AGREEMENT BETWEEN THE GOVERNMENT OF THE RUSSIAN FEDERATION AND THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR ON THE PROMOTION AND PROTECTION OF INVESTMENTS

The Government of the Russian Federation and the Government of the Republic of the Union of Myanmar (hereinafter referred to as "the Contracting Parties").

intending to create favorable conditions for greater economic co-operations between them and in particular for investments by investors of one Contracting Party in the territory of the other Contracting Party:

recognizing that the reciprocal promotion and protection of such investments will be conducive to stimulating business initiative of the investors and will increase prosperity in both States:

desiring to intensify the cooperation of both States on the basis of equality and mutual benefits:

reaffirming the Contracting Parties' right to regulate investments in their territories. and right to introduce new measures relating to investments in their territories in order to meet legitimate public policy objectives:

Have agreed as follows:

Article 1. Definitions

For the purposes of this Agreement:

1. The term "investment" means every kind of asset invested by an investor of one Contracting Party in the territory of the other Contracting Party in accordance with the latter Contracting Party's laws and regulations. which has such characteristics as. inter alia, commitment of capital or other resources. the expectation of profit. and assumption of risk, in particular, though not exclusively:

(a) movable and immovable property as well as any related property rights;

(b) shares, stocks and any other kind of participation in the capital of a juridical person;

(c) claims to money or to any contractual performance having an economic value associated with an investment:

(d) intellectual property rights. in particular, copyrights, patents, models, trade-marks. industrial designs. layout-designs of integrated circuits, trade-names, appellation of origin or geographical indications, technology, and "know-how":

(e) rights conferred by law or under contract to conduct business activity related in particular to exploration, development, extraction and exploitation of natural resources:

(f) bonds, debentures, loans and other forms of debt instruments.

For greater clarity. the term "investment" does not include:

(i) claims to money that arise solely from commercial contracts for the sale or lease of goods or services;

(ii) a loan to the Contracting Party;

(iii) debt securities issued by a central. regional or local government of the Contracting Party;

(iv) claims to money that arise solely from the extension of credit in connection with a commercial transaction. such as trade financing:

(v) an order or judgment in any judicial. administrative or arbitral proceeding.

Any change in the form in which assets are invested does not affect their qualification as investments if such change does not contradict the laws and regulations of the Contracting Party in which territory the investment was made.

2. The term "investor of the Contracting Party" means a natural person or a juridical person of that Contracting Party which is making, or has made an investment in the territory of the other Contracting Party, and which has the right, in accordance with the laws and regulations of that Contracting Party, to make investments in the territory of the other Contracting Party.

The term "investor of a Contracting Party" does not include:

(a) any natural person who is a citizen of the Contracting Party in the territory of which the investment is or was made;

(b) any natural person who was a citizen of the Contracting Party in the territory of which the investment was made on the date when such investment was made;

(c) any juridical person of the Contracting Party which is owned or controlled, directly or indirectly. by a person of the other Contracting Party;

(d) any juridical person of the Contracting Party. if such juridical person is not engaged in substantive business operations in the territory of that Contracting Party. or if such juridical person is owned or controlled, directly or indirectly. by a person of a third state.

3. The term "juridical person of the Contracting Party" means a juridical person duly established or constituted under the laws and regulations of that Contracting Party;

4. The term "natural person of the Contracting Party" means a natural person who is a citizen of that Contracting Party in accordance with its laws and regulations.

5. The term "returns" means the amounts yielded by or derived from investment, in particular, though not exclusively. including profits. dividends, interests, capital gains, royalties and other fees related to investments.

6. The term "activities" means the operation, management. maintenance, use. enjoyment and disposal of admitted investment.

7. The term "territory of the Contracting Party" means the territory of the Russian Federation or the territory of the Republic of the Union of Myanmar, respectively, including land territory, its subsoil, internal waters, territorial sea and airspace above them, as well as its exclusive economic zone and continental shelf over which the respective State exercises sovereign rights and jurisdiction under international law.

8. The term "laws and regulations of the Contracting Party" means the laws and other regulations of the Russian Federation or the laws and other regulations of the Republic of the Union of Myanmar, respectively.

9. The term "freely usable currency" means a freely usable currency as determined by the International Monetary Fund under its Articles of Agreement.

10. The term "measure by the Contracting Party" means a measure, adopted or maintained by:

(a) central, regional or local governments and authorities of that Contracting Party; and

(b) non-governmental bodies in the exercise of powers delegated by central, regional or local governments or authorities of that Contracting Party.

11. The term "WTO" means the World Trade Organization.

12. The term "WTO Agreement" means the Marrakesh Agreement Establishing the World Trade Organization, done on April 15. 1994.

13. The term "claimant" means an investor of the Contracting Party that is a party to a dispute with the other Contracting Party.

14. The term "respondent" means the Contracting Party that is a party to a dispute with an investor of the other Contracting Party.

15. The term "disputing parties" means the claimant and the respondent or either the claimant or the respondent.

16. The term "UNCITRAL Arbitration Rules" means the Arbitration Rules of the United Nations Commission on International Trade Law, as adopted by the United Nations General Assembly on 15 December 1976, as revised in 2010 (the UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration shall not be applicable unless the disputing parties otherwise agree).

17. The term "GATS" means the General Agreement on Trade in Services, in Annex 1 B to the WTO Agreement.

Article 2. Scope of Application

1. This Agreement shall apply to all investments made by investors of one Contracting Party in the territory of the other Contracting Party after the date of signing of this Agreement in accordance with the laws and regulations of the latter Contracting Party.

2. This Agreement shall not apply to:

(a) subsidies, grants or other forms of State or municipal support provided by the Contracting Party;

(b) measures governing the procurement by governmental agencies of goods or services, or any combination thereof, purchased for governmental purposes and not with a view to commercial sale or resale or with a view to use in the production or supply of goods or in the supply of services for commercial sale or resale;

(c) measures of the Contracting Party related to imposition and collection of taxes and other charges. unless such taxes and other charges are unjustifiable and applied on a differential rate depending on the nationality of an investor or origin of capital without prejudice to the international agreements and arrangements on taxation. which such Contracting Party is a party to;

(d) any act or fact that took place or any situation or dispute that arose or ceased to exist before entry into force of this Agreement;

(e) services and other types of activities supplied or performed neither on a commercial basis nor in competition with one or more services suppliers or persons engaged in the same type of activities:

Article 3. Admission of Investments

Each Contracting Party shall encourage and create favourable conditions for investors of the other Contracting Party to make investment within its territory, and shall admit such investment in accordance with its laws and regulations.

Article 4. Investment Promotion

The Contracting Parties shall endeavour to promote investment including through:

(a) encouraging investments between the Contracting Parties;

(b) organizing and supporting joint investment promotion activities, business matching events. various briefings and seminars on investment opportunities and on investment laws, regulations, and policies;

(c) conducting information exchanges on other issues of mutual concern relating to investment promotion; and

(d) establishing or maintaining contact points to provide assistance and advisory services to investors.

Article 5. Treatment of Investments

1. Each Contracting Party shall accord in its territory to investments of investors of the other Contracting Party treatment that it accords, in like circumstances, to investments of its own investors with respect to management, maintenance. enjoyment, use or disposal of the investment.

2. Each Contracting Party shall accord in its territory to investments of investors of the other Contracting Party treatment that it accords, in like circumstances, to the investment of the investors of a third state with respect to management, maintenance, enjoyment, use or disposal of the investment.

3. For greater certainty, whether treatment is accorded in "like circumstances" under paragraph 1 and 2 of this Article, the totality of the circumstances shall be taken into account.

4. Each Contracting Party reserves the right to apply and introduce in accordance with its laws and regulations exceptions from the treatment referred to in paragraph 1 of this Article in respect of investors and their investments.

5. The provisions of paragraph 2 of this Article shall not be construed to oblige one Contracting Party to extend any advantage, benefit, preference or privilege that is being provided or will be provided in the future by such Contracting Party by virtue of:

(a) any existing or future economic integration agreement, including customs union, free trade area, to which such Contracting Party is or will become a party; or

(b) any existing or future international agreement or arrangement relating wholly or mainly to taxation to which such Contracting Party is or will become a party.

6. For greater certainty. for the purpose of settlement of disputes arising out of this Agreement, the treatment provided under this Agreement does not give the right to the investor to use any international dispute resolution procedures or mechanisms under other existing or future international agreements. other than those expressly set out in Article 15 of this Agreement.

7. Without prejudice to the provisions of Article 6, Article 7 and Article 15 of this Agreement, neither Contracting Party is committed by this Agreement to accord a treatment more favourable than the treatment granted by that Contracting Party in accordance with its obligations under the WTO Agreement. including the obligations under the GATS. and also in accordance with any multilateral and_ bilateral arrangements concerning the treatment of investments. to which both Contracting Parties are parties.

Article 6. Expropriation

1. Investments of the investor of one Contracting Party made in the territory of the other Contracting Party shall not be subject. directly or indirectly. to expropriation, nationalization or other measures having an effect equivalent to nationalization or expropriation (hereinafter referred to as "expropriation") in the territory of the other Contracting Party, unless such measures are carried out:

(a) in the public interests;

(b) in full compliance with the procedure established by the laws and regulations of the latter Contracting Party;

(c) in anon-discriminatory manner;

(d) on payment of prompt, adequate and effective compensation in accordance with paragraph 6 of this Article.

2. The determination of whether a measure (set of measures) of the Contracting Party constitutes expropriation requires a case-by-case, fact-based assessment of all relevant factors, including:

(a) the impact of a measure (set of measures) on the real value of the investment of an investor, although the sole fact that a measure (set of measures) of the Contracting Party has an adverse effect on the value of an investment of an investor of the Contracting Party does not establish that an expropriation has occurred;

(b) the nature of such measure (set of measures), including notably their duration, objective and context of such measure (set of measures).

3. Notwithstanding paragraphs 1 and 2 of this Article. expropriation relating to land within the territory of either Contracting Party shall be carried out in accordance with the laws and regulations of that Contracting Party for a purpose established in accordance with such laws and regulations, and upon payment of compensation, which shall be assessed with due consideration to market value and paid without undue delay, in accordance with the laws and regulations of that Contracting Party.

4. The breach of other provisions of this Agreement, as established in an award under Article 14 or Article 15 of this Agreement, does not automatically establish a breach of this Article or that an expropriation has occurred.

5. The following measures do not constitute expropriation:

(a) interim measures imposed by law-enforcement orjudicial authorities of the Contracting Party:

(b) temporary requisition of investments by the Contracting Party if such measures are applied during natural disasters, accidents, epidemics, epizootic or other similar emergencies. and the property subjected to requisition was returned to the

investor of the other Contracting Party without undue delay after the emergency ceased to exist, with compensation of damages caused to such property in accordance with its market value:

(c) customs regulation consistent with the Contracting Party's commitments under the WTO Agreement:

(d) the issuance of compulsory licenses granted in relation to intellectual property rights, or the revocation. limitation or creation of intellectual property rights to the extent that such issuance. revocation, limitation or creation is consistent with the TRIPS Agreement.

6. The compensation mentioned in paragraph 1 of this Article shall be paid without undue delay, be effectively realisable and be freely convertible. Such compensation shall amount to the real value of the expropriated investment immediately before the date of expropriation or immediately before the date on which the intended expropriation becomes publicly known, whichever is earlier. Such compensation shall include interest at a market-defined commercial rate, but no lower than SOFR interest rate for six months US dollar credits from the date of expropriation until the date of payment.

Article 7. Compensation for Losses

Each Contracting Party shall accord to the investment of the investors of the other Contracting Party with respect to measures it adopts or maintains relating to losses suffered in its territory as a result of war, armed conflict, revolution, insurrection, riot, civil strife. civil disturbance or other similar events, treatment, as regard restitution, indemnification. compensation or other settlement, no less favourable than the treatment it accords to investment of its own investors or to investment of investors of any third state.

Article 8. Transfer of Payments

1. Each Contracting Party shall. subject to its laws and regulations, guarantee and ensure that all transfers relating to investment of an investor of the other Contracting Party may be freely made into and out of its territory. Such transfers shall include. in particular, though not exclusively:

(a) returns. as well as proceeds obtained from the total or partial sale or liquidation of investments:

(b) contribution to capital. including the initial contribution;

(c) payments on loans and credits;

(d) earnings and other remuneration received by investors and natural persons of the latter Contracting Party who have permission to work in connection with investment in the territory of the former Contracting Party;

(e) payments arising out of the settlement of a dispute under Article 15 of this Agreement;

(f) payments made in accordance with provisions of Article 6 and Article 7 of this Agreement.

2. Such transfers shall be made without undue delay in the national currency of the Contracting Party or ina freely usable currency at the choice of the investor at the rate of exchange applicable on the date of the transfer in accordance with the laws and regulations of the Contracting Party in whose territory the investment is made.

Article 9. Restrictions on Transfer of Payments

1. Notwithstanding the provisions of Article 8 of this Agreement each Contracting Party may adopt and maintain restrictions in respect of investment, including in respect of payments or transfers for transactions related to such investments referred to in Article 8 of this Agreement, in the event of serious balance-of-payments and external financial difficulties or threat thereof subject to the condition that such restrictions:

(a) shall be applied on a most-favoured-nation basis;

(b) shall be consistent with the Articles of Agreement of the International Monetary Fund;

(c) shall avoid unnecessary damage to the commercial. economic and financial interests of the other Contracting Party;

(d) shall not exceed those necessary to deal with circumstances described in this paragraph;

(e) shall be temporary and be phased out progressively as the situation specified in this paragraph improves.

2. The Contracting Party introducing a restriction under paragraph 1 of this Article shall promptly notify the other

Contracting Party of such measure.

3. In determining the incidence of such restrictions. the Contracting Party applying the restrictions may give priority to the sectors of its economy which are more essential to its economic or development programmes. However. such restrictions shall not be adopted or maintained for the purpose of protecting a particular sector.

4. Nothing in this Agreement shall affect the rights and obligations of the Contracting Party which is a member of the International Monetary Fund under the Articles of Agreement of the International Monetary Fund. including the use of exchange actions which are in conformity with the Articles of Agreement of the International Monetary Fund, provided that such Contracting Party shall not impose restrictions inconsistently with this Agreement. except under paragraphs 1 to 3 of this Article. or at the request of the Fund.

5. Notwithstanding the provisions of Article 8 of this Agreement, the Contracting Party may delay or prevent a transfer through the non-discriminatory and good-faith application of its laws and regulations relating to:

(a) bankruptey. insolvency or the protection of the rights of creditors:

(b) criminal or penal offenses:

(c) ensuring compliance with orders or judgments in adjudicatory proceedings:

(d) financial reporting or record keeping of transfers when necessary to assist law enforcement or financial regulatory authorities:

(e) social security, public retirement or compulsory savings schemes;

(f) taxation.

Article 10. Subrogation

if If the Contracting Party or its designated agency makes a payment to any investor of that Contracting Party under a guarantee or a contract of insurance or other form of indemnity against non-commercial risk it has granted in respect of an investment. the other Contracting Party shall recognize the transfer of rights or claims of the investor in respect of such an investment.

2. The rights or claims transferred in accordance with the provisions of this Article shall not be greater than the original rights or claims of the investor. Such rights shall be exercised, and such claims shall be enforced in accordance with the laws and regulations of the Contracting Party in the territory of which the investment was made.

Article 11. Publication

1. Each Contracting Party shall ensure that its laws, regulations, procedures of general application affecting any matter covered by this Agreement are promptly and, except in emergency situations at the latest by the time of their entry into force. published in such a manner as to enable the other Contracting Party and its interested persons to become acquainted with them. Where publication is not practicable, such information shall be made otherwise publicly available.

2. Each Contracting Party shall provide. in accordance with the laws and regulations of the Contracting Party, a reasonable opportunity for comments by the public before the adoption or amendment of laws and regulations of general application that affect any matter covered by this Agreement.

Article 12. Disclosure of Information

Nothing in this Agreement shall be construed to require the Contracting Party to furnish or allow access to confidential information the disclosure of which would impede law enforcement or otherwise be contrary to the public interest, or which would prejudice the legitimate commercial interests of particular enterprises, public or private.

Article 13. Notification and Provision of Information

1. Each Contracting Party shall notify the other Contracting Party of relevant information regarding a measure which the former Contracting Party considers may materially affect the operation of this Agreement or otherwise substantially affect the latter Contracting Party's interests under this Agreement.

2. The Contracting Party shall promptly provide information and respond to questions of the other Contracting Party pertaining to any measure covered by this Agreement.

3. Any notification or information provided under this Article shall be without prejudice as to whether the measure is consistent with this Agreement.

4. Any notification, request or information under this Article shall be provided to the other Contracting Party through the relevant contact points.

5. When the information pertaining to any measure referred to in paragraph 1 of this Article covered by this Agreement has been made available by notification to the WTO in accordance with its relevant rules and procedures or when the aforementioned information has been made available on the official. publicly accessible and fee free websites of the Contracting Parties, the information exchange shall be considered to have taken place.

Article 14. Settlement of Disputes between Contracting Parties

1. Any dispute between the Contracting Parties concerning the interpretation or application of this Agreement shall. as far as possible. be settled with consultations. The Contracting Party shall submit a written request for consultations to the other Contracting Party.

2 If a dispute cannot thus be settled within one year from the receipt of the written request for consultations, it shall, upon the written request of either Contracting Party, be submitted to an ad hoc arbitral tribunal.

3. Such arbitral tribunal is comprised of three arbitrators. Within three (3) months of the receipt of the written request for arbitration, each Contracting Party shall appoint one arbitrator. Those two arbitrators shall, within further two (2) months, together select a national of a third State agreed by both Contracting Parties as Chairman of the arbitral tribunal.

4. If the arbitral tribunal has not been constituted within five (5) months from the receipt of the written request for arbitration, 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 national of either Contracting Party or is otherwise prevented from discharging the said functions, the Member of the International Court of Justice next in seniority who is not a national of either Contracting Party or is not otherwise prevented from discharging the said functions shall be invited to make such necessary appointments.

5. The arbitral tribunal shall determine its own procedure. The arbitral tribunal shall render its award in accordance with the provisions of this Agreement and shall interpret the provisions of this Agreement in accordance with customary rules of interpretation of public international law.

6. The arbitral tribunal shall within a reasonable period of time, render award by a majority of votes. Such award shall be final. The arbitral tribunal shall, upon the request of either Contracting Party, explain the reasons of its award.

7. Each Contracting Party shall bear the costs of its appointed arbitrator and of its representation in arbitral proceedings. The relevant costs of the Chairman and tribunal shall be borne in equal parts by the Contracting Parties. The arbitral tribunal may, however, in its award direct that a higher portion of costs shall be borne by one of the Contracting Parties.

Article 15. Settlement of Disputes between One Contracting Party and an Investor of the other Contracting Party

1. In the event of a dispute between the Contracting Party and an investor of the other Contracting Party arising out of an alleged breach of an obligation of the former Contracting Party under this Agreement concerning an investment of such investor made in the territory of the former Contracting Party, the claimant shall deliver a written request for consultations to the respondent.

2. For greater certainty, delivery of the request and other documents under this Article to the Contracting Party shall be made to the competent authority of that Contracting Party. Each Contracting Party shall notify the other Contracting Party through diplomatic channels on such competent authority within ninety (90) days from the date of entry into force of this Agreement and make this information publicly available. In the event of any change to a Contracting Party's competent authority. that Contracting Party shall duly notify the other Contracting Party.

3. The request shall:

(a) specify the name and address of the claimant and, if any, of the investor's representatives;

(b) identify for each measure at issue, the provision of this Agreement alleged to have been breached and any other relevant provisions;

(c) provide a brief summary of the legal and factual basis for the claim, including all the measures at issue sufficient to present the problem clearly; and

(d) specify the relief sought and the approximate amount of damages claimed.

4. The request for consultations is not considered duly delivered if it does not contain the elements listed in paragraph 3 of this Article, or if it is not served to the competent authority of the Contracting Party in accordance with paragraph 2 of this Article.

5. After the request for consultations is made pursuant to paragraph 1 of this Article, the disputing parties shall enter into consultations with a view to reaching a mutually satisfactory solution.

6. If a dispute cannot be settled by consultations pursuant to this Article and one (1) year have elapsed since the date of the receipt of the request for consultations, the claimant, unless otherwise agreed by the Contracting Parties. may submit the dispute to one of the following institutions:

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

(b) an ad hoc arbitration tribunal established under the UNCITRAL Arbitration Rules; or

(c) the Hong Kong International Arbitration Centre; or

(d) if the disputing parties agree, to any other arbitration institution or under any other arbitration rules.

7. In order to submit the dispute to arbitration in accordance with paragraph 6 of this Article, the claimant shall submit a written request for arbitration to the competent authority of the respondent referred to in paragraph 2 of this Article.

8. The request for arbitration referred to in paragraph 7 of this Article shall indicate whether consultations between the disputing parties were held. Measures or situations and specific provisions of this Agreement that the Contracting Party has allegedly breached that were not provided for in the request for consultations cannot be submitted to arbitration. The request for arbitration shall not supplement or amend the claims set out in the request for consultations. During arbitration proceedings the claimant shall not supplement or amend its claims in such a manner that the supplements or amendments go beyond the jurisdiction of the arbitration institution to which the dispute is submitted under paragraph 6 of this Article.

9. Once the claimant has submitted the dispute to a competent court of the Contracting Party in the territory of which the investment is made or one of the institutions provided for in paragraph 6 of this Article, the choice shall be final.

10. No dispute may be submitted to arbitration under paragraph 6 of this Article unless:

(a) the claimant sent the request for consultations within two (2) years of the time at which the claimant became aware. or should reasonably have become aware of an alleged breach of an obligation under this Agreement; and

(b) the submission of the dispute to arbitration under this Article takes place within three (3) years from the date on which the claimant sent the request for consultations under paragraph 1 of this Article.

11. To that extent no arbitration institutions other than those expressly provided for in this Article shall have jurisdiction over disputes under this Agreement.

12. Disputes between an investor of one Contracting Party and the other Contracting Party arising under other arrangements between such an investor and such a Contracting Party shall be settled according to the procedures provided for in such arrangements.

13. Nothing in this Agreement shall prevent the disputing parties from settling such a dispute in out-of-court proceedings, including through conciliation, mediation and other similar procedures agreed upon between the disputing parties.

14. For arbitration proceedings conducted in accordance with UNCITRAL Arbitration Rules:

(a) Three arbitrators shall be appointed to an ad hoc arbitral tribunal.

(b) The language of arbitration shall be English.

(c) The periods of time provided for in paragraphs 2 and 3 of Article 9 of UNCITRAL Arbitration Rules shall be ninety (90) days.

(d) The period of time provided for in paragraph 1 of Article 20 of UNCITRAL Arbitration Rules within which the claimant shall communicate its statement of claim in writing to the respondent and to each of the arbitrators shall be determined by the arbitral tribunal in consultation with the disputing parties, but shall not be less than ninety (90) days {rom the date of delivery of the request for arbitration.

(e) The period of time in paragraph 1 of Article 21 of UNCITRAL Arbitration Rules within which the respondent shall communicate its statement of defense in writing to the claimant and to each of the arbitrators shall be determined by the arbitral tribunal in consultation with the disputing parties, but shall not be less than ninety (90) days from the date of delivery of the request for arbitration.

(f) Neither a disputing party nor arbitral tribunal and its members shall disclose any information concerning the dispute, including the arbitration award, without written consent of both disputing parties.

(g) A plea that the arbitral tribunal does not have jurisdiction, appointment of an arbitrator by the respondent or participation of the respondent in the appointment of an arbitrator, submission by the respondent of its statement of defense shall in no case be considered as acceptance by the respondent of the jurisdiction of the arbitral tribunal.

(h) The arbitral tribunal shall deliver its decision on the objection as to jurisdiction of the arbitral tribunal (rule on the plea of lack of jurisdiction) as a preliminary question before considering the dispute on the merits.

15. In case a dispute has been submitted to a particular arbitration institution in accordance with paragraph 6 of this Article, the rules of procedure applied to such a dispute shall be modified accordingly as set out in paragraph 14 of this Article.

16. At any stage of a dispute raised in accordance with this Article (including the stage of consultations or arbitration proceedings), the respondent may submit to the other Contracting Party a written request for negotiations concerning the interpretation of a specific provision of this Agreement that is subject to the dispute with the claimant. A copy of the request for such negotiations shall be simultaneously sent by the respondent to the claimant and to the arbitration institution, if the dispute has been submitted for consideration of one of the arbitration institutions mentioned in paragraph 6 of this Article.

17. A dispute that is subject to consultations in accordance with paragraph 1 of this Article may not be submitted to arbitration from the date of the receipt of the request for negotiations under paragraph 16 of this Article. In case the dispute was submitted to arbitration under paragraph 6 of this Article before the date of the receipt of the request for negotiations under paragraph 16 of this Article. the arbitration proceedings shall be suspended from that date.

18. A dispute that is subject to consultations in accordance with paragraph 1 of this Article upon expiration of the 1-year period mentioned in paragraph 6 of this Article may be submitted to arbitration and the arbitration proceedings suspended in accordance with paragraph 17 of this Article, unless otherwise agreed by the Contracting Parties. may be continued:

(a) from the date the other Contracting Party submits to the disputing parties a notice of its intention not to engage in negotiations under paragraph 16 of this Article with the respondent:

(b) from the date either of the Contracting Parties submits to the other Contracting Party and to the claimant a notice of joint decision of the Contracting Parties declaring their interpretation of a provision of this Agreement:

(c) from the date either of the Contracting Parties submits to the other Contracting Party and to the claimant a notice that joint decision of the Contracting Parties declaring their interpretation of a provision of this Agreement cannot be reached. but not earlier than sixty (60) days after the date the request for negotiations under paragraph 16 of this Article was submitted by the respondent to the other Contracting Party.

19. A joint decision of the Contracting Parties declaring their interpretation of a provision of this Agreement shall be binding on a tribunal of any ongoing or subsequent dispute, and any decision or award issued by such a tribunal must be consistent with that joint decision.

20. Each disputing party shall recognize the arbitration award as final. Each Contracting Party shall enforce the award in accordance with its laws and regulations.

Article 16. Other Obligations

If the provisions of laws and regulations of either Contracting Party or obligations under international treaties to which both Contracting Parties are parties existing on the date of entry into force of this Agreement or international treaties established thereafter between the Contracting Parties in addition to this Agreement contain the provisions entitling investments by investors of the other Contracting Party to a treatment more favorable than is provided for by the Agreement, such provisions shall. to the extent that they are more favourable to the investor, be applied.

Article 17. Consultations

1. The Contracting Parties shall consult. at the request of either of them, on the matters concerning the interpretation, application or any other matter relating to this Agreement. Where either Contracting Party requests such consultation, the other Contracting Party shall give prompt response.

2. The Contracting Parties may agree on joint understandings on interpretation of the provisions of this Agreement, which shall be binding upon the Contracting Parties and arbitration tribunals established under this Agreement.

Article 18. Entry Into Force, Duration and Termination

1. This Agreement shall enter into force on the first day of the month following after the date on which both Contracting Parties have notified each other in writing that their respective internal legal procedures necessary therefore have been fulfilled.

2. This Agreement shall remain in force for a period of fifteen (15) years. This Agreement will be extended for subsequent periods with the mutual consent of Contracting Parties in writing. After the period of initial fifteen (15) years, within subsequent periods this Agreement may be terminated any time if either Contracting Party gives the other Contracting Party a prior notice in writing twelve (12) months in advance stating 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 of termination of this Agreement, the provisions of this Agreement shall continue to be effective for a period of eight (8) years from the date of termination of this Agreement.

4. The Contracting Parties may mutually agree. in writing. to amend this Agreement.

Done in Saint-Petersburg on 20 June 2025 in duplicate each in the Russian, Myanmar and English languages. all texts being equally authentic. In case of divergent interpretation. the English text shall be used.

For the Government of the Russian Federation

For the Government of the Republic of the Union of Myanmar