

A model form of the Investment Agreement

Investment Agreement No _____

Saratov "___" _____ 20__

The Investment Policy and Property Relations Committee of the Saratov Region (hereinafter referred to as the "Committee"), represented by _____, acting on the basis of _____,

(title, full name)

the Saratov Region Act of 28 June 2007, No 116-3SO "Concerning most favoured nation treatment for the investors in the Saratov Region" and the Decree of the Saratov Region Government of "___" _____ No ___ "Concerning measures to implement the Saratov Region Act "Concerning most favoured nation treatment for the investors in the Saratov Region of 28 June 2007, No 116-3SO", of the one part, and _____

(name of the investor)

(information about the investor's state registration, the place of the investor's registration for tax purposes) hereinafter referred to as the "Investor", presented by _____ (full name of the person

authorized to sign the investment agreement)

acting on the basis of _____, of the other part, hereinafter collectively referred to as the "Parties", have entered into this Investment Agreement (hereinafter referred to as the "Agreement") as follows:

1. Subject of this Agreement

1.1 The subject of this Agreement is the relations between the Parties while implementing the investment project of the Investor _____ (name of the project) (hereinafter referred to as the "Investment project") providing _____

(type of economic activity for the implemented investment project according to the Russian National Classifier of Economic Activities) with the amount of fixed asset investment not less than ___ rubles; the project implementation period is from "___" _____ 20__ to "___" _____ 20__ .

1.2. The Investment Project is implemented within the Saratov Region.

2. Rights and obligations of the Parties

For the purposes of this Agreement:

2.1. Investor is obliged:

- 1) to provide financing of the Investment project by Investor's own funds and (or) by borrowed funds to the extent stated in [paragraph 1.1.](#) of this Agreement;
- 2) to achieve the basic figures provided in the certificate of the Investment project while implementing the Investment project;
- 3) to comply with the norms, standards and rules established by the existing legislation while implementing the Investment project;

4) to notify promptly the Committee of:

a change in its location;

its reorganization, liquidation or the start of insolvency proceedings (bankruptcy);

seizure or foreclosure of the property;

the existence of overdue payment for the funds raised on a returnable basis;

the existence of overdue payments to the budgets of all levels and extra-budgetary funds;

the existence of losses as a result of financial and economic activity;

5) to inform promptly the regional offices of Federal State Statistics Service on investment in fixed assets in accordance with the existing legislation;

6) to submit to the Committee the information about the implementation of the Investment project and the documents about the amount of its actual funding, necessary to verify compliance with the terms of this Agreement, not later than thirty (30) calendar days from the date of the demand's sending.

2.2. The Investor has the right:

1) to determine the amount and direction of the investments, as well as enter into agreements and contracts with other subjects of investment activity, attract additional funds and resources, which are not stated in this Agreement;

2) to adjust the figures, volume and timing of the Investment project with the approval of the Committee;

3) to use freely the results of the investment activities in accordance with the legislation of the Russian Federation;

4) to possess, use and dispose of the objects of capital investments and the results of the implementation of capital investments;

5) to transfer under an agreement and (or) a state contract the rights to implement capital investments and use their results to individuals and legal entities, public bodies and local authorities, in accordance with the legislation of the Russian Federation;

6) to monitor the intended use of the funds allocated for capital investments;

7) to combine Investor's own and borrowed funds with the funds of other investors in order to make joint investments on the basis of an agreement and in accordance with the legislation of the Russian Federation;

2.3. The Committee is obliged:

1) not to interfere in the economic activities of the Investor;

2) to provide a competent advisory, informational and organizational support to the investors for the implementation of the Investment project without limiting the competition and giving advantages;

3) consider the Investor's written requests related to the implementation of the Investment projects;

4) to consider within its competence the new benefits, stimulating measures and guarantees for the Investor, if there appear the new legislative acts defining the additional benefits for investors or introducing additional measures to stimulate investment activity, or establishing additional state guarantees of the rights of investors;

5) not to make and not to initiate actions that require the Investor to make additional investments which are not included in the Investment project;

6) to maintain the confidentiality of information constituting a commercial secret of the Investor.

2.4. The Committee has the right:

1) to monitor the implementation of the Investment project, including compliance with the plan of work schedule (of events), stating the timing and amount of work (activities) for the Investment project;

2) to receive from the Investor the information about the implementation of the Investment project and the documents necessary to verify compliance with the terms of this Agreement within the period stated by this Agreement;

3) to initiate early termination of this Agreement in the cases prescribed by the existing legislation, as well as in the cases stated in [paragraph 7.1](#) of the Agreement.

3. Guarantees of the Investor's rights

3.1. According to the federal and regional legislation the Investor is guaranteed:

- 1) to have equal rights for investment activity;
- 2) to have transparent discussions of the investment projects, as well as to submit the investment project to be considered by the Investment Council under the Governor of the Saratov Region;
- 3) to have the right to appeal against the decisions and actions (inaction) of state authorities, local authorities and officials;
- 4) to have protection of capital investments;
- 5) to have stable conditions and the constant most favourable treatment for the implementation of the Investment project during the payback period of the Investment project.

3.2. The insurance of the investments and the related risks is provided in accordance with the legislation of the Russian Federation.

4. The conditions and procedure for submission of the information, reports about the implementation of the Investment project and forms of the Investor's interaction with the regional executive authorities

4.1. In order to verify compliance with the terms of this Agreement the Committee (sectoral body) has the right to request the necessary documents and information about the implementation of the Investment project from the Investor; this information must be provided by the Investor at the time specified in the request of the Committee and (or) sectoral body.

4.2. While carrying out investment activity the Investor has the right to request information about the implementation of the Investment project from the Committee and the regional executive authorities.

4.3. The Committee and regional executive authorities are obliged to prepare and submit the information about the implementation of the Investment project to the Investor, with the exception of information constituting a state or trade secret or other secret protected by law, as well as the restricted information.

5. Confidential information

5.1. In order to implement this Agreement the Investor may provide the Committee with the confidential information constituting a trade secret. The transfer of the documents and other physical storage media containing the confidential information must be accompanied by the Investor's express indication of the presence of a trade secret. The Committee shall not disclose the confidential information and pass it to third parties without the prior written consent of the Investor, including the period after the end of the term of this Agreement. In the event of early termination or expiration of this Agreement, the Committee passes to the Investor all the documents and other physical storage media containing the confidential information.

5.2. This Agreement shall not be kept confidential and may be submitted to the Office of the Federal Tax Service of the Saratov region, the Territorial body of the Federal State Statistics Service of the Saratov region, the other territorial bodies of the federal executive authorities, the regional executive bodies.

6. Term and amendment of the Agreement

6.1. This Agreement shall come into effect upon its signing and shall be valid until the date of actual repayment of the Investment project, but not more than ten (10) years.

6.2. Amendments to the Investment Agreement are made by mutual agreement of the Parties expressed in writing.

7. The procedure and grounds for termination of the Agreement

7.1. This Agreement may be terminated by agreement of the Parties or unilaterally on the initiative of one of the Parties if the terms of this Agreement are violated by the other Party, as well as if the circumstances specified in [paragraph 9.1](#) of the Agreement take place and do not terminate within 3 (three) months, and upon written notice of the Party, for which these circumstances have come, to the other Party within 10 (ten) calendar days.

7.1.1. The termination of this Agreement by mutual consent of the Parties is executed by a written agreement of the Parties. The agreement of the termination of this Agreement indicates the date from which the Agreement is considered terminated and the reasons for its termination.

7.2. If one of the Parties objects to the early termination of the Agreement, the termination of the Investment Agreement is carried out in the courts.

7.3. The notice of the termination of the Agreement must be made by either Party in writing not later than ten (10) calendar days before the date of termination of the Investment Agreement.

8. Dispute resolution and liability of the Parties

8.1. In the case of violation of the law or failure to comply with the obligations of the Agreement, the Parties shall be liable for it in accordance with the existing federal and regional legislation.

8.2. All the disputes that may arise in connection with this Agreement shall be settled by negotiations between the Parties.

8.3. If the disputes and differences between the parties can not be resolved through negotiations, they shall be considered in accordance with the legislation in the Arbitration Court of the Saratov region.

9. Force majeure circumstances

9.1. If during the term of this Agreement there arise the force majeure circumstances, preventing the full or partial fulfillment of the obligations by the Parties (fires, natural disasters, blockades, civil unrest, riots, the prohibition of export and (or) import, hostilities of any nature), the time of fulfilling these obligations shall be extended for the duration of these circumstances; this period shall be defined by the Parties and issued as an addendum to this Agreement, upon the notice of the Party, for which these circumstances have come, to the other Party within 10 (ten) calendar days.

10. Final provisions

10.1. All the annexes, amendments and additions to this Agreement shall be valid, provided that they are made in writing and signed by both Parties. The annexes, amendments and additions to this Agreement, completed properly, constitute an integral part of this Agreement.

10.2. This Agreement is made in 4 (four) copies of equal legal force, one copy for the Committee, the Investor, the sectoral body of executive authority of the region and the tax authority at the place of the Investor's registration for tax purposes.

10.3. The Committee monitors compliance with the terms of this Agreement.

10.4. All the notices related to this Agreement must be sent in writing. The notices shall be valid after sending and should be delivered personally or sent by registered mail (return receipt requested) or by fax with an electronic confirmation of receipt to the following addresses:

Addresses and signatures of the Parties

The Investment Policy and
Property Relations Committee
of the Saratov Region

(legal address)

(title)

"__" _____ 20__

Place stamp here (if available)

Investor

(name)

(legal address)

(title)

"__" _____ 20__

Place stamp here (if available)

Annex No 5
to the Decree
of the Saratov Region Government
of 27 October 2016 No 588-P

REGULATIONS ON THE ORDER OF MAINTAINANCE OF THE REGISTER OF INVESTMENT AGREEMENTS AND THE FORM OF THE REGISTER OF INVESTMENT AGREEMENTS

1. The Register of investment agreements is maintained and stored in the Investment Policy and Property Relations Committee of the Saratov Region (hereinafter referred to as the "Committee").

2. The Register of investment agreements is maintained by the members of the Office of Investment Policy of the Committee.

3. The Committee provides the posting of the certain details from the Register of investment agreements on the official bilingual Internet portal "Investment portal of Saratov Region" in the section "Investor Cabinet" (<http://invest.saratov.gov.ru/dogovor/>), which is to be updated as the information of the signed investment agreement becomes available.

4. The required information of the Register of investment agreements according to the form is:

- 1) serial number of the investment agreement;
- 2) date of the investment agreement;
- 3) registration number of the investment agreement;
- 4) the name and legal form of the investor organization;
- 5) location address of the investor organization;
- 6) name of the investment project, type of economic activity for the implemented investment project according to the Russian National Classifier of Economic Activities;
- 7) total investment and the period of implementation of the investment project;
- 8) full name of the person in charge of the investment project on the part of the investor and his contact details;
- 9) full name of the general supervisor of the investment project on the part of the Committee;
- 10) signature confirming the receipt of the document.