

# Investment Agreement between the Republic of Chile and the Oriental Republic of Uruguay

## Article 1. Definitions

For the purposes of this Agreement:

(a) TRIPS Agreement means the Agreement on Trade-Related Aspects of Intellectual Property Rights contained in Annex I-C to the WTO Agreement;

(b) Center means the International Center for Settlement of Investment Disputes (ICSID) established by the ICSID Convention;

(d) New York Convention means the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, held at New York on 10 June 1958;

(d) The ICSID Convention means the Convention on the Settlement of Investment Disputes between States and Nationals of Other States, done at Washington on 18 March 1965;

(e) Defendant means the Party that is party to a dispute relating to an investment;

(f) claimant means an investor of a Party that is party to a dispute relating to investments with the other Party;

(g) an enterprise means any entity incorporated or organized under the laws of any Party, whether or not for profit, whether privately owned or government owned, including corporations, branches, trusts, holdings, sole proprietorship, Joint ventures or other partnerships;

(h) State enterprise means a company owned or controlled, in whole or in the majority, by a Party, for the purpose of conducting business activities;

(i) an enterprise of a Party means a business incorporated or organized under the law of a Party and a branch located in the territory of a Party which carries on business in the territory of a Party;

(j) shall be effective as of the date of entry into force of this Agreement;

(k) Financial institution means any financial intermediary or other enterprise that is authorized to do business and is regulated or supervised as a financial institution in accordance with the law of the Party in whose territory it is located;

(l) investment means any asset owned or controlled by an investor, directly or indirectly, that has the characteristics of an investment, including such features as the commitment of capital or other resources, the expectation of profits or profits, Or the assumption of risk. The forms that an investment can take include:

(i) an enterprise;

(ii) shares, capital and other forms of equity participation in a company;

(iii) bonds, debentures, loans and other debt instruments (1); but does not include a debt instrument of a Party or a State enterprise;

(iv) futures, options and other derivatives;

(v) contractual rights, including turnkey contracts, construction, management, production, concession, revenue sharing;

(vi) intellectual property rights;

(vii) rights granted in accordance with domestic law, such as concessions, licenses, authorizations, and permits (2); and

(viii) other tangible or intangible, movable or immovable rights and related property rights, such as leases, mortgages, liens and pledges;

But investment does not mean an order or judgment entered in a judicial or administrative process;

(m) covered investment means, in respect of a Party, an investment existing in its territory by an investor of the other Party at the date of entry into force of this Agreement or established, acquired, or expanded subsequently;

(n) investor of a non-Party means, in respect of a Party, an investor that it intends to carry out, is carrying out or has made an investment in the territory of that Party, and is not an investor of any of the parts;

(ñ) an investor of a Party means a Party or an enterprise of the Party's State, or a national or enterprise of that Party, which has the purpose of realizing (3), is making or has made an investment in the territory of the other Party; Whereas, however, a natural person who has dual nationality will be considered exclusively a national of the State of his dominant and effective nationality;

(o) measure means any law, regulation, procedure, requirement or practice;

(p) freely usable currency means the currency of free use, as determined in accordance with the Articles of Agreement of the International Monetary Fund;

(q) national means a natural person having the nationality of a Party:

(i) with respect to Chile, a Chilean (a) as defined in the Political Constitution of the Republic of Chile or a permanent resident of Chile; and

(ii) with respect to Uruguay, a natural person who holds Uruguayan citizenship, in accordance with its legislation;

(r) Non-disputing party means the Party that is not a party to a dispute relating to an investment;

(s) the disputing party means either the plaintiff or the defendant;

(t) disputing parties means the plaintiff and the defendant;

(u) person means a natural or physical person, or a company;

(v) a person of a Party means a national or an enterprise of a Party;

(w) UNCITRAL Arbitration Rules means the Arbitration Rules of the United Nations Commission on International Trade Law;

(x) ICSID Additional Facility Rules means the Regulation of the Supplementary Mechanism for Procedural Administration by the Secretariat of the International Center for Settlement of Investment Disputes;

(y) Secretary-General means the Secretary-General of ICSID;

(z) territory means:

(i) with respect to Chile, land, sea and air space and the exclusive economic zone and the continental shelf on which it exercises sovereign rights and jurisdiction in accordance with international law and its domestic legislation; and

(ii) with respect to Uruguay, terrestrial space, internal waters, territorial sea and airspace under its sovereignty and the exclusive economic zone and continental shelf on which it exercises sovereign rights and jurisdiction in accordance with international law; and

(ab) Court means an arbitral tribunal established under Articles 20 or 26.

(1) Some forms of debt, such as bonds, debentures and long-term notes, are more likely to have the characteristics of an investment, while other forms of debt, such as immediate maturity that are the result of the sale of goods and services, have these characteristics.

(2) The fact that a particular right conferred under domestic law, such as that mentioned in subparagraph (vii), has the characteristics of an investment depends on factors such as the nature and extent of the rights of the holder in accordance with the domestic legislation of the Party. Among the rights that do not have the characteristics of an investment are those that do not generate rights protected by domestic legislation. For greater certainty, the foregoing is without prejudice to the fact that an asset associated with such right has the characteristics of an investment.

(3) For greater certainty, it is understood that an investor intends to make an investment when he has performed the essential acts necessary

to realize such investment, such as the channelling of resources for the constitution of the capital of a company, obtaining permits or licenses, among others.

## **Article 2. Scope of Application (4) (5) (6)**

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

(A) the investors of the other Party;

(B) investments covered; and

(C) with respect to Articles 7 and 14, all investments in the territory of the Party.

2. This Agreement does not apply to measures taken or maintained by one Party in relation to investors of the other Party and investments of such investors in financial institutions in the territory of the Party.

3. For greater certainty, the requirement of a Party that a service provider of the other Party deposits a security or other form of financial security as a condition for providing a service in its territory does not itself make this Agreement applicable to the provision Cross-border of this service. This Agreement applies to the treatment granted by that Party to the deposit or financial guarantee deposited, to the extent that such security or financial guarantee is a covered investment.

4. This Agreement does not apply to any act or fact which took place, or any situation arising, before the date of entry into force of this Agreement, except as provided in Annex C.

(4) For greater certainty, this Agreement is subject to and will be interpreted in accordance with Annexes A to F.

(5) For greater certainty, this Agreement does not apply to measures directly governing public procurement.

(6) For greater certainty, a service provider who has established a commercial presence in the territory of the other Party shall enjoy all rights and protections provided for in this Agreement to the extent that such service provider is considered an investor in accordance with To the provisions of Article 1.

## **Article 3. National Treatment**

1. Each Party shall accord to investors of the other Party treatment no less favorable than that it accords in similar circumstances to its own investors in connection with the establishment, acquisition, expansion, administration, conduct, operation and sale or otherwise Of disposition of the investments in its territory.

2. Each Party shall accord to covered investments treatment no less favourable than that it accords, under similar circumstances, to investments in its territory by its own investors in connection with the establishment, acquisition, expansion, administration, conduct, operation and sale or another form of disposition of the investments.

## **Article 4. Most-favored-nation Treatment (7)**

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

2. Each Party shall accord to covered investments treatment no less favorable than that it accords, under similar circumstances, to investments in its territory by investors of any non-Party in respect of the establishment, acquisition, expansion, administration, Conduction, operation and sale or other form of disposition of investments.

(7) For greater certainty, the Parties agree that Article 4 is not applicable to procedural or jurisdictional matters such as those included in Section B of this Agreement. The Parties further confirm their understanding that Article 4 should be interpreted and applied in accordance with the ejusdem generis principle.

## **Article 5. Minimum Level of Treatment (8)**

1. Each Party shall accord to covered investments a treatment consistent with customary international law, including fair and equitable treatment, as well as full protection and security.
2. For greater certainty, paragraph 1 prescribes that the minimum level of treatment of foreigners under customary international law is the minimum level of treatment that will be accorded to covered investments. The concepts of "fair and equitable treatment" and "full protection and security" do not require additional treatment or beyond that required by that level, and do not create additional substantive rights. The obligation in paragraph 1 to grant:
  - (a) "fair and equitable treatment" includes the obligation not to deny justice in criminal, civil or administrative proceedings, in accordance with the principle of due process incorporated into the principal legal systems of the world; Y
  - (b) "full protection and security" requires each Party to provide the level of police protection required by customary international law.
3. The determination that another provision of this Agreement, or other international agreement, has been violated does not establish that this Article has been violated.

(8) The Parties confirm their common understanding that "customary international law" results from a general and consistent practice of States, followed by them in the sense of a legal obligation. The minimum level of treatment of aliens under customary international law refers, in respect of this Agreement, to all principles of customary international law that protect the economic rights of aliens.

## **Article 6. Treatment In the Event of a Dispute**

1. Subject to the provisions of Article 9.6, each Party shall accord to investors of the other Party and to covered investments non-discriminatory treatment with respect to the measures it adopts or maintains in relation to losses suffered by investments in its territory Due to armed conflicts or civil strife.
2. Each Party shall accord to investors of the other Party who have suffered losses in connection with their investments in the territory of the other Party due to armed conflict, revolution, insurrection, civil disturbance or any other similar event, treatment in relation to Restitution, compensation, compensation or any other agreement which is no less favorable than that accorded to its own investors or to investors of a non-Party.
3. Paragraph 1 does not apply to existing measures relating to subsidies or grants that would be inconsistent with Article 3 except for Article 9.6

## **Article 7. Performance Requirements**

1. Neither Party may impose or enforce any of the following requirements or enforce any obligation or commitment in connection with the establishment, acquisition, expansion, administration, conduct, operation or sale or any other disposition of an investment Of an investor of a Party or of a non-Party in its territory to:
  - (a) export a certain level or percentage of goods or services;
  - (b) achieve a certain degree or percentage of national content;
  - (c) acquire, use or give preference to goods produced in its territory, or acquire goods from persons in its territory;
  - (d) relate in any way the volume or value of imports with the volume or value of exports, or the amount of the foreign exchange inflows associated with such investment;
  - (e) restrict sales in its territory of the goods or services that such investment produces or lends, relating in any way such sales to the volume or value of its exports or to the profits generated in foreign currency;
  - (f) transferring to a person in its territory a particular technology, a productive process or other knowledge of its property; or
  - (g) act as the exclusive supplier from the Party's territory of the goods it produces or the services it provides for a specific regional market or the world market.
2. Neither Party may condition the receipt of an advantage or continue to receive it in connection with the establishment, acquisition, expansion, administration, conduct, operation, or sale or any other disposition of an investment in its Territory of an investor of a Party or of a non-Party to the fulfillment of any of the following requirements:

- (a) achieve a certain degree or percentage of national content;
- (b) acquire, use or give preference to goods produced in its territory, or acquire goods from persons in its territory;
- (c) relate, in any form, the volume or value of imports with the volume or value of exports, or the amount of the foreign exchange inflows associated with such investment; or
- (d) restricting sales in its territory of the goods or services that such investment produces or lends, relating in any way such sales to the volume or value of their exports or to the profits they generate in foreign currency.

3. (a) Nothing in paragraph 2 shall be construed as an impediment to

That a Party conditions the receipt of an advantage or the continuation of its receipt in connection with an investment in its territory by an investor of a Party or a non-Party to the fulfillment of requirements of location of production, Provision of services, training or employment of workers, construction or extension of particular facilities, or carrying out research and development in its territory.

(b) paragraph 1 (f) does not apply:

(i) where a Party authorizes the use of an intellectual property right under the TRIPS Agreement; or

(ii) where the requirement is imposed or the obligation or commitment is enforced by a court or administrative court or competition authority, to remedy a practice that has been determined following a judicial or administrative proceeding as anticompetitive under the laws Of competence of Part (9).

(c) provided that such measures are not applied arbitrarily or unjustifiably, or do not constitute a disguised restriction on international trade or investment, paragraphs 1 (b), (c) and (f), and paragraphs 2 (a) And (b) shall not be construed to prevent a Party from adopting or maintaining measures, including those of an environmental nature:

(i) necessary to ensure compliance with laws and regulations that are not inconsistent with the provisions of this Agreement;

(ii) necessary to protect human, animal or plant life or health; or

(iii) relating to the preservation of non-renewable natural resources.

(d) Paragraphs 1 (a), (b) and (c) and paragraphs 2 (a) and (b) shall not apply to the requirements for the classification of goods or services in respect of promotional Exports and external aid; and

(e) Paragraphs 2 (a) and (b) shall not apply to requirements imposed by an importing Party with respect to the contents of the goods necessary to qualify for preferential tariffs or quotas.

4. For greater certainty, paragraphs 1 and 2 shall not apply to any requirements other than those referred to in those paragraphs.

5. This Article does not exclude the application of any commitment, obligation or requirement between private parties where a Party has not imposed or required the commitment, obligation or requirement.

(9) The Parties recognize that a patent does not necessarily confer market power.

## **Article 8. Senior Executives and Boards**

1. No Party may require that an enterprise of that Party, in so far as it is a covered investment, designates individuals of a particular nationality to hold senior management positions.

2. Without prejudice to paragraph 1, a Party may require that a majority of the members of a board of directors or any committee of such board of directors of an enterprise of that Party that is a covered investment be of a nationality in Or resident in the territory of the Party, provided that the requirement does not significantly impair the ability of the investor to exercise control of its investment.

## **Article 9. Non-conforming Measures**

1. Articles 3, 4, 7 and 8 shall not apply to:

(A) any existing non-conforming measure that is maintained by a Party in:

- (i) the government or central level authorities of a Party, as stipulated by that Party in its Schedule of Annex I; or
  - (ii) a local-level government of a Party;
- (B) the continuation or prompt renewal of any non-conforming measure referred to in subparagraph (a); or
- (C) an amendment to any non-conforming measure referred to in subparagraph (a) provided that such amendment does not diminish the conformity of the measure, as it was in force immediately prior to the amendment, with Articles 3, 4, 7 and 8.
2. Articles 3, 4, 7 and 8 shall not apply to any measure that a Party adopts or maintains in relation to sectors, subsectors or activities, as set out in its Schedule in Annex II.
3. No Party may require, pursuant to any measure taken after the date of entry into force of this Agreement and included in its Schedule to Annex II, an investor of the other Party, by reason of its nationality, Has any other way of an existing investment at the time the measure comes into force.
4. Article 3 does not apply to any measure that a Party adopts or maintains, in relation to the sectors, sub-sectors or activities, as indicated in its Schedule of Annex III.
5. Articles 3 and 4 shall not apply to any measure derogating from or derogating from the obligations provided for in Articles 3 and 4 of the TRIPS Agreement, as specifically provided for in those Articles and in Article 5 of the TRIPS Agreement On TRIPS.
6. Articles 3, 4 and 8 do not apply to subsidies or assignments granted by a Party, including government-backed loans, guarantees and insurance.

## **Article 10. Transfers (10)**

1. Each Party shall permit all transfers related to a covered investment to be made freely and without delay to and from its territory. These transfers include:
- (a) capital contributions;
  - (b) profits, dividends, interest, capital gains, royalty payments, administrative expenses, technical assistance and other charges;
  - (c) the proceeds from the sale or liquidation, total or partial, of the investment covered;
  - (d) payments made under a contract to which the investor or covered investment is a party, including payments made under a loan agreement;
  - (e) payments made in accordance with paragraphs 1 and 2 of Article 6 and with Article 11; and
  - (f) payments arising out of a dispute.
2. Each Party shall permit transfers relating to a covered investment to be made in a freely usable currency at the exchange rate prevailing on the market on the date of transfer.
3. Neither Party may require its investors to transfer, or penalize its investors who do not transfer, the income, profits and profits or other amounts derived from or attributable to investments in the territory of the other Party.
4. Without prejudice 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 protection of the rights of creditors;
  - (b) issuance, trading or securities, futures or derivatives transactions;
  - (c) criminal offenses;
  - (d) financial reports or transfer records when necessary to assist in compliance with the law or with regulatory financial authorities; or
  - (e) ensuring compliance with orders or rulings in judicial, administrative or judicial proceedings.

(10) For greater certainty, Article 10 is subject to Annex B.

## **Article 11. Expropriation and Compensation (11)**

1. No Party shall expropriate or nationalize a covered investment, either directly or indirectly, through measures equivalent to expropriation or nationalization ("expropriation"), unless it is:

(a) because of public utility;

(b) in a non-discriminatory manner;

(c) by prompt, adequate and effective payment of compensation in accordance with paragraphs 2 to 4; and

(d) in accordance with the principle of due process.

2. The compensation shall:

(a) be paid without delay;

(b) be equivalent to the fair market value of the expropriated investment immediately prior to the expropriation ("expropriation date");

(c) not reflect any change in value because the intention to expropriate was known in advance of the date of expropriation; and

(d) be fully liquidable and freely transferable.

3. If the fair market value is denominated in a freely usable currency, the compensation paid shall not be less than the fair market value at the date of the expropriation, plus interest at a commercially reasonable rate for that currency, accrued since the date of expropriation until the date of payment.

4. If the fair market value is denominated in a currency that is not freely usable, the indemnity paid - converted into the currency of payment at the exchange rate prevailing in the market on the date of payment - shall not be less than:

(a) the fair market value at the date of the expropriation converted into a freely usable currency at the exchange rate prevailing on the market at that date; plus

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

5. This Article does not apply to the delivery of compulsory licenses or to the revocation or limitation or creation of intellectual property rights, to the extent that such revocation or limitation or creation is compatible with the TRIPS Agreement or other agreement on Intellectual property rights of which they are both Parties.

(11) For greater certainty, Article 11 shall be interpreted in accordance with Annex A.

## **Article 12. Special Formalities and Information Requirements**

1. Nothing in Article 3 shall be construed to prevent a Party from adopting or maintaining a measure which prescribes special formalities in connection with a covered investment such as a requirement that investors be residents of the Party or that covered investments be constituted pursuant to the laws or regulations of the Party, provided that such formalities do not significantly impair the protections afforded by a Party to an investor of the other Party and to covered investments pursuant to this Agreement.

2. Notwithstanding the provisions of Articles 3 and 4, a Party may require an investor of the other Party or a covered investment to provide information relating to such investment solely for informational or statistical purposes. The Party shall protect from any disclosure information that is confidential, which could adversely affect the competitive situation of the investor or the covered investment. Nothing in this paragraph shall be construed as an impediment for a Party to obtain or disclose information concerning the equitable and good faith application of its domestic law.

## **Article 13. Denial of Benefits**

Subject to notice and prior consultation, a Party may deny the benefits of this Agreement to an investor of the other Party and to that investor's investments if the investor is a company:

- (a) owned or controlled by persons of a non-Party or by an investor of the Party denying the benefits; and
- (b) has no substantial business activities in the territory of the other Party.

## **Article 14. Investment and Environment**

Nothing in this Agreement shall be construed as an impediment for a Party to adopt, maintain or enforce any measure consistent with this Agreement which it deems appropriate to ensure that investment activities in its territory are carried out taking into account its environmental powers.

## **Article 15. Taxation**

1. Except as provided in this Article, nothing in this Agreement shall impose obligations with respect to tax measures.
2. Nothing in this Agreement shall affect the rights and obligations of any Party deriving from any tax convention. In the event of any inconsistency between this Agreement and any of these Conventions, the provisions of such agreement shall prevail to the extent of the inconsistency. In the case of a tax agreement concluded between the Parties, the competent agreement, shall be solely responsible for determining whether there is any inconsistency between this Agreement and that agreement.
3. Article 11 shall apply to all taxation measures except that a claimant claiming that a tax measure involves an expropriation may file a claim for arbitration under Section B only if:
  - (a) the claimant has first referred in writing to the competent tax authorities of both Parties the question of whether such tax measure involves expropriation; and
  - (b) within one hundred and eighty (180) days after such referral, the competent tax authorities of both Parties do not agree that the tax measure is not an expropriation.
4. For the purposes of this Article:
  - (a) "competent tax authorities" means:
    - (i) with respect to Chile, the Director of the Internal Revenue Service; Y
    - (ii) with respect to Uruguay, the Director of the Tax Adviser of the General Secretariat Directorate of the Ministry of Economy and Finance; Y
  - (b) "tax agreement" means an agreement, or any other international tax agreement to avoid double taxation.

## **Section B. Investor-state Dispute Settlement**

### **Article 16. Consultations and Negotiations**

1. In the event of a dispute concerning an investment, the plaintiff and the respondent must first try to settle the dispute through consultations and negotiations, which may include the use of non-binding third party procedures. Such consultations should be initiated by a written request for consultation, sent by the complainant to the respondent.
2. The disputing parties shall endeavour to begin consultations within 60 days of the respondent's receipt of the request for consultations unless otherwise agreed by the disputing parties.
3. In order to resolve a dispute concerning an investment through consultations, the claimant shall make every reasonable effort to provide the respondent, prior to the commencement of the consultations, with information concerning the factual and legal grounds of the dispute. The aforementioned controversy.
4. For greater certainty, the initiation of consultations and negotiations should not be considered as an acknowledgement of the court's jurisdiction.

### **Article 17. Submission of a Claim to Arbitration**



1. If a dispute concerning an investment has not been settled within six (6) months following the receipt by the respondent of the request for consultations:

(a) the claimant, in his own name, may submit to arbitration a claim, in accordance with this Section, alleging:

(i) that the defendant has violated an obligation under Section A; and

(ii) that the plaintiff has suffered losses or damages by virtue of or as a result of said breach;

(b) the claimant, on behalf of an enterprise of the defendant that is a legal person owned by the plaintiff or under its direct or indirect control, may, in accordance with this Section, submit to arbitration a claim alleging:

(i) that the defendant has violated an obligation under Section A; and

(ii) that the company has suffered losses or damages by virtue of said violation

Or as a result of this.

2. At least ninety (90) days before a claim is submitted to arbitration under this Section, the claimant shall deliver to the defendant written notice of his intention to submit the claim to arbitration ("notice of intent"). The notification shall specify:

(a) the name and address of the claimant and, where the claim is submitted on behalf of an undertaking, the name, address and place of incorporation of the undertaking;

(b) for each claim, the provision of this Agreement alleged to have been breached and any other relevant provision;

(c) the issues of fact and law on which each claim is based; and

(d) the repair requested and the approximate amount of damages claimed.

3. The claimant may submit the claim referred to in paragraph 1:

(a) in accordance with the ICSID Convention, provided that both the non-disputing and the respondent are parties to the ICSID Convention;

(b) in accordance with the ICSID Additional Facility Rules, provided that the non-disputing Party or the respondent, but not both, are parties to the ICSID Convention;

(c) in accordance with the UNCITRAL Arbitration Rules; or

(d) if the disputing parties so agree, to any other arbitration institution or in accordance with any other arbitration regulation.

4. A claim shall be deemed to be submitted to arbitration under this Section when the notice or request for arbitration ("notice of arbitration"):

(a) referred to in paragraph 1 of Article 36 of the ICSID Convention is received by the Secretary-General;

(b) referred to in Article 2 of Annex C of the ICSID Supplementary Mechanism Rules is received by the Secretary-General;

(c) referred to in Article 3 of the UNCITRAL Arbitration Rules, together with the writ of claim referred to in Article 18 of the UNCITRAL Arbitration Rules, is received by the defendant; or

(d) to which any arbitral institution or any other arbitration rules chosen pursuant to paragraph 3 (d) refer, is received by the respondent.

5. The arbitration rules applicable in accordance with paragraph 3, and which are in force on the date the claim or claims have been submitted to arbitration under this Section, shall govern the arbitration except to the extent that it is modified by this arbitration Agreement.

6. The claimant shall deliver in the notice of arbitration referred to in paragraph 4:

(a) the name of the arbitrator appointed by the complainant; or

(b) the plaintiff's written consent for the Secretary-General to name the plaintiff's arbitrator.

## **Article 18. Consent of Each Party to Arbitration**

1. Each Party consents to submit a claim to arbitration under this Section and in accordance with this Agreement.
2. The consent referred to in paragraph 1 and the submission of the claim to arbitration under this Section shall comply with the requirements indicated in:
  - (a) Chapter II of the ICSID Convention (Jurisdiction of the Center) and the Rules of the ICSID Additional Facility for the written consent of the parties to the dispute; or
  - (b) Article II of the New York Convention for a "written agreement".

## **Article 19. Conditions and Limitations on the Consent of Each Party**

1. No claim may be submitted to arbitration under this Section if more than three (3) years have elapsed from the date on which the claimant had or should have been aware of the alleged violation, in accordance with Article 17.1 and on the knowledge that the claimant (for claims under Article 17.1 (a)), or the company (for claims under Article 17.1 (b)) suffered loss or damage.
2. No claim may be submitted to arbitration under this Section unless:
  - (a) the complainant consents in writing to submit to arbitration, in accordance with the procedures set forth in this Agreement; and
  - (b) the notice of arbitration is attached:
    - (i) the complainant's written waiver, for claims submitted to arbitration under Article 17.1 (a),
    - (ii) the written resignations of the claimant and the company, for claims submitted to arbitration under Article 17.1 (b);of any right to initiate before a court, tribunal or administrative tribunal subject to the law of any Party, or other dispute settlement procedures, any action with respect to measures alleged to constitute a breach under Article 17.1.
3. No claim may be submitted to arbitration if the claimant, under Article 17.1(a) or 17.1(b), has alleged a breach of an obligation under Section A in a proceeding before a court, tribunal, or administrative tribunal of a Party, or in any other binding dispute settlement proceeding. For greater certainty, if an investor chooses to file a claim for type described above before a court of law, tribunal or administrative proceeding of a Party, or in another dispute settlement disputes, that choice will be final and the investor may not subsequently submit the claim to arbitration under with this Section.
4. Notwithstanding paragraph 2(b), the claimant (for claims Article 17.1(a)) and the claimant or the company (for claims brought under Article 17.1(b)) may initiate or continue an action in which the application of interim relief, and not involving payment of damages monetary matters before a court of law, tribunal or administrative tribunal of the defendant, provided that the action is brought solely for the purpose of preserve the rights and interests of the claimant or the company as long as the arbitration is pending.

## **Article 20. Selection of Arbitrators**

1. Unless the disputing parties otherwise agree, the tribunal shall consist of 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, and who must be a national of a third country.
2. The arbitrators shall have expertise in investment and experience in public international law or international trade, and be independent and not be bound or instructed by either Party or the claimant.
3. Where a tribunal does not form part of a period of seventy-five (75) days from the date on which the claim is submitted to arbitration, the Secretary-General, in accordance with this Section and at the request of a disputing party, shall designate, At its discretion, the arbitrator or arbitrators who have not yet been appointed. The Secretary-General may not designate a national of any of the Parties as an arbitrator unless the disputing parties so agree.
4. For the purposes of Article 39 of the ICSID Convention and Article 7 of Annex C of the ICSID Additional Facility Rules and without prejudice to objecting to an arbitrator for reasons beyond nationality:
  - (a) the defendant accepts the appointment of each member of the tribunal established under the ICSID Convention or the ICSID Additional Facility Rules;
  - (b) the claimant referred to in Article 17.1 (a) may submit a claim under this Section to arbitration only on the condition that

the claimant gives written consent to the appointment of each member of the tribunal; and

(c) the claimant referred to in Article 17.1 (b) may submit a claim to arbitration under this Section only on the condition that the claimant and the enterprise express their written consent to the designation of each of the Members of the court.

5. The disputing parties may establish rules regarding the expenses incurred by the court, including the remuneration of the arbitrators.

6. Without prejudice to paragraph 5:

(a) the costs of arbitration shall be borne in equal parts by the disputing parties, unless the tribunal decides otherwise; and

(b) the current ICSID rate for arbitrators shall apply.

7. When an arbitrator appointed under this Section waives, dies, is refused or becomes unable to serve as such, even without the consent of the court of which he was a member, a successor shall be appointed in the same manner as for appointment of the Original arbitrator and shall have all authority and obligations as the original arbitrator.

## **Article 21. Conduct of Arbitration**

1. The disputing parties may agree on the legal seat in which any arbitration is to be held in accordance with the applicable arbitration rules in accordance with Article 17.3 (b), (c) or (d). In the absence of agreement between the disputing parties, the tribunal shall determine that place in accordance with the applicable arbitration rules, provided that the place is in the territory of a State which is a party to the New York Convention.

2. Unless the disputing parties agree otherwise, Spanish must be the official language to be used in all arbitration proceedings, including all hearings, submissions, decisions and awards.

3. After consultation with the disputing parties, the court may allow a person or entity that is not a disputing party to make written submissions of *amicus curiae* in connection with a matter within the scope of the dispute. In determining whether or not to accept such submissions, the court shall consider, *inter alia*, the extent to which:

(a) the presentation of *amicus curiae* assists the court in determining a fact or law related to the proceeding by providing a perspective, particular knowledge or reasoning different from that of the disputing parties;

(b) the presentation of *amicus curiae* refers to an issue within the scope of the dispute;

(c) the holder of the *amicus curiae* filing is identified and any party, government, person or organization other than the holder of the presentation who has provided or will provide any financial or other assistance in the preparation of the presentation; and

(d) the *amicus curiae* has a relevant interest in the proceeding.

The court shall ensure that the filing of an *amicus curiae* shall not disrupt the proceedings or unduly encumber or injure any disputing party. The court shall ensure that the disputing parties are given an opportunity to present their observations to the *amicus curiae* submissions.

4. A court shall hear and decide as a preliminary question any objection of the respondent that the claim filed has no legal merit, without prejudice to the faculty of the court to hear other objections as preliminary issues, such as an objection that the dispute is not found Within the jurisdiction or jurisdiction of the court. For this purpose:

(a) the objection shall be submitted to the court as soon as possible after its constitution, and in no case after the date fixed by the court for the respondent to submit his response to the application (or in the case of a change of The notice of arbitration referred to in Article 17.4, the date that the court determines for the respondent to submit its response to the amendment);

(b) at the time of receipt of an objection under this paragraph, the court shall suspend any action on the merits of the litigation, establish a timetable for consideration of the objection that will be compatible with any schedule that has been established for consideration Of any other preliminary question, and shall issue a decision or award on said objection, stating the grounds thereof;

(c) when deciding on an objection under this paragraph, the court

Shall assume as factual the factual arguments presented by the claimant in support of any claim included in the notice of arbitration (or any modification thereof) and, in disputes submitted under the UNCITRAL Arbitration Rules, As referred to in

Article 18 of the UNCITRAL Arbitration Rules. The court may also consider any other material fact that is not the subject of controversy; Y

(d) the defendant does not waive any objection to the jurisdiction or jurisdiction of the court or any substantive argument, simply because it has made an objection under this paragraph or makes use of the expedited procedure established in the following paragraph.

5. In the event that the defendant so requests within forty-five (45) days following the constitution of the court, the court shall decide, on an expedited basis, on an objection in accordance with paragraph 4 or any other Objection that the dispute is not within the jurisdiction or jurisdiction of the court. The court shall suspend any action on the merits of the litigation, and shall issue, not later than one hundred and fifty (150) days after the date of the request, a decision or award on said objection (s), stating the bases of these. However, if a disputing party requests a hearing, the court may take thirty (30) additional days to issue the decision or award. Regardless of whether a hearing has been requested, the court may, by demonstrating an extraordinary reason, delay the issuance of its decision or award for a brief additional period of time, which may not exceed thirty (30) days.

6. Where the court decides on a respondent's objection under paragraphs 4 or 5, it may, if warranted, grant the winning disputing party costs and reasonable attorneys' fees incurred in filing the objection or To oppose it. In determining whether such award is warranted, the court shall consider whether the plaintiff's claim or the respondent's objections were frivolous, and shall afford the disputing parties reasonable opportunity to submit their comments.

7. The defendant may not claim as a defence, counterclaim or any other claim that the claimant has received or will receive compensation or other compensation for all or part of the alleged damages, under an insurance or guarantee contract.

8. The court may order an interim measure of protection to preserve the rights of a disputing party, or for the purpose of ensuring or protecting the full exercise of jurisdiction or jurisdiction of the court, including an order to preserve evidence Held by or under the control of a disputing party. The court may not order the attachment or prevent the application of a measure that is considered a violation referred to in Article 17. For the purposes of this paragraph, the order includes a recommendation.

9. At the request of any of the disputing parties, the court, before issuing the award of liability, shall communicate its proposed award to the disputing parties and to the non-disputing party. Within a period of sixty (60) days from the announcement of the said proposal of an award, only the disputing parties may submit written comments to the court in relation to any aspect of its proposal of the award. The tribunal shall consider such comments and render its award no later than forty-five (45) days after the expiration of the sixty (60) day period for comment.

10. Upon written notice to the disputing parties, the non-disputing Party may make a submission to the tribunal on any question of interpretation of this Agreement.

11. The non-disputing Party receiving confidential information under Article 22.1 shall treat the information as if it were a disputing party.

## **Article 22. Transparency of Arbitration Proceedings**

1. In accordance with paragraphs 2 and 4, the respondent shall, upon receipt of the following documents, promptly transmit them to the non-disputing Party and make them available to the public at their cost:

- (a) the notification of intent referred to in Article 17.2;
- (b) the notice of arbitration referred to in Article 17.4; and
- (c) awards, preliminary objections and precautionary measures.

2. The tribunal shall conduct open hearings to the public and shall determine, in consultation with the disputing parties, the relevant logistical arrangements. However, any disputing party intending to use information classified as confidential business information or privileged information or otherwise protected from disclosure in accordance with the law of a Party shall, at a hearing, inform the court. The court will make appropriate arrangements to protect disclosure information, including closing the hearing during any discussion of confidential information.

3. Nothing in this Section requires the respondent to disclose information that impedes law enforcement or insider information or otherwise is protected from disclosure in accordance with the law of a Party or that provides or permits access To information which it may retain in accordance with Article 30.

4. Information that is designated as confidential information shall be limited to any sensitive factual information that is not available to the public.

5. Confidential commercial information or privileged information or otherwise protected from disclosure in accordance with the law of a Party shall, if such information is presented to the court, be protected from disclosure in accordance with the following procedures:

(a) subject to subparagraph (d), neither the disputing parties nor the court shall disclose to the non-disputing Party or to the public any confidential business information or privileged information or otherwise protected from disclosure under the law of a Party, where the disputing party providing the information so clearly designates it in accordance with subparagraph (b);

(b) any disputing party claiming that certain information constitutes confidential business information or privileged information or is otherwise protected from disclosure in accordance with the law of a Party shall clearly designate it at the time of its submission to the court;

(c) a disputing party shall at the same time present a document containing information alleged to be confidential business information or privileged information or otherwise protected from disclosure in accordance with the law of a Party, submit an edited version of the document that does not contain the information. Only the edited version shall be made available to the public and in accordance with paragraph 1; and

(d) the court shall rule on any objection in relation to the designation of information determined as confidential business information or privileged information or otherwise protected from disclosure in accordance with the law of a Party. If the court determines that such information was not properly designated, the disputing party submitting the information may:

(i) withdraw all or part of the presentation containing such information; or

(ii) agree to re-submit full and drafted documents with designations corrected in accordance with the court's determination and sub-paragraph (c).

In any event, the other disputing party shall, as appropriate, resubmit complete and redacted documents, either by omitting or redesignating the information withdrawn in accordance with sub-paragraph (d) (i) and sub-paragraph (d) (ii) respectively, of the disputing party who first submitted the information.

6. A disputing party may disclose to other persons related to the arbitral procedure such confidential documents as it deems necessary for the preparation of the case, but will require that any confidential information contained in these documents be protected.

7. Nothing in this Section shall authorize the respondent to deny access to the public to information that, according to its law, must be disclosed.

## **Article 23. Applicable Law**

1. Subject to paragraph 2, where a claim is made in accordance with Article 17.1 (a) or Article 17.1 (b), the tribunal shall decide the issues in dispute in accordance with this Agreement and the applicable rules of international law.

2. A joint decision by the Parties in which they declare their interpretation of a provision of this Agreement shall be binding on the court and any decision or award rendered by a court shall be consistent with that joint decision.

## **Article 24. Interpretation of Annexes**

1. Where the defendant submits as a defense that the measure alleged to be in breach is within the scope of a non-conforming measure set out in Annexes I, II or III, the court shall, at the request of the defendant, request the interpretation of The Parties on the matter. The Parties shall submit to the court in writing a joint decision to include their interpretation, within sixty (60) days of delivery of the request.

2. The decision issued by the Parties under paragraph 1 shall be binding upon the court and any award shall be consistent with that joint decision. If the Parties do not issue such a decision within a period of sixty (60) days, the court shall decide on the matter.

## **Article 25. Expert Reports**

Without prejudice to the designation of other experts when authorized by the applicable arbitration rules, the tribunal may, at the request of a disputing party or on its own initiative, unless the disputing parties do not accept it, may designate one or

more experts to Inform in writing any questions of fact relating to environmental, health, safety or other scientific matters raised by a disputing party in a proceeding, in accordance with such terms and conditions as the disputing parties agree.

## **Article 26. Consolidations of Procedures**

1. In cases where two or more separate claims under Article 17.1 have been submitted to arbitration and the claims raise a question of fact or law in common and arise from the same facts or circumstances, any disputing party may treat to obtain an order of consolidation in accordance with the agreement of all the disputing parties in respect of which the order of consolidation is sought or with the terms of paragraphs 2 to 10.

2. The disputing party intending to obtain a consolidation order in accordance with this Article shall deliver a written request to the Secretary-General and to all the disputing parties in respect of which the consolidation order is sought and shall specify in that request the following:

- (a) the name and address of all disputing parties in respect of which the order of consolidation is sought;
- (b) the nature of the requested consolidation order; and
- (c) the basis on which the application is supported.

3. Unless the Secretary-General determines, within thirty (30) days of receipt of a request pursuant to paragraph 2, that the request is manifestly unfounded, a tribunal shall be established under this Article.

4. Subject to paragraph 5, unless all the disputing parties in respect of which the arrest warrant is sought agree otherwise, the court established pursuant to this Article shall be composed of three (3) arbitrators:

- (a) an arbitrator appointed by mutual agreement of the claimants;
- (b) an arbitrator appointed by the defendant; and
- (c) the presiding arbitrator appointed by the Secretary-General, considering, without

However, the presiding arbitrator shall not be a national of either Party.

5. If, within sixty (60) days of receipt by the Secretary-General of the request made pursuant to paragraph 2, the respondent or the complainants do not appoint an arbitrator under paragraph 4, the Secretary-General, at the request of any disputing party in respect of which the order of consolidation is sought, shall designate the arbitrator or arbitrators who have not yet been appointed. If the Defendant fails to appoint an arbitrator, the arbitrator appointed by the Secretary-General may be a national of the Defendant, and if the Defendants do not designate an arbitrator, the arbitrator appointed by the Secretary-General may be a national of the non-disputing Party.

6. Where a tribunal established under this Article has found that two or more claims under Article 17.1 that raise a question of law or fact in common and arise out of the same events or circumstances have been submitted to arbitration, the tribunal may, in the interest of fair and efficient resolution of the claims, and after hearing the disputing parties, by order:

- (a) assume jurisdiction, hear and decide all or part of the claims together;
- (b) assume jurisdiction, hear and decide one or more claims, the determination of which it considers would contribute to the resolution of the others; or
- (c) instruct a previously established tribunal under Article 19 to assume jurisdiction and to hear and decide jointly on all or part of the claims provided that:
  - (i) that court, at the request of any plaintiff who has not previously been a disputing party to that court, is reinstated with its original members, unless the arbitrators are named by the claimants under paragraphs 4 and 5; and
  - (ii) that court decides whether to repeat any prior hearing.

7. Where a tribunal has been established under this Article, a claimant who has submitted a claim to arbitration under Article 17.1 and whose name is not mentioned in a request made under paragraph 2 may make a written request to the tribunal that the claimant is included in any order made under paragraph 6, and shall specify in the request:

- (a) the name and address of the claimant;
- (b) the nature of the requested accumulation order; and

(c) the grounds on which the application is based.

The complainant shall deliver a copy of his application to the Secretary-General.

8. The tribunal established under this Article shall direct the proceedings in accordance with the provisions of the UNCITRAL Arbitration Rules, except as modified by this Section.

9. A tribunal established under Article 18 shall not have jurisdiction to settle a claim, or part thereof, in respect of which a tribunal established or instructed in accordance with this Article has assumed jurisdiction.

10. At the request of a disputing party, a tribunal established in accordance with this Article may, pending its decision under paragraph 6, order that proceedings of a tribunal established under Article 20 be deferred, unless the latter Court has suspended its proceedings.

## **Article 27. Awards**

1. Where a court makes a final award that is unfavourable to the defendant, the court may award, separately or in combination, only:

(a) pecuniary damages and interest thereon; and

(b) restitution of property, in which case the award will provide that the defendant may pay pecuniary damages, plus interest that proceeds instead of restitution.

The court may award attorneys' fees and costs in accordance with this Section and with applicable arbitration rules.

2. Subject to paragraph 1, when a claim under Article 17.1 (b) is submitted to arbitration:

(a) the award that provides for the restitution of property shall provide that restitution be granted to the company;

(b) the award that grants pecuniary damage and interest that proceeds, shall provide that the sum of money be paid to the company; and

(c) the award shall provide that it is issued without prejudice to any right that any person has on the repair under the applicable domestic law.

3. A court may not order a disputing party to pay punitive damages.

4. The award rendered by a court shall be binding only on the disputing parties and only on the specific case.

5. Subject to paragraph 6 and the review procedure applicable to a provisional award, the disputing party shall abide by and comply with the award without delay.

6. The disputing party may not request the execution of the final award until:

(a) in the case of a final award rendered in accordance with the ICSID Convention:

(i) one hundred and twenty (120) days have passed since the date on which the award was rendered and no disputing party has requested a review or annulment thereof; or

(ii) have completed the review or annulment proceedings; and

(b) in the case of a final award rendered in accordance with the ICSID Additional Facility Rules, UNCITRAL Arbitration Rules and standards chosen pursuant to Article 17.3 (d):

(i) ninety (90) days have elapsed since the date on which the award was rendered and no disputing party has commenced a proceeding to review, revoke or annul it; or

(ii) a court has dismissed or admitted a request for review, revocation or annulment of the award and this ruling can not be appealed.

7. Each Party shall provide for the due enforcement of an award within its territory without delay.

8. If the defendant breaches or fails to abide by a final award, once a petition has been submitted by the non-disputing Party, a court shall be established under Article 3 of Schedule F. Notwithstanding other remedies available under the applicable rules of International law, the requesting Party may request in such proceedings:

(a) a determination that non-compliance or non-compliance with the final award is inconsistent with the obligations of this Agreement; or

(b) a recommendation that the respondent comply with or abide by the final award.

9. A disputing party may resort to the enforcement of an arbitral award in accordance with the ICSID Convention or the New York Convention, whether or not the proceedings referred to in the preceding paragraph have been initiated.

10. For the purposes of Article 1 of the New York Convention, the claim submitted to arbitration under this Section shall be deemed to arise from a trade relationship or transaction.

## **Article 28. Submission of Documents**

The delivery of the notification and other documents to a Party shall be made at the place designated by the Party in Annex E.

## **Article 29. Transparency**

1. Each Party shall ensure that its laws and regulations relating to any matter covered by this Agreement are published without delay and, where possible, electronically.

2. To the extent possible, each Party shall:

(a) publish in advance the measures referred to in paragraph 1 that it proposes to adopt; and

(b) provide the persons concerned and the other Party with a reasonable opportunity to comment on the proposed measures.

3. At the request of the other Party, a Party shall provide information and promptly respond, through the contact points, with questions regarding any existing or planned measures that the requesting Party considers to be likely to materially affect the operation of this Agreement or Otherwise substantially affect its interests under this Agreement, without prejudice to whether the requesting Party has been notified in advance of such action.

4. For the purposes of this Article, the following points of contact are designated:

(a) in the case of Chile, the Department of Services, Investments and Air Transport of the General Directorate of International Economic Relations, Ministry of Foreign Affairs, or its successor; and

(b) in the case of Uruguay, the Commercial Policy Adviser of the General Secretariat Directorate of the Ministry of Economy and Finance, or his successor.

5. Each Party shall maintain, in accordance with its laws and regulations, the confidentiality of the information provided confidentially by the other Party in accordance with this Article.

6. Nothing in this Article shall be construed to require a Party to provide or permit access to information the disclosure of which would prevent law enforcement or would otherwise be contrary to the public interest or would prejudice legitimate business interests of companies Public or private.

## **Article 30. Security Exceptions**

Nothing in this Agreement shall be construed as:

(a) require a Party to provide the disclosure of information which it considers to be contrary to its essential security interests;

(b) prevent a Party from taking any action it deems necessary for the protection of its essential security interests:

(i) relating to fissionable and fissile materials or to those from which they are derived;

(ii) relating to the traffic in arms, ammunition and warlike instruments and to the traffic in other goods and materials of this type, or relating to the provision of services, carried out directly or indirectly for the purpose of supplying or supplying a military establishment; or

(iii) taken in time of war or other emergencies in international relations; or



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

## **Article 31. Measures to Safeguard the Balance of Payments**

1. If a Party experiences or threatens serious external balance of payments and financial difficulties, it may adopt or maintain restrictive measures in respect of payments and transfers.
2. Restrictive measures taken or maintained under paragraph 1 shall:
  - (a) be applied on a non-discriminatory basis;
  - (b) be applied in accordance with Articles of Agreement (or Agreement) of the International Monetary Fund;
  - (c) avoid unnecessarily injuring the commercial, economic and financial interests of the other Party;
  - (d) not to exceed what is necessary to meet the circumstances referred to in paragraph 1; and
  - (e) be temporary and phase out as the situation referred to in paragraph 1 improves.
3. In determining the impact of such restrictions, the Parties may give priority to those economic sectors which are most necessary for their economic development, but such restrictions shall not be adopted or maintained in order to protect a particular sector.
4. Restrictive measures taken or maintained by a Party under paragraph 1 or modifications thereto may be promptly notified to the other Party.
5. A Party which applies or maintains any restrictive measure in accordance with paragraph 1 shall promptly consult with the other Party in order to review the restrictions adopted or maintained by the other Party.

## **Article 32. Future Negotiations**

1. The Parties understand that no commitments have been made in respect of investors of the other Party and investments of such investors in financial institutions in the territory of the Party.
2. Except as otherwise agreed by the Parties, not later than two (2) years after the entry into force of this Agreement, the Parties shall enter into negotiations to include an Annex to regulate investments in paragraph 1.

## **Article 33. Settlement of Disputes between States**

Disputes arising between the Parties with respect to the interpretation, application or implementation of the provisions contained in this Agreement shall be submitted to the dispute settlement mechanism set out in Annex F.

## **Article 34. Attachments and Footnotes**

The Annexes and footnotes to this Agreement form an integral part of this Agreement.

## **Article 35. Entry Into Force**

1. The entry into force of this Agreement is subject to the completion of the necessary domestic legal procedures of each Party.
2. This Agreement shall enter into force sixty (60) days after the date on which the Parties exchange written notifications indicating that the above procedures have been completed or at such other time as the Parties may agree.

## **Article 36. Termination**

1. Any Party may terminate this Agreement by giving written notice to the other Party. The denunciation of this Agreement shall take effect one hundred and eighty (180) days after the date of said notification.
2. Notwithstanding paragraph 1, with respect to investments made prior to the date on which the denunciation becomes effective, the provisions of this Agreement shall remain in force for a period of ten (10) years Of that date.

## **Article 37. Accession**

1. In compliance with the provisions of the Montevideo Treaty of 1980, this Agreement is open to accession by prior negotiation of the other member countries of the Latin American Integration Association (ALADI).
2. The adhesion will be formalized once its terms have been negotiated between the Parties and the acceding country, by means of the conclusion of an Additional Protocol to this Agreement that will come into force thirty (30) days after being deposited in the General Secretariat of ALADI.

## **Article 38. Modifications**

1. The Parties may agree in writing to modify or add to this Agreement.
2. Amendments and additions agreed upon and approved in advance in accordance with the necessary domestic legal procedures of each Party shall constitute an integral part of this Agreement. Such modifications shall enter into force forty-five (45) days after the date on which the Parties exchange written notifications indicating that the above procedures have been completed or such other period as the Parties may agree.

In witness whereof, the undersigned, being duly authorized by their respective Governments, sign this Agreement in two equally authentic copies, in the city of Montevideo, on the twentieth day of March of the year two thousand and ten.

FOR THE REPUBLIC OF CHILE

FOR THE EASTERN REPUBLIC OF URUGUAY

## **Annex A. Expropriation**

The Parties confirm their common understanding that:

1. An act or series of acts of a Party may not constitute an expropriation unless it interferes with a tangible or intangible right of ownership or with the essential attributes or faculties of the domain of an investment.
2. Article 11 addresses two situations. The first is direct expropriation, where an investment is nationalized or otherwise expropriated directly through the formal transfer of the title or the right of dominion.
3. The second situation addressed by Article 11.1 is indirect expropriation, where an act or a series of acts of a Party have an effect equivalent to that of a direct expropriation without the formal transfer of the title or the right of dominion. For this purpose:
  - (a) the determination of whether an act or a series of acts of a Party, in a specific situation, constitutes an indirect expropriation, requires a factual investigation, on a case-by-case basis, to consider inter alia:
    - (i) the economic impact of the governmental act, although the fact that an act or series of acts of a Party has an adverse effect on the economic value of an investment does not, on its own, provide that an indirect expropriation has occurred;
    - (ii) the extent to which government action interferes with unequivocal and reasonable investment expectations; and
    - (iii) the nature of government action.
  - (b) except in exceptional circumstances, non-discriminatory regulatory acts of a Party that are designed and applied to protect legitimate public welfare objectives, such as public health, safety and the environment, do not constitute indirect expropriation.

## **Annex B. Transfers**

### **Chile**

1. Chile reserves the right of the Central Bank of Chile to maintain or adopt measures in accordance with its Constitutional

Organic Law (Law 18.840) or other legal norms to ensure the stability of the currency and the normal functioning of internal and external payments. The regulation of the amount of money and credit in circulation, the execution of credit operations and international changes, as well as the issuance of standards in monetary financial credit and international changes. These measures include, inter alia, the establishment of requirements that restrict or limit current payments and transfers from or to Chile, as well as transactions related to them, such as establishing that deposits, investments or credits that come or are destined to the outside are subject to the obligation to maintain a reserve.

2. Notwithstanding paragraph 1, the requirement to maintain a reserve in accordance with Article 49 No. 2 of Law 18,840 may not exceed thirty percent (30%) of the amount transferred and may not be imposed for a longer period than two years.

3. In applying the measures under this Annex, Chile, as provided for in its legislation, shall not discriminate between Uruguay and any third country in respect of operations of the same nature.

## **Annex C. Termination of the bilateral investment treaty**

1. Without prejudice to Article 11.3 of the Agreement between the Republic of Chile and the Oriental Republic of Uruguay for the Reciprocal Promotion and Protection of Investments and the provisions of paragraph 2 of this Annex, the Parties agree that the "Agreement between the Republic of Chile and the Oriental Republic of Uruguay for the Reciprocal Promotion and Protection of Investments" and its Protocol, hereinafter "APPI", signed in Santiago, Chile, on October 26, 1995, will terminate on the date of entry into force of this Agreement, as well as all rights and obligations derived from APPI.

2. Any investment made in accordance with the provisions of the APPI, in a period prior to the entry into force of this Agreement, shall be governed by the rules of that agreement in respect of any act, fact or situation arising during the validity of this Agreement. An investor may only submit a claim to arbitration in accordance with Article 8 of the APPI, for acts, facts or situations originated during the validity of said agreement, in accordance with the rules and procedures established in the APPI and provided that no more than Three (3) years from the date of entry into force of this Agreement.

## **Annex D. Decree law 600**

### **Chile**

1. Decree Law 600 (1974), the Statute of Foreign Investment, is a voluntary and special investment regime for Chile.

2. Alternatively to the ordinary regime of capital inflows to Chile, to invest in Chile, potential investors may request the Foreign Investment Committee to be subject to the regime established by Decree Law 600.

3. The obligations and commitments contained in this Agreement do not apply to Decree Law 600, Foreign Investment Statute, Law 18,657 on Foreign Capital Investment Funds, to the continuation or prompt renewal of such laws and amendments thereto or any special and / or voluntary investment regime that may be adopted in the future by Chile.

4. For greater certainty, the Foreign Investment Committee of Chile has the right to reject investment requests through Decree Law 600 and Law 18,657. In addition, the Foreign Investment Committee of Chile has the right to regulate the terms and conditions to which foreign investment will be subject that are made according to Decree Law 600 and Law 18,657.

## **Annex E. Filing of documentation**

### **Chile**

The notifications and other documents will be delivered to:

Directorate General of International Economic Relations of the Ministry of Foreign Affairs of the Republic of Chile Teatinos 180 Santiago, Chile

### **Uruguay**

The notifications and other documents will be delivered to:

General Directorate for International Economic Affairs, Mercosur and Integration of the Ministry of Foreign Affairs of the Oriental Republic of Uruguay Colonia 1206 Montevideo, Uruguay

## **Annex F. Settlement of disputes between the parties**

## **1. Scope**

Disputes arising between the Parties with respect to the interpretation, application or implementation of the provisions contained in this Agreement shall be subject to the dispute settlement procedure set forth in this Annex.

## **2. Direct Negotiations**

1. The Parties shall seek to resolve disputes by conducting direct negotiations, which will lead to a mutually satisfactory solution.
2. In order to initiate the procedure, either Party shall request in writing, through diplomatic channels to the other Party, direct negotiations. The request shall include the reasons on which it is based, the identification of the measure in question and the legal basis of the claim.
3. The Party receiving the request for direct negotiations shall respond to the request within ten (10) days after the date of its receipt.
4. The Parties shall exchange the information necessary to facilitate direct negotiations.
5. These negotiations may not be extended for more than thirty (30) days, counted from the date of receipt of the formal request to initiate them, unless the parties agree to extend that term.
6. Direct negotiations under this Article shall be confidential.
7. The Parties shall make every effort to reach a mutually satisfactory resolution of the matter through direct negotiations under this Article.

## **3. Establishment of Arbitral Tribunals**

1. If the Parties fail to resolve the matter within the time limit set forth in Article 2.5, the complaining Party that requested the direct negotiations may request in writing the establishment of an arbitral tribunal.
2. The request for the establishment of an arbitral tribunal shall identify the specific measure in question and the factual and legal grounds of the claim.
3. The arbitral tribunal shall be established and shall perform its functions in accordance with the provisions of this Annex.
4. The date of establishment of the arbitral tribunal shall be the date on which the president is appointed.

## **4. Terms of Reference of Arbitral Tribunals**

Unless the parties otherwise agree within twenty (20) days following the date of receipt of the request for the establishment of the arbitral tribunal, the terms of reference of the arbitral tribunal shall be:

"To examine, in the light of the relevant provisions of this Agreement, the matter indicated in the request for the establishment of an arbitral tribunal under Article 3; Make findings of fact and of law, determining in a sound manner whether or not the measure is in conformity with the Agreement, and issue an award to resolve the dispute. "

## **5. Composition of Arbitral Tribunals and Selection of Arbitrators**

1. The arbitral tribunal shall be composed of three (3) arbitrators.
2. Each Party shall designate, within thirty (30) days following the date of receipt of the request for the establishment of the arbitral tribunal, an arbitrator who may be of its own nationality and shall propose up to three (3) candidates to act as Third arbitrator, who shall be the president of the arbitral tribunal. The third arbitrator may not be a national of any of the Parties, nor have his habitual residence in any of the Parties, nor be dependent on any of the Parties, nor have participated in any way in the dispute.
3. The Parties shall agree and designate the third arbitrator within forty-five (45) days from the date of receipt of the request for the establishment of the arbitral tribunal, taking into consideration the candidates proposed in accordance with paragraph 2.

4. If a Party has not designated an arbitrator in accordance with paragraph 2, or if the Parties fail to agree to appoint the third arbitrator in accordance with paragraph 3, that arbitrator or arbitrators shall be selected by lot by the Secretary-General of ALADI within seven (7) days following the expiration of the established deadlines, among the candidates proposed in accordance with paragraph 2.

5. All arbitrators shall:

(a) have expertise in investment and experience in international law or commerce;

(b) be chosen strictly on the basis of their objectivity, reliability and good judgment;

(c) be independent, not be bound and not receive instructions from the government of any of the Parties; and

(d) comply with the code of conduct outlined in the Rules of Procedure referred to in the Appendix to this Annex.

6. In the event of resignation, incapacity or death of any of the arbitrators appointed in accordance with this Article, a successor shall be appointed within fifteen (15) days in accordance with the designation procedure provided for in paragraphs 2, 3 And 4, which will be applied respectively mutatis mutandis. The successor shall have all the authority and the same obligations as the original arbitrator. The procedure of the arbitral tribunal shall be suspended from the date on which the original arbitrator resigns, becomes incapacitated or dies and resumes on the date on which the successor is appointed.

7. In the event of the situations provided for in Articles 9, 10.3 and 11.2 of this Annex, when the arbitral tribunal can not be constituted with the original members, the procedure provided for in paragraphs 2, 3 and 4 shall be applied to complete its integration.

## **6. Procedures of Arbitral Tribunals**

1. The arbitral tribunal shall meet behind closed doors.

2. The Parties shall have the opportunity to provide at least one written submission and to witness any of the submissions, statements or replies during the proceedings. Any information or written submission submitted by a Party before the arbitral tribunal and the answers to the questions of the arbitral tribunal shall be made available to the other Party.

3. The arbitral tribunal shall consult with the Parties as appropriate and provide adequate opportunities for the development of a mutually satisfactory solution.

4. Subject to such terms and conditions as the Parties may agree upon within ten (10) days thereafter, the arbitral tribunal may seek information from any relevant source and consult experts to seek its opinion or advice on Aspects of the matter. The arbitral tribunal shall provide the Parties with a copy of any opinion or advice obtained, giving the opportunity for comment.

5. The deliberations of the arbitral tribunal and the documents delivered shall be confidential.

6. Notwithstanding paragraph 5, any Party may make public statements of its views in the dispute, but shall treat as confidential the information and written submissions submitted by the other Party to the arbitral tribunal it has qualified as confidential.

## **7. Suspension or Termination of Proceedings**

1. The parties may agree to suspend arbitration at any time for a period not exceeding twelve (12) months from the date of the joint communication to the arbitral tribunal's president, interrupting the computation of the terms by the arbitrator. For such suspension. If the arbitration procedure is suspended for more than twelve (12) months, the proceeding initiated shall be terminated unless the parties agree otherwise.

2. The Parties may agree to terminate the arbitral proceedings by joint notification to the arbitral tribunal president at any time prior to the notification of the arbitral award to the Parties.

## **8. Arbitral Award**

1. The arbitral tribunal shall issue its award in writing within a period of one hundred and twenty (120) days from its establishment, which may be extended for a maximum of thirty (30) days, after notifying the Parties.

2. The arbitral award shall be adopted by a majority, shall be substantiated and subscribed by the members of the arbitral tribunal. The aforementioned award shall include the grounds for any dissenting vote, without disclosing which arbitrators are associated with majority or minority opinions.
3. Without prejudice to other elements that the arbitral tribunal considers pertinent, the arbitral award must necessarily contain a descriptive part, summarizing the submissions and arguments of the parties, and the grounds and conclusions of the arbitral tribunal.
4. Arbitral awards are final, unappealable and binding on the Parties.
5. The arbitration award shall be made available to the public within fifteen (15) days following the date of issue, subject to the requirement to protect confidential information.

## **9. Clarification and Interpretation of the Arbitral Award**

1. Notwithstanding the provisions of Article 8.4, either party may request the arbitral tribunal, within fifteen (15) days following the notification of the arbitral award, to clarify or interpret it.
2. The arbitral tribunal shall rule within fifteen (15) days following such request.
3. If the arbitral tribunal considers that the circumstances so require, it may suspend compliance with the award until it decides on the application submitted.

## **10. Compliance with the Arbitral Award**

1. Unless the Parties otherwise agree, the Party complained against shall comply with the arbitration award immediately, or if this is not practicable, within a reasonable period of time agreed by the Parties. When the parties fail to reach an agreement within a reasonable time within thirty (30) days following the date of issuance of the arbitral award, the arbitral tribunal shall determine such reasonable time.
2. The Parties shall continue to consult at all times on the possible development of a mutually satisfactory solution.
3. Where there is a disagreement between the Parties as to whether the Party complained against has complied with the arbitral award within the reasonable period of time determined in accordance with paragraph 1, either Party may refer the matter to the arbitral tribunal in accordance with Article 5.7.

## **11. Non-compliance with the Arbitral Award**

1. If, within the period established in Article 10, the arbitration award has not been complied with, the complaining Party may temporarily suspend equivalent obligations under the Agreement, with a view to obtaining compliance with the award.
2. If the Party complained of considers that the suspension of obligations referred to in paragraph 1 is excessive, it may request the arbitral tribunal in accordance with Article 5.7 to rule on whether the measure adopted is equivalent to the degree of prejudice suffered, Having for this purpose a term of thirty (30) days counted from its establishment.

## **12. Costs and Fees of Proceedings**

1. Each Party shall bear the expenses and fees incurred by the arbitrator appointed by it, including any arbitrators appointed by the Secretary-General of ALADI, in accordance with Article 5.4, when a Party has not designated an arbitrator. The expenses and fees of the president of the arbitral tribunal, as well as the notifications and other expenditures required by the arbitration, shall be borne in equal amounts by the Parties.
2. The expenses of the arbitrators include the expenses of tickets, transportation costs and per diem.
3. The fees of the president of the arbitral tribunal shall be agreed by the Parties and agreed with the same within a period that may not exceed five (5) days following their appointment.

## **13. Rules of Procedure**

The rules of procedure contained in the Appendix to this Annex contain the details of the arbitration procedure. Unless otherwise agreed by the Parties, the arbitral tribunal shall follow such rules of procedure and may, after consultation with the Parties, adopt additional rules of procedure.

## 14. Application and Modification of Rules and Procedures

Any terms or other rules and procedures for the arbitral tribunals contained in this Annex, including the Rules of Procedure set out in the Appendix to this Annex, may be amended by mutual consent of the Parties. The Parties may also agree at any time not to apply any provision of this Annex.

### Appendix to Annex F. Rules of procedure of the arbitral tribunals

#### Application

1. These Rules of Procedure are established in accordance with Article 13 of Annex F of this Agreement and will apply to arbitration tribunals established in accordance with Article 3 of said Annex, unless the Parties agree otherwise.

#### Definitions

2. In these Rules of Procedure:

- (a) arbitrator means an arbitrator of an arbitral tribunal appointed in accordance with Article 5 of Annex F;
- (b) assistant referee means a person who conducts investigations for or provides support to a referee;
- (c) day means calendar days;
- (d) document includes any written material related to the arbitration procedure, either in print or electronically;
- (e) delivering means communicating a document to the other Party and to the arbitral tribunal, using electronic means when possible;
- (f) legal holiday means every Saturday and Sunday and any other day designated by a Party as a holiday in accordance with its laws and regulations and notified by that Party to the other Party;
- (g) president of the arbitral tribunal means the third arbitrator mentioned in Article 5 of Annex F;
- (h) Parties means the Parties to the Agreement;
- (i) Party means a Party to the Agreement;
- (j) Reclaimed Party means the Party that is not the complaining Party;
- (k) Complaining Party means the Party requesting the establishment of an arbitral tribunal, in accordance with Article 3 of Annex F;
- (l) procedure means a procedure of an arbitral tribunal;
- (m) representatives of a Party means the officials of the government of a Party or other personnel authorized by a Party to represent it; and
- (n) arbitral tribunal means an arbitral tribunal established in accordance with Article 3 of Annex F;

#### Arbitrator's Code of Conduct

3. In accordance with Article 5.5 (d) of Annex F, the arbitrators and the assistant arbitrators must comply with the Code of Conduct for arbitrators established in the Understanding Regarding the Rules and Procedures that govern the Settlement of Disputes. of the WTO Agreement. Any person designated to serve as an arbitrator or assistant arbitrator shall receive from the Parties a copy of these Rules of Procedure and the Code of Conduct as soon as they are appointed.

4. If the Parties agree that an arbitrator has not complied with the Code of Conduct, in accordance with Article 5.5 (d) of Annex F, they may remove the arbitrator or request the arbitrator to take the measures, within a period of time determined, to remedy the violation. If the Parties decide that, after the measures taken to remedy it, the violation has ceased, the arbitrator may continue with his services.

#### Written Presentations and other Documents

5. A Party shall deliver a copy of each of its written submissions and any other documents to the other Party and to the arbitral tribunal.

6. The complaining Party must deliver its initial written presentation within fifteen (15) days following the date of establishment of the arbitral tribunal. The Party complained against must submit its written response within thirty (30) days following the date of receipt of the initial written submission of the complaining Party.
7. Written submissions and other documents will be delivered electronically when possible.
8. Minor errors of a typing or form nature, in written submissions or other documents, may be corrected by the delivery of a new document that clearly indicates what the changes were .
9. If the last day for the delivery of a document falls on a legal holiday of one of the Parties or on any other day in which the government offices of one of the Parties are officially closed or due to force majeure, the document may be delivered the next business day.

#### Functioning of the Arbitral Tribunal

10. The president of the arbitral tribunal shall preside at all meetings. The arbitral tribunal may delegate to the President the authority to make administrative or procedural decisions.
11. Unless otherwise provided in these Rules or in Annex F, the arbitral tribunal may perform its functions by any means, including telephone, fax or computer link.
12. The arbitral tribunal may allow assistant arbitrators, interpreters or translators to be present during its deliberations. The members of the arbitral tribunal and the persons employed by it shall maintain the confidentiality of the deliberations of the arbitral tribunal and of any information that is protected.
13. The arbitral tribunal may request the Parties all the information it deems necessary. The Parties shall respond within ten (10) days to any request by the arbitral tribunal for such information.
14. When a procedural doubt arises that is not covered by these Rules, the arbitral tribunal may adopt the corresponding additional procedural rule , provided that it is not incompatible with Annex F or these Rules.

#### Hearings

15. The President will set the date and time of the hearing in consultation with the Parties and the other members of the arbitral tribunal.
16. Unless the Parties agree otherwise, the hearings will be held alternately in Santiago and Montevideo, with the first hearing being held in the territory of the claimed Party. The Party in whose capital the hearing is held shall be responsible for making administrative arrangements for the hearing.
17. The arbitral tribunal may call additional hearings, if the Parties so agree.
18. All arbitrators must be present at the hearings.
19. The representatives of a Party and the assistant arbitrators may attend the hearings.
20. Each Party shall submit to the arbitral tribunal a list with the names of the persons who will orally present the arguments or make presentations on behalf of that Party and other representatives who attend the hearing, no later than five (5) days before the date of the hearing.
21. The hearing will be conducted by the arbitral tribunal in the following manner, ensuring that the complaining Party and the complaining Party are granted the same amount of time :

#### Oral Pleadings

- (a) argument of the complaining Party.
- (b) allegation of the claimed Party.

#### Oral Rebuttal

- (c) Reply of the complaining Party.
- (d) Rejoinder of the claimed Party.

22. The arbitral tribunal may direct questions to either Party at any time during the hearing.



23. Within ten (10) days following the date of the hearing, each Party may submit a supplementary written presentation answering any issue that arises during the hearing.

#### Ex Parte Contacts

24. The arbitral tribunal shall not meet or have contact with one Party in the absence of the other Party.

25. No arbitrator may discuss any aspect of the substantive matters of the proceedings with one or both Parties, in the absence of the other arbitrators.

#### Language

26. Unless the Parties agree otherwise, the proceedings of the arbitral tribunal will be conducted in Spanish. The foregoing applies to oral and written presentations.

27. The arbitration award will be issued in Spanish.

#### Calculation of the terms

28. When something is required to be done under Schedule F or these Rules, or when the arbitral tribunal requires something to be done, within a number of days after or before a specific date or event, the specified date or The date the specific event occurs will not be included in the calculation of the number of days.

29. When a Party receives a document on a date other than that on which the other Party receives the same document, any period that depends on said receipt shall be calculated from the date of receipt of the last of those documents.

#### Enforcement Arbitral Tribunals

30. These rules will apply to an arbitration tribunal established in accordance with Article 5.7 of Annex F, with the following exceptions:

(a) A Party requesting the establishment of an arbitral tribunal shall deliver its initial written presentation to the other Party within ten (10) days following the date of the reestablishment of the arbitral tribunal, or, if it is not possible to have the same arbitrators, within five (5) days following the date on which the last arbitrator is appointed, and ;

(b) the other Party must deliver its written answer within twenty (20) days following the date of delivery of the initial written presentation.

(c) Upon agreement between the Parties, the arbitral tribunal may decide not to hold hearings.

## **Annex I.**

1. A Party's schedule indicates, in accordance with Article 9, the existing stockings of a Party that are not subject to some or all of the obligations imposed by:

(a) Article 3 (National treatment);

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

(c) Article 7 (Performance Requirements); or

(d) Article 8 (Senior Executives and Boards).

2. Each schedule provides for the following elements:

(a) Sector refers to the sector for which the fiche has been made

(b) Obligation(s) concerned specifies the obligation(s) mentioned in paragraph 1 which, by virtue of Article 9, shall not be applies to the measure(s) listed;

(c) Measures identifies the law, regulation or other measure for which the file has been made. A measure cited in the element Measurements:

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

(ii) includes any subordinate measure, adopted (ii) maintained under the authority of and consistent with such measure;

(e) Description provides a general description of the Measures, not a binding description of the measure that triggers the listing.

3. In accordance with Article 8, the Articles of this Agreement specified in the Obligations Affected element of a Schedule do not apply to non-conforming aspects of the law, regulation or other measure identified in the Measures element of that Schedule.

## **Annex I. Schedule of Chile**

Sector: All sectors

Obligations affected: National treatment (Article 3)

Measures: Decree Law 1939, Official Gazette, November 10, 1977, Rules on the acquisition, administration and disposal of State assets, Title I Decree with Force of Law 4 of the Ministry of Foreign Affairs, Official Gazette, November 10, 1967

Description: The property or any another type of right on "State lands" can only be obtained by Chilean natural or legal persons, unless the corresponding legal exceptions are applied, such as in Decree-Law 1939, State Lands for these Purposes include state-owned land up to a distance of 10 kilometres from the borderline and up to a distance of 5 kilometres from the coast.

Real property located in areas declared "border zone" by virtue of Decree with Force of Law 4, of 1967, of the Ministry of Foreign Affairs, cannot be acquired in domain or any other title by (1) natural persons with nationality of border countries, (2) legal entities with their headquarters in a bordering country, (3) legal entities with forty percent (40%) or more of their capital belonging to natural persons with nationality of bordering countries, or (4) legal entities whose effective control is exercised by such natural persons. Notwithstanding the foregoing, said limitation may be exempted by Supreme Decree of the President of the Republic based on reasons of national interest.

Sector: Communications

Obligations affected: National treatment (Article 3) Most favored nation treatment (Article 4) Performance requirements (Article 7) Senior executives and boards (Article 8)

Measures: Law 18.838, Official Gazette, September 30, 1989, Council National Television, Titles I, II and III Law 18,168, Official Gazette, October 2, 1982, General Telecommunications Law, Titles I, II and III Law 19,733, Official Gazette, June 4, 2001, Law on Freedom of Opinion and Information and Exercise of Journalism, Titles I and III

Description: The owner of a social communication medium, such as image and sound transmissions or a national news agency, in the case of being a natural person must have an address duly established in Chile and, in the case of being a legal person must be established with domicile in Chile, or have an agency authorized to operate within the national territory. Only Chileans can be presidents, administrators or legal representatives of the legal person. In the case of freely received sound broadcasting services, the board may include foreigners only if they do not constitute the majority of the members of the directory. The legally responsible director and the person who replaces him must be Chilean with domicile and residence in Chile. The applications to obtain a free reception sound broadcasting concession, presented by a legal entity in which more than ten per cent (10%) of its share capital is in the hands of foreigners will be granted only if it is previously proven that the Chilean nationals are granted similar rights and obligations in the applicant's country of origin that the applicant will enjoy in Chile. The National Television Council may set a general requirement of up to forty per cent (40%) of Chilean production in programs broadcast by free-reception television broadcast service channels. Only legal persons under public or private law, incorporated in Chile and domiciled in the country, may be holders of permits for limited sound broadcasting telecommunications services or make use of them. Presidents, managers or legal representatives must be Chilean. Only legal persons under public or private law, incorporated in Chile and domiciled in the country, may be holders of limited permits for cable or microwave television services, or make use of them, in any capacity. The presidents, directors, managers, administrators and legal representatives of the legal entity will be Chilean.

Sector: Energy

Obligations affected: National treatment (Article 3) Performance requirements (Article 7)

Measures: Political Constitution of the Republic of Chile, Chapter III Law 18.097, Official Gazette, January 21, 1982, Organic Constitutional Law on Mining Concessions, Titles I, II and III Law 18,248, Official Gazette, October 14, 1983, Mining Code, Titles I and II Law 16,319, Official Gazette, October 23, 1965, creates the Chilean Nuclear Energy Commission, Titles I, II and III

Description: The exploration, exploitation and benefit of liquid or gaseous hydrocarbons, deposits of any type existing in maritime waters subject to national jurisdiction and those located totally or partially in certain areas of importance for national security with mining effects, whose qualification will be made exclusively and by law, they may be subject to administrative concessions or special operating contracts, with the requirements and under the conditions that the President of the Republic establishes, in each case, by Supreme Decree. For greater certainty, it is understood that the term benefit does not include the storage, transportation or refinement of the energy material referred to in this paragraph. The production of nuclear energy for peaceful purposes may only be carried out by the Chilean Nuclear Energy Commission or, with its authorization, jointly with third parties. If the Commission determines that it is advisable to grant such authorization, it must determine its conditions.

Sector: Mining Obligations affected: National treatment (Article 3) Performance requirements (Article 7) Measures: Political Constitution of the Republic of Chile, Chapter III Law 18.097, Official Gazette, January 21, 1982, Constitutional Organic on Mining Concessions, Titles I, II and III Law 18,248, Official Gazette, October 14, 1983, Mining Code, Titles I and III Law 16,319, Official Gazette, October 23, 1965, creates the Chilean Nuclear Energy Commission, Titles I, II and III

Description: The exploration, exploitation and the benefit of lithium, deposits of any type existing in maritime waters subject to national jurisdiction and deposits of any species located totally or partially in certain areas of importance for national security with mining effects, whose qualification will be made exclusively by law, p It will be subject to administrative concessions or special operating contracts, with the requirements and under the conditions that the President of the Republic establishes, in each case, by Supreme Decree. Chile has, at the usual market price and modalities, the right of the first purchase option for mining products originating from farms developed in the country in which thorium or uranium have a significant presence. For greater certainty, Chile may require that producers separate from mining products the portion of (1) liquid or gaseous hydrocarbons; (2) lithium; (3) deposits of any species existing in maritime waters subject to national jurisdiction; and (4) deposits of any kind wholly or located partially in certain areas of importance to the national security with mining effects, which qualification shall be made by law, which are present in significant amounts in such products and which may economically and technically separated for its delivery or sale in the name of the State. For these purposes, the economic and technical separation implies that the costs incurred in the recovery of the four substances mentioned above, through an appropriate technical procedure, and in their marketing and delivery, must be less than their commercial value. Natural atomic materials and extracted lithium, as well as concentrates, derivatives and compounds thereof, may not be subject to any legal act, except when they are executed or concluded by the Chilean Nuclear Energy Commission, with it or with its prior authorization. If the Commission determines that it is advisable to grant such authorization, it must determine its conditions.

Sector: Fishing

Obligations affected: National treatment (Article 3) Measures: Law 18,892, Official Gazette, January 21, 1992, General Law of Fisheries and Aquaculture, Titles I and VI Description: A concession or land authorization of use of beaches, is required of beaches, portions of water and seabed to carry out aquaculture activities. Only Chilean natural persons or legal entities constituted according to Chilean and foreign laws that have permanent residence may be holders of authorization or concession to carry out aquaculture activities.

Sector: Fishing Obligations affected: National treatment (Article 3) Most favoured nation treatment (Article 4) Senior executives and boards (Article 8)

Measures: Law 18,892, Official Gazette, January 21, 1992, General Law on Fisheries and Aquaculture, Titles II, III, IV and IX. Decree-Law 2,222, Official Gazette, May 31, 1978, Navigation Law, Titles I and II

Description: To harvest and capture hydrobiological species in inland waters, territorial sea and the exclusive economic zone of Chile, a permit is required from the Undersecretary of Fishing. Only Chilean natural persons or legal entities constituted according to Chilean and foreign laws with definitive permanence may be holders of a permit to harvest and capture hydrobiological species. Only Chilean ships can fish in inland waters, territorial sea or in the exclusive economic zone of Chile. Chilean ships are those defined as such in the Navigation Law. Access to extractive industrial fishing activities will be subject to prior registration of the vessel in Chile. Only a Chilean natural or legal person can register a ship in Chile. A legal person must be established with its main domicile and has real and effective headquarters in Chile. The president, manager and most of the directors or administrators must be Chilean natural persons. Furthermore, more than fifty per cent (50%) of its share capital must be held by Chilean natural or legal persons. For these purposes, a legal entity that has a stake in another legal entity that owns a ship must meet all the aforementioned requirements. A community can register a ship if (1) the majority of the co-owners are Chileans with domicile and residence in Chile; (2) the administrators are Chilean natural persons; and (3) the majority of the rights in the community must belong to Chilean natural or legal persons. For these purposes, a communal legal person in the domain of a ship must comply with all the requirements previously mentioned. An owner (natural or legal person) of a fishing vessel registered prior to June 30, 1991, shall not be subject to the

aforementioned nationality requirement: Fishing vessels that are thus authorized by the maritime authorities, according to powers conferred by Law in case of reciprocity granted to Chilean ships by other States, may be exempted from the aforementioned requirements, under conditions equivalent to those granted to Chilean ships by that State. Access to artisanal fishing is subject to registration in the Artisanal Fishing Registry. Only Chilean natural persons, foreign natural persons with permanent residence in Chile or a legal entity constituted by the aforementioned natural persons may register to do artisanal fishing.

Sector: Services provided to companies

Obligations affected: National treatment (Article 3) Most-favored-nation treatment (Article 4) Senior executives and boards (Article 8)

Measures: Law 19,733, Official Gazette, June 4, 2001, Law on Freedoms of Opinion and Information and Exercise of Journalism, Titles I and III

Description: The owner of a social communication medium, such as newspapers, magazines or texts published regularly with editorial management in Chile or a national news agency, in the case of a natural person, it must have a domicile duly established in Chile and, in the case of a legal person, it must be established with domicile in Chile or have an agency authorized to operate within the national territory. Only Chileans can be presidents, administrators or legal representatives of the legal person. The legally responsible director and the person who replaces him must be Chilean with domicile and residence in Chile.

Sector: Transportation

Obligations affected: National treatment (Article 3) Most favoured nation treatment (Article 4) Senior executives and boards (Article 8)

Measures: Law 18.916, Official Gazette, February 8, 1990, Aeronautical Code, Preliminary Titles, II and III Decree-Law 2,564, Official Gazette, June 22, 1979, Regulations on Commercial Aviation Supreme Decree 624 of the Ministry of National Defense, Official Gazette, January 5, 1995, Law 16,752, Official Gazette, February 17, 1968, Title II Decree 34 of the Ministry of National Defense, Official Gazette, February 10, 1968 Supreme Decree 102 of the Ministry of Transport and Telecommunications, Official Gazette, June 17, 1981, Supreme Decree 172 of the Ministry of National Defense, Gazette, March 5, 1974, Supreme Decree 37 of the Ministry of National Defense, Official Gazette, December 10, 1991 Decree 234 of the Ministry of National Defense, Official Gazette, June 19, 1971

Description: Only a Chilean natural or legal person may register an aircraft in Chile. A legal person must be incorporated in Chile with its main domicile and real and effective headquarters in Chile. In addition, most of your property must belong to Chilean natural or legal persons, who in turn must meet the above requirements. The president, manager and most of the directors and/or administrators of the legal entity must be Chilean natural persons. Private aircraft with foreign registration that carries out non-commercial activities may not remain in Chile without authorization from the General Directorate of Civil Aeronautics, beyond thirty (30) days from the date of entry into the country. For greater certainty, this measure does not apply to specialized air services, except for glider towing services and skydiving services. To work as a crew member of aircraft operated by a Chilean airline, foreign aeronautical personnel must previously obtain a national license with the respective ratings that allow them to exercise their functions. Foreign aeronautical personnel may carry out their activities in Chile only if the license or rating granted in another country is recognized by the Chilean civil aviation authority as valid. In the absence of an international agreement that regulates such recognition, it will be carried out under conditions of reciprocity. In such a case, it will be demonstrated that the licenses and ratings were issued or validated by the competent authority in the State of registration of the aircraft, that they are in force and that the requirements required to extend or validate them are the same or higher than those established in Chile for cases. analogues. Air transport services may be performed by Chilean or foreign air navigation companies provided that, on the routes they operate, the other States grant similar conditions for Chilean air companies, when they request it. The Civil Aeronautics Board, by founded resolution, may terminate, suspend or limit cabotage services or other class of commercial air navigation services, which are performed exclusively within the national territory by foreign companies or aircraft, if in their country of origin they do not The right to equal treatment is effectively granted to Chilean companies or aircraft. So that foreign civil aircraft that do not engage in commercial transportation activities and those that engage in commercial air transportation activities on a non-regular basis have the right to enter Chilean territory, including its jurisdictional waters, to fly over it and make Stopovers in it for non-commercial purposes must inform the General Directorate of Civil Aeronautics at least twenty-four (24) hours in advance. Those aircraft that are engaged in non-regular commercial air transportation may not take or leave passengers, cargo or mail, in Chilean territory without prior authorization from the Civil Aeronautics Board.

Sector: Transportation

Obligations affected: National treatment (Article 3) Most favoured nation treatment (Article 4) Senior executives and directors (Article 8)

Measures: Decree-Law 3,059, Official Gazette, December 22, 1979, Merchant Navy Promotion Law, Titles I and II Supreme Decree 24, Official Gazette, March 10, 1986, Regulation of Decree-Law 3,059, Titles I and II Decree Law 2,222, Official Gazette, May 31, 1978, Navigation Law, Titles I, II, III, IV and V Supreme Decree 153, Official Gazette, March 11, 1966, Approves the General Regulation of Registration of the Personnel of Seafarers, Fluvial and Lacustrine Commercial Code, Book III, Titles I, IV and V Law 19,420, Official Gazette, October 23, 1995. Establishes Incentives for the Economic Development of the Provinces of Arica and Parinacota and Modifies the Legal Bodies it Indicates, Title and the Miscellaneous Provisions

Description: Only a Chilean natural or juridical person may register a vessel in Chile. A legal person must be established with its main domicile and its real and effective headquarters in Chile. The president, manager and most of the directors or administrators must be Chilean natural persons. Furthermore, more than fifty per cent (50%) of its share capital must be held by Chilean natural or legal persons. For these purposes, a legal entity that has a stake in another legal entity that owns a ship must meet all the aforementioned requirements. A community may register a ship if (1) the majority of the community members are Chilean with domicile and residence in Chile; (2) the administrators are Chilean; and (3) most of the rights in the community belong to Chilean natural or legal persons. For these purposes, a common legal person in the domain of a ship must meet all the aforementioned requirements to be considered Chilean. Special ships that are owned by foreign natural or legal persons domiciled in Chile may, under certain conditions, be registered in the country. For these purposes, a special vessel does not include a fishing vessel. The conditions required to register special ships owned by foreign natural or legal persons are as follows: (1) domicile in Chile; (2) main seat of its business in the country; or (3) that permanently exercise any profession or industry in Chile. The maritime authority may, for reasons of national security, impose on these ships special rules restricting their operations. The maritime authority may grant better treatment based on the principle of reciprocity. Foreign ships must use piloting, anchoring and piloting services for ports when maritime authorities require it. Only Chilean flag tugs may be used for towing operations or other manoeuvres in Chilean ports. To be a captain it is necessary to be Chilean and possess the title of such conferred by the corresponding authority. To be a Chilean ship officer it is required to be a Chilean natural person and be registered in the Officers Registry. To be a crew of Chilean ships it is necessary to be Chilean, possess registration or permission granted by the Maritime Authority and be registered in the respective Registry. The professional titles and licenses granted in a foreign country will be valid to serve as an officer in national ships when the Director of the Maritime Authority so provides by founded resolution. The ship's skipper must be Chilean. The skipper is the natural person who, in possession of the title of such granted by the Director of the Maritime Authority, is empowered to command smaller ships and certain larger special ships. Only Chileans or foreigners domiciled in Chile, may serve as fishing skippers, mechanic-motorists, bikers, seamen, fishermen, fishermen, employees or technical workers of industries or maritime commerce and as crew members of industrial and general services of ship-factories or fishing when the shipowners request it because they are essential for the initial organization of the tasks. To fly the national flag, it is required that the skipper, its officers and crew are Chilean. No However, the General Directorate of the Maritime Territory and Merchant Marine by a reasoned decision and on a temporary basis, may authorize the hiring of foreign personnel when it is indispensable, except for the captain, who will always Chilean. To perform as a multimodal operator in Chile, it will be necessary to be a Chilean natural or legal person. Cabotage is reserved for Chilean ships. Maritime, river or lake transportation of passengers and cargo between different points of the national territory and between these and naval devices installed in the territorial sea or in the exclusive economic zone shall be understood as such. Foreign merchant ships may participate in cabotage in the case of cargo volumes greater than nine hundred (900) tons, following a public tender by the user called with due anticipation. In the case of cargo volumes equal to or less than nine hundred (900) tons and there is no availability of ships under the Chilean flag, the Maritime Authority will authorize the shipment of said loads in foreign merchant ships. The cabotage reservation for Chilean ships will not be applicable in the case of cargoes that come from or are destined for the ports of the province of Arica. In the event that Chile adopts, for reasons of reciprocity, a cargo reserve measure in the international transport of cargo between Chile and another country that is not a Party, the cargo reserved for it will be made in ships of Chilean flag or reputed as such.

Sector: Transportation

Obligations affected: National treatment (Article 3) Senior executives and boards (Article 8)

Measures: Commercial Code, Book III, Titles I, IV and V Decree Law 2,222, Official Gazette, May 31, 1978, Navigation Law, Titles I, II and IV Decree 90 of the Ministry of Labor and Social Security, Official Gazette, January 21, 2000, Decree 49 of the Ministry of Labor and Social Security, Official Gazette, July 16, 1999, Labor Code, Book I, Title II, Chapter III, paragraph 2°

Description: The ship agents or the representatives of the operators, owners or captains of the ship, whether natural or legal persons, must be Chilean. Port stowage and dock work carried out by natural persons are reserved for Chileans who are duly accredited before the corresponding authority to carry out the port work indicated in the law and have an office established in Chile. When the activities are carried out by legal entities, they must be legally established in the country and

have their main domicile in Chile. The president, administrators, managers or directors must be Chilean. At least fifty per cent (50%) of the share capital must belong to Chilean natural or legal persons. These companies must designate one or more attorneys, who will act on their behalf, who must be Chilean. Port workers must pass a basic course on port security in a Technical Execution Agency authorized by the National Training and Employment Service, in accordance with the rules established in the respective regulations. All those who disembark, transship and, in general, make use of Chilean continental or island ports, especially for the landing of fish catches or fish catches processed on board, must also be Chilean natural or legal persons.

## **Annex I. Schedule of Uruguay**

Obligations affected:

National treatment (Article 3) Performance requirements (Article 7) Senior executives and boards (Article 8)

Measures: Law No. 13,833 Law No. 14,650 Law No. 18,498 Decree 149/1997 Decree 233/2004

Description: conducting fishing and waterfowl hunting of a commercial nature carried out in internal waters and territorial sea within a zone of twelve (12) miles of extension, measured from the baselines, is reserved exclusively for Uruguayan flag vessels, duly authorized, without prejudice to the provisions of international agreements concluded by the Republic on reciprocity. Fishing vessels with national registration will be commanded by Uruguayan captains or natural or legal citizens and their crew must also be made up of not less than ninety per cent (90%) of Uruguayan natural or legal citizens. This percentage may be altered in compliance with international agreements. The crew of nationally registered fishing vessels that operate exclusively in international waters must be made up of at least seventy per cent (70%) of Uruguayan natural or legal citizens. Foreign-flag commercial vessels may only exploit living resources existing between the twelve (12) mile and two hundred nautical miles area, subject to authorization by the Executive Power, as recorded in the registry kept by the National Directorate of Aquatic Resources. They must be full prior to the start of their activities of registration and a permit. The authorizations for the exercise of all activities related to fishing, its industrialization and commercialization will be granted by the Executive Power. National flag vessels are exempt from the payment of permit fees and the planned inspections for scientific fishing and aquatic hunting, in the case of national persons or institutions. The processing and industrialization of fish may be subject to the requirement that the fish be totally or partially processed in Uruguay.

Sector: Communications - Written press

Obligations affected: Senior executives and boards (Article 8)

Measures: Law 16,099

Description: Only an Uruguayan citizen may serve as the editor or manager responsible (\*) for a newspaper, magazine or periodical publication published in Uruguay.

(\*) Responsible editor or manager is the person responsible under civil or criminal law for the content of a particular newspaper, magazine or newspaper.

Sector: Communications -Radio and television services

Obligations affected: National treatment (Article 3) Most-favored-nation treatment (Article 4) Senior executives and boards (Article 8)

Measures: Decree-Law No. 14,670 Decree-Law No. 15,671 ( Article 10) Law No. 16,099 Law No. 18,232 Decree No. 734/1978 Decree No. 327/1980 Decree No. 350/1986

Description: Broadcasting will be exploited taking into account current regulations and international agreements and conventions signed by the country. Open-air broadcasting services on AM / FM waves may only be provided by Uruguayan nationals. All shareholders or partners of broadcasting companies that provide broadcasting services in Uruguay or that are established in Uruguay, as well as their directors, administrators, managers or similar management personnel, must be Uruguayan nationals, domiciled in Uruguay. Senior executives, board members, and the editor or manager responsible for broadcasting companies must be Uruguayan nationals. The Official Radio Broadcasting Service (SODRE) will enjoy preference over individuals regarding the assignment of frequencies and location of stations, as well as in everything related to other installation conditions and operation. The editor or manager responsible for a television company for subscribers (cable, satellite, MMDS and UHF encoded), must be an Uruguayan national.

Sector: Communications - Television, cinema and audiovisual services

Obligations National treatment (Article 3) affected: Most-favored-nation treatment (Article 4) Performance requirements (Article 7) Senior executives and boards of directors (Article 8)

Measures: Law No. 18,284

Description: The editor or manager responsible for a television company for subscribers (cable, satellite, MMDS and UHF encrypted), must be an Uruguayan national. The Uruguayan Film and Audiovisual Institute may, as indicated by its functions: Promote, encourage and stimulate the creation, production, co-production, distribution and exhibition of Uruguayan cinematographic and audiovisual works in the country and abroad. Implement reciprocity agreements with other institutes to grant and obtain preferential access to the respective national markets. Promote actions aimed at the exhibition of the minimum national production of fiction, documentaries and animation in national television media and their dissemination in the international market. Promote actions for the exhibition of national production minima in the rooms that make up the exhibition circuit.

Sector: Teaching services -Primary and secondary

Obligations Senior executives and boards (Article 8) affected:

Measures: Ordinance 14 Resolution No. 20 of the National Administration of Public Education Description: The directors and deputy directors of the authorized institutes must be natural citizens or legal or residents with at least three (3) years in the country. Sector: Teaching services -Tertiary education Obligations affected: Performance requirements (Article 7) Senior executives and boards (Article 8) Measures: Law No. 12,549 Decree 308/95

Description: The absolute majority of the Academic staff must be made up of Uruguayan natural or legal citizens, or residents in the country for a period of not less than three (3) years with a sound command of the Spanish language. The statutes of tertiary education institutions must provide for the administrative and academic management bodies and designation procedures for their members, most of whom must be natural or legal citizens, or have a residence in the country of not less than three (3) years.

Sector: Mining

Obligations affected: National treatment (Article 3) Performance requirements (Article 7)

Measures: Decree-Law No. 15,242 and its regulatory decrees

Description: All deposits of mineral substances existing in the maritime or terrestrial subsoil or that emerge in the surface of the national territory integrates into an inalienable and imprescriptible form, the domain of the State. Without prejudice to the provisions of the preceding paragraph, deposits of non-metallic mineral substances (includes deposits of non-metallic mineral substances, which are used directly as construction materials, without a prior industrial process that determines a physical or chemical transformation of the substance mineral) are reserved for exploitation by the owner of the particular surface property where the deposit is located, under the conditions established by Decree-Law No. 15,242 and its amendments. The prospection and exploration of mineral deposits and the exploitation of mines can only be done: A) By the State or state entities B) By virtue of a mining title the enjoyment of the mining rights attributed by the respective title is regulated by specific provisions and for what is established in the specific contract.

Sector: Maritime transport services and auxiliary services

Obligations affected: National treatment (Article 3) Most-favored-nation treatment (Article 4) Senior executives and boards (Article 8)

Measures: Law No. 12,091 Decree-Law No. 14,106, Article 309 Decree-Law No. 14,650 Law No. 16,387, Article 5 and Article 18 in the wording given by Law 16,736 Article 321 Law No. 17,296, Article 263 Law No. 18,498 Decree No. 31/1994 Description: The cabotage trade that includes the internal service of transport by ship, carried out between the ports and coastal areas of Uruguay, including rescue operations, cache, towing and other shipping operations carried out by ships in waters within the Uruguayan jurisdiction, they are reserved for national flagships. Such vessels are exempt from designated taxes, such as those that levy equipment, sales and income from fleets. By way of exception, the Executive Power may authorize cabotage services to third flag vessels when national flag vessels are not available. Vessels that carry out cabotage services within Uruguay will be subject to the following requirements: a) in the case of being owned by natural persons, the ships must be owned by Uruguayan nationals and they must be domiciled in Uruguay; and b) in the case of being the property of a company: (i) fifty-one per cent (51%) of the owners of the said company must be Uruguayan nationals; (ii) fifty-one per cent (51%) of the shares with voting rights must be owned by Uruguayan nationals; (iii) the company must be controlled and directed by Uruguayan nationals. The transverse river transport of passengers and vehicles between the border ports of Uruguay and Argentina is reserved for Uruguayan and Argentine flag vessels through regular service. Half of the cargo

transport of Uruguayan foreign trade (imports and exports) is reserved for Uruguayan-flagged ships, however exceptions are granted to foreign-flagged ships to transport the reserved part of Uruguayan foreign trade. Uruguay may impose restrictions regarding the access to freight transport of Uruguayan foreign trade on the basis of reciprocity. Tax exemptions are granted to Uruguayan-flag merchant ships as long as said ships meet the following requirements: a) if they are owned by natural persons, the ships must be owned by Uruguayan nationals domiciled in Uruguay; b) If they are owned by a company, the ships must be under the control and direction of Uruguayan nationals. The crews of Uruguayan merchant ships must meet the following requirements: a) ninety per cent (90%) of the officers, including the captain, chief engineer and radiotelegraph crew (including the captain) of ships operating under a Traffic authorization granted by the competent authorities must be of Uruguayan nationality. b) with not less than ninety per cent (90%) of the rest of the crew of Uruguayan natural or legal citizens. c) in the case of ships that do not operate under the traffic the authorization granted by the competent authority, the captain, the chief engineer, the radio operator or the chief officer must be Uruguayan nationals.

Sector: Air Transport and Air Work Services

Obligations affected: National treatment (Article 3) Most favoured nation treatment (Article 4) Performance requirements (Article 7)

Measures: Law 12,018 Decree-Law No. 14,305 Decree-Law No. 14,653 Decree-Law No. 14,845 Decree No. 808/1973 Decree No. 325/1974 Decree No. 39/1977 Decree No. 158/1978 Decree No. 369/1978 Decree No. 183/2001 Uruguayan Aeronautical Regulations No. 61, 63 and 65

Description: The Republic's aeronautical relations in commercial matters will be based on the application of the principle of effective reciprocity. The exploitation of all air activity, including the establishment of an agency or commercial representation for the sale of tickets, requires concession or authorization in accordance with international standards and the provisions of the Aeronautical Code (Decree-Law No. 14.305 and its amendments) and its regulations. Foreign international air navigation companies that provide air services to or from the Republic, or those that do not provide them but maintain operations for the sale of tickets for the transportation of passengers by air, directly or through agents, representatives or third parties authorized regardless of their nature or denomination, they will pay as a consideration for the exploitation of the national asset that implies the commercial rights of the Republic a percentage of up to fifteen per cent (15%) of the price of the tickets sold in the country that includes the total itinerary agreed, regardless of the form and place of issue or payment. Only national air work service companies may operate aircraft in domestic air services that do not involve transportation. Internal air services will be performed exclusively by national companies. Unless the State exploits them directly, internal air services for regular transport of passengers, mail and cargo will be carried out by concessionaires and non-regular ones by authorization. For the purposes of being a national air transport company, or a national air work services company, fifty-one per cent (51%) of said companies must be owned by Uruguayan nationals, domiciled in Uruguay. National companies must have Uruguayan registration. However, exceptionally, in order to ensure the provision of services or for reasons of national convenience, the aeronautical authority may allow the use of foreign-registered aircraft. All crew and personnel, including the management of a national air transport company, must be made up of Uruguayan nationals unless the National Directorate of Civil Aviation and Aeronautical Infrastructure authorizes otherwise. Aircraft owners, to request their registration, must be domiciled in the Republic. In the case of a condominium, said condition must be verified with respect to fifty-one per cent (51%) of the co-owners whose rights exceed fifty-one per cent (51%) of the value of The aircraft. Without prejudice to the stated domiciliary requirement, the Executive Power shall regulate the other conditions that must be met by the owners of the aircraft to register them. National flag air carriers shall meet as far as possible their operational needs, including their maintenance and repair with national means. Air taxi services are reserved for national companies. Foreign operators of air taxi services may only operate into Uruguayan territory and jurisdictional waters if the State of their nationality provides Uruguayan operators with the same treatment in terms of rights, benefits or advantages granted to them.

Sector: Aerial photography services and agricultural aviation

Obligations affected: National treatment (Article 3) Performance requirements (Article 7) Senior executives and boards of directors (Article 8)

Measures: Decree-Law No. 14,305 Decree No. 186/1976 Decree No. 158 / 1978 Decree of the Governing Council 21.409 of 7/4/1952 Decree No. 314/1994

Description: Aerial photography activities may be carried out in the free flight areas provided that those interested are registered in the Registry of Aerial Photographers. To register, the following requirements must be met: be a Uruguayan citizen, including navigational personnel, operators and technicians, except in the case that the Ministry of National Defense exempts from this requirement. To obtain the permits to carry out registration with any type of airborne sensor, as well as to process said material in the national territory and its jurisdictional waters, those who intervene in these activities must be



(natural) persons or national companies, except in cases expressly exempt from compliance with this requirement. Agricultural aviation. When circumstantially it is not possible to meet the requirements of the sector with the national means, the Executive Power may authorize, at the request of the competent body, the transitory entry of foreign aircraft. Aerial work services applied to development (eg hydrocarbon prospecting, fishing industry, irrigation studies, geological research, etc.) are reserved for national companies. Only when it is not possible to meet the requirements of certain specialities with the national means, the General Directorate of Civil Aviation may temporarily authorize the operation of foreign companies in the national territory.

Sector: Rail transport services

Obligations affected: National treatment (Article 3) Most-favored-nation treatment (Article 4) Senior executives and boards (Article 8)

Measures: Decree-Law No. 14,798 (ATIT) Resolution of the Ministry of Transport and Works Public of 11/27/03 Law 17,930, Article 205

Description: In order to provide cargo and passenger transport services, a railway operator must previously obtain the corresponding railway operation license from the National Directorate of Transport, which will issue the resolution that grant the license. Railway operators must take the form of a corporation, registered office in the country and the ownership of Uruguayan nationals of fifty- one per cent (51%) of the integrated capital. The constitution of fifty-one per cent (51%) of the direction or administration must be of Uruguayan natural or legal citizens domiciled in Uruguay. Under the Agreement on International Land Transport (ATIT) between the countries of the Southern Cone, access to international rail freight is granted subject to reciprocity between the members of the ATIT (Argentina, Brazil, Chile, Paraguay, Uruguay and Bolivia) with the rail operators of Uruguay. To register in the "Registry of Operators of Aerospace Sensors " people must be individuals or national companies ; including navigating personnel, operators and technicians, except in cases where they expressly exempt themselves from complying with that requirement. In the case of companies, the majority of their directors must possess the quality indicated in the previous paragraph.

Sector: Road transport services

Obligations affected: National treatment (Article 3) Most favoured nation treatment (Article 4) Senior executives and boards (Article 8)

Measures: Decree-Law No. 14,798 Decree N 283/1989 Decree No. 230/1997 Decree No. 274/2006 Decree No. 285/2006

Description: Collective transportation of people by road in motor vehicles, of a regular nature: it is a public service that will be exploited through the concession regime, on national lines, while on international lines it will be through the permit regime. Only national companies, individuals or legal entities can manage authorizations for regular collective passenger transport services by road. Such are considered those in which the management, the effective control of the company and more than half of the share capital belong to natural or legal citizens with real domicile in the country. Non-regular collective road transport services for people (tourist transport and non-tourist transport ). Only national companies, legal or natural persons can manage authorizations to carry out these services. International cargo transportation. Only national road freight transport companies that meet the following conditions may be authorized to operate in international traffic: be natural or legal persons, in which more than half of the share capital and effective control of the company belong to natural or legal citizens, with real domicile in the country. Under the Agreement on International Land Transport (ATIT) between the countries of the Southern Cone, access to international road transport of cargo is granted subject to reciprocity between the members of the ATIT (Argentina, Brazil, Chile, Paraguay, Uruguay and Bolivia) with the road operators of Uruguay.

## **Annex II.**

1. The schedule of a Party indicates, in accordance with Article 9, the specific sectors, subsectors or activities for which said Party may adopt or maintain new or more restrictive measures that are inconsistent with the obligations imposed by: (a ) Article 3 (National Treatment); (b) Article 4 (Most Favored Nation Treatment); (c) Article 7 (Performance requirements); or (d) Article 8 (Senior executives and boards).

2. Each tab in the schedule establishes the following elements: (a) Sector refers to the sector for which the tab has been made; (b) Affected obligations specifies the obligation or obligations mentioned in paragraph 1 that, under Article 9, do not apply to the sectors, subsectors, or activities listed in the sheet; and (c) Description describes the coverage of the sectors, subsectors, or activities covered by the record.

3. In accordance with Article 9, the Articles of this Agreement specified in the element Obligations affected of a file do not apply to the sectors, subsectors and activities mentioned in the Description element of that file.

## Annex II. Schedule of Chile

Sector: All sectors

Obligations affected: National treatment (Article 3) Most favoured nation treatment (Article 4)

Description: Chile reserves the right to adopt or maintain any measure related to the ownership or control of lands located up to one distance of five (5) kilometres from the coast, which are used for agriculture. Said measures could include the requirement that the majority of each class of shares of a legal person that claims to own or control such lands, belong to Chilean natural persons or to persons residing in Chile for one hundred and eighty-three (183) days or more a year.

Sector: All sectors

Obligations affected: National treatment (Article 3) Senior executives and boards (Article 8)

Description: When transferring or disposing of any share or active interest of a state company or existing government entity, Chile reserves the right to prohibit or impose limitations on the ownership of such interest or asset and on the right of foreign investors or their investments to control any State company created in this way, or investments made by it. In relation to the said transfer, or disposition, Chile may adopt or maintain any measure regarding the nationality of senior management executives and members of the board. A "state company" shall mean any company owned or controlled by Chile, through participation in its property, and will include any company established after the date of entry into force of this Agreement solely for the purpose of selling or disposing of participation in the capital or assets of a state company or an existing government entity.

Sector: All sectors

Obligations affected: Most-favored-nation treatment (Article 4)

Description: Chile reserves the right to adopt or maintain any measure that grants different treatment to countries in accordance with any bilateral or multilateral international treaty in force or signed with prior to the effective date of this Agreement. Chile reserves the right to adopt or maintain any measure that accords different treatment to countries in accordance with any international treaty in force or signed after the date of entry into force of this Agreement regarding : (1) aviation; (2) fishing; or (3) maritime matters, including salvage.

Sector: Communications

Obligations affected: National treatment (Article 3) Most favoured nation treatment (Article 4) Performance requirements (Article 7) Senior executives and boards (Article 8)

Description: Chile reserves the right to adopt or maintain any measure with respect to the investors of Uruguay, or with their investments, in digital telecommunications services of unidirectional satellite transmissions, be they direct television to the home, direct broadcasting of television services and direct audio; complementary telecommunications services.

Sector: Issues related to minorities

Obligations affected: National treatment (Article 3) Most- favored- nation treatment (Article 4) Performance requirements (Article 7) Senior executives and boards (Article 8)

Description: Chile reserves the right to adopt or maintain any measure that grants rights or preferences to socially or economically disadvantaged minorities.

Sector: Issues related to indigenous populations

Obligations affected: National treatment (Article 3) Most-favored-nation treatment (Article 4) Performance requirements (Article 7) Senior executives and boards (Article 8)

Description: Chile reserves the right to adopt or maintain any measure that denies Uruguayan investors and their investments, any rights or preferences granted to indigenous populations.

Sector: Government finances

Obligations affected: National treatment (Article 3)

Description: Chile reserves the right to adopt or maintain any measure regarding the acquisition, sale, or another form of disposition, by Uruguayan nationals, of bonds, treasury securities or another type of debt instrument issued by the Central

Bank or by the Government of Chile.

Sector: Fishing

Obligations affected: National treatment (Article 3) Most favoured nation treatment (Article 4)

Description: Chile reserves the right to control activities of foreign fisheries, including landing, the first landing of fish processed at sea and access to Chilean ports (port privilege). Chile reserves the right to control the use of beaches, beach areas, portions of water and seabed for the granting of maritime concessions. For greater certainty, "maritime concessions" does not include aquaculture.

Sector: Cultural industries

Obligations affected: Most-favored-nation treatment (Article 4)

Description: Chile reserves the right to adopt or maintain any measure that accords different treatment to countries in accordance with any existing or future bilateral or multilateral international treaty with respect to cultural industries, such as audiovisual cooperation agreements. For greater certainty, and for the purposes of this reservation, government-supported subsidy programs for the promotion of cultural activities are not subject to the limitations or obligations of this Agreement. "Cultural industries" means any person carrying out any of the following activities: (1) the publication, distribution or sale of printed or electronic books, magazines, periodicals or newspapers, but does not include the isolated activity of printing or composition typographic of any of the above; (2) the production, distribution, sale or exhibition of film or video recordings ; (3) the production, distribution, sale or exhibition of audio or video music recordings ; (4) the production, distribution or sale of printed or machine-readable music; or (5) radiocommunications in which transmissions are intended to be received directly by the general public, as well as all activities related to radio, television and cable transmission, and programming services for satellites and transmission networks.

Sector: Social services

Obligations affected: National treatment (Article 3) Most favoured nation treatment (Article 4) Performance requirements (Article 7) Senior executives and boards (Article 8)

Description: Chile reserves the right to adopt or maintain any measure with respect to the execution of laws of public law and the provision of social rehabilitation services, as well as the following services, insofar as they are social services established or maintained for reasons of public interest: insurance or income security, social security or insurance services, social welfare, public education, public training, health and childcare.

## **Annex II. Schedule of Uruguay**

Sector: Services and infrastructure of roads, railways, airports and ports

Obligations affected: National treatment (Article 3) Performance requirements (Article 7) Senior executives and boards (Article 8)

Description: Uruguay reserves the right to adopt or maintain any measure regarding concessions related to infrastructure services for highways, railways, airports and ports, as well as the renewal or renegotiation of existing concession services.

Sector: Distribution services for solid, liquid and gaseous fuels and related products

Obligations affected: Performance requirements (Article 7)

Description: Uruguay reserves the right to adopt or maintain any measure regarding concessions related to fuel distribution services solids, liquids and gases and related products, as well as the renewal or renegotiation of existing concessions for such services. The National Administration of Fuels, Alcohol and Portland (ANCAP) grants concessions based on their powers granted by law.

Sector: All sectors

Obligations affected: National treatment (Article 3) Performance requirements (Article 7) Senior executives and boards (Article 8)

Description: Uruguay reserves the right to adopt or maintain any measure related to the granting of rights or preferences minorities due to social or economic reasons.

Sector: All sectors

Obligations affected: National treatment (Article 3) Performance requirements (Article 7) Senior executives and boards (Article 8)

Description: Uruguay reserves the right to adopt or maintain any measure that limits the transfer or disposition of any of the rights maintained on an existing State company, so that only an Uruguayan national can receive them. However, the preceding clause refers only to the transfer, or initial provision of such rights, and not to subsequent transfers or provisions. Uruguay reserves the right to adopt or maintain any measure that limits the control of or imposes requirements on any new company created by the transfer, or disposition of any right in accordance with the provisions of the preceding paragraph through of measures related to the integration of the directory, but not through limitations in the ownership of the transferred rights. Uruguay also reserves the right to adopt or maintain any measure that refers to the nationality of senior executives and board members in the said new company. A "state company" shall mean any company owned or controlled by Uruguay, through participation in its property, and will include any company established after the date of entry into force of this Agreement. Sector: Postal services Obligations affected: National treatment (Article 3) Description: Uruguay reserves the right to adopt or maintain any measure that restricts the receipt, processing, transportation and delivery of periodic invoices provided by state-owned companies, including the following: Basic telecommunications (ANTEL) Electricity distribution (UTE) Water distribution (OSE)

Sector: Social services

Obligations affected: National treatment (Article 3) Most favoured nation treatment (Article 4) Performance requirements (Article 7) Senior executives and board of directors (Article 8)

Description: Uruguay reserves the right to adopt or maintain measures related to services in charge of compliance with the laws, and the services indicated below, to the extent that they are social services created or maintained with a public objective, namely: rehabilitation and social rehabilitation services, pensions or unemployment insurance, assets social tar, public education, public training, health, child protection, public sanitation services and water supply service.

Sector: Rail transport services and auxiliary services.

Obligations affected: Performance requirements (Article 7)

Description: Uruguay reserves the right to adopt or maintain performance requirements in rail transport services and auxiliary services, to the extent that they are adequate, transparent and non-discriminatory in accordance with the Uruguayan legislation. Sector: All sectors Obligations affected: Most-favored-nation treatment (Article 4) Description: Uruguay reserves the right to adopt or maintain any measure that grants differential treatment to countries under any agreement international, bilateral or multilateral, in force or signed prior to the entry into force of this Agreement. Uruguay reserves the right to adopt or maintain any measure that grants differential treatment to countries under any international, bilateral or multilateral agreement, in force or signed after the date of entry into force of this Agreement regarding: (1) aviation; (2) fishing; (3) maritime affairs, including salvage; or (4) telecommunications.

Sector: Ground transportation

Obligations affected: Most-favored-nation treatment (Article 4)

Description: Uruguay reserves the right to adopt or maintain any measure that grants differential treatment to the countries of the Southern Common Market (MERCOSUR) under any agreement bilateral or multilateral related to land transport that is signed after the date of entry into force of this Agreement in accordance with its commitments under MERCOSUR.

Sector: Public finances

Obligations affected: National treatment (Article 3)

Description: Uruguay reserves the right to adopt or maintain any measure that restricts the acquisition, sale, or another form of disposition of bonds, treasury securities or any other type of instrument of debt issued by the Central Bank or by the Government of Uruguay.

### **Annex III.**

1. A Party's list indicates, in accordance with Article 9, the specific sectors, subsectors, or activities for which said Party may adopt or maintain new or more restrictive measures that are inconsistent with the obligations imposed by Article 3 (National Treatment).
2. The listing sheet establishes the following elements: (a) Sector refers to the sector for which the listing has been made; (b)

Affected obligations specify the obligation or obligations mentioned in paragraph 1 that, under Article 9, do not apply to the sectors, subsectors, or activities listed in the sheet; and (c) Description describes the coverage of the sectors, subsectors, or activities covered by the record.

3. In accordance with Article 9, the Articles of this Agreement specified in the element Obligations affected of a file do not apply to the sectors, subsectors and activities mentioned in the Description element of that file.

### **Annex III. Schedule of Uruguay**

Sector: All sectors

Obligations affected: National treatment (Article 3)

Description: Uruguay reserves the right to adopt or maintain any measure aimed at establishing a Border Security Zone adjacent to the land and river borderlines of the National territory.