

**Agreement on the Promotion and Protection of Investments
between the Government of the Kingdom of Morocco and the Government of Qatar**

The Government of the Kingdom of Morocco and the Government of Qatar, referred to hereinafter as the Contracting Parties;

Desiring to enhance their economic and financial cooperation and create suitable conditions to encourage investors of one of the Contracting Parties to invest in the territory of the other Contracting Party in a way that serves the common interests and mutual benefits of the two fraternal nations;

Realizing the need to protect the investments of each of the Contracting Parties with the other Contracting Party, in an effort to stimulate and increase the flow of investments business between them in a manner that effectively contributes to their prosperity;

Have agreed as follows:

Article 1

Definitions

In implementing the provisions of this agreement, the following terms and expressions shall have the meanings indicated next to each of them, unless the context requires a different meaning:

1) The term “investment” means every kind of asset and every direct or indirect participation that investors of one of the Contracting Parties invest in the territory of the other Contracting Party, in accordance with to its laws and regulations, including but not limited to:

A - Movable and immovable property, real estate such as mortgages, property mortgages, guarantees, liens and usufruct rights, and other in-kind rights.

B - Stocks, shares, securities and bonds in companies.

C- Obligations and debts as well as services under a contract.

D - Intellectual and industrial property rights, including copyrights, patents, trademarks, trade names, industrial designs, process rights, technical expertise and reputational rights, In addition to trade and business secrets.

E - Commercial concessions granted by law or under contract, including contracts and concessions for the exploration, extraction and exploitation of natural resources.

Taking into account that any alteration in the legal form of the invested or reinvested assets does not affect their character as investments, as meant under this agreement.

These investments shall be made in accordance with the laws and regulations in force in the Host State.

2) The term “Investor” means:

A- Every natural person holding a Moroccan or a Qatari nationality in accordance with Moroccan or Qatari legislation, and who invests in the territory of the other Contracting Party.

B - Every legal person (legal entity) whose headquarters are located in the territory of the Kingdom of Morocco or the State of Qatar, established in accordance with Moroccan or Qatari legislation, and invests in the territory of the other Contracting Party.

C – Every legal entity established in accordance with the legislation of any other state, and is under direct or indirect control of citizens of either of the Contracting Parties, or a legal entity whose headquarters and actual economic activities are located in the territory of that Contracting Party.

D – The term “investor” also includes every kind of investment made by the Government of the Kingdom of Morocco in the territory of the State of Qatar, as well as by the Government of the State of Qatar in the territory of the Kingdom of Morocco.

3 – The term “Returns” means the net amounts of taxes that an investment yields during a certain period, such as dividends, interest, royalties or fees, and any other legal income.

4 – The term “territory” means:

A – For the Kingdom of Morocco: the territory of the Kingdom of Morocco including any maritime area situated beyond the territorial waters of the Kingdom of Morocco and which has been or might be subsequently designated by the legislation of the Kingdom of Morocco, in accordance with international law, as an area within which the rights of the Kingdom of Morocco concerning the marine seabed or the subsoil and natural resources may be exercised.

B) for the State of Qatar: the territory of the state of Qatar including its regional water and continental area under the rule of the state of Qatar, in accordance with its own laws as well as international law, sovereignty rights and judicial authority.

Article 2

Promotion and Protection of Investments

1 – Each Contracting Party shall encourage investors of the other Contracting Party to invest capital in its territory, and shall admit such investments in accordance with its laws and regulations.

Expanding, altering or converting an investment, in accordance with the laws and regulations in force in the host state, shall be considered a new investment.

2- Investments of investors of either Contracting Party established in the territory of the other Contracting Party shall enjoy fair and equitable treatment by the latter. Except for the measures necessary to maintain public order, these investments shall enjoy complete and full protection and security.

Each Contracting Party commits to ensure that investments made by investors of the other Contracting Party in its territory, and their management, maintenance, use or disposal, shall not be impaired as a result of arbitrary or discriminatory measures.

Investment returns and, in the event of their reinvestment in accordance with the regulations of one Contracting Party, shall enjoy the same protection as the original investment.

3 - Each Contracting Party shall grant the necessary facilities and permits for the entrance, exit, residence and work of investors and persons whose work is permanently or temporarily related to an investment such as experts, administrative and technical staff and workers in, accordance with the applicable laws and regulations of the host country.

Article 3

Treatment of Investments

1- Each Contracting Party shall accord to investments of the other Contracting Party in its territory fair and equitable treatment no less favorable than that accorded to investments of its own investors, or to investments of the most favored nation, if this latter treatment is more favorable.

Each Contracting Party shall also accord to investors of the other Contracting Party in its territory, with regard to the activities related to their investments, treatment no less favorable than that accorded to its own investors, or to investors of the most favored nation. The most favorable treatment shall be accorded.

2- The most favored nation treatment does not include privileges granted by a Contracting Party to the investors of a third country pursuant to its participation or accession to a free trade area, customs union, economic union, common market or any other form of regional economic organization or a similar international agreement, an agreement for the avoidance of double taxation or any other agreement on tax matters.

Article 4

Expropriation and Compensation

1- Measures of nationalization and expropriation, or any other measure having the same effect or the same nature (hereinafter referred to as expropriation), which can be taken by the authorities of either Contracting Party towards investments made by investors of the other Party, shall not be discriminatory, arbitrary or other than for reasons of public interest.

2 The Contracting Party taking such measures shall pay the right holder without undue delay a fair and equitable compensation equal to the real market value of the investment concerned on the day before the date on which the measures were taken or made publicly known.

3 – Before or upon expropriation the necessary measures shall be taken to determine and pay the compensation. In the event of a delay in paying the compensation, interest shall be applied at the market rate, starting from the date the compensation was due. The compensation shall be paid in a convertible currency and freely transferable.

Article 5

Compensation for Losses

Investors of either Contracting Party whose investment suffered losses as a result of war, armed conflict, revolution, state of emergency, revolt, insurrection or other similar events in the territory of the other Contracting Party shall enjoy treatment that is no less favorable than that given to their own investors or to investors of the most favored nation, with regards to reparations (restitution), compensation, bonuses or any other compensation. The most favorable treatment shall be accorded.

Article 6

Transfers

1 - Each Contracting Party in whose territory investments have been made by investors of the other Contracting Party shall guarantee to investors, after the fulfilment of tax obligations, the free transfer in a convertible currency and without undue delay of liquid assets associated with such investments and in particular:

A - Capital or additional amounts intended to maintain or increase the investment.

B - Profits, dividends, interests, royalties and other current income.

C - Amounts in payment of loans related to investment.

D - The proceeds from the total or partial liquidation of the investment.

E - Compensation due according to Articles (4) and (5) of this Agreement.

F - Wages and other remuneration accruing to citizens of one of the Contracting Parties and their workers who have been authorized to work in the territory of the other Contracting Party in respect of an investment, in accordance with the laws and regulations in force of both Contracting Parties.

2- The transfers referred to in Paragraph (1) shall be made at the exchange rate applicable on the date of the transfer pursuant to the exchange regulations in force.

3 - The guarantees provided for by this Article shall be not less than those accorded to investors of the most favored nation in similar situations.

Article 7

Subrogation

1- If under a legal or contractual guarantee covering non-commercial investment risks, compensation is paid to an investor of either Contracting Party, the other Contracting Party shall recognize the subrogation into the insurer of the rights of the investor indemnified.

2- In accordance with the guarantee given to the investment, the insurer concerned shall be entitled to claim all the rights that the investor might exercise if the insurer had not been subrogated.

3- Any dispute arising between one Contracting Party and the insurer who subrogated the investor of the other Contracting Party shall be settled in accordance with the provisions of Article (10) of this Agreement.

Article 8

Applicable Rules

If the legislation of either Contracting Party, their obligations under international law or any arrangements from a later date between the Contracting Parties, include provisions, whether general or specific, that grant investments of investors of the other Contracting Party more favorable treatment than the one granted by the current Agreement, the more favorable provisions may be applied.

Article 9

Special Obligations

1- Investors of either Contracting Party may enter into private commitments with the other Contracting Party, as long as these commitments do not conflict with the provisions of this Agreement. Investments made under these commitments shall be subject to the provisions of this Agreement.

2- Each of the Contracting Parties shall observe any commitments they have entered into in respect to investors of the other Contracting Party.

Article 10

Settlement of Investment Disputes

1- Any investment dispute between a Contracting Party and an investor of the other Contracting Party shall be settled amicably.

2- If this dispute is not settled amicably within six months from the date of the written notification by either Party to the dispute, it shall be submitted, upon the request and choice of either Party, to one of the following:

A - the competent court of the Contracting Party in whose territory the investment has been 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, open for signature at Washington, on 18 March 1965, provided that both Parties are parties to the Convention.

C - the additional facility for administering reconciliation and arbitration procedures by the International Center for Settlement of Investment Disputes, issued by its Board of Directors on 9/27/1978.

D – an ad hoc arbitration tribunal, to be constituted as follows:

A) Each of the parties to the dispute shall appoint an arbitrator, and the two arbitrators shall, by mutual agreement, choose a national of a third country to preside over the arbitration panel. Arbitrators must be appointed within three months from the date on which one of the Parties receives from the other Party a notification on their intention to submit the dispute to arbitration.

B) If the appointments are not made within the periods specified above, either Party may, in the absence of any other agreement, request the Secretary General of the Permanent Court of Arbitration at The Hague to make the necessary appointments.

C) The tribunal shall reach its decisions by majority vote. Its decisions shall be final and binding on both Parties and implemented in accordance with local legislation. The tribunal shall decide on the basis of the provisions of this Agreement, the laws of the Contracting Party in whose territory the investment has been made, and the principles of International Law.

The tribunal shall determine its own procedures in accordance with the principles of International Law. Upon the request of either Contracting Party, the tribunal shall interpret its award, unless otherwise agreed by the Contracting Parties. The arbitration shall take place at the seat of the Permanent Court of Arbitration in The Hague (Netherlands).

3- Once one of the Parties to the dispute chooses one of the mechanisms mentioned in Paragraph 2 of this Article, neither Party may choose any other mechanism.

4- Neither of the Contracting Parties can adhere to their immunity as a defense or raise an objection, at any stage of the arbitration proceedings, on account of the fact that the investor has received compensation covering all or part of its losses by virtue of an insurance policy.

Article 11

Settlement of Disputes between the Contracting Parties

1- Disputes between the Contracting Parties regarding the interpretation, implementation or termination of this Agreement shall be settled, as far as possible, by diplomatic channels.

2- If the dispute is not settled within six months from the date it was raised by either Contracting Party, it may be submitted, upon the request of either Party, to an arbitration tribunal.

3- the tribunal shall be constituted, in each case, in the following manner:

Each Contracting Party shall appoints one arbitrator. These arbitrators shall, by mutual agreement, appoint a third arbitrator who shall be a citizen of a third country, to preside over the arbitration panel

Arbitrators must be appointed within three months from the date on which one of the Parties receives from the other Party a notification on their intention to submit the dispute to arbitration.

4- If the arbitral tribunal is not appointed in accordance with the procedures stipulated in Article 3, either of the Contracting Parties, in the absence of any other agreement, shall invite the President of the International Court of Justice to make the necessary appointments. If the President of the Court is a national of either of the Contracting Parties or if they are unable to perform this function, the Vice-President shall be invited to make the necessary appointments, as long as they are not a national of either of the Contracting Parties. if the Vice-President is prevented from performing this task, or if they are a national of either Contracting Party, the most senior member of the International Court of Justice who is not a national of either Party shall be invited to make the appointments, provided that they are not a national of one of the Contracting Parties.

5- The arbitral tribunal shall make its decisions by majority vote. Its decisions shall be final and legally binding on both Contracting Parties, and decided in accordance with the provisions of this Agreement and the principles of International Law.

6- The tribunal shall determine its own procedures, and, upon the request of either Contracting Party, shall interpret its award. The arbitration shall take place at the seat of the Permanent Court of Arbitration in The Hague (Netherlands).

7- Unless otherwise agreed, Each Contracting Party shall bear the costs of its own arbitrator and representation in the arbitration procedures. The cost of the Chairperson and the remaining costs shall be borne in equal parts by the Contracting Parties.

Article 12

Scope of Application of the Agreement

This Agreement shall apply to all investments of investors of one Contracting Parties in the territory of the other Contracting Party, made before its entry into force, in accordance with the laws and regulations of the latter. However, this Agreement shall not apply to any disputes that have arisen before its entry into force.

Article (13)

Final provisions

1- Both Contracting Parties shall ratify this Agreement. The Agreement shall enter into force thirty days after the date of receiving the last notification on the fulfilment of the constitutional procedures by the two Contracting Parties in their respective countries.

The Agreement will remain in force for a period of ten years. After the expiration of this period, the Agreement shall be renewed for an indefinite period, and may be terminated at any time by either of Contracting Party, by written notice of (6) months prior.

2- In the event of an official notice of termination of this Agreement, the provisions of Articles (1) to (12) shall remain in force for a period of ten years in regards to investments made prior to its termination.

Done and signed in Doha on 4 Dhu al-Qa'dah 1419 AH, corresponding to 20 February 1999, in two originals in Arabic, both texts being equally authentic.

For the Government of the Kingdom of Morocco

For the Government of the State of Qatar