

**THE BLUE MINGOES AGREEMENT ON CLIMATE CHANGE**

**THE GREEN CHANGE 2017**

ALL PARTIES TO THIS AGREEMENT,

ACKNOWLEDGE WE AS A GLOBAL VILLAGE, who share the adverse effects of climate change to the earth and through a shared vision resolve to create a long-term cooperative action to preserve this beautiful and fragile planet for future generations,

CONCERNED, with the environmental impact inflicted by human activity largely through the emissions of greenhouse gases will ultimately result in decreased rainfall, increased wildfires, droughts, cyclones, and extreme temperature, that may drastically alter the planet's ability to sustain humankind and the natural ecosystems,

NOTING, historically and currently global emissions of greenhouse gases has largely emanated from developed countries, while per capita developing countries emissions are relatively low, now we implore developed countries to take on the responsibility to help fund long term cooperative action in the form of new opportunities to invest in clean renewable energy, infrastructure, agriculture, and land and seas ecosystems practices,

AWARE, of the dangers of current practices, the role, and importance of terrestrial and marine ecosystems of sinks and reservoirs of greenhouse gases,

AFFIRMING, the need to take urgent action to combat climate change and its impact,

MINDFUL, of the uncertainties regarding the predictions of climate change, specifically with regard to the magnitude and regional pattern thereof,

RECOGNIZING, that climate change represents an urgent and potentially irreversible threat to human societies and the planet, and thus requires to be urgently addressed by all nations

ACKNOWLEDGING, this reality of environmental impact can no longer be ignored when it is adversely affects all countries alike, the global nature of climate change can only change when we all take a stand, for large-scale cooperation by all countries and their participation in an effective and suitable international response, in accordance with their common but differentiated responsibilities and respective capabilities and their social and economic conditions,

ACHIEVING, the comprehensive understanding of how imperative it is for the planet to rethink and refocus our carbon footprint and refocus on goals of good health, clean energy, life on land, life below the waters

RECALLING, the pertinent provisions of the Declaration of the United Nations Conference on the Human Environment, adopted at Stockholm on 16 June, 1972 and largely replaced by the 1992 RIO Declarations and also The Paris Agreement and the UNFCCC.

RECOGNIZING, in accordance with the RIO 1992 Declaration, to be in accordance with sustainable development and the responsibility to ensure that activities within their jurisdiction or control do not cause damage to the environment of other States or of areas beyond the limits of national jurisdiction,

REAFFIRMING, the principle of sovereignty of States in international cooperation to address climate change,

NOTING, to resolve all disputes and maintain international relations, justice will be administered through the use of an unbiased tribunal, that has the authority to indicate provisional measures that should be considered by the offending party to preserve the mutual goals of The Green Change Treaty, this treaty seeks to ensure the goal agreed to stay on course as to benefit all stakeholders,

AGREEING, that a stable framework for investment will maximize effective utilization of economic resources and improve living standards;

STRENGTHEN, the development and enforcement of environmental laws and regulations,

RESOLVED, as per the Paris Agreement Article 2, to mark a new beginning in the process of reaching net zero emissions in the next few decades,

DRAWING INSPIRATIONS, from the cultural and environmental inheritance from developed and developing countries,

DETERMINED, to promote and protect green investments, taking into account sustainable development and within the context of reinforced and environmental protection,

DECIDES, in adopting funding provided to developing countries should promote the implementation and enforcement of regulations, practices and strategies and their climate change actions with respect to both mitigation and adaptation to contribute to the achievement of the purpose of the Agreement as defined in Article 2;

THESE DEMANDS, embody our commitments; and we pledge to integrate them into our country's practices and policies,

AGREE AS FOLLOWS,

1. Legal relevance of the preamble:

- a) The Green Change Agreement is a bridge between today's policies and climate-neutrality before the end of the century. Simply meaning that this agreement seeks to ensure all countries work together to accomplish a net zero carbon footprint emission by balancing GHGs that are output by developing and developed countries.
- b) To implement environmentally friendly investments, beneficial to all parties.

## **SCOPE & DEFINITIONS**

### **Article 1: Definitions**

1. For purposes of this Treaty:

- a) “**centre**” means the International Centre for Settlement of Investment Disputes (“ICSID”) established by the ICSID Convention.
- b) “**covered investment**” means, with respect to a Party, an investment in its territory of an investor of the other Party in existence as of the date of entry into force of this Treaty, as well as investments made or acquired thereafter.
- c) “**denial of benefits**” means a clause that restricts the benefit of an agreement only to investors who possess that nationality of a contracting party.
- d) “**disputing investor**” means an investor of a Party that makes a claim against another investor party.
- e) “**disputing party**” means either the claimant or the respondent to an investment dispute.
- f) “**enterprise**” means any profit or nonprofit entity constituted or organized under applicable law whether privately or governmentally owned or controlled. This includes

any trust, partnership, corporation, sole proprietorship, joint venture, association, or similar organization; and a branch of an enterprise.

- g) “**enterprise of a Party**” is a branch within an enterprise that was established under the law of a Party to carry out business activities.
- h) “**existing**” means the actual date a Treaty becomes valid and has an objective reality.
- i) “**government procurement**” is the systematic procedure by which a government acquires the use of either goods or services, or both, for governmental purposes only and not to commercially sell, resell or supply the acquired goods or services for commercial sale or resale.
- j) “**green products**” refer to products that are eco or earth-friendly or does not harm the environment in the production use or disposal and refer to products that conserve resources like energy and water or contribute to green living to preserve the environment.
- k) “**greenlist**” is a list that will recognize each of the parties as entities that are leading internationally and support the use of Energy Sustainability, Green Infrastructure and Renewable energy development in the extraction and manufacturing of green products.
- l) “**ICSID**” means the International Centre for Settlement of Investment Disputes.
- m) “**ICSID Convention**” means the Convention on the Settlement of Investment Disputes between States and Nationals of Other States, at Washington, March 18, 1965.
- n) “**investment**” means all asset that an investor controls or owns directly or indirectly, which has investment characteristics, including various characteristics that form commitment of capital, also with an expectation to profit or gain including risk presumptions. An investment may consist of:
  - i. an enterprise;

- ii. various forms of equity participation including stocks and shares in an entity;
  - iii. debt instrument loans and debt security of an entity;
  - iv. futures, options, and other derivatives;
  - v. various types of intellectual property rights;
  - vi. construction, management, production, concession, revenue-sharing, turnkey, and other similar contracts;
  - vii. regulations that consist of licenses, authorizations, permits, and similar rights conferred pursuant to domestic law;
  - viii. related property rights, such as mortgages, liens, and leases, along with other tangible or intangible, movable or immovable property.
- o) “**investment agreement**” is a written contract establishing or acquiring the terms of a covered investment between a national authority of a Party and the investor of the other Party, that grants rights to the covered investment or investor:
- i. with respect to natural resources that a national authority controls, such as for their exploration, extraction, refining, transportation, distribution, or sale;
  - ii. to supply services to the public on behalf of the Party, such as power generation or distribution, water treatment or distribution, or telecommunications; or
  - iii. to undertake infrastructure projects, such as the construction of roads, bridges, canals, dams, or pipelines, that are not for the exclusive or predominant use and benefit of the government.’
- p) “**investment authorization**” means that an authorization that the foreign investment authority of a Party grants to a covered investment or an investor of the other Party.
- q) “**investor of a non-Party**” is an independent investor, with no ties to either Party, that either attempts to make or has made an investment in the territory of that Party.
- r) “**investor of a Party**” is a national or an enterprise of a Party that attempts to make or has made an investment in the territory of that Party; provided, however, that the person is a citizen of the State.

- s) “**measure**” includes any law, regulation, procedure, requirement, or practice.
  
- t) “**national**” means:
  - i. for any given country, a natural person who is a national of such country as defined in said country’s nationality laws.
  
- u) “**non-disputing Party**” means the Party that is not a party to an investment dispute.
  
- v) “**person**” means a natural person or an enterprise.
  
- w) “**person of a Party**” means a national or an enterprise of a Party.
  
- x) “**protected information**” is private and disclosed business information that is safe guarded from being exposed under a Party’s law.
  
- y) “**respondent**” means the Party that a claim was made against in an investment dispute.
  
- z) “**Secretary-General**” means the Secretary-General of ICSID.
  
- aa) “**state enterprise**” means an enterprise owned, or controlled through ownership interests, by a Party.
  
- ab) “**territory**” means: with respect to the United States –
  - i. the customs territory of the United States, inclusive of the States, the District of Columbia, and Puerto Rico;

- ii. the foreign trade zones located in the United States and Puerto Rico.
- iii. with respect to [Country,]
- iv. with respect to each Party and in accordance with customary international law as reflected in the United Nations Convention on the Law of the Sea, the territorial sea and any area beyond the territorial sea of the Party to which the Party may exercise sovereign rights or jurisdiction.

## **Article 2: Scope and Coverage**

1. This Treaty applies to measures adopted or maintained by a Party relating to:
  - a) investors of the other Party; and
  - b) covered investments
  
2. A Party's obligations under Section A shall apply:
  - a) when a Party delegates a governmental authority or a state enterprise or other person when it exercises any regulatory, administrative; and
  - b) to the political subdivisions of that Party.
  
3. Neither Party is bound by this Treaty in relation to any act or fact that took place nor any situation that ceased to exist before the date of entry into force of this Treaty.

## **STANDARD OF TREATMENT**

### **Article 3: Standard of Treatment**

1. Neither Contracting State shall subject investments in its territory owned or controlled by investors of the other Contracting State to treatment less favorable than that which is accorded to the investments of its own investors or to investments of investors of any third State.

2. Neither Contracting State shall subject investors of the other Contracting State, to treatment less favorable than it accords to its own investors or to investors of any third State.

#### **Article 4: National Treatment**

1. There shall be no less favorable treatment concerning each party's investments in light of local or domestic laws or measures which include but are not limited to conduct, management, application of rules set out by local or domestic laws, regarding an investment in its territory.
2. A breach of the aforementioned provision will constitute unlawful discrimination based on nationality.
3. This clause will apply where similar situations exist, such as matters that hinder the protection of health, the protection of the environment, and the protection of public safety.
4. Each party will have a right to access the local or domestic market in accordance with the carrying out of the investment agreement.
5. This provision shall not be applicable to any local government or domestic law or measure.

#### **Article 5: Fair and Equitable Treatment/ Full Protection and Security**

1. Each Contracting Party shall, in accordance with the provisions of this Treaty, encourage and create stable, equitable, favorable and transparent conditions for Investors of other Contracting Parties to make Investments in its Area.
2. Each party at all times whether national or company shall receive Fair and Equitable treatment in accordance with international and customary law. Parties therefore agree not to take unjustified, unreasonable or discriminatory measures that would impair the legally acquired rights or interests of nationals of other countries in the enterprises, capital, skills, arts or technology they have supplied.
3. Each Party agrees to respect and protect the property of the other contracting party.
4. Contracting parties shall be accorded the most full and continuous protection and security. Subject to Article 11 (1) of this treaty.

#### **Article 6: Prohibition on unreasonable Arbitrary or Discriminatory Measures**

1. Each party or investment shall be protected against discrimination based on race, nationality, sex, gender, political affiliation, religion, disability or sexual orientation.

2. A violation of this provision does not require a violation of local or domestic laws concerning discrimination, as domestic law can already be tainted with discrimination concerning investments or lack a provision prohibiting discrimination concerning investments.
3. Discrimination shall be determined based on international law and customary international law standards

### **Article 7: Expropriation**

1. Neither Contracting Party shall expropriate whether indirectly or directly or nationalize investments in its area or investments of the Contracting Party or take any measure equivalent to expropriation or nationalization (hereafter referred to as “expropriation”) except:
  - a) For a public purpose
  - b) In a non-discriminatory manner
  - c) Upon payment of prompt, adequate and effective compensation and in accordance with due process of law or in rare circumstances, where those actions are so severe that they cannot be reasonably viewed as having been adopted and applied in good faith for achieving the objectives of the treaty.
2. The compensation referred to in paragraph 1 (c) shall:
  - a) Be paid without delay
  - b) Be equivalent to the fair market value of the expropriated investment immediately before the expropriation took place.
  - c) Not reflect any change in value.
  - d) Be fully realizable and freely transferrable.
3. If the fair market value is denominated in a freely usable currency, the compensation referred to in paragraph 1(c) shall be no less than the fair market value on the date of expropriation, plus interest at a commercially reasonable rate for that currency, accrued from the date of expropriation until the date of payment.

4. If the fair market value is denominated in a currency that is not freely usable, the compensation referred to in paragraph 1(c) – converted into the currency of payment at the market rate of exchange prevailing on the date of payment – shall be no less than:
  - a) the fair market value on the date of expropriation, converted into a freely usable currency at the market rate of exchange prevailing on that date, plus
  - b) interest, at a commercially reasonable rate for that freely usable currency, accrued from the date of expropriation until the date of payment.

#### **Article 8: Tariffs, Taxation and Intellectual Property Rights**

1. Each Government shall be free to import goods to or from it that are necessary for fulfilling the purpose of this treaty. The procedure for giving effect to this arrangement shall be worked out by the two Governments acting in consultation.
2. Each Government undertakes to give to the nationals of the other, in its territory, national treatment with regard to participation in industrial and economic development of such territory and to the grant of concessions and contracts relating to such development and green investments.
3. Each government undertakes to make reasonable provisions for the duty-free exemptions of raw materials and all other goods crucial to the capital development and sustainability of the green investment.
4. Each Government covenants to facilitate legitimate trade and enforce concessionary agreements through its customs and in-land revenue agencies so as to ensure the timely and effective release of goods and services.
5. Each government shall make provisions through local legislation for tax exemptions, and in cases where taxes have been paid, tax returns, to incentivize green-house investments. There shall be made a list of items and services that are exempted, which will be agreed upon by the investor and state on a case by case basis.
6. Each Government agrees to grant, on reciprocal basis, to the nationals of one country in the territories of the other the same privileges in the matter of residence, ownership of property, participation in trade and commerce, movement and other privileges of a similar nature.

7. Each Government undertakes to create and enforce through local legislation intellectual property laws in accordance to best practices, international law standards, and the common law. Provisions shall be made to protect information, trademark, original work and ideas, and any other property which intellectually belongs to the investor, provided that the same has been duly registered by the Registrar and has satisfied all other local requirements.
8. Each Government covenants to enforce any breach of intellectual property described above through local courts, and whenever an investor has been aggrieved, remedies are to be affected in a timely matter so not to cause undue restraint on development.

### **Article 9: Protection of Strife**

1. Notwithstanding Non-Conforming Measures each Party shall accord to investors of the other Party, 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.
2. Notwithstanding the above paragraph, if an investor of a Party, in the situations referred to in the previous paragraph, suffers a loss in the territory of the other Party resulting from:
  - a) requisitioning of its covered investment or part thereof by the latter's forces or authorities; or
  - b) destruction of its covered investment or part thereof by the latter's forces or authorities, which was not required by the necessity of the situation, the latter Party shall provide the investor restitution, compensation, or both, as appropriate, for such loss.
3. Any compensation shall be prompt, adequate, and effective in accordance with Expropriation and Compensation mutatis mutandis.

### **Article 10: Transfer of Funds**

1. Each Party shall permit all transfers relating to a covered investment to be made freely and without delay into and out of its territory.
2. Such transfers include:
  - a) contributions to capital;
  - b) profits, dividends, capital gains, and proceeds from the sale of all or any part of the covered investment or from the partial or complete liquidation of the covered investment;
  - c) interest, royalty payments, management fees, and technical assistance and other fees;
  - d) payments made under a contract, including a loan agreement;
  - e) and payments arising out of a dispute.

3. Each Party shall permit transfers relating to a covered investment to be made in a freely usable currency at the market rate of exchange prevailing at the time of transfer.
4. Each Party shall permit returns in kind relating to a covered investment to be made as authorized or specified in a written agreement between the Party and a covered investment or an investor of the other Party.
5. Notwithstanding paragraphs 1 through 3, a Party may prevent a transfer through the equitable, non-discriminatory, and good faith application of its laws relating to:
  - a) bankruptcy, insolvency, or the protection of the rights of creditors;
  - b) issuing, trading, or dealing in securities, futures, options, or derivatives;
  - c) criminal or penal offenses;
  - d) financial reporting or record keeping of transfers when necessary to assist law enforcement or financial regulatory authorities; or
  - e) ensuring compliance with orders or judgments in judicial or administrative proceedings.

#### **Article 11: Prohibition of Performance Requirements**

1. Neither Party may, in connection with the establishment, acquisition, expansion, management, conduct, operation, or sale or other disposition of an investment of an investor of a Party or of a non-Party in its territory, impose or enforce any requirement or enforce any commitment or undertaking:
  - a) to export a given level or percentage of goods or services;
  - b) to achieve a given level or percentage of domestic content;
  - c) to purchase, use, or accord a preference to goods produced in its territory, or to purchase goods from persons in its territory;
  - d) to relate in any way the volume or value of imports to the volume or value of exports or to the amount of foreign exchange inflows associated with such investment;
  - e) to restrict sales of goods or services in its territory that such investment produces or supplies by relating such sales in any way to the volume or value of its exports or foreign exchange earnings;
  - f) to transfer a particular technology, a production process, or other proprietary knowledge to a person in its territory;
  - g) to supply exclusively from the territory of the Party the goods that such investment produces or the services that it supplies to a specific regional market or to the world market; or
  - h) to purchase, use, or accord a preference to, in its territory, technology of the Party or of persons of the Party;  
or
  - i) that prevents the purchase or use of, or the according of a preference to, in its territory, particular technology, so as to afford protection on the basis of nationality to its own investors or investments or to technology of the Party or of persons of the Party.

2. Neither Party may condition the receipt or continued receipt of an advantage, in connection with the establishment, acquisition, expansion, management, conduct, operation, or sale or other disposition of an investment in its territory of an investor of a Party or of a non-Party, on compliance with any requirement:
  - a) to achieve a given level or percentage of domestic content;
  - b) to purchase, use, or accord a preference to goods produced in its territory, or to purchase goods from persons in its territory;
  - c) to relate in any way the volume or value of imports to the volume or value of exports or to the amount of foreign exchange inflows associated with such investment; or
  - d) to restrict sales of goods or services in its territory that such investment produces or supplies by relating such sales in any way to the volume or value of its exports or foreign exchange earnings.
  
3. Nothing in paragraph 1 shall be construed to prevent a Party from conditioning the receipt or continued receipt of an advantage, in connection with an investment in its territory of an investor of a Party or of a non-Party, on compliance with a requirement to locate production, supply a service, train or employ workers, construct or expand particular facilities, or carry out research and development, in its territory.
  - a) Paragraphs 1(f) and (h) do not apply: when the requirement is imposed, or the commitment or undertaking is enforced by a court, administrative tribunal, or competition authority to remedy a practice determined after judicial or administrative process to be anticompetitive under the Party's competition laws.
  - b) Provided that such measures are not applied in an arbitrary or unjustifiable manner, and provided that such measures do not constitute a disguised restriction on international trade or investment, paragraphs 1(b), (c), (f), and (h), and 2(a) and (b), shall not be construed to prevent a Party from adopting or maintaining measures, including environmental measures:
    - i. necessary to secure compliance with laws and regulations that are not inconsistent with this Treaty;
    - ii. necessary to protect human, animal, or plant life or health; or
    - iii. related to the conservation of living or non-living exhaustible natural resources
  - c) Paragraphs 1(a), (b), and (c), and 2(a) and (b), do not apply to qualification requirements for goods or services with respect to export promotion and foreign aid programs.
  - d) Paragraphs 1(b), (c), (f), (g), and (h), and 2(a) and (b), do not apply to government procurement.

## **Article 12: Umbrella Clause**

Each Contracting Party shall observe and honor any obligation it may have entered into with regard to investment of investors of the other Contracting Party.

### **Article 13: Entry and Sojourn of Personnel**

1. Local or Domestic Governments will permit the use of their own professionals concerning the function of the investment treaty and for the purpose of engaging in activities that is connected with the foreign investment, along with the use of local technologies.
2. Local Governments shall also permit the temporary entry and sojourn of foreign professionals and foreign technologies concerning the function of the investment treaty and the engagement of activities that are connected with the foreign investment.
  - a) This provision shall be limited to necessity and must only occur after there is a lack personnel established locally.

### **Article 14: Senior Management**

1. Concerning the management of the investment, either party may require that the person appointed to this position may be of any particular nationality in the aim of assuring neutrality of persons.
2. All contracting parties agree to meet the required standards for investment stipulated or necessary.

### **GREEN CLAUSES**

### **Article 15: Transparency**

1. Each Party agrees to consult periodically on ways to improve the transparency practices set out in this Article, publication of laws and decisions relating to investment.
2. In line with the principles of this Agreement, each Party shall ensure that all measures that affect investment are administered in a reasonable, objective and impartial manner, in accordance with its legal system.
3. Each Party shall, wherever possible, ensure that its laws, regulations and administrative rulings of general application with respect to matters covered by this Agreement, are published in the shortest possible time and be accessible, if possible, by electronic means, so as to enable interested people and the other Party to become acquainted and provide interested persons and the other Party a reasonable opportunity to comment on such proposed measures.

- a) The Parties shall give due publicity of this Agreement to their respective and private financial agents, responsible for technical evaluation of risks and the approval of loans, credits, guarantees and related insurances for investment in the territory of the other Party.
- b) Each Party:
  - i. shall publish the proposed regulations in a single official journal of national circulation and shall encourage their distribution through additional outlets;
  - ii. should in most cases publish the proposed regulations not less than 60 days before the date public comments are due;
  - iii. shall include in the publication an explanation of the purpose of and rationale for the proposed regulations; and
  - iv. shall, at the time it adopts final regulations, address significant, substantive comments received during the comment period and explain substantive revisions that it made to the proposed regulations in its official journal or in a prominent location on a government Internet site.
4. The Parties agree that in the event of resort to arbitration, the arbitral proceedings shall be transparent. For greater clarity, the notice of arbitration, the pleadings memorials, brief submitted to the tribunal, written submissions, minutes of transcripts of hearings, orders, awards and decisions of the tribunal shall be available to the public. The tribunal shall conduct hearings open to the public provided that any protected information that is submitted to the tribunal shall be protected in accordance with the applicable law.
5. On request of the other Party, a Party shall promptly provide information and respond to questions pertaining to any actual or proposed measure that the requesting Party considers might materially affect the operation of this Treaty or otherwise substantially affect its interests under this Treaty. Any request or information under this paragraph shall be provided to the other Party through the relevant contact points.
6. Any information provided under this paragraph shall be without prejudice as to whether the measure is consistent with this Treaty.
7. Each Party shall ensure that in its administrative proceedings applying such measures to particular covered investments or investors of the other Party in specific cases:

- a) wherever possible, covered investments or investors of the other Party that are directly affected by a proceeding are provided reasonable notice, in accordance with domestic procedures, when a proceeding is initiated, including a description of the nature of the proceeding, a statement of the legal authority under which the proceeding is initiated, and a general description of any issues in controversy;
  - b) such persons are afforded a reasonable opportunity to present facts and arguments in support of their positions prior to any final administrative action, when time, the nature of the proceeding, and the public interest permit; and
  - c) its procedures are in accordance with domestic law.
8. Each Party shall establish or maintain judicial, quasi-judicial, or administrative tribunals or procedures for the purpose of the prompt review and, where warranted, correction of final administrative actions regarding matters covered by this Treaty. Such tribunals shall be impartial and independent of the office or authority entrusted with administrative enforcement and shall not have any substantial interest in the outcome of the matter.
9. Each Party shall ensure that, in any such tribunals or procedures, the parties to the proceedings are provided with the right to:
- a) a reasonable opportunity to support or defend their respective positions; and
  - b) a decision based on the evidence and submissions of record or, where required by domestic law, the record compiled by the administrative authority.
10. Each Party shall ensure, subject to appeal or further review as provided in its domestic law, that such decisions shall be implemented by, and shall govern the practice of, the offices or authorities with respect to the administrative action at issue.

#### **Article 16: Labor Standards**

1. Recognizing the right of each Contracting Party to establish its own domestic labor standards, and to adopt or modify accordingly its labor legislation, each Contracting Party shall strive to ensure that its legislation provides for labor standards consistent with the international labor standards and shall strive to improve those standards in that light.

2. The Contracting Parties recognize that it is inappropriate to encourage investment by relaxing domestic labor legislation. Accordingly, each Contracting Party shall strive to ensure that it does not waive or otherwise derogate from, or offer to waive or otherwise derogate from, such legislation as an encouragement for the establishment, maintenance or expansion in its territory of an investment.
  
3. For purposes of this Article, "labor legislation" means each Party's statutes or regulations, or provisions thereof, that are directly related to the following internationally recognized labor rights:
  - a) the right of association;
  - b) the right to organize and bargain collectively;
  - c) a prohibition on the use of any form of forced or compulsory labor;
  - d) labor protections for children and young people, including a minimum age for the employment of children and the prohibition and elimination of the worst forms of child labor; and
  - e) acceptable conditions of work with respect to minimum wages, hours of work, and occupational safety and health.

**Article 17: Health and Environment:**

1. The Parties recognize that their respective environmental laws and policies, and multilateral environmental agreements to which they are both party, play an important role in protecting the environment.
  
2. The Parties recognize that it is inappropriate to encourage investment by weakening or reducing the protections afforded in domestic environmental laws. Accordingly, each Party shall ensure that it does not waive or otherwise derogate from or offer to waive or otherwise derogate from its environmental laws in a manner that weakens or reduces the protections afforded in those laws or fail to effectively enforce those laws through a sustained or recurring course of action or inaction, as an encouragement for the establishment, acquisition, expansion, or retention of an investment in its territory.
  
3. The Parties recognize that each Party retains the right to exercise discretion with respect to regulatory, compliance, investigatory, and prosecutorial matters, and to make decisions regarding the allocation of resources to enforcement with respect to other environmental matters determined to have higher priorities. Accordingly, the Parties understand that a Party is in compliance with paragraph 2 where a course of action or inaction reflects a

reasonable exercise of such discretion, or results from a bona fide decision regarding the allocation of resources.

4. For purposes of this Article, “environmental law” means each Party’s statutes or regulations, or provisions thereof, the primary purpose of which is the protection of the environment, or the prevention of a danger to human, animal, or plant life or health, through the:
  - a) prevention, abatement, or control of the release, discharge, or emission of pollutants or environmental contaminants;
  - b) control of environmentally hazardous or toxic chemicals, substances, materials, and wastes, and the dissemination of information related thereto; or
  - c) protection or conservation of wild flora or fauna, including endangered species, their habitat, and specially protected natural areas, in the Party’s territory, but does not include any statute or regulation, or provision thereof, directly related to worker safety or health.
5. Nothing in this Treaty shall be construed to prevent a Party from adopting, maintaining, or enforcing any measure otherwise consistent with this Treaty that it considers appropriate to ensure that investment activity in its territory is undertaken in a manner sensitive to environmental concerns.
6. A Party may make a written request for consultations with the other Party regarding any matter arising under this Article. The other Party shall respond to a request for consultations within thirty days of receipt of such request. Thereafter, the Parties shall consult and endeavor to reach a mutually satisfactory resolution.
7. The Parties confirm that each Party may, as appropriate, provide opportunities for public participation regarding any matter arising under this Article.

#### **Article 18: Right to Regulate**

The Parties recognize the right of each Party to set its environmental priorities, to establish its levels of environmental protection, and to adopt or modify its laws and policies accordingly and in a manner consistent with the multilateral environmental agreements, including the Paris Agreement and the Sustainable Development Goals to which it is party and with this Agreement. Each Party shall seek to ensure that those laws and policies provide for and encourage high levels of environmental protection, and shall

strive to continue to improve such laws and policies and their underlying levels of protection

**Article 19: Corporate Social Responsibility:**

1. The Parties recognize that enhanced cooperation is an important element to advance the objectives of this Agreement, and commit to cooperate on environmental issues of common interest, in areas such as:
  - a) the potential impact of this Agreement on the environment and ways to enhance, prevent, or mitigate such impact, taking into account any impact assessment carried out by the Parties;
  - b) activity in international fora dealing with issues relevant for environmental policies
  - c) the environmental dimension of corporate social responsibility and accountability, including the implementation and follow-up of internationally recognized guidelines;
  - d) aspects of the current and future international climate change regime, as well as domestic climate policies and programmes relating to mitigation and adaptation, including issues relating to carbon markets, ways to address adverse effects of climate change, as well as means to promote energy efficiency and the development and deployment of low-carbon and other climate-friendly technologies;
  - e) trade and investment in environmental goods and services, including environmental and green technologies and practices; renewable energy; energy efficiency; and water use, conservation and treatment;
  - f) cooperation on trade-related aspects of the conservation and sustainable use of biological diversity;
  - g) promotion of life-cycle management of goods, including carbon accounting and end-of-life management, extended producer-responsibility, recycling and reduction of waste, and other best practices;
  - h) improved understanding of the effects of economic activity and market forces on the environment; and
  - i) exchange of views on the relationship between environmental agreements and international trade rules.
2. Cooperation further to paragraph 1 shall take place through actions and instruments that may include technical exchanges, exchanges of information and best practices, research projects, studies, reports, conferences and workshops.

3. The Parties will consider views or input from the public and interested stakeholders for the definition and implementation of their cooperation activities, and they may involve such stakeholders further in those activities, as appropriate.
4. Each Party should encourage enterprises operating within its territory or subject to its jurisdiction to voluntarily incorporate internationally recognized standards of corporate social responsibility in their practices and their internal policies, including statements of principle that are endorsed or supported by the Parties. These principles address issues such as labor, environment, human rights, community relations, and anti-corruption.

#### **Article 20: Corruption**

1. Each Contracting Party shall ensure that measures and efforts are undertaken to prevent and combat corruption regarding matters covered by this Agreement in accordance with its laws and regulations
2. Investors and their Investments shall not, prior to the establishment of an investment or afterwards, offer, promise or give any undue pecuniary or other advantage, whether directly or through intermediaries, to a public official of the Host State, or a member of an official's family or business associate or other person in close proximity to an official, for that official or for a third party, in order that the official or third party act or refrain from acting in relation to the performance of official duties, in order to achieve any favor in relation to a proposed investment or any licenses, permits, contracts or other rights in relations to an investment.
3. Investors and their Investments shall not be complicit in any act described in Paragraph 1 above, including incitement, aiding and abetting, and conspiracy to commit of authorization of such acts.
4. A breach of this article by an investor or an investment is deemed to constitute a breach of the domestic law of the Host State Party concerning the establishment and operation of an investment.
5. The States Parties to this Agreement, consistent with their applicable law, shall prosecute and where convicted penalize persons that have breached the applicable law implementing this obligation.

#### **Article 21: Not Lowering of Standards**

1. Each party shall accord to covered investments treatment in accordance with customary international law, including fair and equitable treatment and full protection and security.
2. For greater certainty, paragraph 1 prescribes the customary international law minimum standard of treatment of aliens as the minimum standard of treatment to be afforded to covered investments. The concepts of “fair and equitable treatment” and “full protection and security” do not require treatment in addition to or beyond that which is required by that standard, and do not create additional substantive rights. The obligation in paragraph 1 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 system of the world; and
  - b) “Full protection and security” requires each party to provide the level of police protection required under customary international law.
3. A determination that there has been a breach of another provision of this Treaty, or of a separate international agreement, does not establish that there has been a breach of this Article.

#### **Article 22: Subrogation Clause**

If a Party, or an agency of a Party, makes a payment under an indemnity, guarantee or contract of insurance that it has entered into in respect of an investment made by one of its investors in the territory of the other Party, the other Party shall recognize that the Party or its agency shall be entitled in all circumstances to the same rights as those of the investor in respect of the investment. These rights may be exercised by the Party or an agency of the Party, or by the investor if the Party or an agency of the Party thereof so authorizes.

#### **Article 23: Non-derogation Clause**

The Treaty shall not derogate from any of the following that entitle an investor of a Party or a covered investment to treatment more favorable than that accorded by this Treaty:

- a) Law or regulations, administrative practices or procedures, or administrative or adjudicatory decisions of a Party;
- b) International legal obligations of a Party; or
- c) Obligations assumed by a Party, including those contained in an investment authorization or an investment agreement.

## **Article 24: Investment Promotion**

1. Each Contracting Party shall encourage the creation of favorable conditions for investors of the other Contracting Party to make investments in its territory.
2. Subject to its laws and regulations, each Contracting Party shall admit investments of investors of the Contracting Party.
3. The agreement shall not preclude either Contracting Party from prescribing laws and regulations in connection with the establishment of a new business enterprise or the acquisition or sale of a business enterprise in its territory, provided that such laws and regulations are applied equally to all foreign investors. Decisions taken in conformity with such laws and regulations shall not be subject to the provisions of article X (Settlement of Disputes between the Contracting Parties) of the Agreement.
4. The Contracting Parties recognize that it is inappropriate to encourage investment by relaxing domestic health, safety or environmental measures. Accordingly, a Contracting Party should not waive or otherwise derogate from, or offer to waive or otherwise derogate from, such measures as an encouragement for the establishment, acquisition, expansion or retention in its territory of an investment of an investor. If a Contracting Party considered that the other Contracting Party has offered such encouragement, it may request consultation with the other Contracting Party and the two Contracting Parties shall consult with a view to avoiding any such encouragement.
5. Contracting Parties also recognize the investor's right to repatriate profits and property. Excessive transfer in and out of the host state is to be monitored and controlled by the relevant Security body to avoid breaches of domestic policies.

## **Article 25: Profit**

The present treaty is an investment regulation between investors, whether companies or individuals and states or countries. The allocated percentage of the profit to be gained from green products invested are 60 (sixty) percent to the investor and 40 (forty) percent to the country.

## **Article 26: Greenlist**

d.1. The present clause provides international recognition for both the country or state and investor or company who commits to renewable energy investment. All parties as entities are highlighted as being leaders internationally in the area of Energy Sustainability, Land Use, Green Infrastructure and Renewable energy development.

d.2. Contracting investors, a part of the greenlist are accessible to tax reductions within the relevant State in which they are investing.

## **EXCEPTIONS**

### **Article 27: Exceptions**

Given that the purpose of this model BIT treaty is to close the large policy gap between States that exists because there are no clear international guidelines that protect the investments business people make towards developing as well-developed countries in regard to climate change no provision suggested throughout this document should contradict that purpose. Therefore, no investment whether large or small should be discriminated against.

### **Article 28: General Exceptions**

The provisions of this Agreement relative to the grant of treatment no less favourable than that awarded to the nationals or companies of either Contracting Party or of any Third State shall not be construed so as to oblige one Contracting Party to extend to the nationals or companies of the other the benefit of any treatment, preference or privilege resulting from:

- a) any existing or future customs union or free trade area, common market or any other form of regional economic organization to which either of the Contracting Parties is or may become a party, or
- b) international agreement or arrangement relating wholly or mainly to taxation or any domestic legislation relating wholly or mainly to taxation.

### **Article 29: Public Policy Exceptions**

1. Regarding public policy exceptions, the measures being implemented shall not be performed in an unjustifiable way or as a “disguised restriction on international law”, meaning that nothing in this treaty shall prevent contracting parties from “adopting or maintaining” measures that:
  - a) shall promote public order thus ensuring compliance with laws and regulations that are consistent with this particular Treaty;
  - b) shall ensure the protection of animal, plant life and health; and
  - c) shall conserve natural resources that are living such as fossil fuels, animals and materials obtained from them as well as non-living for example water, wind, sun and minerals

2. Therefore, by adhering to exceptions in this category precious natural resources like those mentioned above will be put to use effectively by way of windmills and solar panels to assist in creating clean green energy as opposed to relying on fossil fuel to demonstrate car oil that produces noxious fumes that pollute the air.
3. Moreover, the clean energy and to an extent air that is produced by windmills will potentially allow many people to live longer, more fulfilling lives.
4. For greater certainty, nothing in this Agreement shall be construed to prevent a Party from adopting or maintaining measures necessary to secure compliance with its laws or regulations that are not inconsistent with this Agreement, including those relating to the prevention of deceptive and fraudulent practices or to deal with the effects of a default on financial services contracts, subject to the requirement that such measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination between the Parties or between a Party and a non-Party where like conditions prevail, or a disguised restriction on investment in financial institutions as covered by this Agreement.

#### **Article 30: Financial Exceptions**

1. Where financial exceptions are concerned this Agreement shall not prevent a Party from adopting or maintaining reasonable measures for prudential reasons such as:
  - a) people who are investors, depositors, financial market participants, policy holders, policy claimants or persons to whom a fiduciary duty is owed by a financial institution shall be protected;
  - b) the safety, soundness, integrity or financial integrity of financial institutions shall be maintained; and
  - c) the integrity and stability of a Party's financial institution shall be ensured
2. Where such measures do not conform with the provisions of this Agreement, they shall not be used as a means of avoiding the Party's obligations under such provisions.
3. A Contracting Party may prevent or limit transfers by a financial institution to, or for the benefit of, an affiliate of or a person related to that institution, through the equitable, non-discriminatory and good faith application of a measure relating to maintenance of the safety, soundness, integrity or financial responsibility of financial institutions.

#### **Article 31: Essential Security**

- 1.1. Nothing in this Treaty shall be construed:
  - 2.a) to require a Party to furnish or allow access to any information if the disclosure of which it determines to be contrary to its essential security interests; or
  - 2.b) to preclude a Party from applying measures that it considers necessary for the fulfillment of its obligations with respect to the maintenance or restoration of international peace or security, or the protection of its own essential security interests.
2. This Agreement does not require a Party to furnish or allow access to information which if disclosed would impede law enforcement or would be contrary to:
  - a) any of its laws;
  - b) personal data protection;
  - c) the confidentiality of the financial affairs and accounts of individual customers of financial institutions;
  - d) the confidentiality of information concerning particular investors or investments, the disclosure of which would prejudice legitimate commercial interests of particular investors; or
  - e) the public interest.
3. For greater certainty, in the course of a dispute settlement procedure under this Agreement:
  - a) a Party is not required to furnish or allow access to information protected under its competition law;
  - b) a competition authority of a Party is not required to furnish or allow access to information that is privileged or otherwise protected from disclosure.

## **DISPUTE SETTLEMENTS**

### **Article 32: Negotiations**

1. The States will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between a Representative of each of the State(s) with authority to settle the relevant dispute.
2. If the dispute cannot be settled amicably within fourteen (14) days from the date on which either State has served written notice on the other of the dispute then the remaining provisions of this Article 30 shall apply.

### **Article 33: Arbitration**

This provision of the treaty will be administered by an arbitral institution in the event of a dispute between State A and State B concerning the interpretation of any provision of this agreement or the performance of any of the terms of this Agreement. Such matters in dispute shall be finally settled: -

- a) under the Rules of Conciliation and Arbitration of the International Chamber of Commerce;
- b) by three arbitrators, one appointed by each State, and the third, who shall be the chairman, selected by the two appointed arbitrators;
- c) the language of the arbitration shall be English;
- d) the place of the arbitration will be held where both parties see fit".

### **Article 34: Joinder**

1. If any dispute to be referred to arbitration under this agreement (other than a matter to be resolved pursuant to Article 32) raises issues which are, in the opinion of the **States**, substantially the same as or connected with issues raised in a dispute (a "related dispute") between any of the following entities (and their successors in title and assigns): - the Contractor; - and Subcontractor; - any of the counterparties to the Agreement; which has already been referred to arbitration in accordance with arbitration provisions substantially the same (mutatis mutandis) to this clause then:

- a) the dispute under this contract shall be referred to the arbitrators appointed to determine the related dispute; and
- b) the arbitrators shall have power to make such discretions and awards in the same way as if the rules of [the Supreme Court of The Bahamas] as to joining one or more defendants or third parties or consolidating actions were applicable to the Parties and to the arbitrators or, if the dispute under this Agreement has already been referred to arbitration under this clause, then any related dispute may be joined or consolidated with the dispute under this Agreement. Referral to the Expert (may be appropriate for technical/ financial matters)

2. The following provisions shall apply between the parties with respect to any matter, difference or dispute which this Agreement provides is to be referred to an Expert:

1.a) where any matter is referred to an Expert in accordance with this Article 34, the Expert shall be appointed by the Parties, or in default of agreement upon such appointment within seven (7) days of a Party notifying the other Party of its decision to refer the matter to an Expert

- i. in relation to disputes of a primarily technical nature; or

- ii. The President of the Institute of Chartered Accountants in The Bahamas in respect of all other matters.

### **Article 35: Appointment of an Expert**

1. Failing agreement between the parties as to the nature of the dispute, the Expert shall be appointed by the [President for the time being of the Institute of Chartered Accountants in The Bahamas].
2. The Expert will resolve or settle such matter or dispute in such matter as he shall in his absolute discretion see fit. The Expert shall be requested to reach his/her decision within thirty (30) days of the matter being referred to them. Any decision of the Expert shall be final and binding on the States.
3. The cost of the Expert in settling or determining such matter or dispute shall be borne equally by the States unless the Expert otherwise determines.

### **Article 36: Performance**

2.1. Performance of this Treaty will continue during the Dispute Performance of this Agreement. That is specifically during arbitration proceedings or any other dispute resolution mechanism pursuant to Article 31. No payment due or payable by any of the States shall be withheld on account of a pending reference to arbitration or other dispute resolution mechanism except to the extent that such payment is the subject of such dispute.

2.2. When an arbitration award is granted the parties to the dispute are separately liable for their fees and must pay within thirty days (30) to the Secretary of the arbitral institution.

### **Article 37: Investor-State Dispute Settlement**

1. If a dispute concerning investment arises between two or more contracting Parties, it shall be settled amicably.
2. In the event of an investment dispute between two or more contracting Parties, they shall seek to resolve the dispute by a process of consultations and negotiations.
  - a) If the dispute is not disposed of as result of consultations and negotiations within 1 month from the date of inception, either Party to the dispute may bring the dispute before a conciliation or mediation Commission;

- b) The conciliator or mediator shall be agreed by the parties and must hold a certification approved by the Commissions;
  - c) In the event conciliation or mediation is not resolved within 1 month, the parties shall make application to the Arbitral tribunal;
  - d) The tribunal referred to in (c) may consist of a sole arbitrator or two or more arbitrators;
  - e) The Investors seeking to apply before the Arbitral tribunal must be contracting Parties to the ICSID Convention;
  - f) The arbitrations shall be conducted according to the rules and regulations contained in Article 44 of the ICSID Arbitration Rules (2003);
  - g) Disputes before the Arbitral tribunal is to be resolved within 1 month from the date of application. In the event the dispute is not resolved, then Article 37 will apply.
3. The contracting Parties agree that the requirements under this Article regarding amicable dispute resolution are mandatory; and non-compliance bars the disputing investor from taking subsequent steps to pursue legal action.
  4. If disputes cannot be settled according to the provisions contained in Article 36 within 3 months from the date on which either party seeks to resolve the investment dispute, the investors may choose to resolve the same through litigation.
  5. An investor may submit to arbitration a claim that the other party has breached an obligation to this Treaty, and that the investor has incurred loss or damage by reason of, or arising out of, that breach.
  6. An investor may not make a claim if more than three years have elapsed from the date on which the investor claims knowledge of the breach.
  7. At least 3 months before submitting any claim to arbitration, the claimant shall give the respondent a written notice of its intention to submit the claim to arbitration (Notice of Arbitration).

8. Such notice shall contain the name and address of the disputing investor; the alleged breach claimed; the legal and factual basis of each claim; the relief sought; and the amount of damages claimed.
9. Each Contracting Party hereby gives its unconditional consent to the submission of a dispute to international arbitration or conciliation in accordance with the provisions of this Treaty.
10. The Investor shall further provide its consent in writing for the dispute to be submitted to arbitration. No claim may be submitted for arbitration unless the claimant consents in writing and the notice of arbitration is accompanied.
11. The investor may submit to arbitration a claim that:
  - a) The Respondent has breached an obligation of this Treaty; and
  - b) The investor has suffered actual and non-speculative damages as a direct and foreseeable result of such breach by the Respondent.
12. Unless the disputing parties otherwise agree, the tribunal shall comprise three arbitrators, one arbitrator appointed by each of the disputing parties and the third appointed by agreement of the disputing parties.
13. The arbitral tribunal shall reach its decision by a majority of votes. Such decision shall be binding on both parties to the arbitration. Any award shall state the legal basis and the reasons for its decisions.
14. Where a tribunal of arbitrators makes an award against a respondent, it shall use as its award monetary damages and applicable interest; and restitution of property. It may also award costs and attorney fees.
15. An award made by a tribunal shall have no binding effect except between the disputing parties and in respect of the particular case and the tribunal must clearly state those limitations in the text of the award.
16. The enforcement of an award shall be in accordance with the Law of the Party where the award is sought to be enforced.

## **INSTITUTIONAL ISSUES**

### **Article 38: Institutional Background**

1. Each Party shall establish or maintain an appropriate institutional framework and mechanisms necessary for the proper functioning of the public procurement system and the implementation of the principles in this Chapter.
2. The Trade and Sustainable Development Sub Committee shall appoint in particular:
  - a) an executive body at central government level tasked with guaranteeing a coherent policy and its implementation in all areas related to public procurement. That body shall facilitate and coordinate the implementation of this Chapter and guide the process of gradual approximation;
  - b) an impartial and independent body tasked with the review of decisions taken by contracting authorities or entities during the award of contracts. In this context, ‘independent’ means that that body shall be a public authority which is separate from all contracting entities and economic operators. There shall be a possibility to subject the decisions taken by this body to judicial review.
3. Each Party shall ensure that decisions taken by the authorities responsible for the review of complaints by economic operators concerning infringements of domestic law shall be effectively enforced.

#### **Article 39: Institutional Set-up and Overseeing Mechanisms**

1. Each Party shall designate a contact point within its administration that shall serve as the contact point with the other Party for purposes of implementing this Chapter.
2. The Trade and Sustainable Development Sub-Committee is hereby established. It shall report on its activities to the Association Committee in Trade configuration. It shall comprise senior officials from within the administrations of each Party.
3. The Trade and Sustainable Development Sub-Committee shall meet within the first year after the date this Agreement enters into force, and thereafter as necessary, to oversee the implementation of this Chapter. That Sub-Committee shall establish its own rules of procedure.
4. Each Party shall convene new or consult existing domestic advisory group(s) on sustainable development with the task of advising on issues relating to this Chapter. Such group(s) may submit views or recommendations on the implementation of this Chapter, including on its (their) own initiative.

5. The domestic advisory group(s) shall comprise independent representative organizations of civil society in a balanced representation of economic, social, and environmental stakeholders, including, among others, employers and workers organizations, non-governmental organizations, business groups, as well as other relevant stakeholders.

#### **Article 40: Institutional framework**

Political and policy dialogue between the Parties, including on issues related to sectoral cooperation, may take place at any level. Periodic high-level policy dialogue shall take place within the Association Council established in Article 39 and within the framework of regular meetings between representatives of both Parties at ministerial level by mutual agreement.

#### **Article 41: Association Council**

1. An Association Council is hereby established. It shall supervise and monitor the application and implementation of this Agreement and periodically review the functioning of this Agreement in the light of its objectives.
2. The Association Council shall meet at ministerial level and at regular intervals, at least once a year, and when circumstances require. The Association Council may meet in any configuration, by mutual agreement.
3. In addition to supervising and monitoring the application and implementation of this Agreement, the Association Council shall examine any serious issues arising within the framework of this Agreement, and any other bilateral or international issues of mutual interest.
4. The Association Council shall establish its own rules of procedure.
5. The Association Council shall be chaired in turn by a representative of the Trade and Sustainable Development Sub Committee
6. Where appropriate, and by mutual agreement, representatives of other bodies of the Parties may take part as observers in the work of the Association Council.
7. For the purpose of attaining the objectives of this Agreement, the Association Council shall have the power to take decisions within the scope of this Agreement. The decisions shall be binding upon the Parties, which shall take appropriate measures, including if necessary action by bodies established under this Agreement, in line with provisions of this Agreement to implement the decisions taken. The Association Council may also make recommendations. It shall adopt its decisions and recommendations by agreement

between the Parties following the completion of the respective internal procedures of the Parties, as appropriate.

8. In line with the objective of the gradual approximation, the Association Council will be a forum for exchange of information on selected sustainable development (climate change) legislative acts both under preparation and in force, and on implementation, enforcement and compliance measures.
9. In accordance with paragraph 1 of this Article, the Association Council shall have the power to update or amend the Annexes to this Agreement, without prejudice to any specific provisions of this Agreement.

#### **Article 42: Dispute settlement**

1. When a dispute arises between the Parties concerning the interpretation, implementation, or good faith application of this Agreement, any Party shall submit to the other Party and the Association Council a formal request that the matter in dispute be resolved.
2. The Parties shall endeavor to resolve the dispute by entering into good faith consultations within the Association Council and other relevant bodies referred to in Article 37 of this Agreement, with the aim of reaching a mutually acceptable solution in the shortest time possible.
3. The Parties shall provide the Association Council and other relevant bodies with all information required for a thorough examination of the situation.
4. If a dispute is not resolved, it shall be discussed at every meeting of the Association Council. A dispute shall be deemed to be resolved when the Association Council has taken a binding decision to settle the matter or when it has declared that the dispute has ended. Consultations on a dispute can also be held at any meeting of the Association Committee or any other relevant body referred to in Article 37 of this Agreement, as agreed between the Parties or at the request of either of the Parties. Consultations may also be held in writing.
5. All information disclosed during the consultations shall remain confidential.

#### **TREATY DURATION**

#### **Article 43: Treaty Duration, Amendment, and Termination**

1. This agreement shall enter into force one month from the date on which the Contracting Parties shall have notified each other and after which it is deposited to the Secretary General by way of ratification, acceptance, approval or accession.
2. This treaty shall apply to investments existing at the time of entry into force of this agreement as well as to investments made or acquired thereafter, provided that these investments conform to the laws and regulations of this agreement and it does not defeat its object and purpose.
3. This agreement shall not be prejudiced against the right for either of the Contracting Parties to amend in whole or in section or to terminate this agreement at any time during its period of validity. The party seeking to amend this agreement shall make aware to the other Contracting parties in writing of their intentions to make such amendment along with what provisions are to be amended.
4. Any amendments made must be consistent with the provisions articulated within this treaty. Amendments made may be subject to review by Contracting Parties as well as the Secretary General. After review of such amendments by Contracting Parties and the Secretary General a signature is required approving the amended provisions for it to be enforced. Parties are not obligated to be bound by any reservations made without consent from Contracting States.
5. The validity of a treaty or of the consent of a State to be bound by a treaty may be impeached through application of the present treaty. The party seeking to terminate this agreement must give prior notice in writing to the other contracting party six months prior to expiration. A State may no longer invoke its consent on the ground of termination. This treaty is subject to termination when there is a breach of the treaty by way of violation of its object and purpose. This treaty will be subjected to termination where performance becomes impossible. Termination would render the treaty unenforceable from the point at which it was concluded.
6. This treaty shall remain into force for a period of five years and shall be extended for a period of ten years unless denounced in writing through diplomatic channels by either contracting party six months prior to expiration. This treaty shall be subject to renewal after two years of entry into force. After which automatic renewal for a period of ten years shall follow. After the expiry of the period of five years this agreement may be denounced at any time by either contracting party giving six months' notice.

7. The provisions of the proceeding articles shall continue to be effective for a further period of ten years from the date of termination of this treaty.