

AGREEMENT

between the Government of the Russian Federation and the New Development Bank on the hosting of the New Development Bank Eurasian Regional Centre in the Russian Federation

The Government of the Russian Federation and the New Development Bank, hereinafter referred to as the Parties,

Taking into account the Agreement on the New Development Bank together with its Articles of Agreement contained in the Annex to the Agreement on the New Development Bank entered into between the Governments of the Federative Republic of Brazil, the Russian Federation, the Republic of India, the People's Republic of China and the Republic of South Africa, signed on 15 July 2014 in the city of Fortaleza,

Seeking to further strengthening and developing relations and cooperation between the Russian Federation and the New Development Bank,

Desiring to create the most favourable conditions for the operations of the New Development Bank on the territory of the Russian Federation, as well as to recognise the status, exemptions, privileges and immunities of the New Development Bank, its Eurasian Regional Centre and its additional offices, Members of the Board of Governors and the Board of Directors, as well as their officers, employees, experts and consultants,

Recalling the provisions of Article 4 of the Articles of Agreement of the New Development Bank contained in the Annex to the Agreement on the New Development Bank, which stipulates that the New Development Bank may establish offices necessary for the performance of its functions,

Desirous to conclude an agreement regarding the hosting of the New Development Bank Eurasian Regional Centre on the territory of the Russian Federation,

Have agreed as follows:

Article 1 Use of Terms

The terms used in this Agreement shall mean the following:

(a) “Agreement on the New Development Bank” means the Agreement on the New Development Bank including the Annex thereto entered into between the Governments of Federative Republic of Brazil, the Russian Federation, the Republic of India, the People’s Republic of China and the Republic of South Africa, signed on 15 July 2014 in the city of Fortaleza and any amendments thereto;

(b) “Archives of the Bank” means all records, documents, correspondence, handwritten materials, still and moving images, films, sound recordings, electronic records, including e-mails, computer programs, written materials, video tapes or video disks, disks or tapes containing data, and any information stored in electronic form or in any other form, owned by the Bank, and other materials on paper and electronic media, including audio and video recordings, which belong to the Bank or held by the Bank regardless of their location;

(c) “Articles of Agreement” means Articles of Agreement of the New Development Bank, which forms Annex to the Agreement on the New Development Bank;

(d) “Bank” (“NDB”) means the New Development Bank, including the Eurasian Regional Centre, unless specifically referred to separately;

(e) “Director General” means the principal executive officer of the Eurasian Regional Centre appointed by the Bank, and, during his or her absence or incapacity, the person authorized to perform the duties on behalf of the Director General;

(f) “Eurasian Regional Centre” means the regional office of the Bank in the Russian Federation, as well as any other Premises that may be established by the Bank on the territory of the Russian Federation upon consent by the Government;

(g) “Experts and Consultants” means employees who, not being Staff of the Bank, have been contracted by the Bank in the Eurasian Regional Centre and who are appointed in accordance with the provisions of the Human Resources policies of the Bank for the purpose of providing expertise and performing certain tasks for or on behalf of the Bank;

(h) “Government” means the Government of the Russian Federation;

(i) “Local Staff” means persons who are locally hired in the Russian Federation to perform administrative and support activities for the Eurasian

Regional Centre in accordance with the provisions of the Human Resources policies of the Bank;

(j) “Meetings of the Bank” means meetings of the Bank, including any international conference, retreats, workshops or other meeting convened by the Bank;

(k) “Member” means a member of the Bank as defined in the Agreement on the New Development Bank;

(l) “Members of the Board of Directors” means authorized representatives of the members of the Bank in the Board of Directors and their alternates appointed in accordance with Article 12 of the Articles of Agreement;

(m) “Members of the Board of Governors” means authorized representatives of the members of the Bank on the Board of Governors and their alternates appointed in accordance with paragraph a) of Article 11 of the Articles of Agreement;

(n) “Members of the families” means spouses and their underage children permanently living in the same household of the Staff of the Bank;

(o) “Premises” means buildings and parts of buildings used for the official purposes of Eurasian Regional Centre, with the land adjacent to such building or part of the building, which are owned, leased or gratuitously used by the Bank;

(p) “President” means the President of the Bank, and during his or her absence or incapacity, the person authorised to act as President of the Bank;

(q) “Property and assets of the Bank” means all assets of the Bank wheresoever located and by whomsoever held, including funds, income and rights belonging to, or held or administrated by on behalf of the Bank;

(r) “Staff of the Bank” (“Staff”) means persons employed by the Bank performing missions for the Bank, to work at the Eurasian Regional Centre in accordance with provisions of the Human Resources policies of the Bank, and excluding the Local Staff and those assigned to work on an hourly basis;

(s) “Vice President” means any of the Vice Presidents of the Bank, and during his or her absence or incapacity, the person authorised to act as a Vice President of the Bank.

Article 2

Functions and Activities of the Eurasian Regional Centre

The Eurasian Regional Centre shall undertake such functions and activities pursuant to provisions of the Agreement on the New Development Bank and in conformity with this Agreement, and other activities as determined by the Bank.

Article 3
Legal Personality and Legal Capacity

(1) The Government recognizes the international legal personality and capacity of the Bank for the purpose of exercising its functions in the Russian Federation. Pursuant to Article 29 of the Articles of Agreement, the Eurasian Regional Centre shall have full legal personality and in particular full capacity to:

- (a) contract,
- (b) acquire and dispose of movable and immovable property,
- (c) institute legal proceedings,

(2) The Eurasian Regional Centre shall have the independence and freedom of action similar to those available to other international organizations operating on the territory of the Russian Federation.

(3) The Eurasian Regional Centre is not subject to state registration on the territory of the Russian Federation. The Bank activity does not require a special permission (license) and is not subject to regulation by authorized bodies of the Government or the Central Bank of the Russian Federation.

(4) No action shall be brought against the Bank by the Government, or by any of its agencies or instrumentalities or by any entity or person directly or indirectly acting for or deriving claims from the Government or from any of its agencies or instrumentalities. The Government shall have recourse to such special procedures for the settlement of controversies between the Bank and the Russian Federation as may be prescribed in the by-laws and regulations of the Bank and in this Agreement, or in contracts entered into with the Bank.

Article 4
Seat of the Eurasian Regional Centre

(1) The seat of the Eurasian Regional Centre shall be in the city of Moscow, Russian Federation.

(2) The Bank may establish additional Premises in other cities within the Russian Federation, upon consent by the Government.

Article 5

Premises and Facilities

(1) The Government shall provide or arrange for suitable office accommodation to serve as the seat of the Eurasian Regional Centre in Moscow, as well as such other facilities as required for the operations of the Eurasian Regional Centre. The terms of such support, including its duration, shall be agreed upon by the pertinent authorities of the Russian Federation and the Bank. The Government shall be responsible for maintenance and repairs of a non-recurring nature of the Premises, as well as for one-time supply of furniture, equipment and other facilities required for the operation of the Eurasian Regional Centre.

(2) The office accommodation, its furniture and equipment and the other facilities referred to in paragraph (1) of this Article shall be determined in consultation with the Bank.

(3) The Bank shall be responsible for the day-to-day maintenance of the Premises, furniture and equipment other than on account of normal wear and tear, and making arrangements for any other services as may be required by it.

(4) At the request of the Bank, the Government, whenever possible, assists the Bank in the search and / or obtaining of suitable housing for Staff of the Bank and Members of the families.

(5) As the operations of the Eurasian Regional Centre evolve, the Bank and the Government will consider building and furnishing a suitable office building to serve as the permanent seat of the Eurasian Regional Centre. The Government shall provide a suitable plot of land, subject to availability, and facilitate the construction of the building to be undertaken by the Bank, it being understood that the Government will not be required to cover the expenses related to construction.

(6) Upon the relocation into new building the Eurasian Regional Centre shall surrender its former premises to the Government.

Article 6

Immunities of Premises, Property, Funds and Assets of the Bank

(1) The Bank and its Premises, Property and assets of the Bank, wherever located in the Russian Federation and by whomsoever held, shall enjoy the status, immunities and privileges as provided for by Chapter VI of the Articles of Agreement, except:

(a) to the extent that the Bank shall have expressly waived such immunity in any particular case in accordance with the provisions of Article 36 of the Articles of Agreement;

(b) in respect of legal process in the Russian Federation, arising out of or in connection with its powers to borrow money, to guarantee obligations, or to buy and sell or underwrite the sale of securities;

(c) in respect of a civil action brought by a third party for damages arising from an accident caused by a vehicle belonging to the Bank or operated on its behalf;

(d) in respect of the enforcement of an arbitration award made against the Bank as a result of an express submission to arbitration by or on behalf of the Bank; or

(e) in respect of any counter-claim directly connected with court proceedings initiated by the Bank.

(2) Notwithstanding the provisions of paragraph (1) of this Article, the Property and assets of the Bank shall be immune from all forms of seizure, attachment or execution before the delivery of final judgment against the Bank.

(3) The Property and assets of the Bank wherever situated in the Russian Federation and by whomsoever held, shall be immune from seizure, search, requisition, foreclosure, confiscation, expropriation and any other form of interference whether by executive, administrative, judicial or legislative action. To the extent necessary for the operation of the Eurasian Regional Centre in the Russian Federation and subject to the provisions of this Agreement, the Property and assets of the Bank shall be exempt from restrictions, regulations, controls and moratoria of any nature.

Article 7

The Inviolability of the Premises and Archives of the Bank

(1) The Premises, and Archives of the Bank shall be inviolable, and shall be under the exclusive control and authority of the Bank.

(2) No authorities and representatives of the government bodies of the Russian Federation shall enter the Premises, including for the performance of any official duties therein or execution of any legal process or of any ancillary act such as seizure of private property. All entries shall be subject to the consent of the Bank or the Director General and shall be effected on terms agreed with the Bank or the Eurasian Regional Centre.

(3) Such consent may be presumed in the event of a fire or other natural disaster, constituting an immediate threat to human life. Circumstances and conditions at which representatives of government bodies of the Russian Federation may gain access to the Premises for the prevention of fire or other

natural disasters shall be agreed by the Government and the Bank. The entry into the Premises under these conditions shall be immediately communicated to the Director General by the appropriate authorities.

(4) The Bank shall have the right to establish rules and regulations applicable within the Premises in order to ensure full and independent implementation of its activities and the performance of its functions.

(5) Without prejudice to the provisions of this Agreement, the Bank shall prevent the Premises from serving as a haven for fugitives who are being prosecuted under the laws of the Russian Federation or are liable to extradition to another sovereign state.

(6) The inviolability of the Premises does not give the right to use it for other purposes and functions of the Bank or inflicting damage to the security of the Russian Federation, the interests of its citizens or legal entities.

Article 8 Protection of the Premises

The Government shall take all necessary measures to protect the Premises from intrusion or damage and to prevent disturbances to the Premises. The Premises are granted the same protection that is provided to diplomatic missions in the Russian Federation. At the request of the Bank, the Government provides the necessary number of law enforcement officers to restore order at the Premises and to remove offenders.

Article 9 Public utility services

(1) The Government shall ensure that the Eurasian Regional Centre receives all the public services necessary for its activities, including (without limitation) to water, electricity, telephone, fax, internet, and the maintenance of the Premises on conditions not less favourable than those provided to any other international organization or diplomatic representation in the territory of the Russian Federation. In case of any interruption or threatened interruption of any of such services, the Government shall give, as far as within its powers, the same priority to the needs of the Bank as to other comparable international organizations and shall take appropriate measures to ensure to that the operations of the Eurasian Regional Centre are not prejudiced.

(2) The Staff of the Eurasian Regional Centre shall allow duly authorized representatives of public utilities to inspect, repair, maintain, reconstruct, and

relocate utilities, conduits, mains and sewers within the Premises in accordance with the procedures established in consultation with the Bank.

Article 10

Facilities in respect of communications

(1) The Bank shall enjoy in the Russian Federation, in respect of its official communications and the transfer of documents, treatment no less favourable than that accorded by the Government to any other international organization or diplomatic mission with regard to priorities, tariffs and rates for postal, telephone, radio and telegraph services, as well as data transmission services and other communication services.

(2) Payment for communication services shall be made at the expense of the Eurasian Regional Centre.

(3) The official communications and correspondence to, from and between the Bank and/or the Eurasian Regional Centre, in whatever form transmitted, shall be inviolable and shall not be subject to any censorship or any form of interference.

(4) The Eurasian Regional Centre shall have the right to use codes and encrypted messages and to dispatch and receive correspondence or other material by courier or in sealed bags, which will have the same privileges and immunities as diplomatic couriers and bags.

(5) Subject to the legislation of the Russian Federation, the Eurasian Regional Centre may establish and use in the Russian Federation means of long-distance communication between two points and other means of receiving and transmitting messages that may be necessary to facilitate the provision of communications to the Eurasian Regional Centre, both within and outside the Russian Federation.

Article 11

Exemption from taxation, customs duties, prohibitions or restrictions on imports and exports

(1) With respect to all official activities, operations and transactions, the Bank, its assets, income and property in the Russian Federation shall be exempt from all form of direct and indirect taxes, customs duties, duties and other mandatory payments of the federal, regional and local levels in the Russian Federation, except for those that are fees for specific services in a manner not less

favorable than fees paid by other international organizations in the Russian Federation.

(2) The Bank shall be exempt from paying customs duties, taxes, fees, and applying prohibitions and restrictions of an economic nature established in accordance with the legislation of the Russian Federation on state regulation of foreign trade when the Bank imports or exports goods for official use.

(3) Goods imported by the Bank with exemption from payment of customs duties, taxes, levies and without application of economic prohibitions and restrictions to them are not subject to sale, renting and transfer or for use in other ways in the Russian Federation other than on terms agreed upon by the Government and the Bank.

(4) The Eurasian Regional Centre is also exempted from any obligations to pay, withhold or collect any taxes, fees, duties, contributions, social security payments and other mandatory payments.

(5) In case of unreasonable payment by the Eurasian Regional Centre of any taxes, fees, duties, fees, social security payments and other obligatory payments, the Government ensures the return of unreasonably paid amounts to the Eurasian Regional Centre.

(6) The effect of this Article with respect to the exemption of the Bank from taxation shall also apply to cases in which in accordance with the legislation of the Russian Federation, the withholding and payment of tax are effected by the tax agent at the source of income.

(7) While the Bank will not, as a general rule, claim exemption from any fees, excise duties and from taxes on the sale of movable and immovable property which form part of the price to be paid, when the Eurasian Regional Centre makes important purchases for official use of property on which such duties and taxes have been charged or are chargeable, the Government will make, in accordance with the laws of Russian Federation, appropriate arrangements for the remission or return of the amount of relevant duty or tax. Documentation signed by or on behalf of the President or the Director General shall be conclusive evidence as to the necessity of any such imports or exports for the official activities of the Eurasian Regional Centre.

Article 12 Financial procedures

(1) The Bank shall be exempt from financial control, rules or moratoria of any kind to the extent necessary to fulfil its functions.

(2) Subject to the conditions on receipt of Member approval, where such approval is required in Article 26 of the Articles of Agreement, the Bank can acquire any property (with the exception of property withdrawn from circulation or limited in circulation in accordance with the legislation of the Russian Federation), currency, securities and other financial instruments, and dispose of them, have accounts in any currency, conclude financial and other transactions and contracts, transfer its currency, securities and other financial instruments and property to and from the Russian Federation and convert the currency in question is placed in any other currency.

(3) For operations in the national currency of the Russian Federation the Bank may enter into agreements with the Central Bank of the Russian Federation.

Article 13

Flag, emblem and trademarks of the Bank

The Eurasian Regional Centre has the right to use the Bank's flag, emblem and trademarks in the Premises, on the buildings where the Premises are located, on the President's and Director General's vehicle, at the Meetings of the Bank.

Article 14

Meetings of the Bank

The Bank has the right to convene meetings at its Premises, as well as in other places within the territory of the Russian Federation in accordance with the Russian legislation. The Government guarantees that there will be no obstacles to full freedom of discussion and decision-making at the Meetings of the Bank.

Article 15

Privileges and immunities of Members of the Board of Governors, Members of the Board of Directors and representatives of Member countries

(1) The Members of the Board of Governors, Members of the Board of Directors and representatives of Member countries when travelling to the Russian Federation on official missions shall have the following status, exemptions, immunities and privileges:

(a) Immunity from legal process in respect of acts committed by them in the performance of official duties. This immunity does not apply to civil liability in cases of causing damage in road accidents;

(b) when not Russian nationals, the same exemptions from obtaining any permits for the entry and stay of foreign citizens, including immunities from alien registration requirements and compliance with other formalities related to immigration control, and the same facilities as regards exchange provisions as are accorded by the Russian Federation to the representatives, officials, and employees of comparable rank of other members. The Government shall take all measures necessary to facilitate the entry into, stay in and departure from the Russian Federation of this category of persons;

(c) the same privileges in respect of traveling facilities as are accorded by the Russian Federation to representatives, officials and employees of comparable rank or other Members.

(2) The provisions of the paragraph (1) of this Article do not apply to the Board of Directors and Board of Governors representatives who are the citizens or permanent residents of the Russian Federation.

Article 16

Immunities and privileges of the Director General and the Staff

(1) The privileges and immunities provided for in this Article shall be granted on the territory of the Russian Federation to the Director General and the Staff for the effective and independent performance of their official duties in accordance with the activities of the Bank provided for by the Agreement on the New Development Bank and this Agreement.

(2) The Government shall accord to the Director General and the Members of his or her family, the same privileges and immunities, exemptions and facilities, including those related to tax exemption, as accorded to heads of diplomatic missions.

(3) The Government shall accord to the Staff (as applicable) the following immunities, status, exemptions and privileges:

(a) immunity from all forms of legal process in respect of words spoken or written and acts committed by them in the performance of official duties, which shall continue after the termination of service. This immunity does not apply to civil liability in cases of causing damage in road accidents;

(b) immunity from personal arrest or detention for all acts performed in their official capacity, which shall continue after their termination of service;

(c) exemption from payment of taxes on salaries and emoluments or other remuneration received from the Bank, and from payments for social security;

(d) the same protection and repatriation facilities with respect to themselves, and Members of the families, as are accorded in time of international crisis to persons of comparable rank of diplomatic missions;

(e) exemption, together with members of their family, from obtaining any permits for the entry and stay of foreign citizens, including immunities from alien registration requirements and compliance with other formalities for the purposes of immigration control (The Government shall take all measures necessary to facilitate the entry into, stay in and departure from the Russian Federation of this category of persons);

(f) the same privileges in respect of exchange facilities as are accorded to officials of comparable rank of diplomatic missions;

(g) the same treatment in respect of travelling facilities as it is generally accorded to representatives, officials and employees of comparable rank of other Members of the Bank, as well as to officials of comparable rank of diplomatic missions;

(h) freedom of movement, within or from the Russian Federation to the extent necessary for carrying out activities and functions for and on behalf of the Bank and for the purpose of official communications, to use codes and receive papers and correspondence by courier or sealed in bags;

(i) refund of indirect taxes on purchase of goods and services procured or chargeable in the Russian Federation when such possibility is provided for under the laws of the Russian Federation;

(j) the right to import, with exemption from payment of customs duties, taxes and fees, goods intended for personal and family use, including one vehicle, from the day of first taking up the position and within a period of 6 (six) months, and to export the same upon termination of their services with the Bank within a period of 1 (one) year. The use of these goods for other purposes, including sale and transfer for use, entails the payment of customs duties, taxes and fees and the fulfilment of other requirements in accordance with the legislation of the Russian Federation.

(4) Nationals and permanent residents of the Russian Federation who are appointed as the Director General or employed as the Staff of the Bank shall be entitled to the immunities set out in paragraph (3) (a), (b) and (c) of this Article.

(5) The Members of the families of the Staff of the Eurasian Regional Centre and who are not nationals and permanent residents of the Russian Federation shall be accorded opportunity to take employment in the Russian Federation.

(6) The Staff of the Bank shall act as international officials in the performance of their official duties.

(7) The Bank shall notify the Ministry of Finance of the Russian Federation and the Ministry of Foreign Affairs of the Russian Federation of the names of the Members of the Board of Governors, Members of the Board of Directors, the Staff of the Bank in order to grant such persons privileges and immunities in accordance with this Agreement. In turn, the Ministry of Foreign Affairs of the Russian Federation sends information received from the Bank on the list of persons to whom the provisions of this article apply, to the tax and other state bodies of the Russian Federation.

(8) The Ministry of Foreign Affairs of the Russian Federation issues accreditation cards to all persons enjoying the privileges and immunities provided for in this Agreement, which confirm that the owner enjoys such privileges and immunities.

(9) Without prejudice to their privileges and immunities, all persons enjoying such privileges and immunities must respect the legislation of the Russian Federation and not interfere in the internal affairs of the Russian Federation.

(10) Registration of vehicles utilized by the Director General and the Staff as vehicles of similar status and issue them with license plates is effected in accordance with the rules of the legislation of the Russian Federation on registration of vehicles owned by international organizations, representative offices of international organizations and their employees accredited with the Ministry of Foreign Affairs of the Russian Federation.

Article 17

Immunities and privileges of the Experts and Consultants

(1) Experts and Consultants performing functions for the Bank, as required for independent exercise of their official functions during the period of their mission or contract, including the time spent on journeys in connection with their functions, shall have the following status, exemptions, immunities and privileges:

(a) immunity from all forms of legal process, including detention and arrest, even after termination of their mission or service, in respect of acts performed by them in their official capacity, including words written or spoken by them. This immunity does not apply to civil liability in cases of damage in road traffic accidents;

(b) the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;

(c) the same protection and repatriation facilities with respect to themselves and members of their families, as are accorded in time of international crisis to persons of comparable rank of diplomatic missions;

(d) for the purpose of communication with the Bank, the right to use codes and encrypted messages, as well as to send and receive correspondence or other materials by courier or in sealed bags;

(e) exemption from taxation in respect of salaries and emoluments and other compensation paid by the Bank, and social security payments; and

(f) the right to import, with exemption from payment of customs duties, taxes and fees, goods intended for personal and family use, including one vehicle, from the day of first taking up the position and within a period of 6 (six) months and to export the same, upon termination of their services with the Bank, within a period of 1 (one) year. The use of these goods for other purposes, including sale and transfer for use, entails the payment of customs duties, taxes and fees and the fulfilment of other requirements in accordance with the legislation of the Russian Federation;

(2) Experts and Consultants who are nationals of the Russian Federation or permanent residents of the Russian Federation shall be afforded the immunities and privileges referred to in subparagraphs (a) and (e) of paragraph (1) of this Article.

Article 18 Local Staff

(1) Members of the Local Staff of the Eurasian Regional Centre shall be hired under the Russian labor legislation and shall not be exempted from tax or social security payments on the salaries paid to them by the Bank, as well as from any other legal obligation arising from their employment.

(2) The Bank shall not be exempted from collecting the applicable taxes, as well as from social security or any other payments in accordance with Russian legislation, in respect of the salaries paid to the Local Staff. Such obligation may be fulfilled through a service provider retained by the Bank for this purpose.

Article 19 Social guarantees, benefits and compensation of the Staff of the Bank, Experts and Consultants

(1) Provision of social guarantees, benefits and other compensations to the Staff, including the possibility of participation in the Bank's pension system and

the provision of medical support are carried out in accordance with the Human Resources policies of the Bank.

(2) The legislation of the Russian Federation on compulsory social (pension) insurance does not apply to the Staff, Experts and Consultants, and they are not provided with state insurance coverage, as well as social payments provided for by the legislation of the Russian Federation

(3) In accordance with the legislation of the Russian Federation, the Bank may voluntarily pay, including on an individual basis, contributions to state extra-budgetary funds of the Russian Federation, as well as other payments provided for by the legislation of the Russian Federation for pension, social and medical insurance of the Staff, Experts and Consultants, who are citizens of the Russian Federation. In this case, the legislation of the Russian Federation on pension, social and medical insurance will apply to the Staff, Experts and Consultants and they will be provided with social security and other social benefits provided for by the legislation of the Russian Federation.

Article 20

Waiver of privileges and immunities

(1) Privileges and immunities are conferred under this Agreement in the interest of the Bank and not for the personal benefit of the individuals themselves.

(2) The Bank may waive to such extent, and upon such conditions as it may determine, any of the privileges, immunities and exemptions conferred under this Agreement in cases where such action would, in its opinion, be appropriate and in the best interests of the Bank. The President shall have the right and duty to waive any privilege, immunity or exemption in respect of any Staff of the Bank, Expert or Consultant, other than the President or a Vice-President, where, in her or his opinion, the privilege, immunity or exemption would impede the course of justice and can be waived without prejudice to the interests of the Bank. In similar circumstances and under the same conditions, the Board of Directors shall have the right and duty to waive any privilege, immunity or exemption in respect of the President and a Vice-President.

(3) The Bank shall co-operate at all times with the Government to facilitate the proper administration of justice, secure the observance of the laws of the Russian Federation and prevent the occurrence of any abuse in connection with the immunities and privileges granted in this Agreement.

Article 21

Settlement of Disputes

Any disputes and disagreements between the Parties concerning the interpretation or application of this Agreement shall be settled amicably through negotiations and consultations between them.

Article 22 Interpretation

This Agreement shall be interpreted in accordance with the rules of interpretation provided for in the 1969 Vienna Convention on the Law of Treaties. This Agreement shall not modify or derogate from the provisions of the Agreement on the New Development Bank.

Article 23

Final provisions, entry into force and termination of the Agreement

(1) This Agreement shall enter into force on the date of receipt by the Bank of a written notification from the Government of the fulfilment by the Russian Federation of the domestic procedures necessary for the entry into force of this Agreement.

(2) This Agreement may be amended by mutual consent of the Parties, which amendments are drawn up in separate protocols.

(3) The Parties may enter into the necessary additional agreements with a view to implementing this Agreement.

(4) The Agreement may be terminated by either Party. Termination shall have effect 1 (one) year after the receipt, through diplomatic channels, of a note indicating such intent, or after any other extended period as may be agreed to by the Parties.

(5) In case of conflict between this Agreement and the Agreement on the New Development Bank, the Agreement on the New Development Bank shall prevail.

(6) In the event of the termination of this Agreement, all relevant provisions shall continue to be applicable for a reasonable period, as agreed to by the Parties, required for settlement of the affairs of the Bank and disposal of its property in the Russian Federation.

Done in the city of *Brasilia* on "13" *November* 2019 in duplicate in Russian and English languages, both texts being equally authentic.

For the Government of
the Russian Federation



For the New
Development Bank


