BILATERAL

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE GOVERNMENT OF ROMANIA FOR THE PROMOTION AND PROTECTION OF INVESTMENTS

Read online (full-text search, related cases, audio case brief): https://batas.org/library/e6427f32e317/

The Government of the Republic of the Philippines and the Government of Romania, hereinafter referred to as the Contracting Parties;

DESIRING to intensify economic cooperation between both Contracting Parties;

INTENDING to create favourable conditions tor investments by nationals and companies of one Contracting Party in the territory of the other Contracting Party, and;

RECOGNIZING that encouragement and protection of such investments will enhance the economic prosperity of both Contracting Parties;

HAVE AGREED AS FOLLOWS :

ARTICLE 1
DEFINITIONS

For purposes of this Agreement :

1) The term " investment" means every kind o£ assets owned. by an investor of one Contracting Party, including goods, rights and financial means, invested in the territory of the other Contracting Party in accordance with its laws and regulations. The term includes in particular, but not exclusively :

a) movable and immovab1e property as well as any other rights in rem;

b) shares, stocks and debentures and other forms of participation in companies incorporated in the territory of one Contracting Party;

c) reinvested returns;

d) claims to money and other rights relating to contracts or other obligations having financial or economic value;

e) intellectual and industrial property rights, including rights with respect to copyrights, trademarks, trade names, patents, technological processes, know-how, good will and other similar rights;

f) concessions conferred by law or by virtue of a contract, particularly the concession related to exploration, extraction and exploitation of natural resources.

Any alteration of the form in which assets are invested or reinvested shall not affect their character as investment.

2) The term " investor" means any national or company of a Contracting Party who effected or is effecting investments in the territory of the other Contracting Party

3) The term "territory" means

Turn this case into an audio lecture - facts, issues, ruling and doctrine - at batas.org

a) with respect to Romania, the territory of Romania, continental shelf and economic exclusive zone, on which Romania exercises sovereignty, sovereign rights or jurisdiction in accordance with international law;

b) with respect to the Republic Of the Philippines, the national territory as defined in Article I of its Constitution.

4) The term "nationals" means :

a) with respect to Romania, natural persons who, according to its laws, are considered to be its citizens;

b) with respect to the Republic of the Philippines, citizens of the Philippines within the meaning of Article IV of its Constitution.

5) The term "companies" means :

a) with respect to Romania, legal entities which are constituted or otherwise duly organised under the law of Romania and have their seat, together with real economic activities in the territory of Romania;

b) with respect to the Republic of the Philippines, corporations, partnerships or other associations, incorporated or constituted and actually doing business under the laws in force in any part of the territory of that Contracting Party wherein a place of effective management is situated.

6) The terra "returns" means the amounts yielded by an investment, and in particular though not exclusively, includes profits, dividends, interest,capital gains, royalties, management and technical assistance or other fees, irrespective of the form in which the return is paid.

ARTICLE 2
PROMOTION AND PROTECTION OF INVESTMENT

1) Each Contracting Party shall promote, encourage and create favourable conditions for investments made in its territory by investors of the other Contracting Party.

2) Investments shall be admitted in accordance with the Constitution, laws and regulations of the Contracting Party in the territory of which the investment is made and shall enjoy the protection and guarantees provided for in this Agreement.

3) Each Contracting Party undertakes to provide in its territory a fair and equitable treatment for investments of investors of the other Contracting Party. Neither Contracting Party shall in any way impair by arbitrary, unreasonable or discriminatory measures the management, maintenance or use of investments as well as the right to the disposal thereof.

4) Investors of either Contracting Party shall be permitted to engage top managerial and technical personnel of their choice, regardless of nationality, to the extent permitted by laws of the host Contracting Party. Subject to the relevant laws and regulations, nationals of either Contracting Party shall be permitted to enter and to remain in the territory of the other Contracting Party for the purpose of establishing and administering their investment.

5) Each Contracting Party undertakes to provide effective means of asserting claims and enforcing rights with respect to investment agreement, investment authorizations and properties. Each Contracting Party shall not impair the right of the investors of the other Contracting Party to have access to its courts of justice, administrative tribunals and agencies and all other bodies exercising adjudicators authority.

ARTICLE 3
MOST FAVOURED NATION TREATMENT

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

1) Each Contracting Party shall accord to the investments made in its territory by investors of the other Contracting Party a treatment not less favourable than that which it accords in like situations to investments of investors of any third State,

2) Each Contracting Party shall accord to the investors of the other Contracting Party, as regards their management, maintenance, use or disposal of their investments a treatment not less favourable than that which it accords to investors of any third State.

3) The provisions of this Agreement relating to the granting of the most favoured nation treatment shall not be construed so as to oblige one Contracting Party to extend to the investors of the other Contracting Party the advantages resulting from :

a) any existing or future customs union, common market, free trade area, or regional economic organization or arrangements leading to the formation of a customs union or a free trade area of which either Contracting Party is or may become a member, or

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

ARTICLE 4
EXPROPRIATION

1) Investments made territory of the by investors of one Contracting Party in other Contracting Party shall not be expropriated, nationalized or subjected to other measures having similar effect (hereinafter referred to as "expropriation") unless the following conditions are fulfilled :

a) the measures are adopted in the public Interest or any other grounds provided for by law of each expropriating party and in accordance with due process of 1aw;

b) the measures are not discriminatory compared to the measures taken against the investments and investors of any third State;

c) a proper procedure is established to determine the amount and manner of payment of compensation.

2) The compensation shall correspond to the value of the investment subjected to expropriation and should be prompt, adequate and effective.

3) The amount of compensation shall be determined in accordance with recognized principles of valuation.

4) Upon the request of the concerned Investor, the amount of compensation can be reassessed by a tribunal or other competent body of the Contracting Party in the territory in which the investment has been made.

5) The " amount of compensation finally determined shall be promptly paid to the investor, who has the right to transfer It without delay, In freely convertible currencies. In the event that payment of compensation is unduly delayed the investor shall receive interest for the period of such delay.

ARTICLE 5
COMPENSATION FOR LOSSES

If a Contracting Party makes restitution, indemnification, compensation or other settlement for losses suffered owing to war, revolution, state of national emergency, revolt, insurrection, riot or other armed conflicts in the territory of such Contracting Party, it shall accord to the investors of the other Contracting Party whose investments In the territory of the. former have suffered such losses, treatment no less favourable than that which the Contracting Party shall accord to investors of any third State. Resulting payments shall be freely transferable.

Study hands-free: podcast-style lessons with read-along highlighting - batas.org

ARTICLE 6
TRANSFERS

1) Each Contracting Party shall within the scope of its laws and regulations, ensure the free transfer of returns, and proceeds accruing from the total or partial sale or liquidation of investments of investors of the other Contracting Party. The earnings of nationals of a Contracting Party, derived from their work and services in connection with an investment in the territory of the other Contracting Party, after payment of taxes and deduction of their 1iving expenses spent in accordance with such Contracting Party's laws and regulations, shall be freely transferable.

2) Transfers as stipulated in Articles 4, 5, and paragraph 1 of this Article shall be made without undue delay, in accordance with their respective national laws and regulations. Such transfers shall be made in freely convertible currency at the official rate of exchange prevailing at the time of remittance .

ARTICLE 7
SUBROGATION

1) If either Contracting Party or its designated Agency makes payment to one of its investors under a guarantee it has given in respect of an investment or any part thereof invested in the territory of the other Contracting Party, the latter Contracting Party shall recognize :

a) the assignment, whether under law or pursuant to a legal transaction of any right, claim and obligation from that investor to the former Contracting Party or its designated Agency and;

b) that the former Contracting Party or its designated agency is entitled by virtue of subrogation to exercise the rights and enforce the claims of that investor and shall assume the obligations related to the investment including payment of taxes and fees .

The former Contracting Party shall accordingly, at its option, be entitled to assert any such right or claim to the same extent and subject to the same restrictions as its predecessor in title.

ARTICLE 8
CONSULTATIONS

The Contracting Parties agree to consult each other at the request of either Contracting Party on any matter relating to investment or otherwise affecting the implementation of this Agreement.

ARTICLE 9
SETTLEMENT OF DISPUTES
BETWEEN A CONTRACTING PARTY
AND AN INVESTOR

1) All kinds of disputes between a Contracting Party and an investor of the other Contracting Party concerning an investment shall be settled amicably through negotiations.

2) If such disputes cannot be settled according to the provisions of paragraph (1) of this Article within six (6) months from the date of request for settlement, the investor concerned may, at his option, submit the dispute to :

a) the competent court of the Contracting Party in all instances; or

b) the International Center for the Settlement of Investments Disputes established under the Convention on the Settlement of Investment Disputes between States and National of other States, of March 18, 1965 done in Washington, D.C.

Turn this case into an audio lecture - facts, issues, ruling and doctrine - at batas.org

ARTICLE 10
SETTLEMENT OF DISPUTES BETWEEN
CONTRACTING PARTIES

1) Disputes between the Contracting Parties concerning the : interpretation and application of this Agreement shall be settled, as far as possible, through friendly consultations by both parties through diplomatic channels.

2) If such disputes cannot be settled within six (6) months from date on which either Contracting Party informs in writing the other Contracting Party, they shall, at the request of either Contracting Party, be submitted for settlement to an ad hoc international arbitral tribunal.

3) The ad hoc international arbitral tribunal mentioned above shall be established as follows : The arbitral tribunal is composed of three (3) arbitrators. Each Contracting Party shall appoint one arbitrator; the two arbitrators shall propose by mutual agreement the third arbitrator who is a national of a third State which has diplomatic relations with both Contracting Parties, and the third arbitrator shall be appointed as Chairman of the tribunal by both Contracting Parties.

4) If the appointments of the members of the Arbitral' Tribunal are not made within a period of six (6) months from the date of request for arbitration, either Contracting Party may, in the absence of any other arrangement, invite the President of the International Court of Justice to make the necessary appointments within three (3) months. Should the President be a national of one Contracting Party or should he not be able to perform this designation because of other reasons, this task shall be entrusted to the Vice-President of the Court, or to the next senior Judge of the Court who is not a national of either Contracting Party.

5) The arbitral tribunal shall determine its own procedure. The Arbitral Tribunal shall decide its award by majority of votes. Such award is final and binding upon the Contracting Parties.

6) Each Contracting Party shall bear the cost of its own member of the panel and of its representative in the arbitral proceedings. The expenses for the Chairman and the remaining costs shall be borne in equal parts by the Contracting Parties.

ARTICLE 11
APPLICATION

This Agreement shall also apply to investments investors of either Contracting Party in the territory other Contracting Party prior to entering into force Agreement and accepted in accordance with the 1 regulations in force in either Contracting Party. However, the Agreement shall not apply to the disputes arising prior entry into force of this Agreement.

ARTICLE 12
PRESERVATION OF RIGHTS

This Agreement shall not supersede nor prejudice the laws and regulations of either Contracting Party, international legal obligations or commitments assumed by either Contracting Party including those contained in an investment agreement or investment authorization, that entitles investments to treatment more favourable than that accorded by this Agreement in like situation.

ARTICLE 13
ENTRY INTO FORCE, DURATION AND TERMINATION

1) This Agreement shall enter into force thirty (30) days after the notification between the Contracting Parties of the accomplishment of their respective internal procedures for the entry into force of this Agreement. It shall

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

remain in force for a period of ten (10) years and shall continue in force thereafter for another period of five (5) years and so forth unless denounced in writing by either Contracting Party one (1) year before its expiration.

2) In respect to investments made prior to the date of termination of this Agreement, its provisions shall continue to be effective for a further period of five (5) years from the date of termination of this Agreement.

This Agreement shall be executed in two (2) originals, each in English and Romanian languages, all texts being equally authentic.

Done at Bucharest in 18th of May 1994.

(Sgd.)

(Sgd.)

FOR THE GOVERNMENT OF THE
REPUBLIC OF THE PHILIPPINES

FOR THE GOVERNMENT OF
ROMANIA

Study hands-free: podcast-style lessons with read-along highlighting - batas.org

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at https://batas.org

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.