A G R E E M E N T

BETWEEN

THE GOVERNMENT OF MALAYSIA

AND

THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF ROMANIA

ON

THE MUTUAL PROMOTION AND GUARANTEE OF INVESTMENTS

THE GOVERNMENT OF MALAYSIA AND THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF ROMANIA, hereinafter referred to as "Contracting Parties",

Desiring to foster and strengthen economic co-operation between the Two States,

Desiring to create favourable conditions for the investments which shall be made by investors of Malaysia in the territory of the Socialist Republic of Romania and by investors from the Socialist Republic of Romania in the territory of Malaysia.

Recognising that the guarantee of the investments, in accordance with the present Agreement, stimulates the initiative in this field,

Have agreed as follows:

ARTICLE I

For the purpose of this Agreement:

(1) "Investment" means any participation or contribution of any kindto an economic enterprise or undertaking, including goods and

financial means of the participants to the investment, and in particul but not exclusively:

(a) movable and immovable property rights as well as any other rights in rem, such as mortgages, liens, pledges, usufruct and similar rights as defined in accordance with the law of the Contracting Party in the territory of which the respective goods is situated;

(b) shares or any other form of participatory interest in companies;

(c) profits reinvested, claims to money or other rights relating to services having an economic value;

(d) industrial property rights, copyrights, royalties, technical processes, know-how, trade marks, goodwill and other similar incorporeal rights;

(e) business concessions under the law including concessions regarding the prospecting for, or the extraction or winning of natural resources.

(2) The term "investment" shall refer to all investments made by investors of one Contracting Party in the territory of the other Contracting Party which are approved in writing by the competent authorities in accordance with the national legislation and the administrative practices

of the latter Contracting Party. Any alteration of the form in which assets are invested shall not affect their classification as investments, provided that such alteration is not contrary to the approval given with regard to the assets originally invested.

(3) "Returns" means the amounts yielded by an investment, and in particular, though not exclusively, shall include profits, capital gains, dividens or royalties.

(4) "Investors" means:

(a) in respect of Malaysia, any company with a limited liability incorporated in the territory of Malaysia or any association of persons lawfully constituted in accordance with its legislation and as approved by the Malaysian Government to invest in the Socialist Republic of Romania;

(b) in respect of the Socialist Republic of Romania, Romanian economic units having legal personality.

(5) "Nationals" means:

(a) in respect of Malaysia, a person who is a citizen according to its Constitution;

(b) in respect of the Socialist Republic of Romania, a person who is a Romanian citizen according to the Romanian Law.

..1/-

ARTICLE 2

(1) Each Contracting Party shall encourage in its territory the investments of the investors of the other Contracting Party.

(2) Each Contracting Party agrees to admit the investment of investors of the other Contracting Party in accordance with its legislation and administrative practices and such investment shall enjoy protection and guarantees as may be provided in this Agreement.

ARTICLE 3

(1) Investments or investors of either Contracting Party in the territory of the other Contracting Party shall not be subject to treatment less favourable than that accorded to investments or investors of any third State.

(2) Notwithstanding the provisions of paragraph (1) of this Article, the Contracting Party, which has concluded with one or more other States, an agreement regarding the formation of an economic or a custom union, free trade area, or a regional economic organisation shall be free to grant a more favourable treatment to investments by investors of the State or States which are also parties to the said Agreement or by investors of some of these States.

ARTICLE 4

(1) The investments made by investors of either Contracting Party in

the territory of the other Contracting Party shall not be expropriated or subjected to other measures having a similar effect except for a public purpose and against prompt, adequate and effective compensation. Such compensation should correspond to the fair value of the investment on the date of expropriation, be effectively realisable, freely transferable and paid without undue delay. The amount of compensation shall be subject to review by due process of law in the territory of the Contracting Party in which the investment has been expropriated.

(2) If a dispute between an investor and the Contracting Party in the territory of which the investment has been made, with regard to the amount of compensation, continues to exist after the exhaustion of all local administrative and judical remedies in the country in which the investment has been made, any of them is entitled to submit the dispute, for conciliation or arbitration, to the International Centre for the Settlement of Investment Disputes, according to procedure provided for in the Convention for the Settlement of Investment Disputes between States and Nationals of other States, opened for signature at Washington on 18 March 1965.

(3) Investors of one Contracting Party whose investments have suffered losses due to war or to other armed conflict or state of national emergency in the territory of the other Contracting Party, shall be accorded by the latter Contracting Party, as regards restitution, indemnity, compensation or other settlement, a treatment no less favourable than that granted to investors of any third State.

ARTICLE 5

(1) Each Contracting Party shall, subject to its laws and regulations, allow without undue delay, in respect of the investments to the other Contracting Party, the transfer of:

(a) net profits, dividends, royalties payments for technical assistance and fees received for technical services performed, as well as of any other current income, yielded from any investment of the investors of the other Contracting Party;

(b) the proceeds of the total or partial sale or liquidation of the investment;

(c) the payments of interest due and the repayment of the loans for investments;

(d) the earnings of nationals of a Contracting Party who are allowed to work in the framework of an investment made in the territory of the other Contracting Party.

(2) Each Contracting Party shall issue, after fulfilment of the legal obligations which are incumbent to investors, the necessary licences, in order to ensure the execution without delay of the transfers mentioned in paragraph (1) of the present Article.

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ARTICLE 6

(1) Each Contracting Party recognises the subrogation of the other Contracting Party which has made payments to its own investors who have invested in the territory of the other Contracting Party, under the guarantee of the present Agreement, in all rights and obligations that the said investors held under it.

(2) The paying Contracting Party shall not under the paragraph (1) above obtain any rights or assume any obligations other or greater than those of the insured investor.

(3) The subrogated Contracting Party can assert the rights and claims and exercise the activities to the same extent and within the same limits as its predecessor in title.

ARTICLE 7

(1) Transfer of currency according to Articles 4,5 and 6 shall be made without undue delay at the rate of exchange in force for current transactions on the date of transfer.

(2) The currency to be used for transfers under paragraph (1) above shall refer to the United States Dollars, Pound Sterling, Deutschemark, French Franc, Japanese Yen or any other currency for which there are ready buyers in exchange for one of the currencies specified above.

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ARTICLE 8

(1) Disputes between the Contracting Parties concerning the interpretation or application of this Agreement should, if possible be settled by the two Contracting Parties.

(2) If a dispute cannot thus be settled within a period of six months following the request for such negotiations, it shall, upon the request of either Contracting Party, be submitted to an arbitral tribunal.

(3) Such arbitral tribunal shall be established in each individual case, each Contracting Party appointing one member, and those two members shall then agree upon a national of a third country as their Chairman to be appointed by the two Contracting Parties. Such members shall be appointed within two months, and such Chairman within four months, after either Contracting Party has made known to the other Contracting Party that it desires the dispute to be submitted to an arbitral tribunal.

(4) If the arbitral tribunal is not constituted within the period specified in paragraph (3) above and no extension of the period has been agreed to by both Contracting Parties and in the absence of any other arrangement for the settlement of the dispute, either Contracting Party may invite the President of the International Court of Justice to make the necessary appointments. If the President is a national of either Contracting Party or if he is otherwise incapacitated from discharging his function, the Vice-President should make the necessary appointments. If the Vice-President is a national of either Contracting Party or if he

too is incapacitated from discharging his function, the Member of the International Court of Justice next in seniority who is not a national of either Contracting Party should make the necessary appointments.

(5) The arbitral tribunal shall base its decision on the provisions of the present Agreement as well as on the general principles and rules of international law. Before the arbitral tribunal gives its decision, it may at any state of the proceedings propose to the Parties an amicable settlement.

(6) The arbitral tribunal shall reach its decision by a majority of votes. Such decision shall be binding. Each Contracting Party shall bear the costs of the arbitrator it has appointed and of its representation in the arbitral proceedings; the cost of the Chairman and the remaining costs shall be borne in equal parts by both Contracting Parties.

(7) In all other respects, the arbitral tribunal shall determine its own procedure.

ARTICLE 9

(1) The present Agreement shall be submitted for ratification according to the constitutional procedure of each State and shall enter into force on the 30th day after the date of exchange of the instruments of ratification.

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(2) This Agreement shall remain in force for a period of ten years and shall continue in force thereafter unless, after the expiry of the initial period of ten years, either Contracting notifies in writing the other Contracting Party of its intention to terminate this Agreement. The notice of termination shall become effective one year after it has been received by the other Contracting Party.

(3) In respect of investments made prior to the date when the notice of termination of this Agreement becomes effective, the provisions of this Agreement shall remain in force for a further period of ten years from that date.

Done at Kuala Lumpur this 26th day of November 1982 in two originals, each in Bahasa Malaysia, Romanian Language and English Language, all texts being equally authentic. In case of differences of interpretation the text in the English Language shall be considered as the text of reference.

FOR THE GOVERNMENT OF MALAYSIA

FOR THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF ROMANIA

AGREEMENT

BETWEEN

THE GOVERNMENT OF MALAYSIA

AND

THE GOVERNMENT OF ROMANIA

FOR THE PROMOTION AND RECIPROCAL PROTECTION OF INVESTMENTS

The Government of Malaysia and the Government of Romania, hereinafter referred to as the "Contracting Parties";

Desiring to expand and deepen economic and industrial co-operation on a long term basis and, in particular, to create favourable conditions for investments by investors of one Contracting Party in the territory of the State of the other Contracting Party;

Recognising the need to protect investments by investors of both Contracting Parties and to stimulate the flow of investments and individual business initiative with a view to fostering the economic prosperity of both Contracting Parties;

Have agreed as follows:

Article 1

Definitions

1. For the purpose of this Agreement:

(a) "investments" means every kind of asset and in particular, though not exclusively, includes:

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

(ii) shares, stocks and debentures of companies or interests in the property of such companies;

(iii) a claim to money or a claim to any performance having financial value;

(iv) intellectual property rights, including rights with respect to copyrights, patents, trademarks, tradenames, industrial designs, technical processes, as well as know-how or goodwill;

(v) business concessions conferred by law or under contract, including concessions to search for, cultivate, extract or exploit natural resources;

(b) "returns" means the amount yielded by an investment and in particular, though not exclusively, includes profit, interest, capital gains, dividends, royalties or fees;

(c) "investor" means:

(i) any natural person possessing the citizenship of the Contracting Party in accordance with its laws; or

(ii) any corporation, partnership, trust, joint-venture, organisation or association incorporated or duly constituted in accordance with applicable laws of that Contracting Party;

(d) "territory" means:

(i) with respect to Romania, the territory of Romania including the territorial sea, as well as the exclusive economic zone over which Romania exercises, in accordance with internal and international law, sovereignty, sovereign rights or jurisdiction; and

(ii) with respect to Malaysia, all land territory comprising the Federation of Malaysia, the territorial sea, its bed and subsoil and airspace above;

(e) "freely usable currency" means the United States dollar, pound sterling, Deutschemark, French franc, Japanese yen or any other currency that is widely used to make payments for international transactions and widely traded in the international principal exchange markets.

2. (i) The term "investments" referred to in paragraph 1 (a) shall only refer to all investments that are made in accordance with the laws, regulations and guidelines issued by each Contracting Party.

(ii) Any alteration of the form in which assets are invested shall not affect their classification as investments, provided that such alteration is not contrary to the approval, if any, granted in respect of the assets originally invested.

Article 2

Promotion and Protection of Investments

1. Each Contracting Party shall encourage and create favourable conditions for investors of the other Contracting Party to invest capital in its territory and, in accordance with its laws, regulations and guidelines, shall admit such investments.

2. Investments of investors of each Contracting Party shall at all times be accorded equitable treatment and shall enjoy full adequate protection and security in the territory of the other Contracting Party.

Article 3

Most-Favoured-Nation Provisions

1. Investments made by investors of either Contracting Party in the territory of the other Contracting Party shall receive treatment which is fair and equitable, and not less favourable than that accorded to investments made by investors of any third State.

2. 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, not less favourable than that which the latter Contracting Party accords to investors of any third State.

3. The provisions of this Agreement relative to the granting of treatment not less favourable than that accorded to the investors 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) any existing or future customs union or free trade area or a common market or a monetary union or similar international agreement or other forms of regional co-operation to which either 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 4

Expropriation

Each Contracting Party shall not take any measures of expropriation, nationalisation or any other dispossession, having effect equivalent to expropriation or nationalisation against the investments of an investor of the other Contracting Party except under the following conditions:

(a) the measures are taken for a lawful purpose or public purpose and under due process of law;

(b) the measures are non-discriminatory;

(c) the measures are accompanied by provisions for the payment of prompt, adequate and effective compensation. Such compensation shall amount to the fair market value immediately before the measure of dispossession became public knowledge. Such market value shall be determined in accordance with internationally acknowledged practices and methods or, where such fair market value cannot be determined, it shall be such reasonable amount as may be mutually agreed between the Contracting Party and the investor of the other Contracting Party and it shall be freely transferable in freely usable currencies. Any unreasonable delay in payment of compensation shall carry an interest at prevailing commercial rate as agreed upon by both parties unless such rate is prescribed by law.

Article 5

Repatriation with respect to Investments

1. Each Contracting Party shall, subject to its laws, regulations and guidelines, in respect to investments by investors of the other Contracting Party, allow without unreasonable delay the transfer of:

(a) the net profits, dividends, royalties, technical assistance and technical fees, interest and other current income, accruing from any investment of the investors of the other Contracting Party;

(b) the proceeds from the total or partial liquidation of any investment made by investors of the other Contracting Party;

(c) funds in repayment of borrowings/loans given by investors of one Contracting Party to the investors of the other Contracting Party which both Contracting Parties have recognised as investment; and

(d) the earnings and other compensation of investors of the other Contracting Party who are employed and allowed to work in connection with an investment in the territory of the other Contracting Party.

2. To the extent that the investor of either Contracting Party has not made another arrangement with the appropriate authorities of the other Contracting Party in whose territory the investment is situated, currency transfer made pursuant to paragraph 1 of this Article shall be permitted in the currency of the original investments or any other freely usable currency.

3. The exchange rates applicable to such transfer in paragraph 1 of this Article shall be the rate of exchange prevailing at the time of remittance.

4. The Contracting Parties undertake to accord to the transfers referred to in paragraph 1 of this Article a treatment as favourable as that accorded to the transfer originating from investments made by investors of any third State.

Article 6

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

1. Any disputes arising between a Contracting Party and an investor of the other Contracting Party which involve:

(i) an obligation entered into by that Contracting Party with the investor of the other Contracting Party regarding an investment by such investor, or

(ii) an alleged breach of any right conferred or created by this Agreement with respect to an investment by such investor,

shall be resolved amicably, through consultation and negotiation.

2. In the event that such a dispute cannot be settled amicably within six (6) months from the date of the written notification of such dispute, the investor may refer the dispute either to:

(a) the competent court of the Contracting Party in the territory of which the investment has been made; or

(b) the International Centre for Settlement of Investment Disputes (ICSID) provided for by the Convention on the Settlement of Investment Disputes between States and Nationals of other States, opened for signature at Washington D.C., on 18 March 1965; or

(c) an ad-hoc arbitral tribunal which, unless otherwise agreed upon by the parties to the dispute, shall be established under the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL).

3. Each Contracting Party hereby consents to the submission of an investment dispute to international conciliation or arbitration.

4. The Contracting Party which is a party to the dispute shall, at no time whatsoever during the procedures involving investment disputes, assert as a defence its immunity or the fact that the investor has received compensation under an insurance contract covering the whole or part of the incurred damage or loss.

Article 7

Settlement of Disputes between the Contracting Parties

1. Disputes between the Contracting Parties concerning the interpretation or application of this Agreement should, if possible, be settled through diplomatic channels.

2. If a dispute between the Contracting Parties cannot thus be settled within six months, it shall, upon the request of either Contracting Party, be submitted to an arbitral tribunal.

3. Such an arbitral tribunal shall be constituted for each individual case in the following way:

Within two months of the receipt of the request for arbitration, each Contracting Party shall appoint one member of the tribunal. Those two members shall then select a citizen of a third State who, on approval by the two Contracting Parties, shall be appointed Chairman of the tribunal. The Chairman shall be appointed within two months from the date of appointment of the other two members.

4. If within the periods specified in paragraph 3 of this Article the necessary appointments have not been made, either Contracting Party may, in the absence of any other agreement, invite the President of the International Court of Justice to make any necessary appointments. If the President is a citizen of either Contracting Party or if he is otherwise prevented from discharging the said function, the Vice-President shall be invited to make the necessary appointments. If the Vice-President is a citizen of either Contracting Party or if he too is prevented from discharging the said function, the member of the International Court of Justice next in seniority who is not a citizen of either Contracting Party, shall be invited to make the necessary appointments.

5. The arbitral tribunal shall reach its decision by a majority of votes. Such decision shall be binding on both Contracting Parties. Each Contracting Party shall bear the cost of its own member of the tribunal and of its representation in the arbitral proceedings; the cost of the Chairman and the remaining costs shall

be borne in equal parts by the Contracting Parties. The tribunal shall determine its own procedure.

Article 8

Subrogation

If a Contracting Party makes a payment to any of its investors under a guarantee it has granted in respect to an investment, the other Contracting Party shall, without prejudice to the rights of the former Contracting Party under Article 6, recognise the transfer of any right or title of such investor to the former Contracting Party and the subrogation of the former Contracting Party to any right or title.

Article 9

Application to Investments

This Agreement shall apply to investments made in the territory of either Contracting Party in accordance with its legislation, regulations or guidelines by investors of the other Contracting Party prior to, as well as after the entry into force of this Agreement. However, the Agreement shall not apply to disputes that have arisen before its entry into force.

Article 10

Application of other Provisions

1. If the legislation of either Contracting Party entitles investments by investors of the other Contracting Party to treatment more favourable than is provided for by this Agreement, such legislation shall, to the extent that it is more favourable, prevail over this Agreement.

2. Each Contracting Party shall observe any other obligation it has assumed with regard to investments in its territory by investors of the other Contracting Party.

Article 11

Consultation and Amendment

1. Each Contracting Party may request that a consultation be held on any matter that both Contracting Parties agree to discuss.

2. This Agreement may be amended at any time, if it is deemed necessary, by mutual consent.

Article 12

Final Provisions

1. This Agreement shall enter into force thirty (30) days after the later date on which the Contracting Parties have notified each other that their legal requirements for the entry into force of this Agreement have been fulfilled. The later date shall refer to the date on which the last notification letter is sent.

2. This Agreement shall remain in force for a period of ten (10) years, and shall continue to be in force, unless terminated in accordance with paragraph 3 of this Article.

3. Either Contracting Party may, by giving six (6) months written notice to the other Contracting Party, terminate this Agreement at the end of the initial ten (10) year period or anytime thereafter.

4. With respect to investments made or acquired prior to the date of termination of this Agreement, the provisions of all of the other Articles of this Agreement shall continue to be effective for a period of ten (10) years from such date of termination.

5. Upon the coming into force of this Agreement, the Agreement between the Government of Malaysia and the Government of the Socialist Republic of Romania on the Mutual Promotion and Guarantee of Investments (the "earlier agreement") signed on 26th day of November, 1982, shall be terminated.

However, the provisions of the earlier agreement shall continue to apply to any disputes that may have arisen before the entry into force of this Agreement.

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

Done in duplicate at Bucharest this 25 day of June 1996, in Bahasa Malaysia, Romanian and English languages, all texts being equally authentic. In case of any divergency of interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF MALAYSIA	FOR THE GOVERNMENT OF ROMANIA
Rafidah Aziz	Florin Georgescu
Minister of International Trade and Industry	Minister of State Minister of Finance

PROTOCOL
BETWEEN
THE GOVERNMENT OF ROMANIA AND
THE GOVERNMENT OF MALAYSIA
TO AMEND *THE AGREEMENT BETWEEN THE GOVERNMENT OF ROMANIA AND THE GOVERNMENT OF MALAYSIA FOR THE PROMOTION AND PROTECTION OF INVESTMENTS, SIGNED IN BUCHAREST, ON JUNE 25, 1996*

The Government of Romania and the Government of Malaysia, hereinafter referred to as the "Contracting Parties";

Acknowledging that Romania, pursuant to Article 307 of the Treaty establishing the European Community and Article 6.10 of its Act of Accession to the European Union, must take all appropriate steps to eliminate incompatibilities between the Community Law and its other international treaties, including the Agreement between the Government of Romania and the Government of Malaysia for the Promotion and Protection of Investments, signed in Bucharest on June 25, 1996 (hereinafter referred as "the Agreement");

Noting the necessity to amend the Agreement pursuant to its Article 11(2),

Have agreed to conclude the following Protocol thereto:

ARTICLE I

Article 1 shall be amended by replacing sub-paragraph 1(e) with the following:

"1(e) "freely usable currency" means any currency that is widely used to make payments for international transactions and widely traded in the international principal exchange markets."

ARTICLE II

Article 2 shall be amended as follows:

"1. Each Contracting Party shall encourage and create favourable conditions for investors of the latter Contracting Party to make investments in its territory and, in accordance with its laws, regulations and national policies, shall admit such investments.

2. Without prejudice to the measures adopted by the European Union, which are obligatory for Romania, investments of investors of each Contracting Party shall at all times be accorded equitable treatment and shall enjoy full and adequate protection, and security in the territory of the other Contracting Party."

ARTICLE III

Article 3 shall be amended as follows:

(a) The title of Article 3 shall read as "Most Favoured Nation Treatment".

(b) Paragraph 3 shall read as follows:

"3. The provisions of this Agreement relating to the granting of treatment not less favourable than that accorded

to the investors 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, accorded by the former Contracting Party to its own investors and investors of any third state by virtue of its membership in any:

(a) existing or future customs union or free trade area or a common market or a monetary and economic union or similar international agreement or other forms of regional cooperation; or

(b) international agreement or arrangement relating wholly or mainly to taxation or any domestic legislation relating wholly or mainly to taxation."

ARTICLE IV

Article 5 shall be amended as follows:

(a) Title of Article 5 shall read as "Transfer".

(b) The chapeau of Paragraph 1 shall read as follows:

"1. Without prejudice to the measures adopted by the European Union, which are obligatory for Romania, and in accordance with the Contracting Parties' commitments under the Articles of the Agreements of the International Monetary Fund, each Contracting Party shall, subject to its laws, regulations and national policies, in respect of investments by investors of the other Contracting Party, allow without unreasonable delay, the transfer of:"

ARTICLE V

This Protocol shall form an integral part of the Agreement and shall be subject to constitutional procedures required by the national laws of the Contracting Parties.

ARTICLE VI

This Protocol shall enter into force on the date of receipt of the last notification by which the Contracting Parties shall communicate with each other that their internal legal procedures for its entry into force have been completed and shall remain in force as long as the Agreement shall remain in force.

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

Done in duplicate at Kuala Lumpur this 28 day of April 2006 in Romanian, Bahasa Malaysia and English languages, all texts being equally authentic. In case of any divergence in interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF ROMANIA	FOR THE GOVERNMENT OF MALAYSIA
.....	.....

PROTOKOL
ANTARA
KERAJAAN MALAYSIA DENGAN
KERAJAAN ROMANIA UNTUK MEMINDA
PERJANJIAN ANTARA KERAJAAN ROMANIA DENGAN
KERAJAAN MALAYSIA BAGI PENGGALAKAN
DAN PERLINDUNGAN PELABURAN,
YANG DITANDATANGANI
DI BUCHAREST, PADA 25 JUN, 1996

Kerajaan Romania dan Kerajaan Malaysia kemudian daripada ini disebut "Pihak-Pihak Pejanji",

Mengakui bahawa Romania, menurut Perkara 307 Triti yang menubuhkan Komuniti Eropah dan Perkara 6.10 dalam "*Act of Accession to the European Union*", mesti mengambil segala langkah untuk menghapuskan ketidaksesuaian antara *Undang-Undang Komuniti dengan Triti* antarabangsanya yang lain, termasuk Perjanjian antara Kerajaan Romania dengan Kerajaan Malaysia bagi Penggalakan dan Pelindungan Pelaburan, yang ditandatangani di Bucharest pada 25 Jun 1996 (kemudian daripada ini disebut "Perjanjian");

Mengambil kira keperluan untuk meminda Perjanjian ini menurut Perkara II(2)nya,

Telah bersetuju untuk membuat Protokol yang berikut kepada Perjanjian ini:

PERKARA I

Perkara 1 hendaklah dipinda dengan menggantikan subperenggan 1(e) dengan yang berikut:

"1(e) "mata wang yang boleh digunakan dengan bebas" ertinya apa-apa mata wang yang digunakan secara meluas untuk membuat pembayaran bagi transaksi antarabangsa dan yang didagangkan secara meluas dalam pasaran pertukaran utama antarabangsa.".

PERKARA II

Perkara 2 hendaklah dipinda seperti yang berikut:

"1. Setiap Pihak Pejanji hendaklah menggalakkan dan mewujudkan keadaan yang baik bagi Pelabur Pihak Pejanji yang disebut kemudian untuk membuat pelaburan di dalam wilayahnya dan, mengikut undang-undang, peraturan-peraturan dan dasar negaranya, hendaklah menerima masuk pelaburan itu.

2. Tanpa menjejaskan langkah-langkah yang diterima pakai oleh Kesatuan Eropah, yang diwajibkan kepada Romania, pelaburan oleh pelabur setiap Pihak Pejanji hendaklah pada setiap masa, diberikan layanan yang saksama dan hendaklah menikmati perlindungan sepenuhnya dan secukupnya dan keselamatan di dalam wilayah Pihak Pejanji yang satu lagi.".

PERKARA III

Perkara 3 hendaklah dipinda seperti yang berikut:

(a) Tajuk Perkara 3 akan dibaca sebagai "Layanan Negara Paling Diutamakan".

(b) Perenggan 3 hendaklah dibaca seperti yang berikut:

"3. Peruntukan Perjanjian ini yang berhubungan dengan pemberian layanan yang tidak kurang baiknya daripada layanan yang diberikan kepada pelabur mana-mana Negara ketiga, tidak boleh ditafsirkan sebagai mewajibkan satu Pihak Pejanji supaya memberi pelabur Pihak Pejanji yang satu lagi faedah apa-apa layanan, keutamaan atau keistimewaan, yang diberikan oleh Pihak Pejanji yang mula-mula disebut kepada pelabur mereka sendiri dan pelabur mana-mana Negara ketiga oleh sebab keanggotaannya dalam apa-apa:

(a) kesatuan kastam atau kawasan perdagangan bebas yang sedia ada atau sesuatu pasaran bersama atau kesatuan matawang atau ekonomi atau perjanjian antarabangsa yang seumpamanya atau bentuk lain kerjasama serantau ; atau

(b) Perjanjian atau perkiraan antarabangsa yang berhubungan secara keseluruhannya atau sebahagian besarnya dengan percukaian atau apa-apa perundangan domestik yang berhubungan secara keseluruhannya atau sebahagian besarnya, dengan percukaian.".

PERKARA IV

Perkara 5 hendaklah dipinda seperti yang berikut:

(a) Tajuk Perkara 5 hendaklah dibaca sebagai "Pemindahan".

(b) Ayat permulaan Perenggan 1 hendaklah dibaca seperti yang berikut:

"1. Tanpa menjejaskan langkah-langkah yang diterima pakai oleh Kesatuan Eropah yang diwajibkan kepada

Romania, dan mengikut komitmen Pihak-Pihak Pejanji di bawah Perkara Perjanjian *Kumpulan Wang Antarabangsa*, setiap Pihak Pejanji hendaklah tertakluk kepada undang-undang, peraturan-peraturan dan dasar negaranya, berkenaan dengan pelaburan oleh pelabur Pihak Pejanji yang satu lagi, membenarkan tanpa kelengahan yang tidak munasabah, pemindahan:".

PERKARA V

Protokol ini hendaklah menjadi bahagian penting Perjanjian ini dan hendaklah tertakluk kepada tatacara perlembagaan yang dikehendaki oleh undang-undang negara Pihak-Pihak Pejanji.

PERKARA VI

Protokol ini hendaklah mula berkuat kuasa pada tarikh penerimaan pemberitahuan yang terakhir yang Pihak-Pihak Pejanji hendaklah memberitahu satu sama lain bahawa tatacara perundangan dalaman bagi permulaan kuat kuasa telah selesai dan hendaklah terus berkuat kuasa.

PADA MENYAKSIKAN HAL YANG TERSEBUT DI ATAS, yang bertandatangan di bawah ini, yang diberi kuasa dengan sewajarnya oleh Kerajaan mereka masing-masing, telah menandatangani Protokol ini.

Dibuat dalam dua salinan di Kuala Lumpur pada 28 haribulan April 2006 dalam bahasa Romania, bahasa Melayu dan bahasa Inggeris, kesemua teks sama sahnya. Jika terdapat apa-apa perbezaan dalam pentafsiran, teks Perjanjian ini, teks bahasa Inggeris hendaklah terpakai.

BAGI PIHAK KERAJAAN ROMANIA	BAGI PIHAK KERAJAAN MALAYSIA
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