(b) interest, at a commercially reasonable rate for that freely usable currency, accrued from the date of expropriation until the date of payment.

6. This Article does not apply to the issuance of compulsory licences granted in relation to intellectual property rights in accordance with the TRIPS Agreement, or to the revocation, limitation or creation of intellectual property rights, to the extent that such issuance, revocation, limitation or creation is consistent with the TRIPS Agreement.

Article 13
Compensation for Losses or Damages

1. Each Contracting Party shall accord to investors of the other Contracting Party that have suffered loss or damage relating to their investments in the Territory of the former Contracting Party due to armed conflict or a state of emergency such as revolution, insurrection, civil disturbance or any other similar event in the Territory of that former Contracting Party, treatment, as regards restitution, indemnification, compensation or any other settlement, that is no less favourable than that which it accords to its own investors or to investors of a non-Contracting Party, whichever is more favourable to the investors of the other Contracting Party.

2. Without prejudice to paragraph 1, if an investor of a Contracting Party, in a situation referred to in paragraph 1, suffers a loss in the Territory of the other Contracting Party resulting from:

(a) requisitioning of its investment or part thereof by the latter's forces or authorities; or

(b) destruction of its investment or part thereof by the latter's forces or authorities, which was not required by the necessity of the situation,

the latter Contracting Party shall provide the investor restitution, compensation or both, as appropriate, for that loss.

3. Any payment as a means of settlement referred to in paragraphs 1 and 2 shall be effectively realisable, freely transferable and freely convertible at the market exchange rate into freely usable currencies.

4. Neither Contracting Party shall be derogated from its obligation under paragraphs 1 and 2 by reason of its measures taken pursuant to paragraph 2 of Article 16.

Article 14
Subrogation

If a Contracting Party or its designated agency makes a payment to its own investor under an indemnity, guarantee or insurance contract in respect of an investment of such investor in the Territory of the other Contracting Party, the latter Contracting Party shall recognise the assignment to the former Contracting Party or its designated agency of any right or claim of such investor on account of which such payment is made. In case the payment referred to in the previous sentence is made, the latter Contracting Party shall recognise that the former Contracting Party or its designated agency is entitled to exercise such right and enforce such claim by virtue of subrogation, to the same extent as the original right or claim of the investor. As regards payment to be made to that former Contracting Party or its designated agency by virtue of such assignment of right or claim and the transfer of such payment, the provisions of Articles 12, 13 and 15 shall apply *mutatis mutandis*.

Article 15
Transfers

1. Each Contracting Party shall ensure that all transfers relating to investments in its Territory of an investor of the other Contracting Party may be freely made into and out of its Territory without delay. Such transfers shall include, in particular, though not exclusively:

(a) the initial capital and additional amounts to maintain or increase investments;

(b) current incomes accruing from investments, including profits, interest, capital gains, dividends, royalties, fees;

(c) payments made under a contract including loan payments in connection with investments;