

中華民國與甘比亞共和國 投資促進及相互保護協定

中華民國與甘比亞共和國（以下稱為「締約國」）；

欲為兩國之相互利益而加強經濟合作；

意為締約國一方之投資人於締約國他方領域內所為之投資創造優惠條件；

咸認本協定對該等投資之促進及保護將有助於激勵投資人之商業活動並增進兩國繁榮；

達成協議如下：

第一條 定義

就本協定而言：

一、「投資」一詞係指締約國一方之投資人於締約國他方領域內依據後者之法規所投資之各類資產，特別包括但不限於：

（一）企業；

（二）動產、不動產及任何其他財產權，諸如抵押權、留置權及質權；

（三）股份及以任何其他形式參與一家企業；

（四）具有經濟價值且與投資相關之契約下，對金錢或任何履約行為之請求權；

（五）智慧財產權、技術程序、專門技術及商譽；

（六）依據法規或契約賦予之從事經濟及商業活動之權利，包括對自然資源之探勘、培植、提煉或開發之特許。

任何對資產之投資或再投資形式之變更不應影響其作為投資之性質，若該等變更符合締約投資地主國之法規。

二、「投資人」一詞係指依據締約國他方之法規及本協定之規定，於締約國他方領域內投資之任一方締約國之自然人或企業：

（一）依據該締約國法規被認定為該締約國國民之自然人；

或

(二) 依據該締約國法規設立，且於該締約國領域內設有場所或總部並具有實際的經濟活動之企業。

「企業」一詞係指任何依相關法規設立或組織之實體，無論其是否營利，且無論其係由私人或政府擁有或控制，包括任何公司行號、信託、合夥、獨資企業、合資企業或其他協會；以及企業之分支機構。

三、「收益」一詞係指投資所生之數額，特別包括但不限於利潤、股利、利息、資本利得、權利金及費用。

四、「領域」一詞係指任一方締約國之領域，包括該締約國依據國際法及其內國法得行使主權或管轄權之領土、內海、領海及領空、專屬經濟海域及延伸於領海以外之大陸棚。

第二條 投資之促進及許可

一、各締約國應於其法規體制內，創造優惠條件以吸引締約國他方之投資人於其領域進行投資。

二、各締約國應依據其法規許可締約國他方之投資人於其領域所為之投資。

三、當締約國一方許可於其領域內所為之投資時，應依其法規，給予該投資及與履行授權協議及技術、商業或行政協助契約有關之必要許可。

第三條 投資保護

一、締約國一方之投資人於締約國他方領域內所為之投資應依據國際習慣法給予公平及公正待遇，並應享有充分保護及安全。

二、締約國雙方均不得以不合理或歧視性措施損害此等投資之擴張、管理、維持、運用、享用或處分。

第四條 國民待遇及最惠國待遇

一、各締約國於其領域內，應給予締約國他方投資人之投資不低於在相似情況下給予本國投資人或任何第三國投資人

之投資之待遇，以二者中對投資人較優之待遇為準。

二、各締約國於其領域內，就締約國他方投資人之投資之擴張、管理、維持、運用、享用或處分，應給予不低於在相似情況下給予本國投資人或任何第三國投資人之待遇，以二者中對投資人較優之待遇為準。

三、本條所賦予之待遇不應被詮釋為締約國一方有義務將因下列情形所獲致之任何待遇、優惠或特權等利益，延伸至締約國他方投資人及其投資：

- (一)任何現存或將來之自由貿易區，關稅、經濟或貨幣同盟或其他類似國際協定，包括其他形式之區域經濟組織之會員或結合所生者；或
- (二)與租稅有關之任何國際協定或協議，或全部或主要與租稅有關之任何國內立法。

第五條 其他措施

一、締約國一方不得要求締約國他方投資人在該國投資之企業指派特定國籍之個人擔任資深經理職務。

二、在不實質侵害投資人行使控制其投資能力下，締約國一方得要求本協定下所投資之企業之董事會或任何委員會成員之多數，由具特定國籍者或領域內之居民擔任。

三、除與各締約國提供或支持之政府採購、補貼、研發、選定生產地、補助、保險、保證及貸款有關之事項外，締約國一方不得對核准投資之設立或收購加諸或執行與投資後續規定相關之下列要求：

- (一)出口一定額度或百分比之貨品；
- (二)達到一定額度或百分比之國內自製率；
- (三)採購、使用或給予優惠予其領域內所生產之貨品或提供之服務，或向其領域內人士購買貨品或服務；
- (四)進口之數量或價值須以任何方式與出口之數量或價值或該投資之外匯流入金額相關；或
- (五)除為糾正被控違反競爭法，或為不違背本協定其他條文之行為，而由法院、行政法院或競爭主管機關所加諸之要求或執行承諾或保證者外，轉移技術、生產製

程或其他專有知識予其領域內與轉移人無關之人。

- 四、 締約國一方應依據其有關外國人入境之相關法律、法規及政策，授予短期入境許可予受企業雇用具任經理或決策人員資格且提供服務予該企業或其所屬之締約國他方之國民。
- 五、 本協定不應適用於與下列有關之任何投資或投資人：
 - (一) 政府採購；或
 - (二) 補貼、補助，包括政府支持之貸款、保證及保險。
- 六、 本協定不應適用於本協定生效時，締約國一方中央或地方政府所維持之任何現存不符合措施或未來對此類措施不增加其不符合效果之修正內容。

第六條 徵收與補償

- 一、 任一方締約國之投資人之投資不應被國有化、徵收或受到與國有化或徵收具有相同效力之措施之限制（以下稱「徵收」）。除為公共利益、依據正當法律程序，且基於非歧視性原則並給予立即、適當及有效之補償者外，不在此限。
- 二、 該等補償應以徵收發生前或即將徵收之資訊為公眾知悉前一刻，以孰先至者為準（以下稱「估價日」），當時被徵收之投資之公平市場價值計價。
- 三、 該等市場價值應以可自由轉換之貨幣於估價日當天主要之市場匯率表達。補償應依計價貨幣之市場商業利率加計自徵收日到補償金額給付日之利息。補償之給付不應延遲，並應可有效實現，且可自由轉移。

第七條 損失補償

締約國一方之投資人在締約國他方領域內之投資，因戰爭或其他武裝衝突、國家緊急狀況、革命、暴動、騷亂或任何其他類似事件而受損失時，該締約國他方應給予該投資人不低於其給予本國或任何第三國投資人就回復原狀、賠償、補償或其他解決之待遇，以二者中對投資人較優者為準。

第八條 轉移

- 一、 各締約國應保證締約國他方之投資人得自由轉移與其投資相關之付款。該等轉移應特別包括但不限於：

- (一) 最初資本及為維持或增加投資之額外資金；
- (二) 第一條所定義之投資收益；
- (三) 償還與投資有關貸款之資金；
- (四) 第六條及第七條所規定之補償；
- (五) 出售或清算全部或部分投資之所得；
- (六) 與投資有關之員工收入及其他酬勞；
- (七) 因爭端解決所生之付款。

二、 本協定所規定之轉移應以可自由兌換之貨幣按轉移當日適用之市場匯率進行，不應延遲。

三、 在不損及第一項及第二項之規定下，締約國一方得在公平、非歧視且誠信之法規適用下，禁止與下列事項有關之轉移：

- (一) 破產、無力償付或保護債權人之權利；
- (二) 證券之發行、交易或買賣；
- (三) 觸犯刑法；
- (四) 貨幣或其他貨幣工具轉移之申報；或
- (五) 確保司法或行政程序判決之執行。

第九條 透明化

各締約國應於可實行之程度，確保與本協定所包含事項有關之具一般適用性之法律、法規、程序及行政命令即時公布，或以其他公開方式便於關係人及締約國他方知悉。

第十條 代位權

若締約國一方或其指定機構依據保險或保證契約，就關於其投資人於締約國他方領域之投資，支付非商業性風險款項時，締約國他方應承認：

- (一) 該投資人之任何權利或請求權已轉讓予前揭締約國一方或其指定機構；及
- (二) 前揭締約國一方或其指定機構依據代位權，具有如同

其前手之權利，行使上述權利及請求權。

第十一條 承諾之遵守

任一方締約國應保證遵守其對締約國他方投資人之投資所作之承諾。

第十二條 締約國間爭端之解決

- 一、 締約國雙方間關於本協定之解釋或適用之任何爭端，應盡可能諮商解決。
- 二、 若爭端無法自諮商開始後 6 個月內以此方式解決，依締約國雙方之請求，得將爭端提交仲裁庭。
- 三、 仲裁庭應以下列方式組成：各締約國應各指派一名仲裁人。此兩名仲裁人應選定一名第三國國民，經締約國雙方同意指派為主任仲裁人。由締約國一方個別選任之此兩名仲裁人應於收到仲裁請求後 60 日內指派，主任仲裁人應於此兩名仲裁人被指派日起 60 日內完成指派。
- 四、 若於本條第三項所定之期間內未能完成必要之指派時，任一方締約國在無任何其他協議下，得邀請國際商會之國際仲裁法院作必要之指派。
- 五、 仲裁庭應以本協定之規定與可適用之國際法規則及原則為基礎作出決議。
- 六、 除締約國雙方另有約定外，仲裁庭應自行決定仲裁程序及仲裁地。
- 七、 仲裁庭應依多數決作成決議，該決議應具最終性，且對締約國雙方均具拘束力。除另有約定外，仲裁庭之決議應自主任仲裁人依據本條第三項或第四項指派後 6 個月內作出。
- 八、 各締約國應自行負擔其指派之仲裁人及在仲裁程序中其代理人有關之費用。包括主任仲裁人在內之其他費用，則由締約國雙方均攤。

第十三條 締約國一方與締約國他方之投資人間爭端之解決

- 一、 就本條而言，投資爭端係指締約國一方與締約國他方之投資人間之爭端，因締約國他方之投資人疑似前揭締約國一

方違反本協定致該投資人之投資受有損失或損害。投資爭端，應由該投資人以書面通知爭端之締約國一方。

- 二、 任何該項爭端盡可能應由爭端雙方以談判友好解決。
- 三、 若該項爭端未能獲友好解決，得依據核准該投資之締約國一方之法規，向其國內司法或行政主管機關提出，以解決爭端。
- 四、 若該爭端無法自第一項之書面通知日起 6 個月內解決，該爭端應提交特別仲裁庭解決，惟若：
 - (一) 涉爭端之投資人及締約國一方已書面表示同意；
 - (二) 該投資人已放棄提起或繼續與爭端相關之任何其他程序之權利；且
 - (三) 該投資人自首次獲知或應已首次獲知本協定疑似受違反及知悉其已受損失或損害之日起，未逾 3 年。
- 五、 該特別仲裁庭應遵行 1976 年聯合國國際貿易法委員會仲裁規則。仲裁庭就爭端一方之請求，應陳述其決議之根據並提出理由。
- 六、 若有可能，該特別仲裁庭之秘書工作應委請國際商會執行。
- 七、 仲裁判斷應具最終性，且對爭端雙方均具約束力。各締約國應承諾依據其相關法規執行仲裁判斷。

第十四條 諮商

任一方締約國得向締約國他方提議就關於本協定之解釋或適用之任何事項舉行諮商。締約國他方應就此提議給予支持考量，並提供足夠機會進行諮商。

第十五條 適用及一般例外

- 一、 本協定應適用於締約國他方投資人依據締約國一方之法規在其領域內所作之投資，無論該投資係在本協定生效之前或之後。
- 二、 除本協定另有規定外，所有投資將遵照該投資所在領域內之現行有效法規。

- 三、 除本協定外，若任一方締約國之法律規定或締約國雙方間現存或將來成立之國際法義務，包括賦予締約國他方之投資人之投資較本協定更優惠待遇之規定，無論係一般或特別規定，該等更優惠規定應優先於本協定之適用。
- 四、 本協定不應被詮釋為禁止締約國一方為保護基本安全利益，而採行、維持或執行其認為必要之任何措施。
- 五、 惟該等措施不應以恣意或不公平之方式實施，或對國際貿易或投資構成隱藏性限制，又本協定不應被詮釋為禁止締約國一方採行或維持下列措施，包括與環境有關之措施：
 - (一) 須為確保符合法律規定且與本協定條文一致；
 - (二) 須為保護人類、動物或植物生命或健康；或
 - (三) 與保存有生命或無生命而可耗盡之自然資源有關者。

第十六條 生效、效期及終止

- 一、 各締約國於完成使本協定生效之國內程序時，締約國雙方應相互通知。本協定應於較後通知收到之日起第 30 日生效。
- 二、 本協定生效後 10 年內繼續有效。於 10 年期滿後，本協定應無限期繼續有效，除非任一方締約國於生效後第 9 年屆滿或之後任何時點以書面通知締約國他方其終止本協定之決定。該終止通知應於通知日後 1 年生效。
- 三、 就本協定終止日前所為之投資，本協定第 1 條至第 15 條之條文自本協定終止日起 10 年內應繼續有效。
- 四、 本協定之條文得由締約國雙方以書面合意之增修條文修正之。此等增修條文應按照本條第一項規定之程序生效。

為此，雙方政府正式授權之代表簽署本協定，以昭信守。

本協定以中文及英文各繕寫兩份，兩種文字約本同一作準，公曆 2010 年 6 月 8 日簽署於台北。惟遇解釋有歧異時，應以英文本為準。

中華民國政府代表

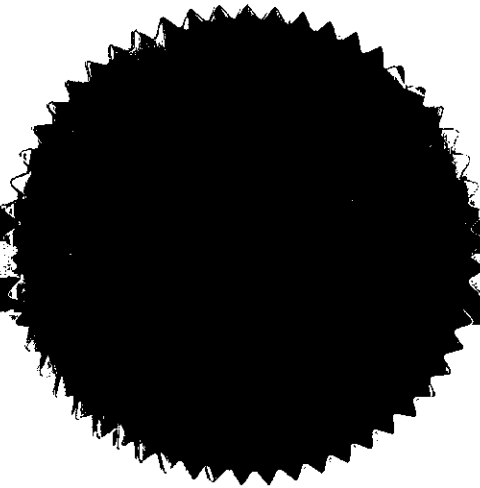
甘比亞共和國政府代表

施顏祥

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經濟計畫暨企業發展部長



AGREEMENT BETWEEN
THE REPUBLIC OF CHINA (TAIWAN)
AND
THE REPUBLIC OF THE GAMBIA
ON THE PROMOTION AND RECIPROCAL PROTECTION OF
INVESTMENT

The Republic of China (Taiwan) and the Republic of the Gambia hereinafter referred to as "the Contracting Parties";

Desiring to intensify economic cooperation for the mutual benefit of both States,

Intending to create favourable conditions for investments made by investors of one Contracting Party in the territory of the other Contracting Party;

Recognizing that the promotion and protection of such investments under this Agreement will be conducive to the stimulation of business initiative of the investors and will increase the prosperity in both states;

Have agreed as follows:

ARTICLE 1

DEFINITIONS

For the purposes of this Agreement,

1. The term "Investment" means every kind of asset invested by investors of one Contracting Party in the territory of the other Contracting Party in accordance with the laws and regulations of the latter Contracting Party and in particular, though not exclusively, includes:

- (a) an enterprise;
- (b) movable and immovable property and any other property rights such as mortgages, liens, and pledges;
- (c) shares and any other form of participation in an enterprise;
- (d) claims to money or to any performance under contract having economic value and associated with an investment;

(e) intellectual property rights, technical processes, know-how and goodwill;

(f) rights to undertake economic and commercial activities, conferred by law or under contract, including concessions to search for, cultivate, extract or exploit natural resources.

Any change of the form in which assets are invested or reinvested shall not affect their character as investments, provided that such change has been made in conformity with the laws and regulations of the hosting Contracting Party.

2. The term "investor" refers to the natural persons or enterprises of either Contracting Party who invest in the territory of the other Contracting Party in accordance with the laws of the latter Contracting Party and the provisions of this Agreement.

(a) natural persons who according to the laws of that Contracting Party, are considered to be its nationals; or

(b) enterprises constituted under the laws of that Contracting Party and having its seat or its headquarters together with effective economic activities in the territory of that same Contracting Party.

The term "enterprise" means any entity constituted or organized under applicable law, whether or not for profit, and whether privately or governmentally owned or controlled, including any corporation, trust, partnership, sole proprietorship, joint venture or other association; and a branch of an enterprise.

3. The term "returns" means the amounts yielded by an investment and includes, in particular although not exclusively, profit, dividends, interest, capital gains, royalties and fees.

4. The term "territory" means the territory of either Contracting Party, including the land territory, internal waters, the territorial sea and the airspace above them, as well as the exclusive economic zone and the continental shelf that extend beyond the territorial sea over which the Contracting Party concerned exercises sovereign rights or jurisdiction in accordance with international law and its domestic legislation.

ARTICLE 2

PROMOTION AND ADMISSION OF INVESTMENTS

1. Each Contracting Party shall, within the framework of its laws and regulations, create favourable conditions for attraction of investments of investors of the other Contracting Party in its territory.
2. Each Contracting Party shall admit investments of investors of the other Contracting Party in its territory in accordance with its laws and regulations.
3. When one Contracting Party admits an investment in its territory, it shall, in accordance with its laws and regulations, grant the necessary permits in connection with such an investment and with the carrying out of licensing agreements and contracts for technical, commercial or administrative assistance.

ARTICLE 3

PROTECTION OF INVESTMENTS

1. Investments made by investors of one Contracting Party in the territory of the other Contracting Party shall be accorded fair and equitable treatment and shall enjoy full protection and security in accordance with customary international law.
2. Neither Contracting Party shall impair by unreasonable or discriminatory measures the expansion, management, maintenance, use, enjoyment or disposal of such investments.

ARTICLE 4

NATIONAL TREATMENT AND MOST FAVOURED NATION TREATMENT

1. Each Contracting Party shall accord, in its territory, to investments made by investors of the other Contracting Party treatment no less favourable than that which it accords, in like circumstances, to the investments made by its own investors or by investors of any third State whichever is more favourable to the investor concerned.

2. Each Contracting Party shall accord, in its territory, to investors of the other Contracting Party, as regards the expansion, management, maintenance, use, enjoyment or disposal of their investments, treatment no less favourable than that which it accords, in like circumstances, to its own investors or to investors of any third State whichever is more favourable to the investor concerned.

3. The treatment granted under this Article shall not be construed so as to oblige one Contracting Party to extend to the investors of the other Contracting Party and their investments the benefit of any treatment, preference or privilege resulting from:

(a) its membership of, or association with, any existing or future free trade area, customs, economic or monetary union or other similar international agreements including other forms of regional economic organization, or

(b) any international agreement or arrangement relating to taxation or any domestic legislation relating wholly or mainly to taxation.

ARTICLE 5

OTHER MEASURES

1. A Contracting Party may not require that an enterprise of that Contracting Party that is an investment under this Agreement appoint to senior management positions individuals of any particular nationality.

2. A Contracting Party may require that a majority of the board of directors, or any committee thereof, of an enterprise that is an investment under this Agreement be of a particular nationality, or resident in the territory of the Contracting Party, provided that the requirement does not materially impair the ability of the investor to exercise control over its investment.

3. Except matters related to government procurement, subsidies, research and development, locating production, grants, insurance, guarantees, and loans provided or supported by each Contracting Party, neither Contracting Party may impose any of the following requirements in connection with permitting the establishment or acquisition of an investment or enforce any of the following

requirements in connection with the subsequent regulation of that investment:

- (a) to export a given level or percentage of goods;
- (b) to achieve a given level or percentage of domestic content;
- (c) to purchase, use or accord a preference to goods produced or services provided in its territory, or to purchase goods or services from persons in its territory;
- (d) to relate in any way the volume or value of imports to the volume or value of exports or to the amount of foreign exchange inflows associated with such investment; or
- (e) to transfer technology, a production process or other proprietary knowledge to a person in its territory unaffiliated with the transferor, except when the requirement is imposed or the commitment or undertaking is enforced by a court, administrative tribunal or competition authority, either to remedy an alleged violation of competition laws or to act in a manner not inconsistent with other provisions of this Agreement.

4. Subject to its laws, regulations and policies relating to the entry of aliens, each Contracting Party shall grant entry to persons of the other Contracting Party employed by an enterprise who seek to render services to that enterprise or a subsidiary or affiliate thereof, in a capacity that is managerial or executive.

5. This Agreement shall not apply to any investment or investor relating to:

- (a) government procurement; or
- (b) subsidies, grants, including government – supported loans, guarantees, and insurance.

6. This Agreement shall not apply to any non-conforming measure maintained by a Contracting Party at the central or local level of government existing upon the entry into force of this Agreement or any future amendment thereto provided that such amendment does not increase its non-conforming effect.

ARTICLE 6

EXPROPRIATION AND COMPENSATION

1. Investments of investors of either Contracting Party shall not be nationalized, expropriated or subjected to measures having equivalent effect to nationalization or expropriation (hereinafter referred to as "expropriation") except for public interest, in accordance with due process of law, on a non-discriminatory basis and upon payment of prompt, adequate and effective compensation.

2. Such compensation shall amount to the fair market value of the expropriated investment immediately before the expropriation or before the impending expropriation became publicly known, whichever is earlier (hereinafter referred to as the "valuation date").

3. Such market value shall be expressed in a freely convertible currency at the market rate of exchange prevailing for that currency on the valuation date. Compensation shall include interest at a commercial rate established on a market basis for the currency of valuation from the date of expropriation until the date of payment. Compensation shall be paid without delay, be effectively realizable and freely transferable.

ARTICLE 7

COMPENSATION FOR LOSSES

Investors of one Contracting Party whose investments in the territory of the other Contracting Party suffer losses owing to war or to other armed conflict, state of national emergency, revolution, insurrection, civil disturbance or any other similar event, shall be accorded by the latter Contracting Party treatment, as regards restitution, indemnification, compensation or other settlement, no less favourable than that which that Contracting Party accords to its own investors or to investors of any third State, whichever is more favourable to the investor concerned.

ARTICLE 8

TRANSFERS

1. Each Contracting Party shall guarantee to investors of the other Contracting Party the free transfer of payments relating to their investments. Such transfers shall include, in particular, though not exclusively:

- (a) the initial capital and additional amounts to maintain or increase the investment;
- (b) investment returns, as defined in Article 1;
- (c) funds in repayment of loans related to an investment;
- (d) compensations provided for under Articles 6 and 7;
- (e) proceeds from the total or partial sale or liquidation of an investment;
- (f) earnings and other remuneration of personnel in connection with an investment;
- (g) payments arising out of the settlement of a dispute.

2. Transfers under this present Agreement shall be made without delay in a freely convertible currency at the market rate of exchange applicable on the date of transfer.

3. Notwithstanding paragraphs 1 and 2, a Contracting Party may prevent a transfer through the equitable, non-discriminatory and good faith application of its laws relating to:

- (a) bankruptcy, insolvency or the protection of the rights of creditors;
- (b) issuing, trading or dealing in securities;
- (c) criminal or penal offenses;
- (d) reports of transfers of currency or other monetary instruments; or
- (e) ensuring the satisfaction of judgments in judicial or administrative proceedings.

ARTICLE 9

TRANSPARENCY

Each Contracting Party shall, to the extent practicable, ensure that its laws, regulations, procedures, and administrative rulings of general application respecting any matter covered by this Agreement are promptly published or otherwise made publicly available in such a manner as to enable interested persons and the other Contracting Party to become acquainted with them.

ARTICLE 10

SUBROGATION

If a Contracting Party or its designated agency makes a payment under an insurance or guarantee agreement against non-commercial risks given in respect of an investment made by any of its investors in the territory of the other Contracting Party, the latter Contracting Party shall recognize:

- (a) the assignment of any right or claim of such investor to the former Contracting Party or its designated Agency, and
- (b) the right of the former Contracting Party or its designated Agency to exercise, by virtue of subrogation, any such right and claim to the same extent as its predecessor in title.

ARTICLE 11

OBSERVANCE OF COMMITMENTS

Either Contracting Party shall guarantee the observance of commitments it has entered into with respect to investments of investors of the other Contracting Party.

ARTICLE 12

SETTLEMENT OF DISPUTES BETWEEN THE CONTRACTING PARTIES

1. Any dispute between the Contracting Parties concerning the interpretation or application of this Agreement shall as far as possible be settled through consultations.
2. If it were not possible to settle the dispute in this way within six months from

the start of the consultations, it shall be submitted, at the request of both Contracting Parties, to an arbitral tribunal.

3. The arbitral tribunal shall be constituted in the following way: each Contracting Party shall appoint one arbitrator and these two arbitrators shall then select a national of a third State who, upon approval by the two Contracting Parties, shall be appointed as Chairman of the tribunal. These two arbitrators, each selected by a Contracting Party, shall be appointed within sixty days from the receipt of the request for arbitration and the Chairman shall be appointed within sixty days from the date of appointment of these two arbitrators.

4. If within the periods specified in paragraph 3 of this Article the necessary appointments have not been made, either Contracting Party may in the absence of any other agreement, invite the International Court of Arbitration of the International Chamber of Commerce to make the necessary appointments.

5. The arbitral tribunal shall issue its decision on the basis of the provisions contained in this Agreement as well as the rules and principles of international law as may be applicable.

6. Unless the Contracting Parties decide otherwise, the arbitral tribunal shall determine its own procedure and the place of arbitration.

7. The arbitral tribunal shall reach its decision by a majority of votes and that decision shall be final and binding on both Contracting Parties. Unless otherwise agreed, the decision of the arbitral tribunal shall be rendered within six months of the appointment of the Chairman in accordance with paragraph 3 or 4 of this Article.

8. Each Contracting Party shall bear the expenses of its own arbitrator and those connected with representing it in the arbitration proceedings. The other expenses, including those of the Chairman, shall be borne equally by the two

Contracting Parties.

ARTICLE 13

SETTLEMENT OF DISPUTES BETWEEN A CONTRACTING PARTY AND INVESTORS OF THE OTHER CONTRACTING PARTY

1. For the purpose of this Article, an investment dispute is a dispute between one Contracting Party and an investor of the other Contracting Party that has incurred loss or damage by reason of, or arising out of, an alleged breach of this Agreement with respect to an investment of such investor. The investment dispute shall be notified in writing by such investor to the Contracting Party in dispute.
2. Any such dispute shall, as far as possible, be settled amicably through negotiation between the parties to the dispute.
3. Any such dispute which has not been settled amicably may be submitted to the domestic competent judicial or administrative authorities of the Contracting Party which has approved the investment for resolution in accordance with the laws of that approving Contracting Party.
4. If the dispute cannot thus be settled within six months from the date of the written notification mentioned in paragraph 1, it shall be submitted to an ad hoc arbitral tribunal for settlement only if:
 - (a) both the investor and the Contracting Party in dispute have consented in writing thereto;
 - (b) the investor has waived its right to initiate or continue any other proceedings in relation to the dispute; and
 - (c) not more than three years have elapsed from the date on which the investor first acquired, or should have first acquired, knowledge of the alleged breach and knowledge that the investor has incurred loss or damage.
5. For such ad hoc arbitral tribunal, the Arbitration Rules of the United Nations

Commission on International Trade Law, 1976 shall govern. The arbitral tribunal shall state the basis of its decision and give reasons upon the request of either party to the dispute.

6. The secretarial work of such ad hoc arbitral tribunal shall be referred to the International Chamber of Commerce, if possible.

7. The arbitration award shall be final and binding upon both parties to the dispute. Each Contracting Party shall commit itself to the enforcement of the award in accordance with its relevant laws and regulations.

ARTICLE 14

CONSULTATIONS

Either Contracting Party may propose to the other Contracting Party that consultations be held on any matter concerning interpretation or application of the Agreement. The other Contracting Party shall accord sympathetic consideration to the proposal and shall afford adequate opportunity for such consultations.

ARTICLE 15

APPLICATION AND GENERAL EXCEPTIONS

1. This Agreement shall apply to investments in the territory of one Contracting Party made, in accordance with its national laws and regulations, by investors of the other Contracting Party whether prior to or after its entry into force.

2. Except as otherwise provided in this Agreement, all investments will be governed by the laws in force in the territory in which such investments are made.

3. If the provisions of law of either Contracting Party or obligations under international law existing at present or established hereafter between the

Contracting Parties in addition to this Agreement contain rules, whether general or specific, entitling investments by investors of the other Contracting Party to a treatment more favourable than is provided for by this Agreement, such rules shall to the extent that they are more favourable prevail over this Agreement.

4. Nothing in this Agreement shall be construed to prevent a Contracting Party from adopting, maintaining or enforcing any measure that it considers necessary to protect its own essential security interests.

5. Provided that such measures are not applied in an arbitrary or unjustifiable manner, or do not constitute a disguised restriction on international trade or investment, nothing in this Agreement shall be construed to prevent a Contracting Party from adopting or maintaining measures, including environmental measures:

- (a) necessary to ensure compliance with laws and regulations that are not inconsistent with the provisions of this Agreement;
- (b) necessary to protect human, animal, or plant life or health; or
- (c) relating to the conservation of living or non-living exhaustible natural resources.

ARTICLE 16

ENTRY INTO FORCE, DURATION AND TERMINATION

1. The Contracting Parties shall notify each other when their respective domestic requirements for the entry into force of this Agreement have been fulfilled. This Agreement shall enter into force on the thirtieth day following the date of receipt of the last notification.

2. This Agreement shall remain in force for an initial period of ten years. After the expiration of the initial period of ten years, it shall continue in force indefinitely unless either Contracting Party notifies the other Contracting Party in writing of its decision to terminate this Agreement at the end of the initial nine-year period or at any time thereafter. The notice of termination shall

become effective one year after the date of that notification.

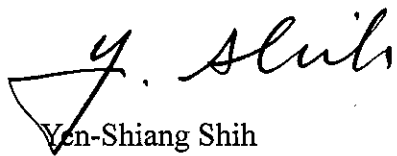
3. In respect of investments made prior to the date of termination of this Agreement, the provisions of Articles 1 to 15 shall remain in force for a further period of ten years from the date of termination of this Agreement.

4. The provisions of this Agreement may be modified, through amendment mutually agreed upon in writing, by the Contracting Parties. The Amendment shall enter into force in accordance with the procedure in paragraph 1 of this Article.

IN WITNESS WHEREOF the respective plenipotentiaries have signed this Agreement.

DONE in duplicate at Taipei this ~~8th~~ day of *June*, 2010 in the Chinese and English languages, all texts being equally authentic. However, in case of any divergence of interpretation, the English text shall prevail.

FOR THE REPUBLIC OF CHINA
(TAIWAN)



Yen-Shiang Shih

Minister of Economic Affairs

FOR THE REPUBLIC OF THE
GAMBIA



Yusupha Alieu Kah

Minister of Economic Planning
and Industrial Development