

**Agreement on the Free Trade Area
between the Great Socialist People's Libyan Arab Jamahiriya
and the Tunisian Republic**

The Great Socialist People's Libyan Arab Jamahiriya and the government of the Tunisian Republic;

Proceeding from the brotherly ties that join their two peoples and the exceptional relations that exist between their two countries, their desire to develop and enhance the economic and commercial relations between the two countries, widen the base of joint interests and mutual benefits in various fields, promote economic integration between them, and achieve the development and advancement of the two friendly states;

And with their **faith** in the importance of working on trade exchange liberalisation between them through new texts that suit the nature of the new economic directions of the two countries regionally and internationally, especially in the framework of the Arab League, have agreed to establish a free trade area between the two countries in accordance with the following provisions:

First: Definitions

Article (1)

For the purposes of this agreement, the phrases contained below shall have the meanings adjacent to each of them, as long as context does not suggest otherwise.

1. Agreement:

Agreement to establish a free trade area between the Great Socialist People's Libyan Arab Jamahiriya and the Tunisian Republic.

2. Contracting parties:

The Great Socialist People's Libyan Arab Jamahiriya and the government of the Tunisian Republic.

3. Customs fees and other fees and duties of similar effect:

Customs fees shall have the meaning of fees set out in the customs tariff implemented in both countries and imposed by the State party pursuant to the customs tariff on imported commodities.

Fees and duties of similar effect shall have the meaning of other fees and duties that are imposed by one of the parties on imported commodities. The products of the State party itself shall not be subject to these fees and duties regardless of what these fees and duties are called.

4. Non-customs limitations:

The measures and procedures that the State party may take to manage import from the other party. These limitations shall specifically comprise import licenses, and quantity, monetary, and administrative limitations imposed on imports.

Second: Objectives

Article (2)

Pursuant to the provisions of this agreement, the Great Socialist People's Libyan Arab Jamahiriya and the Tunisian Republic shall establish a free trade area that shall enter into force from the date of the exchange of ratification documents for this agreement.

The objectives of this agreement are as follows:

- Trade liberalisation from all limitations that may block the flow of commodities between the two countries.
- Establish economic and commercial cooperation to reach the intertwining of interests and to accomplish the mutual benefit.
- Optimally utilize the potential available in the two countries and develop partnerships between economic organisations therein.

Third: Sphere of Application

Article (3)

The provisions of this agreement shall apply to commodities and products of domestic origin. The following shall be considered of national origin:

1. Agricultural and animal products, live animals, raw materials, and natural resources.
2. Manufactured products from either of the two countries whereby the percentage of value added to their manufacturing domestically from the workforce, raw materials, and other shall be no less than 40% of their total value, or those in which the percentage of the value of domestic or Maghreb raw materials added thereto is no less than 60% of the total raw materials.

Article (4)

1. Products and commodities traded between the parties shall enjoy the exemptions prescribed in this agreement on the condition that they are accompanied by a certificate of origin issued and certified by the competent authorities in the exporting country.
2. For the purposes of implementing the provisions of this agreement, products and commodities of national origin must be transferred through a direct line between the two countries except on an exceptional basis when goods of Libyan or Tunisian origin that have been transferred through an indirect line between the countries shall be considered of national origin and traded directly between the two countries, on the condition that these products remain under the oversight of the customs of the transit country and that they are not subject to any transfer or change except that which is required for the manufacturing thereof.
3. The requirements related to the technical and practical aspects of the origin of the exchanged materials as well as the requirements for the manner in which the added value is to be calculated shall be determined within the protocol attached to this agreement.

Article (5)

Customs Exemptions

The parties shall provide full exemption from customs fees and fees and duties of a similar effect applied in the two countries. The exemption shall apply to all commodities and products stipulated in Article (3) of this agreement starting from the date of the exchange of ratification documents.

Neither of the parties may impose any new fees or duties after the entry of this agreement into force.

Upon the signing of this agreement, the parties shall exchange the documents pertinent to specifying the customs fees and other fees and duties of a similar effect applied by them in actuality in accordance with the tariff tables included in the first paragraph of this Article.

The parties shall follow the customs tariff under the coordinating system (sh) in classifying the goods exchanged between them.

Article (6) **National Treatment**

Commodities of Libyan or Tunisian origin and source exchanged between the two countries shall be treated as national commodities with regard to the domestic duties imposed in the importing country on the domestic products that are identical thereto.

The domestic tax basis shall be determined, regardless of its name, on the basis of the contracted value for imported commodities and without calculating the customs fees and fees and duties of a similar effect.

Article (7)

This agreement shall not contradict the establishment or entering into of agreements to establish customs federations or free trade zones or measures taken in regards to border trade.

Article (8)

Without prejudice to the provisions of this agreement, all goods exchanged between the two countries shall be subject to quarantine and veterinary laws, security and health laws, and laws concerning the protection of morals, religion, the general system, national archaeological and artistic heritage, and the protection of the environment that are in force in each of the two countries. These limitations and procedures may not be used as indirect barriers to commercial exchange between the two countries.

Commodities and products stipulated in the list of goods that are prohibited from import for religious, environmental, and security reasons and those that have been approved within the scope of the executive program for establishing the Greater Arab Free Trade Area shall be exempt from the field of this agreement's implementation.

Article (9)

The contracting parties shall pledge to cooperate through all means with regard to the technical legislation, standards, and evaluation to reconcile specifications on the basis of international customs for the quality of products.

The parties shall work on creating agreements on mutual recognitions to evaluate reconciliation.

Article (10) **Trade Liberalisation**

The parties shall pledge to not subject goods exchanged between the two countries to any non-customs limitations imposed on import. They shall not be permitted to impose any new limitations after entry of the agreement into force.

Fourth: Trade in Services

Article (11)

The parties shall work to promote trade in the field of services to serve the mutual interests of the two countries.

The parties shall pledge to regulate the operational formats to develop cooperation in this field. The committee stipulated in Article (16) of this agreement shall present proposals to the Financial and Economic Sectorial Committee within a period that does not exceed two consecutive years of the entry of the agreement into force.

Fifth: Protection of Intellectual and Industrial Property Rights

Article (12)

1. The parties shall provide and implement sufficient and effective and non-discriminatory protection in regard to industrial, commercial and intellectual property rights, including recording commercial inventions and labels and industrial design. They shall also protect literary and artistic works and software in conformity with international legislation and systems.
2. The parties shall pledge to cooperate through all means in regard to the legislation, procedures, and measures in place. Each party shall provide the other with its experience in this field.

Sixth: Settling Commercial Transactions and Competition

Article (13)

The settlement of financial transactions related to commercial exchanges between the two countries shall be conducted in conformity with the provisions of the Maghreb Payment Agreement.

The parties shall work to simplify the procedures related to payments to ensure the quick implementation of the implications of commercial contracts.

Article (14)

All practices that aim to obstruct the flow of commercial trade between the two countries shall be considered a violation of the provisions of this agreement, especially:

- Operations of understanding and all functions agreed upon by the organisations that aim to prevent, limit, or violate the implementation of the rules of competition.
- Excessive use of the status of hegemony over the market in either or part of the two countries.

Seventh: Participation in Exhibitions and Demonstrations

Article (15)

The contracting parties shall work to participate in international exhibitions held by either of the parties and each party shall allow the other to establish permanent and temporary exhibitions and commercial centers on their territory and shall provide all facilities necessary to achieve their purposes in the framework of the legislation and systems in force in both of the countries.

Eighth: Implementation and Monitoring of the Agreement

Article (16)

A joint Libyan-Tunisian committee shall be formed in the framework of the Financial and Economic Sectorial Committee and shall have the following tasks:

1. Guarantee respect for the implementation of the parties' obligations in regard to exemption from customs fees and other duties and fees of a similar effect and those related to trade liberalisation in accordance with the items of this agreement.
2. Study the possibility of developing the provisions of the agreement in keeping with the updates in the two countries.
3. Settle disputes that arise between the contracting parties concerning the inference and application of the requirements of this agreement.
4. Submit proposals to promote trade in services.

Article (17)

This agreement shall enter into force from the date of the exchange of ratification documents.

Article (18)

Upon the entry of this agreement into force, this agreement shall enter the place of the Tariff and Trade Agreement signed by the two countries on 12/10/1992.

Article (19)

This agreement shall remain in effect unless either of the parties notifies the other in writing through diplomatic channels of its desire to terminate the agreement before a period of no less than six months. The provisions of this agreement shall remain in force after the termination of its validity in regards to trade contracts entered into during the period of its jurisdiction that have not been completed by the date of its termination.

This agreement was issued in Arabic in the city of Tripoli on 14/06/2001 with two original copies that shall both have legal authority.

On behalf of

**The Great Socialist People's Libyan Arab
Jamahiriya
Abdul Salam Ahmed Juweir
Secretariat of the General People's
Committee for Economy and Trade**

On behalf of

**The Government of the Tunisian Republic

Tahar Sioud
Minister of Trade**

**Bilateral Agreement on the electricity interconnection of the electrical grids
in the Great Socialist People's Libyan Arab Jamahiriya
and the Tunisian Republic**

Article (1)

Preamble

1-1 The two parties to this agreement shall be:

- The General Electricity Company of Libya (referred to in this agreement as GECOL), which shall be represented by the Secretariat of the company's People's Committee.
- The Tunisian Company of Electricity and Gas (referred to in this agreement as STEG, which shall be represented by the President General Manager).

They have entered into this bilateral agreement shall be referred to therein as the parties.

1-2 This agreement shall be an object of essential official negotiations that are continuous and necessary for the establishment, operation, and manufacturing of interconnection grids and the exchange of electrical capacity and energy between the parties, or with other grids as indicated in this agreement.

Each party shall cooperate with the other to prepare the information and technical data as well as any other matters that are related to this agreement and necessary for negotiations.

Article (2)

Obligations and General Grounds

2-1 Energy properties:

The energy capacity and exchanged energy shall by virtue of this agreement be in the form of a three-phase alternating current at a frequency of 50 hertz and with a nominal operation effort suitable for the electricity interconnection.

2-2 Participation in the reserve in cases of emergency:

Each of the parties to the agreement shall be required to provide what it has in terms of surplus generating capacity beyond its load to the other party in cases of emergency within the limits of the capacity of the interconnection equipment and for the maximum possible duration that will not disrupt the security and safety of operating its grid, or with the provision of services to its customers in an economical, effective, and acceptable way, or with the implementation of its obligations towards others and the respect for operation rules for interconnection groups.

2-3 Dealings related to generating capacity and the exchange of surplus capacity and energy:

The party that has a surplus (guaranteed capacity) shall freely elect to provide the following to the other party:

- a. A certain amount of guaranteed capacity and the energy attached thereto that it wishes to sell for a designated period.
- b. Surplus capacity and energy that it may wish to sell outside of emergency times.

2-4 Organisation of the flow of energy:

The parties to the agreement shall cooperate to draft the operating grounds so as to ensure the preservation of the continuous outflow of capacity and energy from one grid to another whereby it shall be as close as possible to preprogramed exchanges.

2-5 Organisation of the outflow of ineffective capacity:

The outflow of ineffective capacity shall be programed and controlled in conformity with the grounds of operating and limitations periodically instituted by the operational committee.

2-6 Operational reserves:

Each of the parties to the agreement shall regularly retain operational reserves that is deems necessary for its grid. Each of the parties may take measures to obtain operational reserves from the other party on the condition of the availability thereof.

2-7 Maintenance programs:

The parties shall coordinate to prepare maintenance programs for their own generating units and transport grids so as to ensure the increase of the dependability of their electrical systems and the use of the interconnection to the maximum extent possible.

2-8 Expansions:

The parties shall cooperate at the required and possible level to coordinate generating expansions and other tasks so as to ensure the increase of the dependability of their electrical systems and the use of the interconnection to the maximum extent possible. The generating and transport system of each party shall be sufficient to the economic and possible extent to cover the load thereof.

Article (3)

Ownership, Operation, and Maintenance of Interconnection Equipment

3-1 The guidance committee shall specify a definition for interconnection equipment and points of exchange. Each of the parties to this agreement shall own, rent, or contract the use of existing interconnection equipment in ground unless agreed upon otherwise. This rental or contracting shall not in any way exempt that party from the obligations thereon consequent from this agreement.

3-2 Each of the parties shall be responsible for operating and maintaining the equipment that it owns, rents, or contracts the use of. It shall bear all expenses consequent therefrom.

Additions and modifications may be made to the interconnection equipment by virtue of the agreement of the parties.

Article (4)

Supply and Measurement

4-1 Capacity and energy supply:

Capacity and energy shall be supplied through exchange points defined by the guidance committee.

4-2 Measurement:

Appropriate measurement equipment to record the quantity of the exchanged capacity and energy readings each hour shall be installed. The quantities recorded by the measurement equipment shall be settled to specify the capacity and energy quantities supplied at the exchange points.

The measurement equipment defined by the guidance committee shall be provided, installed, maintained, and tested in conformity with the precision standards that have been agreed upon by the parties. The calculating meters shall be sealed with the knowledge of the relevant parties.

Removing these seals without the approval of the parties is forbidden. The specifications of the measurement equipment that is to be installed by either party at the measurement sites and shall be based on the description defined by the guidance committee.

4-3 Synchronisation of meters:

The counters of all of the meters in measurement sites shall be synchronised through the use of GPS by means of one satellite. The readings of the meters shall be timed whereby error shall not exceed one thousandth of a second. All readings shall be sent from the parties' various measurement sites to each party's control and oversight centre for the purposes of review. The parties' communications networks shall be used for assistance in that regard.

4-4 Examination and testing of meters:

Each party shall facilitate the task of the other party's authorized delegate to read the calculating meters. Verification of the precision of the meters is necessary by performing the appropriate tests at least one time per year, or on the basis of a request submitted by one party to the other. Each of the parties shall have the right to send a delegate thereof to attend the test. The test may not be performed except in the presence of the delegates of both parties.

4-5 The stopping of meters:

In the case that the meters stop working for the purposes of testing or repair, or due to a malfunction or defect therein, the quantity of the capacity and energy during the period of stopping or defect shall be determined through readings recorded by other meters (if available). If not, they shall be estimated and approved by the operational committee.

4-6 Missing energy:

The quantities of capacity and energy recorded in the meters shall be settled with taking into consideration the quantity of loss in the grid between the measurement sites and points of exchange in order to determine the supplied quantities. This loss shall be calculated and approved by the operational committee.

Article (5)

Classification of Dealings

5-1 The classification of dealings is the topic of this agreement, as are the related provisions, conditions, prices, and fees, which shall be determined by the operational committee and approved by the guidance committee.

5-2 All prices and fees shall be in a currency agreed upon by the parties.

5-3 Special contracts defining the classification of dealings, prices, fees, modifications, and technical condition for the exchange of energy shall be entered into the framework of this agreement in accordance with the procedures stipulated therein.

Chapter (6)

Permanent Committees

6-1 Guidance committee:

The parties shall form a permanent guidance committee composed of at least two of each party's top employees. If one of the members is unable to attend a particular meeting, he shall be represented in this meeting by a person nominated by the same or by the member's immediate director. The notification shall be made immediately and all nominations, exclusions, and or replacements shall be recorded in writing.

Each party shall be responsible for the presidency and secretariat of the guidance committee with rotation every two years based on the alphabetical order of the names of the two countries.

The guidance committee shall be responsible for organising and operating the generating units and transport equipment in the two grids with the objective of achieving greater dependency and efficiency of service in the two grids and interconnection equipment. The guidance committee shall issue the defining rules and grounds for implementing and overseeing these objectives.

6-1-1 Objectives and tasks:

- Set joint standards for dependability.
- Specify planning and operation rules.
- Oversee and monitor these rules.
- Periodically review the performance of each grid.
- Review any new interconnection or expansion projects with the other parties.
- Adopt the conclusions of the planning and operations committees, especially proposals for developing interconnection and determining prices, fees, and monetary settlements the topic of this agreement.
- Determine the bases and calculation of expenses for test energies, added energies, and leaked energies, as well as daily capacity and short-term capacity, transport services, and specify the different types for the exchange of energy that the countries plan on exchanging.

6-1-2 Guidance committee decisions:

All decisions taken by the guidance committee by virtue of this agreement shall be written and signed by the committee members and by a consensus of votes.

6-1-3 Expenses:

Each of the parties shall bear the costs related to its affiliated members in the guidance committee. Any joint expenses the committee bears for functions related to interconnection shall be divided amongst the parties equally or through any other ratio agreed upon by the guidance committee.

6-1-4 Inspection of records and documents:

On the basis of a request submitted by the guidance committee, it is incumbent upon each of the parties to immediately provide it with all necessary documents that corroborate any proceedings or studies related to the agreement.

6-2 Planning committee:

The parties shall form a permanent planning committee composed of at least two members from each party, who shall enjoy significant technical powers and responsibilities. If one of the members is unable to attend a particular meeting, he shall be represented in this meeting by a person nominated by the same or by the member's immediate director. The notification shall be made immediately and all nominations, exclusions, and or replacements shall be recorded in writing.

Each party shall be responsible for the presidency and secretariat of the planning committee with rotation every two years based on the alphabetical order of the names of the two countries.

The planning committee shall be responsible for organising and developing the interconnection equipment. It shall thus exchange information on its future plans. It shall be incumbent upon each party to specify production and transport demands each year for a duration of ten years. This long-term plan shall be drafted on the basis of load expectations and the reserve limit that shall be preserved. The plan shall also include fixed purchases, new power stations, and expansions in energy transport networks. The other party and the guidance committee shall review these long-term plans. It is recommended that the planning committee meet once each year to analyse these long-term plans and verify their conformity with the rules prescribed by the guidance committee.

6-2-1 Objectives and tasks:

The planning committee shall verify consistency between the grids being planned by the parties so as to ensure that the comprehensive planning of networks is done with the observance of dependability and performance regulations stipulated in this agreement as well as other accepted grounds that are agreed upon by the parties.

The tasks of the planning committee shall include but not be limited to the following:

- Review load expectations for the planning period.
- Review expansion programs in generating and transport.
- Review long-term capacity and available energy quantities for exchange between the parties.
- Exchange information that corroborates the sufficiency of generating and transport units included in the plan.
- Review any new interconnection projects with others and make any requested modifications in each grid hat may affect the ability of interconnection.
- Study the possibility of adding equipment to improve interconnection performance.
- Prepare different types of energy exchange, pricing, and fee contracts.

6-2-2 Planning committee decisions:

All decisions taken by the planning committee by virtue of this agreement shall be written and signed by the committee members and by a consensus of votes.

6-2-3 Expenses:

Each of the parties shall bear the costs related to its affiliated members in the planning committee. Any joint expenses the committee bears for functions related to interconnection shall be divided amongst the parties equally or through any other ratio agreed upon by the planning committee.

6-2-4 Inspection of records and documents:

On the basis of a request submitted by the planning committee, it is incumbent upon each of the parties to immediately provide it with all necessary documents that corroborate any proceedings or studies related to the agreement.

6-3 Operations committee:

The parties shall form a permanent operations committee composed of at least two members from each party – it shall be customary for one of them to be the director of operations and the other to be involved in the planning and preparation of the tariff. If one of the members is unable to attend a particular meeting, he shall be represented in this meeting by a person nominated by the same or by the member's immediate director. The notification shall be made immediately and all nominations, exclusions, and or replacements shall be recorded in writing. Each party shall be responsible for the presidency and secretariat of the operations committee with rotation every two years based on the alphabetical order of the names of the two countries.

6-3-1 Committee tasks:

The operations committee is authorized to act on behalf of the parties in all necessary matters to ensure the supply of capacity and energy, and the payment of their value in accordance with the provisions and contents of this bilateral agreement for interconnection.

The tasks of the operations committee shall particularly include but not be limited to the following:

- All matters related to the process of operating the parties' interconnection grids.
- All matters related to measuring, calculating, and preparing invoices for the supply of capacity, energy, and other matters related thereto.
- Coordinate maintenance programs between the parties.
- Balance the short-term load expectation, generating capacity, and required energy.
- Look into any other operating matters that originate from the implementation of the objectives of this agreement or that are referred thereto.
- Calculate and allocate the loss of energy.
- Review and adopt necessary operating limits for the administration of interconnection grids.

6-3-3 Expenses:

Each of the parties shall bear the costs related to its affiliated members in the operations committee. Any joint expenses the committee bears for functions related to interconnection shall be divided amongst the parties equally or through any other ratio agreed upon by the planning committee.

6-3-4 Inspection of records and documents:

On the basis of a request submitted by the operations committee, it is incumbent upon each of the parties to immediately provide it with all necessary documents that corroborate any proceedings or studies related to the agreement. It shall also be necessary for the purposes of technical review and financial audit related to the agreement. Account auditors or technical inspectors affiliated with the parties shall have the right to view the requested documents through the operations committee.

6-3-5 Confidentiality:

Records, documents, and all other secret information required for the purposes of review shall be considered the private property of the party by which it was submitted. Only the managers and relevant personnel affiliated with requesting party may have access to them. No other person shall be permitted access to them except by virtue of written approval from the owner of the information.

Article (7)
Continuity of Service

Each party shall commit to providing appropriate care to maintain continuity of service in terms of supply and receipt of electrical capacity and energy as delineated in this agreement. If the supply of service is interrupted for any reason, the reason for interruption shall be removed, regular operating circumstances shall be restored, and the other party shall be notified thereof as quickly as possible.

Article (8)
Legal Responsibility

Unless provided otherwise by special agreements, neither party may make claims against the other for the unintentional damages caused to electricity circuits, grids, or systems, or the malfunction thereof for any duration resulting from an accident in the other party's circuits or systems. Without prejudice to the generality of the previous text, neither party shall be considered responsible for any losses or damages that befall the other party or others in the case of the suspension of the supply of capacity and energy, or a decrease for any reason, or an increase or decrease in the effort of the supplied energy and capacity by virtue of this agreement to the other parties or if it is affected in any way for any period of time.

Neither of the parties to the agreement may make claims against the other party for any responsibility it is exposed to as a result of damages that befall others for any reason.

Article (9)
Law in Force

This agreement shall be subject to and shall be interpreted in accordance with the law of each country within the scope of its territory.

Article (10)
Cession

The optional cession of the agreement or rights of either party to the agreement shall not be permitted without written approval from the other party, except in cases of the integration, consolidation, or sale of the main assets of one of the parties allocated for the production, transport, distribution, and sale of electricity. The party that shall take over or to which the rights of either party have been ceded whether through optional transfer, judicial sale, or other, shall in all cases be subject to the provisions and condition of this agreement in equal measure as if it were the original party to the agreement.

Article (11)
Settlement of Disputes

11-1 Any dispute that originates between the parties pertaining to this agreement and that cannot be settled amicably shall be referred to the higher committee to oversee and reach a conclusion therein.

11-2 A conclusion may be reached through arbitration in any dispute that arises between the parties pertaining to the contract that have been entered into in the scope of the implementation of this

agreement and cannot be settled amicable. This shall be done in accordance with the agreement between the parties in the aforementioned contracts that also define the law in force.

Article (12)

Review and Modification

12-1 The items of this agreement shall be subject to review with the knowledge of the competent authorities on the basis of a request submitted by either of the parties. In the case that an agreement is reached – on the basis of this review – on the existence of a prejudice, problem, unnecessary burden imposed by the texts of this agreement, or an action or behavior on behalf of one of the parties, the parties shall work on modifying the agreement or adding thereto thereby removing this prejudice, problem, or burden.

12-2 Any modifications that may appear to be acceptable to the parties shall be recorded in writing with the knowledge of each party's authorized representatives.

Article (13)

Date of Entry into Force, Operation, and Termination

13-1 This agreement shall enter into force temporarily from the date of its signing and definitively from the date of the exchange of ratification documents therefor by the competent authorities in both countries.

13-2 This agreement shall remain in effect unless either party notifies the other party in writing of its desire to terminate its validity before a minimum of three years. The contracts and commitments entered into within the framework of the implementation of this agreement shall remain in force until the date of termination of its validity without looking at the date of expiration thereof.

This agreement was signed in Tunis with two original copies in Arabic that shall both have legal authority on Tuesday corresponding to 19/02/2002 AD.

On behalf of

**The Great Socialist People's Libyan Arab
Jamahiriya**

**Engineer / Omran Ibrahim Abu Kar'a
Secretariat of the People's Committee for
the General Electricity Company**

On behalf of

The Government of the Tunisian Republic

**Engineer / Mohamed al-Mansaf Bousen
President General Manager of the Tunisian
Company of Electricity and Gas**

Agreement
on the promotion and protection of investment
between the Great Socialist People's Libyan Arab Jamahiriya
and the Government of the Tunisian Republic

The Great Socialist People's Libyan Arab Jamahiriya and the Government of the Tunisian Republic shall hereinafter be referred to as the contracting parties.

Desiring to strengthen economic relations and enhance cooperation between the two countries;

And recognizing that the promotion and protection of investments would contribute to pushing and stimulating individual investment initiatives and increase the prosperity of both countries;

Have agreed to the following:

Article (1)
Definitions

For the purposes of this agreement

1. The term “investment” shall mean all asset classes accumulated or gained by investors of the contracting party inside the territory of the other contracting party (the added party) in accordance with the laws and arrangements of this other contracting party, which shall specifically include but not be limited to:
 - a. Movable property and real estate, as well as any other rights in rem such as guarantees, subprime mortgages, other mortgages and privileges and beneficial ownership.
 - b. Shares, bonds, and any other classes of contribution to companies.
 - c. Debts or any other rights resulting from investment-related services that have economic value.
 - d. Intellectual property rights such as copyrights, patents, industrial designs, commercial trademarks, commercial crafts, goodwill, and technical knowledge (methods).
 - e. Any right granted by virtue of the law or a contract, including rights related to searching for natural resources, extracting them, using them, and developing them.

Any change in the form in which the assets were invested or reinvested shall not affect the character thereof as an investment by virtue of this agreement, on the condition that this change is in conformity with the laws and arrangements of the contracting party added to the investment.

2. The term “investor” shall mean:
 - a. Any natural person that carries the citizenship of the contracting party in conformity with the laws and arrangements and invests in the territory of the other contracting party.
 - b. Any legal person that is established or created in conformity with the laws and arrangements of the contracting party and invests in the territory of the other contracting party.
3. The term “revenues” shall mean the amounts resulting from investment, and shall especially include but not be limited to interest, dividends, remunerations (royalties) and any other bonuses.
4. The term “territory” shall mean the territory that falls under the sovereignty of the contracting party, including regional waters, deep sea zones, and other maritime zones over which this contracting party has sovereignty rights or jurisdiction in accordance with international law.

5. The term “convertible currency” shall mean any currency that is convertible, valid for monetary fulfilment in international commercial transactions, and in circulation in international stock exchanges.

Article (2)

Promotion and Protection of Investments

1. Each contracting party shall promote investments completed in its territory by investors from the other contracting party. These investments shall be accepted in conformity with the laws and arrangements thereof.
2. Each contracting party shall provide the investments completed in its territory by the investors of the other contracting party with equitable and fair treatment. It may not use unreasonable or discriminatory procedures to cause damage to the actions of these investors, neither may it cause damage by managing these investments, retaining them, benefitting from them, utilizing them, or transferring them by these investors. Each contracting party shall provide this investment with protection and security.

Article (3)

Treatment of Investments

1. Each contracting party shall provide the investments completed in its territory by the investors of the other contracting party and the revenues from these investments with equitable and fair treatment. His treatment may not in any case be less favourable than the treatment granted to its investors or to the investors of a most favoured nation. The treatment that is more favourable to the investor shall be granted.
2. The provisions of this agreement pertaining to more-favourable treatment granted to investors of any contracting party or to investors of a third party do not obligate either of the contracting parties to grant the investors of the other contracting party any treatment, privileges, or favour resulting from the following:
 - a. Existing or future free trade zones, customs unions, common markets, or any regional economic agreements that either contracting party either is or may be a party to.
 - b. Any international agreement or arrangement that pertains in whole or in majority to customs.
 - c. Any multiparty agreement or treaty that pertains in whole or in majority to investment.

Article (4)

Compensation for Losses

Investors of the contracting party whose investments completed in the territory of the other contracting party experienced losses as a result war, armed conflict, revolution, emergency, insurrection, rebellion, or rioting shall be treated by the added contracting party no less favourably than the treatment granted to investors of this added contracting party or to investors of a most favoured. It shall grant to treatment that is most favourable to the investor in relation to compensation or reparation for damage or any other settlement.

Article (5)

Seizure

1. The seizure or nationalisation of the investments of the investors of either of the contracting parties that are completed in the territory of the other contracting party is forbidden, as is subjecting them to any other direct or indirect procedures the result of which resemble seizure

or nationalisation (and those mentioned after seizure) except for the purpose of the public interest, and on a non-discriminatory basis in conformity with the procedures stipulated in the law and in exchange for an immediate, fair, and effective compensation.

2. Compensation shall be equivalent to the value of the fair market value of the investment that was seized directly before the seizure or the announcement thereof to the public, whichever proceeds the other.
3. The compensation shall be paid without delay and shall be transferrable to the territory of the other contracting party to which the claimant belongs, or to any other country as agreed upon by the claimant and the contracting party that performed the seizure. It shall include a fair compensation for any delay in payment caused by the contracting party.

Article (6) **Transfer**

1. Each contracting party shall guarantee the investors of the other contracting party the freedom to transfer payments related to investment through a convertible currency. These payments shall especially include but shall not be limited to the following:
 - a. The principal and additional amounts to retain, develop, or advance the investment.
 - b. Revenues.
 - c. Sales yield or the full or partial liquidation of the investment, including the increase in value for the capital that was invested.
 - d. Payments completed to fulfil loans taken legally.
 - e. Compensations paid in accordance with Article (4) and Article (5).
 - f. The earnings and salaries of employees recruited from abroad that work in the scope of investment in accordance with the added contracting party's laws and arrangements in force.
 - g. The transfers mentioned in paragraph (1) of this article shall be completed without any restriction or delay in a convertible currency and at the rate of exchange in effect in the market as of the date of transfer in terms of transactions in the currency of the transfer.

Article (7) **Creditor Subrogation**

1. If the compensation is paid to the investor affiliated with either of the contracting parties by virtue of a guarantee granted to him regarding an investment in the territory of the other contracting party, the other contracting party shall recognize the ceding of the investor that was compensated for all or part of his rights and demands to the recipient (the guaranteeing party) by virtue of a law or on the basis of a legal agreement. The recipient (the guaranteeing party) or his substitute shall bear the right to exercise these rights and implement these demands by virtue of the creditor subrogation principle equally to the compensation of the investor.
2. The recipient (the guaranteeing party) shall enjoy the same treatment relating to rights and the implementation of demands, including those related to the provisions pertaining to the settlement of disputes between the investor and the contracting party stipulated in this agreement and within the limitations of the creditor subrogation principle mentioned in paragraph (1) of this article.

Article (8) **Settling Disputes Between the Investor and the Contracting Party**

1. Any legal dispute shall be settled amicably whenever it arises between a contracting party and an investor from the other contracting party pertaining to an investment.
2. If an amicable settlement to this dispute is not reached within six months starting from the date it was raised in writing, it may be referred to the following:
 - a. The competent courts of the contracting party in whose territory the investment was completed.
 - b. Or the arbitration of the International Center for Settlement of Investment Disputes that was established by virtue of the Convention on the Settlement of Investment Disputes Between States and Nationals of Other States that was disseminated for signature in Washington D.C on 18 March 1965 AD.
 - c. Or a special arbitration authority unless the disputing parties have agreed on otherwise. It shall be formed in conformity with the arbitration rules of the United Nations Commission on International Trade Law.
3. The disputing parties have agreed that all disputes related to investment shall be referred to the courts or for arbitration by the International Center or an arbitration authority stipulated in paragraph (2) on the basis of the decision of the investor. This decision shall be final.
4. Either of the contracting parties that are a party in the dispute may file an opposing claim during any stage of the arbitration procedures or the implementation of the arbitration decisions on the basis that the investor of the other party in the dispute had obtained, by virtue of a guarantee, compensation for all or part of the losses.
5. The decisions shall be definite and obligatory on both parties of the dispute.

Article (9)

Settling Disputes Between the Contracting Parties

1. Any dispute that arises between the contracting parties and is related to the application or analysis of this agreement shall to the extent possible be settled through diplomatic means.
2. If a settlement of the dispute cannot be reached within six months of the request for negotiations by either of the contracting parties, either contracting party may send a written notification to the other contracting party to refer the matter for arbitration in conformity with this article.
3. An arbitration body shall be formed for each special case, and each contracting party shall appoint a member. The two members shall select a citizen of a third country to be appointed by the contracting parties as president of the body. The two members shall be appointed within two months, and the president without four months beginning with the date that the written notice mentioned in paragraph (2) of this article is received.
4. If the necessary appointments are not made within the timeframes stipulated in paragraph (3) of this article, and in the case of an absence of another agreement, either contracting party may summon the president of the International Court of Justice to perform the necessary appointments. If the president is a citizen of a contracting party or is unable to perform the aforementioned duties, the vice president shall be summoned that succeeds him in the performance of the aforementioned duties. He shall perform the necessary appointments. If the vice president of the International Court of Justice is a citizen of a contracting party or is unable to fulfil the aforementioned duties, a member of the International Court of Justice shall be summed that succeeds him directly in rank and that is not a citizen of either contracting party and is capable of performing the aforementioned tasks for the necessary appointments.
5. The arbitration body shall take its decisions with a majority vote. It shall specify its procedures and shall take its decisions in accordance with this agreement and the provisions in effect and

the principles of international law. The decisions of the body shall be definitive and obligatory on both contracting parties.

6. The contracting parties shall equally bear the expenses of the body, including the remuneration of its members. The body may decide to hold either of the contracting parties responsible for the larger share of the expenses.

Article (10)

Implementation of Other Provisions

When the provisions of a law of either contracting party, or the obligations of presently existing international law between the contracting parties or law that will be implemented in the future in addition to this agreement, contain general or specific provisions that grant more favourable treatment than the treatment granted in accordance with this agreement for investments completed by the investors of the other contracting party, these provisions shall outweigh this agreement.

Article (11)

Implementation of the Agreement

1. Investments that were established or gained shall be subject to this agreement beginning from the date of the entry of this agreement into force.
2. In regards to existing investments upon the entry of this agreement into force completed starting from 06/06/1973, it shall remain subject to the agreement on the promotion and transfer of capital entered into by the contracting parties on 06/06/1973.
3. The agreement concluded between the contracting parties on 06/06/1973 pertaining to the promotion and transfer of capital for investment and its guarantee shall be revoked upon the entry of this agreement into force, except in relation to the investments mentioned in paragraph (2) of this article.
1. This agreement shall be subject to ratification in accordance with the procedures in force in both countries. Each contracting party shall notify the other contracting party upon its completion of the necessary domestic procedures for the entry of the agreement into effect. The agreement shall enter into force starting from the date that either contracting party receives a notification of the completion of ratification procedures.
2. This agreement shall be in effect for a period of fifteen years and shall be subject for renewal automatically for an equal period unless either contracting party notifies the other contracting party in writing of its desire to terminate its validity or modify it, one year before the date of its termination.
3. The provisions of this agreement shall remain in force for a period of fifteen years in terms of investments that were established before notification of the termination of the agreement.

In witness of what was presented, the two authorized delegates from each of the two countries has signed this agreement.

This agreement was issued in the city of Tripoli on 19/02/2005 AD with two original copies in Arabic.

On behalf of

**The Great Socialist People's Libyan Arab
Jamahiriya
Dr / Abdel Qader Omar al-Kheir**

On behalf of

**The Government of the Tunisian Republic
Mondher al-Zanaidy**

**Agreement on the rules of origin
attached to the Free Trade Agreement
between the Great Socialist People's Libyan Arab Jamahiriya
and the Tunisian Republic**

Pursuant to the text of Article (4) of the Free Trade Zone Agreement signed on 14/06/2001 between the General People's committee of the Great Socialist People's Libyan Arab Jamahiriya and the Tunisian government, the two parties have agreed to the following:

**Article (1)
Definitions**

For the purposes of this agreement, the terms and words contained therein shall have the following meanings:

- a. Manufacturing: The process or the series of processes to which production inputs are subject to in order to produce or transform the materials, products, or commodities.
- b. Materials used in production: The raw materials or starting materials or half-manufactured products or the medium used in the production of commodities.
- c. Commodity: Final products originating from mining, extracting, agriculture, or fishing, or originating from a manufacturing process.

**Article (2)
Ways of Specifying Origin**

For the purposes of implementing this agreement and without prejudice to Article (3) thereof, the following commodities or products shall be considered of national origin:

- a. Products fully generated in the country of either party in accordance with the notion of Article (4) of this agreement.
- b. Commodities manufactured in the country of either party and that is produced using an input or inputs from a country of origin of a third party, whereby the percentage of domestic value added to its manufacturing by the workforce or raw materials or others is no less than 40% of its total value.

This percentage shall be calculated on the basis of the following equation:

Total net price of customs and fees upon the exit of the product from the factory.

Minus: The value upon import, including the expenses of transport and insurance for raw materials imported from outside of the two countries and included directly in the manufacturing of the product multiplied by 100.

Over: Total net price of customs and fees upon the exit of the product from the factory.

- c. Commodities manufactured in the country of either party that is produced with an input or inputs of non-Maghreb origin, whereby the percentage of Maghreb value added to its manufacturing by the workforce, raw materials, or others is no less than 60% of its total value.

This percentage shall be calculated by the following equation:

Total net price of customs and fees upon the exit of the product from the factory.

Minus: The value upon import, including the expenses of transport and insurance for materials included in production imported from outside the Maghreb countries and added directly to the manufacturing of the product multiplied by 100.

Over: Total net price of customs and fees upon the exit of the product from the factory.

The standard of the added value shall be taken as the basis for designating the origin in accordance with the provisions of this agreement and with taking into consideration either of the following two standards:

- Customs classification change standard, which shall clearly contain the items and subsidiary items.
- Manufacturing processes standard, which shall precisely mention the process that specifies the origin of the relevant commodities.

Article (3) **Cumulative Origin**

- a. Materials entered into the production of a commodity that originate from the country of either party in accordance with the contents of paragraph (b) of Article (2) shall be considered as if it were of the origin of the other party. They shall be considered within the value of materials of national origin added to production.
- b. Materials originating from one of the other Maghreb states shall be considered as if it were of Libyan or Tunisian origin in accordance with the contents of paragraph (c) of Article (2). They shall be considered within the value of materials of national origin added to production, on the condition of the approval of the equivalent rules of origin between Tunisia, Libya, and these states.

Article (4) **Fully Generated Products**

The following shall be considered products generated in Libya or Tunisia:

- a. Metal products extracted from the land or deep sea of either country.
- b. Plant products reaped or harvested in either country.
- c. Animals born or raised in either country.
- d. Products generated from animals raised in either country.
- e. Products of hunting or fishing practiced in either country.
- f. Products of sea fishing and other products extracted from the sea by means of ships in either country.
- g. Products from the materials mentioned in the above paragraph (f) manufacturing specifically on “manufacturing ships” affiliated with either country.
- h. Used materials that cannot be returned to raw materials.
- i. Waste resulting from manufacturing processes completed in either country.
- j. Products extracted from territory or groundwater outside of either country’s regional waters, as long as the process of extraction is performed for the purposes of utilizing rights alone on this land or seawater.
- k. Commodities manufactured from products mentioned from paragraphs (a) to (j).

Article (5)

Insufficient Secondary Processes

Processes considered secondary and thus insufficient to formalise the origin:

- a. Processes to preserve commodities in their natural state during transport or storage. (ventilation, salting, removal of damages items, or similar processes).
- b. Packaging, collecting, basic division, and similar simple covering processes.
- c. Other simple processes such as:
 - Simple dissolving in water or through any other solvent or the mixing and blending of two or more materials.
 - Cleaning, including removing rust, grease, paint, and others.
 - Trimming and removing extra materials.
 - Examining, testing, numbering, sorting, and calibrating.
 - Coating, washing, or sterilising.
 - Process of decorating textiles, such as folding, polishing, and simple ornamentation.
 - Simple embroidery and other similar processes.
 - Placing labels on the commodities or wrapping them, or similar distinguishing markings.

Article (6)

Direct Transport

- a. The exemption stipulated in Article (5) of the Free Trade Zone Agreement between the Great Socialist People's Libyan Arab Jamahiriya and the Tunisian Republic and the Great Socialist People's Libyan Arab Jamahiriya on the products and materials of Tunisian or Libyan origin that are transported directly between the two countries.
- b. On an exceptional basis, goods of Tunisian or Libyan origin that are transported through an indirect channel between the two countries shall be considered exchanged directly, on the condition that these products remain under the oversight of transit customs and that they are not subject to any transformation, change, or that which would require the maintenance thereof.
- c. Indirect transport or transit shall be confirmed with the submission of a statement to the customs authorities of the importing country:
 - With a transport declaration issued in the country of export and/or;
 - A certificate issued by the customs authorities party in the transit country (transit) containing a detailed description of the goods, date of discharge and re-shipping, and the circumstances through which these products passed during their presence in the transit country.

In the case of a lack of the former, every document accredited by the customs authorities party in the import country shall be considered sufficient.

Article (7)

Proof of Origin

Products of Libyan or Tunisian origin in accordance with the conception of this agreement and exchanged between the parties shall be accompanied by a certificate of origin in accordance with the attached approved form meeting all of its information.

Article (8)

Procedures for Issuing and Ratifying Certificates of Origin

Certificates of origin shall be issued by the agricultural, manufacturing, and commerce chambers in the two countries. They shall be ratified by the Libyan Tunisian Arab Economic Chamber or the consulates, and shall be marked and overseen by the customs authorities in the two countries.

Article (9)

Issuing a Retroactive Certificate of Origin

- a. On an exceptional basis, a certificate of origin may be issued after the export of products in the case that one is not issued in time for export due to errors or unintended negligence in the certificate, or if the issuing authorities confirm that the certificate of origin has been issued but was not accepted upon import for external reasons.
- b. The exporter must clarify the place and date of the export of the products to which the certificate of origin is related in a request form, as well as the reasons for this request.
- c. The certificate of origin shall be endorsed in Arabic with the phrase “Issued Retroactively.”

Article (10)

Issuing an Exact Copy of the Certificate of Origin

- a. In the case of the loss or damage of the certificate of origin, the exporter may request from the competent authorities that issued the initial certificate an exact copy on the basis of the export documents present therein.
- b. The exact copy of the certificate that was previously issued shall have the phrase “facsimile” written thereon. This copy shall bear the same number and date as the original certificate or origin and this date shall be used in the calculation of timeframes for the validity of the certificate of origin.

Article (11)

Validity of the Certificate of Origin

- a. The certificate of origin must be presented in types letters to the customs authorities in the country imported the goods at the time of clearance. No more than four months are to have passed since the date of the issuance thereof.
- b. Certificates of origin submitted to the competent authorities after the passage of the certificate’s period of validity may be accepted in order to apply the preferential system. This shall occur upon the inability to submit the same before the final designated due to a force majeure, or exceptional circumstances accepted by the importing state.
- c. The competent customs authorities in the importing country may accept certificates of origin in the case of their submission after the designated date if the products are submitted before the designated date.

Article (12)

Subsequent Monitoring

- a. The customs administrations in both countries shall work in cooperation amongst themselves to monitor the validity of the certificates of origin in terms of form and content.
- b. The customs administration in either country may request that the customs administration of the other country perform preliminary subsequent monitoring of the certificate of origin, setting out the essential and pro forma reasons for the inspection request and the aspects that require further clarifications.

- c. In this case, the entry of goods related to the certificate of origin that is undergoing subsequent monitoring into the importing country is permitted after the submission of a guarantee of payable customs fees and duties (service fees and renderings) in conformity with the laws and systems in force in the importing country.
- d. The period of this monitoring shall be specified by three months starting from the date of the request thereof. It shall be extended upon necessity for an equal period. In the case that the inquiring customs administration fails to achieve definitive subsequent monitoring results within the limits of the aforementioned period, it may consider the relevant certificates void.
- e. The inquiring customs administration shall consider the results of the subsequent monitoring obtained within the aforementioned period to be definitive.

Article (13)

Exchange of Seals Forms

The customs administrations in both countries shall exchange seals forms prepared for official endorsement on certificates of origin. Each administration shall inform the other of any modification or change in this regard.

Article (14)

Agreement Implementation

This agreement shall be considered an integral part of the Free Trade Zone Agreement signed between the two countries on 14/06/2001. It shall enter into force from the date of the exchange of ratification documents.

The provisions of this agreement may be modified on the basis of a proposal from either party after the approval of the other party. This modification shall be effective from the date of the exchange of ratification documents and shall enter into force from the date of the exchange of the ratification documents.

Issued in the city of Tripoli on 18/02/2003 AD with two original copies in Arabic.

On behalf of

**The Great Socialist People's Libyan Arab
Jamahiriya**

**Dr / Shoukry Mohamed Ghanem
Secretariat of the General People's
Committee for Economy and Trade**

On behalf of

The Government of the Tunisian Republic

**Mondher al-Zanaidy
Minister of Tourism, Trade, and
Traditional Industries**

Exporting country name

Exporting country banner

Certificate of Origin

By virtue of the Free Trade Zone Agreement signed between the Tunisian Republic and the Great Socialist People's Libyan Arab Jamahiriya on 14/06/2001

Number

Exporter and address /		Manufacturing company /			
Importer and address /		Number and date of invoice /			
Number, type, numbers, and labels on parcels	Type of goods	Weight		Quantity	Value in foreign currency
		Gross	Net		

Total value number and in writing

Production element data

Foreign cost elements	Quantity	Value
1-		
2-		
3-		
4- Foreign entity revenues

Total		
Final production cost		

Exporter statement: I affirm the validity of the aforementioned information and that the goods are from the origin

And that (1) Domestic added value

/ Maghreb added value

Represents the percentage of (number and in writing) from the total production cost

Issued on

Signature

Date

..... testifies that the commodities whose information is included above are from the origin

Issued on

Date

Signature and seal of Commerce, Manufacturing, and Agriculture Chamber

Signature and seal of ratifying entity	Customs administration visa

(a): Place the symbol (x) in the appropriate box

**Agreement related to the establishment of a joint customs port in the Ras Ajdir border zone
between the Great Socialist People's Libyan Arab Jamahiriya
and the Tunisian Republic**

The Great Socialist People's Libyan Arab Jamahiriya and the Tunisian Republic, hereinafter referred to as the contracting parties;

Seeking to promote the brotherly ties between their two friendly states, determined to reinforce the commercial, economic, and organizational relations, and given their interest to deepen the foundations of economic integration between them and achieve the ease of the flow of movement of travellers and goods through the borders between the two countries, have agreed on the following:

Article (1)

The following phrases contained in this agreement shall have the following meanings:

- Customs port circuit: The joint space on both sides of the international borders of both parties, that specifically contain constructs for both countries. This borders of this circuit shall be regulated pursuant to the protocol to this agreement, and it shall be encircled by a single wall.
- Designated areas: Spaces, storages, stores, and other areas designated for the housing of goods and means of transportations detained definitively or temporarily awaiting the settlement of their status.
- Customs procedures: All customs, health, agricultural, veterinary, and other procedures related to foreign trade.

Article (2)

The contracting parties shall establish a joint customs port between the two countries in the area agreed upon within the border zone in Ras Ajdir.

Article (3)

Each party shall establish administrative buildings within the international borders opposite to the administrative buildings of the other party inside the area mentioned in Article (2). These buildings shall be encircled by a single wall that identifies the joint customs port circuit.

The establishment of the joint customs port, its set up and maintenance, responsibility for its operation expenses, and the organisation of the workflow therein shall be determined by virtue of the provisions and conditions that are regulated pursuant to the protocol to this agreement.

Article (4)

The Tunisian buildings shall be utilized in the completion of customs procedures for travellers and goods headed to the Great Socialist People's Libyan Arab Jamahiriya by the competent authorities on the Tunisian side, then by the competent authorities on the Libyan side.

The Libyan buildings shall be utilized in the completion of competent customs procedures for travellers and goods headed to the Tunisian Republic by the competent authorities on the Libyan side, then by the competent authorities on the Tunisian side.

Article (5)

The responsibility for initiating the customs procedures for travellers and goods shall fall on the competent authorities in the supply country after the completion of customs procedures by the competent authorities in the export country.

Customs procedures shall be considered completed by either party:

- a. For travellers, after they obtain a transit permit.
- b. For goods, after the obtainment of a permit for their referral or release.

Goods for which all permit procedures were not completed in the supply country shall be directed to the designated areas in this country.

Article (6)

The procedures stipulated in Article (4) of this agreement shall be taken by the competent authorities in accordance with the rules, arrangements, and regulations in force in their country.

Article (7)

Procedures taken by either party in the joint customs port shall be considered equivalent to those taken in its territory. The courts of this party shall have competence for adjudicating in cases that are brought concerning these customs procedures.

Article (8)

The employees of both parties in the customs port circuit shall work in cooperation and mutual assistance to the extent possible to perform their tasks intended to prevent and locate violations of the legal or arranged provisions and the regulations that they have been assigned to implement.

Article (9)

Each contracting party shall grant the employees of the other party working in its territory in the joint customs port circuit upon their performance of their tasks the same protection and assistance that is guaranteed by legislation in force for their employees.

Article (10)

The parties may establish other joint customs ports when necessary in accordance with the rules and conditions stipulated in this agreement.

Article (11)

This agreement shall enter into force starting from the date of the exchange of ratification documents in conformity with the legal procedures in effect in each country.

Article (12)

The provisions of this decree shall be in effect for a period of three years and shall be automatically renewable for an equal period, unless either party expresses in writing its desire to terminate it six months before the date of the completion of its validity.

Issued in the city of Tunis with two original copies in Arabic on 18/02/1430 FBP.

On behalf of

**The Great Socialist People's Libyan Arab
Jamahiriya
Dr / Mohamed Abdallah Bayt al-Mal
Secretariat of the General People's
Committee for Finance**

On behalf of

**The Government of the Tunisian Republic
Tawfiq Bakaar
Minister of Finance**

**Cooperation Agreement in the tourism field
between the Great Socialist People's Libyan Arabic Jamahiriya
and the Tunisian Republic**

The Great Socialist People's Libyan Arab Jamahiriya and the Tunisian Republic, proceeding from the relations between them and faith in the importance of common action and promoting, developing, and strengthening the cooperative touristic relations between their two countries, have agreed to the following:

Article (1)

The parties shall take necessary measures to promote the flux of tourism between their two countries. For this purpose, each of them shall work to develop cooperation between their entities responsible for tourism, tourism institutions, and equipped agencies in the tourism sector.

Article (2)

The parties shall exchange information related to the tourism development and marketing, as well as media publications and materials for revitalising the flow of tourism between them.

Article (3)

The parties shall encourage those interested in the tourism sector in both countries to cooperate and assist one another to promote, revive, and market their tourism product, and provide their citizens interested in visiting either of the two countries with all of the necessary facilities.

Article (4)

The parties shall encourage cooperation in the field of tourism promotion through the organization of tourism weeks and participation in tourism exhibitions, displays, conferences, and panels that are held in the two countries.

Article (5)

The parties shall encourage cooperation between hotel establishment and tourism institutions and provide sets for education and training in different tourism and hotel-related occupations and specializations in the specialized institutes in both countries.

Article (6)

The parties shall exchange experience and skills in the tourism establishment sector and encourage the establishment of joint tourism projects in accordance with the laws in force in the two countries.

Article (7)

The parties shall cooperate, consult, exchange opinions, coordinate, and unify stances in the international tourism organization in a way that supports the mutual interests of the two countries.

Article (8)

A joint technical committee shall be formed and shall be entrusted with studying and drafting arrangements that aim to contribute to accomplishing designated objectives within the scope of this agreement.

This committee shall hold periodic meetings alternating in both countries.

Article (9)

This agreement shall enter into force from the date of the exchange of ratification documents.

This agreement may be reviewed with a joint agreement by virtue of a request by either contracting party. The ratified amendments shall enter into force in conformity with the procedures stipulated in paragraph (1) of this article.

Article (10)

This agreement shall remain in effect for a period of three years and shall be automatically renewed for an equal period unless either party informs the other party of his desire to suspend or cancel it through a written notification directed to the other party before six months of the date of its expiry.

This agreement was issued and signed in the city of Tunis on 25/06/2004 AD with two original copies in Arabic.

On behalf of

**The Great Socialist People's Libyan Arabic
Jamahiriya**
Mohamed al-Taher Hamoudah Siyala
**Assistant Secretariat for Cooperation in
the General People's committee for
Foreign Communication and International
Cooperation**

On behalf of

The Government of the Tunisian Republic
Fakhr al-Din al-Masa'y
Secretary of State
**For the Minister of Tourism and
Traditional Industries**

