AGREEMENT between the Government of Ukraine and the Government of the Socialist Republic of Vietnam on the promotion and protection of investments

The Government of Ukraine and the Government of the Socialist Republic of Vietnam, hereinafter referred to as the Contracting Parties

Based on the desire to expand and deepen economic cooperation on a long term basis, in particular, to create favorable conditions for investment by investors of one Contracting Party in the territory of the other Contracting Party;

Conscious of the need to promote and protect investments undertaken by investors of both Contracting Parties, the economic prosperity of both countries,

Agreed on the following terms:

Article 1.

Definition

In this Agreement:

1. The term "investment" means all kinds of financial, materiel and other property and intellectual values, invested by investors of one Contracting Party in the various facilities of the territory of the other Contracting Party under its applicable law for profit or achieving social effect, in particular, but not exclusively:

a) movable and immovable property and any property rights such as the right to use property as collateral, detention for debt;

b) shares, deposits, bonds and debentures of companies or organizations, and these organizations share of property and businesses;

c) claims to money and law, claims for performance of contractual obligations that have economic value;

d) intellectual property rights, industrial design, including copyright, a patent, the right to a trademark, service mark, name of financial, inventions, technology and "know-how";

e) concessions that allowed the legislation of each Contracting Party or bilateral agreements between Ukraine and the Socialist Republic of Vietnam, including exploration, development, production and exploitation of natural resources.

2. The term "investment" means:

a) investments in Ukraine, carried out in accordance with the current legislation of Ukraine;

b) investments in the territory of the Socialist Republic of Vietnam, approved by the Government of the Socialist Republic of Vietnam or the authorized body in accordance with the current legislation of the Socialist Republic of Vietnam.

Any change in the form of investment does not affect its classification as an "investment".

3. The term "income" means:

Monies and other property values received from the investment and includes in particular, though not exclusively, profits, interest, license and commission.

4. The term "investor" means:

Any natural person who is a national of a Contracting Party and any legal person created under the law of a Contracting Party.

5. The term "territory" means:

National territory of each Contracting Party, including the seabed, subsoil and water area outside the territorial waters over which under international law and national legislation Party exercises its rights and jurisdiction.

Article 2. Promotion and Protection of Investments

1. Each Party shall in accordance with applicable in its territory legislation encourages and creates favorable conditions for investors of the other Contracting Party to investments in its territory and gives them the right to dispose of these investments.

2. Investments of investors of either Contracting Party shall be guaranteed fair status, and they are safe and protected in the territory of the other Contracting Party.

Article 3. Most Favored Nation Regime

1. Investments that are made by investors of either Contracting Party in the territory of the other Contracting Party shall be accorded treatment no less favorable than for investments by investors of any third country.

2. Investors of one Contracting Party who put their investments in the territory of the other Contracting Party suffer losses owing to war or other armed conflict, revolution, a state of emergency, rebellion, revolution, riot and the territory of the Contracting Party or other similar actions should be provided that Contracting Party provided for damages, and these conditions must be no less favorable than those provided by this Party to investors of any third country.

3. The conditions stipulated in p. 1 of this article shall not apply to privileges granted by one Contracting Party to investors of third countries and derive:

The agreements concluded or being concluded in the future of economic zones, economic or customs unions, free trade and other forms of regional cooperation;

With agreement on avoidance of double taxation or other international agreement, completely or partially related to taxation, as well as within the current legislation on the taxation powers of each of the Contracting Parties.

Article 4. Compensation In Connection with Enforcement Measures

1. Neither Contracting Party in its territory adopt, in respect of investments carried out in the territory investors of the other Contracting Party coercive measures such as nationalization, expropriation, or similar in its effects, except when required by public interests. This follows the procedure established by the current legislation in this area, and paid proper compensation.

2. These measures should not be discriminatory.

3. Compensation is calculated based on the actual value of the investment immediately at the moment of the decision or disclosing the decision to take the measures referred to in p. 1 of this article, and will be determined in accordance with the principles of objective assessment, adopted in international practice. Compensation is paid in the currency in which the investment was made or in any other currency acceptable to the investor under the laws of the host Contracting Party. Since the beginning of the right to compensation and the date of payment of the amount of compensation is calculated according to a percentage of average interest rate at which London banks lend to first-class banks in the European currencies / LIBOR /.

Article 5. Transfer Payments Revenue and Moving Personal Property In Connection with Investments

1. Each of the Contracting Parties in accordance with their laws, regulations and administrative practices ensures seamless transfer of hard currency payments and revenues in connection with an investment on terms no less favorable than investors of any third country, including, but not exclusively:

a) net income, dividends, fees for technical assistance and services, interest income and other cash revenues obtained as a result of the investment;

b) funds belonging to investors as a result of total or partial liquidation of investments;

c) cash paid for repayment of loans recognized as investments;

d) wages and other income investor's country to work in the host country in connection with an investment;

e) moving personal property in connection with the investment.

2. exchange rate to cover payments referred to in paragraph 1 of this Article shall be adopted exchange rate set in accordance with the legislation of each Contracting Party on the date of exchange.

Article 6. Disputes between a Contracting Party and an Investor

1. In the event of disputes between one Contracting Party and an investor of any other Contracting Party on:

a) obligation as a Contracting Party in respect to the investor of the other Contracting Party concerning an investment of the investor;

b) breach of any of the rights specified in this Agreement or those arising out of it in investments of investors,

Possible disputes are resolved through mutual consultations and negotiations.

2. If within six months from the date of presentation of the written request disputed by the parties is not reached mutual agreement, the dispute at the request of one party may be referred for the decision:

a) the courts of the Contracting Parties in accordance with their competencies, where investments are made;

b) International Centre for Settlement of Investment Disputes ("the Centre"), taking into account the provisions of that match concluded in Washington on 18 March 1965 of the Convention on the Settlement of Disputes between States and Nationals of other States in investments if the state of the Contracting Parties are parties to this Convention;

c) International Court of Arbitration "ad hoc" according to the current Arbitration Rules of the United Nations Commission on International Trade Law.

3. Notwithstanding the provisions of paragraph 2 of this Article relating to the transmission dispute to arbitration, the investor has the right to choose the conciliation procedure.

Article 7. Disputes between the Contracting Parties

1. Any disputes which may arise between the Contracting Parties concerning the interpretation or application of this Agreement shall be resolved as far as possible by negotiations through diplomatic channels.

2. In case of failure to resolve the dispute between the Parties within 6 months from the date written notice at the request of either Contracting Party to pass it to address in arbitration.

3. Such an arbitral tribunal is formed separately for each case in that order. Within two months after receiving the request for arbitration, each Contracting Party shall appoint one arbitrator. The two arbitrators then choose a national of a third state which maintains diplomatic relations with both Contracting Parties, which by agreement of the Contracting Parties shall be appointed Chairman of the arbitral tribunal. The Chairman shall be appointed within two months from the date of appointment of the other two members of the tribunal.

4. If in paragraph 3 of this Article the necessary appointments terms will not be committed, any Contracting Party may, in the absence of any other agreement, request the President of the International Court to make the necessary appointments. If the President is a citizen of either Contracting Party or if he can not for any reason perform the said function, then make the appointments shall be offered the Vice-President of the International Court. If the Vice-President is a national of either Contracting Party or if he also can not perform the said function, then make the appointments shall be offered following it according to the seniority of a member of the International Court, which is not a national of any of the Contracting Parties and may not obstacles to perform the function.

5. The arbitral tribunal determines the issue of rules of procedure and decides by majority vote. The decision of the arbitral tribunal is binding both Contracting Parties. Contracting Parties shall bear the costs of the arbitrators and the head in equal shares. However, the tribunal may determine in its judgment that the Contracting Parties will bear a larger share of spending, and that decision is binding on both Parties.

Article 8. Subrogation

If a Contracting Party or its competent authority on the basis of guarantees issued in relation to the investment either its investor pays compensation to this investor, then the Contracting Party or its competent authority gets into subrogated respective rights of the former investor based on this Agreement.

Article 9. Application Agreement

1. This Agreement applies to investments undertaken by investors of one Contracting Party in the territory of another Contracting Party after the entry into force of this Agreement.

2. The agreement also applies to investments undertaken in each of the Contracting Parties to the entry into force of this Agreement, provided that such investments have been made in accordance with the laws of Ukraine and the law on foreign investments Socialist Republic of Vietnam.

3. This Agreement may be specified and supplemented in accordance with the agreement of the Contracting Parties.

Article 10. Application of Treaties

1. If both Contracting Parties are also parties to any other international agreement, under which investments and revenues due to the investment activity investors of the other Contracting Party provided more favorable conditions than those provided for in this Agreement it will apply more favorable conditions.

2. Each Contracting Party shall observe any contractual obligations it has undertaken towards the investors of the other Contracting Party.

Article 11. Entry Into Force, Duration and Termination

1. This Agreement shall enter into force thirty days after the Contracting Parties have notified each other through diplomatic channels about the implementation of relevant procedures necessary for the entry into force of this Agreement.

2. This Agreement is concluded for a 10-year term and will have power after her term is over, unless it is terminated pursuant to the procedure set out in paragraph 3 of this Article.

3. For the termination of this Agreement, any Contracting Party not later than one (1) year prior to the end of the first 10-year period or at any time after the expiry of this period submits a written notice to the other Contracting Party of denunciation of the Agreement.

4. With respect to investments that were made to the termination of this Agreement, the effect of Articles 1 - 10 Agreement is extended for 10 (ten) years after termination.

Signed in the city. Kyiv June 8, 1994 in duplicate, each in Ukrainian, Vietnamese and Russian languages, both texts being equally authentic. In case of different interpretation of texts Contracting Parties shall be guided by the text in Russian language to be added.

For the Government

Ukraine

For the Government of the Socialist

Republic of Vietnam

(signature)

(signature)