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

The Government of the Italian Republic and the Government of Barbados (hereinafter referred to as the Contracting Parties),

Wishing to create favorable conditions for greater economic cooperation between the two countries and, in particular, investments by investors of a Contracting Party in the territory of the other Contracting Party and,

Recognizing that the promotion and mutual protection under international agreements of these investments will contribute to stimulate entrepreneurial initiatives that are conducive to the prosperity of the two Contracting Parties,

Have agreed as follows:

Article 1. Definitions

For the purposes of this Agreement:

1. "Investment" means, irrespective of the legal form chosen, any property invested by natural or legal persons of a Contracting Party in or on the territory of the other Contracting Party before or after the entry into force of this Agreement in accordance with the laws and with the regulations of the latter. A change in the form in which the assets are invested does not affect their investment character and the term "investments" includes all investments made before or after the date of entry into force of that agreement. In this context, the term 'investment' means:

a) Property rights on movable and immovable property, as well as any other real rights, including, as far as is usable for investment, the real rights of collateral on third party property;

b) Shares, bonds, shareholdings and any other title of credit as well as public securities in general;

c) Financial claims, or any other right for commitments and benefits of an economic value, relating to investments, as well as invested income reinvested;

d) Copyright, royalties, trade marks, patents, industrial designs and other intellectual and industrial property rights, know-how, commercial secrets, firm and start-up;

e) Any right of economic nature conferred by law or by contract, as well as any license and concession issued in accordance with current administrative provisions or other regulations for the pursuit of economic activities, including those for prospecting, cultivation, extraction and exploitation of natural resources.

2. "Investor" means a natural or legal person of a Contracting Party which has carried out, makes or is making investments in the territory of the other Contracting Party.

3. "Natural person" means, for each Contracting Party, a natural person who, by law, has a nationality.

4. "Legal person" means, with reference to each Contracting Party, any entity having its registered office in the territory of one of them and recognized by law as public bodies, corporations of persons or capital, foundations, associations And, this, regardless of whether their responsibility is limited or not.

Power and any legal act of legal persons are governed by the laws or regulations of the Party in whose territory the investments were made.

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

6. "Territory" means, in addition to land within the land borders, the territorial sea and the exclusive area on which the Contracting Parties exercise sovereignty or exercise sovereignty or jurisdiction under international law.

Article 2. Promotion and Protection of Investment

1. Each Contracting Party shall encourage the investment of the other Contracting Party to make investments in its territory and shall authorize it in accordance with its legislation.

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

Article 3. National Treatment and Most Favored Nation Clause

1. Each Contracting Party, in its territory, shall grant investment and the income of the investors of the other Party a treatment no less favorable than that accorded to its nationals or third-country investors.

2. The treatment accorded to the activities directly linked to the investments of investors of each Contracting Party shall not be less favorable than that accorded to the like activities of its own investors or any third country.

3. Both Parties shall, in accordance with their laws and regulations, regulate the issues of entry, residence, employment and displacement in their respective territories to which the citizens of the other Party and members of their families engaged in activities shall face Related to investments in the spirit of that agreement.

4. The provisions of paragraphs 1 and 2 of this Article shall not apply to the advantages and privileges that a Contracting Party recognizes or recognizes in future to third countries as a result of:

a) Its membership of customs or economic unions, common market organizations, free trade areas, regional or sub-regional agreements;

b) International multilateral economic agreements; or

c) Agreements to avoid double taxation or to facilitate cross-border exchanges.

Article 4. Compensation for Damage or Loss

1. Where investors in either of the two Contracting Parties suffer losses or damages in the investments made by them in the territory of the other Party due to wars or other armed conflicts, revolutions, national emergency situations, riots, insurrections, riots or other similar occurrences, they shall have a treatment in respect of restitution, indemnification, compensation or other liquidation, no less favorable than that which the other Contracting Party grants to its nationals or undertakings or to third-country nationals and undertakings.

2. Without prejudice to paragraph 1 of this Article, repayment or adequate compensation shall be granted to citizens and companies of a Contracting Party who, in any of the situations referred to in that paragraph, incur losses or damage to the territory of the other Contracting Party resulting from:

a) Requisition of their property by the forces or authorities of the country in which the investment was made; or

b) Destruction of their property by the forces or authorities of the host country that was not caused by acts of warfare or which was not caused by force majeure.

3. Compensation payments must be freely transferable without undue delay.

Article 5. Nationalization or Expropriation

1. Investments referred to in this Agreement may not be subject to measures limiting the right of ownership, possession, control and enjoyment of rights to them, for a fixed or indefinite period, except as provided for by law or by regulation.

2. Investors' investments by one of the Contracting Parties shall not be directly or indirectly nationalized, expropriated, or subject to measures having similar effects (hereinafter referred to as expropriation or nationalization) within the territory of the other Part except for public purposes, for reasons of national interest, against immediate, full and effective compensation and provided that such measures are taken on a non-discriminatory basis and in accordance with the law provisions and procedures.

3. Compensation will be equivalent to the market value of the investment immediately before the date on which nationalization or expropriation decisions have been announced or made public. In determining the market value, any factor that may have influenced the value must be considered before such measures have been made public by the authorities. The market value will be determined on the basis of accepted international benchmarks. If market valuation difficulties are found, compensation will be determined on the basis of a fair valuation of the investment value, taking into account all relevant factors such as those elements that make up the distinctive features of the investment. Compensation will be determined in a currency convertible to the official exchange rate applicable on the day on which the decision to nationalize or expropriate has been announced or made public and will include interest at the LIBOR rate from the date of nationalization or expropriation up to the date of payment . In the event of a failure between the investor and the Contracting Party in whose territory the investment has been made, the compensation shall be calculated in accordance with Article 9 of this Agreement on settlement of disputes. Once the compensation has been determined, this will have to be paid promptly and the authorization to repatriate must be issued.

4. The provisions of paragraph 1 of this Article shall also apply to profits deriving from an investment and, in the event of liquidation, the income derived from it.

5. If, following an expropriation, the asset in question has not been used, wholly or in part, for a public purpose, the owner or his representatives have the right to repurchase the good at market price subject to reciprocity.

Article 6. Repatriation of Capital, Profits and Income

1. Each of the Contracting Parties will guarantee to the investors of the other, once the investors have fulfilled any tax obligation that they can transfer abroad in any convertible currency and without undue delay, the following:

a) Equity capital and additional capital allowances used respectively to start an investment and to maintain and increase investment;

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

c) Sums deriving from the total or partial sale or liquidation of an investment for closure or other reasons; If the revenue constitutes considerable sums and in times of exceptional difficulties in the balance of payments, the transfer of a minimum of 33 1/3% to the honey is guaranteed over a period of 3 years at the corresponding commercial interest rate. This measure is not prejudicial to any other agreement reached between the investor and the Contracting Party involved in the transfer of such proceeds;

d) Funds for the repayment of loans relating to an investment and the payment of interest thereon; Provided that the competent authorities have obtained, where necessary, the consent to the reimbursement plan;

e) Remuneration and benefits received by nationals of the other Contracting Party and derived from subordinated employment and services rendered in connection with investments made in their territory, to the extent and in accordance with the procedures laid down by the applicable national laws and regulations.

2. In view of Article 3 of this Agreement, the Contracting Parties undertake to grant the transfers referred to in paragraph 1 of this Article a treatment no less favorable than that accorded to investments made by third-country investors.

3. A Contracting Party shall be authorized to derogate from the provisions of paragraphs 1 and 2 of this Article where the capital entered into its territory has not been granted, where requested, an approved status under the regulations on trade control in force in the territory of that Contracting Party At the time of its introduction, unless such capital has been introduced prior to the existence of such regulations.

Article 7. Subrogation

In the event that a Contracting Party or its institution has granted an insurance against non-commercial risks for investments made by an investor in the territory of the other Contracting Party and has made payments to that investor on the basis of the guarantee granted, by the latter Party, which is recognized as surrogate in law in the same credit position of the insured investor. For Articles 4, 5 and 6 of this Agreement, the payments to be made to the Contracting Party or its establishment by virtue of such a surrogate shall be made respectively.

Article 8. Transfer Mode

1. The transfers referred to in Articles 4, 5, 6, 7 shall be made without undue delay and, in any event, within six months after all tax obligations have been met. Transfers shall be made in a currency convertible to the official exchange rate applicable

on the date on which the investor submits the request for the transfer, subject to the provisions of Article 5 (3) of the exchange rate applicable in the case of nationalization or expropriation.

2. The provisions of this Agreement will not, however, limit the application of internal provisions to prevent evasion and avoidance of taxation. To that end, the competent authority of each Contracting Party undertakes to provide any useful information at the request of the other Party.

Article 9. Settlement of Disputes between Investors and Contracting Parties

1. Any dispute arising between a Contracting Party and an investor of the other in relation to the investments made by that Contracting Party in the territory of the other Contracting Party shall, as far as possible, be resolved amicably.

2. If such disputes cannot be resolved amicably within three months of the written submission of the settlement request, the investor concerned may, in his or her choice, refer the matter to the competent local authorities for the settlement of such disputes or submit them to conciliation or arbitration In accordance with the provisions of Articles 28 and 36 of the Washington Convention of 18 March 1965 on the Settlement of Contracts concerning Investments between States and Citizens of Other States (the Convention).

3. Nothing in this Article shall be construed as an impediment to the Contracting Party and to the investor of the other Contracting Party to agree to submit at any time, by mutual agreement, the dispute referred to in the paragraphs before conciliation or arbitration respectively in accordance with Articles 28 and 36 of the Convention.

4. Where the dispute concerns a matter other than expropriation or nationalization in accordance with Article 5, the Contracting Party concerned shall allow its immediate submission, if so preferred by the investor, to:

a) Arbitration or conciliation under Articles 28 and 36 of the ICSID Convention; or

b) An ad hoc arbitration tribunal, in accordance with the procedures established by the United Nations Commission on International Commercial Law (UNCITRAL), in accordance with UNGA Resolution 31/98 of 15 December 1986; or

c) To conciliation in accordance with the procedures established by UNCITRAL standards in accordance with the relevant UNGA resolution.

5. In relation to arbitration, the Contracting Party which forms part of the dispute will not raise any objection to any level of procedure or application of a decision on the fact that the investor, who is the other Contracting Party to the dispute, has received, following an insurance contract, a compensation for part or all of the losses.

6. A legal entity incorporated or constituted under the law in force in the territory of a Contracting Party in which, before such a dispute arises, the majority of the shares were owned by citizens of the other Contracting Party must be dealt with in accordance with the provisions of Article 25 (2b) of the Convention - as a national of the other Contracting Party.

7.1. Both Parties will refrain from negotiating through a diplomatic channel a dispute already filed with the International Center for Settlement of Investment Disputes (the Center) unless:

a) The Secretary-General of the Center, or a conciliation commission or an arbitral tribunal constituted by it, decides that the dispute does not fall within the jurisdiction of the Center; or

b) The other Contracting Party shall not uphold and disregard the decision of the arbitral tribunal.

This does not preclude informal diplomatic exchanges for the sole purpose of facilitating dispute resolution.

7.2. In addition, both Contracting Parties shall also refrain from negotiating through diplomatic channels any matter relating to any arbitration or arbitration procedure established under the UNCITRAL Regulations until such proceedings have been concluded and the Contracting Party concerned has failed to comply with the decision of the conciliation commission or the arbitral tribunal.

Article 10. Settlement of Disputes between the Contracting Parties

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

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

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

4. If, within the time limit referred to in paragraph 3 of this Article, the appointments of the two members have not yet been completed, each of the two Contracting Parties may request their appointment to the President of the International Court of Justice. If he is a citizen of one of the Contracting Parties or for any other reason he is not able to make his appointments, he will be asked by the Vice President of the Court. Whenever the vice president is a citizen of one of the Contracting Parties or for whatever reason he is not even able to make appointments, he will appoint an older member of the International Court of Justice who is not a citizen of one of the Contracting Parties.

5. The arbitral tribunal will decide by majority vote and its decisions will be binding. Each Contracting Party shall bear the costs of its arbitrator and those for his participation in the arbitration proceedings. The expenses of the President and the remaining expenses shall be borne by the two Parties equally. The court may, however, decide by its own decision that a higher proportion of the costs must be borne by one of the two Contracting Parties and that decision shall be binding on both Contracting Parties.

The arbitral tribunal will establish its own procedures.

Article 11. Relations between Governments

The provisions of this Agreement shall apply irrespective of the fact that there are diplomatic or consular relations between the Contracting Parties.

Article 12. Application of other Provisions

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

2. If a Contracting Party has adopted, for the investors of the other Party, legislation which is more advantageous than that provided for by this Agreement by virtue of laws, regulations, provisions or specific contracts, it will be more favorable to such treatment.

Article 13. Entry Into Force

This Agreement shall enter into force on the date on which the two Contracting Parties have exchanged notification of the completion of their respective constitutional procedures.

Article 14. Duration and Expiration

1 . This Agreement shall remain in force for ten years from the date of completion of the notification procedures referred to in Article 13 and shall remain in force until the expiry of twelve months after the date on which either of the Contracting Parties has notified in writing Other than to terminate it. Article 13 shall remain in force until the expiration of twelve months after the date on which either of the Contracting Parties has notified the other in writing that it wishes to terminate.

2 . For investments made before the expiry dates referred to in the preceding paragraph, the provisions of Articles 1 to 12 shall remain in force for a period of twenty years after the date of such term and without prejudice to the application of the general principles Of international law.articles 1 to 12 will remain in force for a lapse of twenty years after the date of the deadline and without prejudice to the application of the general principles of international law.

Done in duplicate at Bridgetown on 25 October 1995, both in Italian and in English, both texts being equally authentic.

For the Government of Barbados

For the Government of the Italian Republic