

# **United Nations Convention on Sustainability of Global Forest, Food Reserves and Renewable Energy (“UNCSGFR”)**

## **Section I - Definitions**

### **Article 1 - Definitions.**

The following definitions apply for the entirety of this document:

1. “Convention” means the United Nations Convention on Sustainability of Global Forest, Food Reserves and Renewable Energy (the “UNCSGFR”).

2. “Deforestation” means the removal of Forests from previously vegetated areas.

3. “Food” means any animal meat, produce, vegetable, fruit or substance that is suitable to sustain life among human beings.

4. “Food Waste” means any removal of food from the food supply chain which is or was at some point fit for human consumption, or which has spoiled or expired, mainly caused by economic behavior, pool stock management, neglect, or other inefficiencies with production, institutional, or legal framework.

5. “Forest” means areas of continuous land covered by trees, plant-life generally, and other undergrowth. This includes the statutorily recognised forests in every State in addition to those understood in the plain-language sense of the word as well as forests in the government records irrespective of their ownership.

6. “Freely Convertible Currency” means a currency which is widely traded in international foreign exchange markets and widely used in international transactions.

7. “Greenhouse effect” means the warming of the planet as caused by heat trapped by the accumulation of atmospheric gases, particularly carbon dioxide.

8. “Investment” means every asset that an investor owns or controls, directly or indirectly. Forms that an investment may take include: (a) an enterprise; (b) shares, stock, and other forms of equity participation in an enterprise; (c) bonds, debentures, other debt instruments, and loans; (d) futures, options, and other derivatives; (e) turnkey, construction, management, production, concession, revenue-sharing, and other similar contracts; (f) intellectual property rights; (g) licenses, authorizations, permits, and similar rights conferred pursuant to domestic law; and (h) other tangible or intangible, movable or immovable property, and related property rights, such as leases, mortgages, liens, and pledges.

9. “Investor” means (i) a natural person having the nationality of, or who is permanently residing in, a Signatory State in accordance with its applicable law; or (ii) a legal person or any other entity constituted or organised under the applicable law of a Signatory State, whether or not for profit, and whether private or government owned or controlled, and includes a corporation, trust, partnership, sole proprietorship, joint venture, association or organisation.

10. “Natural resources” means mineral, vegetable, or other materials that are naturally occurring, or can be derived from natural sources.

11. “Renewable Energy” means energy from a source that is not depleted when used, including, but not limited to, solar, wind, tidal-current, hydroelectric, geothermal, biofuel power.

12. “Seafood” means Food taken from the ocean, including but not limited to fish, shellfish, and vegetable matter.

13. “Signatory” or “Signatory States” means a State that has ratified the UNCSGFR.

14. “Sustainability” means the ability of the planet or a specified region therein into to sustain its natural productivity and resources.

## **Section II - Promotion of Investment**

## **Article 2 - General Objectives**

1. The Signatory States to this Convention, recognizing the global nature of the current climate change crisis, acknowledge the importance of synchronizing their methods for combatting said crisis.

2. Recognizing the need for continued growth and improvement in the efforts and operations used to preserve the planet, and in agreement with the progress achieved under previous United Nations instruments such as the Paris Agreement, this Convention aims to narrowly address foundational issues with global society in order to reduce humanity's impact on the planet.

3. Signatories shall ensure that these new standards are in compliance with the "United Nations Sustainable Development Goals", in particular with respect to poverty eradication and environmental sustainability.

4. Furthermore, the Signatory States recognize that each Signatory has a responsibility to itself, its citizens, and to the global community to mitigate any potentially undesirous effects its current practices may have upon the environment.

5. This Convention aims to underscore the notion that the currently existing instruments aimed to preserve the global environment require a more progressive and creative utilization in order to ensure a cessation in environmental degradation, a focus considered to be fundamental in parallel with further technological advancement.

6. While identifying that each Signatory is a sovereign nation, and therefore must have freedom from unnecessary and overly burdensome restrictions in order to pursue its own interests, the Signatory States accept the general principle that making progress towards improving the current environmental circumstances may be achieved if approached as a collective and with the cooperation and support of each Signatory.

7. The Signatories recognize that cooperation between domestic governments and private entities is a means to achieve the mutually beneficial goal of preserving the global environment. Therefore, this Convention aims to incentivize these governments and private actors to invest in other Signatories in order to assist these States in achieving the goals outlined herein.

8. This Convention is also predicated on the understanding that such Investments should not be of unilateral benefit and should in some instances allow the Signatories receiving Investments to provide certain guarantees to the Investors.

9. Accordingly, this Convention aims to provide adequate conditions for the promotion and protection of Investors and their Investments, including an effective dispute settlement procedure, namely arbitration, as it allows for expeditious proceedings and for the fair and equitable treatment of all parties involved.

10. Finally, this Convention proposes practical and immediate steps for implementation to combat the previously mentioned vulnerabilities.

### **Article 3 - Specific objectives**

Taking into account the General Objectives as set out in Article 2, the Signatory States have chosen to focus their efforts in the following areas:

1. Reduction of Food Waste Objectives:
  - a. **Food Waste management.** The Signatory States aim to balance food production, distribution, and consumption within each Signatory's boundaries and on a global basis so as to reduce the deleterious effect of food overproduction upon the environment while simultaneously promoting a reduction in hunger and poverty.
  - b. **Food supply chain.** The Signatory States agree to promote the creation and adoption of efficient collection, packaging, storage, and transport within their own sovereign states and in neighboring Signatory States by facilitating public-private partnerships in research, development, and implementation across Signatory boundaries.

- c. **Food distribution.** The Signatory States will promote and facilitate the flow of non-edible and/or unused food product generated by food manufacturing industries toward new purposes in the food production industry.
- d. **Efficiency.** In acknowledgement of the importance of preventing the destruction of edible food product at a distributional level, and in acknowledgement of the importance of rerouting otherwise undesirable and/or non-sellable food to those individuals and/or organizations that need it, Signatory States will provide opportunities for innovation in those fields.
- e. **Excess Food optimization.** This Convention seeks to incentivize Signatory States to encourage their domestic establishments to donate excess food in a safe and reasonable manner both domestically and across Signatory borders.
- f. **Education.** This Convention directs all Signatory States to develop a varied informational campaign to educate citizens of all age-groups of the relevant terms of this Convention and how they may contribute as citizens to their Signatory's successful compliance with this Convention.

## 2. Renewable Energy Objectives:

- a. **Energy security and diversification.** The Signatory States aim to achieve the safe production, conversion, transport, distribution and storage of energy, be it solar, wind, geothermal, hydroelectric, tidal-current generated power or any power generated by any other renewable source. These metrics will be designed with the guidance of various research, training and implementation efforts, that will focus also on technology and technical abilities.
- b. **Energy efficiency.** The Signatory States aim to promote energetic efficiency in all economic sectors. Registering lower energy consumption and minimizing energy losses in areas such as construction, transport, housing and tourism are high priorities.
- c. **Energy access.** The Signatory States aim to achieve universal access to energy. Action shall be taken according to each Signatory State's endogenous energetic potential, and should include investments in

research of sustainable local renewable sources and in production and distribution of energy, such as electrification within rural zones.

3. Prevention and Reduction of Deforestation Objectives:

- a. **Reverse loss of Forest cover.** Signatories will endeavor to systematically manage the recovery of all types of Forests. This recovery will include their protection, restoration, and an increase in efforts to prevent Forest degradation.
- b. **Reduce emissions.** Signatories aim to reduce emissions into the global environment caused by deforestation and forest degradation activities. Sustainable management of global forests should include enhancement of Forest carbon sinks in developing countries.
- c. **Enhancement.** Signatories endeavor to enhance economic, social and environmental benefits that are provided by maintaining healthy Forest populations around the globe, especially improving the livelihoods of indigenous and local Forest-dependent communities.
- d. **Benchmarks and assessment.** Signatories aim to create credible assessments and benchmarks upon dialogue with relevant stakeholders, including the private sector and philanthropic organizations.
- e. **Increase small-scale enterprise.** Signatories will endeavor to increase access for small-scale enterprises to financial services, including affordable, micro credit, and promote the development of cooperatives or other associations to help small-scale producers with technical assistance, access to markets, integration into value chains and financial advice.

#### **Article 4 - Obligations of Signatory States**

In order to achieve the objectives as detailed in Article 3, the Signatory States to this Convention agree to undertake the following actions with regard to the above-mentioned topics:

1. Food Waste:

- a. Facilitation of increased public-private partnerships in research, development, and distribution of food collection, packaging, storage, and transport methods

The Signatory States decide to reduce existing hurdles to international travel to select categories of scientists and investment executives through streamlining visa application processes and extending applicable visa stays to said select categories. Recognizing the importance of each Signatory's sovereignty, the Signatory States agree to negotiate the exact terms of the streamlined process and extended stay time periods on a bilateral and/or multilateral basis as may be desired.

Furthermore, the Signatory States agree to re-evaluate taxation on the proceeds of foreign investments in the fields of food collection, packaging, storage and transport so as to avoid double taxation. Each Signatory will provide a list and definitions of qualifying investment opportunities to the other Signatory States of the agreement. The method used to determine said list of qualifying investment opportunities shall be determined by each Signatory in its capacity as a sovereign entity.

In addition, the Signatory States agree to re-evaluate tariffs on products produced by other Signatory States that fall within the same categories of food collection, packaging, storage and transport. Each Signatory will provide a list of qualifying products to the other Signatory States of the agreement. The method used to determine said list of qualifying products and the quantity of the tariff reduction to be made shall be determined by each Signatory in its capacity as a sovereign entity.

- b. Promotion and Facilitation of Closed Feedback Loop between Food Production and Manufacture

In an effort to further reduce and find use for excess food product generated through the manufacture of processed foods, Signatory States will encourage partnerships within and without their boundaries between food farmers/producers and those who process their raw food goods into product with the aim of creating a

system in which excess raw food product can be recycled into the creation of additional raw food by the farmer/producer. Explicitly, this provision aims to encourage manufacturers of Food products to preserve excess Food or Food that has become inedible for the purpose of providing those substances to farmers and other producers in order to create compost or other useful materials.

b.1 Advisory Council on Expiration Dates

Among the first seven Signatory States that put this Convention into force shall be the establishment of a standard by which food products and beverages are determined to longer be fit for human consumption. This standard shall be adopted by all subsequent Signatory States to this convention.

c. Design Opportunities for Innovation in Reducing Destruction of Edible Food and Rerouting “Undesirable” Food to Appropriate Individuals and Organizations

In order to reduce the destruction of edible, but non-aesthetic, food, Signatory States agree to develop policies that reduce liability, where appropriate, to food distribution centers, to include supermarkets, governmental food programs, and charitable institutions. These policies will be designed to aid both native and foreign institutions.

The Signatory States will also work towards the development of international networks that can channel excess edible, non-aesthetic foods to those areas within each other’s borders where hunger and/or poverty levels have met a certain threshold to be determined by the first seven Signatory states.

d. Cooperation with Domestic Restaurant Industries

Signatory States agree to create and implement laws and policies that will encourage the donation, and penalize the destruction of, excess food that is otherwise fit for human consumption. This process will include the removal of legal barriers, the limitation of liability for establishments pursuing this objective,

and the establishment of a punitive regime to discourage Food Waste by these establishments.

Furthermore, each Signatory shall provide a specialized tax incentive for establishments that donate a certain quantity of food to hungry populations, whether within their own or another Signatory's borders.

e. Increased Consumer Knowledge

Each Signatory agrees to create and develop informational and advertising campaigns designed to apprise the populace of each Signatory State of how, as citizens, they may contribute to the objectives of this Convention. A Signatory State may do so in concert with other Signatory States.

f. Sanctuary for Fish/Farm Animals

In order to restore populations of Seafood that have been depleted, Signatory States to this Convention agree to encourage operations to replenish fished populations within their waters. Furthermore, Signatory States that increase Seafood populations within five years of the ratification of this Convention may be eligible for tariff reductions regarding said seafood if in accordance with other relevant agreements.

The terms of this section may be extended to apply to other wildlife as well. Specifically, if a Signatory is able to increase the population of an endangered creature that it exports, then it may be granted the same benefit as described in this section.

g. Universal Food Income

Signatory States shall, within five years of the date of ratification of this Convention, create a uniform daily sustenance minimum for all citizens. Signatory States are granted the autonomy to determine how the program will be implemented within their own borders; however, whatever initiative designed must grant access to food to each citizen on a daily basis. Signatory States are

encouraged to create strategic relationships with private entities to achieve this goal.

#### h. Synthetic Food

Signatory States to this Convention shall encourage and subsidize the study, production and development of alternative Food sources, namely, synthetic Food products in order to create mass-production systems that may sustain communities that are deficient in their access to and ability to attain Food. If a Signatory does not have the ability to develop these programs directly it may collaborate, through a separate bilateral agreement with another Signatory State's operations, to develop this Food source.

#### i. Food in Exchange for Natural Resources

Recognizing that some Signatory States will produce surpluses of Food, this Convention encourages Signatory States to exchange those surpluses of Food for Natural Resources with other Signatory States that do not realize such surpluses. These negotiations will be on a bilateral basis. The Signatory States should consider altering export or import tariffs when engaging in such policies in order to ensure an efficient and equitable trade of Food for resources. This exchange could be in some quantified amount of resources, access to those resources for some amount of time, or outright ownership of said resources.

### 2. Renewable Energy:

#### a. Energy security

Signatories shall coordinate and/or harmonize the development of safety principles and guidelines for energy product transport and installation. Recognizing that some energy sources have greater risks in the respective production, storage and transport, Signatories should strive to achieve consensus on risk reduction.

Further, Signatories shall encourage liberalisation of trade through the support of transnational and international projects, specifically those projects developing stable, extensive and regional power networks and power grids.

b. Energy diversification

Signatories shall develop programs that promote the research development, transfer, innovation, and dissemination of renewable energy technology, specifically to include the creation and/or support of research centers through partnerships with private organizations or academic institutions.

Additionally, Signatories shall promote the evaluation and characterization of the Signatory State's endogenous potential for the production of energy regarding all renewable energy sources in order to identify and study the level of technical and financial viability of Sustainable energy projects.

Signatories shall review and report on avenues to capital for parties interested in developing projects or technology regarding renewable energy, such as lines of credit, public subsidies, and others, and promote access to entrepreneurial projects and marketing grants.

Furthermore, Signatories shall attempt to conduct all government operations with renewable energies to the greatest extent possible, and increase access to renewable energy to their citizens.

Signatories shall investigate and adopt adequate pricing policies regarding the trade of renewable energy, in order to both guarantee access to green power at an accessible price to consumers and also facilitate feasible market conditions for renewable energy placement.

c. Energy efficiency

The Signatory States may establish tariffs that encourage import of energy efficient products and incentivize the development of energy efficient technologies domestically. These measures may entail the promotion of market access to

products with superior energetic efficiency, the facilitation of licensing of infrastructure with better energetic efficiency, the optimization of heating networks in housing and industry (regarding both expenditure and site and source transit energy) and the green certification of real estate.

Further, Signatories shall regularly evaluate the efficiency of its energy output systems to ensure that energy is not needlessly wasted. For this purpose, Signatories shall encourage and support Investments regarding efficient storage and distribution solutions. Where possible, States shall examine opportunities to provide energy surpluses to developing Signatory States, in accordance with regional and local power grids.

#### d. Conversion of Current Technologies

Where possible States should subsidize the reconfiguration of older technologies to be more compliant with renewable energy initiatives as outlined herein. This re-configuration applies to industries, services, and public entities, as well as consumer products (Eg. the transition from fossil fuels to green-technology and the utilization of solar, wind, and tidal forces, etc.).

Specifically, Signatories shall determine a means to subsidize any organization that desires to convert its current operations to a more energy efficient facility or operation, as well as a means to train its employees on conversion of older technology.

#### e. Energy Access

Signatories undertake to support investments that promote community-based and community-oriented Sustainable energy, namely the local and regional infrastructure and provision of services, the exploration of regional green energy resources, and the construction, distribution and management of local and regional energy grids.

For this purpose, Signatories shall provide financial subsidies and grants, foster the provision of lines of credit and grants, promote the issuance of green bonds, or provide or make available other facilitation mechanisms.

The Signatories shall also promote technical and technological training and in order to enhance capacity building in impoverished and/or rural zones.

f. Access to Land & Tax Burdens

Signatories should survey unoccupied, or under-utilized land and provide lists of said land for the development of renewable energy technology or production to the other Signatories. The negotiation of land utilization need not be permanent and it is expected that the provision of said land will be negotiated on a bilateral basis, either between Signatories or between a single Signatory and a foreign Investor. Land-use and zoning shall conform to the best environmental standards.

Additionally, Signatories shall re-evaluate their domestic tax regimes to determine opportunities to provide tax relief or credit for entities investing in the development of renewable energy initiatives or organizations producing renewable energy.

3. Deforestation:

a. Domestic Documentation & Policy Infrastructure.

Signatories shall establish an internal organization or program with the purpose of informing citizens and private organizations about financial resources and incentives that decentivize deforestation behavior.

Further, Signatories shall design tax or State bond-credits or other financial incentives for private parties seeking aid with Forest restoration. Examples include: specialized loans, debt deferment, tax burden reduction and other government financial obligations, which should be mitigated in correlation to a party's efforts to combat deforestation.

Signatories shall also consider ways to usefully link agriculture and forest-based activities in rural communities, as envisaged by the Food and Agricultural Organization (“FAO”) Forest and Farm Facility programs.

b. Cooperation with Private Entities

Signatories shall strengthen small and medium-sized enterprises in the private sector by encouraging exploration of alternative business opportunities, such as ecotourism, with due to the rights, cultures, property and environment of the indigenous and local dependent communities and their free and informed consent wherever necessary. This partnership with private organizations shall be encouraged through the development of accelerated programs and processes for obtaining the required local permits in each Signatory State.

In addition, private organizations who can demonstrate that a certain percentage of their property is undeveloped Forest, whether at their headquarters or in a Foreign State, shall be eligible for either a tax credit in their home State or a tax credit with the Foreign State, as the situation warrants. The percentage applicable shall be determined on a bilateral and/or multilateral basis.

c. High Interest Regions.

Collectively the Signatories to this Convention shall give financial and logistical assistance to developing States with less resources, especially in the case that those developing States have large forest populations.

d. Decrease Poverty in Forest Communities

Signatories will strive to increase the proportion of Forest products derived from Sustainably-managed Forest for Forest-based poverty alleviation. To that end, Signatories will provide lists of Sustainable Forest community products that are eligible for reduced export tariffs to the other Signatories. A Forest will qualify as Sustainable if it has not reduced in size over the course of five (5) years and the actions of its inhabitants to not appreciably affect atmospheric carbon levels.

e. Increased Import Tariffs

Signatories agree to increase import tariffs within the bounds of their existing trade agreements for products generated from Natural Resources found within Forests that have been qualified as Sustainable (see Section 3.3d).

3.4. Compliance with this Convention and Reporting on Progress

Signatory States shall report the status of compliance regarding each of the initiatives described in section(s) 3.1, 3.2, and 3.3 every five (5) years from the date of entry into force of this Convention. The United Nations General Assembly shall produce a summary report measuring the success of these initiatives every seven (7) years. This report shall determine each Signatory's compliance with this Convention.

a. Pass Through Provisions for Bigger Nations

Signatory States that meet the objectives and standards of at least two of the three categories (Food Waste, Renewable Energy, and Deforestation) within this Convention, shall maintain with other Signatory States to this Convention the grounds for discussion of increased access to the waters, lands, or air-space of other Signatory States, subject to those Signatory State's limitations specifically articulated, which may be based on national security risks.

**Section III - Investment Protection**

**Article 4 - Investor Requirements**

1. Investors who meet the requirements as detailed in this Section will be granted the protections as detailed in Section III of this agreement.

2. No Investor shall be allowed to discriminate on the basis of culture, race, gender, disability, disease status or any other status when choosing which program to invest in, or when making hiring decisions if required as part of their Investment.

3. Finally, Investors shall be required to allow Signatory States access to their investments and research for the purposes of reporting on the effectiveness of this agreement. Access shall be granted either in the form of on site inspections or through compiled reports, as to be decided between the Signatory States, the host Signatory State invested in, and the Investors, but to be demanded no more than once per year unless otherwise agreed upon in writing.

## **Article 5 - Investor Protections**

1. Investors will be granted the following general protections and guarantees, in addition to the protection and guarantees provided in this section, if they comply with the provisions of Article 4:

- a. Investors will be protected from double taxation on income generated from Investments made in accordance with this Convention, as the Signatories recognise the importance of the principle of non-discriminatory treatment in taxation for Investors and their Investments. The Signatories shall pursue their efforts to conclude agreements for the avoidance of double taxation, where appropriate.
- b. In order to ensure that Investors interests are adequately protected, Investors are entitled to, at minimum, monthly reports on the status of the projects they have invested in.

## **Article 6 - Standards of Treatment**

1. Each Signatory shall accord to Investors of the other Signatories and to their Investments, treatment no less favorable than that it accords, in like circumstances, to its own investors and their investments with respect to the establishment, acquisition, expansion, management, maintenance, use, enjoyment, and sale or other disposition of Investments in its territory (“National Treatment”).

2. Each Signatory shall accord to Investors of another Signatory and to their Investments, treatment no less favourable than the treatment it accords in like circumstances to investors of any other Signatory or of a non-Signatory, and to the Investments of Investors of any other Signatory or of a non-Signatory, with respect to the establishment, acquisition, expansion, operation, management, maintenance, use, enjoyment, and sale or other disposition of Investments (“Most Favoured Nation”).

3. Each Contracting Party shall accord to investors of another Signatory and to their investments the better of the treatment required by the previous paragraphs, whichever is the more favourable to those investors or investments.

4. Each Signatory shall accord to investments in its territory of investors of another Signatory treatment in accordance with customary international law, including fair and equitable treatment and full protection and security (“Minimum Standard of Treatment”). The obligation to provide:

- a. “fair and equitable treatment” includes the obligation not to deny justice in criminal, civil, or administrative adjudicatory proceedings in accordance with the principle of due process embodied in the principal legal systems of the world; and
- b. “full protection and security” requires each Signatory to provide the level of police protection required under customary international law.

5. A Signatory shall not impair by unreasonable or discriminatory measures the operation, management, maintenance, use, enjoyment or disposal of investments in its territory of investors of another Signatory.

6. Each Signatory shall accord to investors of the other Signatory, and to covered investments, non-discriminatory treatment with respect to measures it adopts or maintains relating to losses suffered by investments in its territory owing to armed conflict or civil strife.

## **Article 7 - Expropriation and Compensation**

1. A Signatory shall not expropriate or nationalise directly or indirectly an investment in its territory of an investor of another Signatory or take any measure or measures having equivalent effect (hereinafter referred to as "expropriation") except:

- a. for a purpose which is in the public interest,
- b. on a non-discriminatory basis,
- c. in accordance with due process of law and Article 6(4), and
- d. accompanied by payment of prompt, adequate and effective compensation in accordance with the paragraphs below.

2. Compensation shall:

- a. be paid without delay,
- b. be equivalent to the fair market value of the expropriated investment immediately before the expropriation occurred,
- c. not reflect any change in value occurring because the expropriation had become publicly known earlier,
- d. be fully realisable and freely transferable.

### **Article 8 - Protection from Strife**

1. An Investor of a Signatory which has suffered losses relating to its Investment in the territory of another Signatory due to war or to other armed conflict, state of emergency, revolution, insurrection, civil disturbance, or any other similar event in the territory of the latter Signatory, shall be accorded by the latter Signatory, as regards restitution, indemnification, compensation or any other settlement, treatment no less favourable than that which it accords to its own Investors or to Investors of any third State, whichever is most favourable to the Investor.

2. Notwithstanding the previous paragraph, an Investor of a Signatory which, in any of the situations referred to in that paragraph, suffers a loss in the territory of another Signatory 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,

shall be accorded by the latter Signatory restitution or compensation which in either case shall be prompt, adequate and effective and, with respect to compensation, shall be in accordance with the standards of compensation of expropriation.

## **Article 9 - Transfers**

1. Each Signatory shall ensure that all payments relating to an Investment in its territory of an Investor of another Signatory may be freely transferred 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 an Investment,
- b. returns,
- c. payments made under a contract including a loan agreement,
- d. proceeds from the sale or liquidation of all or any part of an investment,
- e. payments of compensation under Expropriation and Protection from Strife,
- f. payments arising out of the settlement of a dispute,
- g. earnings and other remuneration of personnel engaged from abroad in connection with an Investment.

2. Each Signatory shall further ensure that such transfers may be made in a freely convertible currency.

3. Each Signatory shall also further ensure that such transfers may be made at the market rate of exchange prevailing on the date of transfer.

4. Notwithstanding this, a Signatory may delay or prevent a transfer through the equitable, non-discriminatory and good faith application of measures:

- a. to protect the rights of creditors,
- b. relating to or ensuring compliance with laws and regulations
  - i. on the issuing, trading and dealing in securities, futures and derivatives,

- ii. concerning reports or records of transfers, or
- c. in connection with criminal offences and orders or judgements in administrative and adjudicatory proceedings,

provided that such measures and their application shall not be used as a means of avoiding the Signatory's commitments or obligations under the Agreement.

### **Article 10 - Information Transfer and Data Processing**

1. No Signatory shall take measures that prevent transfers of information or the processing of information outside the territory of a Signatory, including transfers of data by electronic means, where such transfer of information or processing of information is:

- a. necessary for the conduct of the ordinary business of an enterprise located in a Signatory that is the Investment of an Investor of another Signatory, or
- b. in connection with the purchase or sale by an enterprise located in a Signatory that is the Investment of an Investor of another Signatory of:
  - i. data processing services, or
  - ii. information, including information provided to or by third parties.

2. Nothing in paragraph 1:

- a. affects the enterprise's obligation to comply with any record keeping and reporting requirements, or
- b. restricts the right of a Signatory to protect privacy, including the protection of personal data, intellectual and industrial property, and the confidentiality of individual records and accounts, so long as such right is not used to circumvent the provisions of the Convention.

## **Section IV - Signatory-State related provisions**

### **Article 11 - Signatory State Safeguards**

1. Nothing in this Convention shall be construed to prevent any Signatory from taking any action which it considers necessary for the protection of its essential security interests or to require any Signatory to furnish or allow access to any information the disclosure of which it considers contrary to its essential security interests.

2. Subject to the requirement that such measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination between Signatories, nothing in this Convention shall be construed to prevent any Contracting Party from taking any measure necessary for the maintenance of public order.

3. This Convention acknowledges that it places a large burden on its Signatories and its Signatories' economies. Therefore, Signatories may adopt or maintain measures inconsistent with its obligations under this Convention in the event of serious balance-of-payments and external financial difficulties or threat thereof, or exceptionally where movements of capital cause, or threaten to cause, serious difficulties for the operation of economic, monetary or exchange rate policies. These measures shall be temporary and shall be eliminated as soon as conditions permit.

4. This Article does not apply to Articles 7 and 8.

## **Article 12 - Accountability**

The Signatory States acknowledge that an agreement of this magnitude is superfluous and without meaning if there are no standards established by which to take account of the progress signatory Signatory States make towards the objectives and implementation strategies listed above. To that end:

1. The Signatory States agree to promote transparency and accountability through the production of a progress report to all other Signatory States every two years from the signatory date of this agreement. Said progress report will specifically address each designated objective, describing the initial and/or

previously reported status of each objective and the steps to be taken in the next two (2) years to improve each objective.

## **Section V - Dispute Resolution**

### **Subsection V.1 - Investor-State Dispute Resolution**

#### **Article 13 - Scope**

1. This section shall only apply to disputes arising between a Signatory and an Investor of another Signatory arising out of an alleged breach of an obligation of a Signatory under the Convention, and investment authorization or an investment agreement covered by this Convention, with respect to an Investment made by an Investor in the territory of the host Signatory State, and any counterclaim brought by the Signatory.

#### **Article 14 - Consultation and Negotiation**

1. In the event of an investment dispute, the Investor and the Signatory State should initially seek to resolve the dispute through consultation and negotiation, which may include the use of nonbinding, third-party procedures.

2. If this dispute between the Parties cannot be settled within three (3) months from the time the dispute arose, it shall upon the request of either Party be submitted to an arbitral tribunal.

#### **Article 15 - Consent to Arbitrate**

1. Each Party consents to the submission of a claim to arbitration under this Section in accordance with this Treaty.

2. No claim may be submitted to arbitration under this Section if more than three years have elapsed from the date on which the Investor first acquired, or should have first acquired, knowledge of the breach alleged and knowledge that the

Investor has incurred loss or damage, save if the other party provide a written waiver.

### **Article 16 - Composition of the Arbitral Tribunal**

1. Unless the disputing parties otherwise agree, the tribunal shall comprise three (3) arbitrators, one arbitrator appointed by each of the disputing parties and the third, who shall be the presiding arbitrator, appointed by agreement of the disputing parties. None of the arbitrators may be a citizen either of the Signatory State the Investor or Investment is from or of the host Signatory State.

2. The Stockholm Chamber of Commerce Arbitration Institute shall serve as appointing authority for an arbitration under this Section.

### **Article 17 - Conduct of Arbitration**

1. The arbitration shall be conducted under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules in force at the time of the commencement of the dispute, or any other rules agreed to between the parties in writing prior to the commencement of arbitration, and as modified by this Treaty.

2. The parties may agree regarding the seat of arbitration. If the Parties fail to reach an agreement in this regard in two (2) months following the Notice of Arbitration, the tribunal shall determine the seat in accordance with the applicable arbitral rules, provided that the place shall be in the territory of a state that is a party to the New York Convention.

3. The tribunal shall have the authority to accept and consider amicus curiae submissions from a person or entity that is not a disputing party.

4. The tribunal shall decide the issues in dispute in accordance with this Convention, the rules of law specified in the pertinent investment authorization or investment agreement and the law of the host Signatory State, if applicable, and the applicable rules of international law.

5. A tribunal may order an interim measure of protection to preserve the rights of a disputing party, or to ensure that the tribunal's jurisdiction is made fully effective, including an order to preserve evidence in the possession or control of a disputing party or to protect the tribunal's jurisdiction. A tribunal may not order attachment or enjoin the application of a measure alleged to constitute a breach referred to in Article 13.

### **Article 18 - Transparency**

1. Subject to applicable Law regarding protection of confidential information, the respondent shall, after receiving the following documents, promptly transmit them to the non-disputing Party and make them available to the public:

- a. the notice of intent,
- b. the notice of arbitration,
- c. pleadings, memorials, and briefs submitted to the tribunal by a disputing party and any written submissions submitted pursuant to Article 17(4),
- d. minutes or transcripts of hearings of the tribunal, where available, and
- e. orders, awards, and decisions of the tribunal.

2. The tribunal shall conduct hearings open to the public and shall determine, in consultation with the disputing parties, the appropriate logistical arrangements. However, any disputing party that intends to use information designated as protected information in a hearing shall so advise the tribunal. The tribunal shall make appropriate arrangements to protect the information from disclosure.

### **Article 19 - Consolidation**

1. Where two or more claims have been submitted separately to arbitration under Article 13 and the claims have a question of law or fact in common and arise out of the same events or circumstances, any disputing party may seek a

consolidation order in accordance with the agreement of all the disputing parties sought to be covered by the order or the terms of paragraphs 2 through 8.

2. A disputing party that seeks a consolidation order under this Article shall deliver, in writing, a request to the appointing authority and to all the disputing parties sought to be covered by the order and shall specify in the request:

- a. the names and addresses of all the disputing parties sought to be covered by the order,
- b. the nature of the order sought, and
- c. the grounds on which the order is sought.

3. Unless the appointing authority finds within thirty (30) days after receiving a request under paragraph 2 that the request is manifestly unfounded, a tribunal shall be established under this Article.

4. Unless otherwise agreed by all, a tribunal established under this Article shall comprise three arbitrators, one arbitrator appointed by agreement of the claimants, one arbitrator appointed by the respondent; and the presiding arbitrator appointed by the appointing authority.

5. Where a tribunal established under this Article is satisfied that two (2) or more claims that have been submitted to arbitration under Article 13 have a question of law or fact in common, and arise out of the same events or circumstances, the tribunal may, in the interest of fair and efficient resolution of the claims, and after hearing the disputing parties, by order:

- a. assume jurisdiction over, and hear and determine together, all or part of the claims;
- b. assume jurisdiction over, and hear and determine one or more of the claims, the determination of which it believes would assist in the resolution of the others; or
- c. instruct a tribunal previously established under Article 16 to assume jurisdiction over, and hear and determine together, all or part of the claims, provided that that tribunal, at the request of any claimant not previously a disputing party before that tribunal, shall be reconstituted

with its original members, and that tribunal shall decide whether any prior hearing shall be repeated.

6. Where a tribunal has been established under this Article, a claimant that has submitted a claim to arbitration under Article 24(1) and that has not been named in a request made under paragraph 2 may make a written request with the elements provided in paragraph 2 to the tribunal that it be included in any order made under paragraph 6.

7. A tribunal established under Article 16 shall not have jurisdiction to decide a claim, or a part of a claim, over which a tribunal established or instructed under this Article has assumed jurisdiction.

8. On application of a disputing party, a tribunal established under this Article, pending its decision under paragraph 6, may order that the proceedings of a tribunal established under Article 16 be stayed, unless the latter tribunal has already adjourned its proceedings.

### **Article 20 - Award**

1. Where a tribunal makes a final award against a respondent, the tribunal may award, separately or in combination, only:

- a. monetary damages and any applicable interest, and
- b. restitution of property, in which case the award shall provide that the respondent may pay monetary damages and any applicable interest in lieu of restitution.

2. A tribunal may not award punitive damages.

3. Each disputing party shall abide by and comply with an award without delay. An award made by a tribunal shall have no binding force except between the disputing parties and in respect of the particular case.

4. A disputing party may not seek enforcement of a final award until ninety (90) days have elapsed from the date the award was rendered and no disputing

party has commenced a proceeding to revise, set aside, or annul the award; or a court has dismissed or allowed an application to revise, set aside, or annul the award and there is no further appeal. Each Party shall provide for the enforcement of an award in its territory.

5. A claim that is submitted to arbitration under this Section shall be considered to arise out of a commercial relationship or transaction for purposes of Article I of the New York Convention

## **Subsection V.2 - State-State Dispute Resolution**

### **Article 21 - State-State Dispute Resolution**

1. Any dispute between the Signatory States concerning the interpretation or application of this Convention, that is not resolved through consultations or other diplomatic channels within six (6) months, shall be submitted on the request of either Signatory to arbitration for a binding decision or award by a tribunal in accordance with applicable rules of international law. In the absence of an agreement by the Signatories to the contrary, the UNCITRAL Arbitration Rules shall govern, except as modified by the Signatories or this Convention.

2. Unless the Signatories otherwise agree, the tribunal shall comprise three (3) arbitrators, one arbitrator appointed by each Signatory and the third, who shall be the presiding arbitrator, appointed by agreement of the Signatories. If a tribunal has not been constituted within seventy five (75) days from the date that a claim is submitted to arbitration under this Section, the appointing authority, on the request of either Signatory, shall appoint, in its discretion, the arbitrator or arbitrators not yet appointed.

3. Expenses incurred by the arbitrators, and other costs of the proceedings, shall be paid for equally by the Signatories. However, the tribunal may, in its discretion, direct that a higher proportion of the costs be paid by one of the Signatories.

4. Articles 17(3), 17(4) and 18 shall apply mutatis mutandis to arbitrations under this Article.

## **Section VI - Final Provisions**

### **Article 22 - Depositary**

1. The General Assembly of the United Nations shall be the Depositary of this Convention.

### **Article 23 - Signature and Entry into Force**

1. This Convention shall enter into force thirty (30) days after the date five (5) Signatories deposit their instruments of ratification. An acceptance following the entry into force of this Agreement shall enter into force on the thirty (30) days following the deposit of its instrument of acceptance.

2. The Signatories shall meet every five (5) years after the entry into force of this Convention to consult and review the operation and effectiveness of this Convention. This Convention may be amended at any time at the request of any Signatory.

### **Article 24 - Withdrawal**

1. At any time after five (5) years from the date on which this Convention has entered into force for a Signatory, that Signatory may give written notice to the Depositary of its withdrawal from this Convention.

2. Any such withdrawal shall take effect on the expiry of six months from the date of the receipt of the notice by the Depositary, or on such later date as may be specified in the notice of withdrawal. If a Signatory withdraws, the Convention shall remain in force for the remaining Signatories.

3. The provisions of this Convention shall continue to apply for a period of fifteen (15) years from the date of notification of withdrawal to an Investment existing at that date.

The preceding text is a certified true copy of the original deposited in the arches of the [Enter relevant State authority]

**[SIGNATURE, ACCEPTANCE, WITHDRAWAL, AMENDMENT PAGE  
FOLLOWS]**

[State Official], on behalf of [State Name]

**WITNESSES:**

\_\_\_\_\_  
[Title and Operating Capacity]  
*Signature*

\_\_\_\_\_  
[Witness #1, if necessary]

\_\_\_\_\_  
[Witness #2, if necessary]

State executed the Convention on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018.

