

# **Agreement between the Czech Republic and the Republic of Tajikistan on the promotion and mutual protection of investments**

The Czech Republic and the Republic of Tajikistan (hereinafter referred to as the "Contracting Parties")

Wanting to improve economic cooperation in the mutual benefit of both countries,

Referring to create and maintain favorable conditions for investments of investors of one country in another country,

Considering that the promotion and reciprocal protection of investment distribution in accordance with this Agreement stimulates business initiative in this field,

Have agreed as follows;

## **Article 1. Definition**

For the purposes of this Agreement:

1. The term "investment" means every kind of asset that are invested in accordance with the economic activity, an investor of one Contracting Party in the territory of the other Contracting Party in accordance with its legislation, and concludes in particular, but not exclusively:

- a) movable and immovable property and all relevant substantive rights, such as mortgages, mortgages, right of pledge and similar rights,
- b) shares, bonds, company contributions and any other forms of participation in the property of legal entities,
- c) the right to monetary debt claims or rights requirements for such activity, which has an economic value corresponding to the investment,
- d) the rights of intellectual property, including copyrights, trademarks, patented inventions, industrial designs, manufacturing processes, "know-how", trade secrets, trade names and "goodwill", which are associated with an investment,
- e) the rights granted by law or agreement and dis sponding. license or permit in accordance with the law, including the law relating to concessions for the exploration, development, production, cultivation or exploitation of natural resources.

Any change in the form in which the value of invested does not affect their position.

2. The term "investor" means any legal or natural person who invests in the territory of the other Contracting Party.

- a) The term "natural person" means any individual possessing the nationality of one Contracting Party in accordance with its legislation.
- b) The term "legal person" means, in relation to both Contracting Parties to any corporation, society, association, partnership or other organization organized in accordance with the laws and regulations of each Party, regardless of ownership, registered and having a permanent address in the territory of one of the Contracting Parties.

3. The term "returns" means the amounts received as a result of investment and includes in particular: profits, interest, capital increase, shares and dividends, royalties or fees.

## **Article 2. The Promotion and Protection of Investments**

1. Each Contracting Party shall promote and create favorable conditions for investors of the other Contracting Party to invest in its territory.

2. Investments of investors of one Contracting Party is in the territory of the other Contracting Party to ensure favorable and equitable treatment, full protection and security.

### **Article 3. The National Treatment Clause and Maximum Benefits**

1. Each Contracting Party shall ensure in its territory investments and returns of investors of the other Contracting Party fair and equitable treatment, not less favorable than it accords to investments or income of its own investors or to investments or income of any third country, because it is more desirable.

2. Each Contracting Party shall provide in its territory investors of the other Contracting Party as regards management, maintenance and use or disposal of their investments, fair and equitable treatment, not less favorable than it accords to its own investors or investors of any third State because it is more comfortable.

3. Paragraph 1a of Regulation 2 of this article should not be interpreted to mean that they oblige one Contracting Party to grant investors of the other Contracting Party a treatment, facilities or advantages which either Contracting Party may provide, in accordance with:

a) customs union or free trade area or a monetary union or similar international agreement that lead to these unions, or other forms of regional co-operation, of which the Contracting Party is or may be, or

b) an international agreement or treaty relating wholly or mainly to taxation

### **Article 4. Damages**

1. If the investment of either Contracting Party suffer damage as a result of war, armed conflict, a state of emergency, riots, insurrection, riot or other similar cases in the territory of the other Contracting Party and the Contracting Party will provide treatment regards restitution, damages, settlements or other payments, it will be no less favorable than it accords to its own investors or investors of any third country.

2. Without regard to paragraph 1 of this Article, investors of one Contracting Party, that the events listed in the preceding paragraph have suffered damage in the territory of the other Contracting Party, which represents:

a) confiscation of their property by armed forces or by the authorities of another Contracting Party,

b) destruction of their property by the armed forces or by the authorities of the other Contracting Party which was not caused by military action or was not caused by the necessity of the situation,

It will be granted a fair and appropriate compensation for damage caused during capture or due to destruction of property.

The final payment will be immediately converted into a freely convertible currency.

### **Article 5. The Expropriation (nationalization)**

1. Investments of investors of one or the other Contracting Party will not be on the territory of the other Contracting Party nationalized, expropriated or subjected to measures of equal consequences to the nationalization (referred to as "the nationalization"), except in cases where such measures are taken in the public interest. Nationalisation will be conducted according to the law, on a non-discriminatory basis, and will be accompanied by payment of prompt, adequate and effective compensation. Compensation should correspond to the real value of the nationalized investment immediately before the nationalization or when officially became aware of its actual implementation, compensation will be paid without the necessary delay in a freely convertible currency and be freely transferable in the amount of the compensation will accrue from the date of nationalization.

2. the affected investor has the right to ask for an immediate check of the case and assess their investment by a judicial or other independent authority of the Contracting Parties in accordance with the principles that contains the article.

3. The decision of paragraph 1 of this article also applies to cases where the Contracting Party shall nationalize assets of a legal entity, which has been registered or established in accordance with applicable law and order in any part of its own territory, and has a permanent address in one of the Contracting Parties and in which investors They have their share.

### **Article 6. Transfer of Payments**

1. The Contracting Parties shall ensure the transfer of payments associated to investment or income. Transfers will be made

in freely convertible currency freely and without unreasonable delay. Such transfers are the features, but not limited to:

A / capital and additional amounts to maintain or increase investment,

B / profits, interest, dividends and other current income,

C/ amount in repayment of loans,

d / royalties and other fees,

E / profit from the sale or liquidation of the investment,

F / personal income distribution in accordance with legislation of the Contracting Party in which the investment is made.

2. For the purposes of this Agreement, official exchange rates for current transactions applicable on the date of the transfer will be used, unless otherwise agreed upon by the Contracting Parties.

## **Article 7. Transfer of Rights**

1. If one Contracting Party or its authorized agency will pay for their own reasons, the investor of the guarantees it has issued in relation to investments in the territory of the other Contracting Party, the other Contracting Party shall recognize:

A/ the transfer of any rights of the investor claims to the Contracting Party or its authorized agency, although there was a concession by law or on the basis of the legal action in this country, and also in the case,

B / a Contracting Party or agency is based on the assignment of rights to use the competent law and impose requirements of the investor and assume the obligations which apply to investment.

2. Transferred rights or claims will not exceed the original rights or claims of the investor.

## **Article 8. Resolving Disputes on Investments between a Contracting Party and an Investor of the other Contracting Party**

1. Any dispute which may arise between an investor of one Contracting Party and the other Contracting Party in connection with investments in the territory of the other Contracting Party will be subject to negotiations between the countries that are in dispute.

2. If so dispute between an investor of one Contracting Party and the other Contracting Party shall be allowed a period of six months, the investor has the right to transfer it to either:

A / the International Centre for the settlement of disputes related to investments (ICSID) with paying attention to the applicable legal provisions of the Treaty on resolving disputes associated to investments between States and nationals of other States that are open for signature in Washington, DC, DS March 18, 1965 in the case that each of the Contracting Parties is a party to this Agreement, or

B / ad hoc arbitrator or international arbitration court in accordance with the Arbitration Rules of the International Trade Law of the United Nations Commission (UNCITRAL).

The parties that are in dispute may agree in writing to change these rules. The arbitration ruling is final and binding upon both parties are in dispute.

## **Article 9. Settlement of Disputes between the Contracting Parties**

1. Disputes between the Contracting Parties concerning the interpretation or application of this Agreement shall be settled through consultations or negotiations.

2. If so the dispute can not be settled within six months, at the request of one of the Contracting Parties, it shall be referred to the arbitral tribunal.

3. The arbitral tribunal shall be constituted for each individual case. Each Contracting Party shall appoint one member of the tribunal within two months from the date of receipt of the request to submit the dispute to an arbitral tribunal. These two arbitrators will select a third-party, which will be with the consent of both Contracting Parties appointed chairman of the court of St. Only later chairman). The Chairman will be appointed within three months of the appointment of two arbitrators.

4. If the periods specified in paragraph 3 of this Article are not followed, one can turn to the Chairman of the International Court of Justice with a request to make the necessary appointment. If the chairman - a citizen of any of the Contracting Parties, or can not be made the appointment for another reason, the Parties shall appoint a vice-chairman. In the case where the deputy chairman is also a citizen of either Contracting Party, or may not be assigned, it could be asked to make the necessary appointments to the oldest member of the Court of Justice, which is not a national of any Contracting Party.

5. The arbitral tribunal shall render its decision by majority vote. This decision is binding. Each Contracting Party shall bear the expenses related to its deyatelnospo appointed member of the tribunal and of its participation in the arbitration proceedings, the costs of the court Chairman and other expenses The Contracting Parties shall bear in equal shares. For all other matters the arbitral tribunal shall determine its own procedure.

## **Article 10. The Use of other Regulations and Specific Obligations**

1. In the case of a decision on any matter under this Agreement and other international agreements to which both Contracting Parties, this Agreement does not preclude the use of more favorable provisions.

2. If the appeal submitted by one Contracting Party to investors of the other Contracting Party in accordance with its legal order, or other special contractual regulations more favorable than the treatment that provides this Agreement will be used by more favorable treatment.

## **Article 11. Application of this Agreement**

This Agreement shall apply to all investments made by investors of one Contracting Party in the territory of the other Contracting Party after its entry into force, including those that were previously committed.

## **Article 12. Entry Into Force, Action and Ending**

1. Each Contracting Party shall notify the other Contracting Party to the implementation of the constitutional regulations for the entry into force of this Agreement, the Agreement shall enter into force on the date of the second notification.

2. This Agreement is concluded for a period of ten years. It shall be automatically extended unless either Contracting Party notifies in writing the other Contracting Party one year before the expiry of the initial period or of any subsequent period of its intention to terminate this Soglasheniya-

3. In respect of investments made prior to the date of termination of this Agreement, the provisions of this Agreement shall remain in force for a further 10 years after it expires.

To prove this, the undersigned, being duly authorized, have signed this Agreement.

Done in Prague on February 11, 1994, in duplicate, each in the Czech, tadzhitskom and Russian languages, all three texts being equally authentic. In case of different interpretation of the text of this Agreement, the basis of the text in Russian will be accepted.

For the Czech Republic

For the Republic of Tajikistan