AGREEMENT BETWEEN THE GOVERNMENT OF THE RUSSIAN FEDERATION AND THE GOVERNMENT OF THE STATE OF QATAR ON THE PROMOTION AND MUTUAL PROTECTION OF INVESTMENTS

The Russian Federation and the Government of the State of Qatar, hereinafter referred to as the Contracting Parties,

Desiring to create favorable conditions for investment by investors of one Contracting Party in the territory of the other Contracting Party,

Recognizing that the promotion and reciprocal protection of investments under this Agreement will stimulate the flow of capital and the development of mutually beneficial trade-economic and scientific-technical cooperation, have agreed to the following:

Article 1. Definitions

For the purposes of this Agreement, the following definitions shall mean:

1) "investor" (in respect of each of the Contracting Parties):

a) any natural person who is a citizen of that Contracting Party;

b) any legal entity created or organized in accordance with the laws of that Contracting Party and having their location in the territory of that Contracting Party;

c) The Contracting Parties and their competent authorities.

2) "Investment" - every kind of asset, invested by an investor of one Contracting Party in the territory of the other Contracting Party in accordance with the legislation of the latter Contracting Party, and in particular:

a) movable and immovable property and other property rights, such as mortgage, pledge and guarantee;

b) shares, stocks, bonds and other forms of equity participation in the capital of commercial organizations;

c) the right to claim for the money invested to create economic value or that have an economic value and associated with an investment;

d) exclusive rights to intellectual property: copyrights, patents, industrial designs, models, trademarks or service marks, technology, information having a commercial value, and know-how;

e) the right to carry out business activities conferred by law or contract, including, in particular, related to the exploration, development, production and exploitation of natural resources.

No change in the form of investment does not affect their qualification as investments if such change is not contrary to the law of the Contracting Party in whose territory the investment is made.

3) "Income" - funds received from the investment and, in particular, capital gains, royalties, profits, dividends, interest, reinvested earnings, royalties and other fees.

4) "territory of a Contracting Party" means:

a) For the State of Qatar: land and inland waters of the State of Qatar, the territorial sea, including the seabed and subsoil, the air space over them, the exclusive economic zone and continental shelf, over which the State of Qatar exercises sovereign rights and jurisdiction in accordance with international law and national laws and other normative legal acts of the State of Qatar;

b) in respect of the Russian Federation: the territory of the Russian Federation, as well as its exclusive economic zone and continental shelf, defined in accordance with the UN Convention on the Law of the Sea (1982).

5) "The law of the Contracting Party" - laws and other normative legal acts of the Russian Federation or the laws and other normative legal acts of the State of Qatar.

Article 2. Scope of the Agreement

This Agreement shall apply to all investments, made by investors of one Contracting Party in the territory of the other Contracting Party in accordance with the legislation of the latter Contracting Party after the entry into force of this Agreement.

Article 3. Promotion and Protection of Investments

1. Each Contracting Party shall endeavor to create favorable conditions for investors of the other Contracting Party to make investments in its territory and admit such investments in accordance with its legislation.

2. Each Contracting Party shall ensure, in accordance with its legislation full protection on its territory of investments and returns of investors of the other Contracting Party.

Article 4. Investment Protection

1. Each Contracting Party shall ensure in its territory fair and equitable treatment to investments and returns of investors of the other Contracting Party in respect of the ownership, use and disposal of such investments and returns.

2. According to paragraph 1 of this Article, it should be not less favorable than that accorded to the investments its own investors or investments of investors of any third state, depending on which of them, in view of the investor, is more favorable.

3. Each Contracting Party reserves the right to apply and to introduce, in accordance with its legislation exceptions to the national treatment to foreign investors and their investments, including reinvested capital.

4. The provisions of paragraphs 1 and 2 of this article with respect to should not MFN construed so as to oblige one Contracting Party to extend to investments of investors of the other Contracting Party the benefit of any treatment, preference or privilege which may be granted to the former Contracting Party:

a) in connection with its participation in a free trade area, customs union, monetary union, common market or any similar economic integration entities or any international agreements, leading to the creation of such associations or unions;

b) on the basis of any international agreement or arrangement relating wholly or in part to taxation issues.

5. Without prejudice to the provisions of Articles 5, 6 and 9 of this Agreement, the Contracting Parties are not obliged to provide in accordance with this Agreement, the more favorable treatment than that accorded by each Contracting Party in accordance with the Agreement Establishing the World Trade Organization (WTO) of 15 April 1994, including the commitments to the General agreement on trade in services (GATS), as well as in accordance with any other multilateral agreement relating to investment regime, which members of both Contracting Parties.

Article 5. Expropriation

1. Investments of investors of one Contracting Party made in the territory of the other Contracting Party shall not be expropriated, nationalized or subjected to compulsory withdrawal is equivalent in its consequences to expropriation or nationalization (hereinafter referred to as - expropriation), except in cases where these measures are carried out in public interests and in accordance with the procedure established by the legislation of the latter Contracting Party, are not discriminatory and entail the payment of prompt, adequate and effective compensation.

2. The compensation shall correspond to the market value of the expropriated investments, calculated on the date immediately preceding the date of expropriation or the date when it became common knowledge about the impending expropriation, depending on which event occurs first. Compensation shall be paid without delay in a freely convertible currency and in accordance with Article 7 of this Agreement freely transferred abroad from the territory of the Contracting Party concerned. From the date of expropriation until the date of payment of compensation in the amount of the compensation will bear interest at a commercial rate established on a market basis, but not less than six-month LIBOR rate

for USD loans.

Article 6. Damages

Investors of one Contracting Party whose investments suffer losses in the territory of the other Contracting Party owing to war, civil unrest or other similar circumstances, provided in respect of restitution, indemnification, compensation or other settlement mode, the most favorable of those latter Contracting Party shall accord to investors a third country or to its own investors in respect of any measures taken by it in connection with such damage.

Article 7. Transfer Payments

1. Each Contracting Party shall guarantee to investors of the other Contracting Party, after fulfillment of all tax obligations, free transfer abroad of payments related to their investments, and in particular:

a) the initial capital and additional capital used to maintain or expand investments;

b) income;

c) funds in repayment of loans and credits recognized by both Contracting Parties as investments, as well as the accrued interest;

d) funds received in connection with the partial or total liquidation or sale of investments;

e) compensation, compensation or other forms of settlement provided for in Articles 5 and 6 of this Agreement;

About salaries and other remuneration received by individuals of one Contracting Party who are allowed to work in the territory of the other Contracting Party in connection with the investments.

2. The payments referred to in paragraph 1 of this Article shall be freely transferable in any freely convertible currency at the option of the investor at the market exchange rate applicable at the conversion date. Transfers of such payments in freely convertible currency must be resolved without delay.

3. Transactions referred to in paragraph 2 of this Article shall be made in accordance with the law of the Contracting Party in whose territory the investments were made.

Article 8. Subrogation

Contracting Party or its designated agency, which made a payment to the investor on the basis of guarantees against non-commercial risks in connection with its investment in the territory of the other Contracting Party will be able to exercise by subrogation the right of the investor to the same extent as the investor. These rights shall be exercised in accordance with the legislation of the latter Contracting Party.

Article 9. Settlement of Disputes between a Contracting Party and an Investor of the other Contracting Party

1. Any legal dispute in accordance with the provisions of this Agreement between one Contracting Party and an investor of the other Contracting Party arising in connection with the investments of an investor in the territory of the former Contracting Party, allowed for the possibility of amicably through negotiations.

2. If such a dispute can not be resolved in accordance with the provisions of paragraph 1 of this Article within six months from the date of the written request of any party to a dispute to resolve it by negotiation, it may be submitted by either party to the dispute:

a) the competent court of the Contracting Party in whose territory the investments were made;

b) The International Centre for Settlement of Investment Disputes, established pursuant to the Convention on the Settlement of Investment Disputes between States and Nationals of Other States, done at Washington, March 18, 1965, to resolve the dispute in accordance with the provisions of this Convention (provided that the Convention applies to both Contracting Parties) or in accordance with the Additional Facility rules of the International Centre for settlement of investment disputes (if the Convention has not entered into force for both or one of the Contracting Parties);

c) An ad hoc Arbitral Tribunal established and functioning in accordance with the Arbitration Rules of the International Trade

Law of the United Nations Commission (UNCITRAL).

The Ah hoc arbitral tribunal shall render its decision by majority vote. This decision is final and legally binding on both parties to the dispute. Each Contracting Party shall ensure in its territory the implementation of this decision in accordance with its legislation. At the request of any party to the dispute arbitration court carries out ah hoc interpretation of its decision and explain the reasons and grounds for his removal.

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 between the Contracting Parties.

2. If the dispute can not be settled within six months from the date of the written request of either Contracting Party to conduct the negotiations, at the request of either Contracting Party, he referred to the arbitral tribunal.

3. The arbitral tribunal shall be constituted for each individual case, for which each Contracting Party shall appoint one member of the arbitration tribunal within two months from the date of receipt of the notification of the arbitration proceedings. Then, these two members shall select a national of a third State, who on approval of the two Contracting Parties shall be appointed Chairman of the arbitral tribunal within one month 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, then, in the absence of any other agreement between the Contracting Parties, any contracting party may request the President of the International Court of Justice to make such appointments. If the chairman of the International Court of Justice is a national of either Contracting Party or is otherwise unable to discharge the said function, then make the necessary appointments invited the Deputy President of the International Court. If the deputy chairman of the International Court of Justice is a national of either Contracting Party or is otherwise unable to discharge the said function, then make the necessary appointments offered to the next in seniority member of the International Court of Justice who is not a national of either Contracting Party in respect of which There are no other reasons that prevent it from fulfilling this request.

5. The arbitral tribunal shall render its decision by majority vote. This decision is final and binding on the Contracting Parties. Each Contracting Party shall bear the expenses related to the activities of its own appointed member of the tribunal and of its representation in the arbitration proceedings. The costs associated with the arbitration court Chairman and other expenses The Contracting Parties shall bear in equal shares. However, the Court may in its decision that one of the Contracting Parties shall bear a larger share of spending, and that decision will be binding on both Contracting Parties. The arbitral tribunal shall determine its own procedure.

Article 11. Consultations

The Contracting Parties shall at the request of any of them, shall hold consultations on matters relating to the interpretation or application of this Agreement.

Article 12. Entry Into Force and Duration of the Agreement

1. Each Contracting Party shall notify the other Contracting Party of the completion of internal procedures necessary for the entry into force of this Agreement. This Agreement shall enter into force on the date of the last of the two notifications.

2. This Agreement shall remain in force for ten years. After this period it shall be automatically extended for successive five-year periods, unless either Contracting Party notifies the other Contracting Party at least twelve months prior to the expiry of the period of its intention to terminate this Agreement.

3. This Agreement may be amended by mutual written consent of the Contracting Parties. Any amendment to this Agreement shall enter into force after each Contracting Party shall notify the other Contracting Party of the fulfillment of all internal procedures necessary for the entry into force of such amendment.

4. With respect to investments made prior to the date of termination of this Agreement and subject to its application, the provisions of all other articles of this Agreement shall remain in force for the next ten years after the date of termination of its validity.

Done in Doha February 12, 2007 in two copies in Russian, Arabic and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text language.