

AGREEMENT BETWEEN THE GOVERNMENT OF THE RUSSIAN FEDERATION AND THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN ABOUT PROMOTION AND MUTUAL PROTECTION CAPITAL INVESTMENTS

The Government of the Russian Federation and the Government of the Islamic Republic of Iran, hereinafter referred to as Contracting Parties,

Wishing to intensify mutual benefit for citizens and legal entities of the Contracting Parties,

Intending to use their economic resources and opportunities in the field of investment, as well as to create and

To preserve favorable conditions for investors' investments Contracting Parties in the territories of the Contracting Parties,

Recognizing the need to promote and protect Investments of investors of the Contracting territories of the Contracting Parties,

Have agreed as follows:

Article 1. Definitions

For the purposes of this Agreement:

1) the term "investment" refers to any kind of property values that investors invest in one Contracting Party in the territory of the other Contracting Party. Parties in accordance with laws and other regulatory legal acts. acts of the latter Contracting Party, including the following:

- a) movable and immovable property, as well as related to it property rights;
- b) shares or any kind of participation in the capital of companies;
- c) right of claim in respect of money or any fulfillment of obligations of economic value and connected with capital investments;
- d) exclusive rights to such intellectual property property, as, in part, copyrights, patents, useful models, industrial designs, trademarks and brand names names, as well as know-how;
- e) rights granted on the basis of law or treaties in compliance with laws and other normative legal acts the last Contracting Party, in the right of exploration, development, extraction and exploitation of natural resources.

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

2) term "investor" in respect of any of the The Contracting Parties shall be entitled to:

- a) To individuals who, in accordance with the laws and other regulatory enactments of that Contracting Party are citizens of its state and do not have citizenship the country of the Contracting Party in whose territory the investments were made;
- b) Legal entities established in accordance with the laws and other regulatory legal acts of that Contracting Party. Parties and having their location on the territory of this The Contracting Party;

3) the term "income" means money received from investments, in particular, profits, dividends, interest, royalties and other fees.

4) the term "territory of the Contracting Party" means the territory of the Russian Federation or the the Islamic Republic of Iran, depending on the context

5) the term "laws and other legal acts of the Contracting Parties" means laws and other normative legal acts of the Russian Federation or the laws and other normative legal acts of the Islamic Republic of Iran depending on the context.

Article 2. The Promotion and Admission of Investments

1. A Contracting Party shall endeavor to create favorable conditions for investors of the other Contracting Party to make investments in its territory.

2. Each Contracting Party shall, in accordance with By its laws and other normative legal acts investing another investor Of the Contracting Party.

3. After making an admission of capital investments, each The Contracting Party shall, in accordance with its products and other normative legal acts provides all The necessary permits for the realization of such an investment.

Article 3. Investment Regime

1. Each Contracting Party shall ensure on its territory fair and equitable treatment to investments made by investors of the other Contracting Party regarding the possession, use and disposal of such investments.

2. The regime referred to in paragraph 1 of this Article, should be as favorable than that provided by a Contracting Party to investments of investors of their own or the investments of investors of any third state, depending on which, in investors opinion, is more favorable.

3. Each Contracting Party reserves the right to apply and introduce, in accordance with its laws and other regulatory legal acts, exceptions from the national treatment granted in accordance with paragraph 2 of this article regarding the capital of foreign investors investments.

4. The provisions of this article with respect to the most favoured nation regime should not be construed so as to oblige one Contracting Party to extend to investments made by investors of the other Contracting State 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 or economic union, common market or any similar economic entities;

b) on the basis of agreements to avoid double taxation or other agreements on taxation.

5. Without prejudice to the provisions of Articles 4, 5 and 9 of this Agreement, no Contracting Party is obliged to, in accordance with this Agreement, to accord treatment more favorable than that accorded by that Contracting Party in accordance with its obligations under any multilateral investment agreement to which both Contracting Parties are members, or from the date of its accession to the World Trade Organization - in accordance with its commitments in the framework of the Agreement on Establishing the World Trade Organization, signed on April 15, 1994, includings its commitments in the framework of the the General Agreement on Trade services (GATS).

Article 4. Expropriation and Compensation

1. Investments of investors of one Contracting Party carried out in the territory of the other Contracting Party shall not be nationalized, expropriated or subjected to any measures equivalent to the consequences of expropriation or nationalization (hereinafter referred to as expropriation), except when these measures are carried out in the public interest, established by laws and other normative legal acts of the last Contracting Party, are not discriminatory and ut for a payment fast, effective and adequate compensation. The amount of compensation should be paid without undue delay.

2. The compensation referred to in paragraph 1 of this article shall correspond to the market value of the expropriated investments calculated on the date immediately preceding the date of expropriation or the date on which it became officially known about the forthcoming expropriation, whichever is earlier. Compensation is paid in freely convertible currency and is freely transferred in accordance with Article 6 of this Agreement from the territory of the last Contracting Party to the territory of the first Contracting Party. From the date of expropriation to the date of payment of compensation, the amount of compensation will be calculated at the rate calculated on the basis of the prevailing market interest rate.

Article 5. Compensation for Losses

1. Investors of one Contracting Party whose investments are damaged as a result of any armed conflict, revolution or other similar circumstances in the territory of the other Contracting Party shall be accorded to the latter Contracting Party in respect of restitution, reparation, compensation or other types of settlement the regime which the latter Contracting Party grants to investors of the third state or its investors, whichever is the most favorable for the investor.

Article 6. Transfer of Payments

1. A Contracting Party, in accordance with its laws and other regulatory legal acts, and after fulfillment by investors of the other Contracting Party of all of its financial obligations with respect to the first Contracting Party, including tax, permits, without delay, unimpeded transfer from its territory of payments in connection with the investments indicated in this Agreement, and in particular:

- a) income;
- b) funds received in connection with the sale and (or) liquidation of the total investment or part thereof;
- c) amounts paid in accordance with Articles 4 and / or 5 present agreement;
- d) the amount of loans related to the investment, provided that they are paid out of the funds received from such investment activity;
- e) monthly wages received by the investor and the investor's employees who have received the relevant work permits in connection with the investments in the territory of the first Contracting Party;
- f) payments arising in accordance with the decision, specified in Article 9 of this Agreement.

2. Transfers of payments are made without delay in freely convertible currency at the rate applicable at 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 the contracting Party or its authorized body makes a payment to its investor on the basis of an insurance contract or a guarantee against non-commercial risks in connection with an investment in the territory of the other Contracting Party, the last Contracting Party recognizes the subrogation of the first Contracting Party or its authorized body with respect to all rights and requirements of the investor. The first Contracting Party or the body authorized by it may exercise such rights and make such claims in accordance with the laws and regulations of the latter Contracting Party in the same volume as the investor itself could have exercised or presented.

Article 8. Scope of Application of the Agreement

This Agreement applies to all transactions carried out by the directors of one Contracting Party in the territory of the other Contracting Party as from 1 January 1992. However, it does not apply to any disputes relating to encumbrances arising prior to the entry into force of this Agreement or to any requirements relating to The damage caused by the acts that took place before its entry into force.

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

1. If between one Contracting Party and any dispute arises by the investor of the DRC under this Agreement in respect of investor's investment, carried out in the territory of the first Contracting Party, The first Contracting Party and the investor try to resolve dispute primarily through negotiations and consultations.

2. In the event that such a dispute can not be resolved as specified in paragraph 1 of this article, within six months from the given written notice of a claim by one party to the dispute party dispute, then a dispute at the investor's choice can be transferred to one from the following dispute resolution bodies:

- a) the competent court of the first Contracting State Parties;
- b) arbitration of the International Center for Settlement investment disputes, established in accordance with the Convention on the settlement of investment disputes between States and physical or legal persons of other states, open for signature in Washington on March 18, 1965, for permission dispute in accordance with the provisions of this Convention (provided that it

entered into force for the States of both Contracting Parties);

c) ad hoc arbitration tribunal in accordance with the Arbitration Rules of the United Nations Commission on the Law international trade (UNCITRAL).

3. The arbitration decision 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 10. Settlement of Disputes between the Contracting Parties

1. All disputes arising between the Contracting Parties with respect to the interpretation or application of this Agreements are resolved in the first place in a friendly manner through consultations.

2. If the dispute is not settled in a friendly manner through consultations, each Contracting Party may, after the expiration of six months from the date of receipt of the written request for consultations referred to in paragraph 1 of this article, refer the dispute to an arbitral tribunal consisting of two members of the arbitral tribunal and the chairman of the arbitral tribunal, by sending written notification to the other Contracting Party.

3. If the dispute is referred to the arbitral tribunal, each Contracting Party shall appoint one member of the arbitral tribunal within sixty days from the date of receipt of the notification referred to in paragraph 2 of this article and these arbitral tribunals appointed by the Contracting Parties with the approval of both Contracting Parties elect the chairman of the arbitral tribunal within sixty days from the date of appointment of the last member of the arbitral tribunal. If either of the Contracting Parties does not appoint its member of the arbitral tribunal or the appointed members of the arbitral tribunal do not agree on the appointment of the chairman of the arbitral tribunal within the specified time limits, in the absence of any other agreement between the Contracting Parties, any Contracting Party may apply to the President of the International Court of Justice of the United Nations (hereinafter referred to as the International Court of Justice) with a request to appoint a member of the arbitral tribunal not appointed by the Contracting Party or chairman of the arbitral tribunal th court, as the case may be. The chairman of the arbitral tribunal must be a citizen of a state maintaining diplomatic relations with the states of both Contracting Parties at the time of appointment.

4. In the event that the President of the International Court of Justice must appoint the chairman of the arbitral tribunal and can not comply with this request or is a national of a State of one of the Contracting Parties, the appointment is proposed to the Vice-President of the International Court of Justice. If the Vice-President of the International Court of Justice is also unable to comply with this request or is a national of a State of one of the Contracting Parties, the proposed appointment is proposed to be made by the next-highest-ranking member of the International Court of Justice who is not a national of either Contracting Party and for whom there are no other The reasons that prevent him from fulfilling this request.

5. The arbitral tribunal shall render its decision by a majority of votes. Such a decision is final and binding on the Contracting Parties. Each Contracting Party shall bear the costs associated with the activities of the member appointed by it · the court and with its representation in the arbitral proceedings. Expenses related to the activities of the chairman of the arbitral tribunal, as well as other costs, are shared by the Contracting Parties in equal shares. The arbitral tribunal, however, may provide in its decision that one of the Contracting Parties will bear a larger share of the costs, and such a decision will be binding on both Contracting Parties. The arbitral tribunal determines the order and place of arbitration independently.

Article 11. Consultations

The Contracting Parties shall, at the request of any one of them, consult on matters pertaining to the interpretation or application of this Agreement.

Article 12. Entry Into Force and Duration of the Agreement

1. This Agreement shall remain in force for ten years and shall enter into force upon the expiration of thirty days from the date of the last written notification by one of the Contracting Parties to the other Contracting Party of the implementation of the domestic procedures required for the entry into force of this Agreement in accordance with laws and other regulatory legal acts of the first Contracting Party. After the expiration of this period, its validity is automatically extended for the next five-year periods if one Contracting Party does not notify the other Contracting Party in writing at least twelve months before the expiration of the relevant period of its intention to terminate this Agreement.

2. This Agreement may be amended by mutual written consent of the Contracting Parties. Any change shall take effect after each Contracting Party has notified the other Contracting Party in writing of the implementation of the domestic procedures necessary for the entry into force of such an amendment.

3. Upon termination of this Agreement, its provisions shall apply to investments that are covered by this Agreement prior to the date of termination of this Agreement within the next ten years.

Done in Tehran on 23 December 2015, which corresponds to the 2 December 1394 of the solar Hijra, in duplicate, each in Russian, Persian and English, all texts being equally authentic. In the event of any discrepancies in the interpretation of this Agreement, the English text shall be used.

FOR THE GOVERNMENT OF THE RUSSIAN FEDERATION

(Signature)

A. V. Tsybulsky

Deputy Minister of Economic Development

Russian Federation

FOR THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN

(Signature)

Mohammad Hazai

Deputy Minister of Economy and Finance and Chairman of the Organization for Investment, Technical and Economic Assistance of Iran

Protocol to the Agreement between the Government of the Russian Federation and the Government of the Islamic Republic of Iran on the Promotion and Mutual Protection of Investments

By signing the Agreement between the Government of the Russian Federation and the Government of the Islamic Republic of Iran on the Promotion and Mutual Protection of Investments (hereinafter the Agreement), the authorized representatives agreed on the following provision, which is an integral part of the Agreement.

For the sake of greater clarity, the Contracting Parties understand that for the Russian Federation, the Agreement applies only to investments made in accordance with its law on foreign investments, and for the Islamic Republic of Iran, the Agreement applies only to investments, authorized by the Organization for Investment, Technical and Economic Assistance of Iran or any other body in accordance with its law on the promotion and protection of foreign investment that succeeds it.

Done in Tehran on 23 December 2015, which corresponds to the 2 December 1394 of the solar Hijra, in duplicate, each in Russian, Persian and English, all texts being equally authentic. In the event of any discrepancies in the interpretation of this Agreement, the English text shall be used.

FOR THE GOVERNMENT OF THE RUSSIAN FEDERATION

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