



HRVATSKI SABOR

KLASA: 022-02/26-01/45

URBROJ: 65-26-2

Zagreb, 7. svibnja 2026.

**ZASTUPNICAMA I ZASTUPNICIMA
HRVATSKOGA SABORA**

**PREDSJEDNICAMA I PREDSJEDNICIMA
RADNIH TIJELA**

Na temelju članaka 178. i 192., a u vezi s člankom 207.a Poslovnika Hrvatskoga sabora u prilogu upućujem ***Konačni prijedlog zakona o potvrđivanju Izmjena i dopuna Ugovora o Energetskoj povelji***, koji je predsjedniku Hrvatskoga sabora podnijela Vlada Republike Hrvatske, aktom od 7. svibnja 2026. godine.

Za svoje predstavnike, koji će u njezino ime sudjelovati u radu Hrvatskoga sabora i njegovih radnih tijela, Vlada je odredila ministra gospodarstva Antu Šušnjara i državne tajnike Vedrana Špehara, Gorana Romeka, Ivana Rakociju i Ivu Milatića.

PREDSJEDNIK

Gordan Jandroković



VLADA REPUBLIKE HRVATSKE

KLASA: 022-03/26-11/18
URBROJ: 50301-05/14-26-3

Zagreb, 7. svibnja 2026.

PREDSJEDNIKU HRVATSKOGA SABORA

PREDMET: Konačni prijedlog zakona o potvrđivanju Izmjena i dopuna Ugovora o Energetskoj povelji

Na temelju članka 85. Ustava Republike Hrvatske („Narodne novine“, br. 85/10. - pročišćeni tekst i 5/14. - Odluka Ustavnog suda Republike Hrvatske) i članka 207.a Poslovnika Hrvatskoga sabora („Narodne novine“, br. 81/13., 113/16., 69/17., 29/18., 53/20., 119/20. - Odluka Ustavnog suda Republike Hrvatske, 123/20. i 86/23. - Odluka Ustavnog suda Republike Hrvatske), Vlada Republike Hrvatske podnosi Konačni prijedlog zakona o potvrđivanju Izmjena i dopuna Ugovora o Energetskoj povelji.

Za svoje predstavnike, koji će u njezino ime sudjelovati u radu Hrvatskoga sabora i njegovih radnih tijela, Vlada je odredila ministra gospodarstva Antu Šušnjara i državne tajnike Vedrana Špehara, Gorana Romeka, Ivana Rakociju i Ivu Milatića.


PREDSTEDNIK
mr. sc. Andrej Plenković

VLADA REPUBLIKE HRVATSKE

KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU IZMJENA I DOPUNA
UGOVORA O ENERGETSKOJ POVELJI

Zagreb, svibanj 2026.

KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU IZMJENA I DOPUNA UGOVORA O ENERGETSKOJ POVELJI

I. USTAVNA OSNOVA

Ustavna osnova za donošenje Zakona o potvrđivanju Izmjena i dopuna Ugovora o Energetskoj povelji, sadržana je u odredbi članka 140. stavka 1. Ustava Republike Hrvatske („Narodne novine“, br. 85/10. - pročišćeni tekst i 5/14. - Odluka Ustavnog suda Republike Hrvatske).

II. OCJENA STANJA I CILJ KOJI SE DONOŠENJEM ZAKONA ŽELI POSTIĆI

Ugovor o Energetskoj povelji, sastavljen u Lisabonu 17. prosinca 1994. (u daljnjem tekstu: Ugovor o Energetskoj povelji) mnogostrani je međunarodni ugovor čiji je cilj uspostava pravnog okvira za promicanje suradnje u energetskom sektoru među državama ugovornicama. Republika Hrvatska potvrdila je Ugovor 1997. donošenjem Zakona o potvrđivanju Ugovora o Energetskoj povelji („Narodne novine“, broj 15/97.), čime je on postao dio njezina unutarnjeg pravnog poretka.

Konferencija Energetske povelje je na svojoj 35. statutarnoj sjednici održanoj 3. prosinca 2024. usvojila sveobuhvatne Izmjene i dopune Ugovora o Energetskoj povelji, uključujući materijalne odredbe, Preinake i izmjene Aneksa Ugovora o Energetskoj povelji te Izmjene utanačenja, iskaza i odluka donesenih u okviru Konferencije Energetske povelje. Izmjene i dopune navedenih akata sadržane su u odlukama Konferencije Energetske povelje i to CCDEC 2024 12 GEN, CCDEC 2024 13 GEN, CCDEC 2024 14 GEN dok se u Odluci CCDEC 2024 15 GEN utvrđuje stupanje na snagu, privremena primjena Izmjena i dopuna Ugovora o Energetskoj povelji i Preinaka i izmjena Aneksa Ugovora o Energetskoj povelji.

Usvojene Izmjene i dopune Ugovora o Energetskoj povelji usmjerene su na modernizaciju Ugovora, radi njegova usklađivanja s razvojem međunarodnog prava ulaganja, suvremenim energetskim i klimatskim politikama te pravnom stečevinom Europske unije. Posebno se preciziraju i dopunjuju odredbe koje se odnose na standarde zaštite ulaganja, pravo ugovornih stranaka na regulaciju radi ostvarivanja legitimnih ciljeva javne politike, područje primjene Ugovora u odnosu na energetske materijale, proizvode i aktivnosti te prijelazna razdoblja za pojedine kategorije ulaganja, uključujući postupno isključivanje pojedinih fosilnih goriva iz zaštite ulaganja.

Preinakama i izmjenama Aneksa Ugovora o Energetskoj povelji revidirani su i brojni Aneksi Ugovora o Energetskoj povelji, uključujući popise energetskih materijala i proizvoda te posebne režime primjene u odnosu na ulaganja izvršena prije i nakon određenih rokova. Nadalje, Izmjene i dopune koje su predmet potvrđivanja ovim Zakonom obuhvaćaju i tehničko-terminološka usklađivanja, brisanje zastarjelih tumačenja i izjava te uvođenje novih odredbi potrebnih za osiguranje dosljedne primjene moderniziranog Ugovora o Energetskoj povelji.

Donošenjem Zakona osigurava se pravna valjanost i primjenjivost moderniziranih odredbi Ugovora o Energetskoj povelji na državnom području Republike Hrvatske te pravna sigurnost svih subjekata na koje se primjena Ugovora o Energetskoj povelji odnosi.

III. OSNOVNA PITANJA KOJA SE PREDLAŽU UREDITI ZAKONOM

Ovim Zakonom potvrđuju se Izmjene i dopune Ugovora o Energetskoj povelji, kako bi njihove odredbe, u smislu članka 141. Ustava Republike Hrvatske postale dio unutarnjeg pravnog poretka Republike Hrvatske.

Cilj Izmjena i dopuna Ugovora o Energetskoj povelji je prilagoditi Ugovor suvremenim energetske i klimatskim politikama, osigurati uravnoteženu i predvidivu razinu zaštite ulaganja u energetskom sektoru te istodobno potvrditi pravo ugovornih stranaka na reguliranje radi ostvarivanja ciljeva javne politike, uključujući zaštitu okoliša, borbu protiv klimatskih promjena, zaštitu javnog zdravlja i sigurnosti opskrbe energijom.

IV. OCJENA SREDSTAVA POTREBNIH ZA PROVOĐENJE ZAKONA

Za provedbu ovoga Zakona nije potrebno osigurati dodatna financijska sredstva iz državnog proračuna Republike Hrvatske.

V. PRIJEDLOG ZA DONOŠENJE ZAKONA PO HITNOM POSTUPKU

Temelj za donošenje ovoga Zakona nalazi se u članku 207.a Poslovnika Hrvatskoga sabora („Narodne novine“, br. 81/13., 113/16., 69/17. i 29/18., 53/20., 119/20. - Odluka Ustavnog suda Republike Hrvatske, 123/20. i 86/23. - Odluka Ustavnog suda Republike Hrvatske), prema kojemu se zakoni kojima se, u skladu s Ustavom Republike Hrvatske, potvrđuju međunarodni ugovori donose u pravilu u jednom čitanju, a postupak donošenja pokreće se podnošenjem Konačnog prijedloga zakona o potvrđivanju međunarodnog ugovora.

S obzirom na prirodu postupka potvrđivanja međunarodnih ugovora, kojim država i formalno izražava spremnost da bude vezana već sklopljenim međunarodnim ugovorom, kao i na činjenicu da se u ovoj fazi postupka, u pravilu, ne može mijenjati ili dopunjavati tekst međunarodnog ugovora, predlaže se ovaj Konačni prijedlog zakona raspraviti i prihvatiti u jednom čitanju.

KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU IZMJENA I DOPUNA UGOVORA O ENERGETSKOJ POVELJI

Članak 1.

Potvrđuju se Izmjene i dopune Ugovora o Energetskoj povelji, usvojene u Bruxellesu 3. prosinca 2024., zajedno s Preinakama i izmjenama Aneksa Ugovora o Energetskoj povelji i Izmjenama utanačenja, iskaza i odluka sadržanih u Završnom dokumentu Konferencije Energetske povelje, kako je preinačen Protokolom o ispravku iz 1996. i utanačenja sadržanih u Završnom dokumentu Međunarodne konferencije i Odluci Konferencije Energetske povelje u svezi s izmjenama i dopunama trgovinskih odredbi Ugovora o Energetskoj povelji, odobrene u Bruxellesu 3. prosinca 2024., od strane Konferencije Energetske povelje na statutarnom zasjedanju svog 35. sastanka, Odlukama broj CCDEC 2024 12 GEN, CCDEC 2024 13 GEN, i CCDEC 2024 14 GEN, a koje se odnose na tekst Ugovora o Energetskoj povelji, sastavljenog u Lisabonu 17. prosinca 1994. i tekst Ugovora o Energetskoj povelji kako je preinačen izmjenama i dopunama trgovinskih odredbi Ugovora o Energetskoj povelji, usvojenim u Bruxellesu 24. travnja 1998., u izvorniku na njemačkom, engleskom, španjolskom, francuskom i ruskom jeziku.

Članak 2.

Tekstovi Izmjena i dopuna Ugovora o Energetskoj povelji, Preinaka i izmjena Aneksa Ugovora o Energetskoj povelji i Izmjena utanačenja, iskaza i odluka sadržanih u Završnom dokumentu Konferencije Energetske povelje iz članka 1. ovoga Zakona, u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik, glase:

IZMJENE I DOPUNE UGOVORA O ENERGETSKOJ POVELJI

Dana 3. prosinca 2024., Ugovorne stranke Ugovora o Energetskoj povelji (ECT), sastajući se na Konferenciji o Energetskoj povelji, usvojile su sljedeće Izmjene i dopune Ugovora o Energetskoj povelji. Osim ako je izričito navedeno drukčije, Izmjene i dopune odnose se i na izvorni Ugovor o Energetskoj povelji usvojen 1994. (u daljnjem tekstu: „izvorni ECT”) i na Ugovor o Energetskoj povelji izmijenjen izmjenama i dopunama odredbi povezanih s trgovinom usvojenima 1998. (u daljnjem tekstu: „ECT kako je izmijenjen 1998.”).

Članak 1.

Preambula se mijenja kako slijedi:

1. U stavku sedam briše se: „te da će te obveze biti primijenjene za ulazak u investicije shodno dodatnom ugovoru”.
2. Nakon stavka četrnaest dodaje se novi stavak koji glasi: „Podsjećajući na relevantne instrumente koji se odnose na održivi razvoj i okoliš kojih se Ugovorne stranke pridržavaju, kao što su Deklaracija iz Rija o okolišu i razvoju te Agenda 21 iz 1992. Deklaracija Međunarodne organizacije rada (u daljnjem tekstu: „MOR”) o temeljnim načelima i pravima na radu iz 1998., Ministarska deklaracija iz 2006. pod nazivom „Stvaranje okruženja na nacionalnoj i međunarodnoj razini koje pogoduje stvaranju pune i produktivne zaposlenosti i dostojanstvenog rada za sve te njegov utjecaj na održivi razvoj”, koju je usvojilo Gospodarsko i socijalno vijeće Ujedinjenih naroda, Deklaracija MOR-a o socijalnoj pravdi za pravednu globalizaciju iz 2008., Program UN-a za održivi razvoj do 2030. iz 2015. s pripadajućim ciljevima održivog razvoja, Pariški sporazum iz 2015. te Okvirna konvencija Ujedinjenih naroda o promjeni klime (u daljnjem tekstu: UNFCCC),”
3. U stavku petnaest briše se: „Okvirna konvencija Ujedinjenih naroda o promjeni klime,“.
4. Prije posljednjeg stavka dodaju se dva nova stavka koja glase:

„Priznajući neotuđiva prava Ugovornih stranki da reguliraju Investicije na svojim područjima radi postizanja legitimnih ciljeva javne politike;

Podsjećajući da mjere za ostvarivanje bitnih sigurnosnih ciljeva mogu biti predmet izuzeća u skladu s ovim Ugovorom; i
5. Na početku posljednjeg stavka briše se: „i”.

Članak 2.

Dio I. mijenja se kako slijedi:

1. U članku 1. stavku (1) briše se tekst nakon „1991.” i zamjenjuje se sljedećim: „te Međunarodna energetska povelja usvojena u Završnom dokumentu Druge haške konferencije o Međunarodnoj energetskoj povelji potpisanoj u Haagu 20. svibnja 2015.;

potpisivanje ili odobrenje bilo kojeg od Završnih dokumenata smatra se potpisivanjem Povelje.“

2. U članku 1. stavku (2) engleska riječ prevedena kao „zajednica“ zamjenjuje drugom engleskom riječju bez značaja za hrvatski prijevod.
3. U članku 1. stavku (3) engleska riječ prevedena kao „zajednica“ zamjenjuje se drugom engleskom riječju bez značaja za hrvatski prijevod, iza koje se umeću riječi „(dalje u tekstu: „REIO)“; a engleska riječ prevedena kao „zajednica“ zamjenjuje se drugom engleskom riječju bez značaja za hrvatski prijevod.
4. U pogledu izvornog ECT-a, u članku 1. stavku (4) briše se: „zasnovani na Harmoniziranom sustavu Savjeta za carinsku suradnju, te na Kombiniranoj nomenklaturi Europske zajednice,”.
5. U pogledu ECT-a kako je izmijenjen 1998., u članku 1. stavku (4) briše se „zasnovani na Harmoniziranom sustavu Savjeta za carinsku suradnju, te na Kombiniranoj nomenklaturi Europske zajednice,”.
6. U pogledu ECT-a kako je izmijenjen 1998., u članku 1. stavku 4.bis briše se: „zasnovani na Harmoniziranom sustavu Savjeta za carinsku suradnju,“.
7. U članku 1. tekst stavka (5) zamjenjuje se sljedećim:

„„Gospodarska djelatnost u energetsom sektoru” znači gospodarsku djelatnost koja se odnosi na:

- (a) istraživanje, vađenje, oplemenjivanje, proizvodnju, skladištenje, zemaljski transport, prijenos, distribuciju, trgovinu, obradu tržišta ili prodaju Energetskih materijala i proizvoda, osim onih koji su isključeni Aneksom NI;
- (b) hvatanje, upotreba i skladištenje ugljikovog dioksida u svrhu dekarbonizacije energetske sustava, osim kako je isključeno Aneksom NI; ili
- (c) distribuciju toplinske energije većem broju objekata.“

8. U članku 1. stavku (6):

- Nakon riječi „Investitor“, dodaje se „Ugovorne stranke na području druge Ugovorne stranke (u daljnjem tekstu: „Ugovorna strana domaćin”) koja je izvršena ili stečena u skladu s mjerodavnim pravom u Ugovornoj stranki domaćinu i koja ima obilježja investicije, kao što su angažiranje kapitala ili drugih resursa, očekivanje dobiti ili profita, određeno trajanje ili preuzimanje rizika. „Investicija” znači imovinu povezanu s gospodarskom djelatnošću u energetsom sektoru“;
- iza teksta podstavka (f) dodaje se:

„Radi otklanjanja dvojbe u ovom stavku:

- (a) novčana potraživanja koja proizlaze isključivo iz komercijalnih ugovora o prodaji robe ili usluga koje fizička osoba, društvo ili druga organizacija na području Ugovorne stranke pruža fizičkoj osobi, društvu ili drugoj organizaciji na području druge Ugovorne stranke, ili odobravanje kredita u vezi s takvim transakcijama, rjeđe imaju obilježja Investicije;
 - (b) nalog ili presuda donesena u sudskom ili upravnom postupku ili arbitražni pravorijek ne predstavljaju Investiciju; i
 - (c) manja povreda prava primjenjivog u Ugovornoj stranki domaćinu u trenutku kada je investicija izvršena ili stečena ne znači da imovina nije Investicija.”
- U pretposljednem podstavku, iza riječi „u kojem je imovina investirana” dodaje se „ili reinvestirana”.
 - Posljednji podstavak se briše.

9. U članku 1, stavku (7):

- briše se „(a) s obzirom na Ugovornu stranku:“ i „(b) s obzirom na »treću državu«, fizičku osobu, tvrtku ili drugu organizaciju koja zadovoljava, s nužnim izmjenama, uvjete navedene za Ugovornu stranku u podstavku (a).“
- podstavak (i) prenumerira se u podstavak (a), a tekst se zamjenjuje sljedećim:

„fizičku osobu koja ima državljanstvo Ugovorne stranke ili je njezin stalni stanovnik u skladu s njezinim mjerodavnim pravom, pod uvjetom da ta osoba nema državljanstvo niti je stalni stanovnik Ugovorne stranke domaćina u trenutku kada je Investicija izvršena ili stečena;¹ i“
- i podstavak (ii) prenumerira se u podstavak (b) te se tekst zamjenjuje sljedećim:

„društvo ili druga organizacija osnovana u skladu s pravom primjenjivim u Ugovornoj stranki i sa stvarnim gospodarskim djelatnostima na području te Ugovorne stranke. Postojanje stvarnih gospodarskih djelatnosti treba se utvrditi cjelokupnim ispitivanjem, od slučaja do slučaja, relevantnih okolnosti, koje mogu uključivati informaciju o tome:

 - (i) ima li organizacija fizičku prisutnost na području te Ugovorne stranke;
 - (ii) zapošljava li osoblje na području te Ugovorne stranke;
 - (iii) ostvaruje li promet na području te Ugovorne stranke; ili
 - (iv) plaća li poreze na području te Ugovorne stranke.“

¹ Pojam „fizička osoba“ uključuje osobe koje trajno borave u Republici Latviji, a koje nisu državljani Republike Latvije ili bilo koje druge države, ali koje su prema zakonima Republike Latvije ovlaštene dobiti putovnicu za osobe bez državljanstva.

10. U članku 1. stavku 10. „Regionalna zajednica gospodarskog udruživanja“ zamjenjuje se kraticom „REIO“ te se engleska riječ prevedena kao „zajednica“ dva puta zamjenjuje drugom engleskom riječju bez značaja za hrvatski prijevod.

11. U članku 1. stavku 12. briše se „autorska i pripadna prava, zaštitne znakove, zemljopisne znakove, industrijsko oblikovanje, patente, dizajne nacrti integriranih krugova, te zaštitu povjerljivih podataka“ i dodaje se:

”:

(a) sve kategorije intelektualnog vlasništva koje su predmet odjeljaka 1. do 7. dijela II. Sporazuma o trgovinskim aspektima prava intelektualnog vlasništva (TRIPS) sadržanog u Prilogu 1.C Sporazumu o WTO-u, a to su:

- (i) autorska i srodna prava;
- (ii) patenti (koji, u slučaju Europske unije i Švicarske, uključuju prava proizašla iz svjedodžbi (*eng. certificate*) o dodatnoj zaštiti);
- (iii) žigovi;
- (iv) industrijski dizajn;
- (v) topografije integriranih krugova;
- (vi) oznake zemljopisnog podrijetla;
- (vii) zaštita neobjavljenih informacija; i

(b) oplemenjivačka prava na biljne sorte.“

12. U članku 1. dodaje se novi stavak:

”(15) ”Radno zakonodavstvo“ znači zakone i propise, ili odredbe zakona i propisa, Ugovorne stranke koji su potrebni za provedbu međunarodno priznatih radnih prava na:

- (a) slobodu udruživanja i učinkovito priznavanje prava na kolektivno pregovaranje;
- (b) ukidanje svih oblika prisilnog ili obveznog rada;
- (c) učinkovito ukidanje rada djece, zabranu najgorih oblika rada djece te drugih oblika rada djece i maloljetnika;
- (d) uklanjanje diskriminacije u pogledu zapošljavanja i zanimanja; i
- (e) prihvatljive uvjete rada u pogledu minimalnih plaća, radnog vremena te zaštite na radu i očuvanja zdravlja.”

Članak 3.

Dio II. mijenja se kako slijedi:

1. U članku 5. stavku (1) riječ „članaka III” zamjenjuje se s „Članaka III”, a riječ „Članka 29.” zamjenjuje se s „Članka 32.”; a u stavku (4) dodaju se riječi „ili pristupanju ovom” nakon „potpisivanja”.
2. U članku 6. stavku (7) riječ „Članku (27) (1)“ zamjenjuju se s „Članku 30 (1)“.
3. U članku 7. stavku (1) na kraju se dodaje sljedeći tekst:

„Za potrebe ovog Ugovora, „tranzit“ znači:

- (a) prijevoz preko područja Ugovorne stranke, sa skladištenjem ili bez njega, energetskih materijala i proizvoda koji potječu s područja druge države i namijenjeni su području treće države, pod uvjetom da je ili ta druga država ili ta treća država Ugovorna stranka; ili
 - (b) prijevoz preko područja Ugovorne stranke, sa skladištenjem ili bez njega, energetskih materijala i proizvoda koji potječu s područja druge Ugovorne stranke i namijenjeni su području te druge Ugovorne stranke, osim ako dvije predmetne Ugovorne stranke odluče drukčije i svoju odluku zabilježe zajedničkim upisom u Aneks N. Dvije Ugovorne stranke mogu izbrisati svoj upis u Prilogu N dostavljanjem zajedničke pisane obavijesti o svojim namjerama Tajništvu, koje tu obavijest prosljeđuje svim ostalim Ugovornim strankama. Brisanje stupa na snagu četiri tjedna nakon takve prethodne obavijesti.“
4. U članku 7. stavku 2., na kraju podstavka (c) dodaje se riječ „i”, a nakon podstavka (d) dodaje se sljedeće:

„Za potrebe ovog članka, „postrojenja za transport energije“ znače visokotlačne plinovode, visokonaponske prijenosne mreže i vodove električne energije, cjevovode za sirovu naftu, cjevovode za ugljenu kašu, cjevovode za naftne derivate i druge fiksne objekte namijenjene isključivo za rukovanje energetskim materijalima i proizvodima.“

5. U članku 7., nakon stavka 2., dodaju se tri nova stavka:

„(3) Svaka Ugovorna stranka nastoji poduzeti, u skladu sa svojim zakonima i propisima, sve odgovarajuće mjere kako bi olakšala transparentan i nediskriminirajući pristup, u svrhu tranzita, postojećim i budućim postrojenjima za transport energije, osim ako postrojenju za transport energije nedostaje potreban raspoloživi kapacitet ili postoji neusklađenost u pogledu tehničkih parametara ili kvalitete predmetnih energetskih materijala i proizvoda. U slučaju uskraćivanja takvog pristupa, razlozi se moraju propisno obrazložiti. Za potrebe ovog članka:

- (a) „Pristup postrojenjima za transport energije u svrhu tranzita“ znači, za tranzit prirodnog plina i nafte, dopuštenje, bilo ugovorno ili na drugi način dodijeljeno, za prolaz kroz takva postrojenja u skladu s trgovačkim ugovorima koji se odnose na kapacitet za tranzit, međuvladinim sporazumima i sporazumima s državom domaćinom, kao i zakonima i propisima ugovorne stranke na čijem se području nalaze postrojenja za transport energije; i
- (b) „Raspoloživi kapacitet“ znači, za tranzit prirodnog plina i nafte, fizički kapacitet postrojenja za transport energije koji nije dodijeljen i koji bi se mogao ponuditi drugim Ugovornim strankama u skladu s trgovačkim ugovorima koji se odnose na kapacitet za tranzit, međuvladinim sporazumima i sporazumima s državom domaćinom, kao i zakonima i propisima Ugovorne stranke na čijem se području nalaze postrojenja za transport energije.
- (4) Svaka Ugovorna stranka nastoji poduzeti, u skladu sa svojim zakonima i propisima, sve odgovarajuće mjere kako bi olakšala da mehanizmi dodjele kapaciteta i postupci upravljanja zagušenjima za postrojenja za transport energije budu tržišno utemeljeni, transparentni i nediskriminirajući.
- (5) Svaka Ugovorna stranka nastoji poduzeti, u skladu sa svojim zakonima i propisima, sve odgovarajuće mjere kako bi olakšala da se tarife potrebne za pristup postrojenjima za transport energije ili njihovu upotrebu u svrhu tranzita, kao i metodologije korištene za njihov izračun, primjenjuju objektivno, transparentno i na nediskriminirajući način. Svaka Ugovorna stranka nastoji osigurati, u skladu sa svojim zakonima i propisima, objavu uvjeta i tarifa ili naknada za pristup postrojenjima za transport energije ili njihovu upotrebu u svrhu tranzita, kao i sve druge informacije koje mogu biti potrebne za olakšavanje takvog pristupa ili upotrebe.”
6. U članku 7. stavci (3) do (7) prenumeriraju se u stavke (6) do (10).
7. U članku 7. stavku (5) na kraju prve rečenice dodaje se riječ „dopustiti.”; briše se riječ „dopustiti” na početku podstavaka (a) i (b); riječi „podložno stavcima (6) i (7)” zamjenjuju se riječima „podložno stavcima (9) i (10)”;
8. U članku 7. stavku (6) riječ „stavak (7)” zamjenjuje se s „stavak (10)”.
9. U članku 7. stavku (7) riječ „stavak (6)” zamjenjuju se dvaput riječju „stavak (9)”;
10. dio rečenice „ali tek nakon što se iscrpe” zamjenjuje se s „nakon pisanog sporazuma između Ugovornih stranaka koje su stranke u sporu o podnošenju spora postupku mirenja predviđenom u ovom stavku ili nakon što se iscrpe”; a dio rečenice na engleskom jeziku

koji je preveden kao „Ugovornih stranki u sporu“ zamjenjuje se engleskim riječima bez značaja za hrvatski prijevod.

10. U članku 7. stavku (7) na kraju podstavka (b) dodaje se „osim ako strane u sporu ne dogovore drukčije“; a na kraju podstavka (c) dodaje se: „Odluka o privremenim tarifama donosi se uzimajući u obzir odredbe stavka (5).“.
11. U članku 7. dodaju se dva nova stavka:
 - ”(11) Ovaj se članak ne smije tumačiti tako da sprječava Ugovorne stranke u organiziranju njihovih energetske sustava na temelju virtualnih tokova energetske materijala i proizvoda. Tamo gdje Ugovorne stranke organiziraju svoje energetske sustave na temelju virtualnih tokova, ovaj članak ne daje pravo na primanje fizičkih energetske materijala i proizvoda ubrizganih u takve sustave.“
 - (12) Ovaj se članak ne smije tumačiti tako da sprječava Ugovorne stranke u organiziranju njihovih energetske sustava na temelju međunarodnih operacija razmjene, pod kojima se podrazumijeva fizička ili virtualna razmjena količine energetske materijala i proizvoda na području jedne Ugovorne stranke za jednakovrijednu količinu istih energetske materijala i proizvoda na području druge države namijenjenih području treće države, pod uvjetom da je ili ta druga država ili ta treća država Ugovorna stranka.
12. U članku 7. stavku (9) riječ „stavak (4)“ zamjenjuje se sa „stavak (7)“; a stavci (8) do (9) prenumeriraju se u stavke (13) do (14).
13. U članku 7. briše se stavak (10).
14. U članku 9. na kraju stavka (1) riječi „na temeljima koji nisu nepovoljniji od onih koje u sličnim okolnostima daje svojim vlastitim tvrtkama i državljanima, ili tvrtkama i državljanima neke druge Ugovorne stranke, ili bilo kojoj trećoj državi, ovisno što je od toga najpovoljnije“ zamjenjuju se riječima „na najpovoljnijoj osnovi koju u sličnim situacijama osigurava vlastitim društvima ili državljanima, ili društvima ili državljanima bilo koje druge Ugovorne stranke ili bilo koje države koja nije Ugovorna stranka“.

Članak 4.

Dio III. mijenja se kako slijedi:

1. U članku 10. tekst stavka (1) zamjenjuje se sljedećim:

”Svaka Ugovorna stranka osigurava Investicijama Investitora drugih Ugovornih stranaka, kao i tim Investitorima u pogledu njihovih Investicija, pravičan i pravedan tretman te punu zaštitu i sigurnost na svom području.“

2. U članku 10., nakon stavka (1) dodaje se:

„(2) Ugovorna stranka krši obvezu osiguravanja pravičnog i pravednog tretmana iz stavka (1) mjerom ili nizom mjera koje predstavljaju:

- (a) proizvoljnost, kao što je očita nerazumnost;
- (b) ciljanu diskriminaciju na neopravdanim osnovama, kao što su spol, rasa ili vjersko uvjerenje;
- (c) bitnu povredu pravičnog postupka, uključujući bitnu povredu transparentnosti u sudskim i upravnim postupcima;
- (d) uskratu pravde u kaznenim, građanskim ili upravnim sudskim postupcima;
- (e) zlouporabu, poput uznemiravanja, prisile ili iznude; ili
- (f) iznevjeravanje legitimnih očekivanja² Investitora ako su ona bila ključna za njegovu Investiciju i ako su proizašla iz jasnog i specifičnog očitovanja ili obveze³ te Ugovorne stranke na koju se Investitor razumno oslonio pri odluci o poduzimanju ili održavanju Investicije.

Radi veće sigurnosti, kršenje druge odredbe ovog Ugovora ili bilo kojeg drugog međunarodnog sporazuma ne predstavlja kršenje obveze pravičnog i pravednog tretmana.

- (3) Obveza osiguravanja pune zaštite i sigurnosti iz stavka (1) odnosi se na fizičku sigurnost Investitora i njihovih Investicija.

3. U članku 10. stavak (2) prenumerira se u stavak (4); dodaju se riječi „u sličnim situacijama,” nakon riječi „osigurava” u prvom retku; a „stavak (3)” zamjenjuje se sa „stavak (5)”.

4. U članku 10. stavak (3) prenumerira se u stavak (5) i njegov se tekst zamjenjuje sljedećim:

”Za potrebe ovog članka, „tretman“ označava tretman koji osigurava Ugovorna stranka, a koji je najpovoljniji od onoga koji osigurava vlastitim investitorima, Investitorima bilo koje druge Ugovorne stranke ili investitorima bilo koje države koja nije Ugovorna stranka.”

5. U članku 10. brišu se stavci (4) i (8).

6. U članku 10. stavci (5) do (6) prenumeriraju se u (6) do (7); a sva upućivanja na „stavak (3)” zamjenjuju se upućivanjima na „stavak (5)”.

7. U članku 10. stavak (7) prenumerira se u (8); a njegov se tekst zamjenjuje sljedećim:

„Svaka Ugovorna strana osigurava Investicijama na svom području Investitora drugih Ugovornih stranaka, kao i njihovim povezanim aktivnostima uključujući upravljanje, održavanje, upotrebu, uživanje ili raspolaganje, najpovoljniji tretman koji u sličnim situacijama osigurava Investicijama vlastitih investitora ili Investitorima bilo koje druge

² Radi veće sigurnosti, legitimna očekivanja Investitora ne uključuju opća očekivanja, kao što je očekivanje (u nedostatku jasnih i specifičnih očitovanja ili obveza u tom smislu) da se pravni ili regulatorni okvir Ugovorne stranke neće mijenjati.

³ Za potrebe ovog članka, utvrđivanje postoji li jasno i specifično očitovanje ili obveza zahtijeva ispitivanje temeljem činjenica, od slučaja do slučaja, koje uzima u obzir, među ostalim čimbenicima, zakone i propise te relevantne javno poznate politike Ugovorne stranke i njihove ciljeve.

Ugovorne stranke ili investitorima bilo koje države koja nije Ugovorna stranka te njihovim povezanim aktivnostima uključujući upravljanje, održavanje, upotrebu, uživanje ili raspolaganje.

Radi veće sigurnosti, „tretman“ naveden u ovom stavku ne uključuje postupke rješavanja sporova predviđene u drugim međunarodnim sporazumima;

Za potrebe ovog Ugovora, materijalne odredbe u drugim međunarodnim sporazumima koje je Ugovorna stranka sklopila s državom koja nije Ugovorna stranka same po sebi ne predstavljaju „tretman“ naveden u ovom stavku. Mjere Ugovorne stranke poduzete u skladu s tim odredbama⁴ mogu predstavljati takav tretman i stoga dovesti do kršenja ovog stavka.”

8. U članku 10. stavku (9) briše se posljednja rečenica; „Regionalna zajednica gospodarskog udruživanja” zamjenjuje se kraticom „REIO”; „U pogledu podstavka (a), izvješće” zamjenjuje se sa „Izvješće”; „druge mjere relevantne za: (a) izuzeća od stavka (2); ili (b) programe navedene u stavku (8)” zamjenjuje se sa „druge mjere relevantne za izuzeća od stavka (4)”; a „stavak (3)” zamjenjuje se sa „stavak (5)”.

9. U članku 10. stavku (10) „stavci (3) i (7)” zamjenjuju se sa „stavci (5) i (8)”.

10. U članku 10., nakon stavka (12), dodaje se:

”(13) Za potrebe ovog Ugovora, ako je Ugovorna stranka preuzela bilo kakvu specifičnu pisanu obvezu prema Investitoru druge Ugovorne stranke ili prema Investiciji tog Investitora na svom području, prva Ugovorna stranka ne smije prekršiti navedenu obvezu izvršavanjem državne vlasti.”

11. U članku 12. stavku (1) „priznaje bilo kojem drugom investitoru bez obzira da li je to njen vlastiti investitor, Investitor neke druge Ugovorne stranke, ili je investitor neke treće države ” zamjenjuje se riječima „priznaje bilo kojim drugom investitorima, bilo vlastitim investitorima, Investitorima bilo koje druge Ugovorne stranke ili investitorima bilo koje države koja nije Ugovorna stranka”.

12. U članku 12. stavku (2) dodaje se dvotočka nakon riječi „koji proizlaze iz”.

13. U članku 13. stavku (1) tekst „ne mogu biti nacionalizirane, izvlaštene ili podvrgnute mjeri, ili mjerama, koje imaju jednaki učinak kao nacionalizacija ili izvlaštenje” zamjenjuju se riječima „neće biti predmet izravnog ili neizravnog izvlaštenja”; nakon „neposredno prije nego što je” dodaju se riječi „došlo do izvlaštenja ili”; a nakon riječi „vrijednost Investicije” dodaju se riječi „ovisno o tome što je ranije”.

14. U članku 13. stavci (2) i (3) prenumeriraju se u stavke (5) i (6); a nakon stavka (1) dodaje se:

”(2) Izravno izvlaštenje nastaje kada je Investicija nacionalizirana ili na drugi način izravno izvlaštena putem formalnog prijenosa vlasništva ili izravnog oduzimanja.

⁴ Radi veće sigurnosti, samo prenošenje tih odredbi u unutarnje pravo, u mjeri u kojoj je to potrebno radi njihovog uključivanja u unutarnji pravni poredak, samo po sebi ne smatra se mjerom.

- (3) Neizravno izvlaštenje nastaje kada mjera ili niz mjera Ugovorne stranke ima učinak jednak izravnom izvlaštenju, bez formalnog prijenosa vlasništva ili izravnog oduzimanja, tako što značajno lišava Investitora vrijednosti njegove Investicije ili temeljnih obilježja vlasništva nad njegovom Investicijom, uključujući pravo na upotrebu, uživanje ili raspolaganje njegovom Investicijom.”

Utvrđivanje predstavlja li mjera ili niz mjera Ugovorne stranke neizravno izvlaštenje zahtijeva ispitivanje temeljem činjenica, od slučaja do slučaja, koje uzima u obzir, među ostalim čimbenicima:

- (a) gospodarski učinak mjere ili niza mjera, iako sama činjenica da mjera ili niz mjera Ugovorne stranke ima nepovoljan učinak na gospodarsku vrijednost Investicije ne dokazuje da je došlo do neizravnog izvlaštenja; te
 - (b) karakter mjere ili niza mjera, uključujući njezinu svrhu i kontekst.
- (4) Osim u rijetkim okolnostima kada je učinak mjere ili niza mjera toliko težak u svjetlu njezine svrhe da je očito pretjeran, nediskriminirajuće mjere Ugovorne stranke koje su osmišljene i koje se primjenjuju radi zaštite legitimnih ciljeva javne politike, kao što su javno zdravlje, sigurnost i okoliš (uključujući u pogledu ublažavanja klimatskih promjena i prilagodbe njima), ne predstavljaju neizravno izvlaštenje.”

15. U članku 14. briše se stavak (5); a tekst stavka (4) zamjenjuje se sljedećim:

”Neovisno o stavcima (1) do (3), Ugovorna stranka može spriječiti, ograničiti ili odgoditi prijenos, pod uvjetom da to ne predstavlja prikriveno ograničenje prijenosa, putem pravične, nediskriminirajuće i savjesne primjene svojih zakona i propisa koji se odnose na:

- (a) stečaj, nesolventnost ili zaštitu prava vjerovnika;
- (b) izdavanje, trgovanje ili poslovanje ročnicama, opcijama, vrijednosnim papirima ili drugim financijskim instrumentima;
- (c) financijsko izvještavanje ili vođenje evidencije o prijenosima kada je to potrebno kao pomoć tijelima za provedbu zakona ili financijskim regulatornim tijelima;
- (d) kaznena ili prekršajna djela, obmanjujuće ili prijevarne radnje;
- (e) osiguravanje usklađenosti s nalogima ili presudama u sudskim postupcima; ili
- (f) sustave socijalne sigurnosti, javne mirovinske sustave ili obvezne programe štednje.”

16. U članku 14. stavak (6) prenumerira se u stavak (5); a upućivanje na „prema članku 29. stavku (2) točki (a)” zamjenjuje se upućivanjem na „prema članku 32. stavku (2) točki (a)”.

17. U članku 14. na kraju se dodaju dva nova stavka:

”(6) Neovisno o stavcima (1) do (3), ako se Ugovorna stranka suoči s ozbiljnim poteškoćama u platnoj bilanci ili vanjskim financijskim poteškoćama, ili prijetnjom istih, ona može donijeti ili zadržati restriktivne mjere.⁵ Takve mjere moraju:

- (a) biti u skladu sa Statutom Međunarodnog monetarnog fonda (IMF), kako je primjenjivo;
- (b) ne premašivati ono što je nužno za rješavanje okolnosti opisanih u ovom stavku;
- (c) biti privremene i postupno se ukidati kako se situacija navedena u ovom stavku poboljšava;
- (d) izbjegavati nepotrebnu štetu komercijalnim, ekonomskim i financijskim interesima bilo koje druge Ugovorne stranke;
- (e) biti nediskriminirajuće u usporedbi s bilo kojom drugom Ugovornom strankom ili državom koja nije Ugovorna stranka u sličnim situacijama; i
- (f) o njima se moraju odmah obavijestiti druge Ugovorne stranke putem Tajništva.

Radi veće sigurnosti, ozbiljne poteškoće u platnoj bilanci ili vanjske financijske poteškoće, ili prijetnja istih, mogu biti uzrokovane, među ostalim čimbenicima, ozbiljnim poteškoćama povezanim s monetarnom politikom ili politikom deviznog tečaja, ili prijetnjom istih.”

(7) Neovisno o stavcima (1) do (3), u iznimnim okolnostima ozbiljnih poteškoća, ili prijetnje istih, za funkcioniranje ekonomske i monetarne unije u slučaju Europske unije ili za provođenje monetarne politike i politike deviznog tečaja u slučaju drugih Ugovornih stranaka, zaštitne mjere mogu se donijeti ili zadržati u razdoblju koje ne prelazi šest mjeseci. Takve mjere moraju biti ograničene na ono što je strogo nužno za rješavanje okolnosti opisanih u ovom stavku.”

18. U članku 15. stavku (1) „području druge Ugovorne stranke (u daljnjem tekstu: „Stranka domaćin”), Stranka domaćin će” zamjenjuju se riječima „području Ugovorne stranke domaćina, Ugovorna stranka domaćin će”.

19. U članku 16. naslov se zamjenjuje naslovom „Pravo na regulaciju”, a tekst članka zamjenjuje se sljedećim:

”Ugovorne stranke potvrđuju pravo na regulaciju na svojim područjima radi postizanja legitimnih ciljeva javne politike, kao što su zaštita okoliša, uključujući ublažavanje

⁵ U slučaju Europske unije, takve mjere može poduzeti država članica Europske unije u situacijama koje nisu navedene u članku 14. stavku 6., a koje utječu na gospodarstvo te države članice.

klimatskih promjena i prilagodbu njima, zaštita javnog zdravlja, sigurnosti ili javnog morala.”

20. Nakon članka 16. dodaje se novi članak:

„ČLANAK 16. BIS
NEPRIMJENJIVOST DIJELA III. NA ODREĐENE INVESTICIJE

Ovaj se Dio ne primjenjuje na Ugovorne stranke navedene u Prilogu NPT u pogledu Investicije na njihovu području Investitora druge Ugovorne stranke koja se odnosi na energetske materijale i proizvode ili aktivnosti koje je ta potonja Ugovorna stranka isključila u Aneksu NI.”

21. U članku 17. dodaje se „i članak 26.” nakon riječi „Dio III.” u naslovu; a tekst članka zamjenjuje se sljedećim:

”(1) Ugovorna stranka (u daljnjem tekstu: „Ugovorna stranka koja uskraćuje pogodnosti”) može, najkasnije do datuma koji tribunal ili sud odredi za podnošenje argumenata o prethodnim pitanjima, uskratiti primjenu ovog Dijela i članka 26. Investitoru druge Ugovorne stranke ili Investiciji Investitora druge Ugovorne stranke, ako Ugovorna stranka koja uskraćuje pogodnosti utvrdi da je taj Investitor ili ta Investicija u vlasništvu ili pod kontrolom fizičke ili pravne osobe države koja nije Ugovorna stranka, s kojom ili u odnosu na koju Ugovorna stranka koja uskraćuje pogodnosti:

(a) ne održava diplomatske odnose; ili

(b) donosi ili zadržava mjere za očuvanje međunarodnog mira i sigurnosti, uključujući zaštitu ljudskih prava, u skladu s Poveljom UN-a i svojim međunarodnim obvezama, koje:

(i) zabranjuju transakcije u vezi s tim Investitorom ili tom Investicijom; ili

(ii) bi bile prekršene ili zaobidene ako bi se pogodnosti iz ovog Dijela i članka 26. osigurale tom Investitoru ili toj Investiciji, uključujući slučajeve u kojima mjere zabranjuju transakcije s fizičkom ili pravnom osobom koja je vlasnik ili kontrolira takvog Investitora ili takvu Investiciju.

(2) Ugovorna stranka može uskratiti takve pogodnosti na temelju ovog članka bez prethodne objave ili druge dodatne formalnosti u vezi sa svojom namjerom da izvrši pravo dodijeljeno ovim člankom.”

22. Nakon članka 17. dodaje se novi članak:

„ČLANAK 17. BIS
SUBVENCije

Radi veće sigurnosti, sama činjenica da Ugovorna stranka nije dodijelila, obnovila ili zadržala subvenciju ili darovnicu, ili da ju je izmijenila ili smanjila, ili da je nadležni sud, upravni tribunal ili drugo nadležno tijelo te Ugovorne stranke naložilo njezin povrat, ne predstavlja kršenje odredbi ovog Dijela, čak i ako je rezultat toga gubitak ili šteta za Investiciju.”

Članak 5.

Dio IV. mijenja se kako slijedi:

1. U članku 19. naslov se zamjenjuje naslovom „Održivi razvoj”; a na početak članka dodaju se sljedeća četiri stavka:

- ”(1) Ugovorne stranke priznaju da su gospodarski razvoj, društveni razvoj i zaštita okoliša međusobno ovisne komponente održivog razvoja koje se uzajamno osnažuju. Ugovorne stranke ponovno potvrđuju svoju predanost promicanju razvoja međunarodne trgovine i ulaganja u sektorima povezanim s energijom na način koji doprinosi cilju održivog razvoja.
- (2) Svaka Ugovorna stranka potvrđuje svoja prava i obveze prema multilateralnim sporazumima o okolišu i radu kojih je stranka,⁶ kao što su UNFCCC, Pariški sporazum i temeljne konvencije MOR-a (ILO), te potvrđuje svoje obveze⁷ u pogledu Deklaracije MOR-a o temeljnim načelima i pravima pri radu i njezina praćenja.⁸ Priznajući pravo svake Ugovorne stranke da utvrđuje vlastite politike i prioritete održivog razvoja, da uspostavlja vlastite razine domaće zaštite okoliša i rada te da u skladu s tim donosi ili mijenja svoje relevantne zakone i propise dosljedno svojim obvezama iz međunarodno priznatih sporazuma kojih je stranka, svaka Ugovorna stranka nastoji osigurati da njezini relevantni zakoni i propisi predviđaju i potiču visoke razine zaštite rada i okoliša, uključujući u pogledu ublažavanja klimatskih promjena i prilagodbe njima.
- (3) Ugovorne stranke ne smiju poticati trgovinu ili ulaganja u sektorima povezanim s energijom ublažavanjem ili snižavanjem razina zaštite predviđenih u njihovim zakonima o okolišu ili radu. U tu svrhu, Ugovorna stranka neće odstupiti niti na drugi način derogirati, niti nuditi odstupanje ili drugu derogaciju od takvih zakona, niti će, putem kontinuiranog ili ponavljajućeg djelovanja ili nečinjenja, propustiti učinkovito provoditi takve zakone kako bi potaknula trgovinu ili ulaganja u sektorima povezanim s energijom između Ugovornih stranaka.

⁶ Radi veće sigurnosti, ponovna potvrda prava i obveza prema multilateralnim sporazumima o okolišu i radu primjenjuje se onako kako se oni odnose na sektore povezane s energijom.

⁷ Radi veće sigurnosti, ponovna potvrda obveza prema Deklaraciji MOR-a o temeljnim načelima i pravima pri radu i njezinu praćenju primjenjuje se onako kako se ona odnosi na sektore povezane s energijom.

⁸ Deklaracija MOR-a o temeljnim načelima i pravima pri radu i njezinu praćenju, usvojena u Ženevi 18. lipnja 1998. na 86. zasjedanju Međunarodne konferencije rada.

(4) Ugovorne stranke ne smiju provoditi svoje zakone o okolišu i radu na način koji bi predstavljao prikriveno ograničenje trgovine ili ulaganja u sektorima povezanim s energijom između Ugovornih stranaka ili neopravdanu ili proizvoljnu diskriminaciju prema drugim Ugovornim strankama.”

2. U članku 19. stavak (1) prenumerira se u (5); dodaju se riječi „nastoji” nakon riječi „Pritom će svaka Ugovorna stranka”; riječi „Ugovorne stranke će u skladu s tim:” zamjenjuju se riječima „Svaka Ugovorna stranka će u skladu s tim:”; u podstavku (a) riječ „njihovim” zamjenjuje se riječju „svojim”; a tekst podstavka (i) zamjenjuje se sljedećim:

”zahtijevati da se provede procjena utjecaja, u mjeri u kojoj je to u skladu s njezinim zakonima i propisima, prije izdavanja odobrenja za projekte energetske investicije.

Procjena utjecaja mora identificirati i procijeniti, u mjeri u kojoj je to u skladu sa zakonima i propisima Ugovorne stranke, značajne učinke projekta na pitanja koja mogu uključivati:

(i) stanovništvo i ljudsko zdravlje;

(ii) bioraznolikost;

(iii) zemlju, tlo, vodu, zrak i klimu; te

(iv) kulturnu baštinu i krajobraz, uključujući očekivane učinke koji proizlaze iz ranjivosti projekta na rizike od velikih nesreća ili katastrofa koje su relevantne za predmetni projekt.

Svaka Ugovorna stranka osigurava zainteresiranoj javnosti, uključujući relevantne nevladine organizacije, pravovremenu i učinkovitu priliku te primjeren vremenski rok za sudjelovanje u procjeni utjecaja na okoliš i davanje primjedbi na nju. Svaka Ugovorna stranka osigurava da se nalazi procjene utjecaja na okoliš uzmu u obzir te da rezultati javnog savjetovanja budu dostupni javnosti prije izdavanja odobrenja za projekt. Nalazi procjene utjecaja na okoliš i izdanog odobrenja stavljaju se na raspolaganje javnosti na prikladan način.”

I, na kraju podstavka (j), dodaje se riječ „i”.

3. U članku 19. briše se stavak (2); i dodaje se novi stavak:

”(6) Ugovorne stranke priznaju važnost odgovornog poslovnog ponašanja u doprinosu ciljevima održivog razvoja UN-a. Svaka Ugovorna stranka potiče Investitore koji posluju na njezinom području ili podliježu njezinoj nadležnosti da u svoje politike i prakse dobrovoljno usvoje i implementiraju načela odgovornog poslovnog ponašanja u skladu s međunarodno priznatim standardima i smjericama koje je ta Ugovorna stranka prihvatila ili ih podržava, kao što su Vodeća načela UN-a o poslovanju i ljudskim pravima, Tripartitna deklaracija o načelima koja se odnose na multinacionalna poduzeća i socijalnu politiku koju je usvojilo Upravno tijelo MOR-a (ILO) te Smjernice OECD-a za multinacionalna poduzeća.”

4. U članku 19. stavak (3) prenumerira se u (7); i nakon njega se dodaje novi stavak:

- ”(8) U mjeri u kojoj je to u skladu s njezinim zakonima i propisima, svaka Ugovorna stranka osigurava da:”
- (a) na transparentan način razvija, donosi i provodi sve mjere usmjerene na zaštitu okoliša ili radnih uvjeta koje mogu utjecati na trgovinu ili ulaganja u sektorima povezanim s energijom, ili trgovinske mjere ili mjere ulaganja koje mogu utjecati na zaštitu okoliša ili radnih uvjeta u sektorima povezanim s energijom; te
 - (b) podiže svijest i pruža razumne prilike zainteresiranim osobama i dionicima da podnesu očitovanja o takvim mjerama, prema potrebi.”

5. Nakon članka 19. dodaje se novi članak:

„ČLANAK 19. BIS
KLIMATSKE PROMJENE I PRIJELAZ NA ČISTU ENERGIJU

Priznajući hitnu potrebu za ostvarivanjem krajnjeg cilja UNFCCC-a te svrhe i ciljeva Pariškog sporazuma radi učinkovite borbe protiv klimatskih promjena i njihovih štetnih utjecaja, te budući da su predane jačanju doprinosa trgovine i ulaganja u sektorima povezanim s energijom ublažavanju klimatskih promjena i prilagodbi njima, svaka Ugovorna stranka ponovno potvrđuje svoju predanost sljedećem:

- (a) učinkovitoj provedbi svojih obveza prema UNFCCC-u i Pariškom sporazumu;
 - (b) promicanju i jačanju međusobne potpore politika i mjera u području ulaganja i klime, čime se ubrzava prijelaz prema gospodarstvu s niskim emisijama, čistom energijom i učinkovitim korištenjem resursa, kao i razvoju otpornom na klimatske promjene;
 - (c) promicanju i olakšavanju trgovine i ulaganja od značaja za ublažavanje klimatskih promjena i prilagodbu njima, uključujući, između ostalog, uklanjanjem prepreka trgovini i ulaganjima u vezi s tehnologijama i uslugama niske razine emisije ugljika, kao što su kapaciteti za proizvodnju obnovljive energije, te usvajanjem političkih okvira koji doprinose tom cilju; i
 - (d) suradnji s drugim Ugovornim strankama na aspektima klimatskih politika i mjera povezanim s ulaganjima, bilateralno i u međunarodnim forumima, prema potrebi.”
6. U članku 20. stavku (1) riječi „članak 29. stavak 2. točka (a)” zamjenjuju se riječima „članak 32. stavak 2. točka (a)”;
- a u stavku (3) engleska riječ prevedena kao „navedeni” zamjenjuje se drugom engleskom riječju bez značaja za hrvatski prijevod.
7. U članku 21. stavku (2) dva upućivanja na „članak 7. stavak (3)” zamjenjuju se upućivanjima na „članak 7. stavak (6)”;
- u stavku (3) riječi „članak 10. stavci (2) i (7)” zamjenjuju se riječima „članak 10. stavci (4) i (8)”;
- a riječi „Regionalna zajednica gospodarskog udruživanja” zamjenjuju se kraticom „REIO”;
- u stavku (4) riječi „članak 29. stavak (2)” zamjenjuju se riječima „članak 32. stavak (2)”;
- u stavku (5) dva upućivanja na „članak 26. stavak (2) točka (c) ili 27. stavak (2)” zamjenjuju se upućivanjima na „članak 26. stavak (2) točka (c) ili 30. stavak (2)”;
- riječi „članci 26. i 27.” zamjenjuju se riječima „članci 26. i 30.”;

- a u podstavku (b) sva upućivanja na englesku riječ prevedenu kao „izvlaštenje” zamjenjuje se drugom engleskom riječju bez značaja za hrvatski prijevod.
8. U članku 22. stavku (5) engleska riječ prevedena kao „zajednica” zamjenjuje se drugom engleskom riječju bez značaja za hrvatski prijevod.
9. U članku 24. naslov „Iznimke” zamjenjuje se naslovom „Opće iznimke”; a stavak (1) se briše.
10. U članku 24. stavak (2) prenumerira se u stavak (1); a njegov se tekst zamjenjuje sljedećim:
- ”Odredbe ovog Ugovora, osim članaka 12., 13. i 32., ne sprječavaju nijednu Ugovornu stranku u donošenju ili provedbi bilo koje mjere:
- (a) potrebne za zaštitu javnog morala ili održavanje javnog poretka;⁹
 - (b) potrebne za zaštitu života ili zdravlja ljudi, životinja ili biljaka;¹⁰
 - (c) potrebne za osiguranje sigurnosti i cjelovitosti ključnih energetske postrojenja i infrastrukture;
 - (d) potrebne za osiguravanje usklađenosti sa zakonima koji nisu u suprotnosti s odredbama ovog Ugovora, uključujući one koji se odnose na:
 - (i) sprječavanje obmanjujućih i prijevornih radnji ili rješavanje učinaka neispunjenja ugovornih obveza; ili
 - (ii) zaštitu privatnosti pojedinaca u vezi s obradom i širenjem osobnih podataka te zaštitu povjerljivosti pojedinačnih evidencija i računa;
 - (e) bitne za nabavu ili distribuciju energetske materijala i proizvoda u uvjetima nestašice proizašle iz uzroka izvan kontrole te Ugovorne stranke, pod uvjetom da je svaka takva mjera u skladu s načelima da:
 - (i) sve ostale Ugovorne stranke imaju pravo na pravičan udio u međunarodnoj opskrbi takvim energetske materijalima i proizvodima; i
 - (ii) svaka takva mjera koja nije u skladu s ovim Ugovorom mora biti prekinuta čim prestanu postojati okolnosti zbog kojih je donesena;
 - (f) osmišljene u korist Investitora koji su pripadnici starosjedilačkih naroda ili socijalno ili ekonomski ugroženi pojedinci ili skupine, ili njihovih Investicija, a o kojima je Tajništvo obaviješteno kao takvima, pod uvjetom da takva mjera:
 - (i) nema značajan utjecaj na gospodarstvo te Ugovorne stranke; i
 - (ii) ne diskriminira između Investitora bilo koje druge Ugovorne stranke i Investitora te Ugovorne stranke koji nisu uključeni među one kojima je mjera namijenjena. Takve mjere moraju biti propisno obrazložene i ne smiju poništiti ili umanjiti bilo koju pogodnost koju jedna ili više drugih Ugovornih stranaka mogu razumno

⁹ Na iznimku javnog poretka može se pozvati samo ako postoji stvarna i dovoljno ozbiljna prijetnja jednom od temeljnih interesa društva.

¹⁰ Podstavak (1)(b) uključuje mjere zaštite okoliša (uključujući mjere ublažavanja klimatskih promjena i prilagodbe njima) potrebne za zaštitu života ili zdravlja ljudi, životinja ili biljaka.

očekivati prema ovom Ugovoru u mjeri većoj nego što je strogo potrebno za navedeni cilj; ili”

(g) koje se odnose na očuvanje iscrpljivih prirodnih resursa ako se takve mjere provode istodobno s ograničenjima domaće proizvodnje ili potrošnje;¹¹

pod uvjetom da se takve mjere ne primjenjuju na način koji bi predstavljao sredstvo proizvoljne ili neopravdane diskriminacije između Ugovornih stranaka u kojima prevladavaju slični uvjeti, ili prikriveno ograničenje trgovine ili promicanja ili zaštite ulaganja obuhvaćenih ovim Ugovorom.”

11. U članku 24. stavak (4) prenumerira se u stavak (2); a se njegov tekst zamjenjuje sljedećim: „Odredbe ovog Ugovora koje osiguravaju tretman najpovlaštenije nacije ne obvezuju nijednu Ugovornu stranku da na Investitore bilo koje druge Ugovorne stranke proširi bilo koji povlaštenu tretman koji proizlazi iz njezina članstva u području slobodne trgovine ili carinskoj uniji.”

12. U članku 24. briše se stavak (3); i na kraju se dodaje novi stavak:

„(3) Radi veće sigurnosti, članci 7., 26., 30., 30. bis i 32. ne primjenjuju se među Ugovornim strankama koje su članice iste REIO u njihovim međusobnim odnosima.

REIO pruža informacije o pravnom okviru povezanom s kretanjem njezinih energetske materijala i proizvoda unutar njezina područja, kao i o trgovinskim odredbama te odredbama o rješavanju ulagačkih sporova najmanje jednom godišnje drugim Ugovornim strankama na njihov zahtjev te Tajništvu radi obavješćivanja drugih Ugovornih stranaka.”

13. Nakon članka 24. dodaje se novi članak:

„ČLANAK 24. BIS
SIGURNOSNE IZNIMKE

(1) Ništa se u ovom Ugovoru ne smije tumačiti tako da sprječava bilo koju Ugovornu stranku u poduzimanju bilo koje mjere za očuvanje međunarodnog mira i sigurnosti, niti da zahtijeva od Ugovorne stranke pružanje bilo kakvih informacija čije otkrivanje smatra protivnim svojim bitnim sigurnosnim interesima.

(2) Ne dovodeći u pitanje stavak 1. ovog članka, odredbe ovog Ugovora, osim članaka 12., 13. i 32., ne smiju se tumačiti tako da sprječavaju Ugovornu stranku u poduzimanju bilo koje mjere koju smatra potrebnom:

(a) za zaštitu svojih bitnih sigurnosnih interesa, uključujući one:

(i) koji se odnose na opskrbu energetske materijalima i proizvodima te uslugama povezanim s energijom u svrhu opskrbe vojnih objekata;

(ii) koji se odnose na fizijske i fuzijske materijale ili materijale iz kojih su oni dobiveni; ili”

¹¹ Podstavak (1)(g) uključuje mjere donesene radi očuvanja živih i neživih iscrpljivih prirodnih resursa.

(iii) poduzetih u vrijeme rata, oružanog sukoba ili druge izvanredne situacije u međunarodnim odnosima; ili

(b) koje se odnose na provedbu nacionalnih politika u vezi s neširenjem nuklearnog oružja ili drugih nuklearnih eksplozivnih naprava ili koje su potrebne za ispunjavanje njezinih obveza prema Ugovoru o neširenju nuklearnog oružja, Smjernicama Skupine nuklearnih dobavljača i drugim međunarodnim obvezama ili dogovorima o neširenju nuklearnog oružja.

(3) Takve mjere ne smiju predstavljati prikriveno ograničenje tranzita.”

14. U članku 25. stavku (3) „članak 29.” zamjenjuje se „članak 32.”.

Članak 6.

Dio V. mijenja se kako slijedi:

1. U članku 26. stavku (3) podstavku (a) riječi „podstavcima (b) i (c),” zamjenjuju se riječima „podstavcima (b), (c) i (d),”.

2. U članku 26. stavku (3) podstavku (c) riječi „prema posljednjoj rečenici članka 10. stavka (1)” zamjenjuju se riječima „prema članku 10. stavku (13)”.

3. U članku 26. stavku (3), nakon podstavka (c), dodaje se novi podstavak:

”(d) Ugovorna stranka navedena u Aneksu IA-NI ne daje takav bezuvjetni pristanak u pogledu spora koji proizlazi u vezi s Investicijom na njezinu području Investitora druge Ugovorne stranke koja se odnosi na energetske materijale i proizvode ili aktivnosti koje je ta potonja Ugovorna stranka isključila u Aneksu NI.”

4. U članku 26. stavku (4), nakon riječi „podnijeti” dodaju se riječi „u skladu s odredbama utvrđenima u ovom Ugovoru,”.

5. U članku 26. stavku (6) engleske riječi prevedene kao „međunarodnim pravom” zamjenjuju se drugim engleskim riječima bez značaja za hrvatski prijevod.¹²; te se nakon toga dodaje novi nenumerirani podstavak:

”Tribunal primjenjuje Pravila UNCITRAL-a o transparentnosti u arbitraži između Investitora i država na temelju ugovora od 1. travnja 2014. (u daljnjem tekstu: „UNCITRAL-ova pravila o transparentnosti”) u skladu sa sljedećim podstavcima:”

(a) Ništa u ovom stavku ne obvezuje Ugovornu stranku da javnosti stavi na raspolaganje ili na drugi način otkrije tijekom ili nakon postupka, uključujući raspravu, povjerljive ili zaštićene informacije u smislu članka 7. stavka 2. UNCITRAL-ovih pravila o transparentnosti, ili informacije čije je otkrivanje ograničeno prema njezinom

¹² Radi veće sigurnosti, unutarnje pravo Ugovorne stranke ne čini dio mjerodavnog prava. Kada se od tribunala zahtijeva da utvrdi značenje odredbe unutarnjeg prava Ugovorne stranke kao činjenično pitanje, on slijedi prevladavajuće tumačenje te odredbe koje su dali sudovi ili tijela te Ugovorne stranke, ako takvo tumačenje postoji u skladu s pravnim postupcima te Ugovorne stranke, a bilo koje značenje koje tribunal pripiše relevantnom unutarnjem pravu Ugovorne stranke nije obvezujuće za sudove ili tijela te Ugovorne stranke. Tribunal nije nadležan za utvrđivanje zakonitosti mjere, za koju se navodi da predstavlja kršenje obveza iz Dijela III., prema unutarnjem pravu Ugovorne stranke.

unutarnjem pravu, ili informacije čije otkrivanje smatra protivnim svojim bitnim sigurnosnim interesima; i

- (b) Bez dovođenja u pitanje članka 3. UNCITRAL-ovih pravila o transparentnosti, stranka u sporu može javnosti staviti na raspolaganje i zahtjev za sporazumno rješenje, sporazum o mirenju, obavijest o izuzeću ili odluku o izuzeću člana tribunala, kao i zahtjev za spajanje postupaka, podložno članku 7. UNCITRAL-ovih pravila o transparentnosti i nakon redigiranja povjerljivih ili zaštićenih informacija provedenog u savjetovanju s drugom strankom u sporu.”

6. U članku 26., nakon stavka (8), dodaje se:

”(9) Arbitražni tribunal može dosuditi:

(a) novčanu odštetu i sve primjenjive kamate; i

(b) povrat imovine, u kojem slučaju pravorijek mora predvidjeti da Ugovorna stranka koja je stranka u sporu može platiti novčanu odštetu utvrđenu u skladu s člankom 13. stavkom 1. i sve primjenjive kamate umjesto povrata.

(10) Novčana odšteta ne smije biti veća od gubitka koji je pretrpio Investitor kao rezultat kršenja odredbi navedenih u Dijelu III., umanjena za bilo koju prethodnu odštetu ili naknadu koju je dotična Ugovorna stranka već isplatila. Tribunal ne može dosuditi kaznenu odštetu (*punitive damages*).

(11) Tribunal nalaže da troškove postupka i druge razumne troškove snosi strana koja je izgubila spor, osim ako tribunal ne utvrdi da je takva raspodjela nerazumna u okolnostima slučaja. U slučaju djelomičnog uspjeha sa zahtjevima, troškovi se prilagođavaju razmjerno broju ili opsegu usvojenih dijelova zahtjeva.

(12) Zahtjev koji se odnosi na restrukturiranje duga koji je izdala Ugovorna stranka može se podnijeti prema članku 26. stavku 4. samo u skladu s Aneksom PD.

(13) Primjerak pravorijeka pohranjuje se u Tajništvu koje ga objavljuje.”

7. Nakon članka 26. dodaju se tri nova članka:

„ČLANAK 27. NEOSNOVANI ZAHTJEVI

(1) (a) Ugovorna stranka koja je stranka u sporu može, najkasnije 45 dana nakon osnivanja tribunala utemeljenog prema članku 26. stavku 4. ili prije prvog sastanka, ovisno o tome što je ranije, podnijeti prigovor da je zahtjev ili bilo koji njegov dio očito bez pravne osnove. Prigovor se može odnositi na bit spora, nadležnost ili mjerodavnost tribunala. Ugovorna stranka koja je stranka u sporu može podnijeti takav prigovor i najkasnije 30 dana nakon što je saznala za činjenice na kojima se prigovor temelji ako, zbog iznimnih okolnosti, za te činjenice nije saznala ranije.

- (b) Stranka mora što je preciznije moguće navesti osnovu za prigovor. Tribunal, nakon što strankama u sporu pruži priliku da iznesu svoja očitovanja o prigovoru, na svom prvom sastanku ili odmah nakon njega, donosi odluku ili pravorijek o prigovoru, navodeći razloge za to. Ako je prigovor zaprimljen kasnije od 45 dana nakon osnivanja tribunala, tribunal donosi takvu odluku ili pravorijek što je prije moguće, a najkasnije 120 dana nakon podnošenja prigovora. Tribunal pretpostavlja da su činjenice koje navodi Investitor koji je stranka u sporu istinite, a može razmotriti i sve relevantne činjenice koje nisu sporne.
- (c) Po primitku prigovora prema ovom stavku, i osim ako smatra da je prigovor očito neutemeljen, tribunal obustavlja sve postupke o biti spora i određuje rok potreban za razmatranje prigovora i daljnje vođenje postupka. Ako tribunal odluči da su svi dijelovi zahtjeva očito bez pravne osnove, o tome donosi pravorijek. U suprotnom, tribunal donosi odluku o prigovoru. Takva odluka ne utječe na pravo Ugovorne stranke koja je stranka u sporu da tijekom postupka prigovori na pravnu osnovanost zahtjeva niti na ovlasti tribunala da razmatra druge prigovore kao prethodno pitanje.
- (2) (a) Bez dovodenja u pitanje ovlasti tribunala osnovanog prema članku 26. stavku 4. da razmatra druge prigovore kao prethodno pitanje ili prava Ugovorne stranke koja je stranka u sporu da podnese takve prigovore u bilo kojem primjerenom trenutku, tribunal razmatra i odlučuje kao o prethodnom pitanju o svakom prigovoru Ugovorne stranke koja je stranka u sporu da, s pravnog stajališta, zahtjev ili bilo koji njegov dio nije zahtjev u pogledu kojeg se može donijeti pravorijek u korist Investitora, čak i ako se pretpostavi da su činjenice koje navodi Investitor istinite. Tribunal može razmotriti i sve relevantne činjenice koje nisu sporne.
- (b) Takav prigovor podnosi se što je prije moguće, a najkasnije do datuma određenog za podnošenje odgovora na zahtjev Ugovorne stranke koja je stranka u sporu. Ugovorna stranka koja je stranka u sporu može podnijeti takav prigovor i najkasnije 30 dana nakon što je saznala za činjenice na kojima se prigovor temelji ako, zbog iznimnih okolnosti, za te činjenice nije saznala ranije.
- (c) Po primitku prigovora prema ovom stavku, i osim ako smatra da je prigovor očito neutemeljen, tribunal obustavlja sve postupke o biti spora te utvrđuje vremenski raspored za razmatranje prigovora u skladu s bilo kojim rasporedom koji je utvrdio za razmatranje bilo kojeg drugog prethodnog pitanja, te donosi odluku ili pravorijek o prigovoru navodeći razloge za to.
- (3) Prigovor se ne podnosi prema stavku (1) ako je Ugovorna stranka koja je stranka u sporu podnijela prigovor prema stavku (2). Ako je prigovor podnesen prema stavku (1), tribunal može, uzimajući u obzir okolnosti tog prigovora, odbiti razmatranje prigovora podnesenog prema stavku (2).
- (4) Radi veće sigurnosti, tribunal donosi pravorijek kojim odbacuje nadležnost ako je spor nastao, ili je bio predvidljiv na temelju visokog stupnja vjerojatnosti, u trenutku kada je Investitor koji je stranka u sporu stekao vlasništvo ili kontrolu nad Investicijom koja je predmet spora, te ako tribunal utvrdi, na temelju činjenica slučaja, da je stjecanje takvog vlasništva ili kontrole nad Investicijom imalo za glavni cilj podnošenje zahtjeva prema

članku 26. stavku 4. Mogućnost odbacivanja nadležnosti u takvim okolnostima ne dovodi u pitanje druge prigovore na nadležnost koje bi tribunal mogao razmatrati.

ČLANAK 28. OSIGURANJE ZA TROŠKOVE

- (1) Na zahtjev Ugovorne stranke koja je stranka u sporu, i nakon pisanog savjetovanja sa strankama u sporu, tribunal osnovan prema članku 26. stavku 4. može naložiti Investitoru koji je stranka u sporu da položi osiguranje za sve ili dio troškova postupka.

Primjenjuje se sljedeći postupak:

- (a) u zahtjevu se moraju navesti okolnosti koje zahtijevaju osiguranje za troškove;
 - (b) tribunal određuje rokove za podnošenje podnesaka o zahtjevu;
 - (c) tribunal donosi odluku o zahtjevu u roku od 30 dana od kasnijeg od sljedećih događaja: osnivanja tribunala ili posljednjeg podneska o zahtjevu.
- (2) Pri odlučivanju o tome hoće li naložiti Investitoru koji je stranka u sporu pružanje osiguranja za troškove, tribunal razmatra sve relevantne okolnosti, uključujući:
- (a) postoji li rizik da Investitor koji je stranka u sporu neće moći ili htjeti ispoštovati eventualnu odluku o troškovima donesenu protiv njega;
 - (b) učinak koji pružanje osiguranja za troškove može imati na sposobnost Investitora koji je stranka u sporu da nastavi sa svojim zahtjevom; i
 - (c) ponašanje stranaka u sporu.
- (3) Ako osiguranje za troškove nije u cijelosti položeno u roku od 30 dana nakon izdavanja naloga u skladu sa stavkom (1) ili u bilo kojem drugom roku koji odredi tribunal, tribunal o tome obavještava stranke u sporu. Tribunal, nakon savjetovanja sa strankama u sporu, može naložiti obustavu ili prestanak postupka.
- (4) Investitor koji je stranka u sporu mora bez odgađanja otkriti svaku bitnu promjenu okolnosti na temelju kojih je tribunal naložio osiguranje za troškove. Tribunal može u bilo kojem trenutku izmijeniti ili opozvati svoj nalog o osiguranju za troškove, na vlastitu inicijativu ili na zahtjev stranke, nakon što sasluša stranke u sporu.

ČLANAK 29. FINANCIRANJE OD STRANE TREĆIH OSOBA

- (1) Svaka stranka u sporu mora u pisanom obliku otkriti drugoj stranci u sporu i tribunalu osnovanom prema članku 26. stavku 4. ime i adresu, krajnjeg stvarnog vlasnika i korporativnu strukturu, prema potrebi, svake fizičke ili pravne osobe koja osigurava financiranje od strane trećih osoba. „Financiranje od strane trećih osoba“ znači svako

financiranje koje osigurava fizička ili pravna osoba koja nije stranka u sporu, radi izravnog ili neizravnog financiranja pokretanja ili obrane u arbitražnom postupku prema članku 26. stavku 4. putem donacije ili darovnice ili putem sporazuma (u daljnjem tekstu: „sporazum o financiranju“) u zamjenu za naknadu koja ovisi o ishodu spora.

- (2) Ovakva objava vrši se u trenutku podnošenja spora na rješavanje prema članku 26. stavku 4. ili bez odgađanja čim se sklopi sporazum o financiranju ili se dodijeli donacija ili darovnica nakon podnošenja spora na rješavanje prema članku 26. stavku 4. O svim promjenama u objavljenim informacijama odmah se obavještavaju druga stranka u sporu i tribunal.
- (3) Objavljene informacije mogu se razmotriti, uz sve ostale relevantne informacije, radi procjene nepristranosti i neovisnosti arbitra.
- (4) Tribunal može naložiti objavu daljnjih informacija o sporazumu o financiranju i trećoj strani koja osigurava financiranje ako to smatra potrebnim u bilo kojoj fazi postupka.”

8. Članak 27. prenumerira se u 30., a na kraj naslova dodaje se „(Bivši članak 27.)”.

9. U članku 27. stavku (2) riječi „tumačenja članka 6. ili članka 19. ili, za Ugovorne stranke navedene u Aneksu IA, posljednje rečenice članka 10. stavka (1),” zamjenjuju se riječima „tumačenja članka 6., članka 19. ili članka 19. bis ili, za Ugovorne stranke navedene u Aneksu IA, članka 10. stavka (13),”; a nakon stavka (3) dodaje se:

”(4) Ugovorne stranke koje su stranke u sporu javno objavljuju sljedeće dokumente ili informacije najkasnije 20 dana nakon njihova izdavanja ili, na zahtjev Ugovorne stranke koja je stranka u sporu, u skladu s vremenskim rasporedom koji odredi tribunal, osim ako odluče, radi zaštite povjerljivih informacija, ove dokumente objaviti samo djelomično:

- (a) pisanu obavijest kojom se predmet upućuje *ad hoc* tribunalu sukladno stavku (2);
- (b) datum osnivanja tribunala u skladu sa stavkom (3), rok za podnošenje podnesaka *amicus curiae* koji odredi tribunal sukladno stavku (5) te radni jezik postupka pred tribunalom;

Ugovorna strana koja je stranka u sporu može javno objaviti svoje pisane podneske i usmene izjave u postupku pred tribunalom, podložno zaštiti povjerljivih informacija.

Svaka rasprava pred tribunalom otvorena je za javnost, osim ako se Ugovorne stranke koje su stranke u sporu ne dogovore drukčije. Tribunal zasjeda na zatvorenim sjednicama ako podnesci ili argumenti Ugovorne stranke koja je stranka u sporu sadrže informacije koje je ta Ugovorna stranka označila kao povjerljive. Fizičke osobe Ugovorne stranke ili pravne osobe osnovane na području Ugovorne stranke mogu podnositi podneske *amicus curiae* tribunalu u skladu sa stavkom (5).

Ništa u ovom stavku ne obvezuje Ugovornu stranku da javnosti stavi na raspolaganje ili na drugi način otkrije tijekom ili nakon postupka pred tribunalom, uključujući raspravu, povjerljive informacije čije je otkrivanje ograničeno prema njezinom unutarnjem pravu, ili koje bi naštetile legitimnim komercijalnim interesima pojedinih poduzeća, javnih ili privatnih, ili informacije čije otkrivanje smatra protivnim svojim bitnim sigurnosnim interesima.

- (5) Osim ako se Ugovorne stranke koje su stranke u sporu ne dogovore drukčije u roku od deset dana od datuma osnivanja tribunala, tribunal može primiti nepozvane pisane podneske fizičkih osoba Ugovorne stranke ili pravnih osoba osnovanih na području Ugovorne stranke koje su neovisne o vladama stranaka u sporu, pod uvjetom da podnesci:
- (a) budu zaprimljeni u tribunalu do datuma koji odredi tribunal;
 - (b) budu sažeti, pisani s dvostrukim proredom i ne duži od 15 stranica, uključujući sve Anekse;
 - (c) budu izravno relevantni za činjenično ili pravno pitanje koje tribunal razmatra;
 - (d) sadrže opis osobe koja podnosi podnesak, uključujući, ako je primjenjivo, državljanstvo ili mjesto osnivanja osobe, prirodu njezinih aktivnosti, njezin pravni status, njezine opće ciljeve, izvor njezina financiranja i bilo koji kontrolni subjekt;
 - (e) preciziraju prirodu interesa koji ta osoba ima u postupku;
 - (f) budu sastavljeni na radnom jeziku tribunala; i
 - (g) sadrže izjavu kojom se otkriva ima li osoba bilo kakav odnos, izravan ili neizravan, s bilo kojom Ugovornom strankom koja je stranka u sporu ili bilo kojom trećom stranom koja je stranka u sporu, kao i je li primila ili će primiti bilo kakvu pomoć, financijsku ili drugu, od Ugovorne stranke koja je stranka u sporu ili treće strane koja je stranka u sporu pri pripremi podnesaka *amicus curiae*.

Podnesci *amicus curiae* dostavljaju se Ugovornim strankama koje su stranke u sporu radi davanja primjedbi. Ugovorne stranke koje su stranke u sporu mogu podnijeti primjedbe. Tribunal u svom pravorijeku navodi sve podneske *amicus curiae* koje je zaprimio sukladno stavku (5). Tribunal nije obvezan u svom pravorijeku razmatrati argumente iznesene u tim podnescima. Ako tribunal razmatra u njima iznesene argumente, on također uzima u obzir sve relevantne primjedbe koje su podnijele Ugovorne stranke koje su stranke u sporu.

10. Dodaje se novi članak:

”ČLANAK 30. BIS
RJEŠAVANJE SPOROVA O ODREDBAMA O ODRŽIVOM RAZVOJU IZMEĐU
UGOVORNIH STRANAKA

- (1) U slučaju spora između Ugovornih stranaka o bilo kojem pitanju koje se odnosi na tumačenje ili primjenu članka 19. i 19. bis, Ugovorne stranke nastoje riješiti spor sporazumno diplomatskim putem.
- (2) Ako spor nije riješen u skladu sa stavkom (1) u roku od šest mjeseci, bilo koja Ugovorna stranka koja je stranka u sporu nastoji pribjeći dogovorima za razmatranje takvog spora u drugim odgovarajućim međunarodnim forumima. Ako ti dogovori za razmatranje spora, osim diplomatskih putova, nisu pokrenuti u roku od dvanaest mjeseci, bilo koja Ugovorna stranka koja je stranka u sporu može uputiti predmet glavnom tajniku putem obavijesti kojom se on sažeto prikazuje.

- (3) U roku od 30 dana od primitka takve obavijesti, glavni tajnik, u savjetovanju s Ugovornim strankama koje su stranke u sporu, imenuje miritelja. Takav miritelj mora imati znatnu relevantnu stručnost u pitanjima koja su predmet spora i ne smije biti državljanin ili građanin, niti imati stalno boravište u jednoj od Ugovornih stranaka koje su stranke u sporu. Konferencija Povelje donosi standardne odredbe o provođenju mirenja i naknadi miriteljima.
 - (4) Miritelj traži informacije i savjete od MOR-a ili relevantnih tijela ili organizacija osnovanih na temelju multilateralnih sporazuma o okolišu. Miritelj, uz suglasnost Ugovornih stranaka koje su stranke u sporu, može tražiti i dodatne informacije iz bilo kojeg izvora koji smatra prikladnim. Miritelj prosljeđuje sve takve informacije ili savjete Ugovornim strankama koje su stranke u sporu, omogućujući im da dostave svoje primjedbe u roku od 60 dana od njihova primitka.
 - (5) Miritelj nastoji postići sporazum između Ugovornih stranaka koje su stranke u sporu. Ako Ugovorne stranke koje su stranke u sporu ne mogu postići sporazum, miritelj predlaže potencijalni kompromis ili postupak za njegovo postizanje koji Ugovorne stranke koje su stranke u sporu moraju razmotriti u dobroj vjeri.
 - (6) Ako se Ugovorne stranke koje su stranke u sporu ne mogu složiti s kompromisom navedenim u stavku (5), miritelj podnosi pravno neobvezujuće izvješće pomoćnom tijelu Konferencije Povelje, utvrđenom odredbama navedenima u stavku (3), najkasnije 180 dana od datuma njegova imenovanja. Pravno neobvezujuće izvješće mora sadržavati relevantne činjenice, primjenjivost relevantnih odredbi i osnovno obrazloženje za sve nalaze i preporuke.
 - (7) Pomoćno tijelo Konferencije Povelje utvrđeno odredbama navedenima u stavku (3) raspravlja o radnjama i mjerama koje Ugovorne stranke koje su stranke u sporu trebaju provesti, uzimajući u obzir miriteljevo izvješće te u njemu sadržane nalaze i preporuke. Svaka Ugovorna stranka koja je stranka u sporu obavještava Tajništvo o svojoj provedbi radnji ili mjera najkasnije tri mjeseca nakon datuma izdavanja izvješća. Izvješće se javno objavljuje. Ugovorne stranke koje su stranke u sporu osiguravaju zaštitu povjerljivih informacija. Pomoćno tijelo Konferencije Povelje prati provedbu svih takvih radnji ili mjera, kontinuirano razmatra predmet i izvještava Konferenciju Povelje tijekom razdoblja utvrđenog standardnim odredbama navedenima u stavku (3).
11. Članak 28. prenumerira se u 31.; naslov se zamjenjuje naslovom „Neprimjenjivost članka 30. na određene sporove (Bivši članak 28.)”; a brojka „29” zamjenjuje se brojkom „32”, dok se brojka „27” zamjenjuje brojkom „30”.

Članak 7.

Dio VI. mijenja se kako slijedi:

1. Članak 29. prenumerira se u 32.; na kraj naslova dodaje se „(Bivši članak 29.)”; a podstavak (2)(b) se briše.
2. U pogledu Izvornog ECT-a, u članku 29. podstavku (2)(a), riječi „podstavcima (b) i (c)” zamjenjuju se riječima „podstavkom (b)”; a podstavak (c) prenumerira se u podstavak (b).

3. U pogledu izvornog ECT-a, u članku 29. stavku (3), riječi „Regionalna zajednica gospodarskog udruživanja” zamjenjuju se kraticom „REIO”.
4. U pogledu ECT-a kako je izmijenjen 1998., u članku 29. stavku (3), sva pojavljivanja naziva „Regionalna zajednica gospodarskog udruživanja” zamjenjuju se kraticom „REIO”.
5. U pogledu izvornog ECT-a, u članku 29. stavku (7), tekst nakon riječi „sporazum” zamjenjuje se sljedećim: „kojim se uspostavlja područje slobodne trgovine ili carinska unija kako je opisano u članku XXIV. GATT-a.”.
6. U pogledu ECT-a kako je izmijenjen 1998., u članku 29. nakon podstavka (9)(c), tekst nakon riječi „sporazum” zamjenjuje se sljedećim: „kojim se uspostavlja područje slobodne trgovine ili carinska unija kako je opisano u članku XXIV. GATT-a iz 1994.”.
7. Brišu se članci 30. do 32.

Članak 8.

Dio VII. mijenja se kako slijedi:

1. U članku 33. stavku (3) „Regionalna zajednica gospodarskog udruživanja” zamjenjuje se kraticom „REIO”.
2. U članku 34. stavku (3) tekst podstavka (g) zamjenjuje se sljedećim: „poticati zajedničke napore usmjerene na olakšavanje i promicanje tržišno utemeljenih reformi i modernizaciju energetskih sektora u onim Ugovornim strankama koje prolaze kroz gospodarsku tranziciju;”.
3. U članku 34. stavku (4) engleska riječ prevedena kao „zajednica” zamjenjuje se drugom engleskom riječju bez značaja za hrvatski prijevod.
4. U pogledu izvornog ECT-a, u članku 34., nakon stavka (7), dodaje se novi stavak:

”(8) Pet godina nakon stupanja na snagu izmjena i dopuna ovog Ugovora odobrenih 3. prosinca 2024., a nakon toga u razmacima od pet godina, ili na datum koji odredi Konferencija Povelje, Konferencija Povelje revidirat će sadržaj Aneksa EM i NI. Tijekom te revizije može odlučiti izmijeniti jedan ili oba Aneksa.”
5. U pogledu ECT-a kako je izmijenjen 1998., u članku 34., nakon stavka (7), dodaje se novi stavak:

”(8) Pet godina nakon stupanja na snagu izmjena i dopuna ovog Ugovora odobrenih 3. prosinca 2024., a nakon toga u razmacima od pet godina, ili na datum koji odredi Konferencija Povelje, Konferencija Povelje revidirat će sadržaj Aneksa EM I i NI. Tijekom te revizije može odlučiti izmijeniti jedan ili oba Aneksa.”
6. U članku 36. podstavku (1)(a) brišu se riječi „i Aneks T”.
7. U članku 36. podstavku (1)(b) riječi „Regionalne zajednice gospodarskog udruživanja” zamjenjuju se kraticom „REIO-vi”; a u stavku (7) riječi „Regionalna zajednica gospodarskog udruživanja” zamjenjuju se kraticom „REIO”, dok se engleska riječ prevedena kao „zajednica“ zamjenjuje drugom engleskom riječju bez značaja za hrvatski prijevod.

8. U pogledu ECT-a kako je izmijenjen 1998., u članku 36. podstavku (1)(d) riječi „Aneksima EM,” zamjenjuju se riječima „Aneksima EM I, EM II,”.

Članak 9.

Dio VIII. mijenja se kako slijedi:

1. U članku 38. „Regionalne zajednice gospodarskog udruživanja” zamjenjuju se kraticom „REIO-ve”.
2. U članku 40. stavku (1) „Regionalna zajednica gospodarskog udruživanja” zamjenjuje se kraticom „REIO”.
3. U članku 41. „Regionalnim zajednicama gospodarskog udruživanja” zamjenjuju se kraticom „REIO-vima”.
4. U članku 43. u stavku (1) riječi „Regionalnim gospodarskim integracijskim zajednicama” zamjenjuju se kraticom „REIO-vima”, a engleska riječ prevedena kao „zajednica” zamjenjuje drugom engleskom riječju bez značaja za hrvatski prijevod; a u stavku (2) riječi „Regionalnom zajednicom gospodarskog udruživanja” zamjenjuju se kraticom „REIO-om”, a engleska riječ prevedena kao „zajednica” zamjenjuje drugom engleskom riječju bez značaja za hrvatski prijevod.
5. U članku 44. sva pojavljivanja riječi „Regionalna zajednica gospodarskog udruživanja” zamjenjuju se kraticom „REIO”, a engleska riječ prevedena kao „zajednica” zamjenjuje se drugom engleskom riječju bez značaja za hrvatski prijevod.
6. U članku 45. brišu se podstavak (3)(c) te stavci (4), (5) i (7); stavak (6) prenumerira se u (4) i briše se riječ „privremeno” ispred riječi „Tajništvo”; a u podstavku (3)(b) brišu se riječi „osim ako je drukčije predviđeno u podstavku (c)”.
7. U članku 48. postojeći tekst numerira se kao stavak (1); te se dodaje drugi stavak:

”(2) Preinake i izmjene Aneksa stupaju na snagu godinu dana nakon datuma njihova odobrenja od strane Konferencije, osim ako je drukčije navedeno u preinaci ili izmjeni Aneksa ili od strane Konferencije Povelje. Preinake i izmjene Aneksa ne primjenjuju se na spor u tijeku podnesen prema članku 26. prije datuma stupanja na snagu takve izmjene ili dopune. Osim ako je drukčije navedeno u preinačenom ili izmijenjenom Aneksa ili od strane Konferencije Povelje, izmjene i dopune Aneksa primjenjuju se samo na Investicije izvršene nakon datuma stupanja na snagu takve izmjene ili dopune.”
8. U članku 49. riječi „Vlada Portugalske Republike” zamjenjuju se riječju „Tajništvo”.
9. U članku 50. briše se riječ „talijanski”.

Članak 10.

Brišu se Aneksi TFU, PA i T; te se u Aneksu Izvornog ECT-a dodaju pod brojevima 12. do 14., a u ECT kako je izmijenjen 1998. pod brojevima 17. do 19., sljedeći tekst:

”ANEKS PD**Javni dug**

(u skladu s člankom 26. stavkom 12.)

Nijedan zahtjev kojim se tvrdi da restrukturiranje duga Ugovorne stranke krši obvezu iz Dijela III. ovog Ugovora ne može se podnijeti niti se, ako je već podnesen, po njemu može postupati prema članku 26. stavku 4. ako je restrukturiranje dogovoreno restrukturiranje u trenutku podnošenja zahtjeva, ili ako postane dogovoreno restrukturiranje nakon takvog podnošenja, osim u slučaju zahtjeva kojim se tvrdi da restrukturiranje krši članak 10. stavak (8).”

Neovisno o članku 26. stavku 2. te podložno prethodnom stavku ovog Aneksa, Investitor ne može podnijeti zahtjev prema članku 26. stavku 4. kojim se tvrdi da restrukturiranje duga Ugovorne stranke krši obvezu iz Dijela III. ovog Ugovora, osim članka 10. stavka (8),¹³ osim ako je proteklo 270 dana od datuma kada je Investitor podnio pisani zahtjev za sporazumno rješenje sukladno članku 26. stavku (1).

Za potrebe ovog Aneksa:

- (a) „dogovoreno restrukturiranje” označava restrukturiranje ili reprogramiranje duga Ugovorne stranke koje je provedeno putem (i) izmjene ili dopune instrumenata duga, kako je predviđeno njihovim uvjetima, uključujući njihovo mjerodavno pravo, ili (ii) zamjene duga ili drugog sličnog postupka u kojem su imatelji najmanje 75 % ukupnog iznosa glavnice nepodmirenog duga koji je predmet restrukturiranja, isključujući dug koji drži ta Ugovorna stranka ili subjekti u njezinu vlasništvu ili pod njezinom kontrolom, pristali na takvu zamjenu duga ili drugi postupak;
- (b) „mjerodavno pravo” instrumenta duga označava pravni i regulatorni okvir jurisdikcije primjenjiv na taj instrument duga.

Radi veće sigurnosti, „dug Ugovorne stranke” uključuje dug regionalnih i lokalnih vlada te tijela vlasti unutar njezina područja.

ANEKS NPT

**POPIS UGOVORNIH STRANAKA NA KOJE SE DIO III. NE PRIMJENJUJE U
POGLEDU INVESTICIJE NA NJIHOVU PODRUČJU INVESTITORA DRUGE
UGOVORNE STRANKE KOJA SE ODNOSI NA ENERGETSKE MATERIJALE I
PROIZVODE ILI AKTIVNOSTI KOJE JE TA POTONJA UGOVORNA STRANKA
ISKLUČILA U ANEKSU NI**

(U skladu s člankom 16. bis)

1. Japan

¹³ Radi veće sigurnosti, kršenje članka 10. stavka (8) ne nastaje samom činjenicom različitog tretmana koji Ugovorna stranka osigurava određenim kategorijama investitora ili Investicija na temelju različitog makroekonomskog učinka, primjerice radi izbjegavanja sistemskih rizika ili učinaka prelijevanja, ili na temelju prava na restrukturiranje duga.

ANEKS IA-NI

**POPIS UGOVORNIH STRANAKA KOJE NE DAJU BEZUVJETNI PRISTANAK NA
PODNOŠENJE MEĐUNARODNOJ ARBITRAŽI SPORA POVEZANOG S
INVESTICIJOM NA NJIHOVU PODRUČJU INVESTITORA DRUGE UGOVORNE
STRANKE KOJA SE ODNOSI NA ENERGETSKE MATERIJALE I PROIZVODE
ILI AKTIVNOSTI KOJE JE TA POTONJA UGOVORNA STRANKA ISKLJUČILA U
ANEKSU NI**

(U skladu s člankom 26. stavkom 3. točkom (d))

1. Švicarska
2. Turska (Türkiye)”

Članak 11.

Ove se izmjene i dopune primjenjuju privremeno i stupaju na snagu u skladu s odlukom Konferencije CCDEC 2024 15 GEN.

I. PREINAKE ANEKSA NI

1. Ugovorne stranke potvrdile su da je isključenje fosilnih goriva iz zaštite ulaganja putem preinaka Aneksa NI, kao rezultat modernizacije Ugovora o Energetskoj povelji, iznimna mjera te da se ona ne postavlja kao osnova za pregovaranje o novim sporazumima ili reviziju drugih sporazuma, uključujući sporazume koji se odnose na promicanje i zaštitu ulaganja.
2. Naslov se zamjenjuje sljedećim tekstom koji se odnosi na Aneks EM u izmjeni izvornog ECT-a i na Aneks EM I u ECT-u kako je izmijenjen 1998.

„Energetski materijali i proizvodi u Aneksu EM I pod tarifnim podbrojevima 27.01-27.15, 2804.10 i 44.01-44.02, električna energija (tarifni podbroj 27.16) proizvedena iz njih, sintetička goriva i aktivnosti isključene iz definicije gospodarske aktivnosti u energetskom sektoru (u skladu s člankom 1. stavkom (5))”

3. Tekst Aneksa zamjenjuje se sljedećim tekstom koji se odnosi na Aneks EM u preinaci izvornog ECT-a i na Aneks EM I u izmjeni ECT-a kako je izmijenjen 1998.

„Odjeljak A

U odnosu na sve Ugovorne stranke, energetski materijali i proizvodi te aktivnosti navedeni u ovom odjeljku isključeni su iz definicije gospodarske aktivnosti u energetskom sektoru.

27.07 Ulja i ostali proizvodi destilacije katrana kamenog ugljena na visokim temperaturama; slični proizvodi kod kojih masa aromatskih sastojaka premašuje masu nearomatskih sastojaka.

Ex 44.01 Ogrjevno drvo u obliku oblica, cjepanica, grančica, snopova ili u sličnim oblicima; drvena sječka ili iverje; piljevina, ostaci i otpaci od drva, neovisno jesu li aglomerirani u oblice, brikete, pelete ili slične oblike ili ne.

4401.10 – Ogrjevno drvo u obliku oblica, cjepanica, grančica, snopova ili u sličnim oblicima.

44.02 Drveni ugljen (uključujući ugljen od ljusaka ili orašastih plodova), neovisno je li aglomeriran ili ne.

Odjeljak B

(1) U odnosu na ulaganja izvršena 3. rujna 2025. ili nakon tog datuma u Europskoj uniji i njezinim državama članicama koje su Ugovorne stranke ovog Ugovora, sljedeći energetski materijali i proizvodi te aktivnosti isključeni su iz definicije gospodarske aktivnosti u energetskom sektoru isključivo u pogledu dijela III. ovog Ugovora:

- (a) (i) energetski materijali i proizvodi iz Aneksa EM I pod tarifnim podbrojevima

27.01 do 27.15 te električna energija (tarifni podbroj 27.16) proizvedena iz njih.

- (ii) 2804.10 Vodik, uz iznimku niskougljičnog vodika i obnovljivog vodika, koji ostaju u okviru definicije gospodarske aktivnosti u energetske sektoru. Niskougljični vodik označava vodik proizveden iz neobnovljivih izvora, sa značajno smanjenim emisijama u cijelom životnom ciklusu koje rezultiraju s manje od 3 tCO₂eq/tH₂ (tona ekvivalenta CO₂ po toni vodika). Obnovljivi vodik označava vodik proizveden iz obnovljivih izvora, uz iznimku biomase, koji rezultira emisijama u cijelom životnom ciklusu manjim od 3 tCO₂eq/tH₂.
 - (iii) Sintetička goriva, uz iznimku niskougljičnih goriva, koja ostaju u okviru definicije gospodarske aktivnosti u energetske sektoru. Niskougljična goriva označavaju reciklirana ugljikova goriva, niskougljični vodik te sintetička plinovita i tekuća goriva proizvedena iz niskougljičnog vodika, koja postižu smanjenje emisija u cijelom životnom ciklusu od 70 %. Reciklirana ugljikova goriva označavaju tekuća i plinovita goriva proizvedena iz tekućeg ili krutog otpada neobnovljivog podrijetla ili iz plina dobivenog obradom otpada i ispušnih plinova neobnovljivog podrijetla.
 - (iv) Gospodarske aktivnosti koje se odnose na hvatanje, uporabu i skladištenje ugljikovog dioksida (CCUS).
- (b) Neovisno o podstavku (a):
- (i) Električna energija (tarifni podbroj 27.16) proizvedena iz naftnih plinova i ostalih plinovitih ugljikovodika (tarifni podbroj 27.11) putem elektrana i infrastrukture koja omogućuje uporabu obnovljivih i niskougljičnih plinova, a koja ispušta manje od 380 g CO₂ fosilnog podrijetla po kWh električne energije, isključuje se iz definicije gospodarske aktivnosti u energetske sektoru isključivo u pogledu dijela III. ovog Ugovora nakon 31. prosinca 2030.
 - (ii) Električna energija (tarifni podbroj 27.16) proizvedena iz naftnih plinova i ostalih plinovitih ugljikovodika (tarifni podbroj 27.11) putem elektrana i infrastrukture koja omogućuje uporabu obnovljivih i niskougljičnih plinova, a koja ispušta manje od 380 g CO₂ fosilnog podrijetla po kWh električne energije, koja se odnosi na ulaganja koja zamjenjuju postojeća ulaganja za proizvodnju električne energije iz energetske materijala i proizvoda pod tarifnim podbrojevima 27.01 do 27.10, isključuje se iz definicije gospodarske aktivnosti u energetske sektoru isključivo u pogledu dijela III. ovog Ugovora deset godina nakon datuma stupanja na snagu izmjena i dopuna u Odjeljku B ovog Aneksa odobrenih 3. prosinca 2024.
 - (iii) Transport, prijenos i distribucija naftnih plinova i ostalih plinovitih ugljikovodika (tarifni podbroj 27.11) putem cjevovoda, pod uvjetom da su cjevovodi sposobni za siguran i održiv transport obnovljivih i niskougljičnih plinova, uključujući vodik, isključuju se iz definicije gospodarske aktivnosti u energetske sektoru isključivo u pogledu dijela III. ovog Ugovora deset godina

nakon datuma stupanja na snagu izmjena i dopuna u Odjeljku B ovog Aneksa odobrenih 3. prosinca 2024.

- (2) U odnosu na ulaganja izvršena 3. rujna 2025. ili nakon tog datuma u Švicarskoj, sljedeći energetske materijali i proizvodi te aktivnosti isključeni su iz definicije gospodarske aktivnosti u energetske sektoru isključivo u pogledu dijela III. ovog Ugovora:
- (a) 2804.10 Vodik, uz iznimku niskougljičnog vodika i obnovljivog vodika, koji ostaju u okviru definicije gospodarske aktivnosti u energetske sektoru. Niskougljični vodik označava vodik na bazi fosilnih goriva i vodik na bazi električne energije, sa značajno smanjenim emisijama stakleničkih plinova u cijelom životnom ciklusu koje rezultiraju s manje od 3 t CO₂ eq / t H₂. Obnovljivi vodik označava vodik proizveden iz obnovljivih izvora koji rezultira emisijama stakleničkih plinova u životnom ciklusu manjim od 3 t CO₂ eq / t H₂.
 - (b) Sintetička goriva bez značajno smanjenih emisija stakleničkih plinova u životnom ciklusu u usporedbi sa sintetičkim gorivima proizvedenim iz fosilnih goriva bez smanjenja emisija. Pod pojmom „značajno” podrazumijeva se postizanje praga od 70% ili više.
- (3) U odnosu na ulaganja izvršena 3. rujna 2025. ili nakon tog datuma u Ujedinjenom Kraljevstvu, sljedeći energetske materijali i proizvodi te aktivnosti isključeni su iz definicije gospodarske aktivnosti u energetske sektoru isključivo u pogledu dijela III. ovog Ugovora:
- (a) energetske materijali i proizvodi iz Aneksa EM I pod tarifnim podbrojevima 27.01 do 27.15 te električna energija (tarifni podbroj 27.16) proizvedena iz njih.
 - (b) 2804.10 Vodik, uz iznimku niskougljičnog vodika koji ostaje u okviru definicije gospodarske aktivnosti u energetske sektoru. Niskougljični vodik označava:
 - (i) vodik na bazi fosilnih goriva s hvatanjem i skladištenjem ugljika;
 - (ii) vodik na bazi električne energije; ili
 - (iii) vodik proizveden drugim metodama proizvodnje;koji zadovoljava Standard za niskougljični vodik Ujedinjenog Kraljevstva važeći u trenutku izvršenja ulaganja.
 - (c) Podstavci (a) i (b) ne primjenjuju se na sljedeće energetske materijale i proizvode, koji ostaju uključeni u okvir definicije gospodarske aktivnosti u energetske sektoru:
 - (i) električna energija (tarifni podbroj 27.16 iz Aneksa EM I) proizvedena iz naftnih plinova i ostalih plinovitih ugljikovodika (tarifni podbroj 27.11 iz Aneksa EM I) putem elektrana i infrastrukture koja koristi hvatanje i skladištenje ugljika, pri čemu su emisije stakleničkih plinova u životnom ciklusu značajno smanjene;
 - (ii) transport, prijenos i distribucija naftnih plinova i ostalih plinovitih ugljikovodika (tarifni podbroj 27.11 iz Aneksa EM I) putem cjevovoda, pod uvjetom da su cjevovodi sposobni za transport obnovljivih i niskougljičnih plinova.

- (4) (a) Do stupanja na snagu izmjena i dopuna ovog Ugovora usvojenih 3. prosinca 2024., dio III. ovog Ugovora ne primjenjuje se na Ugovornu stranku navedenu u nastavku u pogledu ulaganja Investitora druge Ugovorne stranke na njezinom području, a koja se odnose na energetske materijale i proizvode ili aktivnosti koje je ta druga Ugovorna stranka isključila u odjeljku B ovog Aneksa:
1. Japan
- (b) Do stupanja na snagu izmjena i dopuna ovog Ugovora usvojenih 3. prosinca 2024., Ugovorna stranka navedena u nastavku ne daje svoj bezuvjetni pristanak u skladu s člankom 26. stavkom (3) točkom (a) u odnosu na spor koji proizlazi iz ulaganja Investitora druge Ugovorne stranke, a koja se odnose na energetske materijale i proizvode ili aktivnosti koje je ta druga Ugovorna stranka isključila u odjeljku B ovog Aneksa:
1. Švicarska
 2. Turska (Türkiye)

Odjeljak C

- (1) U odnosu na ulaganja izvršena prije 3. rujna 2025. u Europskoj uniji i njezinim državama članicama koje su Ugovorne stranke ovog Ugovora, energetske materijale i proizvode te aktivnosti navedeni u stavku 1. točki (a) Odjeljka B ovog Aneksa isključuju se iz definicije gospodarske aktivnosti u energetske sektoru isključivo u pogledu dijela III. ovog Ugovora deset godina nakon datuma stupanja na snagu izmjena i dopuna u Odjeljku C ovog Aneksa odobrenih 3. prosinca 2024., ali najkasnije do 31. prosinca 2040.
- (2) U odnosu na ulaganja izvršena prije 3. rujna 2025. u Ujedinjenom Kraljevstvu:
- (a) energetske materijale i proizvode iz Aneksa EM I pod tarifnim podbrojevima 27.01 do 27.04 te električna energija (tarifni podbroj 27.16) proizvedena iz njih, isključuju se iz definicije gospodarske aktivnosti u energetske sektoru isključivo u pogledu dijela III. ovog Ugovora od datuma stupanja na snagu izmjena i dopuna u Odjeljku C ovog Aneksa odobrenih 3. prosinca 2024.;
 - (b) energetske materijale i proizvode iz Aneksa EM I pod tarifnim podbrojevima 27.05 do 27.15 te električna energija (tarifni podbroj 27.16) proizvedena iz njih, isključuju se iz definicije gospodarske aktivnosti u energetske sektoru isključivo u pogledu dijela III. ovog Ugovora 10 godina nakon datuma stupanja na snagu izmjena i dopuna u Odjeljku C ovog Aneksa odobrenih 3. prosinca 2024.;
 - (c) podstavci (a) i (b) ne primjenjuju se na sljedeće energetske materijale i proizvode, koji ostaju uključeni u okvir definicije gospodarske aktivnosti u energetske sektoru:
 - (i) Električna energija (tarifni podbroj 27.16 iz Aneksa EM I) proizvedena iz naftnih plinova i ostalih plinovitih ugljikovodika (tarifni podbroj 27.11 iz Aneksa EM I) putem elektrana i infrastrukture koja koristi hvatanje i skladištenje ugljika, pri čemu su emisije stakleničkih plinova u životnom ciklusu značajno smanjene.

- (ii) Transport, prijenos i distribucija naftnih plinova i ostalih plinovitih ugljikovodika (tarifni podbroj 27.11 iz Aneksa EM I) putem cjevovoda, pod uvjetom da su cjevovodi sposobni za transport obnovljivih i niskougljičnih plinova.”

II. PREINAKE ANEKSA EM (izvorni ECT) / EM I (ECT kako je izmijenjen 1998.)

1. Na početku Aneksa dodaje se:

”Za potrebe ovog Aneksa, oznaka „Ex” unesena je kako bi označila da se navedeni opis proizvoda ne odnosi na cijeli raspon proizvoda unutar tarifnih brojeva Nomenklature Svjetske carinske organizacije ili kodova Harmoniziranog sustava navedenih u nastavku.”

2. ”26.12.10” zamjenjuje se s „2612.10”, a „26.12.20” s „2612.20”; te se na kraju Aneksa, u odjeljku „Ostala energija”, dodaje:

”2207.10 Nedenaturirani etilni alkohol s volumnim udjelom alkohola od 80% vol ili većim.

2804.10 Vodik.

2814.10 Bezvodni amonijak.

2905.11 Metanol.

2915.11 Mravlja kiselina.

Biomasa - označava biorazgradivu frakciju proizvoda, otpada i ostataka biološkog podrijetla iz poljoprivrede, uključujući tvari bilnog i životinjskog podrijetla, iz šumarstva i srodnih industrija, uključujući ribarstvo i akvakulturu, kao i biorazgradivu frakciju otpada, uključujući industrijski i komunalni otpad biološkog podrijetla.

Bioplin - označava plinovita goriva proizvedena iz biomase.

Sintetička goriva - označavaju goriva koja su sintetizirana iz tokova vodika i ugljika.”

III. PREINAKE ANEKSA G (Izvorni ECT) / W (ECT kako je izmijenjen 1998.)

1. U naslovu i u tekstu sva upućivanja na broj „29” zamjenjuju se brojem „32”.

IV. IZMJENE ANEKSA

1. Sadržaj Aneksa zamjenjuje se sljedećim:

Izvorni ECT	ECT kako je izmijenjen 1998.
1. Aneks EM Energetski materijali i proizvodi	1. Aneks EM I Energetski materijali i proizvodi

<p>(u skladu s člankom 1. stavkom (4))</p> <p>2. Aneks NI Energetski materijali i proizvodi iz Aneksa EM pod tarifnim podbrojevima 27.01-27.15, 2804.10 i 44.01-44.02, električna energija (tarifni podbroj 27.16) proizvedena iz njih, sintetička goriva i aktivnosti isključene iz definicije gospodarske aktivnosti u energetsom sektoru (u skladu s člankom 1. stavkom (5))</p> <p>3. Aneks TRM Obavješćivanje i postupno ukidanje (TRIM) (u skladu s člankom 5. stavkom (4))</p> <p>4. Aneks N Popis Ugovornih stranaka koje zahtijevaju sudjelovanje najmanje triju zasebnih područja u tranzitu (u skladu s člankom 7. stavkom (1) ii.)</p> <p>5. Aneks VC Popis Ugovornih stranaka koje su preuzele dobrovoljne obvezujuće obveze u pogledu članka 10. stavka (5) (u skladu s člankom 10. stavkom (7))</p> <p>6. Aneks ID Popis Ugovornih stranaka koje Investitoru ne dopuštaju ponovno podnošenje istog spora na međunarodnu arbitražu u kasnijoj fazi prema članku 26. (u skladu s člankom 26. stavkom (3) (b) i.)</p> <p>7. Aneks IA Popis Ugovornih stranaka koje Investitoru ili Ugovornoj strani ne dopuštaju podnošenje spora koji se odnosi na članak 10. stavak (13) na međunarodnu arbitražu</p>	<p>(u skladu s člankom 1. stavkom (4))</p> <p>2. Aneks EM II Energetski materijali i proizvodi (u skladu s člankom 1. stavkom (4))</p> <p>3. Aneks EQ I Popis opreme povezane s energijom (u skladu s člankom 1. stavkom 4.bis)</p> <p>4. Aneks EQ II Popis opreme povezane s energijom (u skladu s člankom 1. stavkom 4.bis)</p> <p>5. Aneks NI Energetski materijali i proizvodi iz Aneksa EM I pod tarifnim podbrojevima 27.01-27.15, 2804.10 i 44.01-44.02, električna energija (tarifni podbroj 27.16) proizvedena iz njih, sintetička goriva i aktivnosti isključene iz definicije gospodarske aktivnosti u energetsom sektoru (u skladu s člankom 1. stavkom (5))</p> <p>6. Aneks TRM Obavješćivanje i postupno ukidanje (TRIM) (u skladu s člankom 5. stavkom (4))</p> <p>7. Aneks N Popis Ugovornih stranaka koje zahtijevaju sudjelovanje najmanje triju zasebnih područja u tranzitu (u skladu s člankom 7. stavkom (1) ii.)</p> <p>8. Aneks VC Popis Ugovornih stranaka koje su preuzele dobrovoljne obvezujuće obveze u pogledu članka 10. stavka (5) (u skladu s člankom 10. stavkom (7))</p> <p>9. Aneks ID Popis Ugovornih stranaka koje Investitoru ne dopuštaju ponovno podnošenje istog spora na međunarodnu arbitražu u kasnijoj fazi prema članku 26. (u skladu s člankom 26. stavkom (3)(b) i.)</p> <p>10. Aneks IA Popis Ugovornih stranaka koje Investitoru ili Ugovornoj strani ne dopuštaju podnošenje spora koji se odnosi na članak 10. stavak (13) na međunarodnu arbitražu</p>
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<p>(u skladu s člankom 26. stavkom (3)(c) i člankom 30. stavkom (2))</p> <p>8. Aneks P Poseban postupak za sporove na podnacionalnoj razini (u skladu s člankom 30. stavkom (3) (i))</p> <p>9. Aneks G Iznimke i pravila koja uređuju primjenu odredbi GATT-a i povezanih instrumenata (u skladu s člankom 32. stavkom (2) (a))</p> <p>10. Aneks D Prijelazne odredbe za rješavanje trgovinskih sporova (u skladu s člankom 32. stavkom (7))</p> <p>11. Aneks B Formula za raspodjelu troškova Povelje (u skladu s člankom 37. stavkom (3))</p> <p>12. Aneks PD Javni dug (u skladu s člankom 26. stavkom (12))</p> <p>13. Aneks NPT Popis Ugovornih stranaka na koje se dio III. ne primjenjuje u pogledu ulaganja Investitora druge Ugovorne stranke na njihovom području, a koja se odnose na energetske materijale i proizvode ili aktivnosti koje je ta druga Ugovorna stranka isključila u Aneksu NI(u skladu s člankom 16.bis)</p>	<p>(u skladu s člankom 26. stavkom (3)(c) i člankom 30. stavkom (2))</p> <p>11. Aneks P Poseban postupak za sporove na podnacionalnoj razini (u skladu s člankom 30. stavkom (3) (i))</p> <p>12. Aneks W Iznimke i pravila koja uređuju primjenu odredbi Sporazuma o WTO-u (u skladu s člankom 32. stavkom (2) (a))</p> <p>13. Aneks BR Popis Ugovornih stranaka koje ne smiju povećati carine ili druge pristojbe iznad razine koja proizlazi iz njihovih obveza ili bilo kojih odredbi koje se na njih primjenjuju prema Sporazumu o WTO-u (u skladu s člankom 32. stavkom (7))</p> <p>14. Aneks BRQ Popis Ugovornih stranaka koje ne smiju povećati carine ili druge pristojbe iznad razine koja proizlazi iz njihovih obveza ili bilo kojih odredbi koje se na njih primjenjuju prema Sporazumu o WTO-u (u skladu s člankom 32. stavkom (7))</p> <p>15. Aneks D Prijelazne odredbe za rješavanje trgovinskih sporova (u skladu s člankom 32. stavkom (9))</p> <p>16. Aneks B Formula za raspodjelu troškova Povelje (u skladu s člankom 37. stavkom (3))</p> <p>17. Aneks PD Javni dug (u skladu s člankom 26. stavkom (12))</p> <p>18. Aneks NPT Popis Ugovornih stranaka na koje se dio III. ne primjenjuje u pogledu ulaganja Investitora druge Ugovorne stranke na njihovom području, a koja se odnose na energetske materijale i proizvode ili aktivnosti koje je ta druga Ugovorna stranka isključila u Aneksu NI (u skladu s člankom 16.bis)</p>
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<p>14. Aneks IA-NI Popis Ugovornih stranaka koje ne daju svoj bezuvjetni pristanak na podnošenje međunarodnoj arbitraži spora povezanog s ulaganjem Investitora druge Ugovorne stranke na njihovom području, a koji se odnosi na energetske materijale i proizvode ili aktivnosti koje je ta druga Ugovorna stranka isključila u Aneksu NI (u skladu s člankom 26. stavkom (3) (d))</p>	<p>19. Aneks IA-NI Popis Ugovornih stranaka koje ne daju svoj bezuvjetni pristanak na podnošenje međunarodnoj arbitraži spora povezanog s ulaganjem Investitora druge Ugovorne stranke na njihovom području, a koji se odnosi na energetske materijale i proizvode ili aktivnosti koje je ta druga Ugovorna stranka isključila u Aneksu NI (u skladu s člankom 26. stavkom (3) (d))</p>
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2. U Aneksu EQ I, ispred „Ex 73.04*“ dodaje se:

”68.06 vuna od troske, kamena vuna i slične mineralne vune; ekspanzirani vermikulit, ekspanzirana glina, pjenasta šljaka i slični ekspanzirani mineralni materijali; mješavine i proizvodi od mineralnih materijala za toplinsku izolaciju, zvučnu izolaciju ili apsorpciju zvuka, osim onih iz tarifnog broja 68.11 ili 68.12 ili iz poglavlja 69.

70.08 Višeslojne izolacijske jedinice od stakla.”

3. U Aneksu EQ I, u Ex 85.17, dodaje se „pametni telefoni i ostali” nakon riječi „uključujući”.

4. U Aneksu EQ I, „85.28.41” zamjenjuje se s „85.28.42”; „85.28.51” zamjenjuje se s „85.28.52”; „85.28.61” zamjenjuje se s „85.28.62”; te se u sva tri slučaja tekst „Vrste koja se isključivo ili prvenstveno koristi u sustavu za automatsku obradu podataka iz tarifnog broja 84.71” zamjenjuje tekстом „Sposobni za izravno povezivanje i projektirani za uporabu sa sustavom za automatsku obradu podataka iz tarifnog broja 84.71”.

5. U Aneksu EQ I, naslov tarifnog broja 85.41 zamjenjuje se sljedećim: „Poluvodički uređaji (na primjer, diode, tranzistori, pretvarači na bazi poluvodiča); fotoosjetljivi poluvodički uređaji, uključujući fotonaponske ćelije, neovisno jesu li sastavljene u module ili oblikovane u panele ili ne; diode koje emitiraju svjetlost (LED), neovisno jesu li sastavljene s drugim diodama koje emitiraju svjetlost (LED) ili ne; montirani piezoelektrični kristali.”; te se dodaje „(LED):” nakon riječi „dioda” u Ex 8541.40.

6. U Aneksu EQ I, u unosu nakon „Ex 9030.10”, dodaje se „(osim onih za mjerenje ili provjeru poluvodičkih pločica ili uređaja)” nakon riječi „snaga”.

7. U naslovu Aneksa N, „članak 7. stavak (10) (a)” zamjenjuje se s „članak 7. stavak (1) (ii)”; te se briše referenca na Kanadu i Sjedinjene Američke Države.

8. U naslovu Aneksa VC, „članak 10. stavak (3)” zamjenjuje se s „članak 10. stavak (5)”, a „članak 10. stavak (6)” zamjenjuje se s „članak 10. stavak (7)”.

9. Popis u Aneksu ID zamjenjuje se sljedećim:

- „1. Azerbajdžan
2. Bosna i Hercegovina
3. Bugarska

4. Hrvatska
5. Cipar
6. Češka
7. Europska unija i Euratom
8. Finska
9. Grčka
10. Mađarska
11. Irska
12. Italija
13. Japan
14. Kazahstan
15. Mongolija
16. Sjeverna Makedonija
17. Norveška
18. Poljska
19. Portugal
20. Rumunjska
21. Slovenija
22. Španjolska
23. Švedska
24. Turska (Türkiye)".

10. Naslov Aneksa IA zamjenjuje se sljedećim: „Popis Ugovornih stranaka koje Investitoru ili Ugovornoj stranki ne dopuštaju podnošenje spora koji se odnosi na članak 10. stavak (13) na međunarodnu arbitražu (u skladu s člankom 26. stavkom (3) (c) i člankom 30. stavkom (2))”; te se navedene države zamjenjuju sljedećima:

- „1. Mađarska
2. Norveška”.

11. U naslovu Aneksa P, „članak 27. stavak (3) (i)” zamjenjuje se s „članak 30. stavak (3)(i)”; te se u dijelu I. brišu reference na Kanadu i Australiju.
12. U naslovima Aneksa BR i BRQ, „članak 29. stavak (7)” zamjenjuje se s „članak 32. stavak (7)”.
13. U naslovu i u tekstu Aneksa D, sva upućivanja na broj „29” zamjenjuju se brojem „32”.

I. IZMJENE UTANAČENJA

1. U utanačenju br. 1, u odnosu na Ugovor u cjelini, podstavku (b)(i), engleska riječ prevedena kao „treća strana“ zamjenjuje se drugom engleskom riječju bez značaja za hrvatski prijevod.
2. U utanačenju br. 2, u odnosu na članak 1. stavak (5) (b)(iii), engleska riječ prevedena kao „transport“ zamjenjuje se drugom engleskom riječju bez značaja za hrvatski prijevod; u podstavcima (b)(iv) i (v), engleska riječ prevedena kao „energetski“ zamjenjuje se drugom engleskom riječju bez značaja za hrvatski prijevod; a na kraju podstavka (b)(vii) dodaje se „kako je definirano u članku 19. stavku (7) (c)“.
3. Briše se utanačenje br. 4, u odnosu na članak 1. stavak (8).
4. Briše se utanačenje br. 5, u odnosu na članak 1. stavak (12).
5. U utanačenju br. 8, u odnosu na članak 7. stavak (4), „(4)“ se zamjenjuje sa „(7)“.
6. Utanačenja od 6. do 9. prenumeriraju se u 4. do 7.
7. Briše se utanačenje br. 10, u odnosu na članak 10. stavak (4).
8. Briše se utanačenje br. 11, u odnosu na članke 10. stavak (4) i 29. stavak (6).
9. Briše se utanačenje br. 12, u odnosu na članak 14. stavak (5).
10. Dodaje se novo utanačenje br. 8, u odnosu na članak 17.bis:

„U slučaju Europske unije:

 - (a) „subvencija“ uključuje „državnu potporu“ kako je definirana u pravu Europske unije;
 - (b) nadležna tijela ovlaštena naložiti radnje navedene u članku 17.bis su Europska komisija ili sud države članice pri primjeni prava Europske unije o državnim potporama.”
11. Utanačenje br. 13, u odnosu na članak 19. stavak (1) (i), prenumerira se u utanačenje br. 9, a u naslovu se „(1)“ zamjenjuje s „(5)“.
12. Utanačenje br. 14, u odnosu na članke 22. i 23., prenumerira se u utanačenje br. 10; a „članak 29.“ zamjenjuje se s „članak 32.“.
13. U odnosu na izvorni ECT, utanačenje br. 15, u odnosu na članak 24., prenumerira se u utanačenje br. 11; u naslovu se „članak 24.“ zamjenjuje s „članci 24. i 24.bis“; a tekst se zamjenjuje sljedećim:

„Iznimke sadržane u GATT-u i povezanim instrumentima primjenjuju se između pojedinih Ugovornih stranaka koje su članke GATT-a, kako je priznato člankom 4. U pogledu trgovine energetskim materijalima i proizvodima koju uređuje članak 32., taj članak specificira odredbe relevantne za predmete obuhvaćene člancima 24. i 24.bis.”

14. U odnosu na ECT kako je izmijenjen 1998., tumačenje br. 15, u odnosu na članak 24., prenumerira se u utanačenje br. 11; u naslovu se „24” zamjenjuje s „24. i 24.bis”; a tekst se zamjenjuje sljedećim:

„Iznimke sadržane u GATT-u, GATS-u i povezanim instrumentima primjenjuju se između pojedinih Ugovornih stranaka koje su članice WTO-a, kako je priznato člankom 4. U pogledu trgovine energetske materijalima i proizvodima koju uređuje članak 32., taj članak specificira odredbe relevantne za predmete obuhvaćene člancima 24. i 24.bis.”

15. Utanačenje br. 16, u odnosu na članak 26. stavak (2) (a), prenumerira se u utanačenje br. 12.

16. Briše se utanačenje br. 17, u odnosu na članke 26. i 27.

17. U odnosu na izvorni ECT, utanačenje br. 18, u odnosu na članak 29. stavak (2)(a), prenumerira se u utanačenje br. 13; te se preimenuje u „u odnosu na članak 32. stavak (2)(a)”.

18. Završni akt Međunarodne konferencije i Odluka Konferencije o Energetskoj povelji u pogledu Izmjena i dopuna odredbi ECT-a koje se odnose na trgovinu: utanačenje br. 1, u odnosu na članak 29. stavak (2) (a) i Aneks W, preimenuje se u „u odnosu na članak 32. stavak (2)(a) i Aneks W”;

Na početku utanačenja dodaje se: „Kada odredba prava WTO-a navedena u ovom stavku predviđa zajedničko djelovanje članica WTO-a, namjera je da Konferencija o Povelji poduzme takvo djelovanje.”; a riječ „potpisnica” zamjenjuje se riječju „Ugovorna strana”.

Ovo utanačenje zamjenjuje utanačenje br. 18 Završnog akta Europske konferencije o Energetskoj povelji u odnosu na ECT kako je izmijenjen 1998., kao utanačenje br. 13.

19. Završni akt Međunarodne konferencije i Odluka Konferencije o Energetskoj povelji u pogledu Izmjena i dopuna odredbi ECT-a koje se odnose na trgovinu: naslov utanačenja br. 2, u odnosu na članak 29. stavak (7), preimenuje se u „u odnosu na članak 32. stavak (7)”;

a riječ „potpisnica” zamjenjuje se riječju „Ugovorna strana”. Ovo se utanačenje dodaje kao utanačenje br. 14 Završnog akta Europske konferencije o Energetskoj povelji u odnosu na ECT kako je izmijenjen 1998.

20. Završni akt Međunarodne konferencije i Odluka Konferencije o Energetskoj povelji u pogledu Izmjena i dopuna odredbi ECT-a koje se odnose na trgovinu: naslov utanačenja br. 3, u odnosu na članke 29. stavke (6) i (7) te 34. stavak (3) (o), preimenuje se u „u odnosu na članke 32. stavke (6) i (7) te 34. stavak (3)(o)”. Ovo se utanačenje dodaje kao utanačenje br. 15 Završnog akta Europske konferencije o Energetskoj povelji u odnosu na ECT kako je izmijenjen 1998.

21. Briše se utanačenje br. 19, u odnosu na članak 33.

22. U odnosu na izvorni ECT, utanačenje br. 20, u odnosu na članak 34., prenumerira se u utanačenje br. 14; a tekst se zamjenjuje sljedećim: „Konferencija o Povelji trebala bi usvojiti godišnji proračun prije početka financijske godine.” Utanačenje br. 21 prenumerira se u utanačenje br. 15.

23. U odnosu na ECT kako je izmijenjen 1998., utanačenje br. 20, u odnosu na članak 34., prenumerira se u utanačenje br. 16; a tekst se zamjenjuje sljedećim: „Konferencija o Povelji trebala bi usvojiti godišnji proračun prije početka financijske godine.” Utanačenje br. 21 prenumerira se u utanačenje br. 17.

24. U odnosu na Izvorni ECT, dodaje se novo utanačenje br. 16, u odnosu na članak 49.:

”Tajništvo” u članku 49. označava ”Tajništvo” definirano u članku 35. Radi izbjegavanja dvojbe, sve upute na „Depozitara” u ovom Ugovoru označavaju „Tajništvo” definirano u članku 35. u svojstvu Depozitara.”

25. U odnosu na ECT kako je izmijenjen 1998., dodaje se novo utanačenje br. 18, u odnosu na članak 49.:

”Tajništvo” u članku 49. označava ”Tajništvo” definirano u članku 35. Radi izbjegavanja dvojbe, sve upute na „Depozitara” u ovom Ugovoru označavaju „Tajništvo” definirano u članku 35. u svojstvu Depozitara.”

26. Briše se utanačenje br. 22, u odnosu na Aneks TFU(1).

II. IZMJENE ISKAZA

1. Briše se iskaz br. 1, u odnosu na članak 1. stavak (6).

2. Briše se iskaz br. 2, u odnosu na članke 5. i 10. stavak (11).

3. U iskazu br. 3, u odnosu na članak 7., „Europske zajednice i njihove države članice te Austrija, Norveška, Švedska i Finska” zamjenjuje se s „Europska unija, Europska zajednica za atomsku energiju, njihove države članice i Norveška”; te se prenumerira u iskaz br. 1.

4. Briše se iskaz br. 4, u odnosu na članak 10.

5. U iskazu br. 5, u odnosu na članak 25., isti se prenumerira u iskaz br. 2, a tekst se zamjenjuje sljedećim:

„Europska unija, Europska zajednica za atomsku energiju i njihove države članice podsjećaju da se, u skladu s člankom 54. Ugovora o funkcioniranju Europske unije:

- (a) trgovačka društva ili tvrtke osnovane u skladu sa zakonodavstvom države članice koje imaju svoje registrirano sjedište, središnju upravu ili glavno mjesto poslovanja unutar Europske unije, u svrhu prava na poslovni nastan na temelju dijela trećeg glave IV. poglavlja 2. Ugovora o funkcioniranju Europske unije, smatraju jednakima fizičkim osobama koje su državljani država članica; trgovačka društva ili tvrtke koje imaju samo

registrirano sjedište unutar Europske unije moraju u tu svrhu imati stvarnu i trajnu vezu s gospodarstvom jedne od država članica;

- (b) „trgovačka društva ili tvrtke” označavaju društva ili tvrtke osnovane prema građanskom ili trgovačkom pravu, uključujući zadruga i druge pravne osobe javnog ili privatnog prava, osim onih koje su neprofitne.”

Europska unija, Europska zajednica za atomsku energiju i njihove države članice nadalje podsjećaju da:

pravo Europske unije predviđa mogućnost proširenja gore opisanog tretmana na podružnice i agencije trgovačkih društava ili tvrtki koje nemaju poslovni nastan u jednoj od država članica; te da će primjena članka 25. Ugovora o Energetskoj povelji dopustiti samo ona odstupanja koja su nužna za zaštitu povlaštenog tretmana koji proizlazi iz šireg procesa gospodarske integracije temeljem Ugovorâ o osnivanju Europske unije.”

6. Iskaz br. 6, u odnosu na članak 40., prenumerira se u Iskaz br. 3.

7. Iskaz br. 7, u odnosu na Aneks G(4), prenumerira se u iskaz br. 4; samo u odnosu na ECT kako je izmijenjen 1998., naslov se preimenuje u „u odnosu na Aneks W(4)”; a tekst se zamjenjuje sljedećim:

- ”(a) Europska zajednica za atomsku energiju (Euratom) i Ukrajina izjavljuju da će, u skladu sa Sporazumom o partnerstvu i suradnji potpisanim u Luxembourg 14. lipnja 1994. i pripadajućim Privremenim sporazumom, koji je ondje parafiran istoga dana, trgovina nuklearnim materijalima između njih biti isključivo uređena odredbama Sporazuma između Euratoma i Kabineta ministara Ukrajine o suradnji u miroljubivoj uporabi nuklearne energije.
- (b) Euratom i Kazahstan izjavljuju da će, u skladu sa Sporazumom o partnerstvu i suradnji parafiranim u Bruxellesu 20. svibnja 1994., trgovina nuklearnim materijalima između njih biti isključivo uređena odredbama Sporazuma o suradnji u miroljubivoj uporabi nuklearne energije između Euratoma i Vlade Republike Kazahstana.
- (c) Euratom i Kirgistan izjavljuju da će, u skladu sa Sporazumom o partnerstvu i suradnji parafiranim u Bruxellesu 31. svibnja 1994., trgovina nuklearnim materijalima između njih biti isključivo uređena odredbama posebnog sporazuma koji će se sklopiti između Europske zajednice za atomsku energiju i Kirgistana.

Do stupanja na snagu ovog posebnog sporazuma, odredbe Sporazuma o trgovini te gospodarskoj i trgovinskoj suradnji između Europske ekonomske zajednice, Europske zajednice za atomsku energiju i Saveza Sovjetskih Socijalističkih Republika,

potpisanog u Bruxellesu 18. prosinca 1989., nastavljaju se isključivo primjenjivati na njihovu međusobnu trgovinu nuklearnim materijalima.

- (d) Euratom i Tadžikistan izjavljuju da će trgovina nuklearnim materijalima između njih biti isključivo uređena odredbama posebnog sporazuma koji će se sklopiti između Europske zajednice za atomsku energiju i Tadžikistana.

Do stupanja na snagu ovog posebnog sporazuma, odredbe Sporazuma o trgovini te gospodarskoj i trgovinskoj suradnji između Europske ekonomske zajednice, Europske zajednice za atomsku energiju i Saveza Sovjetskih Socijalističkih Republika, potpisanog u Bruxellesu 18. prosinca 1989., nastavljaju se isključivo primjenjivati na njihovu međusobnu trgovinu nuklearnim materijalima.

- (e) Euratom i Uzbekistan izjavljuju da će trgovina nuklearnim materijalima između njih biti isključivo uređena odredbama Sporazuma o suradnji u miroljubivoj uporabi nuklearne energije između Euratoma i Vlade Republike Uzbekistana.”

8. U Završnom aktu Međunarodne konferencije i Odluci Konferencije o Energetskoj povelji u pogledu Izmjena i dopuna ECT-a koje se odnose na trgovinu, briše se Zajednička deklaracija Ruske Federacije i Europske unije.

III. IZMJENE ODLUKA

1. U Odluci br. 1, u odnosu na Ugovor u cjelini, briše se „članak 16. i”.
2. Briše se Odluka br. 2, u odnosu na članak 10. stavak (7).
3. Briše se Odluka br. 3, u odnosu na članak 14.
4. Briše se Odluka br. 4, u odnosu na članak 14. stavak (2).
5. Odluka br. 5, u odnosu na članke 24. stavak (4) (a) i 25., prenumerira se u Odluku br. 2; u naslovu se „članci 24. stavak (4) (a)” zamjenjuje s „članci 24. stavak (2)”;
- a u tekstu se „članak 1. stavak (7) (a) ii.” zamjenjuje s „članak 1. stavak (7) (b)”.

IV. OSTALE IZMJENE

1. Tekst u odjeljku VIII. Završnog akta Europske konferencije o Energetskoj povelji (kako je izmijenjen Protokolom o ispravku iz 1996.) zamjenjuje se sljedećim:

”Konferencija o Povelji predviđena Ugovorom od sada je odgovorna za donošenje odluka o zahtjevima za potpisivanje Zaključnog dokumenta Haške konferencije o Europskoj energetskoj povelji i time usvojene Europske energetske povelje, kao i Zaključnog dokumenta Ministarske (Haag II) konferencije o Međunarodnoj energetskoj povelji i time usvojene Međunarodne energetske povelje.”

AMENDMENTS TO THE ENERGY CHARTER TREATY

On 3 December 2024, Contracting Parties to the Energy Charter Treaty meeting in the Energy Charter Conference adopted the following amendments to the Energy Charter Treaty. Unless expressly mentioned otherwise, the amendments refer to both the original Energy Charter Treaty as adopted in 1994 (hereinafter, "original ECT") and the Energy Charter Treaty as modified by the amendments to the trade-related provisions adopted in 1998 (hereinafter, "ECT as amended in 1998").

Article 1

The Preamble shall be amended as follows:

1. In paragraph seven, delete", and that these commitments will be applied to the Making of Investments pursuant to a supplementary treaty".
2. After paragraph fourteen, add new paragraph, "Recalling the relevant instruments regarding sustainable development and environment to which Contracting Parties adhere, such as the Rio Declaration on Environment and Development and Agenda 21 of 1992, the International Labour Organisation (hereinafter referred to as "ILO") Declaration on Fundamental Principles and Rights at Work of 1998, the Ministerial Declaration of 2006 entitled "Creating an environment at the national and international levels conducive to generating full and productive employment and decent work for all, and its impact on sustainable development" adopted by the Economic and Social Council of the United Nations, the ILO Declaration on Social Justice for a Fair Globalisation of 2008, the UN 2030 Agenda for Sustainable Development of 2015 with its Sustainable Development Goals, the Paris Agreement of 2015 and the United Nations Framework Convention on Climate Change (hereinafter referred to as "the UNFCCC");".
3. In paragraph fifteen, delete "United Nations Framework Convention on Climate Change, the".
4. Before the last paragraph, add two new paragraphs:

"Acknowledging the inherent rights of Contracting Parties to regulate investments within their Areas in order to meet legitimate policy objectives;

Recalling that measures to pursue essential security objectives may be subject to exceptions in accordance with this Treaty; and"
5. At the beginning of the last paragraph, delete "and".

Article 2

Part I shall be amended as follows:

1. In Article I, paragraph (I), delete after "1991" and replace with ", and the International Energy Charter adopted in the Concluding Document of the Hague II Conference on the International Energy Charter signed at The Hague on 20 May 2015; signature or approval of any of the Concluding Documents is considered to be signature of the Charter."
2. In Article 1, paragraph (2), replace "Organization" with "Organisation".
3. In Article 1, paragraph (3), replace "Organization" with "Organisation" and add afterwards "(hereinafter referred to as "REIO")"; and replace "organization" with "organisation".
4. Regarding the original ECT, in Article I, paragraph (4), delete", based on the Harmonised System of the Customs Co-Operation Council and the Combined Nomenclature of the European Communities,".
5. Regarding the ECT as amended in 1998, in Article 1, paragraph (4), delete", based on the Harmonised System of the World Customs Organization and the Combined Nomenclature of the European Communities,".
6. Regarding the ECT as amended in 1998, in Article 1, paragraph (4bis), delete", based on the Harmonised System of the World Customs Organization,".
7. In Article 1, replace the text of paragraph (5) with:

""Economic Activity in the Energy Sector" means an economic activity concerning:

(a) the exploration, extraction, refining, production, storage, land transport, transmission, distribution, trade, marketing, or sale of Energy Materials and Products except those excluded by Annex NI;

(b) the capture, utilisation and storage of carbon dioxide in order to decarbonise the energy system except as excluded by Annex NI; or

(c) the distribution of heat to multiple premises."
8. In Article 1, paragraph (6):

- After "an Investor", add "of a Contracting Party in the Area of another Contracting Party (hereinafter referred to as the "Host Contracting Party") that is made or acquired in accordance with the applicable law in the Host Contracting Party and that has the characteristics of an investment, such as the commitment of capital or other resources, the expectation of gain or profit, certain duration or the assumption of risk. "Investment" refers to assets associated with an Economic Activity in the Energy Sector".

- After the text of subparagraph (f), add:

"For the avoidance of doubt in this paragraph:

- (a) claims to money arising solely from commercial contracts for the sale of goods or services by a natural person, a company or other organisation in the Area of a Contracting Party to a natural person, a company or other organisation in the Area of another Contracting Party, or the extension of credit in relation to such transactions, are less likely to have the characteristics of an investment;

 - (b) an order or judgment made in a judicial or administrative action or an arbitral award do not constitute an Investment; and

 - (c) a minor violation of the law applicable in the Host Contracting Party at the time the investment was made or acquired does not mean that an asset is not an Investment."
- In the penultimate subparagraph, add "or reinvested" after "in which assets are invested".

 - And delete the last subparagraph.

9. In Article 1, paragraph (7):

- Delete "(a) with respect to a Contracting Party:" and "(b) with respect to a "third state", a natural person¹, company or other organization which fulfils, mutatis mutandis, the conditions specified in subparagraph (a) for a Contracting Party."

- Renumber subparagraph (i) as subparagraph (a) and replace the text with:

"a natural person having the nationality of, or who is a permanent resident of, a

¹ The term "natural person" includes persons permanently residing in the Republic of Latvia who are not citizens of the Republic of Latvia or any other state but who are entitled, under the law of the Republic of Latvia, to receive a non-citizen's passport.

Contracting Party in accordance with its applicable law, provided that such person does not have the nationality or is not a permanent resident of the Host Contracting Party at the time the investment was made or acquired; and".

- And renumber subparagraph (ii) as subparagraph (b) and replace the text with:

"a company or other organisation constituted in accordance with the law applicable in a Contracting Party and with substantial business activities in the Area of that Contracting Party. The existence of substantial business activities should be established by an overall examination, on a case-by-case basis, of the relevant circumstances, which may include whether the organisation:

- (i) has a physical presence in the Area of that Contracting Party;
- (ii) employs staff in the Area of that Contracting Party;
- (iii) generates turnover in the Area of that Contracting Party; or
- (iv) pays taxes in the Area of that Contracting Party."

10. In Article I, paragraph (10), replace "Regional Economic Integration Organization" with "REIO" and replace twice "Organization" with "Organisation".

11. In Article 1, paragraph (12), delete "copyrights and related rights, trademarks, geographical indications, industrial designs, patents, layout designs of integrated circuits and the protection of undisclosed information." and add:

“:

(a) all categories of intellectual property that are the subject of Sections 1 to 7 of Part II of the Agreement on Trade-Related Aspects of Intellectual Property Rights contained in Annex 1C of the WTO Agreement namely:

- (i) copyright and related rights;
- (ii) patents (which, in the case of the European Union and of Switzerland, include rights derived from supplementary protection certificates);
- (iii) trademarks;
- (iv) industrial designs;
- (v) layout-designs (topographies) of integrated circuits;
- (vi) geographical indications;
- (vii) protection of undisclosed information; and

(b) plant variety rights."

12. In Article 1, add one new paragraph:

"(15) "Labour Laws" means laws and regulations, or provisions of laws and regulations, of a Contracting Party that are required in order to implement the internationally recognised labour rights of:

- (a) the freedom of association and the effective recognition of the right to collective bargaining;
- (b) the elimination of all forms of forced or compulsory labour;
- (c) the effective abolition of child labour, a prohibition on the worst forms of child labour and other labour for children and minors;
- (d) the elimination of discrimination in respect of employment and occupation; and
- (e) acceptable conditions of work with respect to minimum wages, hours of work, and occupational safety and health

Article 3

Part II shall be amended as follows:

1. In Article 5, paragraph (1), replace "article III" with "Article III" and "Article 29" with "Article 32"; and in paragraph (4), add "or accession to" after "signature of".
2. In Article 6, in paragraph (7), replace "Article 27(1)" with "Article 30(1)".
3. In Article 7, paragraph (1), add the following text at the end:

"For the purposes of this Treaty, "Transit" means:

- (a) the carriage through the Area of a Contracting Party, with or without storage, of Energy Materials and Products originating in the Area of another state and destined for the Area of a third state, provided that either the other state or the third state is a Contracting Party; or
- (b) the carriage through the Area of a Contracting Party, with or without storage, of Energy Materials and Products originating in the Area of another Contracting Party and destined for the Area of that other Contracting Party, unless the two Contracting Parties concerned decide otherwise and record their decision by a joint entry in Annex N. The two Contracting Parties may delete their listing in Annex N by delivering a joint written notification of their intentions to the Secretariat, which

shall transmit that notification to all other Contracting Parties. The deletion shall take effect four weeks after such former notification."

4. In Article 7, paragraph (2), add "and" at the end of subparagraph (c), and the following after subparagraph (d):

"For the purposes of this Article, "Energy Transport Facilities" means high-pressure gas transmission pipelines, high-voltage electricity transmission grids and lines, crude oil transmission pipelines, coal slurry pipelines, oil product pipelines, and other fixed facilities specifically for handling Energy Materials and Products."

5. In Article 7, after paragraph (2), add three new paragraphs:

"(3) Each Contracting Party shall endeavour to take, subject to its laws and regulations, all appropriate measures to facilitate transparent and non-discriminatory Access, for Transit purposes, to existing and future Energy Transport Facilities unless the Energy Transport Facility lacks the necessary Available Capacity or there is an incompatibility with respect to technical parameters or the quality of the Energy Materials and Products concerned. In case of denial of such access, the reasons shall be duly substantiated. For the purposes of this Article:

(a) "Access, for Transit purposes, to Energy Transport Facilities" means, for Transit of natural gas and oil, a permission either contractual or otherwise granted to pass through such facilities in accordance with commercial contracts related to capacity for Transit, intergovernmental and host government agreements, as well as the laws and regulations of the Contracting Party in whose Area the Energy Transport Facilities are located; and

(b) "Available Capacity" means, for Transit of natural gas and oil, physical capacity of the Energy Transport Facilities that is not allocated and could be offered to other Contracting Parties in accordance with commercial contracts related to capacity for Transit, intergovernmental and host government agreements, as well as the laws and regulations of the Contracting Party in whose Area the Energy Transport Facilities are located.

- (4) Each Contracting Party shall endeavour to take, subject to its laws and regulations, all appropriate measures to facilitate that capacity allocation mechanisms and congestion management procedures for Energy Transport Facilities are market-based, transparent and non-discriminatory.
- (5) Each Contracting Party shall endeavour to take, subject to its laws and regulations, all appropriate measures to facilitate that tariffs required for Access to or the use of Energy Transport Facilities for Transit purposes, as well as the methodologies used

for their calculation, are applied objectively, transparently and in a non-discriminatory manner. Each Contracting Party shall endeavour to ensure, subject to its laws and regulations, the publication of the terms, conditions and tariffs or charges for Access to, or the use of, Energy Transport Facilities for Transit purposes and any other information that may be necessary to facilitate such access or use."

6. In Article 7, renumber paragraphs (3) to (7) as (6) to (10).
7. In Article 7, paragraph (5), add at the end of the first sentence "permit:"; delete "permit" at the beginning of subparagraphs (a) and (b); replace "subject to paragraphs (6) and (7)" with "subject to paragraphs (9) and (10)"; and add after the last sentence, "This shall not be construed as an obligation to renew expired contracts for the use of Energy Transport Facilities in the Area of Contracting Parties."
8. In Article 7, paragraph (6), replace "paragraph (7)" with "paragraph (10)".
9. In Article 7, paragraph (7), replace twice "paragraph (6)" with "paragraph (9)"; replace "but only following the exhaustion" with "following an agreement in writing between the Contracting Parties parties to the dispute to submit the dispute to the conciliation procedure set out in this paragraph or after the exhaustion"; and replace "Contracting Parties party to the dispute" with "Contracting Parties parties to the dispute".
10. In Article 7, paragraph (7), add at the end of subparagraph (b) "unless otherwise agreed by the parties to the dispute"; and add at the end of subparagraph (c) "The decision regarding interim tariffs shall be made taking into account the provisions of paragraph (5).".
11. In Article 7, add two new paragraphs:
 - "(11) This Article shall not be interpreted to prevent Contracting Parties from organising their energy systems based on virtual flows of Energy Materials and Products. Where Contracting Parties organise their energy systems based on virtual flows, this Article does not grant a right to receive the physical Energy Materials and Products injected into such systems.
 - (12) This Article shall not be interpreted to prevent Contracting Parties from organising their energy systems based on international swap operations, understood as the physical or virtual exchange of a quantity of Energy Materials and Products in the Area of a Contracting Party for an equivalent quantity of the same Energy Materials and Products into the Area of another state and destined for the Area of a third state, provided that either the other state or the third state is a Contracting Party."

12. In Article 7, paragraph (9), replace "paragraph (4)" with "paragraph (7)"; and renumber paragraphs (8) to (9) as (13) to (14).
13. In Article 7, delete paragraph (10).
14. In Article 9, at the end of paragraph(), replace "on a basis no less favourable than that which it accords in like circumstances to its own companies and nationals or companies and nationals of any other Contracting Party or any third state, whichever is the most favourable" with "on the most favourable basis which it accords in like situations to its own companies or nationals, or companies or nationals of any other Contracting Party or any non- Contracting Party".

Article 4

Part III shall be amended as follows:

1. In Article 10, replace the text of paragraph (1) with:

"Each Contracting Party shall accord to Investments of Investors of other Contracting Parties, and to such Investors with respect to their Investments, Fair and Equitable Treatment and full protection and security in its Area."

2. In Article 10, add after paragraph (1):

"(2) A Contracting Party breaches the obligation to accord Fair and Equitable Treatment set out in paragraph (1) through a measure or series of measures that constitutes:

- (a) arbitrariness, such as blatant unreasonableness;
- (b) targeted discrimination on wrongful grounds, such as gender, race or religious belief;
- (c) fundamental breach of due process, including a fundamental breach of transparency in judicial and administrative proceedings;
- (d) denial of justice in criminal, civil or administrative adjudicatory proceedings;
- (e) abusive treatment such as harassment, duress or coercion; or
- (f) frustration of an Investor's legitimate expectations² where these were central to

² For greater certainty, an Investor's legitimate expectations do not include general expectations, such as an expectation (in the absence of clear and specific representations or commitments to that effect) that a Contracting Party's legal or regulatory framework will not change

its Investment, and arose from a clear and specific representation or commitment³ by that Contracting Party upon which the Investor reasonably relied in deciding to make or maintain the Investment.

For greater certainty, a breach of another provision of this Treaty, or of any other international agreement, does not establish a breach of Fair and Equitable Treatment.

- (3) The obligation to accord full protection and security set out in paragraph (1) refers to the physical security of Investors and their Investments."
3. In Article 10, renumber paragraph (2) as paragraph (4); add", in like situations," after "accord" in the first line; and replace "paragraph (3)" with "paragraph (5)".
4. In Article 10, renumber paragraph (3) as paragraph (5) and replace its text with:
- "For the purposes of this Article, "Treatment" means treatment accorded by a Contracting Party which is the most favourable of that which it accords to its own investors, to Investors of any other Contracting Party or to investors of any non-Contracting Party."
5. In Article 10, delete paragraphs (4) and (8).
6. In Article 10, renumber paragraphs (5) to (6) as (6) to (7); and replace all references to "paragraph (3)" with "paragraph (5)".
7. In Article 10, renumber paragraph (7) as (8); and replace its text with:

"Each Contracting Party shall accord to Investments in its Area of Investors of other Contracting Parties, and their related activities including management, maintenance, use, enjoyment or disposal, the most favourable treatment which it accords, in like situations, to Investments of its own investors or of the Investors of any other Contracting Party or investors of any non-Contracting Party and their related activities including management, maintenance, use, enjoyment or disposal.

For greater certainty, the "treatment" referred to in this paragraph does not include dispute settlement procedures provided for in other international agreements;

For the purposes of this Treaty, substantive provisions in other international agreements concluded by a Contracting Party with a non-Contracting Party do not in themselves constitute the "treatment" referred to in this paragraph. Measures of a Contracting

³ For the purposes of this Article, the determination of whether there is a clear and specific representation or commitment requires a case-by-case, fact-based inquiry that considers, among other factors, laws and regulations and the Contracting Party's relevant publicly known policies and their objective

Party pursuant to those provisions⁴ may constitute such treatment and thus give rise to a breach of this paragraph."

8. In Article 10, paragraph (9), delete the last sentence; replace "Regional Economic Integration Organization" with "REIO"; replace "In respect of subparagraph (a) the report" with "The report"; replace "other measures relevant to: (a) exceptions to paragraph (2); or (b) the programmes referred to in paragraph (8)" with "other measures relevant to exceptions to paragraph (4)"; and replace "paragraph (3)" with "paragraph (5)".

9. In Article 10, paragraph (10), replace "paragraphs (3) and (7)" with "paragraphs (5) and (8)".

10. In Article 10, after paragraph (12), add:

"(13) For the purposes of this Treaty, where a Contracting Party has entered into any specific written commitment with an Investor of another Contracting Party or with the Investor's Investment in its Area, the former Contracting Party shall not breach the said commitment through the exercise of governmental authority."

11. In Article 12, paragraph (1), replace "accords to any other Investor, whether its own Investor, the Investor of any other Contracting Party, or the Investor of any third state" with "accords to any other investors, whether its own investors, the Investors of any other Contracting Party, or the investors of any non-Contracting Party".

12. In Article 12, paragraph (2), add a colon after "resulting from".

13. In Article 13, paragraph (1), replace "shall not be nationalized, expropriated or subjected to a measure or measures having effect equivalent to nationalization or expropriation" with "shall not be the subject of direct or indirect expropriation"; after "time immediately before" add "the Expropriation took place or"; and after "value of the Investment" add ", whichever is the earlier".

14. In Article 13, renumber paragraphs (2) and (3) as (5) and (6); and after paragraph (1), add:

"(2) Direct expropriation occurs when an Investment is nationalised or otherwise directly expropriated through formal transfer of title or outright seizure.

(3) Indirect expropriation occurs when a measure or series of measures of a Contracting Party has an effect equivalent to direct expropriation, without formal transfer of title or outright seizure, in that it substantially deprives the Investor of the value of its

⁴ For greater certainty, the mere transposition of those provisions into domestic law, to the extent that it is necessary in order to incorporate them into the domestic legal order, does not in itself qualify as a measure.

Investment or of the fundamental attributes of property in its Investment, including the right to use, enjoy or dispose of its Investment.

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

- (a) the economic impact of the measure or series of measures, although the sole fact that a measure or series of measures of a Contracting Party has an adverse effect on the economic value of an Investment does not establish that an indirect expropriation has occurred; and
 - (b) the character of the measure or series of measures, including its objective and context.
- (4) Except in rare circumstances when the impact of a measure or series of measures is so severe in light of its purpose that it is manifestly excessive, non-discriminatory measures by a Contracting Party that are designed and applied to protect legitimate policy objectives, such as public health, safety and the environment (including with respect to climate change mitigation and adaptation), do not constitute indirect expropriations."

15. In Article 14, delete paragraph (5); and replace the text of paragraph (4) with:

"Notwithstanding paragraphs (1) to (3), a Contracting Party may prevent, limit or delay a transfer, as far as doing so does not constitute a disguised restriction on transfers, through the equitable, non-discriminatory, and good faith application of its laws and regulations relating to:

- (a) bankruptcy, insolvency, or the protection of the rights of creditors;
- (b) issuing, trading or dealing in futures, options, securities or other financial instruments;
- (c) financial reporting or record keeping of transfers where necessary to assist law enforcement or financial regulatory authorities;
- (d) criminal or penal offenses, deceptive or fraudulent practices;
- (e) ensuring compliance with orders or judgements in adjudicatory proceedings; or
- (f) social security, public retirement or compulsory savings schemes."

16. In Article 14, renumber paragraph (6) as paragraph (5); and replace the reference to "under Article 29(2)(a)" with "under Article 32(2)(a)".

17. In Article 14, add two new paragraphs at the end:

"(6) Notwithstanding paragraphs (1) to (3), where a Contracting Party experiences serious balance-of-payments or external financial difficulties, or threat thereof, it may adopt or maintain restrictive measures.⁵ Such measures shall:

- (a) be consistent with the Articles of Agreement of the International Monetary Fund, as applicable;
- (b) not exceed what is necessary to deal with the circumstances described in this paragraph;
- (c) be temporary and be phased out progressively, as the situation specified in this paragraph improves;
- (d) avoid unnecessary damage to the commercial, economic and financial interests of any other Contracting Parties;
- (e) be non-discriminatory when compared to any other Contracting Party or non-Contracting Party in like situations; and
- (f) be promptly notified to the other Contracting Parties through the Secretariat.

For greater certainty, serious balance-of-payments or external financial difficulties, or threat thereof, may be caused by, among other factors, serious difficulties related to monetary or exchange rate policies, or threat thereof.

(7) Notwithstanding paragraphs (I) to (3), in exceptional circumstances of serious difficulties, or threat thereof, for the operation of the economic and monetary union in the case of the European Union or for the operation of monetary and exchange rate policy in the case of other Contracting Parties, safeguard measures may be adopted or maintained for a period not exceeding six months. Such measures shall be limited to what is strictly necessary to deal with the circumstances described in this paragraph."

18. In Article 15, paragraph (1), replace "Area of another Contracting Party (hereinafter referred to as the "Host Party")", the Host Party shall" with "Area of the Host Contracting

⁵ In the case of the European Union, such measures may be taken by a Member State of the European Union in situations other than those referred to in Article 14(6), which affect the economy of that Member State.

Party, the Host Contracting Party shall".

19. In Article 16, replace the title with "Right to Regulate" and the text of the Article with:

"The Contracting Parties reaffirm the right to regulate within their Areas to achieve legitimate policy objectives, such as the protection of the environment, including climate change mitigation and adaptation, protection of public health, safety or public morals."

20. After Article 16, add a new Article:

"ARTICLE 16 BIS
NON-APPLICATION OF PART III TO CERTAIN INVESTMENTS

This Part does not apply to Contracting Parties listed in Annex NPT in respect of an Investment in their Area of an Investor of another Contracting Party regarding Energy Materials and Products or activities excluded by the latter Contracting Party in Annex NI."

21. In Article 17, add "and Article 26" after "Part III" in the title; and replace the text of the Article with:

"(1) A Contracting Party (hereinafter referred to as the "denying Contracting Party") may, no later than the date a tribunal or court determines for the submission of arguments on preliminary questions, deny the application of this Part and of Article 26 to an Investor of another Contracting Party or to an Investment of an Investor of another Contracting Party, if the denying Contracting Party establishes that such Investor or Investment is owned or controlled by a natural or legal person of a non-Contracting Party with which, or as to which, the denying Contracting Party:

- (a) does not maintain diplomatic relations; or
- (b) adopts or maintains measures for the maintenance of international peace and security, including the protection of human rights, in line with the UN Charter and its international commitments, that:
 - (i) prohibit transactions with respect to that Investor or Investment; or
 - (ii) would be violated or circumvented if the benefits of this Part and Article 26 were accorded to that Investor or Investment, including where the measures prohibit transactions with a natural or legal person who owns or controls such Investor or Investment.

- (2) A Contracting Party may deny such benefits pursuant to this Article without any prior publicity or other additional formality related to its intention to exercise the right conferred by this Article."

22. After Article 17, add a new Article:

**"ARTICLE 17 BIS
SUBSIDIES**

For greater certainty, the mere fact that a subsidy or grant has not been issued, renewed or maintained, or has been modified or reduced by a Contracting Party, or has been ordered to be reimbursed by a competent court, administrative tribunal or other competent authority of that Contracting Party, shall not constitute a breach of the provisions of this Part, even if there is loss or damage to the Investment as a result."

Article 5

Part IV shall be amended as follows:

1. In Article 19, replace the title with "Sustainable Development"; and add the following four paragraphs at the beginning of the Article:

"(1) The Contracting Parties recognise that economic development, social development and environmental protection are interdependent and mutually reinforcing components of sustainable development. The Contracting Parties reaffirm their commitment to promote the development of international trade and investment in energy-related sectors in such a way as to contribute to the objective of sustainable development.

(2) Each Contracting Party reaffirms its rights and obligations under the multilateral environmental and labour agreements to which it is a party,⁶ such as the UNFCCC, the Paris Agreement and the fundamental ILO conventions, and reaffirms its commitments⁷ with regard to the ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up.⁸ Recognising the right of each Contracting Party to determine its sustainable development policies and priorities, to establish its own levels of domestic environmental and labour protection and to adopt or modify accordingly its relevant laws and regulations consistently with its commitments to the internationally recognised agreements to which it is a party, each Contracting Party shall strive to ensure that its relevant laws and regulations provide for and encourage high levels of labour and environmental protection, including with respect to climate

⁶ For greater certainty, the reaffirmation of the rights and obligations under multilateral environmental and labour agreements applies as they relate to energy-related sectors.

⁷ For greater certainty, the reaffirmation of the commitments under the ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up applies as it relates to energy-related sectors

⁸ ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up, adopted at Geneva on 18 June 1998 by the International Labour Conference at its 86th Session.

change mitigation and adaptation.

- (3) Contracting Parties shall not encourage trade or investment in energy-related sectors by relaxing or lowering the levels of protection afforded in their respective environmental or Labour Laws. To that effect, a Contracting Party shall not waive or otherwise derogate from, or offer to waive or otherwise derogate from, such laws or, through a sustained or recurring course of action or inaction, fail to effectively enforce such laws in order to encourage trade or investment in energy-related sectors between the Contracting Parties.
 - (4) Contracting Parties shall not implement their respective environmental and Labour Laws in a manner that would constitute a disguised restriction on trade or investment in energy-related sectors between Contracting Parties or an unjustifiable or arbitrary discrimination against other Contracting Parties."
2. In Article 19, renumber paragraph (1) as (5); add "strive to" after "In doing so each Contracting Party shall"; replace "Contracting Parties shall accordingly:" with "Each Contracting Party shall accordingly:"; replace "their" with "its" in subparagraph (a); and replace the text of subparagraph (i) with:

"require that an impact assessment is carried out, to the extent consistent with its laws and regulations, prior to granting authorisations for energy investment projects.

The impact assessment shall identify and assess, to the extent consistent with the laws and regulations of the Contracting Party, the significant effects of the project on matters which may include:

- (i) population and human health;
- (ii) biodiversity;
- (iii) land, soil, water, air and climate; and
- (iv) cultural heritage and landscape, including the expected effects deriving from the vulnerability of the project to risks of major accidents or disasters that are relevant to the project concerned.

Each Contracting Party shall ensure that an early and effective opportunity and an appropriate time period is given to the public concerned, including relevant non-governmental organisations, to participate in the environmental impact assessment and to provide comments on it. Each Contracting Party shall ensure that the findings of the environmental impact assessment are taken into account and that the results of the public consultation are made available to the public prior to granting an authorisation for the project. The findings of the environmental impact assessment and of the authorisation

granted shall be made available to the public in an appropriate manner."

And, at the end of subparagraph U), add "and".

3. In Article 19, delete paragraph (2); and add a new paragraph:

"(6) The Contracting Parties recognise the importance of responsible business conduct in contributing to the UN Sustainable Development Goals. Each Contracting Party shall encourage Investors operating within its Area or subject to its jurisdiction, to adopt and implement voluntarily into their policies and practices, principles of responsible business conduct consistent with internationally recognised standards and guidelines that have been endorsed or are supported by that Contracting Party, such as the United Nations Guiding Principles on Business and Human Rights, the Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy adopted by the Governing Body of the ILO, and the OECD Guidelines for Multinational Enterprises."

4. In Article 19, renumber paragraph (3) as (7); and add a new paragraph after it:

"(8) To the extent consistent with its laws and regulations, each Contracting Party shall ensure that it:

(a) develops, enacts and implements any measures aimed at protecting the environment or labour conditions that may affect trade or investment in energy-related sectors, or trade or investment measures that may affect the protection of the environment or labour conditions in energy-related sectors, in a transparent manner; and

(b) raises awareness and provides reasonable opportunities for interested persons and stakeholders to submit views on such measures as appropriate."

5. After Article 19, add a new Article:

"ARTICLE 19 BIS
CLIMATE CHANGE AND CLEAN ENERGY TRANSITION

Recognising the urgent need of pursuing the ultimate objective of the UNFCCC and the purpose and goals of the Paris Agreement in order to effectively combat climate change and its adverse impacts, and being committed to enhancing the contribution of trade and investment in energy-related sectors to climate change mitigation and adaptation, each Contracting Party reaffirms its commitments to:

- (a) effectively implement its commitments and obligations under the UNFCCC and the Paris Agreement;
 - (b) promote and enhance the mutual supportiveness of investment and climate policies and measures, thereby accelerating the transition towards a low emission, clean energy and resource efficient economy, as well as to climate-resilient development;
 - (c) promote and facilitate trade and investment of relevance for climate change mitigation and adaptation, including, inter alia, by removing obstacles to trade and investment concerning low carbon energy technologies and services such as renewable energy production capacity, and by adopting policy frameworks conducive to this objective; and
 - (d) cooperate with the other Contracting Parties on investment-related aspects of climate policies and measures bilaterally and in international fora, as appropriate."
6. In Article 20, paragraph (1), replace "Article 29(2)(a)" with "Article 32(2)(a)"; and in paragraph (3), replace "above mentioned" with "above-mentioned".
 7. In Article 21, paragraph (2), replace two references to "Article 7(3)" with "Article 7(6)"; in paragraph (3), replace "Article 10(2) and (7)" with "Article 10(4) and (8)" as well as "Regional Economic Integration Organization" with "REIO"; in paragraph (4) replace "Article 29(2)" with "Article 32(2)"; in paragraph (5) replace two references to "Article 26(2)(c) or 27(2)" with "Article 26(2)(c) or 30(2)"; replace "Articles 26 and 27" with "Articles 26 and 30"; and in subparagraph (b) replace all references to "expropriation" with "Expropriation".
 8. In Article 22, paragraph (5), replace "organization" with "organisation".
 9. In Article 24, replace the title "Exceptions" with "General Exceptions"; and delete paragraph (1).
 10. In Article 24, renumber paragraph (2) as (1); and replace its text with:

"The provisions of this Treaty other than Articles 12, 13 and 32 shall not preclude any Contracting Party from adopting or enforcing any measure:

 - (a) necessary to protect public morals or to maintain public order;⁹

⁹ The public order exception may be invoked only where a genuine and sufficiently serious threat is posed to one of the fundamental interests of society.

- (b) necessary to protect human, animal or plant life or health;¹⁰
- (c) necessary to ensure the safety and integrity of critical energy facilities and infrastructure;
- (d) necessary to secure compliance with laws which are not inconsistent with the provisions of this Treaty including those relating to:
 - (i) the prevention of deceptive and fraudulent practices or to deal with the effects of a default on contractual obligations; or
 - (ii) the protection of the privacy of individuals in relation to the processing and dissemination of personal data and the protection of confidentiality of individual records and accounts;
- (e) essential to the acquisition or distribution of Energy Materials and Products in conditions of short supply arising from causes outside the control of that Contracting Party, provided that any such measure shall be consistent with the principles that:
 - (i) all other Contracting Parties are entitled to an equitable share of the international supply of such Energy Materials and Products; and
 - (ii) any such measure that is inconsistent with this Treaty shall be discontinued as soon as the conditions giving rise to it have ceased to exist;
- (f) designed to benefit Investors who are aboriginal people or socially or economically disadvantaged individuals or groups or their Investments and notified to the Secretariat as such, provided that such measure:
 - (i) has no significant impact on that Contracting Party's economy; and
 - (ii) does not discriminate between Investors of any other Contracting Party and Investors of that Contracting Party not included among those for whom the measure is intended. Such measures shall be duly motivated and shall not nullify or impair any benefit one or more other Contracting Parties may reasonably expect under this Treaty to an extent greater than is strictly necessary to the stated end; or
- (g) relating to the conservation of exhaustible natural resources if such measures are made effective in conjunction with restrictions on domestic production or consumption;¹¹

¹⁰ Subparagraph (1)(b) includes environmental measures (including climate change mitigation and adaptation measures) necessary to protect human, animal or plant life or health.

¹¹ Subparagraph (1)(g) includes measures adopted for the conservation of living and non-living exhaustible natural resources.

provided that such measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination between Contracting Parties where like conditions prevail, or a disguised restriction on commerce or investment promotion or protection covered by this Treaty."

11. In Article 24, renumber paragraph (4) as (2); and replace its text with: "The provisions of this Treaty which accord most favoured nation treatment shall not oblige any Contracting Party to extend to the Investors of any other Contracting Party any preferential treatment resulting from its membership of a free-trade area or customs union."

12. In Article 24, delete paragraph (3); and add a new paragraph at the end:

"(3) For greater certainty, Articles 7, 26, 30, 30 bis and 32 shall not apply among Contracting Parties that are members of the same REIO in their mutual relations.

A REIO shall provide information on the legal framework related to the movement of its Energy Materials and Products within its Area, as well as on trade provisions and provisions for the resolution of investment disputes at least once a year to other Contracting Parties at their request and to the Secretariat for information to other Contracting Parties."

13. After Article 24, add a new Article:

"ARTICLE 24 BIS SECURITY EXCEPTIONS

- (1) Nothing in this Treaty shall be construed to prevent any Contracting Party from taking any measure for the maintenance of international peace and security, or to require a Contracting Party to furnish any information, the disclosure of which it considers contrary to its essential security interests.
- (2) Without prejudice to paragraph 1 of this Article, the provisions of this Treaty other than Articles 12, 13 and 32 shall not be construed to prevent a Contracting Party from taking any measure which it considers necessary:
 - (a) for the protection of its essential security interests including those:
 - (i) relating to the supply of Energy Materials and Products and energy-related services for the purpose of provisioning a military establishment;
 - (ii) relating to fissionable and fusionable materials or the materials from which they are derived; or

(iii) taken in time of war, armed conflict or other emergency in international relations; or

(b) relating to the implementation of national policies respecting the non-proliferation of nuclear weapons or other nuclear explosive devices or needed to fulfil its obligations under the Treaty on the Non-Proliferation of Nuclear Weapons, the Nuclear Suppliers Guidelines, and other international nuclear non-proliferation obligations or understandings.

(3) Such measures shall not constitute a disguised restriction on Transit."

14. In Article 25, paragraph (3), replace "Article 29" with "Article 32".

Article 6

Part V shall be amended as follows:

1. In Article 26, paragraph (3), subparagraph (a), replace "subparagraphs (b) and (c)," with "subparagraphs (b), (c) and (d),".

2. In Article 26, paragraph (3), subparagraph (c), replace "under the last sentence of Article 10(1)" with "under Article 10(13)".

3. In Article 26, paragraph (3), after subparagraph (c), add a new subparagraph:

"(d) A Contracting Party listed in Annex IA-NI does not give such unconditional consent with respect to a dispute arising in relation to an Investment in its Area of an Investor of another Contracting Party regarding Energy Materials and Products or activities excluded by the latter Contracting Party in Annex NI."

4. In Article 26, paragraph (4), after "submitted" add", in accordance with the provisions set forth in this Treaty,".

5. In Article 26, paragraph (6), replace "international law" with "international law.¹²"; and add afterwards as a new unnumbered subparagraph:

¹² For greater certainty, the domestic law of a Contracting Party shall not be part of the applicable law. Where a tribunal is required to ascertain the meaning of a provision of the domestic law of a Contracting Party as a matter of fact, it shall follow the prevailing interpretation of that provision given by the courts or authorities of that Contracting Party, where such interpretation exists in accordance with the legal procedures of that Contracting Party, and any meaning given to the relevant domestic law of a Contracting Party by the tribunal shall not be binding upon the courts or authorities of that Contracting Party. A tribunal shall not have jurisdiction to determine the legality of a measure, alleged to constitute a breach of the obligations under Part III, under the domestic law of a Contracting Party.

"The tribunal shall apply the UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration of I April 2014 (hereinafter referred to as "UNCITRAL Transparency Rules") in accordance with the following subparagraphs:

- (a) Nothing in this paragraph requires a Contracting Party to make available to the public or otherwise disclose during or after the proceedings, including the hearing, confidential or protected information within the meaning of Article 7(2) of the UNCITRAL Transparency Rules, or information the disclosure of which is restricted under its domestic law, or information the disclosure of which it considers to be contrary to its essential security interests; and
- (b) Without prejudice to Article 3 of the UNCITRAL Transparency Rules, a party to the dispute may also make available to the public a request for amicable settlement, an agreement to mediate, a notice of challenge or a decision on challenge of a member of the tribunal, as well as a request for consolidation, subject to Article 7 of the UNCITRAL Transparency Rules and after redaction of confidential or protected information done in consultation with the other party to the dispute."

6. In Article 26, after paragraph (8), add:

"(9) An arbitral tribunal may award:

- (a) monetary damages and any applicable interest; and
- (b) restitution of property, in which case the award shall provide that the Contracting Party party to the dispute may pay monetary damages determined in accordance with Article 13(1) and any applicable interest in lieu of restitution.

(10) Monetary damages shall not be greater than the loss suffered by the Investor, as a result of the breach of the provisions referred to in Part III, reduced by any prior damages or compensation already provided by the Contracting Party concerned. The tribunal shall not award punitive damages.

(11) The tribunal shall order that the costs of the proceedings and other reasonable costs be borne by the unsuccessful party to the dispute, unless the tribunal determines that such apportionment is unreasonable in the circumstances of the case. Where only some parts of the claims have been successful, the costs shall be adjusted, proportionately, to the number or extent of the successful parts of the claims.

(12) A claim with respect to the restructuring of debt issued by a Contracting Party may only be submitted under Article 26(4) in accordance with Annex PD.

(13) A copy of the award shall be deposited with the Secretariat which shall publish it."

7. After Article 26, add three new Articles:

"ARTICLE 27
FRIVOLOUS CLAIMS

- (1) (a) A Contracting Party party to the dispute may, no later than 45 days after the constitution of a tribunal established under Article 26(4) or before the first meeting, whichever is the earlier, file an objection that the claim or any part thereof, is manifestly without legal merit. The objection may relate to the substance of the claim, the jurisdiction or the competence of the tribunal. A Contracting Party party to the dispute may also file such an objection no later than 30 days after it became aware of facts on which the objection is based where, owing to exceptional circumstances, it was not aware of those facts earlier.
 - (b) The party shall specify as precisely as possible the basis for the objection. The tribunal, after giving the parties to the dispute an opportunity to present their observations on the objection, shall, at its first meeting or promptly thereafter, issue a decision or award on the objection, stating the grounds therefor. If the objection is received later than 45 days after the constitution of the tribunal, the tribunal shall issue such decision or award as soon as possible, and no later than 120 days after the objection was filed. The tribunal shall assume the facts alleged by the Investor party to the dispute to be true and may also consider any relevant facts not in dispute.
 - (c) On receipt of an objection under this paragraph, and unless it considers the objection manifestly unfounded, the tribunal shall suspend any proceedings on the merits and fix any time limit necessary for considering the objection and the further conduct of the proceedings. If the tribunal decides that all parts of the claim are manifestly without legal merit, it shall render an award to that effect. Otherwise, the tribunal shall issue a decision on the objection. Such a decision shall be without prejudice to the right of a Contracting Party party to the dispute to object, in the course of the proceeding, to the legal merits of a claim and without prejudice to the tribunal's authority to address other objections as a preliminary question.
- (2) (a) Without prejudice to the authority of a tribunal established under Article 26(4) to address other objections as a preliminary question or to the right of the Contracting Party party to the dispute to raise any such objections at any appropriate time, the tribunal shall address and decide as a preliminary question any objection by the Contracting Party party to the dispute that, as a matter of law, the claim or any part thereof, is not a claim in respect of which an award in favour of the Investor may be made, even if the facts alleged by the Investor were assumed to be true. The tribunal may also consider any relevant facts not in dispute.

- (b) Such an objection shall be filed as soon as possible and no later than the date fixed for the filing of the reply to the claim of the Contracting Party party to the dispute. A Contracting Party party to the dispute may also file such an objection no later than 30 days after it became aware of facts on which the objection is based where, owing to exceptional circumstances, it was not aware of those facts earlier.
 - (c) On receipt of an objection under this paragraph, and unless it considers the objection manifestly unfounded, the tribunal shall suspend any proceedings on the merits, and shall set a timetable for considering the objection consistent with any timetable it has set for considering any other preliminary question, and issue a decision or award on the objection stating the grounds therefor.
- (3) An objection shall not be filed under paragraph (1) if the Contracting Party party to the dispute has filed an objection under paragraph (2). If an objection has been filed pursuant to paragraph (1), the tribunal may, taking into account the circumstances of that objection, decline to address an objection filed under paragraph (2).
- (4) For greater certainty, the tribunal shall issue an award declining jurisdiction if the dispute arose, or was foreseeable on the basis of a high degree of probability, at the time when the Investor party to the dispute acquired ownership or control of the Investment subject to the dispute, and the tribunal determines, on the basis of the facts of the case, that the acquisition of such ownership or control of the Investment was for the main purpose of submitting a claim under Article 26(4). The possibility to decline jurisdiction in such circumstances is without prejudice to other jurisdictional objections which could be entertained by the tribunal.

ARTICLE 28 SECURITY FOR COSTS

- (1) At the request of the Contracting Party party to the dispute, and following consultation in writing with the parties to the dispute, a tribunal established under Article 26(4) may order an Investor party to the dispute to post security for all or part of the costs of the proceedings.

The following procedure shall apply:

- (a) the request shall specify the circumstances that require security for costs;
- (b) the tribunal shall fix time limits for submissions on the request;
- (c) the tribunal shall issue its decision on the request within 30 days after the later of the constitution of the tribunal or the last submission on the request.

- (2) In determining whether to order the Investor party to the dispute to provide security for costs, the tribunal shall consider all relevant circumstances, including:
 - (a) whether the Investor party to the dispute risks not being able or willing to honour a possible decision on costs issued against it;
 - (b) the effect that providing security for costs may have on the ability of the Investor party to the dispute to pursue its claim; and
 - (c) the conduct of the parties to the dispute.
- (3) If the security for costs is not posted in full within 30 days after the issuance of an order pursuant to paragraph (1) or within any other time period set by the tribunal, the tribunal shall so inform the parties to the dispute. The tribunal, after consulting with the parties to the dispute, may order the suspension or termination of the proceedings.
- (4) The Investor party to the dispute shall promptly disclose any material change in the circumstances upon which the tribunal ordered security for costs. The tribunal may at any time modify or revoke its order on security for costs, on its own initiative or upon a party's request, after hearing the parties to the dispute.

ARTICLE 29 THIRD-PARTY FUNDING

- (1) Each party to the dispute shall disclose in writing to the other party to the dispute and to a tribunal established under Article 26(4) the name and address, the ultimate beneficial owner and corporate structure as applicable, of any natural or legal person that provides the Third-Party Funding. "Third-Party Funding" means any funding provided by a natural or legal person that is not a party to the dispute, to finance, directly or indirectly, the pursuit or defence of the arbitral proceedings under Article 26(4) through a donation or grant or through an agreement (hereinafter referred to as a "funding agreement") in return for remuneration dependent upon the outcome of the dispute.
- (2) Such disclosure shall be made at the time of the submission of the dispute for resolution under Article 26(4) or without delay as soon as the funding agreement is concluded or the donation or grant is made after the submission of the dispute for resolution under Article 26(4). Any changes in the information disclosed shall be immediately notified to the other party to the dispute and the tribunal.

- (3) The information disclosed may be considered, in addition to any other relevant information, for assessing an arbitrator's impartiality and independence.
- (4) The tribunal may order disclosure of further information regarding the funding agreement and the third-party providing the funding, if it deems it necessary at any stage of the proceeding."

8. Renumber Article 27 as 30, and add at the end of the title "(Ex Article 27)".

9. In Article 27, paragraph (2), replace "interpretation of Article 6 or Article 19 or, for Contracting Parties listed in Annex IA, the last sentence of Article 10(1)," with "interpretation of Article 6, Article 19, or Article 19 bis or, for Contracting Parties listed in Annex IA, Article 10(13),"; and after paragraph (3), add:

"(4) The Contracting Parties parties to the dispute shall make the following documents or information publicly available no later than 20 days after their issuance or, at the request of a Contracting Party party to the dispute, in accordance with the timetable determined by the tribunal, unless they decide, in order to protect confidential information, to publish these documents only in parts:

- (a) the written notice submitting the matter to an ad hoc tribunal pursuant to paragraph (2);
- (b) the date of establishment of the tribunal in accordance with paragraph (3), the time limit for *amicus curiae* submissions determined by the tribunal pursuant to paragraph (5), and the working language for the tribunal proceedings;

A Contracting Party party to the dispute may make publicly available its written submissions and oral statements in the tribunal proceedings, subject to the protection of confidential information.

Any hearing of the tribunal shall be open to the public unless the Contracting Parties parties to the dispute agree otherwise. The tribunal shall meet in closed session if the submission or arguments of a Contracting Party party to the dispute contain information designated by that Contracting Party as confidential. Natural persons of a Contracting Party or legal persons established in the Area of a Contracting Party may make *amicus curiae* submissions to the tribunal in accordance with paragraph (5).

Nothing in this paragraph requires a Contracting Party to make available to the public or otherwise disclose during or after the tribunal proceedings, including the hearing, confidential information the disclosure of which is restricted under its domestic law, or which would prejudice legitimate commercial interests of particular enterprises, public or private, or information the disclosure of which it considers to be contrary to its essential security interests.

- (5) Unless the Contracting Parties parties to the dispute agree otherwise within ten days after the date of establishment of the tribunal, the tribunal may receive unsolicited written submissions from natural persons of a Contracting Party or legal persons established in the Area of a Contracting Party who are independent from the governments of the parties to the dispute, provided that the submissions:
- (a) are received by the tribunal by a date determined by the tribunal;
 - (b) are concise, typed at double space and no longer than 15 pages, including any annexes;
 - (c) are directly relevant to a factual or a legal issue under consideration by the tribunal;
 - (d) contain a description of the person making the submission, including, if applicable, the nationality or place of establishment of the person, the nature of its activities, its legal status, its general objectives, the source of its financing and any controlling entity;
 - (e) specify the nature of the interest that the person has in the proceedings;
 - (f) are drafted in the working language of the tribunal; and
 - (g) contain a statement disclosing whether the person has any relationship, direct or indirect, with any Contracting Party party to the dispute or any third-party party to the dispute, as well as whether it has, or will, receive any assistance, financial otherwise, from a Contracting Party party to the dispute or a third-party party to the dispute in the preparation of the *amicus curiae* submissions.

The *amicus curiae* submissions shall be provided to the Contracting Parties parties to the dispute for comments. The Contracting Parties parties to the dispute may submit comments. The tribunal shall list in its award all the *amicus curiae* submissions it has received pursuant to paragraph (5). The tribunal shall not be obliged to address in its award the arguments made in those submissions. If the tribunal addresses arguments made therein, it shall also take into account any relevant comments made by the Contracting Parties parties to the dispute."

10. Add a new Article:

"ARTICLE 30 BIS
RESOLUTION OF DISPUTES ON SUSTAINABLE DEVELOPMENT
PROVISIONS BETWEEN CONTRACTING PARTIES

- (1) In the event of a dispute between Contracting Parties on any matter regarding the interpretation or application of Articles 19 and 19 bis, the Contracting Parties shall endeavour to resolve the dispute amicably through diplomatic channels.
- (2) If the dispute has not been resolved in accordance with paragraph (1) within six months, either Contracting Party party to the dispute shall endeavour to make recourse to arrangements for the consideration of such dispute in other appropriate international fora. If those arrangements to give consideration to the dispute, other than diplomatic channels, have not been initiated within twelve months, either Contracting Party party to the dispute may refer the matter to the Secretary-General by a notification summarising it.
- (3) Within 30 days of receipt of such a notification, the Secretary-General, in consultation with the Contracting Parties parties to the dispute, shall appoint a conciliator. Such a conciliator shall have substantial relevant expertise in the matters subject to the dispute and shall not be a national or citizen of, or permanently resident in, one of the Contracting Parties parties to the dispute. The Charter Conference shall adopt standard provisions concerning the conduct of conciliation and the compensation of conciliators.
- (4) The conciliator shall seek information and advice from the ILO or relevant bodies or organisations established under multilateral environmental agreements. The conciliator, upon the agreement of the Contracting Parties parties to the dispute, may also seek additional information from any source he or she deems appropriate. The conciliator shall forward any such information or advice to the Contracting Parties parties to the dispute, allowing them to submit their comments within 60 days of its receipt.
- (5) The conciliator shall seek an agreement between the Contracting Parties parties to the dispute. If the Contracting Parties parties to the dispute cannot reach an agreement, the conciliator shall suggest a potential compromise or a process to achieve it that the Contracting Parties parties to the dispute have to consider in good faith.
- (6) If the Contracting Parties parties to the dispute cannot agree with the compromise referred to in paragraph (5), the conciliator shall issue a non-legally binding report to the subsidiary body of the Charter Conference determined by the provisions referred to in paragraph (3) no later than 180 days after the date of his or her appointment. The non- legally binding report shall set out the relevant facts, the applicability of the relevant provisions and the basic rationale for any findings and recommendations.

- (7) The subsidiary body of the Charter Conference determined by the provisions referred to in paragraph (3) shall discuss actions and measures to be implemented by the Contracting Parties parties to the dispute, taking into account the conciliator's report and the findings and recommendations therein. Each Contracting Party party to the dispute shall inform the Secretariat of its implementation of actions or measures no later than three months after the date of issuance of the report. The report shall be made public. The Contracting Parties parties to the dispute shall ensure the protection of confidential information. The subsidiary body of the Charter Conference shall monitor the implementation of any such actions or measures and shall keep the matter under review and report to the Charter Conference for a period determined by the standard provisions referred to in paragraph (3)."

11. Renumber Article 28 as 31; replace the title with "Non-Application of Article 30 to Certain Disputes (Ex Article 28)"; and replace "29" with "32", and "27" with "30".

Article 7

Part VI shall be amended as follows:

1. Renumber Article 29 as 32; add at the end of the title "(Ex Article 29)"; and delete subparagraph (2)(b).
2. Regarding the original ECT, in Article 29, in subparagraph (2)(a), replace "subparagraphs (b) and (c)" with "subparagraph (b)"; and renumber subparagraph (c) as subparagraph (b).
3. Regarding the original "ECT, in Article 29, in paragraph (3), replace "Regional Economic Integration Organization" with "REIO".
4. Regarding the ECT as amended in 1998, in Article 29, in paragraph (3), replace all "Regional Economic Integration Organization" with "REIO".
5. Regarding the original ECT, in Article 29, paragraph (7), replace the text after "an agreement" with "that establishes a free-trade area or a customs union as described in article XXIV of the GATT."
6. Regarding the ECT as amended in 1998, in Article 29, after subparagraph (9)(c), replace the text after "an agreement" with "that establishes a free-trade area or a customs union as described in article XXIV of the GATT 1994."
7. Delete Articles 30 to 32.

Article 8

Part VII shall be amended as follows:

1. In Article 33, paragraph (3), replace "Regional Economic Integration Organization" with "REIO".
2. In Article 34, paragraph (3), replace the text of subparagraph (g) with "encourage cooperative efforts aimed at facilitating and promoting market-oriented reforms and modernisation of energy sectors in those Contracting Parties undergoing economic transition;".
3. In Article 34, paragraph (4), replace "organizations" with "organisations".
4. Regarding the original ECT, in Article 34, after paragraph (7), add a new paragraph:

"(8) Five years after the entry into force of the amendments to this Treaty approved 3 December 2024 and thereafter at intervals of five years, or on such a date as may be determined by the Charter Conference, the Charter Conference shall review the content of Annexes EM and NI. In the course of that review, it may decide to modify one or both Annexes."
5. Regarding the ECT as amended in 1998, in Article 34, after paragraph (7), add a new paragraph:

"(8) Five years after the entry into force of the amendments to this Treaty approved 3 December 2024 and thereafter at intervals of five years, or on such a date as may be determined by the Charter Conference, the Charter Conference shall review the content of Annexes EM I and NI. In the course of that review, it may decide to modify one or both Annexes."
6. In Article 36, subparagraph (1)(a), delete "and Annex T".
7. In Article 36, subparagraph (1)(b), replace "Regional Economic Integration Organizations" with "REIOs"; and in paragraph (7), replace "Regional Economic Integration Organization" with "REIO" and "Organization" with "Organisation".
8. Regarding the ECT as amended in 1998, in Article 36, subparagraph (1)(d), replace "Annexes EM," with "Annexes EM I, EM JJ,".

Article 9

Part VIII shall be amended as follows:

1. In Article 38, replace "Regional Economic Integration Organizations" with "REIOs".
2. In Article 40, paragraph (I), replace "Regional Economic Integration Organization" with "REIO".
3. In Article 41, replace "Regional Economic Integration Organizations" with "REIOs".
4. In Article 43, in paragraph (1), replace "Regional Economic Integration Organizations" with "REIOs", and "organizations" with "organisations"; and in paragraph (2), replace "Regional Economic Integration Organization" with "REIO", and "organization" with "organisation".
5. In Article 44, replace all "Regional Economic Integration Organization" with "REIO" and "Organization" with "Organisation".
6. In Article 45, delete subparagraph (3)(c) and paragraphs (4), (5) and (7); renumber paragraph (6) as (4) and delete "provisional" before "Secretariat"; and in subparagraph (3)(b), delete", except as otherwise provided in subparagraph (c)".
7. In Article 48, number the existing text as paragraph (1); and add a second paragraph:

"(2) Modifications and changes to Annexes shall enter into force one year after the date of their approval by the Conference unless otherwise specified in the modified or changed Annex or by the Charter Conference. Modifications and changes to Annexes shall not apply to an ongoing dispute submitted under Article 26 before the date of the entry into force of such modification or change. Unless otherwise specified in the modified or changed Annex or by the Charter Conference, modifications and changes to Annexes shall only apply to Investments made after the date of the entry into force of such modification or change."
8. In Article 49, replace "The Government of the Portuguese Republic" with "The Secretariat".
9. In Article 50, delete "Italian,".

Article 10

Delete Annexes TFU, PA and T; and add in the Annexes to the original ECT as 12 to 14 and to the ECT as amended in 1998 as 17 to 19:

**"ANNEX PD
Public Debt**

(In accordance with Article 26(12))

No claim that a restructuring of debt of a Contracting Party breaches an obligation under Part III of this Treaty may be submitted to, or if already submitted, be pursued under Article 26(4) if the restructuring is a negotiated restructuring at the time of submission, or becomes a negotiated restructuring after such submission, except for a claim that the restructuring violates Article 10(8).

Notwithstanding Article 26(2), and subject to the previous paragraph of this Annex, an Investor may not submit a claim under Article 26(4) that a restructuring of debt of a Contracting Party breaches an obligation under Part III of this Treaty other than Article 10(8),¹³ unless 270 days have elapsed from the date of submission by the Investor of the written request for amicable settlement pursuant to Article 26(1).

For the purposes of this Annex:

- (a) "negotiated restructuring" means the restructuring or rescheduling of debt of a Contracting Party that has been effected through (i) a modification or amendment of debt instruments, as provided for under their terms, including their governing law, or (ii) a debt exchange or other similar process in which the holders of no less than 75% of the aggregate principal amount of the outstanding debt subject to restructuring, excluding debt held by that Contracting Party or by entities owned or controlled by it, have consented to such debt exchange or other process;
- (b) "governing law" of a debt instrument means a jurisdiction's legal and regulatory framework applicable to that debt instrument.

For greater certainty, "debt of a Contracting Party" includes the debt of regional and local governments and authorities within its Area.

ANNEX NPT

**LIST OF CONTRACTING PARTIES TO WHICH PART III DOES NOT APPLY IN
RESPECT OF AN INVESTMENT IN THEIR AREA OF AN INVESTOR OF
ANOTHER CONTRACTING PARTY REGARDING ENERGY MATERIALS AND**

¹³ For greater certainty, a breach of Article 10(8) does not occur merely by virtue of a different treatment provided by a Contracting Party to certain categories of investors or investments on grounds of a different macroeconomic impact, for instance to avoid systemic risks or spill over effects, or on grounds of eligibility for debt restructuring.

**PRODUCTS OR ACTIVITIES EXCLUDED BY THE LATTER CONTRACTING
PARTY IN ANNEX NI**

(In accordance with Article 16 bis)

1. Japan

ANNEX IA-NI

**LIST OF CONTRACTING PARTIES NOT GIVING UNCONDITIONAL
CONSENT TO THE SUBMISSION TO INTERNATIONAL ARBITRATION OF A
DISPUTE RELATED TO AN INVESTMENT IN THEIR AREA OF AN INVESTOR
OF ANOTHER CONTRACTING PARTY REGARDING ENERGY MATERIALS
AND PRODUCTS OR ACTIVITIES EXCLUDED BY THE LATTER
CONTRACTING PARTY IN ANNEX NI**

(In accordance with Article 26(3)(d))

1. Switzerland
2. Türkiye"

Article 11

These amendments shall apply provisionally and enter into force in accordance with CCDEC 2024 15 GEN.

I. MODIFICATIONS TO ANNEX NI

1. Contracting Parties confirmed that it was an exceptional measure to allow fossil fuels to be excluded from investment protection through the modifications to Annex NI as a result of the modernisation of the Energy Charter Treaty and do not set this as a basis for the negotiation of new agreements or revision of other agreements, including agreements related to the promotion and protection of investments.

2. Replace the heading with the following text referring to Annex EM in the amendment to the original ECT and to Annex EM I in the ECT as amended in 1998:

"Energy Materials and Products in Annex EM I under the subheadings 27.01-27.15, 2804.10 and 44.01-44.02, electrical energy (subheading 27.16) produced from them, synthetic fuels and activities excluded from the Definition of Economic Activity in the Energy Sector (In accordance with Article 1(5))"

3. Replace the text of the Annex with the following text referring to Annex EM in the amendment to the original ECT and to Annex EM I in the amendment to the ECT as amended in 1998:

"Section A

In relation to all Contracting Parties, the Energy Materials and Products and activities listed in this Section are excluded from the definition of Economic Activity in the Energy Sector.

27.07 Oils and other products of the distillation of high temperature coal tar; similar products in which the weight of the aromatic constituents exceeds that of the non- aromatic constituents.

Ex 44.01 Fuel wood, in logs, in billets, in twigs, in faggots or in similar forms; wood in chips or particles; sawdust and wood waste and scrap, whether or not agglomerated in logs, briquettes, pellets or similar forms.

4401.10 - Fuel wood, in logs, in billets, in twigs, in faggots or in similar forms.

44.02 Wood charcoal (including shell or nut charcoal), whether or not agglomerated.

Section B

(1) In relation to investments made on or after 3 September 2025 in the European Union and its Member States which are Contracting Parties to this Treaty, the following Energy Materials and Products and activities are excluded from the definition of Economic

Activity in the Energy Sector only in respect of Part III of this Treaty:

- (a)
 - (i) Energy Materials and Products in Annex EM I under subheadings 27.01 to 27.15 and electrical energy (subheading 27.16) produced from them.
 - (ii) 2804.10 Hydrogen, with the exception of low carbon hydrogen and renewable hydrogen, which remain within the scope of the definition of Economic Activity in the Energy Sector. Low carbon hydrogen means hydrogen produced from non-renewable sources, with significantly reduced full life-cycle emissions resulting in less than 3tCO₂eq/tH₂. Renewable hydrogen means hydrogen produced from renewable sources, with the exception of biomass, resulting in full life-cycle emissions of less than 3tCO₂eq/tH₂.
 - (iii) Synthetic fuels, with the exception of low carbon fuels, which remain within the scope of the definition of Economic Activity in the Energy Sector. Low carbon fuels mean recycled carbon fuels, low carbon hydrogen and synthetic gaseous and liquid fuels produced from low carbon hydrogen, which meet a 70% reduction in full life-cycle emissions. Recycled carbon fuels mean liquid and gaseous fuels that are produced from liquid or solid waste of non-renewable origin or from waste processing gas and exhaust gas of non-renewable origin.
 - (iv) Economic activities concerning the capture, utilisation and storage of carbon dioxide.
- (b) Notwithstanding subparagraph (a):
 - (i) Electrical energy (subheading 27.16) produced from petroleum gases and other gaseous hydrocarbons (subheading 27.11) through power plants and infrastructures enabling the use of renewable and low carbon gases, and emitting less than 380 g of CO₂ of fossil fuel origin per kWh of electricity, shall be excluded from the definition of Economic Activity in the Energy Sector only in respect of Part III of this Treaty after 31 December 2030.
 - (ii) Electrical energy (subheading 27.16) produced from petroleum gases and other gaseous hydrocarbons (subheading 27.11) through power plants and infrastructures enabling the use of renewable and low carbon gases, and emitting less than 380 g of CO₂ of fossil fuel origin per kWh of electricity, related to investments that replace existing investments producing electrical energy (subheading 27.16) from Energy Materials and Products under the subheadings 27.01 to 27.10, shall be excluded from the definition of Economic Activity in the Energy Sector only in respect of Part III of this Treaty ten years after the date of entry into force of the modifications in Section B of this Annex approved on 3 December 2024.
 - (iii) Transport, transmission, distribution of petroleum gases and other gaseous hydrocarbons (subheading 27.11) through pipelines, provided that the

pipelines are able to transport safe and sustainable renewable and low carbon gases, including hydrogen, shall be excluded from the definition of Economic Activity in the Energy Sector only in respect of Part III of this Treaty ten years after the date of entry into force of the modifications in Section B of this Annex approved on 3 December 2024.

- (2) In relation to investments made on or after 3 September 2025 in Switzerland, the following Energy Materials and Products and activities are excluded from the definition of Economic Activity in the Energy Sector only in respect of Part III of this Treaty:
- (a) 2804.10 Hydrogen, with the exception of low carbon hydrogen and renewable hydrogen, which remain within the scope of the definition of Economic Activity in the Energy Sector. Low carbon hydrogen means fossil-based hydrogen and electricity based hydrogen, with significantly reduced full life-cycle of greenhouse gas emissions resulting in less than 3 t CO₂ eq / t H₂. Renewable hydrogen means hydrogen produced from renewable sources resulting in life-cycle greenhouse gas emissions of less than 3 t CO₂ eq / t H₂.
 - (b) Synthetic fuels without significantly reduced life cycle greenhouse gas emissions compared to synthetic fuels produced from fossil fuels with no emissions abatement. Significantly is to be understood as achieving a threshold of 70% or higher.
- (3) In relation to investments made on or after 3 September 2025 in the United Kingdom, the following Energy Materials and Products and activities are excluded from the definition of Economic Activity in the Energy Sector only in respect of Part III of this Treaty:
- (a) Energy Materials and Products in Annex EM I under subheadings 27.01 to 27.15, and electrical energy (subheading 27.16) produced from them.
 - (b) 2804.10 Hydrogen, with the exception of low carbon hydrogen which remains in scope of the definition of Economic Activity in the Energy Sector. Low carbon hydrogen means:
 - (i) fossil-based hydrogen with carbon capture and storage;
 - (ii) electricity-based hydrogen; or
 - (iii) hydrogen produced from other production methods;

which meets the United Kingdom's Low Carbon Hydrogen Standard as published when the investment is made.
 - (c) Subparagraphs (a) and (b) do not apply to the following Energy Materials and

Products, which remain included in scope of the definition of Economic Activity in the Energy Sector:

- (i) Electrical energy (subheading 27.16 of Annex EM I) produced from petroleum gases and other gaseous hydrocarbons (subheading 27.11 of Annex EM I) through power plants and infrastructure using carbon capture and storage, where life-cycle greenhouse gas emissions are significantly reduced.
 - (ii) Transport, transmission, and distribution of petroleum gases and other gaseous hydrocarbons (subheading 27.11 of Annex EM I) through pipelines provided the pipelines are capable of transporting renewable and low carbon gases.
- (4) (a) Until the entry into force of the amendments to this Treaty adopted 3 December 2024, Part III of this Treaty does not apply to a Contracting Party listed below in respect of an Investment in its Area of an Investor of another Contracting Party regarding Energy Materials and Products or activities excluded by the latter Contracting Party in Section B of this Annex:
- 1. Japan
- (b) Until the entry into force of the amendments to this Treaty adopted on 3 December 2024, a Contracting Party listed below does not give its unconditional consent in accordance with Article 26(3)(a) with respect to a dispute arising in relation to Investments of an Investor of another Contracting Party regarding Energy Materials and Products or activities excluded by the latter Contracting Party in Section B of this Annex:
- 1. Switzerland
 - 2. Türkiye

Section C

- (1) In relation to Investments made before 3 September 2025 in the European Union and its Member States which are Contracting Parties to this Treaty, the Energy Materials and Products and activities listed in subparagraph 1(a) of Section B of this Annex are excluded from the definition of Economic Activity in the Energy Sector only in relation to Part III of this Treaty ten years after the date of entry into force of the modifications in Section C of this Annex approved on 3 December 2024 but no later than 31 December 2040.

- (2) In relation to Investments made before 3 September 2025 in the United Kingdom:
- (a) Energy Materials and Products in Annex EM I under subheadings 27.01 to 27.04, and electrical energy (subheading 27.16) produced from them are excluded from the definition of Economic Activity in the Energy Sector only in relation to Part III of this Treaty from the date of entry into force of the modifications in Section C of this Annex approved on 3 December 2024.
 - (b) Energy Materials and Products in Annex EM I under subheadings 27.05 to 27.15, and electrical energy (subheading 27.16) produced from them are excluded from the definition of Economic Activity in the Energy Sector only in relation to Part III of this Treaty 10 years after the date of entry into force of the modifications in Section C of this Annex approved on 3 December 2024.
 - (c) Subparagraphs (a) and (b) do not apply to the following Energy Materials and Products, which remain included in scope of the definition of Economic Activity in the Energy Sector:
 - (i) Electrical energy (subheading 27.16 of Annex EM I) produced from petroleum gases and other gaseous hydrocarbons (subheading 27.11 of Annex EM I) through power plants and infrastructure using carbon capture and storage, where life-cycle greenhouse gas emissions are significantly reduced.
 - (ii) Transport, transmission, and distribution of petroleum gases and other gaseous hydrocarbons (subheading 27.11 of Annex EM I) through pipelines provided the pipelines are capable of transporting renewable and low carbon gases."

II. MODIFICATIONS TO ANNEX EM (original ECT) / EM I (ECT as amended in 1998)

1. At the beginning of the Annex, add:

"For the purpose of this Annex, "Ex" has been included to indicate that the product description referred to does not exhaust the entire range of products within the World Customs Organization Nomenclature headings or the Harmonized System codes listed below."

2. Replace "26.12.10" with "2612.10" and "26.12.20" with "2612.20"; and at the end of the Annex, under the section "Other energy", add:

"2207.10 Undenatured ethyl alcohol of an alcoholic strength by volume of 80 % vol or higher.

2804.10 Hydrogen.

2814.10 Anhydrous Ammonia.

2905.11 Methanol.

2915.11 Formic acid.

Biomass - meaning the biodegradable fraction of products, waste and residues from biological origin from agriculture, including vegetal and animal substances, from forestry and related industries, including fisheries and aquaculture, as well as the biodegradable fraction of waste, including industrial and municipal waste of biological origin.

Biogas - meaning gaseous fuels produced from biomass.

Synthetic fuels - meaning fuels, which are synthesized from hydrogen and carbon streams."

III. MODIFICATIONS TO ANNEX G (original ECT) / W (ECT as amended in 1998)

1. In the heading and in the text, replace all references to "29" with "32".

IV. CHANGES TO ANNEXES

1. Replace the table of Contents of Annexes as follows:

To the original ECT	To the ECT as amended in 1998
1. AnnexEM Energy Materials and Products (In accordance with Article 1(4))	1. Annex EM I Energy Materials and Products (In accordance with Article 1(4)) 2. Annex EM II Energy Materials and Products (In accordance with Article 1(4)) 3. Annex EQ I List of Energy-Related Equipment (In accordance with Article 1(4bis)) 4. Annex EQ II List of Energy-Related Equipment (In accordance with Article 1(4bis))

<p>2. Annex NI Energy Materials and Products in Annex EM under the subheadings 27.01-27.15, 2804.10 and 44.01-44.02, electrical energy (subheading 27.16) produced from them, synthetic fuels and activities excluded from the Definition of Economic Activity in the Energy Sector (In accordance with Article 1(5))</p> <p>3. Annex TRM Notification and Phase-Out (TRIMs) (In accordance with Article 5(4))</p> <p>4. AnnexN List of Contracting Parties requiring at least 3 separate Areas to be involved in a Transit (In accordance with Article 7(1)ii)</p> <p>5. Annex VC List of Contracting Parties which have made Voluntary Binding Commitments in Respect of Article 10(5) (In accordance with Article 10(7))</p> <p>6. Annex ID List of Contracting Parties not allowing an Investor to resubmit the same dispute to International Arbitration at a later stage under Article 26 (In accordance with Article 26(3)(b)(i))</p> <p>7. Annex IA List of Contracting Parties Not Allowing an Investor or Contracting Party to Submit a Dispute Concerning Article 10(13) to International Arbitration (In accordance with Articles 26(3)(c) and 30(2))</p> <p>8. Annex P Special Sub-National Dispute Procedure (In accordance with Article 30(3)(i))</p> <p>9. Annex G Exceptions and Rules governing the Application of the Provisions of the GATT and Related Instruments (In accordance with Article 32(2)(a))</p>	<p>5. AnnexNI Energy Materials and Products in Annex EM I under the subheadings 27.01-27.15, 2804.10 and 44.01-44.02, electrical energy (subheading 27.16) produced from them, synthetic fuels and activities excluded from the Definition of Economic Activity in the Energy Sector (In accordance with Article 1(5))</p> <p>6. Annex TRM Notification and Phase-Out (TRIMs) (In accordance with Article 5(4))</p> <p>7. AnnexN List of Contracting Parties requiring at least 3 separate Areas to be involved in a Transit (In accordance with Article 7(1)ii)</p> <p>8. Annex VC List of Contracting Parties which have made Voluntary Binding Commitments in Respect of Article 10(5) (In accordance with Article 10(7))</p> <p>9. Annex ID List of Contracting Parties not allowing an Investor to resubmit the same dispute to International Arbitration at a later stage under Article 26 (In accordance with Article 26(3)(b)(i))</p> <p>10. Annex IA List of Contracting Parties Not Allowing an Investor or Contracting Party to Submit a Dispute Concerning Article 10(13) to International Arbitration (In accordance with Articles 26(3)(c) and 30(2))</p> <p>11. Annex P Special Sub-National Dispute Procedure" (In accordance with Article 30(3)(i))</p> <p>12. Annex W Exceptions and Rules Governing the Application of the Provisions of the WTO Agreement (In accordance with Article 32(2)(a))</p> <p>13. Annex BR List of Contracting Parties which Shall Not</p>
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<p>10. Annex D Interim Provisions for Trade Dispute Settlement (In accordance with Article 32(7))</p> <p>11. Annex B Formula for allocating Charter Costs (In accordance with Article 37(3))</p> <p>12. Annex PD Public Debt (In accordance with Article 26(12))</p> <p>13. Annex NPT List of Contracting Parties to which Part III does not apply in respect of an Investment in their Area of an Investor of another Contracting Party regarding Energy Materials and Products or activities excluded by the latter Contracting Party in Annex NI (In accordance with Article 16 bis)</p> <p>14. Annex IA-NI List of Contracting Parties not giving their unconditional consent to the submission to international arbitration of a dispute related to an Investment in their Area of an Investor of another Contracting Party regarding Energy Materials and Products or activities excluded by the latter Contracting Party in Annex NI (In accordance with Article 26(3)(d))</p>	<p>Increase any Customs Duty or Other Charge above the Level Resulting from their Commitments or any Provisions Applicable to Them under the WTO Agreement (In accordance with Article 32(7))</p> <p>14. Annex BRQ List of Contracting Parties which Shall Not Increase any Customs Duty or Other Charge above the Level Resulting from their Commitments or any Provisions Applicable to Them under the WTO Agreement (In accordance with Article 32(7))</p> <p>15. Annex D Interim Provisions for Trade Dispute Settlement (In accordance with Article 32(9))</p> <p>16. Annex B Formula for allocating Charter Costs (In accordance with Article 37(3))</p> <p>17. Annex PD Public Debt (In accordance with Article 26(12))</p> <p>18. Annex NPT List of Contracting Parties to which Part III does not apply in respect of an Investment in their Area of an Investor of another Contracting Party regarding Energy Materials and Products or activities excluded by the latter Contracting Party in Annex NI (In accordance with Article 16 bis)</p> <p>19. Annex IA-NI List of Contracting Parties not giving their unconditional consent to the submission to international arbitration of a dispute related to an Investment in their Area of an Investor of another Contracting Party regarding Energy Materials and Products or activities excluded by the latter Contracting Party in Annex NI (In accordance with Article 26(3)(d))</p>
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2. In Annex EQ I, before "Ex 73.04*" add:

"68.06 Slog wool, rock wool and similar mineral wools; exfoliated vermiculite, expanded clays, foamed slag and similar expanded mineral materials;

mixtures and articles of heat insulating, sound-insulating or sound-absorbing mineral materials, other than those of heading 68.11 or 68.12 or of Chapter 69.

70.08 Multiple-walled insulating units of glass."

3. In Annex EQ I, in Ex 85.17, add "smartphones and other" after "including".
4. In Annex EQ I, replace "85.28.41" with "85.28.42"; replace "85.28.51" with "85.28.52"; replace "85.28.61" with "85.28.62"; and replace in all the three "Of a kind solely or principally used in an automatic data processing system of heading 84.71" with "Capable of directly connecting to and designed for use with an automatic data processing system of heading 84.71".
5. In Annex EQ I, replace the heading of 85.41 with "Semiconductor devices (for example, diodes, transistors, semiconductor-based transducers); photosensitive semiconductor devices, including photovoltaic cells whether or not assembled in modules or made up into panels; light-emitting diodes (LED), whether or not assembled with other light-emitting diodes (LED); mounted piezo-electric crystals."; and add "(LED):" after "diodes" in Ex 8541.40.
6. In Annex EQ I, in the entry after "Ex 9030.10", add "(other than those for measuring or checking semiconductor wafers or devices)" after "power".
7. In the heading of Annex N, replace "Article 7(10)(a)" with "Article 7(1)(ii)"; and delete the reference to Canada and United States of America.
8. In the heading of Annex VC, replace "Article 10(3)" with "Article 10(5)", and "Article 10(6)" with "Article 10(7)".
9. Replace the list in Annex ID with:
 1. Azerbaijan
 2. Bosnia and Herzegovina
 3. Bulgaria
 4. Croatia
 5. Cyprus
 6. The Czech Republic
 7. European Union and Euratom
 8. Finland
 9. Greece
 10. Hungary
 11. Ireland
 12. Italy
 13. Japan
 14. Kazakhstan

15. Mongolia
16. North Macedonia
17. Norway
18. Poland
19. Portugal
20. Romania
21. Slovenia
22. Spain
23. Sweden
24. Türkiye".

10. Replace the heading of Annex IA with "List of Contracting Parties Not Allowing an Investor or Contracting Party to Submit a Dispute Concerning Article 10(13) to International Arbitration (In accordance with Articles 26(3)(c) and 30(2))"; and replace the listed countries with:

- "1. Hungary
2. Norway".

11. In the heading of Annex P, replace "Article 27(3)(i)" with "Article 30(3)(i)"; and delete in Part I the references to Canada and Australia.

12. In the headings of Annexes BR and BRQ, replace "Article 29(7)" with "Article 32(7)".

13. In the heading and in the text of Annex D, replace all references to "29" with "32".

I. CHANGES TO UNDERSTANDINGS

1. In Understanding n. 1, with respect to the Treaty as a whole, subparagraph (b)(i), replace "third party" with "third-party".
2. In Understanding n. 2, with respect to Article 1(5), subparagraph (b)(iii), replace "transportation" with "transport"; subparagraphs (b)(iv) and (v), replace "energy related" with "energy-related"; and at the end of subparagraph (b)(vii), add "as defined in Article 19(7)(C)".
3. Delete Understanding n. 4, with respect to Article 1(8).
4. Delete Understanding n. 5, with respect to Article 1(12).
5. In Understanding n. 8, with respect to Article 7(4), replace "(4)" with "(7)".
6. Renumber Understandings 6 to 9 as 4 to 7. '
7. Delete Understanding n. 10, with respect to Article 10(4).
8. Delete Understanding n. 11, with respect to Articles 10(4) and 29(6).
9. Delete Understanding n. 12, with respect to Article 14(5).
10. Add a new Understanding n. 8, with respect to Article 17 bis:

"In the case of the European Union:

 - (a) "subsidy" includes "State aid" as defined in European Union law;
 - (b) the competent authorities entitled to order the actions mentioned in Article 17 bis are the European Commission or a court or tribunal of a Member State when applying European Union law on State aid."
11. Renumber Understanding n. 13, with respect to Article 19(1)(i), as Understanding n. 9 and replace in the title "(I)" with "(5)".
12. Renumber Understanding n. 14, with respect to Articles 22 and 23, as Understanding n. 10; and replace "Article 29" with "Article 32".
13. In relation to the original ECT, renumber Understanding n. 15, with respect to Article 24, as Understanding n. 11; in the title, replace "Article 24" with "Articles 24 and 24 bis"; and replace the text with:

"Exceptions contained in the GATI and Related Instruments apply between particular Contracting Parties which are parties to the GATT, as recognised by Article 4. With respect to trade in Energy Materials and Products governed by Article 32, that Article specifies the provisions relevant to the subjects covered by Articles 24 and 24 bis.

14. In relation to the ECT as amended in 1998, renumber Understanding n. 15, with respect to Article 24, as Understanding n. 11; in the title, replace "24" with "24 and 24 bis"; and replace the text with:

"Exceptions contained in the GATT, GATS and Related Instruments apply between particular Contracting Parties which are parties to the WTO, as recognised by Article 4. With respect to trade in Energy Materials and Products governed by Article 32, that Article specifies the provisions relevant to the subjects covered by Articles 24 and 24 bis."

15. Renumber Understanding n. 16, with respect to Article 26(2)(a), as Understanding n. 12.
16. Delete Understanding n. 17, with respect to Articles 26 and 27.
17. In relation to the original ECT, renumber Understanding n. 18, with respect to Article 29(2)(a), as Understanding n. 13; and rename it as "with respect to Article 32(2)(a)".
18. Final Act of the International Conference and Decision by the Energy Charter Conference in respect of the Amendment to the Trade-Related Provisions of the ECT, rename Understanding n. 1, with respect to Article 29(2)(a) and Annex W, as "with respect to Article 32(2)(a) and Annex W";

Add at the beginning of the Understanding: "Where a provision of WTO law referred to in this paragraph provides for joint action by members of the WTO, it is intended that the Charter Conference take such action."; and replace "signatory" with "Contracting Party"

This Understanding replaces Understanding n. 18 of the Final Act of the European Energy Charter Conference in relation to the ECT as amended in 1998, as Understanding n. 13.

19. Final Act of the International Conference and Decision by the Energy Charter Conference in respect of the Amendment to the Trade-Related Provisions of the ECT, rename the title of Understanding n. 2, with respect to Article 29(7), as "with respect to Article 32(7)"; and replace "signatory" with "Contracting Party". Add this Understanding as Understanding n. 14 of the Final Act of the European Energy Charter Conference in relation to the ECT as amended in 1998.
20. Final Act of the International Conference and Decision by the Energy Charter Conference in respect of the Amendment to the Trade-Related Provisions of the ECT, rename the title to Understanding n. 3, with respect to Articles 29(6) and (7) and 34(3)(0), as "with respect to Articles 32(6) and (7) and 34(3)(0)". Add this Understanding as Understanding n. 15 of the Final Act of the European Energy Charter Conference in relation to the ECT as amended in 1998.
21. Delete Understanding n. 19, with respect to Article 33.
22. In relation to the original ECT, renumber Understanding n. 20, with respect to Article 34, as Understanding n. 14; and replace the text with "The Charter Conference should adopt the annual budget before the beginning of the financial year." Renumber Understanding n. 21 as Understanding n. 15.

23. In relation to the ECT as amended in 1998, renumber Understanding n. 20, with respect to Article 34, as Understanding n. 16; and replace the text with "The Charter Conference should adopt the annual budget before the beginning of the financial year." Renumber Understanding n. 21 as Understanding n. 17.

24. In relation to the original ECT, add a new Understanding n. 16, with respect to Article 49:

"The "Secretariat" in Article 49 shall mean a "Secretariat" defined in Article 35. For the avoidance of doubt, all references to the "Depositary" in this Treaty shall mean the "Secretariat" defined in Article 35 in the capacity of the Depositary."

25. In relation to the ECT as amended in 1998, add a new Understanding n. 18, with respect to Article 49:

"The "Secretariat" in Article 49 shall mean a "Secretariat" defined in Article 35. For the avoidance of doubt, all references to the "Depositary" in this Treaty shall mean the "Secretariat" defined in Article 35 in the capacity of the Depositary."

26. Delete Understanding n. 22, with respect to Annex TFU(I).

II. CHANGES TO DECLARATIONS

1. Delete Declaration n. 1, with respect to Article 1(6).

2. Delete Declaration n. 2, with respect to Articles 5 and 10(11).

3. In Declaration n. 3, with respect to Article 7, replace "The European Communities and their Member States and Austria, Norway, Sweden and Finland" with "The European Union, the European Atomic Energy Community, their Member States and Norway"; renumber it as Declaration n. 1.

4. Delete Declaration n. 4, with respect to Article 10.

5. In Declaration n. 5, with respect to Article 25, renumber it as Declaration n. 2 and replace the text with:

"The European Union, the European Atomic Energy Community and their Member States recall that, in accordance with Article 54 of the Treaty on the Functioning of the European Union:

- (a) companies or firms formed in accordance with the law of a Member State and having their registered office, central administration or principal place of business within the European Union shall, for the right of establishment pursuant to Part Three, Title IV, Chapter 2 of the Treaty on the Functioning of the European Union, be treated in the same way as natural persons who are nationals of Member States; companies or firms which only have their registered office within the European Union must, for this purpose, have an effective and continuous link with the economy of one of the Member States;

- (b) "companies or firms" means companies or firms constituted under civil or commercial law, including cooperative societies, and other legal persons governed by public or private law, save for those which are non-profitmaking.

The European Union, the European Atomic Energy Community and their Member States further recall that:

European Union law provides for the possibility to extend the treatment described above to branches and agencies of companies or firms not established in one of the Member States; and that, the application of Article 25 of the Energy Charter Treaty will allow only those derogations necessary to safeguard the preferential treatment resulting from the wider process of economic integration resulting from the Treaties establishing the European Union."

6. Renumber Declaration n. 6, with respect to Article 40 as Declaration n. 3.

7. Renumber Declaration n. 7, with respect to Annex G(4), as Declaration n. 4; in relation only to the ECT as amended in 1998, rename the title as "with respect to Annex W(4)"; and replace the text with:

"(a) The European Atomic Energy Community (Euratom) and Ukraine declare that, in accordance with the Agreement on Partnership and Cooperation signed at Luxembourg on 14 June 1994 and the Interim Agreement thereto, initialled there the same day, trade in nuclear materials between them shall be exclusively governed by the provisions of the Agreement between the Euratom and the Cabinet of Ministers of Ukraine for Co-operation in the Peaceful Uses of Nuclear Energy.

(b) The Euratom and Kazakhstan declare that, in accordance with the Agreement on Partnership and Cooperation initialled at Brussels on 20 May 1994, trade in nuclear materials between them shall be exclusively governed by the provisions of the Agreement for Co-operation in the Peaceful Uses of Nuclear Energy between the Euratom and the Government of the Republic of Kazakhstan.

(c) The Euratom and Kyrgyzstan declare that, in accordance with the Agreement on Partnership and Cooperation initialled at Brussels on 31 May 1994, trade in nuclear materials between them shall be exclusively governed by the provisions of a specific agreement to be concluded between the European Atomic Energy Community and Kyrgyzstan.

Until entry into force of this specific agreement, the provisions of the Agreement on Trade and Economic and Commercial Cooperation between the European Economic Community, the European Atomic Energy Community and the Union of Soviet Socialist Republics signed at Brussels on 18 December 1989 shall exclusively continue to apply for trade in nuclear materials between them.

(d) The Euratom and Tajikistan declare that trade in nuclear materials between them shall be exclusively governed by the provisions of a specific agreement to be concluded between the European Atomic Energy Community and Tajikistan.

Until entry into force of this specific agreement, the provisions of the Agreement on Trade and Economic and Commercial Cooperation between the European Economic Community, the European Atomic Energy Community and the Union of Soviet

Socialist Republics signed at Brussels on 18 December 1989 shall exclusively continue to apply for trade in nuclear materials between them.

- (e) The Euratom and Uzbekistan declare that trade in nuclear materials between them shall be exclusively governed by the provisions of the Agreement for Co-operation in the Peaceful Uses of Nuclear Energy between the Euratom and the Government of the Republic of Uzbekistan."
8. In the Final Act of the International Conference and Decision by the Energy Charter Conference in respect of the Amendment to the Trade-Related Provisions of the ECT, delete Joint Declaration by the Russian Federation and the European Union.

III. CHANGES TO DECISIONS

- 1. In Decision n. 1, with respect to the Treaty as a whole, delete "Article 16 and".
- 2. Delete Decision n. 2, with respect to Article 10(7).
- 3. Delete Decision n. 3, with respect to Article 14.
- 4. Delete Decision n. 4, with respect to Article 14(2).
- 5. Renumber Decision n. 5, with respect to Articles 24(4)(a) and 25, as Decision n. 2; in the title, replace "Articles 24(4)(a)" with "Articles 24(2)"; and in the text, replace "Article 1(7)(a)(ii)" with "Article 1(7)(b)".

IV. OTHER CHANGES

- 1. Replace the text in Section VIII of the Final Act of the European Energy Charter Conference (as modified by the Protocol of Correction in 1996) with:

"The Charter Conference provided for in the Treaty shall henceforth be responsible for making decisions on requests to sign the Concluding Document of the Hague Conference on the European Energy Charter and the European Energy Charter adopted thereby as well as the Concluding Document of the Ministerial (Hague II) Conference on the International Energy Charter and the International Energy Charter adopted thereby."

Članak 3.

Odluka Konferencije Energetske povelje u vezi stupanja na snagu i privremene primjene Izmjena i dopuna Ugovora o Energetskoj povelji i Preinaka i izmjena Aneksa Ugovora o Energetskoj povelji iz članka 1. ovoga Zakona, koju je Konferencija Energetske povelje, na statutarnom zasjedanju svog 35. sastanka odobrila u Bruxellesu 3. prosinca 2024. Odlukom broj CCDEC 2024 15 GEN od 3. prosinca 2024., u izvorniku na njemačkom, engleskom, španjolskom, francuskom i ruskom jeziku, objavljuje se u tekstu koji u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik, glasi:

**TAJNIŠTVO ENERGETSKE
POVELJE**

CCDEC 2024

15GEN

Bruxelles, 3. prosinca 2024.

Povezani dokumenti:

CC 763, CC 763 Rev,
CC 763 Rev 2,
CC 763 Rev 3,
Mess 2171/24

ODLUKA KONFERENCIJE ENERGETSKE POVELJE

Predmet: Stupanje na snagu i privremena primjena Izmjena i dopuna Ugovora o Energetskoj povelji te Preinake i izmjene njegovih Aneksa

Konferencija Energetske povelje je na svojoj 35. statutarnoj sjednici, održanoj 3. prosinca 2024., usvojila priloženu odluku.

Ključne riječi: modernizacija, Ugovor o Energetskoj povelji, , izmjene i dopune, preinake, izmjene, privremena primjena

**STUPANJE NA SNAGU I PRIVREMENA PRIMJENA IZMJENA I DOPUNA
UGOVORA O ENERGETSKOJ POVELJI TE PREINAKA I IZMJENA
NJEGOVIH ANEKSA**

- (1) (a) Izmjene i dopune Ugovora o Energetskoj povelji (ECT) usvojene 3. prosinca 2024. stupaju na snagu u skladu s člankom 42. stavkom 4. ECT-a.
- (b) Preinake i izmjene Aneksa ECT-u odobrene 3. prosinca 2024. stupaju na snagu u skladu sa sljedećim podstavcima:
 - (i) Preinake naslova Aneksa NI kao i u odjeljcima A i B Aneksa NI stupaju na snagu 3. rujna 2025. Te se preinake ne primjenjuju na spor koji je u tijeku, a koji je podnesen prema članku 26. ECT-a prije tog datuma.
 - (ii) Preinake u odjeljku C Aneksa NI te preinake/izmjene ostalih Aneksa stupaju na snagu između Ugovornih stranaka koje su ratificirale, prihvatile ili odobrile Izmjene i dopune ECT-a usvojene 3. prosinca 2024., na datum stupanja na snagu tih izmjena i dopuna. Nakon toga, preinake u odjeljku C Aneksa NI stupaju na snagu u odnosu na bilo koju drugu Ugovornu stranku devedesetog dana nakon što ta Ugovorna stranka položi svoju ispravu o ratifikaciji, prihvatanju ili odobrenju Izmjena i dopuna ECT-a usvojenih 3. prosinca 2024.
- (2) Svaka Ugovorna stranka suglasna je da će od 3. rujna 2025. privremeno primjenjivati Izmjene i dopune ECT-a usvojene 3. prosinca 2024., preinake u odjeljku C Aneksa NI te izmjene/preinake ostalih Aneksa odobrene 3. prosinca 2024. do njihovog stupanja na snagu za tu Ugovornu stranku, u mjeri u kojoj takva privremena primjena nije u suprotnosti s njezinim ustavom, zakonima ili propisima. Upućivanja na „stupanje na snagu” u odjeljku C Aneksa NI smatrat će se „privremenom primjenom” u odnosu na Ugovorne stranke koje privremeno primjenjuju preinake u odjeljku C Aneksa NI.
- (3) (a) Neovisno o stavku (2), svaka Ugovorna stranka može Depozitaru prije 3. ožujka 2025. dostaviti izjavu da nije u mogućnosti prihvatiti privremenu primjenu Izmjena i dopuna ECT-a usvojenih 3. prosinca 2024., preinaka u odjeljku C Aneksa NI te izmjena/preinaka ostalih Aneksa odobrenih 3. prosinca 2024. Tajništvo će takve izjave javno objaviti. Svaka takva Ugovorna stranka može u bilo kojem trenutku povući tu izjavu pisanom obaviješću Depozitaru.
- (b) Na Ugovornu stranku koja da izjavu u skladu s podstavkom (a), kao ni na Investitore te Ugovorne stranke, neće utjecati niti oni mogu zahtijevati pogodnosti proizašle iz Izmjena i dopuna ECT-a usvojenih 3. prosinca 2024., preinaka u odjeljku C Aneksa NI te izmjena/preinaka ostalih Aneksa odobrenih 3. prosinca 2024. sve do njihovog stupanja na snagu u odnosu na tu Ugovornu stranku ili do povlačenja izjave te Ugovorne stranke prema podstavku (a).
- (4) Svaka Ugovorna stranka može okončati svoju privremenu primjenu Izmjena i dopuna ECT-a usvojenih 3. prosinca 2024., preinaka u odjeljku C Aneksa NI te izmjena/preinaka ostalih Aneksa odobrenih 3. prosinca 2024. pisanom obaviješću

Depozitaru o svojoj namjeri da ne ratificira, prihvati ili odobri Izmjene i dopune ECT-a usvojene 3. prosinca 2024. Prestanak privremene primjene za bilo koju Ugovornu stranku stupa na snagu nakon isteka 60 dana od datuma kada Depozitar primi pisanu obavijest te Ugovorne stranke.

**ENERGY CHARTER
SECRETARIAT**

CCDEC 2024

15GEN

Brussels, 3 December 2024

Related documents:

CC 763, CC 763 Rev,
CC 763 Rev 2,
CC 763 Rev 3,
Mess 2171/24

DECISION OF THE ENERGY CHARTER CONFERENCE

Subject: Entry into Force and Provisional Application of Amendments to the Energy Charter Treaty and Changes and Modifications to its Annexes

The Energy Charter Conference at the Statutory Session of its 35th Meeting held on 3 December 2024 approved the attached decision.

Keywords: Modernisation, Energy Charter Treaty, Amendments, Modifications, Changes, Provisional Application

**ENTRY INTO FORCE AND PROVISIONAL APPLICATION
OF AMENDMENTS TO THE ENERGY CHARTER TREATY
AND MODIFICATIONS AND CHANGES TO ITS ANNEXES**

- (1)
 - (a) The amendments to the Energy Charter Treaty (ECT) adopted on 3 December 2024 shall enter into force in accordance with Article 42(4) of the ECT.
 - (b) The modifications and changes to Annexes to the ECT approved on 3 December 2024 shall enter into force in accordance with the following subparagraphs:
 - (i) The modifications to the heading of Annex NI as well as in Sections A and B of Annex NI shall enter into force on 3 September 2025. Those modifications shall not apply to an ongoing dispute submitted under Article 26 of the ECT before that date.
 - (ii) The modifications in Section C of Annex NI and changes/modifications to other Annexes shall enter into force between Contracting Parties having ratified, accepted or approved the amendments to the ECT adopted on 3 December 2024, on the date of entry into force of those amendments. Thereafter, the modifications in Section C of Annex NI shall enter into force in relation to any other Contracting Party on the ninetieth day after that Contracting Party deposits its instrument of ratification, acceptance or approval of the amendments to the ECT adopted on 3 December 2024.
- (2) Each Contracting Party agrees to apply as of 3 September 2025 the amendments to the ECT adopted on 3 December 2024, the modifications in Section C of Annex NI and the changes/modifications to other Annexes approved on 3 December 2024 provisionally pending their entry into force for such Contracting Party to the extent that such provisional application is not inconsistent with its constitution, laws or regulations. References to "entry into force" in Section C of Annex NI shall be understood as "provisional application" in relation to Contracting Parties that provisionally apply modifications in Section C of Annex NI.
- (3)
 - (a) Notwithstanding paragraph (2), any Contracting Party may deliver to the Depositary before 3 March 2025 a declaration that it is not able to accept the provisional application of the amendments to the ECT adopted on 3 December 2024, the modifications in Section C of Annex NI and the changes/modifications to other Annexes approved on 3 December 2024. The Secretariat shall make public such declarations. Any such Contracting Party may at any time withdraw that declaration by written notification to the Depositary.
 - (b) Neither a Contracting Party which makes a declaration in accordance with subparagraph (a) nor Investors of that Contracting Party shall be affected by or may claim the benefits of the amendments to the ECT adopted on 3 December 2024, the modifications in Section C of Annex NI and the changes/modifications to other Annexes approved on 3 December 2024 until their entry into force in relation to that Contracting Party or the withdrawal of the declaration by that Contracting Party under subparagraph (a).

- (4) Any Contracting Party may terminate its provisional application of the amendments to the ECT adopted on 3 December 2024, the modifications in Section C of Annex NI and the changes/modifications to other Annexes approved on 3 December 2024 by written notification to the Depositary of its intention not to ratify, accept or approve the amendments to the ECT adopted on 3 December 2024. Termination of the provisional application for any Contracting Party shall take effect upon the expiration of 60 days from the date on which such Contracting Party's written notification is received by the Depositary.

Članak 4.

Provedba ovoga Zakona u djelokrugu je tijela državne uprave nadležnog za poslove gospodarstva.

Članak 5.

(1) Na dan stupanja na snagu ovoga Zakona, Izmjene i dopune Ugovora o Energetskoj povelji iz članka 1. ovoga Zakona nisu na snazi u odnosu na Republiku Hrvatsku, već se privremeno primjenjuju od 3. rujna 2025., te će se podaci o njihovom stupanju na snagu objaviti sukladno odredbi članka 30. stavka 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora („Narodne novine“, broj 28/96.).

(2) Preinake i izmjene Aneksa Ugovora o Energetskoj povelji iz članka 1. ovoga Zakona stupaju na snagu u skladu sa sljedećim odredbama utvrđenim Odlukom iz članka 3. ovoga Zakona:

- Preinake naslova Aneksa NI kao i odjeljaka A i B Aneksa NI Ugovora o Energetskoj povelji iz članka 1. ovoga Zakona stupile su na snagu 3. rujna 2025.
- Preinake Odjeljaka C Aneksa NI i izmjene/preinake ostalih Aneksa Ugovora o Energetskoj povelji iz članka 1. ovoga Zakona na dan stupanja na snagu ovoga Zakona nisu na snazi u odnosu na Republiku Hrvatsku, već se privremeno primjenjuju od 3. rujna 2025., te će se podaci o njihovom stupanju na snagu objaviti sukladno odredbi članka 30. stavka 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora („Narodne novine“, broj 28/96.).

(3) Utanačenja u odjeljcima I.1, I.3, I.19, I.21, izjave u odjeljku II., odluke u odjeljcima III.2 do 4 te u odjeljku IV., iz Izmjena utanačenja, iskaza i odluka sadržanih u Završnom dokumentu Konferencije Energetske povelje iz članka 1. ovoga Zakona stupile su na snagu 3. prosinca 2024. Ostale odredbe iz Izmjena utanačenja, iskaza i odluka sadržanih u Završnom dokumentu Konferencije Energetske povelje iz članka 1. ovoga Zakona, na dan stupanja na snagu ovoga Zakona, nisu na snazi u odnosu na Republiku Hrvatsku, već se privremeno primjenjuju od 3. rujna 2025., te će se podaci o njihovom stupanju na snagu objaviti sukladno odredbi članka 30. stavka 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora („Narodne novine“, broj 28/96.).

Članak 6.

Ovaj Zakon stupa na snagu osmoga dana od dana objave u „Narodnim novinama“.

O B R A Z L O Ž E N J E

Člankom 1. utvrđuje se da Hrvatski sabor potvrđuje Izmjene i dopune Ugovora o Energetskoj povelji, usvojene u Bruxellesu 3. prosinca 2024., zajedno s Preinakama i izmjenama Aneksa Ugovora o Energetskoj povelji i Izmjenama utanačenja, iskaza i odluka sadržanih u Završnom dokumentu Konferencije Energetske povelje, kako je preinačen Protokolom o ispravku iz 1996. i utanačenja sadržanih u Završnom dokumentu Međunarodne konferencije i Odluci Konferencije Energetske povelje u svezi s izmjenama i dopunama trgovinskih odredbi Ugovora o Energetskoj povelji, odobrene u Bruxellesu 3. prosinca 2024., od strane Konferencije Energetske povelje na statutarnom zasjedanju svog 35. sastanka, Odlukama broj CCDEC 2024 12 GEN, CCDEC 2024 13 GEN, i CCDEC 2024 14 GEN a koje se odnose na tekst Ugovora o Energetskoj povelji, sastavljenog u Lisabonu 17. prosinca 1994. i tekst Ugovora o Energetskoj povelji kako je preinačen izmjenama i dopunama trgovinskih odredbi Ugovora o Energetskoj povelji, usvojenim u Bruxellesu 24. travnja 1998., u izvorniku na njemačkom, engleskom, španjolskom, francuskom i ruskom jeziku.

Članak 2. sadrži tekstove Izmjena i dopuna Ugovora o Energetskoj povelji, Preinake i izmjene Aneksa Ugovora o Energetskoj povelji, te Odluke Konferencije Energetske povelje u vezi Izmjena utanačenja, iskaza i odluka sadržanih u Završnom dokumentu Konferencije Energetske povelje u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik.

U članku 3. se objavljuje tekst Odluke Konferencije Energetske povelje u vezi stupanja na snagu i privremene primjene Izmjena i dopuna Ugovora o Energetskoj povelji i Preinaka i izmjena Aneksa Ugovora o Energetskoj povelji iz članka 1. ovoga Zakona, koju je Konferencija Energetske povelje, na statutarnom zasjedanju svog 35. sastanka odobrila u Bruxellesu 3. prosinca 2024. Odlukom broj CCDEC 2024 15 GEN od 3. prosinca 2024., u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik.

Člankom 4. utvrđuje se da je provedba ovoga Zakona u djelokrugu tijela državne uprave nadležnog za poslove gospodarstva.

Člankom 5. utvrđuje se da na dan stupanja na snagu ovoga Zakona, Izmjene i dopune Ugovora o Energetskoj povelji iz članka 1. ovoga Zakona nisu na snazi u odnosu na Republiku Hrvatsku, već se privremeno primjenjuju od 3. rujna 2025., te će se podaci o njihovom stupanju na snagu objaviti sukladno odredbi članka 30. stavka 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora („Narodne novine“, broj 28/96). Preinake i izmjene Aneksa Ugovora o Energetskoj povelji iz članka 1. ovoga Zakona stupaju na snagu u skladu sa sljedećim odredbama utvrđenim Odlukom iz članka 3. ovoga Zakona: Preinake naslova Aneksa NI kao i odjeljaka A i B Aneksa NI Ugovora o Energetskoj povelji iz članka 1. ovoga Zakona stupile su na snagu 3. rujna 2025. Preinake Odjeljaka C Aneksa NI i izmjene/preinake ostalih Aneksa Ugovora o Energetskoj povelji iz članka 1. ovoga Zakona na dan stupanja na snagu ovoga Zakona nisu na snazi u odnosu na Republiku Hrvatsku, već se privremeno primjenjuju od 3. rujna 2025., te će se podaci o njihovom stupanju na snagu objaviti sukladno odredbi članka 30. stavka 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora („Narodne novine“, broj 28/96.). Utanačenja u odjeljcima I.1, I.3, I.19, I.21, izjave u odjeljku II., odluke u odjeljcima III.2 do 4 te u odjeljku IV., iz Izmjena utanačenja, iskaza i odluka sadržanih u Završnom dokumentu Konferencije Energetske povelje iz članka 1. ovoga Zakona stupila su na snagu 3. prosinca 2024. Ostale odredbe iz Izmjena utanačenja, iskaza i odluka sadržanih u Završnom dokumentu Konferencije Energetske povelje iz članka 1. ovoga Zakona, na dan stupanja na snagu ovoga Zakona, nisu na snazi u odnosu na Republiku Hrvatsku, već se privremeno primjenjuju od 3. rujna 2025., te

će se podaci o njihovom stupanju na snagu objaviti sukladno odredbi članka 30. stavka 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora („Narodne novine“, broj 28/96.).

Člankom 6. uređuje se stupanje na snagu Zakona.

Prilog – Preslika teksta Izmjena i dopuna Ugovora u izvorniku na engleskom jeziku

**ENERGY CHARTER
SECRETARIAT**

CCDEC 2024

12 GEN

Brussels, 3 December 2024

Related documents:

CC 760, CC 760 Rev,
CC 760 Rev 2, Mess 2171/24

DECISION OF THE ENERGY CHARTER CONFERENCE

Subject: Amendments to the Energy Charter Treaty

The Energy Charter Conference at the Statutory Session of its 35th Meeting held on 3 December 2024 adopted amendments to the Energy Charter Treaty as attached hereto.

Keywords: Modernisation, Energy Charter Treaty, Amendments

AMENDMENTS TO THE ENERGY CHARTER TREATY

On 3 December 2024, Contracting Parties to the Energy Charter Treaty meeting in the Energy Charter Conference adopted the following amendments to the Energy Charter Treaty. Unless expressly mentioned otherwise, the amendments refer to both the original Energy Charter Treaty as adopted in 1994 (hereinafter, “original ECT”) and the Energy Charter Treaty as modified by the amendments to the trade-related provisions adopted in 1998 (hereinafter, “ECT as amended in 1998”).

Article 1

The Preamble shall be amended as follows:

1. In paragraph seven, delete “, and that these commitments will be applied to the Making of Investments pursuant to a supplementary treaty”.
2. After paragraph fourteen, add new paragraph, “Recalling the relevant instruments regarding sustainable development and environment to which Contracting Parties adhere, such as the Rio Declaration on Environment and Development and Agenda 21 of 1992, the International Labour Organisation (hereinafter referred to as “ILO”) Declaration on Fundamental Principles and Rights at Work of 1998, the Ministerial Declaration of 2006 entitled “Creating an environment at the national and international levels conducive to generating full and productive employment and decent work for all, and its impact on sustainable development” adopted by the Economic and Social Council of the United Nations, the ILO Declaration on Social Justice for a Fair Globalisation of 2008, the UN 2030 Agenda for Sustainable Development of 2015 with its Sustainable Development Goals, the Paris Agreement of 2015 and the United Nations Framework Convention on Climate Change (hereinafter referred to as “the UNFCCC”);”.
3. In paragraph fifteen, delete “United Nations Framework Convention on Climate Change, the”.
4. Before the last paragraph, add two new paragraphs:

“Acknowledging the inherent rights of Contracting Parties to regulate investments within their Areas in order to meet legitimate policy objectives;

Recalling that measures to pursue essential security objectives may be subject to exceptions in accordance with this Treaty; and”
5. At the beginning of the last paragraph, delete “and”.

Article 2

Part I shall be amended as follows:

1. In Article 1, paragraph (1), delete after “1991” and replace with “, and the International Energy Charter adopted in the Concluding Document of the Hague II Conference on the

International Energy Charter signed at The Hague on 20 May 2015; signature or approval of any of the Concluding Documents is considered to be signature of the Charter.”.

2. In Article 1, paragraph (2), replace “Organization” with “Organisation”.
3. In Article 1, paragraph (3), replace “Organization” with “Organisation” and add afterwards “(hereinafter referred to as “REIO”); and replace “organization” with “organisation”.
4. Regarding the original ECT, in Article 1, paragraph (4), delete “, based on the Harmonised System of the Customs Co-Operation Council and the Combined Nomenclature of the European Communities,”.
5. Regarding the ECT as amended in 1998, in Article 1, paragraph (4), delete “, based on the Harmonised System of the World Customs Organization and the Combined Nomenclature of the European Communities,”.
6. Regarding the ECT as amended in 1998, in Article 1, paragraph (4bis), delete “, based on the Harmonised System of the World Customs Organization,”.
7. In Article 1, replace the text of paragraph (5) with:

““Economic Activity in the Energy Sector” means an economic activity concerning:

- (a) the exploration, extraction, refining, production, storage, land transport, transmission, distribution, trade, marketing, or sale of Energy Materials and Products except those excluded by Annex NI;
- (b) the capture, utilisation and storage of carbon dioxide in order to decarbonise the energy system except as excluded by Annex NI; or
- (c) the distribution of heat to multiple premises.”

8. In Article 1, paragraph (6):

- After “an Investor”, add “of a Contracting Party in the Area of another Contracting Party (hereinafter referred to as the “Host Contracting Party”) that is made or acquired in accordance with the applicable law in the Host Contracting Party and that has the characteristics of an investment, such as the commitment of capital or other resources, the expectation of gain or profit, certain duration or the assumption of risk. “Investment” refers to assets associated with an Economic Activity in the Energy Sector”.

- After the text of subparagraph (f), add:

“For the avoidance of doubt in this paragraph:

- (a) claims to money arising solely from commercial contracts for the sale of goods or services by a natural person, a company or other organisation in the Area of a Contracting Party to a natural person, a company or other organisation in the

Area of another Contracting Party, or the extension of credit in relation to such transactions, are less likely to have the characteristics of an investment;

(b) an order or judgment made in a judicial or administrative action or an arbitral award do not constitute an Investment; and

(c) a minor violation of the law applicable in the Host Contracting Party at the time the investment was made or acquired does not mean that an asset is not an Investment.”

- In the penultimate subparagraph, add “or reinvested” after “in which assets are invested”.
- And delete the last subparagraph.

9. In Article 1, paragraph (7):

- Delete “(a) with respect to a Contracting Party:” and “(b) with respect to a “third state”, a natural person, company or other organization which fulfils, mutatis mutandis, the conditions specified in subparagraph (a) for a Contracting Party.”.
- Renumber subparagraph (i) as subparagraph (a) and replace the text with:

“a natural person having the nationality of, or who is a permanent resident of, a Contracting Party in accordance with its applicable law, provided that such person does not have the nationality or is not a permanent resident of the Host Contracting Party at the time the investment was made or acquired;¹ and”.

- And renumber subparagraph (ii) as subparagraph (b) and replace the text with:

“a company or other organisation constituted in accordance with the law applicable in a Contracting Party and with substantial business activities in the Area of that Contracting Party. The existence of substantial business activities should be established by an overall examination, on a case-by-case basis, of the relevant circumstances, which may include whether the organisation:

- (i) has a physical presence in the Area of that Contracting Party;
- (ii) employs staff in the Area of that Contracting Party;
- (iii) generates turnover in the Area of that Contracting Party; or
- (iv) pays taxes in the Area of that Contracting Party.”.

10. In Article 1, paragraph (10), replace “Regional Economic Integration Organization” with “REIO” and replace twice “Organization” with “Organisation”.

¹ The term “natural person” includes persons permanently residing in the Republic of Latvia who are not citizens of the Republic of Latvia or any other state but who are entitled, under the law of the Republic of Latvia, to receive a non-citizen’s passport.

11. In Article 1, paragraph (12), delete “copyrights and related rights, trademarks, geographical indications, industrial designs, patents, layout designs of integrated circuits and the protection of undisclosed information.” and add:

“:

(a) all categories of intellectual property that are the subject of Sections 1 to 7 of Part II of the Agreement on Trade-Related Aspects of Intellectual Property Rights contained in Annex 1C of the WTO Agreement namely:

- (i) copyright and related rights;
- (ii) patents (which, in the case of the European Union and of Switzerland, include rights derived from supplementary protection certificates);
- (iii) trademarks;
- (iv) industrial designs;
- (v) layout-designs (topographies) of integrated circuits;
- (vi) geographical indications;
- (vii) protection of undisclosed information; and

(b) plant variety rights.”

12. In Article 1, add one new paragraph:

“(15) “Labour Laws” means laws and regulations, or provisions of laws and regulations, of a Contracting Party that are required in order to implement the internationally recognised labour rights of:

- (a) the freedom of association and the effective recognition of the right to collective bargaining;
- (b) the elimination of all forms of forced or compulsory labour;
- (c) the effective abolition of child labour, a prohibition on the worst forms of child labour and other labour for children and minors;
- (d) the elimination of discrimination in respect of employment and occupation; and
- (e) acceptable conditions of work with respect to minimum wages, hours of work, and occupational safety and health.”

Article 3

Part II shall be amended as follows:

1. In Article 5, paragraph (1), replace “article III” with “Article III” and “Article 29” with “Article 32”; and in paragraph (4), add “or accession to” after “signature of”.
2. In Article 6, in paragraph (7), replace “Article 27(1)” with “Article 30(1)”.

3. In Article 7, paragraph (1), add the following text at the end:

“For the purposes of this Treaty, “Transit” means:

- (a) the carriage through the Area of a Contracting Party, with or without storage, of Energy Materials and Products originating in the Area of another state and destined for the Area of a third state, provided that either the other state or the third state is a Contracting Party; or
- (b) the carriage through the Area of a Contracting Party, with or without storage, of Energy Materials and Products originating in the Area of another Contracting Party and destined for the Area of that other Contracting Party, unless the two Contracting Parties concerned decide otherwise and record their decision by a joint entry in Annex N. The two Contracting Parties may delete their listing in Annex N by delivering a joint written notification of their intentions to the Secretariat, which shall transmit that notification to all other Contracting Parties. The deletion shall take effect four weeks after such former notification.”

4. In Article 7, paragraph (2), add “and” at the end of subparagraph (c), and the following after subparagraph (d):

“For the purposes of this Article, “Energy Transport Facilities” means high-pressure gas transmission pipelines, high-voltage electricity transmission grids and lines, crude oil transmission pipelines, coal slurry pipelines, oil product pipelines, and other fixed facilities specifically for handling Energy Materials and Products.”

5. In Article 7, after paragraph (2), add three new paragraphs:

“(3) Each Contracting Party shall endeavour to take, subject to its laws and regulations, all appropriate measures to facilitate transparent and non-discriminatory Access, for Transit purposes, to existing and future Energy Transport Facilities unless the Energy Transport Facility lacks the necessary Available Capacity or there is an incompatibility with respect to technical parameters or the quality of the Energy Materials and Products concerned. In case of denial of such access, the reasons shall be duly substantiated. For the purposes of this Article:

- (a) “Access, for Transit purposes, to Energy Transport Facilities” means, for Transit of natural gas and oil, a permission either contractual or otherwise granted to pass through such facilities in accordance with commercial contracts related to capacity for Transit, intergovernmental and host government agreements, as well as the laws and regulations of the Contracting Party in whose Area the Energy Transport Facilities are located; and
- (b) “Available Capacity” means, for Transit of natural gas and oil, physical capacity of the Energy Transport Facilities that is not allocated and could be offered to other Contracting Parties in accordance with commercial contracts related to

capacity for Transit, intergovernmental and host government agreements, as well as the laws and regulations of the Contracting Party in whose Area the Energy Transport Facilities are located.

- (4) Each Contracting Party shall endeavour to take, subject to its laws and regulations, all appropriate measures to facilitate that capacity allocation mechanisms and congestion management procedures for Energy Transport Facilities are market-based, transparent and non-discriminatory.
 - (5) Each Contracting Party shall endeavour to take, subject to its laws and regulations, all appropriate measures to facilitate that tariffs required for Access to or the use of Energy Transport Facilities for Transit purposes, as well as the methodologies used for their calculation, are applied objectively, transparently and in a non-discriminatory manner. Each Contracting Party shall endeavour to ensure, subject to its laws and regulations, the publication of the terms, conditions and tariffs or charges for Access to, or the use of, Energy Transport Facilities for Transit purposes and any other information that may be necessary to facilitate such access or use.”
6. In Article 7, renumber paragraphs (3) to (7) as (6) to (10).
 7. In Article 7, paragraph (5), add at the end of the first sentence “permit:”; delete “permit” at the beginning of subparagraphs (a) and (b); replace “subject to paragraphs (6) and (7)” with “subject to paragraphs (9) and (10)”; and add after the last sentence, “This shall not be construed as an obligation to renew expired contracts for the use of Energy Transport Facilities in the Area of Contracting Parties.”.
 8. In Article 7, paragraph (6), replace “paragraph (7)” with “paragraph (10)”.
 9. In Article 7, paragraph (7), replace twice “paragraph (6)” with “paragraph (9)”; replace “but only following the exhaustion” with “following an agreement in writing between the Contracting Parties parties to the dispute to submit the dispute to the conciliation procedure set out in this paragraph or after the exhaustion”; and replace “Contracting Parties party to the dispute” with “Contracting Parties parties to the dispute”.
 10. In Article 7, paragraph (7), add at the end of subparagraph (b) “unless otherwise agreed by the parties to the dispute”; and add at the end of subparagraph (c) “The decision regarding interim tariffs shall be made taking into account the provisions of paragraph (5).”.
 11. In Article 7, add two new paragraphs:

“(11) This Article shall not be interpreted to prevent Contracting Parties from organising their energy systems based on virtual flows of Energy Materials and Products. Where Contracting Parties organise their energy systems based on virtual flows, this Article does not grant a right to receive the physical Energy Materials and Products injected into such systems.

- (12) This Article shall not be interpreted to prevent Contracting Parties from organising their energy systems based on international swap operations, understood as the physical or virtual exchange of a quantity of Energy Materials and Products in the Area of a Contracting Party for an equivalent quantity of the same Energy Materials and Products into the Area of another state and destined for the Area of a third state, provided that either the other state or the third state is a Contracting Party.”
12. In Article 7, paragraph (9), replace “paragraph (4)” with “paragraph (7)”; and renumber paragraphs (8) to (9) as (13) to (14).
13. In Article 7, delete paragraph (10).
14. In Article 9, at the end of paragraph (1), replace “on a basis no less favourable than that which it accords in like circumstances to its own companies and nationals or companies and nationals of any other Contracting Party or any third state, whichever is the most favourable” with “on the most favourable basis which it accords in like situations to its own companies or nationals, or companies or nationals of any other Contracting Party or any non-Contracting Party”.

Article 4

Part III shall be amended as follows:

1. In Article 10, replace the text of paragraph (1) with:

“Each Contracting Party shall accord to Investments of Investors of other Contracting Parties, and to such Investors with respect to their Investments, Fair and Equitable Treatment and full protection and security in its Area.”

2. In Article 10, add after paragraph (1):

“(2) A Contracting Party breaches the obligation to accord Fair and Equitable Treatment set out in paragraph (1) through a measure or series of measures that constitutes:

- (a) arbitrariness, such as blatant unreasonableness;
- (b) targeted discrimination on wrongful grounds, such as gender, race or religious belief;
- (c) fundamental breach of due process, including a fundamental breach of transparency in judicial and administrative proceedings;
- (d) denial of justice in criminal, civil or administrative adjudicatory proceedings;
- (e) abusive treatment such as harassment, duress or coercion; or

- (f) frustration of an Investor's legitimate expectations² where these were central to its Investment, and arose from a clear and specific representation or commitment³ by that Contracting Party upon which the Investor reasonably relied in deciding to make or maintain the Investment.

For greater certainty, a breach of another provision of this Treaty, or of any other international agreement, does not establish a breach of Fair and Equitable Treatment.

- (3) The obligation to accord full protection and security set out in paragraph (1) refers to the physical security of Investors and their Investments.”
3. In Article 10, renumber paragraph (2) as paragraph (4); add “, in like situations,” after “accord” in the first line; and replace “paragraph (3)” with “paragraph (5)”.
4. In Article 10, renumber paragraph (3) as paragraph (5) and replace its text with:
5. In Article 10, delete paragraphs (4) and (8).
6. In Article 10, renumber paragraphs (5) to (6) as (6) to (7); and replace all references to “paragraph (3)” with “paragraph (5)”.
7. In Article 10, renumber paragraph (7) as (8); and replace its text with:

“For the purposes of this Article, “Treatment” means treatment accorded by a Contracting Party which is the most favourable of that which it accords to its own investors, to Investors of any other Contracting Party or to investors of any non-Contracting Party.”

“Each Contracting Party shall accord to Investments in its Area of Investors of other Contracting Parties, and their related activities including management, maintenance, use, enjoyment or disposal, the most favourable treatment which it accords, in like situations, to Investments of its own investors or of the Investors of any other Contracting Party or investors of any non-Contracting Party and their related activities including management, maintenance, use, enjoyment or disposal.

For greater certainty, the “treatment” referred to in this paragraph does not include dispute settlement procedures provided for in other international agreements;

For the purposes of this Treaty, substantive provisions in other international agreements concluded by a Contracting Party with a non-Contracting Party do not in themselves constitute the “treatment” referred to in this paragraph. Measures of a Contracting Party

² For greater certainty, an Investor's legitimate expectations do not include general expectations, such as an expectation (in the absence of clear and specific representations or commitments to that effect) that a Contracting Party's legal or regulatory framework will not change.

³ For the purposes of this Article, the determination of whether there is a clear and specific representation or commitment requires a case-by-case, fact-based inquiry that considers, among other factors, laws and regulations and the Contracting Party's relevant publicly known policies and their objectives.

pursuant to those provisions⁴ may constitute such treatment and thus give rise to a breach of this paragraph.”

8. In Article 10, paragraph (9), delete the last sentence; replace “Regional Economic Integration Organization” with “REIO”; replace “In respect of subparagraph (a) the report” with “The report”; replace “other measures relevant to: (a) exceptions to paragraph (2); or (b) the programmes referred to in paragraph (8)” with “other measures relevant to exceptions to paragraph (4)”; and replace “paragraph (3)” with “paragraph (5)”.

9. In Article 10, paragraph (10), replace “paragraphs (3) and (7)” with “paragraphs (5) and (8)”.

10. In Article 10, after paragraph (12), add:

“(13) For the purposes of this Treaty, where a Contracting Party has entered into any specific written commitment with an Investor of another Contracting Party or with the Investor’s Investment in its Area, the former Contracting Party shall not breach the said commitment through the exercise of governmental authority.”

11. In Article 12, paragraph (1), replace “accords to any other Investor, whether its own Investor, the Investor of any other Contracting Party, or the Investor of any third state” with “accords to any other investors, whether its own investors, the Investors of any other Contracting Party, or the investors of any non-Contracting Party”.

12. In Article 12, paragraph (2), add a colon after “resulting from”.

13. In Article 13, paragraph (1), replace “shall not be nationalized, expropriated or subjected to a measure or measures having effect equivalent to nationalization or expropriation” with “shall not be the subject of direct or indirect expropriation”; after “time immediately before” add “the Expropriation took place or”; and after “value of the Investment” add “, whichever is the earlier”.

14. In Article 13, renumber paragraphs (2) and (3) as (5) and (6); and after paragraph (1), add:

“(2) Direct expropriation occurs when an Investment is nationalised or otherwise directly expropriated through formal transfer of title or outright seizure.

(3) Indirect expropriation occurs when a measure or series of measures of a Contracting Party has an effect equivalent to direct expropriation, without formal transfer of title or outright seizure, in that it substantially deprives the Investor of the value of its Investment or of the fundamental attributes of property in its Investment, including the right to use, enjoy or dispose of its Investment.

⁴ For greater certainty, the mere transposition of those provisions into domestic law, to the extent that it is necessary in order to incorporate them into the domestic legal order, does not in itself qualify as a measure.

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

- (a) the economic impact of the measure or series of measures, although the sole fact that a measure or series of measures of a Contracting Party has an adverse effect on the economic value of an Investment does not establish that an indirect expropriation has occurred; and
 - (b) the character of the measure or series of measures, including its objective and context.
- (4) Except in rare circumstances when the impact of a measure or series of measures is so severe in light of its purpose that it is manifestly excessive, non-discriminatory measures by a Contracting Party that are designed and applied to protect legitimate policy objectives, such as public health, safety and the environment (including with respect to climate change mitigation and adaptation), do not constitute indirect expropriations.”

15. In Article 14, delete paragraph (5); and replace the text of paragraph (4) with:

“Notwithstanding paragraphs (1) to (3), a Contracting Party may prevent, limit or delay a transfer, as far as doing so does not constitute a disguised restriction on transfers, through the equitable, non-discriminatory, and good faith application of its laws and regulations relating to:

- (a) bankruptcy, insolvency, or the protection of the rights of creditors;
- (b) issuing, trading or dealing in futures, options, securities or other financial instruments;
- (c) financial reporting or record keeping of transfers where necessary to assist law enforcement or financial regulatory authorities;
- (d) criminal or penal offenses, deceptive or fraudulent practices;
- (e) ensuring compliance with orders or judgements in adjudicatory proceedings; or
- (f) social security, public retirement or compulsory savings schemes.”

16. In Article 14, renumber paragraph (6) as paragraph (5); and replace the reference to “under Article 29(2)(a)” with “under Article 32(2)(a)”.

17. In Article 14, add two new paragraphs at the end:

“(6) Notwithstanding paragraphs (1) to (3), where a Contracting Party experiences serious balance-of-payments or external financial difficulties, or threat thereof, it may adopt or maintain restrictive measures.⁵ Such measures shall:

- (a) be consistent with the Articles of Agreement of the International Monetary Fund, as applicable;
- (b) not exceed what is necessary to deal with the circumstances described in this paragraph;
- (c) be temporary and be phased out progressively, as the situation specified in this paragraph improves;
- (d) avoid unnecessary damage to the commercial, economic and financial interests of any other Contracting Parties;
- (e) be non-discriminatory when compared to any other Contracting Party or non-Contracting Party in like situations; and
- (f) be promptly notified to the other Contracting Parties through the Secretariat.

For greater certainty, serious balance-of-payments or external financial difficulties, or threat thereof, may be caused by, among other factors, serious difficulties related to monetary or exchange rate policies, or threat thereof.

(7) Notwithstanding paragraphs (1) to (3), in exceptional circumstances of serious difficulties, or threat thereof, for the operation of the economic and monetary union in the case of the European Union or for the operation of monetary and exchange rate policy in the case of other Contracting Parties, safeguard measures may be adopted or maintained for a period not exceeding six months. Such measures shall be limited to what is strictly necessary to deal with the circumstances described in this paragraph.”

18. In Article 15, paragraph (1), replace “Area of another Contracting Party (hereinafter referred to as the “Host Party”), the Host Party shall” with “Area of the Host Contracting Party, the Host Contracting Party shall”.

19. In Article 16, replace the title with “Right to Regulate” and the text of the Article with:

“The Contracting Parties reaffirm the right to regulate within their Areas to achieve legitimate policy objectives, such as the protection of the environment, including climate change mitigation and adaptation, protection of public health, safety or public morals.”

20. After Article 16, add a new Article:

⁵ In the case of the European Union, such measures may be taken by a Member State of the European Union in situations other than those referred to in Article 14(6), which affect the economy of that Member State.

“ARTICLE 16 BIS
NON-APPLICATION OF PART III TO CERTAIN INVESTMENTS

This Part does not apply to Contracting Parties listed in Annex NPT in respect of an Investment in their Area of an Investor of another Contracting Party regarding Energy Materials and Products or activities excluded by the latter Contracting Party in Annex NI.”

21. In Article 17, add “and Article 26” after “Part III” in the title; and replace the text of the Article with:

“(1) A Contracting Party (hereinafter referred to as the “denying Contracting Party”) may, no later than the date a tribunal or court determines for the submission of arguments on preliminary questions, deny the application of this Part and of Article 26 to an Investor of another Contracting Party or to an Investment of an Investor of another Contracting Party, if the denying Contracting Party establishes that such Investor or Investment is owned or controlled by a natural or legal person of a non-Contracting Party with which, or as to which, the denying Contracting Party:

(a) does not maintain diplomatic relations; or

(b) adopts or maintains measures for the maintenance of international peace and security, including the protection of human rights, in line with the UN Charter and its international commitments, that:

(i) prohibit transactions with respect to that Investor or Investment; or

(ii) would be violated or circumvented if the benefits of this Part and Article 26 were accorded to that Investor or Investment, including where the measures prohibit transactions with a natural or legal person who owns or controls such Investor or Investment.

(2) A Contracting Party may deny such benefits pursuant to this Article without any prior publicity or other additional formality related to its intention to exercise the right conferred by this Article.”

22. After Article 17, add a new Article:

“ARTICLE 17 BIS
SUBSIDIES

For greater certainty, the mere fact that a subsidy or grant has not been issued, renewed or maintained, or has been modified or reduced by a Contracting Party, or has been ordered to be reimbursed by a competent court, administrative tribunal or other competent authority of that Contracting Party, shall not constitute a breach of the provisions of this Part, even if there is loss or damage to the Investment as a result.”

Article 5

Part IV shall be amended as follows:

1. In Article 19, replace the title with “Sustainable Development”; and add the following four paragraphs at the beginning of the Article:

- “(1) The Contracting Parties recognise that economic development, social development and environmental protection are interdependent and mutually reinforcing components of sustainable development. The Contracting Parties reaffirm their commitment to promote the development of international trade and investment in energy-related sectors in such a way as to contribute to the objective of sustainable development.
- (2) Each Contracting Party reaffirms its rights and obligations under the multilateral environmental and labour agreements to which it is a party,⁶ such as the UNFCCC, the Paris Agreement and the fundamental ILO conventions, and reaffirms its commitments⁷ with regard to the ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up.⁸ Recognising the right of each Contracting Party to determine its sustainable development policies and priorities, to establish its own levels of domestic environmental and labour protection and to adopt or modify accordingly its relevant laws and regulations consistently with its commitments to the internationally recognised agreements to which it is a party, each Contracting Party shall strive to ensure that its relevant laws and regulations provide for and encourage high levels of labour and environmental protection, including with respect to climate change mitigation and adaptation.
- (3) Contracting Parties shall not encourage trade or investment in energy-related sectors by relaxing or lowering the levels of protection afforded in their respective environmental or Labour Laws. To that effect, a Contracting Party shall not waive or otherwise derogate from, or offer to waive or otherwise derogate from, such laws or, through a sustained or recurring course of action or inaction, fail to effectively enforce such laws in order to encourage trade or investment in energy-related sectors between the Contracting Parties.
- (4) Contracting Parties shall not implement their respective environmental and Labour Laws in a manner that would constitute a disguised restriction on trade or investment in energy-related sectors between Contracting Parties or an unjustifiable or arbitrary discrimination against other Contracting Parties.”

2. In Article 19, renumber paragraph (1) as (5); add “strive to” after “In doing so each Contracting Party shall”; replace “Contracting Parties shall accordingly:” with “Each Contracting Party shall accordingly:”; replace “their” with “its” in subparagraph (a); and replace the text of subparagraph (i) with:

⁶ For greater certainty, the reaffirmation of the rights and obligations under multilateral environmental and labour agreements applies as they relate to energy-related sectors.

⁷ For greater certainty, the reaffirmation of the commitments under the ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up applies as it relates to energy-related sectors.

⁸ ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up, adopted at Geneva on 18 June 1998 by the International Labour Conference at its 86th Session.

“require that an impact assessment is carried out, to the extent consistent with its laws and regulations, prior to granting authorisations for energy investment projects.

The impact assessment shall identify and assess, to the extent consistent with the laws and regulations of the Contracting Party, the significant effects of the project on matters which may include:

- (i) population and human health;
- (ii) biodiversity;
- (iii) land, soil, water, air and climate; and
- (iv) cultural heritage and landscape, including the expected effects deriving from the vulnerability of the project to risks of major accidents or disasters that are relevant to the project concerned.

Each Contracting Party shall ensure that an early and effective opportunity and an appropriate time period is given to the public concerned, including relevant non-governmental organisations, to participate in the environmental impact assessment and to provide comments on it. Each Contracting Party shall ensure that the findings of the environmental impact assessment are taken into account and that the results of the public consultation are made available to the public prior to granting an authorisation for the project. The findings of the environmental impact assessment and of the authorisation granted shall be made available to the public in an appropriate manner.”.

And, at the end of subparagraph (j), add “and”.

3. In Article 19, delete paragraph (2); and add a new paragraph:

“(6) The Contracting Parties recognise the importance of responsible business conduct in contributing to the UN Sustainable Development Goals. Each Contracting Party shall encourage Investors operating within its Area or subject to its jurisdiction, to adopt and implement voluntarily into their policies and practices, principles of responsible business conduct consistent with internationally recognised standards and guidelines that have been endorsed or are supported by that Contracting Party, such as the United Nations Guiding Principles on Business and Human Rights, the Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy adopted by the Governing Body of the ILO, and the OECD Guidelines for Multinational Enterprises.”

4. In Article 19, renumber paragraph (3) as (7); and add a new paragraph after it:

“(8) To the extent consistent with its laws and regulations, each Contracting Party shall ensure that it:

- (a) develops, enacts and implements any measures aimed at protecting the environment or labour conditions that may affect trade or investment in energy-

related sectors, or trade or investment measures that may affect the protection of the environment or labour conditions in energy-related sectors, in a transparent manner; and

- (b) raises awareness and provides reasonable opportunities for interested persons and stakeholders to submit views on such measures as appropriate.”

5. After Article 19, add a new Article:

“ARTICLE 19 BIS
CLIMATE CHANGE AND CLEAN ENERGY TRANSITION

Recognising the urgent need of pursuing the ultimate objective of the UNFCCC and the purpose and goals of the Paris Agreement in order to effectively combat climate change and its adverse impacts, and being committed to enhancing the contribution of trade and investment in energy-related sectors to climate change mitigation and adaptation, each Contracting Party reaffirms its commitments to:

- (a) effectively implement its commitments and obligations under the UNFCCC and the Paris Agreement;
 - (b) promote and enhance the mutual supportiveness of investment and climate policies and measures, thereby accelerating the transition towards a low emission, clean energy and resource efficient economy, as well as to climate-resilient development;
 - (c) promote and facilitate trade and investment of relevance for climate change mitigation and adaptation, including, inter alia, by removing obstacles to trade and investment concerning low carbon energy technologies and services such as renewable energy production capacity, and by adopting policy frameworks conducive to this objective; and
 - (d) cooperate with the other Contracting Parties on investment-related aspects of climate policies and measures bilaterally and in international fora, as appropriate.”
6. In Article 20, paragraph (1), replace “Article 29(2)(a)” with “Article 32(2)(a)”; and in paragraph (3), replace “above mentioned” with “above-mentioned”.
7. In Article 21, paragraph (2), replace two references to “Article 7(3)” with “Article 7(6)”; in paragraph (3), replace “Article 10(2) and (7)” with “Article 10(4) and (8)” as well as “Regional Economic Integration Organization” with “REIO”; in paragraph (4) replace “Article 29(2)” with “Article 32(2)”; in paragraph (5) replace two references to “Article 26(2)(c) or 27(2)” with “Article 26(2)(c) or 30(2)”; replace “Articles 26 and 27” with “Articles 26 and 30”; and in subparagraph (b) replace all references to “expropriation” with “Expropriation”.
8. In Article 22, paragraph (5), replace “organization” with “organisation”.
9. In Article 24, replace the title “Exceptions” with “General Exceptions”; and delete paragraph (1).

10. In Article 24, renumber paragraph (2) as (1); and replace its text with:

“The provisions of this Treaty other than Articles 12, 13 and 32 shall not preclude any Contracting Party from adopting or enforcing any measure:

- (a) necessary to protect public morals or to maintain public order;⁹
- (b) necessary to protect human, animal or plant life or health;¹⁰
- (c) necessary to ensure the safety and integrity of critical energy facilities and infrastructure;
- (d) necessary to secure compliance with laws which are not inconsistent with the provisions of this Treaty including those relating to:
 - (i) the prevention of deceptive and fraudulent practices or to deal with the effects of a default on contractual obligations; or
 - (ii) the protection of the privacy of individuals in relation to the processing and dissemination of personal data and the protection of confidentiality of individual records and accounts;
- (e) essential to the acquisition or distribution of Energy Materials and Products in conditions of short supply arising from causes outside the control of that Contracting Party, provided that any such measure shall be consistent with the principles that:
 - (i) all other Contracting Parties are entitled to an equitable share of the international supply of such Energy Materials and Products; and
 - (ii) any such measure that is inconsistent with this Treaty shall be discontinued as soon as the conditions giving rise to it have ceased to exist;
- (f) designed to benefit Investors who are aboriginal people or socially or economically disadvantaged individuals or groups or their Investments and notified to the Secretariat as such, provided that such measure:
 - (i) has no significant impact on that Contracting Party’s economy; and
 - (ii) does not discriminate between Investors of any other Contracting Party and Investors of that Contracting Party not included among those for whom the measure is intended. Such measures shall be duly motivated and shall not nullify or impair any benefit one or more other Contracting Parties may reasonably expect under this Treaty to an extent greater than is strictly necessary to the stated end; or

⁹ The public order exception may be invoked only where a genuine and sufficiently serious threat is posed to one of the fundamental interests of society.

¹⁰ Subparagraph (1)(b) includes environmental measures (including climate change mitigation and adaptation measures) necessary to protect human, animal or plant life or health.

- (g) relating to the conservation of exhaustible natural resources if such measures are made effective in conjunction with restrictions on domestic production or consumption;¹¹

provided that such measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination between Contracting Parties where like conditions prevail, or a disguised restriction on commerce or investment promotion or protection covered by this Treaty.”

11. In Article 24, renumber paragraph (4) as (2); and replace its text with: “The provisions of this Treaty which accord most favoured nation treatment shall not oblige any Contracting Party to extend to the Investors of any other Contracting Party any preferential treatment resulting from its membership of a free-trade area or customs union.”

12. In Article 24, delete paragraph (3); and add a new paragraph at the end:

“(3) For greater certainty, Articles 7, 26, 30, 30 bis and 32 shall not apply among Contracting Parties that are members of the same REIO in their mutual relations.

A REIO shall provide information on the legal framework related to the movement of its Energy Materials and Products within its Area, as well as on trade provisions and provisions for the resolution of investment disputes at least once a year to other Contracting Parties at their request and to the Secretariat for information to other Contracting Parties.”

13. After Article 24, add a new Article:

“ARTICLE 24 BIS
SECURITY EXCEPTIONS

- (1) Nothing in this Treaty shall be construed to prevent any Contracting Party from taking any measure for the maintenance of international peace and security, or to require a Contracting Party to furnish any information, the disclosure of which it considers contrary to its essential security interests.
- (2) Without prejudice to paragraph 1 of this Article, the provisions of this Treaty other than Articles 12, 13 and 32 shall not be construed to prevent a Contracting Party from taking any measure which it considers necessary:
- (a) for the protection of its essential security interests including those:
- (i) relating to the supply of Energy Materials and Products and energy-related services for the purpose of provisioning a military establishment;
- (ii) relating to fissionable and fusionable materials or the materials from which they are derived; or

¹¹ Subparagraph (1)(g) includes measures adopted for the conservation of living and non-living exhaustible natural resources.

(iii) taken in time of war, armed conflict or other emergency in international relations; or

(b) relating to the implementation of national policies respecting the non-proliferation of nuclear weapons or other nuclear explosive devices or needed to fulfil its obligations under the Treaty on the Non-Proliferation of Nuclear Weapons, the Nuclear Suppliers Guidelines, and other international nuclear non-proliferation obligations or understandings.

(3) Such measures shall not constitute a disguised restriction on Transit.”

14. In Article 25, paragraph (3), replace “Article 29” with “Article 32”.

Article 6

Part V shall be amended as follows:

1. In Article 26, paragraph (3), subparagraph (a), replace “subparagraphs (b) and (c),” with “subparagraphs (b), (c) and (d),”.

2. In Article 26, paragraph (3), subparagraph (c), replace “under the last sentence of Article 10(1)” with “under Article 10(13)”.

3. In Article 26, paragraph (3), after subparagraph (c), add a new subparagraph:

“(d) A Contracting Party listed in Annex IA-NI does not give such unconditional consent with respect to a dispute arising in relation to an Investment in its Area of an Investor of another Contracting Party regarding Energy Materials and Products or activities excluded by the latter Contracting Party in Annex NI.”

4. In Article 26, paragraph (4), after “submitted” add “, in accordance with the provisions set forth in this Treaty,”.

5. In Article 26, paragraph (6), replace “international law” with “international law.¹²”; and add afterwards as a new unnumbered subparagraph:

“The tribunal shall apply the UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration of 1 April 2014 (hereinafter referred to as “UNCITRAL Transparency Rules”) in accordance with the following subparagraphs:

¹² For greater certainty, the domestic law of a Contracting Party shall not be part of the applicable law. Where a tribunal is required to ascertain the meaning of a provision of the domestic law of a Contracting Party as a matter of fact, it shall follow the prevailing interpretation of that provision given by the courts or authorities of that Contracting Party, where such interpretation exists in accordance with the legal procedures of that Contracting Party, and any meaning given to the relevant domestic law of a Contracting Party by the tribunal shall not be binding upon the courts or authorities of that Contracting Party. A tribunal shall not have jurisdiction to determine the legality of a measure, alleged to constitute a breach of the obligations under Part III, under the domestic law of a Contracting Party.

- (a) Nothing in this paragraph requires a Contracting Party to make available to the public or otherwise disclose during or after the proceedings, including the hearing, confidential or protected information within the meaning of Article 7(2) of the UNCITRAL Transparency Rules, or information the disclosure of which is restricted under its domestic law, or information the disclosure of which it considers to be contrary to its essential security interests; and
- (b) Without prejudice to Article 3 of the UNCITRAL Transparency Rules, a party to the dispute may also make available to the public a request for amicable settlement, an agreement to mediate, a notice of challenge or a decision on challenge of a member of the tribunal, as well as a request for consolidation, subject to Article 7 of the UNCITRAL Transparency Rules and after redaction of confidential or protected information done in consultation with the other party to the dispute.”

6. In Article 26, after paragraph (8), add:

“(9) An arbitral tribunal may award:

- (a) monetary damages and any applicable interest; and
- (b) restitution of property, in which case the award shall provide that the Contracting Party party to the dispute may pay monetary damages determined in accordance with Article 13(1) and any applicable interest in lieu of restitution.

(10) Monetary damages shall not be greater than the loss suffered by the Investor, as a result of the breach of the provisions referred to in Part III, reduced by any prior damages or compensation already provided by the Contracting Party concerned. The tribunal shall not award punitive damages.

(11) The tribunal shall order that the costs of the proceedings and other reasonable costs be borne by the unsuccessful party to the dispute, unless the tribunal determines that such apportionment is unreasonable in the circumstances of the case. Where only some parts of the claims have been successful, the costs shall be adjusted, proportionately, to the number or extent of the successful parts of the claims.

(12) A claim with respect to the restructuring of debt issued by a Contracting Party may only be submitted under Article 26(4) in accordance with Annex PD.

(13) A copy of the award shall be deposited with the Secretariat which shall publish it.”

7. After Article 26, add three new Articles:

“ARTICLE 27 FRIVOLOUS CLAIMS

- (1) (a) A Contracting Party party to the dispute may, no later than 45 days after the constitution of a tribunal established under Article 26(4) or before the first meeting, whichever is the earlier, file an objection that the claim or any part thereof, is manifestly without legal merit. The objection may relate to the substance of the

claim, the jurisdiction or the competence of the tribunal. A Contracting Party party to the dispute may also file such an objection no later than 30 days after it became aware of facts on which the objection is based where, owing to exceptional circumstances, it was not aware of those facts earlier.

- (b) The party shall specify as precisely as possible the basis for the objection. The tribunal, after giving the parties to the dispute an opportunity to present their observations on the objection, shall, at its first meeting or promptly thereafter, issue a decision or award on the objection, stating the grounds therefor. If the objection is received later than 45 days after the constitution of the tribunal, the tribunal shall issue such decision or award as soon as possible, and no later than 120 days after the objection was filed. The tribunal shall assume the facts alleged by the Investor party to the dispute to be true and may also consider any relevant facts not in dispute.
 - (c) On receipt of an objection under this paragraph, and unless it considers the objection manifestly unfounded, the tribunal shall suspend any proceedings on the merits and fix any time limit necessary for considering the objection and the further conduct of the proceedings. If the tribunal decides that all parts of the claim are manifestly without legal merit, it shall render an award to that effect. Otherwise, the tribunal shall issue a decision on the objection. Such a decision shall be without prejudice to the right of a Contracting Party party to the dispute to object, in the course of the proceeding, to the legal merits of a claim and without prejudice to the tribunal's authority to address other objections as a preliminary question.
- (2) (a) Without prejudice to the authority of a tribunal established under Article 26(4) to address other objections as a preliminary question or to the right of the Contracting Party party to the dispute to raise any such objections at any appropriate time, the tribunal shall address and decide as a preliminary question any objection by the Contracting Party party to the dispute that, as a matter of law, the claim or any part thereof, is not a claim in respect of which an award in favour of the Investor may be made, even if the facts alleged by the Investor were assumed to be true. The tribunal may also consider any relevant facts not in dispute.
- (b) Such an objection shall be filed as soon as possible and no later than the date fixed for the filing of the reply to the claim of the Contracting Party party to the dispute. A Contracting Party party to the dispute may also file such an objection no later than 30 days after it became aware of facts on which the objection is based where, owing to exceptional circumstances, it was not aware of those facts earlier.
 - (c) On receipt of an objection under this paragraph, and unless it considers the objection manifestly unfounded, the tribunal shall suspend any proceedings on the merits, and shall set a timetable for considering the objection consistent with any timetable it has set for considering any other preliminary question, and issue a decision or award on the objection stating the grounds therefor.
- (3) An objection shall not be filed under paragraph (1) if the Contracting Party party to the dispute has filed an objection under paragraph (2). If an objection has been filed pursuant

to paragraph (1), the tribunal may, taking into account the circumstances of that objection, decline to address an objection filed under paragraph (2).

- (4) For greater certainty, the tribunal shall issue an award declining jurisdiction if the dispute arose, or was foreseeable on the basis of a high degree of probability, at the time when the Investor party to the dispute acquired ownership or control of the Investment subject to the dispute, and the tribunal determines, on the basis of the facts of the case, that the acquisition of such ownership or control of the Investment was for the main purpose of submitting a claim under Article 26(4). The possibility to decline jurisdiction in such circumstances is without prejudice to other jurisdictional objections which could be entertained by the tribunal.

ARTICLE 28 SECURITY FOR COSTS

- (1) At the request of the Contracting Party party to the dispute, and following consultation in writing with the parties to the dispute, a tribunal established under Article 26(4) may order an Investor party to the dispute to post security for all or part of the costs of the proceedings.

The following procedure shall apply:

- (a) the request shall specify the circumstances that require security for costs;
 - (b) the tribunal shall fix time limits for submissions on the request;
 - (c) the tribunal shall issue its decision on the request within 30 days after the later of the constitution of the tribunal or the last submission on the request.
- (2) In determining whether to order the Investor party to the dispute to provide security for costs, the tribunal shall consider all relevant circumstances, including:
 - (a) whether the Investor party to the dispute risks not being able or willing to honour a possible decision on costs issued against it;
 - (b) the effect that providing security for costs may have on the ability of the Investor party to the dispute to pursue its claim; and
 - (c) the conduct of the parties to the dispute.
 - (3) If the security for costs is not posted in full within 30 days after the issuance of an order pursuant to paragraph (1) or within any other time period set by the tribunal, the tribunal shall so inform the parties to the dispute. The tribunal, after consulting with the parties to the dispute, may order the suspension or termination of the proceedings.

- (4) The Investor party to the dispute shall promptly disclose any material change in the circumstances upon which the tribunal ordered security for costs. The tribunal may at any time modify or revoke its order on security for costs, on its own initiative or upon a party's request, after hearing the parties to the dispute.

ARTICLE 29 THIRD-PARTY FUNDING

- (1) Each party to the dispute shall disclose in writing to the other party to the dispute and to a tribunal established under Article 26(4) the name and address, the ultimate beneficial owner and corporate structure as applicable, of any natural or legal person that provides the Third-Party Funding. "Third-Party Funding" means any funding provided by a natural or legal person that is not a party to the dispute, to finance, directly or indirectly, the pursuit or defence of the arbitral proceedings under Article 26(4) through a donation or grant or through an agreement (hereinafter referred to as a "funding agreement") in return for remuneration dependent upon the outcome of the dispute.
 - (2) Such disclosure shall be made at the time of the submission of the dispute for resolution under Article 26(4) or without delay as soon as the funding agreement is concluded or the donation or grant is made after the submission of the dispute for resolution under Article 26(4). Any changes in the information disclosed shall be immediately notified to the other party to the dispute and the tribunal.
 - (3) The information disclosed may be considered, in addition to any other relevant information, for assessing an arbitrator's impartiality and independence.
 - (4) The tribunal may order disclosure of further information regarding the funding agreement and the third-party providing the funding, if it deems it necessary at any stage of the proceeding."
8. Renumber Article 27 as 30, and add at the end of the title "(Ex Article 27)".
9. In Article 27, paragraph (2), replace "interpretation of Article 6 or Article 19 or, for Contracting Parties listed in Annex IA, the last sentence of Article 10(1)," with "interpretation of Article 6, Article 19, or Article 19 bis or, for Contracting Parties listed in Annex IA, Article 10(13),"; and after paragraph (3), add:
- "(4) The Contracting Parties parties to the dispute shall make the following documents or information publicly available no later than 20 days after their issuance or, at the request of a Contracting Party party to the dispute, in accordance with the timetable determined by the tribunal, unless they decide, in order to protect confidential information, to publish these documents only in parts:

- (a) the written notice submitting the matter to an ad hoc tribunal pursuant to paragraph (2);
- (b) the date of establishment of the tribunal in accordance with paragraph (3), the time limit for *amicus curiae* submissions determined by the tribunal pursuant to paragraph (5), and the working language for the tribunal proceedings;

A Contracting Party party to the dispute may make publicly available its written submissions and oral statements in the tribunal proceedings, subject to the protection of confidential information.

Any hearing of the tribunal shall be open to the public unless the Contracting Parties parties to the dispute agree otherwise. The tribunal shall meet in closed session if the submission or arguments of a Contracting Party party to the dispute contain information designated by that Contracting Party as confidential. Natural persons of a Contracting Party or legal persons established in the Area of a Contracting Party may make *amicus curiae* submissions to the tribunal in accordance with paragraph (5).

Nothing in this paragraph requires a Contracting Party to make available to the public or otherwise disclose during or after the tribunal proceedings, including the hearing, confidential information the disclosure of which is restricted under its domestic law, or which would prejudice legitimate commercial interests of particular enterprises, public or private, or information the disclosure of which it considers to be contrary to its essential security interests.

- (5) Unless the Contracting Parties parties to the dispute agree otherwise within ten days after the date of establishment of the tribunal, the tribunal may receive unsolicited written submissions from natural persons of a Contracting Party or legal persons established in the Area of a Contracting Party who are independent from the governments of the parties to the dispute, provided that the submissions:
 - (a) are received by the tribunal by a date determined by the tribunal;
 - (b) are concise, typed at double space and no longer than 15 pages, including any annexes;
 - (c) are directly relevant to a factual or a legal issue under consideration by the tribunal;
 - (d) contain a description of the person making the submission, including, if applicable, the nationality or place of establishment of the person, the nature of its activities, its legal status, its general objectives, the source of its financing and any controlling entity;
 - (e) specify the nature of the interest that the person has in the proceedings;
 - (f) are drafted in the working language of the tribunal; and
 - (g) contain a statement disclosing whether the person has any relationship, direct or indirect, with any Contracting Party party to the dispute or any third-party party to the dispute, as well as whether it has, or will, receive any assistance, financial or

otherwise, from a Contracting Party party to the dispute or a third-party party to the dispute in the preparation of the *amicus curiae* submissions.

The *amicus curiae* submissions shall be provided to the Contracting Parties parties to the dispute for comments. The Contracting Parties parties to the dispute may submit comments. The tribunal shall list in its award all the *amicus curiae* submissions it has received pursuant to paragraph (5). The tribunal shall not be obliged to address in its award the arguments made in those submissions. If the tribunal addresses arguments made therein, it shall also take into account any relevant comments made by the Contracting Parties parties to the dispute.”

10. Add a new Article:

“ARTICLE 30 BIS
RESOLUTION OF DISPUTES ON SUSTAINABLE DEVELOPMENT PROVISIONS
BETWEEN CONTRACTING PARTIES

- (1) In the event of a dispute between Contracting Parties on any matter regarding the interpretation or application of Articles 19 and 19 bis, the Contracting Parties shall endeavour to resolve the dispute amicably through diplomatic channels.
- (2) If the dispute has not been resolved in accordance with paragraph (1) within six months, either Contracting Party party to the dispute shall endeavour to make recourse to arrangements for the consideration of such dispute in other appropriate international fora. If those arrangements to give consideration to the dispute, other than diplomatic channels, have not been initiated within twelve months, either Contracting Party party to the dispute may refer the matter to the Secretary-General by a notification summarising it.
- (3) Within 30 days of receipt of such a notification, the Secretary-General, in consultation with the Contracting Parties parties to the dispute, shall appoint a conciliator. Such a conciliator shall have substantial relevant expertise in the matters subject to the dispute and shall not be a national or citizen of, or permanently resident in, one of the Contracting Parties parties to the dispute. The Charter Conference shall adopt standard provisions concerning the conduct of conciliation and the compensation of conciliators.
- (4) The conciliator shall seek information and advice from the ILO or relevant bodies or organisations established under multilateral environmental agreements. The conciliator, upon the agreement of the Contracting Parties parties to the dispute, may also seek additional information from any source he or she deems appropriate. The conciliator shall forward any such information or advice to the Contracting Parties parties to the dispute, allowing them to submit their comments within 60 days of its receipt.
- (5) The conciliator shall seek an agreement between the Contracting Parties parties to the dispute. If the Contracting Parties parties to the dispute cannot reach an agreement, the conciliator shall suggest a potential compromise or a process to achieve it that the Contracting Parties parties to the dispute have to consider in good faith.
- (6) If the Contracting Parties parties to the dispute cannot agree with the compromise referred to in paragraph (5), the conciliator shall issue a non-legally binding report to the

subsidiary body of the Charter Conference determined by the provisions referred to in paragraph (3) no later than 180 days after the date of his or her appointment. The non-legally binding report shall set out the relevant facts, the applicability of the relevant provisions and the basic rationale for any findings and recommendations.

- (7) The subsidiary body of the Charter Conference determined by the provisions referred to in paragraph (3) shall discuss actions and measures to be implemented by the Contracting Parties parties to the dispute, taking into account the conciliator's report and the findings and recommendations therein. Each Contracting Party party to the dispute shall inform the Secretariat of its implementation of actions or measures no later than three months after the date of issuance of the report. The report shall be made public. The Contracting Parties parties to the dispute shall ensure the protection of confidential information. The subsidiary body of the Charter Conference shall monitor the implementation of any such actions or measures and shall keep the matter under review and report to the Charter Conference for a period determined by the standard provisions referred to in paragraph (3)."

11. Renumber Article 28 as 31; replace the title with "Non-Application of Article 30 to Certain Disputes (Ex Article 28)"; and replace "29" with "32", and "27" with "30".

Article 7

Part VI shall be amended as follows:

1. Renumber Article 29 as 32; add at the end of the title "(Ex Article 29)"; and delete subparagraph (2)(b).
2. Regarding the original ECT, in Article 29, in subparagraph (2)(a), replace "subparagraphs (b) and (c)" with "subparagraph (b)"; and renumber subparagraph (c) as subparagraph (b).
3. Regarding the original ECT, in Article 29, in paragraph (3), replace "Regional Economic Integration Organization" with "REIO".
4. Regarding the ECT as amended in 1998, in Article 29, in paragraph (3), replace all "Regional Economic Integration Organization" with "REIO".
5. Regarding the original ECT, in Article 29, paragraph (7), replace the text after "an agreement" with "that establishes a free-trade area or a customs union as described in article XXIV of the GATT."
6. Regarding the ECT as amended in 1998, in Article 29, after subparagraph (9)(c), replace the text after "an agreement" with "that establishes a free-trade area or a customs union as described in article XXIV of the GATT 1994."
7. Delete Articles 30 to 32.

Article 8

Part VII shall be amended as follows:

1. In Article 33, paragraph (3), replace “Regional Economic Integration Organization” with “REIO”.
2. In Article 34, paragraph (3), replace the text of subparagraph (g) with “encourage cooperative efforts aimed at facilitating and promoting market-oriented reforms and modernisation of energy sectors in those Contracting Parties undergoing economic transition;”.
3. In Article 34, paragraph (4), replace “organizations” with “organisations”.
4. Regarding the original ECT, in Article 34, after paragraph (7), add a new paragraph:

“(8) Five years after the entry into force of the amendments to this Treaty approved 3 December 2024 and thereafter at intervals of five years, or on such a date as may be determined by the Charter Conference, the Charter Conference shall review the content of Annexes EM and NI. In the course of that review, it may decide to modify one or both Annexes.”
5. Regarding the ECT as amended in 1998, in Article 34, after paragraph (7), add a new paragraph:

“(8) Five years after the entry into force of the amendments to this Treaty approved 3 December 2024 and thereafter at intervals of five years, or on such a date as may be determined by the Charter Conference, the Charter Conference shall review the content of Annexes EM I and NI. In the course of that review, it may decide to modify one or both Annexes.”
6. In Article 36, subparagraph (1)(a), delete “and Annex T”.
7. In Article 36, subparagraph (1)(b), replace “Regional Economic Integration Organizations” with “REIOs”; and in paragraph (7), replace “Regional Economic Integration Organization” with “REIO” and “Organization” with “Organisation”.
8. Regarding the ECT as amended in 1998, in Article 36, subparagraph (1)(d), replace “Annexes EM,” with “Annexes EM I, EM II,”.

Article 9

Part VIII shall be amended as follows:

1. In Article 38, replace “Regional Economic Integration Organizations” with “REIOs”.
2. In Article 40, paragraph (1), replace “Regional Economic Integration Organization” with “REIO”.
3. In Article 41, replace “Regional Economic Integration Organizations” with “REIOs”.

4. In Article 43, in paragraph (1), replace “Regional Economic Integration Organizations” with “REIOs”, and “organizations” with “organisations”; and in paragraph (2), replace “Regional Economic Integration Organization” with “REIO”, and “organization” with “organisation”.
5. In Article 44, replace all “Regional Economic Integration Organization” with “REIO” and “Organization” with “Organisation”.
6. In Article 45, delete subparagraph (3)(c) and paragraphs (4), (5) and (7); renumber paragraph (6) as (4) and delete “provisional” before “Secretariat”; and in subparagraph (3)(b), delete “, except as otherwise provided in subparagraph (c)”.
7. In Article 48, number the existing text as paragraph (1); and add a second paragraph:

“(2) Modifications and changes to Annexes shall enter into force one year after the date of their approval by the Conference unless otherwise specified in the modified or changed Annex or by the Charter Conference. Modifications and changes to Annexes shall not apply to an ongoing dispute submitted under Article 26 before the date of the entry into force of such modification or change. Unless otherwise specified in the modified or changed Annex or by the Charter Conference, modifications and changes to Annexes shall only apply to Investments made after the date of the entry into force of such modification or change.”
8. In Article 49, replace “The Government of the Portuguese Republic” with “The Secretariat”.
9. In Article 50, delete “Italian,”.

Article 10

Delete Annexes TFU, PA and T; and add in the Annexes to the original ECT as 12 to 14 and to the ECT as amended in 1998 as 17 to 19:

“ANNEX PD

Public Debt

(In accordance with Article 26(12))

No claim that a restructuring of debt of a Contracting Party breaches an obligation under Part III of this Treaty may be submitted to, or if already submitted, be pursued under Article 26(4) if the restructuring is a negotiated restructuring at the time of submission, or becomes a negotiated restructuring after such submission, except for a claim that the restructuring violates Article 10(8).

Notwithstanding Article 26(2), and subject to the previous paragraph of this Annex, an Investor may not submit a claim under Article 26(4) that a restructuring of debt of a Contracting Party

breaches an obligation under Part III of this Treaty other than Article 10(8),¹³ unless 270 days have elapsed from the date of submission by the Investor of the written request for amicable settlement pursuant to Article 26(1).

For the purposes of this Annex:

- (a) “negotiated restructuring” means the restructuring or rescheduling of debt of a Contracting Party that has been effected through (i) a modification or amendment of debt instruments, as provided for under their terms, including their governing law, or (ii) a debt exchange or other similar process in which the holders of no less than 75% of the aggregate principal amount of the outstanding debt subject to restructuring, excluding debt held by that Contracting Party or by entities owned or controlled by it, have consented to such debt exchange or other process;
- (b) “governing law” of a debt instrument means a jurisdiction’s legal and regulatory framework applicable to that debt instrument.

For greater certainty, “debt of a Contracting Party” includes the debt of regional and local governments and authorities within its Area.

ANNEX NPT

LIST OF CONTRACTING PARTIES TO WHICH PART III DOES NOT APPLY IN RESPECT OF AN INVESTMENT IN THEIR AREA OF AN INVESTOR OF ANOTHER CONTRACTING PARTY REGARDING ENERGY MATERIALS AND PRODUCTS OR ACTIVITIES EXCLUDED BY THE LATTER CONTRACTING PARTY IN ANNEX NI

(In accordance with Article 16 bis)

1. Japan

ANNEX IA-NI

LIST OF CONTRACTING PARTIES NOT GIVING UNCONDITIONAL CONSENT TO THE SUBMISSION TO INTERNATIONAL ARBITRATION OF A DISPUTE RELATED TO AN INVESTMENT IN THEIR AREA OF AN INVESTOR OF ANOTHER CONTRACTING PARTY REGARDING ENERGY MATERIALS AND PRODUCTS OR ACTIVITIES EXCLUDED BY THE LATTER CONTRACTING PARTY IN ANNEX NI

(In accordance with Article 26(3)(d))

¹³ For greater certainty, a breach of Article 10(8) does not occur merely by virtue of a different treatment provided by a Contracting Party to certain categories of investors or investments on grounds of a different macroeconomic impact, for instance to avoid systemic risks or spill over effects, or on grounds of eligibility for debt restructuring.

1. Switzerland
2. Türkiye”

Article 11

These amendments shall apply provisionally and enter into force in accordance with CCDEC 2024 15 GEN.

**ENERGY CHARTER
SECRETARIAT**

CCDEC 2024

13 GEN

Brussels, 3 December 2024

Related documents:

CC 761, CC 761 Rev,
CC 761 Rev 2,
Mess 2171/24

DECISION OF THE ENERGY CHARTER CONFERENCE

Subject: Modifications and Changes to Annexes to the Energy Charter Treaty

The Energy Charter Conference at the Statutory Session of its 35th Meeting held on 3 December 2024 approved modifications and changes to Annexes to the Energy Charter Treaty as attached hereto.

These modifications and changes shall apply provisionally and enter into force in accordance with CCDEC 2024 15 GEN.

Keywords: Modernisation, Energy Charter Treaty, Annexes, Modifications, Changes

I. MODIFICATIONS TO ANNEX NI

1. Contracting Parties confirmed that it was an exceptional measure to allow fossil fuels to be excluded from investment protection through the modifications to Annex NI as a result of the modernisation of the Energy Charter Treaty and do not set this as a basis for the negotiation of new agreements or revision of other agreements, including agreements related to the promotion and protection of investments.

2. Replace the heading with the following text referring to Annex EM in the amendment to the original ECT and to Annex EM I in the ECT as amended in 1998:

“Energy Materials and Products in Annex EM I under the subheadings 27.01-27.15, 2804.10 and 44.01-44.02, electrical energy (subheading 27.16) produced from them, synthetic fuels and activities excluded from the Definition of Economic Activity in the Energy Sector (In accordance with Article 1(5))”

3. Replace the text of the Annex with the following text referring to Annex EM in the amendment to the original ECT and to Annex EM I in the amendment to the ECT as amended in 1998:

“Section A

In relation to all Contracting Parties, the Energy Materials and Products and activities listed in this Section are excluded from the definition of Economic Activity in the Energy Sector.

27.07 Oils and other products of the distillation of high temperature coal tar; similar products in which the weight of the aromatic constituents exceeds that of the non-aromatic constituents.

Ex 44.01 Fuel wood, in logs, in billets, in twigs, in faggots or in similar forms; wood in chips or particles; sawdust and wood waste and scrap, whether or not agglomerated in logs, briquettes, pellets or similar forms.

4401.10 - Fuel wood, in logs, in billets, in twigs, in faggots or in similar forms.

44.02 Wood charcoal (including shell or nut charcoal), whether or not agglomerated.

Section B

(1) In relation to investments made on or after 3 September 2025 in the European Union and its Member States which are Contracting Parties to this Treaty, the following Energy Materials and Products and activities are excluded from the definition of Economic Activity in the Energy Sector only in respect of Part III of this Treaty:

(a) (i) Energy Materials and Products in Annex EM I under subheadings 27.01 to 27.15 and electrical energy (subheading 27.16) produced from them.

- (ii) 2804.10 Hydrogen, with the exception of low carbon hydrogen and renewable hydrogen, which remain within the scope of the definition of Economic Activity in the Energy Sector. Low carbon hydrogen means hydrogen produced from non-renewable sources, with significantly reduced full life-cycle emissions resulting in less than 3tCO₂eq/tH₂. Renewable hydrogen means hydrogen produced from renewable sources, with the exception of biomass, resulting in full life-cycle emissions of less than 3tCO₂eq/tH₂.
 - (iii) Synthetic fuels, with the exception of low carbon fuels, which remain within the scope of the definition of Economic Activity in the Energy Sector. Low carbon fuels mean recycled carbon fuels, low carbon hydrogen and synthetic gaseous and liquid fuels produced from low carbon hydrogen, which meet a 70% reduction in full life-cycle emissions. Recycled carbon fuels mean liquid and gaseous fuels that are produced from liquid or solid waste of non-renewable origin or from waste processing gas and exhaust gas of non-renewable origin.
 - (iv) Economic activities concerning the capture, utilisation and storage of carbon dioxide.
- (b) Notwithstanding subparagraph (a):
- (i) Electrical energy (subheading 27.16) produced from petroleum gases and other gaseous hydrocarbons (subheading 27.11) through power plants and infrastructures enabling the use of renewable and low carbon gases, and emitting less than 380 g of CO₂ of fossil fuel origin per kWh of electricity, shall be excluded from the definition of Economic Activity in the Energy Sector only in respect of Part III of this Treaty after 31 December 2030.
 - (ii) Electrical energy (subheading 27.16) produced from petroleum gases and other gaseous hydrocarbons (subheading 27.11) through power plants and infrastructures enabling the use of renewable and low carbon gases, and emitting less than 380 g of CO₂ of fossil fuel origin per kWh of electricity, related to investments that replace existing investments producing electrical energy (subheading 27.16) from Energy Materials and Products under the subheadings 27.01 to 27.10, shall be excluded from the definition of Economic Activity in the Energy Sector only in respect of Part III of this Treaty ten years after the date of entry into force of the modifications in Section B of this Annex approved on 3 December 2024.
 - (iii) Transport, transmission, distribution of petroleum gases and other gaseous hydrocarbons (subheading 27.11) through pipelines, provided that the pipelines are able to transport safe and sustainable renewable and low carbon gases, including hydrogen, shall be excluded from the definition of Economic Activity in the Energy Sector only in respect of Part III of this Treaty ten years after the date of entry into force of the modifications in Section B of this Annex approved on 3 December 2024.

- (2) In relation to investments made on or after 3 September 2025 in Switzerland, the following Energy Materials and Products and activities are excluded from the definition of Economic Activity in the Energy Sector only in respect of Part III of this Treaty:
- (a) 2804.10 Hydrogen, with the exception of low carbon hydrogen and renewable hydrogen, which remain within the scope of the definition of Economic Activity in the Energy Sector. Low carbon hydrogen means fossil-based hydrogen and electricity based hydrogen, with significantly reduced full life-cycle of greenhouse gas emissions resulting in less than 3 t CO₂ eq / t H₂. Renewable hydrogen means hydrogen produced from renewable sources resulting in life-cycle greenhouse gas emissions of less than 3 t CO₂ eq / t H₂.
 - (b) Synthetic fuels without significantly reduced life cycle greenhouse gas emissions compared to synthetic fuels produced from fossil fuels with no emissions abatement. Significantly is to be understood as achieving a threshold of 70% or higher.
- (3) In relation to investments made on or after 3 September 2025 in the United Kingdom, the following Energy Materials and Products and activities are excluded from the definition of Economic Activity in the Energy Sector only in respect of Part III of this Treaty:
- (a) Energy Materials and Products in Annex EM I under subheadings 27.01 to 27.15, and electrical energy (subheading 27.16) produced from them.
 - (b) 2804.10 Hydrogen, with the exception of low carbon hydrogen which remains in scope of the definition of Economic Activity in the Energy Sector. Low carbon hydrogen means:
 - (i) fossil-based hydrogen with carbon capture and storage;
 - (ii) electricity-based hydrogen; or
 - (iii) hydrogen produced from other production methods;which meets the United Kingdom's Low Carbon Hydrogen Standard as published when the investment is made.
 - (c) Subparagraphs (a) and (b) do not apply to the following Energy Materials and Products, which remain included in scope of the definition of Economic Activity in the Energy Sector:
 - (i) Electrical energy (subheading 27.16 of Annex EM I) produced from petroleum gases and other gaseous hydrocarbons (subheading 27.11 of Annex EM I) through power plants and infrastructure using carbon capture and storage, where life-cycle greenhouse gas emissions are significantly reduced.
 - (ii) Transport, transmission, and distribution of petroleum gases and other gaseous hydrocarbons (subheading 27.11 of Annex EM I) through pipelines provided the pipelines are capable of transporting renewable and low carbon gases.

- (4) (a) Until the entry into force of the amendments to this Treaty adopted 3 December 2024, Part III of this Treaty does not apply to a Contracting Party listed below in respect of an Investment in its Area of an Investor of another Contracting Party regarding Energy Materials and Products or activities excluded by the latter Contracting Party in Section B of this Annex:

1. Japan

- (b) Until the entry into force of the amendments to this Treaty adopted on 3 December 2024, a Contracting Party listed below does not give its unconditional consent in accordance with Article 26(3)(a) with respect to a dispute arising in relation to Investments of an Investor of another Contracting Party regarding Energy Materials and Products or activities excluded by the latter Contracting Party in Section B of this Annex:

1. Switzerland

2. Türkiye

Section C

- (1) In relation to Investments made before 3 September 2025 in the European Union and its Member States which are Contracting Parties to this Treaty, the Energy Materials and Products and activities listed in subparagraph 1(a) of Section B of this Annex are excluded from the definition of Economic Activity in the Energy Sector only in relation to Part III of this Treaty ten years after the date of entry into force of the modifications in Section C of this Annex approved on 3 December 2024 but no later than 31 December 2040.
- (2) In relation to Investments made before 3 September 2025 in the United Kingdom:
- (a) Energy Materials and Products in Annex EM I under subheadings 27.01 to 27.04, and electrical energy (subheading 27.16) produced from them are excluded from the definition of Economic Activity in the Energy Sector only in relation to Part III of this Treaty from the date of entry into force of the modifications in Section C of this Annex approved on 3 December 2024.
- (b) Energy Materials and Products in Annex EM I under subheadings 27.05 to 27.15, and electrical energy (subheading 27.16) produced from them are excluded from the definition of Economic Activity in the Energy Sector only in relation to Part III of this Treaty 10 years after the date of entry into force of the modifications in Section C of this Annex approved on 3 December 2024.
- (c) Subparagraphs (a) and (b) do not apply to the following Energy Materials and Products, which remain included in scope of the definition of Economic Activity in the Energy Sector:

- (i) Electrical energy (subheading 27.16 of Annex EM I) produced from petroleum gases and other gaseous hydrocarbons (subheading 27.11 of Annex EM I) through power plants and infrastructure using carbon capture and storage, where life-cycle greenhouse gas emissions are significantly reduced.
- (ii) Transport, transmission, and distribution of petroleum gases and other gaseous hydrocarbons (subheading 27.11 of Annex EM I) through pipelines provided the pipelines are capable of transporting renewable and low carbon gases.”

II. MODIFICATIONS TO ANNEX EM (original ECT) / EM I (ECT as amended in 1998)

1. At the beginning of the Annex, add:

“For the purpose of this Annex, “Ex” has been included to indicate that the product description referred to does not exhaust the entire range of products within the World Customs Organization Nomenclature headings or the Harmonized System codes listed below.”

2. Replace “26.12.10” with “2612.10” and “26.12.20” with “2612.20”; and at the end of the Annex, under the section “Other energy”, add:

“2207.10 Undenatured ethyl alcohol of an alcoholic strength by volume of 80 % vol or higher.

2804.10 Hydrogen.

2814.10 Anhydrous Ammonia.

2905.11 Methanol.

2915.11 Formic acid.

Biomass - meaning the biodegradable fraction of products, waste and residues from biological origin from agriculture, including vegetal and animal substances, from forestry and related industries, including fisheries and aquaculture, as well as the biodegradable fraction of waste, including industrial and municipal waste of biological origin.

Biogas - meaning gaseous fuels produced from biomass.

Synthetic fuels - meaning fuels, which are synthesized from hydrogen and carbon streams.”

III. MODIFICATIONS TO ANNEX G (original ECT) / W (ECT as amended in 1998)

1. In the heading and in the text, replace all references to “29” with “32”.

IV. CHANGES TO ANNEXES

1. Replace the table of Contents of Annexes as follows:

To the original ECT	To the ECT as amended in 1998
<p>1. Annex EM Energy Materials and Products (In accordance with Article 1(4))</p>	<p>1. Annex EM I Energy Materials and Products (In accordance with Article 1(4))</p> <p>2. Annex EM II Energy Materials and Products (In accordance with Article 1(4))</p>
<p>2. Annex NI Energy Materials and Products in Annex EM under the subheadings 27.01-27.15, 2804.10 and 44.01-44.02, electrical energy (subheading 27.16) produced from them, synthetic fuels and activities excluded from the Definition of Economic Activity in the Energy Sector (In accordance with Article 1(5))</p>	<p>3. Annex EQ I List of Energy-Related Equipment (In accordance with Article 1(4bis))</p> <p>4. Annex EQ II List of Energy-Related Equipment (In accordance with Article 1(4bis))</p>
<p>3. Annex TRM Notification and Phase-Out (TRIMs) (In accordance with Article 5(4))</p>	<p>5. Annex NI Energy Materials and Products in Annex EM I under the subheadings 27.01-27.15, 2804.10 and 44.01-44.02, electrical energy (subheading 27.16) produced from them, synthetic fuels and activities excluded from the Definition of Economic Activity in the Energy Sector (In accordance with Article 1(5))</p>
<p>4. Annex N List of Contracting Parties requiring at least 3 separate Areas to be involved in a Transit (In accordance with Article 7(1)ii)</p>	<p>6. Annex TRM Notification and Phase-Out (TRIMs) (In accordance with Article 5(4))</p>
<p>5. Annex VC List of Contracting Parties which have made Voluntary Binding Commitments in Respect of Article 10(5)</p>	<p>7. Annex N List of Contracting Parties requiring at least 3 separate Areas to be involved in a Transit (In accordance with Article 7(1)ii)</p>
	<p>8. Annex VC List of Contracting Parties which have made Voluntary Binding Commitments in Respect of Article 10(5)</p>

<p>(In accordance with Article 10(7))</p> <p>6. Annex ID List of Contracting Parties not allowing an Investor to resubmit the same dispute to International Arbitration at a later stage under Article 26 (In accordance with Article 26(3)(b)(i))</p> <p>7. Annex IA List of Contracting Parties Not Allowing an Investor or Contracting Party to Submit a Dispute Concerning Article 10(13) to International Arbitration (In accordance with Articles 26(3)(c) and 30(2))</p> <p>8. Annex P Special Sub-National Dispute Procedure (In accordance with Article 30(3)(i))</p> <p>9. Annex G Exceptions and Rules governing the Application of the Provisions of the GATT and Related Instruments (In accordance with Article 32(2)(a))</p> <p>10. Annex D Interim Provisions for Trade Dispute Settlement (In accordance with Article 32(7))</p> <p>11. Annex B Formula for allocating Charter Costs (In accordance with Article 37(3))</p>	<p>(In accordance with Article 10(7))</p> <p>9. Annex ID List of Contracting Parties not allowing an Investor to resubmit the same dispute to International Arbitration at a later stage under Article 26 (In accordance with Article 26(3)(b)(i))</p> <p>10. Annex IA List of Contracting Parties Not Allowing an Investor or Contracting Party to Submit a Dispute Concerning Article 10(13) to International Arbitration (In accordance with Articles 26(3)(c) and 30(2))</p> <p>11. Annex P Special Sub-National Dispute Procedure” (In accordance with Article 30(3)(i))</p> <p>12. Annex W Exceptions and Rules Governing the Application of the Provisions of the WTO Agreement (In accordance with Article 32(2)(a))</p> <p>13. Annex BR List of Contracting Parties which Shall Not Increase any Customs Duty or Other Charge above the Level Resulting from their Commitments or any Provisions Applicable to Them under the WTO Agreement (In accordance with Article 32(7))</p> <p>14. Annex BRQ List of Contracting Parties which Shall Not Increase any Customs Duty or Other Charge above the Level Resulting from their Commitments or any Provisions Applicable to Them under the WTO Agreement (In accordance with Article 32(7))</p> <p>15. Annex D Interim Provisions for Trade Dispute Settlement (In accordance with Article 32(9))</p> <p>16. Annex B Formula for allocating Charter Costs (In accordance with Article 37(3))</p>
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<p>12. Annex PD Public Debt (In accordance with Article 26(12))</p>	<p>17. Annex PD Public Debt (In accordance with Article 26(12))</p>
<p>13. Annex NPT List of Contracting Parties to which Part III does not apply in respect of an Investment in their Area of an Investor of another Contracting Party regarding Energy Materials and Products or activities excluded by the latter Contracting Party in Annex NI (In accordance with Article 16 bis)</p>	<p>18. Annex NPT List of Contracting Parties to which Part III does not apply in respect of an Investment in their Area of an Investor of another Contracting Party regarding Energy Materials and Products or activities excluded by the latter Contracting Party in Annex NI (In accordance with Article 16 bis)</p>
<p>14. Annex IA-NI List of Contracting Parties not giving their unconditional consent to the submission to international arbitration of a dispute related to an Investment in their Area of an Investor of another Contracting Party regarding Energy Materials and Products or activities excluded by the latter Contracting Party in Annex NI (In accordance with Article 26(3)(d))</p>	<p>19. Annex IA-NI List of Contracting Parties not giving their unconditional consent to the submission to international arbitration of a dispute related to an Investment in their Area of an Investor of another Contracting Party regarding Energy Materials and Products or activities excluded by the latter Contracting Party in Annex NI (In accordance with Article 26(3)(d))</p>

2. In Annex EQ I, before “Ex 73.04*” add:

“68.06 Slog wool, rock wool and similar mineral wools; exfoliated vermiculite, expanded clays, foamed slag and similar expanded mineral materials; mixtures and articles of heat insulating, sound-insulating or sound-absorbing mineral materials, other than those of heading 68.11 or 68.12 or of Chapter 69.

70.08 Multiple-walled insulating units of glass.”

3. In Annex EQ I, in Ex 85.17, add “smartphones and other” after “including”.

4. In Annex EQ I, replace “85.28.41” with “85.28.42”; replace “85.28.51” with “85.28.52”; replace “85.28.61” with “85.28.62”; and replace in all the three “Of a kind solely or principally used in an automatic data processing system of heading 84.71” with “Capable of directly connecting to and designed for use with an automatic data processing system of heading 84.71”.

5. In Annex EQ I, replace the heading of 85.41 with “Semiconductor devices (for example, diodes, transistors, semiconductor-based transducers); photosensitive semiconductor devices, including photovoltaic cells whether or not assembled in modules or made up into panels; light-emitting diodes (LED), whether or not assembled with other light-emitting diodes (LED); mounted piezo-electric crystals.”; and add “(LED):” after “diodes” in Ex 8541.40.

6. In Annex EQ I, in the entry after “Ex 9030.10”, add “(other than those for measuring or checking semiconductor wafers or devices)” after “power”.
7. In the heading of Annex N, replace “Article 7(10)(a)” with “Article 7(1)(ii)”; and delete the reference to Canada and United States of America.
8. In the heading of Annex VC, replace “Article 10(3)” with “Article 10(5)”, and “Article 10(6)” with “Article 10(7)”.

9. Replace the list in Annex ID with:

- “1. Azerbaijan
2. Bosnia and Herzegovina
3. Bulgaria
4. Croatia
5. Cyprus
6. The Czech Republic
7. European Union and Euratom
8. Finland
9. Greece
10. Hungary
11. Ireland
12. Italy
13. Japan
14. Kazakhstan
15. Mongolia
16. North Macedonia
17. Norway
18. Poland
19. Portugal
20. Romania
21. Slovenia
22. Spain
23. Sweden
24. Türkiye”.

10. Replace the heading of Annex IA with “List of Contracting Parties Not Allowing an Investor or Contracting Party to Submit a Dispute Concerning Article 10(13) to International Arbitration (In accordance with Articles 26(3)(c) and 30(2))”; and replace the listed countries with:

- “1. Hungary
2. Norway”.

11. In the heading of Annex P, replace “Article 27(3)(i)” with “Article 30(3)(i)”; and delete in Part I the references to Canada and Australia.

12. In the headings of Annexes BR and BRQ, replace “Article 29(7)” with “Article 32(7)”.

13. In the heading and in the text of Annex D, replace all references to “29” with “32”.

**ENERGY CHARTER
SECRETARIAT**

CCDEC 2024

14 GEN

Brussels, 3 December 2024

Related documents:

CC 762, CC 762 Rev,
CC 762 Rev 2,
Mess 2171/24

DECISION OF THE ENERGY CHARTER CONFERENCE

Subject: Changes to Understandings, Declarations and Decisions

The Energy Charter Conference at the Statutory Session of its 35th Meeting held on 3 December 2024 approved changes to

- a) Understandings, Declarations and Decisions contained in the Final Act of the European Energy Charter Conference (as modified by the Protocol of Correction in 1996) and
- b) Understandings contained in the Final Act of the International Conference and Decision by the Energy Charter Conference in respect of the Amendment to the Trade-Related Provisions of the Energy Charter Treaty (ECT)

as attached hereto.

The changes:

- a) to Understandings in sections I.1, I.3, I.19, I.21 of this decision,
- b) to Declarations in section II of this decision,
- c) to Decisions in sections III.2 to 4 of this decision, and
- d) in section IV.1 of this decision

shall enter into force on 3 December 2024.

Other changes in this decision shall enter into force in relation to each Contracting Party at the same time as the amendments to the ECT adopted on 3 December 2024 enter into force for that Contracting Party. In the meantime, they will apply provisionally in the same way as the amendments to the ECT adopted on 3 December 2024.

Keywords: Modernisation, Energy Charter Treaty, Understandings, Declarations, Decisions, Changes

I. CHANGES TO UNDERSTANDINGS

1. In Understanding n. 1, with respect to the Treaty as a whole, subparagraph (b)(i), replace “third party” with “third-party”.
2. In Understanding n. 2, with respect to Article 1(5), subparagraph (b)(iii), replace “transportation” with “transport”; subparagraphs (b)(iv) and (v), replace “energy related” with “energy-related”; and at the end of subparagraph (b)(vii), add “as defined in Article 19(7)(c)”.
3. Delete Understanding n. 4, with respect to Article 1(8).
4. Delete Understanding n. 5, with respect to Article 1(12).
5. In Understanding n. 8, with respect to Article 7(4), replace “(4)” with “(7)”.
6. Renumber Understandings 6 to 9 as 4 to 7.
7. Delete Understanding n. 10, with respect to Article 10(4).
8. Delete Understanding n. 11, with respect to Articles 10(4) and 29(6).
9. Delete Understanding n. 12, with respect to Article 14(5).
10. Add a new Understanding n. 8, with respect to Article 17 bis:

“In the case of the European Union:

 - (a) “subsidy” includes “State aid” as defined in European Union law;
 - (b) the competent authorities entitled to order the actions mentioned in Article 17 bis are the European Commission or a court or tribunal of a Member State when applying European Union law on State aid.”
11. Renumber Understanding n. 13, with respect to Article 19(1)(i), as Understanding n. 9 and replace in the title “(1)” with “(5)”.
12. Renumber Understanding n. 14, with respect to Articles 22 and 23, as Understanding n. 10; and replace “Article 29” with “Article 32”.
13. In relation to the original ECT, renumber Understanding n. 15, with respect to Article 24, as Understanding n. 11; in the title, replace “Article 24” with “Articles 24 and 24 bis”; and replace the text with:

“Exceptions contained in the GATT and Related Instruments apply between particular Contracting Parties which are parties to the GATT, as recognised by Article 4. With respect to trade in Energy Materials and Products governed by Article 32, that Article specifies the provisions relevant to the subjects covered by Articles 24 and 24 bis.”

14. In relation to the ECT as amended in 1998, renumber Understanding n. 15, with respect to Article 24, as Understanding n. 11; in the title, replace “24” with “24 and 24 bis”; and replace the text with:

“Exceptions contained in the GATT, GATS and Related Instruments apply between particular Contracting Parties which are parties to the WTO, as recognised by Article 4. With respect to trade in Energy Materials and Products governed by Article 32, that Article specifies the provisions relevant to the subjects covered by Articles 24 and 24 bis.”
15. Renumber Understanding n. 16, with respect to Article 26(2)(a), as Understanding n. 12.
16. Delete Understanding n. 17, with respect to Articles 26 and 27.
17. In relation to the original ECT, renumber Understanding n. 18, with respect to Article 29(2)(a), as Understanding n. 13; and rename it as “with respect to Article 32(2)(a)”.
18. Final Act of the International Conference and Decision by the Energy Charter Conference in respect of the Amendment to the Trade-Related Provisions of the ECT, rename Understanding n. 1, with respect to Article 29(2)(a) and Annex W, as “with respect to Article 32(2)(a) and Annex W”;

Add at the beginning of the Understanding: “Where a provision of WTO law referred to in this paragraph provides for joint action by members of the WTO, it is intended that the Charter Conference take such action.”; and replace “signatory” with “Contracting Party”

This Understanding replaces Understanding n. 18 of the Final Act of the European Energy Charter Conference in relation to the ECT as amended in 1998, as Understanding n. 13.
19. Final Act of the International Conference and Decision by the Energy Charter Conference in respect of the Amendment to the Trade-Related Provisions of the ECT, rename the title of Understanding n. 2, with respect to Article 29(7), as “with respect to Article 32(7)”; and replace “signatory” with “Contracting Party”. Add this Understanding as Understanding n. 14 of the Final Act of the European Energy Charter Conference in relation to the ECT as amended in 1998.
20. Final Act of the International Conference and Decision by the Energy Charter Conference in respect of the Amendment to the Trade-Related Provisions of the ECT, rename the title to Understanding n. 3, with respect to Articles 29(6) and (7) and 34(3)(o), as “with respect to Articles 32(6) and (7) and 34(3)(o)”. Add this Understanding as Understanding n. 15 of the Final Act of the European Energy Charter Conference in relation to the ECT as amended in 1998.
21. Delete Understanding n. 19, with respect to Article 33.
22. In relation to the original ECT, renumber Understanding n. 20, with respect to Article 34, as Understanding n. 14; and replace the text with “The Charter Conference should adopt the annual budget before the beginning of the financial year.” Renumber Understanding n. 21 as Understanding n. 15.

23. In relation to the ECT as amended in 1998, renumber Understanding n. 20, with respect to Article 34, as Understanding n. 16; and replace the text with “The Charter Conference should adopt the annual budget before the beginning of the financial year.” Renumber Understanding n. 21 as Understanding n. 17.

24. In relation to the original ECT, add a new Understanding n. 16, with respect to Article 49:

“The “Secretariat” in Article 49 shall mean a “Secretariat” defined in Article 35. For the avoidance of doubt, all references to the “Depositary” in this Treaty shall mean the “Secretariat” defined in Article 35 in the capacity of the Depositary.”

25. In relation to the ECT as amended in 1998, add a new Understanding n. 18, with respect to Article 49:

“The “Secretariat” in Article 49 shall mean a “Secretariat” defined in Article 35. For the avoidance of doubt, all references to the “Depositary” in this Treaty shall mean the “Secretariat” defined in Article 35 in the capacity of the Depositary.”

26. Delete Understanding n. 22, with respect to Annex TFU(1).

II. CHANGES TO DECLARATIONS

1. Delete Declaration n. 1, with respect to Article 1(6).

2. Delete Declaration n. 2, with respect to Articles 5 and 10(11).

3. In Declaration n. 3, with respect to Article 7, replace “The European Communities and their Member States and Austria, Norway, Sweden and Finland” with “The European Union, the European Atomic Energy Community, their Member States and Norway”; renumber it as Declaration n. 1.

4. Delete Declaration n. 4, with respect to Article 10.

5. In Declaration n. 5, with respect to Article 25, renumber it as Declaration n. 2 and replace the text with:

“The European Union, the European Atomic Energy Community and their Member States recall that, in accordance with Article 54 of the Treaty on the Functioning of the European Union:

- (a) companies or firms formed in accordance with the law of a Member State and having their registered office, central administration or principal place of business within the European Union shall, for the right of establishment pursuant to Part Three, Title IV, Chapter 2 of the Treaty on the Functioning of the European Union,

be treated in the same way as natural persons who are nationals of Member States; companies or firms which only have their registered office within the European Union must, for this purpose, have an effective and continuous link with the economy of one of the Member States;

- (b) “companies or firms” means companies or firms constituted under civil or commercial law, including cooperative societies, and other legal persons governed by public or private law, save for those which are non-profitmaking.

The European Union, the European Atomic Energy Community and their Member States further recall that:

European Union law provides for the possibility to extend the treatment described above to branches and agencies of companies or firms not established in one of the Member States; and that, the application of Article 25 of the Energy Charter Treaty will allow only those derogations necessary to safeguard the preferential treatment resulting from the wider process of economic integration resulting from the Treaties establishing the European Union.”

6. Renumber Declaration n. 6, with respect to Article 40 as Declaration n. 3.
7. Renumber Declaration n. 7, with respect to Annex G(4), as Declaration n. 4; in relation only to the ECT as amended in 1998, rename the title as “with respect to Annex W(4)”; and replace the text with:
- “(a) The European Atomic Energy Community (Euratom) and Ukraine declare that, in accordance with the Agreement on Partnership and Cooperation signed at Luxembourg on 14 June 1994 and the Interim Agreement thereto, initialled there the same day, trade in nuclear materials between them shall be exclusively governed by the provisions of the Agreement between the Euratom and the Cabinet of Ministers of Ukraine for Co-operation in the Peaceful Uses of Nuclear Energy.
- (b) The Euratom and Kazakhstan declare that, in accordance with the Agreement on Partnership and Cooperation initialled at Brussels on 20 May 1994, trade in nuclear materials between them shall be exclusively governed by the provisions of the Agreement for Co-operation in the Peaceful Uses of Nuclear Energy between the Euratom and the Government of the Republic of Kazakhstan.
- (c) The Euratom and Kyrgyzstan declare that, in accordance with the Agreement on Partnership and Cooperation initialled at Brussels on 31 May 1994, trade in nuclear materials between them shall be exclusively governed by the provisions of a specific agreement to be concluded between the European Atomic Energy Community and Kyrgyzstan.

Until entry into force of this specific agreement, the provisions of the Agreement on Trade and Economic and Commercial Cooperation between the European Economic

Community, the European Atomic Energy Community and the Union of Soviet Socialist Republics signed at Brussels on 18 December 1989 shall exclusively continue to apply for trade in nuclear materials between them.

- (d) The Euratom and Tajikistan declare that trade in nuclear materials between them shall be exclusively governed by the provisions of a specific agreement to be concluded between the European Atomic Energy Community and Tajikistan.

Until entry into force of this specific agreement, the provisions of the Agreement on Trade and Economic and Commercial Cooperation between the European Economic Community, the European Atomic Energy Community and the Union of Soviet Socialist Republics signed at Brussels on 18 December 1989 shall exclusively continue to apply for trade in nuclear materials between them.

- (e) The Euratom and Uzbekistan declare that trade in nuclear materials between them shall be exclusively governed by the provisions of the Agreement for Co-operation in the Peaceful Uses of Nuclear Energy between the Euratom and the Government of the Republic of Uzbekistan.”

8. In the Final Act of the International Conference and Decision by the Energy Charter Conference in respect of the Amendment to the Trade-Related Provisions of the ECT, delete Joint Declaration by the Russian Federation and the European Union.

III. CHANGES TO DECISIONS

1. In Decision n. 1, with respect to the Treaty as a whole, delete “Article 16 and”.
2. Delete Decision n. 2, with respect to Article 10(7).
3. Delete Decision n. 3, with respect to Article 14.
4. Delete Decision n. 4, with respect to Article 14(2).
5. Renumber Decision n. 5, with respect to Articles 24(4)(a) and 25, as Decision n. 2; in the title, replace “Articles 24(4)(a)” with “Articles 24(2)”; and in the text, replace “Article 1(7)(a)(ii)” with “Article 1(7)(b)”.

IV. OTHER CHANGES

1. Replace the text in Section VIII of the Final Act of the European Energy Charter Conference (as modified by the Protocol of Correction in 1996) with:

“The Charter Conference provided for in the Treaty shall henceforth be responsible for making decisions on requests to sign the Concluding Document of the Hague Conference on the European Energy Charter and the European Energy Charter adopted thereby as well as the Concluding Document of the Ministerial (Hague II) Conference on the International Energy Charter and the International Energy Charter adopted thereby.”

**ENERGY CHARTER
SECRETARIAT**

CCDEC 2024

15 GEN

Brussels, 3 December 2024

Related documents:

CC 763, CC 763 Rev,
CC 763 Rev 2,
CC 763 Rev 3,
Mess 2171/24

DECISION OF THE ENERGY CHARTER CONFERENCE

Subject: Entry into Force and Provisional Application of Amendments to the Energy Charter Treaty and Changes and Modifications to its Annexes

The Energy Charter Conference at the Statutory Session of its 35th Meeting held on 3 December 2024 approved the attached decision.

Keywords: Modernisation, Energy Charter Treaty, Amendments, Modifications, Changes, Provisional Application

**ENTRY INTO FORCE AND PROVISIONAL APPLICATION
OF AMENDMENTS TO THE ENERGY CHARTER TREATY
AND MODIFICATIONS AND CHANGES TO ITS ANNEXES**

- (1) (a) The amendments to the Energy Charter Treaty (ECT) adopted on 3 December 2024 shall enter into force in accordance with Article 42(4) of the ECT.
- (b) The modifications and changes to Annexes to the ECT approved on 3 December 2024 shall enter into force in accordance with the following subparagraphs:
 - (i) The modifications to the heading of Annex NI as well as in Sections A and B of Annex NI shall enter into force on 3 September 2025. Those modifications shall not apply to an ongoing dispute submitted under Article 26 of the ECT before that date.
 - (ii) The modifications in Section C of Annex NI and changes/modifications to other Annexes shall enter into force between Contracting Parties having ratified, accepted or approved the amendments to the ECT adopted on 3 December 2024, on the date of entry into force of those amendments. Thereafter, the modifications in Section C of Annex NI shall enter into force in relation to any other Contracting Party on the ninetieth day after that Contracting Party deposits its instrument of ratification, acceptance or approval of the amendments to the ECT adopted on 3 December 2024.
- (2) Each Contracting Party agrees to apply as of 3 September 2025 the amendments to the ECT adopted on 3 December 2024, the modifications in Section C of Annex NI and the changes/modifications to other Annexes approved on 3 December 2024 provisionally pending their entry into force for such Contracting Party to the extent that such provisional application is not inconsistent with its constitution, laws or regulations. References to “entry into force” in Section C of Annex NI shall be understood as “provisional application” in relation to Contracting Parties that provisionally apply modifications in Section C of Annex NI.
- (3) (a) Notwithstanding paragraph (2), any Contracting Party may deliver to the Depositary before 3 March 2025 a declaration that it is not able to accept the provisional application of the amendments to the ECT adopted on 3 December 2024, the modifications in Section C of Annex NI and the changes/modifications to other Annexes approved on 3 December 2024. The Secretariat shall make public such declarations. Any such Contracting Party may at any time withdraw that declaration by written notification to the Depositary.
- (b) Neither a Contracting Party which makes a declaration in accordance with subparagraph (a) nor Investors of that Contracting Party shall be affected by or may claim the benefits of the amendments to the ECT adopted on 3 December 2024, the modifications in Section C of Annex NI and the changes/modifications to other Annexes approved on 3 December 2024 until their entry into force in relation to that Contracting Party or the withdrawal of the declaration by that Contracting Party under subparagraph (a).

- (4) Any Contracting Party may terminate its provisional application of the amendments to the ECT adopted on 3 December 2024, the modifications in Section C of Annex NI and the changes/modifications to other Annexes approved on 3 December 2024 by written notification to the Depositary of its intention not to ratify, accept or approve the amendments to the ECT adopted on 3 December 2024. Termination of the provisional application for any Contracting Party shall take effect upon the expiration of 60 days from the date on which such Contracting Party's written notification is received by the Depositary.