Agreement between the Government of the Republic of Uzbekistan and the Government of the People's Republic of China on the Promotion and Reciprocal Protection of Investments

The Government of the People's Republic and the Government of the Republic of Uzbekistan, (hereinafter referred to as "Contracting Parties"), would like to encourage and protect investors of one Contracting Party in the territory of the other Contracting Party, and create favorable conditions, in accordance with the principles of mutual respect for sovereignty and equality and mutual benefit for the development of economic cooperation between the two countries, have agreed as follows:

Article 1.

In the present Agreement:

1. The term "investment" refers to various assets invested in its territory in accordance with the laws and regulations of the party accepting the investment, in particular:

(A) The rights of movable and immovable property and property;

(B) Shares or other forms of participation in companies and enterprises;

(C) The right to request for money or the right to claim acts with economic value;

(D) Copyrights, industrial property rights, proprietary technologies and processes;

(E) The right to engage in economic activities granted according to law or contract, especially the right to explore and develop natural resources.

2. The term "investors" means to any party to the contract:

- According to the laws and regulations of the contracting party as its citizens and natural persons;

- Enterprises and companies established in accordance with the laws and regulations in force in the territory of the Contracting Party;

However, the condition is that natural persons, companies or companies shall have the right to invest in the territory of the other contracting party in accordance with the laws and regulations of the contracting party.

3. The term "returns" refers to funds generated by investments, including, but not limited to, profits, dividends, interest, and royalty fees.

4. The term "Territory means: Territory of the People's Republic of China and the Republic of Uzbekistan.

Article 2.

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

2. Each Contracting Party will provide assistance in obtaining visas and work permits for citizens of the other Contracting Party engaged in investment-related activities in its territory in accordance with its laws and regulations.

Article 3.

1. Each Contracting Party shall guarantee in its territory the investment of investors of the other Contracting Party and the fair treatment and protection of the activities related to that investment.

2. The treatment mentioned in the first paragraph of this Article shall be no less favourable than that accorded to investors in any third country and investment-related activities.

3. The provisions of paragraphs 1 and 2 of this Article shall not apply to the offers or privileges provided by or to be offered by any Contracting Party to any third country investor or its investment in accordance with:

A. Participating in a free trade zone, a customs or economic alliance, an economic mutual aid organization or a contracting party that has entered into force before this agreement enters into an international agreement that provides similar privileges and privileges to participants of the said organization;

B. International agreements and other tax agreements on tax issues;

C. Agreement on border trade issues.

Article 4.

1. The investments of investors of one Contracting Party in the territory of the other Contracting Party may not be nationalized, expropriated or have other measures with similar nationalization and collection effects (hereinafter referred to as "levies"), except for the needs of the public interest. This can only be done on the basis of procedures determined by law, and on the basis of non-discrimination and compensation.

2. The compensation provided for in the first paragraph of this Article shall be based on the actual value of the investment on the day prior to the adoption or declaration of the expropriation decision.

Payment of compensation should not be delayed for no reason, and compensation should be exchangeable and freely repatriated from the territory of the other Contracting Party to the territory of the other Contracting Party.

3. If an investor of one of the contracting parties invests in the territory of the other contracting party and suffers losses due to war, emergency, domestic turmoil and other similar conditions, the contracting party that invests in its territory shall take compensatory or other relevant measures. The treatment given to this investor should not be lower than that given to any investor of a third country.

Article 5.

Each Contracting Party shall, in accordance with its laws and regulations, guarantee the investors of the other Contracting Party to remit amounts relating to investments after fulfilling all its tax obligations, including:

A. "Proceeds" as determined in paragraph 3 of Article 1 of this Agreement;

B. All or part of the liquidation of the investment;

C. Payment of loan agreements related to investment;

D. Payment of technical assistance, technical services and management fees;

E. The citizens of the other Contracting Party carry out work and services relating to investment in the territory of the first party to the contract and the wages and other emoluments obtained in accordance with the laws and regulations.

Article 6.

The remittances referred to in Articles 4 and 5 of this Agreement shall be made in accordance with the official exchange rate on the date of remittance of the Contracting Party that has made investments in its territory.

Article 7.

This Agreement applies to all investments made after January 1, 1992.

Article 8.

1. Disputes arising from the interpretation or application of this Agreement by the Contracting Parties shall be resolved as

far as possible through diplomatic channels.

2. If the dispute cannot be resolved within six months from the date on which the contracting party filed the dispute, the dispute shall be submitted to a special arbitration tribunal upon the request of either of the contracting parties.

3. The arbitral tribunal shall consist of three arbitrators and shall be established in the following manner: Each Contracting Party shall appoint one arbitrator within two months from the date on which one Contracting Party receives the written notice from the other Contracting Party concerning the submission of the dispute to arbitration. . The two arbitrators shall, within two months from the date of the appointment of the second arbitrator, select a third national who has diplomatic relations with both contracting parties as the third arbitrator, and shall be appointed as the chief arbitrator by the parties.

4. If the arbitration tribunal has not been constituted within four months of receipt of the written notification of the submission of the dispute to the arbitral tribunal, either Contracting Party may, if there is no other agreement, 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 citizen of either Contracting Party or is unable to perform the above duties for other reasons, the Senior Judge of a national of any party to the Central African Republic shall be invited to make the necessary appointments.

5. The arbitral tribunal shall formulate its own rules of procedure. The arbitral tribunal shall make a ruling in accordance with the provisions of this agreement and the generally accepted principles of international law.

6. The arbitral tribunal's ruling was made with a majority vote. The ruling is final and binding on both contracting parties. At the request of either party, the arbitral tribunal shall state the reasons for its decision.

7. Each Contracting Party shall bear the costs associated with the activities of its appointed arbitrators and the costs of participating in the arbitral proceedings. The fees and other expenses related to the presiding arbitrator's activities are borne by the contracting parties on average.

Article 9.

1. Any dispute between the contracting party and the investor of the other contracting party concerning the amount of compensation to be levied may be submitted to the arbitral tribunal.

2. The arbitral tribunal shall be established on a case-by-case basis in the following manner: The parties to the dispute shall each appoint an arbitrator. The two arbitrators shall select a third-country national who has diplomatic relations with both contracting parties as the chief arbitrator. The first two arbitrators shall be appointed within two months from the date of the written notification of the dispute to arbitration. The chief arbitrator shall be elected within four months. If the arbitral tribunal has not been formed within the stipulated period, any party to the dispute may request the chairman of the Arbitration Institute of the Stockholm Chamber of Commerce to make the necessary appointments.

3. The arbitral tribunal shall formulate its own procedural rules. In such cases, the arbitral tribunal may refer to the rules of the Arbitration Institute of the Stockholm Chamber of Commerce when formulating the procedure.

4. The arbitral tribunal's ruling was made with a majority of votes. The ruling is final and binding on both parties to the dispute. Each party to the contract shall, in accordance with its own laws, assume its obligations to implement the award of the arbitral tribunal.

5. The arbitral tribunal shall, in accordance with the provisions of this Agreement, make a ruling on the laws and regulations (including its conflict rules) of the Contracting Party that has invested in its territory and the generally accepted principles of international law.

6. Each party to the dispute shall bear the costs associated with the activities of the arbitrators appointed by it and the costs of participating in the arbitral proceedings. The fees and other expenses relating to the activities of the chief arbitrator shall be borne by the parties to the dispute on average.

Article 10.

If one of the contracting parties accords preferential treatment to investors of the other party's investment or investment-related activities in accordance with its laws and regulations or the international agreements to which the contracting parties provide for the members of the other contracting party, it shall be favorably applied.

Article 11.

1. The representatives of the Contracting Parties may meet for the following purposes as needed:

(a) Study the application of this Agreement;

(b) Exchanging information on the legal issues of investment and the possibility of investing;

(c) To resolve disputes caused by investments;

(d) To study other matters related to investment;

(e) Study proposals for possible amendments and additions to this agreement.

2. If one of the Contracting Parties proposes to negotiate on any matter listed in the first paragraph of this Article, the other Contracting Party shall promptly respond. The consultations can be held in Beijing and Tashkent in turn.

Article 12.

1. This Agreement shall come into force on the thirtieth day after the date on which both Contracting Parties notify each other in writing that their respective domestic legal procedures have been completed. The validity period is fifteen years.

2. If a Contracting Party fails to notify the other Contracting Party in writing to terminate this Agreement at least one year prior to the expiry of the period of validity provided for in the first paragraph of this Article, this Agreement shall continue to be valid.

3. After the expiry of the first fifteen-year period of this Agreement, either Contracting Party may at any time notify the other Contracting Party in writing to terminate this Agreement. The notice shall expire after twelve months from the date of receipt of the other contracting party.

4. The provisions of Articles 1 to 11 of the investment made prior to the termination of this Agreement shall continue to be effective for fifteen years from the date of termination of this Agreement.

This agreement has have been duly authorized by their respective governments to sign their signatures.

This agreement was signed in Beijing on March 13, 1992. In two copies, each in Chinese, Uzbek, and Russian. The three texts have the same effect.

For the Government of the People's Republic of China

Li Yuqing

For the Government of the Republic of Uzbekistan

Rajabov