Agrement between the Government of the State of Qatar and the Government of the Republic of Kazakhstan signed an agreement on encouragement and mutual protection of investments

Hereinafter referred to as the Government of the Republic of Kazakhstan and the Government of the State of Qatar,

An increase in investments by investors of the other Contracting Party in the territory of one Party with the intention to create favorable conditions for stimulation;

In the interests of economic development promotion and protection of investments between the two Parties recognize encourage the flow of capital and technology; Have agreed as follows:

Article 1. Definitions

For the purposes of this Agreement, and unless otherwise specified, the following words and terms, the corresponding values:

1. "investor":

a) in respect of the Republic of Kazakhstan:

(I) in accordance with the national legislation of the Republic of Kazakhstan, who is a citizen of any individual;

(II) any legal person registered in accordance with the national legislation of the Republic of Kazakhstan;

B) in respect of the State of Qatar:

(I) its use of individuals who have the status of a citizen under the laws of the State of Qatar;

(II) in accordance with the laws of the State of Qatar or established in the territory of the State of Qatar and the headquarters of the government and non-governmental agencies, corporations, companies, firms or business associations.

2. "investment" in whose territory the investment by implementing the Party in accordance with the national legislation of the business and business means any property acquired or created by the service, and in particular, though not exclusively:

(A) movable and immovable property, as well as a pledge, as well as guarantees the right to hold property or other proprietary rights;

(B) the shares of the company's shares, debt obligations and any other forms of participation in companies;

(C) the economic value of the money or the implementation of any agreement;

(D) (Ho) of the Party in accordance with the national legislation of intellectual property rights;

(E) of oil and other natural resources, including concessions for exploration and production, in accordance with the laws or contract concessions.

Any changes in the form of assets invested or reinvested does not affect their character as investments.

3. "Proceeds" means the amount of money received from investments and, in particular, but not exclusively, profits, interest, income from capital appreciation, dividends, royalties and fees.

4. "Territory":

a) the Republic of Kazakhstan: its national law and implemented in accordance with international law, the sovereignty of the Republic of Kazakhstan and legal competence of land use, water, earth and air space, including land, sea and air within the

boundaries of the area.

b) the State of Qatar: the rules of international law and national sovereignty of the State of Qatar in accordance with the laws and regulations of the State of Qatar and the carrying out of its sovereign rights over the seabed and subsoil and airspace, exclusive economic zone and continental shelf, including the location of the State of Qatar, internal and territorial waters.

Article 2. Scope of the Agreement

Unless otherwise provided in this Agreement, investors in the territory of the other Party of any of the Parties to this Agreement, prior to the entry into force of this Agreement, as well as in accordance with its national law is carried out and then apply to investments, which have been accepted as such, but declared prior to the entry into force of this Agreement or ordered not apply to any disputes or claims relating to an investment.

Article 3. The Promotion and Protection of Investments

1. Each Party shall in accordance with its laws and regulations to encourage investments in its territory by investors of the other Party and create favorable conditions for the implementation of allow such investments.

2. Each Party returns for investors and investments fair and equitable treatment in the territory of the other Party. Reinvested income, such as investment protection.

Article 4. National Treatment and Most Favored Nation Treatment

1. Each Party shall ensure favorable returns for investments by investors of the other Party and its investments or investors of any third state provides treatment no less favorable than that accorded to investments.

2. The Parties to the provisions of paragraph 1 of this Article, investors in any of the following:

(A) any existing or future customs union, free trade zones, regional economic organizations or similar agreements relating to international agreements;

(B) wholly or mainly to taxation in any international agreement or on the basis of national legislation relating to the participation of any party shall not be considered as giving permission to use the advantages provided by third-country investors.

Article 5. Expropriation and Compensation

1. Any direct or indirect investor of another Party expropriation or nationalization of investments may not be administered, other than as follows:

(A) public purpose;

(B) non-discriminatory manner;

(C) in accordance with the relevant legal procedure;

(D) in accordance with paragraphs 2 and 3 of this Article, the payment of prompt, adequate and effective compensation, except qab ldanat ndard any similar measures (hereinafter referred to as expropriation) is not accepted.

2. Payment:

(A) shall be paid without delay and without any restriction. Delayed as a result of this delay any exchange rate losses will be borne by the host Party;

(B) direct expropriation or before the impending expropriation was previously known of this situation is about equal to the amount of the value of the expropriated investment at the time. Value should be determined in accordance with generally accepted valuation principles;

(C) be implemented fully and freely transferable;

(D) expropriation until the date of actual payment from the date of payment of interest at a commercial rate established on a market basis for the currency deposit should be included.

3. On the other hand, any claim of casualties ekspropriaciyas nan assessment of investments in accordance with the provisions of this Article, the investor of the Party and its business, including the payment of compensation subject to judicial or other competent and independent authority of the Party in the last revision of operational rights.

4. Party in accordance with its laws and regulations in force in the territory of the other Party and investor interests or assets ekspropriaciyalasa established companies, which are the owner of such shares in relation to investments by investors of the other Party, insofar as is necessary to ensure a fair and equitable compensation 1 of this Article guarantees that all the provisions of the paragraph.

Article 6. Compensation for Losses

One of the investors in the latest investments in the territory of the other Party Party Party owing to war or other armed conflict, national emergency or suffer losses as a result of civil unrest, the latter Party restitution, compensation, compensation or other settlement, its investors and investors of any third state final submission Party treatment no less favorable. Article 5, as a result of payments made in accordance with paragraphs 2 and 3.

Article 7. Transfers

1. Each Party shall in accordance with its national laws and their investments in its territory of investors of the other Party and ensures the transfer of payments to be paid in respect of an investment. Such payments, in particular, but not exclusively, the following:

(A) the initial capital and an additional amount for the maintenance or increase of the deposit;

(B) income;

(C) the proceeds from the sale or liquidation of all or part of the investment;

(D) (Conti), including debt payments carried out in accordance with the agreement;

(E) the compensation to be paid in accordance with Articles 5 and 6 of this Agreement;

(F) payments arising out of disputes;

(G) leased from abroad and working in connection with an investment in staff salaries and other compensation to be paid.

2. Each Party shall ensure that the transfers referred to in paragraph 1 of this Article the date of transfer of the investments carried out in the territory of the Party to provide a freely convertible currency at market exchange rates.

3. In the absence of the foreign exchange market currencies in Right of the International Monetary Fund's Special Drawing turnover for the most recent exchange rate should be used.

4. In case of a delay caused by the transfer to the host and from the date of transfer of the transfer as well as demand for the currency before the date of the actual transfer must include interest at a commercial rate established on a market basis, and it will pay the same Party.

5. Notwithstanding paragraphs 1-4 of this Article, any Party, through the application of its national law in a fair and non-discriminatory application of national legislation such transfer shall not be used as a means of avoiding the obligations of the parties under this Agreement:

(A) the tax liability;

(B) protect the rights of creditors;

(C) violations or criminal offenses;

(D) To ensure compliance with the decisions of the court proceedings, or the court orders to interrupt.

Article 8. Subrogation

If the Party in the territory of the other Party or its designated agency, for any non-commercial risks with regard to investments of investors of any guarantee to compensate investors depending on their requirements under this Agreement and if such payments where the second Party or its subrogation rights of the authorized body of the first Party and the implementation of such investors

Acknowledges that it has the right to nominate the requirements. Subrogation rights and claims resulting from such investors shall not exceed the original rights or claims.

Article 9.

Part y.

"and the settlement of disputes between investors of the other Party

1. The provisions of this Agreement Party and the investor of the first Party in connection with an investment by an investor in the territory of the other Party of any dispute should be settled through negotiations as soon as possible.

2. If such a dispute in accordance with the provisions of paragraph 1 of this article to resolve through negotiations with any party to the dispute be settled within six months from the date of the written request of any party to the dispute for the consideration of the dispute:

(A) investments in the territory of the Party carried out by a competent court;

(B) On March 18, 1965, in Washington state and other states of the natural or legal persons in accordance with the provisions of the Convention on the Settlement of Investment Disputes between (the entry into force of the Convention for the parties) or in accordance with the rules of the International Centre for Settlement of Investment Disputes additional services (one of the parties or both of the Contracting Parties to the Convention entered into force) to settle the dispute in accordance with this Convention of the international Centre for Settlement of Investment disputes;

(C) of the United Nations Commission on International Trade Law (UNCITRAL) arbitration and in accordance with the provisions of the "ad hoc" arbitration may be submitted to the court.

"Ad hoc" a majority decision of the arbitration court. This decision shall be binding on the parties to the legal dispute. Each Party shall ensure that its territory in accordance with its national legislation to enforce the decision. The court at the request of any party to the dispute and explain the reasons and bases.

Article 10. Resolving Disputes between the Parties

1. Disputes between the Parties concerning the interpretation or application of this Agreement, to the extent possible, be settled through negotiations between the parties.

2. If any party to the dispute be settled within six months from the date of the written request of the negotiations, it will be submitted to arbitration at the request of either party.

3. Within two months after receipt of the request for arbitration, each Party shall appoint one member of the arbitral tribunal created for each individual case to arbitration. These two members of the third-country citizen's choice must be approved by both sides within one month from the date appointed by the other two members appointed Chairman of the arbitral tribunal.

4. If within the period specified in paragraph 3 of this article, there is no appointment necessary, in the absence of any other agreement between the parties, any party may invite the President of the International Court of Justice of such appointments. If the President of the International Court of Justice is a national of any State Party or other circumstances not to carry out the function, the Vice-President of the International Court of Justice will be invited to make the necessary appointments. If the Vice-President of the International Court of Justice is a national of any State Party to carry out the function indicated or other circumstances do not allow any party who is not a citizen of the state and other conditions that did not prevent the implementation of the function indicated by the member, to make the necessary appointments by the extent of the International Court of Justice should be convened.

5. Arbitration Court of the decision by the majority. This decision is binding on both Parties. Each Party shall ensure that its designated member of the court to pay the cost of the service and its representation in the arbitration process. Chairman of the court of arbitration costs and other expenses borne in equal parts by the Parties. However, most of the cost of the decision of the Court

Will be one of the parties may indicate that such a decision is binding on the parties. The arbitral tribunal shall establish its own independent procedure.

Article 11. Entry and Stay of Personnel

And the presence of lead people who are not citizens of the States Parties, the Parties in accordance with their national legislation applicable to citizens of the other Party and to participate in activities related to investments by investors of the other Party or its territory to other senior staff hired to come and allowed to remain there.

Article 12. Application of other Rules

Above that accorded to such cases in accordance with this Agreement, the Agreement provides for more favorable treatment:

a) national legislation of any Party;

b) two obligations in accordance with international agreements to which it is a Party;

c) the investment agreement or investment, including existing commitments permit does not destroy any commitments made by the Party.

Article 13. General Exceptions

1. Nothing in this Agreement in international relations in time of war or armed conflict, or one of the parties in other cases it is necessary to take any necessary steps to protect the security interests should not be construed as interfering.

2. Such measures, with or without the will of the Party in case of perceived discrimination or a disguised restriction on investment in the means necessary for the maintenance of public order and nothing in this Agreement shall be construed as preventing the adoption of any measures Party.

Article 14. Consultations

At the request of any Party, the Parties concerning the interpretation or application of this Agreement for any consultations on controversial issues. Time and place of consultations through diplomatic channels with the competent authorities of the Parties.

Article 15. Modification, and Termination of the Entry Into Force of

1. This Agreement Parties on the completion of their internal procedures necessary for the entry into force of the Agreement, from the date of receipt of the last written notification through diplomatic channels shall enter into force on the first day of the second month.

2. This Agreement shall remain in force during the period of ten years and after this period will automatically be extended for an indefinite period and the intention to terminate this Agreement by one of the parties to give written notice to the other Party shall be valid until the expiration of twelve months.

3. mutual agreement of the parties, changes and additions may be made to this Agreement. Any changes or additions made separate reports, which are an integral part of this Agreement.

4. In respect of investments made prior to the date of termination of this Agreement, the provisions of Articles 1-14 in the next ten years from the date of termination of this Agreement shall remain in force.

Two copies each in Kazakh, Arabic, Russian and English languages, all texts being equally authentic. Explain various provisions of this Agreement, the English text shall prevail.

For the State of Qatar

For the Government