Article 26
Health, Safety and Environmental Measures and Labour Standards

The Contracting Parties recognise that it is inappropriate to encourage investment by investors of the other Contracting Party and of a non-Contracting Party by relaxing domestic health, safety or environmental measures, or by lowering its labour standards. To this effect each Contracting Party should not waive or otherwise derogate from such measures and standards as an encouragement for the establishment, acquisition or expansion of investments in its Area by investors of the other Contracting Party and of a non-Contracting Party.

Article 27
Denial of Benefits

1. A Contracting Party may deny the benefits of this Agreement to an investor of the other Contracting Party that is an enterprise of the other Contracting Party and to its investments if the enterprise is owned or controlled by an investor of a non-Contracting Party and the denying Contracting Party:

(a) does not maintain diplomatic relations with the non-Contracting Party; or

(b) adopts or maintains measures with respect to the non-Contracting Party that prohibit transactions with the enterprise or that would be violated or circumvented if the benefits of this Agreement were accorded to the enterprise or to its investments.

2. Subject to prior notification and consultation, a Contracting Party may deny the benefits of this Agreement to an investor of the other Contracting Party that is an enterprise of the other Contracting Party and to its investments if the enterprise is owned or controlled by an investor of a non-Contracting Party and the enterprise has no substantial business activities in the Area of the other Contracting Party.

Article 28
Headings

The headings of the Articles of this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

Article 29
Final Provisions

1. This Agreement shall enter into force on the thirtieth day after the date of exchange of diplomatic notes between the Governments of the Contracting Parties informing each other that their respective legal procedures necessary for the entry into force of this Agreement have been completed. It shall remain in force for a period of ten years after its entry into force and shall continue in force unless terminated as provided in paragraph 2.

2. A Contracting Party may, by giving one year's advance notice in writing to the other Contracting Party, terminate this Agreement at the end of the initial ten year period or at any time thereafter.

3. In respect of investments acquired prior to the date of termination of this Agreement, the provisions of this Agreement shall continue to be effective for a period of ten years from the date of termination of this Agreement.

4. (a) The texts of this Agreement in the Japanese, Spanish and English languages shall be equally authentic. In the event of any divergence among the texts, the English text shall prevail.

(b) Notwithstanding subparagraph 4(a):

(i) Section 1 of Annex I and Section 1 of Annex II are written in the Japanese and English languages, such texts being equally authentic; and

(ii) Section 2 of Annex I and Section 2 of Annex II are written in the Spanish and English languages, such texts being equally authentic.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

DONE at Lima, on twenty-first day of November, 2008, in duplicate.

FOR JAPAN:

麻生太郎

FOR THE REPUBLIC OF PERU:

A García