



Lovtidende C

2014

Udgivet den 24. januar 2014

23. januar 2014.

Nr. 3.

Bekendtgørelse af overenskomst af 5. november 2009 med Bangladesh om fremme og gensidig beskyttelse af investeringer

Den 5. november 2009 undertegnedes i Dhaka en overenskomst mellem Danmark og Bangladesh om fremme og gensidig beskyttelse af investeringer.

Overenskomsten har følgende ordlyd:

Oversættelse

**AGREEMENT BETWEEN THE GOVERNMENT OF
THE KINGDOM OF DENMARK AND THE
GOVERNMENT OF THE PEOPLE'S REPUBLIC OF
BANGLADESH CONCERNING THE PROMOTION
AND RECIPROCAL PROTECTION OF
INVESTMENTS**

The Government of The Kingdom of Denmark and The Government of the People's Republic of Bangladesh, hereinafter referred to as the Contracting Parties,

DESIRING to create favourable conditions for investments in both States and to intensify the cooperation among companies in both States with a view to stimulating the productive use of resources.

RECOGNIZING that a fair and equitable treatment of investments on a reciprocal basis will serve this aim.

HAVE AGREED as follows:

Article 1

Definitions

For the purposes of this Agreement:

1. The term "investment" means every kind of assets invested by an investor of one Contracting Party in the territory of the other Contracting Party in accordance with the laws and regulations of the latter and shall include in particular, but not exclusively:

- a) tangible and intangible, movable and immovable property as well as any other rights such as leases, mortgages, liens, pledges, privileges, guarantees and any other similar property rights;
- b) a company, shares, stocks or other forms of participation in a company, bonds and Claims of a company;
- c) returns reinvested, claims to money and performance pursuant to contracts having an economic value;
- d) industrial and intellectual property rights, including copyrights, patents, trade names, technology, trademarks, good will, know-how, and any other similar rights,
- e) concessions or other rights conferred by law or under contract, including concessions to search for, extract or exploit natural resources.

A change in the form in which assets are invested, does not affect their character as investments.

2. The term "returns" means the amounts yielded by an investment and includes in particular, though not exclusively, profit, interest, capital gains, dividends, royalties or fees.

**OVERENSKOMST MELLEM KONGERIGET
DANMARKS REGERING OG FOLKEREPUBLIKKEN
BANGLADESHS REGERING OM FREMME OG
GENSIDIG BESKYTTELSE AF INVESTERINGER**

Kongeriget Danmarks regering og Folkerepublikken Bangladeshs regering, herefter omtalt som de "kontraherende parter",

SOM ØNSKER at skabe fordelagtige vilkår for investeringer i begge stater og styrke samarbejdet mellem private foretagender i begge stater med henblik på at stimulere den produktive anvendelse af ressourcer,

SOM ANERKENDER, at en rimelig og retfærdig behandling af investeringer på et gensidigt grundlag vil tjene dette formål,

ER BLEVET enige om følgende:

Artikel 1

Definitioner

I denne overenskomst

1. skal udtrykket »investering« omfatte enhver form for aktiver etableret eller erhvervet af en investor fra den ene kontraherende part på den anden kontraherende parts territorium i overensstemmelse med sidstnævnte kontraherende parts love og forskrifter og i særdeleshed, men ikke udelukkende:

- a) materielle og immaterielle, løsøre og fast ejendom såvel som enhver anden rettighed, såsom leasing-kontrakter, realkredit, tilbageholdelses- og panterrettigheder, tilsagn, privilegier, garantier og alle andre lignende rettigheder,
- b) et firma eller en virksomhed, andele, aktier eller andre former for deltagelse i et firma eller en virksomhed og gældsbeviser og gæld i et firma eller en virksomhed,
- c) geninvesteret udbytte, fordringer på penge og opfyldelse af kontrakt af finansiell værdi,
- d) industrielle og intellektuelle ejendomsrettigheder, herunder ophavsrettigheder, patenter, firmanavne, teknologi, varemærker, goodwill, know-how og alle andre lignende rettigheder,
- e) koncessioner eller andre rettigheder, som er tildelt ved lov eller kontrakt, herunder koncessioner til eftersøgning og udvinding af naturressourcer.

En ændring i den måde, hvorpå midler investeres, påvirker ikke deres karakter som investering.

2. Udtrykket »udbytte« skal betyde de beløb, som investeringen afkaster, omfattende især, men ikke

3. The term “investor” means with respect to each Contracting Party:

- a) Natural persons having the citizenship or nationality of, or who are permanently residing in each Contracting Party in accordance with its laws.
- b) Any entity established in accordance with, and recognized as a legal person by the law of that Contracting Party, such as companies, firms, associations, development finance institutions, foundations or similar entities irrespective of whether their liabilities are limited and whether or not their activities are directed at profit.

4. The term “territory” shall mean the area encompassed by land boundaries, as well as the sea, seabed and its subsoil beyond the territorial sea- over which the Contracting Party exercises, in accordance with its national laws and regulations and international law, sovereign rights or jurisdiction.

Article 2

Promotion and protection of investment

1. Each Contracting Party shall admit investments by investors of the other Contracting Party in accordance with its legislation and administrative practice and encourage such investments, including facilitating the establishment of representative offices.

2. Investment objectives should be achieved without relaxing health, safety and environmental measures of general application. If the Contracting Party in whose territory the investment is made, suffers from a loss, destruction of damages with regard to its public health or life or the environment, including natural resources by the investor of the other Contracting Party, then the First contracting Party shall be accorded adequate and effective compensation as per its laws and regulations, and if necessary as per International law, by the investor of the other Contracting Party.

3. Investments by investors of each Contracting Party shall at all times enjoy full protection and security in the territory of the other Contracting Party. Neither Contracting party shall in any way impair by unreasonable or discriminatory measures the management, maintenance, use, enjoyment or disposal of investments in its territory of investors of the other Contracting Party.

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

Article 3

Treatment of investment

1. Each Contracting Party shall in its territory accord to investments made by investors of the other Contracting Party

udelukkende, fortjeneste, renter, kapitalgevinster, dividender, royalties eller honorarer.

3. Udtrykket »investor« skal for begge kontraherende parter vedkommende betyde:

- a) Fysiske personer med statsborgerskab eller fast bopæl i en kontraherende part i overensstemmelse med denne parts gældende lov.
- b) Enhver enhed etableret i overensstemmelse med og anerkendt som en juridisk person i henhold til loven i den kontraherende part, såsom selskaber, firmaer, sammenslutninger, finansieringsinstitutioner på udviklingsområdet, fonde eller lignende enheder, uanset om de har begrænset ansvar og om de måtte være rettet mod overskudsgivende virksomhed.

4. Udtrykket »territorium« skal for hver kontraherende part omfatte det territorium, som hører under dets suverænitet, såvel som maritime zoner og kontinentalsoklen, over hvilke den kontraherende part udøver suveræne rettigheder eller jurisdiktion i henhold til gældende national lov og folkeretten, suveræne rettigheder eller jurisdiktion.

Artikel 2

Investeringsfremme og -beskyttelse

1. Hver kontraherende part skal i overensstemmelse med sine love og administrativ praksis tillade investeringer fra den anden kontraherende parts investorer og fremme sådanne investeringer, herunder lette etableringen af repræsentationskontorer.

2. Investeringsformål skal kunne opnås, uden at sundheds-, sikkerheds- eller miljømæssige foranstaltninger svækkes herved. Såfremt en kontraherende part, på hvis territorium investeringen er foretaget, lider tab, ødelæggelse eller anden skade på dets offentlige sundhed, liv eller miljø, inklusive naturressourcer, forårsaget af en investor fra den anden kontraherende part, skal den første kontraherende part indrømmes passende og effektiv godtgørelse i henhold til dets love og regler, og, hvis påkrævet, i henhold til folkeretten, fra den anden kontraherende parts investor.

3. Investeringer fra investorer fra hver af de kontraherende parter skal til enhver tid nyde fuld beskyttelse og sikkerhed på den anden kontraherende parts territorium. Ingen kontraherende part må på nogen måde skade den anden kontraherende parts investorer forvaltning, opretholdelse, anvendelse, besiddelse eller afvikling af investeringer på sit territorium.

4. Hver kontraherende part skal overholde alle forpligtelser, den måtte have indgået vedrørende investeringer fra den anden kontraherende parts investorer.

Artikel 3

Investerings behandling

1. Hver kontraherende part skal på sit territorium give investeringer foretaget af den anden kontraherende parts

fair and equitable treatment which in no case shall be less favourable than that accorded to its own investors or to investors of any third state, whichever is the more favourable from the point of view of the investor.

2. Each Contracting party shall in its territory accord investors of the other Contracting Party, as regards their management, maintenance, use, enjoyment or disposal of their investment, fair and equitable treatment which in no case shall be less favourable than that accorded to its own investors or to investors of any third State, whichever of these standards is the more favourable from the point of view of the investor.

Article 4

Exceptions

The Provisions of this Agreement relative to the granting of treatment not less favourable than that accorded to the investors of each Contracting Party or of any third State 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 resulting from:

- a) membership of any existing or future Regional Economic Integration Organisation or customs union of which one of the Contracting Parties is or may become a party, or
- b) any international agreement or arrangement relating wholly or mainly to taxation or any domestic legislation relating wholly or mainly to taxation.

Article 5

Expropriation and compensation

1. Investments of investors of each Contracting Party shall not be nationalized, expropriated or subjected to measures, having effect equivalent to nationalization or expropriation, hereinafter referred to as expropriation, in the territory of the other Contracting Party except for expropriations made in the public interest, on a basis of non-discrimination, carried out under due process of law, and against prompt, adequate and effective compensation.

2. Such compensation shall amount to the fair market value of the investment expropriated immediately before the expropriation or impending expropriation became known in such a way as to affect the value of the investment, hereinafter referred to as the "valuation date".

3. Such compensation, in whose territory the investment is made, shall be paid promptly on the basis of the rate of exchange existing for that currency on the valuation date and include interest at a commercial rate established on a market basis (e.g. LIBOR)

investorer en rimelig og retfærdig behandling, som på ingen måde er mindre gunstig end den, der gives dens egne investorer eller investorer fra noget tredjeland, idet den set fra investors synspunkt mest gunstige behandling lægges til grund.

2. Hver kontraherende part skal på sit territorium give den anden kontraherende parts investorer en rimelig og retfærdig behandling, hvad angår forvaltning, opretholdelse, anvendelse, besiddelse eller afvikling af deres investeringer, som på ingen måde er mindre gunstig end den, der gives dens egne investorer eller investorer fra noget tredjeland, idet den set fra investors synspunkt mest gunstige behandling lægges til grund.

Artikel 4

Undtagelser

Bestemmelserne i denne aftale vedrørende tilståelsen af en ikke mindre gunstig behandling end den, der gives investorer fra nogen af de kontraherende parter eller noget tredjeland, skal ikke udlægges som en forpligtelse for den ene kontraherende part til at tilbyde investorer fra den anden kontraherende part fordelene ved nogen behandling, præference eller privilegier, der hidrører fra:

- a) medlemskab af enhver eksisterende eller fremtidig regional økonomisk organisation eller toldunion, i hvilken nogen af de kontraherende parter er eller måtte blive part, eller
- b) enhver international overenskomst eller ordning, som helt eller fortrinsvis vedrører beskatning, eller enhver national lovgivning, som helt eller fortrinsvis vedrører beskatning.

Artikel 5

Ekspropriation og erstatning

1. Investeringer fra de kontraherende parter investorer må ikke nationaliseres, eksproprieres eller underkastes foranstaltninger med tilsvarende virkning som nationalisering eller ekspropriation (i det følgende benævnt »ekspropriation«) på den anden kontraherende parts territorium, medmindre det sker af hensyn til almenvellet, på et ikke-diskriminatorisk grundlag, med behørig retsgyldighed og mod en omgående, fyldestgørende og effektiv erstatning.

2. Denne erstatning skal svare til den rimelige markedsværdi af den eksproprierede investering umiddelbart før ekspropriationen eller den forestående ekspropriation blev offentlig kendt, og derved kunne påvirke investeringens værdi (i det følgende benævnt »vurderingsdag«).

3. Denne rimelige markedsværdi skal beregnes i en frit konvertibel valuta på basis af den gældende markedsvækselkurs for den pågældende valuta på vurderingsdagen. Erstatning skal betales omgående og skal indeholde renter til handelsværdi baseret på markedsniveau fra ekspropriationsdagen frem til betalingsdagen.

4. The investor affected shall have a right to prompt review under the law of the Contracting Party making the expropriation, by a judicial or other competent and independent authority of that Contracting Party, of its case, of the valuation of its investment, and of the payment of compensation, in accordance with the principles set out in paragraph 1 of this Article.

5. When a Contracting Party expropriates the assets of a company or an enterprise in its territory, which is incorporated or constituted under its law, and in which investors of the other Contracting Party have an investment, the provisions of this Article shall apply to ensure prompt, adequate and effective compensation for those investors for any impairment or diminishment of the fair market value of such investment resulting from the expropriation.

Article 6

Compensation for losses

1. Investors of the Contracting Party whose investments in the territory of the other Contracting Party suffer losses owing to war or other armed conflict, revolution, State of National Emergency, revolt, insurrection, or riot in the territory of the latter Contracting Party, shall be accorded by the 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 investors of any third State, whichever of these standards is the more favourable from the point of view of the investor.

2. Without prejudice to paragraph 1 of this Article, an investor of a Contracting Party who, in any of the situation referred to in that paragraph, suffers a loss in the area of another Contracting Party resulting from:

- a) requisitioning of its investment or part thereof by the latter's forces or authorities, or
- b) destruction of its investment or part thereof by the latter's forces or authorities, which was not required by the necessity of the situation.

shall be accorded, restitution or compensation which in either case shall be prompt, adequate and effective and shall be freely transferable.

Article 7

Transfer of capital and returns

1. Each Contracting Party, guarantee to the investors of the other Contracting Party, free transfers of payments related to their investments including in particular though not exclusively:

- a) the initial capital or any additional capital for the maintenance and development of an investment;

4. Den berørte investor skal ved domsmyndighed eller anden kompetent og uafhængig myndighed på den eksproprierende kontraherende parts territorium have ret til omgående i henhold til loven i den kontraherende part, som foretager ekspropriationen, at få prøvet lovligheden af sagen og af erstatningsvurderingen af investeringen og af erstatningsbetalingen, i overensstemmelse med de principper, der er fastsat i stk. (1) i denne Artikel.

5. Når en kontraherende part eksproprierer et firmas eller en virksomheds aktiver på sit territorium, som er indregistreret eller oprettet ved dennes lov, og når investorer fra den anden kontraherende part har en investering i firmaet eller virksomheden, herunder igennem aktier eller andele, skal reglerne i denne Artikel sikre omgående, fyldestgørende og effektiv erstatning til sådanne investorer for enhver skade eller formindskelse af den rimelige markedsværdi af en sådan investering, som måtte være forårsaget af ekspropriationen.

Artikel 6

Erstatning for tab

1. Investorer fra en kontraherende part, hvis investeringer på den anden kontraherende parts territorium lider tab på grund af krig eller anden væbnet konflikt, revolution, national undtagelsestilstand, revolte, oprør eller uroligheder på sidstnævnte kontraherende parts territorium, skal gives en behandling af sidstnævnte kontraherende part, hvad angår genindsættelse i tidligere rettigheder, skadesløsholdelse, erstatning eller anden fyldestgørelse, der ikke er mindre gunstig end den, som sidstnævnte kontraherende part giver sine egne investorer eller investorer fra noget tredjeland, idet den ud fra investors synspunkt mest gunstige behandling lægges til grund.

2. Uden præjudice for stk. 1 i denne Artikel skal en kontraherende parts investor, som i en af de i stk. 1 nævnte situationer lider et tab på den anden kontraherende parts territorium som følge af:

- a) rekvirering af sin investering eller dele deraf, foretaget af den andens styrker eller myndigheder, eller
 - b) tilintetgørelse af sin investering eller dele deraf, foretaget af den andens styrker eller myndigheder, som ikke var påkrævet i den foreliggende situation,
- ydes genindsættelse i tidligere rettigheder eller erstatning, som i alle tilfælde skal være omgående, fyldestgørende og effektiv.

Artikel 7

Overførsel af kapital og udbytte

1. Hver kontraherende part skal med hensyn til investeringer på sit territorium af den anden kontraherende parts investorer tillade overførsel ind og ud af territoriet af:

- a) startkapitalen og enhver yderligere kapital til vedligeholdelse og udvikling af en investering;

- b) the invested capital or the proceeds from the sale or liquidation of all or any part of an investment;
- c) interest, dividends, profit and other returns realised;
- d) payments made for the reimbursement of the credits for investments, and interest due;
- e) payments derived from rights enumerated in paragraph 1 (d) of Article 1 of this Agreement;
- f) unspent earning and other remuneration of personnel engaged from abroad in connection with an investment;
- g) compensation, restitution, indemnification or other settlement pursuant to Article 5 and 6;
- h) Payments arising out of a settlement of a dispute, according to Articles 9 and 10.

2. Transfers of payments under paragraph 1 of this Article shall be effected without delay and in a freely convertible currency.

3. Transfers shall be made at the market rate of exchange existing on the date of transfer with respect to spot transactions in the currency to be transferred. In the absence of a market for foreign exchange, the rate to be used will be the most recent exchange rate applied to inward investments.

4. The provisions of the foregoing paragraphs of this Article do not prejudice a Contracting Party's exercise in good faith of its international obligations or of its rights and obligations by virtue of its participation or association in a free trade area, customs union, common market, economic and monetary union or any other form of regional cooperation or integration.

Article 8

Subrogation

1. If one Contracting Party or its designated agency makes a payment to its own investors under a guarantee it has accorded in respect of an investment in the territory of the other Contracting Party, the latter Contracting party shall recognize:

- a) the assignment, whether under the law or pursuant to a legal transaction, of any right or claim by the investor to the former Contracting party or to its designated agency and
- b) that the former Contracting Party or its designated agency is entitled by virtue of subrogation to exercise the rights and enforce the claims of that investor.

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

3. Subrogations of the rights and obligations of the indemnified investor shall also apply to the transfer of payments affected in accordance with Article 7 of this Agreement.

Article 9

- b) den investerede kapital eller proventet fra salg eller hel eller delvis likvidation af en investering;
- c) renter, dividender, fortjenester og andet realiseret udbytte;
- d) betalinger, som udgør afdrag på gæld vedrørende investeringer, og forfaldne renter;
- e) betalinger, der hidrører fra rettigheder nævnt i Artikel 1, stk. (1), d) i denne aftale;
- f) ikke-anvendte indtægter og andre indkomster tilhørende udenlandske ansatte, som har arbejde i forbindelse med en investering;
- g) erstatning, genindsættelse i tidligere rettigheder, skadesløsholdelse eller anden afgørelse, jfr. Artikel 5 og 6;
- h) betalinger som følge af bilæggelse af tvister, jfr. Artikel 9 og 10.

2. Overførsler af betalinger i henhold til stk. (1) i denne Artikel skal ske uden forsinkelse og i en frit konvertibel valuta.

3. Overførsler skal foretages til markedsvekselkursen gældende på overførselsdagen med hensyn til loco-transaktioner i den valuta, hvori overførslen sker. I mangel af et marked for fremmed valuta skal den kurs, der anvendes, være den seneste vekselkurs anvendt til indgående investeringer.

4. De foregående bestemmelser i denne Artikel skal ikke præjudicere enhver kontraherende parts udøvelse i god tro af dets internationale forpligtelser eller af dets rettigheder og forpligtelser i kraft af dets deltagelse i eller tilknytning til en frihandelszone, toldunion, fællesmarked, økonomisk eller monetær union eller enhver anden form for regionalt samarbejde eller integrering.

Artikel 8

Subrogation

1. Hvis en kontraherende part eller dennes designerede agent foretager betaling til sine egne investorer under en garanti, den har givet med hensyn til en investering på den anden kontraherende parts territorium, skal sidstnævnte kontraherende part anerkende:

- a) overdragelsen af en hvilken som helst rettighed eller fordring fra investoren til førstnævnte kontraherende part eller dennes designerede agent, hvad enten den foretages i henhold til lov eller retshandel, og
- b) at førstnævnte kontraherende part eller dennes designerede agent er berettiget til i kraft af subrogation at udøve investorens rettigheder og gennemføre investorens fordringer.

2. De således overdragne rettigheder eller krav skal ikke overstige de oprindelige rettigheder eller krav.

3. Overdragelse af den skadesløsholdte investors rettigheder og forpligtelser gælder også overførsel af relevante betalinger i overensstemmelse med artikel 7 i denne aftale.

Artikel 9

Settlement of disputes between a contracting party and an investor of the other contracting party

1. Any disputes concerning an investment between an investor of one Contracting Party and the other Contracting Party shall, if possible, be settled amicably.
2. If any such dispute cannot be settled within six months following the date on which the dispute has been raised by the investor through written notification to the Contracting Party, either Contracting Party may refer the dispute, to a competent court of the Contracting Party or to international arbitration to one of the following fora:
 - a) The international Centre for Settlement of Investment Disputes (ICSID) for settlement by arbitration under the Washington Convention 18 March 1965 on the Settlement of Investment Disputes between States and Nationals of Other States provided both Contracting Parties are parties to the said Convention: or
 - b) the Additional Facility of the Centre, if the Centre is not available under the Convention; or
 - c) an ad hoc tribunal set up under Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL). The appointing authority under the said rules shall be the Secretary General of ICSID; or
 - d) by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC).
3. For the purpose of this Article and Article 25(2)(b) of the said Washington Convention, any legal person which is constituted in accordance with the legislation of one Contracting Party and which, before a dispute arises, was controlled by an investor of the other Contracting Party, shall be treated as a national of the other Contracting Party.
4. Any arbitration under paragraph 2 b)-d) of this Article shall, at the request of either party to the dispute, be held in a state that is a party to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done at New York, June 10, 1958.
5. The consent given by each Contracting Party and the submission of the dispute under paragraph (2) shall constitute the written consent and written agreement of the parties to the dispute to its submission for settlement for the purposes of Chapter III of the Washington Convention (Jurisdiction of the Centre) and for the purpose of the Additional Faculty Rules, Article 1 of the UNCITRAL Arbitration Rules, the Rules of Arbitration of the ICC and Article II of the New York Convention.
6. In any proceeding involving an investment dispute, a Contracting Party shall not assert, as a defense, counterclaim or for any other reason, that indemnification or other compensation for all or part of the alleged damages has been received pursuant to an insurance or guarantee contract.
7. Any arbitral award rendered pursuant to this Article shall be final and binding on the parties to the dispute. Each

Bilæggelse af tvister mellem en kontraherende part og en investor fra den anden kontraherende part

1. Enhver tvist vedrørende en investering mellem en investor fra den ene kontraherende part og den anden kontraherende part skal så vidt muligt søges bilagt mindeligt.
2. Hvis en sådan tvist ikke kan blive afgjort inden seks måneder efter datoen, hvor tvisten er blevet rejst af investoren gennem skriftlig notifikation til den kontraherende part, kan begge kontraherende parter henvise tvisten til en kontraherende parts kompetent domstol eller til international voldgift ved et af de følgende fora:
 - a) Det Internationale Center for Bilæggelse af Investeringstvister (ICSID) til voldgiftsavgørelse under Washingtonkonventionen af 18. marts 1965 om bilæggelse af investeringstvister mellem stater og statsborgere i andre Stater forudsat begge kontraherende parter er parter til den nævnte konvention; eller
 - b) Centrets Additional Facility, hvis Centret ikke er tilgængelig i henhold til konventionen; eller
 - c) en ad hoc voldgiftsdomstol nedsat i henhold til de voldgiftsregler, der gælder for FN's Kommission for International Handelsret (UNCITRAL). Den udnævrende myndighed under de nævnte regler skal være generalsekretæren for ICSID; eller
 - d) ved voldgift i overensstemmelse med det Internationale Handelskammers (ICC) voldgiftsregler.
3. For så vidt angår denne Artikel og Artikel 25(2) (b) af den nævnte Washingtonkonvention, skal enhver juridisk person, som er dannet i overensstemmelse med lovgivningen i den ene kontraherende part, og som inden en tvist opstår, var kontrolleret af en investor fra den anden kontraherende part, behandles som en statsborger i den anden kontraherende part.
4. Enhver voldgift under stk. 2 b) – d) i denne Artikel skal, på anmodning af nogen af parterne i tvisten blive afholdt i en stat, som er part i De Forenede Nationers Konvention om anerkendelse og fuldbyrdelse af udenlandske voldgiftskendelser udfærdiget i New York den 10. juni 1958 (New York Konventionen).
5. Samtykket givet af hver kontraherende part i henhold til stk. 2 og indbringelsen af tvisten af en investor under det nævnte stk. skal udgøre parternes skriftlige samtykke og aftale om tvistens indbringelse til bilæggelse for så vidt angår kapitel II af Washingtonkonventionen (Centrets retshåndhævelse) og for så vidt angår the Additional Faculty Rules, Artikel 1 i UNCITRAL voldgiftsreglerne, ICC voldgiftsreglerne samt New York Konventionens Artikel II.
6. I enhver procedure om en investeringstvist, skal en kontraherende part ikke påberåbe sig, som forsvar, modkrav eller af nogen som helst anden grund, at erstatning eller anden kompensation for hele eller dele af de påståede skader er blevet erlagt i henhold til en forsikring eller en garantikontrakt.
7. Enhver voldgiftskendelse afsagt i henhold til denne Artikel skal være endelig og bindende for tvistens parter. Hver

Contracting Party shall carry out without delay the provisions of any such award and provide in its territory for the enforcement of such award.

Article 10

Settlement of disputes between the contracting parties

1. Disputes between the Contracting Parties concerning the interpretation or application of this Agreement shall be settled as far as possible by negotiations.
2. If a dispute according to paragraph 1 of this Article cannot be settled within six (6) months, it shall, upon the request of either Contracting Party, be submitted to an arbitration tribunal.
3. Such arbitral tribunal shall be constituted ad hoc as basis as follows:
each Contracting Party shall appoint one arbitrator and these two arbitrators shall agree upon a national of a third State as their chairman to be appointed by the two Contracting Parties. Such arbitrators shall be appointed within two (2) months from the date on which one Contracting Party has informed the other Contracting Party, of its intention to submit the dispute to an arbitration tribunal and the Chairman shall be appointed within two (2) months following the appointment of the two arbitrators.
4. If the periods specified in paragraph 3 of this Article are not observed, either Contracting Party may, in the absence of any other relevant arrangement, invite the President of the International Court of Justice to make the necessary appointments. If the President of the International Court of Justice is a national of either of the Contracting Parties or if he is otherwise prevented from discharging the said function, the Vice-President or in case of his inability the member of the International Court of Justice next in seniority should be invited under the same conditions to make the necessary appointments.
5. The tribunal shall establish its own rules of procedure.
6. The arbitral tribunal shall reach its decision on the basis of the present Agreement and applicable rules of international law. It shall reach its decision by a majority of votes; the decision shall be final and binding.
7. Each Contracting Party shall bear the cost of its own member and of its legal representation in the arbitration proceedings. The cost of the Chairman and the remaining costs shall be borne in equal parts by both Contracting Parties. The arbitration tribunal may however, in its award determine another distribution costs.

Article 11

Consultations

Each Contracting Party may propose to the other Party to consult on any matter affecting the application of this Agreement. These consultations shall be held on the proposal

kontraherende part skal uden forsinkelse iværksætte en kendelses bestemmelser og foretage fuldbyrdelse af kendelsen på sit territorium.

Artikel 10

Bilæggelse af tvister mellem de kontraherende parter

1. Tvister mellem de kontraherende parter vedrørende fortolkningen og anvendelsen af denne overenskomst skal så hurtigt som muligt bilægges gennem forhandlinger.
2. Hvis en tvist ikke kan bilægges inden for seks måneder i henhold til denne Artikels stk. 1, skal den efter anmodning fra enhver af de kontraherende parter forelægges for en voldgiftsdomstol.
3. En sådan voldgiftsdomstol skal nedsættes på et ad hoc grundlag på følgende måde:
hver kontraherende part skal udnævne en voldgiftsmand og disse to voldgiftsmænd skal være enige i udpegelsen af en statsborger fra et tredjeland til formand for domstolen. Sådanne voldgiftsmænd skal være udpeget inden for to (2) måneder fra datoen den ene kontraherende part har informeret den anden kontraherende part om, at den har til hensigt at forelægge tvisten for en voldgiftsdomstol, og formanden for domstolen skal være udpeget inden for to (2) måneder efter udpegningen af de to voldgiftsmænd.
4. Hvis de angivne perioder i stk. 3 i denne Artikel ikke bliver overholdt, kan enhver af de kontraherende parter i mangel af anden aftale opfordre præsidenten for Den Internationale Domstol til at foretage de nødvendige udpegelser. Hvis præsidenten for Den Internationale Domstol er statsborger i en af de kontraherende parter, eller hvis han på anden vis er forhindret i at udføre nævnte funktion, skal vicepræsidenten eller i tilfælde af hans manglende evne, det medlem af Den Internationale Domstol næst i anciennitet, opfordres til, under de samme betingelser, til at foretage de nødvendige udpegelser
5. Domstolen skal etablere sine egne procesregler.
6. Voldgiftsdomstolen skal træffe en beslutning på grundlag af denne overenskomst og folkerettens anvendelige regler. Den skal træffe sin afgørelse ved flertalsafgørelse; beslutningen skal være endelig og bindende.
7. Hver kontraherende part skal bære omkostningerne for sit eget voldgiftsmedlem ved domstolen og for sin medvirken i voldgiftssagen. Omkostningerne til formanden og de øvrige omkostninger skal bæres ligeligt af de kontraherende parter. Domstolen kan imidlertid i sin kendelse fastsætte en anden fordeling af omkostningerne.

Artikel 11

Konsultationer

Enhver af de kontraherende parter kan foreslå den anden part at konsultere om en hvilken som helst sag, der vedrører anvendelsen af denne overenskomst. Konsultationerne skal efter forslag fra en af de kontraherende parter afholdes på et

of one of the Contracting Parties at a place and at a time agreed upon through diplomatic channels.

Article 12

Applicability of this agreement

The provisions of this Agreement shall apply to all investments made by investors of one Contracting party in the territory of the other Contracting Party prior to or after the entry into force of the Agreement. It shall, however, not be applicable to dispute which have arisen prior to its entry into force.

Article 13

Amendments

At the time of entry into force of this Agreement or at any time thereafter the provisions of this Agreement may be amended in such manner as may be agreed between the Contracting Parties. Such amendments shall enter into force when the Contracting Parties have notified each other that the constitutional requirements for the entry into force have been fulfilled.

Article 14

Territorial extension

This Agreement shall not apply to the Faroe Islands and Greenland. The provisions of this Agreement may be extended to the Faroe Islands and Greenland as may be agreed between the Contracting Parties in an Exchange of Notes.

Article 15

Entry into force

The Contracting Parties shall notify each other when the constitutional requirements for the entry into force of this Agreement have been fulfilled. The Agreement shall enter into force thirty days after the date of the last notification.

Article 16

Duration and termination

1. This Agreement shall remain in force for a period of ten years. It shall remain in force thereafter until either Contracting Party notified in writing the other Contracting Party of its intention to terminate this Agreement. The notice of termination shall become effective one year after the date of notification.

2. In respect of investments made prior to the date of when the notice of termination of this Agreement becomes

sted og et tidspunkt, der er opnået enighed om gennem diplomatiske kanaler.

Artikel 12

Overenskomstens anvendelsesområde

Bestemmelserne i denne overenskomst skal omfatte alle investeringer foretaget af den ene kontraherende parts investorer på den anden kontraherende parts territorium før eller efter overenskomstens ikrafttrædelse. Den skal imidlertid ikke omfatte uoverensstemmelser eller tvister, som er opstået før dens ikrafttræden.

Artikel 13

Ændringer

Ved ikrafttrædelsen af denne overenskomst eller på et hvilket som helst senere tidspunkt kan bestemmelserne i denne overenskomst ændres på en sådan måde, som de kontraherende parter er enige om. Sådanne ændringer skal træde i kraft, når de kontraherende parter har meddelt hinanden, at de forfatningsmæssige krav for ikrafttrædelse er blevet opfyldt.

Artikel 14

Territorial udstrækning

Denne overenskomst skal ikke gælde for Færøerne og Grønland. Bestemmelserne i denne overenskomst kan udvides til at omfatte Færøerne og Grønland i henhold til aftale herom ved noteveksling mellem de kontraherende parter.

Artikel 15

Ikrafttrædelse

Denne overenskomst træder i kraft tredive dage efter den dato, hvor de kontraherende parters regeringer skriftligt har meddelt hinanden, at de forfatningsmæssige krav for denne overenskomsts ikrafttrædelse er blevet opfyldt.

Artikel 16

Varighed og ophør

1. Denne overenskomst skal forblive i kraft i ti år og skal derefter forblive i kraft, med mindre den ene kontraherende part skriftligt meddeler den anden kontraherende part sin hensigt om at opsige overenskomsten. Meddelelsen om opsigelse får virkning et år efter notifikationsdatoen.

2. For så vidt angår investeringer foretaget før den dato, hvor meddelelsen om opsigelse af denne overenskomst får

effective, the provisions of Article 1 to 12 shall remain in force for a further period of ten (10) years from that date.

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

DONE in duplicate at Dhaka on 5th November 2009 in the English language.

FOR THE GOVERNMENT OF THE KINGDOM OF DENMARK

Einar Hebogård Jensen

FOR THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

Dewan Zakir Hossain

virkning, skal bestemmelserne i Artiklerne 1 til 12 forblive i kraft i yderligere en tiårsperiode fra denne dato.

TIL BEKRÆFTELSE HERAF har undertegnede, behørigt bemyndigede af deres respektive regeringer, underskrevet denne overenskomst.

UDFÆRDIGET i to eksemplarer i Dhaka den 5. november 2009 på engelsk.

FOR KONGERIGET DANMARKS REGERING

Einar Hebogård Jensen

FOR FOLKEREPUBLIKKEN BANGLADESHS REGERING

Dewan Zakir Hossain

Overenskomsten, der i henhold til artikel 14 ikke omfatter Færøerne og Grønland, trådte i medfør af artikel 15 i kraft den 27. februar 2013.

Udenrigsministeriet, den 23. januar 2014

HOLGER K. NIELSEN