

AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF TURKEY
AND
THE GOVERNMENT OF THE UNITED MEXICAN STATES
ON
THE RECIPROCAL PROMOTION AND PROTECTION OF
INVESTMENTS

The Government of the Republic of Turkey and the Government of the United Mexican States, hereinafter referred to as "the Contracting Parties";

Desiring to promote greater economic cooperation between them with respect to investments by investors of one Contracting Party in the territory of the other Contracting Party;

Intending to create and maintain favorable conditions for investments by investors of one Contracting Party in the territory of the other Contracting Party;

Recognizing the need to promote and protect foreign investments with the aim of fostering the flow of productive capital and technology, economic prosperity;

Convinced that these objectives can be achieved without relaxing health, safety and environmental measures of general application as well as internationally recognized labor rights;

Having resolved to conclude an agreement concerning the promotion and reciprocal protection of investments;

Have agreed as follows:

CHAPTER ONE: GENERAL PROVISIONS

ARTICLE 1 Definitions

For the purposes of this Agreement, the term:

"claimant" means an investor of a Contracting Party that is a part to an investment dispute with the other party;

"disputing parties" means the claimant and the respondent;

"enterprise" means any entity constituted or organized under applicable law, of a Contracting Party, and whether privately or governmentally owned, including any corporation, company, trust, partnership, sole proprietorship, joint venture or other business association;

"ICSID" means the International Centre for Settlement of Investment Disputes;

"ICSID Additional Facility Rules" means the Rules Governing the Additional Facility for the Administration of Proceedings by the Secretariat of the ICSID;

"ICSID Convention" means the Convention on the Settlement of Investment Disputes between States and Nationals of other States, adopted in Washington on March 18, 1965;

"investment" means the following assets owned or controlled by investors of one Contracting Party, connected with business activities, established or acquired in accordance with the laws and regulations of the other Contracting Party in whose territory the investment is made:

- (a) an enterprise;
- (b) shares, stocks and other forms of equity participation in an enterprise;
- (c) movable and immovable property, and related rights such as leases, mortgages, liens or pledges acquired in the expectation or used for the purposes of economic benefit or other business purposes;
- (d) reinvested returns;
- (e) intellectual property rights such as patents, industrial designs, technical processes, trademarks and know-how, acquired in the expectation or used for the purpose of economic benefit or other business purposes;
- (f) debt security of an enterprise;

(i) where the enterprise is an affiliate of the investor, or

(ii) where the original maturity of the debt security is at least three (3) years,

but does not include a debt security, regardless of original maturity, of a Contracting Party or of a State enterprise;

(g) a loan to an enterprise:

(i) where the enterprise is an affiliate of the investor, or

(ii) where the original maturity of the loan is at least three (3) years,

but does not include a loan, regardless of original maturity, to a Contracting Party or to a State enterprise;

(h) interests arising from the commitment of capital or other resources in the territory of a Contracting Party to an economic activity in such territory, under:

(i) contracts involving the presence of an investor's property in the territory of the other Contracting Party, including turnkey or construction contracts, or business concessions conferred by law or by contract, or

(ii) contracts where remuneration depends substantially on the production, revenues or profits of an enterprise;

(i) claims to money or involving the kind of interests set out in subparagraphs (a) to (h) above, but no claims to money that arise solely from:

(i) commercial contracts for the sale of goods or services by a national or enterprise in the territory of a Contracting Party to an enterprise in the territory of the other Contracting Party, or

(ii) the extension of credit in connection with a commercial transaction, such as trade financing, other than a loan covered by subparagraph (g) above.

For greater clarity, investments which have been made in the form of acquisition of shares less than 10 (ten) percent of an enterprise through stock exchanges shall not be covered by this Agreement;

“investor of a Contracting Party” means:

(a) a natural person having the nationality of a Contracting Party in accordance with its applicable laws, or

(b) an enterprise which is either constituted or otherwise organized under the law of a Contracting Party, and is engaged in substantive business operations in the territory of that Contracting Party;

having made an investment in the territory of the other Contracting Party.

"New York Convention" means the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, adopted at the United Nations in New York on June 10, 1958;

"non-disputing Party" means a Contracting Party that is not a party to an investment dispute;

"respondent" means the Contracting Party that is a party to an investment dispute;

"returns" means the amounts yielded by an investment and includes in particular, though not exclusively, profit, interest, dividends, capital gains, royalties, management fees, technical assistance, and other fees derived from the investment;

"State enterprise" means an enterprise that is owned, or controlled through ownership interests, by a Contracting Party;

"territory" means:

(a) in respect of the Republic of Turkey: the land territory, internal waters, the territorial sea and the airspace above them, as well as the maritime areas over which Turkey has sovereign rights or jurisdiction for the purpose of exploration, exploitation and preservation of natural resources whether living or non-living, pursuant to international law;

(b) in respect of the United Mexican States: the territory of the United Mexican States including maritime areas adjacent to the coast of the State concerned, i.e. the exclusive economic zone and the continental shelf, to the extent to which that Party may exercise sovereign rights or jurisdiction in those areas according to international law.

"UNCITRAL Arbitration Rules" means the Arbitration Rules of the United Nations Commission on International Trade Law, approved by the United Nations General Assembly on December 15, 1976, as revised in 2010.

ARTICLE 2

Admission of Investment

Each Contracting Party shall admit the entry of investments made by investors of the other Contracting Party pursuant to its applicable laws and regulations.

CHAPTER TWO: PROTECTION OF INVESTMENT

ARTICLE 3 Promotion of Investments

Subject to its laws and regulations, each Contracting Party shall in its territory promote to the extent possible investments by investors of the other Contracting Party.

ARTICLE 4 Minimum Standard of Treatment

1. Each Contracting Party shall accord to investments of investors of the other Contracting Party fair and equitable treatment and full protection and security.
2. For greater certainty:
 - (a) the concepts of "fair and equitable treatment" and "full protection and security" do not require treatment in addition to or beyond that which is required by the customary international law minimum standard of treatment of aliens, and
 - (b) a determination that there has been a breach of another provision of this Agreement, or of a separate international agreement, does not establish that there has been a breach of this Article.

ARTICLE 5 National Treatment and Most Favored Nation Treatment

1. Each Contracting Party shall accord to investors of the other Contracting Party and their investments, once established, treatment no less favorable than that it accords, in like circumstances, to its own investors and to investments of its own investors with respect to the management, maintenance, use, operation, enjoyment, extension, sale or other disposition of investments.
2. Each Contracting Party shall accord to investors of the other Contracting Party and their investments treatment no less favorable than that it accords, in like circumstances, to investors and to investments of investors of any third State with respect to the management, maintenance, use, operation, enjoyment, extension, sale or other disposition of investments.
3. This Article shall not be construed so as to oblige one Contracting Party to extend to the investors of the other Contracting Party and their investments the

benefits of any treatment, preference or privilege which may be granted by such Contracting Party by virtue of:

- (a) any existing or future regional economic integration organization, free trade area, customs union, monetary union or any other similar integration arrangement, of which one of the Contracting Parties is or may become a party;
- (b) any rights or obligations of a Contracting Party resulting from an international agreement or arrangement relating wholly or mainly to taxation. In the event of any inconsistency between this Agreement and any tax-related international agreement or arrangement, the latter shall prevail.

4. Subject to their respective legislation with regard to the temporary entry of business persons, the Contracting Parties shall give favorable consideration to applications for the temporary entry and sojourn of nationals of either Contracting Party who wish to enter the territory of the other Contracting Party in connection with operation or maintenance of an existing investment.

5. Paragraph 2 of this Article shall not apply in respect of dispute settlement provisions between an investor and the hosting Contracting Party laid down simultaneously by this Agreement and by another similar international agreement to which one of the Contracting Parties is signatory.

ARTICLE 6

General Exceptions

1. Nothing in this Agreement shall be construed to prevent a Contracting Party from adopting, maintaining, or enforcing any non-discriminatory legal measures that it considers appropriate to ensure that investment activity in its territory is undertaken in a manner sensitive to environmental, health or other regulatory objectives.

2. Nothing in this Agreement shall be construed:

(a) to require any Contracting Party to furnish or allow access to any information, the disclosure of which it determines to be contrary to its essential security interests;

(b) to prevent any Contracting Party from taking any actions that it considers necessary for the protection of its essential security interests:

- (i) relating to the traffic in arms, ammunition and implements of war and to such traffic and transactions in other goods, materials, services and technology undertaken directly or indirectly for the purpose of supplying a military or other security establishment;
 - (ii) taken in time of war or other emergency in international relations; or
 - (iii) relating to the implementation of national policies or international agreements respecting the non-proliferation of nuclear weapons or other nuclear explosive devices;
- (c) to prevent any Contracting Party from taking action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

ARTICLE 7 **Compensation for Losses**

1. Investors of a Contracting Party whose investments in the territory of the other Contracting Party suffer losses owing to war, armed conflict, a state of national emergency, insurrection, riot or any other similar event, shall be accorded, as regards the restitution, indemnification, compensation or other settlements, treatment no less favorable than the treatment the other Contracting Party accords to its own investors or investors of any third State, whichever is the most favorable.

2. Without prejudice to paragraph 1 of this Article, investors of one Contracting Party who, in any of the situations referred to in that paragraph, suffer losses in the territory of the other Contracting Party resulting from:

- (a) requisitioning of their property by its forces or authorities; or
- (b) destruction of their property by its forces or authorities, which was not caused in combat action or was not required by the necessity of the situation,

shall be accorded restitution or compensation. Resulting payments shall be freely convertible and transferable.

ARTICLE 8
Expropriation and Compensation

1. Neither Contracting Party may expropriate or nationalize an investment either directly or indirectly through measures tantamount to expropriation or nationalization ("expropriation"), except:

- (a) for a public purpose;
- (b) on a non-discriminatory basis;
- (c) in accordance with due process of law; and
- (d) on payment of compensation in accordance with paragraph 3 below.

2. Non-discriminatory legal measures undertaken in a manner sensitive to environmental, health or other regulatory objectives, do not constitute indirect expropriation.

3. Compensation shall:

- (a) be equivalent to the fair market value of the expropriated investment immediately before the expropriation occurred. The fair market value shall not reflect any change in value because the intended expropriation had become publicly known earlier.

Valuation criteria shall include the going concern value, asset value, including declared tax value of tangible property, and other criteria, as appropriate, to determine the fair market value;

- (b) be paid without delay;
- (c) include interest at a reasonable rate for that currency, unless such rate prescribed by law, from the date of expropriation until the date of actual payment, and
- (d) be fully realizable and freely transferable as described in Article 9.

ARTICLE 9
Transfers

1. Each Contracting Party shall permit all transfers related to an investment of an investor of the other Contracting Party be made freely and without delay into and out of its territory. Transfers shall be made in a freely convertible currency at the market rate of exchange prevailing on the date of transfer. Such transfers shall include:

- (a) the initial capital and additional amounts to maintain or increase the investment;
 - (b) returns, profits, dividends, interests, capital gains, royalty payments, management fees, technical assistance and other fees;
 - (c) proceeds from the sale of all or any part of the investment, or from the partial or complete liquidation of the investment;
 - (d) payments made under a contract entered into by the investor or its investment, including payments made pursuant to a loan agreement;
 - (e) payments of compensation pursuant to Article 7 and 8; and
 - (f) payments pursuant to Chapter Three, Section One.
2. Notwithstanding paragraph 1, a Contracting Party may prevent a transfer through the equitable, non-discriminatory and good faith application of its laws relating to:
- (a) bankruptcy, insolvency or the protection of the rights of creditors;
 - (b) issuing, trading, or dealing in securities;
 - (c) criminal or administrative violations;
 - (d) reports of transfers of currency or other monetary instruments; or
 - (e) ensuring the satisfaction of judgments in adjudicatory proceedings.
3. In case of a serious balance of payments difficulty or of a threat thereof, a Contracting Party may temporarily restrict transfers provided that such a Contracting Party implements measures or a program in accordance with the Articles of Agreement of the International Monetary Fund so long as such Contracting Party is a party to the said Articles of Agreement of the International Monetary Fund and that do not exceed those necessary to deal with the circumstances described in this paragraph. These restrictions should be imposed on an equitable, non-discriminatory and in a good faith basis, and be notified to the other Contracting Party.

ARTICLE 10
Subrogation

1. If the investment of an investor of one Contracting Party is insured against non-commercial risks under a system established by law, any subrogation of the insurer, which stems from the terms of the insurance agreement between the investor and the insurer, shall be recognized by the other Contracting Party.
2. The insurer is entitled by virtue of subrogation to exercise the rights and enforce the claims of that investor and shall assume the obligations related to the investment. The subrogated rights or claims shall not exceed the original rights or claims of the investor.
3. Disputes between a Contracting Party and an insurer shall be settled in accordance with the provisions of the Chapter Three, Section One of this Agreement.

ARTICLE 11
Denial of Benefits

1. A Contracting Party may deny the benefits of this Agreement to an investor of the other Contracting Party that is an enterprise of such other Contracting Party and to investments of such investor if the enterprise has no substantial business activities in the territory of the Contracting Party under whose law it is constituted or organized, and investors of a non-Contracting Party or investors of the denying Contracting Party, own or control the enterprise.
2. The denying Contracting Party shall notify the other Contracting Party before denying the benefits.

CHAPTER THREE: DISPUTE SETTLEMENT

SECTION ONE: SETTLEMENT OF DISPUTES BETWEEN A CONTRACTING PARTY AND AN INVESTOR OF THE OTHER CONTRACTING PARTY

ARTICLE 12 Purpose

This Section shall apply to disputes between a Contracting Party and an investor of the other Contracting Party arising from an alleged breach of an obligation set forth in Chapter Two.

ARTICLE 13 Notice of Intent and Consultation

1. The disputing parties should first attempt to settle a claim through consultation or negotiation.
2. With a view to settle the claim amicably, the disputing investor shall deliver to the disputing Contracting Party written notice of its intention to submit a claim to arbitration at least six (6) months before the claim is submitted. Such notice shall specify:
 - (a) the name and address of the disputing investor and, where a claim is made by an investor for loss or damage on behalf of an enterprise according to Article 14, the name and address of the enterprise;
 - (b) the provisions of Chapter Two alleged to have been breached;
 - (c) the factual and legal basis of the claim;
 - (d) the description of the investment involved pursuant to the definition set out in Article 1; and
 - (e) the relief sought and the approximate amount of damages claimed.

ARTICLE 14 Submission of a Claim

1. An investor of a Contracting Party may submit a claim to arbitration that the other Contracting Party has breached an obligation set forth in Chapter Two,

and that the investor has incurred loss or damage by reason of, or arising out of, that breach¹.

2. An investor of a Contracting Party, on behalf of an enterprise of the other Contracting Party that is a legal person such investor owns or controls, may submit to arbitration a claim that the other Contracting Party has breached an obligation set forth in Chapter Two, and that the enterprise has incurred loss or damage by reason of, or arising out of, that breach.

3. A disputing investor may submit the claim to arbitration under:

(a) the ICSID Convention, provided that both the disputing Contracting Party and the Contracting Party of the investor are parties to the ICSID Convention;

(b) the ICSID Additional Facility Rules, provided that either the disputing Contracting Party or the Contracting Party of the investor, but not both, is a party to the ICSID Convention;

(c) the UNCITRAL Arbitration Rules; or

(d) any other arbitration rules, if the disputing parties so agree.

4. Contracting Parties agree that the Notification submitted by the Republic of Turkey on March 3, 1989 to the International Centre for Settlement of Investment Disputes (ICSID) concerning classes of disputes considered suitable or unsuitable for submission to ICSID jurisdiction, will constitute an integral part of this Agreement.

5. A disputing investor may submit a claim to arbitration only if:

(a) the investor consents to arbitration in accordance with the procedures set forth in this Section; and

(b) the investor and, where the claim is for loss or damage to an interest of an enterprise of the other Contracting Party that is a legal person that the investor owns or controls, the enterprise waives its right to initiate or continue before any administrative tribunal or court under the laws of a Contracting Party, or other dispute settlement procedures, any proceedings with respect to the measure of the disputing Contracting Party that is alleged to be a breach of Chapter Two, except for proceedings for injunctive, declaratory or other extraordinary relief, not involving the payment of damages, before an administrative tribunal or court under the law of the disputing Contracting Party.

¹ For greater certainty, where a claim is submitted to arbitration pursuant to Article 14.1 only loss or damage incurred by the claimant in its capacity as an investor of a Contracting Party are recoverable under Article 14.1. Losses incurred by a claimant in any other capacity are not recoverable under Article 14.1.

6. A disputing investor may submit a claim to arbitration on behalf of an enterprise of the other Contracting Party that is a legal person that the investor owns or controls, only if both the investor and the enterprise:
 - (a) consent to arbitration in accordance with the procedures set forth in this Section; and
 - (b) waive their right to initiate or continue before any administrative tribunal or court under the laws of a Contracting Party, or other dispute settlement procedures, any proceedings with respect to the measure of the disputing Contracting Party that is alleged to be a breach under Chapter Two, except for proceedings for injunctive, declaratory or other extraordinary relief, not involving the payment of damages, before an administrative tribunal or court under the laws of the disputing Contracting Party.
7. The consent and waiver referred to in this Article shall be in writing, delivered to the disputing Contracting Party and included in the submission of a claim to arbitration.
8. The applicable arbitration rules shall govern the arbitration except to the extent modified by this Section.
9. A dispute may be submitted to arbitration no later than four (4) years from the date that either the investor or the enterprise of the disputing Contracting Party that is a legal person that the investor owns or controls, first acquired or should have first acquired knowledge of the events which gave rise to the dispute.
10. If the investor or an enterprise that an investor owns or controls, submits the dispute referred to in paragraphs 1 or 2 above to the Contracting Party's competent judicial or administrative courts, the same dispute may not be submitted to arbitration as provided in this Section.

ARTICLE 15

Contracting Party Consent

1. Each Contracting Party hereby gives its consent to the submission of a dispute to international arbitration in accordance with this Section.
2. The consent and the submission of a claim to arbitration by the disputing investor shall satisfy the requirements of:
 - (a) Chapter Two of the ICSID Convention (Jurisdiction of the Centre) and the ICSID Additional Facility Rules for written consent of the parties to the dispute, and
 - (b) Article 2 of the New York Convention for an "agreement in writing".

ARTICLE 16
Constitution of the Arbitral Tribunal

1. Unless the disputing parties otherwise agree, the arbitral tribunal shall be composed by three arbitrators. Each disputing party shall appoint one arbitrator and the disputing parties shall agree upon a third arbitrator, who shall be the chairman of the arbitral tribunal.

2. If an arbitral tribunal has not been established within ninety (90) days from the date on which the claim was submitted to arbitration, either because a disputing party failed to appoint an arbitrator or because the disputing parties failed to agree upon the chairman; the President, the Vice President or the next senior judge of the International Court of Justice, who is not a national of either Contracting Party, upon request of any of the disputing parties, shall be asked to appoint, at his own discretion, the arbitrator or arbitrators not yet appointed. Nevertheless, the President, the Vice President or the next senior judge of International Court of Justice, when appointing the chairman, shall assure that he or she is a national of neither of the Contracting Parties.

ARTICLE 17
Consolidation

1. Where two or more claims have been submitted separately to arbitration under Article 14 and the claims have a question of law or fact in common and arise out of the same events or circumstances, any disputing party may seek a consolidation order in accordance with the agreement of all the disputing parties sought to be covered by the order or the terms of this Article.

2. A disputing party that seeks a consolidation order under this Article shall deliver, in writing, a request to the President of the International Court of Justice and to all the disputing parties sought to be covered by the order and shall specify in the request:

(a) the names and addresses of all the disputing parties sought to be covered by the order;

(b) the nature of the order sought; and

(c) the grounds on which the order is sought.

3. Unless the President of the International Court of Justice finds within thirty (30) days after receiving a request under paragraph 2 that the request is manifestly unfounded, a tribunal shall be established under this Article.

4. Unless all the disputing parties sought to be covered by the consolidation order otherwise agree, a tribunal established under this Article shall comprise three arbitrators:

(a) one arbitrator appointed by agreement of the claimants;

(b) one arbitrator appointed by the respondent; and

(c) the presiding arbitrator appointed by the President of the International Court of Justice, provided, however, that the presiding arbitrator shall not be a national of neither of the Contracting Parties.

5. If, within sixty (60) days after the President of the International Court of Justice receives a request made under paragraph 2, the respondent fails or the claimants fail to appoint an arbitrator in accordance with paragraph 4, the President of the International Court of Justice, on the request of any disputing party sought to be covered by the order, shall appoint the arbitrator or arbitrators not yet appointed. If the respondent fails to appoint an arbitrator, the President of the International Court of Justice shall appoint a national of the disputing Party, and if the claimants fail to appoint an arbitrator, the President of the International Court of Justice shall appoint a national of the non-disputing Party.

6. Where a tribunal established under this Article is satisfied that two or more claims that have been submitted to arbitration under Article 14 have a question of law or fact in common, and arise out of the same events or circumstances, the tribunal may, in the interest of fair and efficient resolution of the claims, and after hearing the disputing parties, by order:

(a) assume jurisdiction over, and hear and determine together, all or part of the claims;

(b) assume jurisdiction over, and hear and determine one or more of the claims, the determination of which it believes would assist in the resolution of the others; or

(c) instruct a tribunal previously established under Article 16 to assume jurisdiction over, and hear and determine together, all or part of the claims, provided that:

(i) that tribunal, at the request of any claimant not previously a disputing party before that tribunal, shall be reconstituted with its original members, except that the arbitrator for the claimants shall be appointed pursuant to paragraphs 4(a) and 5; and

(ii) that tribunal shall decide whether any prior hearing shall be repeated.

7. Where a tribunal has been established under this Article, a claimant that has submitted a claim to arbitration under Article 14 and that has not been named in a

request made under paragraph 2 may make a written request to the tribunal that it be included in any order made under paragraph 6, and shall specify in the request:

- (a) the name and address of the claimant;
- (b) the nature of the order sought; and
- (c) the grounds on which the order is sought.

The claimant shall deliver a copy of its request to the President of the International Court of Justice.

8. A tribunal established under this Article shall conduct its proceedings in accordance with the UNCITRAL Arbitration Rules, except as modified by this Section.

9. A tribunal established under Article 16 shall not have jurisdiction to decide a claim, or a part of a claim, over which a tribunal established or instructed under this Article has assumed jurisdiction.

10. On application of a disputing party, a tribunal established under this Article, pending its decision under paragraph 6, may order that the proceedings of a tribunal established under Article 16 be stayed, unless the latter tribunal has already adjourned its proceedings.

ARTICLE 18 Place of Arbitration

Upon request of any disputing party, an arbitration under this Section shall be held in a State that is party to the New York Convention. Only for the purposes of Article 1 of the New York Convention, claims submitted to arbitration under this Section shall be considered to have arisen out of a commercial relationship or transaction.

ARTICLE 19 Applicable Law

1. A tribunal established under this Section shall decide the issues in dispute in accordance with this Agreement and applicable rules and principles of international law.

2. An arbitral tribunal established under this Section shall take into account domestic law of the disputing Contracting Party where it is relevant to the claim as a matter of fact.

3. An interpretation jointly formulated and agreed upon by the Contracting Parties with regard to any provision of this Agreement shall be binding on any tribunal established there under this Section.

ARTICLE 20

Finality and Enforcement of Awards

1. Unless the disputing parties agree otherwise, an award which provides that a Contracting Party has breached its obligations pursuant to this Agreement may only award, separately or in combination:
 - (a) monetary damages and any applicable interest; or
 - (b) restitution in kind, provided that the Contracting Party may pay pecuniary compensation in lieu thereof.
2. When a claim is submitted to arbitration on behalf of an enterprise:
 - (a) an award of restitution in kind shall provide that restitution be made to the enterprise;
 - (b) an award of monetary damages and any applicable interest shall provide that the total amount be paid to the enterprise; and
 - (c) the award shall provide that it is made without prejudice to any right that any person has, with respect to the remedy granted, under applicable domestic law.
3. A tribunal may not award punitive damages.
4. A disputing investor may seek enforcement of an arbitral award under the ICSID Convention or the New York Convention if both Contracting Parties are parties to such treaties.
5. A disputing party may not seek enforcement of a final award until:
 - (a) in the case of a final award rendered under the ICSID Convention:
 - (i) one hundred and twenty (120) days have elapsed from the date on which the award was rendered and no disputing party has requested revision or annulment of the award, or
 - (ii) revision or annulment proceedings have been completed; and

(b) in the case of a final award under the ICSID Additional Facility Rules, the UNCITRAL Arbitration Rules or any other arbitration rules selected by the disputing parties:

- (i) three (3) months have elapsed from the date on which the award was rendered and no disputing party has commenced a proceeding to revise, set aside or annul the award, or
- (ii) a court has dismissed or allowed an application to revise, set aside or annul the award and there is no further appeal.

6. Subject to paragraph 5 of this Article, arbitral awards shall be final and binding. Each Contracting Party shall recognize and enforce the arbitral award in accordance with its relevant laws and regulations.

7. A Contracting Party may not initiate proceedings in accordance with Section Two by reason of an alleged breach under this Section, unless the other Contracting Party fails to abide by or comply with a final award rendered in a dispute that an investor of a Contracting Party may have submitted pursuant to this Section.

ARTICLE 21 **Interim Measures of Protection**

- 1. An arbitral tribunal may order an interim measure of protection to preserve the rights of a disputing party, or to ensure that the arbitral tribunal's jurisdiction is made fully effective, including an order to preserve evidence in the possession or control of a disputing party or to protect the arbitral tribunal's jurisdiction.
- 2. An arbitral tribunal may not order attachment or enjoin the application of the measure alleged to constitute a breach referred to in Article 14. For purposes of this paragraph, an order includes a recommendation.

ARTICLE 22 **Transparency**

1. The written submissions² presented by the disputing parties to the tribunal and the procedural orders, decisions, and award(s) of the tribunal shall be made available to the public after the tribunal renders its final award, except for protected information consisting of:

² Submissions include the memorial, counter-memorial, reply, rejoinder and any other submission made by a disputing party during the arbitration.

a) confidential business information that is not in the public domain which describes, contains or otherwise reveals trade secrets or financial, commercial, scientific or technical information that has been consistently treated as confidential information by the party to whom is related, including but not limited to information on prices, costs, strategic and marketing plans, market share data, and accounting or financial records; and

b) privileged information that is protected from disclosure by law.

2. Within thirty (30) days after the final award is delivered, a disputing party that considers that any submission made before the tribunal or any procedural order, decision or award of the tribunal contains protected information that it wishes to remain confidential shall consult the other disputing party with a view to reaching an agreement on redaction of such information prior to make it available to the public.

3. If the disputing parties cannot agree on the proposed redactions within a further thirty (30) days they shall submit the points on which they cannot agree to the president of the tribunal who shall decide the matter forthwith.

4. If a disputing party does not notify the other disputing party of its request to preserve confidentiality over protected information in a particular submission, procedural order, decision or award within thirty (30) days of the delivery of the final award, that party shall be deemed to have consented to make available to the public such submission, procedural order, decision or award.

SECTION TWO: SETTLEMENT OF DISPUTES BETWEEN THE CONTRACTING PARTIES

ARTICLE 23 Scope

This Section applies to the settlement of disputes between the Contracting Parties arising from the interpretation or application of the provisions of this Agreement.

ARTICLE 24 Consultations and Negotiations

1. Either Contracting Party may request in writing consultations on the interpretation or application of this Agreement.

2. If a dispute arises between the Contracting Parties on the interpretation or application of this Agreement, it shall, to the extent possible, be settled amicably through consultations and negotiation.
3. In the event the dispute is not settled through the means mentioned above within six (6) months from the date such negotiations or consultations were requested in writing, either Contracting Party may submit such dispute to an arbitral tribunal established in accordance with this Section or, by agreement of the Contracting Parties, to any other international tribunal.

ARTICLE 25
Constitution of the Arbitral Tribunal

1. Arbitration proceedings shall initiate upon written notice delivered by one Contracting Party (the requesting Contracting Party) to the other Contracting Party (the respondent Contracting Party) through diplomatic channels. Such notice shall contain a statement setting forth the legal and factual grounds of the claim, a summary of the development and results of the consultations and negotiations pursuant to Article 24, the requesting Contracting Party's intention to initiate proceedings under this Section and the name of the arbitrator appointed by such requesting Contracting Party.
2. Within thirty (30) days after delivery of such notice, the respondent Contracting Party shall notify the requesting Contracting Party the name of its appointed arbitrator.
3. Within thirty (30) days following the date on which the second arbitrator was appointed, the arbitrators appointed by the Contracting Parties shall appoint, by mutual agreement, a third arbitrator, who shall be the chairman of the arbitral tribunal upon approval of the Contracting Parties.
4. If within the time limits set forth in paragraphs 2 and 3 above, the required appointments have not been made or the required approvals have not been given, either Contracting Party may invite the President of the International Court of Justice to appoint the arbitrator or arbitrators not yet appointed. If the President is a national or a permanent resident of either Contracting Party, or he or she is otherwise unable to act, the Vice-President shall be invited to make the said appointments. If the Vice-President is a national or a permanent resident of either Contracting Party, or he or she is otherwise unable to act, the Member of the International Court of Justice next in seniority who is not a national nor a permanent resident of either Contracting Party shall be invited to make the necessary appointments.
5. In case an arbitrator appointed under this Article resigns or becomes unable to act, a successor shall be appointed in the same manner as prescribed for the appointment of the original arbitrator, and he or she shall have the same powers and duties that the original arbitrator had.

ARTICLE 26
Proceedings

1. Unless the Contracting Parties agree otherwise, the place of arbitration shall be determined by the tribunal.
2. The arbitral tribunal shall decide all questions relating to its competence and, subject to any agreement between the Contracting Parties, determine its own procedure.
3. At any stage of the proceedings, the arbitral tribunal may propose to the Contracting Parties that the dispute be settled amicably.
4. At all times, the arbitral tribunal shall afford a fair hearing to the Contracting Parties.
5. Unless otherwise agreed, all submissions shall be made and all hearings shall be completed within twelve (12) months of the date of selection of the Chairman, and the tribunal shall render its decision within three (3) months after the date of the final submissions or the date of the closing of the hearings, whichever is later.

ARTICLE 27
Award

1. The arbitral tribunal shall reach its decision by majority vote. The award shall be issued in writing and shall contain the applicable factual and legal findings. A signed award shall be delivered to each Contracting Party.
2. The award shall be final and binding on the Contracting Parties.

ARTICLE 28
Applicable Law

A tribunal established under this Section shall decide the issues in dispute in accordance with this Agreement and the rules and principles of international law applicable.

ARTICLE 29
Costs

Each Contracting Party shall bear the costs of its appointed arbitrator and of any legal representation in the proceedings. The costs of the chairman of the arbitral tribunal and of other expenses associated with the conduct of the arbitration shall be borne equally by the Contracting Parties, unless the arbitral tribunal decides that a higher proportion of costs be borne by one of the Contracting Parties.

CHAPTER FOUR: FINAL PROVISIONS

ARTICLE 30
Application of the Agreement

This Agreement shall apply to investments in the territory of one Contracting Party, made in accordance with its national laws and regulations, by investors of the other Contracting Party, whether prior to, or after the entry into force of the present Agreement. However, this Agreement does not apply to claims arising out of events which occurred, or to claims which had been settled, prior to that date.

ARTICLE 31
Annexes

The Annexes attached to this Agreement (Annex to Article 5 "National Treatment and Most Favored Nation Treatment", Annex to Article 13 "Notice of Intent and Consultation" and Annex to Article 22 "Transparency") form an integral part of this Agreement.

ARTICLE 32
Consultations

A Contracting Party may propose to the other Contracting Party to carry out consultations on any matter relating to this Agreement. These consultations shall be held at a place and at a time agreed by the Contracting Parties.

ARTICLE 33
Entry into Force, Duration and Termination

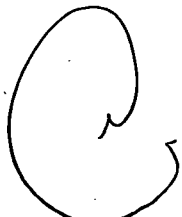
1. Each Contracting Party shall notify the other in writing through diplomatic channels of the completion of the constitutional formalities required in its territory for the entry into force of this Agreement. This Agreement shall enter into force thirty (30) days after the date of the latter of the two notifications. It shall remain in force for a period of ten (10) years and shall continue to be in force unless terminated in accordance with paragraph 2 of this Article.
2. Either Contracting Party may, by giving one year's (prior) written notice to the other Contracting Party, terminate this Agreement at the end of the initial ten (10) year period or at any time thereafter.
3. This Agreement may be amended by written agreement between the Contracting Parties. Any amendment shall enter into force thirty (30) days after the date of the latter notification through which the Contracting Parties have notified each other the completion of all internal requirements for entry into force of such amendment.
4. With respect to investments made or acquired prior to the date of termination of this Agreement and to which this Agreement otherwise applies, the provisions of all of the other Articles of this Agreement shall thereafter continue to be effective for a further period of ten (10) years from such date of termination.

IN WITNESS WHEREOF, the undersigned representatives, duly authorized thereto by their respective governments, have signed this Agreement.

December 17, 2013

Done in Ankara on this seventeenth day of ~~September~~ of two thousand and thirteen, in two originals in the Turkish, Spanish and English languages, each text being equally authentic. In case of conflict of interpretation, the English text shall prevail.

**FOR THE GOVERNMENT OF THE
REPUBLIC OF TURKEY**



**Ali Babacan
Deputy Prime Minister**

**FOR THE GOVERNMENT OF THE
UNITED MEXICAN STATES**



**Ildefonso Guajardo Villarreal
Secretary of Economy**

Annex to Article 5 (National Treatment and Most Favored Nation Treatment)

The National Treatment provisions of Article 5 of this Agreement shall not be construed as to prevent the Republic of Turkey from adopting, maintaining or enforcing any non-discriminatory legislation with regard to acquisition of land and real estate, and real rights upon them by the investors of the other Contracting Party.

Annex to Article 13 (Notice of Intent and Consultation)

1. In case of a dispute brought against the United Mexican States, the notice of intent referred to in Article 13 paragraph 2 shall be delivered to:

Dirección General de Consultoría Jurídica de Comercio Internacional, Alfonso Reyes #30, piso 17 Col. Hipódromo Condesa Del. Cuauhtémoc, México D.F., C. P. 06140.

2. The United Mexican States shall notify to the Republic of Turkey any change in the place for the delivery of the notice of intent referred to in this Annex.
3. The disputing investor shall submit the written notice of intent in Turkish or in Spanish as applicable. The corresponding translation, made by an expert, shall be included in case such notice of intent is submitted in any language other than the aforementioned.

Annex to Article 22 (Transparency)

The United Mexican States reserves its right to make available to the public the notice of intent and the notice of arbitration at any time.