

# **AGREEMENT between the Government of Ukraine and the Government of the Hellenic Republic on promotion and mutual protection of investments**

The Government of Ukraine and the Government of the Hellenic Republic, hereinafter referred to as the "Parties"

Desiring to intensify economic cooperation to the mutual benefit of both States,

Intending to create and maintain favorable conditions for investments by investors of one State in another State, and

Recognizing that the promotion and reciprocal protection of investments under this Agreement will stimulate business initiatives in this area,

Agree as follows:

## **Article 1. Definition**

For the purposes of this Agreement:

1. The term "investment" would cover any kind of assets invested by an investor of one Contracting Party in the territory of the other Contracting Party under the laws and regulations of the latter and shall include, in particular, but not exclusively:

(A) movable and immovable property, as well as any other rights such as mortgages, liens, pledges and similar rights;

(B) shares, stocks and debentures of companies or any other form of participation in a company;

(C) claims to money or any performance obligations under the contract having an economic value associated with an investment;

(D) intellectual property rights, including copyrights, trademarks, patents, industrial designs, technical processes, know-how, trade secrets, trade names and goodwill associated with an investment;

(E) any right conferred by law or contract any licenses and permits pursuant to law, including concessions to search for, extract or exploit natural resources.

Any change in the form in which investments are made shall not affect their character as investments.

2. The term "investor" means any natural or legal person who invests in the territory of the other Contracting Party:

(A) The term "natural person" means any natural person having the nationality of either Contracting Party in accordance with its laws;

(B) The term "legal person" shall mean with respect to either Contracting Party:

i) to Ukraine:

- Any entity registered or constituted and properly defined entity under its laws;

- Any organization of individuals without legal personality but considered as a company in accordance with its laws;

ii) to the Hellenic Republic;

- Legal entities established under the laws of the Hellenic Republic.

3. The term "returns" means amounts yielded by an investment and in particular, though not exclusively, profits, interest, capital gains, dividends, royalties and fees.

4. The term "territory" means in respect of each Contracting Party in the territory under its sovereignty and the sea and submarine areas over which that Contracting Party shall, in accordance with international law, sovereignty, sovereign rights or jurisdiction.

## **Article 2. Promotion and Protection of Investments**

1. Each Party shall encourage and create favorable conditions for investors of the other Contracting Party to make investments in its territory and admit such investments in accordance with its laws and regulations.

2. Investments of investors of either Contracting Party shall enjoy full protection and security in the territory of the other Contracting Party. Each Contracting Party shall ensure that the management, maintenance, use, enjoyment or disposal of investments in its territory by investors of the other Contracting Party in any case not be lower unjustified or discriminatory measures.

3. Gains from investments enjoy the same remedies as initial investment.

## **Article 3. Investment Regime**

1. Each Party shall provide in its territory to investments and returns of investors of the other Contracting Party, which is fair and equitable and not less favorable than that it accords to investments and returns of its own investors or to investments and returns of investors of any third States that this is more favorable.

2. Each Party shall provide in its territory to investors of the other Contracting Party in regard to the management, maintenance, use, enjoyment or disposal of their investments, treatment which is fair and equitable and not less favorable than that it accords to its own investors or any other State that it is more favorable.

3. The provisions of paragraphs 1 and 2 shall not be construed so as to oblige one Contracting Party to extend to investors of the other the benefit of any treatment, preference or privilege which may be extended by the former Contracting Party arising from:

(A) any existing or future regional, economic union, free trade area, customs union, common market or other similar international agreement, as well as with other forms of regional economic cooperation, of which there are or may be each Contracting Party;

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

## **Article 4. Compensation for Losses**

1. When investments by investors of either Contracting Party suffer losses owing to war, armed conflict, state of national emergency, revolt, insurrection, riot or other similar events in the territory of the other Contracting Party, they will be given the latter Contracting Party treatment, as regards restitution, indemnification, compensation or other settlement, not less favorable than that which the latter Contracting Party to its own investors or investors of any third State which is the most favorable.

2. Without prejudice to paragraph 1 of this Article, investors of one Contracting Party who in any of the events referred to in that paragraph suffer losses in the territory of the other Contracting Party resulting from:

(A) requisitioning of their property by its forces or authorities;

(B) destruction of their property by its forces or authorities, which was caused in combat action or was not required by the necessity of situation, shall be accorded just and adequate compensation for the losses sustained during the period of requisitioning or as a result of the destruction of property. Resulting payments shall be freely transferable in freely convertible currency without delay.

## **Article 5. Expropriation**

1. Investments of investors of either Contracting Party shall not be nationalized, expropriated or subjected to measures having effect equivalent to nationalization or expropriation hereinafter referred to as "espropriatsiya" on the territory of the other Contracting Party except for a public purpose. The expropriation shall be carried out under due process of law, without discrimination and accompanied by provisions for the payment of prompt, adequate and effective compensation. Such compensation shall amount to the market value of the expropriated investment when the expropriation or impending

expropriation became public knowledge, shall include interest from the date of expropriation, shall be made without delay, will be effectively realizable and freely transferable in a freely convertible currency.

2. The investor will have the right to prompt review by a judicial or other independent authority of the Contracting Party of its case and evaluate its investment in accordance with the principles set out in this Article.

3. The provisions of paragraph 1 of this Article shall also apply where a Contracting Party expropriates the assets of a company that received the status of the company, or organized under applicable to any part of its own territory rights, and in which investors of the other Contracting Party own shares.

## **Article 6. Transfers**

1. The Contracting Parties shall guarantee the transfer of payments related to investments and returns. Transfers shall be made in freely convertible currency, without any restriction and undue delay. Such transfers include in particular, but not exclusively:

(A) capital and additional amounts to maintain or increase investments;

(B) profits, interest, dividends and other current income;

(C) funds in repayment of loans;

(D) royalties or fees;

(E) proceeds of sale or liquidation of all or part of the investment;

(F) the earnings of individuals recruited from abroad, according to the laws and regulations of the Contracting Party in which investments have been made.

2. For the purposes of this Agreement, exchange rate considered courses approved by the Central Bank of the Contracting Party in which the investment is made valid at the time of transfer, unless otherwise provided.

## **Article 7. Subrogation**

If the investment of an investor of either Contracting Party are insured by the Contracting Party or its designated agency against non-commercial risks under the current system guarantees that any insurer or perestrahuvacha subrogation rights in the said investor pursuant to the terms of such insurance shall be recognized by the other Contracting Party.

## **Article 8. Disputes between the Contracting Party and an Investor of Another Contracting Party**

1. Any dispute which may arise between an investor of one Contracting Party and the other Contracting Party in connection with an investment in the territory of the other Contracting Party shall be subject to negotiations on the declaration of the Contracting Party party to the dispute, according to a written statement of the investor, in his requirement.

2. If any dispute between an investor of one Contracting Party and the other Contracting Party can not be thus settled during the six months from the date of receipt of the application, interested investor may refer the dispute to:

(A) competent courts or arbitrators Contracting Party in which the investment is made, or

(B) International Centre for Settlement of Investment Disputes (ICSID), referring to the relevant provisions of the Convention on the Settlement of Investment Disputes between States and Nationals of other States opened for signature in Washington, DC March 18, 1965, when both Contracting Parties have become a party to this Convention, or

(C) an arbitrator or international ad hoc arbitral tribunal established under the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL). The parties to the dispute may agree in writing to modify these Rules. The arbitration shall be final and binding on both parties to the dispute.

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

1. Disputes between the Contracting Parties concerning the interpretation or application of this Agreement shall, if possible, be settled through consultation or negotiation on the application of either Contracting Party, in accordance with written notification.

2. If the dispute to be thus settled within six months from the date of receipt of the notification, it is at the request of either Contracting Party be submitted to an arbitral tribunal under this Article.
3. The Arbitral Tribunal constituted for each individual case in the following way: within two months of receipt of the request for arbitration, each Contracting Party shall appoint one member of the Court. These two members shall then select a national of a third State who on approval by the Contracting Parties shall be appointed Chairman of the Tribunal (hereinafter referred to as the "Chairman"). The Chairman shall be appointed within three months from the date of appointment of the other two members.
4. If within the periods specified in paragraph 3 of this Article the necessary appointments have not been made, will be invited President of the International Court of Justice to make appointments. If it turns out that he is a citizen of either Contracting Party or if he is otherwise prevented from discharging the said function, shall be invited the Vice President to make the appointments. If the Vice President is a national of either Contracting Party or prevented from discharging the said function, the member of the International Court of Justice next in seniority who is not a citizen of either Contracting Party shall be invited to make the appointments.
5. The Arbitral Tribunal shall reach its decision by majority vote. Such decisions will be binding. Each Contracting Party shall bear the cost of its own arbitrator and its representation in the arbitral proceedings cost of the Chairman and the remaining costs shall be borne in equal parts by the Contracting Parties. The tribunal shall determine its own procedure.

## **Article 10. Application of other Rules and Special Commitments**

1. If both Contracting Parties are also parties under any international agreements, under which investments and returns of investment investors of the other Contracting Party provided more favorable conditions than those provided in this Agreement, it shall apply these more favorable conditions.
2. If the treatment to be accorded by one Contracting Party to investors of the other Contracting Party in accordance with its laws and regulations or other specific provisions of contracts is more favorable than that accorded by this Agreement, will be given more favorable.

## **Article 11. Scope of this Agreement**

The provisions of this Agreement shall apply to investments made by investors of one Contracting Party in the territory of the other Contracting Party both before and after the entry into force of this Agreement.

## **Article 12. Entry Into Force, Duration and Termination**

1. Each Party shall notify the other of the completion of the procedures required by its law for the entry into force of this Agreement. This Agreement shall enter into force 30 days after receiving the second message notyfikatsiyonho.
2. This Agreement shall be valid for ten years and will remain in force until either Contracting Party does not warn of writing for 1 year before the date of termination of this Agreement, if there is such an intention.
3. In respect of investments made prior to the termination of this Agreement, this Agreement shall remain in force for a period of ten years from the date of termination.

IN WITNESS WHEREOF, the undersigned, besides being duly authorized, have signed this Agreement.

Signed in the city. Kiev 1 September 1994 in two originals, each in Ukrainian and Greek languages, both texts being equally authentic.

(signature)

(signature)