

Bekendtgørelse af overenskomst af 26. november 2001 med Uganda om fremme og gensidig beskyttelse af investeringer

Den 26. november 2001 undertegnedes i Kampala en overenskomst mellem Danmark og Uganda om fremme og gensidig beskyttelse af investeringer.

Overenskomsten har følgende ordlyd:

Overenskomst mellem Kongeriget Danmarks regering og
Republikken Ugandas regering om fremme og gensidig
beskyttelse af investeringer

Agreement between the Government of the Kingdom of
Denmark and the Government of the Republic of Uganda
concerning the Promotion and Reciprocal Protection of
Investments

Præambel

Preamble

Kongeriget Danmarks regering og Republikken Ugandas regering,
herefter omtalt som de kontraherende parter,

The Government of the Kingdom of Denmark and the Government of
the Republic of Uganda, hereinafter referred to as the Contracting
Parties,

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,

DESIRING to create favourable conditions for investments in both
States and to intensify the co-operation between private enterprises
in both States with a view to stimulating the productive use of
resources,

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

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

ER BLEVET enige om følgende:

HAVE AGREED as follows:

Artikel 1

Article 1

Definitioner

Definitions

I denne overenskomst

For the purpose of this Agreement,

1. skal udtrykket »investering« omfatte enhver form for aktiver og i særdeleshed, men ikke udelukkende:
 - a) løsøre og fast ejendom såvel som enhver anden rettighed, såsom leasing-kontrakter, realkredit, tilbageholdelses- og panterrettigheder, forlods og kautionskrav og alle andre lignende rettigheder, et firma eller en virksomhed, eller andele, aktier eller andre former for deltagelse i et firma eller en virksomhed,
 - b) geninvesteret udbytte, fordringer på penge, ret til penge og enhver kontrakt der har en finansiel værdi, industrielle og intellektuelle ejendomsrettigheder, herunder ophavsrettigheder, patenter, firmanavne, teknologi, varemærker, goodwill, know-how og alle andre lignende rettigheder,
 - c) koncessioner eller andre rettigheder, som er tildelt ved lov eller kontrakt, herunder koncessioner til eftersøgning og udvinding af naturressourcer.
2. En ændring i den måde, hvorpå midler investeres, påvirker ikke deres karakter som investering.
3. Udtrykket »udbytte« skal betyde de beløb, som investeringen afkaster, omfattende især, men ikke udelukkende, fortjeneste, renter, kapitalgevinster, dividender, royalties eller honorarer.
4. Udbytte, og i tilfælde af reinvesteringsbeløb, der hidrører fra reinvesteringen, skal nyde samme beskyttelse som investeringen i overensstemmelse med denne aftale.
5. Udtrykket »investor« skal for begge kontraherende parters vedkommende betyde:

1. The term »investment« means every kind of asset 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 rights,
 - b) a company or business enterprise, or shares, stock or other forms of participation in a company or business enterprise and bonds and debt of a company or business enterprise,
 - c) returns reinvested, title to money or any contract having an economic value, industrial and intellectual property rights, including copyrights, patents, trade names, technology, trademarks, goodwill, know-how and any other similar rights,
 - d) concessions or other rights conferred by law or under contract, including concessions to search for, extract or exploit natural resources.
2. A change in the form in which assets are invested, does not affect their character as investments.
3. 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. Returns, and in case of reinvestment amounts yielded from the reinvestment, shall be given the same protection as the investment in accordance with the provisions of this Agreement
4. The term »investor« means with respect to each Contracting Party:

- a) Fysiske personer med statsborgerskab eller fast bopæl i en kontraherende part i overensstemmelse med denne parts gældende lov.
Enhver enhed etableret i overensstemmelse med og anerkendt som en juridisk person i henhold til loven i den kontraherende part, såsom selskaber, firmaer,
- b) sammenslutninger, finansieringsinstitutioner på udviklingsområdet, fonde eller lignende enheder, uanset om de har begrænset ansvar og om de måtte være rettet mod overskudsgivende virksomhed.
6. Udtrykket »territorium« skal for hver kontraherende part omfatte det territorium, som hører under dets suverænitet, såvel som maritime zoner og kontinentalskolen, over hvilke den kontraherende part udøver suveræne rettigheder eller jurisdiktion i henhold til folkeretten.

Artikel 2

Investeringsfremme og -beskyttelse

1. Hver kontraherende part skal i overensstemmelse med sine love og administrative praksis tillade investeringer fra den anden kontraherende parts investorer og fremme sådanne investeringer, herunder etableringen af repræsentationskontorer.
2. Investeringer fra investorer fra hver af de kontraherende parter skal til enhver tid nyde beskyttelse 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.
3. Hver kontraherende part skal overholde alle forpligtelser, den måtte have indgået vedrørende investeringer fra den anden kontraherende parts investorer.

Artikel 3

Investeringers behandling

1. Hver kontraherende part skal på sit territorium give investeringer foretaget af den anden kontraherende parts 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) Natural persons having the citizenship or nationality of, or who are permanently residing in each Contracting Party in accordance with its laws.
Any entity established in accordance with, and recognised as a legal person by the law of that Contracting Party, such as companies, firms, associations, development finance institutions,
- b) foundations or similar entities irrespective of whether their liabilities are limited and whether or not their activities are directed at profit.
6. The term »territory« means with respect to each Contracting Party the territory under its sovereignty as well as maritime zones and continental shelf over which the Contracting Party exercises sovereign rights or jurisdiction in accordance with international law.

Article 2

Promotion and Protection of Investments

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 the establishment of representative offices.
2. Investments of investors of each Contracting Party shall at all times enjoy protection 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.
3. 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 Investments

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

- 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, eller af hensyn til forsvaret, offentlig sikkerhed, orden, moral eller sundhed på et ikke-diskriminatorisk grundlag, med behørig retsgyldighed og mod en omgående, fyldestgørende og effektiv erstatning. 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«). Denne rimelige markedsværdi skal beregnes i en frit konvertibel valuta på basis af den gældende markedsvækselskurs for den pågældende valuta på vurderingsdagen. Erstatning skal betales omgående og skal indeholde renter til handelsværdi baseret på markedsniveau fra ekspropriationsdagen frem til betalingsdagen. 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.
- 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.
1. på den anden kontraherende parts territorium, medmindre det sker af hensyn til almenvellet, eller af hensyn til forsvaret, offentlig sikkerhed, orden, moral eller sundhed på et ikke-diskriminatorisk grundlag, med behørig retsgyldighed og mod en omgående, fyldestgørende og effektiv erstatning. 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«).
 2. Denne rimelige markedsværdi skal beregnes i en frit konvertibel valuta på basis af den gældende markedsvækselskurs for den pågældende valuta på vurderingsdagen. Erstatning skal betales omgående og skal indeholde renter til handelsværdi baseret på markedsniveau fra ekspropriationsdagen frem til betalingsdagen.
 3. 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.
 4. 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

- 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
1. på den anden kontraherende parts territorium, medmindre det sker af hensyn til almenvellet, eller af hensyn til forsvaret, offentlig sikkerhed, orden, moral eller sundhed på et ikke-diskriminatorisk grundlag, med behørig retsgyldighed og mod en omgående, fyldestgørende og effektiv erstatning. 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«).

- 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

- Investments of investors of each Contracting Party shall not be nationalised, expropriated or subjected to measures having effect equivalent to nationalisation or expropriation (hereinafter referred to as »expropriation«) in the territory of the other Contracting Party except for expropriations made for public use or in the interest of defence, public safety, public order, public morality or public health, on a basis of non-discrimination, carried out under due process of law, and against prompt, adequate and effective compensation. 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«). Such fair market value shall be calculated in a freely convertible currency on the basis of the market rate of exchange existing for that currency on the valuation date. Compensation shall be paid promptly and include interest at a commercial rate established on a market basis from the date of expropriation until the date of payment.
- 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.
- 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, including through shareholding, 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.
1. Investments of investors of each Contracting Party shall not be nationalised, expropriated or subjected to measures having effect equivalent to nationalisation or expropriation (hereinafter referred to as »expropriation«) in the territory of the other Contracting Party except for expropriations made for public use or in the interest of defence, public safety, public order, public morality or public health, on a basis of non-discrimination, carried out under due process of law, and against prompt, adequate and effective compensation. 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«).
 2. Such fair market value shall be calculated in a freely convertible currency on the basis of the market rate of exchange existing for that currency on the valuation date.
 3. Compensation shall be paid promptly and include interest at a commercial rate established on a market basis from the date of expropriation until the date of payment.
 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, including through shareholding, 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

- Investors of one Contracting Party whose investments in the territory of the other Contracting Party suffer losses owing to war or other armed conflict, revolution, a 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 to investors of any third State, whichever of these standards is the more favourable from the
1. Investors of one Contracting Party whose investments in the territory of the other Contracting Party suffer losses owing to war or other armed conflict, revolution, a 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 to investors of any third State, whichever of these standards is the more favourable from the

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 tilintetgørelse af sin investering eller dele deraf,
 - b) 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) den investerede kapital eller provenuet 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) skadesløsholdelse eller anden afgørelse, jfr. artikel 5 og 6.
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. Overførsler skal foretages i overensstemmelse med lovgivningen herom. Denne lovgivning skal ikke, hvad angår krav eller anvendelse, forringe eller begrænse den frie og uindskrænkede overførsel, der er tilladt i henhold til denne overenskomst.

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

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 situations 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.

Article 7

Transfer of Capital and Returns

1. Each Contracting Party shall with respect to investments in its territory by investors of the other Contracting Party allow the free transfer into and out of its territory of:
- a) the initial capital and any additional capital for the maintenance and development of an investment;
 - b) the invested capital or the proceeds from the sale or liquidation of all or any part of an investment;
 - c) interest, dividends, profits 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 Article 1, paragraph 1 (d), of this Agreement;
 - f) unspent earnings and other remuneration of personnel engaged from abroad in connection with an investment;
 - g) compensation, restitution, indemnification or other settlement pursuant to Articles 5 and 6.
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. Transfers shall be done in accordance with the legislation pertaining thereto. Such legislation shall not, regarding either the requirements or application thereof, impair or derogate from the free and unrestricted transfer allowed in terms of this Agreement.

Article 8

Subrogation

- 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 recognise:
- 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

designerede agent er berettiget til i kraft af subrogation at udøve investorens rettigheder og gennemføre investorens fordringer.

agency is entitled by virtue of subrogation to exercise the rights and enforce the claims of that investor.

Artikel 9

Article 9

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

Settlement of disputes between a Contracting Party and an investor of the other Contracting Party

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 tvisten ikke kan blive afgjort inden seks måneder efter datoen, hvor tvisten er blevet rejst af investoren gennem skriftlig notifikation til den kontraherende part, samtykker hver kontraherende part hermed til underkastelse af tvisten, efter investors valg, til afgørelse ved 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 Facility 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

1. Any dispute concerning an investment between an investor of one Contracting Party and the other Contracting Party shall, if possible, be settled amicably.
2. If the 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, each Contracting Party hereby consents to the submission of the dispute, at the investor's choice, for resolution by 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 of 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 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 (the New York Convention).
5. The consent given by each Contracting Party in paragraph (2) and the submission of the dispute by an investor 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 II of the Washington Convention (Jurisdiction of the Centre) and for the purpose of the Additional Facility 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 defence, 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

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

8. Intet i denne artikel skal udelukke en investor fra at søge rekurs til den kontraherende parts domstole hvor investeringen er foretaget.

Artikel 10

Bilægelse 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 om 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 fire (4) 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, 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 sted og et tidspunkt, der er opnået enighed om gennem diplomatiske kanaler.

Artikel 12

Overenskomstens anvendelsesområde

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

8. Nothing in this Article shall preclude an investor from seeking recourse to courts of law of the Contracting Party where the investment is located.

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 arbitral tribunal.
3. Such arbitral tribunal shall be constituted on an ad hoc 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 one Contracting Party has informed the other Contracting Party of its intention to submit the dispute to an arbitral tribunal and the chairman shall be appointed within four (4) 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 costs of its own member and of its legal representation in the arbitration proceedings. The costs of the chairman and the remaining costs shall be borne in equal parts by both Contracting Parties. The tribunal may, however, in its award determine another distribution of 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 of one of the Contracting Parties at a place and at a time agreed upon through diplomatic channels.

Article 12

Applicability of this Agreement

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

1. Denne overenskomst skal ikke gælde for Færøerne og Grønland
2. 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, medmindre den ene kontraherende part skriftligt meddeler den anden kontraherende part sin hensigt om at opsig 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 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 Kampala den 26. november 2001 på dansk og engelsk, idet begge tekster skal have samme gyldighed.

I tilfælde af uenighed om fortolkningen skal den engelske tekst have forrang.

For Kongeriget Danmarks regering
Flemming Bjørk Pedersen

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 divergences or disputes 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

1. This Agreement shall not apply to the Faroe Islands and Greenland.
2. 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 that 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 notifies 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 when the notice of termination of this Agreement becomes effective, the provisions of Articles 1 to 12 shall remain in force for a further period of ten years from that date.

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

DONE in duplicate at Kampala on 26 November 2001 in the Danish and English languages, both texts being equally authentic.

In the case of divergence of interpretation, the English text shall prevail.

For the Government of the Kingdom of Denmark
Flemming Bjørk Pedersen

For Republikken Ugandas regering
James Wapakhabulo

For the Government of the Republic of Uganda
James Wapakhabulo

Overenskomsten, der i henhold til artikel 14 ikke omfatter Færøerne og Grønland, trådte i medfør af artikel 15 i kraft den 19. oktober 2005.

Udenrigsministeriet, den 10. marts 2009

Per Stig Møller