AGREEMENT BETWEEN CANADA AND THE REPUBLIC OF PERU FOR THE PROMOTION AND PROTECTION OF INVESTMENTS

CANADA AND THE REPUBLIC OF PERU, hereinafter referred to as the "Parties",

RECOGNIZING that the promotion and the protection of investments of investors of one Party in the territory of the other Party will be conducive to the stimulation of mutually beneficial business activity, to the development of economic cooperation between them and to the promotion of sustainable development,

HAVE AGREED AS FOLLOWS:

Article 1. Definitions

For the purpose of this Agreement:

Administrative ruling of general application means an administrative ruling or interpretation that applies to all persons and fact situations that fall generally within its ambit and that establishes a norm of conduct, but does not include:

(i) a determination or ruling made in an administrative or quasi-judicial proceeding that applies to a particular person, good or service of the other Party in a specific case; or

(ii) a ruling that adjudicates with respect to a particular act or practice.

Article 2. Scope and Application

1 . This Agreement shall apply to measures adopted or maintained by a Party relating to:

(a) Investors of the other Party; and

(b) Covered investments.

2 . For greater certainty, the provisions of this Agreement do not bind a Party in relation to any act or fact that took place or any situation that ceased to exist before the date of entry into force of this Agreement for that Party.

Article 3. National Treatment

1 . Each Party shall accord to investors of the other Party treatment no less favourable than that it accords, in like circumstances, to its own investors with respect to the establishment, acquisition, expansion, management, conduct, operation and sale or other disposition of investments in its territory.

2 . Each Party shall accord to covered investments treatment no less favourable than that it accords, in like circumstances, to investments of its own investors with respect to the establishment, acquisition, expansion, management, conduct, operation and sale or other disposition of investments in its territory.

3 . The treatment accorded by a Party under paragraphs 1 and 2 means, with respect to a sub-national government, treatment no less favourable than the treatment accorded, in like circumstances, by that sub-national government to investors, and to investments of investors, of the Party of which it forms a part.

Article 4. Most-favoured-nation Treatment

1 . Each Party shall accord to investors of the other Party treatment no less favourable than that it accords, in like circumstances, to investors of a non-Party with respect to the establishment, acquisition, expansion, management, conduct, operation and sale or other disposition of investments in its territory.

2 . Each Party shall accord to covered investments treatment no less favourable than that it accords, in like circumstances, to investments of investors of a non-Party with respect to the establishment, acquisition, expansion, management, conduct, operation and sale or other disposition of investments in its territory.

Article 5. Minimum Standard of Treatment

1 . Each Party shall accord to covered investments treatment in accordance with the customary international law minimum standard of treatment of aliens, including fair and equitable treatment and full protection and security.

2 . The concepts of "fair and equitable treatment" and "full protection and security" in paragraph 1 do not require treatment in addition to or beyond that which is required by the customary international law minimum standard of treatment of aliens.paragraph 1 do not require treatment in addition to or beyond that which is required by the customary international law minimum standard of treatment of aliens.

3 . A determination that there has been a breach of another provision of this Agreement, or of a separate international agreement, does not establish that there has been a breach of this Article.

Article 6. Senior Management, Boards of Directors and Entry of Personnel

1 . A Party may not require that an enterprise of that Party, that is a covered investment, appoint to senior management positions individuals of any particular nationality.

2 . A Party may require that a majority of the board of directors, or any committee thereof, of an enterprise that is a covered investment be of a particular nationality, or resident in the territory of the Party, provided that the requirement does not materially impair the ability of the investor to exercise control over its investment.

3 . Subject to its laws, regulations and policies relating to the entry of aliens, each Party shall grant temporary entry to nationals of the other Party, employed by an investor of the other Party, who seek to render services to an investment of that investor in the territory of the Party, in a capacity that is managerial or executive or requires specialized knowledge.

Article 7. Performance Requirements

1 . Neither Party may impose or enforce any of the following requirements, or enforce any commitment or undertaking, in connection with the establishment, acquisition, expansion, management, conduct or operation of an investment of an investor of a Party or a non-Party in its territory:

(a) To export a given level or percentage of goods;

(b) To achieve a given level or percentage of domestic content;

(c) To purchase, use or accord a preference to goods produced or services provided in its territory, or to purchase goods or services 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 provides by relating such sales in any way to the volume or value of its exports or foreign exchange earnings;

(f) To transfer technology, a production process or other proprietary knowledge to a person in its territory, except when the requirement is imposed or the commitment or undertaking is enforced by a court, administrative tribunal or competition authority, to remedy an alleged violation of competition laws or to act in a manner not inconsistent with other provisions of this Agreement; or

(g) To supply exclusively from the territory of the Party the goods it produces or the services it provides to a specific regional market or to the world market.

2 . A measure that requires an investment to use a technology to meet generally applicable health, safety or environmental requirements shall not be construed to be inconsistent with paragraph 1(f). For greater certainty, Articles 3 and 4 apply to the measure.

3 . Neither Party may condition 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 any of the following requirements:

(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 producers 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 provides by relating such sales in any way to the volume or value of its exports or foreign exchange earnings.

4 . Nothing in paragraph 3 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, on compliance with a requirement to locate production, provide a service, train or employ workers, construct or expand particular facilities, or carry out research and development, in its territory.

5 . Paragraphs 1 and 3 shall not apply to any requirement other than the requirements set out in those paragraphs.Paragraphs 1 and 3 shall not apply to any requirement other than the requirements set out in those paragraphs.

6 . The provisions of:

(a) Paragraphs (1) (a), (b) and (c), and (3) (a) and (b) shall not apply to qualification requirements for goods or services with respect to export promotion and foreign aid programs;

(b) Paragraphs (1) (b), (c), (f) and (g), and (3) (a) and (b) shall not apply to procurement by a Party or a state enterprise; and

(c) Paragraphs (3) (a) and (b) shall not apply to requirements imposed by an importing Party relating to the content of goods necessary to qualify for preferential tariffs or preferential quotas.Paragraphs (3) (a) and (b) shall not apply to requirements imposed by an importing Party relating to the content of goods necessary to qualify for preferential tariffs or preferential quotas.

Article 8. Monopolies and State Enterprises

1 . Nothing in this Agreement shall be construed to prevent a Party from designating a monopoly, or from maintaining or establishing a state enterprise.

2 . Where a Party intends to designate a monopoly5 and the designation may affect the interests of persons of the other Party, the Party shall, wherever possible, provide prior written notification to the other Party of the designation.

3 . Each Party shall ensure, through regulatory control, administrative supervision or the application of other measures, that any privately-owned monopoly that it designates and any government monopoly that it maintains or designates acts in a manner that is not inconsistent with the Party's obligations under this Agreement wherever such a monopoly exercises any regulatory, administrative or other governmental authority that the Party has delegated to it in connection with the monopoly good or service, such as the power to grant import or export licenses, approve commercial transactions or impose quotas, fees or other charges

4 . Each Party shall ensure, through regulatory control, administrative supervision or the application of other measures, that any state enterprise that it maintains or establishes acts in a manner that is not inconsistent with the Party's obligations under this Agreement wherever such enterprise exercises any regulatory, administrative or other governmental authority that the Party has delegated to it, such as the power to expropriate, grant licenses, approve commercial transactions or impose quotas, fees or other charges.

Article 9. Reservations and Exceptions

1 . Articles 3, 4, 6 and 7 shall not apply to:Articles 3, 4, 6 and 7 shall not apply to:

(a) Any existing non-conforming measure that is maintained by

(i) A national government, as set out in its Schedule to Annex I, orAnnex I, or

(ii) A sub-national government;

(b) The continuation or prompt renewal of any non-conforming measure referred to in subparagraph (a);subparagraph (a);

(c) An amendment to any non-conforming measure referred to in subparagraph (a) to the extent that the amendment does not decrease the conformity of the measure, as it existed immediately before the amendment, with Articles 3, 4, 6 and 7.

2 . Articles 3, 4, 6 and 7 shall not apply to any measure that a Party adopts or maintains with respect to sectors, subsectors or activities, as set out in its schedule to Annex II..

3 . Article 4 shall not apply to treatment accorded by a Party pursuant to agreements, or with respect to sectors, set out in Annex III.

4 . In respect of intellectual property rights, a Party may derogate from Articles 3 and 4 in a manner that is consistent with the WTO Agreement.

5 . The provisions of Articles 3, 4 and 6 of this Agreement shall not apply to:

(a) Procurement by a Party or state enterprise;

(b) Subsidies or grants provided by a Party or a state enterprise, including government-supported loans, guarantees and insurance;

6 . For greater certainty, Article 3 of this Agreement shall not apply to the granting by a Party to a financial institution of an exclusive right to provide activities or services forming part of a public retirement plan or statutory system of social security.

Article 10. General Exceptions

1 . Subject to the requirement that such measures are not applied in a manner that would constitute arbitrary or unjustifiable discrimination between investments or between investors, or a disguised restriction on international trade or investment, nothing in this Agreement shall be construed to prevent a Party from adopting or enforcing measures necessary:

(a) To protect human, animal or plant life or health;

(b) To ensure compliance with laws and regulations that are not inconsistent with the provisions of this Agreement; or

(c) For the conservation of living or non-living exhaustible natural resources.

2 . Nothing in this Agreement shall be construed to prevent a Party from adopting or maintaining reasonable measures for prudential reasons, such as:

(a) The protection of investors, depositors, financial market participants, policy-holders, policy-claimants, or persons to whom a fiduciary duty is owed by a financial institution;

(b) The maintenance of the safety, soundness, integrity or financial responsibility of financial institutions; and

(c) Ensuring the integrity and stability of a Party's financial system.

3 . Nothing in this Agreement shall apply to non-discriminatory measures of general application taken by any public entity in pursuit of monetary and related credit policies or exchange rate policies. This paragraph shall not affect a Party's obligations under Article 7 (Performance Requirements) or Article 14 (Transfer of Funds).Article 7 (Performance Requirements) or Article 14 (Transfer of Funds).

4 . Nothing in this Agreement shall be construed:

(a) To require any Party to furnish or allow access to any information the disclosure of which it determines to be contrary to its essential security interests;

(b) To prevent any Party from taking any actions that it considers necessary for the protection of its essential security interests

(i) Relating to the traffic in arms, ammunition and implements of war and to such traffic and transactions in other goods, materials, services and technology undertaken directly or indirectly for the purpose of supplying a military or other security establishment,

(ii) Taken in time of war or other emergency in international relations, or

(iii) Relating to the implementation of national policies or international agreements respecting the non-proliferation of nuclear weapons or other nuclear explosive devices; or

(c) To prevent any Party from taking action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.United Nations Charter for the maintenance of international peace and security.

5 . Nothing in this Agreement shall be construed to require a Party to furnish or allow access to information the disclosure of which would impede law enforcement or would be contrary to the Party's law protecting Cabinet confidences, personal privacy or the confidentiality of the financial affairs and accounts of individual customers of financial institutions.

6 . The provisions of this Agreement shall not apply to investments in cultural industries.

7 . Any measure adopted by a Party in conformity with a decision adopted, extended or modified by the World Trade Organization pursuant to Articles IX:3 or IX:4 of the WTO Agreement shall be deemed to be also in conformity with this Agreement. An investor purporting to act pursuant to Section C of this Agreement may not claim that such a conforming measure is in breach of this Agreement.

Article 11. Health, Safety and Environmental Measures

The Parties recognize that it is inappropriate to encourage investment by relaxing domestic health, safety or environmental measures. Accordingly, a 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 Party considers that the other Party has offered such an encouragement, it may request consultations with the other Party and the two Parties shall consult with a view to avoiding any such encouragement.

Article 12. Compensation for Losses

1 . 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, civil strife or a natural disaster.

2 . Paragraph (1) shall not apply to existing measures relating to subsidies or grants that would be inconsistent with Article 3 but for Article 9(5)(b).

Article 13. Expropriation

1 . Neither Party shall nationalize or expropriate a covered investment either directly, or indirectly through measures having an effect equivalent to nationalization or expropriation (hereinafter referred to as "expropriation"), except for a public purpose8, in accordance with due process of law, in a non-discriminatory manner and on prompt, adequate and effective compensation.8, in accordance with due process of law, in a non-discriminatory manner and on prompt, adequate and effective compensation.

2 . Such compensation shall be equivalent to the fair market value of the expropriated investment immediately before the expropriation took place ("date of expropriation"), and shall not reflect any change in value occurring because the intended expropriation had become known earlier. Valuation criteria shall include going concern value, asset value including declared tax value of tangible property, and other criteria, as appropriate, to determine fair market value.

3 . Compensation shall be paid without delay and shall be fully realizable and freely transferable. Compensation shall be payable in a freely convertible currency and shall include interest at a commercially reasonable rate for that currency from the date of expropriation until date of payment.

4 . The investor affected shall have a right, under the law of the Party making the expropriation, to prompt review, by a judicial or other independent authority of that Party, of its case and of the valuation of its investment in accordance with the principles set out in this Article.

5 . The provisions of this Article shall not apply to the issuance of compulsory licenses granted in relation to intellectual property rights, or to the revocation, limitation or creation of intellectual property rights, to the extent that such issuance, revocation, limitation or creation is consistent with the WTO Agreement.WTO Agreement.

Article 14. 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. Such transfers include:

(a) Contributions to capital;

(b) Profits, dividends, interest, capital gains, royalty payments, management fees, technical assistance and other fees, returns in kind and other amounts derived from the investment;

(c) Proceeds from the sale of all or any part of the covered investment or from the partial or complete liquidation of the covered investment;

(d) Payments made under a contract entered into by the investor, or the covered investment, including payments made pursuant to a loan agreement;

(e) Payments made pursuant to Articles 12 and 13; and

(f) Payments arising under Section C.Section C.

2 . Each Party shall permit transfers relating to a covered investment to be made in the convertible currency in which the capital was originally invested, or in any other convertible currency agreed by the investor and the Party concerned. Unless otherwise agreed by the investor, transfers shall be made at the rate of exchange applicable on the date of transfer.

3 . Notwithstanding paragraphs 1 and 2, a Party may prevent a transfer through the equitable, non-discriminatory and good faith application of its laws relating to:paragraphs 1 and 2, 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;

(c) Criminal or penal offences;

(d) Reports of transfers of currency or other monetary instruments; or

(e) Ensuring the satisfaction of judgments in adjudicatory proceedings.

4 . Neither Party may require its investors to transfer, or penalize its investors that fail to transfer, the income, earnings, profits or other amounts derived from, or attributable to investments in the territory of the other Party.

5 . Paragraph 4 shall not be construed to prevent a Party from imposing any measure through the equitable, non-discriminatory and good faith application of its laws relating to the matters set out in subparagraphs (a) through (e) of paragraph 3.

6 . Notwithstanding the provisions of paragraphs 1, 2 and 4, and without limiting the applicability of paragraph 5, a Party may prevent or limit transfers by a financial institution to, or for the benefit of, an affiliate of or person related to such institution, through the equitable, non-discriminatory and good faith application of measures relating to maintenance of the safety, soundness, integrity or financial responsibility of financial institutions.

7 . Notwithstanding paragraph 1, a Party may restrict transfers in kind in circumstances where it could otherwise restrict transfers under the WTO Agreement and as set out in paragraph 3.

Article 15. Subrogation

1 . If a Party or any agency thereof makes a payment to any of its investors under a guarantee or a contract of insurance it has entered into in respect of an investment, the other Party shall recognize the validity of the subrogation in favour of such Party or agency thereof to any right or title held by the investor.

2 . A Party or any agency thereof which is subrogated to the rights of an investor in accordance with paragraph 1 of this Article, shall be entitled in all circumstances to the same rights as those of the investor in respect of the investment. Such rights may be exercised by the Party or any agency thereof, or by the investor if the Party or any agency thereof so authorizes.paragraph 1 of this Article, shall be entitled in all circumstances to the same rights as those of the investor in respect of the investment. Such rights may be exercised by the Party or any agency thereof, or by the investor if the Party or any agency thereof so authorizes.

Article 16. Taxation Measures

1 . Except where express reference is made thereto, nothing in this Agreement shall apply to taxation measures. For greater

certainty, nothing in this Agreement shall affect the rights and obligations of the Parties under any tax convention. In the event of any inconsistency between the provisions of this Agreement and any such convention, the provisions of that convention shall apply to the extent of the inconsistency.

2 . Nothing in this Agreement shall be construed to require a Party to furnish or allow access to information the disclosure of which would be contrary to the Party's law protecting information concerning the taxation affairs of a taxpayer.

3 . The provisions of Article 13 shall apply to taxation measures unless the taxation authorities of the Parties, no later than six months after being notified by an investor that the investor disputes a taxation measure, jointly determine that the measure in question is not an expropriation. The investor shall refer the issue of whether a taxation measure is an expropriation for a determination to the taxation authorities of the Parties at the same time that it gives notice under Article 24 (Notice of Intent to Submit a Claim to Arbitration).

4 . If, in connection with a claim by an investor of a Party or a dispute between the Parties, an issue arises as to whether a measure of a Party is a taxation measure, a Party may refer the issue to the taxation authorities of the Parties. The taxation authorities shall decide the issue, and their decision shall bind any Tribunal formed pursuant to Section C or arbitral panel formed pursuant to Section D, as the case may be, with jurisdiction over the claim or the dispute. A Tribunal or arbitral panel seized of a claim or a dispute in which the issue arises may not proceed pending receipt of the decision of the taxation authorities. If the taxation authorities have not decided the issue within six months of the referral, the Tribunal or arbitral panel shall decide the issue in place of the taxation authorities.

Article 17. Prudential Measures

1 . Where an investor submits a claim to arbitration under Section C, and the disputing Party invokes Articles 10(2) or 14(6), the Tribunal established pursuant to Article 22 (Claim by an Investor of a Party on its Own Behalf) or 23 (Claim by an Investor of a Party on Behalf of an Enterprise) shall, at the request of that Party, seek a report in writing from the Parties on the issue of whether and to what extent the said paragraphs are a valid defence to the claim of the investor. The Tribunal may not proceed pending receipt of a report under this Article.

2 . Pursuant to a request received in accordance with paragraph (1), the Parties shall proceed in accordance with Section D to prepare a written report, either on the basis of agreement following consultations, or by means of an arbitral panel. The consultations shall be between the financial services authorities of the Parties. The report shall be transmitted to the Tribunal, and shall be binding on the Tribunal.

3 . Where, within 70 days of the referral by the Tribunal, no request for the establishment of a panel pursuant to paragraph (2) has been made, and no report has been received by the Tribunal, the Tribunal may proceed to decide the matter.paragraph (2) has been made, and no report has been received by the Tribunal, the Tribunal may proceed to decide the matter.

Article 18. Denial of Benefits

1 . A Party may deny the benefits of this Agreement to an investor of the other Party that is an enterprise of such Party and to investments of such investor if investors of a non-Party own or control the enterprise and the denying Party adopts or maintains measures with respect to the non-Party that prohibit transactions with the enterprise or that would be violated or circumvented if the benefits of this Agreement were accorded to the enterprises or to its investments.

2 . Subject to Article 19(3), a Party may deny the benefits of this Agreement to an investor of the other Party that is an enterprise of such Party and to investments of such investors if investors of a non-Party own or control the enterprise and the enterprise has no substantial business activities in the territory of the Party under whose law it is constituted or organized.

Article 19. Transparency

1 . Each Party shall, to the extent possible, ensure that its laws, regulations, procedures, and administrative rulings of general application respecting any matter covered by this Agreement are promptly published or otherwise made available in such a manner as to enable interested persons and the other Party to become acquainted with them.

2 . To the extent possible, each Party shall:

(a) Publish in advance any such measure that it proposes to adopt; and

(b) Provide interested persons and the other Party a reasonable opportunity to comment on such proposed measures.

3 . Upon request by a Party, information shall be exchanged on the measures of the other Party that may have an impact on covered investments.

Article 20. Purpose

Without prejudice to the rights and obligations of the Parties under Section D (State to State Dispute Settlement Procedures), this Section establishes a mechanism for the settlement of investment disputes.

Article 21. Limitation of Claims with Respect to Financial Institutions

With respect to:

(a) Financial institutions of a Party; and

(b) Investors of a Party, and investments of such investors, in financial institutions in the other Party's territory,

This Section applies only in respect of claims that the other Party has breached an obligation under Articles 13, 14 or 18.

Article 22. Claim by an Investor of a Party on Its Own Behalf

1 . An investor of a Party may submit to arbitration under this Section a claim that:

(a) The other Party has breached an obligation under Section B, other than an obligation under Article 6(3), 8(1), 8(2), 11 or 19, orSection B, other than an obligation under Article 6(3), 8(1), 8(2), 11 or 19, or

(b) The other Party has breached a legal stability agreement referred to in paragraph 3 of this Article,paragraph 3 of this Article,

And that the investor has incurred loss or damage by reason of, or arising out of, that breach.

2 . An investor may not make a claim if more than three years have elapsed from the date on which the investor first acquired, or should have first acquired, knowledge of the alleged breach and knowledge that the investor has incurred loss or damage.

3 . A claim by an investor that a tax measure of a Party is in breach of a legal stability agreement between the national government authorities of a Party and the investor concerning an investment may be submitted to arbitration under this Section unless:

(a) The legal stability agreement between the national government authorities of a Party and the investor preceded the entry into force of this Agreement; or

(b) The taxation authorities of the Parties, no later than six months after being notified by the investor of its intention to submit the claim to arbitration, jointly determine that the measure does not contravene such legal stability agreement. The investor shall refer the issue of whether a taxation measure does not contravene a legal stability agreement for a determination to the taxation authorities of the Parties at the same time that it gives notice under Article 24 (Notice of Intent to Submit a Claim to Arbitration).Article 24 (Notice of Intent to Submit a Claim to Arbitration).

Article 23. Claim by an Investor of a Party on Behalf of an Enterprise

1 . An investor of a Party, on behalf of an enterprise of the other Party that is a juridical person that the investor owns or controls directly or indirectly, may submit to arbitration under this Section a claim that:

(a) The other Party has breached an obligation under Section B, other than an obligation under Article 6(3), 8(1), 8(2), 11 or 19, orSection B, other than an obligation under Article 6(3), 8(1), 8(2), 11 or 19, or

(b) The other Party has breached a legal stability agreement referred to in paragraph 3 of this Article,paragraph 3 of this Article,

And that the enterprise has incurred loss or damage by reason of, or arising out of, that breach.

2 . An investor may not make a claim on behalf of an enterprise described in paragraph 1 if more than three years have elapsed from the date on which the enterprise first acquired, or should have first acquired, knowledge of the alleged breach and knowledge that the enterprise has incurred loss or damage.paragraph 1 if more than three years have elapsed from the

date on which the enterprise first acquired, or should have first acquired, knowledge of the alleged breach and knowledge that the enterprise has incurred loss or damage.

3 . A claim by an investor, on behalf of an enterprise of the other Party that is a juridical person that the investor owns or controls directly or indirectly, that a tax measure of that Party is in breach of a legal stability agreement between the national government authorities of that Party and said enterprise may be submitted to arbitration under this Section unless:

(a) The legal stability agreement between the national government authorities of a Party and the enterprise preceded the entry into force of this Agreement; or

(b) The taxation authorities of the Parties, no later than six months after being notified by the investor of its intention to submit the claim to arbitration, jointly determine that the measure does not contravene such legal stability agreement. The investor shall refer the issue of whether a taxation measure does not contravene a legal stability agreement for a determination to the taxation authorities of the Parties at the same time that it gives notice under Article 24 (Notice of Intent to Submit a Claim to Arbitration).Article 24 (Notice of Intent to Submit a Claim to Arbitration).

4 . Where an investor makes a claim under this Article and the investor or a non-controlling investor in the enterprise makes a claim under Article 22 (Claim by an Investor of a Party on Its Own Behalf) arising out of the same events that gave rise to the claim under this Article, and two or more of the claims are submitted to arbitration under Article 27 (Submission of a Claim to Arbitration), the claims should be heard together by a Tribunal established under Article 32 (Consolidation), unless the Tribunal finds that the interests of a disputing party would be prejudiced thereby.

5 . An investment may not make a claim under this Section.

Article 24. Notice of Intent to Submit a Claim to Arbitration

1 . The disputing investor shall deliver to the disputing Party written notice of its intent to submit a claim to arbitration at least 90 days before the claim is submitted, which notice shall specify:

(a) The name and address of the disputing investor and, where a claim is made under Article 23 (Claim by an Investor of a Party on Behalf of an Enterprise), the name and address of the enterprise;Article 23 (Claim by an Investor of a Party on Behalf of an Enterprise), the name and address of the enterprise;

(b) The provisions of this Agreement alleged to have been breached and any other relevant provisions;

(c) The issues and the factual basis for the claim, including the measures at issue; and

(d) The relief sought and the approximate amount of damages claimed.

2 . The disputing investor shall also deliver, with its Notice of Intent to Submit a Claim to Arbitration, evidence establishing that it is an investor of the other Party.

Article 25. Settlement of a Claim Through Consultation

1 . Before a disputing investor may submit a claim to arbitration, the disputing parties shall first hold consultations in an attempt to settle a claim amicably.

2 . Consultations shall be held within 30 days of the submission of the notice of intent to submit a claim to arbitration, unless the disputing parties otherwise agree.

3 . The place of consultation shall be the capital of the disputing Party, unless the disputing parties otherwise agree.

Article 26. Conditions Precedent to Submission of a Claim to Arbitration

1 . A disputing investor may submit a claim to arbitration under Article 22 (Claim by an Investor of a Party on Its Own Behalf) only if:Article 22 (Claim by an Investor of a Party on Its Own Behalf) only if:

(a) The investor consents to arbitration in accordance with the procedures set out in this Agreement;

(b) At least six months have elapsed since the events giving rise to the claim;

(c) Not more than three years have elapsed from the date on which the investor first acquired, or should have first acquired, knowledge of the alleged breach and knowledge that the investor has incurred loss or damage thereby;

(d) The investor has delivered the Notice of Intent required under Article 24 (Notice of Intent to Submit a Claim to Arbitration), in accordance with the requirements of that Article, at least 90 days prior to submitting the claim; andArticle 24 (Notice of Intent to Submit a Claim to Arbitration), in accordance with the requirements of that Article, at least 90 days prior to submitting the claim; and

(e) The investor and, where the claim is for loss or damage to an interest in an enterprise of the other Party that is a juridical person that the investor owns or controls directly or indirectly, the enterprise waive their right to initiate or continue before any administrative tribunal or court under the law of any Party, or other dispute settlement procedures, any proceedings with respect to the measure of the disputing Party that is alleged to be a breach referred to in Article 22 (Claim by an Investor of a Party on Its Own Behalf), except for proceedings for injunctive, declaratory or other extraordinary relief, not involving the payment of damages, before an administrative tribunal or court under the law of the disputing Party.

2 . A disputing investor may submit a claim to arbitration under Article 23 (Claim by an Investor of a Party on Behalf of an Enterprise) only if:Article 23 (Claim by an Investor of a Party on Behalf of an Enterprise) only if:

(a) Both the investor and the enterprise consent to arbitration in accordance with the procedures set out in this Agreement;

(b) At least six months have elapsed since the events giving rise to the claim;

(c) Not more than three years have elapsed from the date on which the enterprise first acquired, or should have first acquired, knowledge of the alleged breach and knowledge that the enterprise has incurred loss or damage thereby;

(d) The investor has delivered the Notice of Intent required under Article 24 (Notice of Intent to Submit a Claim to Arbitration), in accordance with the requirements of that Article, at least 90 days prior to submitting the claim; and

(e) Both the investor and the enterprise waive their right to initiate or continue before any administrative tribunal or court under the law of any Party, or other dispute settlement procedures, any proceedings with respect to the measure of the disputing Party that is alleged to be a breach referred to in Article 23 (Claim by an Investor of a Party on Behalf of an Enterprise), except for proceedings for injunctive, declaratory or other extraordinary relief, not involving the payment of damages, before an administrative tribunal or court under the law of the disputing Party.

3 . A consent and waiver required by this Article shall be in the form provided for in Annex C.26, shall be delivered to the disputing Party and shall be included in the submission of a claim to arbitration.Annex C.26, shall be delivered to the disputing Party and shall be included in the submission of a claim to arbitration.

4 . An investor may submit a claim relating to taxation measures covered by this Agreement to arbitration under this Section only if the taxation authorities of the Parties fail to reach the joint determinations specified in Articles 16(3), 22(3)(b) and 23(3)(b) within six months of being notified in accordance with these provisions.

5 . A waiver from the enterprise under paragraph 1(e) or 2(e) shall not be required only where a disputing Party has deprived a disputing investor of control of an enterprise.paragraph 1(e) or 2(e) shall not be required only where a disputing Party has deprived a disputing investor of control of an enterprise.

6 . Failure to meet any of the conditions precedent provided for in paragraphs 1 through 4 shall nullify the consent of the Parties given in Article 28 (Consent to Arbitration).paragraphs 1 through 4 shall nullify the consent of the Parties given in Article 28 (Consent to Arbitration).

Article 27. Submission of a Claim to Arbitration

1 . Except as provided in Annex C.27, a disputing investor who meets the conditions precedent provided for in Article 26 (Conditions Precedent to Submission of a Claim to Arbitration) may submit the claim to arbitration under:Annex C.27, a disputing investor who meets the conditions precedent provided for in Article 26 (Conditions Precedent to Submission of a Claim to Arbitration) may submit the claim to arbitration under:

(a) The ICSID Convention, provided that both the disputing Party and the Party of the disputing investor are parties to the Convention;ICSID Convention, provided that both the disputing Party and the Party of the disputing investor are parties to the Convention;

(b) The Additional Facility Rules of ICSID, provided that either the disputing Party or the Party of the disputing investor, but not both, is a party to the ICSID Convention;Additional Facility Rules of ICSID, provided that either the disputing Party or the Party of the disputing investor, but not both, is a party to the ICSID Convention;

(c) The UNCITRAL Arbitration Rules; orUNCITRAL Arbitration Rules; or

(d) Any other body of rules approved by the Commission as available for arbitrations under this Section.

2 . The Commission shall have the power to make rules supplementing the applicable arbitral rules and may amend any rules of its own making. Such rules shall be binding on a Tribunal established under this Section, and on individual arbitrators serving on such Tribunals.

3 . The applicable arbitration rules shall govern the arbitration except to the extent modified by this Section, and supplemented by any rules adopted by the Commission under this Section.

Article 28. Consent to Arbitration

1 . Each Party consents to the submission of a claim to arbitration in accordance with the procedures set out in this Agreement.

2 . The consent given in paragraph 1 and the submission by a disputing investor of a claim to arbitration shall satisfy the requirement of:paragraph 1 and the submission by a disputing investor of a claim to arbitration shall satisfy the requirement of:

(a) Chapter II of the ICSID Convention (Jurisdiction of the Centre) and the Additional Facility Rules for written consent of the parties;Chapter II of the ICSID Convention (Jurisdiction of the Centre) and the Additional Facility Rules for written consent of the parties;

(b) Article II of the New York Convention for an agreement in writing; andArticle II of the New York Convention for an agreement in writing; and

(c) Article I of the Inter-American Convention for an agreement.Article I of the Inter-American Convention for an agreement.

Article 29. Arbitrators

1 . Except in respect of a Tribunal established under Article 32 (Consolidation), and unless the disputing parties agree otherwise, the Tribunal shall comprise three 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.Article 32 (Consolidation), and unless the disputing parties agree otherwise, the Tribunal shall comprise three 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.

2 . Arbitrators shall:

(a) Have expertise or experience in public international law, international trade or international investment rules, or the resolution of disputes arising under international trade or international investment agreements;

(b) Be independent of, and not be affiliated with or take instructions from, either Party or the disputing investor; and

(c) Comply with any Code of Conduct for Dispute Settlement as agreed by the Commission.

3 . Where a disputing investor claims that a dispute involves measures adopted or maintained by a Party relating to financial institutions of the other Party, or investors of the other Party and investments of such investors, in financial institutions in a Party's territory, then

(a) Where the disputing parties are in agreement, the arbitrators shall, in addition to the criteria set out in paragraph 2, have expertise or experience in financial services law or practice, which may include the regulation of financial institutions; orparagraph 2, have expertise or experience in financial services law or practice, which may include the regulation of financial institutions; or

(b) Where the disputing parties are not in agreement,

(i) Each disputing party may select arbitrators who meet the qualifications set out in subparagraph (a), andsubparagraph (a), and

(ii) If the Party complained against invokes Articles 14(6) or 17, the chair of the panel shall meet the qualifications set out in subparagraph (a).Articles 14(6) or 17, the chair of the panel shall meet the qualifications set out in subparagraph (a).

4 . The disputing parties should agree upon the arbitrators' remuneration. If the disputing parties do not agree on such remuneration before the constitution of the Tribunal, the prevailing ICSID rate for arbitrators shall apply.

5 . The Commission may establish rules relating to expenses incurred by the Tribunal.

Article 30. Constitution of a Tribunal When a Party Fails to Appoint an Arbitrator or the Disputing Parties Are Unable to Agree on a Presiding Arbitrator

1 . The Secretary-General shall serve as appointing authority for an arbitration under this Section.

2 . If a Tribunal, other than a Tribunal established under Article 32 (Consolidation), has not been constituted within 90 days from the date that a claim is submitted to arbitration, the Secretary-General, on the request of either disputing party, shall appoint, in his or her discretion, the arbitrator or arbitrators not yet appointed, except that the presiding arbitrator shall not be a national of either Party.Article 32 (Consolidation), has not been constituted within 90 days from the date that a claim is submitted to arbitration, the Secretary-General, on the request of either disputing party, shall appoint, in his or her discretion, the arbitrator or arbitrators not yet appointed, except that the presiding arbitrator shall not be a national of either Party.

Article 31. Agreement to Appointment of Arbitrators

For purposes of Article 39 of the ICSID Convention and Article 7 of Schedule C to the ICSID Additional Facility Rules, and without prejudice to an objection to an arbitrator based on a ground other than citizenship or permanent residence:

(a) The disputing Party agrees to the appointment of each individual member of a Tribunal established under the ICSID Convention or the ICSID Additional Facility Rules;ICSID Convention or the ICSID Additional Facility Rules;

(b) A disputing investor referred to in Article 22(1) (Claim by an Investor of a Party on Its Own Behalf) may submit a claim to arbitration, or continue a claim, under the ICSID Convention or the ICSID Additional Facility Rules, only on condition that the disputing investor agrees in writing to the appointment of each individual member of the Tribunal; andArticle 22(1) (Claim by an Investor of a Party on Its Own Behalf) may submit a claim to arbitration, or continue a claim, under the ICSID Convention or the ICSID Additional Facility Rules, only on condition that the disputing investor agrees in writing to the appointment of each individual member of the Tribunal; and

(c) A disputing investor referred to in Article 23(1) (Claim by an Investor of a Party on Behalf of an Enterprise) may submit a claim to arbitration, or continue a claim, under the ICSID Convention or the ICSID Additional Facility Rules, only on condition that the disputing investor and the enterprise agree in writing to the appointment of each individual member of the Tribunal.Article 23(1) (Claim by an Investor of a Party on Behalf of an Enterprise) may submit a claim to arbitration, or continue a claim, under the ICSID Convention or the ICSID Additional Facility Rules, only on condition that the disputing investor and the enterprise agree in writing to the appointment of each individual member of the Tribunal.

Article 32. Consolidation

1 . A Tribunal established under this Article shall be established under the UNCITRAL Arbitration Rules and shall conduct its proceedings in accordance with those Rules, except as modified by this Section.UNCITRAL Arbitration Rules and shall conduct its proceedings in accordance with those Rules, except as modified by this Section.

2 . Where a Tribunal established under this Article is satisfied that claims submitted to arbitration under Article 27 (Submission of a Claim to Arbitration) have a question of law or fact in common, the Tribunal may, in the interests of fair and efficient resolution of the claims, and after hearing the disputing parties, by order:Article 27 (Submission of a Claim to Arbitration) have a question of law or fact in common, the Tribunal may, in the interests 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; or

(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.

3 . A disputing party that seeks an order under paragraph 2 shall request the Secretary-General to establish a Tribunal and shall specify in the request:paragraph 2 shall request the Secretary-General to establish a Tribunal and shall specify in the request:

(a) The name of the disputing Party or disputing investors against which the order is sought;

(b) The nature of the order sought; and

(c) The grounds on which the order is sought.

4 . The disputing party shall deliver to the disputing Party or disputing investors against which the order is sought a copy of the request.

5 . Within 60 days of receipt of the request, the Secretary-General shall establish a Tribunal comprising three arbitrators. The Secretary-General shall appoint the presiding arbitrator, from the ICSID Panel of Arbitrators, a presiding arbitrator who is not a national of any of the Parties. The Secretary-General shall appoint the two other members from the ICSID Panel of Arbitrators. To the extent arbitrators are not available from that Panel, appointments shall be at the discretion of the Secretary-General. One member shall be a national of the disputing Party and one member shall be a national of the Party of the disputing investors.

6 . Where a Tribunal has been established under this Article, a disputing investor that has submitted a claim to arbitration under Article 27 (Submission of a Claim to Arbitration) and that has not been named in a request made under paragraph 3 may make a written request to the Tribunal that it be included in an order made under paragraph 2, and shall specify in the request:Article 27 (Submission of a Claim to Arbitration) and that has not been named in a request made under paragraph 3 may make a written request to the Tribunal that it be included in an order made under paragraph 2, and shall specify in the request:

(a) The name and address of the disputing investor;

(b) The nature of the order sought; and

(c) The grounds on which the order is sought.

7 . A disputing investor referred to in paragraph 6 shall deliver a copy of its request to the disputing parties named in a request made under paragraph 3.paragraph 6 shall deliver a copy of its request to the disputing parties named in a request made under paragraph 3.

8 . A Tribunal established under Article 27 (Submission of a Claim to Arbitration) shall not have jurisdiction to decide a claim, or a part of a claim, over which a Tribunal established under this Article has assumed jurisdiction.Article 27 (Submission of a Claim to Arbitration) shall not have jurisdiction to decide a claim, or a part of a claim, over which a Tribunal established under this Article has assumed jurisdiction.

9 . On application of a disputing party, a Tribunal established under this Article, pending its decision under paragraph 2, may order that the proceedings of a Tribunal established under Article 27 (Submission of a Claim to Arbitration) be stayed, unless the latter Tribunal has already adjourned its proceedings.paragraph 2, may order that the proceedings of a Tribunal established under Article 27 (Submission of a Claim to Arbitration) be stayed, unless the latter Tribunal has already adjourned its proceedings.

Article 33. Notice to the Non-disputing Party

A disputing Party shall deliver to the other Party a copy of the Notice of Intent to Submit a Claim to Arbitration and other documents, such as a Notice of Arbitration and Statement of Claim, no later than 30 days after the date that such documents have been delivered to the disputing Party.

Article 34. Documents

1 . The non-disputing Party shall be entitled, at its cost, to receive from the disputing Party a copy of:

(a) The evidence that has been tendered to the Tribunal;

(b) Copies of all pleadings filed in the arbitration; and

(c) The written argument of the disputing parties.

2 . The Party receiving information pursuant to paragraph 1 shall treat the information as if it were a disputing Party.paragraph 1 shall treat the information as if it were a disputing Party.

Article 35. Participation by the Non-disputing Party

1 . On written notice to the disputing parties, the non-disputing Party may make submissions to a Tribunal on a question of interpretation of this Agreement.

2 . The non-disputing Party shall have the right to attend any hearings held under this Section, whether or not it makes submissions to the Tribunal.

Article 36. Place of Arbitration

Unless the disputing parties agree otherwise, a Tribunal shall hold an arbitration in the territory of a Party that is a party to the New York Convention, selected in accordance with:

(a) The ICSID Additional Facility Rules, if the arbitration is under those Rules or the ICSID Convention; orICSID Additional Facility Rules, if the arbitration is under those Rules or the ICSID Convention; or

(b) The UNCITRAL Arbitration Rules, if the arbitration is under those Rules.UNCITRAL Arbitration Rules, if the arbitration is under those Rules.

Article 37. Preliminary Objections to Jurisdiction or Admissibility

Where issues relating to jurisdiction or admissibility are raised as preliminary objections, a Tribunal shall, wherever possible, decide the matter before proceeding to the merits.

Article 38. Public Access to Hearings and Documents

1 . Hearings held under this Section shall be open to the public. To the extent necessary to ensure the protection of confidential information, including business confidential information, the Tribunal may hold portions of hearings in camera.in camera.

2 . The Tribunal shall establish procedures for the protection of confidential information and appropriate logistical arrangements for open hearings, in consultation with the disputing parties.

3 . All documents submitted to, or issued by, the Tribunal shall be publicly available, unless the disputing parties otherwise agree, subject to the deletion of confidential information.

4 . Notwithstanding paragraph 3, any Tribunal award under this Section shall be publicly available, subject to the deletion of confidential information.paragraph 3, any Tribunal award under this Section shall be publicly available, subject to the deletion of confidential information.

5 . A disputing party may disclose to other persons in connection with the arbitral proceedings such unredacted documents as it considers necessary for the preparation of its case, but it shall ensure that those persons protect the confidential information in such documents.

6 . The Parties may share with officials of their respective national and sub-national governments all relevant unredacted documents in the course of dispute settlement under this Agreement, but they shall ensure that those persons protect any confidential information in such documents.

7 . As provided under Article 10(4) and (5), the Tribunal shall not require a Party to furnish or allow access to information the disclosure of which would impede law enforcement or would be contrary to the Party's law protecting Cabinet confidences, personal privacy or the financial affairs and accounts of individual customers of financial institutions, or which it determines to be contrary to its essential security.Article 10(4) and (5), the Tribunal shall not require a Party to furnish or allow access to information the disclosure of which would impede law enforcement or would be contrary to the Party's law protecting Cabinet confidences, personal privacy or the financial affairs and accounts of individual customers of financial institutions, or which it determines to be contrary to its essential security.

8 . To the extent that a Tribunal's confidentiality order designates information as confidential and a Party's law on access to information requires public access to that information, the Party's law on access to information shall prevail. However, a Party should endeavour to apply its law on access to information so as to protect information designated confidential by the Tribunal.

Article 39. Submissions by a Non-disputing Party

1 . Any non-disputing party that wishes to file a written submission with a Tribunal (the "applicant") shall apply for leave from the Tribunal to file such a submission, in accordance with Annex C.39. The applicant shall attach the submission to the application.Annex C.39. The applicant shall attach the submission to the application.

2 . The applicant shall serve the application for leave to file a non-disputing party submission and the submission on all disputing parties and the Tribunal.

3 . The Tribunal shall set an appropriate date for the disputing parties to comment on the application for leave to file a non-disputing party submission.

4 . In determining whether to grant leave to file a non-disputing party submission, the Tribunal shall consider, among other things, the extent to which:

(a) The non-disputing party submission would assist the Tribunal in the determination of a factual or legal issue related to the arbitration by bringing a perspective, particular knowledge or insight that is different from that of the disputing parties;

(b) The non-disputing party submission would address a matter within the scope of the dispute;

(c) The non-disputing party has a significant interest in the arbitration; and

(d) There is a public interest in the subject-matter of the arbitration.

5 . The Tribunal shall ensure that:

(a) Any non-disputing party submission does not disrupt the proceedings; and

(b) Neither disputing party is unduly burdened or unfairly prejudiced by such submissions.

6 . The Tribunal shall decide whether to grant leave to file a non-disputing party submission. If leave to file a non-disputing party submission is granted, the Tribunal shall set an appropriate date for the disputing parties to respond in writing to the non-disputing party submission. By that date, the non-disputing Party may, pursuant to Article 35 (Participation by the Non-Disputing Party), address any issues of interpretation of this Agreement presented in the non-disputing party submission.Article 35 (Participation by the Non-Disputing Party), address any issues of interpretation of this Agreement presented in the non-disputing party submission.

7 . The Tribunal that grants leave to file a non-disputing party submission is not required to address the submission at any point in the arbitration, nor is the non-disputing party that files the submission entitled to make further submissions in the arbitration.

8 . Access to hearings and documents by non-disputing parties that file applications under these procedures shall be governed by the provisions pertaining to public access to hearings and documents under Article 38 (Public Access to Hearings and Documents).Article 38 (Public Access to Hearings and Documents).

Article 40. Governing Law

1 . A Tribunal established under this Section shall decide the issues in dispute in accordance with this Agreement and applicable rules of international law.

2 . Subject to the other terms of this Section, when a claim is submitted to arbitration for a breach of a legal stability agreement referred to in Articles 22 (3) and 23 (3), a Tribunal established under this Section shall apply:Articles 22 (3) and 23 (3), a Tribunal established under this Section shall apply:

(a) The rules of law specified in the legal stability agreement, or as the disputing parties may otherwise agree; or

(b) If the rules of law have not been specified or otherwise agreed:

(i) The law of the disputing Party, including its rules on the conflict of laws;9 and9 and

(ii) Such rules of international law as may be applicable.

3 . An interpretation by the Commission of a provision of this Agreement shall be binding on a Tribunal established under this Section, and any award under this Section shall be consistent with such interpretation.

Article 41. Interpretation of Annexes

1 . Where a disputing Party asserts as a defence that the measure alleged to be a breach is within the scope of a reservation or exception set out in Annex I, Annex II or Annex III, on request of the disputing Party, the Tribunal shall request the interpretation of the Commission on the issue. The Commission, within 60 days of delivery of the request, shall submit in writing its interpretation to the Tribunal.Annex I, Annex II or Annex III, on request of the disputing Party, the Tribunal shall

request the interpretation of the Commission on the issue. The Commission, within 60 days of delivery of the request, shall submit in writing its interpretation to the Tribunal.

2 . Further to Article 40(3) (Governing Law), a Commission interpretation submitted under paragraph 1 shall be binding on the Tribunal. If the Commission fails to submit an interpretation within 60 days, the Tribunal shall decide the issue.Article 40(3) (Governing Law), a Commission interpretation submitted under paragraph 1 shall be binding on the Tribunal. If the Commission fails to submit an interpretation within 60 days, the Tribunal shall decide the issue.

Article 42. Expert Reports

Without prejudice to the appointment of other kinds of experts where authorized by the applicable arbitration rules, a Tribunal, at the request of a disputing party or, unless the disputing parties disapprove, on its own initiative, may appoint one or more experts to report to it in writing on any factual issue concerning environmental, health, safety or other scientific matters raised by a disputing party in a proceeding, subject to such terms and conditions as the disputing parties may agree.

Article 43. Interim Measures of Protection

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 the measure alleged to constitute a breach referred to in Article 22 (Claim by an Investor of a Party on Its Own Behalf) or 23 (Claim by an Investor of a Party on Behalf of an Enterprise). For purposes of this paragraph, an order includes a recommendation.

Article 44. Final Award

1 . Where a Tribunal makes a final award against the disputing Party, the Tribunal may award, separately or in combination, only:

(a) Monetary damages and any applicable interest;

(b) Restitution of property, in which case the award shall provide that the disputing Party may pay monetary damages and any applicable interest in lieu of restitution.

The Tribunal may also award costs in accordance with the applicable arbitration rules.

2 . Subject to paragraph 1, where a claim is made under Article 23(1) (Claim by an Investor of a Party on Behalf of an Enterprise):paragraph 1, where a claim is made under Article 23(1) (Claim by an Investor of a Party on Behalf of an Enterprise):

(a) An award of monetary damages and any applicable interest shall provide that the sum be paid to the enterprise;

(b) An award of restitution of property shall provide that restitution be made to the enterprise; and

(c) The award shall provide that it is made without prejudice to any right that any person may have in the relief under applicable domestic law.

3 . A Tribunal may not order a disputing Party to pay punitive damages.

Article 45. Finality and Enforcement of an Award

1 . An award made by a Tribunal shall have no binding force except between the disputing parties and in respect of that particular case.

2 . Subject to paragraph 3 and the applicable review procedure for an interim award, a disputing party shall abide by and comply with an award without delay.paragraph 3 and the applicable review procedure for an interim award, a disputing party shall abide by and comply with an award without delay.

3 . A disputing party may not seek enforcement of a final award until:

(a) In the case of a final award made under the ICSID Convention:ICSID Convention:

(i) 120 days have elapsed from the date the award was rendered and no disputing party has requested revision or annulment of the award, or

(ii) Revision or annulment proceedings have been completed; and

(b) In the case of a final award under the ICSID Additional Facility Rules or the UNCITRAL Arbitration Rules:ICSID Additional Facility Rules or the UNCITRAL Arbitration Rules:

(i) 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

(ii) A court has dismissed or allowed an application to revise, set aside or annul the award and there is no further appeal.

4 . Each Party shall provide for the enforcement of an award in its territory.

5 . If the disputing Party fails to abide by or comply with a final award, the Commission, on delivery of a request by the Party of the disputing investor, shall establish an arbitral panel under Section D (State-to-State Dispute Settlement Procedures). The requesting Party may seek in such proceedings:Section D (State-to-State Dispute Settlement Procedures). The requesting Party may seek in such proceedings:

(a) A determination that the failure to abide by or comply with the final award is inconsistent with the obligations of this Agreement; and

(b) A recommendation that the disputing Party abide by or comply with the final award.

6 . A disputing investor may seek enforcement of an arbitration award under the ICSID Convention, the New York Convention or the Inter-American Convention regardless of whether proceedings have been taken under paragraph 5.ICSID Convention, the New York Convention or the Inter-American Convention regardless of whether proceedings have been taken under paragraph 5.

7 . 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 and Article I of the Inter-American Convention.Article I of the New York Convention and Article I of the Inter-American Convention.

Article 46. General

1 . Time when a Claim is Submitted to Arbitration

A claim is submitted to arbitration under this Section when:

(a) The request for arbitration under paragraph (1) of Article 36 of the ICSID Convention is received by the Secretary-General;paragraph (1) of Article 36 of the ICSID Convention is received by the Secretary-General;

(b) The notice of arbitration under Article 2 of Schedule C of the ICSID Additional Facility Rules is received by the Secretary-General; orArticle 2 of Schedule C of the ICSID Additional Facility Rules is received by the Secretary-General; or

(c) The notice of arbitration given under the UNCITRAL Arbitration Rules is received by the disputing Party.UNCITRAL Arbitration Rules is received by the disputing Party.

2 . Service of Documents

Delivery of notice and other documents on a Party shall be made to the place named for that Party below.

For Canada:

Office of the Deputy Attorney General of Canada

Justice Building

239 Wellington Street

Ottawa, Ontario

K1A 0H8, CANADA

For the Republic of Peru:

Dirección General de Asuntos de Economía

Internacional, Competencia e Inversión Privada

Ministerio de Economía y Finanzas

Jirón Lampa ♯ 277 piso 5

Lima 1, PERÚ

Article 47. Disputes between the Parties

1 . Either Party may request consultations on the interpretation or application of this Agreement. The other Party shall give sympathetic consideration to the request. Any dispute between the Parties concerning the interpretation or application of this Agreement shall, whenever possible, be settled amicably through consultations.

2 . If a dispute cannot be settled through consultations, it shall, at the request of either Party, be submitted to an arbitral panel for decision.

3 . An arbitral panel shall be constituted for each dispute. Within two months after receipt through diplomatic channels of the request for arbitration, each Party shall appoint one member to the arbitral panel. The two members shall then select a national of a third State who, upon approval by the two Parties, shall be appointed Chairman of the arbitral panel. The Chairman shall be appointed within two months from the date of appointment of the other two members of the arbitral panel.

4 . If within the periods specified in paragraph (3) of this Article the necessary appointments have not been made, either Party may invite the President of the International Court of Justice to make the necessary appointments. If the President is a national of either Party or is otherwise prevented from discharging the said function, the Vice-President shall be invited to make the necessary appointments. If the Vice-President is a national of either Party or is prevented from discharging the said function, the Member of the International Court of Justice next in seniority, who is not a national of either Party, shall be invited to make the necessary appointments.paragraph (3) of this Article the necessary appointments have not been made, either Party may invite the President of the International Court of Justice to make the necessary appointments. If the President is a national of either Party or is otherwise prevented from discharging the said function, the Vice-President shall be invited to make the necessary appointments. If the Vice-President is a national of either Party or is prevented from discharging the said function, the Member of the International Court of Justice next in seniority, who is not a national of either Party, shall be invited to make the necessary appointments.

5 . Arbitrators shall:

(a) Have expertise or experience in public international law, international trade or international investment rules, or the resolution of disputes arising under international trade or international investment agreements;

(b) Be independent of, and not be affiliated with or take instructions from, either Party; and

(c) Comply with any Code of Conduct for Dispute Settlement as agreed by the Commission.

6 . Where a Party claims that a dispute involves measures relating to financial institutions, or to investors or investments of such investors in financial institutions, then

(a) Where the disputing Parties are in agreement, the arbitrators shall, in addition to the criteria set out in paragraph 5, have expertise or experience in financial services law or practice, which may include the regulation of financial institutions; orparagraph 5, have expertise or experience in financial services law or practice, which may include the regulation of financial institutions; or

(b) Where the disputing Parties are not in agreement,

(i) Each disputing Party may select arbitrators who meet the qualifications set out in subparagraph (a), andsubparagraph (a), and

(ii) If the Party complained against invokes Articles 14(6) or 17, the chair of the panel shall meet the qualifications set out in subparagraph (a).Articles 14(6) or 17, the chair of the panel shall meet the qualifications set out in subparagraph (a).

7 . The arbitral panel shall determine its own procedure. The arbitral panel shall reach its decision by a majority of votes. Such decision shall be binding on both Parties. Unless otherwise agreed, the decision of the arbitral panel shall be rendered

within six months of the appointment of the Chairman in accordance with paragraphs (3) or (4) of this Article.paragraphs (3) or (4) of this Article.

8 . Each Party shall bear the costs of its own member of the panel and of its representation in the arbitral proceedings; the costs related to the Chairman and any remaining costs shall be borne equally by the Parties. The arbitral panel may, however, in its decision direct that a higher proportion of costs be borne by one of the two Parties, and this award shall be binding on both Parties.

9 . The Parties shall, within 60 days of the decision of a panel, reach agreement on the manner in which to resolve their dispute. Such agreement shall normally implement the decision of the panel. If the Parties fail to reach agreement, the Party bringing the dispute shall be entitled to compensation or to suspend benefits of equivalent value to those awarded by the panel.

Section E Final Provisions

Article 48. Consultations

A Party may request in writing consultation with the other Party regarding any actual or proposed measure or any other matter that it considers might affect the operation of this Agreement.

Article 49. Extent of Obligations

The Parties shall ensure that all necessary measures are taken in order to give effect to the provisions of this Agreement, including their observance, except as otherwise provided in this Agreement, by sub-national governments.

Article 50. Commission

1 . The Parties hereby agree to establish a Commission, comprising cabinet-level representatives of the Parties or their designees.

2 . The Commission shall:

(a) Supervise the implementation of this Agreement;

(b) Resolve disputes that may arise regarding its interpretation or application;

(c) Consider any other matter that may affect the operation of this Agreement; and

(d) Adopt a Code of Conduct for Arbitrators.

3 . The Commission may take such other action in the exercise of its functions as the Parties may agree, including amendment of the Code of Conduct for Arbitrators.

4 . The Commission shall establish its rules and procedures.

Article 51. Exclusions

The dispute settlement provisions of Sections C or D of this Agreement shall not apply to the matters referred to in Annex E.51 (Exclusions from Dispute Settlement).

Article 52. Application and Entry Into Force

1 . The Annexes hereto shall form integral parts hereof.

2 . Each Party shall notify the other in writing of the completion of the procedures required in its territory for the entry into force of this Agreement. This Agreement shall enter into force on the date of the latter of the two notifications.

3 . This Agreement shall remain in force unless either Party notifies the other Party in writing of its intention to terminate it. The termination of this Agreement shall become effective one year after notice of termination has been received by the other Party. In respect of investments or commitments to invest11 made prior to the date when the termination of this Agreement becomes effective, the provisions of Articles 1 to 51 inclusive, as well as paragraphs (1) and (2) of this Article, shall remain in force for a period of fifteen years.11 made prior to the date when the termination of this Agreement

becomes effective, the provisions of Articles 1 to 51 inclusive, as well as paragraphs (1) and (2) of this Article, shall remain in force for a period of fifteen years.

DONE in duplicate at this day of , 2006 in the English, French and Spanish languages, all texts being equally authentic.

FOR CANADA

FOR THE REPUBLIC OF PERU

For greater clarity, treatment "with respect to the establishment, acquisition, expansion, management, conduct, operation and sale or other disposition of investments" referred to in paragraphs 1 and 2 of Article 4 does not encompass dispute resolution mechanisms, such as those in Section C, that are provided for in international treaties or trade agreements.

The Parties confirm their shared understanding that:

(a) Indirect expropriation results from a measure or series of measures of a Party that has an effect equivalent to direct expropriation without formal transfer of title or outright seizure;

(b) The determination of whether a measure or series of measures of a Party constitutes an indirect expropriation requires a case-by-case, fact-based inquiry that considers, among other factors:

(i) The economic impact of the measure or series of measures, although the sole fact that a measure or series of measures of a Party has an adverse effect on the economic value of an investment does not establish that an indirect expropriation has occurred;

(ii) The extent to which the measure or series of measures interferes with distinct, reasonable investment-backed expectations; and

(iii) The character of the measure or series of measures;

(c) Except in rare circumstances, such as when a measure or series of measures is so severe in the light of its purpose that it cannot be reasonably viewed as having been adopted and applied in good faith, non-discriminatory measures of a Party that are designed and applied to protect legitimate public welfare objectives, such as health, safety and the environment, do not constitute indirect expropriation.

Section C Settlement of Disputes between an Investor and the Host Party

In the interest of facilitating the filing of waivers as required by Article 26 of this Agreement, and to facilitate the orderly conduct of the dispute resolution procedures set out in Section C, the following standard waiver forms shall be used, depending on the type of claim.

Claims filed under Article 22 (Claim by an investor of a Party on Its Own Behalf) must be accompanied by either Form 1, where the investor is a national of a Party, or Form 2, where the investor is a Party, a state enterprise thereof, or an enterprise of such Party.

Where the claim is based on loss or damage to an interest in an enterprise of the other Party that is a juridical person that the investor owns or controls directly or indirectly, either Form 1 or 2 must be accompanied by Form 3.

Claims made under Article 23 (Claim by an Investor of a Party on Behalf of an Enterprise) must be accompanied by either Form 1, where the investor is a national of a Party, or Form 2, where the investor is a Party, a state enterprise thereof, or an enterprise of such Party, and Form 4.

Form 1 Consent and waiver for an investor of a Party bringing a claim under Article 22 or Article 23 (where the investor is a national of a Party) of the Agreement between Canada and the Republic of Peru for the Promotion and Protection of Investments of (date of entry-into-force):

I, (Name of investor) , consent to arbitration in accordance with the procedures set out in this Agreement, and waive my right to initiate or continue before any administrative tribunal or court under the law of any Party to the Agreement, or other dispute settlement procedures, any proceedings with respect to the measure of (Name of disputing Party) that is alleged to be a breach referred to in Article 22 or Article 23, except for proceedings for injunctive, declaratory or other extraordinary relief, not involving the payment of damages, before an administrative tribunal or court under the law of (Name of disputing Party) .

(To be signed and dated)

Form 2 Consent and waiver for an investor of a Party bringing a claim under Article 22 or Article 23 (where the investor is a Party, a state enterprise thereof, or an enterprise of such Party) of the Agreement between Canada and the Republic of Peru for the Promotion and Protection of Investments of (date of entry-into-force):

I, (Name of declarant) , on behalf of (Name of investor) , consent to arbitration in accordance with the procedures set out in this Agreement, and waive the right of (Name of investor) to initiate or continue before any administrative tribunal or court under the law of any Party to the Agreement, or other dispute settlement procedures, any proceedings with respect to the measure of (Name of disputing Party) that is alleged to be a breach referred to in Article 22 or Article 23, except for proceedings for injunctive, declaratory or other extraordinary relief, not involving the payment of damages before an administrative tribunal or court under the law of (Name of disputing Party).

I hereby solemnly declare that I am duly authorised to execute this consent and waiver onbehalf of (Name of investor) .

(To be signed and dated)

Form 3 Waiver of an enterprise that is the subject of a claim by an investor of a Party under Article 22 of the Agreement between Canada and the Republic of Peru for the Promotion and Protection of Investments of (date of entry-into-force):

I, (Name of declarant) , waive the right of (Name of the enterprise) to initiate or continue before any administrative tribunal or court under the law of any Party to this Agreement, or other dispute settlement procedures, any proceedings with respect to the measure of (Name of disputing Party) that is alleged by (Name of investor) to be a breach referred to in Article 22, except for proceedings for injunctive, declaratory or other extraordinary relief, not involving the payment of damages, before an administrative tribunal or court under the law of (Name of disputing Party) .

I hereby solemnly declare that I am duly authorised to execute this waiver on behalf of(Name of the enterprise) .

(To be signed and dated)

Form 4 Consent and waiver of an enterprise that is the subject of a claim by an investor of a Party under Article 23 of the Agreement between Canada and the Republic of Peru for the Promotion and Protection of Investments of (date of entry-into-force):

I, (Name of declarant) , on behalf of (Name of enterprise) , consent to arbitration in accordance with the procedures set out in this Agreement, and waive the right of (Name of enterprise) to initiate or continue before any administrative tribunal or court under the law of any Party to the Agreement, or other dispute settlement procedures, any proceedings with respect to the measure of (Name of disputing Party) that is alleged by (Name of investor) to be a breach referred to in Article 23, except for proceedings for injunctive, declaratory or other extraordinary relief, not involving the payment of damages before an administrative tribunal or court under the law of (Name of disputing Party) .

I hereby solemnly declare that I am duly authorised to execute this consent and waiver onbehalf of (Name of the enterprise) .

(To be signed and dated)

1 . An investor of Canada may not submit to arbitration under Section C a claim that the Republic of Peru has breached an obligation under Section B:Section C a claim that the Republic of Peru has breached an obligation under Section B:

(a) On its own behalf under Article 22(1)(a), orArticle 22(1)(a), or

(b) On behalf of an enterprise of the Republic of Peru that is a juridical person that the investor owns or controls directly or indirectly under Article 23(1)(a),Article 23(1)(a),

If the investor or the enterprise, respectively, has alleged that breach of an obligation under Section B in proceedings before

a court or administrative tribunal of the Republic of Peru.

2 . An investor of Canada may not submit to arbitration under Section C a claim that the Republic of Peru has breached a legal stability agreement referred to in Articles 22(3) and 23(3):Section C a claim that the Republic of Peru has breached a legal stability agreement referred to in Articles 22(3) and 23(3):

(a) On its own behalf under Article 22(1)(b), orArticle 22(1)(b), or

(b) On behalf of an enterprise of the Republic of Peru that is a juridical person that the investor owns or controls directly or indirectly under Article 23(1)(b),Article 23(1)(b),

If the investor or the enterprise, respectively, has alleged that breach in proceedings before a court or administrative tribunal of the Republic of Peru or has submitted that claim to any other binding dispute settlement proceedings.

3 . For greater certainty, if an investor of Canada elects to submit:

(a) A claim described in paragraph 1 to a court or administrative tribunal of the Republic of Peru, orparagraph 1 to a court or administrative tribunal of the Republic of Peru, or

(b) A claim described in paragraph 2 to a court or administrative tribunal of the Republic of Peru or to any other binding dispute settlement proceedings,paragraph 2 to a court or administrative tribunal of the Republic of Peru or to any other binding dispute settlement proceedings,

That election shall be definitive and the investor may not thereafter submit the same claim to arbitration under Section C.

1 . The application for leave to file a non-disputing party submission shall:

(a) Be made in writing, dated and signed by the person filing the application, and include the address and other contact details of the applicant;

(b) Be no longer than 5 typed pages;

(c) Describe the applicant, including, where relevant, its membership and legal status (e.g., company, trade association or other non-governmental organization), its general objectives, the nature of its activities, and any parent organization (including any organization that directly or indirectly controls the applicant);e.g., company, trade association or other non-governmental organization), its general objectives, the nature of its activities, and any parent organization (including any organization that directly or indirectly controls the applicant);

(d) Disclose whether the applicant has any affiliation, direct or indirect, with any disputing party;

(e) Identify any government, person or organization that has provided any financial or other assistance in preparing the submission;

(f) Specify the nature of the interest that the applicant has in the arbitration;

(g) Identify the specific issues of fact or law in the arbitration that the applicant has addressed in its written submission;

(h) Explain, by reference to the factors specified in Article 39(4), why the Tribunal should accept the submission; andArticle 39(4), why the Tribunal should accept the submission; and

(i) Be made in a language of the arbitration.

2 . The submission filed by a non-disputing party shall:

(a) Be dated and signed by the person filing the submission;

(b) Be concise, and in no case longer than 20 typed pages, including any appendices;

(c) Set out a precise statement supporting the applicant's position on the issues; and

(d) Only address matters within the scope of the dispute.

Section D State-to-State Dispute Settlement Procedures

1 . A decision by Canada following a review under the Investment Canada Act, with respect to whether or not to permit an acquisition that is subject to review, shall not be subject to the dispute settlement provisions under Sections C or D of this Agreement.Investment Canada Act, with respect to whether or not to permit an acquisition that is subject to review, shall not be subject to the dispute settlement provisions under Sections C or D of this Agreement.

2 . Issues relating to the administration or enforcement of Canada's Competition Act, its regulations, policies and practices, or any successor legislation, policies and practices and any decision pursuant to the Competition Act made in any cases or patterns of cases by the Commissioner of Competition, Attorney General of Canada, the Competition Tribunal, the responsible Minister or the courts, shall not be subject to the dispute settlement provisions under Sections C or D of this Agreement.Competition Act, its regulations, policies and practices, or any successor legislation, policies and practices and any decision pursuant to the Competition Act made in any cases or patterns of cases by the Commissioner of Competition, Attorney General of Canada, the Competition Tribunal, the responsible Minister or the courts, shall not be subject to the dispute settlement provisions under Sections C or D of this Agreement.

3 . Issues relating to the administration or enforcement of Peru's Legislative Decree N° 701, Law 26876 , and Supreme Decree N° 039-2000-ITINCI to the extent that it relates to false or misleading representations and deceptive marketing practices, their regulations, policies and practices, or any successor legislation, policies and practices and any decision pursuant to Legislative Decree N° 701, Law 26876, and Supreme Decree N° 039-2000-ITINCI to the extent that it relates to false or misleading representations and deceptive marketing practices made in any cases or patterns of cases by the Instituto Nacional de Defensa de la Competencia y de la Protección de la Propiedad Intelectual12 (INDECOPI) or the Ministerio Público13, the responsible Minister or the courts, shall not be subject to the dispute settlement provisions under Sections C or D of this Agreement.Peru's Legislative Decree N° 701, Law 26876 , and Supreme Decree N° 039-2000-ITINCI to the extent that it relates to false or misleading representations and deceptive marketing practices, their regulations, policies and practices, or any successor legislation, policies and practices and any decision pursuant to Legislative Decree N° 701, Law 26876, and Supreme Decree N° 039-2000-ITINCI to the extent that it relates to false or misleading representations and deceptive marketing practices made in any cases or patterns of cases by the Instituto Nacional de Defensa de la Competencia y de la Protección de la Propiedad Intelectual12 (INDECOPI) or the Ministerio Público13, the responsible Minister or the courts, shall not be subject to the dispute settlement provisions under Sections C or D of this Agreement.13, the responsible Minister or the courts, shall not be subject to the dispute settlement provisions under Sections C or D of this Agreement.

4 . A decision by a Party to prohibit or restrict the acquisition of an investment in its territory by an investor of the other Party, or its investment, pursuant to Article 10(4) shall not be subject to the provisions of Sections C or D of this Agreement.Article 10(4) shall not be subject to the provisions of Sections C or D of this Agreement.

Headnote

1 . The Schedule of a Party sets out, pursuant to Article 9 (1), the reservations taken by that Party with respect to existing measures by a Party that do not conform with obligations imposed by:Article 9 (1), the reservations taken by that Party with respect to existing measures by a Party that do not conform with obligations imposed by:

(a) Article 3 (National Treatment);Article 3 (National Treatment);

(b) Article 4 (Most-Favoured-Nation Treatment);Article 4 (Most-Favoured-Nation Treatment);

(c) Article 6 (Senior Management, Boards of Directors and Entry of Personnel);Article 6 (Senior Management, Boards of Directors and Entry of Personnel);

(d) Article 7 (Performance Requirements).Article 7 (Performance Requirements).

2 . Each reservation sets out the following elements:

(a) Sector refers to the general sector in which the reservation is taken;Sector refers to the general sector in which the reservation is taken;

(b) Sub-Sector refers to the specific sector in which the reservation is taken;Sub-Sector refers to the specific sector in which the reservation is taken;

(c) Industry Classification refers, where applicable, to the activity covered by the reservation according to domestic industry classification codes;Industry Classification refers, where applicable, to the activity covered by the reservation according to domestic industry classification codes;

(d) Type of Reservation specifies the obligation referred to in paragraph 1 for which a reservation is taken;Type of Reservation specifies the obligation referred to in paragraph 1 for which a reservation is taken;

(e) Measures identifies the laws, regulations or other measures, as qualified, where indicated, by the Description element, for which the reservation is taken. A measure cited in the Measures element:Measures identifies the laws, regulations or other measures, as qualified, where indicated, by the Description element, for which the reservation is taken. A measure cited in the Measures element:

(i) Means the measure as amended, continued or renewed as of the date of entry into force of this Agreement, and

(ii) Includes any subordinate measure adopted or maintained under the authority of and consistent with the measure;

(f) Description sets out the non-conforming aspects of the existing measures for which the reservation is taken. It may also set out commitments for liberalization.Description sets out the non-conforming aspects of the existing measures for which the reservation is taken. It may also set out commitments for liberalization.

3 . In the interpretation of a reservation, all elements of the reservation shall be considered. A reservation shall be interpreted in the light of the relevant provisions of the Articles against which the reservation is taken. To the extent that:

(a) The Measures element is qualified by a liberalization commitment from the Description element, the Measures element as so qualified shall prevail over all other elements; andMeasures element is qualified by a liberalization commitment from the Description element, the Measures element as so qualified shall prevail over all other elements; and

(b) The Measures element is not so qualified, the Measures element shall prevail over all other elements, unless any discrepancy between the Measures element and the other elements considered in their totality is so substantial and material that it would be unreasonable to conclude that the Measures element should prevail, in which case the other elements shall prevail to the extent of that discrepancy.Measures element is not so qualified, the Measures element shall prevail over all other elements, unless any discrepancy between the Measures element and the other elements considered in their totality is so substantial and material that it would be unreasonable to conclude that the Measures element should prevail, in which case the other elements shall prevail to the extent of that discrepancy.

4 . The listing of a measure in this Annex is without prejudice to a future claim that Annex II may apply to the measure or some application of the measure.Annex is without prejudice to a future claim that Annex II may apply to the measure or some application of the measure.

5 . For the purposes of this Annex:Annex:

CPC means Central Product Classification (CPC) numbers as set out in Statistical Office of the United Nations, Statistical Papers, Series M, No. 77, Provisional Central Product Classification, 1991; and

SIC means Standard Industrial Classification (SIC) numbers as set out in Statistics Canada, Standard Industrial Classification, fourth edition, 1980.

Schedule of Canada

Sector:

Headnote

1 . The Schedule of a Party sets out, pursuant to Article 9 (2), the reservations taken by that Party with respect to specific sectors, sub-sectors or activities for which it may maintain existing, or adopt new or more restrictive, measures that do not conform with obligations imposed by:Article 9 (2), the reservations taken by that Party with respect to specific sectors, sub-sectors or activities for which it may maintain existing, or adopt new or more restrictive, measures that do not conform with obligations imposed by:

(a) National Treatment (Article 3);Article 3);

(b) Most-Favoured-Nation Treatment (Article 4);Article 4);

(c) Senior Management, Boards of Directors and Entry of Personnel (Article 6);Article 6);

(d) Performance Requirements (Article 7);Article 7);

2 . Each reservation sets out the following elements:

(a) Sector refers to the general sector in which the reservation is taken;Sector refers to the general sector in which the reservation is taken;

(b) Sub-Sector refers to the specific sector in which the reservation is taken;Sub-Sector refers to the specific sector in which the reservation is taken;

(c) Industry Classification refers, where applicable, to the activity covered by the reservation according to domestic industry classification codes;Industry Classification refers, where applicable, to the activity covered by the reservation according to domestic industry classification codes;

(d) Type of Reservation specifies the obligation referred to in paragraph 1 for which a reservation is taken;Type of Reservation specifies the obligation referred to in paragraph 1 for which a reservation is taken;

(e) Description sets out the scope of the sector, sub-sector or activities covered by the reservation; andDescription sets out the scope of the sector, sub-sector or activities covered by the reservation; and

(f) Existing Measures identifies, for transparency purposes, existing measures that apply to the sector, sub-sector or activities covered by the reservation.Existing Measures identifies, for transparency purposes, existing measures that apply to the sector, sub-sector or activities covered by the reservation.

3 . In the interpretation of a reservation, all elements of the reservation shall be considered. The Description element shall prevail over all other elements.Description element shall prevail over all other elements.

4 . For the purposes of this Annex:Annex:

CPC means Central Product Classification (CPC) numbers as set out in Statistical Office of the United Nations, Statistical Papers, Series M, No. 77, Provisional Central Product Classification, 1991; and

SIC means Standard Industrial Classification (SIC) numbers as set out in Statistics Canada, Standard Industrial Classification, fourth edition, 1980.

Schedule of Canada

Sector:

1 . Article 4 shall not apply to treatment accorded under all bilateral or multilateral international agreements in force or signed prior to the date of entry into force of this Agreement.Article 4 shall not apply to treatment accorded under all bilateral or multilateral international agreements in force or signed prior to the date of entry into force of this Agreement.

2 . Article 4 shall not apply to treatment by a Party pursuant to any existing or future bilateral or multilateral agreement:Article 4 shall not apply to treatment by a Party pursuant to any existing or future bilateral or multilateral agreement:

(a) Establishing, strengthening or expanding a free trade area or customs union; or

(b) Relating to:

(i) Aviation;

(ii) Fisheries;

(iii) Maritime matters, including salvage.

3 . For greater certainty, Article 4 shall not apply to any current or future foreign aid programme to promote economic development, whether under a bilateral agreement, or pursuant to a multilateral arrangement or agreement, such as the OECD Agreement on Export Credits.Article 4 shall not apply to any current or future foreign aid programme to promote economic development, whether under a bilateral agreement, or pursuant to a multilateral arrangement or agreement, such as the OECD Agreement on Export Credits.