

30. Zakon o ratifikaciji Sporazuma med Republiko Slovenijo in Republiko Portugalsko o vzajemnem spodbujanju in zaščiti naložb s protokolom (BPOSZN)

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 PORTUGALSKO O VZAJEMNEM SPODBUJANJU IN ZAŠČITI NALOŽB S PROTOKOLOM (BPOSZN)**

Razglašam Zakon o ratifikaciji Sporazuma med Republiko Slovenijo in Republiko Portugalsko o vzajemnem spodbujanju in zaščiti naložb s protokolom (BPOSZN), ki ga je sprejel Državni zbor Republike Slovenije na seji 29. februarja 2000.

Št. 001-22-35/00
Ljubljana, dne 8. marca 2000

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N**O RATIFIKACIJI SPORAZUMA MED REPUBLIKO SLOVENIJO IN REPUBLIKO PORTUGALSKO O VZAJEMNEM SPODBUJANJU IN ZAŠČITI NALOŽB S PROTOKOLOM (BPOSZN)**

1. člen

Ratificira se Sporazum med Republiko Slovenijo in Republiko Portugalsko o vzajemnem spodbujanju in zaščiti naložb s Protokolom, podpisan v Ljubljani 14. maja 1997.

2. člen

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

**S P O R A Z U M
MED REPUBLIKO SLOVENIJO IN
REPUBLIKO PORTUGALSKO
O VZAJEMNEM SPODBUJANJU IN ZAŠČITI
NALOŽB**

Republika Slovenija in Republika Portugalska (v nadaljevanju: pogodbenici) sta se v želji, da okrepiata gospodarsko sodelovanje med državama,

z namenom, da spodbujata in ustvarita ugodne razmere za naložbe investitorjev ene pogodbenice na ozemlju druge pogodbenice na podlagi enakosti in vzajemne koristi,

ob spoznanju, da bosta vzajemno spodbujanje in zaščita naložb na podlagi tega sporazuma spodbujala poslovno pobudo,

dogovorili, kot sledi:

1. člen

Opredelitev pojmov

Za namen tega sporazuma:

1. Izraz "naložba" pomeni vsako vrsto vloženega premoženja investitorjev ene pogodbenice na ozemlju druge pogodbenice v skladu z zakoni in predpisi te pogodbenice in vključuje zlasti, vendar ne izključno:

**A G R E E M E N T
BETWEEN THE REPUBLIC OF SLOVENIA AND
THE PORTUGUESE REPUBLIC ON THE MUTUAL
PROMOTION AND PROTECTION OF
INVESTMENTS**

The Republic of Slovenia and the Portuguese Republic, hereinafter referred to as the "Contracting Parties",
Desiring to intensify the economic co-operation between the two States,

Intending to encourage and create favourable conditions for investments made by investors of one Contracting Party in the territory of the other Contracting Party on the basis of equality and mutual benefit,

Recognising that the mutual promotion and protection of investments on the basis of this Agreement will stimulate business initiative,

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:

* Besedilo sporazuma s protokolom v portugalskem jeziku je na vpogled v Sektorju za mednarodne pravne zadeve Ministrstva za zunanje zadeve Republike Slovenije.

a) premožnine in nepremičnine kot tudi druge stvarne pravice, kot so hipoteke, pravice do zablembe, zastave in podobne pravice;

b) lastniške deleže, delnice, obveznice in kakršno koli drugo obliko udeležbe v kaki družbi;

c) terjatve do denarja ali katere koli pravice do storitev, ki imajo ekonomsko vrednost in so povezane z naložbo;

d) pravice intelektualne lastnine, ki vključuje zaščito avtorskih pravic in sorodnih pravic, računalniške programe, patente, industrijske vzorce, blagovne znamke in storitvene znamke, geografske indikacije, oznake geografskega porekla, topografije integriranih vezij kot tudi nerazkrite informacije o know-howu;

e) koncesije, podeljene z zakonom, s pogodbo ali upravnim aktom, ki jih je izdal pristojni državni organ, vključno s koncesijami za iskanje, raziskovanje in izkoriščanje naravnih virov.

Kakršna koli sprememba oblike, v kateri se premoženje vloži ali ponovno vloži, ne vpliva na njeno naravo kot naložbe pod pogojem, da je taka sprememba v skladu z zakoni in predpisi pogodbenice, na katere ozemlju je bila naložba izvršena.

2. Izraz "dohodek" pomeni zneske, ki jih prinaša naložba, in vključuje zlasti, vendar ne izključno dobičke, dividende, obresti, licenčnine ali druge oblike dohodka od naložb, vključno s pristojbinami za tehnično pomoč.

3. Izraz "investitor" pomeni katero koli fizično ali pravno osebo, ki vlagata premoženje na ozemlju druge pogodbenice:

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

b) pravne osebe, vključno s korporacijami, gospodarskimi družbami ali drugimi družbami ali združenji, ki imajo svoj sedež na ozemlju ene pogodbenice in so registrirane ali ustanovljene v skladu s pravom te pogodbenice.

4. Izraz "ozemlje" pomeni ozemlje ene ali druge pogodbenice, kot ga določa njeno pravo in na katerem pogodbenica izvaja v skladu z mednarodnim pravom suverenost, suverene pravice ali sodno pristojnost.

2. člen

Spodbujanje in zaščita naložb

1. Vsaka pogodbenica bo na svojem ozemlju, če je to le mogoče, pospeševala in spodbujala naložbe investitorjev druge pogodbenice in dopuščala take naložbe v skladu s svojimi zakoni in predpisi.

2. Vsaka pogodbenica bo zagotavljala pošteno in pravično obravnavanje naložb investitorjev druge pogodbenice.

3. Naložbe investitorjev ene pogodbenice uživajo vso zaščito in varnost na ozemlju druge pogodbenice. Nobena pogodbenica ne bo na svojem ozemlju sprejemala nepravilnih, samovoljnih ali diskriminacijskih ukrepov, s katerimi bi kakor koli škodovala upravljanju, vzdrževanju, uporabi, uživanju ali prodaji naložb investitorjev druge pogodbenice.

a) movable and immovable property as well as any other rights *in rem*, such as mortgages, liens, pledges and similar rights;

b) shares, stocks, debentures and any other form of interest in a company;

c) claims to money or to any performance having an economic value and associated with an investment;

d) intellectual property rights including in particular protection of copyright and neighbouring rights, including computer programmes, patents, industrial designs, trademarks and service marks, geographical indications, including appellations of origin, topographies of integrated circuits as well as undisclosed information on know-how;

e) concessions conferred by law, either under a contract or an administrative act, by a competent state authority including concessions for prospecting, research and exploitation of 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 "returns" shall mean the amounts yielded by investments and in particular, though not exclusively, shall include profits, dividends, interests, royalties or other forms of income related to the investments including technical assistance fees.

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, including corporations, commercial companies or other companies or associations, which have their seat in the territory of one Contracting Party and are incorporated or constituted in accordance with the law of that Contracting Party.

4. The term "territory" shall mean the territory of either Contracting Party, as defined by its law, over which the Contracting Party concerned exercises, in accordance with international law, sovereignty, sovereign rights or jurisdiction.

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.

2. Each Contracting Party shall accord at all times fair and equitable treatment to investments of investors of the other Contracting Party.

3. Investments made by investors of either Contracting Party shall enjoy full protection and security in the territory of the other Contracting Party. Neither Contracting Party shall in any way 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.

3. člen

Nacionalna obravnava in obravnavanje po načelu države z največjimi ugodnostmi

1. Naložbe investitorjev ene pogodbenice na ozemlju druge pogodbenice in dohodki, povezani z njimi, bodo deležni poštenega in nepristranskega obravnavanja, ki ni manj ugoden od tistega, ki ga pogodbenica priznava naložbam in dohodkom iz te naložbe svojim investitorjem ali investitorjem katere koli tretje države.

2. Investitorjem ene pogodbenice bo druga pogodbenica glede upravljanja, vzdrževanja, uporabe, uživanja naložb ali razpolaganja z njimi zagotavljala pošteno in pravično obravnavanje, ki ni manj ugodno od tistega, ki ga ta pogodbenica priznava lastnim investitorjem ali investitorjem katere koli tretje države.

3. Določb tega člena ni mogoče razlagati tako, da obvezujejo eno pogodbenico, da podeli investitorjem druge pogodbenice kakršne koli obravnave, ugodnosti ali privilegije na podlagi:

a) kakršnega koli obstoječega ali bodočega območja proste trgovine, carinske unije, skupnega trga ali drugih podobnih mednarodnih sporazumov, vključno z drugimi oblikami regionalnega gospodarskega sodelovanja in mednarodnimi sporazumi za pospeševanje obmejne trgovine, katerih pogodbenica je ena ali druga pogodbenica, oziroma bo to postala, in

b) kakršnega koli mednarodnega sporazuma, ki se v celoti ali predvsem nanaša na obdavčitev.

4. člen

Razlastitev

1. Naložb investitorjev ene ali druge pogodbenice na ozemlju druge pogodbenice ni mogoče razlastiti, nacionalizirati ali v zvezi z njimi sprejemati drugih ukrepov, ki bi imeli enak učinek kot razlastitev ali nacionalizacija (v nadaljevanju: "razlastitev"), razen v javnem interesu, na nediskriminacijski podlagi v skladu z zakonskim postopkom in proti hitremu, učinkovitemu in ustreznemu nadomestilu.

2. Nadomestilo iz prvega odstavka tega člena se, glede na to, kateri dogodek se primeri prvi, izračuna na podlagi tržne vrednosti naložbe tik pred razlastitvijo ali preden je nameravana razlastitev postala splošno znana. Izplačilo nadomestila se izvrši brez odlašanja in vključuje obresti po običajni komercialni obrestni meri od dneva razlastitve do dneva plačila in mora biti prosto prenosljivo in dejansko novčljivo.

3. Investitor, čigar naložbe so razlašene, ima pravico zahtevati, da skladno z zakonodajo pogodbenice, ki razlastitev izvede, sodni ali drug neodvisni pristojen organ te pogodbenice takoj prouči njegov primer in vrednotenje njegove naložbe v skladu z načeli iz tega člena.

5. člen

Nadomestilo za izgube

Investitorjem ene pogodbenice, katerih naložbe so utrpeli izgube zaradi vojne ali drugega oboroženega spopada, revolucije, narodne vstaje, izrednega stanja ali podobnih dogodkov na ozemlju druge pogodbenice, druga pogodbenica zagotovi glede ukrepov, ki jih sprejme v zvezi s takimi

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 fair and equitable and not less favourable than the latter Contracting Party accords to the investments and returns of its own investors or to investors of any third State.

2. Investors of one Contracting Party shall be accorded by other Contracting Party, as regards the management, maintenance, use, enjoyment or disposal or their investments, treatment which is fair and equitable and not less favourable than the latter Contracting Party accords its own investors or to investors of any third State.

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 similar international agreements including other forms of regional economic co-operation and international agreements to facilitate frontier trade to which either of the Contracting Party is or may become a Party, and

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

Article 4

Expropriation

1. Investments made by investors of either 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, 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 earlier. The compensation shall be made without delay and shall include interest at the usual commercial rate from the date of expropriation to the date of payment and shall be freely transferable and effectively realisable.

3. The investor whose investments are expropriated, shall have the right under the law of expropriating Contracting Party 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 other Contracting Party shall be accorded by the latter Contracting Party treatment, as

izgubami, vključno z nadomestilom, odškodnino ali vzpostavitvijo prejšnjega stanja, nič manj ugodno obravnavanje, kot ga druga pogodbenica zagotavlja svojim investitorjem ali investitorjem katere koli tretje države. Vsako plačilo izvršeno na podlagi tega člena je prosto prenosljivo.

6. člen

Prenosi

1. Vsaka pogodbenica v skladu s svojimi zakoni jamči investitorjem druge pogodbenice za prost prenos sredstev v zvezi z njihovimi naložbami in še zlasti, vendar ne izključno:

- a) začetnega kapitala in dodatnih zneskov za vzdrževanje in razvoj naložb;
- b) dohodkov, opredeljenih v drugem odstavku 1. člena tega sporazuma;
- c) sredstev za odplačilo posojil v zvezi z naložbo;
- d) dohodka od celotne ali delne prodaje ali likvidacije naložbe;
- e) kakršnega koli nadomestila ali drugega plačila iz 4. in 5. člena tega sporazuma;
- f) zaslužkov in drugih honorarjev državljanov, ki so na začasnem delu v tujini in je njihovo delo povezano z naložbo.

2. Prenosi iz tega člena se opravijo brez omejitve ali odlašanja po menjalnem tečaju na dan prenosa in se opravijo v prosto zamenljivi valuti.

7. člen

Subrogacija

Če pogodbenica ali od nje imenovana agencija opravi plačilo svojemu investitorju na podlagi jamstva, danega v zvezi z naložbo na ozemlju druge pogodbenice, potem ta druga pogodbenica prizna prenos vseh pravic in obveznosti investitorja na prvo pogodbenico. Tako prenesena pravica ali obveznost ne sme presehati prvotne pravice ali obveznosti investitorja.

8. člen

Spori med pogodbenicama

1. Spori med pogodbenicama v zvezi z razlago in uporabo tega sporazuma se, če je to le mogoče, rešujejo s pogajanjem po diplomatski poti.

2. Če pogodbenici ne dosežeta poravnave v šestih (6) mesecih od začetka pogajanj, se spor na zahtevo ene ali druge pogodbenice predloži arbitražnemu sodišču v skladu z določbami tega člena.

3. Arbitražni senat bo sestavljen za vsak posamezen primer na sledeč način. V dveh mesecih od prejema zahteve za arbitražo vsaka pogodbenica imenuje enega člana senata. Ta dva člana nato izbereta državljana tretje države, ki se po odobritvi pogodbenic imenuje za predsednika senata. Predsednik se imenuje v treh (3) mesecih od dne, ko sta bila imenovana druga dva člana.

regards measures it adopts in relation to such losses, including compensation, indemnification and restitution, no less favourable than that which the latter Contracting Party accords to its own investors or investors of any third State. Any payment made under this Article shall be freely transferable.

Article 6

Transfers

1. Pursuant to its own laws, 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 defined in Paragraph 2, Article 1 of this Agreement;
- 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) earnings and other remuneration of nationals engaged from abroad in connection with the investment.

2. The transfers referred to in this Article shall be made without restriction or delay at the exchange rate applicable on the date of transfer and shall be made in convertible currency.

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 recognise the assignment to the first Contracting Party of all rights and claims of the investor. The subrogated right or claim shall not be greater than the original right or claim of the investor.

Article 8

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 by negotiations through diplomatic channels.

2. If the Contracting Parties fail to reach a settlement within six (6) months after the beginning of negotiations, the dispute shall, upon the request of either Contracting Party, be submitted to an arbitral tribunal, in accordance with the provisions of this Article.

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 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. Če potrebna imenovanja niso bila opravljena v rokih, določenih v tretjem odstavku tega člena, lahko ena ali druga pogodbenica, če ni dogovorjeno drugače, povabi predsednika Meddržavnega sodišča, da opravi potrebna imenovanja. Če je predsednik sodišča državljan ene od pogodbenic ali da iz kakršnega koli razloga ne more opraviti te naloge, se povabi podpredsednika sodišča, da opravi imenovanja. Če je podpredsednik sodišča državljan ene od pogodbenic ali iz kakršnega koli razloga ne more opravljati te naloge, se povabi po funkciji naslednji najvišji član Meddržavnega sodišča, ki ni državljan ene od pogodbenic, da opravi potrebna imenovanja.

5. Predsednik arbitražnega senata mora biti državljan tretje države, s katero imata obe pogodbenici diplomatske odnose.

6. Arbitražni senat odloča z večino glasov. Njegove odločitve so dokončne in zavezujoče za obe pogodbenici. Vsaka pogodbenica nosi stroške svojega člana in je odgovorna za delo svojih predstavnikov v arbitražnem postopku. Pogodbenici krijeta stroške za predsednika kot tudi vse druge stroške v enakih delih. Arbitražni senat lahko sprejme drugačno odločitev glede delitve stroškov. V vseh drugih primerih bo arbitražni senat sam določil svoj poslovnik.

9. člen

Spori med pogodbenico in investitorjem druge pogodbenice

1. Spori med pogodbenico in investitorjem druge pogodbenice v zvezi z naložbo, ki jo je ta investitor izvršil na ozemlju te pogodbenice, se bodo reševali sporazumno s pogajanjem.

2. Če spora ni mogoče rešiti v šestih (6) mesecih od datuma zahteve po poravnavi, lahko zadevni investitor predloži spor:

- a) pristojnemu sodišču pogodbenice,
- b) ad hoc razsodišču, ustanovljenemu v skladu z Arbitražnimi pravili Komisije Združenih narodov za mednarodno trgovinsko pravo (UNCITRAL), razen če se stranke v sporu niso drugače dogovorile, ali
- c) Mednarodnemu centru za reševanje investicijskih sporov (ICSID) s pravnim postopkom ali arbitražo, ki je bil ustanovljen v skladu s Konvencijo o poravnavi investicijskih sporov med državami in državljani drugih držav, ki je bila dana na voljo za podpis v Washingtonu D.C. 18. marca 1965.

3. Vsaka pogodbenica s tem soglaša s predložitvijo investicijskega spora mednarodnemu pravnemu postopku ali arbitraži.

4. Nobena od pogodbenic ne bo po diplomatski poti reševala katere koli arbitraži predložene zadeve, dokler arbitražni postopek ni končan in je bilo pogodbenici onemogočeno ravnanje v skladu z odločbo Mednarodnega centra za poravnavo investicijskih sporov.

5. Odločba je dokončna in zavezujoča za obe stranki v sporu.

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 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 International Court of Justice next in seniority who is not a national of either Contracting Party shall be invited to make the necessary appointments.

5. The Chairman of the Arbitral Tribunal shall be a national of a third State with which both Contracting Parties maintain diplomatic relations.

6. The Arbitral Tribunal shall rule according to majority vote. The decisions of the Tribunal shall be final and binding on both Contracting Parties. Each Contracting Party shall be responsible for the costs of its own member and of its representatives 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 costs. In all other respects, the Tribunal court shall define its own rules of procedure.

Article 9

Disputes between a Contracting Party and an Investor of the other Contracting Party

1. Any dispute which may arise between one Contracting Party and an investor of the other Contracting Party concerning an investment of that investor in the territory of the former Contracting Party shall be settled amicably through negotiations.

2. If such a dispute cannot be settled within a period of six (6) months from the date of request for settlement, the investor concerned may submit the dispute to:

- a) the competent court of the Contracting Party;
- b) 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); or
- c) the International Center for the Settlement of Investments Disputes (ICSID) through conciliation or arbitration, established under 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.

3. Each Contracting Party hereby consents to the submission of an investment dispute to international conciliation or arbitration.

4. Neither Contracting Party shall pursue through diplomatic channels any matter referred to arbitration until the proceedings have terminated and a Contracting Party has failed to abide by or to comply with the award rendered by the International Center for the Settlement of Investments Disputes.

5. The award shall be final and binding on both parties to the dispute.

10. člen

Uporaba drugih pravil

Če bi zakonske določbe katere koli pogodbenice, ali sedanje ali morebitne prihodnje medsebojne obveznosti pogodbenic po mednarodnem pravu, poleg tega sporazuma vsebovale splošna ali posebna pravila, ki bi naložbam investitorjev iz druge države pogodbenice zagotavljala ugodnejšo obravnavo, kot jo predvideva ta sporazum, bodo taka pravila v obsegu, v katerem so ugodnejša, pravladala nad tem sporazumom.

11. člen

Uporaba sporazuma

Ta sporazum se uporablja za vse naložbe na ozemlju ene pogodbenice, ki so jih izvršili v skladu z njenimi predpisi in zakoni investitorji druge pogodbenice, tako za obstoječe naložbe, kakor tudi za naložbe, ki bodo izvršene po uveljavitvi tega sporazuma.

12. člen

Posvetovanja

Predstavniki pogodbenic se bodo, če bo potrebno, posvetovali o kakršni koli zadevi, v zvezi z uresničevanjem tega sporazuma. Posvetovanja bodo organizirana na predlog katere koli pogodbenice v kraju in v času, o katerem se bosta dogovorili po diplomatski poti.

13. člen

Začetek veljavnosti in trajanje

1. Sporazum začne veljati trideset (30) dni po tem, ko se pogodbenici pisno obvestita, da so izpolnjeni njuni notranjepravni postopki.

2. Sporazum najprej ostane v veljavi deset (10) let in se šteje za obnovljenega po istih pogojih za vsakih nadaljnjih pet (5) let, razen če dvanajst (12) mesecev pred iztekom njegove veljavnosti katere koli pogodbenica pisno ne obvesti druge pogodbenice o njegovi odpovedi.

3. Za naložbe, ki so izvedene pred datumom prenehanja tega sporazuma, ostanejo določbe členov od 1 do 12 v veljavi še nadaljnjih deset (10) let od dneva prenehanja veljavnosti tega sporazuma.

V dokaz tega sta za to pravilno pooblaščenata predstavnika podpisala ta sporazum.

Sestavljeno v dveh izvodih v Ljubljani dne 14. maja 1997, v slovenskem, portugalskem in angleškem jeziku, pri čemer so vsa besedila enako verodostojna. V primeru razlik pri razlagi je odločilno angleško besedilo.

Za Republiko Slovenijo
Zoran Thaler l. r.

Za Republiko Portugalsko
Jaime Gama l. r.

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 made by investors from one Contracting Party in the territory of the other Contracting Party in accordance with its laws and regulations existing at or made after its entry into force.

Article 12

Consultations

Representatives of the Contracting Parties shall, whenever necessary, hold consultations on any matter affecting the implementation of this Agreement. These consultations shall be held, on the proposal of either Contracting Party, at a place and a time to be agreed upon through diplomatic channels.

Article 13

Entry into force and Duration

1. This Agreement shall enter into force thirty (30) days after the Contracting Parties notify each other in writing that their respective internal legal procedures have been fulfilled.

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 five years and so forth, unless 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 12 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 authorised thereto, have signed the present Agreement.

Done in duplicate at Ljubljana this 14th day of May 1997 in the Slovenian, Portuguese 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 **Zoran Thaler**, (s)
For the Portuguese Republic **Jaime Gama**, (s)

P R O T O K O L

Ob podpisovanju Sporazuma med Republiko Slovenijo in Republiko Portugalsko o vzajemnem spodbujanju in zaščiti naložb sta se pravilno pooblaščenca podpisnika dogovorila tudi o naslednjih določbah, ki so sestavni del tega sporazuma:

1. V zvezi z 2. členom tega sporazuma:

Določila 2. člena tega Sporazuma se bodo uporabljala tudi za investicije, ki so jih investitorji ene pogodbenice že izvršili na teritoriju druge pogodbenice in želijo na teritoriju te pogodbenice izvršiti novo investicijo ali razširiti dejavnost že obstoječe investicije.

Te investicije se štejejo za nove in se v tem obsegu izvedejo v skladu s pravili o dopustitvi investicij v skladu z 2. členom tega sporazuma.

2. V zvezi s 3. členom tega sporazuma:

Pogodbenici menita, da določbe 3. člena tega sporazuma ne posegajo v pravico ene ali druge pogodbenice, da uporabi ustrezne določbe svojega davčnega zakona, ki razlikujejo med davkoplačevalci, ki niso v istem položaju glede na svoje bivališče ali glede na kraj, kjer je naložen njihov kapital.

Sestavljeno v dveh izvodih v Ljubljani dne 14. maja 1997 v slovenskem, portugalskem in angleškem jeziku, pri čemer so vsa besedila enako verodostojna. V primeru razlik pri razlagi je odločilno angleško besedilo.

Za Republiko Slovenijo
Zoran Thaler l. r.

Za Republiko Portugalsko
Jaime Gama l. r.

P R O T O C O L

On the occasion of the signing of the Agreement between the Republic of Slovenia and the Portuguese Republic on the Mutual Promotion and Protection of the Investments, the undersigned duly authorized to this effect, have agreed also on the following provisions, which constitute an integral part of the said Agreement:

1. With reference to Article 2 of this Agreement:

The provisions of Article 2 of this Agreement should be applicable for the investments that are already made by the investors of one of the Contracting Parties in the territory of the other Contracting Party, and wish to carry out a new investment or to extend the activities of the established investment in the territory of that Contracting Party.

Such investments shall be considered as new ones and, to that extent, shall be made in accordance with the rules on the admission of investments, according to Article 2 of this Agreement.

2. With reference to Article 3 of this Agreement:

The Contracting Parties consider that provisions of Article 3 of this Agreement shall be without prejudice to the right of either Contracting Party to apply the relevant provisions of their tax law which distinguish between tax-payers who are not in the same situation with regard to their place of residence or with regard to the place where their capital is invested.

Done in duplicate at Ljubljana this 14th day of May 1997 in the Slovenian, Portuguese 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 Portuguese Republic
Zoran Thaler, (s) **Jaime Gama**, (s)

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. 410-01/99-23/1

Ljubljana, dne 29. februarja 2000

Predsednik
Državnega zbora
Republike Slovenije
Janez Podobnik, dr. med.
za
Eda Okretič Salmič l. r.