

# **AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF BELARUS AND THE GOVERNMENT OF THE REPUBLIC OF CYPRUS on promotion and mutual protection of investments**

The Republic of Belarus and the Government of the Republic of Cyprus (hereinafter referred to as the Contracting Parties), desiring to intensify their economic cooperation for the mutual benefit of both States on a long term basis;

With the aim of creating favorable conditions for investments of investors of each Party on the territory of the other Party; Conscious that the promotion and protection of investments under this Agreement will contribute to the development of business initiatives in this field;

HAVE AGREED AS FOLLOWS:

## **Article 1. Definitions**

For the purposes of this Agreement:

1. The term "investor" in respect of each Contracting Party means:

(A) natural persons who, in accordance with the legislation of that Contracting Party, are its citizens and who invest in the territory of the other Contracting Party;

(B) legal entities, such as businesses and other organizations, institutions, or other duly established in accordance with the legislation of one Contracting Party, have their headquarters on the territory of the same Contracting Party, and who invest in the territory of the other in accordance with this Agreement Contracting Party.

2. The term "investment" includes any type of property, and in particular:

(A) movable and immovable property and any other property rights;

(B) shares, bonds and any other form of participation in companies or other legal persons;

(C) claims in respect of funds or performance of any obligation under a contract having an economic value;

(D) intellectual property rights (such as copyrights, patents, industrial designs or models, trade or service marks, trade names), "know-how", "goodwill" and other similar rights stipulated by international treaties, to which the Republic of Belarus and the Republic of Cyprus are also participants;

(E) the concession granted in accordance with the law of the Contracting Party in whose territory the investments, including the rights to explore, develop, extract or exploit natural resources.

Any change in the form in which assets are invested or reinvested, in accordance with the law of the Contracting Party in whose territory the investment does not affect its character as an investment in the sense of this Agreement.

3. The term "returns" means the amounts yielded by any investment and in particular, though not exclusively, includes profits, dividends, interest, proceeds from total or partial liquidation of investments and other income derived from investments.

4. The term "territory" means in respect of each State of the territory under the sovereignty of the State, and that includes land, internal waters and territorial sea, the seabed and subsoil thereof, over which that State exercises, in accordance with international law, sovereign rights, or in whose jurisdiction it is.

## **Article 2. Promotion and Investment Protection Regime**

1. Each Contracting Party shall in its territory facilitate, as far as possible, investments by investors of the other Contracting Party and admit such investments in accordance with its legislation.

2. Each Contracting Party shall protect within its territory investments made in accordance with its legislation,

Investors of the other Contracting Party and will not interfere by adopting discriminatory measures the management, maintenance, use, enjoyment, expansion, sale and if so happen, liquidation of such investments.

3. Each Contracting Party shall ensure fair and equitable treatment in its territory investments by investors of the other Contracting Party. This mode is not less favorable than that which each Contracting Party shall accord to investments made in its territory by investors of any third State.

4. The provisions of paragraph 3 of this Article shall not be construed so as to oblige one Contracting Party to extend to investors of the other Contracting Party the benefit of any treatment, preference or privilege resulting from:

(A) any existing or possible future free trade agreement, a common market, a customs or economic union, a party which is or may become in the future, any of the Contracting Parties;

(B) any international or bilateral agreement or arrangement relating wholly or mainly to taxation.

### **Article 3. Free Transfer of Funds**

1. Each Contracting Party in whose territory investments by investors of the state of the other Contracting Parties have been implemented to provide such investors, after they fulfill all its financial obligations, the free transfer of payments related to such investments, in particular:

(A) income as defined in article 1, paragraph 3;

(B) repayments of loans;

(C) payments, intended to cover costs related to the management of investments;

(D) royalties and other payments derived from rights enumerated in Article 1, paragraph 2, paragraphs (c), (d) and (e) of this Agreement;

(E) principal and additional contributions required to maintain and increase investments;

(F) proceeds from the sale or partial or total liquidation of the investment, including possible gains.

2. The transfers will be carried out without delay in the convertible currency in which the investment was originally made, or in any other convertible currency agreed between the relevant investor and the Contracting Party. As long as the investor has otherwise agreed, translations will be made at the exchange rate applicable on the date of transfer, in accordance with the applicable provisions of the law on currency regulation.

### **Article 4. Expropriation and Damages**

1. Investments of investors of either Contracting Party in the territory of the other Contracting Party shall not be subject to expropriation, nationalization or other measures, the effect of which is equivalent to expropriation (hereinafter referred to as "expropriation"), except in the public interest, on a non-discriminatory basis and in providing timely, adequate and effective compensation. This compensation is the market value of the expropriated investment at the time immediately preceding the implementation of expropriation or its disclosure, depending on whether that was the case before, including interest calculated on YBOK basis of the period until the date of payment in relation to the currency in which the investments were made, shall be paid without delay, be effectively realizable and can be transferred without restriction. An investor who has suffered damages, shall be entitled, in accordance with the law of the Contracting Party carrying out the expropriation, to a prompt trial and analysis of the evaluation of the relevant investment according to the principles set out in this paragraph, judicial or other independent plenipotentiary authority of that Contracting Party.

2. The investor of one Contracting Party whose investments have suffered losses as a result of war or any other armed conflict, revolution, state of emergency or rebellion, which took place on the territory of the other Contracting Party shall enjoy in the territory of the latter Contracting Party treatment not less favorable than that offered under these circumstances, to its own investors or investors

Any third country with respect to recovery of damages, compensation or other settlement. Due in this regard, payments will be transferred without restriction.

## **Article 5. Subrogation**

1. If a Contracting Party or its authorized body carries out any payment to its own investors pursuant to a guarantee that it granted in respect of any investment in the territory of the other Contracting Party, the first Contracting Party or its authorized body in virtue of the principle of subrogation the rights and obligations investor without prejudice to the rights of the investor in accordance with Article 8 of this Agreement.
2. Such rights will be used by the Contracting Party or its authorized agency to the extent in which the proportion of risk was covered by the contract or guarantee, while investors will continue to have the right to benefit from the guarantees to the extent in which the proportion of the risk was not covered by the contract.
3. As far as transferred rights are affected, the other Contracting Party shall be entitled to invoke the former Contracting Party or its authorized agency, which, by virtue of the principle of subrogation to the rights of the investor enjoys, to fulfill the obligations of the investor on the basis of law or contract.
4. With regard to the transfer of payments to the Contracting Party or its authorized body on the basis of the said transfer of rights, shall apply the provisions of Article 3 of this Agreement.
5. Disputes between a Contracting Party and the other Contracting Party or its authorized body shall be settled in accordance with the provisions of Article 8 of this Agreement.

## **Article 6. Applicability of other Regulations**

If the domestic legislation of one Contracting Party or existing or subsequently agreed between

Obligations of Contracting Parties provide general or specific rules according to which the investments of investors of the other Contracting Party shall enjoy more favorable treatment

Than that which is established by this Agreement, these rules shall prevail in relation to this Agreement to the extent and to the extent to which, and because they are more favorable.

## **Article 7. Disputes between the Contracting Parties**

1. Disputes between the Contracting Parties concerning the interpretation or application of this Agreement shall be settled through diplomatic channels in a friendly way.
2. If the dispute can not be thus settled within six months from the start of negotiations, the dispute will be submitted to an arbitral tribunal at the request of either Contracting Party.
3. The arbitral tribunal shall be established as follows: each Contracting Party shall appoint one arbitrator and these two arbitrators shall elect a chairman of the court, which must be a citizen of a third State. The arbitrators shall be appointed within three months and the Chairman within five months from the date on which either Party notifies the other Contracting Party of their intention to submit the dispute to arbitration.
4. If within the period provided for in paragraph 3 of this Article, the required appointment has not been made, either Party to the dispute may, in the absence of any other agreement, invite the President of the International Court of Justice to make the necessary appointments. If the President of the International Court of Justice is a national of any of the Parties to the dispute or if it can not perform the said function, vice-chairman or, if he is a national of either Party or if you can not perform this function, member of the Court next in seniority who is not a citizen of any of the Parties to the dispute shall be invited for the production of the necessary appointments.
5. The arbitral tribunal will act on the basis of the relevant Legislation, including, in particular, the Agreement and other relevant agreements existing between the two Contracting Parties and the generally accepted rules and principles of international law.
6. Unless the Parties decide otherwise, the arbitral tribunal shall determine the rules of its own work.
7. The arbitral tribunal shall make its decision by majority vote. this

Decision is final and binding on the parties.

8. Each Contracting Party shall bear the costs of its appointed member of the tribunal and the costs associated with its participation in the arbitration proceedings. Spending the chairman and other expenses will be shared equally between the Contracting Parties.

## **Article 8. Disputes between an Investor and a Contracting Party**

1. Any dispute which may arise between an investor of one Contracting Party and the other Contracting Party in connection with investments in the territory of the latter will be the subject of consultations between the parties to the dispute.

2. If any dispute between an investor of one Contracting Party and the other Contracting Party can not be settled within six months, the investor shall be entitled to refer the case to:

(A) the Court of Arbitration Chamber of Commerce in Stockholm;

(B) the Court of Arbitration of the international Chamber of Commerce in Paris;

(C) the International Centre for Settlement of Investment Disputes in case both Contracting Parties become parties to the Convention on the Settlement of Investment Disputes between States and Nationals of other States of March 18, 1965.;

(D) The competent court of the Contracting Party in whose territory the investment has been made.

## **Article 9. Revision of the Agreement**

The representatives of the Contracting Parties, if necessary, hold meetings to review the implementation of this Agreement. These meetings will be held on the proposal of one Contracting Party at the time and place agreed upon through diplomatic channels.

## **Article 10. Other Provisions**

1. Each Contracting Party or its authorized body will allow, in accordance with its legislation, the entry and stay of investors, employees and workers of the other Contracting Party, which are associated with the investment.

2. The Contracting Party or its competent authorities will not

Prohibit or impede the transportation of goods and people related to the investments by carriers of the other Contracting Parties and, in accordance with their

Legislation, where necessary, will issue the appropriate permissions.

## **Article 11. Application**

This Agreement shall apply to all investments,

Made by investors of either Contracting Party in the territory of the other Contracting Party after its entry into force. This Agreement shall also apply to investments of investors of one Contracting Party which carried out on the territory of the other Contracting Party in accordance with its legislation prior to the entry into force of this Agreement. Nevertheless, the provisions of this Agreement shall not apply to disputes that have arisen or events occurring before its entry into force.

## **Article 12. Final Provisions**

1. This Agreement shall enter into force thirty days after the date when both Contracting Parties notify each other in writing that they have completed the internal procedures necessary for the entry into force of this Agreement. This Agreement shall remain in force for ten years and will continue to remain in force, unless terminated in accordance with paragraph 2 of this Article.

2. Any Contracting Party may, for one year notice to the other Contracting Party, terminate this Agreement at the end of the initial ten year period or at any time after this period.

3. In the case of the official notification of the termination of this

Agreement, the provisions of Articles 1-10 will continue in force for the next ten years in respect of investments made prior

to the official notification of the intention to terminate this Agreement.

Done in Nicosia 29 May 1998 in duplicate in the Russian, Greek and English languages, all texts being equally authentic. In case of discrepancies, preference will be given to the English text.