

**No. 52633\***

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**Canada  
and  
Jordan**

**Agreement between the Government of the Hashemite Kingdom of Jordan and the Government of Canada concerning investment insurance. Ottawa, 2 June 1987**

**Entry into force:** *2 June 1987 by signature, in accordance with article 7*

**Authentic texts:** *Arabic, English and French*

**Registration with the Secretariat of the United Nations:** *Canada, 13 April 2015*

*\*No UNTS volume number has yet been determined for this record. The Text(s) reproduced below, if attached, are the authentic texts of the agreement /action attachment as submitted for registration and publication to the Secretariat. For ease of reference they were sequentially paginated. Translations, if attached, are not final and are provided for information only.*

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**Canada  
et  
Jordanie**

**Accord entre le Gouvernement du Royaume hachémite de Jordanie et le Gouvernement du Canada relatif à l'assurance des investissements. Ottawa, 2 juin 1987**

**Entrée en vigueur :** *2 juin 1987 par signature, conformément à l'article 7*

**Textes authentiques :** *arabe, anglais et français*

**Enregistrement auprès du Secrétariat des Nations Unies :** *Canada, 13 avril 2015*

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[ ENGLISH TEXT - TEXTE ANGLAIS ]

AGREEMENT BETWEEN THE GOVERNMENT OF  
THE HASHEMITE KINGDOM OF JORDAN  
AND THE GOVERNMENT OF CANADA  
CONCERNING INVESTMENT INSURANCE

The Government of the Hashemite Kingdom of Jordan (hereinafter called Jordan) and the Government of Canada (hereinafter called Canada);

DESIROUS of strengthening the friendly relations between them and of furthering the development of economic relations between Canada and Jordan, in particular through investment;

MINDFUL of the benefits that insurance by the Government of Canada, through its agent the Export Development Corporation (hereinafter called the Insuring Agency), of Canadian investment in Jordan would provide;

HAVE agreed as follows:

1. In the event of a payment by the Insuring Agency under a contract of investment insurance for any loss by reason of:

- (a) war, riot, insurrection, revolution or rebellion in Jordan;
- (b) the arbitrary seizure, expropriation, confiscation, or deprivation of use of any property by a Government, or any Agency thereof, in Jordan;
- (c) any action by a Government or Agency thereof in Jordan, other than action of the kind described in subparagraph (b), that deprives the investor of any rights in, or in connection with, an investment; or
- (d) any action by a Government, or an Agency thereof, in Jordan that prohibits or restricts the transfer of any money or the removal of any property from that country;

the Insuring Agency shall be authorized by the Government of Jordan to exercise the rights having devolved on it by law or having been assigned to it by the predecessor in title.

2. To the extent that the laws of Jordan partially or wholly invalidate the acquisition of any interest in any property within its national territory by the Insuring Agency, Jordan shall permit the investor and the Insuring Agency to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such interests under the laws of Jordan.

3. The Insuring Agency shall assert no greater rights than those of the transferring investor under the laws of Jordan with respect to any interest transferred or succeeded to as contemplated in international law.

4. Should the Insuring Agency acquire, under investment insurance contracts, amounts and credits of the lawful currency of Jordan, Jordan shall accord to those funds treatment no different than that which it would accord if such funds were to remain with the investor, and such funds shall be freely available to Canada to meet its expenditures in the national territory of Jordan.

5. This Agreement shall apply only with respect to insured investments in projects or activities which are permitted by Jordan.

6. (a) Differences between the two Governments concerning the interpretation and application of the provisions of this Agreement or any claim arising out of investments insured in accordance with this Agreement, against either of the two Governments, which, in the opinion of the other, present a question of public international law, shall be settled, insofar as possible, through negotiations between the two Governments. If such differences cannot be resolved within a period of three months following the request for such negotiations, they shall be submitted, at the request of either Government, to an ad hoc tribunal for settlement in accordance with applicable principles and rules of public international law.

(b) The arbitral tribunal shall consist of three members and shall be established as follows: each Government shall appoint one arbitrator; a third member, who shall act as Chairman, shall be appointed by the other two members. The Chairman shall not be a national of either country. The arbitrators shall be appointed within two months and the Chairman within three months of the date of receipt of either Government's request for arbitration.

(c) If the foregoing time limits are not met, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments.

(d) If the President of the International Court of Justice is prevented from carrying out the said function or if he is a national of either country, the appointment or appointments shall be made by the Vice-President, and if the latter is prevented from carrying out the said function or if he is a national of either country, the appointment or appointments shall be made by the next senior judge of this Court who is not a national of either country.

(e) The arbitral tribunal shall decide by a majority vote. Its decision shall be final and binding on both Governments. Each of the Governments shall pay the expenses of its member and its representation in the proceedings before the arbitral tribunal; expenses of the Chairman and other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt other regulations concerning costs. In all other matters, the arbitral tribunal shall regulate its own procedures. Only the respective Governments may request arbitral procedure and participate in it.

7. (a) If either Government considers it desirable to modify the provisions of this Agreement, this procedure may be carried out through a request for consultation or by an exchange of correspondence and shall begin not later than sixty (60) days from the date of the request.

(b) The modification of the Agreement agreed between the two Governments shall enter into force upon their confirmation on a date which shall be mutually agreed upon by an Exchange of Notes.

This Agreement shall enter into force upon signature by both Parties. It shall continue in force until terminated by either Government on six months notice in writing to the other. In the event of termination, the provisions of the Agreement shall continue to apply, in respect of insurance contracts issued by the Insuring Agency while the Agreement was in force, for the duration of these contracts, provided that in no case shall the Agreement continue to apply to such contracts for a period longer than 15 years after the termination of this Agreement.