

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF PERU AND THE GOVERNMENT OF NORWAY

ON PROMOTION AND RECIPROCAL PROTECTION OF INVESTMENTS

The Government of the Republic of Peru and the Government of the Kingdom of Norway, hereinafter referred to as the "Contracting Parties",

desiring to develop closer economic cooperation between the two States,

for the purpose of ensuring a more effective and reciprocal protection of investments by investors of one Contracting Party in the territory of the other Contracting Party on the basis of reciprocity and mutual benefit,

convinced that promotion and reciprocal protection of investments in accordance with the principles set forth will stimulate closer economic relations,

have agreed as follows:

Text provided by Organization of American States, Trade Unit.

DEFINITIONS

For the purpose of this Agreement:

1. The term "investor" means a natural or legal person who has entered into a Contract with one or more Contracting Parties in accordance with the terms and conditions set out in this Agreement.

- a) Fovables, immovable property, movable property, rights in intellectual property, know-how and goodwill;
 - b) Shares, stocks, bonus and other forms of participation in companies or joint ventures;
 - c) Claims to money paid by the investor to the company or joint venture or any person in payment of amounts due to the investor, including legal expenses;
 - d) Intellectual property rights as well as technology, know-how and goodwill;
2. The term "Contract" means a written agreement between two or more Contracting Parties.

- a) Any natural person having the citizenship of the Contracting Party in accordance with its legislation;

- b) Any legal entity, including a corporation, company, firm, enterprise or association, including a limited liability company, established in accordance with the laws of the Contracting Party.

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APPLICATION OF THE AGREEMENT

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ARTICLE 4

TREATMENT OF INVESTMENTS

- i. Each Contracting Party will accord in its territory like treatment to investors from the other Contracting Party in accordance with the principles of non-discrimination and the protection of investments.
- ii. The Contracting Parties shall take measures to encourage investment in their territories by foreign investors, particularly by small and medium-sized enterprises, to attract foreign direct investment, to promote industrial development, to create jobs, to develop infrastructure, to improve living standards, and to contribute to the economic growth of the country.
- iii. The Contracting Parties shall not discriminate against investors from other Contracting Parties in the awarding of tenders for public works, services, and supplies, and shall ensure that such tenders are open to all investors on an equal basis.
- iv. The Contracting Parties shall not discriminate against investors from other Contracting Parties in the awarding of tenders for public works, services, and supplies, and shall ensure that such tenders are open to all investors on an equal basis.
- v. The Contracting Parties shall not discriminate against investors from other Contracting Parties in the awarding of tenders for public works, services, and supplies, and shall ensure that such tenders are open to all investors on an equal basis.
- vi. The provisions of this Article shall also apply to the protection of investments.

IV. TREATMENT OF INVESTMENTS

COVENANTS, GUARANTEES, AND LOSS

The Contracting Parties shall ensure that investors from the other Contracting Party are granted the same rights and protections as investors from their own country, including the right to receive compensation for expropriation or requisition of their property, and the right to sue for damages resulting from illegal acts committed by the government or its agents.

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DISPUTES BETWEEN THE CONTRACTING PARTIES

1. Disputes between the Contracting Parties shall be settled by negotiation or arbitration, as far as possible, be settled through conciliation before resorting to arbitration.
2. If a dispute between the Contracting Parties cannot thus be settled within six months after the beginning of negotiations, it shall upon the request of either Contracting Party be submitted to an arbitral tribunal.

Such an arbitral tribunal shall be constituted for each individual case in the following way:

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All other procedural issues will be determined by the arbitral tribunal.

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CONSIJL T.-ACTIONS

The Contracting Parties shall, whenever needed, hold consultations in order to review the
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ENTRY INTO FORCE OF THE AGREEMENT

Each Contracting Party shall notify the other Contracting Party in writing of the completion
of the exchange of ratifications. The Agreement shall enter into force one month after the date of receipt by the
Government of the Republic of Peru of the instrument of ratification of the other Contracting Party.

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This Agreement shall enter into force twelve months from the date on which either Contracting Party has given notice of its intention to terminate this Agreement to the other Contracting Party.

In its original or certified copies, the original or certified copy of this Agreement shall be sent to the Government of the Republic of Peru and to the Government of Norway.

Done at Copenhagen on 11th March 1975 in duplicate in the Spanish, Norwegian and English languages, all texts being equally authoritative. In case of divergence of interpretation, the English language text shall prevail.

For the Government of the
Republic of Peru

For the Government of the
Kingdom of Norway