

**MEMORANDUM OF ADMINISTRATIVE
ARRANGEMENTS**

CONCERNING

**THE CONDUCT OF DISPUTE SETTLEMENT
PROCEEDINGS**

**IN THE HONG KONG SPECIAL ADMINISTRATIVE
REGION OF THE PEOPLE'S REPUBLIC OF CHINA**

The Government of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "the Government of the HKSAR") and the Permanent Court of Arbitration ("the PCA") and;

NOTING that according to the Host Country Agreement Between the Government of the People's Republic of China and the PCA on the Conduct of Dispute Settlement Proceedings in the Hong Kong Special Administrative Region of the People's Republic of China done on 4 January 2015 (hereinafter referred to as "the Agreement"), the Government of the People's Republic of China grants to the PCA privileges and immunities as provided for in the Agreement;

DESIRING to make the necessary administrative arrangements as provided in Article 15 of the Agreement;

Have AGREED as follows:

(1) The Government of the HKSAR shall make available, on an as-needed basis and at no cost to the PCA, such office and meeting space (including all public utilities therefor) and such secretarial services as may reasonably be deemed necessary by the Government of the HKSAR, in consultation with the Secretary-General or other Officials of the PCA, for activities undertaken in connection with PCA Proceedings and PCA Meetings.

(2) Nothing in paragraph 1 above shall cover any expenses related to the usage of the fax, photocopying and internet facilities as well as any expenses relating to the services of court reporters, interpreters, translators and caterers, which shall be borne by the PCA or the Participants in Proceedings as appropriate.

(3) The Government of the HKSAR shall, where appropriate, promote the PCA dispute resolution services and facilitate dissemination of information related to the PCA and its operations.

(4) The Government of the HKSAR shall, upon request by the PCA, issue to persons who are entitled to any privileges and immunities under Articles 6 to 8 of the Agreement, a document to identify such persons to the Government of the HKSAR or any HKSAR authority.

(5) The Government of the HKSAR shall take all reasonable measures to ensure that PCA Adjudicators, Officials of the PCA, Participants in Proceedings and other persons agreed between the PCA and the Government of the HKSAR are given permission for entry into the HKSAR for the duration of the activities undertaken in connection with the PCA Proceedings and PCA Meetings, unless such persons are prohibited from entry into the HKSAR in accordance with the laws of the HKSAR. The Government of the HKSAR shall ensure that any visas which may be required by the Government of the HKSAR for these persons are issued free of charge and as promptly as possible to allow the timely conduct of activities undertaken in connection with the PCA Proceedings and PCA Meetings.

(6) The PCA shall arrange for sufficient third party insurance coverage for any motor vehicles owned or leased by the PCA in the HKSAR.

(7) This Memorandum of Administrative Arrangements shall in no way detract from the privileges, immunities, exemptions, facilities, assurances and other rights provided for in the Agreement.

(8) Any amendment to this Memorandum of Administrative Arrangements, including any amendment which may be required as a result of any amendments to the Agreement, may, provided it is consistent with the provisions of the Agreement, be agreed by the Government of the HKSAR and the PCA and, and shall take effect when confirmed in writing by both sides.

(9) The Government of the HKSAR and the PCA shall consult to resolve any question concerning the interpretation or application of this Memorandum of Administrative Arrangements.

(10) This Memorandum of Administrative Arrangements shall take effect upon signature.

(11) All words and expressions defined in the Agreement shall, unless the context otherwise requires, have the same meaning when used in this Memorandum of Administrative Arrangements. In the case of a conflict between the Agreement and this Memorandum of Administrative Arrangements, the former shall prevail.

IN WITNESS WHEREOF the undersigned being duly authorized respectively by the Government of the HKSAR and the PCA and, have signed this Memorandum of Administrative Arrangements.

Done in duplicate at Beijing on 4 January 2015 in the Chinese and English languages, both texts being equally authentic.

FOR THE
GOVERNMENT OF THE
HKSAR

FOR THE PCA