

S P O R A Z U M
MED VLADO REPUBLIKE SLOVENIJE
IN VLADO DRŽAVE IZRAEL
O VZAJEMNEM SPODBUJANJU
IN ZAŠČITI NALOŽB

Vlada Republike Slovenije in Vlada Države Izrael (v nadaljevanju "pogodbenici"),

ki želita ustvariti ugodne razmere za večje gospodarsko sodelovanje med svojima državama in še posebej pri naložbah vlagateljev ene pogodbenice na ozemlju druge pogodbenice,

in ki se zavedata, da bosta vzajemno spodbujanje in zaščita takih naložb po tem sporazumu prispevala k spodbujanju poslovne pobude in povečala blagostanje v obeh državah,

sta se dogovorili naslednje:

1. člen
OPREDELITVE

Po tem sporazumu:

1. Izraz "naložba" pomeni vse vrste sredstev, vloženih v skladu z zakoni in predpisi pogodbenice, na ozemlju katere je naložba opravljena, in med drugim predvsem:

- a) premičnine in nepremičnine ter vsakršne druge stvarne pravice, kot so hipoteke, pravice do zaplembe, zastave;
 - b) delnice, deleže in obveznice ter vsakršne druge oblike udeležbe v kaki družbi;
 - c) denarne terjatve ali zahtevke v zvezi s kakršno koli drugo dejavnostjo, ki imajo ekonomsko vrednost in so povezani z naložbo;
 - d) pravice iz intelektualne lastnine skupaj s pravicami glede avtorstva, patentov, zaščitnih znakov proizvajalca, firme, industrijskih vzorcev in pravicami glede tehničnih postopkov, know-howa in vrednosti na podlagi dobrega imena in slovesa;
 - e) koncesije, dodeljene z zakonom ali pogodbo, za prevzem kakršne koli gospodarske in komercialne dejavnosti, vključno koncesije za iskanje, gojenje, pridobivanje ali izkoriščanje naravnih bogastev.
- Sprememba oblike naložbe ali reinvestiranja sredstev ne vpliva na naravo teh sredstev kot naložb, če je taka sprememba v skladu z zakoni in predpisi pogodbenice, na ozemlju katere je bila naložba opravljena.

2. Izraz "vlagatelj" pomeni:
pri naložbah, opravljenih v Republiki Sloveniji:

- a) katero koli fizično osebo, ki je državljan Države Izrael in ni tudi državljan Republike Slovenije v skladu z njunimi zakoni;
- b) pravne osebe skupaj s podjetji, korporacijami, firmami ali združenji, registriranimi ali ustrezno ustanovljenimi v skladu z zakonodajo Države Izrael in s sedežem v Državi Izrael, ki jih posredno ali neposredno ne nadzirajo vlagatelji Republike Slovenije.

pri naložbah, opravljenih v Državi Izrael:

- a) katero koli fizično osebo, ki je državljan Republike Slovenije in ni tudi državljan Države Izrael oziroma v slednji nima stalnega prebivališča v skladu z njunimi zakoni;
- b) pravne osebe skupaj s podjetji, korporacijami, firmami ali združenji, registriranimi ali ustrezno ustanovljenimi v

A G R E E M E N T
BETWEEN THE GOVERNMENT
OF THE REPUBLIC OF SLOVENIA
AND THE GOVERNMENT OF THE STATE
OF ISRAEL FOR THE RECIPROCAL PROMOTION
AND PROTECTION OF INVESTMENTS

The Government of the Republic of Slovenia and the Government of the State of Israel (hereinafter referred to as the "Contracting Parties");

Desiring to create favourable conditions for greater economic cooperation between their countries and in particular, with respect to investments by investors of one Contracting Party in the territory of the other Contracting Party; and

Recognising that the reciprocal promotion and protection of such investments under this Agreement will be conducive to the stimulation of business initiative and will increase prosperity in both States;

Have agreed as follows:

Article 1
DEFINITIONS

For the purposes of this Agreement:

1. The term "investment" shall mean every kind of asset invested in accordance with the laws and regulations of the Contracting Party in whose territory the investment is made and in particular, though not exclusively:

- a) movable and immovable property, as well as any other rights *in rem* such as mortgages, liens and pledges;
- b) shares, stocks, bonds and any other form of participation in a company;
- c) claim to money or a claim to performance having an economic value, and associated with an investment;
- d) intellectual property rights, including rights with respect to copyright, patents, trade marks, trade names, industrial designs and rights in technical processes, goodwill and know-how;

e) concessions, conferred by law or under contract, to undertake any economic and commercial activity, including concessions to search for, cultivate, 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.

2. The term "investor" shall mean
with respect to investments made in the Republic of Slovenia:

- a) any natural person who is a national of the State of Israel who is not also a national of the Republic of Slovenia in accordance with their laws;
- b) legal entities, including companies, corporations, firms or associations incorporated or duly constituted in accordance with the law of the State of Israel and having their seat in the State of Israel which are not directly or indirectly controlled by investors of the Republic of Slovenia.

with respect to investments made in the State of Israel:

- a) any natural person who is a national of the Republic of Slovenia who is not also a national or permanent resident of the State of Israel in accordance with their laws;
- b) legal entities, including companies, corporations, firms or associations incorporated or duly constituted in

skladu z zakonodajo Republike Slovenije in s sedežem v Republiki Sloveniji, ki jih posredno ali neposredno ne nadzirajo vlagatelji Države Izrael.

3. Izraz "dohodek" pomeni znesek, ki ga prinese naložba, vključno dobiček, obresti, dividende, prihodke od kapitala, avtorske honorarje, prihodke od prodaje ali likvidacije celotne naložbe ali katerega koli njenega dela in vsakršne druge zakonite prihodke.

4. Izraz "ozemlje" pomeni z oziroma na vsako pogodbenico ozemlje te pogodbenice in vključuje teritorialno morje, izključni gospodarski pas in epikontinentalni pas, kjer ta pogodbenica uveljavlja suverenost, suverene pravice ali jurisdikcijo v skladu z mednarodnim pravom.

2. člen

SPodbujanje in zaščita naložb

1. Vsaka pogodbenica bo na svojem ozemlju pospeševala in spodbujala naložbe vlagateljev druge pogodbenice in dopuščala take naložbe v skladu s svojo zakonodajo.

2. Vsaka pogodbenica bo štela naložbe, ki jih bodo opravili vlagatelji druge pogodbenice v skladu z njenimi zakoni. Nobena pogodbenica ne bo sprejemala neupravičenih ali diskriminacijskih ukrepov, s katerimi bi kakor koli škodovala upravljanju, vzdrževanju, uporabi, uživanju ali prodaji naložb vlagateljev druge pogodbenice na svojem ozemlju.

3. člen

OBRAVNAVA, ENAKA OBRAVNAVI LASTNIH DRŽAVLJANOV IN STATUS DRŽAVE Z NAJVEČJIMI UGODNOSTMI

1. Vsaka pogodbenica bo na svojem ozemlju zagotovila pravično in nepristransko obravnavo naložb in dohodkov vlagateljev druge pogodbenice. Ta obravnava v nobenem primeru ne bo manj ugodna od obravnave, ki jo v podobnih okoliščinah zagotavlja svojim vlagateljem oziroma vlagateljem kake tretje države, odvisno, kateri je ugodnejši.

2. Nobena pogodbenica ne bo obravnavala vlagateljev druge pogodbenice v zvezi z njihovim upravljanjem, vzdrževanjem, uporabo, uživanjem ali prodajo njihove naložbe na njenem ozemlju na manj ugoden način od obravnave, ki jo zagotavlja svojim lastnim vlagateljem ali vlagateljem kake tretje države.

3. Določb tega člena v zvezi z zagotovitvijo obravnave, ki ne bo manj ugodna od tiste, ki je zagotovljena vlagateljem posamezne pogodbenice ali kake tretje države, ni mogoče razlagati tako, da obvezujejo eno pogodbenico, da dodeli vlagateljem druge pogodbenice ugodnost kakršne koli obravnave, prednosti ali privilegija, ki izhajajo iz:

a) kake obstoječe ali prihodnje carinske ali gospodarske unije, področja svobodne trgovine ali sporazuma o njej ali podobnega mednarodnega sporazuma, katerega članica je ali bo v bodoče katera od pogodbenic;

b) sporazumov, sklenjenih, da bi preprečili dvojno obdavčitev ali olajšali čezmejno trgovino;

c) opredelitve "naložb" (prvi odstavek 1. člena) in sklicovanja na "reinvestiranje" (drugi odstavek 1. člena) ter določb 6. člena, vsebovanih v sporazumih, ki jih je Država Izrael sklenila pred 1. januarjem 1992.

4. člen

ODŠKODNINA ZA IZGUBE

1. Vlagateljem ene pogodbenice, katerih naložbe na ozemlju druge pogodbenice utrpijo izgube zaradi vojne ali kakršne koli druge oblike oboroženega spopada, revolucije,

accordance with the law of the Republic of Slovenia and having their seat in the Republic of Slovenia which are not directly or indirectly controlled by investors of the State of Israel.

3. The term "return" shall mean an amount yielded by an investment including profit, interest, dividends, capital gains, royalties, proceeds from the sale or liquidation of all or any part of the investment and all other lawful income.

4. The term "territory" shall mean with respect to each Contracting Party the territory of that Contracting Party and includes the territorial sea, exclusive economic zone and continental shelf where that Contracting Party exercises sovereignty, sovereign rights or jurisdiction in accordance with international law.

Article 2

PROMOTION AND PROTECTION OF INVESTMENTS

1. Each Contracting Party shall encourage and promote investments in its territory by investors of the other Contracting Party and shall, in accordance with its law, admit such investments.

2. Each Contracting Party shall protect investments made by investors of the other Contracting Party in accordance with its laws. 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.

Article 3

NATIONAL TREATMENT AND MOST FAVOURED NATION STATUS

1. Each Contracting Party shall ensure fair and equitable treatment within its territory to investments and returns of investors of the other Contracting Party. This treatment shall be in no case less favourable than that which, in like circumstances, it accords to its own investors or investors of any third State, whichever is more favourable.

2. Neither Contracting Party shall subject investors of the other Contracting Party, as regards their management, maintenance, use, enjoyment or disposal of their investment in its territory to treatment less favourable than that which it accords to its own investors or to investors of any third State.

3. The provision of this Article relative to the grant of treatment no less favourable than it accorded to the investors of either Contracting Party or of any third State shall not be construed so as to oblige one Contracting Party to extend to investors of the other the benefit of any treatment, preference or privilege resulting from:

a) any existing or future customs or economic union, free trade area or agreement or similar international agreement to which either Contracting Party is or becomes a party;

b) agreements concluded in order to prevent double taxation or facilitate cross-border trade;

c) the definition of "investment" (Article 1, paragraph 1) and the reference to "reinvestment" (Article 1, paragraph 2) and the provisions of Article 6 contained in agreements entered into force by the State of Israel prior to January 1, 1992.

Article 4

COMPENSATION FOR LOSSES

1. Investors of one Contracting Party whose investments in the territory of the other Contracting Party suffer losses owing to war or any other form of armed conflict,

izrednega stanja, upora, vstaje, nemirov ali drugih podobnih dogodkov na ozemlju te druge pogodbenice, bo v zvezi s povračilom, nadomestilom ali odškodnino slednja zagotovila obravnavo, ki bo vsaj tako ugodna kot obravnavo, ki jo priznava svojim vlagateljem ali vlagateljem kake tretje države. Plačila na tej podlagi bodo prosto prenosljiva.

2. Ne da bi bilo to v škodo prvemu odstavku tega člena, bo vlagateljem ene pogodbenice, ki v katerih koli razmerah iz tega odstavka utrpijo na ozemlju druge pogodbenice izgube:

a) zaradi zaplembe njihove lastnine s strani njenih sil ali oblasti

b) ali zaradi uničenja njihove lastnine s strani njenih sil ali oblasti, ki ga ni povzročilo borbeno delovanje oziroma ki ni bilo potrebno zaradi nujnih razmer,

zagotovljeno povračilo ali primerna odškodnina. Plačila na tej podlagi bodo prosto prenosljiva.

5. člen

RAZLASTITEV IN ODŠKODNINA

1. Naložb vlagateljev nobene od pogodbenic ni mogoče nacionalizirati, razlaščati ali v zvezi z njimi sprejemati drugih ukrepov, ki bi imeli enak učinek kot nacionalizacija ali razlastitev (v nadaljevanju "razlastitev"), razen če ne gre za kak ukrep v javnem interesu, izveden na nediskriminacijski podlagi, v skladu z ustreznim sodnim postopkom in proti hitri, ustrezni in učinkoviti odškodnini.

2. Odškodnina iz prvega odstavka tega člena se izračuna na podlagi tržne vrednosti naložbe neposredno pred razlastitvijo oziroma ko se razlastitev javno objavi - tisti dogodek ki je datumsko poznejši, izračunana od dneva razlastitve z obrestmi po veljavni obrestni meri, določeni z zakonom, predpisi oziroma na drug način s strani pogodbenice, do dneva plačila. Odškodnina bo plačana brez zamude, dejansko izvedljiva in prosto prenosljiva.

3. Prizadeti vlagatelj ima pravico zahtevati, da skladno z zakonodajo pogodbenice, ki razlastitev izvede, sodni ali kak drug neodvisni organ oblasti te pogodbenice takoj preuči njegov primer in vrednotenje njegove naložbe v skladu z načeli iz tega člena.

6. člen PRENOSI

1. Vsaka pogodbenica bo v zvezi z naložbami jamčila vlagateljem druge pogodbenice vse njihove pravice in ugodnosti glede neomejenega prenosa njihovih naložb in dohodkov, ki so veljale na dan, ko je bila zadevna naložba izvršena, pod pogojem, da je vlagatelj izpolnil vse svoje finančne obveznosti in zadostil vsem zahtevam deviznih predpisov.

2. Prenosi bodo opravljeni takoj v konvertibilni valuti, v kateri je bil kapital prvotno vložen, ali v kaki drugi konvertibilni valuti, za katero se dogovorita vlagatelj in ustrezná pogodbenica. Če se vlagatelj ne dogovori drugače, bodo prenosi opravljeni po tržnem menjalnem tečaju, ki velja na dan prenosa.

3. Če se devizni predpisi ene pogodbenice spremenijo, ta pogodbenica jamči, da bo uporabila ali te spremenjene devizne predpise ali pa devizne predpise, ki so veljali na dan, ko je bila zadevna naložba opravljena, odvisno od tega, kateri so ugodnejši.

revolution state of emergency, revolt, insurrection, riot or other such similar events in the territory of the latter Contracting Party shall be accorded by the latter Contracting Party as regards restitution, indemnification or compensation treatment no less favourable than that which it accords to its own investors or to investors of any third State. Resulting payments shall be freely transferable.

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

a) requisitioning of their property by its forces or authorities, or

b) destruction of their property by its forces or authorities, which was not caused in combat action or was not required by the necessity of the situation,

shall be accorded restitution or adequate compensation. Resulting payments shall be freely transferable.

Article 5

EXPROPRIATION AND COMPENSATION

1. Investments of investors of either Contracting Party shall not be nationalised, expropriated or subjected to measures having an effect equivalent to nationalisation or expropriation (hereinafter referred to as "expropriation") in the other Contracting Party, except for a public purpose, on a non-discriminatory basis, under due process of law and against prompt, effective and adequate compensation.

2. The compensation referred to in paragraph 1 of this Article shall be computed on the basis of the market value of the investment immediately before the expropriation or impending expropriation became public knowledge, whichever is the earlier, shall be payable from the date of expropriation with interest at the applicable rate provided by law, regulations or otherwise by the Contracting Party until the date of payment, shall be paid without delay and shall be effectively realisable and freely transferable.

3. The investor affected shall have the right, under the law of the Contracting Party making the expropriation, to prompt review, by a judicial or other independent authority of that Contracting Party, of its case and of the valuation of its investment, in accordance with the principles set out in this paragraph.

Article 6 TRANSFERS

1. Each Contracting Party shall in respect of investments guarantee to investors of the other Contracting Party all their rights and benefits regarding the unrestricted transfer of their investments and returns which were in force on the day the current investment was made provided that the investor has complied with all its financial obligations and has fulfilled all the requirements of the exchange regulations.

2. Transfers shall be effected without delay in the convertible currency in which the capital was originally invested or in any other convertible currency agreed by the investor and the Contracting Party concerned. Unless otherwise agreed by the investor, transfers shall be made at the market rate of exchange applicable on the date of transfer.

3. In the event the exchange regulations of one Contracting Party are modified, that Contracting Party guarantees that it shall apply such modified exchange regulation or the exchange regulations which were in force on the day the current investment was made, whichever are more favourable.

7. člen
SUBROGACIJA

1. Če ena pogodbenica ali agencija, ki jo sama določi (v nadaljevanju "prva pogodbenica"), plača kako plačilo kakemu vlagatelju te pogodbenice na podlagi garancije ali zavarovalne pogodbe, ki jo je odobrila v zvezi s kako naložbo, bo druga pogodbenica priznala prenos vseh pravic v zvezi s tako naložbo. Prva pogodbenica je na podlagi subrogacije upravičena uveljavljati take pravice in izterjati take terjatve v enakem obsegu kot zavarovana stranka.

2. Če pogodbenica plača neko plačilo svojemu vlagatelju in prevzame pravice in terjatve vlagatelja, ta vlagatelj ne sme uveljavljati teh pravic in terjatev do druge pogodbenice, če ni pooblaščen, da nastopa v imenu pogodbenice, ki je opravila plačilo.

8. člen
REŠEVANJE SPOROV MED VLAGATELJEM
IN POGODBENICO

1. Vsak spor, ki bi nastal med pogodbenico in vlagateljem druge pogodbenice v zvezi s kako naložbo, je treba, če je le mogoče, rešiti prijateljsko.

2. Če spora ni mogoče rešiti prijateljsko ali drugače v treh mesecih od datuma pisnega obvestila o njegovem obstoju, lahko vlagatelj predloži spor Mednarodnemu centru za poravnavo sporov v zvezi z naložbami (v nadaljevanju "Center") v reševanje s poravnavo ali zavezujočo arbitražo v skladu s Konvencijo o reševanju investicijskih sporov med državami in državljani drugih držav (v nadaljevanju "Konvencija"), sprejeto v Washingtonu 18. marca 1965.

3. Vsaka pogodbenica s tem pristaja, da bo predložila Mednarodnemu centru za poravnavo sporov v zvezi z naložbami (v nadaljevanju "Center") v reševanje s poravnavo oziroma arbitražo v skladu s Konvencijo vsakršen pravni spor, ki bi nastal med to pogodbenico in kakim vlagateljem druge pogodbenice v zvezi z naložbo slednje na ozemlju prve.

4. Pravna oseba, ki je registrirana ali ustanovljena v skladu z veljavno zakonodajo na ozemlju ene pogodbenice in v kateri je pred nastankom takega spora večina delnic v lasti državljanov ali družb druge pogodbenice, bo v skladu s členom 25 (2) (b) Konvencije za potrebe Konvencije obravnavana kot družba druge pogodbenice.

5. Pogodbenica, ki je vpletena v spor v zvezi s kako naložbo, ne bo pri nobenem postopku ali izvršbi rzsodbe kot ugovor navajala dejstva, da je ali bo vpleteni vlagatelj prejel na podlagi kake zavarovalne pogodbe odškodnino za celotno svojo zatrjevano izgubo ali njen del.

6. Nobena pogodbenica ne bo skušala reševati po diplomatski poti nobenega spora, ki je bil predložen Centru, razen če:

(a) generalni sekretar Centra ali komisija za poravnavo ali arbitražno sodišče, ki ga ta ustanovi, ne odloči, da spor ni v pristojnosti Centra;

(b) ali če se druga pogodbenica ne podredi rzsodbi arbitražnega sodišča oziroma le-te ne izpolni.

Article 7
SUBROGATION

1. If one Contracting Party or its designated Agency (hereinafter referred to as the "First Contracting Party") makes a payment to an investor of that Contracting Party under a guarantee or a contract of insurance it has granted in respect of an investment, the other Contracting Party shall recognise the transfer of rights of any right or title in respect of such investment. The First Contracting Party is entitled to exercise such rights and enforce such claims by virtue of subrogation, to the same extent as the party indemnified.

2. Where a Contracting Party has made a payment to its investors and has taken over the rights and claims of the investor, that investor shall not, unless authorised to act on behalf of the Contracting Party making the payment, pursue those rights and claims against the other Contracting Party.

Article 8
SETTLEMENT OF DISPUTES BETWEEN AN INVESTOR
AND A CONTRACTING PARTY

1. Any dispute which may arise between a Contracting Party and an investor of the other Contracting Party relating to an investment shall, as far as possible, be settled amicably.

2. If the dispute can not be settled amicably or otherwise within three months from the date of written notification of the existence of the dispute, then the investor may submit the dispute to the International Centre for the Settlement of Investment Disputes (hereinafter referred to as the "Centre") for settlement by conciliation or binding arbitration under the Convention on the Settlement of Investment Disputes between States and Nationals of the other States (hereinafter referred to as the "Convention") done at Washington 18, March 1965.

3. Each Contracting Party hereby consents to submit to the International Centre for the Settlement of Investment Disputes (hereinafter referred to as the "Centre") for settlement by conciliation or arbitration under the Convention any legal dispute arising between that Contracting Party and an investor of the other Contracting Party concerning an investment of the latter in the territory of the former.

4. A legal entity which is incorporated or constituted under the law in force in the territory of one Contracting Party and in which, before such a dispute arises, the majority of shares are owned by nationals or companies of the other Contracting Party shall, in accordance with Article 25 (2) (b) of the Convention, be treated for the purposes of the Convention as a company of the other Contracting Party.

5. The Contracting Party which is a party to the dispute relating to an investment shall not in any proceeding, or enforcement of an award raise as an objection the fact that the investor concerned has received or will receive pursuant to an insurance contract compensation for all or part of its alleged losses.

6. Neither Contracting Party shall pursue, through the diplomatic channel, any dispute referred to the Centre, unless:

(a) the Secretary General of the Centre or a conciliation commission or an arbitral tribunal constituted by it decides that the dispute is not within the jurisdiction of the Centre; or

(b) the other Contracting Party should fail to abide by or to comply with any award rendered by an arbitral tribunal.

9. člen
REŠEVANJE SPOROV MED
POGODBENICAMA

1. Vse spore, ki bi nastali med pogodbenicama v zvezi z razlago in uporabo tega sporazuma, je treba, če je le mogoče, rešiti prijateljsko.

2. Če pogodbenici v šestih mesecih od datuma zahtevka za rešitev ne moreta doseči dogovora, bo spor na zahtevo katere koli pogodbenice predložen arbitražnemu sodišču iz treh članov.

3. Tako arbitražno sodišče se ustanovi za vsak posamezen primer na tale način. V dveh mesecih po prejemu zahtevka za arbitražo imenuje vsaka pogodbenica enega člana sodišča. Ta dva člana potem izbereta državljana kake tretje države, ki je imenovan za predsednika sodišča, ko ga potrdira pogodbenici. Predsednika je treba imenovati v dveh mesecih od datuma imenovanja drugih dveh članov.

4. Če v rokih iz tretjega odstavka tega člena potrebna imenovanja niso opravljena, lahko v odsotnosti kakega drugega dogovora katere koli pogodbenica zaprosi predsednika Mednarodnega razsodišča v Haagu, da opravi potrebna imenovanja. Če je predsednik državljan katere od pogodbenic ali zaradi kakih drugih razlogov ne more opravljati omenjene funkcije, je treba zaprositi podpredsednika, da opravi potrebna imenovanja. Če je podpredsednik državljan katere od pogodbenic ali če ne more opravljati omenjene funkcije, je treba zaprositi naslednjega po funkciji najvišjega člana Mednarodnega razsodišča, ki ni državljan nobene od pogodbenic, da opravi potrebna imenovanja.

5. Arbitražno sodišče odloča z večino glasov. Odločitve sodišča so pravnomočne in obvezujoče za obe pogodbenici. Vsaka pogodbenica nosi stroške za svojega člana sodišča in svoje zastopstvo v arbitražnem postopku. Enakomerno porazdeljene stroške za predsednika in druge stroške nosita pogodbenici.

6. Sodišče določi svoj postopek ob upoštevanju določb tega člena.

10. člen
DRUGE DOLOČBE

Če bi zakonske določbe katere koli pogodbenice ali sedanje ali prihodnje medsebojne obveznosti pogodbenic po mednarodnem pravu poleg tega sporazuma vsebovale kake splošne ali posebne predpise, ki bi naložbam vlagateljev iz druge pogodbenice zagotavljali ugodnejšo obravnavo, kot jo predvideva ta sporazum, bodo taki predpisi v obsegu, v katerem so ugodnejši, prevladali nad tem sporazumom.

11. člen
OBSEG VELJAVNOSTI SPORAZUMA

Ta sporazum velja tudi za naložbe, ki so obstajale, ko ta še ni začel veljati.

12. člen
ZAČETEK, TRAJANJE IN ODPOVED
VELJAVNOSTI SPORAZUMA

1. Vsaka pogodbenica drugo po diplomatski poti pisno obvesti, da so izpolnjene njene zakonske zahteve za začetek veljavnosti tega sporazuma. Ta sporazum začne veljati z datumom zadnjega obvestila.

Article 9
SETTLEMENT OF DISPUTES BETWEEN THE
CONTRACTING PARTIES

1. All disputes which may arise between the Contracting Parties concerning the interpretation and application of this Agreement shall, as far as possible, be settled amicably.

2. If the Contracting Parties cannot reach an agreement within six months from the date of request for settlement, the dispute shall, upon request of either Contracting Party, be submitted to an arbitral tribunal of three members.

3. Such an arbitral tribunal shall be constituted for each individual case in the following way. Within two 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 country who on approval by the Contracting Parties shall be appointed Chairman of the tribunal. The Chairman shall be appointed within two months from the date of appointment of the other two members.

4. If the necessary appointments have not been made within the periods specified in paragraph (3) of this Article, either Contracting Party may, in the absence of any other agreement, invite the President of the Permanent Court of Arbitration in the Hague 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 the necessary appointments. If the Vice-President is a national of either Contracting Party or is prevented from discharging the said function, the Member of the Permanent Court of Arbitration next in seniority who is not a national of either Contracting Party 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 are final and binding on both Contracting Parties. 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 remaining costs shall be borne in equal parts by the Contracting Parties.

6. Subject to the provisions of this Article, the tribunal shall determine its own procedure.

Article 10
OTHER PROVISIONS

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

Article 11
APPLICATION OF THE AGREEMENT

The present Agreement shall also apply to investments existing before the entry into force of this Agreement.

Article 12
ENTRY INTO FORCE, DURATION
AND TERMINATION

1. Each Contracting Party shall notify the other Contracting Party in writing through the diplomatic channel of the completion of its legal requirements for the entry into force of this Agreement. This Agreement shall enter into force on the date of the latter notification.

2. Sporazum velja deset let. Potem bo veljal še naprej do preteka dvanajstih mesecev od datuma, ko katera koli pogodbenica pisno obvesti drugo o njegovi odpovedi.

3. V zvezi z naložbami, opravljenimi v času veljavnosti tega sporazuma, pa bodo določbe 1. do 11. člena ostale v veljavi še nadaljnjih deset let po datumu njegove odpovedi, vendar ne v škodo splošnih pravil mednarodnega prava, veljavnih po tem datumu.

V potrditev navedenega sta sporazum podpisala po svojih vladah ustrezno pooblaščenca podpisnika.

Sestavljeno v dveh izvodih v Jeruzalemu dne 13. maja 1998, kar ustreza 17. dnevu ijela 5758, v slovenskem, hebrejskem in angleškem jeziku, vsa besedila pa so enako verodostojna.

Ob morebitni različni razlagi je odločilno angleško besedilo.

Za Vlado
Republike Slovenije
Marjan Senjur l. r.

Za Vlado
Države Izrael
Natan Sharansky l. r.

2. This Agreement shall remain in force for a period of ten years. Thereafter it shall continue in force until the expiration of twelve months from the date on which either Contracting Party shall have given written notice of termination to the other.

3. In respect of investments made while this Agreement is in force, the provisions of Articles 1 through 11 shall remain in force for a further period of ten years after the date of termination and without prejudice to the application thereafter of the rules of general international law.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

Done in duplicate at Jerusalem on the 13th day of May, 1998, which corresponds to the 17 day of Ijel 5758 in the Slovene, Hebrew and English languages, all texts being equally authentic.

In the case of divergence of interpretation, the English text shall prevail.

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

For the Government
of the State of Israel
Natan Sharansky, (s)

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za ekonomske odnose in razvoj.

4. člen

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

Št. 410-01/99-16/1
Ljubljana, dne 23. marca 1999

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