AGREEMENT BETWEEN THE GOVERNMENT OF THE ITALIAN REPUBLIC AND THE GOVERNMENT OF THE EASTERN REPUBLIC OF URUGUAY ON THE PROMOTION AND PROTECTION OF INVESTMENTS

The Government of the Italian Republic and the Government of the Oriental Republic of Uruguay (hereinafter referred to as the Contracting Parties),
wishing to create favorable conditions for greater economic cooperation between the two countries and, in particular, investments by investors of a Party Contracting Party in the territory of the other Contracting Party and
recognizing that the promotion and mutual protection of such investments under the International Agreements will contribute to the stimulation of entrepreneurial initiatives capable of favoring the prosperity of the two Contracting Parties, have agreed as follows:

Article 1. Definitions

For the purposes of this Agreement:

1. "Investment" means, irrespective of the legal form chosen and of the legal order of reference, any asset invested by natural or legal persons from one Contracting Party in the territory of the other in accordance with the laws of 1 January 1989 And the regulations of the latter. In this context of general nature, the term "investment" means:

a) Rights of proprieta 'on of mobile and motionless goods, nonche' each other right in rem, comprised, for what impiegabili for investment, the real rights of guarantee on of proprieta 'of third;

b) Actions, obligations, quotas of participation and each other title of credit nonche 'public titles in gender;

c) Financial claims or any other right for commitments or benefits of economic value relating to investments as well as, as defined in paragraph 5 of this Article, investment income reinvested, paragraph 5 of this Article, investment income reinvested;

d) Copyright, trademarks, patents, industrial designs and other intellectual and industrial property rights, know-how, trade secrets, firm and goodwill;

e) Any right of economic nature conferred by law or for contract, nonche 'each license and concesión rilasciated in conformita' to valid disposals for the exercise of attivita 'cheap, comprised those of prospecting, cultivation, extraction and exploitation of natural resources.

2. "Investor" means a natural or legal person of a Contracting Party who has carried out or makes investments in the territory of the other Contracting Party from 1 January 1989.

3. "Natural person" means, for each Contracting Party, a natural person who, by law, has a nationality. For the purposes of this Agreement and for cases of dual Italian-Uruguay citizenship, each Contracting Party shall apply to its investors and investments made in its territory its domestic law. Each Contracting Party shall recognize the benefits of this Agreement to the citizens referred to in the preceding paragraph, provided that such investors are domiciled or domiciled in the territory of the other Contracting Party at the time of the investment.

4. "Legal person" means, with reference to each Contracting Party, any entity constituted or recognized in the territory of one of them by law, such as public institutes, corporations of persons or capital, foundations, associations and, , Regardless of whether the liability is limited or not.

5. "Income" means the sums earned or to be derived from an investment, including, in particular, profits or units of profits, interest, capital gains, dividends, royalties, service fees and technical services and other income, including reinvested earnings And capital increases.

6. "Territory" means, in addition to the land within the land borders, also "maritime areas". The latter include marine and submarine areas on which the Contracting States have sovereignty or exercise, under international law, sovereignty and jurisdiction.

Article 2. Promotion and Protection of Investment

1. Each Contracting Party shall encourage investors from the other Contracting Party to make investments in its territory and shall grant its approval in accordance with its laws.

2. Each Contracting Party will always ensure fair and equitable treatment for investors of the other. Each Contracting Party shall ensure that the management, maintenance, enjoyment, transformation, transfer, cessation and liquidation of investments made in its territory by investors of the other Party shall in no way be affected by unjustified or discriminatory measures. The same treatment will be applied to companies and companies in which such investments have been made.

Article 3. National Treatment and Nation Clause

1. Each Contracting Party shall, in its territory, grant investment and the income of the investors of the other, a treatment no less favorable than that reserved for the investments and the incomes of its own investors or third-country investors.

2. The treatment accorded to investment-related activities of investors of each Contracting Party shall not be less favorable than that accorded to similar activities, connected with investments, own investors or any other third country.

3. The provisions of paragraphs 1 and 2 of this Article shall not apply to the advantages and privileges that a Contracting Party recognizes or recognizes in the future to third countries as a result of its participation in Customs or Economic Unions, Market Associations Common, FTAs, Regional or Sub-Regional Agreements, International Multilateral Economic Agreements or Agreements concluded to avoid double taxation or to facilitate cross-border exchanges. Paragraphs 1 and 2 of this Article shall not apply to benefits and Privileges that a Contracting Party recognizes or recognizes in future to third countries as a result of its participation in Customs or Economic Unions, Common Market Associations, Free Trade Areas, Regional or Sub-Regional Agreements, International Multilateral Economic Agreements or Agreements Concluded to avoid double taxation or to facilitate cross-border trade.

Article 4. Compensation for Damages or Losses

Where investors of one of the two Contracting Parties suffer losses in their investments in the territory of the other Party due to wars or other armed conflicts, emergency states or other similar political and economic events, the Contracting Party in which The investment invested will grant compensation in respect of compensation not less favorable than that accorded to its nationals or legal persons or investors of any third State. Payments will take place without undue delay and will be freely transferable.

Article 5. Nationalization or Espionage

1.

a) Investments referred to in this Agreement may not be the subject of measures limiting the right of ownership, possession, control or enjoyment inherent in them, fixed or indefinite, except as provided for by law or by reason of judgments And orders of the competent judicial authorities.

b) Investment by investors of one of the Contracting Parties shall not be directly or indirectly nationalized, expropriated or subject to measures having similar effects in the territory of the other Party, except for public purposes, for reasons of national interest, against prior, full, Effective and fair compensation and provided that such measures are taken on a non-discriminatory basis and in accordance with legal provisions and procedures.

c) The right amount of compensation will be equivalent to the actual market value of the investment immediately before the date on which nationalization or expropriation decisions have been legally announced or made public and will be determined on the basis of generally accepted valuation principles. Where market valuation difficulties are found, compensation will be determined on the basis of a fair valuation of the constituent elements and distinctive features of the company as well as of the components and results of related business activities. Compensation will include interest accrued on the date of payment, calculated at the LIBOR rate of six months, and from the date of nationalization or expropriation. In the absence of an agreement between the investor and the Obliged Party, the amount of compensation shall be determined in accordance with the dispute settlement procedures referred to in Article 9 of this Agreement. The compensation, once determined, will be readily paid and will be freely transferable. Article 9 of this Agreement. The compensation, once

determined, will be readily paid, and will be freely transferable.

2. The provisions of paragraph 1 of this Article shall also apply to income derived from an investment and, in the case of liquidation, income derived from the latter. Paragraph 1 of this Article shall also apply to income from an investment , And, in the case of liquidation, the proceeds of the latter.

Article 6. Free Transfer of Capital, Profit and Wages

1. Each of the Contracting Parties will guarantee to investors of the other, after the investors have fulfilled all tax obligations, transfer abroad in any convertible currency and without undue delay:

a) Capital and additional capital shares used to maintain and increase investment;

b) Net income, dividends, royalties, fees for assistance and technical services, interests and any other profit;

c) Sums deriving from the total or partial sale or liquidation of an investment;

d) Sums for repayment of loans relating to an investment and the payment of interest thereon;

e) Remuneration and allowances received by citizens of the other Contracting Party arising from subordinated employment or services rendered in the performance of investments made in their territory, minus and according to the modalities provided for in the laws and regulations in force in force;

2. Subject to Article 3 of this Agreement, the Contracting Parties undertake to grant the transfers referred to in paragraph 1 of this Article the same treatment as those resulting from investments made by investors of non-member States, if more favorable.Article 3 of this Agreement, the Contracting Parties undertake to grant the transfers referred to in paragraph 1 of this Article the same treatment as those arising from investments made by third-country investors, whichever is the most favorable.

Article 7. Subrogation

In the event that a Contracting Party or its institution has granted an insurance against non-commercial risks for investments made by its investor in the territory of the other and has made payments on the basis of the guarantee granted, it shall be recognized as a surrogate in law in Same creditor position of the insured investor. Payments to be made to the Contracting Party or its Institution in accordance with this Surrogate shall be Articles 4, 5 and 6 of this Agreement respectively.

Article 8. Transfer Mode

The transfers referred to in Articles 4, 5, 6 and 7 will take place without undue delay and in any case within three months, although in the meantime all tax obligations have been met. Such transfers will be made in currency convertible to the exchange rate applicable at the date of the transfer.

Article 9. Rules of Contracts between Investors and Contracting Parties

1. Controversies arising between one of the Contracting Parties and an investor of the other Contracting Party in respect of investments made in the context of this Agreement shall, as far as possible, be resolved amicably.

2. If a dispute can not be resolved, within the meaning of paragraph 1 of this Article, within six months of the date on which one of the parties concerned has promoted it, it shall be submitted at the request of one of the parties , To the competent courts of the Contracting Party in whose territory the investment was made. If, within a period of 18 months from the date on which the dispute was brought before those courts, no judgment has been issued, the investor concerned may have recourse to an arbitral tribunal which has jurisdiction to resolve the dispute (1) of this Article, within six months of the date on which one of the parties concerned has promoted it, it shall be submitted at the request of one of the parties concerned to the competent courts of the Contracting Party in whose territory Investment has been made. If, within a period of 18 months from the date on which the dispute was brought before those courts, no judgment has been issued, the investor concerned may have recourse to an arbitral tribunal which has jurisdiction to resolve the dispute .

3. The investor concerned may apply to an Arbitral Tribunal where the competent court referred to in paragraph 2 of this Article has issued a judgment deemed to be in conflict with international law, with the contents of this Agreement, or Manifestly unjust or constituting hypothesis of a denial of justice. In such cases, the Arbitral Tribunal shall have jurisdiction

in the globality of the dispute referred to in Article 2 of this Article to issue a judgment which is deemed to be in breach of international law, with the provisions of this Agreement, Ie manifestly unjust or constituting hypothesis of a denial of justice. In such cases, the Arbitral Tribunal will have jurisdiction to know, in its globality, the existence of the controversial dispute.

4. The arbitral tribunal referred to in paragraphs 2 and 3 shall be set up in each case at the request of one of the parties. The provisions of paragraphs 3 and 4 of Article 10 will apply mutatis mutandis, provided that the parties to the dispute will appoint the members of the arbitral tribunal in accordance with paragraph 3 of Article 10 and that, in the event of a failure to Each of them may, in the absence of other provisions, require the President of the Court of Arbitration of the International Chamber of Commerce of Stockholm to proceed with the necessary designations. The arbitration award shall be binding and binding on the parties to Articles 3 and 4 of Article 10, subject to the parties being in a position to appoint members of the arbitral tribunal in accordance with paragraph 3 of Article 10 and, Failure to appoint them in the terms set forth therein, each of them may, in the absence of other provisions, request the President of the Arbitration Court of the International Chamber of Commerce of Stockholm to proceed with the necessary designations. The arbitration award will be binding and binding on the parties.

5. If both parties have adhered to the Convention on Settlement Disputes between States and citizens of other States, open to signature in Washington on 18 March 1965, disputes between one of the Contracting Parties and an investor of the other Party may be submitted to Their composition by conciliation or arbitration at the International Center for the Settlement of Investment Disputes.

6. Neither of the two Contracting Parties shall initiate an international dispute over a dispute between a respective investor or the other Party to the decision of the competent court of the Party in whose territory the investment was made or in accordance with the arbitration procedure in accordance with this Article , Except that the latter Party has failed to comply with or have failed to comply with the judgments or the award issued on the dispute itself.

Article 10. Rules of Contracts between the Contracting Parties

1. Disputes between the Contracting Parties concerning the interpretation and application of this Agreement shall be, as far as possible, amicably composed by diplomatic means.

2. In the event that such disputes can not be made in the six months following the date on which one of the Contracting Parties has made a written request, they shall, on the initiative of one of them, be subject to the jurisdiction of an arbitral tribunal ad hoc in accordance with To the provisions of this Article.

3. The Arbitral Tribunal shall be constituted as follows: Within two months from the date of receipt of the request for arbitration, each Party shall appoint a member of the Tribunal. These two members will then, as President, be a national of a third State. The President shall be appointed within three months of the date of the appointment of the two members.

4. If, within the time limit referred to in paragraph 3 of this Article, appointments have not yet been made, each of the two Contracting Parties may, in the absence of other Agreements, request that the President of the International Court of Justice be served within three months. If he is a citizen of one of the Contracting Parties or for any other reason he can not accept the assignment, he will be asked to the Vice President of the Court. Whenever the Vice President is a citizen of one of the Contracting Parties or for any other reason it is not possible for him to accept it, the member of the International Court of Justice will be invited to be older and not a citizen of one of the Contracting Parties (3) of this Article, appointments have not yet been made, each of the two Contracting Parties may, in the absence of other Agreements, request that the President of the International Court of Justice be served within three months. If he is a citizen of one of the Contracting Parties or for any other reason he can not accept the assignment, he will be asked to the Vice President of the Court. Whenever the Vice President is a citizen of one of the Contracting Parties or for any other reason it is not possible for him to accept it, the member of the International Court of Justice will be invited to be older and not a citizen of one of the Contracting Parties .

5. The Arbitral Tribunal will decide by majority vote and its decisions will be binding. Each Contracting Party shall bear the costs of its arbitrator and those of his participation in the arbitration proceedings. The expenses for the President and the remaining expenses shall be borne by the two parties on an equal footing. The Arbitral Tribunal will establish its own procedures.

Article 11. Relations between Governments

The provisions of this Agreement shall be applied irrespective of the existence of diplomatic or consular relations between the Contracting Parties.

Article 12. Application of Various Provisions

1. Where a matter is governed by both this Agreement and any other International Agreement to which the two Contracting Parties have acceded, or otherwise regulated by the rules of general international law, the Contracting Parties and their investors shall apply the provisions of Times more favorable.

2. If a Contracting Party, by virtue of laws, regulations, provisions or specific contracts, has adopted, for investors of the other, rules which are more advantageous than those provided for in this Agreement, it will be subject to the same treatment as the most favorable treatment for its case .

Article 13. Entry Into Force

This Agreement shall enter into force on the date on which the two Contracting Parties have exchanged their respective instruments of ratification.

Article 14. Duration and Expiration

1. This Agreement shall remain in force for 10 years from the date of the exchange of the instruments of ratification referred to in Article 13 and shall be prolonged for a further period of five years, unless one of the two Parties has denounced it in writing At least one year before the expiry date. Article 13 and shall be prolonged for a further five-year period, unless one of the two Parties has denounced it in writing at least one year before the expiry date.

2. For investments made before the expiry date referred to in the preceding paragraph, the provisions of Articles 1 to 12 shall remain in force for a further five years from the date of expiry of this Agreement. Articles 1 to 12 shall remain in force for further Five years from the date of expiration of this Agreement.

Done in duplicate at Rome on 21 February 1990 in the Italian and Spanish languages, both texts being equally authentic.

For the Government of the Oriental Republic of Uruguay

For the Government of the Italian Republic