

A g r e e m e n t

between

the Swiss Federal Council

and

the Government of the State of Qatar

on the Promotion and Reciprocal Protection

of Investments

The Swiss Federal Council and the Government of the State of Qatar,
hereinafter referred to as the Contracting Parties,

Desiring to intensify economic cooperation to the mutual benefit of both States,

Intending to create and maintain favourable conditions for investments by investors of one
Contracting Party in the territory of the other Contracting Party,

Recognizing the need to promote and protect foreign investments with the aim to foster the
economic prosperity of both States,

Have agreed as follows:

Article 1

Definitions

For the purpose of this Agreement, and unless otherwise stated in this Agreement:

- (1) The term "investor" refers with regard to either Contracting Party to:
 - (a) natural persons who, according to the law of that Contracting Party, are considered to be its nationals;
 - (b) legal entities, including companies, corporations, business associations and other organizations, which are established under the law of that Contracting Party, as well as legal entities not established under such law but effectively controlled by nationals or legal entities of that Contracting Party;
 - (c) the Government of that Contracting Party.
- (2) The term "investments" shall include every kind of asset and in particular:
 - (a) movable and immovable property as well as any other rights in rem, such as servitudes, mortgages, liens, pledges and usufructs;
 - (b) shares, parts or any other kind of participation in companies;
 - (c) claims to money or to any performance having an economic value;
 - (d) copyrights, industrial property rights (such as patents, utility models, industrial designs or models, trade or service marks, trade names, indications of origin), know-how and goodwill;
 - (e) concessions or similar rights conferred by law or under contract, including concessions to search for, extract or exploit natural resources.
- (3) The term "returns" means the amounts yielded by an investment and includes in particular, profits, interest, capital gains, dividends, royalties and fees.
- (4) The term "territory" means the territory of the Contracting Parties, including the maritime areas over which the State concerned may exercise, in accordance with national and international law, sovereign rights or jurisdiction.

Article 2

Scope of application

The present Agreement shall apply to investments in the territory of one Contracting Party made in accordance with its laws and regulations by investors of the other Contracting Party, whether prior to or after the entry into force of the Agreement.

Article 3

Promotion, admission

- (1) Each Contracting Party shall in its territory encourage investments by investors of the other Contracting Party and admit such investments in accordance with its laws and regulations.
- (2) Each Contracting Party shall facilitate, in accordance with its laws and regulations, the issuing of the necessary permits in connection with such an investment, including permits for the carrying out of licensing agreements and contracts for technical, commercial or administrative assistance, as well as authorizations required for the activities of consultants and experts.

Article 4

Protection, treatment

- (1) Investments and returns of investors of each Contracting Party shall at all times 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, expansion, or disposal of such investments.
- (2) Each Contracting Party shall in its territory accord investments or returns of investors of the other Contracting Party treatment not less favourable than that which it accords to investments or returns of its own investors or to investments or returns of investors of any third State, whichever is more favourable to the investor concerned.

- (3) Each Contracting Party shall in its territory accord investors of the other Contracting Party, as regards the management, maintenance, use, enjoyment or disposal of their investments, treatment not less favourable than that which it accords to its own investors or investors of any third State, whichever is more favourable to the investor concerned.
- (4) If a Contracting Party accords special advantages to investors of any third State by virtue of an agreement establishing a free trade area, a customs union or a common market or by virtue of an agreement on the avoidance of double taxation, it shall not be obliged to accord such advantages to investors of the other Contracting Party.

Article 5

Free transfer

- (1) Each Contracting Party shall grant investors of the other Contracting Party the transfer without delay in a freely convertible currency of payments in connection with an investment, particularly of:
 - (a) returns;
 - (b) payments relating to loans incurred, or other contractual obligations undertaken, for the investment;
 - (c) proceeds of the partial or total sale or liquidation of the investment, including possible increment values;
 - (d) earnings and other remuneration of personnel engaged from abroad in connection with the investment;
 - (e) the initial capital and additional amounts to maintain or increase the investment.
- (2) Unless otherwise agreed with the investor, transfers shall be made at the rate of exchange applicable on the date of transfer pursuant to the exchange regulations in force of the Contracting Party in whose territory the investment was made.

Article 6

Dispossession, compensation

- (1) Neither of the Contracting Parties shall take measures of expropriation, nationalisation or any other measures having the same nature or the same effect against investments of investors of the other Contracting Party, unless the measures are taken in the public interest, on a non discriminatory basis, and under due process of law, and provided that provisions be made for effective and adequate compensation. Such compensation shall amount to the market value of the investment expropriated immediately before the expropriatory action was taken or became public knowledge, whichever is earlier. The amount of the compensation shall carry the usual bank interest, from the date of dispossession until payment, shall be settled in a freely convertible currency and paid without delay to the person entitled thereto without regard to its residence or domicile.
- (2) The investors of one Contracting Party whose investments have suffered losses due to a war or any other armed conflict, revolution, state of national emergency or rebellion, which took place in the territory of the other Contracting Party shall benefit, on the part of the latter, from a treatment not less favourable than that granted to its own investors or those of any third State as regards restitution, indemnification, compensation or other settlement.

Article 7

Principle of subrogation

Where one Contracting Party has granted any financial guarantee against non-commercial risks in regard to an investment by one of its investors in the territory of the other Contracting Party, the latter shall recognize the rights of the first Contracting Party by virtue of the principle of subrogation to the rights of the investor when payment has been made under this guarantee by the first Contracting Party.

Article 8

Settlement of disputes between an investor of one Contracting Party and the other Contracting Party

- (1) Any legal dispute arising directly out of an investment between an investor of one Contracting Party and the other Contracting Party shall be settled amicably between the two parties concerned.
- (2) If the dispute has not been settled within a period of six months from the date at which it was raised in writing by a party to the dispute, it shall be submitted, at the request of either party, for settlement to the International Centre for the Settlement of Investment Disputes (ICSID) provided for by the Convention on the Settlement of Investment Disputes between States and Nationals of other States, done at Washington, on March 18, 1965.
- (3) In case the procedure mentioned in paragraph (2) above is not available, the dispute shall be settled by an ad hoc arbitral tribunal. Such tribunal shall be established as follows:
 - (a) Each party to the dispute shall appoint one arbitrator, and the two arbitrators thus appointed shall appoint by mutual agreement a third arbitrator, who must be a national of a third country and who shall be the chairman of the tribunal. All the arbitrators must be appointed within two months from the date of notification by one party to the other party of its intention to submit the dispute to arbitration.
 - (b) If within the period specified in subparagraph (a) above the necessary appointments have not been made, either party to the dispute may, in the absence of any other agreement, invite the chairman of the International Chamber of Commerce of Paris to make the necessary appointments.
 - (c) The tribunal shall set its rules of procedure in conformity with the Arbitration Rules of the United Nations Commission for International Trade Law (UNCITRAL). Unless otherwise agreed upon by the parties, the venue of

arbitration shall be the seat of the Permanent Court of Arbitration at the Hague (Netherlands).

- (d) The tribunal shall reach its decisions by a majority of votes. These decisions shall be taken in conformity with the provisions of this Agreement, the laws of the Contracting Party to the dispute and the principles of international law.
 - (e) Each party to the dispute shall bear the cost of the arbitrator it has appointed 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 parties to the dispute. The tribunal may, in particular circumstances, decide otherwise.
- (4) The arbitral award shall be final and binding upon the parties to the dispute and shall be executed according to domestic law.

Article 9

Disputes between the Contracting Parties

- (1) Disputes between the Contracting Parties regarding the interpretation or application of the provisions of this Agreement shall be settled through diplomatic channels.
- (2) If both Contracting Parties cannot reach an agreement within six months after the beginning of the dispute between themselves, the latter shall, upon request of either Contracting Party, be submitted to an arbitral tribunal of three members. Each Contracting Party shall appoint one arbitrator, and these two arbitrators shall appoint by mutual agreement a national of a third country who shall be designated as the chairman of the tribunal.
- (3) If one of the Contracting Parties has not appointed its arbitrator in the said tribunal and has not followed the invitation of the other Contracting Party to make that appointment within two months, the arbitrator shall be appointed upon the request of that Contracting Party by the President of the International Court of Justice.

- (4) If both arbitrators cannot reach an agreement about the choice of the chairman within two months after their appointment, the latter shall be appointed upon the request of either Contracting Party by the President of the International Court of Justice.
- (5) If, in the cases specified under paragraphs (3) and (4) of this Article, the President of the International Court of Justice is prevented from carrying out the said function or is a national of either Contracting Party, the appointment shall be made by the Vice-President, and if the latter is prevented or is a national of either Contracting Party, the appointment shall be made by the most senior Judge of the Court who is not a national of either Contracting Party.
- (6) The tribunal shall reach its decisions by a majority of votes. These decisions shall be final and binding upon the Contracting Parties. They shall be taken in conformity with the provisions of this Agreement and related principles of international law.
- (7) The tribunal shall set its own rules of procedure. It shall interpret its award at the request of either Contracting Party. In the absence of any other decision by the tribunal, the venue of arbitration shall be the seat of the Permanent Court of Arbitration at the Hague (Netherlands).
- (8) Each Contracting Party shall bear the cost of the arbitrator it has appointed 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 may, in particular circumstances, decide otherwise.

Article 10

Other obligations

Each Contracting Party shall observe any contractual obligation it has assumed with regard to investments in its territory by investors of the other Contracting Party.

Article 11

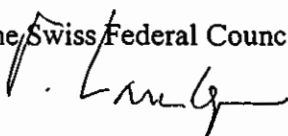
Final provisions

- (1) This Agreement shall enter into force on the day when both Contracting Parties have notified each other that their legal requirements for the entry into force of international agreements have been fulfilled and shall remain in force for a period of ten years. Unless written notice of termination is given twelve months before the expiration of this period, the Agreement shall be considered as renewed on the same terms for successive periods of five years.
- (2) In case written notice of termination of this Agreement is given, the provisions of Articles 1 to 10 shall continue to be effective for a further period of ten years for investments made before said notice.

IN WITNESS WHEREOF, the undersigned, duly authorised thereto by their respective Governments, have signed this Agreement.

Done in duplicate, at Doha, on November 12th, 2001, in French, Arabic and English language, each text being equally authentic. In case of divergence the English text shall prevail.

For the Swiss Federal Council



For the Government of the State of
Qatar

