

# **AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MOLDOVA AND THE GOVERNMENT OF THE REPUBLIC OF UZBEKISTAN ON PROMOTION AND RECIPROCAL PROTECTION OF INVESTMENTS**

The Governments of Uzbekistan and the Republic of Moldova, referred to as "Contracting Parties"

Desiring to intensify their collaboration on a long-term economic benefit of both states,

Understanding the need to stimulate and protect investments in order to create and maintain favorable conditions for investments by investors of a Contracting Party in the territory of the other Contracting Party,

Agreeing that a stable investment will ensure the most efficient use of economic resources and development of productive forces,

They have agreed as follows:

## **Article 1. General Definitions**

To achieve the objectives of this Agreement:

1) extends term investor and includes:

- a) the Contracting Parties;
- b) Contracting Parties in legal persons;
- c) international member organizations of the Contracting Parties;
- d) citizens, associations of citizens and persons without citizenship of the Contracting Parties;
- e) states the Contracting Parties citizens live permanently abroad.

2) The term investment means any type of goods and property rights over them as well as intellectual property rights, commercial and industrial copyrights, patents, models useful samples and designs, trademarks, corporate secrets commercial and manufacturing technologies, "good-will" and "know-how".

3) Investments in territories of the States Contracting Parties shall be made through:

- a) creation of economic societies and associations that banks, insurance organizations and other enterprises belonging wholly or based participation by investors share in their work;
- b) purchase of goods, shares and other securities;
- c) procuring economic rights, including the possession and use of land (including basic lease) of land and natural resources;
- d) other investment promotion activities that do not contradict the legislation of the Contracting Party in its territory to invest funds.

No change in the form, the first time or repeatedly assets are invested does not affect their character as investments.

4) The legal term applies to persons who have obtained legal status in accordance with the state legislation of one Contracting Party the right of making investments in the territory of the other Contracting Party.

5) The term international organizations designate international organizations, associations, central organs of administration of which lies in the territory of the Contracting Party, the activity of which, according to its statute extends the territory of the

Contracting Party and one or more foreign states and conducted in accordance with principles and norms of international law.

6) The term designates those citizens who have citizenship and legal under state legislation of one Contracting Party and permanently residing in its territory or abroad and invest in the territory of the other Contracting Party.

7) The term person without citizenship means persons without citizenship who permanently reside in the territory of one Contracting Party and registered as required by law of the state of the Contracting Party, the right of entrepreneurial activity and making investments in the territory of the other Contracting Party.

8) The term income means the amounts raised by investment funds, as they are determined in this article, points 2) and 3), and include, but not exclusively, benefit, interest, dividends, royalties, fees and quotas for exploitation licenses, support and maintenance paid for technical and other forms of payments.

9) The term territory means respectively the territory of the Contracting Party in the State Contracting Parties exercises sovereign rights and jurisdiction under international law.

## **Article 2. Application Agreement**

The conditions of this Agreement shall be applied to all investments made in the territory of either Contracting Party under the laws of the investors of the other Contracting Party, irrespective of whether they were made before or after the entry into force of this Agreement.

## **Article 3. Promotion and Protection of Investments**

1) Each Contracting Party, according to his state law rights, will foster in its territory and admit investments by investors of the other Contracting Party.

2) Within its state law, each Contracting Party shall support the various forms of mutual investment and ensure economic cooperation, protecting its territory investments by investors of the other Contracting Party.

3) The Contracting Parties shall assist enterprises benefiting from investments by investors of the Contracting Parties states in the direct investment of funds and multilateral economic projects in the territory of the Contracting Parties and States in the territory of any third country.

4) If the Contracting Party, within this Agreement, admitted investments in its territory, the Contracting Party will, in accordance with the domestic law of its investors of the other Contracting Party permits needed to carry out such investment.

## **Article 4.**

"national treatment and most favored nation treatment

1) Each Contracting Party shall ensure in its territory, in accordance with national law, full and unconditional legal protection of investments by investors of the other Contracting Party.

2) Each Contracting Party shall grant in its territory investments and returns of investors of the other Contracting Party regime fair and equitable and not less favorable than that accorded by each Contracting Party investments and income promoted by its own investors and / or investments and income promoted by investors of any third state.

3) Each Contracting Party shall observe, as regards the investments they performed investors of the other Contracting Party, any obligation arising from the law and this Agreement.

4) The provisions of this Agreement relating to most favored nation treatment shall not be construed as binding of the Contracting Parties to accord to investors of the other Contracting Party regime preferential advantages or privileges arising from:

a) the existence or potential creation of a customs union payments, free trade zone and a single tariff, common market or any other form of contracts on regional economic integration, part of which is or may become one of the Contracting Parties;

b) agreements on avoidance of double taxation or other international agreements aimed at imposing the tax.

## **Article 5. Application of other Special Rules and Obligations**

If the law of the State of either Contracting Party or obligations related to international law, as provided in this Agreement or that will occur later addition to this Agreement will include provisions of a general or specific grant investments by investors of the other Contracting Party a more favorable than that accorded by this Agreement, such provisions, the volume in which they are more favorable, shall prevail in relation to this Agreement.

## **Article 6. Transfers**

1) The Contracting Party in the territory that have been made investments of investors of the other Contracting Party shall guarantee those investors after paying those taxes, free transfer of payments related to these investments, particularly, but not exclusively:

- a) interest, dividends, benefits and other current income, as they are specified in Article I, Section 8) of this Agreement;
- b) payment of the amounts of loans recognized by both Contracting Parties as investments;
- c) amounts to cover expenses related to investment management;
- d) receipts from licenses and other payments arising from the realization of rights under Article I, paragraph 2) of this Agreement;
- e) amounts of capital and additional amounts necessary for the maintenance or promotion, as well as Management of investments promoted the territory of another Contracting Party;
- f) receipts from alienation, total or partial liquidation of investments, including capital increase;
- g) salary I receive citizens of the state of either Contracting Party in connection with investments in the territory of the other Contracting Party;
- h) compensation payable pursuant to Articles of this Agreement and other payments related disputes arising in the performance of investments under this Agreement.

2) Transfers shall be effected without much delay, in the currency in which they were made investments or in freely convertible currency exchange rates at the date of transfer and in accordance with the procedure prescribed by the laws of the Contracting Party in the territory of which were made investments.

3) Contrary to the provisions of points) -2) of this Article, the Contracting Party may prohibit the transfer, the conditions for applying fair nediscriminorie the laws of that State, if:

- a) bankruptcy, insolvency or protection of creditors' rights;
- b) emission trade or operations with securities;
- c) commission of criminal offenses or administrative;
- d) the occurrence of nonconformity of how judicial proceedings or decisions.

4) Income and other amounts in any currency, referred to in this Article obtained by investors of the State of either Contracting Party after making investments in the territory of the other Contracting Party from sources at investing can be reinvested or used for other purposes in the territory State latter Contracting Party in accordance with its law.

5) Import and export of currency exchange states of Contracting Parties and other states, payment documents, securities are regulated by the law on currency regulation of the Contracting Party to the place of realizing investments.

## **Article 7. Expropriation and Compensation of Losses**

1) The Contracting Parties shall not take action direct or indirect expropriation, nationalization or other actions of a similar nature or consequences equivalent to the investments made by investors of the other Contracting Party, except:

- a) when such actions are taken in the public interest, carried out in accordance with legislation;
- b) if the shares are discriminatory or actions taken in response to the other Contracting Party.

2) The Contracting Party which carried out the expropriation of investments as a result of circumstances under point 1) a) -b) of this article, it will provide investors of the other Contracting Party a fair and effective compensation. Such compensation shall cost market investments expropriated calculated immediately before the time of expropriation or when the decision on expropriation became public (depending on the event which occurred first), and will include interest on investments expropriated calculated in accordance with rule "LIBOR" from the date of expropriation and be freely transferred. The amount of compensation must be established in the currency or investments were made in freely convertible currency and paid to the investor without unjustified delay, regardless of residence or place of residence thereof. Law without delay transfer is deemed unjustified transfer by the time normally required for formal enforcement actions related to the transfer. Calculation of time this period begins on the date of application and may not exceed three months.

3) Investors of either State of the Contracting Parties, investments which have suffered losses in war or other armed conflict, emergencies, coups, social disorder or other similar events that occurred in the territory of the other Contracting Party shall receive compensation, restitution or other payments cover the value of the damage incurred, in accordance with paragraphs 1), 2), 3) of Article 4 of this Agreement.

4) Investors of either State of the Contracting Parties are entitled to compensation for damages, including loss of earnings, made their investments in the territory of the other Contracting Party of the actions of state bodies or officials of that Contracting Party, which contradict state law the place where the investments and as a result of unsatisfactory compliance with obligations laid down in legislation by officials in such departments or state investor relations first Contracting Party or undertakings benefiting from these investments.

## **Article 8. Subrogation**

1) If one Contracting Party or institutions authorized by it granted certain financial guarantees against the risk noncommercial regarding investments of investors carried out in territory of the other Contracting Party and operated payments under this guarantee, the other Contracting Party under the principle of subrogation, recognize the transfer of rights, including the right to demand the full amount of these investors in the first Contracting Party or its authorized institutions, referring to bonds investors nominated related to investments insured in this way.

2) In the case of subrogation as defined in paragraph 1) of this Article, the investor does not submit any requirement if he is not authorized by the Contracting Party or institution empowered by it.

3) The Contracting Party is a party to the dispute with the investor of the other Contracting Party in the dispute settlement or enforcement of the decision relating to it should not matter, as a defense, its immunity or the fact that the investor has received reward you it deserves under insurance contracts that do not foresee offering the latter Contracting party or institutions authorized by it and covering the entire volume or part of the damages or losses incurred.

## **Article 9. Consultations**

Each Contracting Party may propose the other Contracting Party to hold consultations on any matter relating to the interpretation or application of this Agreement. The other Contracting Party shall accept such proposals goodwill and create the necessary conditions for organizing consultations.

## **Article 10. Settlement of Disputes between the Contracting Parties**

1) Disputes between the Contracting Parties concerning the interpretation and application of this Agreement shall be settled through diplomatic channels.

2) If the dispute can not be settled within 6 months from the date of issue, at the request of the Contracting Parties to the dispute in question will be sent to the court of arbitrators composed of three members. Each Contracting Party shall appoint one arbitrator and appointed arbitrators shall elect a president who is a national of a third country which has diplomatic relations with both Contracting Parties states.

3) If one of the Contracting Parties and shall, within two months, the arbitrator and does not accept the proposal of the other Contracting Party to-1 designate the latter Contracting Party shall address the President of the International Tribunal for it to make this appointment.

4) If both arbitrators can not reach agreement on the choice of the chairman within two months after their appointment, either Contracting Party may apply to the President of the International Tribunal, to carry this designation.

5) If in the cases specified in paragraphs 3) and 4) of this Article the President of the International Tribunal can not exercise

this function or if he is citizen of one Contracting Party, the Chairman shall be appointed by the Vice President of the International Tribunal, and if the last application can not perform that function or is citizen of one Contracting Party, the designation will do next member of the International Tribunal hierarchically superior who is not a citizen of the State of either Contracting Party.

6) The court shall take decision in accordance with the law, before adopting its decision, the Court may propose Contracting Parties to resolve their differences at any stage amicably.

The foregoing provisions shall not affect the settlement of the dispute, unless the Contracting Parties will decide in this way.

7) Without prejudice to other arrangements between the Contracting Parties, the Court shall establish its procedural. Tribunal shall take decisions by majority vote.

8) Each Contracting Party shall bear the expenses for the maintenance of its commissioner, member of the tribunal and to pay quota arbitration. President upkeep court of arbitrators and other expenses shall be borne by the Contracting Parties in equal parts. But in its decision the Court may establish higher amounts of expenditures of the Contracting Parties and this decision will be binding for each Contracting Party.

9) The decision of the Court is final and binding for each Contracting Party.

## **Article 11.**

Settlement of disputes between a Contracting Party and the investor of the other Contracting Party

Through this article, each Contracting Party agrees to propose for consideration any legitimate dispute appearing between a Contracting Party and the investor of the other Contracting Party on investments made by it in the territory of the first Contracting Party to the International Centre for Settlement Investment disputes (ICSID) through conciliation or judgment under the Convention for the settlement of investment disputes between states and nationals of other states, opened for signature in Washington on 18 March 1965. the state investor of one Contracting Party, which before the advent of the dispute was under controlling investor of the other Contracting Party shall be in accordance with Article 25 (2-b) of the Convention and to enforce the provisions of the Convention, the same rights that you have investors of the other Contracting Party.

## **Article 12. Amendment and Supplement of the Agreement**

This Agreement may be amended and supplemented with written consent of the Contracting Parties.

## **Article 13. Entry Into Force, Duration and Suspension of the Agreement**

1) The Contracting Parties shall exchange notes on law enforcement procedures prescribed by national legislation of the state of each of the Contracting Parties to the entry into force of this Agreement.

As the date of entry into force of this Agreement is the date when the last note has been received.

2) This Agreement will be valid for ten years. The action of this Agreement is automatically extended for the next five years, unless either Contracting Party notifies in writing the other Contracting Party 12 months before the expiry of that period, of its intention to suspend the action of this Agreement.

3) In the event of termination of this Agreement, the provisions of Articles 1 to 11 shall remain in force for the next ten years regarding investments until the suspension action this Agreement.

Done in Tashkent on 21 November 1995 in two authentic copies, each in the Moldovan, Uzbek and Russian languages, all texts being equally authoritative.

If differences of interpretation of any Article of this Agreement by reference text in Russian.