Z A K O N

O POTVRĐIVANJU SPORAZUMA IZMEĐU REPUBLIKE SRBIJE I JAPANA O PODSTICANJU I ZAŠTITI ULAGANJA

Član 1.

Potvrđuje se Sporazum između Republike Srbije i Japana o podsticanju i zaštiti ulaganja, sačinjen u Beogradu, 24. decembra 2025. godine, u originalu na engleskom jeziku.

Član 2.

Tekst Sporazuma između Republike Srbije i Japana o podsticanju i zaštiti ulaganja, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

AGREEMENT BETWEEN THE REPUBLIC OF SERBIA AND JAPAN FOR THE PROMOTION AND PROTECTION OF INVESTMENT

Republic of Serbia and Japan the (hereinafter referred to as “the Contracting Parties”),

Desiring to further promote investment in order to strengthen the economic relationship between the Contracting Parties;

Intending to further create stable, equitable, favourable and transparent conditions for greater investment by investors of a Contracting Party in the Area of the other Contracting Party;

Recognising that these objectives can be achieved without relaxing health, safety and environmental measures of general application; and

Recognising the importance of the cooperative relationship between labour and management in promoting investment between the Contracting Parties in line with internationally accepted labour standards;

Have agreed as follows:

CHAPTER I

INVESTMENT

Article 1

Definitions

For the purposes of this Agreement:

(a) the term “investment” means every kind of asset owned or controlled, directly or indirectly, by an investor, including:

(i) an enterprise and a branch of an enterprise;

(ii) shares, stocks or other forms of equity participation in an enterprise;

(iii) bonds, debentures, loans and other forms of debt;

(iv) futures, options and other derivatives;

(v) rights under contracts, including turnkey, construction, management, production or revenue-sharing contracts;

(vi) claims to money and to any performance under contract having a financial value;

(vii) intellectual property rights, including copyrights and related rights, patent rights and rights relating to utility models, trademarks, industrial designs, layout-designs of integrated circuits, new varieties of plants, trade names, indications of source or geographical indications and undisclosed information, and goodwill;

(viii) rights conferred pursuant to laws and regulations or contracts such as concessions, licences, authorisations and permits, including those for the exploration and exploitation of natural resources; and

(ix) any other tangible and intangible, movable and immovable property, and any related property rights, such as leases, mortgages, liens and pledges;

An investment includes the amounts yielded by an investment, in particular, profit, interest, capital gains, dividends, royalties and fees. A change in the form in which assets are invested does not affect their character as an investment;

but an investment does not mean claims to money that arise solely from commercial contracts for the sale of goods or services by a national or enterprise in the Area of a Contracting Party to an enterprise in the Area of the other Contracting Party.

(b) the term “investor of a Contracting Party” means:

(i) a natural person having the nationality of a Contracting Party in accordance with its laws and regulations; or

Note: This Agreement shall not apply to investments of natural persons who are nationals of both Contracting Parties unless such natural persons have at the time of the investment and ever since been domiciled outside the Area of the Contracting Party in which they made such investments.

(ii) an enterprise of a Contracting Party,

that is making or has made an investment in the Area of the other Contracting Party;

(c) the term “enterprise” means any legal person or any other entity duly constituted or organised under the applicable laws and regulations, whether or not for profit, and whether private or government owned or controlled, including any corporation, trust, partnership, sole proprietorship, joint venture, association, organisation or company;

(d) the term “enterprise of a Contracting Party” means an enterprise duly constituted or organised under the applicable laws and regulations of a Contracting Party;

(e) the term “investment activities” means operation, management, maintenance, use, enjoyment and sale or other disposal of investments;

(f) the term “Area” means:

(i) with respect to Japan, the territory of Japan, and the exclusive economic zone and the continental shelf with respect to which Japan exercises sovereign rights or jurisdiction in accordance with international law; and

(ii) with respect to the Republic of Serbia, the territory of the Republic of Serbia;

(g) the term “freely usable currency” means freely usable currency as defined under the Articles of Agreement of the International Monetary Fund;

(h) the term “WTO Agreement” means the Marrakesh Agreement Establishing the World Trade Organization, done at Marrakesh, April 15, 1994;

(i) the term “TRIPS Agreement” means the Agreement on Trade-Related Aspects of Intellectual Property Rights in Annex 1C to the WTO Agreement;

(j) the term “claimant” means an investor of a Contracting Party that is a party to an investment dispute with the other Contracting Party;

(k) the term “respondent” means the Contracting Party that is a party to an investment dispute;

(l) the term “disputing party” means either the claimant or the respondent;

(m) the term “disputing parties” means the claimant and the respondent;

(n) the term “non-disputing Party” means the Contracting Party that is not a party to an investment dispute;

(o) the term “ICSID” means the International Centre for Settlement of Investment Disputes;

(p) the term “ICSID Additional Facility Rules” means the Rules Governing the Additional Facility for the Administration of Proceedings by the Secretariat of the International Centre for Settlement of Investment Disputes;

(q) the term “ICSID Additional Facility Arbitration Rules” means the Rules that apply to any arbitration proceeding conducted pursuant to the ICSID Additional Facility Rules;

(r) the term “ICSID Convention” means the Convention on the Settlement of Investment Disputes between States and Nationals of other States, done at Washington, March 18, 1965;

(s) the term “New York Convention” means the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done at New York, June 10, 1958; and

(t) the term “UNCITRAL Arbitration Rules” means the Arbitration Rules of the United Nations Commission on International Trade Law.

Article 2

Promotion and Admission of Investment

1. Each Contracting Party shall encourage and create favourable conditions for investors of the other Contracting Party to make investments in its Area.

2. Each Contracting Party shall, subject to its rights to exercise powers in accordance with its applicable laws and regulations, including those with regard to foreign ownership and control, admit investment of investors of the other Contracting Party.

Article 3

National Treatment

1. Each Contracting Party shall in its Area accord to investors of the other Contracting Party and to their investments treatment no less favourable than the treatment it accords in like circumstances to its own investors and to their investments with respect to investment activities.

2. Paragraph 1 shall not be construed to prevent a Contracting Party from adopting or maintaining a measure that prescribes special formalities in connection with investment activities of investors of the other Contracting Party in its Area, provided that such special formalities do not impair the substance of the rights of such investors under this Agreement.

Article 4

Most-Favoured-Nation Treatment

1. Each Contracting Party shall in its Area accord to investors of the other Contracting Party and to their investments treatment no less favourable than the treatment it accords in like circumstances to investors of a non-Contracting Party and to their investments with respect to investment activities.

2. Paragraph 1 shall not be construed to oblige a Contracting Party to extend to investors of the other Contracting Party and to their investments any preferential treatment by virtue of any existing or future regional economic integration union to which the former Contracting Party is a party.

Article 5

General Treatment

1. Each Contracting Party shall in its Area accord to investments of investors of the other Contracting Party treatment in accordance with customary international law, including fair and equitable treatment and full protection and security. For greater certainty, the concepts of “fair and equitable treatment” and “full protection and security” do not require treatment in addition to, or beyond that which is required by the customary international law minimum standard of treatment of aliens, and do not create additional substantive rights.

2. For greater certainty:

   (a) “fair and equitable treatment” includes the obligation of each Contracting Party not to deny justice in criminal, civil or administrative adjudicatory proceedings in accordance with the principle of due process of law; and

   (b) “full protection and security” requires each Contracting Party to provide the level of police protection required under customary international law.

Article 6

Access to the Courts of Justice

Each Contracting Party shall in its Area accord to investors of the other Contracting Party treatment no less favourable than the treatment it accords in like circumstances to its own investors or to investors of a non-Contracting Party with respect to access to the courts of justice and administrative tribunals and agencies in all degrees of jurisdiction, both in pursuit and in defence of the rights of the investors of the other Contracting Party.

Article 7

Prohibition of Performance Requirements

1. Neither Contracting Party may impose or enforce any of the following requirements, or enforce any commitment or undertaking, in connection with investment activities of an investor of a Contracting Party or of a non-Contracting Party in its Area:

(a) to export a given level or percentage of goods or services;

(b) to achieve a given level or percentage of domestic content;

(c) to purchase, use or accord a preference to goods produced or services provided in its Area, or to purchase goods or services from a natural person or an enterprise in its Area;

(d) to relate in any way the volume or value of imports to the volume or value of exports or to the amount of foreign exchange inflows associated with an investment of the investor;

(e) to restrict sales of goods or services in its Area that an investment of the investor produces or provides by relating such sales in any way to the volume or value of its exports or foreign exchange earnings;

(f) to restrict the exportation or sale for export;

(g) to transfer technology, a production process or other proprietary knowledge to a natural person or an enterprise in its Area;

(h) to locate the headquarters of the investor for a specific region or the world market in its Area;

(i) to hire a given number or percentage of its nationals;

(j) to achieve a given level or value of research and development in its Area; or

(k) to supply one or more of the goods that the investor produces or the services that the investor provides to a specific region or the world market, exclusively from its Area.

2. Neither Contracting Party may condition the receipt or continued receipt of an advantage, in connection with investment activities of an investor of a Contracting Party or of a non-Contracting Party in its Area, on compliance with any of the following requirements:

(a) to achieve a given level or percentage of domestic content;

(b) to purchase, use or accord a preference to goods produced in its Area, or to purchase goods from a natural person or an enterprise in its Area;

(c) to relate in any way the volume or value of imports to the volume or value of exports or to the amount of foreign exchange inflows associated with an investment of the investor;

(d) to restrict sales of goods or services in its Area that an investment of the investor produces or provides by relating such sales in any way to the volume or value of its exports or foreign exchange earnings; or

(e) to restrict the exportation or sale for export.

3. (a) Nothing in paragraph 2 shall be construed to prevent a Contracting Party from conditioning the receipt or continued receipt of an advantage, in connection with investment activities of an investor of a Contracting Party or of a non-Contracting Party in its Area, on compliance with a requirement to locate production, supply a service, train or employ workers, construct or expand particular facilities, or carry out research and development, in its Area.

(b) Subparagraph 1(g) shall not apply when the requirement is imposed or the commitment or undertaking is enforced by a court of justice, administrative tribunal or competition authority to remedy an alleged violation of competition laws.

(c) Subparagraph 1(g) shall not apply when the requirement concerns the transfer of intellectual property rights which is undertaken in a manner not inconsistent with the TRIPS Agreement.

(d) Subparagraphs 2(a) and 2(b) shall not apply to requirements imposed by an importing Contracting Party relating to the content of goods necessary to qualify for preferential tariffs or preferential quotas.

4. Paragraphs 1 and 2 shall not apply to any requirement other than the requirements set out in those paragraphs.

Article 8

Transparency

1. Each Contracting Party shall promptly publish, or otherwise make publicly available, its laws, regulations, administrative procedures and administrative rulings and judicial decisions of general application as well as international agreements which pertain to or affect the implementation and operation of this Agreement.

2. Each Contracting Party shall, upon request by the other Contracting Party, promptly respond to specific questions and provide that other Contracting Party with information on matters set out in paragraph 1.

3. Paragraphs 1 and 2 shall not be construed to oblige either Contracting Party to disclose confidential information, the disclosure of which would impede law enforcement or otherwise be contrary to the public interest, or which would prejudice privacy or legitimate commercial interests.

Article 9

Public Comment Procedures

Each Contracting Party shall, in accordance with its laws and regulations, endeavour to provide, except in cases of emergency or of purely minor nature, a reasonable opportunity for comments by the public before the adoption, amendment or repeal of regulations of general application that affect any matter covered by this Agreement.

Article 10

Measures against Corruption

Each Contracting Party shall ensure that measures and efforts are undertaken to prevent and combat corruption regarding matters covered by this Agreement in accordance with its laws and regulations.

Article 11

Entry, Sojourn and Residence of Investors

Each Contracting Party shall, in accordance with its laws and regulations, give sympathetic consideration to applications for entry, sojourn and residence of a natural person having the nationality of the other Contracting Party as well as personnel employed by, and an executive, a manager and a member of the board of directors of, an enterprise of the other Contracting Party, who wish to enter the territory of the former Contracting Party and remain therein for the purpose of investment activities.

Article 12

Expropriation and Compensation

1. Neither Contracting Party shall expropriate or nationalise an investment in its Area of an investor of the other Contracting Party or take any measure equivalent to expropriation or nationalisation (hereinafter referred to as “expropriation”) except:

(a) for a public purpose;

(b) in a non-discriminatory manner;

(c) upon payment of prompt, adequate and effective compensation in accordance with paragraphs 2 through 5; and

(d) in accordance with due process of law.

2. The compensation shall be equivalent to the fair market value of the expropriated investments at the time when the expropriation was publicly announced or when the expropriation occurred, whichever is earlier. The fair market value shall not reflect any change in value occurring because the expropriation had become publicly known earlier.

3. The compensation shall be paid without delay, shall include interest at a commercially reasonable rate accrued from the date of expropriation until the date of payment and shall be effectively realisable and freely transferable.

4. If payment is made in a freely usable currency, the compensation paid shall include interest, at a commercially reasonable rate for that currency, accrued from the date of expropriation until the date of payment.

5. If a Contracting Party elects to pay in a currency other than a freely usable currency, the compensation paid shall be no less than the sum of the following converted into the currency of payment at the market rate of exchange prevailing on the date of payment:

(a) the fair market value on the date of expropriation, converted into a freely usable currency at the market rate of exchange prevailing on that date; and

(b) interest, at a commercially reasonable rate for that freely usable currency, accrued from the date of expropriation until the date of payment.

6. This Article does not apply to the issuance of compulsory licences granted in relation to intellectual property rights in accordance with the TRIPS Agreement, or to the revocation, limitation or creation of intellectual property rights, to the extent that such issuance, revocation, limitation or creation is consistent with the TRIPS Agreement.

Article 13

Protection from Strife

1. Each Contracting Party shall accord to investors of the other Contracting Party that have suffered loss or damage relating to their investments in the Area of the former Contracting Party due to armed conflict or a state of emergency such as revolution, insurrection, civil disturbance or any other similar event in the Area of that former Contracting Party, treatment, as regards restitution, indemnification, compensation or any other settlement, that is no less favourable than the treatment it accords to its own investors or to investors of a non-Contracting Party, whichever is more favourable to the investors of the other Contracting Party.

2. Any payment as a means of settlement referred to in paragraph 1 shall be effectively realisable, freely transferable and freely convertible at the market exchange rate into freely usable currencies.

3. Neither Contracting Party shall be derogated from its obligation under paragraph 1 by reason of its measures taken pursuant to paragraph 2 of Article 16.

Article 14

Subrogation

If a Contracting Party or its designated agency makes a payment to any investor of that Contracting Party under an indemnity, guarantee or insurance contract, pertaining to an investment of such investor in the Area of the other Contracting Party, the latter Contracting Party shall recognise the assignment to the former Contracting Party or its designated agency of any right or claim of such investor on account of which such payment is made and shall recognise the right of the former Contracting Party or its designated agency to exercise by virtue of subrogation any such right or claim to the same extent as the original right or claim of the investor. As regards payment to be made to that former Contracting Party or its designated agency by virtue of such assignment of right or claim and the transfer of such payment, the provisions of Articles 12, 13 and 15 shall apply *mutatis mutandis*.

Article 15

Transfers

1. Each Contracting Party shall ensure that all transfers relating to investments in its Area of an investor of the other Contracting Party may be freely made into and out of its Area without delay. Such transfers shall include, in particular, though not exclusively:

(a) the initial capital and additional amounts to maintain or increase investments;

(b) profits, interest, capital gains, dividends, royalties, fees or other current incomes accruing from investments;

(c) payments made under a contract including loan payments in connection with investments;

(d) proceeds of the total or partial sale or liquidation of investments;

(e) earnings and remuneration of personnel from abroad who work in connection with investments in the Area of the former Contracting Party;

(f) payments made in accordance with Articles 12 and 13; and

(g) payments arising out of a dispute.

2. Each Contracting Party shall further ensure that such transfers may be made without delay in freely usable currencies at the market exchange rate prevailing on the date of the transfer.

3. Notwithstanding paragraphs 1 and 2, a Contracting Party may delay or prevent a transfer through the equitable, non-discriminatory and good-faith application of its laws and regulations relating to:

(a) payment of taxes;

(b) bankruptcy, insolvency or the protection of the rights of creditors;

(c) issuing, trading or dealing in securities, futures, options or derivatives;

(d) criminal or penal offences;

(e) reporting or record keeping of transfers of currency or other monetary instruments when necessary to assist law enforcement or financial regulatory authorities; or

(f) ensuring compliance with orders or judgements in adjudicatory proceedings.

Article 16

General and Security Exceptions

1. Subject to the requirement that such measures are not applied by a Contracting Party in a manner which would constitute a means of arbitrary or unjustifiable discrimination against, or a disguised restriction on investors of the other Contracting Party and their investments in the Area of the former Contracting Party, nothing in this Agreement shall be construed to prevent the former Contracting Party from adopting or enforcing measures:

(a) necessary to protect human, animal or plant life or health;

(b) necessary to protect public morals or to maintain public order, provided that the public order exception may only be invoked where a genuine and sufficiently serious threat is posed to one of the fundamental interests of society;

(c) necessary to secure compliance with the laws or regulations which are not inconsistent with the provisions of this Agreement including those relating to:

(i) the prevention of deceptive and fraudulent practices or to deal with the effects of a default on contract;

(ii) the protection of the privacy of the individual in relation to the processing and dissemination of personal data and the protection of confidentiality of personal records and accounts; or

(iii) safety; or

(d) imposed for the protection of national treasures of artistic, historic or archaeological value.

2. Subject to paragraph 3 of Article 13, nothing in this Agreement shall be construed to prevent a Contracting Party from adopting or enforcing measures:

(a) which it considers necessary for the protection of its essential security interests, including measures:

(i) taken in time of war, armed conflict, or other emergency in that Contracting Party or in international relations; or

(ii) relating to the implementation of national policies or international agreements respecting the non-proliferation of weapons; or

(b) in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

3. Nothing in this Agreement shall be construed to require a Contracting Party to furnish or allow access to any information the disclosure of which it determines to be contrary to its essential security interests.

4. In cases where a Contracting Party takes any measure, pursuant to paragraph 2, that does not conform with the obligations of the provisions of this Agreement, that Contracting Party shall not use such measure as a means of avoiding its obligations.

Article 17

Temporary Safeguard Measures

1. A Contracting Party may adopt or maintain restrictive measures with regard to cross-border capital transactions as well as payments or transfers including transfers referred to in Article 15 for transactions related to investments:

(a) in the event of serious balance-of-payments and external financial difficulties or threat thereof; or

(b) in exceptional cases where movements of capital cause or threaten to cause serious difficulties for macroeconomic management, in particular monetary and exchange rate policies.

2. Restrictive measures referred to in paragraph 1 shall:

(a) be applied in such a manner that the other Contracting Party is treated no less favourably than any non-Contracting Party;

(b) be consistent with the Articles of Agreement of the International Monetary Fund;

(c) not exceed those necessary to deal with the circumstances set out in paragraph 1;

(d) be temporary and be phased out progressively as the situation specified in paragraph 1 improves;

(e) be promptly notified to the other Contracting Party; and

(f) avoid unnecessary damages to the commercial, economic and financial interests of the other Contracting Party.

3. The Contracting Party which has adopted any measures under paragraph 1 shall, upon request, commence consultations with the other Contracting Party in order to review the restrictions adopted by the former Contracting Party.

Article 18

Prudential Measures

1. Notwithstanding any other provisions of this Agreement, a Contracting Party shall not be prevented from taking measures relating to financial services for prudential reasons, including measures for the protection of investors, depositors, policy holders or persons to whom a fiduciary duty is owed by an enterprise supplying financial services, or to ensure the integrity and stability of its financial system.

2. Where the measures taken by a Contracting Party pursuant to paragraph 1 do not conform with this Agreement, they shall not be used as a means of avoiding the obligations of the Contracting Party under this Agreement.

Article 19

Intellectual Property Rights

1. The Contracting Parties shall grant and ensure the adequate and effective protection of intellectual property rights, and promote efficiency and transparency in intellectual property protection system. For this purpose, the Contracting Parties shall promptly consult with each other at the request of either Contracting Party. Depending on the results of the consultation, each Contracting Party shall, in accordance with its laws and regulations, take appropriate measures to remove the factors which are recognised as having adverse effects to the investments of investors of the other Contracting Party.

2. Nothing in this Agreement shall affect the rights and obligations of the Contracting Parties under multilateral agreements in respect of protection of intellectual property rights to which the Contracting Parties are parties.

3. Nothing in this Agreement shall be construed to oblige either Contracting Party to extend to investors of the other Contracting Party and to their investments treatment accorded to investors of a non-Contracting Party and to their investments by virtue of multilateral agreements in respect of protection of intellectual property rights, to which the former Contracting Party is a party.

Article 20

Taxation Measures

1. Nothing in this Agreement shall affect the rights and obligations of either Contracting Party under any tax convention. In the event of any inconsistency between this Agreement and any such convention, that convention shall prevail to the extent of the inconsistency.

2. Articles 3 and 4 shall not apply to taxation measures.

Article 21

Health, Safety and Environmental Measures and Labour Standards

Each Contracting Party recognises that it is inappropriate to encourage investment by investors of the other Contracting Party and of a non-Contracting Party by relaxing its health, safety or environmental measures, or by lowering its labour standards. To this effect, each Contracting Party should not waive or otherwise derogate from such measures or standards as an encouragement for the establishment, acquisition or expansion of investments in its Area by investors of the other Contracting Party and of a non-Contracting Party.

Article 22

Denial of Benefits

1. A Contracting Party may deny the benefits of this Agreement to an investor of the other Contracting Party that is an enterprise of the other Contracting Party and to its investments if the enterprise is owned or controlled by an investor of a non-Contracting Party and the denying Contracting Party:

(a) does not maintain diplomatic relations with the non-Contracting Party; or

(b) adopts or maintains measures with respect to the non-Contracting Party that prohibit transactions with the enterprise or that would be violated or circumvented if the benefits of this Agreement were accorded to the enterprise or to its investments.

2. A Contracting Party may deny the benefits of this Agreement to an investor of the other Contracting Party that is an enterprise of the other Contracting Party and to its investments if the enterprise is owned or controlled by an investor of a non-Contracting Party or of the denying Contracting Party and the enterprise has no substantial business activities in the Area of the other Contracting Party.

3. For the purposes of this Article, an enterprise is:

(a) “owned” by an investor if more than fifty percent of the equity interest in it is beneficially owned by the investor; and

(b) “controlled” by an investor if the investor has the power to name a majority of its directors or otherwise to legally direct its actions.

CHAPTER II

DISPUTE SETTLEMENT

Article 23

Settlement of Disputes between the Contracting Parties

1. Each Contracting Party shall accord sympathetic consideration to, and shall afford adequate opportunity for consultation regarding, such representations as the other Contracting Party may make with respect to any matter affecting the implementation of this Agreement.

2. Any dispute between the Contracting Parties as to the interpretation and application of this Agreement, not satisfactorily adjusted by diplomacy, shall be referred for decision to an arbitration board. Such arbitration board shall be constituted for each dispute in the following way. Within sixty days from the date of receipt by either Contracting Party from the other Contracting Party of a note requesting arbitration of the dispute, each Contracting Party shall appoint an arbitrator. The two arbitrators shall select a third arbitrator who, upon approval by the Contracting Parties, shall be appointed as the Chairperson, provided that the third arbitrator shall not be a national of either Contracting Party. The Chairperson shall be appointed within sixty days from the date of appointment of the other two arbitrators.

3. If the necessary appointments referred to in paragraph 2 have not been made within the periods referred to in that paragraph, either Contracting Party may, unless otherwise agreed, request the Secretary-General of the Permanent Court of Arbitration at The Hague to make such appointments.

4. The arbitration board shall determine its own procedural rules, after consultation with the Contracting Parties. The arbitration board shall decide the dispute in accordance with this Agreement and the rules and principles of international law applicable to the subject matter. The arbitration board shall within a reasonable period of time reach its decision by a majority of votes. Such decision shall be final and binding.

5. Each Contracting Party shall bear the cost of the arbitrator of its choice and its representation in the arbitral proceedings. The cost of the Chairperson of the arbitration board in discharging his or her duties and the remaining costs of the arbitration board shall be borne equally by the Contracting Parties.

Article 24

Settlement of Investment Disputes between a Contracting Party and an Investor of the Other Contracting Party

1. In the event of an investment dispute between the claimant and the respondent, they should initially seek to resolve the dispute through consultation and negotiation, which may include the use of non-binding, third-party procedures.

2. In the event that a disputing party considers that an investment dispute cannot be settled by consultation and negotiation:

(a) the claimant, on its own behalf, may submit to arbitration under this Article a claim:

(i) that the respondent has breached an obligation under Chapter I; and

(ii) that the claimant has incurred loss or damage by reason of, or arising out of, that breach; and

(b) the claimant, on behalf of an enterprise of the respondent that is a legal person that the claimant owns or controls directly or indirectly, may submit to arbitration under this Article a claim:

(i) that the respondent has breached an obligation under Chapter I; and

(ii) that the enterprise has incurred loss or damage by reason of, or arising out of, that breach.

3. At least ninety days before submitting any claim to arbitration under this Article, a claimant shall deliver to the respondent a written notice of its intention to submit the claim to arbitration (hereinafter referred to as “notice of intent”). The notice of intent shall specify:

(a) the name and address of the claimant and, in the case of subparagraph 2(b), the name, address and place of incorporation of the enterprise;

(b) for each claim, the provision of Chapter I alleged to have been breached and any other relevant provisions;

(c) the legal and factual basis for each claim; and

(d) the relief sought and the approximate amount of damages claimed.

4. Provided that six months have elapsed since the events giving rise to the claim, a claimant may submit a claim referred to in paragraph 2 to the arbitration:

(a) under the ICSID Convention, provided that the Contracting Parties are parties to the ICSID Convention;

(b) under the ICSID Additional Facility Rules, provided that:

(i) none of the Contracting Parties is a party to the ICSID Convention; or

(ii) either Contracting Party, but not both, is a party to the ICSID Convention;

(c) under the UNCITRAL Arbitration Rules; or

(d) if the disputing parties agree, under any other arbitration institution or arbitration rules.

5. A claim shall be deemed submitted to arbitration under this Article when the claimant’s notice of or request for arbitration (hereinafter referred to as “notice of arbitration”):

(a) referred to in paragraph 1 of Article 36 of the ICSID Convention is received by the Secretary-General of ICSID;

(b) referred to in Rule 2 of the ICSID Additional Facility Arbitration Rules is received by the Secretary-General of ICSID;

(c) referred to in Article 3 of the UNCITRAL Arbitration Rules, together with the statement of claim referred to in Article 20 of the UNCITRAL Arbitration Rules, is received by the respondent; or

(d) under any other arbitration institution or arbitration rules selected under subparagraph 4(d) is received by the respondent, unless otherwise specified by such institution or in such rules.

6. Each Contracting Party hereby consents to the submission of a claim to arbitration under this Article in accordance with this Agreement.

7. Notwithstanding paragraph 6, no claim may be submitted to arbitration under this Article if more than three years have elapsed from the date on which the claimant first acquired, or should have first acquired, knowledge of the breach alleged under paragraph 2 and knowledge that the claimant in the case of subparagraph 2(a) or the enterprise referred to in subparagraph 2(b) in the case of that subparagraph has incurred loss or damage.

8. No claim may be submitted to arbitration under this Article unless:

(a) in the case of subparagraph 2(a):

(i) the claimant consents in writing to arbitration in accordance with the procedures set out in this Article; and

(ii) the claimant waives in writing any right to initiate or continue before any administrative tribunal or court of justice under the law of either Contracting Party, or other dispute settlement procedures, any proceedings with respect to any measure alleged to constitute a breach referred to in subparagraph 2(a)(i); and

(b) in the case of subparagraph 2(b):

(i) both the claimant and the enterprise referred to in that subparagraph consent in writing to arbitration in accordance with the procedures set out in this Article; and

(ii) both the claimant and the enterprise referred to in that subparagraph waive in writing any right to initiate or continue before any administrative tribunal or court of justice under the law of either Contracting Party, or other dispute settlement procedures, any proceedings with respect to any measure alleged to constitute a breach referred to in subparagraph 2(b)(i).

9. The waiver provided pursuant to subparagraph 8(a)(ii) or 8(b)(ii) shall cease to apply where the arbitral tribunal rejects the claim on the basis of a failure to meet the requirements of paragraph 3, 4, 7 or 8, or on any other procedural or jurisdictional grounds.

10. Notwithstanding subparagraphs 8(a)(ii) and 8(b)(ii), the claimant or the enterprise referred to in subparagraph 2(b) may initiate or continue an action that seeks interim injunctive relief that does not involve the payment of monetary damages before an administrative tribunal or court of justice under the law of the respondent.

11. When a claim is submitted under subparagraph 2(a) or 2(b), the arbitral tribunal shall decide the issues in dispute in accordance with this Agreement and applicable rules of international law.

12. The respondent shall deliver to the non-disputing Party:

(a) notice of arbitration no later than thirty days after the date on which the claim was submitted; and

(b) copies of all pleadings filed in the arbitration.

13. The non-disputing Party may, upon written notice to the disputing parties, make submissions to the arbitral tribunal on a question of interpretation of this Agreement.

14. In an arbitration under this Article, the respondent shall not assert, as a defence, counterclaim, right of setoff or otherwise, that the claimant has received or will receive indemnification or other compensation for all or part of the alleged damages pursuant to an insurance or guarantee contract.

15. The arbitral tribunal may award only:

(a) a judgement whether or not there has been a breach by the respondent of any obligation under Chapter I with respect to the claimant and its investments; and

(b) one or both of the following remedies, only if there has been such a breach:

(i) monetary damages and applicable interest; and

(ii) restitution of property, in which case the award shall provide that the respondent may pay monetary damages and any applicable interest, in lieu of restitution.

The arbitral tribunal may also award cost and attorney's fees in accordance with applicable arbitration rules.

16. Subject to paragraph 15, in the case of subparagraph 2(b):

(a) an award of monetary damages and any applicable interest shall provide that the sum be paid to the enterprise referred to in that subparagraph;

(b) an award of restitution of property shall provide that restitution be made to the enterprise referred to in that subparagraph; and

(c) the award shall provide that it is made without prejudice to any right that any natural person or enterprise may have in the relief under applicable law.

17. The respondent may make available to the public in a timely manner all documents, including an award, submitted to, or issued by, an arbitral tribunal established under paragraph 4, subject to redaction of:

(a) confidential business information;

(b) information which is privileged or otherwise protected from disclosure under the laws and regulations of either Contracting Party; and

(c) information which shall be withheld pursuant to the relevant arbitration rules.

18. Unless the disputing parties agree otherwise, the place of arbitration shall be in a country that is a party to the New York Convention.

19. The award rendered by the arbitral tribunal shall be final and binding upon the disputing parties. This award shall be executed in accordance with the applicable laws and regulations, as well as relevant international law including the ICSID Convention and the New York Convention, concerning the execution of award in force in the country where such execution is sought.

Article 25

Service of Documents

1. Notices and other documents relating to arbitration under this Chapter shall be served on a Contracting Party by delivery to:

(a) with respect to Japan, International Legal Affairs Bureau, the Ministry of Foreign Affairs; and

(b) with respect to the Republic of Serbia, State Attorney's Office.

2. A Contracting Party shall promptly make publicly available and notify to the other Contracting Party any change to the name of the authority referred to in paragraph 1.

3. Each Contracting Party shall make publicly available the address of its authority referred to in paragraphs 1 and 2.

Article 26

Exclusions from Dispute Settlement

A decision by Japan under the Foreign Exchange and Foreign Trade Law (Law No. 228 of 1949), as may be amended, regarding an investment that requires prior notification under that law, including an order to alter the content of investment or discontinue the investment process, shall not be subject to the dispute settlement provisions under this Agreement.

CHAPTER III

JOINT COMMITTEE

Article 27

Joint Committee

1. The Contracting Parties shall establish a Joint Committee (hereinafter referred to as “the Committee”) with a view to accomplishing the objectives of this Agreement. The functions of the Committee shall be:

(a) to discuss and review the implementation and operation of this Agreement;

(b) to exchange information on and to discuss investment-related matters within the scope of this Agreement which relate to improvement of investment environment; and

(c) to discuss any other investment-related matters concerning this Agreement.

2. The Committee may, as necessary, make appropriate recommendations by consensus to the Contracting Parties for the more effective functioning or the attainment of the objectives of this Agreement.

3. The Committee shall be composed of representatives of the Contracting Parties. The Committee may, upon mutual consent of the Contracting Parties, invite representatives of relevant entities other than the Governments of the Contracting Parties with the necessary expertise relevant to the issues to be discussed, and hold joint meetings with the private sectors.

4. The Committee shall determine its own rules of procedure to carry out its functions.

5. The Committee may establish sub-committees and delegate specific tasks to such sub-committees.

6. The Committee shall meet upon the request of either Contracting Party.

CHAPTER IV

FINAL PROVISIONS

Article 28

Review

Upon the request of either Contracting Party, the Contracting Parties shall undertake a review of this Agreement, with a view to further promoting and progressively liberalising investment between the Contracting Parties.

Article 29

Amendment

This Agreement may be amended by mutual written consent of the Contracting Parties. Any amendment shall enter into force in the manner as described in paragraph 1 of Article 31.

Article 30

Headings

The headings of the Chapters and Articles of this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

Article 31

Final Provisions

1. The Contracting Parties shall notify each other, through diplomatic channels, of the completion of their respective internal procedures necessary for the entry into force of this Agreement. This Agreement shall enter into force on the thirtieth day after the latter of the dates of receipt of the notifications. It shall remain in force for a period of ten years after its entry into force and shall continue in force unless terminated as provided for in paragraph 2.

2. A Contracting Party may, by giving one-year advance notice in writing to the other Contracting Party, terminate this Agreement at the end of the initial ten-year period or at any time thereafter.

3. This Agreement shall also apply to all investments of investors of either Contracting Party acquired in the Area of the other Contracting Party in accordance with the laws and regulations of that other Contracting Party prior to the entry into force of this Agreement.

4. In respect of investments acquired prior to the date of termination of this Agreement, the provisions of this Agreement shall continue to be effective for a period of ten years from the date of termination of this Agreement.

5. This Agreement shall not apply to claims arising out of events which occurred prior to its entry into force.

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

DONE in duplicate at Belgrade, on this 24th day of December, 2025 in the English language.

FOR THE REPUBLIC OF SERBIA:	FOR JAPAN:
Jagoda Lazarević	IMAMURA Akira
Minister of Internal and Foreign Trade	Ambassador Extraordinary and Plenipotentiary of Japan to the Republic of Serbia

SPORAZUM
IZMEĐU
REPUBLIKE SRBIJE I JAPANA
O PODSTICANjU I ZAŠTITI ULAGANjA

Republika Srbija i Japan (u daljem tekstu: Strane ugovornice),

Želeći da dalje podstiču ulaganja radi jačanja ekonomskih odnosa između Strana ugovornica;

Nameravajući da dalje doprinose sigurnim, jednakim, povoljnim i transparentnim uslovima za veća ulaganja ulagača jedne Strane ugovornice na teritoriji druge Strane ugovornice;

Priznajući da se ovi ciljevi mogu postići bez ublažavanja opštih mera zaštite zdravlja, bezbednosti i životne sredine; i

Prepoznajući značaj kooperativnog odnosa između radnika i poslodavca u podsticanju ulaganja između Strana ugovornica, u skladu sa međunarodno prihvaćenim standardima rada;

Dogovorile su se o sledećem:

GLAVA I
ULAGANjE

Član 1.
Definicije

Za potrebe ovog sporazuma:

a) izraz „ulaganje” znači svaka vrsta imovine, u vlasništvu ili pod kontrolom, direktno ili indirektno, ulagača, uključujući:

(i) privredno društvo i njegov ogranak;

(ii) akcije, udele ili druge oblike učešća u privrednom društvu;

(iii) obveznice, jemstvo, kredit i druge oblike duga;

(iv) fjučerse, opcije i druge derivate;

(v) prava na osnovu ugovora, uključujući ključ u ruke, izgradnju, upravljanje, proizvodnju ili ugovore o podeli prihoda;

(vi) novčana potraživanja i bilo koja izvršenja po osnovu ugovora koji ima finansijsku vrednost;

(vii) prava intelektualne svojine, uključujući autorska i srodna prava, patentna prava i prava koja se odnose na modele, žigove, industrijski dizajn, topografiju poluprovodničkih proizvoda, nove biljne sorte, trgovačka imena, oznake porekla ili geografske oznake, poverljive informacije i goodwill;

(viii) prava dodeljena na osnovu zakona, propisa ili ugovora, kao što su koncesija, licenca, ovlašćenje i dozvola, uključujući pravo na istraživanje i eksploataciju prirodnih resursa; i

(ix) bilo koju drugu materijalnu i nematerijalnu, pokretnu i nepokretnu imovinu i sva druga srodna imovinska prava, kao što su zakup, hipoteka, založno pravo i zaloga;

Ulaganje obuhvata iznos ostvaren ulaganjem, posebno profit, kamatu, kapitalnu dobit, dividende, autorske honorare i naknade. Promena oblika u kome se ulažu sredstva neće uticati na njihov karakter kao ulaganja;

ali pod ulaganjem se ne podrazumeva novčano potraživanje koje proističe iz komercijalnog ugovora o prodaji roba i usluga od strane državljanina ili privrednog društva na teritoriji jedne Strane ugovornice privrednom društvu na teritoriji druge Strane ugovornice.

b) izraz „ulagač Strane ugovornice" znači:

(i) fizičko lice koje ima državljanstvo Strane ugovornice u skladu sa njenim zakonodavstvom; ili

Napomena: Ovaj sporazum se neće primenjivati na ulaganja fizičkih lica, koji su državljani obe Strane ugovornice, osim ako je to fizičko lice u trenutku ulaganja imalo prebivalište van teritorije Strane ugovornice gde je izvršeno ulaganje;

(ii) privredno društvo Strane ugovornice, koje ulaže ili je uložilo na teritoriji druge Strane ugovornice;

v) izraz „privredno društvo" znači bilo koje pravno lice ili bilo koji drugi entitet osnovan ili organizovan u skladu sa važećim zakonima i propisima Strane ugovornice, bez obzira da li je profitno ili neprofitno, i da li je u privatnom ili državnom vlasništvu ili pod kontrolom, uključujući korporacije, trastove, ortačko društvo, preduzetnika, zajedničko društvo, udruženje, organizaciju ili kompaniju;

g) izraz „privredno društvo Strane ugovornice" znači pravno lice osnovano ili organizovano u skladu sa važećim zakonima i propisima te Strane ugovornice;

d) izraz „aktivnosti ulaganja" znači poslovanje, upravljanje, održavanje, korišćenje, uživanje i prodaju ili drugo raspolaganje ulaganjem;

đ) izraz „teritorija" znači:

(i) U odnosu na Japan, teritorija Japana i isključiva ekonomska zona i kontinentalni pojas u odnosu na koji Japan vrši suverena prava ili jurisdikciju u skladu sa međunarodnim pravom; i

(ii) U odnosu na Republiku Srbiju, teritorija Republike Srbije;

e) izraz „slobodno konvertibilna valuta" znači valuta koju je Međunarodni monetarni fond definisao kao slobodno konvertibilnu u skladu sa svojim Statutom;

ž) izraz „Sporazum STO" znači Sporazum o osnivanju Svetske trgovinske organizacije, sastavljen u Marakešu, 15. aprila 1994. godine;

z) izraz „TRIPS Sporazum" znači Sporazum o trgovinskim aspektima prava intelektualne svojine u Aneksu 1C Sporazuma STO;

i) izraz „tužilac" znači ulagač Strane govornice, koji je strana u sporu o ulaganju sa drugom Stranom ugovornicom;

j) izraz „tuženi" znači Strana ugovornica, koja je strana u sporu o ulaganju;

k) izraz „strana u sporu" znači ili tužilac ili tuženi;

l) izraz „strane u sporu" znači tužilac i tuženi;

lj) izraz „strana koja nije u sporu" znači Strana ugovornica, koja nije strana u sporu o ulaganju;

m) izraz „ICSID” znači Međunarodni centar za rešavanje investicionih sporova;

n) izraz „ICSID Pravila dodatnih olakšica” znači Pravila koja uređuju dodatne mere za upravljanje postupcima od strane Sekretarijata Međunarodnog centra za rešavanje investicionih sporova;

nj) izraz „ICSID Dodatna arbitražna pravila” znači pravila koja se primenjuju na bilo koji arbitražni postupak koji se vodi u skladu sa ICSID Pravilima dodatnih olakšica;

o) izraz „ICSID Konvencija” znači Konvencija o rešavanju investicionih sporova između država i državljana drugih država, sačinjena u Vašingtonu, 18. marta 1965. godine;

p) izraz „Njujorška Konvencija” znači Konvencija o priznanju i izvršenju inostranih arbitražnih odluka, sačinjena u Njujorku, 10. juna 1958. godine; i

r) izraz „UNCITRAL Pravila arbitraže” znači Pravila arbitraže Komisije UN o međunarodnom trgovinskom pravu.

Član 2.

Podsticanje i prijem ulaganja

1. Svaka Strana ugovornica će podsticati i stvarati povoljne uslove za ulagače druge Strane ugovornice da ulažu na njenoj teritoriji.

2. Svaka Strana ugovornica će, u okviru prava da vrši ovlašćenja u skladu sa važećim zakonima i propisima, uključujući i ona koji se odnose na strano vlasništvo i kontrolu, prihvatati ulaganja ulagača druge Strane ugovornice.

Član 3.

Nacionalni tretman

1. Svaka Strana ugovornica će, na svojoj teritoriji, u odnosu na ulagače druge Strane ugovornice i njihova ulaganja obezbediti tretman koji nije manje povoljan od tretmana koji, u sličnim okolnostima, pruža svojim ulagačima i njihovim ulaganjima.

2. Stav 1. ovog člana neće se tumačiti tako da sprečava Stranu ugovornicu da, na svojoj teritoriji, usvoji ili primeni meru koja uređuje posebne formalnosti u vezi sa aktivnostima ulaganja ulagača druge Strane ugovornice, pod uslovom da takve posebne formalnosti ne ugrožavaju suštinu prava takvih ulagača po ovom sporazumu.

Član 4.

Tretman najpovlašćenije nacije

1. Svaka Strana ugovornica će na svojoj teritoriji priznati ulagačima druge Strane ugovornice i njihovim ulaganjima, u odnosu na aktivnosti ulaganja, tretman koji nije manje povoljan od tretmana koji, u sličnim okolnostima, pruža u odnosu na aktivnosti ulaganja ulagačima treće države i njihovim ulaganjima.

2. Stav 1. ovog člana neće se tumačiti kao obaveza Strane ugovornicu da ulagačima druge Strane ugovornice i njihovim ulaganjima pruži bilo kakav povlašćeni tretman na osnovu bilo kojeg, postojećeg ili budućeg, članstva u regionalnoj ekonomskoj uniji.

Član 5.

Opšti tretman

1. Svaka Strana ugovornica će, na svojoj teritoriji, pružiti ulagačima druge Strane ugovornice i njihovim ulaganjima tretman u skladu sa međunarodnim običajnim pravom, uključujući pravičan i ravnopravan tretman i punu zaštitu i bezbednost. Radi veće sigurnosti, koncepti „pravičan i ravnopravan tretman" i „puna zaštita i bezbednost" ne zahtevaju tretman koji je povoljniji od onoga koji se zahteva u skladu sa međunarodnim običajnim pravom u odnosu na minimalni standard tretmana stranaca i njim se ne stvaraju dodatna materijalna prava.

2. Radi veće sigurnosti:

a) „pravičan i ravnopravan tretman" podrazumeva obavezu svake Strane ugovornice da ne uskrati pravdu u krivičnim, građanskim ili upravnim sudskim postupcima u skladu sa principom pravilnog postupanja; i

b) „puna zaštita i bezbednost" zahteva od svake Strane ugovornice da obezbedi nivo policijske zaštite u skladu sa međunarodnim običajnim pravom.

Član 6.

Pristup sudovima

Svaka Strana ugovornica će na svojoj teritoriji pružiti ulagačima druge Strane ugovornice tretman koji nije manje povoljan od tretmana koji u sličnim okolnostima pruža svojim ulagačima ili ulagačima trećih država u pogledu pristupa sudovima i arbitražnim sudovima, kao i upravnim organima i institucijama u svim stepenima nadležnosti, kako u potraživanjima, tako i u odbrani prava ulagača druge Strane ugovornice.

Član 7.

Zabrana zahteva za izvršenje

1. Nijedna Strana ugovornica neće, na svojoj teritoriji, postaviti niti primenjivati ili nametnuti u vezi sa aktivnostima ulaganja ulagača druge Strane ugovornice ili ulagača treće države, neki od sledećih zahteva:

a) da se izveze roba ili usluga u određenom obimu ili vrednosti;

b) da se postigne određeni nivo ili procenat učešća robe domaćeg porekla;

v) da se vrši kupovina, da se koristi ili da se daje prednost robi proizvedenoj ili uslugama pruženim na njenoj teritoriji ili da se roba i usluge kupuju od fizičkih lica ili privrednog društva sa njene teritorije;

g) da se izvrši na bilo koji način dovođenje u vezu obima ili vrednosti uvoza sa obimom ili vrednosti izvoza ili sa visinom deviznih priliva u vezi sa ulaganjem ulagača;

d) da se ograniči prodaja robe ili usluga na njenoj teritoriji, koji su proizvod ulaganja ulagača ili da se ta prodaja uslovi obimom ili vrednošću izvoza ili deviznog priliva;

đ) da se ograniči izvoz ili prodaja radi izvoza;

e) da se izvrši prenos tehnologije, proizvodnog procesa ili drugog vlasničkog prava fizičkom licu ili privrednom društvu na njenoj teritoriji;

ž) da se sedište ulagača za određeni region ili svetsko tržište nalazi na njenoj teritoriji;

z) da se zaposli određeni broj ili procenat domaćih državljana;

i) da se postigne određeni nivo ili vrednost istraživanja i razvoja; ili

j) da se isporuka roba koje ulagač proizvodi ili usluga koje ulagač pruža određenom regionu ili svetskom tržištu, vrši isključivo sa njene teritorije.

2. Nijedna Strana ugovornica ne može uslovljavati dobijanje ili nastavak dobijanja pogodnosti u vezi sa aktivnostima ulaganja ulagača druge Strane ugovornice ili ulagača treće države na njenoj teritoriji, ispunjenjem sledećih zahteva:

a) postizanjem određenog obima ili vrednosti učešća robe domaćeg porekla;

b) kupovinom, korišćenjem ili davanjem prednosti robi proizvedenoj na njenoj teritoriji ili kupovinom robe od fizičkih lica ili privrednih društava sa njene teritorije;

v) dovođenjem na bilo koji način u vezu obima ili vrednosti uvoza sa obimom ili vrednosti izvoza ili sa visinom deviznih priliva u vezi sa ulaganjem ulagača;

g) ograničenjem prodaje roba ili usluga na njenoj teritoriji koje su proizvod ulaganja ulagača vezujući tu prodaju za obim ili vrednost izvoza ili deviznih priliva; ili

d) ograničenjem izvoza ili prodaje radi izvoza.

3. a) odredba stava 2. ovog člana neće sprečavati Stranu ugovornicu da uslovi dobijanje ili nastavak dobijanja pogodnosti u vezi sa aktivnostima ulaganja ulagača druge Strane ugovornice ili treće države radi ispunjenja zahteva da locira proizvodnju, obezbedi uslugu, obuči ili zaposli radnike, izgradi ili proširi pojedine objekte ili da obavi istraživanje i razvoj na njenoj teritoriji;

b) odredba stava 1. tačka e) ovog člana ne primenjuje se ako je zahtev nametnut ili se izvršava obaveza doneta od strane suda, upravnog organa ili organa nadležnog da ukloni povredu prava konkurencije;

v) odredba stava 1. tačka e) ovog člana ne primenjuje se kada se zahtev odnosi na prenos prava intelektualne svojine koji se vrši na način koji nije u suprotnosti sa Sporazumom TRIPS;

g) odredba stava 2. tač. a) i b) ovog člana ne primenjuje se na zahteve koje je nametnula Strana ugovornica uvoznica u vezi sa sadržajem robe neophodne za kvalifikaciju preferencijalne tarife ili preferencijalne kvote.

4. St. 1. i 2. ovog člana ne odnose se na druge zahteve, osim onih definisanih u tim stavovima.

Član 8.

Transparentnost

1. Svaka Strana ugovornica će bez odlaganja objaviti ili na drugi način učiniti javno dostupnim svoje zakone, propise, administrativne procedure ili upravne akte i sudske odluke, kao i međunarodne sporazume koji se odnose ili utiču na primenu i izvršenje ovog sporazuma.

2. Svaka Strana ugovornica će na zahtev druge Strane ugovornice, bez odlaganja odgovoriti na specifična pitanja i pružiti informacije o pitanjima iz stava 1. ovog člana.

3. St. 1. i 2. ovog člana neće se tumačiti kao obaveza bilo koje Strane ugovornice da učini dostupnim poverljive informacije, informacije čije bi otkrivanje ometalo sprovođenje zakona ili bi na drugi način bilo suprotno javnom interesu, ili informacije koje bi narušile privatnost ili štetile legitimnim komercijalnim interesima.

Član 9.

Javna rasprava

Svaka Strana ugovornica će, u skladu sa svojim zakonima i propisima, nastojati da, osim u slučajevima nužde ili u situacijama od manjeg značaja, javnosti obezbedi razumnu mogućnost za primedbe pre usvajanja, izmene ili ukidanja opštih propisa koji imaju uticaj na bilo koje pitanje obuhvaćeno ovim sporazumom.

Član 10.

Mere protiv korupcije

Svaka Strana ugovornica će obezbediti da se preduzmu mere i napori za sprečavanje i borbu protiv korupcije u vezi sa pitanjima obuhvaćenim ovim sporazumom, u skladu sa svojim zakonima i propisima.

Član 11.

Ulazak, boravak i prebivalište osoblja

Svaka Strana ugovornica će, u skladu sa svojim zakonima i propisima, blagonaklono razmotriti zahtev za ulazak, boravak i prebivalište fizičkog lica, koje ima državljanstvo druge Strane ugovornice, kao i osoblja zaposlenog u privrednom društvu druge Strane ugovornice u statusu rukovodioca, menadžera i člana upravnog odbora, koji žele da uđu i ostanu na njenoj teritoriji radi obavljanja aktivnosti ulaganja.

Član 12.

Eksproprijacija i nadoknada štete

1. Nijedna Strana ugovornica neće na svojoj teritoriji eksproprisati ili nacionalizovati ulaganje ulagača druge Strane ugovornice, niti preduzeti bilo kakvu meru jednaku eksproprijaciji ili nacionalizaciji (u daljem tekstu „eksproprijacija”), osim:

a) u javnom interesu;

b) na nediskriminatornoj osnovi;

v) uz odgovarajuću nadoknadu koja će se izvršiti bez odlaganja, u skladu sa st. 2. do 5. ovog člana; i

g) u skladu sa zakonom.

2. Naknada iz stava 1. ovog člana odgovaraće pravičnoj tržišnoj vrednosti eksproprisanog ulaganja u vreme kada je eksproprijacija javno objavljena ili kada je eksproprijacija izvršena, šta god nastupi ranije. Na pravičnu tržišnu vrednost neće uticati promena vrednosti kao posledica činjenice da je eksproprijacija bila poznata ranije.

3. Naknada će biti isplaćena bez odlaganja i uključivaće kamatu po komercijalno razumnoj stopi obračunatoj od dana eksproprijacije do dana isplate i biće realizovana u potpunosti i slobodno prenosiva.

4. Ako se plaćanje vrši u slobodno konvertibilnoj valuti, isplaćena naknada će uključivati kamatu, po komercijalno razumnoj stopi za tu valutu, obračunatu od dana eksproprijacije do dana isplate.

5. Ako Strana ugovornica odluči da naknadu isplati u valuti koja nije slobodno konvertibilna valuta, isplaćena naknada, konvertovana u valutu plaćanja po tržišnom kursu koji važi na dan plaćanja, neće biti manja od zbira vrednosti:

a) pravične tržišne vrednosti na dan eksproprijacije, konvertovane u slobodno konvertibilnu valutu po tržišnom kursu koji važi na taj dan; i

b) kamate, po komercijalno razumnoj stopi za tu slobodno konvertibilnu valutu, obračunatu od dana eksproprijacije do dana plaćanja.

6. Ovaj član se ne primenjuje na izdavanje licenci dodeljenih u vezi sa pravima intelektualne svojine, niti na opoziv, ograničenje ili nastanak prava intelektualne svojine, u meri u kojoj je takvo izdavanje, ukidanje, ograničenje ili nastanak prava u skladu sa TRIPS Sporazumom.

Član 13.

Naknada gubitaka

1. Svaka Strana ugovornica, na čijoj teritoriji ulagač druge Strane ugovornice pretrpi gubitak ili štetu u vezi sa svojim ulaganjem usled oružanog sukoba ili vanrednog stanja, kao što su revolucija, ustanak, građanski nemiri ili bilo koji drugi sličan događaj, obezbediće tretman, u pogledu restitucije, obeštećenja, kompenzacije ili bilo kog drugog poravnanja, koji nije manje povoljan od tretmana koji pruža svojim ulagačima ili ulagačima treće države.

2. Naknada iz stava 1. ovog člana biće isplaćena bez odlaganja, slobodno prenosiva i zamenjiva po deviznom kursu u slobodno konvertibilnu valutu.

3. Tretman iz stava 1. ovog člana ne može biti izuzet zbog mera koje bilo koja Strana ugovornica može preduzeti u skladu sa članom 16. stav 2. ovog sporazuma.

Član 14.

Prenos prava

Ako Strana ugovornica ili njena ovlašćena institucija izvrši plaćanje sopstvenom ulagaču na osnovu ugovora o obeštećenju, garanciji ili osiguranju, za ulaganje na teritoriji druge Strane ugovornice, druga Strana ugovornica će priznati prenos na osnovu kojeg se vrši takvo plaćanje i priznaće pravo prethodne Strane ugovornice ili njene ovlašćene institucije da putem subrogacije vrši pravo ili potraživanje u istoj meri kao i ulagač. Za plaćanja koja treba izvršiti na osnovu prenosa prava ili potraživanja, kao i prenosa plaćanja, odredbe člana 12, 13. i 15. primeniće se mutatis mutandis.

Član 15.

Transferi

1. Svaka Strana ugovornica će obezbediti da transferi u vezi sa ulaganjem na njenoj teritoriji od strane ulagača druge Strane ugovornice budu slobodno izvršeni i bez odlaganja. Ovi transferi obuhvataju posebno, mada ne isključivo:

a) početni kapital i dodatne iznose za održavanje ili povećanje ulaganja;

b) profit, kamatu, kapitalnu dobit, dividendu, autorski honorar, naknadu ili druge tekuće prihode iz ulaganja;

v) plaćanja izvršena na osnovu ugovora, uključujući ugovore o kreditu u vezi sa ulaganjem;

g) prihod od potpune ili delimične prodaje ili likvidacije ulaganja;

d) zarade i naknade zaposlenih iz inostranstva, koji rade u vezi sa ulaganjem na teritoriji druge Strane ugovornice;

đ) isplate naknada na osnovu čl. 12. i 13. ovog sporazuma; i

e) plaćanja proistekla iz rešavanja spora.

2. Svaka Strana ugovornica će obezbediti da transfer bude izvršen bez odlaganja u slobodno konvertibilnoj valuti po deviznom kursu, koji je važeći na dan transfera.

3. Nezavisno od st. 1. i 2. ovog člana, Strana ugovornica može, na osnovu primene domaćeg zakonodavstva, u dobroj veri i na pravedan i nediskriminatoran način, sprečiti ili odložiti transfer u vezi sa:

a) plaćanjem poreza;

b) likvidacijom, stečajem ili zaštitom prava poverilaca;

v) izdavanjem, trgovinom ili poslovanjem sa hartijama od vrednosti, fjučersima, opcijama ili derivatima;

g) krivičnim ili prekršajnim kaznama;

d) izveštavanjem ili čuvanjem evidencija o transferima valuta ili drugih monetarnih instrumenata kada je to potrebno radi primene zakona ili pomoći finansijskim institucijama; ili

đ) obezbeđenjem izvršenja naloga ili presuda u sudskom ili upravnom postupku.

Član 16.

Opšti i bezbednosni izuzeci

1. Ništa u ovom sporazumu neće se tumačiti tako da sprečava Stranu ugovornicu da usvoji ili sprovede sledeće mere, pod uslovom da takve mere Strana ugovornica ne primenjuje na način koji bi predstavljao sredstvo proizvoljne ili neopravdane diskriminacije ili prikrivenog ograničenja investitora druge Strane ugovornice i njihovih investicija na teritoriji prve Strane ugovornice:

a) neophodne za zaštitu života ili zdravlja ljudi, životinja ili biljaka;

b) neophodne za zaštitu javnog morala ili održavanje javnog reda, kada postoji stvarna i dovoljno ozbiljna pretnja po osnovni interes društva;

v) neophodne za obezbeđivanje poštovanja zakona ili propisa koji nisu u suprotnosti sa odredbama ovog sporazuma, uključujući one koji se odnose na:

(i) sprečavanje obmanjujućih i nepoštenih praksi ili rešavanja posledica neizvršenja ugovornih obaveza;

(ii) zaštitu privatnosti pojedinca u vezi sa obradom i distribucijom ličnih podataka i zaštitu poverljivosti ličnih evidencija i računa; ili

(iii) bezbednost; ili

g) zaštitu nacionalnih blaga umetničke, istorijske ili arheološke vrednosti.

2. U smislu člana 13. stav 3. ovog sporazuma, odredbe ovog sporazuma neće se tumačiti u smislu da spreče Stranu ugovornicu da usvoji ili primeni mere koje su:

a) potrebne radi zaštite osnovnih interesa bezbednosti:

(i) u vreme rata, oružanog sukoba ili drugim vanrednim situacijama u toj državi ili međunarodnim odnosima; ili

(ii) u vezi sprovođenja nacionalne politike ili međunarodnih sporazuma u pogledu nešireњa oružja; ili

b) u skladu sa njenim obavezama prema Povelji Ujedinjenih nacija radi održavanja međunarodnog mira i bezbednosti.

3. Ovaj sporazum ne obavezuje Stranu ugovornicu da dostavi ili dozvoli pristup bilo kojoj informaciji ako smatra da bi otkrivanje bilo suprotno njenim osnovnim interesima bezbednosti.

4. Mera doneta u skladu sa stavom 2. ovog člana, koja nije u saglasnosti sa ovim sporazumom, neće se koristiti radi izbegavanja obaveza iz ovog sporazuma.

Član 17.

Privremene zaštitne mere

1. Strana ugovornica može usvojiti ili nastaviti da primenjuje restriktivne mere u vezi sa prekograničnim kapitalnim transakcijama u vezi ulaganja, kao i plaćanjima ili transferima, uključujući transfere navedene u članu 15. ovog sporazuma, u slučaju:

a) ozbiljnog poremećaja platnog bilansa i spoljnih finansijskih teškoća ili pretnje takvim poremećajem i teškoćom; ili

b) kada kretanje kapitala ili njegovo realizovanje, može da prouzrokuje ozbiljne poteškoće po makroekonomsko upravljanje, posebno monetarnu i deviznu politiku.

2. Mere iz stava 1. ovog člana:

a) primeniće se na način da se prema drugoj Strani ugovornici ne postupa manje povoljno nego prema bilo kojoj trećoj državi;

b) biće u skladu sa odredbama Sporazuma o članstvu u Međunarodnom monetarnom fondu;

v) neće premašiti obim koji je neophodan da bi se prevazišle okolnosti iz stava 1. ovog člana;

g) biće privremene i postepeno će se ukinuti čim okolnosti iz stava 1. ovog člana to dozvole;

d) bez odlaganja će biti saopštene drugoj Strani ugovornici; i

đ) primeniće se na način da se izbegne nepotrebna šteta po komercijalne, ekonomske i finansijske interese druge Strane ugovornice.

3. Strana ugovornica koja je usvojila meru iz stava 1. ovog člana započeće, na zahtev druge Strane ugovornice, konsultacije radi preispitivanja mere.

Član 18.

Mere predostrožnosti

1. Ovaj sporazum ne sprečava Stranu ugovornicu da preduzima mere predostrožnosti koje se odnose na finansijske usluge, uključujući mere za zaštitu ulagača, depozitara, osiguranika, lica kojima finansijske institucije duguju fiducijarnu obavezu ili radi obezbeđivanja integriteta i stabilnosti svog finansijskog sistema.

2. Mera doneta u skladu sa stavom 1. ovog člana, koja nije u saglasnosti sa ovim sporazumom, neće se koristiti radi izbegavanja obaveza iz ovog sporazuma.

Član 19.

Prava intelektualne svojine

1. Strane ugovornice će garantovati i obezbediti adekvatnu i pouzdanu zaštitu prava intelektualne svojine i podsticati efikasnost i transparentnost u sistemu zaštite intelektualne svojine. U tu svrhu, Strane ugovornice će se na zahtev bilo koje od njih, bez odlaganja, uzajamno konsultovati. Na osnovu konsultacija, Svaka Strana ugovornica će, u skladu sa domaćim zakonima i propisima, preduzeti odgovarajuće mere radi uklanjanja razloga za koje je utvrđeno da imaju negativne efekte na ulaganja ulagača druge Strane ugovornice.

2. Ništa u ovom sporazumu neće uticati na prava i obaveze Strane ugovornice, koje proizlaze iz članstva u multilateralnim sporazumima koji se odnose na zaštitu prava intelektualne svojine.

3. Ovaj sporazum neće se tumačiti kao obaveza Strane ugovornice da na ulagače druge Strane ugovornice i njihova ulaganja proširi tretman koji se pruža ulagačima i njihovim ulaganjima iz treće države na osnovu multilateralnih sporazuma, kojih je ta Strana ugovornica član, a kojima se uređuje zaštita prava intelektualne svojine.

Član 20.

Poreske mere

1. Ovaj sporazum ne utiče na prava i obaveze Strana ugovornica koje proističu iz bilo koje konvencije kojom se uređuju porezi. U slučaju neslaganja između odredbi ovog sporazuma i takve konvencije, prednost u primeni ima ta konvencija.

2. Čl. 3. i 4. ovog sporazuma ne primenjuju se na poreske mere.

Član 21.

Zdravlje, bezbednost, mere zaštite životne sredine i radni standardi

Strane ugovornice su saglasne da je neprikladno podsticati ulaganja ulagača druge Strane ugovornice ili treće države ublažavanjem mera u oblasti zdravlja, bezbednosti ili zaštite životne sredine, ili umanjenjem radnih standarda. Strana ugovornica neće se odreći ili na drugi način odstupiti od mera ili standarda kao podsticaj za ulagača druge Strane ugovornice ili ulagača iz treće države radi osnivanja, sticanja ili proširenja ulaganja na svojoj teritoriji.

Član 22.

Uskraćivanje prednosti

1. Strana ugovornica može uskratiti prednosti koje pruža ovaj sporazum ulagaču druge Strane ugovornice i njegovom ulaganju, koje je u vlasništvu ili je većinski kontrolisano od strane ulagača iz treće države, ako Strana ugovornica:

a) ne održava diplomatske odnose sa tom državom; ili

b) usvoji ili primenjuje mere u odnosu na treću državu koje zabranjuju transakcije sa privrednim društvom ili ako bi se davanjem pogodnosti iz ovog sporazuma prekršila ili izbegla takva mera u odnosu na privredno društvo ili njegovo ulaganje.

2. Strana ugovornica može uskratiti prednosti ovog sporazuma ulagaču druge Strane ugovornice i njegovim ulaganjima ako je privredno društvo u vlasništvu ili pod kontrolom ulagača iz treće države ili Strane ugovornice koja uskraćuje prednosti iz ovog sporazuma i ako privredno društvo nema pretežnu poslovnu aktivnost na teritoriji druge Strane ugovornice.

3. Za potrebe ovog člana, privredno društvo je:

a) „u vlasništvu” ulagača ako više od 50% vlasničkog udela pripada ulagaču; i

b) „pod kontrolom” ulagača ako ulagač ima ovlašćenje da imenuje većinu direktora ili da na drugi način usmerava njegovo poslovanje.

POGLAVLjE II

REŠAVANjE SPOROVA

Član 23.

Rešavanje sporova između Strana ugovornica

1. Svaka Strana ugovornica će blagonaklono razmotriti i pružiti adekvatnu priliku za konsultacije drugoj Strani ugovornici u vezi sa bilo kojim pitanjem koje se odnosi na primenu ovog sporazuma.

2. Svaki spor između Strana ugovornica u vezi sa tumačenjem i primenom ovog sporazuma, koji nije zadovoljavajuće rešen diplomatskim putem, biće upućen na rešavanje arbitražnom sudu. Arbitražni sud će se konstituisati, za svaki pojedinačni slučaj, na sledeći način: u roku od šezdeset (60) dana od dana prijema zahteva za arbitražu, svaka Strana ugovornica će imenovati po jednog člana suda. Ova dva člana će potom izabrati trećeg člana, državljanina treće države koji će, uz saglasnost obe Strane ugovornice, biti imenovan za Predsednika. Predsednik će biti izabran u roku od šezdeset (60) dana od dana imenovanja prva dva člana.

3. Ako se u rokovima utvrđenim u stavu 2. ovog člana ne izvrše neophodna imenovanja, svaka Strana ugovornica može, osim ako nije drugačije dogovoreno, zatražiti od generalnog sekretara Stalnog arbitražnog suda u Hagu da izvrši potrebna imenovanja.

4. Arbitražni sud će utvrditi svoja proceduralna pravila, nakon konsultacija sa Stranama ugovornicama. Arbitražni sud će odlučivati o sporu u skladu sa ovim sporazumom i pravilima i principima međunarodnog prava. Arbitražni sud će u razumnom roku doneti odluku većinom glasova. Takva odluka će biti konačna i obavezujuća.

5. Svaka Strana ugovornica snosi troškove učešća svog izabranog arbitra i svojih predstavnika u arbitražnom postupku. Troškove Predsednika arbitražnog suda u obavljanju njegovih dužnosti i preostale troškove podjednako će snositi obe Strane ugovornice.

Član 24.

Rešavanje sporova između jedne Strane ugovornice i ulagača druge Strane ugovornice

1. U slučaju spora između ulagača i Strane ugovornice, oni će se, kad god je to moguće, rešavati pregovorima i konsultacijama, uz mogućnost korišćenja neobavezujućih postupaka uz učešće treće strane.

2. U slučaju da strana u sporu smatra da se spor ne može rešiti pregovorima i konsultacijama:

a) tužilac može, na osnovu ovog člana, podneti zahtev za arbitražu u svoje ime, ako je:

(i) tuženi povredio obavezu iz Poglavlja I ovog sporazuma; i

(ii) tužilac pretrpeo gubitak ili štetu koja je nastala ili proistekla iz te povrede; i

b) u ime privrednog društva, koje tužilac poseduje ili kontroliše posredno ili neposredno, ako je:

(i) tuženi povredio obavezu iz Poglavlja I ovog sporazuma; i

(ii) privredno društvo pretrpelo gubitak ili štetu koja je nastala ili proistekla iz povrede tih obaveza.

3. Tužilac je dužan da, u roku ne kraćem od devedeset (90) dana pre podnošenja zahteva za arbitražu u skladu sa ovim članom, dostavi tuženom pisano obaveštenje o svojoj nameri da podnese zahtev za arbitražu (u daljem tekstu: obaveštenje o nameri). Obaveštenje o nameri mora da sadrži:

a) ime i adresu podnosioca zahteva i, u slučaju iz stava 2. tačka (b) ovog člana, naziv, adresu i mesto osnivanja privrednog društva;

b) za svaki zahtev, navođenje odredbe Poglavlja I ovog sporazuma za koju smatra da je povređena ili druge relevantne odredbe;

v) pravni i činjenični osnov za svaki zahtev; i

g) odštetni zahtev i približan iznos naknade koji se traži.

4. Ako se spor ne može rešiti u roku od šest meseci od dana kada je nastao povod za spor, zahtev iz stava 2. ovog člana, može se podneti arbitraži:

a) prema Konvenciji ICSID, pod uslovom da su Strane ugovornice članice Konvencije ICSID;

b) prema Pravilima dodatnih olakšica ICSID, pod uslovom da:

(i) Strane ugovornice nisu članice Konvencije ICSID; ili

(ii) bilo koja Strana ugovornica, ali ne obe, jeste članica Konvencije ICSID;

v) prema UNCITRAL Pravilima arbitraže; ili

g) drugoj arbitražnoj instituciji ili po drugim arbitražnim pravilima ukoliko postoji saglasnost obe strane u sporu.

5. Zahtev za arbitražu će se smatrati podnetim u skladu sa ovim članom kada je obaveštenje o arbitraži ili zahtev za arbitražu (u daljem tekstu: obaveštenje o arbitraži) primljen od strane:

a) generalnog sekretara ICSID-a, u skladu sa članom 36. stav 1. ICSID Konvencije;

b) generalnog sekretara ICSID-a, u skladu sa Pravilom 2 ICSID Dodatnih arbitražnih pravila;

v) tuženog, u skladu sa članom 3. Arbitražnih pravila UNCITRAL-a, zajedno sa tužbom navedenom u članu 20. UNCITRAL Pravila arbitraže; ili

g) tuženog na osnovu pravila bilo koje druge arbitražne institucije ili arbitražnih pravila izabranih u skladu sa stavom 4. tačka g) ovog člana, osim ako nije drugačije određeno.

6. Strane ugovornice pristaju na podnošenje zahteva za arbitražu u skladu sa pravilima koja su navedena u ovom sporazumu.

7. Nezavisno od stava 6. ovog člana, zahtev za arbitražu ne može biti podnet u skladu sa ovim članom ako je prošlo više od tri godine od dana kada je tužilac prvi put saznao ili je trebalo da ima saznanje o navodnoj povredi iz stava 2. ovog člana, i saznanja da je tužilac, u slučaju iz stava 2. tačka a) ovog člana ili privredno društvo u slučaju iz stava 2. tačka b) ovog člana, pretrpelo štetu ili gubitak.

8. Zahtev za arbitražu ne može biti podnet u skladu sa ovim članom, osim ako:

a) u slučaju stava 2. tačka a) ovog člana, tužilac:

(i) pismeno pristane na arbitražu, u skladu sa procedurom navedenom u ovom članu; i

(ii) pismeno se odrekne prava da pokrene ili nastavi postupak pred upravnim ili sudskim organom u skladu sa propisima Strane ugovornice, ili u drugom postupku rešavanja spora, a u vezi mere tužene strane koja bi mogla biti povreda Sporazuma, u smislu stava 2. tačka a) podtačka (1); i

b) u slučaju stava 2. tačka b) ovog člana, tužilac i privredno društvo:

(i) daju pisanu saglasnost na pristanak na arbitražu, u skladu sa procedurom navedenom u ovom članu; i

(ii) pismeno se odreknu prava da pokrenu ili nastave postupak pred upravnim ili sudskim organom u skladu sa propisima Strane ugovornice, ili u drugom postupku rešavanja spora, a u vezi mere tužene strane koja bi mogla biti povreda Sporazuma, u smislu stava 2. tačka a) podtačka (1) ovog člana.

9. Odricanje dato u skladu sa stavom 8. tačka a) podtačka (ii) ili stava 8. tačka b) podtačka (ii) ovog člana, prestaje da važi kada arbitražni sud odbaci tužbu zbog neispunjenja zahteva iz st. 3, 4, 7. ili 8. ovog člana, ili iz bilo kog drugog proceduralnog ili pravnog razloga po osnovu nadležnosti.

10. Nezavisno od stava 8. tačka a) podtačka (ii) ili stav 8. tačka b) podtačka (ii) ovog člana, tužilac ili privredno društvo može pokrenuti ili nastaviti postupak kojim se traži privremena sudska zabrana, koja ne obuhvata isplatu novčane naknade pred upravnim ili sudskim organom, u skladu sa propisima države tuženog.

11. Kada je tužba podneta u skladu sa stavom 2. tač. a) ili b) ovog člana, arbitražni sud će odlučiti o spornim pitanjima, u skladu sa ovim sporazumom i važećim pravilima međunarodnog prava.

12. Tuženi će dostaviti strani koja nije u sporu:

a) obaveštenje o arbitraži, najkasnije trideset dana od datuma podnošenja tužbe; i

b) kopije svih podnesaka.

13. Strana koja nije u sporu može, nakon pismenog obaveštenja stranama u sporu, podneti arbitražnom sudu pitanje po osnovu tumačenja ovog sporazuma.

14. U skladu sa ovim članom, tuženi ne može izjaviti u svoju odbranu protivtužbu, ili tražiti poravnanje isticanjem da je ulagač dobio ili da će dobiti, po osnovu osiguranja ili ugovora o garanciji, obeštećenje ili drugu nadoknadu, za ceo ili deo iznosa nastale štete, na osnovu ugovora o osiguranju ili garanciji.

15. Arbitražni sud može:

a) presuditi da li je došlo do povrede bilo koje obaveze iz Poglavlja I ovog sporazuma u vezi sa podnosiocem zahteva i njegovim ulaganjem; i

b) dodeliti, samo ako je došlo do povrede, odvojeno ili zajedno:

(i) novčanu naknadu i odgovarajuću kamatu; i

(ii) povraćaj imovine, u kom slučaju će se presudom omogućiti tuženoj strani da, umesto povraćaja imovine, isplati novčanu naknadu sa pripadajućim kamatama.

Arbitražni sud može dosuditi i troškove postupka i advokatske naknade u skladu sa važećim arbitražnim pravilima.

16. U vezi sa stavom 15. kada je tužba podneta u skladu sa stavom 2. tačka b) ovog člana, obezbediće se da:

a) dosuđena naknada novčane štete i odgovarajuća kamata budu isplaćeni privrednom društvu;

b) dosuđena naknada po osnovu povraćaja imovine bude isplaćena privrednom društvu; i

v) dosuđena naknada bude takva da se njom ne dira u prava trećih lica u skladu sa važećim propisom.

17. Tuženi može blagovremeno staviti na raspolaganje javnosti sve dokumente, uključujući i odluku izdatu od strane arbitražnog suda, osnovanog u skladu sa stavom 4. ovog člana, uz zaštitu:

a) poverljivih poslovnih informacija;

b) informacija koje su zaštićene na bilo koji način od otkrivanja prema zakonima i propisima bilo koje Strane ugovornice; i

v) informacija koje su zaštićene u skladu sa relevantnim arbitražnim pravilima.

18. Ako nije drugačije dogovoreno, mesto arbitraže biće u državi koja je potpisnica Njujorške konvencije.

19. Arbitražna odluka je konačna i obavezujuća za obe strane u sporu i biće izvršena u skladu sa važećim zakonima i propisima, kao i relevantnim međunarodnim pravom, uključujući Konvenciju ICSID i Njujoršku konvenciju, u vezi sa izvršenjem odluka koje su na snazi u državi u kojoj se izvršenje traži.

Član 25.

Dostava dokumenata

1. U skladu sa ovim poglavljem, obaveštenja i ostali dokumenti, koji se odnose na arbitražu, dostavljaju se:

a) u odnosu na Japan, Birou za međunarodne pravne poslove, Ministarstvo spoljnih poslova; i

b) u odnosu na Republiku Srbiju, Državnom pravobranilaštvu.

2. Strana ugovornica će, bez odlaganja, učiniti javno dostupnom informaciju o svakoj promeni naziva organa iz stava 1. ovog člana, i o tome obavestiti drugu Stranu ugovornicu.

3. Svaka Strana ugovornica će učiniti javno dostupnom adresu organa iz st. 1. i 2. ovog člana.

Član 26.

Izuzeća od rešavanja sporova

Odluka Japana doneta na osnovu Zakona o deviznom poslovanju i spoljnoj trgovini (Zakon br. 228 iz 1949. godine), sa mogućim izmenama i dopunama, u vezi sa ulaganjem koje, prema zakonu, zahteva prethodno obaveštenje, uključujući nalog za izmenu ulaganja ili prekid procesa ulaganja, neće biti predmet odredbi ovog sporazuma o rešavanju sporova.

POGLAVLjE III

MEŠOVITI KOMITET

Član 27.

Mešoviti komitet

1. Strane ugovornice će osnovati Mešoviti komitet (u daljem tekstu: „Komitet”) radi ostvarivanja ciljeva ovog sporazuma. Nadležnost Komiteta će biti:

a) razmatranje i preispitivanje sprovođenja i funkcionisanja ovog sporazuma;

b) razmena informacija i razmatranje pitanja vezanih za ulaganja u okviru ovog sporazuma, koja se odnose na poboljšanje okruženja za ulaganja; i

v) razmatranje drugih pitanja u vezi sa ulaganjima koja se tiču ovog sporazuma.

2. Komitet može, po potrebi, dati odgovarajuće preporuke na osnovu konsenzusa Strana ugovornica radi efikasnijeg funkcionisanja ili ostvarivanja ciljeva ovog sporazuma.

3. Komitet čine predstavnici Strana ugovornica. Uz saglasnost Strana ugovornica, Komitet može na sastanke pozvati predstavnike relevantnih institucija sa potrebnim stručnim znanjem od značaja za pitanja o kojima će se raspravljati, kao i održavati zajedničke sastanke sa privatnim sektorom.

4. Komitet će utvrditi poslovnik za obavljanje svojih funkcija.

5. Komitet može osnovati pododbore i delegirati zadatke.

6. Komitet se sastaje na zahtev bilo koje Strane ugovornice.

POGLAVLjE IV

ZAVRŠNE ODREDBE

Član 28.

Revizija

U cilju daljeg podsticanja i progresivne liberalizacije ulaganja, na zahtev bilo koje Strane ugovornice, izvršiće se revizija ovog sporazuma.

Član 29.

Izmene i dopune

Ovaj sporazum može biti izmenjen, uz obostranu pisanu saglasnost Strana ugovornica. Izmene i dopune ovog sporazuma stupaju na snagu u skladu sa pravnom procedurom uređenom u članu 31. stav 1. ovog sporazuma.

Član 30.

Naslovi poglavlja i članova Sporazuma

Naslovi poglavlja i članova ovog sporazuma služe radi lakšeg korišćenja i neće uticati na tumačenje ovog sporazuma.

Član 31.

Završne odredbe

1. Strane ugovornice će obavestiti jedna drugu diplomatskim putem o ispunjenju njihovih unutrašnjih procedura neophodnih za stupanje na snagu ovog sporazuma. Sporazum stupa na snagu tridesetog dana od dana prijema poslednjeg obaveštenja. Ovaj sporazum će ostati na snazi za period od deset godina i nastaviće da važi osim ako se raskine, u skladu sa stavom 2. ovog člana.

2. Strana ugovornica može raskinuti ovaj sporazum pismenim obaveštenjem drugoj Strani ugovornici dostavljenim godinu dana unapred, po isteku inicijalnog desetogodišnjeg perioda, ili u bilo kom trenutku nakon toga.

3. Ovaj sporazum se primenjuje na sva ulaganja ulagača bilo koje Strane ugovornice koja su izvršena na teritoriji druge Strane ugovornice, u skladu sa njenim zakonima i propisima, pre stupanja na snagu ovog sporazuma.

4. U pogledu ulaganja koja su realizovana pre datuma prestanka važenja ovog sporazuma, odredbe ovog sporazuma ostaju na snazi u periodu od narednih deset godina.

5. Ovaj sporazum neće se primenjivati na potraživanja zasnovana na događajima koji su se desili pre njegovog stupanja na snagu.

U POTVRDU ČEGA su dole potpisana lica, valjano ovlašćena od svojih Vlada, potpisala ovaj sporazum.

Sačinjeno u dva originala, u Beogradu, dana 24. decembra 2025. godine, oba na engleskom jeziku.

ZA REPUBLIKU SRBIJU	ZA JAPAN
Jagoda Lazarević	Imamuro Akira
Ministar unutrašnje i spoljne trgovine	Izvanredni i opunomoćeni ambasador Japana u Republici Srbiji

Član 3.

Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u „Službenom glasniku Republike Srbije – Međunarodni ugovori”.