

AGREEMENT  
BETWEEN  
THE TAIPEI ECONOMIC AND CULTURAL OFFICE IN HANOI  
AND  
THE VIETNAM ECONOMIC AND CULTURAL OFFICE IN TAIPEI  
ON THE PROMOTION AND PROTECTION OF INVESTMENTS

1. The Taipei Economic and Cultural Office in Hanoi and the Vietnam Economic and Cultural Office in Taipei , (each hereinafter referred to as "Contracting Party");
2. Desiring to create favourable conditions for greater economic cooperation and investments on the basis of the principles of equality and mutual benefit;
3. Recognizing that the encouragement and reciprocal protection of such investments will be conducive to stimulating business initiative and increasing prosperity;

Being duly authorized,

Have agreed as follows :

## ARTICLE 1

For the purpose of this Agreement:

1. "Relevant places" means the places of operation designated by the Taipei Economic and Cultural Office in Hanoi and the Vietnam Economic and Cultural Office in Taipei;
2. "Investors" means :
  - a) "Resident" : any natural person possessing the permanent residing in the relevant places in accordance with its laws, or
  - b) "Company": a company or other juridical person properly incorporated or constituted in that relevant place;
3. "Investment" means every kind of asset legally permitted by the relevant places including, but not limited to, any:
  - a) movable and immovable property;
  - b) title to money or to any contract having an economic value; and
  - c) intellectual property rights;
4. "Returns" means capital gains, earnings, interest, dividends, royalties or any other monetary returns yielded by an investment;
5. "Expropriation" means compulsory acquisition or confiscation of investments of investors or taking of property by the relevant authorities of the relevant places without proper compensation which causes investors to suffer damages therefrom, or arbitrary seizure of any property by the relevant authorities of the relevant places or an agency or instrumentality thereof that deprives investor of any

rights in or in connection with their investments.

## ARTICLE 2

1. This Agreement shall only apply to investments in either relevant place made by investors of the other relevant place which are approved by the Contracting Party or any agency, institution, statutory body or corporation designated by it as the case may be, and upon such conditions, if any, as it shall deem fit.

2. This Article shall apply to all investments made in the relevant places before or after the coming into force of this Agreement.

## ARTICLE 3

1. Both Contracting Parties shall encourage and create favourable conditions for investors to make investments in the relevant places that are in accordance with its law, and economic policies.

2. The investments approved under Article 2 shall be accorded fair and equitable treatment and shall enjoy protection in accordance with the law of the relevant places.

3. The investments approved under Article 2 shall be accorded treatment not less favourable than that accorded to investments of investors of any third Party.

4. The provisions in paragraph 2, 3 of this Article shall not include the privileges accorded to the investors of any third Party under any regional or multilateral arrangement.

5. The provisions of this Agreement shall not apply to matters of taxation in the relevant places.

#### ARTICLE 4

When any measure of expropriation is taken against the investments of investors under Article 2, the measures shall be taken for a lawful purpose of the relevant place, on a non-discriminatory basis, and against compensation which shall be effectively realizable and shall be made without unreasonable delay. Such compensation shall be the value immediately before the expropriation. The compensation shall be freely convertible and transferable.

#### ARTICLE 5

Where investments approved under Article 2 suffer losses owing to war, armed conflict, emergency, revolt, insurrection or riot, either Contracting Party shall accord treatment to the investors not less favourable than that which it accords investors of any third Party, as regards restitution, indemnifications, compensation or other settlements.

#### ARTICLE 6

1. The investors of the relevant place of either Contracting Party shall be accorded free transfer on a non-discriminatory basis, of their capital, earnings, returns from any investments in the relevant place of other Contracting Party.

2. In the event, investors are unable to convert into foreign exchange remittances and repatriate their original investment or returns in a short period of time [as is normally required by transfer formalities] due to foreign exchange control or restriction by the relevant authorities of either relevant place, investors of the other relevant place may invoke the convertibility rights and transfer their blocked local' currencies to the account of the Contracting Party of the said relevant place, or any other account designated by such Contracting Party, in the relevant place where inconvertibility occurs. The said Contracting Party or an agency or instrumentality thereof must require the investors. The said Contracting Party or an agency or instrumentality thereof may then present those local currencies to the other Contracting Party to seek the relevant authorities for remittance in the form of a convertible foreign currency.

#### ARTICLE 7

1. In the event that either the Vietnam Economic and Cultural Office in Taipei or the Taipei Economic and Cultural Office in Hanoi (or any agency, institution, statutory body or corporation designated by it) as a result of an indemnity it has given in respect of an investment or any part thereof makes payment to investors in the relevant places in respect of any of their claims under this Agreement, the Vietnam Economic and Cultural Office in Taipei or the Taipei Economic and Cultural Office in Hanoi acknowledges that the Taipei Economic and Cultural Office in Hanoi or the Vietnam Economic and Cultural Office in Taipei (or any agency, institution, statutory body or corporation

designated by it) is entitled by virtue of subrogation to exercise the rights and assert the claims of the investors of the relevant places respectively. The subrogated right or claim shall not be greater than the original right or claim of the said investors.

2. Any payment made by the Vietnam Economic and Cultural Office in Taipei or the Taipei Economic and Cultural Office in Hanoi (or any agency, institution, statutory body or corporation designated by it) shall not affect the right of such investors to make their claims against the Vietnam Economic and Cultural Office in Taipei or the Taipei Economic and Cultural Office in Hanoi respectively in accordance with Article 8.

#### ARTICLE 8

1 Any dispute or difference between either Contracting Party and investors of other Contracting Party that arise out of or in relation to investment made in its territory by investors of other Contracting Party shall be settled amicably through negotiations between the parties to the dispute. If failing then shall be referred to arbitration in the International Chamber of Commerce. For the arbitration procedure, the rules of arbitration 1988 of the International Chamber of Commerce shall be applied.

2. Any dispute between the Contracting Parties concerning the interpretation or application of this Agreement should, if possible, be settled amicably through negotiations between the Parties to the dispute. If such dispute can not be settled, it shall, upon the request of either Party, be referred to arbitration on such terms and conditions as both the Parties may agree.

ARTICLE 9

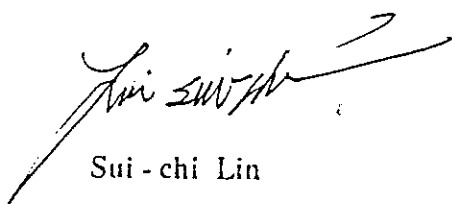
1. This Agreement shall enter into force on the date of signature. It shall remain in force for a period of ten years and shall continue to be in force thereafter unless, after the expiry of the initial period of nine years, either Contracting Party notifies in writing the other Contracting Party of its intention to terminate this Agreement and must get the reply in writing from the other Contracting Party. The notice of termination shall become effective one year after it has been received by the other Contracting Party.

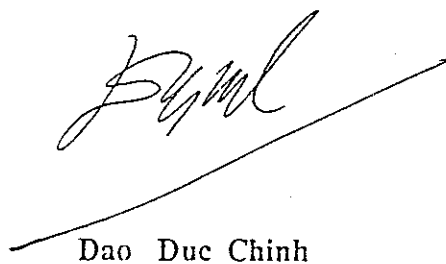
2. In respect of investments made prior to the date when the notice of termination of this Agreement becomes effective, the provisions of this Agreement shall remain in force for a further period of ten (10) years from that date.

Done in duplicate in Hanoi, *on April 21*, 1993, in Chinese, Vietnamese, English languages, each being equally authentic. However, in case of any divergence of interpretation, the English text shall prevail.

Representative of  
The Taipei Economic and  
and Cultural Office in Hanoi

Representative of  
The Vietnam economic  
and Cultural Office in Taipei

  
Sui-chi Lin

  
Dao Duc Chinh