AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF BELARUS

AND

THE GOVERNMENT OF THE SYRIAN ARAB REPUBLIC

ON

THE RECIPROCAL PROMOTION AND PROTECTION OF INVESTMENTS

The Government of the Republic of Belarus and the Government of the Syrian Arab Republic, hereinafter referred to as the «Contracting Parties)),,

Desiring to intensify economic cooperation to the mutual benefit of the both States,

Intending to create and maintain favourable conditions for investments by investors of one Contracting Party in the territory of the other Contracting Party,

Recognizing that the reciprocal promotion and protection under this 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:

1. The term «investment» means any kind of property or asset, as described below, which is invested by the investors of one Contracting Party in the territory of the other Contracting Party after entering into force of this Agreement and in accordance with the relevant laws and regulations of the host Contracting Party and shall include:

(a) movable and immovable property as well as rights related thereto;

(b) shares or any kind of participation in companies in the host Contracting Party;

(c) right to claim money which is originally transferable or any performance having an economic value;

(d) patents, industrial designs or models, trade marks, trade names and know-how and other industrial and intellectual property rights.

Any change in the form in which assets are invested does not affect their character as investments.

2. The term «investor» refers with regard to either Contracting Party to:

(a) natural persons who, according to the laws of that Contracting Paiiy are considered to be its nationals,

(b) legal entities which are established under the laws of that Contracting Party and

Have their seat together with their real economic activities in the territory of that Contracting Party,

Who invests in the territory of the other Contracting Party.

3. In respect of the Syrian Arab Republic:

(a) The term «Admission Certificate)) / «Approval Certificate)) refers to a specific document delivered by the competent authorities of the Syrian Arab Republic to investors of the Republic of Belarus indicating that their investments have been approved under the laws and regulations of the Syrian Arab Republic. The Admission Certificate/the Approval Certificate may specify certain conditions under which the investment has been admitted.

(b) The competent authority in the Syrian Arab Republic for issuance of the Admission Certificate/the Approval Certificate is:

The Investment Office,

Baghdad st,

Damascus,

Syria.

(c) The term «Admitted Investment)) refers to an investment for which the Admission Certificate/the Approval Certificate has been delivered.

4. The term «returns» means the amounts legally yielded by an Admitted Investment and in particular, though not exclusively, includes profit, dividends, royalties.

5. The term «territory»

(a) With respect to the Republic of Belarus: refers to the territory of the Republic of Belarus over which it may exercise sovereign rights or jurisdiction in accordance with the international law or in accordance with the international treaty.

(b) With respect to the Syrian Arab Republic: the term «Syria» denotes the Syrian Arab Republic in its geographical sense, which means the territory of the Syrian Arab Republic including the territorial sea, the continental reef, the subsoil, the air space above it and all other areas outside the Syrian territorial sea within which, in accordance with international rights and its national legislation, Syria exercises sovereign rights for the purpose of extracting and exploiting the natural, vital and mining resources and all other rights in the water, on land and under the seabed.

Article 2. Promotion and Protection of Investments

1. Each Contracting Party shall promote and create favourable conditions for investors of the other Contracting Party to make investments in its territory, and shall admit such investments in accordance with its laws and regulations.

2. Investments of investors of each Contracting Party shall at all times be accorded fair and equitable treatment and shall enjoy fall legal protection in the territory of the other Contracting Party under this Agreement. 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 investors of the other Contracting Party. Each Contracting Party shall observe any obligation it may have entered into with regard to investments of investors of the other Contracting Party.

Article 3. Treatment of Investments

1. Neither Contracting Party shall in its territory subject investments of investors of the other Contracting Party to treatment less favourable than that which it accords to investments or returns of investors of its own investors.

2. Neither Contracting Party shall in its territory subject investments or returns of investors 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 investors.

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 9 of this Agreement.

Article 4. Compensation for Losses

Investors of one Contracting Party whose investments in the territory of the other Contracting Party suffer losses owing to war - or other aimed 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 investors.

Article 5. Expropriation and Compensation

1. Admitted Investments of investors of one Contracting Party in the territory of the other Contracting Party shall not be expropriated, nationalized or subjected, directly or indirectly, to measures of similar effects by the other Contracting Party except for a public purpose, in a non-discriminatory manner, upon payment of prompt, effective and just compensation and in accordance with due process of law.

2. The compensation for expropriation of an Admitted Investment shall be equivalent to the net market value of the investment immediately before the expropriatory action was taken or become known.

Article 6. Free Transfer

1. Each Contracting Party in whose territory investments have been made by investors of the other Contracting Party after they have fulfilled all their fiscal obligations shall grant those investors and in accordance with its laws and regulations free transfer of payments relating to these investments and shall include, in particular, though not exclusively:

(a) returns as defined in paragraph 4 of the Article 1 of this Agreement;

(b) repayments of loans recognized by the both Contracting Parties as investment;

(c) amounts assigned to cover expenses relating to the management of the investment;

(d) additional contributions necessary for the maintenance or development of the investment.

2. Transfers shall be effected without delay in the convertible currency in which the investment was originally made or in any other convertible currency agreed by the investor and the Contracting Party concerned. Unless otheiwise 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. Subrogation

Where one Contracting Party has granted any financial guarantee against noncommercial risks in regard to an investment by one of its investors in the territory of the other Contracting Party, the latter shall recognize the rights of the first Contracting Party by virtue of the principle of subrogation to the rights of the investor when payment has been made under this guarantee by the first Contracting Party.

Article 8. Disputes between a Contracting Party and an Investor of the other Contracting Party

1. For the purpose of solving disputes with respect to investments between a Contracting Party and an investor of the other Contracting Party and without prejudice to Article 9 of this Agreement (Disputes between Contracting Parties), consultations will take place between the parties concerned with a view to solving the case amicably.

2. If these consultations do not result in a solution within six months from the date of request for settlement, the investor may submit the dispute, at his choice, for settlement to:

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

(b) an ad hoc arbitral tribunal which, unless otherwise agreed upon by the parties to the dispute, shall be established under the arbitration rales of the United Nations Commission on International Trade Law (UNCITRAL).

3. Each Contracting Party hereby consents to the submission of an investment

Dispute to international arbitration.

4. The Contracting Party which is party to the dispute shall at no time whatsoever during the settlement procedure or the execution of the sentence allege as a defense its immunity or the fact that the investor has received compensation under an insurance contract covering the whole or part of the incurred damage or loss.

5. Neither Contracting Party shall pursue through diplomatic channels a dispute submitted to international arbitration unless the other Contracting Patty does not abide by and comply with the award rendered by an arbitral tribunal.

Article 9. Disputes between Contracting Parties

1. Disputes between Contacting Parties regarding the interpretation or application of the provisions of this Agreement shall be settled through diplomatic channels.

2. If both Contracting Parties cannot reach an agreement within twelve months after the beginning of the dispute between themselves, the latter shall, upon request of either Contracting Party, be submitted to an arbitral tribunal of three members. Each Contracting Party shall appoint one arbitrator, and these two arbitrators shall nominate a Chairman who shall be a national of a third State.

3. If one of the Contracting Parties has not appointed its arbitrator and has not followed the invitation of the other Contracting Party to make that appointment within two months, the arbitrator shall be appointed upon request of that Contracting Party by the President of the International Court of Justice.

4. If both arbitrators cannot reach an agreement about the choice of the Chairman within two months after them appointment, the latter shall be appointed upon request of either Contracting Party by the President of the International Court of Justice.

5. If, in the cases specified under paragraphs (3) and (4) of this Article, the President of the International Court of Justice is prevented from carrying out the said function or if he is a national of either Contracting Party, the appointment shall be made by the Vice-President, and if the latter is prevented or if he is a national of either Contracting Party, the appointment shall be made by the most senior Judge of the Court who is not a national of either Contracting Party. Such appointment shall be made within three months beginning fr om the date of request for settlement.

6. 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 in the tribunal and of its representation in the arbitral proceedings; the cost of the Chairman and of his representation in the arbitral proceedings and the remaining costs shall be borne in equal parts by the Contracting Parties. The tribunal shall determine its own procedure.

Article 10. Entry Into Force

Each Contracting Party shall notify the other Contracting Party in writing of the completion of its internal procedures required for the entry into force of this Agreement. This Agreement shall enter into force thirty days after the date of the latter of the two notifications.

Article 11. 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 Contracting Party. In respect of investments made whilst the Agreement is in force, provisions of its Articles 1-9 shall continue to be in effect with respect to such investments for a period of ten year's 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 Damascus this 11 day of March 1999 in the

Russian, Arabic and English languages, each text being equally authentic. In case of any divergences the English text shall prevail.

For the Government of the Republic of Belarus

For the Government of the Syrian Arab Republic