AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF CROATIA
AND
THE GOVERNMENT OF UKRAINE
FOR THE PROMOTION
AND RECIPROCAL PROTECTION OF INVESTMENTS

The Government of the Republic of Croatia and the Government of Ukraine (hereinafter referred to as the "Contracting Parties"),

Desiring to intensify economic cooperation to the mutual benefit of both States,

Intending to create and maintain favourable conditions for investments of investors of one State in the territory of the other State, and

Conscious that the promotion and reciprocal protection of investments, according to the present Agreement, stimulates the business initiatives in this field,

Have agreed as follows:

ARTICLE 1
DEFINITIONS

For the purpose of this Agreement:

1. The term "investment" shall comprise every kind of asset invested in connection with economic activities by an investor of one Contracting Party in the territory of the other Contracting Party in accordance with the laws and regulations of the latter and shall include, in particular, though no exclusively:

   a) movable and immovable property as well as any other property rights in rem such as mortgages, liens, pledges, and similar rights;
   b) shares, stocks and debentures of companies or any other form of participation in a company;
   c) claims to money or to any performance having an economic value associated with an investment;
   d) intellectual property rights, including copyrights, trade marks, patents, industrial designs, technical processes, know-how, trade secrets, trade names and goodwill associated with an investment;
   e) any right conferred by law or under contract and any licenses and permits pursuant to law, including the concessions to search for, extract, cultivate or exploit natural resources.

   Any alteration of the form in which assets are invested shall not affect their character as investment.

2. The term "investor" shall mean any natural or legal person who invests in the territory of the other Contracting Party.

   a) The term "natural person" shall mean any natural person having the nationality of either Contracting Party in accordance with its laws.

b) The term "legal person" shall mean with respect to either Contracting Party:
- any entity incorporated or constituted in accordance with, and recognized as legal person by its laws;
- any body of persons having no legal personality but considered as a company by its laws.

3. The term "returns" shall mean amounts yielded by an investment and in particular, though not exclusively, includes profits, interest, capital gains, shares, dividends, royalties or fees.

4. The term "territory" shall mean the territory of the Contracting Parties, including the territorial sea, as well as those maritime areas adjacent to the outer limit of the territorial sea including seabed and subsoil over which the Contracting Parties exercise sovereign rights and jurisdiction in accordance with International law.

ARTICLE 2
PROMOTION AND PROTECTION OF INVESTMENTS

1. Each Contracting Party shall encourage and create favourable conditions for investors of the other Contracting Party to make investments in its territory and, shall admit such investments, in accordance with its laws and regulations.

2. Investments of investors of either Contracting Party shall at all times enjoy full protection and security in the territory of the other Contracting Party.

ARTICLE 3
NATIONAL TREATMENT AND MOST-FAVOURED-NATION TREATMENT

1. Neither Contracting Party shall accord in its territory to investments and returns of investors of the other Contracting Party a treatment less favourable than that which it accords to investments and returns of its own investors, or investments and returns of investors of any other third State, whichever is mere favourable to the investor concerned.

2. Neither Contracting Party shall accord in its territory accord to the investors of the other Contracting Party, as regards management, maintenance, enjoyment, use or disposal of their investment, a treatment which is less favourable than the treatment which it accords toits own investors or to investors of any other third State, whichever is more favourable to the investor concerned.

3. The provisions of paragraph 1 and 2 of this Article shall not be construed so as to oblige one Contracting Party to extend to the investors of the other the benefit of any treatment, preference or privilege which may be extended by the former Contracting Party by virtue of:

a) any existing of future customs union or economic union, free trade area or similar international agreements to which either of the Contracting Party is or may become a Party in the future;
b) any international agreement in order to avoid double taxation.

ARTICLE 4
COMPENSATION FOR LOSSES

1. When investments by investors of either Contracting Party suffer losses owing to war, armed conflict, a state of national emergency, revolt, insurrection, riot or other similar events in the territory of the other Contracting Party treatment, as regards restitution, indemnification, compensation or other settlement, not less favourable than that which the latter Contracting Party accords to its own investors or to investors of any third State.

2. Without prejudice to paragraph 1 of this Article, investors of one Contracting Party who in any of the events 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,
   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 just and adequate compensation for the losses sustained during the period of the requisitioning or as a result of the destruction of the property. Resulting payments shall be freely transferable in freely convertible currency without delay.

ARTICLE 5
EXPROPRIATION

1. Investments of investors of either Contracting Party shall not be nationalised, expropriated or subjected to measures having effect equivalent to nationalisation or expropriation (hereinafter referred to as "expropriation") in the territory of the other Contracting Party except for a public purpose. The expropriation shall be carried out under due process of law, on a non-discriminatory basis and shall be accompanied by provisions for the payment of prompt, adequate and effective compensation. Such compensation shall amount to the fair market value of the expropriated investments immediately before expropriation or the impending expropriation became public knowledge, and it shall include interest calculated at the LIBOR rate of exchange from the date of expropriation until the date of payment. Compensation shall be paid without delay in a freely convertible currency, be effectively realizable and freely transferable.

2. The investor affected shall have a right, to prompt renew, by a judicial or other independent authority of that Contracting Party, of his or its case and of the valuation of his or its investment in accordance with the principles set out in this Article.

3. The provisions of paragraph 1 of this Article shall also apply where a Contracting Party expropriates the assets of a company which is incorporated or constituted under the law in force in any part of its own territory, and in which investors of the other Contracting Party own shares.

ARTICLE 6
TRANSFERS

1. The Contracting Parties shall guarantee the transfer of payments related to investments and returns. The transfers shall be made in a freely convertible currency, without any restriction and undue delay. Such transfers shall include in particular, though not exclusively:

   a) capital and additional amounts to maintain or increase the investment;
   b) profits, interest, dividends and other current income;
   c) funds in repayment of loans;
   d) royalties or fees;

e) proceeds of sale of liquidation of the investment;
f) the earnings of natural persons subject to the laws and regulations of the Contracting Party, in which investments have been made.

2. For the purpose of this Agreement, exchange rates shall be the official rates effective for the current transactions at the date of transfer, unless otherwise agreed.

ARTICLE 7
SUBROGATION

1. If a Contracting Party or its designated agency makes payment to its own investors 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 legal transaction in that country, of any right or claim by the investor to the former Contracting Party or its designated agency, as well as,
    b) that the former Contracting Party or its designated agency is entitled by virtue of subrogation to exercise the right and enforce the claims of that investor and shall assume the obligations related to the investment.

2. The subrogated rights or claims shall not exceed the original rights or claims of the investor.

ARTICLE 8
SETTLEMENT OF INVESTMENT DISPUTES BETWEEN A CONTRACTING PARTY AND AN INVESTOR OF THE OTHER CONTRACTING PARTY

1. Any dispute which may arise between an investor of one Contracting Party and the other Contracting Party in connection with an investment on the territory of that other Contracting party shall be subject to negotiations between the parties in dispute.

2. If any dispute between an investor of one Contracting Party and the other Contracting Party can not be thus settled within a period of six months, the investor shall be entitled to submit the case either to:

    a) The International Centre for Settlement of Investment Disputes (ICSID) having regard to the applicable provisions of the Convention on the Settlement of Investment Disputes between States and Nationals of other States opened for signature at Washington D.C. on 18 March 1965, in the event both Contracting Parties shall have become a party to this Convention; or
    b) an arbitrator or international ad hoc arbitral tribunal established under the Arbitration Rules of the United Nations Commission of International Trade Law (UNCITRAL). The Parties to the dispute may agree in writing to modify these Rules. The arbitral awards shall be final and binding on both Parties to the dispute.

ARTICLE 9
SETTLEMENT OF DISPUTES BETWEEN THE CONTRACTING PARTIES

1. Disputes between the Contracting Parties concerning the interpretation or application of this Agreement shall, if possible, be settled through consultation or negotiation.

2. If the dispute cannot be thus settled within six months, it shall upon the request of either Contracting Party, be submitted to an Arbitral Tribunal in accordance with the provisions of this Article.

3. The 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. These two members shall then select a national of a third State who on approval of the two Contracting Parties shall be appointed Chairman of the Tribunal (hereinafter referred to as the "Chairman"). The Chairman shall be appointed within three 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, a request may be made to the President of the International Court of Justice to make the appointments. If he is a national of either Contracting Party, or if he is otherwise prevented from discharging the said function, the Vice-President shall be invited to make the appointments. If the Vice-President also happens to be 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 appointments.

5. The Arbitral Tribunal shall reach its decision by a majority of votes. Such decision shall be binding. Each Contracting Party shall bear the cost of its own arbitrator and its representation in the arbitral proceedings; the cost of the Chairman and the remaining costs shall be borne in equal parts by both Contracting Parties. The Arbitral Tribunal shall determine its own procedure.

ARTICLE 10
APPLICATION OF OTHER RULES AND SPECIAL COMMITMENTS

1. Where a matter is governed simultaneously both by this Agreement and by another International agreement to which both Contracting Parties are parties, nothing in this Agreement shall prevent either Contracting Party or any of its investors who own investments in the territory of the other Contracting Party from taking advantage of whichever rules are more favourable to his case.

2. If the treatment to be accorded by one Contracting Party to investors of the other Contracting Party in accordance with its laws and regulations or other specific provisions of contracts is more favourable than that accorded by the Agreement, the more favourable shall be accorded.

ARTICLE 11
APPLICABILITY OF THIS AGREEMENT

The provisions of this Agreement shall apply to investments made by investors of one Contracting Party in territory of the other Contracting Party prior as well as after the entry into force of this Agreement.

ARTICLE 12
ENTRY INTO FORCE, DURATION AND DENUNCIATION

1. The Contracting Parties shall notify each other through diplomatic channels that their internal legal requirements for the entry into force of this Agreement have been fulfilled. This Agreement shall enter into force on the date of receipt of the last notification.

2. This Agreement shall remain in force for a period of ten years and shall continue in force thereafter unless one of the Contracting Party denounces this Agreement through diplomatic channels by giving, at least one year's before the expiry of the initial or subsequent periods, written notice to the other Contracting Party.

3. In respect of investments made prior to the denunciation of this Agreement, the provisions of this Agreement shall continue to be in force for a period of ten years from the date of denunciation of this Agreement.

Done on ____________________ in ___________________ two original copies in Croatian, Ukrainian and English languages.
All texts are equally authentic. If there is any divergence in interpretation, the English version shall prevail.

FOR THE GOVERNMENT OF THE REPUBLIC OF CROATIA	**FOR THE GOVERNMENT OF THE UKRAINE**
	С. Осипенко