AGREEMENT BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF TURKEY

AND

THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM

CONCERNING

THE RECIPROCAL PROMOTION AND PROTECTION OF

INVESTMENTS

The Government of the Republic of Turkey and the Government of the Socialist Republic of Viet Nam, hereinafter referred to as "the Contracting Parties",

Desiring to promote greater economic cooperation between them, particularly with respect to investment by investors of one Contracting Party in the territory of the other Contracting Party;

Recognizing that agreement upon the treatment to be accorded such investments will stimulate the flow of capital and technology and the economic development of the Contracting Parties;

Acknowledging that the encouragement and reciprocal protection of such investments will be conducive to the stimulation of business initiative and to the increase of prosperity in both Contracting Parties; and

Convinced that these objectives can be achieved without relaxing health, safety and environmental measures of general application;

Having resolved to conclude an agreement concerning the encouragement and reciprocal protection of investments;

Have agreed as follows:

ARTICLE 1
Definitions

For the purpose of this Agreement:

1. The term "investment" means every kind of asset, in the territory of one Contracting Party invested by an investor of the other Contracting Party, connected with business activities, acquired for the purpose of establishing lasting economic relations in the territory of a Contracting Party in conformity with its laws and regulations, and shall include in particular, but not exclusively:

(a) movable and immovable property, as well as any other property rights as mortgages, pledges and any other similar rights as defined in conformity with the laws and regulations of the Contracting Party in whose territory the property is situated,

(b) reinvested returns, claims to money or any other rights having financial value related to an investment,

(c) shares, stocks or any other form of participation in companies,

(d) industrial and intellectual property rights such as patents, industrial designs, technical processes, as well as trademarks, goodwill, know-how and other similar rights,

(e) business concessions conferred by law or by contract, including concessions related to natural resources;

provided that such investments are not in the nature of acquisition of shares or voting power less than 10 percent of a company through stock exchanges which shall not be covered by this Agreement.

Any change in the form in which assets or rights are invested or reinvested shall not affect their character as investments provided that such change is in accordance with the laws and regulations of the hosting Contracting Party.

2. The term "investor" means:

(a) natural persons deriving their status as nationals of a Contracting Party according to its laws and regulations,

(b) corporations, firms, business partnerships incorporated or constituted under the law in force of a Contracting Party and having their registered offices together with substantial business activities in the territory of that Contracting Party,

who have made an investment in the territory of the other Contracting Party.

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

4. The term "territory":

(a) as regards the Republic of Turkey, refers to land territory, internal waters, the territorial sea and the airspace above them, as well as the maritime areas over which Turkey has sovereign rights or jurisdiction for the purposes of exploration, exploitation and preservation of natural resources whether living or non-living pursuant to international law.

(b) as regards the Socialist Republic of Viet Nam, refers to its land territory, islands, internal waters, territorial sea and airspace above them as well as the maritime areas beyond territorial sea including seabed and subsoil over which it has jurisdiction or sovereign rights or sovereignty for the purposes of exploration, exploitation and conservation of natural resources, pursuant to national legislation and international law.

5. The term "freely convertible currency" means the currency that is widely used to make payments for international transactions and widely exchanged in principal international exchange markets.

ARTICLE 2
Promotion and Protection of Investments

1. Subject to its laws and regulations, each Contracting Party shall in its territory promote as far as possible investments by investors of the other Contracting Party.

2. Investments of investors of each Contracting Party shall at all times be accorded fair and equitable treatment and shall enjoy full protection in the territory of the other Contracting Party. Neither Contracting Party shall in any way impair by unreasonable or discriminatory measures the management, maintenance, use, enjoyment, extension, or disposal of such investments.

ARTICLE 3
Treatment of Investments

1. Subject to its laws and regulations, each Contracting Party shall admit in its territory investments on a basis no less favourable than that accorded in like circumstances to investments of investors of any third State.

2. Subject to its laws and regulations, each Contracting Party shall accord to investments of investors of the other Contracting Party, once established, treatment no less favourable than that accorded in like circumstances to investments of its investors.

3. Each Contracting Party shall accord to investments of investors of the other Contracting Party, once established, treatment no less favourable than that accorded in like circumstances to investments of investors of any third State.

4. The Contracting Parties shall within the framework of their national legislation give sympathetic consideration to applications for the entry and sojourn of persons of either Contracting Party who wish to enter the territory of the other Contracting Party in connection with the making and carrying through of an investment; the same shall apply to nationals of either Contracting Party who in connection with an investment wish to enter the territory of the other Contracting Party and sojourn there to take up employment. Application for work permits shall also be given sympathetic consideration.

5. (a) The provisions of this Article shall not be construed so as to oblige one Contracting Party to extend to the investors of the other Contracting Party the benefit of any treatment, preference or privilege which may be extended by the former Contracting Party by virtue of any international agreement or arrangement relating wholly or mainly to taxation.

(b) The non-discrimination, national treatment and most-favored nation treatment provisions of this Agreement shall not apply to all actual or future advantages accorded by either Contracting Party by virtue of its membership of, or association with a customs, economic or monetary union, a common market or a free trade area; to nationals or companies of its own, of Member States of such union, common market or free trade area, or of any other third State.

(c) For greater certainty, the obligation in this Article does not encompass a requirement for a Contracting Party to extend to investors of the other Contracting Party dispute resolution procedure other than those set out in this Agreement.

(d) The provisions of Article 2 and 3 of this Agreement shall not oblige one Contracting Party to accord investments of investors of the other Contracting Party the same treatment that it accords to investments of its own investors with regard to acquisition of land and real estates, and real rights upon them.

ARTICLE 4
Right to Regulate

1. Nothing in this Agreement shall be construed to prevent a Contracting Party from adopting, maintaining, or enforcing any non-discriminatory measures:

(a) designed and applied for the protection of human, animal or plant life or health, or the environment;

(b) related to the conservation of living or non-living exhaustible natural resources;

(c) imposed for the protection of national treasures of artistic, historic, archeological value.

2. Nothing in this Agreement shall be construed:

(a) to require any Contracting Party to furnish or allow access to any information the disclosure of which it determines to be contrary to its essential security interests;

(b) to prevent any Contracting Party from taking any actions that it considers necessary for the protection of its essential security interests

(i) relating to the traffic in arms, ammunition and implements of war and to such traffic and transactions in other goods, materials, services and technology undertaken directly or indirectly for the purpose of supplying a military or other security establishment,

(ii) taken in time of war or other emergency in international relations,

(iii) to protect critical public infrastructures, including communication, power and water infrastructures, from deliberate attempts intended to disable or degrade such infrastructures;

or

(iv) relating to the implementation of national policies or international agreements respecting the non-proliferation of nuclear weapons or other nuclear explosive devices; or

(c) to prevent any Contracting Party from taking action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

ARTICLE 5
Expropriation and Compensation

1. Investments shall not be expropriated, nationalized or subject, directly or indirectly, to measures of similar effects (hereinafter referred as expropriation) except for a public purpose, in a non-discriminatory manner, upon payment of prompt, adequate and effective compensation, and in accordance with due process of law and the general principles of treatment provided for in Article 3 of this Agreement.

2. Non-discriminatory legal measures designed and applied to protect legitimate public welfare objectives, such as health, safety and environment, do not constitute indirect expropriation.

3. Compensation shall be equivalent to the market value of the expropriated investment before the expropriation was taken or became public knowledge. Compensation shall be paid without delay and be freely transferable as described in Article 7.

4. In the event that payment of compensation is delayed, it shall carry an interest at a rate to be agreed upon by both parties unless such rate is prescribed by laws and regulations from the date of expropriation until the date of payment.

5. Notwithstanding paragraph 1, 2 and 3 above, any measure of expropriation relating to land shall be subject to the laws and regulations of the expropriating Contracting Party concerning the terms of such expropriation and the payment of compensation.

ARTICLE 6
Compensation for Losses

Investors of either Contracting Party whose investments suffer losses in the territory of the other Contracting Party owing to war, insurrection, civil disturbance or other similar events shall be accorded by such other Contracting Party treatment no less favourable than that accorded to its own investors or to investors of any third State, whichever is the most favourable treatment, as regards any measures it adopts in relation to such losses.

ARTICLE 7
Repatriation and Transfer

1. Upon fulfillment of all tax obligations, each Contracting Party shall permit in good faith all transfers related to an investment to be made freely and without delay into and out of its territory. Such transfers include:

(a) returns,

(b) proceeds from the sale or liquidation of all or any part of an investment,

(c) compensation pursuant to Article 5,

(d) reimbursements and interest payments deriving from loans in connection with investments,

(e) salaries, wages and other remunerations received by the nationals of one Contracting Party who have obtained in the territory of the other Contracting Party the corresponding work permits related to an investment,

(f) payments arising from an investment dispute.

2. Transfers shall be made in the convertible currency in which the investment has been made or in any convertible currency at the rate of exchange in force at the date of transfer, unless otherwise agreed by the investor and the hosting Contracting Party.

3. Paragraphs 1 and 2 above are without prejudice to the equitable and non-discriminatory application of a Contracting Party's laws and regulations relating to bankruptcy and insolvency and to ensure the execution and satisfaction of judgements in adjudicatory and administrative proceedings.

ARTICLE 8
Subrogation

1. If the investment of an investor of one Contracting Party is insured against non-commercial risks under a system established by law, any subrogation of the insurer, which stems from the terms of the insurance agreement between the investor and the insurer, shall be recognized by the other Contracting Party.

2. The insurer is entitled by virtue of subrogation to exercise the rights and enforce the claims of that investor and shall assume the obligations related to the investment. The subrogated rights or claims shall not exceed the original rights or claims of the investor.

3. Disputes between a Contracting Party and an insurer shall be settled in accordance with the provisions of Article 9 of this Agreement. Where the insurer has made a payment to the investor and has taken over rights and claims of the investor, the investor shall not pursue those rights and claims against that Contracting Party.

ARTICLE 9
Settlement of Disputes Between One Contracting Party and Investors of the Other Contracting Party

1. Any legal dispute arising directly out of an investment, between a Contracting Party and an investor of the other Contracting Party concerning an alleged breach of an obligation of the former under this Agreement, and which causes loss or damage to that investment, shall be endeavored to be settled by consultations and negotiations in good faith between the investor and the concerned Contracting Party. For this purpose, a written notification of negotiation including detailed information shall be submitted by the investor to the hosting Contracting Party.

2. If these disputes cannot be settled in this way within six (6) months following the date of the written notification mentioned in paragraph 1, the dispute can be submitted, as the investor may choose, to:

(a) the competent court of the Contracting Party in whose territory the investment has been made,

(b) the International Center for Settlement of Investment Disputes ("The Centre") set up by the "Convention on Settlement of Investment Disputes Between States and Nationals of other States", ("The Convention") in case both Contracting Parties become parties of this Convention,

(c) the Additional Facility of the Centre, if only one of the Contracting Parties is a party to the Convention; or

(d) an ad hoc arbitral tribunal which, unless otherwise agreed upon by the parties to the dispute, shall be established under the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL).

3. Once the investor has submitted the dispute to the one of the dispute settlement procedures mentioned in paragraph 2 of this Article, the choice of one of these procedures is final.

4. The arbitration tribunal shall take its decisions in accordance with the provisions of this Agreement, the laws and regulations of the Contracting Party involved in the dispute on which territory the investment is made (including its rules on the conflict of law) and the relevant principles of international law as accepted by both Contracting Parties.

5. Notwithstanding the provisions of paragraph 2 of this Article,

(a) only the disputes arising directly out of investment activities which have obtained necessary permission, if any, in conformity with the relevant legislation of the hosting Contracting Party on foreign capital, and that effectively started shall be subject to the jurisdiction of the International Center for Settlement of Investment Disputes (ICSID), or any other international dispute settlement mechanism as agreed upon by the Contracting Parties in paragraph 2 of this Article;

(b) the disputes, related to the property and real rights upon the real estates are totally under the jurisdiction of the hosting Contracting Party's courts and therefore shall not be submitted to jurisdiction of the International Center for Settlement of Investment Disputes (ICSID) or any other international dispute settlement mechanism; and

(c) With regard to the Article 64 of the "Convention on the Settlement of Investment Disputes between States and Nationals of other States":

The Republic of Turkey shall not accept the referral of any disputes arising between the Republic of Turkey and any other Contracting State concerning the interpretation or application of "Convention on the Settlement of Investment Disputes between States and Nationals of other States", which is not settled by negotiation, to the International Court of Justice.

6. The arbitration awards shall be final and binding for all parties in dispute. Each Contracting Party commits itself to execute the award according to its national law.

ARTICLE 10
Settlement of Disputes Between The Contracting Parties

1. The Contracting Parties shall seek in good faith and a spirit of cooperation a rapid and equitable solution to any dispute between them concerning the interpretation or application of this Agreement. In this regard, the Contracting Parties agree to engage in direct and meaningful negotiations to arrive at such solutions. If the Contracting Parties cannot reach an agreement within six (6) months after the beginning of disputes between themselves through the foregoing procedure, the disputes may be submitted, upon the request of either Contracting Party, to an arbitral tribunal of three members.

2. Within two (2) months of receipt of a request, each Contracting Party shall appoint an arbitrator. The two arbitrators shall select a third arbitrator as Chairman, who is a national of a third State. In the event either Contracting Party fails to appoint an arbitrator within the specified time, the other Contracting Party may request the President of the International Court of Justice to make the appointment.

3. If both arbitrators cannot reach an agreement about the choice of the Chairman within two (2) months after their appointment, the Chairman shall be appointed upon the request of either Contracting Party by the President of the International Court of Justice.

4. If, in the cases specified under paragraphs 2 and 3 of this Article, the President of the International Court of Justice is prevented from carrying out the said function or if he is a national of either Contracting Party, the appointment shall be made by the Vice-President, and if the Vice-President is prevented from carrying out the said function or if he is a national of either Contracting Party, the appointment shall be made by the most senior member of the Court who is not a national of either Contracting Party.

5. Unless otherwise agreed, the tribunal shall have three (3) months from the date of the selection of the Chairman to agree upon rules of procedure consistent with the other provisions of this Agreement. In the absence of such agreement, the tribunal shall request the President of the International Court of Justice to designate rules of procedure, taking into account generally recognized rules of international arbitral procedure.

6. Unless otherwise agreed, all submissions shall be made and all hearings shall be completed within eight (8) months of the date of selection of the Chairman, and the tribunal shall render its decision within two (2) months after the date of the final submissions or the date of the closing of the hearings, whichever is later. The arbitral tribunal shall reach its decisions, which shall be final and binding, by a majority of votes.

7. Expenses incurred by the Chairman, the other arbitrators, and other costs of the proceedings shall be paid for equally by the Contracting Parties. The tribunal may, however, at its discretion, decide that a higher proportion of the costs be paid by one of the Contracting Parties.

8. A dispute shall not be submitted to an international arbitration court under the provisions of this Article, if the same dispute has been brought before another international arbitration court under the provisions of Article 9 and is still before the court. This will not impair the engagement in direct and meaningful negotiations between both Contracting Parties.

ARTICLE 11
Scope of Application

This Agreement shall apply to investments in the territory of one Contracting Party, made in accordance with its national laws and regulations, by investors of the other Contracting Party, whether prior to, or after the entry into force of the present Agreement. However, this Agreement shall not apply to any disputes that have arisen before its entry into force.

ARTICLE 12
Entry into Force

1. This Agreement shall enter into force on the date of the receipt of the last written notification by which the Contracting Parties notify each other, through diplomatic channels, of the completion of their internal legal procedures required for the entry into force of this Agreement. It shall remain in force for a period of ten (10) years and shall continue in force unless terminated in accordance with paragraph 2 of this Article.

2. Either Contracting Party may, by giving one year's written notice to the other Contracting Party, terminate this Agreement at the end of the initial ten-year period or at any time thereafter.

3. This Agreement may be amended by mutual written consent of the Contracting Parties at any time. The amendments shall enter into force in accordance with the same legal procedure prescribed under the first paragraph of the present Article.

4. With respect to investments made or acquired prior to the date of termination of this Agreement and to which this Agreement otherwise applies, the provisions of all of the other Articles of this Agreement shall thereafter continue to be effective for a further period of ten (10) years from such date of termination.

IN WITNESS WHEREOF the undersigned, duly authorized thereto by their respective Government, have signed this Agreement.

DONE in duplicate at Ankara, on January 15, 2014, in the Turkish, Vietnamese and English languages, all texts being equally authentic.

In case of any divergence of interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY	**FOR THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM**
Nihat Zeybekci **MINISTER OF ECONOMY**	**Vu Huy Hoang** **MINISTER OF TRADE AND INDUSTRY**