

93. Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Kraljevine Tajske o spodbujanju in zaščiti naložb s Protokolom (BTHSZN)

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 TAJSKE O SPODBUJANJU IN ZAŠČITI NALOŽB S PROTOKOLOM (BTHSZN)

Razglašam Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Kraljevine Tajske o spodbujanju in zaščiti naložb s Protokolom (BTHSZN), ki ga je sprejel Državni zbor Republike Slovenije na seji 19. julija 2000.

Št. 001-22-148/00
Ljubljana, dne 27. julija 2000

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N

O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO KRALJEVINE TAJSKE O SPODBUJANJU IN ZAŠČITI NALOŽB S PROTOKOLOM (BTHSZN)

1. člen

Ratificira se Sporazum med Vlado Republike Slovenije in Vlado Kraljevine Tajske o spodbujanju in zaščiti naložb s Protokolom, podpisan v Bangkoku 18. februarja 2000.

2. člen

Sporazum s protokolom se v izvorniku v angleškem jeziku in prevodu glasi:

A G R E E M E N T

**BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF SLOVENIA AND THE
GOVERNMENT OF THE KINGDOM OF THAILAND
ON THE PROMOTION AND PROTECTION
OF INVESTMENTS**

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

Desiring to intensify economic cooperation for the mutual benefit of both countries and to maintain fair and equitable conditions for investments by investors of one 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 business initiatives,

Have agreed as follows:

Article 1

Definitions

For the purpose of this Agreement:

1. The term "Investment" shall mean every kind of asset invested 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) movable and immovable property and any property rights such as leases, mortgages, liens and pledges;
- b) shares, stocks, debentures and any other similar forms of participation in a company;
- c) claims to money or to any performance under contract having an economic value;

S P O R A Z U M

**MED VLADO REPUBLIKE SLOVENIJE
IN VLADO KRALJEVINE TAJSKE
O SPODBUJANJU IN ZAŠČITI
NALOŽB**

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

v želji, da okrepiata gospodarsko sodelovanje v obojestransko korist obeh držav in da ohranjata poštene in pravične razmere za naložbe vlagateljev ene pogodbenice na ozemlje druge pogodbenice,

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

sporazumeli, kot sledi:

1. člen

Opredelitev pojmov

Za namen tega sporazuma:

1. Izraz "naložba" pomeni vsako vrsto premoženja, ki ga vlagatelj ene pogodbenice vložijo na ozemlje druge pogodbenice v skladu z njenimi zakoni in predpisi, in zlasti, vendar ne izključno:

- a) premičnine in nepremičnine ter katere koli stvarne pravice, kot so zakup, hipoteka, zaseg in zastava;
- b) deleže, delnice, obveznice in kakršne koli druge podobne oblike udeležbe v družbi;
- c) denarne terjatve ali katere koli pogodbene storitve, ki imajo ekonomsko vrednost;

d) intellectual and industrial property rights and goodwill; and

e) concessions conferred by law, by administrative act or under a contract, by a competent authority, including concessions to search for, develop, extract or exploit natural resources.

Any alteration of the form in which assets 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. Treatment may not be less favourable than that accorded to the original investment.

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

3. The term "Investor" shall mean:

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

b) legal persons constituted under the law of that Contracting Party.

4. The term "Territory" shall mean the territory of each Contracting Party as well as the exclusive economic zone, the seabed and subsoil, over which the Contracting Party exercises, in accordance with international law, sovereign rights or jurisdiction.

5. The term "freely usable currencies" shall mean currencies that the International Monetary Fund determines from time to time as freely usable currencies in accordance with the Articles of the International Monetary Fund and Amendments thereafter.

Article 2

Promotion and Protection of Investments

1. Each Contracting Party shall promote 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 accord to investments in its territory of investors of the other Contracting Party fair and equitable treatment and full and constant protection and security.

3. Neither Contracting Party shall impair by unreasonable, arbitrary or discriminatory measures the management, maintenance, use, enjoyment or disposal of investments in its territory of investors of the other Contracting Party.

4. Each Contracting Party shall within the framework of its legislation give a sympathetic consideration to applications for necessary permits in connection with the investments in its territory, including authorisations for engaging top managerial and technical personnel of their choice, regardless of their nationality.

Article 3

Treatment of Investments

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 not less favourable than that which the latter Contracting Party accords to the investments and returns made by its own investors or by investors of any third State, whichever is the more favourable.

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 not 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.

d) pravice intelektualne in industrijske lastnine ter dobro ime in

e) koncesije, vključno s koncesijami za iskanje, pripravljanje, črpanje ali izkoriščanje naravnih virov, ki jih z zakonom, upravnim aktom ali pogodbo podeljuje pristojni organ.

Kakršna koli sprememba oblike, v kateri se premoženje investira ali reinvestira, ne vpliva na njegovo naravo kot naložbo pod pogojem, da je taka sprememba v skladu z zakoni in predpisi pogodbenice, na ozemlju katere je bila naložba izvedena. Obravnava ne sme biti manj ugodna od tiste, ki je bila zagotovljena prvotni naložbi.

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

3. Izraz "vlagatelj" pomeni:

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

b) pravne osebe, ustanovljene po zakonu te pogodbenice.

4. Izraz "ozemlje" pomeni ozemlje vsake pogodbenice kot tudi izključno ekonomsko cono, morsko dno in podzemlje, nad katerimi ta pogodbenica uresničuje suverene pravice ali jurisdikcijo v skladu z mednarodnim pravom.

5. Izraz "prosto uporabljive valute" pomeni valute, ki jih Mednarodni denarni sklad od časa do časa določi za prosto uporabljive valute v skladu s Statutom Mednarodnega denarnega sklada in njegovimi amandmaji.

2. člen

Spodbujanje in zaščita naložb

1. Pogodbenica spodbuja na svojem ozemlju naložbe vlagateljev druge pogodbenice in sprejema take naložbe na svoje ozemlje v skladu s svojimi zakoni in predpisi.

2. Pogodbenica zagotovi naložbam vlagateljev druge pogodbenice na svojem ozemlju pošteno in pravično obravnavo ter popolno in trajno zaščito in varnost.

3. Pogodbenica z neupravičenimi, samovoljnimi ali diskriminacijskimi ukrepi na svojem ozemlju ne ovira vlagateljev druge pogodbenice pri upravljanju, vzdrževanju, uporabi in uživanju naložb ali razpolaganju z njimi.

4. Pogodbenica v okviru svoje zakonodaje obravnava merno obravnava prošnje vlagateljev za potrebna dovoljenja v zvezi z naložbami na svojem ozemlju, vključno z dovoljenji za zaposlovanje vodilnega poslovnega in strokovnega osebja po njihovi izbiri ne glede na njihovo državljanstvo.

3. člen

Obravnava naložb

1. Naložbe vlagateljev ene pogodbenice na ozemlju druge pogodbenice ali dohodek, povezan z njimi, so deležne obravnave, ki ni manj ugodna od tiste, ki jo ta druga pogodbenica zagotavlja naložbam in ustvarjenemu dohodku svojih vlagateljev ali vlagateljev katere koli tretje države, kar je ugodnejše.

2. Vlagateljem ene pogodbenice druga pogodbenica glede upravljanja, vzdrževanja, uporabe in uživanja naložb ali razpolaganja z njimi zagotavlja obravnavo, ki ni manj ugodna od tiste, ki jo ta druga pogodbenica zagotavlja svojim vlagateljem ali vlagateljem katere koli tretje države, kar je ugodnejše.

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 forms of regional cooperation to which either of the Contracting Parties is or may become a Party,

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

Article 4

Expropriation

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

2. Such compensation shall amount to the market value of the investment expropriated immediately before expropriation or before impending expropriation became public knowledge, whichever is the earlier, and shall be payable from the due date with interest at the applicable rate provided by laws or other relevant regulations of the Contracting Party until the date of payment.

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

Article 5

Compensation for Losses

Investor of one Contracting Party whose investment 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 this Contracting Party treatment in relation to such losses, including compensation, indemnification or restitution, no less favourable than that which the latter Contracting Party accords to its own investors or investors of any third State, whichever is more favourable to the investor. Any payment made under this Article shall be immediately realisable and freely transferable in freely usable currency.

Article 6

Transfer of Payments

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) funds in repayment of loans 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 4 and 5 of this Agreement;
- f) payments arising out of the settlement of a dispute;

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) kakršnega koli obstoječega ali prihodnjega prostotrgovinskega območja, carinske unije, skupnega trga ali drugih oblik regionalnega sodelovanja, katerih članica je ali lahko postane ena ali druga pogodbenica,

b) katerega koli mednarodnega sporazuma ali kakršne koli domače zakonodaje, ki se v celoti ali pretežno nanaša na obdavčenje.

4. člen

Razlastitev

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

2. Tako nadomestilo je enako tržni vrednosti razlaščenih naložb tik pred razlastitvijo ali preden je nameravana razlastitev postala splošno znana, kar se je zgodilo prej, in se plača skupaj z obrestmi po veljavni, z zakoni ali drugimi predpisi te pogodbenice predpisani obrestni meri od dneva zapadlosti do dneva plačila.

3. Vlagatelj, katerega naložbe so razlaščene, ima pravico zahtevati, da sodni ali drug pristojni organ te pogodbenice takoj pregleda njegov primer in vrednotenje njegovih naložb v skladu z načeli iz tega člena.

5. člen

Nadomestilo za izgube

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 v zvezi s takimi izgubami, vključno z nadomestilom, odškodnino ali vzpostavitevijo prejšnjega stanja, nič manj ugodno obravnavo kot svojim vlagateljem ali vlagateljem katere koli tretje države, kar je za vlagatelja ugodnejše. Vsako plačilo, opravljeno na podlagi tega člena, je takoj unovčljivo in prosto prenosljivo v prosto uporabljivi valuti.

6. člen

Prenos plačil

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

- a) začetnega kapitala in dodatnih prispevkov za vzdrževanje ali razvoj naložb;
- b) dohodka;
- c) sredstev za odplačilo posojil v zvezi z naložbo;
- d) izkupička od celotne ali delne prodaje ali likvidacije naložbe;
- e) kakršnega koli nadomestila ali drugega plačila iz 4. in 5. člena tega sporazuma;
- f) plačil, ki izhajajo iz rešitve spora;

g) earnings and other remuneration of nationals of the other Contracting Party who are employed and allowed to work in connection with the investment in its territory.

2. Each Contracting Party shall further guarantee that transfers shall be made in freely usable currencies at the market rate of exchange existing on the date of transfer.

Article 7 Subrogation

If a Contracting Party or its designated agency makes a payment to its investor under an indemnity covering non-commercial risk given in respect of an investment in the territory of the other Contracting Party, the latter Contracting Party shall, without prejudice to the rights of the former Contracting Party under Article 9, recognize the assignment to the former Contracting Party or its designated agency of all rights and claims of the investor which that Contracting Party or its designated agency shall be entitled to exercise by virtue of subrogation to the same extent as the Party indemnified.

Article 8 Disputes between an Investor and a Contracting Party

1. Any dispute between an investor of one Contracting Party and the other Contracting Party shall be settled amicably.

2. If such a dispute cannot be settled within a period of three (3) months from the date of request for settlement, the investor concerned may submit the dispute either to:

a) the competent court of the Contracting Party; or
b) conciliation or arbitration through the International Center for the Settlement of Investments Disputes (ICSID), in case both Contracting Parties are Contracting States to the Convention on the Settlement of Investments Disputes between States and Nationals of other States, opened for signature in Washington D.C. on March 18, 1965; or

c) an ad-hoc tribunal which, unless otherwise agreed upon by the parties to the dispute, shall be established under the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL).

3. The award shall be final and binding on both parties to the dispute and shall be enforced in accordance with the laws of the Contracting Party to the dispute.

Article 9 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 negotiations.

2. If the dispute cannot thus be settled within six (6) months, following the date on which such negotiations were requested by either Contracting Party, it shall at 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. Within two (2) 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

g) zaslužkov ali drugih prejemkov državljanov druge pogodbenice, ki so zaposleni in jim je dovoljeno delati v zvezi z naložbo na njenem ozemlju.

2. Vsaka pogodbenica nadalje jamči, da se prenosi opravijo v prosto uporabljivih valutah po tržnem menjalnem tečaju, ki velja na dan prenosa.

7. člen Subrogacija

Če pogodbenica ali agencija, ki jo ta imenuje, opravi plačilo svojemu vlagatelju na podlagi jamstva, ki pokriva nekomercialno tveganje, danega v zvezi z naložbo na ozemlju druge pogodbenice, potem ta druga pogodbenica, ne da bi posegala v pravice prve pogodbenice iz 9. člena, prizna prenos vseh pravic in terjatev vlagatelja na prvo pogodbenico ali njeno agencijo, ki jih bo ta upravičena uresničevati na podlagi subrogacije v enakem obsegu kot odškodovana stranka.

8. člen Spori med vlagateljem in pogodbenico

1. Vsak spor med vlagateljem ene pogodbenice in drugo pogodbenico se rešuje po mirni poti.

2. Če tak spor ne more biti rešen v treh (3) mesecih po datumu zahteve za rešitev, lahko prizadeti vlagatelj predloži spor bodisi:

a) pristojnemu sodišču pogodbenice ali
b) v spravo ali arbitražo prek Mednarodnega centra za reševanje investicijskih sporov (ICSID), če sta pogodbenici tega sporazuma državi pogodbenici Konvencije o reševanju investicijskih sporov med državami in državljani drugih držav, ki je bila dana na voljo za podpis v Washingtonu D.C. 18. marca 1965, ali

c) ad hoc arbitražnemu sodišču, ki se, če se stranki v sporu ne dogovorita drugače, ustanovi po Arbitražnih pravilih Komisije Združenih narodov za mednarodno trgovinsko pravo (UNCITRAL).

3. Razsodba je dokončna in zavezujoča za stranki v sporu in se izvrši v skladu z zakoni pogodbenice v sporu.

9. člen Spori med pogodbenicama

1. Spori med pogodbenicama v zvezi z razlago in uporabo tega sporazuma se, kolikor je mogoče, rešujejo s pogajanjem.

2. Če spora tako ni mogoče rešiti v šestih (6) mesecih po datumu, ko je ena ali druga pogodbenica zahtevala ta pogajanja, se spor na zahtevo ene ali druge pogodbenice predloži arbitražnemu sodišču.

3. Arbitražno sodišče se ustanovi za vsak posamezen primer na naslednji način. Vsaka pogodbenica imenuje enega člana arbitražnega sodišča v dveh (2) mesecih po prejemu zahtevka za arbitražo. Ta dva člana nato izbereta državljana tretje države, ki se po odobritvi obeh pogodbenic imenuje za predsednika arbitražnega sodišča. Predsednik se imenuje v treh (3) mesecih od dne, 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 imenova-

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 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 or is otherwise prevented from discharging the said function, shall be invited to make the necessary appointments.

5. The Arbitral Tribunal shall reach its decision by a majority of votes. The decisions of the Tribunal shall be final and binding on both Contracting Parties. Each Contracting Party shall bear the costs of the member appointed by that Contracting Party and of its representation 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 the sharing of the costs. In all other respects, the Arbitral Tribunal shall determine its own rules of procedure.

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 regulation, 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 provisions shall, to the extent that they are more favourable, prevail over this Agreement.

Article 11

Application of the Agreement

This Agreement shall apply to all investments, whether made before or after its entry into force, but shall not apply to any dispute concerning an investment which arose, or any claim concerning an investment which was settled, before its entry into force.

Article 12

Entry into Force, Duration and Termination

1. 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 on the thirtieth (30) day after the date of receipt of the last notification.

2. This Agreement shall remain in force initially for a period of ten (10) years and shall be considered as renewed on the same terms for a period of ten (10) years and so forth, unless at least twelve (12) months before its expiration either Contracting Party notifies the other in writing of its intention to terminate the Agreement.

3. In respect of investments made prior to the date of termination of this Agreement, the provisions of Articles 1 to 11 shall remain in force for a further period of ten (10) years from the date of termination of this Agreement.

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

nja. Če je predsednik državljan ene ali druge pogodbenice ali iz kakršnega koli drugega razloga ne more opraviti te naloge, se zaprosi podpredsednik, da opravi potrebna imenovanja. Če je podpredsednik državljan ene ali druge pogodbenice ali če tudi on ne more opraviti te naloge, se zaprosi po funkciji naslednji najvišji član Meddržavnega sodišča, ki ni državljan ene ali druge pogodbenice ali iz kakršnega koli drugega razloga ne more opraviti te naloge, da opravi potrebna imenovanja.

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

10. 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 iz druge pogodbenice zagotavljala ugodnejšo obravnavo, kot jo predvideva ta sporazum, bodo taka pravila v obsegu, kolikor so ugodnejša, prevladala nad tem sporazumom.

11. člen

Uporaba sporazuma

Ta sporazum se uporablja za vse naložbe ne glede na to, ali so bile izvedene pred začetkom njegove veljavnosti ali po njem, vendar pa se ne uporablja za noben spor v zvezi z naložbo, ki se je začel, ali za nobeno terjatev v zvezi z naložbo, ki je bila poravnana, pred začetkom veljavnosti tega sporazuma.

12. člen

Začetek veljavnosti, trajanje in prenehanje veljavnosti

1. Pogodbenici se uradno obvestita, ko so izpolnjene ustavne zahteve za začetek veljavnosti sporazuma. Sporazum začne veljati trideseti (30.) dan po datumu prejema zadnjega uradnega obvestila.

2. Sporazum velja za začetno obdobje desetih (10) let in se pod istimi pogoji šteje za obnovljenega za nadaljnjih deset (10) let in tako dalje, če ena ali druga pogodbenica vsaj dvanajst (12) mesecev pred iztekom veljavnosti pisno ne obvesti druge pogodbenice o svoji nameri, da sporazum odpoveduje.

3. Za naložbe, ki so bile izvedene pred datumom prenehanja veljavnosti sporazuma, veljajo določbe od 1. do 11. člena še za obdobje desetih (10) let po datumu prenehanja veljavnosti tega sporazuma.

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

Done in duplicate at Bangkok on February 18th, 2000 in the English language.

For the Government of
the Republic of Slovenia
Dr. Marjan Senjur (s)

For the Government of
the Kingdom of Thailand
Dr. Surin Pitsuwan (s)

Sestavljeno v dveh izvodih v Bangkoku dne 18. febru-
arja 2000 v angleškem jeziku.

Za Vlado
Republike Slovenije
dr. Marjan Senjur l. r.

Za Vlado
Kraljevine Tajske
dr. Surin Pitsuwan l. r.

Protocol

At the signing of the Agreement between the Govern-
ment of the Republic of Slovenia and the Government of the
Kingdom of Thailand on the Promotion and Protection of
Investments, the undersigned, duly authorised by their re-
spective Governments, have, in addition, agreed on the
following, which shall be regarded as an integral part of the
said Agreement.

With regard to Article 2 it is understood that for the
time being, foreign investments in Thailand and their altera-
tion of forms thereafter have to be specifically approved in
writing by the competent authorities of Thailand in order for
the investors to be able to raise a claim under an investment
protection agreement.

IN WITNESS WHEREOF, the undersigned, duly au-
thorized thereto by their respective Governments, have
signed this Protocol.

Done in duplicate at Bangkok on February 18th, 2000
in the English language.

For the Government of
the Republic of Slovenia
Dr. Marjan Senjur (s)

For the Government of
the Kingdom of Thailand
Dr. Surin Pitsuwan (s)

Protokol

Ob podpisu Sporazuma med Vlado Republike Sloveni-
je in Vlado Kraljevine Tajske o spodbujanju in zaščiti naložb
sta se podpisana, ki sta ju pravilno pooblastili njuni vladi,
dodatno sporazumela še o spodaj navedenem, kar se
upoštevata kot sestavni del omenjenega sporazuma.

Glede 2. člena se razume, da morajo za zdaj tuje
naložbe na Tajskem in nato tudi spremembe njihovih oblik
posebej pisno odobriti pristojni organi Tajske, da bi vlagatelji
lahko vlagali zahtevke na podlagi sporazuma o zaščiti na-
ložb.

V DOKAZ TEGA sta za to pravilno pooblaščenca pred-
stavnika podpisala ta sporazum.

Sestavljeno v dveh izvodih v Bangkoku dne 18. febru-
arja 2000 v angleškem jeziku.

Za Vlado
Republike Slovenije
dr. Marjan Senjur l. r.

Za Vlado
Kraljevine Tajske
dr. Surin Pitsuwan l. r.

3. člen

Za izvajanje sporazuma s protokolom skrbi Ministrstvo za ekonomske odnose in razvoj.

4. člen

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

Št. 410-01/00-29/1
Ljubljana, dne 19. julija 2000

Predsednik
Državnega zbora
Republike Slovenije
Janez Podobnik, dr. med. l. r.