

**\* SAUDI ARABIA, KINGDOM OF**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE MINISTRY OF ECONOMIC AFFAIRS IN  
TAIPEI AND THE MINISTRY OF FINANCE AND  
NATIONAL ECONOMY IN RIYADH FOR THE  
PROMOTION AND PROTECTION OF  
INVESTMENT**

Signed on October 31, 2000  
Entered into force on July 25, 2001

The two Contracting Parties,  
Desirous to expand and reinforce their economic  
cooperation by intensifying the flow of investments  
between them;  
Have concluded the following:

**Article 1**

For the purposes of this Memorandum of  
Understanding;

1. the term "Investment" means every kind of asset wholly owned or controlled by an investor of a Contracting Party in the territory of the other Contracting Party, including, but not limited to, any:
  - a) movable and immovable property as well as any other rights in rem, such as mortgages, liens and pledges, usufructs and similar rights;
  - b) shares, stocks and debentures of companies and other kinds of rights or interests in companies;
  - c) claims to money such as loans or to any performance having an economic value, associated with an investment;
  - d) intellectual property rights, including but not limited to copyrights, patents, industrial designs, know-how, trademarks, trade and business secrets, trade names, good-will; any alteration of the form in which assets are invested shall not affect their classification as investment;
2. the term "returns" means the amounts yielded by an Investment in particular profit, dividends, royalties, capital gains or any similar yields or payments;
3. the term "Investor" means in respect of both Parties;
  - a) any natural person, or company or other juridical person who is a national of either Party;
  - b) any governmental institutions or companies

**\* 沙烏地阿拉伯王國**

**台北經濟部與利雅德財經部  
間促進暨保障投資備忘錄**

八十九年十月三十一日簽訂  
九十年七月二十五日生效

立備忘錄雙方，鑒於雙方均有  
意經由加強雙方相互投資之方式，  
以擴展並加強雙方間之經濟合作關  
係，爰協議如后：

**第一條：名詞定義**

本備忘錄所使用之下列各項名  
詞，定義如下：

- 一、「投資」：係指由任一簽約方之  
任一投資人於他方境內全部擁  
有或控制之任何類型之資產，  
包括但不限於任何：
  - (a) 動產、不動產以及其他任  
何對物之權利，諸如：抵  
押權、留置權及質押權、  
使用權及類似權利；
  - (b) 公司股份、股票及債券，以  
及對公司所享有之其他權  
益；
  - (c) 金錢之請求權，例如貸款，  
或對具有經濟價值而與任  
何投資計劃有關之任何債  
務履行享有之債權；
  - (d) 智慧財產權，包括但不限  
於著作權、專利權、工業  
設計、專門知識、商標、  
商業秘密、商名、商譽等；
- 二、投資形式之任何變更均不應影  
響其屬於投資行為之本質；「投  
資報酬」：係指經因投資而產生  
之獲利，尤指利潤、股息、權  
利金、資本利得或任何類獲利  
或給付。

三、「投資人」：係指雙方任一方之：

- (a) 自然人，或公司或法人而具  
有該方之國籍者；
- (b) 任何政府機構或公營公司。

## Article 2

1. This Memorandum of Understanding shall apply to Investments - made by Investors -which are approved by the host Contracting Party.
2. This Memorandum of Understanding shall apply to all Investments made before or after the coming into force of this Memorandum of Understanding.

## Article 3

1. Both Contracting Parties shall as far as possible encourage and create favourable conditions for Investments in accordance with their respective general economic policies.
2. Investments approved under Article 2 of this Memorandum of Understanding shall be accorded fair and equitable treatment and protection by both Contracting Parties in accordance with their respective legislation.

## Article 4

Subject to Article 5 and 6, neither Contracting Party shall subject Investments approved in accordance with the provisions of Article 2 of this Memorandum of Understanding to treatment less favourable than that which it accords to investments or returns to investors of any third party.

## Article 5

1. The provisions of this Memorandum of Understanding shall not relate to privileges granted by either Contracting Party to the investors of a third party by virtue of its membership of, or association with, a customs union, an economic union, a common market, a free trade area or regional cooperation arrangements.
2. The provisions of this Memorandum of Understanding shall not apply for the purposes of taxation.

## Article 6

Where any measure of expropriation is taken against the Investments of Investors approved under Article 2, the measures shall be taken for a public benefit, on a non-discriminatory basis, and against compensation which shall be adequate, effectively realizable, made without

## 第二條

- 一、本備忘錄適用業經投資所在地國之任一簽約國核准且由投資人實行之各種投資。
- 二、本備忘錄適用於本備忘錄生效前或生效後所實行之一切投資。

## 第三條

- 一、雙方應依各自之總體經濟政策，盡力獎勵本約所稱之投資並提供有利投資的條件。
- 二、凡依本備忘錄第二條規定核准之投資應由雙方依各自之法令規定給與公平及衡平之待遇。

## 第四條

除依第五條及第六條之規定外，任一方對於依本備忘錄第二條規定申請核准之投資所給與之待遇，不得低於其對任一第三國之投資人之投資或投資報酬所提供之待遇。

## 第五條

- 一、本備忘錄之規定不得視為與任一方因其為任一關稅同盟、經濟聯盟、共同市場、自由貿易區或區域性合作協定之盟員或關係人，而對任一第三國之投資人所提供之特殊權益有任何關聯。
- 二、本備忘錄規定於涉及稅務方面之事務時不得適用。

## 第六條

倘依本備忘錄第二條核准之投資受到任何徵收措施時，該項徵收措施應係為謀公眾利益而執行之措施，應以無差別待遇原則執行，並應給與適當、有效可行且無不合理延遲之補償。

Such compensation shall be equivalent to the value of the expropriated investment immediately before the expropriation and be freely convertible and transferable.

#### Article 7

Where Investments of Investors approved under Article 2 suffer losses owing to war, armed conflict, emergency, revolt or any similar event, they shall be accorded treatment, as regards restitution, indemnification, compensation or other settlements, on terms no less favourable than that which is accorded to any third party investors.

#### Article 8

Investors of either Party shall be accorded free transfer on a non-discriminatory basis, of their capital, earnings, and returns from any Investment approved under Article 2 of this Memorandum of Understanding.

#### Article 9

In the event that either Contracting Party (or any authorized statutory body designated by it) as a result of an indemnity or guarantee it has given in respect of an Investment approved under Article 2 of this Memorandum of Understanding or any part thereof makes payment to the Investors in respect of any of his claims under this Memorandum of Understanding, the other Contracting Party acknowledges that the first Contracting Party (or any authorized statutory body designated by it) is entitled by virtue of subrogation to exercise the rights and assert the claims of the Investors of the first Contracting Party. The subrogated right or claim shall not be greater than the original right or claim of the said Investor.

#### Article 10

Any dispute; (a) between an Investor and either Contracting Party in connection with an Investment approved under Article 2; or (b) between the Contracting Parties concerning the interpretation or implementation of this Memorandum of Understanding shall be settled amicably through negotiations between the parties to the dispute within six months failing which shall be referred to arbitration on such terms and conditions as the parties may agree. The award shall be binding and shall not be subject to any appeal or remedy.

#### Article 11

1 This Memorandum of Understanding shall enter into

前項所稱之補償應與被徵收之投資事業於即將徵收前之價值相等，且應准許自由轉換與移轉。

#### 第七條

凡依本備忘錄第二條規定核准之投資人所為之投資因戰爭、武裝衝突、緊急事件、叛亂或任何類似事件而蒙受損失時，在回復原狀、賠償、補償或其他解決辦法方面所享有之待遇，不得低於任何第三國投資人所享有之待遇。

#### 第八條

本備忘錄任一方之投資人就任一依本備忘錄第二條規定核准之投資，應按無歧視待遇原則，享有將其投資金、利得及投資報酬自由移轉之權利。

#### 第九條

倘任一方（或其指定之授權法定機構）因就本備忘錄第二條核准之任一投資提供之補償或保證，而對投資人依本備忘錄之請求給付投資人款項時，本備忘錄他方承認，前述之一方（或其指定之授權法定機關）得透過代位求償，行使其本國投資人之權利並主張該等投資人之請求。透過代位行使之權利或請求不得超過該等投資人原得行使之權利或請求。

#### 第十條

凡在(a)任一投資人和任一房間依本備忘錄第二條核准之任一投資而發生任何糾紛時；或(b)本備忘錄雙方間就本備忘錄之解釋或執行而發生任何爭議時，應由雙方於六個月內以和平方式透過協商方式解決之，如協議不成，則應依雙方同意之條件交付仲裁。仲裁判斷對雙方均有約束力，且不得對其提起上訴或尋求救濟。

#### 第十一條

一、本備忘錄應自雙方相互以書面

force on the latter date in which the Contracting Parties notify each other in writing that the official approval has been completed. It shall remain in force for a period of ten years and shall continue 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 Memorandum of Understanding. 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 Memorandum of Understanding becomes effective, the provisions of Article 1 to 10 shall remain in force for a further period of ten years from that date.

This Memorandum of Understanding is done in duplicate in the Arabic, Chinese and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

Done at Taipei on the 4<sup>TH</sup> of Sha'ban, 1421H, corresponding to 31<sup>ST</sup> of October, 2000

For the Ministry of Economic  
Affairs  
Steve Ruey-Long Chen  
Vice-Minister of Economic Affairs

For the Ministry of Finance  
and National Economy  
Mohamed Hamad Al-Mady  
Vice Chairman and  
Managing Director- Sabic

通知對方，聲明本備忘錄業經政府批准之日起開始生效，有效期為十年，除屆滿九年後，任一方將其終止本備忘錄之意願以書面通知他方外，本備忘錄於首期十年有效期間期滿後，應繼續有效。終止通知應於他方收到該項通知後屆滿一年時開始生效。

- 二、本備忘錄第一條至第十條之規定，於本備忘錄終止通知書生效日期後十年內，對本備忘錄終止通知書簽發日期前所為之一切投資仍應繼續有效。本備忘錄分別以阿拉伯文、中文及英文作成一式兩份，每份均為正本。各種語文版本內容如有不同解釋時，應以英文本內容為準。

本備忘錄於二〇〇〇年十月三十一日，合回曆一四二一年八月四日於台北簽署。

代表經濟部簽署人  
經濟部次長  
陳瑞隆

代表財經部簽署人  
沙烏地阿拉伯基本工業公司副總裁  
兼執行董事  
莫罕默德·哈邁得·馬迪