

## **Agreement**

### **between the Government of the Republic of Armenia and the Government of the Argentine Republic on exchange of information on tax matters**

The Government of the Republic of Armenia and the Government of the Argentine Republic, hereinafter referred to as "the Parties";

desiring to cooperate in the domain of exchange of information on tax matters,

have agreed as follows:

#### **Article 1 Definitions**

1. For the purposes of this Agreement:

- a) the term "Party" means the Republic of Armenia or the Argentine Republic as the context requires;
- b) the term "competent authority" means:
  - (i) in the Republic of Armenia: the Ministry of Finance of the Republic of Armenia;
  - (ii) in the Argentine Republic, the Federal Administration of Public Revenues;
- c) the term "person" means a physical person or a group of people;
- d) the term "company" means any corporate body or any entity that is treated as a corporate body for tax purposes;
- e) the term "publicly traded company" means any company whose principal class of shares is listed on a recognized stock exchange provided its listed shares can be readily purchased or sold by the public. Shares can be purchased or sold "by the public" if the purchase or sale of shares is not implicitly or explicitly restricted to a limited group of investors;
- f) the term "principal class of shares" means the class or classes of shares

- representing a majority of the voting power and value of the company;
- g) the term "recognized stock exchange" means any stock exchange recognized by the competent authorities of the Parties;
  - h) the term "collective investment fund or scheme" means any pooled investment vehicle, irrespective of legal form. The term "public collective investment fund or scheme" means any collective investment fund or scheme provided the units, shares or other interests in the fund or scheme can be readily purchased, sold or redeemed by the public. Units, shares or other interests in the fund or scheme can be readily purchased, sold or redeemed "by the public" if the purchase, sale or redemption is not implicitly or explicitly restricted to a limited group of investors;
  - i) the term "tax" means any tax to which the Agreement applies in accordance to Article 4 hereof;
  - j) the term "Requesting Party" means the Party requesting information;
  - k) the term "Requested Party" means the Party requested to provide information;
  - l) the term "information gathering measures" means rules and procedures that enable a Party to obtain and provide the requested information;
  - m) the term "information" means any fact, statement or record in any form whatever, relevant to the administration and enforcement of the taxes covered by this Agreement;
  - n) the term "tax offences" means crimes or offences that are committed within the tax field and that are considered as such under domestic legislations of the states of the Parties, irrespective of whether contained in the tax laws, the Criminal Code or other statutes;
  - o) the term "criminal laws" means all criminal laws designated as such under domestic law irrespective of whether contained in the tax laws, the Criminal Code or other statutes.

2. As regards the application of this Agreement at any time by any of the Parties, any term not defined therein shall, unless the context otherwise requires, have the meaning that it has at that time under the legislation of the state of that Party, and the meaning under the applicable tax laws of the state of that Party prevails over a meaning given to the term under other laws of the state of that Party.

**Article 2**  
**Object and scope of the Agreement**

1. In accordance with the provisions of the present Agreement, the norms and principles of international law and the domestic legislations of the states of the Parties, the competent authorities of the Parties shall provide assistance to each other through exchange of information that is foreseeably relevant to the administration and enforcement of the domestic laws of the Parties concerning taxes covered by this Agreement.
2. The information described in Paragraph 1 hereof shall include information that is foreseeably relevant to the determination, assessment and collection of taxes, the recovery and enforcement of tax claims and the investigation or prosecution of tax matters.
3. Information shall be exchanged in accordance with the provisions of this Agreement and shall be treated as confidential in the manner provided in Article 8 hereof. The rights and safeguards secured to persons by the laws, regulations or administrative practice of the Requested Party remain applicable. The Requested Party shall use its best endeavours to ensure that the effective exchange of information is not unduly prevented or delayed.

**Article 3**  
**Jurisdiction**

The Requested Party is not obligated to provide information which is neither held by its authorities nor in the possession or control of persons who are within the territorial jurisdiction of its state.

**Article 4**  
**Taxes covered**

1. This Agreement shall apply to the following taxes:

a) In the case of the Republic of Armenia:

- (i) Value added tax;
- (ii) Excise tax;
- (iii) Profit Tax
- (iv) Income Tax
- (v) Property Tax
- (ii) Land Tax

b) In the case of the Argentine Republic:

- (i) Income Tax;
- (ii) Value Added Tax;
- (iii) Personal Assets Tax; and
- (iv) Tax on Presumptive Minimum Income.

2. This Agreement shall also apply to any identical or any substantially similar taxes imposed after the date of signature of the Agreement in addition to or in place of the existing taxes. The competent authorities of the Parties shall notify each other of any substantial changes to the taxation and related information gathering measures covered by the Agreement.

3. The information provided for the administration of the abovementioned taxes can be used for other taxes, the obligations of which could be determined according to the information gathered in accordance to the domestic legislation.

## **Article 5**

### **Exchange of Information upon request**

1. The competent authority of the Requested Party shall provide upon request information for the purposes referred to in Article 1 hereof. Such information shall be exchanged without regard to whether the conduct being investigated would constitute a crime under the legislation of the state of the Requested Party if such conduct would have occurred in the territory of its state.

2. If the information in the possession of the competent authority of the Requested Party is not sufficient to enable it to comply with the request for information, that Party shall, in compliance with the present Agreement and the domestic legislation of its state, use all relevant information gathering measures to provide the Requesting Party with the information requested unless the Requested Party informs that it does no longer need such information.

3. If specifically requested by the competent authority of the Requesting Party, in accordance with the provisions of the present Article, the competent authority of the Requested Party shall provide information, to the extent allowable under the domestic legislation of its state, in the form of depositions of witnesses and authenticated copies of original records.

4. Each Party, shall make necessary efforts to ensure that its competent authorities, for the purposes specified in Article 1 of the Agreement, to the extent allowable by the domestic legislation of its state, have the authority to obtain and provide upon request:

- a) information held by banks, other financial institutions, and any person acting in an agency or fiduciary capacity including nominees and trustees;
- b) information regarding the ownership of companies, partnerships, trusts, foundations, and other persons, including, within the constraints of Article 3, ownership information on all such persons in an ownership chain; in the case of trusts, information on settlors, trustees and beneficiaries including those persons to which the trust property title is transferred at the expiration of the trust; and in the case of foundations, information on founders, members of the foundation council and beneficiaries. Further, this Agreement does not create an obligation on the Parties to obtain or provide ownership information with respect to publicly traded companies or public collective investment funds or schemes unless such information can be obtained from public sources without giving rise to disproportionate difficulties.

5. The competent authority of the Requesting Party shall provide the following information to the competent authority of the Requested Party when making a request for information under the Agreement to demonstrate the foreseeable relevance of the information to the request:

- a) the identity of the person under examination or investigation;
- b) a statement of the information sought including its nature and the form in which the Requesting Party wishes to receive the information from the Requested Party;
- c) the tax purpose for which the information is sought;
- d) grounds for believing that the information requested is held in the Requested Party or is in the possession or control of a person within the jurisdiction of the Requested Party;
- e) to the extent known, the name and address of any person believed to be in possession of the requested information;
- f) a statement that the request is in conformity with this Agreement, the law and administrative practices of the state of the Requesting Party. If necessary, the Requesting Party shall state that if the requested information was within the jurisdiction of its state then the competent authority of the Requesting Party would be able to obtain the information under the laws of its state;
- g) a statement that the Requesting Party has pursued all means available in the territory of its state to obtain the information, except those that would give rise to disproportionate difficulties.

6. The competent authority of the Requested Party shall forward the requested information as promptly as possible to the Requesting Party. To ensure a prompt response, the competent authority of the Requested Party shall:

- a) Confirm receipt of a request in writing to the competent authority of the Requesting Party and shall notify the competent authority of the Requesting Party of deficiencies in the request, if any, within 60 (sixty) days of the receipt of the request;
- b) If the competent authority of the Requested Party has been unable to obtain and provide the information within 90 (ninety) days from the date of receipt of the request, including if it encounters obstacles in furnishing the information or it refuses to furnish the information, it shall immediately inform the Requesting Party, explaining the reason for its inability, the nature of the obstacles or the reasons for its refusal.

7. Requests shall be submitted in writing in English and preferably with a translation to the official language of the country receiving such request: Armenian in the case of the Republic of Armenia and Spanish in the case of the Argentine Republic. Requests may be made by electronic means.

**Article 6**  
**Presence of Officials of the Requesting Party**  
**in the territory of the state of the Requested Party**

1. With prior written notice of the Requesting Party with an anticipation of at least 10 (ten) working days, the Requested Party may allow representatives of the competent authority of the Requesting Party to be present in the territory of its state to interview individuals and examine records with the written consent of the persons concerned. The competent authority of the Requested Party shall notify the competent authority of the Requesting Party of the time and place of the meeting with the individuals concerned.

2. At the request of the competent authority of the Requesting Party, the competent authority of the Requested Party may allow representatives of the competent authority of the Requesting Party to be present at the appropriate part of a tax examination in the Requested Party.

3. If the request referred to in paragraph 2 is acceded to, the competent authority of the Requested Party conducting the examination shall, as soon as possible, notify the competent authority of the Requesting Party about the time and place of the examination, the authority or official designated to carry out the examination and the procedures and conditions required by the Requested Party for the conduct of the examination. All decisions with respect to the conduct of the tax examination shall be made by the Requested Party conducting the examination.

**Article 7**  
**Possibility of Declining a Request**

1. The Requested Party shall not be required to obtain or provide information that the Requesting Party would not be able to obtain under the legislation of its state for purposes of the administration or enforcement of its own tax laws. The competent authority of the Requested Party may decline to assist where the request is not made in conformity with this Agreement or with the domestic legislation of its state.
2. The provisions of this Agreement shall not impose on a Party the obligation to supply information which would disclose any trade, business, industrial, commercial or professional secret or trade process. Notwithstanding the foregoing, information of the type referred to in Article 5, paragraph 4 shall not be considered as such a secret or trade process merely because it meets the criteria set forth in that paragraph.
3. The provisions of this Agreement shall not impose on a Party the obligation to obtain or provide information, which would reveal confidential communications between a client and an attorney, solicitor or other admitted legal representative where such communications are:
  - a) produced for the purposes of seeking or providing legal advice; or
  - b) produced for the purposes of use in existing or contemplated legal proceedings.
4. The Requested Party may decline a request for information if the disclosure of the information would be contrary to public order. In this case, it should not be necessary to give the reasons of the refusal.
5. A request for information shall not be refused on the ground that the tax claim giving rise to the request is disputed unless the Requested Party justifies that the provision of such information would have a negative impact on the proceedings.
6. The Requested Party may decline a request for information if the information is requested by the Requesting Party to administer or enforce a provision of the tax law of the Requesting Party, or any requirement connected therewith, which discriminates



against a citizen of the Requested Party as compared with a citizen of the Requesting Party in the same circumstances.

## **Article 8**

### **Confidentiality**

Any information received by a Party under this Agreement shall be treated as confidential, in the same conditions as the information obtained under the domestic legislation of its state or according to the confidentiality conditions applicable in the jurisdiction of the state that provides such information if the latter conditions are more restrictive, and may be disclosed only to persons or authorities (including courts and administrative bodies) in the jurisdiction of the state of that Party concerned with the assessment or collection of, the enforcement or prosecution in respect of, or the determination of appeals in relation to, the taxes imposed by the state of a Party. Such persons or authorities shall use such information only for due purposes for which the information is required. They may disclose the information in public court proceedings or in judicial decisions. The information may not be disclosed to any other person or entity or authority or any other jurisdiction without the express written consent of the competent authority of the Requested Party.

## **Article 9**

### **Costs**

Ordinary costs incurred in providing assistance shall be borne by the Requested Party, and extraordinary costs incurred in providing assistance (including reasonable costs of engaging external advisors in connection with litigation or otherwise) shall be borne by the Requesting Party. At the request of either Party, the competent authorities shall consult as necessary with regard to this Article, and in particular the competent authority of the Requested Party shall consult with the competent authority of the Requesting Party in advance if the costs of providing information with respect to a specific request are expected to be significant.

**Article 10**  
**Mutual agreement procedure**

1. In case of arising difficulties or disputes during the implementation or interpretation of this Agreement they shall be resolved between the competent authorities of the Parties by mutual agreement through negotiations or consultations.
2. In addition to the agreements referred to in paragraph 1 hereof, the competent authorities of the Parties may mutually agree on the procedures to be used under Articles 5 and 6.
3. The competent authorities of the Parties may communicate with each other directly for purposes of reaching agreement under this Article.

**Article 11**  
**Entry into Force**

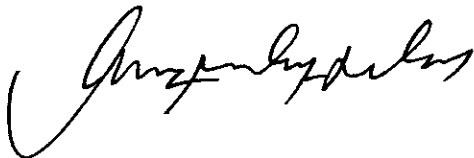
1. This Agreement shall enter into force on the 30<sup>th</sup> day after date of the receipt of the last written notice by any of the Parties reporting that all the internal legal procedures for its entry into force have been fulfilled.
2. The Agreement shall thereupon have effect:
  - a) for criminal tax matters, on the date of entry into force, for taxable periods beginning on or after that date or, where there is no taxable period, for all charges to tax arising on or after that date;
  - b) for all other matters covered in Article 1, on that day, for taxable periods beginning on or after the first day of January of the year following the date on which the Agreement enters into force, or where there is no taxable period, for all charges to tax arising on or after the first day of January of the year following the date on which the Agreement enters into force.
3. This Agreement will remain into force for indefinite period

**Article 12**  
**Termination**

1. Either Party may terminate the Agreement by submitting the other Party written notice of termination, through diplomatic channels, at least six (6) months before the end of any calendar year. In such event, this Agreement shall cease to have effect on the first day of the following calendar year.
2. Even after the termination of the Agreement in accordance with paragraph 1 hereof, both Parties shall remain bound by the provisions of Article 8 with respect to any information obtained under this Agreement.

Done at ~~Bs. As.~~ this day ~~4<sup>th</sup>~~ of ~~July~~ 2014, in two originals in the Armenian, Spanish and English languages, both texts being equally authentic. In case of divergences of interpretation of the provisions of this Agreement, the English text shall prevail.

**FOR THE GOVERNMENT OF THE  
REPUBLIC OF ARMENIA**



**FOR THE GOVERNMENT OF THE  
ARGENTINE REPUBLIC**

