

# Agreement between the Government of the People's Republic of China and the Government of the Republic of Moldova on Encouraging and Mutual Protection of Investment

The Government of the People 's Republic of China and the Government of the Republic of Moldova (hereinafter referred to as the "Contracting Parties") are willing to encourage and protect investments by investors of either Contracting Party in the territory of the other Contracting Party on the basis of mutual respect for sovereignty, equality and mutual benefit in order to develop economic cooperation between the two countries and create good conditions for it, have agreed as follows:

## Article 1.

For the purposes of this agreement:

1. The term "investment" refers to all kinds of property invested by the investors of one contracting party in the latter's territory in accordance with the laws and regulations of the other contracting party.

- (1) Ownership and other property rights of movable and immovable property;
- (2) The company's shares or other forms of equity in the company;
- (3) The right to request money or the right to request actions with economic value;
- (4) Copyright, industrial property rights, proprietary technology and technological process;
- (5) Concessions granted in accordance with the law, including concessions for exploration and development of natural resources.

2. The term "investor" in the People's Republic of China refers to:

- (1) Natural persons with the nationality of the People's Republic of China;
- (2) Established in accordance with the laws of the People 's Republic of China, and any economic entity within the territory of the People 's Republic of China.

In the case of the Republic of Moldova, means;

- (1) Natural persons with the nationality of the Republic of Moldova;
- (2) Established in accordance with the laws of the Republic of Moldova, any legal person whose domicile resides in the territory of the Republic of Moldova.

However, the condition is that the investors of the contracting parties shall have the right to invest in the territory of the other contracting party according to their laws and regulations.

3. The term "income" refers to the money produced by the investment, such as profits, dividends, interest, royalties, and other legal income.

4. The term "territory" means:

- (1) The territory of the People's Republic of China and the territory of the Republic of Moldova.
- (2) A sea area adjacent to the coastline where a Contracting Party exercises sovereignty and jurisdiction over it in accordance with international law.

## Article 2.

1. One Contracting Party shall encourage investors of the other Contracting Party to invest in its territory and accept such investment in accordance with its laws and regulations.

2. One Contracting Party shall provide assistance and convenience for the nationals of the other Contracting Party engaged in investment-related activities in their territory to obtain visas and work permits.

### **Article 3.**

1. Investors and investment-related activities in the territory of the other contracting party shall be treated and protected fairly and fairly.

2. The treatment and protection mentioned in the first paragraph of this Article shall be no less than the treatment and protection granted to any third country investor 's investment and investment-related activities.

3. The provisions of paragraphs 1 and 2 of this Article do not apply to the benefits and privileges offered by a contracting party to any third-country investor or its investment under the following circumstances:

(1) Participate in economic or customs unions, free trade zones;

(2) Agreement on avoidance of double taxation;

(3) Agreement on border trade issues.

### **Article 4.**

1. Either party to the contract shall not take expropriation, nationalization or other similar measures (hereinafter referred to as "expropriation") for the investments of investors in the other contracting party in its territory, unless the following conditions are met:

(1) In the public interest;

(2) In accordance with domestic legal procedures;

(3) The measures taken are non-discriminatory;

(4) Compensation.

2. The compensation mentioned in the first paragraph (4) of this Article shall be calculated based on the actual value of the investment on the date of acquisition. The payment of compensation shall not be unreasonably delayed, but shall be exchangeable and freely remittable from the territory of one Contracting Party to the territory of the other Contracting Party.

3. If an investor of the contracting party invests in the territory of the other contracting party and suffers losses due to war, riots, riots, national emergencies, or other similar incidents, if the latter contracting party takes relevant measures, the investor 's The treatment should not be lower than that given to investors from third countries.

### **Article 5.**

1. Any contracting party shall, under the jurisdiction of its laws and regulations, guarantee that the investors of the other contracting party transfer funds related to the investment, including:

(1) Profits, dividends, interest and other legal income;

(2) Liquidation of all or part of the investment;

(3) Repayment of loan agreements related to investment;

(4) The royalty fee of Article 1, paragraph 1, paragraph 4 of this Agreement;

(5) Technical assistance or technical service fee and management fee;

(6) The income of the nationals of the other contracting party engaged in investment-related activities in the territory of the contracting party.

2. The above-mentioned transfer shall be carried out in accordance with the exchange rate prevailing on the date of

transfer.

## **Article 6.**

If a contracting party or its representative agency guarantees an investor 's investment in the other contracting party 's territory and pays the investor accordingly, the other contracting party shall recognize the transfer of the investor 's rights or claims to The contracting party or its representative body, and recognize the subrogation of the contracting party to the above rights or claims. The right of subrogation or claim shall not exceed the original right or claim of the original investor.

## **Article 7.**

1. Disputes arising from the interpretation or application of this Agreement by both Contracting Parties shall be resolved through diplomatic consultations as far as possible.
2. If the dispute cannot be resolved through consultation within six months, the dispute may be submitted to a specially appointed arbitration tribunal as required by either party.
3. The special arbitration tribunal shall consist of three arbitrators. The Contracting Parties shall appoint one arbitrator each within two months from the date when one Contracting Party receives the written notice requesting arbitration from the other Contracting Party. The two arbitrators shall jointly recommend a third country national who has diplomatic relations with the contracting parties as the third arbitrator within the next two months, and the contracting parties shall be appointed as the chief arbitrators.
4. If the ad hoc arbitral tribunal has not been formed within four months of receiving the written notice requesting arbitration, and there is no other agreement between the contracting parties, either party may request the president of the International Court of Justice to appoint an arbitrator who has not been appointed.

If the President of the International Court of Justice is a national of either Contracting Party, or for other reasons cannot perform this appointment, a senior judge of the International Court of Justice not a national of either Contracting Party shall be invited to perform this appointment.

5. The ad hoc arbitral tribunal shall formulate its own rules of procedure. The arbitral tribunal shall make an award in accordance with the provisions of this Agreement and the principles of international law recognized by both Contracting Parties.
6. The decision of the arbitral tribunal shall be made by a majority of votes. The ruling is final and binding on the contracting parties. At the request of either party, the ad hoc arbitral tribunal shall state the reasons for its award.
7. The contracting parties shall bear the costs of the arbitrators appointed by them and attending the arbitration proceedings. The relevant costs of the chief arbitrator and the ad hoc arbitral tribunal shall be borne by the contracting parties on average.

## **Article 8.**

1. Disputes between investors of one Contracting Party and the other Contracting Party regarding investment in the territory of the other Contracting Party shall be resolved through friendly negotiation between the parties as far as possible.
2. If the dispute cannot be resolved through negotiation within six months, either party has the right to submit the dispute to the court of jurisdiction of the contracting party that accepts the investment.
3. If the dispute concerning the collection of compensation amounts is not resolved within six months after resorting to the procedure of paragraph 1 of this article. At the request of either party, the dispute may be referred to a specially appointed arbitration tribunal. If the investor concerned has resorted to the procedures specified in the second paragraph of this article, the provisions of this paragraph shall not apply.
4. The arbitration tribunal shall be established on a case-by-case basis: The parties to the dispute shall each appoint an arbitrator, and the two arbitrators shall elect a third-country national who has diplomatic relations with the contracting parties as the chief arbitrator. The first two arbitrators shall be appointed within two months after either party in writing informs the other party to propose arbitration, and the chief arbitrator shall be elected within four months. If the arbitration tribunal has not been constituted within the period specified above, either party to the dispute may request the Secretary-General of the International Center for Settlement of Investment Disputes to make the necessary appointment.

5. The arbitral tribunal shall formulate its own procedures. However, the arbitration tribunal may refer to the arbitration rules of the International Center for Settlement of Investment Disputes when formulating procedures.

6. The decision of the arbitral tribunal shall be made by a majority of votes. The ruling is final and binding on both parties to the dispute. The contracting parties shall be obligated to enforce the above rulings in accordance with their respective laws.

7. The arbitral tribunal shall make an award in accordance with the law of the contracting party (including its conflict of laws rules), the provisions of this agreement, and the generally recognized principles of international law accepted by both parties.

8. The parties to the dispute shall bear the costs of the arbitrators appointed by them and attend the arbitration proceedings. The costs of the chief arbitrator and the remaining costs of the arbitral tribunal shall be borne equally by both parties to the dispute.

## **Article 9.**

If the contracting party accords investment or investment-related activities to investors of the other contracting party in accordance with its laws and regulations more preferential treatment than the provisions of this Agreement, it shall be applied preferentially.

## **Article 10.**

This Agreement shall apply to investments made by investors of either Contracting Party in accordance with the laws and regulations of the other Contracting Party before or after its entry into force.

## **Article 11.**

1. The representatives of the contracting parties shall hold talks from time to time for the following purposes:

- (1) Review the implementation of this agreement;
- (2) Exchange of legal information and investment opportunities;
- (3) Settling disputes caused by investment;
- (4) Put forward suggestions to promote investment;
- (5) To study other matters related to investment.

2. If any contracting party proposes to consult on any of the matters listed in paragraph 1 of this article, the other contracting party shall respond in a timely manner. The consultations can be held in turn in Beijing and Kishinev.

## **Article 12.**

1. This Agreement shall enter into force on the first day of the next month after the parties have notified each other in writing that their domestic legal procedures have been completed, and shall be valid for five years.

2. If either Contracting Party fails to notify the other Contracting Party of the termination of this Agreement in writing one year before the expiry of the validity period specified in the first paragraph of this Article, this Agreement will continue to be valid.

3. After the expiration of the first five years of this Agreement, either Contracting Party may terminate this Agreement at any time, but it shall notify the other Contracting Party in writing at least one year in advance.

4. The provisions of Articles 1 to 11 shall continue to apply to investments made before the date of termination of this Agreement for ten years.

The governments of the two parties formally authorize their respective representatives to sign this agreement, so as to abide by it.

This agreement was signed in Beijing on November 6, 1992, in two copies, each in Chinese and Romanian. Both texts are

equally authentic.

For the Government of the People's Republic of China

Representative

Gu Yong Jiang

(Signature)

For the Government of the Republic of Moldova

Representative

Ann Kai Pudi

(Signature)