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SLOVENIA



Treaty Series No. 50 (1999)

# Agreement

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

## for the Promotion and Protection of Investments

Ljubljana, 3 July 1996

[Instruments of ratification were exchanged on 12 May 1999  
and the Agreement entered into force on 12 May 1999]

*Presented to Parliament  
by the Secretary of State for Foreign and Commonwealth Affairs  
by Command of Her Majesty  
August 1999*

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA 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 Slovenia;

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.

(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 the Republic of Slovenia: natural persons with citizenship of the Republic of Slovenia;

(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 13;

- (ii) in respect of the Republic of Slovenia: any entity incorporated or constituted in accordance with and recognised as a legal person by its laws having permanent residence in the territory of the Republic of Slovenia;
- (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 13;
  - (ii) in respect of the Republic of Slovenia: the territory of the Republic of Slovenia, including its territorial waters, together with the sea-bed and resources beneath the sea-bed outside the boundaries of the territorial waters of the Republic of Slovenia, within which the Republic of Slovenia, in accordance with international law, exercises its sovereign rights in respect of the exploration and the exploitation of 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 their 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 12 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 action 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 realizable 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 shall 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

### Settlement of Disputes between an Investor and a Host State

(1) Disputes between a national or company of one Contracting Party and the other Contracting Party concerning an obligation of the latter under this Agreement in relation to an investment of the former which have not been amicably settled shall, after a period of three months from written notification of a claim, be submitted to international arbitration if the national or company concerned so wishes.

(2) Where the dispute is referred to international arbitration, the national or company and the Contracting Party concerned in the dispute may agree to refer the dispute either to:

- (a) the International Centre for the Settlement of Investment Disputes (having regard to the provisions, where applicable, of the Convention on the Settlement of Investment Disputes between States and Nationals of other States, opened for signature at Washington DC on 18 March 1965<sup>1</sup> and the Additional Facility for the Administration of Conciliation, Arbitration and Fact-Finding Proceedings); or
- (b) the Court of Arbitration of the International Chamber of Commerce; or
- (c) an international arbitrator or ad hoc arbitration tribunal to be appointed by a special agreement or established under the Arbitration Rules of the United Nations Commission on International Trade Law.

If after a period of three months from written notification of the claim there is no agreement to one of the above alternative procedures, the dispute shall at the request in writing of the national or company concerned be submitted to arbitration under the Arbitration Rules of the United Nations Commission on International Trade Law as then in force. The parties to the dispute may agree in writing to modify these Rules.

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

## 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:
  - (a) the assignment to the first Contracting Party by law or by legal transaction of all the rights and claims of the party indemnified, and
  - (b) 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.
- (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

##### **Application of Agreement**

The present Agreement shall apply to investments in the territory of one of the Contracting Parties made in accordance with its laws and regulations by nationals or companies of the other Contracting Party, whether existing at or made after the entry into force of this Agreement. It shall, however, not be applicable to disputes which have arisen prior to its entry into force.

#### ARTICLE 13

##### **Territorial Extension**

At the time of ratification 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 14

##### **Entry into Force**

This Agreement shall be ratified and shall enter into force on the exchange of Instruments of Ratification.

#### ARTICLE 15

##### **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.

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

Done in duplicate at Ljubljana this 3 day of July 1996 in the English and Slovenian languages, both texts being equally authoritative.

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

For the Government of the Republic of  
Slovenia:

GORDON JOHNSTON

JANKO DEZELAK



**S P O R A Z U M**  
**med Vlado Združenega kraljestva**  
**Velike Britanije in Severne Irske**  
**in**  
**Vlado Republike Slovenije**  
**o zaščiti in spodbujanju vlaganj**

Vlada Združenega kraljestva Velike Britanije in Severne Irske in  
Vlada Republike Slovenije,

v želji ustvariti ugodne razmere za večja vlaganja državljanov in  
družb ene države na ozemlju druge države,

zavedajoč se, da bosta spodbujanje in vzajemna zaščita takih  
vlaganj na podlagi mednarodnega sporazuma prispevala k  
spodbujanju individualne poslovne pobude in povečala blagostanje  
v obeh državah,

sta se dogovorili naslednje:

**1. člen**

**Opredelitve**

Po tem sporazumu:

(a) pomeni "vlaganje" vse vrste sredstev, ki obsegajo predvsem,  
vendar ne izključno:

- (i) premožnine in nepremičnine ter druge lastninske  
pravice, kot so hipoteke, pravice do zaplembe ali  
zastave;
- (ii) delnice in deleže ter obveznice družbe in vse druge  
oblike udeležbe v kaki družbi;
- (iii) denarne zahtevke ali zahtevke za izvedbo pogodbenih  
del, ki imajo finančno vrednost;
- (iv) pravice iz intelektualne lastnine, vrednost na podlagi  
dobrega imena in slovesa, tehnične postopke in know-  
how;
- (v) poslovne koncesije, dodeljene na podlagi zakona ali  
pogodbe, vključno koncesije za iskanje, gojenje,  
pridobivanje ali izkoriščanje naravnih bogastev.

Sprememba oblike vlaganja sredstev ne vpliva na naravo teh  
sredstev kot vlaganj.

(b) "dohodek" pomeni prihodke od vlaganja, ki obsegajo predvsem,  
vendar ne izključno, dobiček, obresti, prihodke od zvišanja  
vrednosti kapitala, dividende, avtorske in druge honorarje;

**(c) izraz "državljeni" pomeni:**

- (i) glede Združenega kraljestva: fizične osebe, katerih status državljanov Združenega kraljestva izhaja iz zakonodaje, ki je v veljavi v Združenem kraljestvu;**
- (ii) glede Republike Slovenije: fizične osebe z državljanstvom Republike Slovenije;**

**(d) izraz "družba" pomeni:**

- (i) glede Združenega kraljestva: korporacije, firme in združenja, registrirane ali ustanovljene v skladu z veljavno zakonodajo v kateremkoli delu Združenega kraljestva ali na kateremkoli ozemlju, na katerega se ta sporazum razširi na podlagi določb 13. člena;**
- (ii) glede Republike Slovenije: katerikoli subjekt, ki je registriran ali ustanovljen v skladu z njeno zakonodajo kot pravna oseba in je po tej zakonodaji kot tak priznan ter ima stalni sedež na ozemlju Republike Slovenije;**

**(e) "ozemlje" pomeni:**

- (i) glede Združenega kraljestva: Veliko Britanijo in Severno Irsko vključno s teritorialnim morjem in morskim področjem izven teritorialnega morja Združenega kraljestva, ki je oziroma bi lahko v prihodnje bilo na podlagi državne zakonodaje Združenega kraljestva v skladu z mednarodnim pravom določeno kot področje, znotraj katerega lahko Združeno kraljestvo uveljavlja pravice v zvezi z morskim dnom in njegovim podzemljem ter naravnimi viri, in vsakršno ozemlje, na katerega se ta sporazum razširi v skladu z določbami 13. člena;**
- (ii) glede Republike Slovenije: ozemlje Republike Slovenije, vključno teritorialno morje, vključno z morskim dnom in njegovim podzemljem izven meja teritorialnih voda Republike Slovenije, znotraj katerega uveljavlja Republika Slovenija v skladu z mednarodnim pravom svoje suverene pravice glede raziskav in izkoriščanja naravnih virov.**

**2. člen**

**Spodbujanje in zaščita vlaganj**

- (1) Vsaka pogodbenica bo spodbujala in ustvarjala ugodne razmere za državljane ali družbe druge pogodbenice pri vlaganju kapitala na svojem ozemlju in bo dopuščala vlaganja, vendar s pridržanjem pravice do uporabe pooblastil, ki jih ima na podlagi svoje zakonodaje.**

- 2) Vlaganja državljanov ali družb vsake pogodbenice bodo na ozemlju druge pogodbenice ves čas deležna pravične in nepristranske obravnave in bodo uživala popolno zaščito in varnost. Nobena pogodbenica ne bo sprejemala neupravičenih ali diskriminacijskih ukrepov, s katerimi bi kakor koli škodovala upravljanju, vzdrževanju, uporabi, uživanju ali prepustitvi vlaganj državljanov ali družb druge pogodbenice na svojem ozemlju. Vsaka pogodbenica bo spoštovala vsakršno obveznost, ki bi jo sprejela v zvezi z vlaganji državljanov ali družb druge pogodbenice.

### 3. člen

Obravnava, enaka obravnavi lastnih državljanov  
in določbe o državi s največjimi ugodnostmi

- 1) Nobena pogodbenica na svojem ozemlju ne bo obravnavala vlaganj ali dohodkov državljanov ali družb druge pogodbenice na način, ki bi bil manj ugoden od obravnave, ki jo zagotavlja vlaganjem ali dohodkom svojih lastnih državljanov ali družb oziroma vlaganjem ali dohodkom državljanov ali družb kake tretje države.
- 2) Nobena pogodbenica na svojem ozemlju ne bo obravnavala državljanov ali družb druge pogodbenice v zvezi z njihovim upravljanjem, vzdrževanjem, uporabo, uživanjem ali prepustitvijo njihovih vlaganj na manj ugoden način od obravnave, ki jo zagotavlja svojim lastnim državljanom ali družbam oziroma državljanom ali družbam kake tretje države.
- 3) Da bi se izognili vsakršnemu dvomu, velja obravnava, ki je predvidena v predhodnih odstavkih (1) in (2), za določbe členov 1 do 12 tega sporazuma.

### 4. člen

Odškodnina za izgube

- (1) Državljanom ali družbam ene pogodbenice, katerih vlaganja na ozemlju druge pogodbenice utrpijo izgube zaradi vojne oboroženih spopadov, revolucije, izrednega stanja v državi upora, vataje ali nemirov na ozemlju te druge pogodbenice bo v zvezi s povračilom, nadomestilom, odškodnino ali drugo obliko poravnave slednja zagotovila obravnavo, ki bo vsa tako ugodna kot obravnava, ki jo ta druga pogodbenica priznava svojim državljanom ali družbam oziroma državljanom ali družbam kake tretje države. Plačila na tej podlagi bodo prosto prenosljiva.

- (2) V soglasju z določilom prvega odstavka tega člena, bo državljanom ali družbam ene pogodbenice, ki v kakršnikoli razmerah iz tega odstavka utrpijo na ozemlju druge pogodbenice izgube:
- (a) zaradi zaplembe njihove lastnine s strani njenih sil ali oblasti,
  - (b) ali zaradi uničenja njihove lastnine s strani njenih sil ali oblasti, ki ga ni povzročilo borbena delovanje oziroma ki ni bilo potrebno zaradi nujnih razmer, zagotovljeno povračilo ali primerna odškodnina. Plačila na tej podlagi bodo prosto prenosljiva.

## 5. člen

### Razlastitev

- (1) Vlaganj državljanov ali družb ene pogodbenice na ozemlju druge pogodbenice ni mogoče nacionalizirati, razlaščati ali v zvezi z njimi sprejemati drugih ukrepov, ki bi imeli enak učinek kot nacionalizacija ali razlastitev (v nadaljevanju "razlastitev"), razen če ne gre za kak ukrep v javnem interesu v zvezi z notranjimi potrebami te pogodbenice, ki je izveden na nediskriminacijski podlagi in proti hitri, ustrezni in učinkoviti odškodnini. Taka odškodnina bo glede na to, kateri dogodek se primeri prvi, enaka resnični vrednosti razlaščenega vlaganja neposredno pred razlastitvijo ali pred trenutkom, ko je javnost seznanjena s pretečo razlastitvijo, vključevati mora obresti po običajni komercialni obrestni meri do datuma plačila, plačati jo je treba takoj in mora biti dejansko vnovčljiva in prosto prenosljiva. Prizadeti državljan ali družba ima pravico zahtevati, da na podlagi zakonodaje tiste pogodbenice, ki opravlja razlastitev, sodni ali kak drug neodvisni organ oblasti te pogodbenice, takoj prouči njegov oziroma njen primer in vrednotenje njegovega oziroma njenega vlaganja v skladu z načeli iz tega odstavka.
- (2) Če pogodbenica razlasti sredstva kake družbe, ki je registrirana ali ustanovljena v skladu z veljavno zakonodajo na kateremkoli delu njenega lastnega ozemlja in v kateri so državljani ali družbe druge pogodbenice lastniki delnic, bo zagotovila uporabo določb iz prvega odstavka tega člena v obsegu, ki je potreben za zagotovitev hitre, ustrezne in učinkovite odškodnine državljanom ali družbam druge pogodbenice, ki so lastniki teh delnic, glede njegovega vlaganja.

## 6. člen

### Repatriacija vlaganj in dohodka

Vsaka pogodbenica bo v zvezi z vlaganji jamčila državljanom ali družbam druge pogodbenice neomejen prenos njihovih vlaganj in dohodkov. Prenosi bodo opravljeni takoj v konvertibilni valuti, v kateri je bil kapital prvotno vložen, ali v kaki drugi konvertibilni valuti, za katero se dogovorita vlagatelj in ustrezna pogodbenica. Če se vlagatelj ne dogovori drugače, bodo prenosi opravljeni po menjalnem tečaju, ki velja na dan prenosa v skladu z veljavnimi deviznimi predpisi.

## 7. člen

### Izjeme

Določb tega sporazuma v zvezi z zagotovitvijo obravnave, ki ne bo manj ugodna od tiste, ki je zagotovljena državljanom ali družbam posamezne pogodbenice ali kake tretje države, ni mogoče razlagati tako, da obvezujejo eno pogodbenico, da dodeli državljanom ali družbam druge pogodbenice ugodnost kakršnekoli obravnave, prednosti ali privilegija na podlagi:

- (a) kake obstoječe ali prihodnje carinske unije ali podobnega mednarodnega sporazuma, katerega pogodbenica je ali bi lahko katerakoli od pogodbenic postala,
- (b) ali kakega mednarodnega sporazuma ali dogovora, ki se nanaša v celoti ali predvsem na obdavčitev, ali kake notranje zakonodaje, ki se nanaša v celoti ali predvsem na obdavčitev.

## 8. člen

### Reševanje sporov med vlagateljem in državo gostiteljico

- (1) Spore med državljanom ali družbo ene pogodbenice in drugo pogodbenico glede kake obveznosti slednje po tem sporazumu v zvezi s kakim vlaganjem tega državljana ali družbe, ki niso rešeni sporazumno, je treba po trimesečnem roku od pisnega obvestila o zahtevku posredovati v mednarodno arbitražo, če tako želi prizadeti državljan ali družba.

- (2) Če je spor posredovan v mednarodno arbitražo, se lahko vanj vpleteni državljani ali družba in pogodbenica dogovorita, da posredujeta spor:
- (a) Mednarodnemu centru za reševanje sporov v zvezi z vlaganji (ob ustreznem upoštevanju določb Konvencije o reševanju sporov v zvezi z vlaganji med državami in državljani drugih držav, odprto za podpisovanje v Washingtonu D.C. 18. marca 1965, in Dodatnega dogovora o urejanju postopkov sprave, arbitraže in ugotavljanja dejstev);
  - (b) ali Arbitražnemu sodišču Mednarodne trgovinske zbornice;
  - (c) ali mednarodnemu razsodniku ali arbitražnemu sodišču, imenovanemu na podlagi posebnega dogovora ali ustanovljenemu posebej za to priložnost na podlagi pravilnika o arbitraži Komisije Združenih narodov za mednarodno trgovinsko pravo.

Če po roku treh mesecev od pisnega obvestila o zahtevku ni doseženo soglasje glede enega od prej omenjenih alternativnih postopkov, je treba spor posredovati na pisno zahtevo vpletenega državljan ali družbe v arbitražo po tedaj veljavnem pravilniku o arbitraži Komisije Združenih narodov za mednarodno trgovinsko pravo. V spor vpleteni stranki se lahko v pisni obliki dogovorita za spremembo tega pravilnika.

#### 9. člen

##### Spori med pogodbenicama

- (1) Spori med pogodbenicama v zvezi z razlago ali uporabo tega sporazuma naj se po možnosti rešujejo po diplomatski poti.
- (2) Spor med pogodbenicama, ki ga na ta način ni mogoče rešiti, bo na zahtevo katerekoli pogodbenice predložen arbitražnemu razsodišču.
- (3) Tako arbitražno razsodišče se ustanovi za vsak posamezen primer na naslednji način. V dveh mesecih po prejemu zahtevka za arbitražo imenuje vsaka pogodbenica enega člana razsodišča. Ta dva člana potem izbereta državljana kake tretje države, ki je imenovan za predsednika razsodišča, ko ga potrdita obe pogodbenici. Predsednika je treba imenovati v dveh mesecih od datuma imenovanja drugih dveh članov.

- 4) Če v rokih iz odstavka (3) tega člena potrebna imenovanja niso opravljena, lahko v odsotnosti kakega drugega dogovora katerakoli pogodbenica zaprosi predsednika Meddržavnega sodišča, da opravi potrebna imenovanja. Če je predsednik državlján katere od pogodbénic ali zaradi kakih drugih razlogov ne more opravljati omenjene funkcije, je treba zaprositi podpredsednika, da opravi potrebna imenovanja. Če je podpredsednik državlján katere od pogodbénic ali če tudi on ne more opravljati omenjene funkcije, je treba zaprositi naslednjega po službenem stažu člana Meddržavnega sodišča, ki ni državlján nobene od pogodbénic, da opravi potrebna imenovanja.
- 5) Arbitražno razsodišče odloča z večino glasov. Njegove odločitve so obvezujoče za obe pogodbenici. Vsaka pogodbenica nosi stroške za svojega člana razsodišča in svoje zastopstvo v arbitražnem postopku. Enakomerno porazdeljene stroške za predsednika in druge stroške nosita pogodbenici. Vendar lahko razsodišče v svoji odločbi določi, da mora večji del stroškov nositi ena od pogodbénic, taka razsodba pa je obvezujoča za obe pogodbenici. Razsodišče določi svoj postopek.

#### 10. člen

##### Subrogacija

- 1) Če ena pogodbenica ali njena agencija, ki jo določi, ("prva pogodbenica") opravi kako plačilo na podlagi določene garancije, dane v zvezi s kakim vlaganjem na ozemlju druge pogodbenice ("druga pogodbenica"), bo druga pogodbenica priznala:
  - (a) prenos vseh pravic in zahtevkov oškodovane stranke po zakonu ali na podlagi pravnega postopka na prvo pogodbenico;
  - (b) in da ima prva pogodbenica pravico uveljavljati te pravice in zahtevke na podlagi subrogacije v enakem obsegu kot oškodovana stranka.
- (2) Prva pogodbenica bo v vseh okoliščinah upravičena do enake obravnave glede:
  - (a) pravic in zahtevkov, ki jih pridobi na podlagi prenosa,
  - (b) in vsakršnih plačil, prejetih na podlagi teh pravic in zahtevkov, kot je po tem sporazumu pripadala oškodovani stranki v zvezi s pripadajočim vlaganjem in z njim povezanimi dohodki.

- (3) Plačila, ki jih prejme v nekonvertibilni valuti prva pogodbenica iz naslova pridobljenih pravic in zahtevkov, morajo biti prvi pogodbenici prosto dosegljiva za pokrivanje vsakršnih morebitnih stroškov, ki bi jih utrpela na ozemlju druge pogodbenice.

#### 11. člen

##### Uporaba drugih pravil

Če bi zakonske določbe katerekoli pogodbenice ali sedanje ali morebitne prihodnje medsebojne obveznosti pogodbenic po mednarodnem pravu poleg tega sporazuma vsebovale splošna ali posebna pravila, ki bi vlaganjem državljanov ali družb iz druge države pogodbenice zagotavljala ugodnejšo obravnavo, kot jo predvideva ta sporazum, bodo taka pravila v obsegu, v katerem so ugodnejša, prevladala nad tem sporazumom.

#### 12. člen

##### Obseg uporabe sporazuma

Ta sporazum se uporablja za vlaganja na ozemlju ene pogodbenice, ki so jih opravili v skladu z njenimi zakoni in predpisi državljanji ali družbe druge pogodbenice, bodisi za obstoječe ali take, ki so bile opravljene po začetku veljavnosti tega sporazuma. Sporazum pa se ne uporablja za spore, nastale pred začetkom njegove veljavnosti.

#### 13. člen

##### Ozemeljska razširitev

Ob ratifikaciji tega sporazuma ali kadarkoli kasneje je mogoče določbe tega sporazuma razširiti na tista ozemlja, katerih mednarodni odnosi so v pristojnosti vlade Združenega kraljestva in za katera bi se pogodbenici dogovorili z izmenjavo not.



#### 14. člen

##### Začetek veljavnosti

Ta sporazum bo ratificiran in bo začel veljati ob izmenjavi ratifikacijskih listin.

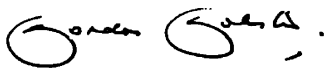
#### 15. člen

##### Trajanje in prenehanje veljavnosti

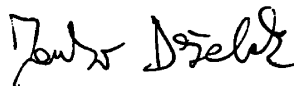
Ta sporazum velja deset let. Potem bo veljal še naprej do preteka dvanajstih mesecev od datuma, ko katerakoli pogodbenica pisno obvesti drugo o njegovi prekinitvi. V zvezi z vlaganji, opravljenimi v času veljavnosti tega sporazuma, pa bodo njegove določbe za taka vlaganja veljala dvajset let po datumu njegove prekinitve, vendar ne v škodo uporabe po tem razdobju pravil splošnega mednarodnega prava.

V potrditev navedenega sta sporazum podpisala po svojih vladah ustrezno pooblaščenca podpisnika.

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