

UNIFIED AGREEMENT FOR THE INVESTMENT OF ARAB CAPITAL IN THE ARAB STATES*

The Unified Agreement for the Investment of Arab Capital in the Arab States was signed on 26 November 1980 in Amman, Jordan, during the Eleventh Arab Summit Conference. It entered into force on 7 September 1981. The draft statutes of the Arab Investment Court came into force on 22 February 1988. The member States of the League of Arab States are Algeria, Bahrain, Comoros, Djibouti, Egypt, Iraq, Jordan, Kuwait, Lebanon, Libyan Arab Jamahiriya, Mauritania, Oman, Palestine, Qatar, Saudi Arabia, Syrian Arab Republic, Somalia, Sudan, Tunisia, the United Arab Emirates and Yemen. The agreement has been ratified by all member States of the League except Algeria and the Comoros.

The Governments of the States Members of the League of Arab States,

In accordance with the aims of the Pact of the League of Arab States, the Joint Defence and Economic Cooperation Treaty between the States of the Arab League, the principles and objectives set forth in the Agreement on Arab Economic Action and the decisions issued by the Economic Council of the League of Arab States,

Proceeding from the aim of strengthening overall Arab development and Arab economic integration,

Believing that investment dealings between Arab States are an essential part of joint Arab economic action, the regulation of which will mobilize production and thus enhance joint development on the basis of reciprocal benefits and national interests,

Sharing a conviction that providing a suitable investment climate to stimulate Arab economic resources in the field of joint Arab investment requires that legal investment regulations be drawn up in the context of a well-established, coherent and integrated legal system which seeks to facilitate the transfer and use of Arab capital within the Arab States in such a manner as to further their development, freedom and progress and improve the living standard of their citizens,

Recognizing that the potential scope of such a system is more conducive to a form of Arab economic citizenship sharing common features whereby the Arab investor, irrespective of nationality, may operate according to provisions identical to those applied by any State to its citizens, together with provision for freedom to transfer Arab capital within the Arab States and protect it by means of guarantees

* Source: League of Arab States (1982). "Unified Agreement for the Investment of Arab Capital in the Arab States", *Economic Documents*, No. 3 (Tunis: League of Arab States). Original language: Arabic [Note added by the editor].

against non-commercial risks and a special judicial system, in addition to privileges and facilities which the investor may be granted by the host State within the context of its national sovereignty,

Desirous of ensuring the immediate application of these principles in the territories of members without prejudice to their respective international commitments,

Bearing in mind that the provisions of this Agreement constitute a minimum standard to be applied in the treatment of Arab capital and investments, whether in the context of concerted Arab economic action or at the level of bilateral cooperation or within the scope of the domestic legislation of each State,

Have approved this Agreement and its annex, which forms an inseparable part of the Agreement, declaring their full readiness to implement the letter and the spirit thereof and affirming their desire to exert their utmost efforts to accomplish its aims and objectives.

INTRODUCTORY CHAPTER: TERMINOLOGY

ARTICLE 1

For the purposes of this Agreement, the words and expressions set out hereunder shall have the meanings indicated opposite them, save where the context indicates otherwise:

1. The Agreement: the Unified Agreement for the Investment of Arab Capital in the Arab States concluded between the members of the League of Arab States;
2. Arab State: a State member of the League of Arab States;
3. State Party: an Arab State in respect of which the Agreement is effective;
4. Arab citizen: an individual or a body corporate having the nationality of a State Party, provided that no part of the capital of such body corporate belongs either directly or indirectly to non-Arab citizens. Joint Arab projects which are fully owned by Arab citizens shall be deemed to be included within this definition in instances where they do not have the nationality of another State;

Arab States and bodies corporate which are fully State-owned, whether directly or indirectly, shall likewise be regarded as Arab citizens;

5. Arab capital: assets owned by an Arab citizen comprising any material and immaterial rights which have a cash valuation, including bank deposits and financial investments. Revenues accruing from Arab assets shall be regarded as Arab assets, as shall any joint share to which this definition applies;
6. Investment of Arab capital: the use of Arab capital in a field of economic development with a view to obtaining a return in the territory of a State Party other than the State of which the Arab investor is a national or its transfer to a State Party for such purpose in accordance with the provisions of this Agreement;
7. Arab investor: an Arab citizen who owns Arab capital which he invests in the territory of a State Party of which he is not a national;
8. The Council: the Economic Council established pursuant to article 8 of the Joint Defence and Economic Cooperation Treaty between the States of the Arab League approved by the Council of the League on 13 April 1950 or any amendment thereto;
9. Central authority: the authority referred to in article 37 of this Agreement;
10. The Court: the Arab Investment Court.

CHAPTER I: GENERAL PROVISIONS

ARTICLE 2

The States Parties to this Agreement shall, within the framework of its provisions, be permitted to transfer Arab capital freely between them and to promote and facilitate its investment according to the economic development plans and programmes within the States Parties and in a manner beneficial to the host State and the investor. They shall undertake to protect the investor, safeguard his investment and its related revenues and rights and, to the extent possible, to ensure the stability of the pertinent legal provisions.

ARTICLE 3

1. The provisions of this Agreement shall constitute a minimum standard to be applied in the treatment of any investment subject thereto.

2. Within the limits of such minimum standard, the provisions of the Agreement shall have priority of application in instances where they conflict with the laws and regulations in the States Parties.

ARTICLE 4

Conclusions and interpretations derived from the provisions of this Agreement shall be guided by the principles on which it is based and the aims which inspired it, followed by the rules and principles common to the respective legislation of the States members of the League of Arab States and, finally, by the principles recognized in international law.

CHAPTER II: TREATMENT OF THE ARAB INVESTOR

ARTICLE 5

The Arab investor shall be free to invest within the territory of any State Party in fields which are neither prohibited nor restricted to the citizens of that State and within the percentage limits for shared ownership as prescribed in the law of the State. He shall also enjoy the related facilities and guarantees required under the provisions of this Agreement.

ARTICLE 6

1. In accordance with the provision of the preceding article, in the State Party where the investment is made, the capital of the Arab investor shall, without discrimination, be treated in the same manner as capital owned by the citizens of that State. It shall automatically acquire identical legal status in terms of rights, obligations, regulations and procedures, although this shall not apply to any additional concessions which the State Party may accord to an Arab investment.

2. The Arab investor shall, however, be entitled to opt for any other manner of treatment which is laid down in general provisions in force in the State where the investment is made under a law or an international agreement and which is applicable to a non-Arab investment in a similar field. This shall not include any privileged treatment accorded by the State in respect of specific projects which are of particular importance to that State.

ARTICLE 7

1. The Arab investor shall have the freedom to make periodic transfers, both of Arab capital for investment in the territory of any State Party and of the revenues therefrom, and subsequently to make

retransfers to any State Party following settlement of his outstanding obligations without this being subject to any discriminatory banking, administrative or legal restrictions and without the transfer process incurring any taxes or duties. This shall not apply in respect of banking services.

2. The principal of the capital shall be retransferred following a period determined by the maturity of the investment according to its nature or five years from the date of its transfer, whichever is shorter.

3. The provisions of this article shall not prejudice any recourse which the State may have to procedures to prevent the outflow abroad of the assets of its citizens.

ARTICLE 8

1. The Arab investor may, in the course of his investment, avail himself of all means permitted by its nature which are within the prescribed limits for citizens of the State in which the investment is made.

2. In his actions, the Arab investor shall not be subject to any discriminatory administrative or legal restrictions or regulations related to the control of cash and foreign transfers.

3. The investment shall continue to be treated according to the provisions of this Agreement provided that it fulfils the conditions specified therein.

ARTICLE 9

1. According to the provisions of this Agreement, the capital of the Arab investor shall not be subject to any specific or general measures, whether permanent or temporary and irrespective of their legal form, which wholly or partially affect any of the assets, reserves or revenues of the investor and which lead to confiscation, compulsory seizure, dispossession, nationalization, liquidation, dissolution, the extortion or elimination of secrets regarding technical ownership or other material rights, the forcible prevention or delay of debt settlement or any other measures leading to the sequestration, freezing or administration of assets, or any other action which infringes the right of ownership itself or prejudices the intrinsic authority of the owner in terms of his control and possession of the investment, his right to administer it, his acquisition of the revenues therefrom or the fulfilment of his rights and the discharge of his obligations.

2. It shall, however, be permissible to:

(a) Seize property for the public benefit in accordance with the authority vested in the State or its institutions to perform their functions in implementing public projects, provided that this is done on a

non-discriminatory basis in return for fair compensation and according to general legal provisions regulating the seizure of property for the purposes of the public benefit. The Arab investor shall be given the opportunity to challenge the legitimacy of any dispossession and the amount of compensation before the domestic courts. Compensation shall be made within a period not exceeding one year from the date when the decision to dispossess became final;

(b) Take precautionary measures at the order of a competent judicial authority and measures to implement judgements delivered by a competent judicial authority.

ARTICLE 10

1. The Arab investor shall be entitled to compensation for damages which he sustains due to any one of the following actions by a State Party or one of its public or local authorities or institutions:

(a) Undermining any of the rights and guarantees provided for the Arab investor in this Agreement or any other decision issued pursuant thereto by a competent authority;

(b) Breach of any international obligations or undertakings binding on the State Party and arising from this Agreement in favour of the Arab investor or failing to take the necessary steps to implement them, whether deliberately or through negligence;

(c) Preventing the execution of an enforceable legal judgement which has a direct connection with the investment;

(d) Causing damage to the Arab investor in any other manner, whether by deed or prevention, by contravening the legal provisions in force within the State in which the investment is made.

2. The amount of compensation shall be equivalent to the damage sustained by the Arab investor according to the type and amount of damage.

ARTICLE 11

1. Cash compensation shall be given in cases where the investment cannot be restored to its state prior to the occurrence of the damage.

2. Assessments of cash compensation must be made within six months of the day on which the

damage occurred and must be paid within one year of the date when agreement is reached as to the amount of compensation or when the assessment acquires finality, failing which the investor shall be entitled to back interest on the unpaid amount as from the day following the expiry of such period according to the prevailing bank interest rates in the State in which the investment is made.

ARTICLE 12

The Arab investor, together with the members of his family, shall be entitled to unimpeded entry, residence, relocation and departure in respect of the territory of the State in which the investment is made. Restrictions on this right may be imposed only by judicial order pursuant to article 39.

Employees in the field of investment and their families shall enjoy the available facilities relative to entry, residence and departure.

ARTICLE 13

The State shall assist the Arab investor to secure such Arab labour and Arab or foreign experts as he needs. Where the requisite professional skills are available, priority in filling the relevant vacancies shall go to nationals of the State in which the investment is made, followed by Arab employees and, finally, experts of other nationalities.

ARTICLE 14

1. In the various aspects of his activity, the Arab investor must, as far as possible, liaise with the State in which the investment is made and with its various institutions and authorities. He must respect its laws and regulations in a manner consistent with this Agreement and, in establishing, administering and developing Arab investment projects, must comply with the development plans and programmes drawn up by the State for the purpose of national economic development by employing all means which reinforce its structure and promote Arab economic integration. In so doing, he shall refrain from any action which might violate public order and morality or involve illegitimate gains.

2. The Arab investor shall bear liability for any breach of the obligations set forth in the preceding paragraph in accordance with the law in force in the State in which the investment is made or in which the breach occurs.

ARTICLE 15

Pursuant to the rights arising from this Agreement, Arab investors shall be subject to the same obligations as are imposed on citizens of the State in which the investment is made by the legal provisions in force therein.

CHAPTER III: PREFERENTIAL TREATMENT

ARTICLE 16

The State Party may establish additional privileges for the Arab investor in excess of the minimum stipulated within this Agreement. In the according of preferential privileges, regard shall be had, in particular, for the following considerations:

- The importance of the project with regard to the future development of the national economy;
- Joint Arab projects;
- The size of Arab participation in administration of the project;
- The extent of Arab possession of the technology employed;
- The achievement of greater Arab control over the administration and the technology employed;
- The creation of employment opportunities for nationals of the host State and Arabs and the capital contribution to the State in which the investment is made;
- The sector in which the investment is made.

The State Party in which the investment is made may similarly establish preferential treatment according to the foregoing considerations for Arab investment projects which are essentially owned by Arab nationals.

ARTICLE 17

Privileges established for preferential projects shall be recorded by means of a notice stating the scope of application of such privileges in terms of time and place and addressed to the Council by the central authority of the State in which the project is being implemented.

CHAPTER IV: SUPERVISING IMPLEMENTATION OF THE AGREEMENT

ARTICLE 18

The Council shall be responsible for supervising implementation of the provisions of this Agreement. To this end, it may:

1. Interpret the provisions of the Agreement;
2. Issue, amend and abolish the regulations and measures required to implement the provisions of the Agreement;
3. Propose amendments to the regulations, provisions and measures relating to investment in the States Parties in such a manner as to assist implementation of the provisions and objectives of the Agreement;
4. Collate and coordinate the reports, information, statements, legislation, regulations and statistics relating to investment, the fields of investment, the sectors open to investment and the preconditions for investment in such sectors in the States Parties, having first obtained these from the competent authorities and placed them at the disposal of the owners of Arab capital with a view to encouraging and assisting them to invest in Arab projects;
5. Assist in the establishment of the organizations and institutions which will facilitate or promote the achievement or finalization of the objectives of the Agreement, including consultative and executive bodies and organizations and systems to assemble financial and human resources and steer them at an equivalent rate towards development investment in the Arab States.

ARTICLE 19

1. The Council may, at the request of any State Party, agree to suspend enforcement in that State of any of the provisions of the Agreement and may impose limits of time, place or subject-matter accordingly. The competent authorities within the State must be guided by the observations and recommendations of the Council in order to ensure a return to compliance with the Agreement.
2. In cases of utmost necessity, the competent authorities within the State Party may take urgent measures entailing the suspension of certain provisions of the Agreement, provided that they so inform the

Council forthwith. The Council may ask the State to modify and repeal such measures.

3. The provisions of paragraphs 1 and 2 shall not apply to privileges and guarantees previously accorded within the scope of this Agreement.

ARTICLE 20

The Council may create committees from amongst its members or their representatives and invest them with such authority as it deems fit. It may likewise establish technical committees representing the interests of investors, the States in which the investment is made and the remaining elements of the investment, for the purpose of considering such matters as may be entrusted to them.

ARTICLE 21

Decisions of the Council shall be taken by an absolute majority of its members with the exception of decisions on the matters provided for in article 18, paragraph 1 and article 29, paragraph 1, which shall be taken by a majority of two thirds of its members. The decisions shall be binding on all States Parties.

CHAPTER V: INVESTMENT GUARANTEES

ARTICLE 22

The Inter-Arab Investment Guarantee Corporation shall provide insurance for the funds invested pursuant to this Agreement according to the terms and provisions stipulated within the Agreement on Establishing the Inter-Arab Investment Guarantee Corporation and the amendments thereto, in addition to the rules and regulations issued accordingly.

ARTICLE 23

The General Secretariat of the League of Arab States may reach agreement with the Inter-Arab Investment Guarantee Corporation regarding matters within its competence for the performance of any of the tasks stipulated in article 18, paragraphs 4 and 5.

ARTICLE 24

Where a State Party or Arab authority pays a sum for damages sustained by the Arab investor as a

result of a guarantee which it accorded him either singly or together with the Inter-Arab Investment Guarantee Corporation or any other organization or as a result of any insurance arrangements, the payer shall be subrogated for the investor before the State in which the investment is made within the limits of the payment made, provided that the legally prescribed rights of the investor before such State are not thereby exceeded. The rights of the investor before the said State shall continue to apply to sums in excess of those paid to him.

CHAPTER VI: THE SETTLEMENT OF DISPUTES

ARTICLE 25

Disputes arising from the application of this Agreement shall be settled by way of conciliation or arbitration or by recourse to the Arab Investment Court.

ARTICLE 26

Conciliation and arbitration shall be conducted in accordance with the regulations and procedures contained in the annex to the Agreement which is regarded as an integral part thereof.

ARTICLE 27

Each party may seek recourse to legal action in order to settle a dispute in the following instances:

1. Failure of the two parties to agree to the expedient of conciliation;
2. Failure of the conciliator to award his decision within the period specified;
3. Failure of the two parties to agree on accepting the solutions proposed in the decision of the conciliator;
4. Failure of the two parties to resort to arbitration;
5. Failure of the arbitral panel to award a decision within the prescribed period for whatever reason.

ARTICLE 28

1. Until such time as the Arab Court of Justice is established and its jurisdiction determined, the Arab Investment Court shall be established.

2. The Court shall be composed of at least five judges and several reserve members, each having a different Arab nationality, who shall be chosen by the Council from a list of Arab legal specialists drawn up specifically for such purpose, two of whom are to be nominated by each State Party from amongst those having the academic and moral qualifications to assume high-ranking legal positions. The Council shall appoint the chairman of the Court from amongst the members of the Court.

3. The members of the Court shall serve full-time whenever the work so requires. The term of membership shall be three years and may be renewed.

4. The Council shall determine the remuneration of its chairman and members, who shall be treated as members of the Council as regards diplomatic immunity. Their salaries, remuneration and allowances shall be exempt from all tax.

5. The seat of the Court shall be at the permanent headquarters of the League of Arab States and shall not be transferred unless the Court takes a substantiated decision to convene its sessions or undertake its functions in another location.

6. The Court shall produce a set of rules governing work regulations, procedures in the Court and the structure of its divisions. No division shall have fewer than three members.

ARTICLE 29

1. The Court shall have jurisdiction to settle disputes brought before it by either party to an investment which relate to or arise from application of the provisions of the Agreement.

2. The disputes must have occurred:

(a) Between any State Party and another State Party or between a State Party and the public institutions and organizations of the other parties or between the public institutions and organizations of more than one State Party;

(b) Between the persons referred to in paragraph 1 and Arab investors;

(c) Between the persons referred to in paragraphs 1 and 2 and the authorities providing investment guarantees in accordance with this Agreement.

ARTICLE 30

Where an international Arab agreement setting up an Arab investment or any agreement related to investment within the scope of the League of Arab States stipulates that a matter or dispute should be referred to international arbitration or to an international court, the parties involved may agree to regard it as being within the jurisdiction of the Court.

ARTICLE 31

The Arab investor may have recourse to the courts in the State where the investment is made according to the rules of jurisdiction within such State in the case of matters which fall within the jurisdiction of the Court. However, where the Arab investor brings an action before one authority, he must refrain from so doing before the other.

ARTICLE 32

Where there is a conflict of jurisdiction between the Court and the courts of a State Party, the decision of the Court on the matter shall be final.

ARTICLE 33

1. Should one party so request, the Court may, where it deems it necessary, decide on interim measures which must be taken in order to preserve the rights of that party.
2. Where a person who is not party to an action and yet who is subject to the jurisdiction of the Court believes that his interests will be affected by the judgement in the action, he may submit a request to intervene as a third party. The Court shall decide on the request.

ARTICLE 34

1. Judgements shall have binding force only with regard to the parties concerned and the dispute on which a decision is given.
2. Judgements shall be final and not subject to appeal. Where there is a dispute as to the meaning or import of a judgement, the Court shall provide its interpretation at the request of any of the parties concerned.

3. A judgement delivered by the Court shall be enforceable in the States Parties, where they shall be immediately enforceable in the same manner as a final enforceable judgement delivered by their own competent courts.

ARTICLE 35

The Court may admit an application for a review of a judgement where the judgement gravely exceeds an essential principle of the Agreement or litigation procedures or where a decisive fact in the case is revealed which was not known at the time of judgement either by the Court or by the party requesting the review. The ignorance of such fact by the said party must not, however, be attributable to his own negligence. Applications must be submitted within six months of the new fact's being uncovered and within five years of the delivery of judgement. Review proceedings shall be instituted by a decision of the Court which explicitly confirms the existence of the new fact, sets out the aspects justifying a review and declares that the application is accordingly admissible. The Court may suspend execution of a judgement which it delivered before deciding to institute review proceedings.

ARTICLE 36

The Court may deliver a non-binding advisory opinion on any legal matter which falls within its jurisdiction at the request of a State Party or the Secretary-General of the League of Arab States or the Council.

CHAPTER VII: CONCLUDING PROVISIONS

ARTICLE 37

1. Within a maximum period of one year of the date on which the Agreement enters into force, each State Party shall give one central authority within the State responsibility for facilitating implementation of the provisions of the Agreement in its territory during the different phases of the investment and shall inform the General Secretariat of the League of Arab States accordingly.

2. The said authority may communicate directly with investors and other authorities regarding all matters which fall within its sphere of competence.

ARTICLE 38

1. In the event of a currency conversion request being made in implementation of the provisions of the Agreement, the conversion shall be made in the currency of the investment or any other convertible currency at the prevailing exchange rate on the day of conversion in the State where the conversion is made. Where there are several exchange rates, reference shall be made to the Council which shall seek the assistance of the Arab Monetary Fund.

2. The conversion shall be made without delay within the period normally required to complete banking procedures. Where a monetary conversion is delayed for more than three months after the submission date of a request which satisfies the requisite legal conditions, the investor shall be entitled to receive interest from the State on the unconverted money as from the expiry date of such period at the prevailing bank interest rate in the State where the investment is made.

ARTICLE 39

The authority of the State to take specific decisions based on reasons of the public interest or public security shall remain unaffected by any provision of the Agreement.

The obligation of the Arab investor to provide the central authority or the Council with reports and statistical information shall likewise remain unaffected.

ARTICLE 40

Papers, documents and certificates issued by the competent authorities in any State Party or by the Council within the limits of its authority shall serve as sufficient evidence for invoking the rights and affirming the obligations arising from the Agreement. They shall likewise affirm the civil status, legal status and skills of those employed in a project without being subject to the authentication procedures for foreign documents in the States Parties.

ARTICLE 41

1. The Agreement shall be deposited with the General Secretariat of the League of Arab States for signature.

2. The Agreement shall enter into force three months after the date on which the instruments of

ratification thereof have been deposited by at least five Arab States.

3. The League of Arab States shall accept the accession of the Arab States. Thereafter, the Agreement shall take effect in respect of any State wishing to accede thereto three months after the date on which its instruments of ratification are deposited.

4. The General Secretariat of the League of Arab States shall be responsible for informing Member States of instruments of ratification which are deposited with it.

ARTICLE 42

States which are Parties to the Agreement may only withdraw therefrom five years after its entry into force in their regard. Written notice of withdrawal must be addressed to the Secretary-General of the League of Arab States. Withdrawals shall only take effect one year after the date on which he receives such notice.

ARTICLE 43

The withdrawal of any State which is a Party to the Agreement or the loss of its membership of the League of Arab States or the deferral or suspension of the provisions of the Agreement pursuant to article 19 shall not affect the rights and obligations arising from investment and acquired in accordance with the provisions of the Agreement.

ARTICLE 44

This Agreement may not be amended any earlier than five years from the date of its entry into force.

Amendments to this Agreement shall be made with the consent of two thirds of the States Parties and shall enter into force for the ratifying States three months after instruments ratifying the amendments have been deposited by at least five States.

CHAPTER VIII: INTERIM PROVISIONS

ARTICLE 45

Until such time as all Arab States become parties to the Agreement, the representatives of the Arab States Parties which are members of the Council shall convene in the form of a board known as "The Arab Investment Agreement Board", which shall assume the competence of the Council in this respect, save for appointment of the president and members of the Court, a task which in all instances shall fall to the Council.

The Economic Affairs Department of the League of Arab States shall carry out the secretarial tasks of the Board in accordance with internal regulations issued by the Council, which shall include the organization of the administrative affairs of the Board, the determination of its resources and the rules for the disposal thereof.

ARTICLE 46

The jurisdiction of the Court shall devolve upon the Arab Court of Justice once it is established.

DONE at Amman on Wednesday, 19 Muharram A.H. 1401, corresponding to 26 November A.D. 1980, in the Arabic language in one original, which is kept in the General Secretariat of the League of Arab States. A true copy of the original is to be furnished to every State which signs or becomes a Party to the Agreement.

ANNEX

CONCILIATION AND ARBITRATION

ARTICLE 1 - CONCILIATION

1. Where two disputing parties agree to conciliation, the agreement must comprise a description of the dispute, the demands of the parties concerned, the name of the conciliator they have selected and the remuneration which they have decided he should receive. The two disputing parties may ask the Secretary-General of the League of Arab States to select a person to assume the task of conciliation between them. The General Secretariat of the League shall provide the conciliator with a copy of the conciliation agreement and ask him to carry out his task.

2. The task of the conciliator shall be restricted to achieving a rapprochement between the different points of view. He shall be entitled to put forward proposals guaranteeing a solution satisfactory to the parties concerned, who must furnish him with the necessary information and documents to assist him in

carrying out his task. Within three months of being informed of the conciliation task, the conciliator must submit a report to the Council summarizing the dispute, his proposals for its settlement and any solutions which have been accepted by the parties concerned. The report must be forwarded within two weeks of its submission to the parties, each of whom shall express his opinion thereon within two weeks of the date of receipt.

3. The report of the conciliator shall not have probative force in any court before which the dispute may be brought.

ARTICLE 2 - ARBITRATION

1. Where the two parties fail to agree to conciliation or where the conciliator proves unable to render his decision within the period specified or where the parties do not agree to accept the solutions proposed, they may agree to resort to arbitration.

2. Arbitration procedures shall commence by the dispatch of a notice by the party seeking arbitration to the other party in the dispute. The notice shall set out the nature of the dispute, the decision which he wishes to see rendered in the dispute and the name of the arbitrator whom he has appointed. Within 30 days of receiving the notice, the other party must inform the party seeking arbitration of the name of the arbitrator he has appointed. Within 30 days of the appointment of the second arbitrator, the two arbitrators must choose a third person to serve as chairman of the arbitral panel, who shall have the casting vote in the event of opinions being equal.

3. Where the other party fails to appoint an arbitrator or where the two arbitrators fail to agree on the appointment of the person who is to have the casting vote within the time-limits specified, the arbitral panel shall consist of one arbitrator or an uneven number of arbitrators, one of whom shall have a casting vote. Either party may ask the Secretary-General of the League of Arab States to appoint the arbitrators.

4. Parties to the dispute may not change the arbitrator whom they have appointed once consideration of the case has begun unless an arbitrator resigns or dies or is unable to work, in which case a substitute shall be appointed using the same method by which the original arbitrator was appointed. The successor shall have all the authority of the original arbitrator and shall undertake all his duties.

5. The arbitral panel shall convene for the first time at the time and place specified by the arbitrator who has the casting vote. Thereafter, the Board shall decide the time and place of its meetings.

6. The arbitral panel shall decide all matters related to its jurisdiction and shall determine its own

procedure.

7. The arbitral panel shall accord all parties a fair opportunity to submit their written and oral statements and shall adopt its decisions by a majority of votes, stating the grounds for each decision. Decisions must be signed by a majority of the members of the panel at least. Each party shall receive a signed copy thereof.

8. Decisions of the arbitral panel rendered in accordance with the provisions of this article shall be final and binding. Both parties must comply with and implement the decision immediately it is rendered unless the panel specifies a deferral of its implementation or of the implementation of part thereof. No appeal may be made against arbitration decisions.

9. Decisions of the arbitral panel must be rendered within a period not exceeding six months from the date on which the panel first convenes. The Secretary-General of the League of Arab States, at the substantiated request of the panel, may extend the period once only for no more than a further six months should he deem it necessary.

10. The Secretary-General of the League of Arab States shall determine the fees of the arbitrators and the remuneration of other persons engaged in work and procedures related to the arbitration. Each party shall be responsible for its own arbitration costs, whilst the arbitral panel shall determine which party is to bear the costs of the arbitration itself or the proportion of the arbitration costs to be shared between both parties, in addition to payment procedures and method.

11. Where the decision of the arbitral panel fails to be implemented within three months of its rendering, the matter shall be brought before the Arab Investment Court for it to rule on such measures for its implementation as it deems appropriate.

For the Hashemite Kingdom of Jordan

For the United Arab Emirates

For the State of Bahrain

For the Republic of Tunisia

For the People's Democratic Republic of Algeria

For the Republic of Djibouti

For the Kingdom of Saudi Arabia

For the Democratic Republic of Sudan

For the Syrian Arab Republic

For the Somali Democratic Republic

For the Republic of Iraq

For the Sultanate of Oman

For Palestine

For the State of Qatar

For the State of Kuwait

For the Lebanese Republic

For the Socialist People's Libyan Arab Jamahiriya

For the Kingdom of Morocco

For the Islamic Republic of Mauritania

For the Yemen Arab Republic

For the People's Democratic Republic of Yemen