

# **AGREEMENT BETWEEN THE REPUBLIC OF UZBEKISTAN AND THE REPUBLIC OF POLAND ON MUTUAL PROMOTION AND INVESTMENT PROTECTION**

The Republic of Poland and the Republic of Uzbekistan, hereinafter referred to as "the Contracting Parties",

Striving to expand economic cooperation with mutual benefit for both States,

Recognizing the need to promote and protect foreign investment in order to create and maintain favorable conditions for investment by investors of one Contracting Party in the territory of the other Contracting Party,

Recognizing the need to promote and protect foreign investment in order to contribute to the economic boom of both States,

Have agreed as follows:

## **Article 1. Definitions**

For the purposes of this Agreement:

1) The term "investor" means for each of the Contracting Parties:

a) Natural persons holding the nationality of the Contracting Party concerned;

b) Legal persons, in particular companies, corporations, trade associations and other organizations, duly formed or organized in a manner consistent with the law of the State in whose territory they are established and carry out their real estate activities;

2) The term "investment" means property, and in particular:

a) Movable and immovable property as well as any other property rights such as mortgage, merchant's right to detain, pledge;

b) Shares, shares, contributions and bonds or any other type of interest in the company;

c) Cash claims or claims for other benefits of economic value;

d) Intellectual, commercial and industrial property rights such as copyrights, patents, utility models, industrial designs and designs, trademarks, trade names, production and trade secrets, production technologies, know-how and goodwill; know-how and goodwill;

e) The right to conduct business, including concessions for the exploration, extraction or exploitation of natural resources;

3) Changing the form of investment does not change its character as an investment;

4) The term "revenue" means the amounts of money derived from the investments referred to in paragraph 2 of this Article and includes, in particular, profits, interest, dividends, royalties, fees or other forms of remuneration, Interest, dividends, royalties, fees or other forms of remuneration;

5) The term "territory" shall mean respectively the territory of the Republic of Poland or the territory of the Republic of Uzbekistan over which each of the Contracting Parties exercises sovereign rights and jurisdiction in accordance with international law.

## **Article 2. Scope of Application**

This Agreement shall apply to investments in the territory of one Contracting Party made in accordance with its laws and regulations by investors of the other Contracting Party if they were made after 1 September 1992.

### **Article 3. Promotion and Approval of Investment**

1. Each Contracting Party shall encourage investment in the territory of its State of investors of the State of the other Contracting Party and shall authorize such investments.
2. If a Contracting Party has granted an investment in its territory, that Party shall grant, in accordance with its legislation, the necessary authorizations for such investment.

### **Article 4. Protection and Treatment of Investment**

1. Each Contracting Party guarantees, in accordance with its own legislation, full and unconditional legal protection of investments made by investors of the other Contracting Party.
2. Each Contracting Party shall ensure in its territory fair and equal treatment of the investments and income of investors of the other Contracting Party, which shall be no less favorable than the investments and income of its own investors and the investments and income of investors of any third country.
3. The provisions of this Agreement concerning the most-favored-nation clause may not be interpreted as requiring one of the Contracting Parties to extend to the investors of the other Contracting Party the benefits, preferences and privileges of:
  - a) Membership in an existing or future customs union, free trade zone, common market or any other form of regional economic integration;
  - b) Any double taxation agreement or other tax arrangements.

### **Article 5. Transfer of Payments**

1. Each Contracting Party on whose territory investments have been made by investors of the other Contracting Party will grant these investors free transfer of payments related to those investments, and in particular:
  - a) Interest, dividends, profits and other current income;
  - b) Repayment of loans;
  - c) Amounts intended to cover the cost of managing the investment;
  - d) Royalties and other payments resulting from the rights referred to in Article 1 (2) (c), (d) and (e) of this Agreement, points (c), (d) and (e) of this Agreement;
  - e) Capital and additional amounts necessary to maintain or extend the investment;
  - f) Receipts from the sale or partial or total liquidation of investments, including capital gains;
  - g) Remuneration received by a citizen of the other Contracting Party employed in connection with an investment made in the territory of the first Contracting Party.
2. Transfers will be made without delay in convertible currency at the rate applicable on the day of transfer and in accordance with the procedure provided for by the legislation of the State of the Contracting Party in whose territory the investment was made.

### **Article 6. Expropriation and Compensation**

1. Neither Contracting Party shall take, directly or indirectly, any expropriation, nationalization or other action of equal or opposite effect to investments of investors of the other Contracting Party unless these activities are undertaken in the public interest and will not have Discriminatory character and will be taken in accordance with the proper legal procedure, as well as effective and proper compensation. Such compensation will correspond to the market value of the expropriated investment immediately prior to expropriation or before the expropriation becomes publicly known (whichever is the case) and will include interest on the value of the expropriated investment from the date of expropriation and will be freely transferable. The amount of compensation will be determined in convertible currency and will be paid without undue delay to the eligible person, irrespective of his / her place of residence or residence. The term "transfer without undue delay"

means the transfer made during the period normally required to complete the transfer formalities. The period starts on the day the application is submitted and can not exceed 3 months.

2. Investors of the State of one of the Contracting Parties whose investments have suffered losses due to war or any other armed conflict, riots, exceptional conditions or other similar events occurring in the territory of the State of the other Contracting Party shall be treated as regards the restoration, Compensation or other compensation for losses - in accordance with the provisions of paragraphs 1 and 2 of Article 4 of this Agreement.

## **Article 7. More Favorable Treatment Clause**

Where the legislation or other legislation of a Contracting Party or existing obligations between the Contracting Parties in accordance with international law contains additional regulations which, in general or in detail, provide for investments made by investors of the other Contracting Party to treatment more favorable than provided for in this Agreement. , Such regulations as they are more favorable will take precedence over this agreement.

## **Article 8. Subrogation**

1. If a Contracting Party or any of its agencies make a payment to any of its investors under a guarantee or insurance concluded in connection with an investment, the other Contracting Party considers that the first contracting party or its agency has taken any rights or claims of the investor. A Contracting Party or any of its agencies which has taken over the investor's rights is entitled to the same rights as the investor and to exercise such rights in the same scope, subject to the investor's obligations with respect to the person thus insured.

2. In the case of the subrogation referred to in paragraph 1 of this Article, the investor shall not make claims unless otherwise authorized by the Contracting Party or any of its agencies. Section 1 of this Article shall not pursue any claims unless otherwise authorized by the Contracting Party. Or any of its agencies.

## **Article 9. Disputes between the Contracting Parties**

1. Disputes between the Contracting Parties concerning the interpretation and application of the provisions of this Agreement shall be settled by diplomatic means.

2. If both Contracting Parties fail to reach an agreement within twelve months of the date of the dispute, the dispute shall be submitted to the arbitral tribunal of three members at the request of any Contracting Party. Each Contracting Party will designate one arbitrator, and the elected arbitrators shall nominate a chairman who will be a national of a non-Contracting Party with diplomatic relations with both Contracting Parties.

3. If one of the Contracting Parties fails to elect its arbitrator and does not join the other Contracting Party to make such a selection within two months, the arbitrator shall be appointed by the President of the International Court of Justice at the request of that Contracting Party.

4. If both arbitrators can not reach an agreement on the choice of chairman within two months of the date of their appointment, they will be appointed by the President of the International Court of Justice at the request of either Contracting Party.

5. If, in the cases referred to in paragraphs 3 and 4 of this Article, the President of the International Court of Justice can not fulfill the said function or if he is a national of one of the Contracting Parties, the Vice-President shall designate him or her, and if he can not fulfill that function or be a national of one of the Contracting Parties The President of the International Court of Justice can not fulfill this function, or if he or she is a national of one of the Contracting Parties, the appointment will be made by the Vice-Chairperson, and the appointments will be made by the Vice-President. If he can not fulfill this function or is a national of one of the Contracting Parties, the appointment will be made by the oldest senior judge of the Tribunal, who is not a national of neither of the Contracting Parties.

6. Without prejudice to other provisions between the Contracting Parties, the tribunal shall determine its procedure. The Court shall rule by a majority of votes.

7. Each Contracting Party shall bear the costs of its own arbitrator and of its participation in the arbitration proceedings; The costs of the chairman and the remaining costs shall equally cover the Contracting Parties. However, the Court may, in its ruling, establish a greater share of the costs of one of the Contracting Parties and such a ruling shall be binding on both Contracting Parties.

8. Judgments of the tribunal are final and binding on each of the Contracting Parties.

## **Article 10. Disputes between the Contracting Party and the Investor of the other Contracting Party**

1. Subject to the provisions of Article 9 of this Agreement, interested parties shall consult between themselves. Article 9 of this Agreement shall be consulted between interested parties in the context of consultation between the Contracting Party and the investor of the other Contracting Party.

2. If consultation fails to resolve within six months of the date of the written request for initiation of a consultation, the parties to the dispute may proceed as follows:

a) The dispute relating to the obligations under Article 5 and Article 6 of this Agreement shall be submitted to the arbitral tribunal at the request of the investor. Article 5 and Article 6 of this Agreement shall be submitted to the arbitral tribunal at the request of the investor.

b) A dispute not referred to in paragraph 2 (a) of this article shall be submitted with the consent of both parties to the arbitration tribunal. (A) This article shall be forwarded by the parties to the arbitration tribunal with the agreement of both parties.

3. The arbitral tribunal will be set up for each individual case. Unless the parties to the dispute agree otherwise, each of them will appoint one arbitrator. Appointed arbitrators will elect a president who will be a third-country national. Arbitrators should be appointed within two months from the date of receipt of the request for referral to the arbitral tribunal and the chairman within the next two months.

4. If the terms mentioned in paragraph 3 of this article are not respected, one of the parties to the dispute may, for lack of other findings, request the President of the Court of Arbitration at the International Chamber of Commerce in Paris to make the necessary appointments. If the President is unable to perform the said function or is a national of a Contracting Party, the provisions of Article 9 of this Agreement shall apply mutatis mutandis. Article 3 of this Article shall not be respected. Come to the President of the Court of Arbitration at the International Chamber of Commerce in Paris to make the necessary appointments. If the President is unable to perform the said function or is a national of a Contracting Party, the provisions of Article 9 of this Agreement shall apply mutatis mutandis.

5. Unless otherwise agreed by the parties to the dispute, the tribunal shall determine its course of action. Decisions are final and binding. Each Contracting Party shall ensure the recognition and enforcement of arbitration awards.

6. Each party to the dispute will bear the costs of its member of the Tribunal and its own participation in the arbitration proceedings; The costs of the chairman and other costs will be borne equally by the parties to the dispute. However, the tribunal may, in its ruling, decide on a different proportion of the costs borne by one party and that decision will be binding on both parties.

7. A Contracting Party which is a party to a dispute may not, at any stage of the arbitration or enforcement of a judgment, rely on the fact that the investor has received compensation as a result of the insurance contract covering all or part of the damage suffered.

8. Where both Contracting Parties become parties to the Convention of 18 March 1965 on the Settlement of Investment Disputes between States and Nationals of Other States, disputes shall be submitted to the International Center for Settlement of Disputes as follows: The disputes referred to in paragraph 2 (a) of this Disputes referred to in paragraph 2 (b) of this article - with the consent of both parties to litigation. er a) of this article - at the request of the investor and the disputes mentioned in paragraph 2 (b) of this article - with the consent of both parties dispute.

## **Article 11. Final Provisions**

1. Contracting Parties shall exchange notes on the fulfillment of the legal requirements provided for in the legislation of each of the Contracting Parties as regards the entry into force of international agreements. This agreement will enter into force on the day of receiving the later note.

2. This agreement will remain in force for a period of ten years. Its validity is automatically extended for successive five-year periods if no Contracting Party notifies the other Contracting Party in writing, twelve months before the expiry of the period of validity, of the intention to denounce this Agreement.

3. With respect to investments made prior to the date of termination of this Agreement, in the event of termination of this Agreement, the provisions of Articles 1 to 10 shall remain in force for a further period of ten years from the date of its termination. Articles 1 to 10 shall remain in force for a further period of ten years from the date of its termination.

DONE at Warsaw on January 11, 1995, in two original copies each in the Uzbek, Polish and Russian languages, all texts being equally authentic.

In the event of divergences in the interpretation of the terms of the contract, the Contracting Parties shall accept as meaningful Russian text.

On behalf of the Government of the Polish Republic

K. Kalicki

On behalf of the Government of the Republic of Uzbekistan

U. Sultanov