Article 15
Taxation

Nothing in this Agreement shall affect the rights and obligations of either Contracting Party under any convention for the avoidance of double taxation. In the event of any inconsistency between this Agreement and any such convention, that convention shall prevail to the extent of the inconsistency.

Article 16
Temporary Safeguard Measures

1. A Contracting Party may adopt or maintain restrictive measures with regard to cross-border capital transactions as well as payments or transfers including transfers referred to in Article 11 for transactions related to investments:

(a) in the event of serious balance-of-payments and external financial difficulties or threat thereof; or

(b) in exceptional cases where movements of capital cause or threaten to cause serious difficulties for macroeconomic management, in particular monetary and exchange rate policies.

2. Restrictive measures referred to in paragraph 1 shall:

(a) be applied in such manner that the other Contracting Party is treated no less favourably than any non-Contracting Party;

(b) be consistent with the Articles of Agreement of the International Monetary Fund;

(c) not exceed those necessary to deal with the circumstances set out in paragraph 1;

(d) be temporary and be phased out progressively as the situation specified in paragraph 1 improves;

(e) be promptly notified to the other Contracting Party; and

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

Article 17
Prudential Measures

1. Notwithstanding any other provisions of this Agreement, a Contracting Party shall not be prevented from taking prudential measures to ensure and maintain the stability of its financial system.

2. Where the measures taken by a Contracting Party pursuant to paragraph 1 do not conform with this Agreement, they shall not be used as a means of avoiding the obligations of the Contracting Party under this Agreement.

Article 18
Settlement of Disputes
between an Investor of a Contracting Party and
the Other Contracting Party

1. If any dispute arises, as a result of breaching of an obligation under this Agreement, between an investor of a Contracting Party and the other Contracting Party, it shall be notified in writing by the investor of a Contracting Party to the other Contracting Party, and the investor of a Contracting Party and the other Contracting Party shall endeavour to settle the dispute amicably.

2. If this dispute has not been settled within a period of six months from the date at which it was notified in writing by the investor of a Contracting Party to the other Contracting Party, it shall be submitted, at the request in writing and choice of the investor of a Contracting Party for settlement to:

(a) the competent court of the other Contracting Party in the Territory of which the investment has been made;

(b) an ad hoc arbitral tribunal which, unless otherwise agreed upon by the parties to the dispute, is to be established under the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL); or

(c) an arbitral tribunal established under the Convention on the Settlement of Investment Disputes between States and Nationals of other States (ICSID Convention), if both Contracting Parties are parties to the Convention.