

AGREEMENT

BETWEEN THE GOVERNMENT OF THE RUSSIAN FEDERATION AND THE GOVERNMENT OF THE REPUBLIC OF GUATEMALA ON THE PROMOTION AND MUTUAL PROTECTION OF INVESTMENTS

(Moscow, November 27, 2013)

The Russian Federation and the Government of the Republic of Guatemala, 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 in order to promote the economic prosperity of both Contracting Parties, have agreed as follows:

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 in accordance with the legislation of that Contracting Party;
- b) any legal entity created or organized under the laws of that Contracting Party.

2. "Capital" - 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 any property rights;
- b) shares, stocks and other forms of equity participation in the company's capital;
- 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, utility models, trademarks and service marks, technology and know-how);
- e) rights granted in accordance with the legislation of the latter Contracting Party or under a contract for the implementation of business-related, in particular, the exploration, development, production and exploitation of natural resources.

No change in the form of investment does not affect their character as investments provided that such change does not contradict the legislation of the State of the Contracting Party in whose territory the investments were made.

3. "Income" - means received from investment, including in particular

Profits, dividends, interest, royalties and other fees.

4. "territory of the Contracting Party" - the territory

The Russian Federation or the territory of the Republic of Guatemala, as well as their respective exclusive economic zone and continental shelf, defined in accordance with the UN Convention on the Law of the Sea of 10 December 1982 year.

5. "State legislation of a Contracting Party" includes laws and other normative legal acts of the Russian Federation or the laws and other normative legal acts of the Republic of Guatemala.

Article 2. Admission and Protection of Investments

1. Each Contracting Party shall admit investments of investors of the other Contracting Party in the territory of the state in accordance with the laws of the state.
2. Each Contracting Party shall, in accordance with the laws of their state provides full protection on its territory investments of investors of the other Contracting Party.

Article 3. Investment Mode

1. Each Contracting Party shall in its territory fair and equitable treatment to investments made by investors of the other Contracting Party for the management and disposal of such investments.
2. Each Contracting Party shall in its territory investments of investors of the other Contracting Party treatment no less favorable than that accorded to investments of its own investors or investments of investors of any third country in respect to the management or disposal of such investments, depending on which of the they investor considers more favorable.
3. Each Contracting Party reserves the right to apply and introduce in accordance with the laws of the state of its withdrawal from the national treatment provided in accordance with paragraph 2 of this article, with respect to foreign investors and their investments.
4. The provisions of paragraph 2 of this article with respect to MFN should not be construed so as to oblige one Contracting Party to extend to investments made by investors of the other Contracting Party the benefits of any treatment, preference or privilege, which are available or can be provided in the future, the first 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 agreement leading to the creation of such associations or entities;
 - b) on the basis of agreements to avoid double taxation or other
Agreements on taxation;
 - c) In accordance with the agreements concluded between the Russian Federation and the countries of the former Union of Soviet Socialist Republics.
5. Without prejudice to the provisions of Articles 4, 5 and 8 of this Agreement, no Contracting Party shall be obligated under this Agreement to provide treatment more favorable than that accorded by that Contracting Party in accordance with its obligations under the Marrakesh Agreement Establishing the World Trade organization (WTO Agreement) of April 15, 1994, including the commitments to the General Agreement on trade in services (GATS), as well as in accordance with any other multilateral agreements relating to investment regime to which States are both Contracting Parties.

Article 4. Expropriation

1. Investments of investors of one Contracting Party made in the territory of the other Contracting Party, such investors and income can not be directly or indirectly subject to expropriation, nationalization or any other measures tantamount to expropriation or nationalization (hereinafter referred to as expropriation), except in cases when such measures are taken in the public interest and in accordance with the procedure established by the laws of the state of the latter Contracting Party, are not discriminatory and are accompanied by payment of prompt, adequate and effective compensation.
2. The compensation referred to in paragraph 1 of this Article shall correspond to the market value of the expropriated investment calculated on the date immediately preceding the date of expropriation, or on the date immediately preceding the date when it became common knowledge about the impending expropriation, depending on what kind of event whichever comes first. Compensation shall be paid without undue delay in a freely convertible currency and in accordance with Article 6 of this Agreement freely translated from the territory of one Contracting Party in the territory of the other Contracting Party. From the date of expropriation until the date of actual payment of compensation in the amount of compensation shall bear interest at a commercial rate established on a market basis, but not less than six-month LIBOR rate for loans in US dollars.

Article 5. Damages

Investors of one Contracting Party whose investments and income that causes harm or damage owing to war, armed

conflict, rebellion, revolution, insurrection, civil disturbance, state of emergency or any other similar circumstances in the territory of the other Contracting Party, granted in respect of restitution, indemnification, compensation or other settlement, treatment no less

Favorable of those latter Contracting Party shall accord to investors of a third State, or to its own investors.

Article 6. Transfer Payments

1. In accordance with the legislation of its State each

Contracting Party shall guarantee to investors of the other Contracting Party free transfer abroad of payments in connection with the

Investments, and in particular:

- a) revenue;
- b) funds in repayment of loans and credits recognized by both Contracting Parties as investments, as well as the accrued interest;
- c) funds received from the partial or total sale or liquidation of investments;
- d) compensation, compensation or other settlement,

Provided for in Articles 4 and 5 of this Agreement;

e) wages and other remunerations received by the investor and citizens of the State of the latter Contracting Party who are allowed to work in the territory of the first Contracting Party in connection with the investments.

2. Transfers of payments referred to in paragraph 1 of this Article shall be made without undue delay in a freely convertible currency at the rate applicable on the date of transfer, in accordance with the currency legislation of the Contracting Party in whose territory the investments were made.

Article 7. Subrogation

If one Contracting Party or its designated agency provide its investors a financial guarantee to protect against non-commercial risks in connection with the investment of the investor in the territory of the other Contracting Party to make payments on the basis of this guarantee, the other Contracting Party shall recognize the acquisition of the former Contracting Party or its authorized her body on the basis of subrogation all the rights and claims of the investor. The first Contracting Party or its designated agency shall not assert greater in terms of rights and claims than those rights and claims, which have been received from the investor. Such rights and claims are carried out in accordance with the law of the State of the latter Contracting Party.

Article 8. Settlement of Disputes between a Contracting Party and an Investor of the other Contracting Party

1. Disputes between a Contracting Party and an investor of the other Contracting Party arising in connection with the investments of an investor in the territory of the first Contracting Party, including disputes relating to the size, conditions and procedures for payment of compensation in accordance with Articles 4 and 5 of this Agreement or about the translation payments provided for in article 6 of this Agreement shall be resolved as far as possible by negotiations.

2. If the dispute can not be settled through negotiation within six months from the date of receipt by the Contracting Parties parties to the dispute, written notice to the investor of the other Contracting Party to resolve the dispute by negotiation, it may be submitted at the option of the investor for consideration:

- a) the competent court of the Contracting Party in whose territory the investments were made, or
- b) The Court of Arbitration ah braid in accordance with the Arbitration Rules of the International Trade Law of the United Nations Commission (UNCITRAL), or
- c) 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, opened for signature in Washington, DC, March 18, 1965, to resolve the dispute in accordance with the provisions of this Convention (provided that it has entered into force for

the States of the 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 one of the Contracting Parties, or to both of them).

3. The written notification referred to in paragraph 2 of this Article shall contain at least the following information:

- a) the name and address of the investor, which is a party to the dispute;
- b) the legal and factual basis of the investor's requirements;
- c) the required remedies investor rights.

4. The award deals with a dispute under consideration in accordance with this Article shall be final and binding on both parties to the dispute. Each Contracting Party shall ensure the implementation of such a decision in accordance with the laws of the state.

Article 9. 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 receipt 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 request for arbitration. Then, these two

Court members are elected by the citizen of a third State, who on approval of the two Contracting Parties shall be appointed Chairman of the arbitral tribunal within a month from the date of appointment of the other two members of the arbitral tribunal.

4. If, within the time specified in paragraph 3 of this Article, the necessary

Appointments are not made, then any Contracting Party unless otherwise agreed between the Contracting Parties may invite the President of the International Court of Justice of the United Nations (hereinafter - the International Court of Justice) to make such appointments. If the chairman

International Court of Justice is a national of one of the

Contracting Party or is otherwise unable to discharge the said function, then make the necessary appointments invited the Deputy President of the International Court of Justice. If the deputy chairman of the International Court of Justice is also a national of either Contracting Party or is otherwise unable to discharge the said function, then make the necessary appointments offered to the next-highest member of the International Court of Justice for him, which is not a national of either Contracting Party and who no other reasons hindering the implementation of this function.

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 10. 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 11. Application 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 since 1 January 1992, but does not apply to disputes that have arisen prior to its entry into force.

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. In this Agreement by mutual written agreement of the Contracting Parties may be amended. 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. In respect of investments covered by this Agreement and made prior to the date of this Agreement, the provisions of this Agreement shall remain in force for the next ten years from the termination date of this Agreement.

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

DONE at Moscow on 27 November 2013 in two copies, each in Russian, Spanish and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text language.

(Signatures)