

# **General Approaches to the Conclusion of International Agreements of the Russian Federation on the Promotion and Protection of Investments**

## **Section I. Objectives of Concluding an Agreement**

### **Article 1.**

1. The objectives of concluding an international agreement of the Russian Federation on the promotion and protection of investments (hereinafter "Agreement") are to attract foreign investments to the economy of the Russian Federation through the formation of stable, transparent and predictable conditions for investments and the protection of investments, as well as to create effective protection mechanisms for Russian investors and their investments abroad.

## **Section II. Scope of Application of an Agreement**

### **Article 2.**

2. The Agreement shall apply to measures that are adopted or maintained by the Parties to the Agreement, including on a federal, regional and municipal level, and that define the conditions of admission of investments and the activity of investors (in particular, the conditions and procedure for the establishment (creation, registration) of juridical persons, branches, representative offices, individual entrepreneurs, for engaging in other forms of investment of assets, for receiving authorizations necessary for performing an activity, for hiring employees, the procedure for suspension or termination of activity of juridical persons, branches, representative offices, individual entrepreneurs, including bankruptcy procedures as well as the conditions and procedure for possession, use and disposal of other forms of assets by investors).

### **Article 3.**

3. The Agreement shall apply to investments of investors that were made after the Agreement entered into force and, by mutual consent of the Parties to the Agreement, may apply in whole or in part to investments that were made before the Agreement entered into force and that exist in the territory of a Party to the Agreement on the date of entry into force of the Agreement.

### **Article 4.**

4. The Agreement shall not apply to any situations, claims, disputes that existed, arose or ceased to exist before the date of entry into force of the Agreement.

### **Article 5.**

5. The Agreement shall apply to the entire territory of each of the Parties to the Agreement, as well as its exclusive economic zone and continental shelf (if such exist), which are defined in accordance with international law.

### **Article 6.**

6. The Agreement shall apply to assets defined therein that are invested by an investor of one Party to the Agreement in the territory of the other Party to the Agreement. Such investment of assets shall be made in connection with gaining profit in the territory of the Party to the Agreement within the territory of which such assets are invested, or with the expectation of such profit.

### **Article 7.**

7. In accordance with the Agreement investments shall not include assets of a person of a Party to the Agreement that were invested in the territory of the other Party to the Agreement not in accordance with the legislation of such other Party to the Agreement. However, this shall not affect the obligations of such other Party to the Agreement with regard to treatment accorded to investments of these persons in accordance with the Agreement.

#### **Article 8.**

8. The Agreement shall apply to assets that are invested in the territory of either Party to the Agreement by natural persons who are nationals of the other Party to the Agreement, and by juridical persons that are established or constituted in the territory of the other Party to the Agreement.

#### **Article 9.**

9. The Agreement shall not apply to investments of natural persons who are or were nationals of the Party to the Agreement at the time when such investments were made within the territory of which such investments are or were made.

#### **Article 10.**

10. The Agreement shall not apply to investments of juridical persons of a Party to the Agreement that do not engage in substantive business operations in the territory of this Party to the Agreement, to juridical persons of this Party to the Agreement that are owned or controlled by persons of the other Party to the Agreement within the territory of which the investments were or are made, and to juridical persons that are owned or controlled by persons of a third state.

#### **Article 11.**

11. The Agreement shall not apply to services and other types of activities supplied or performed in the exercise of governmental powers by public authorities of a Party to the Agreement or organizations to which such powers were delegated by this Party to the Agreement. The abovementioned services and other types of activities include services and other types of activities supplied or performed neither on a commercial basis nor in competition with other business entities.

### **Section III. Terms of Admission of Investments and Activities of Investors**

#### **Article 12.**

12. The Agreement shall as a general rule provide for national treatment with regard to admission of investments and treatment accorded to these investments in the territory of a Party to the Agreement where investments are made or were made, except for a limited number of exemptions that are agreed upon during negotiations.

#### **Article 13.**

13. The Agreement shall as a general rule provide for most-favoured-nation treatment with regard to admission of investments and treatment accorded to these investments in the territory of a Party to the Agreement where investments are made or were made, except for a limited number of exemptions that are agreed upon during negotiations.

#### **Article 14.**

14. The treatment referred to in paragraphs 12 and 13 of this document shall be accorded subject to whichever is more favourable according to the investor.

#### **Article 15.**

15. The treatment provided for by the Agreement shall not affect rules stipulated in current or future legislation of the Russian Federation on investment in business entities and economy sectors that are natural monopolies or have strategic importance for national defence and state security, privatization, the differences in taxation of residents and non-residents, new sectors of economic activity (services sectors and types of activities that were not supplied and were not performed within the territory of the Russian Federation at the moment of conclusion of the Agreement).

## **Article 16.**

16. The Agreement shall not provide for the possibility to accord to investors of the Parties to the Agreement and to their investments preferences provided in accordance with economic integration agreements, in particular agreements consistent with the requirements of Article V of the General Agreement on Trade in Services (hereinafter - GATS).

## **Article 17.**

17. The Agreement shall guarantee to an investor of each of the Parties to the Agreement the right and the opportunity to challenge or review measures of the other Party to the Agreement that affect his investments within the territory of such other Party to the Agreement through judicial or administrative means in accordance with procedure established by legislation of such other Party to the Agreement. An investor of a Party to the Agreement shall be granted the same conditions of access to courts and administrative authorities of the other Party to the Agreement, within the territory of which investments are made, as investors of such other Party to the Agreement.

## **Article 18.**

18. The Agreement shall stipulate that such measures of general application of each of the Parties to the Agreement as laws and other regulations affecting investments of investors of the other Party to the Agreement shall be administered in a reasonable, objective and impartial manner.

## **Article 19.**

19. The Agreement shall oblige each Party to the Agreement to ensure the publication of its measures of general application affecting investments of investors of the other Party to the Agreement. Such measures shall be published in official sources no later than the date of their entry into force.

## **Article 20.**

20. For each of the Parties to the Agreement a ban shall be provided for requirements imposed in respect of requiring investors of the other Party to the Agreement to use goods originating from such Party to the Agreement as the condition for making investments or for maintaining investments of such investor within its territory, as well as the condition for obtaining preferential treatment or benefits, and imposition of other requirements that are not compatible with the obligations of such Party to the Agreement within the framework of the World Trade Organization.

## **Section IV. Protection of Investments of Investor**

### **Article 21.**

21. The Agreement shall provide for a general ban on the expropriation by one Party to the Agreement of the investments of investors of the other Party to the Agreement except in cases where the expropriation is carried out under the following conditions:

- a) the presence of public interest, in particular, the objectives referred to in paragraph 59 of this document;
- b) full compliance with the procedure provided for by the legislation of such Party to the Agreement. This procedure is to be officially published or otherwise be made publicly available before the date of expropriation;
- c) non-discriminatory basis;
- d) payment of prompt, adequate and effective compensation to the investor for the damage that was caused to him by the expropriation.

### **Article 22.**

22. Acts of expropriation shall include measures (set of measures) of the Party to the Agreement, in the territory of which the investments of investor of the other Party to the Agreement are made, which result in damage to investments. Such measures (set of measures) may include acts of nationalization, requisition or other measures preventing the use, ownership or disposal of the investments by the investor.

## **Article 23.**

23. The fact of damage caused to the investor of a Party to the Agreement in the territory of the other Party to the Agreement, including measures of such other Party to the Agreement, shall not automatically establish that the investments of such investor have suffered expropriation. The Agreement shall provide that the determination of the fact of expropriation requires to take into account the character, nature and actually achieved and declared objectives of measures (set of measures) of such other Party to the Agreement.

## **Article 24.**

24. The Agreement shall provide that the breach of other obligations under the Agreement by a Party to the Agreement established through the dispute settlement mechanism of the Agreement does not mean automatic breach of obligations regarding expropriation by such Party to the Agreement.

## **Article 25.**

25. Expropriation shall not include interim measures imposed on investments of investor of a Party to the Agreement by investigative bodies and judicial authorities of the other Party to the Agreement, in the territory of which the investments were made.

## **Article 26.**

26. Expropriation shall not include measures related to imposition and collection of taxes and fees provided that these taxes and fees are not arbitrary and do not provide for a differentiated rate depending on the origin of the investor or capital, subject to international agreements on taxation that the Parties to the Agreement are party to.

## **Article 27.**

27. Expropriation shall not include cases of requisitioning of investments of the investor by a Party to the Agreement, provided that such measures are applied during natural disasters, accidents, epidemics, epizootics and other similar emergencies and the requisitioned property was returned to the investor without undue delay upon termination of the circumstances due to which the requisition was conducted, with compensation of damage caused to such property in accordance with its market value.

## **Article 28.**

28. Expropriation shall not include customs regulation measures.

## **Article 29.**

29. Expropriation shall not include the issuance of compulsory licenses granted in relation to intellectual property, provided that such issuance does not contradict obligations undertaken by the Party to the Agreement, in the territory of which it is carried out, within the framework of the World Trade Organization.

## **Article 30.**

30. The Agreement shall provide that in any case the determination of whether measures (set of measures) of a Party to the Agreement constitute expropriation requires to analyze the impact of these measures (set of measures) on the real market value of the investments of the investor of the other Party to the Agreement, to consider the duration of application of the relevant measures (set of measures) and their consequences.

## **Article 31.**

31. The Agreement shall provide that the compensation paid to investor due to the expropriation of his investments shall fully compensate the damage caused to them by such expropriation. The assessment of the caused damage shall be based on market principles. The objective reduction in value of the expropriated investments shall be taken into consideration if it occurred because the fact of the impending or effected expropriation became public knowledge.

## **Article 32.**

32. The Agreement shall provide that in case of delay in payment of compensation interest is accrued on the principal amount of compensation up to the date of actual payment at a market- defined rate. Compensation shall be paid in the currency the investment was originally made in. Investor shall be able to convert this payment in any freely convertible currency of his own choice.

## **Article 33.**

33. With regard to any kind of compensation for damage caused to investments of the investor of a Party to the Agreement in the territory of the other Party to the Agreement as a result of military operations, armed conflicts, riots, civil unrest or other similar circumstances, the Agreement shall provide that the investor shall be accorded treatment no less favourable than that accorded to investors of such other Party to the Agreement or any third state.

## **Article 34.**

34. The Agreement shall provide that the transfer of rights in respect of investments of the investor of a Party to the Agreement made in the territory of the other Party to the Agreement under a political (non-commercial) risk insurance contract between this investor and the authorized body or organization of the former Party to the Agreement is conducted without prejudice to the arrangements between the Parties to the Agreement in respect of treatment provided by such other Party to the Agreement regarding admission of investments of the investors of the former Party to the Agreement and regarding existing investments of these investors.

## **Article 35.**

35. The Agreement shall provide investors of either Party to the Agreement with the freedom of transfer of payments related to their investments from the territory of such Party to the Agreement, including compensation for damage caused. Such transfers shall be made in any currency by the choice of the investor. Investor shall have the right to convert the transfers in any freely convertible currency by his choice.

## **Article 36.**

36. Nothing in the Agreement shall prevent the Parties to the Agreement from applying non- discriminatory measures aimed at limiting payment transfers in accordance with legislation of either of the Parties to the Agreement relating to bankruptcy, protection of rights of employees, creditors, accounting and taxation.

## **Article 37.**

37. The Parties to the Agreement shall have right to impose restrictions on international transfers of payments within their rights and obligations under the Articles of Agreement of the International Monetary Fund, as well as due to balance of payments difficulties or the threat of their occurrence. The imposition of restrictions for balance of payments protection purposes shall comply with the provisions of Article XII of the GATS.

## **Section V. Resolution of Disputes between the Investor of One Party to the Agreement and the other Party to the Agreement**

## **Article 38.**

38. The Agreement shall provide that disputes arising between the investor of one Party to the Agreement and the other Party to the Agreement and in relation to the investments of such investor in the territory of such other Party to the Agreement shall be settled in the manner stipulated by the Agreement, the legislation of such other Party to the Agreement or written arrangement between this investor and such other Party to the Agreement.

## **Article 39.**

39. The Agreement shall provide that the investor of one Party to the Agreement and the other Party to the Agreement shall seek to resolve the disputes arising between them in relation to the investments of such investor in the territory of such

other Party to the Agreement through consultations.

#### **Article 40.**

40. The Agreement shall provide that if a dispute arises, the investor of one Party to the Agreement sends the other Party to the Agreement a written request for consultations regarding the dispute.

#### **Article 41.**

41. The Agreement shall provide for a mechanism to exchange information between the Parties to the Agreement in respect of the name and address of its government authority (authorities) where the investor of the other Party to the Agreement shall send a notification proposing to initiate consultations in case of dispute, as well as for mechanisms of communicating such information to investors of the Parties to the Agreement.

#### **Article 42.**

42. The Agreement shall provide for requirements to the content of the notification proposing to initiate consultations. The notification shall include the following information:

- a) full name of the investor that is a party to the dispute, the actual and legal address or address of registration (if available) of the investor;
- b) full name of the representative of the investor that is a party to the dispute, the actual and legal address or address of registration (if available) of the investor, together with documents confirming the right of the representative to act on behalf and in favour of the investor with regard to the dispute (in the presence of a representative);
- c) description of the substance of dispute;
- d) description of each measure of the Party to the Agreement that is subject of the dispute;
- e) provisions of the Agreement which, according to the investor, each of the contested measures of the Party to the Agreement does not comply with;
- f) proposals of the investor that is a party to the dispute on the possible resolution of the dispute.

#### **Article 43.**

43. The Agreement shall provide that if the notification does not contain the information indicated in paragraph 42 of this document or is not served to the government authorities of the Party to the Agreement that is a party to the dispute provided in paragraph 41 of this document such notification is not considered duly delivered.

#### **Article 44.**

44. If consultations have not been initiated or have not resulted in a mutually beneficial resolution within 180 days from the date of receipt of the duly delivered written request for consultation by the investor of one Party to the Agreement to the other Party to the Agreement, the dispute may be submitted by the investor that is a party to the dispute to one of the institutions specified in paragraphs 45 and 46 of this document.

#### **Article 45.**

45. Disputes arising between an investor of one Party to the Agreement and the other Party to the Agreement regarding investments of such investor in the territory of such other Party to the Agreement may be submitted by the investor to a national court of the Party to the Agreement that is a party to the dispute.

#### **Article 46.**

46. If the Agreement contains a provision on settlement of such disputes through arbitration, disputes relating to the investments of the investor of one Party to the Agreement in the territory of the other Party to the Agreement and arising between this investor and such other Party to the Agreement in connection with a measure of such other Party to the Agreement that in the investor's view is inconsistent with the provisions of the Agreement, can be submitted by the investor

to one of the arbitration bodies agreed upon by the Parties to the Agreement to the extent specified in the Agreement. For that purpose, the investor sends to the Party to the Agreement that is a party to the dispute a request to submit the dispute to the arbitration body. Such arbitration bodies may include an ad hoc arbitral tribunal or a permanent arbitration institution. Any arbitration bodies that are not directly specified in the Agreement do not have jurisdiction over disputes under the Agreement. Any arbitration bodies, whether ad hoc or permanent, are not authorized to use arbitration rules that are not specified in the Agreement.

Disputes arising from the written arrangements between an investor of one Party to the Agreement and the other Party to the Agreement and that are not in breach of the provisions of the Agreement that the investor refers to, are submitted to arbitration bodies subject to procedure specified in such arrangements and cannot be submitted to the arbitration body specified in the Agreement.

## **Article 47.**

47. In accordance with the Agreement a request for arbitration shall not supplement or amend the claims set out in the notification proposing to initiate consultations for consultations. In particular, the arbitration body shall not have the right to consider disputes and rule on whether measures of the Party to the Agreement are consistent with the provisions of the Agreement, if such measure or provisions were not specified in the notification proposing to initiate consultations.

During the arbitration proceedings the investor that is a party to the dispute does not have the right to amend or supplement its claims in such a manner that these amendments or supplements go beyond the jurisdiction of the arbitral tribunal (in particular, the requirement to send a written request for arbitration to the Party to the Agreement that is a party to the dispute was not fulfilled).

## **Article 48.**

48. The Parties to the Agreement may at any time agree on the interpretation of specific provisions of the Agreement in accordance with procedure established by the Agreement.

## **Article 49.**

49. At any point in the dispute (whether at the stage of consultations or at the stage of arbitral proceedings) the Party to the Agreement which is a party to the dispute may send a notification to the other Party to the Agreement proposing to initiate consultations on the interpretation of specific provisions of the Agreement that are subject of the dispute with the investor of the other Party to the Agreement. A copy of the notification shall be simultaneously sent by the Party to the Agreement requesting consultations on interpretation, to the investor that is a party to the dispute, and to the arbitration body, if the dispute was submitted to an arbitration body.

If the dispute is at the stage of consultations, the dispute may not be submitted by the investor to an arbitration body from the date of receipt of the notification. If the dispute was submitted to an arbitration body before the date the notification proposing consultations on interpretation was sent, the arbitration body shall suspend its work.

If the dispute is at the stage of consultations or if the dispute is under consideration by an arbitration body and its work has been suspended, then the dispute may be submitted by the investor to an arbitration body or the arbitration body resumes its work, accordingly:

- a) from the date the other Party to the Agreement submits to the parties to the dispute a notice of its intention not to initiate consultations with the Party to the Agreement that is a party to the dispute;
- b) from the date either of the Parties to the Agreement submits to the other Party to the Agreement and to the investor a notice of joint understanding between the Parties to the Agreement on the interpretation of provisions of the Agreement;
- c) from the date either of the Parties to the Agreement submits to the other Party to the Agreement and to the investor a notice that understanding on interpretation of specific provisions of the Agreement cannot be reached, but no earlier than 60 days from the date the notification proposing consultations on the interpretation of specific provisions of the Agreement was submitted by a Party to the Agreement to the other Party to the Agreement.

## **Article 50.**

50. The Agreement shall provide that any joint interpretation of the provisions of the Agreement reached by the Parties to the Agreement is binding for the Parties to the Agreement, investors of the Parties to the Agreement and bodies to which

according to the Agreement the disputes between the Parties to the Agreement or between a Party to the Agreement and an investor of the other Party to the Agreement are submitted.

## **Article 51.**

51. In accordance with the provisions of the Agreement an investor of a Party to the Agreement shall have no right to submit a dispute to arbitration if a notification proposing to initiate consultations was sent to the Party to the Agreement that is a party to the dispute after two years have elapsed from the date on which he acquired, or should have acquired, knowledge about the events the dispute arose from.

An arbitration body shall have no right to accept a dispute for consideration if the investor of a Party to the Agreement sent a request for arbitration after three years have elapsed from the date of its notification proposing to initiate consultations regarding this dispute.

## **Article 52.**

52. In case of a dispute arising in connection with the Agreement, nothing in the Agreement, including most-favourable-nation treatment accorded under the Agreement, shall provide investors of the Parties to the Agreement with the right to use dispute settlement mechanisms other than those expressly set out in the Agreement in case of a dispute arising in connection with the Agreement, unless both parties to the dispute have agreed otherwise in writing.

## **Article 53.**

53. If the investor of a Party to the Agreement submits the dispute to an ad hoc arbitral tribunal, such a dispute shall be subject to settlement in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (hereinafter - UNCITRAL) under the following terms, unless the parties to the dispute agree otherwise:

- a) 3 arbitrators shall be appointed to and ad hoc arbitral tribunal;
- b) the place of arbitration and the language of arbitration shall be specified in the Agreement;
- c) the periods of time provided for in paragraphs 2 and 3 of Article 9 of UNCITRAL Arbitration Rules shall be replaced by 90 days, respectively;
- d) the period of time provided for in paragraph 1 of Article 20 of UNCITRAL Arbitration Rules shall be determined by the arbitral tribunal, but shall not be less than 90 days from the date of delivery of the request for arbitration;
- e) the period of time provided for paragraph 1 of Article 21 of UNCITRAL Arbitration Rules shall be determined by the arbitral tribunal, but shall not be less than 90 days from the date of delivery of the request for arbitration;
- f) Neither the parties to the dispute nor the arbitral tribunal and its members shall have the right to disclose any information concerning the dispute, including the arbitration award, without written consent of both parties to the dispute. UNCITRAL Rules on Transparency for Treaty-based Investor-State Arbitration shall not apply;
- g) the appointment of an arbitrator by a Party to the Agreement, or its participation in the appointment of an arbitrator, as well as its submission of a plea that the arbitral tribunal does not have jurisdiction or its submission of its statement of defense concerning the investor's claims shall not deprive this Party to the Agreement of the right to raise an objection regarding the jurisdiction of the arbitral tribunal (to raise a plea that the arbitral tribunal does not have jurisdiction);
- h) the arbitral tribunal shall rule on the objection as to the jurisdiction of the arbitral tribunal (rule on the plea of lack of jurisdiction) as a preliminary question before considering the dispute on the merits.

## **Article 54.**

54. Other arbitration rules that apply when submitting a dispute to permanent arbitration institutions specified in the Agreement shall be amended accordingly.

## **Article 55.**

55. Arbitration awards adopted in accordance with the Agreement shall be binding on the parties to the dispute. The Parties to the Agreement shall ensure implementation of such awards in accordance with their legislation.



## **Article 56.**

56. The Parties to the Agreement may agree on the list of arbitrators that shall be used by the parties to the dispute for the appointment of arbitrators.

## **Article 57.**

57. Disputes between an investor of one of the Parties to the Agreement and the other Party to the Agreement arising out of other arrangements between such investor and Party to the Agreement shall be settled according to procedures provided for in such arrangements.

## **Article 58.**

58. The Agreement shall not prevent parties to the dispute from settling such disputes in out-of-court proceedings, including through conciliation, mediation and other similar procedures, agreed upon between the parties to the dispute.

# **Section VI. General Exceptions**

## **Article 59.**

59. The provisions of the Agreement shall not prevent the Parties to the Agreement from taking measures on a non-discriminatory basis that are necessary to protect human, animal or plant life or health, the environment, exhaustible natural resources, public morals or public order, consumer rights, cultural, historical or archaeological heritage, personal data or other confidential information with dissemination restricted in accordance with the legislation of the Party to the Agreement that implements such measures, as well as measures to combat corruption, laundering of proceeds from crime and terrorism.

## **Article 60.**

60. The provisions of the Agreement should not prevent the Parties to the Agreement from taking prudential measures, as it is provided for inter alia in paragraph 2 of the Annex on Financial Services of the GATS.

## **Article 61.**

61. The provisions of the Agreement shall not prevent the Parties to the Agreement from taking measures necessary to protect essential security interests relating to emergencies in international relations, including war, relating to the supply for the needs of armed forces and law enforcement agencies, relating to the supply of fissionable materials or materials from which they are derived.

## **Article 62.**

62. The provisions of the Agreement shall not prevent the Parties to the Agreement from taking measures necessary to fulfill their obligations under the United Nations Charter. The Parties to the Agreement shall immediately notify each other of taking such measures if they can affect the investments of their investors.

## **Article 63.**

63. Measures adopted by a Party to the Agreement on the grounds provided for in paragraphs 61 and 62 of this document shall not be subject to arbitration in case of disputes arising between an investor of one Party to the Agreement and the other Party to the Agreement.

# **Section VII. Other Obligations**

## **Article 64.**

64. The Agreement shall not prevent a Party to the Agreement from according investors of the other Party to the Agreement treatment more favourable than the treatment fixed in the Agreement if this treatment is provided for in its national

legislation or international agreements that all Parties to the Agreement are party to.

#### **Article 65.**

65. The Parties to the Agreement shall not use reduction or understating of environmental or labour standards, easing of legislation on the fight against corruption, international terrorism or laundering of money derived from criminal offences, as tools to attract investment into their territory.

#### **Article 66.**

66. The Agreement shall provide for effective instruments for exchange of information related to the current legislation and policies on investment attraction and regulation of the Parties to the Agreement and for consultations on any matters related to the interpretation, application and revision of the Agreement, including through the establishment of a joint committee consisting of representatives of the Parties to the Agreement, as well as a provision on the formation and functioning of such a joint committee.

#### **Article 67.**

67. The Agreement shall provide that nothing in the Agreement shall be construed as requiring the Parties to the Agreement to disclose confidential information.

### **Section VIII. Disputes between the Parties to the Agreement**

#### **Article 68.**

68. The Agreement shall provide that the Parties to the Agreement should seek to resolve disputes that arise between them in connection to the Agreement amicably through consultations.

#### **Article 69.**

69. The Agreement shall provide that in case of a dispute between the Parties concerning the interpretation or application of the Agreement, either of the Parties to the Agreement may send a notification to the other Party to the Agreement with a proposal to initiate consultations relating to the dispute.

#### **Article 70.**

70. Depending on the situation, the Agreement may provide that if such consultations have not been initiated or have not led to mutually beneficial resolution of the dispute within 6 months from the date the notification with a proposal to initiate consultations was sent, either of the Parties to the Agreement may send the other Party to the Agreement a notification of arbitration.

#### **Article 71.**

71. If the Agreement contains a provision on dispute settlement through arbitration, it shall stipulate that arbitral tribunal formed by parties to the dispute shall consist of 3 members, one of which serves as chairman of the tribunal. The Agreement shall determine the procedure for appointing the members of the arbitral tribunal, including its chairman, in case the parties to the dispute are unable to perform the necessary appointments.

#### **Article 72.**

72. The Parties to the Agreement may agree upon and specify in the Agreement a list of individuals to be used by the parties to the dispute when appointing members of the arbitral tribunal.

#### **Article 73.**

73. The Agreement shall provide that the arbitration award is binding on the parties to the dispute.

#### **Article 74.**

74. In accordance with the Agreement, each party to the dispute shall bear the expenses related to the activities of its appointed member of the arbitral tribunal and of its representation in the arbitration proceedings. The costs relating to the chairman's work and other expenses shall be born by the parties to the dispute in equal shares. The tribunal may provide for in its award that one of the parties to the dispute shall bear a larger share of the costs.

## **Section IX. Final Provisions**

### **Article 75.**

75. The Agreement shall enter into force from the date of receipt through diplomatic channels of the last written notification that the Parties to the Agreement have completed internal legal procedures necessary for its entry into force.

### **Article 76.**

76. The Agreement shall provide for an initial (not less than 10 years) period of duration of the Agreement, during which it cannot be terminated by either of the Parties unilaterally. Upon expiration of this period it may automatically extend for periods defined in the Agreement, unless one of the Parties to the Agreement sends written notice of its intention to terminate the Agreement to the other Party to the Agreement through diplomatic channels at least 12 months prior to the expiration of the current period of duration of the Agreement.

### **Article 77.**

77. Upon termination of the Agreement its provisions shall continue in effect in respect of investments made prior to its termination date and existing on the date of termination, during the next 10 years, unless the Parties to the Agreement agree otherwise during its termination.

## **Section X. Other Provisions**

### **Article 78.**

78. The presence or absence of any provision in this document does not predetermine the specific content of an Agreement.

### **Article 79.**

79. This document cannot be used to interpret provisions of agreements that were concluded prior to the entry into force of the Resolution of the Government of the Russian Federation of 30 September 2016 Ne 992 "On the conclusion of international agreements of the Russian Federation on the promotion and protection of investments" or that will be concluded after the entry into force of this resolution.