(e) shall avoid unnecessary damages to the commercial, economic and financial interests of the other Contracting Party.

3. Nothing in this Agreement shall be regarded as altering the rights enjoyed and obligations undertaken by a Contracting Party as a party to the Articles of Agreement of the International Monetary Fund.

Article 16

1. Notwithstanding any other provisions of this Agreement, a Contracting Party shall not be prevented from taking measures relating to financial services for prudential reasons, including measures for the protection of investors, depositors, policy holders or persons to whom a fiduciary duty is owed by an enterprise supplying financial services, or to ensure the integrity and stability of its financial system.

2. In cases where a Contracting Party takes any measure, pursuant to paragraph 1, that does not conform with the obligations of the provisions of this Agreement, that Contracting Party shall not use such measure as a means of avoiding its obligations.

Article 17

1. Nothing in this Agreement shall be construed so as to derogate from the rights and obligations under multilateral agreements in respect of protection of intellectual property rights to which the Contracting Parties are parties.

2. Nothing in this Agreement shall be construed so as to oblige either Contracting Party to extend to investors of the other Contracting Party and their investments treatment accorded to investors of a non-Contracting Party and their investments by virtue of multilateral agreements in respect of protection of intellectual property rights, to which the former Contracting Party is a party.

3. The Contracting Parties shall give due consideration to the adequate and effective protection of intellectual property rights and shall promptly consult with each other for this purpose at the request of either Contracting Party. Depending on the results of the consultation, each Contracting Party shall, in accordance with its applicable legislation, take appropriate measures to remove the factors which are recognized as having adverse effects to the investments.

Article 18

1. The provisions of Article 2 do not prevent either Contracting Party from differentiating between treatments accorded in accordance with its legislation relating to taxes.

2. Article 3 shall not be construed so as to oblige a Contracting Party to extend to investors of the other Contracting Party special tax advantages accorded to investors of a non-Contracting Party, on the basis of reciprocity with the non-Contracting Party or by virtue of any agreement relating to taxation in force between the former Contracting Party and the non-Contracting Party.

Article 19

1. The Contracting Parties shall establish an Investment Working Group (hereinafter referred to as "the Group") within the framework of the joint committee established in accordance with provisions of Article 6 of the Agreement on Economic and Technical Cooperation Between the Government of Japan and the Government of the Kingdom of Saudi Arabia, done at Tokyo, March 1, 1975, with a view to accomplishing the objectives of this Agreement. The main function of the Group shall be to discuss any investment-related matters concerning this Agreement. Detailed functions of the Group shall be agreed upon by the Contracting Parties.

2. The Group shall meet as necessary at the request of either Contracting Party.

Article 20

The Contracting Parties shall consult each other within five years after the entry into force of this Agreement for the purpose of reviewing the Agreement, with a view to further promoting progressive liberalization of investment.

Article 21

The Contracting Parties recognize that it is inappropriate to encourage investment by investors of the other Contracting Party by relaxing environmental measures. To this effect each Contracting Party should not waive or otherwise derogate from such environmental measures as an encouragement for the establishment, acquisition or expansion of investments by investors of the other Contracting Party.