, adequate and effective compensation, in respect of their investment to such investors of the other Contracting Party who are owners of those shares or other ownership rights.

## Article 6. Repatriation of Investments and Returns

Each Contracting Party shall, in respect of investments, guarantee to investors of the other Contracting Party all the rights and benefits regarding the unrestricted transfer of their investments and returns which were in force on the day the current investment was implemented; provided, however, that the investor has complied with all his fiscal obligations and has fulfilled all the requirements of the exchange regulations. Transfers shall be effected without delay in the convertible currency in which the capital was originally invested or in any other convertible currency agreed by the investor and the Contracting Party concerned. Unless otherwise agreed by the investor, transfers shall be made at the rate of exchange applicable on the date of transfer pursuant to the exchange regulations in force.

In the event the exchange regulations of one Contracting Party are modified, that Contracting Party guarantees that no such modifications shall adversely affect the position of an investment which has already been admitted into the territory of that Contracting Party.

## Article 7. Exceptions

The provisions of this Agreement relative to the grant of treatment not less favorable than that accorded to the investors of either Contracting Party or of any third Sate shall not be construed so as to oblige one Contracting Party to extend to the investors of the other the benefit of any treatment, preference or privilege resulting from:

(a) Any international agreement or arrangement relating wholly or mainly to taxation or any domestic legislation relating wholly or mainly to taxation;

(b) Any existing or future customs union, free trade area agreement or similar international agreement to which either Contracting Party is or may become a party;

(c) The definitions of "investment" (Article 1, paragraph 1) and "reinvestment" (Article 1, paragraph 2) and the provisions of Article 6 contained in Agreements entered into by the State of Israel prior to January 1, 1992.

## Article 8. Reference to International Centre for Settlement of Investment Disputes

In the event the Republic of Armenia becomes a party to the Convention, each Contracting Party hereby consents to submit to the International Centre for the Settlement of Investment Disputes (hereinafter: the "Centre") for settlement by conciliation or arbitration under the Convention on the Settlement of Investment Disputes between States and Nationals of Other States opened for signature at Washington on 18 March 1965 (hereinafter and hereinabove: the "Convention") any legal dispute arising between that Contracting Party and an investor of the other Contracting Party concerning an investment of the latter in the territory of the former.

A company which is incorporated or constituted under the law in force in the territory of one Contracting Party and in which, before such a dispute arises, the majority of shares are owned by nationals or companies of the other Contracting Party shall, in accordance with Article 25(2)(b) of the Convention, be treated for the purposes of the Convention as a company of the other Contracting Party. If any such dispute should arise and cannot be resolved, amicably or otherwise, within three (3) months from written notification of the existence of the dispute, then the investor affected may institute conciliation or arbitration proceedings by addressing a request to that effect to the Secretary-General of the Centre, as provided in Article 28 or 36 respectively of the Convention. The Contracting Party which is a party to the dispute shall not raise as an objection at any stage of the proceedings or enforcement of an award the fact that the investor which is the other party to the dispute has received, in pursuance of an insurance contract, an indemnity in request of some or all of his or its losses. Neither Contracting Party shall pursue, through the diplomatic channel, any dispute referred to the Centre, unless: (a) The Secretary-General of the Centre or a conciliation commission or an arbitral tribunal constituted by it decides that the dispute is not within the jurisdiction of the Centre; or

(b) The other Contracting Party should fail to abide by or to comply with any award rendered by an arbitral tribunal.

Until such time as the Republic of Armenia becomes a party to the Convention, any dispute arising between one Contracting Party and an investor of the other Contracting Party which cannot be settled, amicably or otherwise, within six (6) months from written notification of a claim, shall be submitted, upon request, to an ad hoc arbitral tribunal. The tribunal shall be constituted pursuant to and shall operate in accordance with the guidelines set out in Article 9 [paragraphs (3) – (5)].

## Article 9. Disputes between the Contracting Parties

Disputes between the Contracting Parties concerning the interpretation or application of this Agreement should, if possible, be settled through the diplomatic channel, which may include, if both Contracting Parties so desire, referral to a Bilateral Commission composed of representatives of both Contracting Parties.

If a dispute between the Contracting Parties cannot thus be settled within six (6) months from notification of the dispute, it shall, upon the request of either Contracting Party, be submitted to an arbitral tribunal. Such an arbitral tribunal shall be constituted for each individual case in the following way: Within two months of the receipt of the request for arbitration, each Contracting Party shall appoint one member of the tribunal. Those two members shall then select a national of a third State who, on approval by the two Contracting Parties, shall be appointed Chairman of the tribunal. The Chairman shall be appointed within two months from the date of appointment of the other two members. If within the periods specified in paragraph (3) of this Article, the necessary appointments have not been made, either Contracting Party may, in the absence of any other agreement, invite the Chairman of the Court of Arbitration of the International Chamber of Commerce in Paris (hereinafter: the "ICC") to make any necessary appointments. If the Chairman is a national of either Contracting Party or is otherwise prevented from discharging the said function, then one of the Vice-Chairmen who is not a national of either Contracting Party shall be invited to make the necessary appointments. The arbitral tribunal shall reach its decision by a majority of votes. Such decision shall be binding on both Contracting Parties. Each Contracting Party shall bear the cost of its own member of the tribunal and of its representation in the arbitral proceedings; the cost of the Chairman and the remaining costs shall be borne in equal parts by the Contracting Parties. The tribunal shall determine its own procedure.

## Article 10. Subrogation

If one Contracting Party or its designated Agency (hereinafter: the "First Contracting Party") makes a payment under an indemnity given in respect of an investment in the territory of the other Contracting Party (hereinafter: the "Second Contracting Party"), the Second Contracting Party shall recognize:

(a) The assignment to the First Contracting Party by law or by legal transaction of all the rights and claims of the party indemnified; and

(b) That the First Contracting Party is entitled to exercise such rights and enforce such claims by virtue of subrogation, to the same extent as the party indemnified, and shall assume the obligations related to the investment.

The First Contracting Party shall be entitled in all circumstances to: (a) The same treatment in respect of the rights, claims and obligations acquired by it, by virtue of the assignment; and

(b) Any payments received in pursuance of those rights and claims, as the party indemnified was entitled to receive by virtue of this Agreement, in respect of the investment concerned and its related returns.

## Article 11. Application of other Rules

If the provisions of law of either Contracting Party or obligations under international law existing at present or established hereafter between the Contracting Parties in addition to the present Agreement contain rules, whether general or specific, entitling investments by investors one Contracting Party to a treatment more favorable than is provided for by the present Agreement, such rules shall to the extent that they are more favorable prevail over the present Agreement.

## Article 12. Application of the Agreement

The provisions of this Agreement shall apply to investments made on or before the entry into force of this Agreement

## Article 13. Entry Into Force

Each Contracting Party shall notify the other Contracting Party in writing through the diplomatic channel of the completion of its internal legal procedures required for bringing this Agreement into force. This Agreement shall enter into force on the date of the latter notification.

## Article 14. Duration and Termination

This Agreement shall remain in force for a period of ten (10) years. Thereafter it shall continue in force until the expiration of twelve (12) months from the date on which either Contracting Party shall have given written notice of termination to the

other. In respect of investments made while this Agreement is in force, its provisions shall continue in effect with respect to such investments for a period of ten (10) years after the date of termination and without prejudice to the application thereafter of the rules of general international law.

In witness whereof the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement.

Done in Jerusalem on January 19, 2000, in duplicate in Armenian, Hebrew and English languages, all texts being equally authentic.

In case of differences in interpretation the English text shall prevail.

For the Government of the State of Israel

For the Government of the Republic of Armenia