

TRADE

Investment

**Treaty Between the
UNITED STATES OF AMERICA
and ALBANIA**

Signed at Washington January 11, 1995

with

Annex and Protocol



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“. . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

ALBANIA

Trade: Investment

Treaty signed at Washington January 11, 1995;
Transmitted by the President of the United States of America
to the Senate September 6, 1995 (Treaty Doc. 104-19,
104th Congress, 1st Session);
Reported favorably by the Senate Committee on Foreign Relations
March 27, 1996 (Senate Executive Report No. 104-19,
104th Congress, 2d Session);
Advice and consent to ratification by the Senate
June 27, 1996;
Ratified by the President September 12, 1996;
Ratifications exchanged at Tirana December 5, 1997;
Entered into force January 4, 1998.
With annex and protocol.

TREATY BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE REPUBLIC OF ALBANIA
CONCERNING THE ENCOURAGEMENT
AND RECIPROCAL PROTECTION OF INVESTMENT

The Government of the United States of America and the Government of the Republic of Albania (hereinafter the "Parties");

Desiring to promote greater economic cooperation between them, with respect to investment by nationals and companies of one Party in the territory of the other Party;

Recognizing that agreement upon the treatment to be accorded such investment will stimulate the flow of private capital and the economic development of the Parties;

Agreeing that a stable framework for investment will maximize effective utilization of economic resources and improve living standards;

Recognizing that the development of economic and business ties can promote respect for internationally recognized worker rights;

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

Having resolved to conclude a treaty concerning the encouragement and reciprocal protection of investment;

Have agreed as follows:

ARTICLE I
DEFINITIONS

1. For the purposes of this Treaty,

(a) "company" means any entity constituted or organized under applicable law, whether or not for profit, and whether privately or governmentally owned or controlled, and includes a corporation, trust, partnership, sole proprietorship, branch, joint venture, association, or other organization;

(b) "company of a Party" means a company constituted or organized under the laws of that Party;

(c) "national" of a Party means a natural person who is a national of that Party under its applicable law;

(d) "investment" of a national or company means every kind of investment owned or controlled directly or indirectly by that national or company, and includes investment consisting or taking the form of:

(i) a company;

(ii) shares, stock, partnership interests, and other forms of equity participation, and bonds, debentures, and other forms of debt interests, in a company;

(iii) contractual rights, such as under turnkey, construction or management contracts, production or revenue-sharing contracts, concessions, or other similar contracts;

(iv) tangible property, including real property; and intangible property, including rights, such as leases, mortgages, liens and pledges;

(v) intellectual property, including:

copyrights and related rights,

patents,

rights in plant varieties,

industrial designs,

rights in semiconductor layout designs,

trade secrets, including know-how and confidential business information,

trade and service marks, and

trade names; and

(vi) rights conferred pursuant to law, such as licenses and permits;

(e) "covered investment" means an investment of a national or company of a Party in the territory of the other Party;

(f) "state enterprise" means a company owned, or controlled through ownership interests, by a Party;

(g) "investment authorization" means an authorization granted by the foreign investment authority of a Party to a covered investment or a national or company of the other Party;

(h) "investment agreement" means a written agreement between the national authorities of a Party and a covered investment or a national or company of the other Party that (i) grants rights with respect to natural resources or other assets controlled by the national authorities and (ii) the investment, national or company relies upon in establishing or acquiring a covered investment.

(i) "ICSID Convention" means the Convention on the Settlement of Investment Disputes between States and Nationals of Other States, done at Washington, March 18, 1965;

(j) "Centre" means the International Centre for Settlement of Investment Disputes established by the ICSID Convention; and

(k) "UNCITRAL Arbitration Rules" means the arbitration rules of the United Nations Commission on International Trade Law.

ARTICLE II

TREATMENT OF INVESTMENT

1. With respect to the establishment, acquisition, expansion, management, conduct, operation and sale or other disposition of covered investments, each Party shall accord treatment no less favorable than that it accords, in like situations, to investments in its territory of its own nationals or companies (hereinafter "national treatment") or to investments in its territory of nationals or companies of a third country (hereinafter "most favored nation treatment"), whichever is most favorable (hereinafter "national and most

avored nation treatment"). Each Party shall ensure that its state enterprises, in the provision of their goods or services, accord national and most favored nation treatment to covered investments.

2. (a) A Party may adopt or maintain exceptions to the obligations of paragraph 1 in the sectors or with respect to the matters specified in the Annex to this Treaty. In adopting such an exception, a Party may not require the divestment, in whole or in part, of covered investments existing at the time the exception becomes effective.

(b) The obligations of paragraph 1 do not apply to procedures provided in multilateral agreements concluded under the auspices of the World Intellectual Property Organization relating to the acquisition or maintenance of intellectual property rights.

3. (a) Each Party shall at all times accord to covered investments fair and equitable treatment and full protection and security, and shall in no case accord treatment less favorable than that required by international law.

(b) Neither Party shall in any way impair by unreasonable and discriminatory measures the management, conduct, operation, and sale or other disposition of covered investments.

4. Each Party shall provide effective means of asserting claims and enforcing rights with respect to covered investments.

5. Each Party shall ensure that its laws, regulations, administrative practices and procedures of general application, and adjudicatory decisions, that pertain to or affect covered investments are promptly published or otherwise made publicly available.

ARTICLE III

EXPROPRIATION

1. Neither Party shall expropriate or nationalize a covered investment either directly or indirectly through measures tantamount to expropriation or nationalization ("expropriation") except for a public purpose; in a non-discriminatory manner; upon payment of prompt, adequate and effective compensation; and in accordance with due process of law and the general principles of treatment provided for in Article II(3).

2. Compensation shall be paid without delay; be equivalent

to the fair market value of the expropriated investment immediately before the expropriatory action was taken ("the date of expropriation"); and be fully realizable and freely transferable. The fair market value shall not reflect any change in value occurring because the expropriatory action had become known before the date of expropriation.

3. If the fair market value is denominated in a freely usable currency, the compensation paid shall be no less than the fair market value on the date of expropriation, plus interest at a commercially reasonable rate for that currency, accrued from the date of expropriation until the date of payment.

4. If the fair market value is denominated in a currency that is not freely usable, the compensation paid -- converted into the currency of payment at the market rate of exchange prevailing on the date of payment -- shall be no less than:

(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, plus

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

ARTICLE IV

COMPENSATION FOR DAMAGES DUE TO WAR AND SIMILAR EVENTS

1. Each Party shall accord national and most favored nation treatment to covered investments as regards any measure relating to losses that investments suffer in its territory owing to war or other armed conflict, revolution, state of national emergency, insurrection, civil disturbance, or similar events.

2. Each Party shall accord restitution, or pay compensation in accordance with paragraphs 2 through 4 of Article III, in the event that covered investments suffer losses in its territory, owing to war or other armed conflict, revolution, state of national emergency, insurrection, civil disturbance, or similar events, that result from:

(a) requisitioning of all or part of such investments by the Party's forces or authorities, or

(b) destruction of all or part of such investments by the Party's forces or authorities that was not required by the necessity of the situation.

ARTICLE V

TRANSFERS

1. Each Party shall permit all transfers relating to a covered investment to be made freely and without delay into and out of its territory. Such transfers include:

(a) initial and additional contributions to capital relating to the investment;

(b) profits, dividends, capital gains, and proceeds from the sale of all or any part of the investment or from the partial or complete liquidation of the investment;

(c) interest, royalty payments, management fees, and technical assistance and other fees;

(d) payments made under a contract, including a loan agreement; and

(e) compensation pursuant to Articles III and IV, and payments arising out of an investment dispute.

2. Each Party shall permit transfers to be made in a freely usable currency at the market rate of exchange prevailing on the date of transfer.

3. Each Party shall permit transfers in kind to be made as authorized or specified in an investment authorization, investment agreement, or other written agreement between the Party and a covered investment or a national or company of the other Party.

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

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

(b) issuing, trading or dealing in securities;

(c) criminal or penal offenses; or

(d) ensuring compliance with orders or judgments in adjudicatory proceedings.

ARTICLE VI

PERFORMANCE REQUIREMENTS

Neither Party shall mandate or enforce, as a condition for the establishment, acquisition, expansion, management, conduct or operation of a covered investment, any requirement (including any commitment or undertaking in connection with the receipt of a governmental permission or authorization):

(a) to achieve a particular level or percentage of local content, or to purchase, use or otherwise give a preference to products or services of domestic origin or from any domestic source;

(b) to limit imports by the investment of products or services in relation to a particular volume or value of production, exports or foreign exchange earnings;

(c) to export a particular type, level or percentage of products or services, either generally or to a specific market region;

(d) to limit sales by the investment of products or services in the Party's territory in relation to a particular volume or value of production, exports or foreign exchange earnings;

(e) to transfer technology, a production process or other proprietary knowledge to a national or company in the Party's territory, except pursuant to an order, commitment or undertaking that is enforced by a court, administrative tribunal or competition authority to remedy an alleged or adjudicated violation of competition laws; or

(f) to carry out a particular type, level or percentage of research and development in the Party's territory.

Such requirements do not include conditions for the receipt or continued receipt of an advantage.

ARTICLE VII

ENTRY, SOJOURN AND EMPLOYMENT OF ALIENS

1. (a) Subject to its laws relating to the entry and sojourn of aliens, each Party shall permit to enter and to remain in its territory nationals of the other Party for the purpose of establishing, developing, administering or advising on the operation of an investment to which they, or a company of the other Party that employs them, have committed or are in the process of committing a substantial amount of capital or other resources.

(b) Neither Party shall, in granting entry under paragraph 1(a), require a labor certification test or other procedures of similar effect, or apply any numerical restriction.

2. Each Party shall permit covered investments to engage top managerial personnel of their choice, regardless of nationality.

ARTICLE VIII

CONSULTATIONS

The Parties agree to consult promptly, on the request of either, to resolve any disputes in connection with the Treaty, or to discuss any matter relating to the interpretation or application of the Treaty or to the realization of the objectives of the Treaty.

ARTICLE IX

SETTLEMENT OF DISPUTES BETWEEN ONE PARTY AND A NATIONAL OR COMPANY OF THE OTHER PARTY

1. For purposes of this Treaty, an investment dispute is a dispute between a Party and a national or company of the other Party arising out of or relating to an investment authorization, an investment agreement or an alleged breach of any right conferred, created or recognized by this Treaty with respect to a covered investment.

2. A national or company that is a party to an investment dispute may submit the dispute for resolution under one of the following alternatives:

(a) to the courts or administrative tribunals of the Party that is a party to the dispute; or

(b) in accordance with any applicable, previously agreed dispute-settlement procedures; or

(c) in accordance with the terms of paragraph 3.

3. (a) Provided that the national or company concerned has not submitted the dispute for resolution under paragraph 2(a) or (b), and that three months have elapsed from the date on which the dispute arose, the national or company concerned may submit the dispute for settlement by binding arbitration:

(i) to the Centre, if the Centre is available; or

(ii) to the Additional Facility of the Centre, if the Centre is not available; or

(iii) in accordance with the UNCITRAL Arbitration Rules; or

(iv) if agreed by both parties to the dispute, to any other arbitration institution or in accordance with any other arbitration rules.

(b) A national or company, notwithstanding that it may have submitted a dispute to binding arbitration under paragraph 3(a), may seek interim injunctive relief, not involving the payment of damages, before the judicial or administrative tribunals of the Party that is a party to the dispute, prior to the institution of the arbitral proceeding or during the proceeding, for the preservation of its rights and interests.

4. Each Party hereby consents to the submission of any investment dispute for settlement by binding arbitration in accordance with the choice of the national or company under paragraph 3(a)(i), (ii), and (iii) or the mutual agreement of both parties to the dispute under paragraph 3(a)(iv). This consent and the submission of the dispute by a national or company under paragraph 3(a) shall satisfy the requirement of:

(a) Chapter II of the ICSID Convention (Jurisdiction of the Centre) and the Additional Facility Rules for written consent of the parties to the dispute; and

(b) Article II of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done at New York, June 10, 1958, for an "agreement in writing".

5. Any arbitration under paragraph 3(a)(ii), (iii) or (iv) shall 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.

6. Any arbitral award rendered pursuant to this Article shall be final and binding on the parties to the dispute. Each Party shall carry out without delay the provisions of any such award and provide in its territory for the enforcement of such award.

7. In any proceeding involving an investment dispute, a Party shall not assert, as a defense, counterclaim, right of set-off or for any other reason, that indemnification or other compensation for all or part of the alleged damages has been received or will be received pursuant to an insurance or guarantee contract.

8. For purposes of Article 25(2)(b) of the ICSID Convention and this Article, a company of a Party that, immediately before the occurrence of the event or events giving rise to an investment dispute, was a covered investment, shall be treated as a company of the other Party.

ARTICLE X

SETTLEMENT OF DISPUTES BETWEEN THE PARTIES

1. Any dispute between the Parties concerning the interpretation or application of the Treaty, that is not resolved through consultations or other diplomatic channels, shall be submitted upon the request of either Party to an arbitral tribunal for binding decision in accordance with the applicable rules of international law. In the absence of an agreement by the Parties to the contrary, the UNCITRAL Arbitration Rules shall govern, except to the extent these rules are (a) modified by the Parties or (b) modified by the arbitrators unless either Party objects to the proposed modification.

2. Within two months of receipt of a request, each Party shall appoint an arbitrator. The two arbitrators shall select a third arbitrator as Chairman, who shall be a national of a third State. The UNCITRAL Arbitration Rules applicable to appointing members of three member panels shall apply mutatis mutandis to the appointment of the arbitral panel except that the appointing authority referenced in those rules shall be the Secretary General of the Centre.

3. Unless otherwise agreed, all submissions shall be made and all hearings shall be completed within six months of the date of selection of the third arbitrator, and the arbitral panel shall render its decisions within two months of the date of the final submissions or the date of the closing of the hearings, whichever is later.

4. Expenses incurred by the Chairman and other arbitrators, and other costs of the proceedings, shall be paid for equally by the Parties. However, the arbitral panel may, at its discretion, direct that a higher proportion of the costs be paid by one of the Parties.

ARTICLE XI

PRESERVATION OF RIGHTS

This Treaty shall not derogate from any of the following that entitle covered investments to treatment more favorable than that accorded by this Treaty:

(a) laws and regulations, administrative practices or procedures, or administrative or adjudicatory decisions of a Party;

(b) international legal obligations; or

(c) obligations assumed by a Party, including those contained in an investment authorization or an investment agreement.

ARTICLE XII

DENIAL OF BENEFITS

Each Party reserves the right to deny to a company of the other Party the benefits of this Treaty if nationals of a third country own or control the company and

(a) the denying Party does not maintain normal economic relations with the third country; or

(b) the company has no substantial business activities in the territory of the Party under whose laws it is constituted or organized.

ARTICLE XIII

TAXATION

1. No provision of this Treaty shall impose obligations with respect to tax matters, except that:

(a) Articles III, IX and X will apply with respect to expropriation; and

(b) Article IX will apply with respect to an investment agreement or an investment authorization.

2. A national or company, that asserts in an investment dispute that a tax matter involves an expropriation, may submit that dispute to arbitration pursuant to Article IX(3) only if:

(a) the national or company concerned has first referred to the competent tax authorities of both Parties the issue of whether the tax matter involves an expropriation; and

(b) the competent tax authorities have not both determined, within nine months from the time the national or company referred the issue, that the matter does not involve an expropriation.

ARTICLE XIV

MEASURES NOT PRECLUDED BY THIS TREATY

1. This Treaty shall not preclude a Party from applying measures necessary for the fulfillment of its obligations with respect to the maintenance or restoration of international peace or security, or the protection of its own essential security interests.

2. This Treaty shall not preclude a Party from prescribing special formalities in connection with covered investments, such as a requirement that such investments be legally constituted under the laws and regulations of that Party, or a requirement that transfers of currency or other monetary instruments be reported, provided that such formalities shall not impair the substance of any of the rights set forth in this Treaty.

ARTICLE XV

APPLICATION OF THIS TREATY TO POLITICAL SUBDIVISIONS
AND STATE ENTERPRISES OF THE PARTIES

1. (a) The obligations of this Treaty shall apply to the political subdivisions of the Parties.

(b) With respect to the treatment accorded by a State, Territory or possession of the United States of America, national treatment means treatment no less favorable than the treatment accorded thereby, in like situations, to investments of nationals of the United States of America resident in, and companies legally constituted under the laws and regulations of, other States, Territories or possessions of the United States of America.

2. A Party's obligations under this Treaty shall apply to a state enterprise in the exercise of any regulatory, administrative or other governmental authority delegated to it by that Party.

ARTICLE XVI

ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Treaty shall enter into force thirty days after the date of exchange of instruments of ratification. It shall remain in force for a period of ten years and shall continue in force unless terminated in accordance with paragraph 2. It shall apply to covered investments existing at the time of entry into force as well as to those established or acquired thereafter.

2. A Party may terminate this Treaty at the end of the initial ten year period or at any time thereafter by giving one year's written notice to the other Party.

3. For ten years from the date of termination, all other Articles shall continue to apply to covered investments established or acquired prior to the date of termination, except insofar as those Articles extend to the establishment or acquisition of covered investments.

4. The Annex and Protocol shall form an integral part of the Treaty.

IN WITNESS WHEREOF, the respective plenipotentiaries have signed this Treaty.

DONE in duplicate at Washington this eleventh day of January, 1995, in the English language. An Albanian language text shall be prepared and shall be considered equally authentic upon an exchange of diplomatic notes confirming its conformity with the English language text.

FOR THE GOVERNMENT OF
THE UNITED OF AMERICA:

FOR THE GOVERNMENT OF THE
REPUBLIC OF ALBANIA:



ANNEX

1. The Government of the United States of America may adopt or maintain exceptions to the obligation to accord national treatment to covered investments in the sectors or with respect to the matters specified below:

atomic energy; custom house brokers; licenses for broadcast, common carrier, or aeronautical radio stations; COMSAT; subsidies or grants, including government-supported loans, guarantees and insurance; state and local measures exempt from Article 1102 of the North American Free Trade Agreement pursuant to Article 1108 thereof; landing of submarine cables.

Most favored nation treatment shall be accorded in the sectors and matters indicated above.

2. The Government of the United States of America may adopt or maintain exceptions to the obligation to accord national and most favored nation treatment to covered investments in the sectors or with respect to the matters specified below:

fisheries; air and maritime transport, and related activities; banking, securities, and other financial services.

3. The Government of the United States of America may adopt or maintain exceptions to the obligation to accord national and most favored nation treatment to covered investments, provided that the exceptions do not result in treatment under this Treaty less favorable than the treatment that the Government of the United States of America has undertaken to accord in the North American Free Trade Agreement with respect to another party to that Agreement, in the sectors or with respect to the matters specified below:

insurance.

4. The Government of the Republic of Albania may adopt or maintain exceptions to the obligation to accord national treatment to covered investments in the sectors or with respect to the matters specified below:

ownership of land; banking; government subsidies.

Most favored nation treatment shall be accorded in the sectors and matters indicated above.

5. Each Party agrees to accord national treatment to covered investments in the following sectors:

leasing of minerals or pipeline rights-of-way on Government lands.

PROTOCOL

1. With respect to Article VIII, the Parties confirm their mutual understanding that each Party shall treat any confidential or proprietary information exchanged in the course of consultations on the same basis as the Party providing the information.
2. With respect to Article XIII, the Parties confirm their mutual understanding that neither Party has an obligation to accord national treatment with respect to tax matters, except as otherwise provided in an investment authorization or an investment agreement.

T R A K T A T

MIDIS

**QEVERISE SE REPUBLIKES SE SHQIPERISE
DHE QEVERISE SE SHTETEVE TE BASHKUARA TE AMERIKES
MBI NXITJEN DHE MBROJTJEN RECIPROKE TE INVESTIMEVE**

Qeveria e Republikës së Shqipërisë
dhe

Qeveria e Shteteve të Bashkuara të Amerikës, (ketu me poshtë
"Palet"),

Duke dëshiruar të nxisin një bashkëpunim ekonomik me të madh
midis tyre, në lidhje me investimet e shtetasve dhe shoqërive të
njërës Pale në territorin e Pales tjetër;

Duke pranuar që marrëveshja lidhur me trajtimin që do t'u jepet
investimeve të tilla do të stimulojë hyrjen e kapitalit privat
dhe zhvillimin ekonomik të Paleve;

Duke qenë dakord që një kuader i qëndrueshëm për investimet do të
rrisë në maksimum përdorimin efektiv të burimeve ekonomike dhe
do të përmirësojë standartin e jetesës;

Duke ditur që zhvillimi i lidhjeve ekonomike dhe tregtare mund
të rrisë respektin për të drejtat e punonjësve, të njohura
botërisht;

Duke rënë dakort që këto objektiva mund të arrihen pa lene
menjëherë zbatimin në përgjithësi të masave për ruajtjen e
shëndetit, të sigurisë dhe mjedisit; dhe

Duke vendosur të perfundojnë një Traktat në lidhje me nxitjen dhe
mbrojtjen e ndërsjellë të investimeve;

u muarën vesh për sa vijon:

NENI 1

PERCAKTIME

Per qellimet e ketij Traktati,

- (a) "shoqeri", nenkupton çdo entitet te krijuar apo te organizuar sipas legjislacionit ne fuqi, me ose pa perfitim, te zoteruar apo te kontrolluar privatisht ose nga qeveria, dhe perfshin nje korporate, trust, bashkepronesi, nje pronar te vetem, filial, ndermarrje te perbashket, shoqate, apo organizim tjeter;
- (b) "shoqeri e nje Pale", nenkupton nje shoqeri te krijuar apo te organizuar sipas legjislacionit te asaj Pale;
- (c) "shtetas" i nje Pale, nenkupton nje person fizik i cili eshte shtetas i asaj Pale sipas legjislacionit te saj ne fuqi;
- (d) "investim" i nje shtetasi apo shoqerie nenkupton çdo lloj investimi te zoteruar apo te kontrolluar direkt ose indirekt nga ai shtetas ose nga ajo shoqeri, dhe perfshin investimin qe konsiston apo merr formen e :
 - (i) nje shoqerie;
 - (ii) aksioni, letrave me vlere, interesave te bashkepronesise, dhe forma te tjera te pjesmarrjes ne pasuri, obligacioneve, detyrimeve dhe forma te tjera te interesave te huave, ne nje shoqeri;
 - (iii) te drejtave kontraktuale, te tilla si kontrata objektesh me çeles ne dore, kontrata menaxhimi apo ndertimi, kontrata prodhimi apo te ndarjes te te ardhurave, koncesione, ose kontrata te tjera te ngjashme;
 - (iv) pasurise se prekshme, perfshire pasurine e patundshme; dhe pasurise se paprekshme, perfshire te drejta te tilla si dhenie me qera, hipotekat, franshizen dhe pengjet;
 - (v) pronesise intelektuale, duke perfshire:
 - te drejten e autorit dhe te drejta qe lidhen me te,
 - patentat,

- te drejta mbi varietetet e bimeve,
 - dizajnet industriale,
 - te drejta mbi projektet e gjysem-perçuesave,
 - sekretet tregtare, perfshire know-how dhe informacionet konfidenciale te tregtise,
 - markat tregtare dhe te sherbimit, dhe
 - emra tregtare; dhe
- (vi) te drejta te dhena ne pajtim me ligjin, te tilla si licencat dhe lejet;
- (e) "investim i mbuluar" nenkupton nje investim te nje shtetasi ose shoqerie te njeres Pale ne territorin e Pales tjeter;
- (f) "ndermarrje shteterore" nenkupton nje shoqeri ne pronesi ose te kontrolluar nepermjet interesave te pronesise, nga njera Pale;
- (g) "autorizim investimi" nenkupton nje autorizim qe jepet nga Autoriteti i Investimeve te Huaja i njeres Pale per nje investim te mbuluar apo nje shtetas apo shoqeri e Pales tjeter;
- (h) "marreveshje investimi" nenkupton nje marreveshje te shkruar midis autoriteteve kombetare te njeres Pale dhe nje investimi te mbuluar ose nje shtetasi ose nje shoqerie te Pales tjeter e cila
- (i) jep te drejta ne lidhje me burimet natyrore ose pasuri te tjera qe kontrollohen nga autoritetet kombetare dhe,
 - (ii) mbeshtet investimin, shtetasin ose shoqerine ne krijimin ose sigurimin e nje investimi te mbuluar.
- (i) "Konventa ICSID" nenkupton Konventen mbi Zgjidhjen e Mosmarreveshjeve mbi Investimet midis Shteteve dhe Shtetasve te Shteteve te tjere, bere ne Washington me 18 Mars 1965.
- (j) "Qender" nenkupton Qendren Nderkombetare per Zgjidhjen e Mosmarreveshjeve mbi Investimet te vendosur nga Konventa e ICSID; dhe
- (k) "Rregullat e Arbitrazhit UNCITRAL" nenkupton Rregullat e Arbitrazhit te Komisionit te Kombeve te Bashkuara mbi Ligjin e Tregtise Nderkombetare.

NENI II

TRAJTIMI I INVESTIMIT

1. Ne lidhje me krijimin, pervetesimin, zgjerimin, drejtimin, udheheqjen, aktivitetin dhe shitjen ose dispozita te tjera

te investimeve te mbuluara, secila Pale do te akordoje trajtim jo me pak te favorshem se sa ai qe ajo i akordon, ne situata te ngjashme, investimeve ne territorin e saj, shtetasve ose shoqerive te saj (ketu me poshte "Trajtim Kombetar") ose investimeve ne territorin e saj te shtetasve ose shoqerive te nje vendi te trete (ketu me poshte "Trajtimi i Kombit me te Favorizuar), cili do qofte me i favorshmi (Ketu me poshte "Trajtimi Kombetar dhe i Kombit me te favorizuar"). Sejcila Pale do te siguroje qe ndermarrjet e saja shteterore, ne sigurimin e mallrave ose sherbimeve te tyre, te akordojne trajtim kombetar dhe te kombit me te favorizuar per investimet e mbuluara.

2. (a) Njera Pale mund te miratoje ose te ruaje perjashtime lidhur me detyrimet e paragrafit 1 ne sektoret ose ne lidhje me ceshtjet te specifikuara ne Aneksin e ketij Traktati. Ne miratimin e nje perjashtimi te tille, njera Pale nuk mund te kerkoje heqjen, pjeserisht apo teresisht, te investimit te mbuluar ekzistues ne kohen kur perjashtimi do te behet efektiv.
- (b) Detyrimet e paragrafit 1 nuk zbatohen per procedurat qe parashikohen ne Marreveshjet Multilaterale te perfunduara nen vemendjen e Organizates Boterore te Pronesise Intelektuale ne lidhje me pervetesimin ose ruajtjen e te Drejtave te Pronesise Intelektuale.
3. (a) Sejcila Pale ne çdo kohe, do t'i akordoje investimeve te mbuluara, nje trajtim te drejte dhe te barabarte dhe nje mbrojtje e sigurim te plote dhe ne asnje rast nuk do te akordoje trajtim me pak te favorshem se sa ai qe kerkohet nga e Drejta Nderkombetare.
- (b) Asnjera nga Palet nuk do te demtoje me asnje menyre, me masa te pa arsyeshme dhe diskriminuese drejtimin, udheheqjen, aktivitetin, dhe shitjen ose dispozita te tjera te investimeve te mbuluara.
4. Sejcila Pale do te siguroje mjete efektive per mbrojtjen e reklamimeve dhe per forcimin e te drejtave lidhur me investimet e mbuluara.
5. Sejcila Pale siguron qe ligjet, rregullat, praktikat administrative dhe procedurat e aplikimit ne pergjithesi, dhe vendimet gjyqesore qe kane te bejne me ose ndikojne ne investimet e mbuluara, do te publikohen menjehere ose do te vihen ne dispozicion per publicitet.

NENI III

SHPRONESIMI

1. Asnjera Pale nuk do te shpronesoje apo shtetezoje nje

investim te mbuluar qofte direkt apo indirekt, nepermjet masave te barazvlefshme me shpronesimin apo shtetezimin ("shpronesim") pervec se per qellime publike, ne menyre jo diskriminuese, nepermjet nje pagese te menjehereshme, nje kompensimi te pershtatshem dhe efektiv, dhe ne perputhje me proceduren ligjore dhe me parimet e pergjithshme te trajtimit te parashikuara ne Nenin II(3).

2. Kompensimi do te paguhet pa vonese; do te jete ekuivalent me vleren e sakte te tregut te investimit te shpronesuar menjehere perpara se te ndermerrej veprimi i shpronesimit ("data e shpronesimit"); dhe te jete plotesisht i realizueshem dhe lirisht i transferueshem. Vlera e pranueshme e tregut nuk do te pasqyroje ndonje ndryshim ne vlere, qe vjen per shkak se veprimi i shpronesimit, eshte bere i njohur para "dates se shpronesimit".
3. Ne rast se vlera e sakte e tregut eshte njesuar ne nje monedhe lirisht te perdorshme, kompensimi i paguar nuk do te jete me i vogel se vlera e sakte e tregut ne daten e shpronesimit, plus interesin ne nje perqindje tregtare te arsyeshme per kete monedhe, qe rritet nga data e shpronesimit deri ne daten e pageses.
4. Ne rast se vlera e sakte e tregut eshte njesuar ne nje monedhe e cila nuk eshte lirisht e perdorshme, kompensimi i paguar i konvertuar ne monedhen e pageses me kursin e shkembimit te tregut qe mbizoteron ne daten e pageses, nuk do te jete me i vogel se:
 - (a) Vlera e sakte e tregut ne daten e shpronesimit, e konvertuar ne nje monedhe lirisht te perdorshme me kursin e shkembimit te tregut te kembimit qe mbizoteron ne ate date, plus
 - (b) Interesin, ne nje perqindje tregtare te arsyeshme per ate monedhe lirisht te perdoreshme, te rritur nga data e shpronesimit deri ne daten e pageses.

NENI IV

KOMPENSIMI PER DEMET E SHKAKTUARA NGA LUFTA DHE NDODHI TE NGJASHME

1. Sejcila Pale do te akordoje "trajtim kombetar dhe te kombit me te favorizuar" per investimet e mbuluara persa i perket çdo mase qe lidhet me humbjet qe investimet pesojne ne territorin e saj, per shkak te luftes ose konflikteve te tjera te armatosura, revolucionit, gjendjes se emergjences kombetare, kryengritjeve, turbullirave civile, ose ndodhive te ngjashme.
2. Sejcila Pale do te akordoje kthimin ose do te paguaj

kompensimin ne perputhje me paragrafet 2 deri 4 te Nenit III, ne rastet kur investimet e mbuluara pesojne humbje ne territorin e saj, per shkak te luftes ose te nje konflikti tjeter te armatosur, revolucionit, gjendjes se emergjences kombetare, kryengritjeve, turbullirave, ose ndodhive te ngjashme qe rezultojne nga:

- (a) rekuizimi i nje pjese apo i te gjithe ketij investimi nga forcat ose autoritetet e Pales, ose
- (b) shkaterrimi i nje pjese ose i te gjithe ketij investimi nga forcat ose autoritetet e Pales, qe nuk kerkohej si domosdoshmeri e situates.

NENI V

TRANSFERIMET

1. Çdo Pale do te lejoje qe te gjitha transferimet, qe kane te bejne me nje investim te mbuluar, te behen lirisht dhe pa vonese brenda dhe jashte territorit te vet. Keto transferime perfshijne:
 - (a) kontributet fillestare apo shtese te kapitalitqe ka lidhje me investimin;
 - (b) fitimet, dividendet, rritjet e kapitalit, dhe fitimet nga shitja e nje pjese ose te gjithe investimit ose nga likuidimi i pjeseshem ose i plote i investimit;
 - (c) interesat, pagesat per komisionet, shperblimet per menaxhim dhe asistence teknike dhe shperblime te tjera;
 - (d) pagesa e bera ne baze te nje kontrate, duke perfshire nje marreveshje huaje; dhe
 - (e) kompensimin sipas Nenit III dhe IV, dhe pagesat qe lindin nga nje mosmarreveshje investimi.
2. Çdo Pale do te lejoje qe transferimet te behen ne nje valute lirisht te perdorshme me kursin e shkembimit te tregut qe mbizoteron ne daten e transferimit.
3. Çdo Pale do te lejoje transferimin ne natyre te behet sic autorizohet ose specifikohet ne nje autorizim investimi, ne nje marreveshje investimi, ose ne nje marreveshje tjeter te shkruar midis nje Pale dhe nje investimi te mbuluar ose nje shtetasi ose shoqerie te Pales tjeter.
4. Pamvaresisht nga sa parashikohet ne paragrafet 1 deri tek 3, nje Pale mund te ndaloje nje transferim nepermjet zbatimit te drejte, jo-diskriminues dhe me mirebesim te ligjeve te saj, qe kane te bejne me :

- (a) falimentimin, paaftesine per pagese ose mbrojtjen e te drejtave te kreditoreve;
- (b) emetimin, tregetimin ose trajtimin e letrave me vlere;
- (c) veprimet kriminale ose penale; ose
- (d) zbatimin e perpikthe te urdhrave ose gjykimeve ne procedurat gjyqsore.

NENI VI

ZBATIMI I KERKESAVE

Asnjera nga Palet nuk do te vendose ose imponoje si kusht asnje kerkese per krijimin, pervetesimin, zgjerimin, drejtimin, udheheqjen ose vazhdimin e nje investimi te mbuluar, (perfshire çdo angazhim ose siper marrje ne lidhje me marrjen e nje leje qeveritare ose autorizimi qeveritar):

- (a) te vendose nje nivel ose perqindje te veçante te permbajtjeve me origjine vendase, ose te bleje, perdore ose t'u jape preference prodhimeve ose sherbimeve me origjine vendase ose nga çdo burim vendas;
- (b) te kufizojë importet per prodhimet ose sherbimet e investimit ne lidhje me nje volum ose vlere te veçante te prodhimit, eksportit ose te ardhurave nga shkembimet me jashte;
- (c) te eksportoje nje lloj, nivel ose perqindje te veçante te produkteve ose sherbimeve, si ne pergjithesi ashtu edhe ne nje rajon tregtar specifik;
- (d) te kufizojë shitjet e produkteve ose sherbimeve nga investimi ne territorin e Pales ne lidhje me nje volum ose vlefte te veçante te prodhimit, eksporteve ose te ardhurat nga shkembimi me jashte;
- (e) te transferojë teknologji, nje proces prodhimi, ose njohuri te tjera pronesia nje shtetasi ose nje shoqerie ne territorin e njeres Pale, perveçse ne pajtim me nje urdher, angazhim ose siper marrje qe imponohet nga nje gjykate, gjykate administrative, ose organ konkurues per te ndrequr nje shkelje te dukshme ose te provuar me gjyq te ligjeve te konkurrences; ose
- (f) per te kryer nje lloj, nivel ose perqindje te veçante te kerkimeve dhe zhvillimit ne territorin e Pales.

Keto kërkesa nuk perbejne kushte per perftim ose per perfitim te vazhdueshem te nje avantazhi.

NENI VII

HYRJA, QENDRIMI I PERKOHSHEM DHE PUNESIMI I TE HUAJVE

1. (a) Ne perputhje me ligjet e veta ne lidhje me hyrjen dhe qendrimin e te huajve, sejcila Pale, , do te lejoje hyrjen dhe qendrimin ne territorin e saj te shtetasve te Pales tjeter, me qellim krijimin, zhvillimin, administrimin ose keshillimin ne veprimtarine e nje investimi ne te cilin ata, ose nje shoqeri e Pales tjeter qe i puneson ata, ka angazhuar ose eshte ne procesin e angazhimit te nje shume te rendesishme kapitali ose burimesh te tjera.
- (b) Asnjera nga Palet qe lejon hyrjen sipas paragrafit 1 (A), nuk do te kerkoje nje certifikate prove pune, ose procedura te tjera me efekt te ngjashem, ose te zbatoje ndonje kufizim numerik.
2. Sejcila Pale do te lejoje qe per investimet e mbuluara te angazhohet personel drejtues i kualifikuar, sipas zgjedhjes se tyre, pamvaresisht nga shtetesia.

NENI VIII

KONSULTIMET

Palet u muarren vesh te konsultohen menjehere, me kërkesen e njerës prej tyre, per zgjidhjen e çdo mosmarreveshje ne lidhje me Traktatin, ose te diskutojne çdo çështje lidhur me interpretimin ose zbatimin e Traktatit ose per realizimin e objektivave te Traktatit.

NENI IX

ZGJIDHJA E MOSMARREVEESHJEVE MIDIS NJE PALE DHE SHTETASIT OSE SHOQERISE TE PALES TJETER

1. Per qellimet e ketij Traktati, nje mosmarreveshje investimi eshte nje mosmarreveshje midis nje Pale dhe nje shtetasi ose nje shoqerie te Pales tjeter qe lind nga, ose qe lidhet me nje autorizim investimi, me nje marreveshje investimi

ose me nje shkelje te deklaruar te çdo te drejte te dhene, te krijuar ose te njohur nga ky Traktat, qe ka te beje me nje investim te mbuluar.

2. Nje shtetas ose nje shoqeri, qe eshte Pale ne nje mosmarreveshje investimi mund t'ja shtroje mosmarreveshjen per zgjidhje njerës prej alternativave te meposhteme:
 - (a) gjykatave ose gjykatave administrative te Pales qe eshte pale ne mosmarrveshje; ose
 - (b) ne perputhje me çdo procedure te zbatueshme, te rene dakort paraprakisht per zgjidhjen e mosmarreveshjeve; ose
 - (c) ne perputhje me kushtet e paragrafit 3.
 3. (a) me kusht qe shtetasi ose shoqeria e interesuar nuk e ka paraqitur mosmarreveshjen per zgjidhje sipas paragrafit 2 (a) ose 2 (b), dhe kane kaluar tre muaj nga data e lindjes se mosmarreveshjes, shtetasi ose shoqeria e interesuar mund t'ja parashtroje mosmarreveshjen per nje zgjidhje te detyruesheme nga arbitrazhi:
 - (i) Qendres, ne se Qendra eshte e gatshme; ose
 - (ii) Zyrrave ndihmese te Qendres ne se Qendra nuk eshte e gateshme; ose
 - (iii) ne perputhje me Rregullat e Arbitrazhit te UNCITRAL; ose
 - (iv) ne rast se bihet dakort nga te dy Palet ne mosmarreveshje, ne çdo institucion tjeter arbitrazhi ose ne perputhje me çdo lloj tjeter rregullash arbitrazhi.
 - (b) Nje shtetas ose shoqeri, pamvaresisht se mund t'ja kete parashtruar mosmarreveshjen, arbitrazhit te detyrueshem sipas paragrafit 3 (a), mund te kerkoje nje ndihme te perkohshme me urdher zyrtar nga gjykata, pa perfshire pagesen e demeve, perpara gjykates juridike ose administrative te Pales qe eshte Pale ne mosmarreveshje, para percaktimit te procedures gjyqsore ose gjate saj, per mbrojtjen e te drejtave dhe interesave te tij.
4. Sejcila Pale eshte dakort t'ja parashtroje zgjidhjen e nje mosmarreveshje investimi arbitrazhit te detyrueshem , ne

perputhje me zgjedhjen e bere nga shtetasi ose shoqeria sipas paragrafit 3 (A) (I), (II) dhe (III) ose me marreveshje te perbashket te te dyja Paleve ne mosmarreveshje sipas paragrafit 3 (A) (IV). Pranimi dhe paraqitja e mosmarreveshjes nga nje shtetas ose shoqeri sipas paragrafit 3 (A) duhet te permbushe kerkesat e:

(a) Kapitullit II te Konventes se ICSID (juridiksionin e Qendres) dhe Rregullat Lehtesues Ndhimese per renien dakort me shkrim te Paleve ne mosmarreveshje; dhe

(b) Neni II i Konventes se Kombeve te Bashkuara mbi Njohjen dhe Zbatimin e Vendimeve te Arbitrazhit te Huaj, bere ne New York me 10 Qershor 1958 per nje "Marreveshje me Shkrim".

5. Çdo arbitrazh sipas paragrafit 3 (A) (II), (III) ose (IV) do te behet ne nje Shtet qe eshte Pale e Konventes se Kombeve te Bashkuara mbi Njohjen dhe Zbatimin e Vendimeve te Arbitrazhit te Huaj, bere ne New York me 10 Qershor 1958.

6. Çdo vendim arbitrazhi ne perputhje me kete Nen do te jete perfundimtar dhe i detyrueshem per Palet ne mosmarreveshje. Sejcila Pale do te realizoje pa vonese kushtet e ketij vendimi dhe do te siguroje ne territorin e saj zbatimin e ketij vendimi.

7. Ne çdo proçedure qe ka te beje me nje mosmarreveshje investimi, nje Pale nuk mund te perdore si mbrojtje, kunderpadine, te drejten per te anuluar apo çdo arsye tjeter, per nje demshperblim apo kompensim per te gjithë apo nje pjese te demeve te deklaruara qe eshte marre ose do te merret sipas nje kontrate sigurimi ose garancie.

8. Per qellimet e Nenit 25(2) (B) te Konventes se ICSID dhe te ketij Neni , nje shoqeri e njeres Pale e cila menjehere para ndodhjes se ngjarjes ose ngjarjeve qe shkaktuan mosmarreveshjen e investimit, ishte nje investim i mbuluar, do te trajtohet si shoqeri e Pales tjeter.

NENI X

ZGJIDHJA E MOSMARREVESHJEVE MIDIS PALEVE

1. Çdo mosmarreveshje midis Paleve që ka të bëjë me inter pretimin ose zbatimin e Traktatit, e cila nuk është zgjidhur nepermjet konsultimeve apo kanaleve të tjera diplomatike, do t'i nënshtrohet me kërkesën se sejciles Pale një gjykatë arbitrazhi për vendim detyrues në përputhje me rregullat e zbatueshme të së drejtes nderkombetare. Në mungesë të një marreveshjeje nga palet në kundërshtim, do të veprojnë Rregullat e Arbitrazhit të UNCITRAL, me përjashtim të rasteve kur këta rregulla (A) janë ndryshuar nga Palet ose (B) janë ndryshuar nga arbitrat në rast se asnjëra nga Palet nuk kundërshton ndryshimet e propozuara.
2. Brenda dy muajve nga marrja e kërkesës, çdo Pale do të caktojë një arbiter. Dy arbitrat do të caktojnë një arbiter të tretë si Kryetar, i cili duhet të jetë shtetas i një vendi të tretë. Rregullat e Arbitrazhit UNCITRAL që zbatohen për caktimin e antarëve pjesëmarrës të komisionit prej 3 anëtarësh do të zbatohen sipas parimit "mutatis mutandis" për caktimin e komisionit arbitral, përveç rastit kur autoriteti caktohet sipas ketyre rregullave do të jetë Sekretari i Përgjithshëm i "Qendres".
3. Në qoftë se nuk është rënë dakord ndryshe, të gjitha parashtresat për gjykim dhe të gjitha seancat duhet të perfundohen brenda gjashtë muajve nga data e zgjedhjes së arbitrit të tretë, dhe komisioni arbitral duhet t'a japë vendimin e vet brenda dy muajve nga data e parashtresës perfundimtare apo nga data e mbylljes së seancave, ciladoqoftë nga ato e fundit.
4. Shpenzimet për kryetarin dhe arbitrat e tjere dhe shpenzimet e tjera të procedurave do të paguhën në mënyrë të barabartë nga Palet. Megjithatë, Komisioni arbitral, sipas gjykimit të vet, mund të urdherojë që njëra nga Palet të paguajë një pjesë me të madhe të shpenzimeve.

NENI XI

MBROJTJA E TE DREJTAVE

Ky Traktat nuk do te cenoje asnje nga praktikat e meposhteme qe u japin investimeve te mbuluara nje trajtim me te favorshem nga ai i dhene nga ky Traktat:

- (a) Ligjet dhe rregullat, praktikat administrative apo procedurat, apo vendimet administrative ose gjyqesore te njeres Pale;
- (b) Detyrimet ligjore nderkombetare; ose
- (c) Detyrimet e marra persiper nga njera Pale, duke perfshire ato qe permbahen ne nje autorizim investimi apo ne nje marreveshje investimi.

NENI XII

REFUZIMI I PERFITIMEVE

Secila Pale rezervon te drejten t'i mohojte nje shoqerie te Pales tjeter perfitimet nga ky Traktat ne rast se shtetasit e nje vendi te trete zoterojne ose kontrollojne shoqerine dhe

- (a) Pala e cila mohon te drejten nga perfitimet nuk mban marredhenie ekonomike normale me vendin e trete; ose
- (b) Shoqeria nuk ka aktivitete te rendesishme biznesi ne territorin e Pales sipas ligjeve te se ciles eshte themeluar ose organizuar.

NENI XIII

TAKSIMI

1. Asnje nga dispozitat e ketij Traktati nuk do te imponojne detyrime lidhur me ceshtjet e taksave pervec se :

- (a) Nenet III, IX dhe X do te zbatohen lidhur me shpronesimin; dhe
 - (b) Neni IX do te zbatohet lidhur me nje marreveshje investimi ose nje autorizim investimi.
2. Nje shtetas ose nje shoqeri qe verteton ne nje mosmarreveshje investimi se nje çeshtje taksimi ka perfshire nje shpronesim, mund ta parashtroje kete mosmarreveshje ne arbitrazh ne zbatim te Nenet IX (3) vetem ne rast se :
- (a) Shtetasi ose shoqeria e interesuar i eshte drejtuar se pari autoriteteve kompetente te taksimit te te dyja Paleve ne se çeshtja e problemit te taksave perfshin nje shpronesim; dhe
 - (b) Autoritetet kompetente te taksimit nuk kane percaktuar se bashku, brenda nente muajve nga data e referimit te çeshtjes nga shtetasi ose shoqeria, ne se problemi nuk perfshin nje shpronesim.

NENI XIV

MASA QE NUK PENGOHEN NGA KY TRAKTAT

1. Ky Traktat nuk do te pengoje nje Pale qe te zbatoje masa te nevojshme per plotesimin e detyrimeve te saja qe kane te bejne me ruajtjen apo vendosjen e paqes apo sigurimit nderkombetar, apo mbrojtjen e interesave te veta themelore te sigurimit.
2. Ky Traktat nuk do te pengoje nje Pale ne percaktimin e formaliteteve te veçanta lidhur me investimet e mbuluara, siç eshte kerkesa qe keto investime te krijohen ne menyre ligjore, sipas ligjeve dhe rregullave te kesaj Pale, ose nje kerkesa qe transferimet e valutes ose instrumentave te tjere monetare te raportohen, me kusht qe keto formalitete nuk do te pengojne thelbin e çdo te drejte te parashtruar ne kete Traktat.

NENI XV

APLIKIMI I KETIJ TRAKTATI PER NENDARJET POLITIKE DHE NDERMARRJET SHETERORE TE PALEVE

1. (a) Detyrimet e ketij Traktati do te zbatohen ne nendarjet politike te Paleve.

(b) Ne lidhje me trajtimin qe akordohet nga nje Shtet, Territor ose nen zoterimin e Shteteve te Bashkuara te Amerikes, trajtim kombetar do te thote trajtim jo me pak i favorshem se sa trajtimi i dhene ketu, ne situata te ngjashme, investimeve te shtetasve te Shteteve te Bashkuara te Amerikes qe jane rezidente ne te, dhe shoqerive te themeluara ligjerisht sipas ligjeve dhe rregullave te Shteteve te tjera, Territoreve ose nen zoterimin e Shteteve te Bashkuara te Amerikes.
2. Detyrimet e nje Pale sipas ketij Traktati do te zbatohen per ndermarrjen sheterore ne ushtrimin e çdo organi rregullator, administrativ ose organi tjeter qeveritar te deleguar atij nga ajo Pale.

NENI XVI

HYRJA NE FUQI, ZGJATJA DHE PERFUNDIMI

1. Ky Traktat do te hyje ne fuqi tridhjetete dite pas dates se kembimit te instrumentave te ratifikimit. Do te mbetet ne fuqi per nje afat prej dhjete vjetesh dhe do vazhdoje te jete ne fuqi deri sa te perfundohet ne perputhje me paragrafin (2). Ky do te zbatohet per investimet e mbuluara qe ekzistojne ne kohen e hyrjes se tij ne fuqi si dhe per investimet e bera apo te perftuara pas kesaj.
2. Njera Pale mund te kerkoje perfundimin e ketij Traktati ne fund te periudhes dhjete vjecare ose ne çdo kohe pas kesaj periudhe duke njoftuar me shkrim Palen tjeter nje vit perpara.
3. Per dhjete vjet nga data e shfuqizimit, te gjitha Nenet e tjera per investimet e mbuluara te krijuara ose perftuara

para dates se shfuqizimit do te qendrojne ne fuqi, pervec atyre Neneve te bera per krijimin dhe perftimin e investimeve te mbuluara.

4. Aneksi dhe Protokolli jane pjese perberese e Traktatit.

Ne deshmi si me siper, te plotfuqishmit perkates kane nenshkruar kete Traktat.

BERE ne dy kopje ne Washington me 11 Janar, 1995, ne gjuhen Angleze. Nje tekst ne gjuhen shqipe do te pergatitet dhe do te konsiderohet plotesisht autentik me shkembimin e notave diplomatike qe konfirmon perputhjen e tij me tekstin e gjuhes angleze.

PER QEVERINE E REPUBLIKES
SE SHQIPERISE

PER QEVERINE E SHTETEVE
TE BASHKUARA TE AMERIKES

A N E K S

1. Qeveria e Shteteve te Bashkuara te Amerikes mund te adoptoje ose te ruaj perjashtime ne detyrimin per te dhene trajtim kombetar ne investime te mbuluara ne sektoret ose per çeshtjet qe specifikohen me poshte:

Energjia atomike;komisioneret doganore; licencat per media-transmetim,transmetuesit e zakonshem, ose stacionet aeronautike te radios;COMSAT;subvensionet ose ndihmat, perfshire kredite e mbeshtetura nga Qeveria, garanci dhe sigurime; masa shteterore ose lokale te perjashtuara nga Neni 1102 i Marreveshjes se Tregtise se Lire te Amerikes se Veriut sipas Nenit 1108 po aty; shtrirjen e kablllove nenujore.

Trajtimi i kombit me te favorizuar do te akordohet per sektoret dhe çeshtjet e treguara me siper.

2. Qeveria e Shteteve te Bashkuara te Amerikes mund te miratoje ose te ruaj perjashtime ne detyrimin per te dhene trajtim kombetar dhe te kombit me te favorizuar ne investime te mbuluara, ne sektoret ose lidhur me çeshtjet qe specifikohen me poshte:

- Peshkim; transporti ajror dhe detar,dhe veprimtari qe lidhen me to; procese bankare, letra me vlere dhe sherbime te tjera financiare.

3. Qeveria e Shteteve te Bashkuara te Amerikes mund te pershtase ose te ruaje perjashtime ne detyrimin per te dhene trajtim kombetar ose te kombit me te favorizuar ne investime te mbuluara,me kusht qe perjashtimet ne trajtim sipas ketij traktati te mos rezultojne me pak te favorshme se sa trajtimi qe Qeveria e Shteteve te Bashkuara te Amerikes ka marre persiper ti jape sipas Marreveshjes se Tregtise se Lire te Amerikes se Veriut nje pale tjeter ne kete Marreveshje, per sektoret ose lidhur me çeshtjet e specifikuara me poshte:

- sigurimet.

4. Qeveria e Republikës së Shqipërisë mund të miratojë ose të ruajë përjashtime në detyrimin për të dhënë trajtim kombëtar ose të kombit me të favorizuar në investime të mbuluara në sektorët ose lidhur me çështjet e specifikuar më poshtë:

- pronesinë mbi token; veprimtari bankare; subvencione qeveritare.

Trajtimi i kombit me të favorizuar do të jepet në sektorët dhe çështjet e treguara më lart.

5. Sejcila Pale bie dakort të japë trajtim kombëtar në investime të mbuluara në sektorët si vijon:

- qiradhenie në tokat shtetërore për mineralet dhe për kalimin e tubacioneve.

PROTOKOLL

1. Lidhur me Nenin 8, Palet konfirmojne reciprokisht mirekuptimin e tyre qe sejcila Pale do te trajtoje çdo shkembim informacionesh konfidencial ose pronesor gjate konsultimeve, me te njejtat baza ashtu sic e ka parashikuar Pala qe sjell informacionin.
2. Lidhur me Nenin 13, Palet konfirmojne reciprokisht mirekuptimin e tyre qe asnjera nga Palet nuk ka detyrim qe te akordoje trajtim kombetar lidhur me çeshtjet e taksave, pervec se kur parashikohet ndryshe ne nje autorizim investimi ose ne nje marreveshje investimi.