

# **Agreement between the Government of the Republic of Belarus and the Government of the Republic of Armenia on Promoting the Implementation and Mutual Protection of Investments**

Government of the Republic of Belarus and the Government of the Republic

Armenia, hereinafter referred to as the Contracting Parties,

Wishing to deepen economic cooperation for mutual benefit both states,

Striving to create favorable conditions for investment, carried out by investors of one Contracting State Parties in the territory of the state of the other Contracting Party,

Recognizing that facilitation of implementation and mutual protection investment in accordance with this Agreement will contribute to the the development of business initiative in both states,

Have agreed on the following:

## **Article 1. Definitions**

In this Agreement, the following terms are the following meaning:

1) "Investments" all types of property invested or investor reinvested by one Contracting State Parties in the territory of the State of the other Contracting Party in According to the legislation, for the purpose of economic activities, and includes, in particular, but not exclusively:

a) Movable and immovable property and other property rights, such as mortgages, liens, bail rights and similar rights ~

b) Shares, shares, bonds, shares and other forms of participation in companies;

c) The right of claim in respect of money or money fulfillment of obligations under a contract of economic value;

d) The right to intellectual and industrial property (such, as copyrights, patents for inventions, utility models, Industrial designs, trademarks or service marks, brand names, indications of origin), "know-how" and "goodwill" as well as other similar rights recognized by the laws of the states both Contracting Parties;

e) Concessions granted in accordance with legislation the country of the Contracting Party in whose territory the Investments are made, including rights to explore, develop, produce and exploitation of natural resources.

No legal changes in the form in which the investment or reinvestment of property, will not affect their character as an investment, provided that such changes do not contradict the legislation of the state Of the Contracting Party.

2) "income" - the amount received through any investment and, in particular, but not exclusively includes profits, dividends, interest, income from the increase in the value of property, royalty payments and other income from investments.

3) "Investors" for the state of each Contracting Party:

a) Individuals who, in accordance with legislation the States of one of the Contracting Parties are its citizens and investments in the territory of the state of another The Contracting Party;

b) Legal entities, established or established pursuant to legislation of a state of one of the their location on the territory of that state and Investment in the territory of the state of the other Contracting Party.

4) "Territory" - the territory of the respective state, which includes land, inland water and mineral resources, over which the state of this The Contracting Party shall, in accordance with the international the right of sovereign rights or in whose

jurisdiction it is located.

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

1) Each Contracting Party shall establish favorable conditions on the territory of its State for investors of the State of the other Contracting Party to make their investments and shall allow these investments in accordance with the legislation of its State.

2) Investments of investors of the states of each of the Contracting Parties will be invariably granted a fair and equitable treatment, as well as legal protection in the territory of the state of the other Contracting Party in accordance with this Agreement.

Each of the Contracting Parties undertakes:

not to interfere with the adoption of unreasonable or discriminatory management measures, supported, used, owned or disposed of by investors in the territory of its state by investors of the state of the other Contracting Party;

to comply with any undertaking taken in relation to the investments of investors of the state of the other Contracting Party.

## **Article 3. National Treatment and Most Favoured Nation Regime**

1) 1. Each of the Contracting Parties shall provide in the territory of its State:

a) In respect of investments and investors' incomes, the states of the other Contracting Party shall enjoy a treatment no less favorable than that which it accords with respect to investments and income of investors of its state or investments and income of investors of any third state ;

b) Investors of the state of the other Contracting Party in relation to the management, use, possession or disposition of their investments, a regime no less favorable than that which it provides to its own investors or investors of any third state.

2) The provisions of this Article shall not be interpreted in such a way as to oblige one Contracting Party to extend to the investors of the States of the other Contracting Party the advantages of the mode of operation, benefits and privileges arising from:

a) The existing or possible future free trade agreement, the customs union , common market or other similar international agreement, including other forms of regional economic cooperation, the participation of which any of the states of the Contracting Parties is or may be in the future;

b) an international agreement, wholly or mainly relating to taxation.

## **Article 4. Expropriation**

Investments by investors of states by you from the Contracting Parties in the territory of the state of the other Contracting Party can not be requisitioned, expropriated, nationalized or subjected to other actions equivalent in consequences and leading to the deprivation of the foreign investor of his ownership right or control or a significant advantage of his investments (hereinafter - alienation ), except for cases when such actions are taken in the state or public interest ~ in accordance with the law on a non-discriminatory basis and with adequate compensation.

Such compensation constitutes the market value of the alienated investment at the time immediately preceding the exercise of the alienation or its public announcement, whichever is the earlier. The market value is determined in accordance with generally accepted international practice and includes the interest calculated on the LSROR basis for the period from the moment of alienation to the payment date in relation to the currency in which the investment was made. Compensation will be paid in accordance with the laws of the States of the Contracting Parties without undue delay in the currency in which the initial investment was made and freely transferable from the territory of the State of one Contracting Party to the territory of the State of the other Contracting Party.

Investors who have suffered losses are entitled in accordance with the laws of the state of the Contracting Party conducting the alienation and in accordance with the principles set forth in this article to the expeditious consideration of the case and the analysis of the assessment of the relevant investments by the judicial authority of the state of that Contracting Party.

## **Article 5. Compensation for Losses**

Investors of the State of one Contracting Party whose investments in the territory of the State of the other Contracting Party have suffered losses as a result of war or other armed conflict, revolution, state of emergency, insurrection, civil unrest or other similar circumstances occurring in the territory of the State of the latter Contracting Party, The Contracting Party will be granted a treatment no less favorable than that which it provides to investors with oego State or investors of any third state in regard to the recovery of damages, compensation or other settlement. Payments due in this connection can be transferred without restrictions.

The High Contracting Parties shall also promote cooperation on issues of mutual interests in the areas of customs, controlling the export and import of materials and technologies for military and dual-purpose.

## **Article 6. Free Transfer of Funds**

1) Each of the Contracting Parties shall guarantee investors of the State of the other Contracting Party, after fulfilling their respective financial obligations, the unimpeded transfer of funds in connection with investments and, in particular, but not exclusively:

- (a) income, as defined in paragraph 2 of Article 1 of this Agreement;
- b) Funds for repayment of loans recognized by both Contracting Parties as investments;
- c) Funds intended to cover expenses related to the management of the investment;
- d) The main and additional contributions necessary to maintain or expand investments;
- e) proceeds from the sale or partial or the elimination of investments, including a possible increase in the value of the property;
- f) Compensation provided for in Articles 4 and 5 of this Agreement;
- g) amounts paid as a result of the settlement of disputes.

2) The transfer of funds provided for in this Article shall be effected without delay in a freely convertible currency in accordance with the rules of currency regulation of the country of the Contracting Party in whose territory investments were made, unless otherwise agreed between the investor concerned and the Contracting Party.

3) The exchange of currency for the implementation of payments provided for in this Article shall be effected at the market exchange rate effective at the date of transfer in accordance with the regulations governing the regulation of the state of the Contracting Party concerned.

## **Article 7. Subrogation**

A Contracting Party or an organization authorized by it that will make payment to the investor on the basis of the guarantee provided by it against non-commercial risks in connection with its investments in the territory of the state of the other Contracting Party shall have the right, by virtue of the subrogation principle, to enjoy the rights of the investor in the same volume as the investor itself. Such rights will be exercised in accordance with the laws of the State of the latter Contracting Party.

## **Article 8. Settlement of Disputes between Contracting Parties**

1. Disputes between the Contracting Parties concerning the interpretation or application of the provisions of this Agreement shall, if possible, be settled through negotiations through diplomatic channels.

2. If the Contracting Parties can not resolve any dispute in the above manner within six months of the commencement of the negotiations, this dispute may be referred to the arbitral tribunal upon application by you from the Contracting Party in accordance with the provisions of this article.

3. The arbitral tribunal shall be established for each particular case as follows. Each of the Contracting Parties will designate one member of the court, and the two members of the court will, with the mutual consent of the Contracting Parties, designate the president of the court. He must be a citizen of a third state with which both Contracting Parties maintain diplomatic relations. The members of the court must be appointed within two months, and the chairman - within three months from the date of notification to you from the Contracting Parties about her intention to refer the dispute to the arbitration court.

4. If the necessary appointments are not made within the timeframe specified in paragraph 3 of this article, unless otherwise agreed, the delegation from the Contracting Parties may request the President of the International Court of Justice to make the necessary appointments. If the President of the International Court of Justice is a national of a State of one of the Contracting Parties or for other reasons can not perform the specified function, the Vice-President of the International Court of Justice will be invited to make the necessary appointments. If the Vice-President of the International Court of Justice is also a national of a State of one of the Contracting Parties or for other reasons can not perform the specified function, the Member of the International Court, who is not a national of either Contracting Party, will be invited to make the necessary appointments.

5. The arbitral tribunal shall render its decision by a majority of votes. Such a decision will be final and binding on both Contracting Parties. Each of the Contracting Parties will bear the costs associated with the activities of its appointed member of the court and its representation in the arbitral proceedings. The expenses of the chairman of the court, as well as any other costs related to the consideration of the dispute, will be divided equally between the Contracting Parties. The court, however, has the right to make a different decision regarding expenses. On all other issues, the court itself determines the rules of its work.

## **Article 9. Settlement of Disputes between a Contracting Party and an Investor of the other Contracting Party**

1. Any dispute that may arise between one of the Contracting Parties and the investor of the State of the other Contracting Party regarding the investment of this investor will be the subject of consultations between the parties to the dispute for the purpose of its resolution in a friendly manner.

2. If this consultation does not lead to resolution of the dispute within six months from the date of filing the application for the resolution of the dispute, the investor has the right to refer the dispute for the decision of his choice to:

a) the competent court of the state of the Contracting Party in whose territory the state was investments were made;

b) The International Center for the Settlement of Investment Disputes (ICSID), in accordance with the Convention on the Settlement of Investment Disputes between States and Nationals of Other States, dated March 18, 1965, or to the Secretariat (ICSID), in accordance with the Rules of Support Procedures;

c) The "ad hoc" arbitration court, which, if the parties to the dispute do not agree otherwise, must be established and act in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL).

3. A Contracting Party that is a party to a dispute will not, during the arbitral proceedings or in the enforcement of an arbitral award, invoke, for its defense, its sovereignty or the fact that the investor of the State of the other Contracting Party, in accordance with any insurance policy or other guarantee, received full or partial compensation.

4. None of the Contracting Parties should attempt to resolve through diplomatic channels the dispute brought to international arbitration.

5. The award shall be final and binding on both parties to the dispute. Each of the Contracting Parties undertakes to enact such decision in accordance with its legislation.

## **Article 10. Application of other Rules**

In the event that the legislation of a State of one of the Contracting Parties or existing or concluded subsequently international treaties to which both Contracting Parties participate contains general or special rules according to which investments of investors of the other Contracting Party use a regime more favorable than that established by this By agreement, these rules shall prevail over this Agreement to the extent that they are more favorable.

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

This Agreement will apply to all investments made by investors of a State of one of the Contracting Parties in the territory of the State of the other Contracting Party in accordance with the relevant provisions of the law, both before and after the entry into force of this Agreement, but will not apply to any investment dispute that The case originated before the entry into force of this Agreement.

## **Article 12. Consultations**

If necessary, representatives of the Contracting Parties will consult on any matter affecting the implementation of this Agreement. These consultations will be held at the invitation of one of the Contracting Parties at the place and time agreed by diplomatic channels.

Conditions and procedures of the transit of passengers and goods through the territory of the High Contracting Parties are determined by individual international agreements in accordance with national legislation and international rules and regulations.

### **Article 13. Introduction of Changes and Amendments**

The Contracting Parties may, with mutual written consent, make changes and additions to this Agreement that will be formalized in the form of protocols that are an integral part of this Agreement. Such protocols shall enter into force in accordance with the procedure provided for in Article 14 of this Agreement.

The High Contracting Parties mutually recognize the documents on education, scientific degrees and academic titles in the manner determined by a separate international treaty.

The High Contracting Parties will carry out an extensive exchange of scientific and technical information, as well as cooperation in the field of intellectual property rights in accordance with their national legislation and international obligations.

### **Article 14. Entry Into Force, Duration and Expiration of this Agreement**

1. Each of the Contracting Parties shall notify the other Contracting Party in writing of its compliance with all relevant domestic procedures required for the entry into force of this Agreement. This Agreement shall enter into force thirty days after the date of receipt of the last of the two notifications.
2. This Agreement shall be signed for a period of ten years. At the end of this period, it will be automatically renewed for the same period unless either Contracting Party notifies in writing the other Contracting Party, at least twelve months before the expiration of the relevant time ~ of its intention to terminate this Agreement.
3. With respect to investments made prior to the date of termination of this Agreement and subject to it, the provisions of all other articles of this Agreement shall remain in force for the next ten years after the date of termination of this Agreement.

Done in Yerevan on May 26, 2001 in two originals, each in the Belarusian, Armenian and Russian languages, all texts being equally authentic. In case of discrepancy in the interpretation of the text of this Agreement, preference will be given to the text in Russian.

For the Republic of Belarus

Signature

For the Republic of Armenia

Signature