

[Signed]  
James Wen-Chung Chang  
Deputy Representative  
November 2, 1994

[Signed]  
J. Richard Bock  
Deputy Managing Director  
OCTOBER 27, 1994

VIETNAM, SOCIALIST REPUBLIC OF\*  
AGREEMENT BETWEEN THE TAIPEI  
ECONOMIC AND CULTURAL OFFICE IN  
HANOI AND THE VIETNAM ECONOMIC  
AND CULTURAL OFFICE IN TAIPEI ON  
THE PROMOTION AND PROTECTION OF  
INVESTMENTS

越南社會主義共和國\*  
駐越南台北經濟文化辦事處  
和駐台北越南經濟文化辦事  
處投資促進和保護協定

Signed on April 21, 1993  
Entered into force on April 21, 1993

八十二年四月二十一日簽訂  
八十二年四月二十一日生效

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

Being duly authorized,

Have agreed as follows:

ARTICLE 1

For the purpose of this Agreement:

1. "Relevant places" means the places of operation designated by the Taipei Economic and Cultural

1. 駐越南台北經濟文化辦事處和駐台北越南經濟文化辦事處（以下各稱「締約一方」）；
2. 為創造良好環境以便在平等互利原則上擴大經濟合作及投資；
3. 咸認為鼓勵和相互保護投資將能激勵雙方企業之投資意願和增進繁榮；

經合法授權；

達成協議如下：

第一條

就本協定而言：

1. 「有關地區」意謂締約雙方所指定之本協定實施地區。

Office in Hanoi and the Vietnam Economic and Cultural Office in Taipei;

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

## ARTICLE 2

1. This Agreement shall only apply to investments in either relevant place made by investors of the other relevant place which are approved by the Contracting Party or any agency, institution, statutory body or corporation designated by it as

## 2. 「投資者」意謂

- (A) 「居民」為有關地區具有永久居留權之自然人，或
- (B) 「公司」為在有關地區合法設立或組成之公司或法人。

## 3. 「投資」意謂由有關地區合法許可之各種資產，該資產包括，但不限於：

- (A) 動產和不動產；
- (B) 對於金錢或對於任何具有經濟價值之契約；和
- (C) 智慧財產權

## 4. 「收益」意謂資本利得、利潤、利息、公司股利、特許權利金或任何其他因投資而獲得之收益。

## 5. 「徵收」意謂有關地區之有關當局強制取得或沒收投資者之投資或取得其財產未予適當補償導致投資者遭受損害，或因有關地區之有關當局或其代理或代表機構任意剝奪投資者有關其投資之任何權利。

## 第二條

1. 本協定只適用於任何一方有關地區之投資者在另一有關地區經由締約一方或其指定之任何代理機構、機關、法定組織或公司核准之投資，並於此條件

the case may be, and upon such conditions, if any, as it shall deem fit.

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

### ARTICLE 3

1. Both Contracting Parties shall encourage and create favourable conditions for investors to make investments in the relevant places that are in accordance with its law, and economic policies.
2. The investments approved under Article 2 shall be accorded fair and equitable treatment and shall enjoy protection in accordance with the law of the relevant places.
3. The investments approved under Article 2 shall be accorded treatment not less favourable than that accorded to investments of investors of any third Party.
4. The provisions in paragraph 2, 3 of this Article shall not include the privileges accorded to the investors of any third Party under any regional or multilateral arrangement.
5. The provisions of this Agreement shall not apply to matters of taxation in the relevant places.

### ARTICLE 4

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

下，視情形指認為合適之投資。

2. 本條款應適用於本協定生效前和生效後在有關地區之所有投資。

### 第三條

1. 締約雙方應鼓勵和在符合其法律及經濟政策下，為投資者在有關地區創造良好之投資環境。
2. 根據第二條規定核准之投資應依據有關地區之法律給與公平、公正之待遇和保護。
3. 給與依第二條規定核准之投資待遇應不低於其給與任何第三方投資者之待遇。
4. 本條第二、三項並不包括任何第三方投資者自其他區域性或多邊協定中所獲得之優惠。
5. 本協定之條款應不適用於有關地區之稅務事項。

### 第四條

對於根據第二條規定核准投資者之投資所為之任何徵收措施，應在非歧視之基礎上，符合有關地區之法律目的並給予補償，該補償應能有效兌現並不得藉故延遲。該補償應為投資被徵收前之市場價值。該補償應可自由兌換和轉移。

## ARTICLE 5

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

## ARTICLE 6

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

## ARTICLE 7

1. In the event that either the Vietnam Economic and Cultural Office in Taipei or the Taipei Economic and Cultural Office in Hanoi (or any agency, institution, statutory body or

## 第五條

對於根據第二條規定核准之投資由於戰爭、武裝衝突、國家緊急狀態、暴亂、叛亂或騷亂所受之損失，任一締約一方給與投資者有關恢復原狀、賠償、補償或其他之清償，應不低於該締約一方給與任何第三方投資者之待遇。

## 第六條

1. 任一締約一方有關地區之投資者應在非歧視基礎上，有權自由移轉其在另一締約一方有關地區之資本、及自任何投資所獲得之收益和利潤。
2. 倘任一有關地區之有關當局採取外匯管制或限制，致使投資者無法在短期內（即正常轉移手續所需時間）結匯及匯出其原始投資或其收益，該投資者得行使其結匯權，並將其無法結匯之地方貨幣撥入另一有關地區之締約一方在該無法結匯區之戶頭或該締約一方指定之戶頭。該締約一方或其代理或代表機構必須償付該投資者。該締約一方或其代理或代表機構得以該地方貨幣提請另一締約一方之有關當局以可兌換之外幣形式結匯償付之。

## 第七條

1. 駐越南台北經濟文化辦事處或駐台北越南經濟文化辦事處（或其指定之任何代理機構、機關、法定組織或公司）任何

corporation designated by it) as a result of an indemnity it has given in respect of an investment or any part hereof makes payment to investors in the relevant places in respect of any of their claims under this Agreement, the Vietnam Economic and Cultural Office in Taipei or the Taipei Economic and Cultural Office in Hanoi acknowledges that the Taipei Economic and Cultural Office in Hanoi or the Vietnam Economic and Cultural Office in Taipei (or any agency, institution, statutory body or corporation designated by it) is entitled by virtue of subrogation to exercise the rights and assert the claims of the investors of the relevant places respectively. The subrogated right or claim shall not be greater than the original right or claim of the said investors.

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

#### ARTICLE 8

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

一方依據本協定有關之請求權於賠償有關地區之投資者有關投資之全部或部份支付後，駐越南台北經濟文化辦事處或駐台北越南經濟文化辦事處承認駐台北越南經濟文化辦事處或駐越南台北經濟文化辦事處（或其指定之任何代理機構、機關、法定組織或公司）有權代位行使和主張各自在有關地區之投資者之請求權。代位權或請求不應超過該投資者原始之權利或請求。

2. 駐越南台北經濟文化辦事處或駐台北越南經濟文化辦事處（或其指定之任何代理機構、機關、法定組織或公司）所為之任何支付不應影響該投資者根據第八條各自向駐越南台北經濟文化辦事處或駐台北越南經濟文化辦事處所提出之請求權。

#### 第八條

1. 締約一方與另一締約一方投資者之間因該投資者在該締約一方領域內所為投資所引起之任何爭端或異議應由爭議當事者經由友好商議解決，未能解決時，應交由國際商會仲裁解決，仲裁之程序應適用一九八八年國際商會仲裁規則。
2. 締約雙方之間關於本協定之解釋或適用之爭端應儘可能由爭

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

#### ARTICLE 9

1. This Agreement shall enter into force on the date of signature. It shall remain in force for a period of ten years and shall continue to be in force thereafter unless, after the expiry of the initial period of nine years, either Contracting Party notifies in writing the other Contracting Party of its intention to terminate this Agreement and must get the reply in writing from the other Contracting Party. The notice of termination shall become effective one year after it has been received by the other Contracting Party.
2. In respect of investments made prior to the date when the notice of termination of this Agreement becomes effective, the provisions of this Agreement shall remain in force for a further period of ten (10) years from that date.

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

Representative of  
The Taipei Economic  
and Cultural Office in Hanoi

[Signed]  
Sui-Chi Lin

Representative of  
The Vietnam Economic  
and Cultural Office in Taipei

[Signed]  
Dao Duc Chinh

議當事者友好商議解決，未能解決時，應在任何一方要求下，以雙方同意之條件提交仲裁。

#### 第九條

1. 本協定應自簽署之日起生效。本協定有效期間為十年並應繼續有效，除非本協定在最初九年屆滿之後，締約一方以書面通知另一締約一方終止本協定，並取得另一締約一方書面答覆。終止通知書應在另締約一方接到滿一年後方生效。
2. 對於在終止本協定通知生效前所為之投資，本協定所有條款應從終止生效之日起繼續有效十年。

一九九三年四月二十一日在河內簽訂。本協定以中文、越文及英文各分繕兩份，各本同一作準。惟遇解釋有歧異時，以英文為準。

駐越南台北經濟文化辦事處  
代表

林水吉 [簽名]

駐台北越南經濟文化辦事處  
代表

[簽名]