

No. 47376

**Lithuania
and
Republic of Moldova**

Agreement between the Government of the Republic of Lithuania and the Government of the Republic of Moldova on the promotion and reciprocal protection of investments. Vilnius, 20 September 1999

Entry into force: *29 May 2003 by notification, in accordance with article 14*

Authentic texts: *English, Lithuanian and Moldovan*

Registration with the Secretariat of the United Nations: *Lithuania, 21 April 2010*

**Lituanie
et
République de Moldova**

Accord entre le Gouvernement de la République de Lituanie et le Gouvernement de la République de Moldova relatif à la promotion et à la protection réciproque des investissements. Vilnius, 20 septembre 1999

Entrée en vigueur : *29 mai 2003 par notification, conformément à l'article 14*

Textes authentiques : *anglais, lituanien et moldave*

Enregistrement auprès du Secrétariat des Nations Unies : *Lituanie, 21 avril 2010*

[ENGLISH TEXT – TEXTE ANGLAIS]

A G R E E M E N T
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA
AND
THE GOVERNMENT OF THE REPUBLIC OF MOLDOVA
ON THE PROMOTION AND RECIPROCAL PROTECTION OF INVESTMENTS

The Government of the Republic of Lithuania and the Government of the Republic of Moldova, hereinafter referred to as the “Contracting Parties”,

- desiring to intensify their economic cooperation to the mutual benefit of both States on a long term basis,

- having as their objective to create favourable conditions for investments by investors of either Contracting Party in the territory of the other Contracting Party,

- recognising that the promotion and protection of investments, on the basis of this Agreement, will stimulate initiative in this field,

have agreed as follows:

Article 1

Definitions

For the purposes of this Agreement:

1. "Investment" shall mean every kind of asset, invested by an investor of one Contracting Party in the territory of the other Contracting Party, provided that the investment has been made in accordance with the laws and regulations of the other Contracting Party, and in particular, though not exclusively, includes:

a) movable and immovable property and any other property rights, such as mortgages, liens or pledges, and similar rights;

b) shares in, and stock and debentures of a company and any other form of participation in a company;

c) *claims to money or to any performance under contract having an economic value;*

d) intellectual property rights, including industrial property rights, patents, trade marks, technical processes, know-how, goodwill and any other similar rights;

e) any right to conduct economic activities conferred by law or under contract, including concessions to search for, extract and exploit natural resources.

Any alteration of the form in which the investments have been made does not affect their character as investment, provided such an alteration is made in accordance with the host country's laws.

2. "Returns" means the amounts, yielded by an investment and in particular, though not exclusively, includes profits, interest, capital gains, dividends, royalties, and fees.

3. "Investor" means with regard to either Contracting Party:

a) natural persons having the nationality of that Contracting Party in accordance with its laws;

b) legal entities constituted in accordance with the laws of that Contracting Party.

4. "Territory" means in respect of either Contracting Party, the territory under its sovereignty including the territorial sea, as well as other marine or submarine areas over which that Contracting Party exercises, in conformity with international law, sovereign rights or jurisdiction.

Article 2

Promotion of Investments

Each Contracting Party promotes in its territory investments by investors of the other Contracting Party and admits such investments in accordance with its laws and regulations.

Article 3

Protection and Treatment of Investments

1. Investments by investors of a Contracting Party shall, at all times, be accorded fair and equitable treatment and shall enjoy full protection and security in the territory of the other Contracting Party. Each Contracting Party shall ensure that the management, maintenance, use, enjoyment or disposal in its territory of investments by investors of the other Contracting Party is not in any way impaired by unjustifiable or discriminatory measures.

2. Each Contracting Party shall accord to the investments, made in its territory by investors of the other Contracting Party, treatment not less favourable than that which it accords to the investments of its own investors or investors of any third State, whichever is more favourable.

3. The provisions of this Agreement 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 extended to the investors of any third State by virtue of:

a) any existing or future customs union, common market, free trade area, other forms of economic cooperation or similar international arrangement to which either Contracting Party is or may become a party;

b) any advantages accorded by existing or future agreements relating to avoidance of double taxation or any other arrangement relating to taxation.

4. Returns from the investments and, in cases of reinvestment, the income ensuing therefrom, enjoy the same treatment and protection as the initial investments.

5. Each Contracting Party shall observe any other obligation it may have entered into with regard to investments of investors of the other Contracting Party.

Article 4

Expropriation

1. Investments by investors of either Contracting Party in the territory of the other Contracting Party shall not be expropriated, nationalised or subjected to any other measure having equivalent effect (hereinafter referred to as "expropriation"), except in the public interest, under due process of law, on a non discriminatory basis and against payment of prompt, adequate and effective compensation.

2. The compensation mentioned in the paragraph 1 of this Article shall amount to the market value of the expropriated investment immediately before the expropriation occurred or the impending expropriation became public knowledge, whichever is the earlier, and shall be paid without undue delay. The compensation shall include interest calculated on the LIBOR basis from the date of expropriation.

3. Investors, whose assets are being expropriated shall, without prejudice to their rights under Article 9 of this Agreement, have a right to prompt review by the appropriate judicial or administrative authorities of the expropriating Contracting Party to determine whether such expropriation and any compensation therefor conforms to the principles of this Article and the laws of that expropriating Contracting Party.

4. Investors, affected by the expropriation, may not rise claims under the provisions of this article if compensation has been paid pursuant to similar provisions in another investment protection agreement by the expropriating Contracting Party.

Article 5

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 other armed conflict, a state of national emergency, civil disturbance or other similar events in the territory of the other Contracting Party, shall be accorded by latter Contracting Party treatment, as regards restitution, indemnification, compensation or other settlement, no less favourable than that which the latter Contracting Party accords to its own investors or to investors of any third State, whichever is more favourable. Resulting payments shall be made without delay and 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 investment or the part thereof by the latter's forces or authorities, or