

# Agreement Between the Cabinet of Ministers of Ukraine and the Government of the Hashemite Kingdom of Jordan on Mutual Assistance and Protection of Investments

The Cabinet of Ministers of Ukraine and the Government of the Hashemite Kingdom of Jordan, hereinafter referred to as the "Contracting Parties";

Desiring to promote greater economic cooperation between them in relation to investments made by investors of one Contracting Party in the territory of the other Contracting Party;

Recognizing that the Agreement on the regime to be applied to such investments will contribute to the movement of private capital and economic development of both States;

Agreeing that a solid framework for investment will increase the efficiency of the use of economic resources and raise living standards;

Deciding to conclude an Agreement on Mutual Assistance and Protection of Investments;

Have agreed as follows:

## Article 1. Definition

For the purposes of this Agreement:

1. The term "investment" means any type of assets invested by investors of one Contracting Party in the territory of the other Contracting Party in accordance with the laws of the latter and includes, but are not limited to:

A. Movable and immovable property as well as any other property rights such as mortgages, rights of custody, pledges, usufruct and similar rights;

B. Shares, securities, debentures and any other forms of participation in the company;

C. Requirements for money or performance of obligations;

D. Intellectual Property Rights, as defined in multilateral agreements concluded under the auspices of the World Intellectual Property Organizations in which both Contracting Parties are Parties, including copyright and related rights, industrial property rights, trademarks, patents, industrial designs, technical processes, plant variety rights, know-how, trade secrets, trademarks and goodwill, but not limited to them;

E. The right to engage in economic and commercial activities provided under law or by contract, including concessions for exploration, processing, extraction and exploitation of natural resources.

Any change in the form of assets invested or reinvested will not affect their character as investments, provided that such changes are not in conflict with the issued permits, if any, for the assets that were invested from the outset.

2. The term "investor" means for any Contracting Party:

A. An individual, a citizen of a Contracting Party, who is investing in the territory of the other Contracting Party;

B. A legal entity registered, created or otherwise duly organized in accordance with the law of a Contracting Party having an office and engaged in genuine business activities in the territory of the same Contracting Party and carries out investments in the territory of the other Contracting Party.

3. The term "profit" refers to income received from an investment and includes, but is not limited to, income, dividends, interest, capital gains, royalties, fees for patents and licenses, and other fees.

4. The term "without delay" means the period normally required to complete all necessary formalities for the transfer of payments. This period begins on the day the request for payment is submitted and in no case may exceed one month.
5. The term "freely convertible currency" means any currency that is from time to time determined by the International Monetary Fund as a freely usable currency in accordance with the articles of the Agreement on the International Monetary Fund and any amendments thereto.
6. The term "territory" means, respectively, the landward territory of Ukraine or the territory of the Hashemite Kingdom of Jordan as well as the maritime areas adjacent to the outer coastline of the territorial sea, including the seabed and subsoil of any of the two above-mentioned territories, for which the relevant The state exercises, in accordance with international law, sovereign rights and jurisdiction.

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

1. Each Contracting Party shall encourage and create favorable conditions for investors of the other Contracting Party to invest in its territory and recognize such investments in accordance with its legislation.
2. In order to encourage mutual investment flows, each of the Contracting Parties shall endeavor to inform the other Contracting Party at the request of any Contracting Party regarding the investment opportunities in its territory.
3. Each of the Contracting Parties shall provide, as appropriate, in accordance with its legislation, without delay, the permits required in connection with the activities of consultants or experts employed by investors of the other Contracting Party.
4. Each Contracting Party shall, in accordance with its laws relating to the travel, stay and work of individuals, give due consideration and due regard, regardless of nationality, to the requests of key personnel, including senior management and technical personnel hired for the purpose of Making investments in its territory in relation to entry, temporary stay and work in its territory. The same family members of such main personnel shall be treated in the same way as for the entry and temporary stay in the territory of the receiving Contracting Party.

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

1. Each Contracting Party shall ensure in its territory full protection and security of investments and profits of investors of the other Contracting Party. No Contracting Party shall prevent, through arbitrary or discriminatory measures, the development, management, maintenance, use, possession, distribution, sale and, if necessary, the liquidation of such investments.
2. Investments and profits of investors of one Contracting Party in the territory of the other Contracting Party shall be accorded fair and equitable treatment in accordance with international law.

## **Article 4. National Regime and Most Favored Nation Regime**

1. No Contracting Party shall grant in its territory, on investments and profits of investors of the other Contracting Party, treatment less favorable than that accorded to investments and profits of its own investors or to investments and profits of investors of any third State, whichever is the most favorable. For interested investors.
2. No Contracting Party shall, in its territory, grant to investors of the other Contracting Party, in respect of the acquisition, distribution, operation, management, storage, possession, use, sale and disposal of its investments, a less favorable treatment than that accorded to its own investors or to investors of any third Country, whichever is most favorable to interested investors.
3. Each Contracting Party grants investors of the other Contracting Party, their investments and income the best of the regimes required by paragraphs 1 and 2 of this article, whichever is most favorable to investors or investments and profits.
4. None of the Contracting Parties in its territory shall apply coercive measures on investments of investors of the other Contracting Party concerning the purchase of materials, means of production, equipment, transport, trade in its products, or similar measures of an unjustified and discriminatory nature.
5. The provisions of paragraphs 1 and 2 of this article are not to be construed as obliging a Contracting Party to extend to investors of the other Contracting Party the advantages of any regime, preferences or privileges that may be extended by the first Contracting Party on the basis of:
  - A. Any existing or future customs union or economic or monetary union, or free trade area, or similar international

agreements to which the Contracting Parties are or can become parties in the future;

B. Any international agreement or arrangement that relates in whole or in part to taxation matters.

## **Article 5. Expropriation**

1. A Contracting Party shall not nationalize or expropriate, directly or indirectly, on its territory investments of investors of the other Contracting Party and shall not take other measures having equivalent effect (hereinafter referred to as "expropriation"), except:

A. For public interest

B. On a non-discriminatory basis

C. In accordance with the due process of law, and with the provision of immediate, adequate and effective compensation.

2. The compensation will be paid without delay.

3. Compensation equals fair market value of expropriated investment immediately before implementation of expropriation. Fair market value will not reflect changes in the cost due to the fact that expropriation has become pre-commonly known.

4. Compensation must be such that it is effectively implemented and freely transferable.

5. An investor of a Contracting Party who has suffered from expropriation by another Contracting Party shall have the right to be heard immediately, including an assessment of his investments and the payment of compensation, in accordance with the provisions of this article, by the courts or other competent and independent authorities of the latter Contracting Party.

## **Article 6. Compensation for Damages**

1. When investments of investors of either Contracting Party result in damage caused by war or other armed conflict, public disturbances, state of emergency, revolution, insurrection or other similar events in the territory of the other Contracting Party, they will be granted the last Contracting Party a regime for restitution, compensation, Indemnification or other type of payment, no less favorable than the treatment accorded by the last Contracting Party to its own investors or investors of any third State, whichever is ybilsh favorable to the investors concerned.

2. Without prejudice to the provisions of paragraph 1 of this article, investors of one Contracting Party who, during any of the events referred to in this paragraph, suffer losses or losses in the territory of the other Contracting Party arising from:

A. Requisitioning of their property or part thereof by forces or bodies;

B. The destruction of their property or part thereof by forces or organs that was not caused by military actions or was not necessary in accordance with the situation,

Adequate, effective and effective compensation or restitution for losses or losses incurred during the period of the requisition as a result of the destruction of their property. The emerging payments are made in freely convertible currency and repaid without delay.

## **Article 7. Remittances**

1. Each Contracting Party shall ensure that all payments relating to investments in its territory by investors of the other Contracting Party may be transferred freely and without delay to and from its territory. Such remittances will include, but are not limited to:

A. Initial capital and additional amounts to maintain or increase investment;

B. Profits;

C. Payments under contracts, including under a loan agreement;

D. And. Proceeds from the sale or liquidation of investments in general or in any part thereof;

E. Compensation payments in accordance with Articles 5 and 6 of this Agreements;

F. Payments arising out of settlement of investment disputes;

G. Earnings and other remuneration of personnel recruited abroad in connection with the investment.

2. Each Contracting Party shall ensure that transfers in accordance with paragraph 1 of this article are made in a freely convertible currency in accordance with the market rate of exchange ruling that was in force on the date of transfer and without delay.

3. Each Contracting Party shall ensure that the interest rate is LIBOR. Will be credited with the indemnity for the period commencing from the moment of the occurrence of the events specified in Articles 5 and 6 and expires on the day of transfer of payments, and payments will be made in accordance with the provisions of paragraphs 1 and 2 of this article.

## **Article 8. Subrogation**

1. If one Contracting Party or its appointed intermediary (for the purposes of this Article, the "First Contracting Party") makes payments in accordance with the reimbursement granted in connection with an investment in the territory of the other Contracting Party (for the purposes of the article, "the other contracting party") The other Contracting Party shall recognize:

A. The transfer to the First Contracting Party by law or in accordance with a lawful agreement of any right or claim right of the party to whom the indemnity is paid; and

B. The receipt by the First Contracting Party of the right to use such rights and to impose such claims as a result of subrogation, insofar as the party to whom the indemnity is paid may do, and take on the obligations associated with that investment.

2. The first Contracting Party is entitled in all cases to:

A. The same treatment with respect to the rights, claims and obligations received by it as a result of appointment; and

B. Any payments received in accordance with such rights and requirements, as the party to whom the indemnity is paid has acquired the right to receive them in accordance with this Agreement in respect of the relevant investments and profits.

## **Article 9. Application of other Obligations**

1. If the provisions of the law of any Contracting Party or international obligations existing at that time or which arise further between the Contracting Parties in addition to this Agreement contain provisions of general or special law which grant investment to investors of the other Contracting Party More favorable than that provided for in this Agreement, such rules will prevail over this Agreement to the extent that this regime is more favorable.

2. Each Contracting Party shall fulfill any contractual obligation that it may have with respect to an investor of the other Contracting Party in respect of investments approved by it in its territory.

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

1. Any investment dispute between a Contracting Party and an investor of the other Contracting Party is resolved through negotiations.

2. If, in accordance with paragraph 1 of this Agreement, the dispute can not be resolved within six (6) months from the date of receipt of the written notice, the dispute, at the request of the investor, shall be resolved:

A. The competent court of the Contracting Party, or

B. Through conciliation procedures or arbitration proceedings at the International Center for the Settlement of Investment Disputes (ICSID), established by the Convention on the Settlement of Investment Disputes between States and Foreign Citizens, opened for signature in Washington on March 18, 1965. In the case of arbitration, each Contracting Party hereby agrees without delay with this Agreement in advance, even in the absence of a separate arbitration agreement between the Contracting Party and the investor, for the transfer of any such dispute to this Center. This agreement provides for the waiver of the requirement to exhaust domestic administrative and legal remedies; or

C. An arbitration tribunal of three arbitrators in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL), as amended by both Contracting Parties at the time of filing a request for the initiation of an arbitration procedure. In the case of arbitration, each Contracting Party shall, without delay, agree without delay, even in the absence of a separate arbitration agreement between the Contracting Party and the investor, to transfer any dispute

to the aforementioned court; or

D. And. Arbitral Tribunal in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC).

3. The decision must be final and binding; It must be carried out in accordance with national law; The Contracting Parties shall ensure the recognition and enforcement of the arbitral award in accordance with the relevant legislation.

4. A Contracting Party which is not a party to the dispute will not, at any stage of the conciliation, arbitration process or execution of the decision, protest against the investor who is the other party to the dispute regarding the fact that he has received a refund by virtue of a guarantee covering the share Or all losses.

5. An investor who has submitted a dispute to a national court in accordance with paragraph 2 (a) of this article or to one of the arbitral tribunals referred to in paragraph 2 (b) to (d) shall not transfer the dispute to another court. The choice of an investor regarding a court or arbitral tribunal is final and binding.

## **Article 11. Settlement of Disputes between the Contracting Parties**

1. Disputes between the Contracting Parties concerning the interpretation or application of this Agreement shall be settled, if possible, by negotiation.

2. If the dispute in accordance with paragraph 1 of this article can not be settled within six (6) months, it will be submitted to the arbitral tribunal at the request of either Contracting Party.

3. Such an Arbitration Court shall be established by the parties as follows: each of the Contracting Parties shall appoint one arbitrator, the two arbitrators shall agree on the candidacy of a third-country national for the post of chair of the court. Such arbitrators shall be appointed within two (2) months from the date of receipt by one of the Contracting Parties of a notice from the other Contracting Party of its intention to refer the dispute to an arbitral tribunal whose chairman is appointed within the next two (2) months.

4. If the terms specified in paragraph 3 of this article are not complied with, any Contracting Party, in the absence of any Other appropriate arrangement, may apply to the President of the International Court of Justice for the necessary appointment. If the President of the International Court of the UN is a national of either Contracting Party or if other reasons prevent him from fulfilling the said function, he shall, with the request, address the Vice-President or, failing this, to a member of the International Court of Justice of the United Nations who is the next of his seniority on those Under the conditions to make the necessary appointments.

5. The court sets its own rules of procedure.

6. The Arbitral Tribunal shall take its decisions by virtue of this Agreement and in accordance with the rules of international law. Decisions will be made by majority vote and are final and binding.

7. Each Contracting Party shall bear the costs of its member of the court and his legal representative during the arbitration proceedings. Head costs and other expenses will be divided equally between the two Contracting Parties. However, the court may, in its decision, determine another allocation of costs.

## **Article 12. Application of this Agreement**

This Agreement applies to investments made before or after the entry into force of this Agreement, but will not apply to any investment disputes that may have occurred prior to the entry into force of the Agreement.

## **Article 13. Entry Into Force, Expiration and Termination**

1. The Agreement shall enter into force on the day of receipt of the last notification through the diplomatic channels by which one Contracting Party notifies the other Contracting Party of the completion of the internal procedures necessary for the entry into force of this Agreement.

2. This Agreement shall remain in force for a period of (10) ten years and shall be continued for subsequent periods of ten years, unless, one year before the end of the first or any subsequent period, one Contracting Party notifies the other Contracting Party of its intention to denounce the Agreement. In this case, the denunciation will take effect after the end of the current ten-year period.

3. In respect of investments made prior to the date of entry into force of the notification of denunciation of this Agreement, the provisions of this Agreement shall remain in force for a period of ten (10) years from the date of the denunciation of this

Agreement.

In witness whereof the undersigned, duly authorized by their respective Governments, have signed this Agreement.

Done in Kyiv on November 30, 2005 in duplicate, in the Ukrainian, Arabic and English languages, all three texts being equally authentic.

In case of divergence in the interpretation of the provisions of this Agreement, the English text will prevail.

For the Cabinet of Ministers for the Government of the Hashemite Kingdom of Jordan