Agreement between the goverment of the state of Bahrain and the goverment of the United Kingdom of Great Britain and North Ireland for the promotion of protection investments The Government of the State of Bahrain and the Government of the United Kingdom of Great Britain and Northern Ireland;

Desiring to create favourable conditions for greater investment by nationals and companies of one State in the territory of the other State;

Recognizing that the encouragement and reciprocal protection under international agreement of such investments will be conducive to the stimulation of individual business initiative and will increase prosperity in both States; Have agreed as follows: ARTICLE 1

Definitions

For the purposes of this Agreement:

1. “Investment” means every kind of asset and in particular, though not exclusively, includes;
2. (i) movable and immovable property and any other property rights such as mortgages, liens or pledges;
3. (ii) shares in and stock and debentures of a company and any other form of participation in a company;
4. (iii) claims to money or to any performance under contract having a financial value;
5. (iv) intellectual property rights, goodwill, technical processes and know-how;
6. (v) business concessions conferred by law or under contract, including concessions to search for, cultivate, extract or exploit natural resources.

A change in the form in which assets are invested does not affect their character as investments and the term “investment” includes all investments, whether made before or after the date of entry into force of this Agreement;

1. (b) “returns” means the amounts yielded by an investment and in particular, though not exclusively, includes profit, interest, capital gains, dividends, royalties and fees;
2. (c) “nationals” means:
    - (i) in respect of the United Kingdom; physical persons deriving their status as United Kingdom nationals from the law in force in the United Kingdom;
    - (ii) in respect of the State of Bahrain; natural or physical persons deriving their status as Bahrain nationals from the law in force in the State of Bahrain;
3. (d) “companies” means:

- (i) in respect of the United Kingdom: corporations, firms and associations incorporated or constituted under the law in force in any part of the United Kingdom or in any territory to which this Agreement is extended in accordance with the provisions of Article 12;
- (ii) in respect of the State of Bahrain: corporations, firms and associations incorporated or constituted under the law force in the state of Bahrain;

4. (e) “territory” means:
    - (i) in respect of the United Kingdom: Great Britain and Northern Ireland, including the territorial sea and any maritime area situated beyond the territorial sea of the United Kingdom which has been or might in the future be designated under the national law of the United Kingdom in accordance with international law as an area within which the United Kingdom may exercise rights with regard to the sea-bed and subsoil and the natural resources and any territory to which this Agreement is extended in accordance with the provisions of Article12;
    - (ii) in respect of the State of Bahrain: the territory of the State of Bahrain including its islands, the territorial sea and any maritime area situated beyond the territorial sea of the State of Bahrain which has been or might in the future be designated under the national law of the State of Bahrain in accordance with international law as an area within which the State of Bahrain may exercise rights with regard to the sea-bed and subsoil and the natural resources.

ATRICLE 2

Promotion and Protection of Investment

1. Each Contracting Party shall encourage and create favourable conditions for nationals or companies or the other Contracting Party to invest capital in its territory, and, subject to its rights to exercise powers conferred by its laws, shall admit such capital.
2. Investment of national or companies 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 or disposal of investments in its territory of nationals or companies of the other Contracting Party. Each Contracting Party shall observe

any obligation it may have entered into with regard to investments of nationals or companies of the other Contracting party.

ARTICLE 3
National Treatment and Most-favoured –nation Provisions

1. (1) Neither Contracting Party shall in its territory subject investments or returns of nationals or companies of the other Contracting Party to treatment less favourable than that which it accords to investments or returns of its own nationals or companies or to investments or returns of nationals or companies of any third State.
2. (2) Neither Contracting Party shall in its territory subject nationals or companies of the other Contracting Party, as regards their management, maintenance, use, enjoyment or disposal of their investments, to treatment less favourable than that which it accords to its own nationals or companies or to nationals or companies of any third State.
3. (3) Unless specifically accepted the treatment provided for in paragraphs (1) and (2) above shall apply to the whole of this Agreement.

ARTICLE 4
Compensation for Losses

1. (1) Nationals or companies of one Contracting Party whose investments in the territory of the other Contracting Party suffer losses owing to war or other armed conflict, revolution, a state of national emergency, revolt, insurrection or riot in the territory of the latter Contracting Party shall be accorded by the latter Contracting Party treatment, as regards restitution, indemnification, compensation or other settlement, no less favourable than that which the latter Contracting Party accords to its own nationals or companies or to nationals or companies or to nationals or companies of any third State. Resulting payments shall be freely transferable.
2. (2) Without prejudice to paragraph (1) of this Article, nationals and companies of one Contracting Party who in any of the situations referred to in that paragraph suffer losses in the territory of the other Contracting Party resulting from
    - a. Requisitioning of their property by its forces or authorities, or

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

ARTICLE 5
Expropriation

1. (1) Investments of nationals or companies of either Contracting Party shall not be nationalized, expropriated or subjected to measures having effect equivalent to nationalization or expropriation (hereinafter referred to as "expropriation") in the territory of the other Contracting Party except for public purpose relevant to the internal needs of the Party on a non-discriminatory basis and against prompt, adequate and effective compensation. Such compensation shall amount to the genuine value of the investment expropriated immediately before the expropriation or before the impending expropriation became public knowledge, whichever is the earlier, shall include interest at a normal commercial rate until the date of payment, shall be made without delay, be effectively realizable and be freely transferable. The national or company affected shall have a tight, under the law of the Contracting Party making the expropriation, to prompt review, by a judicial or other independent 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 paragraph.
2. (2) Where a Contracting Party expropriates the a assets of a company which is incorporated or constituted under the law in force in any part of its own territory, and in which nationals or companies of the other contracting Party own shares, it shall ensure that the provisions of paragraph (1) of this Article are applied to the extent necessary to guarantee prompt, adequate and effective compensation in respect of their investment to such nationals or companies of the other Contracting Party who are owners of those shares.

ARTICLE 6
Repatriation of Investment and Returns

Each Contracting Part shall in respect of investments guarantee to nationals or companies

of the other Contracting Party the unrestricted transfer of their investments and returns. Transfers shall be effected without delay in the convertible currency in which the capital was originally investor and the Contracting Party concerned. Unless otherwise agreed by the investor transfers shall be made at the rate of exchange applicable on the date of transfer pursuant to the exchange regulations in force.

ARTICLE 7
Exceptions

- a. any existing or future customs union, free trade area or regional co-operation council or similar International agreement to which either of the Contracting Parties is or may become a party, or
- any international agreement or arrangement relating wholly or mainly to taxation or any domestic legislation relating wholly or mainly to taxation.

ARTICLE 8
Settlement of Disputes between an Investor and a Host State

1. Disputes between a national or company of one Contracting Party and the other Contracting Party concerning an obligation of the latter under this Agreement in relation to an investment of the former which have not been amicably settled shall, after a period of three months from written notification of a claim, be submitted if either party to the dispute so wishes to international arbitration under the Arbitration Rules of the United Nations Commission on International Trade Law as then in force. The parties to the dispute may agree in writing to modify these Rules.

ARTICLE 9
Disputes between the Contracting Parties

1. Disputes between the Contracting Parties concerning the interpretation or application of this Agreement should, if possible, be settle through the diplomatic channel.
2. If a dispute between the Contracting Parties cannot thus be settled, it shall upon the request of either Contracting Party be submitted to an arbitral tribunal.
3. Such an arbitral tribunal shall be constituted for each individual case in the following way. Within two months of the receipt of

the request for arbitration, each Contracting Party be submitted to an arbitral tribunal. Those two members shall then select a national of a third State who an approval by the two Contracting Parties shall be appointed Chairman of the tribunal. The Chairman shall be appointed within two months from the date of appointment of the other two members.

4. If within the periods specified in paragraph (3) of this Article the necessary appointments have not been made, either Contracting Party may, in the absence of any other agreement, invite the President of the International Court of Justice to make any necessary appointments. If the President is a national of either contracting Party or if he is otherwise prevented from If the Vice-President is a national of either Contracting Party or if he too is prevented from discharging the said function, the Member of the International Court of Justice next in seniority who is not a national of either Contracting Party shall be invited to make the necessary appointments.
5. The arbitral tribunal shall reach its decision by a majority of votes. Such decision shall be binding on both Contracting Parties. Each Contracting Party shall bear the cost of its own member of the tribunal and of its representation in the arbitral proceedings; the cost of the Chairman and the remaining costs shall be borne in equal parts of the Contracting Parties. The tribunal may, however, in its decision direct that a higher proportion of costs shall be borne by one of the two Contracting Parties, and this award shall be binding on both Contracting Parties. The tribunal shall determine its own procedure.

ARTICLE 10
Subrogation

1. If one Contracting Party or its designated Agency makes a payment under an indemnity given in respect of an investment in the territory of the other Contracting Party, the latter Contracting Party shall recognize the assignment to the former Contracting Party or its designated Agency by law or by legal transaction of all the rights and claims of the party indemnified and that the former Contracting Party or its designated Agency is entitled to exercise such rights and enforce such claims virtue of subrogation, to the same extent as the party indemnified.
2. The former Contracting Party or its designated Agency shall be entitled in all circumstances to the same treatment in respect of the rights and claims acquired by it by virtue of the assignment and any payments received in pursuance of those rights and

claims as the party indemnified was entitled to receive by virtue of this Agreement in respect of the investment concerned and its related returns.

3. Any payments received in non-convertible currency by the former Contracting Party or its designated Agency in pursuance of the rights and claims acquired shall be freely available to the former Contracting Party for the purpose of meeting any expenditure incurred in the territory of the latter Contracting Party.

ARTICLE 11
Application of other Rules

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

ARTICLE 12
Territorial Extension

At the time of signature of this Agreement, or at any time thereafter, the provisions of this Agreement may be extended to such territories for whose international relations the Government of the United Kingdom are responsible as may be agreed between the Contracting Parties in an Exchange of Notes.

ARTICLE 13
Entry into Force
This Agreement shall enter into force on the day of signature by duly appointed representatives of both the Contracting Parties.

ARTICLE 14
Duration and Termination

This Agreement shall remain in force for a period of ten yearn. Thereafter it shall continue in force until the expiration of twelve months from the date on which either Contracting Party shall have given written notice of termination to the other. Provided that in respect of investments made whilst the Agreement is in force, its provisions shall continue in effect with respect to such investments for a period of twenty years after the date of termination

and without prejudice to the application thereafter of the rules of general international law.

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

Done in duplicate at Manama this THIRTEEN day of OCTOBER 1991 in the English and Arabic languages, both texts being equally authoritative.

For the Government of The United Kingdom of Great Britain and
Northern Ireland

For the Government of The State of Bahrain