

75. Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Države Kuvajt o spodbujanju in medsebojni zaščiti naložb (BKWSZN)

Na podlagi druge alineje prvega odstavka 107. člena in prvega odstavka 91. člena Ustave Republike Slovenije izdajam

U K A Z**O RAZGLASITVI ZAKONA O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO DRŽAVE KUVAJT O SPODBUJANJU IN MEDSEBOJNI ZAŠČITI NALOŽB (BKWSZN)**

Razglašam Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Države Kuvajt o spodbujanju in medsebojni zaščiti naložb (BKWSZN), ki ga je sprejel Državni zbor Republike Slovenije na seji 27. septembra 2002.

Št. 001-22-116/02
Ljubljana, 7. oktobra 2002

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N**O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO DRŽAVE KUVAJT O SPODBUJANJU IN MEDSEBOJNI ZAŠČITI NALOŽB (BKWSZN)**

1. člen

Ratificira se Sporazum med Vlado Republike Slovenije in Vlado Države Kuvajt o spodbujanju in medsebojni zaščiti naložb, podpisan v Ljubljani 26. aprila 2002.

2. člen

Sporazum se v izvirniku v slovenskem in angleškem jeziku glasi: *

S P O R A Z U M**MED VLADO REPUBLIKE SLOVENIJE IN VLADO DRŽAVE KUVAJT O SPODBUJANJU IN MEDSEBOJNI ZAŠČITI NALOŽB**

Vlada Republike Slovenije in Vlada Države Kuvajt, v nadaljevanju pogodbenici, sta se

v želji, da okrepiata gospodarsko sodelovanje med pogodbenicama,

z namenom, da spodbudita in ustvarita ugodne razmere za naložbe vlagateljev ene pogodbenice na ozemlju druge pogodbenice na podlagi enakopravnosti in obojestranske koristi,

ob spoznanju, da bosta spodbujanje in medsebojna zaščita naložb na podlagi tega sporazuma spodbujala poslovne pobude,

sporazumeli, kot sledi:

A G R E E M E N T**BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA AND THE GOVERNMENT OF THE STATE OF KUWAIT ON THE PROMOTION AND RECIPROCAL PROTECTION OF INVESTMENTS**

The Government of the Republic of Slovenia and the Government of the State of Kuwait, hereinafter referred to as the "Contracting Parties",

Desiring to intensify the economic co-operation between the two Contracting Parties,

Intending to encourage and create favourable conditions for investments made by investors of one Contracting Party in the territory of the other Contracting Party on the basis of equality and mutual benefit,

Recognising that the promotion and reciprocal protection of investments on the basis of this Agreement will stimulate business initiative,

Have agreed as follows:

* Besedilo sporazuma v arabskem jeziku je na vpogled v Sektorju za mednarodnopravne zadeve Ministrstva za zunanje zadeve.

1. člen

Opredelitev pojmov

Za namen tega sporazuma:

1. Izraz "naložba" pomeni vsako vrsto premoženja ali pravic v lasti ali pod neposrednim ali posrednim nadzorom vlagateljev ene pogodbenice na ozemlju druge pogodbenice v skladu z zakoni in predpisi druge pogodbenice in vključuje zlasti, vendar ne izključno:

a) opredmeteno in neopredmeteno premoženje ter premožnine in nepremičnine in katere koli druge s tem povezane stvarne pravice, kot so hipoteka, zaseg, zastava in podobne pravice;

b) deleže, delnice, obveznice, zadolžnice, katero koli drugo obliko udeležbe v družbi in posojila;

c) denarne terjatve ali katere koli storitve, ki imajo ekonomsko vrednost in so povezane z naložbo;

d) pravice intelektualne lastnine, vključno z avtorskimi pravicami, vendar ne omejeno nanje, blagovne znamke, patente, industrijske modele in vzorce, tehnične postopke, know-how, poslovne skrivnosti, imena firm in dobro ime;

e) pravice, vključno s koncesijami za iskanje, raziskovanje in izkoriščanje naravnih virov, ki jih z zakonom bodisi po pogodbi ali upravnem aktu podeljuje pristojni državni organ.

Izraz "naložba" se uporablja tudi za "dohodek", zadržan za reinvestiranje, in za izkupiček od "likvidacije".

Kakršna koli sprememba oblike, v kateri se premoženje ali pravice investirajo ali reinvestirajo, ne vpliva na njihovo naravo kot naložbo pod pogojem, da je taka sprememba v skladu z zakoni in predpisi pogodbenice, na katere ozemlju je bila naložba izvedena.

2. Izraz "dohodek" pomeni zneske, ki jih prinašajo naložbe, in vključuje zlasti, vendar ne izključno, dobiček, kapitalski dobiček, dividende, obresti, licenčnine ali druge oblike dohodka, povezanega z naložbami, izplačili za poslovodstvo in plačili v naravi.

3. Izraz "vlagatelj" pomeni:

a) fizične osebe, ki so državljani ene ali druge pogodbenice v skladu z njeno ustrezno zakonodajo,

b) katero koli pravno osebo, ustanovljeno ali registrirano po zakonih in predpisih te pogodbenice, kot so institucije, razvojni skladi, agencije, fundacije, organi in družbe,

c) pravne osebe, ki niso ustanovljene ali registrirane po pravu pogodbenice:

(1) v katerih so osebe te pogodbenice upravičene uresničevati nad 50 odstotkov pravic iz kapitalske udeležbe;

(2) v zvezi s katerimi so osebe te pogodbenice pooblaščenice, da imenujejo večino njihovih direktorjev ali drugače pravno usmerjajo njihova dejanja;

d) vlado te pogodbenice.

4. Izraz "ozemlje" pomeni:

a) za Republiko Slovenijo ozemlje pod njeno suverenostjo, vključno z zračnim prostorom in morskimi območji, nad katerimi Republika Slovenija izvaja suverenost ali jurisdikcijo v skladu z notranjim in mednarodnim pravom;

Article 1

Definitions

For the purpose of this Agreement:

1. The term "investment" shall mean every kind of assets or rights owned or controlled directly or indirectly by investors of one Contracting Party in the territory of the other Contracting Party in accordance with the laws and regulations of the latter including, in particular, though not exclusively:

(a) tangible and intangible and movable and immovable property and any other related property rights, such as mortgages, liens, pledges and similar rights;

(b) shares, stocks, bonds, debentures, any other form of participation in a company and loans;

(c) claims to money or to any performance having an economic value and associated with an investment;

(d) intellectual property rights, including, but not limited to, copyrights, trademarks, patents, industrial designs and patterns and technical processes, know-how, trade secrets, trade names and goodwill;

(e) rights conferred by law, either under a contract or an administrative act, by a competent state authority including concessions for prospecting, exploration and exploitation of natural resources.

The term "investment" shall also apply to "returns" retained for the purpose of re-investment and to proceeds from "liquidation".

Any alteration of the form in which assets or rights are invested or reinvested shall not affect their character as investments, provided that such alteration is in accordance with the laws and regulations of the Contracting Party in whose territory the investment has been made.

2. The term "returns" shall mean the amounts yielded by investments and in particular, though not exclusively, shall include profits, capital gains, dividends, interests, royalties or other forms of income related to the investments, managements fees and payments in kind.

3. The term "investor" shall mean:

(a) natural persons having the nationality of either Contracting Party, in accordance with its applicable laws,

(b) any legal person constituted or incorporated under the laws and regulations of that Contracting Party, such as institutions, development funds, agencies, foundations, authorities, and companies,

(c) legal persons not established or constituted under the law of a Contracting Party:

(1) in which more than 50 per cent of the equity interest is beneficially owned by persons of that Contracting Party;

(2) in relation to which persons of that Contracting Party have the power to name a majority of its directors or otherwise legally direct its actions.

(d) the Government of that Contracting Party.

4. The term "territory" shall mean:

(a) with respect to the Republic of Slovenia the territory under its sovereignty, including air space and maritime areas, over which the Republic of Slovenia exercises its sovereignty or jurisdiction, in accordance with internal and international law;

b) za Državo Kuvajt ozemlje Države Kuvajt, vključno z katerim koli območjem zunaj teritorialnega morja, ki je bilo v skladu z mednarodnim pravom določeno ali se še lahko določi po zakonih Države Kuvajt za območje, nad katerim lahko Država Kuvajt izvaja suverene pravice ali jurisdikcijo.

5. Izraz "prosto zamenljiva valuta" pomeni katero koli valuto, ki jo Mednarodni denarni sklad občasno določi za prosto uporabljivo valuto v skladu s Statutom Mednarodnega denarnega sklada in vsemi njegovimi spremembami ali dopolnitvami.

6. Izraz "brez odlašanja" pomeni tako obdobje, kot je običajno potrebno za dokončanje potrebnih formalnosti za prenos plačil. Omenjeno obdobje se začne na dan, ko je bil predložen zahtevek za prenos, in v nobenem primeru ne sme presežati enega meseca.

2. člen

Spodbujanje naložb

1. Pogodbenica na svojem ozemlju spodbuja in pospešuje, kolikor je le mogoče, naložbe vlagateljev druge pogodbenice in sprejema take naložbe na svoje ozemlje v skladu s svojimi zakoni in predpisi.

2. Pogodbenica izda za naložbe, ki jih je sprejela na svoje ozemlje, vsa potrebna dovoljenja, soglasja, potrdila, licence in pooblastila v takšnem obsegu in pod takimi pogoji, kot jih lahko določajo njeni zakoni in predpisi.

3. Pogodbenici se lahko med seboj posvetujeta na kateri koli način, ki se jima zdi primeren, da pospešita in olajšata naložbene možnosti na svojih ozemljih.

4. Pogodbenica ob upoštevanju svojih zakonov in predpisov o vstopu, bivanju in delu fizičnih oseb ne glede na njihovo državljanstvo dobronamerno prouči in ustrezno upošteva prošnje ključnega osebja, vključno z vodilnim poslovodnim in tehničnim osebjem, zaposlenega za namene naložb na njenem ozemlju, za vstop, začasno bivanje in delo na svojem ozemlju. Ožjim družinskim članom takega ključnega osebja se prizna podobna obravnava glede vstopa v pogodbenico prejemnico in začasnega bivanja v njej.

3. člen

Zaščita naložb

1. Pogodbenica naložbam vlagateljev druge pogodbenice trajno zagotavlja pošteno in pravično obravnavo. Naložbe vlagateljev ene pogodbenice so deležne popolne zaščite in varnosti na ozemlju druge pogodbenice. Pogodbenica z neupravičenimi, samovoljnimi ali diskriminacijskimi ukrepi na svojem ozemlju na noben način ne ovira vlagateljev druge pogodbenice pri upravljanju, vzdrževanju, uporabi, uživanju in širitvi naložb ali razpolaganju z njimi.

2. Pogodbenica vlagateljem druge pogodbenice zagotovi pravico dostopa do svojih sodišč, upravnih sodišč in agencij ter vseh drugih teles, pristojnih za razsojanje, in pravico pooblastiti osebe po lastni izbiri, ki po ustreznih zakonih in predpisih izpolnjujejo pogoje za uveljavljanje zahtevkov in pravic v zvezi z njihovimi naložbami.

(b) with respect to the State of Kuwait the territory of the State of Kuwait including any area beyond the territorial sea which in accordance with international law has been or may hereafter be designated under the laws of the State of Kuwait, as an area over which the State of Kuwait may exercise sovereign rights or jurisdiction.

5. The term "freely convertible currency" shall mean any currency that the International Monetary Fund determines, from time to time, as freely usable currency in accordance with the Articles of Agreement of the International Monetary Fund and any amendment thereto.

6. The term "without delay" shall mean such period as is normally required for the completion of necessary formalities for the transfer of payments. The said period shall commence on the day on which the request for transfer has been submitted and may on no account exceed one month.

Article 2

Promotion of Investments

1. Each Contracting Party shall promote and encourage, as far as possible, within its territory investments made by investors of the other Contracting Party and shall admit such investments into its territory in accordance with its laws and regulations.

2. Each Contracting Party shall, in respect of investments admitted in its territory, grant such investments all necessary permits, consents, approvals, licences and authorizations to such an extent and on such terms and conditions as may be determined by its laws and regulations.

3. Contracting Parties may consult with each other in any manner they may deem appropriate to encourage and facilitate investment opportunities within their respective territories.

4. Each Contracting Party shall, subject to its laws and regulations relating to the entry, stay and work of natural persons, examine in good faith and give due consideration, regardless of nationality or citizenship to requests of key personnel including top managerial and technical persons who are employed for the purposes of investments in its territory, to enter, remain temporary and work in its territory. Immediate family members of such key personnel shall also be granted similar treatment with regard to the entry and temporary stay in the host Contracting Party.

Article 3

Protection of Investments

1. Each Contracting Party shall accord at all times fair and equitable treatment to investments of investors of the other Contracting Party. Investments made by investors of either Contracting Party shall enjoy full protection and security in the territory of the other Contracting Party. Neither Contracting Party shall in any way impair by unreasonable, arbitrary or discriminatory measures the management, maintenance, use, enjoyment, expansion or disposal of investments in its territory of investors of the other Contracting Party.

2. Each Contracting Party shall ensure to investors of the other Contracting Party, the right of access to its courts of justice, administrative tribunals and agencies, and all other bodies exercising adjudicatory authority, and the right to mandate persons of their choice, who qualify under applicable laws and regulations for the purpose of the assertion of claims and the enforcement of rights with respect to their investments.

3. Pogodbenica nemudoma objavi ali kako drugače omogoči dostopnost do svojih zakonov, predpisov, postopkov, navodil, smernic ter upravnih odločb in sodnih odločb s splošno veljavnostjo ter mednarodnih sporazumov, ki se nanašajo na izvajanje določb tega sporazuma ali na naložbe vlagateljev druge pogodbenice na njenem ozemlju ali lahko vplivajo na te določbe ali take naložbe.

4. Naložbe v pogodbenici prejemnici se ne pogojujejo z operativnimi zahtevami, ki niso v skladu z obveznostmi, ki jih je pogodbenica prejemnica prevzela v zvezi s sporazumi, sklenjenimi v okviru Svetovne trgovinske organizacije.

5. Naložbe vlagateljev ene ali druge pogodbenice se v pogodbenici prejemnici ne smejo sekvestrirati, zaseči ali se v zvezi z njimi sprejeti podobni ukrepi, razen v skladu z zakonitim postopkom in z ustreznimi načeli mednarodnega prava in drugimi ustreznimi določbami tega sporazuma.

4. člen

Nacionalna obravnava in obravnava po načelu države z največjimi ugodnostmi

1. Naložbam vlagateljev ene pogodbenice na ozemlju druge pogodbenice ali z njimi povezanim dohodkom se zagotovi obravnava, ki je poštena in pravična ter ni manj ugodna od tiste, ki jo druga pogodbenica zagotavlja naložbam in dohodku svojih vlagateljev ali vlagateljev katere koli tretje države.

2. Pogodbenica zagotovi vlagateljem druge pogodbenice glede upravljanja, vzdrževanja, uporabe in uživanja njihovih naložb ali razpolaganja z njimi obravnavo, ki je poštena in pravična ter ni manj ugodna od tiste, ki jo zagotavlja svojim vlagateljem ali vlagateljem katere koli tretje države.

3. Določb tega člena ni mogoče razlagati tako, da obvezujejo eno pogodbenico, da podeli vlagateljem druge pogodbenice kakršno koli prednostno obravnavo, ugodnost ali privilegij na podlagi:

a) katerega koli obstoječega ali prihodnjega prostotrgovinskega območja, carinske unije, skupnega trga ali podobnih mednarodnih sporazumov, vključno z drugimi oblikami regionalnega gospodarskega sodelovanja in mednarodnimi sporazumi za olajševanje obmejne trgovine, katerih članica je ali lahko postane ena ali druga pogodbenica;

b) katerega koli mednarodnega sporazuma, vključno z regionalnim sporazumom, ki se v celoti ali pretežno nanaša na obdavčenje.

5. člen

Razlastitev

1. Naložbe vlagateljev ene ali druge pogodbenice se na ozemlju druge pogodbenice ne smejo razlastiti, nacionalizirati ali se v zvezi z njimi sprejeti nobeni drugi ukrepi z enakovrednim učinkom kot razlastitev ali nacionalizacija (v nadaljevanju razlastitev), razen za namen v zvezi z notranjimi potrebami, ki je v javnem interesu, na nediskriminacijski podlagi, v skladu z zakonitim postopkom in za takojšnje, učinkovito in ustrezno nadomestilo.

3. Each Contracting Party shall promptly publish, or otherwise make publicly available, its laws, regulations, procedures, directives, guidelines and administrative rulings and judicial decisions of public application as well as international agreements which pertain to or may affect the operation of the provisions of this Agreement or investments in its territory of investors of the other Contracting Party.

4. Investments shall not be subjected in the host Contracting Party to performance requirements, which are inconsistent with the obligations that the host Contracting Party has assumed with respect to the agreements concluded under the auspices of the World Trade Organization.

5. Investments by investors of either Contracting Party shall not be subjected in the host Contracting Party to sequestration, confiscation or any other similar measures except under due process of law and in conformity with applicable principles of international law and other relevant provisions of this Agreement.

Article 4

National and Most Favoured Nation Treatment

1. Investments made by investors of one Contracting Party in the territory of the other Contracting Party, or returns related thereto, shall be accorded treatment which is fair and equitable and not less favourable than the latter Contracting Party accords to the investments and returns of its own investors or to investors of any third State.

2. Investors of one Contracting Party shall be accorded by the other Contracting Party, as regards the management, maintenance, use, enjoyment or disposal of their investments, treatment which is fair and equitable and not less favourable than the latter Contracting Party accords to its own investors or to investors of any third State.

3. 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 by virtue of:

(a) any existing or future free trade area, customs union, common market or other similar international agreements including other forms of regional economic co-operation and international agreements to facilitate frontier trade to which either of the Contracting Parties is or may become a Party,

(b) any international including regional agreement relating wholly or mainly to taxation.

Article 5

Expropriation

1. Investments made by investors of either Contracting Party in the territory of the other Contracting Party shall not be expropriated, nationalised or subject to any other measure having effect equivalent to expropriation or nationalisation (hereinafter referred to as "expropriation") except for a public purpose related to the internal needs, on a non-discriminatory basis, under due process of law and against prompt, effective and adequate compensation.

2. Tako nadomestilo je enako dejanski vrednosti razlaščne naložbe in se določi in izračuna v skladu z mednarodno priznanimi načeli vrednotenja na podlagi poštene tržne vrednosti razlaščne naložbe tik pred razlastitvijo ali preden je nameravana razlastitev postala javno znana, kar je prej (v nadaljevanju datum vrednotenja). Tako nadomestilo se izračuna v prosto zamenljivi valuti po izbiri vlagatelja na podlagi veljavnega tržnega menjalnega tečaja za to valuto na datum vrednotenja in vključuje obresti po komercialni stopnji, določeni na tržni podlagi, ki pa v nobenem primeru ni nižja od veljavne obrestne mere LIBOR od datuma razlastitve do datuma plačila.

3. Vlagatelj, katerega naložbe so razlaščene, ima po pravu pogodbenice, ki je naložbo razlastila, pravico zahtevati, da sodni ali drug pristojni in neodvisni organ te pogodbenice nemudoma pregleda njegov primer in vrednotenje njegovih naložb v skladu z načeli tega člena.

4. Kadar zgoraj omenjene poštene tržne vrednosti ni mogoče takoj ugotoviti, se nadomestilo določi na podlagi pravičnih načel ob upoštevanju vseh ustreznih dejavnikov in okoliščin, kot so vloženi kapital, narava in trajanje naložbe, nadomestitvena vrednost, revalorizacija, tekoči dohodek, diskontirani denarni tok, knjižna vrednost in dobro ime. Dokončno določen znesek nadomestila se nemudoma plača vlagatelju.

5. Za večjo gotovost razlastitev vključuje situacije, ko pogodbenica razlasti premoženje družbe ali podjetja, ki je registrirano ali ustanovljeno po veljavni zakonodaji na njenem ozemlju in v katerem ima vlagatelj druge pogodbenice svojo naložbo, vključno prek lastništva deležev, delnic, zadolžnic ali drugih pravic ali upravičenj.

6. Za namene tega sporazuma izraz "razlastitev" vključuje tudi posege ali ureditvene ukrepe pogodbenice, ki imajo *de facto* učinek razlastitve, ker je zaradi njihovega učinka vlagatelju dejansko odvzeto njegovo lastništvo, nadzor ali znatne koristi v zvezi z njegovo naložbo ali lahko zaradi njih naložba izgubi ekonomsko vrednost ali nastane na njej škoda, kot so zamrznitev ali blokiranje naložbe, uvedba samovoljnih ali previsokih davkov na naložbo, prisilna prodaja celotne naložbe ali njenega dela ali drugi primerljivi ukrepi.

6. člen

Nadomestilo za izgube

1. Vlagateljem ene pogodbenice, pri naložbah katerih so nastale izgube zaradi vojne ali drugega oboroženega spopada, revolucije, narodne vstaje, izrednega stanja ali kakega podobnega dogodka na ozemlju druge pogodbenice, ta pogodbenica zagotovi glede ukrepov, ki jih sprejme v zvezi s takšnimi izgubami, vključno z nadomestilom, odškodnino in vzpostavitev prejšnjega stanja, obravnavo, ki ni manj ugodna od tiste, ki jo zagotavlja svojim vlagateljem ali vlagateljem katere koli tretje države.

2. Such compensation shall amount to the actual value of the expropriated investment and shall be determined and computed in accordance with internationally recognized principles of valuation on the basis of the fair market value of the expropriated investment at the time immediately before the expropriatory action was taken or the impending expropriation became publicly known, whichever is the earlier (hereinafter referred to as the "valuation date"). Such compensation shall be calculated in a freely convertible currency to be chosen by the investor, on the basis of the prevailing market rate of exchange for that currency on the valuation date and shall include interest at a commercial rate established on a market basis, however, in no event less than the prevailing LIBOR - rate of interest, from the date of expropriation until the date of payment.

3. The investor whose investments are expropriated, shall have the right under the law of expropriating Contracting Party to prompt review by a judicial or other competent and independent authority of that Contracting Party of its case and of valuation of its investments in accordance with the principles set out in this Article.

4. Where the above-mentioned fair market value cannot be readily ascertained, the compensation shall be determined on equitable principles taking into account all relevant factors and circumstances, such as the capital invested, the nature and duration of the investment, replacement value, appreciation, current returns, discounted cash flow value, book value and goodwill. The amount of compensation finally determined shall be promptly paid to the investor.

5. For further certainty, expropriation shall include situations where a Contracting Party expropriates the assets of a company or enterprise that is incorporated or established under the laws in force in its own territory in which an investor of the other Contracting Party has an investment, including through the ownership of shares, stocks, debentures or other rights or interests.

6. For the purposes of this Agreement, the term "expropriation" shall also include interventions or regulatory measures by a Contracting Party that have a *de facto* expropriatory effect, in that their effect results in depriving the investor in fact from his ownership, control or substantial benefits over his investment or which may result in loss or damage to the economic value of the investment, such as the freezing or blocking of the investment, levying of arbitrary or excessive taxes on the investment, compulsory sale of all or part of the investment, or other comparable measures.

Article 6

Compensation for Losses

1. Investors of one Contracting Party whose investments have suffered losses owing to war or other armed conflict, revolution, national uprising, state of emergency or any similar event in the territory of the other Contracting Party shall be accorded by the latter Contracting Party treatment, as regards measures it adopts in relation to such losses, including compensation, indemnification and restitution, no less favourable than that which the latter Contracting Party accords to its own investors or investors of any third state.

2. Brez poseganja v prvi odstavek se vlagatelju pogodbenice, ki ima v katerem koli od primerov iz omenjenega odstavka izgubo na ozemlju druge pogodbenice, ki je posledica:

a) zaplembe njegovih naložb ali njihovega dela, ki so jo izvedle njene sile ali organi;

b) uničenja njegovih naložb ali njihovega dela, ki so ga povzročile njene sile ali organi in ne bojno delovanje ali ga niso narekemale,

zagotovi vzpostavitev prejšnjega stanja ali nadomestilo, ki je v obeh primerih takojšnje, ustrezno in učinkovito.

7. člen

Prenosi

1. Vsaka pogodbenica jamči vlagateljem druge pogodbenice prost prenos sredstev v zvezi z njihovimi naložbami ter zlasti, vendar ne izključno:

a) začetnega kapitala in dodatnih prispevkov za vzdrževanje ali razvoj naložb;

b) dohodka;

c) plačil po pogodbah in sredstev za odplačilo po posojilnih pogodbah in njihovih obrestih, povezanih z naložbo;

d) izkupička od celotne ali delne prodaje ali likvidacije naložbe;

e) kakršnega koli nadomestila ali drugega plačila iz 5. in 6. člena tega sporazuma;

f) zaslužkov in drugih prejemkov državljanov iz tujine, zaposlenih v zvezi z naložbo;

g) plačil iz 8. člena;

h) plačil, ki izhajajo iz rešitve spora.

2. Prenosi iz tega člena se opravijo brez omejitev ali odlašanja, razen pri plačilih v naravi, po menjalnem tečaju, ki velja na datum prenosa, v prosto zamenljivi valuti. V primeru odlašanja pri izvedbi zahtevanih prenosov je prizadeti vlagatelj upravičen prejeti obresti za čas takega odlašanja.

3. Prenosi se izvedejo po dnevnem tržnem menjalnem tečaju, ki velja v pogodbenici prejemnici na datum prenosa za valuto, ki naj bi se prenesla. Če ni trga za tujo valuto, se za tečaj uporabi zadnji menjalni tečaj za vhodne naložbe ali menjalni tečaj, določen v skladu s predpisi Mednarodnega denarnega sklada, ali menjalni tečaj za menjavo valut v posebne pravice črpanja ali ameriške dolarje, kar je za vlagatelja najugodnejše.

8. člen

Subrogacija

Če pogodbenica ali agencija, ki jo ta določi, opravi plačilo svojemu vlagatelju na podlagi danega jamstva ali garancije v zvezi z naložbo na ozemlju druge pogodbenice, druga pogodbenica prizna prenos vseh pravic in zahtevkov vlagatelja na prvo pogodbenico. Subrogirana pravica ali zahtevki ne sme biti večja od prvotne pravice ali zahtevka vlagatelja.

2. Without prejudice to paragraph 1, investor of one Contracting Party who in any of the events referred to in that paragraph suffers a loss in the territory of the other Contracting Party resulting from:

(a) requisitioning of its investments or part thereof by its forces or authorities;

(b) destruction of its investments or part thereof by its forces or authorities which was not caused in combat action or was not required by the necessity of the situation,

shall be accorded restitution or compensation which in either case shall be prompt, adequate and effective.

Article 7

Transfers

1. Each Contracting Party shall guarantee investors of the other Contracting Party the free transfer of funds related to their investments and in particular, though not exclusively:

(a) initial capital and additional contributions for the maintenance or development of the investments;

(b) returns;

(c) payments under a contract and funds in repayment of loan agreements and their interest related to an investment;

(d) proceeds from the sale or liquidation of all or part of an investment;

(e) any compensation or other payment referred to in Articles 5 and 6 of this Agreement;

(f) earnings and other remuneration of nationals engaged from abroad in connection with the investment;

(g) payments referred to in Article 8;

(h) payments arising out of the settlement of disputes.

2. The transfers referred to in this Article shall be made without restriction or delay, except in the case of payments in kind, at the exchange rate applicable on the date of transfer and shall be made in a freely convertible currency. In case of such delay in effecting the required transfers, the investor affected shall be entitled to receive interest for the period of such delay.

3. Transfers shall be made at the spot market rate of exchange prevailing in the host Contracting Party on the date of transfer for the currency to be transferred. In the absence of a market for foreign exchange, the rate to be applied will be the most recent rate applied to inward investments or the exchange rate determined in accordance with the regulations of the International Monetary Fund or the exchange rate for conversion of currencies into Special Drawing Rights or United States Dollars, whichever is the most favourable to the investor.

Article 8

Subrogation

If a Contracting Party or its designated agency makes a payment to its investor under an indemnity or guarantee given in respect of an investment in the territory of the other Contracting Party, the latter Contracting Party shall recognise the assignment to the first Contracting Party of all rights and claims of the investor. The subrogated right or claim shall not be greater than the original right or claim of the investor.

9. člen

Reševanje sporov med pogodbenicama

1. Spori med pogodbenicama v zvezi z razlago in uporabo tega sporazuma se, kolikor je le mogoče, rešujejo s posvetovanji ali po diplomatski poti.

2. Če pogodbenici spora ne rešita v šestih (6) mesecih od začetka takih pogajanj ali posvetovanj, se spor na zahtevo ene ali druge pogodbenice s pisnim obvestilom predloži arbitražnemu sodišču v skladu z določbami tega člena.

3. Tako arbitražno sodišče se ustanovi za vsak posamezen primer na naslednji način. V dveh mesecih od prejema zahtevka za arbitražo imenuje vsaka pogodbenica enega člana arbitražnega sodišča. Ta dva člana nato izbereta državljana tretje države, ki se po odobritvi pogodbenic imenuje za predsednika arbitražnega sodišča. Predsednik se imenuje v treh (3) mesecih od datuma, ko sta bila imenovana druga dva člana.

4. Če potrebna imenovanja niso bila opravljena v rokih, določenih v tretjem odstavku tega člena, lahko ena ali druga pogodbenica, če ni dogovorjeno drugače, zaprosi predsednika Meddržavnega sodišča, da opravi potrebna imenovanja. Če je predsednik državljan ene ali druge pogodbenice ali če iz kakršnega koli drugega razloga ne more opraviti omenjene naloge, se zaprosi podpredsednik, da opravi potrebna imenovanja. Če je podpredsednik državljan ene ali druge pogodbenice ali če ne more opraviti omenjene naloge, se zaprosi po funkciji naslednji najstarejši član Meddržavnega sodišča, ki ni državljan ene ali druge pogodbenice, da opravi potrebna imenovanja.

5. Arbitražno sodišče odloča z večino glasov. Odločitve arbitražnega sodišča so za pogodbenici dokončne in zavezujoče. Vsaka pogodbenica krije stroške svojega člana in svojega zastopstva v arbitražnem postopku. Pogodbenici prevzmeta stroške za predsednika in druge stroške v enakih delih. Glede stroškov lahko arbitražno sodišče odloči drugače. Glede vseh drugih zadev arbitražno sodišče samo določi svoj poslovnik.

10. člen

Reševanje sporov med pogodbenico in vlagateljem druge pogodbenice

1. Spori, ki nastanejo med pogodbenico in vlagateljem druge pogodbenice v zvezi z njegovo naložbo na ozemlju prve pogodbenice, se, kolikor je le mogoče, rešujejo po mirni poti.

2. Če takih sporov ni mogoče rešiti v šestih mesecih od datuma, ko je stranka v sporu zahtevala mirno rešitev, tako da je pisno obvestila drugo stranko, se spor na izbiro vlagatelja, ki je stranka v sporu, predloži v reševanje prek enega od naslednjih sredstev:

Article 9

Settlement of Disputes between the Contracting Parties

1. Disputes between the Contracting Parties concerning the interpretation and application of this Agreement should, as far as possible, be settled through consultations or through diplomatic channels.

2. If the Contracting Parties fail to reach a settlement within six (6) months after the beginning of such negotiations or consultations, the dispute shall, upon the request of either Contracting Party, in written notice be submitted to an arbitral tribunal, in accordance with the provisions of this Article.

3. Such an Arbitral Tribunal shall be constituted for each individual case in the following way. Within two months of the receipt of the request for arbitration, each Contracting Party shall appoint one member of the Tribunal. Those two members shall then select a national of a third state who on approval by the two Contracting Parties shall be appointed Chairman of the Tribunal. The Chairman shall be appointed within three (3) 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, either Contracting Party may, in the absence of any other agreement, invite the President of the International Court of Justice to make any necessary appointments. If the President is a national of either Contracting Party or is otherwise prevented from discharging the said function, the Vice-President shall be invited to make the necessary appointments. If the Vice-President is a national of either Contracting Party or is prevented from discharging the said function, the Member of the International Court of Justice next in seniority who is not a national of either Contracting Party shall be invited to make the necessary appointments.

5. The Arbitral Tribunal shall rule according to majority of votes. The decisions of the Tribunal shall be final and binding on both Contracting Parties. Each Contracting Party shall be responsible for the costs of its own member and of its representatives at the arbitral proceedings. Both Contracting Parties shall assume an equal share of the cost of the Chairman, as well as any other costs. The Tribunal may make a different decision regarding costs. In all other respects, the Tribunal court shall define its own rules of procedure.

Article 10

Settlement of Disputes between a Contracting Party and an Investor of the other Contracting Party

1. Disputes arising between a Contracting Party and an investor of the other Contracting Party in respect of an investment of the latter in the territory of the former shall, as far as possible, be settled amicably.

2. If such disputes cannot be settled within a period of six months from the date at which either party to the dispute requested amicable settlement by delivering a notice in writing to the other party, the dispute shall be submitted for resolution, at the election of the investor party to the dispute, through one of the following means:

a) v skladu s katerimi koli ustreznimi, predhodno dogovorjenimi postopki reševanja sporov;

b) pristojnemu sodišču pogodbenice, ki je stranka v sporu;

c) mednarodni arbitraži v skladu z naslednjimi odstavki tega člena.

3. Če vlagatelj izbere, da se spor predloži v reševanje mednarodni arbitraži, zagotovi še svoje pisno soglasje k predložitvi spora enemu od naslednjih teles:

a) (1) Mednarodnemu centru za reševanje investicijskih sporov (Center), ustanovljenemu na podlagi Konvencije o reševanju investicijskih sporov med državami in državljani drugih držav, ki je bila dana na voljo za podpis v Washingtonu 18. marca 1965 (Washingtonska konvencija), če sta obe pogodbenici članici Washingtonske konvencije in se Washingtonska konvencija uporablja za spor;

(2) Centru po pravilih, ki urejajo Dodatni dogovor za vodenje postopkov s strani Sekretariata Centra (pravila o Dodatnem dogovoru), če je vlagateljova pogodbenica ali pogodbenica v sporu, vendar ne obe, članica Washingtonske konvencije;

b) arbitražnemu sodišču, ustanovljenemu po Arbitražnih pravilih (Pravila) Komisije Združenih narodov za mednarodno trgovinsko pravo (UNCITRAL), kot jih stranki v sporu lahko spremenita (organ za imenovanja iz 7. člena Pravil je generalni sekretar Centra);

c) arbitražnemu sodišču, ustanovljenemu na podlagi arbitražnih pravil katere koli arbitražne institucije, za katero se medsebojno dogovorita stranki v sporu.

4. Ne glede na dejstvo, da je vlagatelj morda spor že predložil zavezujoči arbitraži po tretjem odstavku, lahko pred začetkom arbitražnega postopka ali med postopkom sodišče ali upravno sodišče pogodbenice, ki je stranka v sporu, zahteva začasno prepoved za ohranitev njegovih pravic in upravičenj pod pogojem, da v to ni vključil zahteve za plačilo odškodnine.

5. Vsaka pogodbenica brezpogojno soglašaja s predložitvijo investicijskega spora v reševanje zavezujoči arbitraži v skladu z izbiro vlagatelja po točkah a) in b) tretjega odstavka ali medsebojnim dogovorom obeh strank v sporu po točki c) tretjega odstavka.

6. a) Soglasje, dano v petem odstavku, skupaj s soglasjem, danim po tretjem odstavku, izpolnjuje zahtevo po pisnem dogovoru strank v sporu za namene II. poglavja Washingtonske konvencije, pravil o Dodatnem dogovoru, člena II Konvencije Združenih narodov o priznanju in izvršitvi tujih arbitražnih odločb, podpisane v New Yorku 10. junija 1958 (Newyorška konvencija), in 1. člena Arbitražnih pravil UNCITRAL.

(a) in accordance with any applicable, previously agreed dispute-settlement procedures;

(b) the competent court of jurisdiction of the Contracting Party party to the dispute.

(c) to international arbitration in accordance with the following paragraphs of this Article.

3. In the event that an investor elects to submit the dispute for resolution to international arbitration, the investor shall further provide its consent in writing for the dispute to be submitted to one of the following bodies:

(a) (1) The International Centre for Settlement of Investment Disputes ("the Centre"), established pursuant to the Convention on the Settlement of Investment Disputes between States and Nationals of other States opened for signature at Washington, 18 March 1965 (the "Washington Convention"), if both Contracting Parties are parties to the Washington Convention and the Washington Convention is applicable to the dispute;

(2) The Centre, under the rules governing the Additional Facility for the Administration of Proceedings by the Secretariat of the Centre (the "Additional Facility Rules"), if the Contracting Party of the investor or the Contracting Party to the dispute, but not both, is a party to the Washington Convention;

(b) an arbitral tribunal established under the Arbitration Rules (the "Rules") of the United Nations Commission on International Trade Law (UNCITRAL), as those Rules may be modified by the parties to the dispute (the Appointing Authority referred to under Article 7 of the Rules shall be the Secretary General of the Centre);

(c) an arbitral tribunal constituted pursuant to the arbitration rules of any arbitral institution mutually agreed upon between the parties to the dispute.

4. Notwithstanding the fact that the investor may have submitted a dispute to binding arbitration under paragraph 3, it may, prior to the institution of the arbitral proceeding or during the proceeding, seek before the judicial or administrative tribunals of the Contracting Party that is a party to the dispute, interim injunctive relief for the preservation of its rights and interests, provided it does not include request for payment of any damages.

5. Each Contracting Party hereby gives its unconditional consent to the submission of an investment dispute for settlement by binding arbitration in accordance with the choice of the investor under paragraph 3(a) and (b) or the mutual agreement of both parties to the dispute under paragraph 3(c).

6. (a) The consent given in paragraph 5, together with the consent given under paragraph 3, shall satisfy the requirement for written agreement of the parties to a dispute for the purposes of each of, Chapter II of the Washington Convention, the Additional Facility Rules, Article II of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done at New York, June 10, 1958 (the "New York Convention"), and Article 1 of the UNCITRAL Arbitration Rules.

b) Katera koli arbitraža po tem členu, za katero se lahko medsebojno dogovorita stranki v sporu, mora potekati v državi pogodbenici Newyorške konvencije. Za namene člena I Newyorške konvencije se šteje, da zahtevki, predloženi v arbitražo po tem členu, izhajajo iz trgovinskega razmerja ali posla.

c) Pogodbenica v zvezi s katerim koli sporom, predloženim v arbitražo, ne prizna diplomatske zaščite ali vložiti mednarodnega zahtevka, razen če druga pogodbenica ne upošteva odločbe, izdane v takem sporu, ali ne ravna v skladu z njo. Vendar pa diplomatska zaščita za namene te točke ne vključuje neformalnih diplomatskih izmenjav, katerih edini namen je olajšati reševanje spora.

7. Arbitražno sodišče, ustanovljeno po tem členu, odloča o zadevah v sporu v skladu s tistimi pravnimi pravili, za katera se lahko dogovorita stranki v sporu. Če takega dogovora ni, uporablja pravo pogodbenice, ki je stranka v sporu, vključno z njenimi kolizijskimi pravili in takimi priznanimi pravili mednarodnega prava, kot se lahko uporabljajo, upoštevajoč tudi ustrezne določbe tega sporazuma.

8. Za namen točke b) drugega odstavka 25. člena Washingtonske konvencije se vlagatelj, ki ni fizična oseba in je na datum pisnega soglasja iz šestega odstavka državljan pogodbenice, ki je stranka v sporu, in ki je bil pred nastankom spora med njim in to pogodbenico pod nadzorom vlagateljev druge pogodbenice, obravnava kot "državljan druge države članice" ter za namen šestega odstavka 1. člena pravil o Dodatnem dogovoru kot "državljan druge države".

9. Arbitražne odločbe, ki lahko vključujejo prisoditev obresti, so dokončne in zavezujoče za stranki v sporu. Vsaka pogodbenica nemudoma prizna tako odločbo in zagotovi učinkovito izvršitev takih odločb na svojem ozemlju.

10. V nobenem postopku, sodnem, arbitražnem ali drugačnem, ali pri izvršitvi katere koli odločitve ali arbitražne odločbe v zvezi z investicijskim sporom med pogodbenico in vlagateljem druge pogodbenice pogodbenica ne uveljavlja kot obrambo svoje suverene imunitete. Noben protizahtev ali pravica do pobota ne sme temeljiti na dejstvu, da je zadevni vlagatelj prejel ali bo prejel na podlagi pogodbe o zavarovanju odškodnino ali drugo nadomestilo za vso domnevno škodo ali njen del od katere koli tretje strani, javne ali zasebne, vključno z drugo pogodbenico in njenimi enotami, agencijami ali institucijami.

11. člen

Uporaba drugih pravil

Če bi zakonske določbe ene ali druge pogodbenice ali obstoječe ali prihodnje obveznosti pogodbenic po mednarodnem pravu poleg tega sporazuma vsebovale splošna ali posebna pravila, ki bi naložbam vlagateljev druge pogodbenice zagotavljala ugodnejšo obravnavo, kot jo predvideva ta sporazum, taka pravila v obsegu, kolikor so ugodnejša, prevladajo nad tem sporazumom.

(b) Any arbitration under this Article, as may be mutually agreed by the parties to the dispute, must be held in a state that is a party to the New York Convention. Claims submitted to arbitration hereunder shall be considered to arise out of a commercial relationship or transaction for the purposes of Article 1 of the New York Convention.

(c) Neither Contracting Party shall give diplomatic protection or bring an international claim, in respect of any dispute referred to arbitration unless the other Contracting Party shall have failed to abide by and comply with the award rendered in such dispute. However, diplomatic protection for the purposes of this sub-paragraph shall not include informal diplomatic exchanges for the sole purpose of facilitating a settlement of the dispute.

7. An arbitral tribunal established under this Article shall decide the issues in dispute in accordance with such rules of law as may be agreed by the parties to the dispute. In the absence of such agreement, it shall apply the law of the Contracting Party party to the dispute, including its rules on conflict of laws, and such recognized rules of international law as may be applicable, taking into consideration also the relevant provisions of this Agreement.

8. For the purpose of Article 25(2)(b) of the Washington Convention, an investor, other than a natural person, which has the nationality of a Contracting Party party to the dispute on the date of the consent in writing referred to in paragraph (6) and which, before a dispute between it and that Contracting Party arises, is controlled by investors of the other Contracting Party, shall be treated as a "national of another Contracting Party" and for the purpose of Article 1(6) of the Additional Facility Rules shall be treated as a "national of another State".

9. The awards of arbitration, which may include an award of interest, shall be final and binding on the parties to the dispute. Each Contracting Party shall carry out promptly any such award and shall make provision for the effective enforcement in its territory of such awards.

10. In any proceedings, judicial, arbitral or otherwise or in an enforcement of any decision or award, concerning an investment dispute between a Contracting Party and an investor of the other Contracting Party, a Contracting Party shall not assert, as a defense, its sovereign immunity. Any counterclaim or right of set-off may not be based on the fact that the investor concerned has received or will receive, pursuant to an insurance contract, indemnification or other compensation for all or part of its alleged damages from any third party whomsoever, whether public or private, including such other Contracting Party and its subdivisions, agencies or instrumentalities.

Article 11

Application of other Rules

If the provisions of law of either Contracting Party or obligations under international law existing at present or established hereafter between the Contracting Parties in addition to this Agreement, contain rules, whether general or specific, entitling investments made by investors of the other Contracting Party to a treatment more favourable than is provided for by this Agreement, such rules shall, to the extent that they are more favourable, prevail over this Agreement.

12. člen

Uporaba sporazuma

Ta sporazum se uporablja za vse naložbe vlagateljev iz ene pogodbenice na ozemlju druge pogodbenice v skladu z njenimi zakoni in predpisi, ki so obstajale ob začetku njegove veljavnosti ali so bile izvedene po njem.

13. člen

Odnosi med pogodbenicama

Določbe tega sporazuma se uporabljajo ne glede na to, ali imata pogodbenici diplomatske ali konzularne odnose.

14. člen

Posvetovanja

Predstavniki pogodbenic se po potrebi posvetujejo o kateri koli zadevi, ki vpliva na izvajanje tega sporazuma. O kraju in času teh posvetovanj se na predlog ene ali druge pogodbenice dogovori po diplomatski poti.

15. člen

Začetek veljavnosti, trajanje in prenehanje veljavnosti

1. Sporazum začne veljati trideseti dan od zadnjega pisnega obvestila, s katerim pogodbenici druga drugo uradno obvestita, da so dokončani njuni notranjepravni postopki.

2. Sporazum velja za začetno obdobje petindvajsetih (25) let in se šteje, da je podaljšan pod enakimi pogoji za pet let in tako naprej, razen če pogodbenica dvanajst (12) mesecev pred iztekom začetnega ali kasnejših obdobjih veljavnosti pisno obvesti drugo pogodbenico o svoji nameri, da odpove sporazum.

3. Za naložbe, ki so bile izvedene pred datumom prenehanja veljavnosti tega sporazuma, veljajo določbe od 1. do 14. člena še za nadaljnje obdobje dvajsetih (20) let od datuma prenehanja veljavnosti tega sporazuma.

V DOKAZ TEGA sta za to pravilno pooblaščenca predstavnika podpisala ta sporazum.

Sestavljeno v Ljubljani dne 26. aprila 2002, kar ustreza 13 Safar 1423 H, v dveh izvornikih v slovenskem, arabskem in angleškem jeziku, pri čemer so vsa besedila enako verodostojna. Pri razlikah v razlagi prevlada angleško besedilo.

Za Vlado
Republike Slovenije
Tea Petrin l. r.

Za Vlado
Države Kuvajt
Nabeela Abdulla Al-Moulla l. r.

Article 12

Application of the Agreement

This Agreement shall apply to all investments made by investors from one Contracting Party in the territory of the other Contracting Party in accordance with its laws and regulations existing at or made after its entry into force.

Article 13

Relations Between Contracting Parties

The provisions of this Agreement shall apply irrespective of the existence of diplomatic or consular relations between the Contracting Parties.

Article 14

Consultations

Representatives of the Contracting Parties shall, whenever necessary, hold consultations on any matter affecting the implementation of this Agreement. These consultations shall be held, on the proposal of either Contracting Party, at a place and a time to be agreed upon through diplomatic channels.

Article 15

Entry into force, Duration and Termination

1. This Agreement shall enter into force on the thirtieth day after the latter written notification with which the Contracting Parties notify each other that their respective internal legal procedures have been fulfilled.

2. This Agreement shall remain in force initially for a period of twenty five (25) years and shall be considered as renewed on the same terms for a period of five years and so forth, unless twelve (12) months before its expiration of the initial or any subsequent period either Contracting Party notifies the other in writing of its intention to terminate the Agreement.

3. In respect of investment made prior to the date of termination of this Agreement the provisions of Articles 1 to 14 shall remain in force for a further period of twenty (20) years from the date of termination of this Agreement.

IN WITNESS WHEREOF, the undersigned representatives, duly authorised thereto, have signed the present Agreement.

Done at Ljubljana on this 26th day of April 2002 corresponding to 13 day of Safar 1423 H in two originals in the Slovene, Arabic and English languages, all texts being equally authentic. In case of any divergency, the English text shall prevail.

For the Government
of the Republic of Slovenia
Tea Petrin, (s)

For the Government
of the State of Kuwait
Nabeela Abdulla Al-Moulla, (s)

P R O T O K O L

Ob podpisu Sporazuma med Vlado Republike Slovenije in Vlado Države Kuvajt o spodbujanju in medsebojni zaščiti naložb sta se pooblaščenca predstavnikoma sporazumela tudi o naslednji določbi, ki je sestavni del sporazuma:

K točki c) tretjega odstavka 1. člena

Vlagatelji iz točke c) prvega odstavka 1. člena ne smejo vložiti zahtevka na podlagi tega sporazuma, če so bile za isto zadevo že uporabljene določbe kakega drugega sporazuma o zaščiti naložb.

V DOKAZ TEGA sta za to pravilno pooblaščenca predstavnikoma podpisala ta protokol.

Sestavljeno v Ljubljani dne 26. aprila 2002, kar ustreza 13 Safar 1423 H, dveh izvornikih v slovenskem, arabskem in angleškem jeziku, pri čemer so vsa besedila enako verodostojna. Pri razlikah v razlagi prevlada angleško besedilo.

Za Vlado
Republike Slovenije
Tea Petrin l. r.

Za Vlado
Države Kuvajt
Nabeela Abdulla Al-Moulla l. r.

P R O T O C O L

At the signing of this Agreement between the Government of the Republic of Slovenia and the Government of the State of Kuwait on the Promotion and Reciprocal Protection of Investments, the authorized representatives agreed also on the following provision which is considered as part of the Agreement:

Ad Article 1, para 3(c)

Investors referred to in Article 1 paragraph 3(c) may not raise a claim based on this Agreement if in respect of the same matter the provisions of another investment protection agreement have been invoked.

IN WITNESS WHEREOF, the undersigned representatives, duly authorised thereto, have signed this Protocol.

DONE at Ljubljana on this 26th day of April 2002 corresponding to 13 day of Safar 1423 H in two originals in the Slovene, Arabic and English languages, all texts being equally authentic. In case of any divergency, the English text shall prevail.

For the Government
of the Republic of Slovenia
Tea Petrin, (s)

For the Government
of the State of Kuwait
Nabeela Abdulla Al-Moulla, (s)

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za gospodarstvo.

4. člen

Ta zakon začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 410-01/02-38/1
Ljubljana, dne 27. septembra 2002

Predsednik
Državnega zbora
Republike Slovenije
Borut Pahor l. r.

- Obvestilo o začetku veljavnosti mednarodnih pogodb

O B V E S T I L O
o začetku veljavnosti mednarodnih pogodb

Dne 26. septembra 2002 je pričel veljati Sporazum med Vlado Republike Slovenije in Vlado Slovaške republike o znanstvenem in tehnološkem sodelovanju, podpisan v Bratislavi dne 13. novembra 2001 in objavljen v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 21/02 (Uradni list Republike Slovenije, št. 81/02).

Dne 12. oktobra 2002 je pričel veljati Sporazum med Svetovno meteorološko organizacijo (WMO) in Vlado Republike Slovenije o pripravi trinajstega zasedanja Komisije za agrometeorologijo (CAgM-XIII), podpisan v Ljubljani dne 28. julija 2002 in objavljen v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 22/02 (Uradni list Republike Slovenije, št. 86/02).

Ministrstvo za zunanje zadeve
Republike Slovenije

Vsebina

73.	Zakon o ratifikaciji Kartagenskega protokola o biološki varnosti h Konvenciji o biološki raznovrstnosti (MKPBV)	941
74.	Zakon o ratifikaciji Sporazuma med Ministrstvom za delo, družino in socialne zadeve Republike Slovenije in Ministrstvom za delo in socialno varnost Helenske republike o sodelovanju na področju politike dela (BGRSPD)	961
75.	Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Države Kuvajt o spodbujanju in medsebojni zaščiti naložb (BKWSZN)	964
-	Obvestilo o začetku veljavnosti mednarodnih pogodb	975

