

54. Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Kraljevine Danske o spodbujanju in medsebojni zaščiti naložb (BDKSZN)

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 KRALJEVINE DANSKE O SPODBUJANJU IN MEDSEBOJNI ZAŠČITI NALOŽB (BDKSZN)**

Razglašam Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Kraljevine Danske o spodbujanju in medsebojni zaščiti naložb (BDKSZN), ki ga je sprejel Državni zbor Republike Slovenije na seji 3. oktobra 2001.

Št. 001-22-113/01
Ljubljana, 11. oktobra 2001

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N**O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO KRALJEVINE DANSKE O SPODBUJANJU IN MEDSEBOJNI ZAŠČITI NALOŽB (BDKSZN)**

1. člen

Ratificira se Sporazum med Vlado Republike Slovenije in Vlado Kraljevine Danske o spodbujanju in medsebojni zaščiti naložb, podpisan v Ljubljani 11. maja 1999.

2. člen

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

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

**A G R E E M E N T
BETWEEN THE GOVERNMENT OF
THE REPUBLIC OF SLOVENIA
AND THE GOVERNMENT OF
THE KINGDOM OF DENMARK
CONCERNING THE PROMOTION AND
RECIPROCAL PROTECTION OF INVESTMENTS**

Uvod

Vlada Republike Slovenije in Vlada Kraljevine Danske, v nadaljevanju pogodbenici, sta se

v želji, da ustvarita ugodne razmere za naložbe v obeh državah in da okrepiata sodelovanje med zasebnimi podjetji v obeh državah z namenom, da bi spodbudili ustvarjalno uporabo sredstev,

ob spoznanju, da bo pošteno in pravično obravnavanje naložb na vzajemni podlagi sledilo temu cilju, sporazumeli, kot sledi:

1. člen

Opredelitev pojmov

Za namen tega sporazuma:

(1) Izraz "naložba" pomeni vsako vrsto premoženja, investiranega v skladu z zakoni in predpisi pogodbenice, na katere ozemlju je naložba izvedena, in vključuje zlasti, vendar ne izključno:

Preamble

The Government of the Republic of Slovenia and the Government of the Kingdom of Denmark, hereinafter referred to as the Contracting Parties,

DESIRING to create favourable conditions for investments in both States and to intensify the co-operation between private enterprises in both States with a view to stimulating the productive use of resources,

RECOGNIZING that a fair and equitable treatment of investments on a reciprocal basis will serve this aim, HAVE AGREED as follows:

Article 1

Definition

For the purpose of this Agreement:

(1) The term "investment" means every kind of asset invested in accordance with the laws and regulations of the Contracting Party in which territory the investment is made, and shall include in particular, but not exclusively:

* Besedilo sporazuma v danskem jeziku je na vpogled v Sektorju za mednarodnopravne zadeve Ministrstva za zunanje zadeve Republike Slovenije.

(i) premičnine in nepremičnine kot tudi druge pravice, kot so najemne pravice, hipoteke, zasegi, zastave, garancije in druge podobne pravice,

(ii) deleže, delnice ali druge oblike udeležbe v družbi ali podjetju ali lastnino družbe ali podjetja ter obveznice in dolgove družbe ali podjetja,

(iii) reinvestirani dohodek, denarne terjatve ali zahtevki do pogodbenih storitev, ki imajo ekonomsko vrednost in so povezane z naložbo,

(iv) pravice industrijske in intelektualne lastnine, vključno z avtorskimi pravicami, patenti, imeni firm, tehnologijo, blagovnimi znamkami, vrednostjo na podlagi dobrega imena in slovesa, know-how in drugimi podobnimi pravicami,

(v) koncesije ali druge pravice, podeljene z zakonom ali s pogodbo, vključno s koncesijami za iskanje, črpanje ali izkoriščanje naravnih virov.

(2) Sprememba oblike, v kateri se premoženje investira, ne vpliva na njegovo naravo kot naložba pod pogojem, da je taka sprememba v skladu z zakoni in predpisi pogodbenice, na katere ozemlju je bila naložba izvedena.

(3) Izraz "dohodek" pomeni zneske, ki jih prinaša naložba, in vključuje zlasti, vendar ne izključno dobiček, obresti, kapitalski dobiček, dividende, licenčnine ali pristojbine.

(4) Izraz "vlagatelj" v zvezi z eno in drugo pogodbenico pomeni:

a) fizične osebe, ki so državljani ene ali druge pogodbenice ali ki imajo v eni ali drugi pogodbenici stalno prebivališče v skladu z njenimi zakoni;

b) kakršen koli subjekt, ustanovljen v skladu s pravom te pogodbenice in po njem priznan kot pravna oseba, kot so družbe, firme, združenja, razvojne finančne institucije, fundacije ali podobni subjekti, ne glede na to ali je njihova odgovornost omejena in ali so njihove dejavnosti usmerjene v dobiček ali ne.

(5) Izraz "ozemlje" ene ali druge pogodbenice pomeni ozemlje pod njeno suverenostjo kot tudi izključne ekonomske cone, nad katerimi pogodbenica v skladu z mednarodnim pravom izvaja suverene pravice ali jurisdikcijo.

Dohodek in v primeru reinvesticij zneski, ki jih reinvesticije prinašajo, so po določbah tega sporazuma deležni iste zaščite kot naložbe.

2. člen

Spodbujanje in zaščita naložb

(1) Vsaka pogodbenica v skladu s svojo zakonodajo in administrativno prakso dopušča naložbe vlagateljev druge pogodbenice, vključno z ustanovitvijo predstavništva druge pogodbenice, in take naložbe tudi spodbuja.

(2) Naložbe vlagateljev ene pogodbenice vedno uživajo vso zaščito in varnost na ozemlju druge pogodbenice. Nobena pogodbenica vlagateljem druge pogodbenice ne sme na noben način škodovati pri upravljanju, vzdrževanju, uporabi, uživanju naložb ali razpolaganju z njimi na svojem ozemlju z nerazumnimi ali diskriminacijskimi ukrepi.

(3) Vsaka pogodbenica spoštuje kakršno koli obveznost, ki jo je prevzela v zvezi z naložbami vlagateljev druge pogodbenice.

3. člen

Obravnava naložb

(1) Vsaka pogodbenica na svojem ozemlju priznava naložbam vlagateljev druge pogodbenice pošteno in pravično

(i) movable and immovable property, as well as any other rights such as leases, mortgages, liens, pledges, guarantees and any other similar rights,

(ii) shares, stock or other forms of participation in or ownership of a company or business enterprise and bonds and debt of a company or business enterprise,

(iii) returns reinvested, claims to money and claims to performance pursuant to contract having an economic value and associated with an investment,

(iv) industrial and intellectual property rights, including copyrights, patents, trade names, technology, trademarks, goodwill, know-how and any other similar rights,

(v) concessions or other rights conferred by law or under contract, including concessions to search for, extract or exploit natural resources.

(2) A change in the form in which assets are invested, does not affect their character as investments, provided that such change is in accordance with the laws and regulations of the Contracting Party in which territory the investment has been made.

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

(4) The term "investor" means with regard to each Contracting Party:

(a) Natural persons having the citizenship or nationality of, or who are permanently residing in each Contracting Party in accordance with its laws.

(b) Any entity established in accordance with, and recognized as a legal person by the law of that Contracting Party, such as companies, firms, associations, development finance institutions, foundations or similar entities irrespective of whether their liabilities are limited and whether or not their activities are directed at profit.

(5) The term "territory" means in respect of each Contracting Party the territory under its sovereignty as well as the exclusive economic zones over which the Contracting Party exercises, in conformity with international law, sovereign rights or jurisdiction.

Returns, and in case of reinvestment amounts yielded from the reinvestment, shall be given the same protection as the investment in accordance with the provisions of this Agreement.

Article 2

Promotion and Protection of Investments

(1) Each Contracting Party shall admit investments by investors of the other Contracting Party, including the establishment of representative offices, in accordance with its legislation and administrative practice and encourage such investments.

(2) Investments of investors of each Contracting Party shall at all times enjoy full protection and security 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 or disposal of investments in its territory of investors of the other Contracting Party.

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

Article 3

Treatment of Investments

(1) Each Contracting Party shall in its territory accord to investments made by investors of the other Contracting

obravnavo, ki v nobenem primeru ni manj ugodna od tiste, ki jo priznava lastnim vlagateljem ali vlagateljem katere koli tretje države, kar je pač ugodnejše za vlagatelja.

(2) Vsaka pogodbenica vlagateljem ene pogodbenice glede upravljanja, vzdrževanja, uporabe, uživanja naložb ali razpolaganja z njimi priznava pošteno in pravično obravnavo, ki v nobenem primeru ni manj ugodna od tiste, ki jo ta pogodbenica priznava lastnim vlagateljem ali vlagateljem katere koli tretje države, kar je pač ugodnejše za vlagatelja.

4. člen Izjeme

Določbe tega sporazuma glede priznavanja obravnave, ki ni manj ugodna od tiste, ki se priznava vlagateljem ene ali druge pogodbenice ali katere koli tretje države, se ne razlagajo, kot da obvezujejo eno pogodbenico, da zagotovi vlagateljem druge pogodbenice obravnavo, ugodnosti ali privilegije na podlagi:

- a) članstva v kateri koli obstoječi ali prihodnji regionalni organizaciji za gospodarsko povezovanje ali v carinski uniji, katere članica je ena od pogodbenic ali to utegne postati, ali
- b) kakršnega koli mednarodnega sporazuma ali dogovora, ki se v celoti ali v glavnem nanaša na obdavčenje.

5. člen Razlastitev in nadomestilo

(1) Naložbe vlagateljev ene ali druge pogodbenice se na ozemlju druge pogodbenice ne smejo nacionalizirati, razlastiti ali se v zvezi z njimi sprejeti drugi ukrepi z enakim učinkom, kot ga ima nacionalizacija ali razlastitev (v nadaljevanju "razlastitev"), razen za razlastitve, izvedene v javnem interesu, na nediskriminacijski podlagi v skladu s pravilnim zakonskim postopkom in za takojšnje, ustrezno in učinkovito nadomestilo.

(2) Tako nadomestilo je v višini poštene tržne vrednosti razlašene naložbe tik pred razlastitvijo ali preden je nameravana razlastitev postala tako splošno znana, da je vplivala na vrednost naložbe (v nadaljevanju "datum vrednotenja").

(3) Ta poštena tržna vrednost se izračuna v prosto zamenljivi valuti na podlagi tržnega menjalnega tečaja, ki velja za to valuto na datum vrednotenja. Nadomestilo se plača brez odlašanja in vključuje obresti po komercialni obrestni meri, določeni na tržni podlagi od dneva razlastitve do dneva plačila.

(4) Oškodovani vlagatelj ima pravico po zakonu pogodbenice, ki je razlastitev izvedla, da sodni ali drug pristojen in neodvisen organ te pogodbenice takoj pregleda njegov primer, vrednotenje njegove naložbe in plačilo nadomestila v skladu z načeli, ki so določena v prvem odstavku tega člena.

(5) Kadar pogodbenica na svojem ozemlju razlasti premoženje družbe ali podjetja, ki je registrirano ali ustanovljeno po njenem pravu in v katerem imajo vlagatelji druge pogodbenice naložbo, vključno z delnicami, se uporabijo določbe tega člena, da se za te vlagatelje zagotovi takojšnje, ustrezno in učinkovito nadomestilo za kakršno koli oškodovanje ali zmanjšanje poštene tržne vrednosti te naložbe, kar je rezultat razlastitve.

6. člen Nadomestilo za izgube

(1) Vlagateljem ene pogodbenice, pri naložbah katerih so nastale izgube zaradi vojne ali drugega oboroženega

Party fair and equitable treatment which in no case shall be less favourable than that accorded to its own investors or to investors of any third State, whichever is the more favourable to the investor.

(2) Each Contracting Party shall in its territory accord investors of the other Contracting Party, as regards their management, maintenance, use, enjoyment or disposal of their investment, fair and equitable treatment which in no case shall be less favourable than that accorded to its own investors or to investors of any third State, whichever is the more favourable to the investor.

Article 4 Exceptions

The provisions of this Agreement relative to the granting of treatment not less favourable than that accorded to the investors of each Contracting Party or of any third State 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) membership of any existing or future Regional Economic Integration Organisation or customs union of which one of the Contracting Parties is or may become a party, or
- (b) any international agreement or arrangement relating wholly or mainly to taxation.

Article 5 Expropriation and Compensation

(1) Investments of investors of each Contracting Party shall not be nationalized, expropriated or subjected to measures having effect equivalent to nationalisation or expropriation (hereinafter referred to as "expropriation") in the territory of the other Contracting Party except for expropriations made in the public interest, on a basis of non-discrimination, carried out under due process of law, and against prompt, adequate and effective compensation.

(2) Such compensation shall amount to the fair market value of the investment expropriated immediately before the expropriation or impending expropriation became known in such a way as to affect the value of the investment (hereinafter referred to as the "valuation date").

(3) Such fair market value shall be calculated in a freely convertible currency on the basis of the market rate of exchange existing for that currency on the valuation date. Compensation shall be paid promptly and include interest at a commercial rate established on a market basis from the date of expropriation until the date of payment.

(4) The investor affected shall have a right to prompt review under the law of the Contracting Party making the expropriation, by a judicial or other competent and independent authority of that Contracting Party, of its case, of the valuation of its investment, and of the payment of compensation, in accordance with the principles set out in section 1 of this Article.

(5) When a Contracting Party expropriates the assets of a company or an enterprise in its territory, which is incorporated or constituted under its law, and in which investors of the other Contracting Party have an investment, including through shareholding, the provisions of this Article shall apply to ensure prompt, adequate and effective compensation for those investors for any impairment or diminishment of the fair market value of such investment resulting from the expropriation.

Article 6 Compensation for Losses

(1) Investors of one Contracting Party whose investments in the territory of the other Contracting Party suffer

spopada, revolucije, izrednega stanja v državi, upora, vstaje ali nemirov na ozemlju druge pogodbenice, ta druga pogodbenica priznava glede vzpostavitve v prejšnje stanje, odškodnine, nadomestila ali druge poravnave nič manj ugodno obravnavo, kot jo ta druga pogodbenica priznava svojim vlagateljem ali vlagateljem katere koli tretje države, kar je pač ugodnejše za vlagatelja.

(2) Brez škode za prvi odstavek tega člena je vlagatelju pogodbenice, ki je na ozemlju druge pogodbenice zaradi ene od okoliščin iz istega odstavka imel škodo, ki je nastala zaradi

(a) delne ali celotne zaplembe njegove naložbe, ki so jo izvedle sile ali oblasti te druge pogodbenice, ali

(b) uničenja njegove naložbe ali njenega dela, ki so jih povzročile sile ali oblasti te druge pogodbenice, ki pa ga nujnost okoliščine ni narekovala,

zagotovljena vzpostavitev v prejšnje stanje ali nadomestilo, ki je v enem ali drugem primeru takojšnje, ustrezno in učinkovito.

7. člen

Prenos kapitala in dohodka

(1) Vsaka pogodbenica vlagateljem druge pogodbenice dovoli prost prenos sredstev v zvezi z njihovimi naložbami na njenem ozemlju in še zlasti, vendar ne izključno:

(a) začetnega kapitala in kakršnega koli dodatnega kapitala za vzdrževanje in razvoj naložbe,

(b) investiranega kapitala ali izkupička od celotne ali delne prodaje ali likvidacije naložbe,

(c) obresti, dividend, dobička in drugega ustvarjenega dohodka,

(d) plačil, opravljenih za odplačilo kreditov za naložbe, in zapadlih obresti,

(e) plačil, ki izhajajo iz pravic, naštetih v točki (iv) prvega odstavka 1. člena tega sporazuma,

(f) neporabljenih zaslužkov in drugih prejemkov tujega oseba, ki je bilo v zvezi z naložbo angažirano iz tujine,

(g) nadomestila, vrnitve v prejšnje stanje, odškodnine ali druge poravnave na podlagi 5. in 6. člena.

(2) Prenosi plačil iz prvega odstavka tega člena se opravijo brez odlašanja in v prosto zamenljivi valuti.

(3) Prenosi se opravijo po tržnem menjalnem tečaju, ki velja na dan prenosa za gotovinske posle v valuti prenosa. Če ni deviznega trga, se uporablja menjalni tečaj, ki je bil uporabljen pri najnovejših naložbah v državo.

8. člen

Subrogacija

Če ena pogodbenica ali od nje imenovana agencija opravi plačilo svojim vlagateljem na podlagi jamstva, danega v zvezi z naložbo na ozemlju druge pogodbenice, potem ta druga pogodbenica prizna:

(a) prenos vseh pravic ali terjatev vlagatelja na prvo pogodbenico ali od nje imenovano agencijo na podlagi zakona ali pravnega posla.

(b) da je prva pogodbenica ali od nje imenovana agencija na podlagi subrogacije upravičena uresničevati pravice in uveljavljati terjatve tega investitorja.

9. člen

Spori med pogodbenico in vlagateljem

(1) Vsak spor, ki lahko nastane med vlagateljem ene pogodbenice in drugo pogodbenico v zvezi z naložbo na ozemlju te druge pogodbenice se, kolikor je mogoče, rešuje po mirni poti.

losses owing to war or other armed conflict, revolution, a state of national emergency, revolt, insurrection, or riot in the territory of the latter 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 the more favourable to the investor.

(2) Without prejudice to section 1 of this Article, an investor of a Contracting Party who, in any of the situations referred to in that section, suffers a loss in the territory of another Contracting Party resulting from

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

(b) destruction of its 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 7

Transfer of Capital and Returns

(1) Each Contracting Party shall with respect to investments in its territory by investors of the other Contracting Party allow the free transfer of funds related to their investments and includes in particular, though not exclusively:

(a) the initial capital and any additional capital for the maintenance and development of an investment;

(b) the invested capital or the proceeds from the sale or liquidation of all or any part of an investment;

(c) interests, dividends, profits and other returns realized;

(d) payments made for the reimbursement of the credits for investments, and interests due;

(e) payments derived from rights enumerated in Article 1, section 1, iv of this Agreement;

(f) unspent earnings and other remunerations of personnel engaged from abroad in connection with an investment;

(g) compensation, restitution, indemnification or other settlement pursuant to Articles 5 and 6.

(2) Transfers of payments under section 1 of this Article shall be effected without delay and in a freely convertible currency.

(3) Transfers shall be made at the market rate of exchange existing on the date of transfer with respect to spot transactions in the currency to be transferred. In the absence of a market for foreign exchange, the rate to be used will be the most recent exchange rate applied to inward investments.

Article 8

Subrogation

If one Contracting Party or its designated agency makes a payment to its own investors under a guarantee it has accorded in respect of an investment in the territory of the other Contracting Party, the latter Contracting Party shall recognize:

(a) the assignment, whether under the law or pursuant to a legal transaction, of any right or claim by the investor to the former Contracting Party or to its designated agency and

(b) that the former Contracting Party or its designated agency is entitled by virtue of subrogation to exercise the rights and enforce the claims of that investor.

Article 9

Disputes between a Contracting Party and an Investor

(1) Any disputes which may arise between an investor of one Contracting Party and the other Contracting Party in connection with an investment in the territory of that other Contracting Party shall, as far as possible, be settled amicably.

(2) Če tak spor med vlagateljem ene pogodbenice in drugo pogodbenico po treh mesecih še vedno traja, ima vlagatelj pravico, da predloži spor v reševanje bodisi:

(a) mednarodni arbitraži Mednarodnega centra za reševanje investicijskih sporov, ki je bil ustanovljen v skladu s Konvencijo o reševanju investicijskih sporov med državami in državljani drugih držav, ki je bila na voljo za podpis v Washingtonu D.C. 18. marca 1965 (Konvencija ICSID), ali

(b) razsodniku ali mednarodnemu ad hoc arbitražnemu sodišču, ustanovljenemu v skladu z Arbitražnimi pravili Komisije Združenih narodov za mednarodno trgovinsko pravo.

10. člen

Spori med pogodbenicama

(1) Če pride do spora med pogodbenicama v zvezi z razlago in uporabo tega sporazuma, ga pogodbenica, kolikor je to le mogoče, poskuša rešiti s pogajanjem.

(2) Če spora ni mogoče rešiti v treh mesecih od njegovega začetka, se spor na zahtevo ene ali druge pogodbenice predloži arbitražnemu sodišču.

(3) Tako arbitražno sodišče se ustanovi za vsak posamezen primer na naslednji način:

(a) V treh mesecih od prejema zahteve za arbitražo vsaka pogodbenica imenuje enega člana razsodišča. Ta dva člana nato izbereta državljana tretje države, ki se po odobritvi pogodbenic imenuje za predsednika razsodišča. Predsednik se imenuje v treh mesecih od dne, ko sta bila imenovana druga dva člana.

(b) Če potrebna imenovanja niso bila opravljena v navedenih rokih, lahko ena ali druga pogodbenica, če ni dogovorjeno drugače, povabi predsednika Meddržavnega sodišča, da opravi potrebna imenovanja. Če je predsednik sodišča državljan ene od pogodbenic ali iz kakršnega koli razloga ne more opraviti te naloge, se povabi podpredsednik sodišča, da opravi imenovanja. Če je podpredsednik sodišča državljan ene od pogodbenic ali iz kakršnega koli razloga tudi ne more opraviti te naloge, se povabi po funkciji naslednji najstarejši član Meddržavnega sodišča, ki ni državljan ene od pogodbenic, da opravi potrebna imenovanja.

(c) Arbitražno sodišče uporablja določbe tega sporazuma, drugih sporazumov, sklenjenih med pogodbenicama, in postopkovna merila, ki se zahtevajo po mednarodnem pravu. Odloča z večino glasov. Arbitražno sodišče samo določi svoj poslovnik.

(d) Odločitve sodišča so dokončne in zavezujoče za obe pogodbenici v sporu.

(e) Vsaka pogodbenica krije stroške svojega člana razsodišča in svojih predstavnikov v arbitražnem postopku. Pogodbenici krijeta stroške za predsednika in vse preostale stroške v enakih delih.

11. člen

Posvetovanja

Vsaka pogodbenica lahko predlaga drugi pogodbenici, da se posvetujeta o kakršni koli zadevi, ki vpliva na uporabo tega sporazuma. Do posvetovanj pride na predlog ene ali druge pogodbenice v kraju in v času, o katerem se dogovorita po diplomatski poti.

12. člen

Uporaba tega sporazuma

Določbe tega sporazuma se uporabljajo za vse naložbe, ki jih vlagatelj ene pogodbenice izvedejo na ozemlju

(2) If such dispute between an investor of one Contracting Party and the other Contracting Party continues to exist after a period of three months, investor shall be entitled to submit the case either to:

(a) international arbitration of the International Centre for Settlement of Investment Disputes established pursuant to 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 (ICSID Convention), or

(b) an arbitrator or international ad hoc arbitral tribunal established under the Arbitration Rules of the United Nations Commission on International Trade Law.

Article 10

Disputes between the Contracting Parties

(1) If any dispute arises between the Contracting Parties concerning the interpretation and application of this Agreement, the Contracting Party shall, as far as possible, try to settle any such dispute through negotiations.

(2) If such a dispute cannot be settled within three months from the beginning of the dispute, it shall, upon the request of either Contracting Party, be submitted to an arbitral tribunal.

(3) Such an arbitral tribunal shall be constituted for each individual case in the following way:

(a) Within three 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 Contracting Parties shall be appointed Chairman of the tribunal. The Chairman shall be appointed within three months from the date of appointment of the other two members.

(b) If within any of the periods specified 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 if he 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 if he, too, 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.

(c) The arbitral tribunal shall apply the provisions of this Agreement, other Agreements concluded between the Contracting Parties, and the procedural standards called for by international law. It shall reach its decision by a majority of votes. The arbitral tribunal determines its own procedure.

(d) The decisions of the tribunal are final and binding upon the Contracting Parties to the dispute.

(e) Each Contracting Party shall bear the cost of its own member of the tribunal and of its representation in the arbitral proceedings. The cost of the Chairman and the remaining costs shall be borne in equal parts by the Contracting Parties.

Article 11

Consultations

Each Contracting Party may propose to the other Contracting Party to consult on any matter affecting the application of this Agreement. These consultations shall be held on the proposal of one of the Contracting Parties at a place and at a time agreed upon through diplomatic channels.

Article 12

Applicability of this Agreement

The provisions of this Agreement shall apply to all investments made by investors of one Contracting Party in the

druge pogodbenice pred začetkom veljavnosti tega sporazuma ali po njem. Ne veljajo pa za razhajanja ali spore, nastale pred začetkom njegove veljavnosti.

13. člen

Spremembe in dopolnitve

Ob začetku veljavnosti tega sporazuma ali kadar koli po začetku veljavnosti se določbe tega sporazuma lahko spremenijo na način, o katerem se dogovorita pogodbenici. Te spremembe začnejo veljati, ko sta pogodbenici druga drugo obvestili, da so izpolnjene notranjepravne zahteve za začetek veljavnosti.

14. člen

Razširitev ozemlja

Ta sporazum ne velja za Ferske otoke in Grenlandijo. Uporaba določb tega sporazuma se lahko razširi na Ferske otoke in Grenlandijo, če se tako dogovorita pogodbenici z izmenjavo not.

15. člen

Začetek veljavnosti

Pogodbenici se pisno obvestita, da so izpolnjene notranjepravne zahteve za začetek veljavnosti tega sporazuma. Sporazum začne veljati trideset dni po datumu zadnjega uradnega obvestila.

16. člen

Trajanje in prenehanje

(1) Sporazum velja deset let. Po tem obdobju ostane še naprej v veljavi, dokler ena pogodbenica pisno ne obvesti druge pogodbenice o svoji nameri, da ga odpove. Obvestilo o odpovedi začne veljati eno leto po datumu uradnega obvestila.

(2) Za naložbe, izvedene pred datumom, ko začne veljati obvestilo o odpovedi tega sporazuma, ostanejo v veljavi določbe 1. do 12. člena še nadaljnjih deset let od tega datuma.

V dokaz tega sta spodaj podpisana predstavnika, ki sta ju za to pravilno pooblastili njihovi vladi, podpisala ta sporazum.

Sestavljeno v dveh izvodih v Ljubljani dne 11. maja 1999 v slovenskem, danskem in angleškem jeziku. Pri razlikah v razlagi prevlada angleško besedilo.

Za Vlado
Republike Slovenije
Vojka Ravbar l. r.

Za Vlado
Kraljevine Danske
Kjeld Juel Petersen l. r.

territory of the other Contracting Party prior to or after the entry into force of the Agreement. It shall, however, not be applicable to divergencies or disputes which have arisen prior to its entry into force.

Article 13

Amendments

At the time of entry into force of this Agreement or at any time thereafter the provisions of this Agreement may be amended in such manner as may be agreed between the Contracting Parties. Such amendments shall enter in force when the Contracting Parties have notified each other that the constitutional requirements for the entry into force have been fulfilled.

Article 14

Territorial Extension

This Agreement shall not apply to the Faroe Islands and Greenland.

The provisions of this Agreement may be extended to the Faroe Islands and Greenland as may be agreed between the Contracting Parties in an Exchange of Notes.

Article 15

Entry into Force

The Contracting Parties shall notify each other when the constitutional requirements for the entry into force of this Agreement have been fulfilled. The Agreement shall enter into force thirty days after the date of that last notification.

Article 16

Duration and Termination

(1) This Agreement shall remain in force for a period of ten years. It shall remain in force thereafter until either Contracting Party notifies in writing the other Contracting Party of its intention to terminate this Agreement. The notice of termination shall become effective one year after the date of notification.

(2) In respect of investments made prior to the date when the notice of termination of this Agreement becomes effective, the provisions of Articles 1 to 12 shall remain in force for a further period of ten years from that date.

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

Done in duplicate in Ljubljana on 11th May, 1999 in the Slovenian, Danish and English languages. In case of divergence of interpretation, the English text shall prevail.

For the Government of
the Republic of Slovenia
Vojka Ravbar, (s)

For the Government of
the Kingdom of Denmark
Kjeld Juel Petersen, (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. 410-01/01-35/1

Ljubljana, dne 3. oktobra 2001

Predsednik
Državnega zbora
Republike Slovenije
Borut Pahor l. r.