



**AGREEMENT BETWEEN**  
**THE GOVERNMENT OF THE SULTANATE OF OMAN**  
**AND**  
**THE GOVERNMENT OF THE REPUBLIC OF BELARUS**  
**ON**  
**THE PROMOTION AND RECIPROCAL PROTECTION OF**  
**INVESTMENTS**

The Government of the Sultanate of Oman and the Government of the Republic of Belarus (hereinafter referred to as the "Contracting Parties" and each referred to as the "Contracting Party");

Desiring to expand and strengthen the existing economic cooperation between the two countries to their mutual benefit, and to create conditions conducive to increase investments by the investors of one Contracting Party in the territory of the other Contracting Party;

Recognizing that the promotion and reciprocal protection of investments under this Agreement will help stimulate business initiatives and the transfer of capital and technology between the two countries in the interest of their economic development;

Have agreed as follows;



## ARTICLE 1 DEFINITIONS

For the purposes of this Agreement:

- (1) The term "investment" means every kind of assets 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 and shall include in particular, though not exclusively:-
- a. Movable and immovable property as well as any other rights *in rem* such as mortgages, pledges and similar rights;
  - b. Shares, premium on shares, debentures and other kinds of interest in companies;
  - c. Title to money or title to any legitimate performance having an economic value;
  - d. Intellectual and industrial property rights (such as copyrights, patents, utility models, industrial designs or models, trade or service marks, trade names), "know-how" and "goodwill" and any other similar rights recognized by both Contracting Parties in accordance with their respective laws and regulations;
  - e. Business concessions conferred by law or under contract, 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 qualification as investments provided that such alteration is not in conflict with the legislation of the Contracting Party on the territory of which the investment is made.

- (2) The term "investor" means with regard to either Contracting Party:
- a. any natural person possessing the nationality of the state of either Contracting Party;
  - b. any legal person constituted on the territory of one Contracting Party in accordance with the laws of that Contracting Party.



- (3) The term "returns" means all amounts yielded from an investment or reinvestment and including in particular, though not exclusively: funds related to assistance and technical services, profits, royalties, capital gains, share dividends, fees and interest.
- (4) The term "territory" means the territory of the state of each Contracting Party as defined in its laws and the adjacent maritime areas over which each Contracting Party exercises sovereign rights or jurisdiction in accordance with International Law.
- (5) The terms "legislation", "laws and regulations", "nationals" in respect of either Contracting Party mean the legislation, laws and regulations of the State of the Contracting Party concerned and nationals of the State of the Contracting Party concerned accordingly.

## **ARTICLE 2** **PROMOTION AND PROTECTION OF INVESTMENTS**

Each Contracting Party shall admit, promote and protect on its territory in accordance with its legislation and with the provisions of this Agreement, investments made by investors of the other Contracting Party.

## **ARTICLE 3** **FAIR AND EQUITABLE TREATMENT**

Investments of investors of each Contracting Party shall at all times be accorded fair and equitable treatment in the territory of the other Contracting Party under this Agreement and in accordance with the principles of International Law. 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 4**  
**NATIONAL AND MOST FAVOURED NATION TREATMENT**

Each Contracting Party shall accord in its territory to investments or returns of investors of the other Contracting Party, treatment not less favourable than that which it accords to investments or returns of investors of any third state.

Each Contracting Party shall accord in its territory to investors of the other Contracting Party, as regards management, maintenance, use, enjoyment or disposal of their investments, treatments not less favourable than that which it accords to its own investors or to investors of any third state, which ever is most favourable.

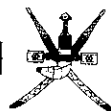
This treatment shall not include the privileges granted by one Contracting Party to investors of a third state by virtue of its participation or association in a Free Trade Area, Customs Union, Common Market or any other form of regional economic cooperation.

The provisions of this Article do not apply to tax matters.

**ARTICLE 5**  
**NATIONALIZATION AND EXPROPRIATION**

- (1) Investments of investors of either Contracting Party shall not be nationalized, expropriated or subjected to measures having effect equivalent to nationalization or expropriation (hereinafter referred to as "expropriation") in the territory of the other Contracting Party except for a public purpose related to the internal needs of that Contracting Party in accordance with applicable laws and on a non-discriminatory basis.

Any measures of expropriation which might be taken shall give rise to prompt, adequate and effective compensation, the amount of which shall be calculated on the basis of the market value of the investment immediately prior to the point of time when the decision for expropriation was announced or became publicly known. Where the market value cannot be readily ascertained, the compensation shall be determined in accordance with the generally recognized principles of valuation and on equitable principles taking into account, *inter alia*, the capital invested, depreciation, capital already repatriated, replacement value and other relevant factors. The compensation shall include interest at the current LIBOR rate of interest applicable to the currency in which the investment was originally undertaken, from the date of expropriation until the date of payment.



The said compensation shall be effectively realizable, shall be paid without delay and shall be freely transferable.

- (2) The investor who suffered losses shall have a 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 his or its case in relation to the valuation of his or its investment in accordance with the principles set out in this Article.

#### **ARTICLE 6** **COMPENSATION**

Investors of one Contracting Party whose investments have sustained losses due to war or any other armed conflict, revolution, national state of emergency or revolt occurring on the territory of the other Contracting Party, shall enjoy treatment as regards restitution, indemnification, compensation or other settlement, from the latter Contracting Party that is not less favorable than that granted to its own investors or those of any third state, whichever is more favorable to the investors concerned.

#### **ARTICLE 7** **TRANSFERS**

Each Contracting Party, on the territory of which the investment have been made by investors of the other Contracting Party, shall guarantee to these investors, after payment by them of their financial obligations, the free transfer of:

- a. returns and other current income,
- b. repayments of loans which have been regularly contracted,
- c. proceeds from partial or total liquidation of investment including capital gains on the capital invested,
- d. compensation for expropriation or loss described in Articles 5 and 6 above,
- e. earnings of the nationals of either Contracting Party who have been authorized to work on the territory of the other Contracting Party, as a result of an approved investment,
- f. capital and additional capital amounts used to maintain, increase, or expand existing investments,

The transfers referred to in the foregoing paragraphs of this Article shall be promptly effected in a freely convertible currency at the market exchange rate on the date of transfer.



## **ARTICLE 8** **SUBROGATION**

If one Contracting Party, as a result of a guarantee given for an investment made on the territory of the other Contracting Party, makes payments to its investors, the first mentioned party has, in this case, full rights of subrogation with regard to the right and actions of the said investor.

## **ARTICLE 9** **SETTLEMENT OF DISPUTES BETWEEN** **AN INVESTOR AND A CONTRACTING PARTY**

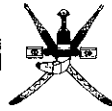
Any dispute concerning the investments arising between one Contracting Party and an investor of the other Contracting Party shall be settled amicably between the two parties concerned.

If the dispute has not been settled within a period of six months from the date on which it arised, it shall be submitted at the request of either party to:

- (1) the competent court of the Contracting Party in the territory of which the investment has been made; or
- (2) the International Center for the Settlement of Investment Disputes (ICSID) established by the Convention on the Settlement of Investment Disputes between States and Nationals of the other States, opened for signature in Washington on March 18<sup>th</sup>, 1965; or
- (3) an ad hoc arbitral 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).

The decisions of the arbitral tribunal shall be final and binding upon the parties to the dispute and each Contracting Party shall execute these decisions in accordance with its domestic laws.

During arbitration proceedings or the enforcement of the award, the Contracting Party involved in the dispute shall not allege as defence the fact that the investor of the other Contracting Party has received payment under a guarantee or an insurance contract in respect of all or part of his or its losses.



**ARTICLE 10**  
**SETTLEMENT OF DISPUTES BETWEEN**  
**THE CONTRACTING PARTIES**

- (1) Disputes relating to the interpretation or application of this Agreement shall be settled, if possible, by negotiations through diplomatic channels.
- (2) If the dispute has not been settled within a period of six months from the date on which the matter was raised by either Contracting Party, it may be submitted at the request of either Contracting Party to an Arbitral Tribunal.
- (3) The said Tribunal shall be created as follows for each specific case:

Each Contracting Party shall appoint one arbitrator, and the two thus appointed shall appoint by mutual agreement a third arbitrator, who must be national of a third state which maintains diplomatic relations with both Contracting Parties, and who shall be designated as Chairman of the Tribunal by the two Contracting Parties. All the arbitrators must be appointed within two months from the date of notification by one Contracting Party to the other Contracting Party of its intention to submit the dispute to arbitration.

- (4) If appointments of arbitrators have not been made within the period specified in paragraph 3 of this Article, either Contracting Party may, in the absence of any other agreement, invite the President of the International Court of Justice to make the necessary appointments. If the President is a national of either Contracting Party or is otherwise prevented from discharging the said function, the next most senior member of the International Court of Justice who is not a national of either Contracting Party shall be invited to make the necessary appointments.
- (5) The Tribunal shall reach its decision by a majority of votes. This decision shall be final and legally binding on both Contracting Parties. The Tribunal shall set its own rules of procedure. It shall interpret such decision at the request of either Contracting Party. Unless otherwise decided by the Tribunal, in accordance with special circumstances, the legal costs, including the fees of the arbitrators, shall be equally shared between the two Contracting Parties.



**ARTICLE 11**  
**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 rules, whether general or specific, entitling investments by investors of the other Contracting Party to a treatment more favourable than is provided for by the present Agreement such rules shall, to the extent that they are more favourable, prevail over this Agreement.

**ARTICLE 12**  
**SPECIAL COMMITMENT**

Investments having formed the subject of a special commitment of one Contracting Party, with respect to the investors of the other Contracting Party, shall be governed, without prejudice to the provisions of this Agreement, by the terms of the said commitment if the latter includes provisions more favorable than those of this Agreement.

**ARTICLE 13**  
**PRE - AGREEMENT INVESTMENTS**

This Agreement shall be applied to all investments, made by investors of one of the Contracting Parties in the territory of the other Contracting Party in accordance with the respective laws and regulations, prior to as well as after the entry into force of this Agreement, but shall not be applied to any dispute concerning investments that may have arisen before the entry into force of this Agreement.

**ARTICLE 14**  
**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 one of the Contracting Parties at a place and at the time to be agreed upon through diplomatic channels.





**ARTICLE 15**  
**ENTRY INTO FORCE AND DURATION**

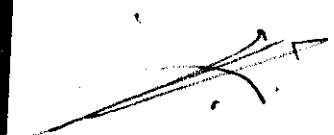
- (1) This Agreement shall enter into force on the latter date on which either Contracting Party notifies the other through diplomatic channels that its legal requirements for the entry into force of this Agreement have been fulfilled.
- (2) This Agreement shall remain in force for 10 years and shall continue in force thereafter for similar period or periods unless terminated in writing by either Contracting Party one year at least before its expiration.
- (3) In respect of investments made prior to the date of termination of the Agreement, the provisions of Article 1 to 14 shall continue to be effective for a further period of 20 years of the date of termination of the Agreement.


**IN WITNESS WHEREOF**, the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement.

Done in duplicate at *Minsk* ... on this *20<sup>th</sup>* day of *May* *2004* ... in the Arabic, Russian and English Languages, all texts being equally authentic. In case of any divergence, the English text shall prevail.

FOR THE GOVERNMENT OF  
THE SULTANATE OF OMAN

FOR THE GOVERNMENT OF  
THE REPUBLIC OF BELARUS

  
AHMED MACKI  
MINISTER OF NATIONAL  
ECONOMY, DEPUTY CHAIRMAN  
OF THE FINANCIAL AFFAIRS  
AND ENERGY RESOURCES  
COUNCIL

  
NIKOLAI ZAICHENKO  
MINISTER OF ECONOMY