AGREEMENT

BETWEEN THE GOVERNMENT OF THE HELLENIC REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF UZBEKISTAN ON THE PROMOTION AND RECIPROCAL PROTECTION OF INVESTMENTS

The Government of the Hellenic Republic and the Government of the Republic of Uzbekistan,

Hereinafter referred to as the "Contracting Parties",

DESIRING to intensify their economic cooperation to the mutual benefit of both States on a long term basis,

HAVING as their objective to create favourable conditions for investments by investors of either Contracting Party in the territory of the other Contracting Party,

RECOGNIZING that the promotion and protection of investments, on the basis of this Agreement, will stimulate the initiative in this field,

HAVE AGREED AS FOLLOWS:

ARTICLE 1

Definitions

For the purposes of this Agreement:

1. The term "investment" means every kind of asset and in particular, though not exclusively, includes:

a) movable and immovable property and any rights in rem, such as servitudes, ususfructus, mortgages, liens or pledges;

b) shares in and stock and debentures of a company and any other form of participation in a company;

c) claims to money or to any performance under contract having an economic value, as well as loans connected to an investment;

d) intellectual and industrial property rights, patents, trade marks, technical processes, know-how, goodwill and any other similar rights;

e) any right conferred by law or contract or by virtue of any licences and permits granted pursuant to law to undertake an economic activity.

A possible change in the form in which the investments have been made does not affect their character as investments.

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

3. The terms "laws" or "legislation" with regard to either Contracting Party mean, respectively, "laws" or "legislation" of the State of the Contracting Party concerned.

4. The term "investor" means with regard to either Contracting Party:

a) natural persons having the nationality of the Hellenic Republic or of the Republic of Uzbekistan, respectively, in accordance with their respective laws;

b) legal persons constituted in accordance with the laws of that Contracting Party.

5. The term "territory of a Contracting Party" means the territory under the sovereignty of the Hellenic Republic, on the one hand, and of the Republic of Uzbekistan, on the other hand, including the territorial sea, as well as the continental shelf, over which the respective State exercises sovereign rights or jurisdiction, in conformity with international law,

ARTICLE 2

Promotion and Protection of Investments

1. Each Contracting Party promotes in its territory investments by investors of the other Contracting Party and admits such investments in accordance with its legislation.

2. Once a Contracting Party has admitted an investment in its territory, it shall facilitate the issuance of the necessary permits, in connection with such an investment, and with the carrying out of licensing agreements and contracts for technical, commercial or administrative assistance. Each Contracting Party shall, whenever needed, endeavour to issue the necessary authorizations, concerning the activities of consultants and other qualified persons of foreign nationality.

3. Investments by investors of a Contracting Party shall, at all times, be accorded fair and equitable treatment and shall enjoy full protection and security in the territory of the other Contracting Party. Each Contracting Party shall ensure that the management, maintainance, use, enjoyment or disposal, in its territory, of investments by investors of the other Contracting Party, is not in any way impaired by unjustifiable or discriminatory measures.

4. Returns from the investments and, in cases of reinvestment, the income ensuing therefrom, enjoy the same protection as the initial investments.

5. Each Contracting Party shall observe any other obligation it may have entered into with regard to investments of investors of the other Contacting Party.

ARTICLE 3

Treatment of Investments

1. Each Contracting Party shall accord to investments made in its territory by investors of the other Contracting Party, treatment not less favourable than that which it accords to investments of its own investors or to investments of investors of any third State, whichever is more favourable.

2. Each Contracting Party shall accord to investors of the other Contracting Party, as regards their activity in connection with investments in its territory, treatment not less favourable than that which it accords to its own investors or to investors of any third State, whichever is more favourable.

3. The provisions of paragraphs 1 and 2 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 resulting from:

a) its participation in any existing or future customs union, economic union, regional economic integration agreement or similar international agreement, or

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

ARTICLE 4

Expropriation

1. Investments by investors of either Contracting Party in the territory of the other Contracting Party, shall not be expropriated, nationalized or subjected to any other measure the effects of which would be tantamount to expropriation or nationalization (hereinafter referred to as "expropriation"), except in the public interest, under due process of law, on a non discriminatory basis and against payment of prompt, adequate and effective compensation. Such compensation shall amount to the market value of the investment affected immediately before the actual measure was taken or became public knowledge, whichever is the earlier, it shall include interest from the date of expropriation until the date of payment at the current bank rate of the Contracting Party in the territory of which the investment has been made, and shall be freely transferable in a freely convertible currency.

2. The provisions of paragraph 1 of this Article shall also apply where a Contracting Party expropriates the assets of a company which is constituted under the laws in force in any part of its own territory and in which investors of the other Contracting Party own shares.

ARTICLE 5

Compensation for Losses

1. Investors of one Contracting Party whose investments in the territory of the other Contracting Party suffer losses owing to war or other armed conflict, a state of national emergency, civil disturbance or other similar events in the territory of the other Contracting Party shall be accorded by the latter Contracting Party treatment, as regards restitution, indemnification, compensation or other settlement, no less favourable than that which the latter Contracting Party accords to its own investors or to investors of any third State, whichever is more favourable. Resulting payments shall be made without delay and shall be freely transferable in a freely convertible currency.

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

a) requisitioning of their investment or part thereof by the latter's forces or authorities,
or

b) destruction of their investment or part thereof by the latter's forces or authorities, which 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 6

Repatriation of Investment and Returns

1. Each Contracting Party shall guarantee, in respect of investments of investors of the other Contracting Party, the unrestricted transfer of the investment and its returns.

The transfers shall be effected without delay, in a freely convertible currency, at the market rate of exchange applicable on the date of transfer.

Such transfers shall be effected after payment of all relevant taxes.

2. Such transfers shall include in particular, though not exclusively:

a) capital and additional amounts to maintain or increase the investment;

b) profits, interest, dividends and other current income;

c) funds in repayment of loans;

d) royalties and fees;

e) proceeds of sale or liquidation of the whole or any part of the investment;

f) compensation under Articles 4 and 5.

3. Notwithstanding paragraphs 1 and 2 of this Article, a Contracting Party may require reports of transfers of currency or other monetary instruments and ensure the satisfaction of judgments in civil, administrative and criminal proceedings, through the equitable, non-discrimrnatory and good faith application of its legislation.

ARTICLE 7

Subrogation

1. If the investments of an investor of one Contracting Party in the territory of the other Contracting Party are insured against non-commercial risks under a legal system of guarantee, any subrogation of the insurer into the rights of the said investor pursuant to the terms of such insurance shall be recognized by the other Contracting Party, without prejudice to the rights of the investor under Article 9 of this Agreement.

2. The insurer shall not be entitled to exercise any rights other than the rights which the investor would have been entitled to exercise.

3. Disputes between a Contracting Party and an insurer shall be tried to be remedied in accordance with the provisions of Article 9 of this Agreement.

ARTICLE 8

Settlement of Disputes between the Contracting Parties

1. Any dispute between the Contracting Parties concerning the interpretation or application of this Agreement shall, if possible, be settled by negotiations, through diplomatic channels.

2. If the dispute cannot thus be settled within six months from the beginning of the negotiations, it shall, upon request of either Contracting Party be submitted to an arbitritration tribunal.

3. The arbitration tribunal shall be constituted ad hoc as follows: Each Contracting Party shall appoint one arbitrator and these two arbitrators shall agree upon a national of a third State, with which both Contracting Parties maintain diplomatic relations, as chairman. The arbitrators shall be appointed within three months, the chairman within five months from the date on which either Contracting Party has informed the other Contracting Party that it intends to submit the dispute to an arbitration tribunal.

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 the necessary appointments. If the President of the Court is a national of either Contracting Party or if he is otherwise prevented from discharging the said function, the Vice-President or if he too is a national of either Contracting Party or is otherwise prevented from discharging the said function, the Member of the Court next in seniority, who is not a national of either Contracting Party, shall be invited to make the necessary appointments.

5. The arbitration tribunal shall decide on the basis of respect of the law, including particularly this Agreement and other relevant agreements between the Contracting Parties, as well as the generally acknowledged rules and principals of international law.

6. Unless the Contracting Parties decide otherwise, the tribunal shall determine its own procedure.
The tribunal shall reach its decision by a majority of votes. Such decision shall be final and binding on the Contracting Parties.

7. Each Contracting Party shall bear the cost of of the arbitrator appointed by itself and of its representation. The cost of the chairman as well as the other costs will be born in equal parts by the Contracting Parties. The tribunal may, however, in its decision direct that a higher proportion of costs shall be born by one of the two Contracting Parties and this award shall be binding on both Contracting Parties.

ARTICLE 9

Settlement of Disputes between an Investor and a Contracting Party

1. Disputes between an investor of a Contracting Party and the other Contracting Party concerning an obligation of the latter under this Agreement, in relation to an investment of the former, shall, if possible, be settled by the disputing parties in an amicable way.

2. If such disputes cannot be settled within six months from the date either party requested amicable settlement, the investor concerned may submit the dispute either to the competent courts of the Contracting Party in the territory of which the investment has been made or to international arbitration.

Each Contracting Party hereby consents to the submission of such dispute to international arbitration.

3. Where the dispute is referred to international arbitration the investor concerned may submit the dispute either to:

a) the International Centre for the Settlement of Investment Disputes, established under the Convention on the Settlement of Investment Disputes between States and Nationals of Other States, opened for signature at Washington D.C. on 18 March 1965, for arbitration or conciliation, or

b) an ad hoc arbitral tribunal to be established under the arbitration rules of the United Nations Commission on International Trade Law (U.N.C.I.T.R.A.L.).

4. The arbitral tribunal shall decide the dispute in accordance with the provisions of this Agreement and the applicable rules and principles of international law. The awards of arbitration shall be final and binding on both parties to the dispute.Each Contracting Party shall carry out without delay any such award and such award shall be enforced in accordance with domestic law.

5. During arbitration proceedings or the enforcement of the award, the Contracting Party involved in the dispute shall not raise the objection that the investor of the other Contracting Party has received compensation under an insurance contract in respect of all or part of the damage.

ARTICLE 10

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 a rule, whether general or specific, entitling investments by investors of the other Contracting Party to a treatment more favourable than is provided for by this Agreement, such rule shall, to the extent that it is more favourable, prevail over this Agreement.

ARTICLE 11

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 one of the Contracting Parties at a place and at a time to be agreed upon through diplomatic channels.

ARTICLE 12

Application

This Agreement shall also apply to investments made prior to its entry into force by investors of either Contracting Party in the territory of the other Contracting Party, consistent with the latter's legislation.

ARTICLE 13

Entry into Force - Duration - Termination

1. This Agreement shall enter into force thirty days after the date on which the Contracting Paries have exchanged written notifications informing each other that the procedures required by their respective laws to this end have been completed. It shall remain in force for a period of fifteen (15) years from that date.

2. Unless notice of termination has been given by either Contracting Party at least one year before the date of expiry of its validity, this Agreement shall thereafter be extended tacitly for periods of fifteen (15) years, each Contracting Party reserving the right to terminate the Agreement upon notice of at least one year before the date of expiry of its current period of validity.

3. In respect of investments made prior to the date of termination of this Agreement, the foregoing Articles shall continue to be effective for a further period of fifteen (15) years from that date.

Done in duplicate at Athens, on April 1st 1997 ,in the Greek, Uzbek and English languages, all texts being equally authentic.

In case of divergence the English text shall prevail.

FOR THE GOVERNMENT OF THE HELLENIC REPUBLIC

FOR THE GOVERNMENT OF THE REPUBLIC OF UZBEKISTAN

Άρθρο δεύτερο

Τα Πρωτόκολλα - Πρακτικά που καταρτίζονται στο πλαίσιο των διαβουλεύσεων του άρθρου 11 της Συμφωνίας εγκρίνονται με κοινή πράξη των αρμόδιων κατά περίπτωση υπουργών.

Άρθρο τρίτο

Η ισχύς του παρόντος νόμου αρχίζει από τη δημοσίευσή του στην Εφημερίδα της Κυβερνήσεως και της Συμφωνίας που κυρώνεται από την πλήρωση των προϋποθέσεων του άρθρου 13 παρ. 1 αυτής.

Παραγγέλλομε τη δημοσίευση του παρόντος στην Εφημερίδα της Κυβερνήσεως και την εκτέλεσή του ως νόμου του Κράτους.

Αθήνα, 8 Ιανουαρίου 1998

Ο ΠΡΟΕΔΡΟΣ ΤΗΣ ΔΗΜΟΚΡΑΤΙΑΣ
ΚΩΝΣΤΑΝΤΙΝΟΣ ΣΤΕΦΑΝΟΠΟΥΛΟΣ

ΟΙ ΥΠΟΥΡΓΟΙ

ΕΞΩΤΕΡΙΚΩΝ
ΘΕΟΔ. ΠΑΓΚΑΛΟΣ

ΕΘΝ. ΟΙΚΟΝΟΜΙΑΣ ΚΑΙ ΟΙΚΟΝΟΜΙΚΩΝ
ΠΑΝ. ΠΑΠΑΝΤΩΝΙΟΥ

ΑΝΑΠΤΥΞΗΣ
ΒΑΣ. ΠΑΠΑΝΔΡΕΟΥ

ΠΟΛΙΤΙΣΜΟΥ
ΕΥΑΓ. ΒΕΝΙΖΕΛΟΣ

Θεωρήθηκε και τέθηκε η Μεγάλη Σφραγίδα του Κράτους

Αθήνα, 12 Ιανουαρίου 1998

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ
ΕΥΑΓ. ΓΙΑΝΝΟΠΟΥΛΟΣ