

ALBANIA



Treaty Series No. 17 (1996)

# Agreement

between the Government of the  
United Kingdom of Great Britain and Northern Ireland  
and the Government of the Republic of Albania

for the Promotion and Protection of Investments

London, 30 March 1994

[The Agreement entered into force on 30 August 1995]

*Presented to Parliament  
by the Secretary of State for Foreign and Commonwealth Affairs  
by Command of Her Majesty  
January 1994*

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**AGREEMENT**  
**BETWEEN THE GOVERNMENT OF THE**  
**UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND**  
**AND THE GOVERNMENT OF THE REPUBLIC OF ALBANIA**  
**FOR THE PROMOTION AND PROTECTION OF INVESTMENTS**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Albania;

Desiring to create favourable conditions for greater investment by nationals and companies of one State in the territory of the other State;

Recognising that the encouragement and reciprocal protection under international agreement of such investments will be conducive to the stimulation of individual business initiative and will increase prosperity in both States;

Have agreed as follows:

**ARTICLE 1**

**Definitions**

For the purposes of this Agreement:

- (a) "investment" means every kind of asset and in particular, though not exclusively, includes:
- (i) movable and immovable property and any other property rights such as mortgages, liens or pledges;
  - (ii) shares in and stock and debentures of a company and any other form of participation in a company;
  - (iii) claims to money or to any performance under contract having a financial value;
  - (iv) intellectual property rights, goodwill, technical processes and know-how;
  - (v) business concessions conferred by law or under contract, including concessions to search for, cultivate, extract or exploit natural resources.

A change in the form in which assets are invested does not affect their character as investments and the term "investment" includes all investments, whether made before or after the date of entry into force of this Agreement;

- (b) "returns" means the amounts yielded by an investment and in particular, though not exclusively, includes profit, interest, capital gains, dividends, royalties and fees;

- (c) "nationals" means:

- (i) in respect of the United Kingdom: physical persons deriving their status as United Kingdom nationals from the law in force in the United Kingdom;
- (ii) in respect of Albania: physical persons deriving their status as Albanian nationals from the law in force in Albania;

- (d) "companies" means:

- (i) in respect of the United Kingdom: corporations, firms and associations incorporated or constituted under the law in force in any part of the United Kingdom or in any territory to which this Agreement is extended in accordance with the provisions of Article 12;
- (ii) in respect of Albania: juridical persons including corporations, firms and associations incorporated or constituted under the law in force in Albania;

- (e) "territory" means:

- (i) in respect of the United Kingdom: Great Britain and Northern Ireland, including the territorial sea and any maritime area situated beyond the territorial sea of the United Kingdom which has been or might in the future be designated under the national law of the United Kingdom in accordance with international law as an area within which the United Kingdom may exercise

- rights with regard to the sea-bed and subsoil and the natural resources and any territory to which this Agreement is extended in accordance with the provisions of Article 12;
- (ii) in respect of Albania: the territory of Albania, including the territorial sea and any maritime area situated beyond the territorial sea of Albania which has been or might in the future be designated under the national law of Albania in accordance with international law as an area within which Albania may exercise rights with regard to the sea-bed and subsoil and the natural resources.

## ARTICLE 2

### **Promotion and Protection of Investment**

- (1) Each Contracting Party shall encourage and create favourable conditions for nationals or companies of the other Contracting Party to invest capital in its territory, and, subject to its right to exercise powers conferred by its laws, shall admit such capital.
- (2) Investments of nationals or companies of each Contracting Party shall at all times be accorded fair and equitable treatment and shall enjoy full protection and security in the territory of the other Contracting Party. Neither Contracting Party shall in any way impair by unreasonable or discriminatory measures the management, maintenance, use, enjoyment or disposal of investments in its territory of nationals or companies of the other Contracting Party. Each Contracting Party shall observe any obligation it may have entered into with regard to investments of nationals or companies of the other Contracting Party.

## ARTICLE 3

### **National Treatment and Most-favoured-nation Provisions**

- (1) Neither Contracting Party shall in its territory subject investments or returns of nationals or companies of the other Contracting Party to treatment less favourable than that which it accords to investments or returns of its own nationals or companies or to investments or returns of nationals or companies of any third State.
- (2) Neither Contracting Party shall in its territory subject nationals or companies of the other Contracting Party, as regards the management, maintenance, use, enjoyment or disposal of their investments, to treatment less favourable than that which it accords to its own nationals or companies or to nationals or companies of any third State.
- (3) For the avoidance of doubt it is confirmed that the treatment provided for in paragraphs (1) and (2) above shall apply to the provisions of Articles 1 to 11 of this Agreement.

## ARTICLE 4

### **Compensation for Losses**

- (1) Nationals or companies of one Contracting Party whose investments in the territory of the other Contracting Party suffer losses owing to war or other armed conflict, revolution, a state of national emergency, revolt, insurrection or riot in the territory of the latter Contracting Party shall be accorded by the latter Contracting Party treatment, as regards restitution, indemnification, compensation or other settlement, no less favourable than that which the latter Contracting Party accords to its own nationals or companies or to nationals or companies of any third State. Resulting payments shall be freely transferable.
- (2) Without prejudice to paragraph (1) of this Article, nationals and companies of one Contracting Party who in any of the situations referred to in that paragraph suffer losses in the territory of the other Contracting Party resulting from:
- (a) requisitioning of their property by its forces or authorities, or

(b) destruction of their property by its forces or authorities, which was not caused in combat or was not required by the necessity of the situation,

shall be accorded restitution or adequate compensation. Resulting payments shall be freely transferable.

## ARTICLE 5

### **Expropriation**

(1) Investments of nationals or companies of either Contracting Party shall not be nationalised, expropriated or subjected to measures having effect equivalent to nationalisation or expropriation (hereinafter referred to as "expropriation") in the territory of the other Contracting Party except for a public purpose related to the internal needs of that Party on a non-discriminatory basis and against prompt, adequate and effective compensation. Such compensation shall amount to the genuine value of the investment expropriated immediately before the expropriation or before the impending expropriation became public knowledge, whichever is the earlier, shall include interest at a normal commercial rate until the date of payment, shall be made without delay, be effectively realisable and be freely transferable. The national or company affected shall have a right, under the law of the Contracting Party making the expropriation, to prompt review, by a judicial or other independent authority of that Party, of his or its case and of the valuation of his or its investment in accordance with the principles set out in this paragraph.

(2) Where a Contracting Party expropriates the assets of a company which is incorporated or constituted under the law in force in any part of its own territory, and in which nationals or companies of the other Contracting Party own shares, it shall ensure that the provisions of paragraph (1) of this Article are applied to the extent necessary to guarantee prompt, adequate and effective compensation in respect of their investment to such nationals or companies of the other Contracting Party who are owners of those shares.

## ARTICLE 6

### **Repatriation of Investment and Returns**

Each Contracting Party shall in respect of investments guarantee to nationals or companies of the other Contracting Party the unrestricted transfer of their investments and returns. Transfers shall be effected without delay in the convertible currency in which the capital was originally invested or in any other convertible currency agreed by the investor and the Contracting Party concerned. Unless otherwise agreed by the investor transfers will be made at the rate of exchange applicable on the date of transfer pursuant to the exchange regulations in force.

## ARTICLE 7

### **Exceptions**

The provisions of this Agreement relative to the grant of treatment not less favourable than that accorded to the nationals or companies of either Contracting Party or of any third State shall not be construed so as to oblige one Contracting Party to extend to the nationals or companies of the other the benefit of any treatment, preference or privilege resulting from:

- (a) any existing or future customs union or similar international agreement to which either of the Contracting Parties is or may become a party, or
- (b) any international agreement or arrangement relating wholly or mainly to taxation or any domestic legislation relating wholly or mainly to taxation.

## ARTICLE 8

### Reference to International Centre for Settlement of Investment Disputes

(1) Each Contracting Party hereby consents to submit to the International Centre for the Settlement of Investment Disputes (hereinafter referred to as "the Centre") for settlement by conciliation or arbitration under the Convention on the Settlement of Investment Disputes between States and Nationals of Other States opened for signature at Washington on 18 March 1965<sup>1</sup> any legal dispute arising between that Contracting Party and a national or company of the other Contracting Party concerning an investment of the latter in the territory of the former.

## ARTICLE 9

### Disputes between the Contracting Parties

(1) Disputes between the Contracting Parties concerning the interpretation or application of this Agreement should, if possible, be settled through the diplomatic channel.

(2) If a dispute between the Contracting Parties cannot thus be settled, it shall upon the request of either Contracting Party be submitted to an arbitral tribunal.

(3) Such an arbitral tribunal shall be constituted for each individual case in the following way. Within two months of the receipt of the request for arbitration, each Contracting Party shall appoint one member of the tribunal. Those two members shall then select a national of a third State who on approval by the two Contracting Parties shall be appointed Chairman of the tribunal. The Chairman shall be appointed within two months from the date of appointment of the other two members.

(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 President of the International Court of Justice to make any necessary appointments. If the President is a national of either Contracting Party or if he is otherwise prevented from discharging the said function, the Vice-President shall be invited to make the necessary appointments. If the Vice-President is a national of either Contracting Party or if he too is prevented from discharging the said function, the Member of the International Court of Justice next in seniority who is not a national of either Contracting Party shall be invited to make the necessary appointments.

(5) The arbitral tribunal shall reach its decision by a majority of votes. Such decision shall be binding on both Contracting Parties. Each Contracting Party shall bear the cost of its own member of the tribunal and of its representation in the arbitral proceedings; the cost of the Chairman and the remaining costs shall be borne in equal parts by the Contracting Parties. The tribunal may, however, in its decision direct that a higher proportion of costs shall be borne by one of the two Contracting Parties, and this award shall be binding on both Contracting Parties. The tribunal shall determine its own procedure.

## ARTICLE 10

### Subrogation

(1) If one Contracting Party or its designated Agency ("the first Contracting Party") makes a payment under an indemnity given in respect of an investment in the territory of the other Contracting Party, ("the second Contracting Party"), the second Contracting Party shall recognise:

- the assignment to the first Contracting Party by law or by legal transaction of all the rights and claims of the party indemnified, and
- that the first Contracting Party is entitled to exercise such rights and enforce such claims by virtue of subrogation, to the same extent as the party indemnified.

<sup>1</sup> Treaty Series No. 25 (1967), Cmnd. 3255.

(2) The first Contracting Party shall be entitled in all circumstances to the same treatment in respect of:

- (a) the rights and claims acquired by it by virtue of the assignment, and
- (b) any payments received in pursuance of those rights and claims,

as the party indemnified was entitled to receive by virtue of this Agreement in respect of the investment concerned and its related returns.

(3) Any payments received in non-convertible currency by the first Contracting Party in pursuance of the rights and claims acquired shall be freely available to the first Contracting Party for the purpose of meeting any expenditure incurred in the territory of the second Contracting Party.

## **ARTICLE 11**

### **Application of other Rules**

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

## **ARTICLE 12**

### **Territorial Extension**

At the time of entry into force of this Agreement, or at any time thereafter, the provisions of this Agreement may be extended to such territories for whose international relations the Government of the United Kingdom are responsible as may be agreed between the Contracting Parties in an Exchange of Notes.

## **ARTICLE 13**

### **Entry into Force**

Each Contracting Party shall notify the other in writing of the completion of the constitutional formalities required in its territory for the entry into force of this Agreement. This Agreement shall enter into force on the date of the latter of the two notifications.<sup>1</sup>

## **ARTICLE 14**

### **Duration and Termination**

This Agreement shall remain in force for a period of ten years. Thereafter it shall continue in force until the expiration of twelve months from the date on which either Contracting Party shall have given written notice of termination to the other. Provided that in respect of investments made whilst the Agreement is in force, its provisions shall continue in effect with respect to such investments for a period of twenty years after the date of termination and without prejudice to the application thereafter of the rules of general international law.

<sup>1</sup> The Agreement entered into force on 30 August 1995.

In witness whereof the undersigned, duly authorised thereto by their respective Governments, have signed this Agreement.

Done in duplicate at London this Thirtieth day of March 1994 in the English and Albanian languages, both texts being equally authoritative.

For the Government of the United  
Kingdom of Great Britain and  
Northern Ireland:

DOUGLAS HURD

For the Government of the Republic of  
Albania:

B KOPLIKU

MARREVESHJE

NDERMJE

QEVERISE SE MBRETERISE SE BASHKUAR TE BRITANISKE MADHE

DHE TE IRLANDES SE VRIUT

DHE

QEVERISE SE REPUBLIKES SE SHQIPERISE,

PER NXITJEN DHE MEROJTIJEN E INVESTIMEVE.

Qeveria e Mbreterise se Bashkuar te Britanise se Madhe dhe Irlandes se Veriut dhe Qeveria e Republikes se Shqiperise;

Duke deshiruar te krijojne kushte te favorshme per investime me te medha, nga shtetas dhe shoqeri te njerit shtet ne territorin e shtetit tjeter;

Duke njobur qe inkurajimi dhe mbrojtja e ndersjellte sipas një marreveshje nderkombetare te investimeve te tilla do te sjelle si pasoje stimulimin e nismes private te biznesit dhe do te rrise begatine ne te dy shtetet;

u muaren vesh per sa vijon:

NENI 1

Perkufizime

Per qellimet e kesaj Marreveshjeje:

- (a) Me "investim" kuptohet cdo lloj pasurie dhe ne vecanti, megjithese jo ekskluzivisht, perfshihet:
  - (i) pasuri te luajtshme dhe te paluajtshme dhe cdo e drejte tjeter pasurore, sic eshte hipotekimi, pengjet, huate ose garancite;
  - (ii) aksionet ne burse dhe detyrimet ne një shoqeri dhe cdo forme tjeter te pjesemarrjes ne një shoqeri;
  - (iii) e drejta mbi një sasi parash ose tek cdo veprim sipas kontrates qe ka vlore financiare;
  - (iv) te drejtat e pronesise intelektuale, klientela, proceset teknologjike dhe know - how;
  - (v) koncesionet ne biznes te parashikuara nga ligji sipas kontrates, perfshire koncesionet per kerkim, perpunim, nxjerrje ose shfrytezim te burimeve natyrore;

Ndryshimi i formes ne te cilen pasurite jane investuar nuk ndikon ne karakterin e tyre si investime dhe termi "investim" perfshin te gjithe investimet, te bera para ose pas dates te hyrjes ne fuqi te kesaj marreveshjeje.

- (b) me "te ardhurat nga fitimet" kuptohen shumat e vjelura nga një investim dhe ne vecanti, megjithese jo ekskluzivisht, perfshihen fitimi, interesat, rritjet e kapitalit, dividentet, perqindjet nga perdorimi i patentes, pagesa per disa tipe konsultimi.
- (c) me "shtetas" kuptohet:
  - (i) ne Mbreterine e Bashkuar: personat fizike statusi i te cileve buron nga te qenit shtetas te Mbreterise se Bashkuar sipas ligjit ne fuqi ne Mbreterine e Bashkuar;

- (ii) ne Republiken e Shqiperise: personat fizike statusi i te cileve buron nga te qenit shtetas te Republike se Shqiperise, sipas ligjit ne fuqi ne Shqiperi;
- (d) me "shoheri" kuptohet:
- (i) ne rastin e Mbreterise se Bashkuar: korporatat, firmat dhe shoherite e formuara ose te krijuara sipas ligjit ne fuqi ne cdo pjesë te Mbreterise se Bashkuar, ose ne cdo territor ne te cilën vepron kjo Marreveshje, ne perputhje me dispozitat e Nenit 12;
- (ii) ne rastin e Republike se Shqiperise: personat juridike qe perfshijnë korporatat, firmat dhe shoherite e formuara ose te krijuara sipas ligjit ne fuqi ne Shqiperi;
- (e) me "territor" kuptohet:
- (i) ne Mbreterine e Bashkuar: Britania e Madhe dhe Irlanda e Veriut, duke perfshire ujrat territoriale dhe cdo zone bregdetare te vendosur pertej ujrave territoriale te Mbreterise se Bashkuar, e cila ka qene ose mund te percaktohet ne te ardhmen sipas ligjit kombtar te Mbreterise se Bashkuar ne perputhje me te Drejtë Nderkombetare si një zone brenda se ciles Mbreteria e Bashkuar mund te ushtroje te drejta sa i perket nendetit dhe nentokes dhe burimeve natyrore, dhe cdo territor ne te cilin vepron kjo Marreveshje ne perputhje me dispozitat e Nenit 12;
- (ii) ne Republiken e Shqiperise: territori i Shqiperise duke perfshire ujrat territoriale dhe cdo zone bregdetare te vendosur pertej ujrave territoriale te Shqiperise, e cila ka qene ose mund te percaktohet ne te ardhmen sipas ligjit kombtar te Shqiperise ne perputhje me te Drejtë Nderkombetare si një zone brenda se ciles Shqiperia mund te ushtroje te drejta, sa i perket nendetit dhe nentokes dhe burimeve natyrore.

## NENI 2

### Nxitja dhe Mbrotjtja e Investimeve

- (1) Secila Pale Kontraktuese do te inkurajoje dhe krijoje kushte te favorshme per shtetasit ose shoherite e Pales tjeter Kontraktuese, per te investuar kapital ne territorin e saj dhe ne baze te se drejtes se saj per te ushtruar fuqine sipas ligjeve te saj, do te lejoje një kapital te tillë.
- (2) Investimet e shtetasve ose te shoherive te seciles Pale Kontraktuese do t'i nenshtrohen ne cdo kohe një trajtimi te drejte e te barabarte, dhe do te gezojne mbrotjtjen e sigurte e te plote ne territorin e Pales' tjeter Kontraktuese. Asnjera prej Paleve Kontraktuese ne asnje menyre, nuk do te demtoje nepermjet masave te paaresyeshme

dhe diskriminuese administrimin, ruajtjen, perdonimin, zoterimin ose dhenien apo shitjen e investimeve ne territorin e saj, te shtetasve ose shoqerive te Pales tjeter Kontraktuese. Secila Pale Kontraktuese do te respekojo cdo detyrim qe mund te kete lidhur me investimet e shtetasve ose shoqerive te Pales tjeter Kontraktuese.

### NENI 3

#### Trajtimi Kombetar dhe Dispozitat e Kombit me te Favorizuar

- 1) Asnjera nga Palet Kontraktuese nuk do te trajtoje ne territorin e saj, shtetasit ose shoqerite e Pales tjeter Kontraktuese persa i perket administrimit, ruajtjes, perdonimit, zoterimit ose dhenies apo shitjes se investimeve te tyre, ne menyre me pak te favorshme se sa ai qe i akordohet shtetasve apo shoqerive te saj apo shtetasve ose shoqerive te cdo vendi te trete.
- 2) Asnjera nga Palet Kontraktuese ne territorin e saj nuk do t'i jape ne territorin e saj shtetasve ose shoqerive te Pales tjeter Kontraktuese nje trajtim me pak te favorshem persa i perket administrimit, ruajtjes, perdonimit, zoterimit ose dhenies apo shitjes se investimeve te tyre, sesa ai akorduar shtetasve ose shoqerive te cdo vendi te trete.
- (3) Per shhangien e dyshimit konfirmohet qe trajtimi i siguruar ne paragrafet (1) dhe (2), si me siper do te zbatohet tek dispozitat e neneve 1 deri 11 te kesaj Marreveshjeje.

### NENI 4

#### Kompensimi per humbjet

- (1) Shtetasve ose shoqerive te nje Pale Kontraktuese, investimet e te cileve ne territorin e Pales tjeter Kontraktuese pesojne humbje per shkak te luftes ose ndonje konflikti tjeter te armatosur, revolucioni, gjendje te jashtezakonshme kombetare, revolte, kryengritje ose trazire ne territorin e Pales tjeter Kontraktuese, do t'u akordohet nga Pala tjeter Kontraktuese nje trajtim per kthimin ne gjendjen e meparshme, demshperblimin, kompensimin ose zgjidhje te tjera, jo me pak i favorshem sesa ai qe Pala tjeter Kontraktuese u akordon shtetasve ose shoqerive te saj ose shtetasve ose shoqerive te cdo vendi te trete. Pagesat rezultuese do te jene lirisht te transferueshme.
- (2) Pa cenuar paragrafin (1) te ketij nenii, shtetasve dhe shoqerive te njeres Pale Kontraktuese te cilet ne ndonje nga situatat referuar ketij paragrafi (paragradi 1) pesojne humbje ne territorin e Pales tjeter Kontraktuese, qe rezultojne nga :

- (a) rekuizimi i pasurise se tyre nga forcat apo autoritetet e saj, ose :
- (b) shkaterrimi i pasurise se tyre nga forcat apo autoritetet e saj, i cili nuk eshte shkaktuar ne veprim luftimi ose nuk ka qene i kerkuar nga nevoja e situates, do t'u akordohet kthimi ne gjendjen e meparshme ose kompensimi i mjaftueshem. Pagesat rezultuese do te jene lirisht te transferueshem.

## NENI 5

### Shpronesimi

- (1) Investimet e shtetasve ose shoqerive te seciles Pale Kontraktuese nuk do te shtetezohen, shpronesohej ose nuk do t'u nenshtrohen masave qe kane efekt te njeje me shtetezimin dhe shpronesimin (ketu e me tej te quajtura "shpronesim") ne territorin e Pales tjeter Kontraktuese, pervec se per nje qellim publik qe lidhet me nevoja te brendshme te kesaj Pale Kontraktuese mbi baza jo diskriminuese dhe perkundrejt kompensimit te shpejte, te mjaftueshem dhe efektiv.

Nje kompensim i tille do te jete i barabarte me vleren e vertete te investimit te shpronesuar, menjehere perpara shpronesimit ose perpara se shpronesimi potencial te behet publik, e cilido qe eshte me i pari, do te perfshiye interesin ne nje kurs tregtar normal deri ne daten e pageses, do te behet pa vonese, te jete efektivisht i realizueshem dhe lirisht i transferueshem. Shtetasi ose shoqeria e prekur, do te kete te drejten sipas ligjit te Pales Kontraktuese qe ben shpronesimin, per nje shqyrtim te shpejte nga nje autoritet juridik ose ndonje autoritet tjeter i pavarur i kesaj Pale Kontraktuese, te rastit te tij ose te saj dhe te vleresimit te investimit te tij ose te saj ne perputhje me parimet e formuluara ne kete paragraf.

- (2) Atje ku nje Pale Kontraktuese shproneson pasurite e nje shoqerie e cila eshte e formuar ose e krijuar, sipas ligjit ne fuqi ne cdo pjese te territorit te saj, dhe ne te cilien shtetasit ose shoqerite e Pales tjeter Kontraktuese jane pronare aksionesh, ajo do te siguroje dispozitat e paragrafit (1) qe garanton kompensim te shpejte, te mjaftueshem dhe efektiv lidhur me investimet e tyre, te shtetasve apo shoqerive te Pales tjeter Kontraktuese qe jane pronare te ketyre aksioneve.

## NENI 6

### Riatdhesimi i Investimeve dhe te Ardhurave.

Cdo Pale kontraktuese persa i perket investimeve do t'u garantoje shtetasve ose shoqerive te Pales tjeter Kontraktuese nje transferim te lire te investimeve dhe te ardhurave te tyre.

Transferimi do te kryhet pa vonese, ne valuten lirisht te konvertueshme ne te cilen fillimisht eshte investuar kapitali ose ne ndonje valute tjeter te konvertueshme per te cilen bihet dakort midis investorit dhe Pales Kontraktuese te interesuar. Derisa te mos bihet dakort ndryshe nga investitori, transferimet do te behen ne kursin e kembimit te zbatueshem ne daten e transferimit ne perputhje me rregullat e kembimit ne fuqi.

## NENI 7

### Perjashtime

Dispozitat e kesaj marreveshjeje per dhenien e trajtimit jo me pak te favorshem sesa ai i akorduar per shtetasit apo shoqerite e seciles Pale Kontraktuese ose te ndonje shteti te trete nuk do te interpretohen ne menyre te tille qe te detyrohet njera Pale Kontraktuese t'u ofroje shtetasve ose shoqerive te Pales tjeter Kontraktuese favorin e cdo trajtimi, preference ose privilegji qe rezulton nga:

- (a) cdo bashkim doganor ekzistues ose i ardhshem, ose nga cdo marreveshje nderkombetare e perafert, tek e cila secila Pale Kontraktuese eshte ose mund te behet Pale;
- (b) cdo marreveshje nderkombetare ose rregulla qe lidhen teresish ose kryesish me taksimin ose me cdo legjislacion vendas qe lidhet teresish ose kryesish me taksimin.

## NENI 8

### Per Qendren Nderkombetare per Zgjidhjen e Mosmarreveshjeve per Investimet

- (1) Per kete aresye cdo Pale Kontraktuese lejon t'i nenshtrohet Qendres Nderkombetare per Zgjidhjen e Mosmarreveshjeve per Investimet (ketu e me tej e quajtur "Qender") per zgjidhjen me pajtim ose arbitrazh sipas Konventes mbi Zgjidhjen e Mosmarreveshjeve per Investimet midis shteteve dhe shtetasve te shteteve te tjere e hapur per nenshkrim ne Washington me 18 Mars 1965 per cdo mosmarreveshje legale te lindur midis kesaj Pale Kontraktuese dhe nje shtetasi ose shoqerie te Pales tjeter Kontraktuese, lidhur me nje investim te njeresh Pale Kontraktuese ne territorin e Pales tjeter Kontraktuese.
- (2) Nje shoqeri e cila eshte formuar ose krijuar sipas ligjit ne fuqi, ne territorin e nje Pale Kontraktuese dhe ne te cilen, perpara se te lindete nje mosmarreveshje e ketille, pjesa kryesore e aksioneve jane prone e shtetasve ose shoqerive te Pales tjeter Kontraktuese do te trajtohet ne perputhje me Nenin 25 (2)(b) te Konventes, per qellimet e Konventes si nje shoqeri e Pales tjeter Kontraktuese.
- (3) Ne qofte se do te linde ndonje mosmarreveshje e tille dhe ajo nuk do te zgjidhet brenda nje periudhe prej 3 muajve me ane te mjeteve lokale, ose ne rast te kundert, ne qofte se shtetasi ose shoqeria e prekur nga ajo, bien dakort me

shkrim t'ia kalojne ate Qendres per ta zgjidhur nepermjet pajtimit apo arbitrazhit mbi bazen e Konventes, atehere se cila Pale Kontraktuese mund te filloje procedurat me adresimin e nje kerkesa te tille, Sekretarit te Pergjithshem te Qendres, sic eshte parashikuar ne nenet 28 dhe 36 te Konventes.

Ne rast mosmarreveshjeje, ne rast se nuk bihet dakort se cila eshte procedura me e pershatshme pajtimi apo arbitrazhi, atehere eshte e drejta e shtetasit apo shoqerise se prekur te zgjedhe njeri nga te dyja. Pala Kontraktuese, e cila eshte Pale ne mosmarreveshje nuk do te ngreje si kundershtim ne cdo shkalle te procedurave ose si detyrim te nje vendimi gjyqi, faktin qe shtetasi ose shoqeria, te cilet jane Pala tjeter ne mosmarreveshje kane marre ne perputhje me nje kontrate sigurimi, nje shperblim persa i perkthet disa ose te gjitha humbjeve te tij ose te saj.

- (4) Asnjera nga Palet Kontraktuese nuk do te ndjeke nepermjet kanaleve diplomatike cdo mosmarreveshje referuar Qendres derisa:
  - (a) Sekretari i Pergjithshem i Qendres, ose nje Komision pajtimi ose nje gjykate arbitrazhi e caktuar nga ajo, te vendosi qe mosmarreveshja nuk eshte brenda juridiksionit te Qendres, ose
  - (b) Pala tjeter Kontraktuese nuk do te arrinte per t'ju permajtjatur ose per te zbatuar cdo vendim gjyqi te dhene nga nje gjykate arbitrazhi.

#### NENI 9

##### Mosmarreveshjet midis Paleve Kontraktuese

- (1) Mosmarreveshjet midis Paleve Kontraktuese per interpretimin ose per zbatimin e kesaj marreveshjeje do te zgjidhen nese eshte e mundur nepermjet kanaleve diplomatike.
- (2) Nese nje mosmarreveshje midis Paleve Kontraktuese nuk mund te zgjidhet ne kete menyre, ajo do t'i nenshtrohet nje gjykate arbitrazhi, ne baze te kerkeses se cdonjeres nga Palet Kontraktuese.
- (3) Nje gjykate e tille arbitrazhi do te formohet per cdo rast te vecante ne menyren si me poshte. Brenda dy muajve nga marrja e kerkeses per arbitrazh, cdo Pale Kontraktuese do te emeroje nje anetar te gjykates. Keta dy anetare me pas do te zgjedhin nje shtetas te nje shteti te trete, i cili me miratim nga te dyja Palet Kontraktuese do te emerohet m Kryetari i Gjykates. Kryetari do te emerohet brenda dy muajve nga data e emerimit te dy anetareve te tjere.
- (4) Ne qofte se brenda afateve te percaktuara ne paragrafin (3) te ketij neni nuk jane bere emerimet e nevojshme, se cila Pale Kontraktuese ne mungese te ndonje marreveshjeje tjeter, mund te ftoje Presidentin e Gjykates Nderkombetare te Drejtësise per te bere cdo emerim te nevojshem.

Nese Presidenti eshte nenshtetas i ndonjeres nga Palet Kontraktuese ose nese ai ne te kunderten eshte i ndaluar te kryeje funksionin e mesiper, zv/presidenti do te ftohet per te bere emerimet e nevojshme. Nese ky i fundit eshte nje shtetas i ndonjeres prej Paleve Kontraktuese ose nese ai gjithashtu eshte i ndaluar per kryerjen e funksionit te siperpermendur, anetari i Gjykates Nderkombetare te Drejtesise, me vjetarsi pune me te madhe dhe qe nuk eshte shtetas i ndonjeres Pale Kontraktuese, do te ftohet per te bere emerimet e nevojshme.

- (5) Gjykata e Arbitrazhit do te marre vendimin e saj me shumice votash. Nje vendim i tille do te jete i detyrueshem per te dyja Palet Kontraktuese. Secila prej tyre do te perballoje shpenzimet e anetarit te saj ne gjykate dhe te perfaquesuesit te saj ne procedurat e arbitrazhit; shpenzimet e Kryetarit dhe ato mbetese do te perballohen ne pjese te barabarta, nga Palet Kontraktuese. Megjithate Gjykata, ne vendimin e saj mund te urdheroje qe nje pjese me e madhe e shpenzimeve te perballohet nga njera prej Paleve Kontraktuese, dhe ky vendim gjyqesor do te jete i detyrueshem per te dyja Palet Kontraktuese.

Gjykata do te vendose se cfare procedure do te ndjeke.

#### **NENI 10**

##### **Subrogimi**

(Zevendesimi i nje personi apo nje subjekti me nje tjeter sipas nje kerkese te ligjshme ose zbatimi me te drejta te plota).

- (1) Nese nje Pale Kontraktuese ose Agjensi e caktuar e saj ("Pala e pare Kontraktuese") ben nje pagese sipas nje garancie te dhene sa i perket nje investimi ne territorin e Pales tjeter Kontraktuese ("Pala e dyte Kontraktuese"), Pala e dyte Kontraktuese do te pranoje:
- (a) dhenien Pales se pare Kontraktuese nepermjet ligjit ose nepermjet nje transaksiuni ligjor te te gjitha te drejtave dhe pretendimeve te Pales Kontraktuese te garantuar, dhe
- (b) qe Pales se pare Kontraktuese i eshte dhene e drejta te ushtroje te tilla te drejta dhe te mbeshtese te tilla pretendime ne baze te subrogimit ne te njejten mase sa Pala Kontraktuese e sigruar.
- (2) Pales se pare Kontraktuese do t'i jepet e drejta ne te gjitha rr Ethanat te kete te njejtin trajtim sa i perket:
- (a) te drejtave dhe pretendimeve te fituara ne baze te emerimit, dhe
- (b) cdo pagese te marre ne perputhje me keto te drejta dhe pretendime dhe meqe Pales se sigruar (per cdemtim) i eshte dhene e drejta te marre (te perfitoje), ne baze te kesaj marreveshjeje sa i perket investimit perkates dhe te ardhurave te saj respektive.

- (3) Cdo pagese e marre ne valute jo te konvertueshme nga Pala e pare Kontraktuese, ne perputhje me te drejtat dhe pretendimet e fituara, do te jete lirisht ne dispozicion te Pales se pare Kcntraktuese per qellimin e pagimit te cdo shpenzimi te pesuar ne territorin e Pales tjeter Kontraktuese.

#### NENI 11

##### Zbatimi i rregullave te tjera

Nese dispozitat e ligjit te seciles Pale Kontraktuese ose detyrimet sipas te Drejtes Nderkombetare ekzistuese ose te formuluara ketej e tutje midis Paleve Kontraktuese ne vijim te marreveshjes aktuale permajne rregulla te per gjitheshme ose te vecanta, qe ua nenshtrojne investimet e shtetasve ose shoqerive te Pales tjeter Kontraktuese nje trajtimi me te favorshem se ai i parashikuar per to nga marreveshja aktuale, te tilla rregulla do te mbizoterojne mbi marreveshjen aktuale ne masen qe ato jane me te favorshme.

#### NENI 12

##### Shtrirja territoriale

Ne kohen kur kjo marreveshje hyn ne fuqi, ose ne cdo kohe pas kesaj, dispozitat e kesaj marreveshje mund te vlejne edhe per territore te tilla, te cilat ne marredheniet e tyre nderkombetare per fagesohen nga Qeveria e Mbreterise se Bashkuar dhe Qeveria e Republikes se Shqiperise, sic mund te bihet dakort midis Paleve Kontraktuese me ane te shkembimit te notave.

#### NENI 13

##### Hyrja ne fuqi

Cdo pale do te njoftoje Palen tjeter Kontraktuese me shkrim per kompletimin e formaliteteve ligjore te kerkuara ne territorin e saj per hyrjen ne fuqi te kesaj marreveshjeje. Kjo marreveshje do te hyje ne fuqi ne daten me te fundit te te dy njoftimeve.

#### NENI 14

##### Kohezgjatja dhe perfundimi

Kjo marreveshje do te gendroje ne fuqi, per nje periudhe prej dhjete vjetesh. Pas kesaj do te vazhdoje te gendroje ne fuqi deri ne skadim per dymbedhjete muaj nga data ne te cilen secila nga Palet Kontraktuese do te beje njoftim me shkrim Pales tjeter Kontraktuese per perfundimin e saj. Me kusht qe per investimet

e bera nderkohë që marreveshja është ne fuqi, dispozitat e saj do të vazhdojnë te veprojne lidhur me investime te tillë per një periudhe prej njezet vjetesh pas dates se perfundimit dhe pa paragjykim ne zbatimin me tej te rregullave te se Drejtës te Pergjitheshme Nderkombetare.

Me deshmitare te pranishem, te nenshkruarit, pervec kesaj, posacerisht te autorizuar nga Qeverite e tyre respektive, kane nenshkruar kete Marreveshje.

Bere ne dy kopje te njejta ne Londer, dita e tridhjete e muajit mars 1994, ne gjuhet angleze dhe shqipe, te dy tekstet duke pasur fuqi te barbarte vepruese.

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