Agreement between the Government of the Republic of Belarus and the Government of the Kingdom of Saudi Arabia on the promotion and mutual protection of investments

The Republic of Belarus and the Government of the Kingdom of Saudi Arabia, hereinafter referred to as the Contracting Parties,

Desiring to deepen economic cooperation between the two countries,

Intending to create favorable conditions for investments by investors of the State of one Contracting Party in the territory of the other Contracting Party,

Recognizing that the mutual promotion and protection of such investments contribute to the development of business initiative and to increase the well-being of both countries,

Have agreed as follows:

Article 1.

In this Agreement, the following terms have the following meanings:

1. The term "investment" means every kind of asset, owned or controlled by an investor of a Contracting Party in the territory of the State of the other Contracting Party according to its legislation and in particular, but not exclusively includes:

a) movable and immovable property as well as any rights such as mortgage, rent, right of pledge, as well as collateral and other similar rights;

b) stocks, shares, bonds, commercial organizations and other forms of participation in commercial organizations, as well as securities issued by a Contracting Party or any of its investors;

c) claims in respect of funds, such as loans, or any performance obligations under the contract having economic value and associated with an investment;

d) intellectual property rights, which include, in particular, but not limited to, copyrights, patents, industrial designs, know-how, trademarks, trade secrets, trade names, goodwill;

e) any right conferred under the laws of any contract, any license, permit or concession issued in accordance with the law.

Any change in the form in which the investment or reinvestment of assets does not affect its character as an investment provided that such a change does not contradict the legislation of the State of the Contracting Party in whose territory the investments were made.

2. Income - the amount obtained by investments and, in particular, but not exclusively, include profits, dividends, payments of royalties, income from capital gains or other similar payments or fees.

3. Investor:

a) in respect of the Republic of Belarus:

I) natural persons who, in accordance with the legislation of the Republic of Belarus are the citizens of the Republic of Belarus;

II) any legal person, including commercial organizations, business associations, associations, government agencies and other organizations established under the laws of the Republic of Belarus;

b) in respect of the Kingdom of Saudi Arabia:

I) natural persons who are nationals of the Kingdom of Saudi Arabia in accordance with its legislation;

II) any entity is or is not a legal entity established in accordance with Saudi Arabian law and has its headquarters on the territory of the Kingdom of Saudi Arabia, such as a corporation, company, society, company, partnership, office, institution, foundation, organization, business associations and other similar structures, regardless of whether or not they are organizations with limited liability;

III) The Government of the Kingdom of Saudi Arabia and its financial institutions and competent authorities such as the Saudi Arabian Monetary Agency, public funds and other similar governmental institutions existing in Saudi Arabia.

4. The territory - land and sea space, bed and subsoil, which are under the sovereignty of the Contracting Parties and over which the Contracting Parties exercise sovereign rights or jurisdiction in accordance with international law.

Article 2.

1. Each Contracting Party shall in its territory promote, as far as possible investments by investors of the other Contracting Party and shall admit such investments in accordance with its legislation. This investment will always be given fair and equitable treatment.

2. Investments of investors of either Contracting Party shall always be given full protection and security in the territory of the other Contracting Party.

3. Neither Contracting Party shall not impair by unreasonable or discriminatory measures the management, ownership, disposal of investments, their maintenance or use on its territory of investors of the other Contracting Party.

Article 3.

1. Each Contracting Party shall allow the authorized investments and the income from investments of investors of the other Contracting Party treatment no less favorable than that accorded to investments and the income from investments of investors of any third state.

2. In accordance with its laws, each Contracting Party shall allow the authorized investments and the income from investments of investors of the other Contracting Party treatment no less favorable than that accorded to investments and the income from investments of its own investors.

3. With regard to management, maintenance, use, enjoyment or disposal of investments of investors and means to ensure the rights on such investments, such as transfer payments or damages, or for any other related activities of each Contracting Party shall provide in its territory to investors of the other Contracting Party treatment no less favorable than that accorded to its own investors or investors of any third state, depending on which mode is more favorable.

4. The provisions of paragraphs 1, 2 and 3 of this Article shall not apply to the privileges granted by any Contracting Party to investors of a third State by virtue of membership or participation in a customs union, economic union, common market, free trade area or similar economic education.

5. The provisions of this Article shall not apply to tax matters.

Article 4.

1. Investments of investors of either Contracting Party shall not be subject to expropriation, nationalization or any other measures the effect of which is equivalent to expropriation or nationalization (hereinafter - expropriation) by the other Contracting Party except in the public interest of that Contracting Party on a non-discriminatory basis in accordance with national legislation and ensuring timely, adequate and effective compensation.

Such compensation shall be equivalent to the value of the expropriated investment at the time immediately prior to expropriation or its disclosure, depending on what has taken place before. Compensation shall be paid without delay and shall include interest until the date of payment, be effectively realizable and transferable without restriction.

Terms of determining the compensation and its payment should be made before or at the time of expropriation. The legality of any such expropriation and the amount of compensation shall be subject to review in accordance with due process of law.

2. Investors of either Contracting Party whose investments in the territory of the other Contracting Party suffer losses owing to war or other armed conflict, revolution, state of emergency or similar situation, the latter Contracting Party shall be accorded treatment no less favorable than that which the latter Contracting Party accords to its own investors in regard to recovery of damages, compensation. Payments due will be transferred without restriction.

3. Investors of either Contracting Party in the territory of the other Contracting Party be accorded most favored nation treatment in respect of the provisions provided for in this Article.

Article 5.

In the case of payment of a Contracting Party or its authorized organization investor under the guarantee provided in respect of investments made by that investor in the territory of the other Contracting Party, the latter Contracting Party shall recognize the transfer of any rights or claims from the investor or any subsidiary or associate company of the first Contracting Party or its authorized organization.

Article 6.

Each Contracting Party shall guarantee to investors of the other Contracting Party, after fulfillment of all tax obligations free transfer of payments related to investments and the income from the investments they own in the territory of the other Contracting Party, in particular:

a) basic and additional contributions required to maintain or expand the investment;

b) income;

c) repayments of loans;

d) proceeds from the liquidation or the full or partial sale of investments;

e) the compensation provided for in Article 4 of this Agreement.

Article 7.

1. The transfer of payments provided for in Articles 4, 5 or 6 of this Agreement shall be carried out without delay at the market exchange rate on the date of the investor appeal of the respective translation.

2. This conversion rate in the absence of a market exchange rate must correspond to the cross rate obtained from those rates which would be applied by the International Monetary Fund to currency conversion involved in special drawing rights.

Article 8.

If the domestic law of either Contracting Party or obligations under international law existing at present or established between the Contracting Parties thereafter, in addition to this Agreement contain general or special rules, with investments by investors of the other Contracting Party treatment more favorable than that which is established by the present Agreement, such rules shall prevail in relation to this Agreement to the extent that they are more favorable.

Article 9.

This Agreement shall also apply to investments made by investors of either Contracting Party before its entry into force in the territory of the other Contracting Party in accordance with the latest legislation.

Article 10.

1. Disputes between the Contracting Parties concerning the interpretation or application of this Agreement shall be settled in a friendly way, through diplomatic channels.

2. If a dispute in a similar way can not be settled within six months, the dispute at the request of either Contracting Party shall be submitted to arbitration.

3. The arbitral tribunal will be established for each individual case as follows. Each Contracting Party shall appoint one member of the tribunal and these two members shall determine the third-country national, who is appointed by the Chief

Justice by both Contracting Parties. The members of the Court shall be appointed within two months and the chairman of the court - within three months from the date of notification of any of the other Contracting Party, the Contracting Parties of the intention to submit the dispute to arbitration.

4. If the necessary appointments have not been made within the periods specified in paragraph 3 of this Article, each Contracting Party shall, unless otherwise agreed by the parties, may request the work necessary appointments to the President of the International Court of Justice. If the President of the International Court of Justice is a national of either Contracting Party or is unable to carry out the above steps for other reasons, the necessary appointments shall be made Vice-President of the International Court of Justice. If the Vice-President of the International Court of Justice is a national of either Contracting Party or if he is also unable to carry out the above actions, the necessary appointments shall be made the next most senior member of the International Court of Justice who is not a national of either Contracting Party.

5. The arbitral tribunal shall take decisions by majority vote. Court decisions are final and binding. Each Contracting Party shall bear the costs of its appointed member of the tribunal and of its representatives at meetings of the Court. President of the Court Costs and other expenses will be shared equally between the Contracting Parties. The court may take a different decision regarding costs. For all other matters the court itself determines its own rules of operation.

Article 11.

1. Disputes between the Contracting Party and an investor of the other Contracting Party with respect to investments in the territory of the first Contracting Party shall be settled in a friendly way as possible.

2. If such a dispute can not be resolved in the manner specified in paragraph 1 of this Article, within six months from the date of submission of the application for settlement of the dispute, such dispute shall at the request of the investor should be referred to:

a) the competent court of the Contracting Party in whose territory the investment has been made; or

b) the International Centre for Settlement of Investment Disputes (ICSID), established by the Convention on the Settlement of Investment Disputes between States and Nationals of Other States of 18 March 1965.; or

c) the arbitral tribunal "ad hoc" according to the Arbitration Rules of the International Trade Law of the United Nations Commission (UNCITRAL); or

d) in any other arbitration, agreed by the parties to the dispute.

3. If the dispute is submitted for consideration in accordance with paragraph 2 of this Article to the competent court of the Contracting Party, the investor can not apply simultaneously to international arbitration. If the dispute is submitted to arbitration, the arbitration award is binding and not subject to appeal on grounds other than those provided for in the Convention. Each Contracting Party shall give effect to an arbitration award in accordance with its legislation.

4. A Contracting Party party to the dispute, will not be in the arbitral proceedings or execution of the decision of the arbitral tribunal to refer to defend its sovereignty, or the fact that the investor of the other Contracting Party has received compensation covering the whole or part of the losses incurred.

Article 12.

Each Contracting Party may propose the other Contracting Party consultations on any matter relating to this Agreement. Place and time of such consultation will be agreed through diplomatic channels.

Article 13.

This Agreement will be valid regardless of the Contracting Parties to the diplomatic or consular relations.

Article 14.

1. This Agreement shall enter into force thirty days from the date of the last written notification of the completion of relevant procedures necessary for the entry into force of this Agreement.

2. This Agreement shall remain in force for ten years, remain in force after the expiration of this period for an indefinite period and may be terminated by either Contracting Party by written notification through diplomatic channels for the twelve months.

3. In respect of investments made prior to the termination of this Agreement, the provisions of Articles 1 - 13 will remain in force for the next twenty years from the date of termination of this Agreement.

Done in Minsk on 20th July 2009, corresponding to 27th Rajab 1430h, in two original copies in Russian, Arabic and English languages, all texts being equally authentic. In case of divergence of interpretation of this Agreement will be given to the English text.

For the Government of the Republic of Belarus

Sergei Martynov

Minister of Foreign Affairs

For the Kingdom of Saudi Arabia

Ibrahim Abdurrahman Al Assaf

Minister of Finance