

**51. Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike Finske o spodbujanju in zaščiti naložb (BFISZN)**

Na podlagi druge alineje 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 REPUBLIKE FINSKE O SPODBUJANJU IN ZAŠČITI NALOŽB (BFISZN)**

Razglašam Zakon o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Republike Finske o spodbujanju in zaščiti naložb (BFISZN), ki ga je sprejel Državni zbor Republike Slovenije na seji 23. marca 2000.

Št. 001-22-62/00

Ljubljana, dne 31. marca 2000

Predsednik  
Republike Slovenije  
**Milan Kučan** l. r.

**Z A K O N****O RATIFIKACIJI SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO REPUBLIKE FINSKE O SPODBUJANJU IN ZAŠČITI NALOŽB (BFISZN)**

## 1. člen

Ratificira se Sporazum med Vlado Republike Slovenije in Vlado Republike Finske o spodbujanju in zaščiti naložb, podpisan v Helsinkih 1. junija 1998.

## 2. člen

Sporazum 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 REPUBLIC OF FINLAND  
ON THE PROMOTION AND  
PROTECTION OF INVESTMENTS**

The Government of the Republic of Slovenia and the Government of the Republic of Finland, hereinafter referred to as the »Contracting Parties«,

Desiring to intensify economic cooperation 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,

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 participation in a company;
- c) claims to money or to any performance having an economic value;
- d) intellectual property rights; 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.

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

Vlada Republike Slovenije in Vlada Republike Finske, 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 ozemlju druge pogodbenice,

ob spoznanju, da bosta spodbujanju in zaščiti 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 ozemlju druge pogodbenice v skladu z njenimi zakoni in predpisi, in zlasti, vendar ne izključno:

- a) premičnine in nepremičnine ter vse druge stvarne pravice, kot so zakup, hipoteka, zaspeg in zastava;
- b) deleže, delnice, obveznice in kakršno koli drugo obliko udeležbe v družbi;
- c) denarne terjatve ali zahtevke v zvezi s kakršno koli drugo dejavnostjo, ki ima ekonomsko vrednost;
- d) pravice intelektualne lastnine 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.

Any alteration in the form in which assets are invested or reinvested shall not affect their character as investments.

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,

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

4. The term »Territory« shall mean, with respect to either Contracting Party the territory under its sovereignty, including territorial waters and air space, as well as maritime areas, over which the Contracting Party concerned exercises sovereign rights or jurisdiction, in accordance with internal and international law.

5. The term »Host Party« shall mean the Contracting Party in whose territory the investment is made.

#### Article 2

##### Promotion and Protection of Investments

1. The host 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. The host 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. The host Party 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. The host 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 personal 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 the host 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 the host Party accords its own investors or to investors of any third State, whichever is the more favourable.

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 or common market to which either of the Contracting Party is or may become a Party,

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

c) any multilateral convention or treaty related to investments, or to which one of the Contracting Party is or may become a Party.

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

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 pod njeno suverenostjo, vključno s teritorialnim morjem in zračnim prostorom, kakor tudi morska območja, nad katerim vsaka pogodbenica uresničuje suverene pravice ali jurisdikcijo v skladu z notranjim in mednarodnim pravom.

5. Izraz »pogodbenica prejemnica« pomeni pogodbenico, na ozemlju katere je izvedena naložba.

#### 2. člen

##### Spodbujanje in zaščita naložb

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

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

3. Pogodbenica prejemnica 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 prejemnica v okviru svoje zakonodaje dobronamerno obravnava prošnje vlagateljev za potrebna dovoljenja v zvezi z naložbami na svojem ozemlju, vključno z dovoljenji za zaposlovanje vodilnega poslovodnega 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, ki je z njimi povezan, so deležni obravnave, ki ni manj ugodna od tiste, ki jo pogodbenica prejemnica podeljuje naložbam in ustvarjenim dohodkom 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 priznava obravnavo, ki ni manj ugodna od tiste, ki jo ta pogodbenica prejemnica priznava svojim vlagateljem ali vlagateljem katere koli tretje države, kar je ugodnejše.

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 ali skupnega trga, katerih članica je ali lahko postane ena ali druga pogodbenica,

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

c) katere koli mnogostranske konvencije ali pogodbe v zvezi z naložbami, katere članica je ali lahko postane ena ali druga pogodbenica.

#### Article 4 Expropriation

1. Investments made by investors of a Contracting Party in the territory of the host Party shall not be expropriated, nationalized or subject to any other measure having effect equivalent to expropriation or nationalization (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 fair market value of the expropriated investment at the time immediately before the expropriation became known (hereinafter referred to as the »valuation date«).

3. Such fair market value shall be expressed in a freely convertible currency on the basis of the market rate of exchange existing for that currency on the valuation date. Compensation shall also include interest at the three month London Interbank Offered Rate (LIBOR) from the date of expropriation until the date of actual payment.

4. 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

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 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) the 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 guarantee that 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.

#### Article 7 Subrogation

If a Contracting Party or its designated agency makes a payment to its investor under an indemnity 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,

#### 4. člen Razlastitev

1. Naložbe vlagateljev ene pogodbenice se na ozemlju pogodbenice prejemnice ne smejo razlastiti, nacionalizirati ali se v zvezi z njimi sprejeti drugi ukrepi z enakim 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, učinkovito in ustrezno nadomestilo.

2. Tako nadomestilo je enako pošteni tržni vrednosti razlašene naložbe v času, tik preden je razlastitev postala znana (v nadaljevanju »datum vrednotenja«).

3. Taka poštena tržna vrednost je izražena v prosto zamenljivi valuti na podlagi tržnega menjalnega tečaja, ki za to valuto velja na datum vrednotenja. Nadomestilo vključuje tudi obresti po trimesečni londonski medbančni obrestni meri (LIBOR) od dneva razlastitve do dneva dejanskega plačila.

4. Vlagatelj, katerega naložbe so razlašene, 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 pogodbenice prejemnice, ta pogodbenica priznava 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.

#### 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) dohodkov;
- 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 poravnave spora;
- g) zaslužkov in drugih prejemkov državljanov iz tujine, zaposlenih v zvezi z naložbo.

2. Vsaka pogodbenica nadalje jamči, da se prenosi opravijo po tržnem menjalnem tečaju, ki velja na dan prenosa za gotovinske posle v valuti, v kateri se prenos opravi.

#### 7. člen Subrogacija

Če pogodbenica ali agencija, ki jo ta imenuje, opravi plačilo svojemu vlagatelju na podlagi jamstva, danega v zvezi z naložbo na ozemlju druge pogodbenice, potem ta druga pogodbenica, ne da bi posegala v pravice prve pogodbenice po 9. členu, prizna prenos vseh pravic in terjatev vlagate-

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), 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. The award shall be final and binding on both parties to the dispute and shall be executed in accordance with national law.

#### 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 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 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.

lja na prvo pogodbenico ali njeno agencijo, ki jih bo 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), 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. Razsodba je dokončna in zavezujoča za obe stranki v sporu in se izvrši v skladu z domačo zakonodajo.

#### 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. 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 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 imenovanja. Če je predsednik državljan ene ali druge pogodbenice ali če iz kakršnega koli razloga ne more opraviti te 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 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 svojega člana arbitražnega sodišča in svojega zastopstva v arbitražnem postopku. Pogodbenici prevzameta 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.

## 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 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. In respect of investment 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 authorized thereto, have signed the present Agreement.

Done in duplicate at Helsinki on 1<sup>st</sup> June 1998 in the English language.

For the Government of  
the Republic of Slovenia  
**dr. Marjan Senjur**, (s)

For the Government of  
the Republic of Finland  
**Ole Norrback**, (s)

## 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 notranjepravne zahteve za začetek veljavnosti sporazuma. Sporazum začne veljati trideseti (30.) dan po datumu prejema zadnjega uradnega obvestila.

2. Sporazum velja za začetno obdobje petnajstih (15) let in se pod istimi pogoji šteje za obnovljenega za nadaljnjih petnajst (15) let in tako naprej, razen 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, določbe od 1. do 11. člena veljajo še za obdobje petnajstih (15) let po datumu prenehanja veljavnosti tega sporazuma.

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

Sestavljeno v dveh izvodih v Helsinkih dne 1. junija 1998 v angleškem jeziku.

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

Za Vlado  
Republike Finske:  
**Ole Norrback** l. r.

## 3. člen

Za izvajanje sporazuma 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. 410-01/00-26/1  
Ljubljana, dne 23. marca 2000

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