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49. Zakon o ratifikaciji Sporazuma med Republiko Slovenijo in Republiko Turčijo o spodbujanju in zaščiti naložb (BTUSZN)

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 Republiko Slovenijo in Republiko Turčijo o spodbujanju in zaščiti naložb (BTUSZN)

Razglaszam Zakon o ratifikaciji Sporazuma med Republiko Slovenijo in Republiko Turčijo o spodbujanju in zaščiti naložb (BTUSZN), ki ga je sprejel Državni zbor Republike Slovenije na seji 4. aprila 2006.

Št. 001-22-58/06
Ljubljana, dne 12. aprila 2006

dr. Janez Drnovšek l. r.
Predsednik
Republike Slovenije

Z A K O N

O RATIFIKACIJI SPORAZUMA MED REPUBLIKO SLOVENIJO IN REPUBLIKO TURČIJO O SPODBUJANJU IN ZAŠČITI NALOŽB (BTUSZN)

1. člen

Ratificira se Sporazum med Republiko Slovenijo in Republiko Turčijo o spodbujanju in zaščiti naložb, podpisan v Ankari 23. marca 2004.

2. člen

Sporazum se v izvirniku v slovenskem in angleškem jeziku glasi¹:

S P O R A Z U M

MED REPUBLIKO SLOVENIJO IN REPUBLIKO TURČIJO O SPODBUJANJU IN ZAŠČITI NALOŽB

Republika Slovenija in Republika Turčija, v nadaljevanju pogodbenici, sta se

v želji, da okrepita gospodarsko sodelovanje v medsebojno korist obeh držav in da ohranjata poštene in pravične razmere za naložbe vlagateljev ene pogodbenice na ozemlju 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 »vlagatelj« pomeni:

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

A G R E E M E N T

BETWEEN THE REPUBLIC OF SLOVENIA AND THE REPUBLIC OF TURKEY ON THE PROMOTION AND PROTECTION OF INVESTMENTS

The Republic of Slovenia and the Republic of Turkey, hereinafter referred to as the Contracting Parties,

Desiring to intensify economic co-operation to 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",

Recognising 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 "Investor" shall mean:

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

¹ Besedilo sporazuma v turškem jeziku je na vpogled v Sektorju za mednarodno pravo Ministrstva za zunanje zadeve.

b) pravne osebe, in sicer korporacije, podjetja ali gospodarske družbe, ki so organizirani za poslovne namene in imajo svoj sedež na ozemlju ene pogodbenice ter so registrirani ali ustanovljeni po pravu te pogodbenice.

2. Izraz »naložba« pomeni vsako vrsto premoženja, ki ga vlagatelj ene pogodbenice vložijo na ozemlju druge pogodbenice v skladu z zakoni in predpisi slednje, in vključuje zlasti, vendar ne izključno:

- a) premičnine in nepremičnine ter katere koli druge stvarne pravice, kot so zakup, hipoteka, zaseg in zastava;
- b) deleže, delnice in katero koli drugo obliko kapitalske udeležbe v družbi;
- c) reinvestiran dohodek, denarne terjatve ali zahtevke za storitve, ki imajo ekonomsko vrednost;
- d) pravice na področju intelektualne lastnine in
- e) poslovne koncesije, vključno s koncesijami za iskanje, pripravljanje, črpanje ali izkoriščanje naravnih virov, ki jih z zakonom, upravnim aktom ali po pogodbi podeljuje pristojni organ.

Kakršna koli sprememba oblike, v kateri se premoženje investira ali reinvestira, ne vpliva na njegovo naravo kot naložbo.

3. Izraz »dohodek« pomeni zneske, ki jih prinašajo naložbe, in vključuje zlasti, vendar ne izključno, dobiček, dividende, obresti, avtorske honorarje, kapitalski dobiček ali druge oblike dohodka, povezanega z naložbami.

4. Izraz »ozemlje« pomeni

a) za Republiko Slovenijo ozemlje pod njeno suverenostjo, vključno z morskimi območji, nad katerimi pogodbenica izvaja suverenost ali jurisdikcijo v skladu z mednarodnim pravom,

b) za Republiko Turčijo njeno ozemlje, teritorialno morje in morska območja, nad katerimi ima jurisdikcijo ali suverene pravice za namen raziskovanja, izkoriščanja in ohranjanja naravnih virov v skladu z mednarodnim pravom.

2. člen

Spodbujanje in zaščita naložb

1. Vsaka pogodbenica, če je mogoče, na svojem ozemlju spodbuja naložbe vlagateljev druge pogodbenice in jih sprejema na svoje ozemlje v skladu s svojimi zakoni in predpisi na podlagi, ki ni manj ugodna od tiste, ki jo zagotavlja v podobnih okoliščinah naložbam vlagateljev katere koli tretje države.

2. Vsaka pogodbenica zagotavlja naložbam vlagateljev druge pogodbenice na svojem ozemlju pošteno in pravično obravnavo ter popolno in trajno zaščito.

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

4. Vsaka pogodbenica ob upoštevanju zakonov in predpisov pogodbenic v zvezi z vstopom, bivanjem in zaposlovanjem tujcev z naklonjenostjo obravnava vloge:

a) državljanov ene ali druge pogodbenice za vstop na ozemlje druge pogodbenice in začasno bivanje na njem z namenom ustanovitve, razvoja, upravljanja naložbe ali svetovanja v zvezi s poslovanjem naložbe, za katero so oni ali vlagatelj prve pogodbenice, ki jih zaposluje, namenili ali namenjajo znaten znesek kapitala ali drugih virov,

b) družb, ki so zakonito ustanovljene po veljavnih zakonih in predpisih ene pogodbenice in so naložbe vlagateljev druge pogodbenice, za zaposlovanje vodilnega poslovodnega in strokovnega osebja po njihovi izbiri ne glede na državljanstvo.

b) legal persons, namely corporations, firms or business associations, which are organized with business purposes, have their seat in the territory of one Contracting Party and are incorporated or constituted under the law of that Contracting Party.

2. 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 other rights in rem, such as leases, mortgages, liens and pledges;
- b) shares, stocks, and any other form of equity participation in a company;
- c) returns reinvested, claims to money or to any performance having an economic value;
- d) rights in the field of intellectual property; and
- e) business 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 in the form in which assets are invested or reinvested shall not affect their character as investments.

3. 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.

4. The term "Territory" shall mean,

a) with respect to the Republic of Slovenia, the territory under its sovereignty, including maritime areas, over which the Contracting Party concerned exercises its sovereignty or jurisdiction, in accordance with international law.

b) with respect to the Republic of Turkey, its territory, territorial sea as well as the maritime areas over which it has jurisdiction or sovereign rights for the purpose of exploration, exploitation and conservation of natural resources, pursuant to international law.

Article 2

Promotion and Protection 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 on a basis not less favourable than that accorded in similar situations to investments of investors of any third State.

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.

3. Contracting Parties shall not 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. Subject to the laws and regulations of the Contracting Parties relating to the entry, sojourn and employment of aliens, each Contracting Party shall give sympathetic consideration to applications of:

a) nationals of either Contracting Party to enter and remain temporarily in the territory of the other Contracting Party for purposes of establishing, developing, administering or advising on the operation of an investment to which they, or an investor of the first Contracting Party that employs them, have committed or are in the process of committing a substantial amount of capital or other resources,

b) companies which are legally constituted under the applicable laws and regulations of one Contracting Party, and which are investments of investors of the other Contracting Party, to engage top managerial and technical personnel of their choice, regardless of nationality.

3. člen**Nacionalna obravnava in obravnava po načelu države z največjimi ugodnostmi**

1. Naložbam vlagateljev ene pogodbenice na ozemlju druge pogodbenice ali z njimi povezanemu dohodku se zagotovi obravnava, ki ni manj ugodna od tiste, ki jo pogodbenica zagotavlja naložbam in dohodku svojih vlagateljev ali vlagateljev katere koli tretje države, kar je ugodnejše.

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

3. Določbe tega člena in 2. člena se ne smejo razlagati tako, da obvezujejo eno pogodbenico, da podeli vlagateljem druge pogodbenice ali njihovim naložbam kakršno koli obravnavo, ugodnost ali privilegij na podlagi:

- a) katerega koli obstoječega ali prihodnjega prostotrgovinskega območja, carinske unije ali skupnega trga, katerih članica je ali lahko postane ena ali druga pogodbenica,
- b) katerega koli mednarodnega sporazuma, ki se v celoti ali pretežno nanaša na obdavčevanje.

4. člen**Razlastitev**

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

2. Tako nadomestilo je enako realni vrednosti razlašene naložbe, neposredno preden je bil razlastitveni ukrep sprejet ali je postal znan.

3. Nadomestilo se plača brez odlašanja. Ob zamudi nadomestilo vključuje tudi zakonsko predpisane obresti od datuma razlastitve do datuma dejanskega plačila.

4. Vlagatelj, katerega naložbe so razlašene, ima pravico zahtevati, da sodni ali drug pristojni organ te pogodbenice pregleda njegov primer in vrednotenje njegovih naložb v skladu z načeli, določenimi v tem členu.

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 pogodbenice gostiteljice, ta pogodbenica zagotovi v zvezi s takimi izgubami obravnavo, vključno z nadomestilom, odškodnino ali vzpostavitevijo v prejšnje stanje, ki ni manj ugodna od tiste, ki jo ta druga pogodbenica zagotavlja svojim vlagateljem ali vlagateljem katere koli tretje države, kar je za vlagatelja ugodnejše. Kakršno koli plačilo, opravljeno na podlagi tega člena, je takoj unovčljivo in prosto prenosljivo.

6. člen**Prenos plačil**

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

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

Article 3**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 not less favourable than the Contracting Party accords to the investments and returns made by its own investors or by investors of any third State, whichever is 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 the Contracting Party accords its own investors or to investors of any third State, whichever is more favourable.

3. The provisions of this Article and Article 2 shall not be construed so as to oblige one Contracting Party to extend to the investors of the other Contracting Party, or to their investments, the benefit of any treatment, preference or privilege by virtue of:

- a) any existing or future free trade area, customs union or common market to which either of the Contracting Parties is or may become a Party,
- b) any international agreement 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, nationalised or subject to any other measure having effect equivalent to expropriation or nationalisation (hereinafter referred to as "expropriation") except for a public purpose, on a non-discriminatory basis, under due process of law and against prompt, adequate and effective compensation.

2. Such compensation shall amount to the real value of the expropriated investment at the time immediately before the expropriatory action was taken or became known.

3. Compensation shall be paid without delay. In case of delay, compensation shall also include interest, prescribed by law, from the date of expropriation until the date of actual payment.

4. The investor whose investments are expropriated, shall have the right to the 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**

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 host 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.

Article 6**Transfer of Payments**

1. Each Contracting Party shall permit 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) dohodka;
 - c) sredstev za odplačilo posojil, povezanih 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) zaslužkov in drugih prejemkov državljanov iz tujine, zaposlenih v zvezi z naložbo.
2. Vsaka pogodbenica nadalje dovoli, da se prenosi opravijo po tržnem menjalnem tečaju, ki velja na datum prenosa, v valuti prenosa.

7. člen

Subrogacija

Če pogodbenica ali agencija, ki jo ta določi, ali pravni subjekt pod njenim nadzorom (v nadaljevanju »zavarovatelj«) opravi plačilo svojemu vlagatelju na podlagi garancije, dane v zvezi z naložbo na ozemlju druge pogodbenice, ta druga pogodbenica prizna:

- a) prenos kakršne koli pravice ali zahtevka vlagatelja na zavarovatelja bodisi na podlagi zakona ali pogodbe v državi zavarovatelja, kot tudi
- b) da ima zavarovatelj pravico, da na podlagi subrogacije uresničuje pravice in uveljavlja zahtevke tega vlagatelja v enakem obsegu kot vlagatelj.

8. člen

Reševanje sporov med vlagateljem in pogodbenico

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

2. Če takega spora ni mogoče rešiti v treh (3) mesecih od datuma pisne zahteve za rešitev, lahko zadevni vlagatelj spor predloži:

- a) pristojnemu sodišču pogodbenice ali
- b) v spravo ali arbitražo prek Mednarodnega centra za reševanje investicijskih sporov (ICSID), ustanovljenega na podlagi 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. Vsaka pogodbenica brezpogojno soglaša s predložitvijo investicijskega spora mednarodni spravi ali arbitraži.

4. Arbitražna odločba je dokončna in zavezujoča za obe stranki v sporu ter se prizna in izvrši v skladu z notranjim pravom.

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 pogajanjem.

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

- 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;
 - g) earnings and other remuneration of nationals engaged from abroad in connection with the investment.
2. Each Contracting Party shall further permit that transfers shall be made at the market rate of exchange existing on the date of transfer in the currency to be transferred.

Article 7

Subrogation

If one Contracting Party or its designated agency, or a legal entity under its supervision (hereinafter referred to as "the Insurer") make payment to its own investor 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 contract in the country of the insurer of any right or claim by the investor to the Insurer, as well as
- b) that the Insurer is entitled by virtue of subrogation to exercise to the same extent as the investor the rights and enforce the claims of that investor.

Article 8

Settlement of 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 a written 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 Centre for the Settlement of Investments Disputes (ICSID), established under the Convention on the Settlement of Investment 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. Each Contracting Party hereby consents unconditionally to the submission of an investment dispute to international conciliation or arbitration.

4. The award shall be final and binding on both parties to the dispute and shall be recognised and enforced in accordance with national law.

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 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. Tako arbitražno sodišče se ustanovi za vsak posamezen primer na naslednji način. V dveh (2) 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 obeh 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 po funkciji naslednji najstarejši član Meddržavnega sodišča, ki ni državljan ene ali druge pogodbenice ali iz kakršnega koli drugega razloga ne more opraviti omenjene naloge, da opravi potrebna imenovanja.

5. Arbitražno sodišče se v treh mesecih od datuma izbora predsednika dogovori o poslovniku v skladu z drugimi določbami tega sporazuma. Če takega dogovora ni, arbitražno sodišče zaprosi predsednika Meddržavnega sodišča, da določi poslovnik ob upoštevanju splošno priznanih pravil mednarodnega arbitražnega postopka.

6. Če ni dogovorjeno drugače, se v osmih mesecih od izbora predsednika predložijo vse vloge in dokončajo vsa zaslišanja in arbitražno sodišče odloči v dveh mesecih po datumu zadnjih vlog ali datumu zaključka zaslišanj, kar koli je kasnejše. Arbitražno sodišče sprejema svoje odločitve, ki so dokončne in zavezujoče, z večino glasov.

7. Spor se ne predloži mednarodni arbitraži po določbah tega člena, če je bil že predložen drugi mednarodni arbitraži po določbah 8. člena in še ni rešen. To ne bo preprečevalo neposrednih in vsebinskih pogajanj med pogodbenicama.

8. Pogodbenici v enakih delih plačata stroške predsednika, drugih arbitrov in druge stroške postopka. Arbitražno sodišče pa lahko po prostem preudarku odloči, da ena od pogodbenic plača večji delež stroškov.

10. člen

Uporaba drugih pravil

Če bi zakonske določbe ene ali druge pogodbenice ali obstoječe ali prihodnje obveznosti med pogodbenicama po mednarodnem pravu poleg tega sporazuma vsebovale splošno ali posebno ureditev, ki bi naložbam vlagateljev druge pogodbenice zagotavljala ugodnejšo obravnavo, kot jo predvideva ta sporazum, take določbe v obsegu, kolikor so ugodnejše, prevladajo nad tem sporazumom.

11. člen

Uporaba sporazuma

Ta sporazum se uporablja za vse obstoječe in prihodnje neposredne naložbe, vendar pa se ne uporablja za noben spor v zvezi z naložbo, ki se je začel pred začetkom njegove veljavnosti, ali za noben zahtevek v zvezi z naložbo, ki je bil poravnan pred začetkom njegove veljavnosti.

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 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 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 Tribunal shall have three months from the date of the selection of the Chairman to agree upon rules of procedure consistent with the other provisions of this Agreement. In the absence of such agreement, the Tribunal shall request the President of the International Court of Justice to designate rules of procedure, taking into account generally recognised rules of international arbitral procedure.

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

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

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

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 existing and future direct investments, 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.

12. člen**Začetek veljavnosti, trajanje in prenehanje veljavnosti**

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

2. Ta sporazum velja za začetno obdobje petnajstih (15) let in se šteje, da je podaljšan pod istimi pogoji za obdobje petnajstih (15) let in tako naprej, razen če vsaj dvanajst (12) mesecev pred iztekom njegove veljavnosti ena ali druga pogodbenica pisno obvesti drugo o svoji nameri, da ga odpove.

3. Ta sporazum se lahko spremeni ali dopolni s pisnim dogovorom med pogodbenicama. Za začetek veljavnosti takih sprememb ali dopolnitev se uporablja isti postopek kot za začetek veljavnosti tega sporazuma.

4. Za naložbe, ki so bile izvedene pred datumom prenehanja veljavnosti tega sporazuma, veljajo določbe od 1. do 11. člena še za nadaljnje obdobje petnajstih (15) let od datuma prenehanja veljavnosti tega sporazuma.

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

Sestavljeno v dveh izvodih v Ankari dne 23. marca 2004 v slovenskem, turškem in angleškem jeziku, pri čemer so vsa besedila enako verodostojna. Pri razlikah v razlagi prevlada angleško besedilo.

Za Republiko Slovenijo
Tea Petrin l.r.

Za Republiko Turčijo
Abdüllatif Şener l.r.

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 written notification.

2. This Agreement shall remain in force initially for a period of fifteen (15) years and shall be considered as renewed on the same terms for a period of fifteen (15) 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. This Agreement may be amended by written agreement between the Contracting Parties. With respect to entering into force of such amendments, the same procedure as for the entering into force of this Agreement shall apply.

4. 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 fifteen (15) years from the date of termination of this Agreement.

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

Done in duplicate in Ankara on 23rd of March 2004 in the Slovene, Turkish and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For the Republic of Slovenia For the Republic of Turkey
Tea Petrin (s) **Abdüllatif Şener** (s)

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za gospodarstvo.

4. člen

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

Št. 410-01/06-42/1
Ljubljana, dne 4. aprila 2006
EPA 748-IV

Predsednik
Državnega zbora
Republike Slovenije
France Cukjati, dr. med., l.r.