de la Charte des Nations Unies. Elle doit également notifier l'autre Partie de l'accomplissement de cette procédure et de son numéro d'enregistrement.

(1) Dans le cas de la République Portugaise, cela comprend les mesures adoptées, maintenues et appliquées par l'UE.
(2) Pour éviter toute ambiguïté, il est entendu que les Parties considèrent que le terme «mesures» inclut l'omission.
(3) «Pour éviter toute ambiguïté, dans le cas de la République Portugaise, il est entendu que l'expression 'droit interne' inclut 'droit européen'.»

Fait à Abijan, le 13 Juin 2019, en deux exemplaires originaux en langues portugaise, française et anglaise, tous les textes faisant également foi. En cas de divergences d'interprétation, le texte anglais prévaudra.

En foi de quoi, les soussignés, dûment autorisés à cet effet, ont signé cet Accord.

Pour la République Portugaise:

Eurico Brilhante Dias, Secrétaire d'Etat pour l'Internationalisation.

Pour la République de Côte d'Ivoire:

Marcel Amon-Tanoh, Ministre des Affaires Etrangères.

AGREEMENT BETWEEN THE PORTUGUESE REPUBLIC AND THE REPUBLIC OF CÔTE D'IVOIRE FOR THE RECIPROCAL PROMOTION AND PROTECTION OF INVESTMENTS

The Portuguese Republic and the Republic of Côte d'Ivoire, hereinafter referred to as "the Parties":

Desiring to intensify economic cooperation between the two States;
Intending to create favourable conditions for investments by investors of one Party in the territory of the other Party based on the principles of equality and mutual benefit;
Recognising that the reciprocal promotion and protection of investments under this Agreement will contribute to stimulate of the sustainable economic development in both States;
Reaffirming the international obligations and commitments concerning respect for human rights;
Committed to achieving these objectives in a manner consistent with the protection of health, safety, the environment and the promotion of internationally recognised labour standards:

Have agreed as follows:

CHAPTER I

General provisions

Article 1

Purpose

This Agreement establishes the framework of principles and rules for the reciprocal promotion and protection of investments that the Parties shall provide to the investors as well as to the investments that have been or will be made in the territory of the other Party.

Article 2

Scope

This Agreement shall apply to all investments, whether made before or after its entry into force, by investors of either Party in the territory of the other Party, in accordance with the applicable law of that Party, but shall not apply to any dispute regarding facts that occurred before its entry into force.

Article 3

Definitions

For the purposes of this Agreement:

i) "Investment" shall mean every kind of asset owned or controlled, directly or indirectly, by investors of one Party in the territory of the other Party, in accordance with the law in force in the latter, which has the characteristics of an investment, such as the commitment of capital or other resources, the expectation of gain or profit, or the assumption of risk and includes in particular, though not exclusively:

a) Movable and immovable property, as well as any other rights in rem, such as mortgages, liens and pledges;

b) Shares in and stock and debentures of a company or any other equity securities of a company, as well as any other kind of participation in a company and/or economic interest arising from the respective activity;

c) Claims to money or any other performance having an economic value;

d) Intellectual property rights such as copyrights, patents, utility models, industrial designs, trademarks, trade names, trade and industrial secrets, technical processes, know-how and goodwill;

e) Concessions conferred by law, under contract or by administrative decision issued by a competent public authority, including any concession to search for, extract or exploit natural resources;

f) Assets made available to the lease under a lease contract in the territory of one Party, in accordance with its respective legislation.

Investment does not include public debt issued by one of the Parties or by a public entity of a Party;

Any change in the form in which assets are invested does not affect their character as investments, provided that it has been made in accordance with the legislation of the Party within whose territory the investments are made;

ii) "Investor" shall mean any person of one Party investing in the territory of the other Party, in accordance with its applicable law, who is either;

a) A "natural person" having the nationality of either Party, in accordance with their respective legislation; or

b) A "legal person", an entity with legal personality which has its effective seat in the territory of one Party and is incorporated or constituted under the law in force in that Party, such as commercial companies, corporations, foundations and associations;

iii) "Returns" shall mean the amounts yielded by an investment over a given period, and in particular, though not exclusively, includes profits, dividends, interests, royalties, payments for technical assistance or other types of investment returns, and:

a) In the event of the reinvestment of the investment returns covered by the definition referred above, the returns therefrom are also considered to be returns related to the first investment;

b) The returns from the investment shall enjoy the same protection as the investment;

iv) "Territory" shall mean the territory on which the Parties exercise sovereign rights or jurisdiction, in accordance with international law and their respective national law, including land territory, territorial sea and the air space above them, as well as the maritime areas adjacent to the territorial sea, the seabed and subsoil thereof;

v) "Measure" includes a law, regulation, rule, procedure, decision, administrative action, requirement, or any other form of practice by a Party;

vi) "Prudential reasons" includes ensuring the integrity and stability of the financial system, as well as the maintenance of the safety, soundness, integrity, or financial responsibility of individual

financial institutions, and the maintenance of the safety and financial and operational integrity of payment and clearing systems.

Article 4

Promotion and admission of investment

1 — Each Party shall encourage the making of investments by investors of the other Party in its territory and shall admit such investments in accordance with its legislation.

2 — The Parties, within the framework of their domestic law and in relation to investments made by investors of a Party in the territory of the other Party, shall give due consideration to the expeditious treatment of requests to enter and stay in their territories.

Article 5

Protection of investment

1 — Each Party shall accord in its territory to covered investments of the other Party and to investors with respect to their covered investments fair and equitable treatment and full protection and security in accordance with paragraphs 2 through 6.

2 — A Party breaches the obligation of fair and equitable treatment referenced in paragraph 1 where a measure or a series of measures constitutes:

a) Denial of justice in criminal, civil or administrative proceedings; or

b) Fundamental breach of due process, including a fundamental breach of transparency and obstacles to effective access to justice, in judicial and administrative proceedings; or

c) Manifest arbitrariness; or

d) Targeted discrimination on manifestly wrongful grounds, such as gender, race or religious belief; or

e) Harassment, coercion, abuse of power or similar bad faith conduct.

3 — When applying the above fair and equitable treatment obligation, a tribunal may take into account whether a Party made a specific representation to an investor to induce an investment, that created a legitimate expectation, and upon which the investor relied in deciding to make or maintain the investment, but that the Party subsequently frustrated.

4 — For greater certainty, "full protection and security" refers to the Party's obligations relating to physical security of investors and investments.

5 — Neither Party shall in any way impair by unreasonable, arbitrary or discriminatory measures the management, maintenance, use, enjoyment or disposal of investments in its territory of investors of the other Party.

6 — For greater certainty, a breach of another provision of this Agreement, or of any other international agreement, does not constitute a breach of this article.

Article 6

Right to Regulate

1 — Each Party retains the right to adopt, maintain and enforce measures necessary to pursue legitimate policy objectives ([1]) such as protecting society, the environment and public health, consumer protection, ensuring the integrity and stability of the financial system, promoting public security and safety, and promoting and protecting cultural diversity.

2 — For greater certainty, the mere fact that a Party regulates, including through a modification to its laws, in a manner which negatively affects an investment or interferes with an investor's expectations, including its expectations of profits, does not amount to a breach of an obligation under this Agreement.

3 — Nothing in this Agreement shall prevent a Party from adopting or maintaining reasonable measures for prudential reasons, including:

a) The protection of investors, depositors, policy holders, policy claimants, as well as financial market participants, or persons to whom a fiduciary duty is owed by a financial institution;
b) The maintenance of the safety, soundness, integrity or financial responsibility of financial institutions;
c) Ensuring the integrity and stability of a Party's financial system.

4 — For greater certainty, and subject to Paragraph 5, a Party's decision not to issue, renew or maintain a subsidy:

a) In the absence of any specific commitment under law or contract to issue, renew, or maintain that subsidy; or
b) In accordance with any terms or conditions attached to the issuance, renewal or maintenance of the subsidy,

shall not constitute a breach of the provisions of this Agreement.
5 — A Party shall not be prevented from discontinuing the granting of a subsidy and/or requesting its reimbursement, or required to compensate the investor therefor, where such action has been ordered by one of its competent authorities.

Article 7

National treatment

Neither Party shall in its territory subject the investors of the other Party, as regards the management, enjoyment, use, maintenance and disposal of their investments, to treatment less favourable than that which it accords to its own investors and their investments.

Article 8

Most-favoured-nation treatment

1 — Neither Party shall in its territory subject the investors of the other Party, as regards the management, enjoyment, maintenance, use or disposal of their investments, to treatment less favourable than that which it accords to the investors and their investments of any third State.
2 — For greater certainty, the treatment referred to in Paragraph 1 does not include investor-to-state dispute settlement procedures provided for in other international investment treaties and other trade agreements. Substantive obligations in other international investment treaties and other trade agreements do not in themselves constitute "treatment", and thus cannot give rise to a breach of this Article, absent measures ([2]) adopted by a Party pursuant to such obligations.

Article 9

Exceptions

1 — No provision of this Agreement shall be construed as to prevent a Party from fulfilling its obligations as a member of an economic integration agreement such as a free trade area, customs union, common market, economic community, monetary union, or similar international agreement e. g. the European Union, or as to oblige a Party to extend to the investors of the other Party and to their investments the present or future benefit of any treatment, preference or privilege by virtue of its membership in such an agreement.
2 — The provisions of articles 7 and 8 shall not be construed so as to oblige one Party to extend to the investors of the other Party the benefit of any treatment, preference or privilege which may result from bilateral or multilateral agreements of a regional nature or not, relating to taxation, namely those which aim to avoid double taxation.

3 — The Parties consider that the provisions of this Agreement do not affect the right of either Party to apply the relevant provisions of their tax law which distinguish between taxpayers who are not in the same situation with regard to their place of residence or with regard to the place where their capital is invested.

Article 10

Application of other rules

1 — If the provisions of law of either Party or obligations under international law, contain rules, whether general or specific, entitling investments made by investors of the other Party to a treatment more favourable than that which is covered and provided for by this Agreement, such rules shall prevail.

2 — Each Party shall observe any other obligations undertaken with regard to investments made in its territory by investors of the other Party and which are not included in this Agreement.

Article 11

Expropriation

1 — Investments made by investors of either Party in the territory of the other Party shall not be expropriated, directly or indirectly, nationalised or subjected to any other measure tantamount to expropriation or nationalisation (hereinafter referred to as "expropriation") except for a public purpose, on a non-discriminatory basis, in accordance with the applicable law and against prompt, adequate and effective compensation.

2 — The compensation referred to in the preceding paragraph shall amount to the real value of the expropriated investment immediately before the expropriation or before the impending expropriation became public knowledge, whichever is the earlier, and taking into account the following:

a) The real value corresponds to the market value or other value that shall be determined in accordance with legal or generally accepted valuation principles and methods for the investments in question;

b) The compensation shall include interests at a rate agreed by the investor and the host State or, in the absence of such agreement, at a commercial rate established on a market basis for the currency of payment, from the date of expropriation until the date of the final payment;

c) The compensation provided for in this article shall be made without delay, be effectively realizable and be freely transferable into a convertible currency at the rate of exchange applicable on the date of transfer in the Party within whose territory the investment is made.

3 — Any investor whose investment has been expropriated shall have a right, under the law of the Party making the expropriation, to prompt review, by a judicial or other competent authority of that Party, of his or its case and of the valuation of his or its investment, in accordance with the principles set out in this article.

4 — Except when a measure or series of measures proves to be manifestly excessive, the adoption by a Party of non-discriminatory measures of general application that are designed to protect legitimate public objectives, such as protection of society, the environment and public health, the integrity and stability of the financial system, the promotion of security and safety, and the promotion and protection of cultural diversity, do not constitute indirect expropriation.

Article 12

Compensation for losses

1 — Investors of one Party whose investments suffer losses in the territory of the other Party owing to war or other armed conflict, revolution, a state of national emergency or other similar events under international law, shall be accorded by the latter Party treatment, as regards restitution, compensation, indemnification or other relevant factors, no less favourable than that which the

latter Party accords to investments of its own investors or to those of investors of any third State, whichever is more favourable.

2 — Without prejudice to paragraph (1) of this article, investors of one Party who in any of the situations referred to in that paragraph suffer losses in the territory of the other Party resulting from the requisitioning or destruction of their property investments by its authorities, which were not caused in combat action or were not required by the necessity of the situation, shall be accorded by that Party restitution, compensation, indemnification or other forms of reparation on conditions no less favourable than those it accords to its own investors or to the investors of any third State.

3 — The payments provided for in this article shall be freely and without delay transferable into a convertible currency at the rate of exchange applicable on the date of transfer in the Party within whose territory the investment is made.

4 — In the case of the restitution of a movable asset, it should be made within a reasonable period of time at the end of which compensation shall be paid pursuant to the preceding paragraph.

Article 13

Transfers

1 — Each Party shall, subject to its applicable law, guarantee to investors of the other Party the free transfer of payments related to their investments, in particular, though not exclusively:

a) Initial capital and additional amounts necessary to maintain or increase the investments;

b) The returns defined in article 3 (*iii*) of this Agreement;

c) The amounts necessary for the loan servicing, repayment and amortization considered by both Parties as investments;

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

e) Compensation or other payments referred to in articles 11 and 12 of this Agreement;

f) Any initial payments made on behalf of the investor under article 14 of this Agreement;

g) The salaries earned by foreign workers dully authorised to work, in connection with the investment in the territory of the other Party.

2 — The transfers provided for in this article shall be made without delay, into a convertible currency at the rate of exchange applicable on the date of transfer in the Party within whose territory the investment is made.

3 — In the absence of a market for foreign exchange, the rate to be used shall be the most recent exchange rate for conversion of currencies into Special Drawing Rights as defined by the International Monetary Fund.

4 — For the purposes of this article, a transfer shall be deemed to be done "without delay" when it is made within the time limit normally necessary to accomplish the indispensable formalities, but in no case shall it exceed thirty (30) days from the date the transfer request is made.

5 — If the transfer is not made within the time limit specified in the preceding Paragraph, the defaulting Party shall pay interest at the commercial rate in force or, in its absence, the normally applicable rate in the territory of the Party where the investment is made, without prejudice to the right to use the dispute settlement mechanisms established in this Agreement.

6 — Nothing in this article shall be construed to prevent a Party from applying in an equitable and non-discriminatory manner and not in a way that would constitute a disguised restriction on transfers, its:

a) Laws and regulations on:

i) Bankruptcy, insolvency, restructuring, recovery, revitalization or the protection of rights of creditors or workers;

ii) The issuing, trading and dealing in securities, futures, options and derivatives;

iii) Criminal and administrative offences and criminal procedure rules, namely on the freezing of assets or evidences;

iv) Prevention of money laundering or terrorist financing on reports or records of transfer;
v) Reports or records of transfer;
vi) Tax and social security obligations; or

b) Orders, warrants, injunctions or judgements in administrative and adjudicatory proceedings.

Article 14

Subrogation

If one Party or its designated agency makes a payment under an indemnity given in respect of an investment made by one of its investors in the territory of the other Party, it is entitled to exercise such rights and enforce such claims by virtue of subrogation, to the same extent as the original investor.

Article 15

Transparency

1 — Each Party shall promptly publish, or otherwise make publicly available, its laws, regulations, procedures, as well as international agreements which may affect the investors or investments covered by the present Agreement.
2 — Each Party shall promptly respond to specific questions and provide, upon request, information to the other Party on any measures and matters covered by the present Agreement.
3 — No Party shall be required to furnish or allow access to information concerning particular investors or investments the disclosure of which would impede law enforcement or would be contrary to its laws and regulations protecting confidentiality.

Article 16

Measures related to the environment, health and labour rights

The Parties recognize that it is not appropriate to stimulate the investment in their territories by lowering their environmental, health or labour standards.

Article 17

Corporate social responsibility

Each Party shall encourage investors operating in their territory or subject to their jurisdiction to voluntarily incorporate in their activities internationally recognized corporate social responsibility standards, such as the OECD (Organisation for Economic Co-operation and Development) Guidelines for Multinational Enterprises.

CHAPTER II

Dispute settlement

Article 18

Governing law

1 — A tribunal established under this chapter shall decide the dispute in accordance with this Agreement and rules and principles of international law.
2 — The tribunal shall not have jurisdiction to determine the legality of a measure, alleged to constitute a breach of this Agreement, under the domestic law ([3]) of the disputing Party. For greater certainty, in determining the consistency of a measure with this Agreement, the Tribunal may consider, as appropriate, the domestic law of the disputing Party as a matter of fact. In doing so, the Tribunal

shall follow the prevailing interpretation given to the domestic law by the courts or authorities of that Party and any meaning given to domestic law by the Tribunal shall not be binding upon the courts or the authorities of that Party.

SECTION I

Disputes between the Parties

Article 19

Scope and standing

1 — Disputes between the Parties concerning the interpretation and application of this Agreement shall, as far as possible, be settled by negotiations through the diplomatic channel.

2 — If the dispute cannot be settled within six (6) months from the beginning of negotiations, it shall at the request in writing of either Party, through the diplomatic channel, be submitted to an ad hoc Arbitration Tribunal and shall be constituted as follows.

3 — The tribunal shall consist of three (3) arbitrators who shall be appointed as follows:

a) Within two (2) months of the receipt of the written request for arbitration, each Party shall appoint one arbitrator;

b) Within one month of their appointment, these two arbitrators shall jointly select a national of a third State with whom both Parties maintain diplomatic relations who will act as chairman of the tribunal.

4 — If within the periods specified in paragraph (3) of this article the necessary appointments have not been made, either Party may, in the absence of any other agreement, invite the President of the International Court of Justice to make those appointments.

5 — If the President is prevented from carrying out the said function or if he is a national of either Party, the Vice-President of the Court shall be invited to make the necessary appointments.

6 — If the Vice-President is equally prevented from carrying out the said function or if he is a national of either Party, the member of the Court next in seniority who is not prevented from discharging the said function and is not a national of either Party shall be invited to make the necessary appointments.

7 — The tribunal shall determine its own rules of procedure.

8 — The tribunal shall decide by a majority of votes and its decisions shall be final and binding on both Parties.

9 — In case of disagreement as to the meaning and scope of the decision, the tribunal shall interpret it at the request of either Party.

10 — Each Party shall bear the cost of the arbitrator it has appointed and of its representation in the arbitral proceedings.

11 — The cost of the chairman and the remaining costs shall be borne in equal parts by both Parties.

12 — The tribunal may decide on a different distribution of the costs.

SECTION II

Disputes between a Party and an investor of the other Party

Article 20

Means of settlement

1 — Any dispute which may arise between an investor of one Party and the other Party concerning an investment made by the former in the territory of the latter shall, as far as possible, be settled amicably.

2 — If such dispute cannot be settled in accordance with paragraph (1) of this article within a period of six (6) months from the beginning of the negotiations, the investor may submit the dispute to:

a) The national courts of the Party in whose territory the investment was made;

b) The International Centre for the Settlement of Investment Disputes (ICSID) for the settlement by conciliation or arbitration under the Convention on the Settlement of Investments Disputes between States and Nationals of other States, opened for signature at Washington DC on 18 March 1965 (ICSID Convention), if the Parties to the present Agreement are both Parties to the ICSID Convention;

c) The ICSID under the rules governing the Additional Facility for the Administration of Proceedings by the Secretariat of the ICSID, if a Party to the present Agreement, but not both, is Party to the ICSID Convention;

d) An ad hoc arbitration tribunal appointed by a special agreement between the Parties or established under the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL), where the appointment of the arbitrator that will act as chairman tribunal will, in case of disagreement by the parties, be appointed by the Secretary-General of the Permanent Court of Arbitration;

e) A sole arbitrator or an ad hoc arbitration tribunal under the rules of arbitration of the International Chamber of Commerce; or

f) Any other arbitration institution, or in accordance with any other arbitration rules, provided that the State which is a Party to the dispute expressly consents to it.

3 — A dispute may be submitted no later than five (5) years from the date the investor first acquired or should have acquired knowledge of the events which gave rise to the dispute.

4 — Each Party hereby gives its consent to the submission of a dispute to international arbitration referred to in paragraph (2) of this article, notwithstanding subparagraphs *d*) and *f*).

5 — There is no presumption of consent in what refers to the consolidation of claims in case of plurality of claimants.

6 — Without prejudice to paragraph (7), the decision to submit the dispute to any of the procedures referred to in paragraph (2) precludes the possibility to submit the claim through another means of settlement provided in that paragraph.

7 — Whenever the investor chooses to resolve the dispute through the national courts of the Party where the investment is made, and if no final decision has been rendered on the merits of the case, the investor may choose to put an end to the national proceedings and submit the dispute to any form of international arbitration referred to in paragraph (2) of this article by notifying the national court of this decision.

8 — The submission of the dispute to any form of international arbitration pursuant to paragraph (7) shall be made within two (2) years after the investor ceases to pursue the claim before the national courts and, in any event, no later than ten (10) years after the date on which the investor first acquired or should have acquired knowledge of the events which gave rise to the dispute.

9 — The State which is a party to the dispute shall not raise as an objection at any stage of the proceedings the fact that the investor has received in pursuance of an insurance contract an indemnity in respect of some or all of his losses.

10 — For greater certainty, an investor may not submit a claim to arbitration under this article where the investment has been made through fraudulent misrepresentation, concealment, corruption, or conduct amounting to an abuse of process.

11 — The State which is a party to the dispute may invoke *lis pendens*, which the court or the tribunal shall take into account.

12 — The UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration shall apply to any international arbitration proceedings initiated under this article.

13 — The tribunal shall condemn the claimant to the payment of costs deemed justified in case of determination by the tribunal that the claim was frivolous.

Article 21

Place of arbitration

1 — Any arbitration under this section shall, at the request of any party to the dispute, be held in a State that is party to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards signed in New York on 10 June 1958.

2 — Claims submitted to arbitration under this section shall be considered to arise out of a commercial relationship or transaction for purposes of article 1 of the New York Convention.

Article 22

Qualifications of the arbitrators

Arbitrators appointed pursuant to this section shall have expertise or experience in public international law, preferably in international investment law. It is desirable that they have expertise or experience in resolution of disputes arising under international investment agreements.

Article 23

Principles, duties and conduct rules

1 — Arbitrators and their staff and assistants shall be independent of, and not be affiliated with or take instructions from the claimant or the Host state or the government of a Party with regard to investment matters. Arbitrators shall not take instructions from any organization, government or disputing Party with regard to matters related to the dispute. They shall not participate in the consideration of any disputes that would create a direct or indirect conflict of interest. In so doing they shall comply with the International Bar Association Guidelines on Conflicts of Interest in International Arbitration.

2 — If a disputing party considers that an arbitrator has conflict of interest, it shall send a notice of challenge to the Secretary-General of the Permanent Court of Arbitration. The notice of challenge shall be sent within 15 days of the date the tribunal is fully constituted or the date on which the relevant facts came to its knowledge, if they could not have reasonably been known at the time of composition of the tribunal. The notice of challenge shall state the grounds for the challenge.

3 — The decision on any proposal to disqualify an arbitrator shall be taken within 45 days of receipt of the notice of challenge, provided that both disputing parties and the Arbitrator were given an opportunity to submit any observations.

4 — A vacancy resulting from the disqualification or resignation of an arbitrator shall be filled promptly.

Article 24

Awards and enforcement

1 — The awards shall be binding, but they may be subject to appeal or any other review procedure solely as provided by law and the applicable rules.

2 — Once the proceedings have ended and in case of non-compliance with the award, the Parties may exceptionally pursue through the diplomatic channel the dispute in order to ensure that the said award is enforced.

3 — Each Party shall provide, in its territory, for the effective enforcement of the arbitration awards.

Article 25

Multilateral dispute settlement mechanisms

1 — Upon the entry into force of an international agreement providing for a multilateral investment tribunal and/or a multilateral appellate mechanism applicable to disputes under this Agreement, the relevant parts of this Agreement shall cease to apply subject to the agreement of both Parties.

2 — Notwithstanding the preceding paragraph, investors may submit the dispute to the competent national courts of the Party in whose territory the investment was made.

3 — The new rules of the multilateral dispute settlement mechanism as set out in the first paragraph shall not be applicable to disputes already submitted pursuant to article 19 (2), unless agreed otherwise by the disputing Parties.

CHAPTER III

Final provisions

Article 26

Consultations

The Parties shall whenever necessary consult each other over issues of interpretation and application of this Agreement, on a date and at a place to be agreed upon through the diplomatic channel.

Article 27

Entry into force

This Agreement shall enter into force on the thirtieth day following the date of receipt of the later of the notifications in writing through the diplomatic channel, conveying the completion of the internal procedures of each Party required for that purpose.

Article 28

Amendments

1 — This Agreement may be amended at the request of either Party.

2 — The amendments shall enter into force in accordance with article 27 of this Agreement.

Article 29

Duration and termination

1 — This Agreement shall remain in force for an initial term of ten (10) years and shall be automatically renewed for successive periods of five (5) years.

2 — Either Party may terminate this Agreement by giving written notice through the diplomatic channel of its intention to do so at least twelve (12) months prior to the end of the current term.

2 — The termination shall become effective on the first day following the expiry of the current term.

3 — The provisions of articles 1 to 26 shall continue in effect with respect to investments made before the date of termination of this Agreement for a period of ten years after the date of termination.

Article 30

Registration

Upon the entry into force of this Agreement, the Party in whose territory it is signed shall transmit it to the Secretariat of the United Nations for registration, in accordance with article 102 of the Charter of the United Nations, and shall notify the other Party of the completion of this procedure as well as of its registration number.

([1]) In the case of the Portuguese Republic, it includes measures adopted, maintained and enforced by the EU.

([2]) For greater certainty, the Parties understand that the term “measures” includes failures to act.

([3]) “For greater certainty, for the Portuguese Republic, the term ‘domestic law’ includes ‘european law’.”

Done in duplicate at Abijan, on 13th June 2019, in the portuguese, french and english languages, all texts being equally authentic. In case of any difference in interpretation, the english text shall prevail.

In witness whereof, the undersigned duly authorized thereto, have signed this Agreement.

For the Portuguese Republic:

Eurico Brilhante Dias, Secretary of State for Internationalization.

For the Republic of Côte d'Ivoire:

Marcel Amon-Tanoh, Minister of Foreign Affairs.

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