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***The Inter-American Convention on the Law Applicable to International Contracts
and the Furtherance of its Principles in the Americas***

**(Paper prepared by the Department of International Law, Secretariat for Legal Affairs
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I. Introduction

II. The Mexico Convention – A Brief Overview

A. Within the CIDIP Process

B. Scope, Application and Exclusions

C. Primary Principles

1. Party Autonomy

2. The Proximity Principle

3. General Principles of International Commercial Law

III. The Mexico Convention in Historical Perspective

A. Early Developments

B. Developments After 1950

1. UN Convention on the International Sale of Goods

2. Convention on the Law Applicable to Contractual Obligations

3. UNIDROIT Principles of International Commercial Contracts

4. Arbitration Conventions – New York and Panama

5. MERCOSUR – Buenos Aires Protocol

6. Mexico Convention

7. Hague Principles

IV. The Hague Principles on Choice of Law in International Commercial Contracts

A. A Brief Overview

B. Scope, Application and Exclusions

C. Primary Principles

1. Party Autonomy

2. The Proximity Principle – *NOT*

3. General Principles of International Commercial Law

4. Additional Provisions

V. The Mexico Convention – Contribution to Domestic Legislation

VI. The Mexico Convention – Reflections on Its Contributions

A. Party Autonomy

B. The Proximity Principle or Closest Connection Test

C. General Principles of International Commercial Law

VII. The Mexico Convention – Reflections on its Limitations

A. Language Inconsistencies

B. Novel and Controversial Choice of law Principles

1. Party Autonomy

2. The Proximity Principle or Closest Connection Test

3. General Principles of International Commercial Law

C. Other

VIII. The Mexico Convention and the Way Forward

A. Reform of the Mexico Convention

B. Incorporation into a Model Law

C. Clarification

D. Dissemination

E. Further Study

IX. Conclusions and Recommendations

APPENDIX A - Synopsis of Responses to the Questionnaire on the Implementation of the Inter-American Conventions on Private International Law

Part A - States

Part B - Academics

APPENDIX B – The Mexico Convention – Reconciliation between Spanish, English and French Texts

Part A – English

Part B - French

I. Introduction

The *Inter-American Convention on the Law Applicable to International Contracts* (hereinafter, the “Mexico Convention”) was adopted in 1994 at the Fifth Inter-American Specialized Conference on Private International Law (CIDIP-V)¹ organized under the auspices of the Organization of American States (OAS) pursuant to Article 122 of the OAS Charter.² It was signed by Bolivia, Brazil, Mexico, Uruguay and Venezuela, ratified by Venezuela and Mexico, entered into force on December 15, 1996; no reservations or declarations were made by any signatories.³

The aim of this paper is to outline the accomplishments of the Mexico Convention, evaluate its contributions to date and consider how to enhance its effectiveness. To that end, the paper will analyze the influence exerted by the Mexico Convention in the shaping of recent international and domestic instruments and discuss several mechanisms for its furtherance in the development of international contract law in the Americas.

II. The Mexico Convention – A Brief Overview

A. Within the CIDIP Process

Throughout the 1970’s and 1980’s, OAS Member States took steps to harmonize and codify substantive law and choice-of-law rules in a number of different topics in private international law. This was achieved primarily through the specialized conferences, specifically CIDIPs I through IV, held in 1975, 1979, 1984 and 1989, respectively.

The subject of international contractual arrangements was first considered in 1979 at CIDIP-II in Montevideo.⁴ The topic was included later in 1989 in the agenda of CIDIP-IV and assigned to Commission II, which considered a study prepared by an expert in the field, Professor Antonio Boggiano, and a draft convention submitted by the Mexican delegation.⁵ As no general consensus on a formal instrument was reached, a set of principles was adopted for future deliberation and a resolution was adopted recommending that the OAS General Assembly convene a meeting of experts.⁶ These principles also served as the basis for a draft and report that was entrusted by the Inter-American Juridical Committee (IAJC) to rapporteur Lic. Jose Luis Siqueiros and which was approved by the IAJC in July 1991.⁷

¹ General Secretariat of the Organization of American States, Fifth Inter-American Specialized Conference on Private International Law, Final Act, CIDIP-V, OAS/Ser. C/VI.21.5 (1994).

² Article 122 provides that “the Specialized Conferences are intergovernmental meetings to deal with special technical matters or to develop specific aspects of Inter-American cooperation [and] they shall be held when either the General Assembly or the Meeting of Consultation of Ministers of Foreign Affairs so decides.”

³ <http://www.oas.org/juridico/english/sigs/b-56.html>

⁴ Annotated Agenda, CIDIP-V, OEA/Ser.K/XXI.5, CIDIP-V/4/93, December 30, 1993, page 15.

⁵ Informe del Relator de la Comisión II Referente al Tema de Contratación Internacional, CIDIP-IV, Volumen I, Actas y Documentos CIDIP-IV. Secretaria General, OEA, Washington DC 1991, page 447.

⁶ CIDIP-IV/Res. 5 (89) Meeting of Experts on International Contractual Arrangements, See *ibid*, at page 503.

⁷ Tema 1: Contratación Internacional Proyecto de Convención Interamericana sobre Ley Aplicable en Materia de Contratación Internacional – Comité Jurídico Interamericano, CIDIP-V, OEA/Ser. K/XXI.5 – CIDIP-V/12/93, December 28 1993.

That draft convention and report were discussed at a meeting of experts in Tucson, Arizona from November 11-14, 1993.⁸ This meeting resulted in the adoption of a revised new draft –“*Proyecto de Convención Interamericana sobre el Derecho Aplicable a la Contratación Internacional*”.⁹ The Tucson draft formed the basis for discussions at CIDIP-V that took place from March 14-18, 1994 in Mexico City and for the final text that was adopted as the Mexico Convention.¹⁰ The preparatory work had included the circulation of a questionnaire to OAS Member States as well as extensive review of other relevant instruments on the topic.¹¹ CIDIP-V was attended by representatives of 17 Latin American States as well as the United States and Canada and thus, arguably, the text represents consensus of a considerable number of states from both civil and common law traditions.¹²

B. Scope, Application and Exclusions

The Mexico Convention determines the law applicable to international contracts (Article 1) and will apply to new modalities of contracts that arise as international trade develops (Article 3). A contract is considered “international” if the parties have their habitual residence or establishment in different States Parties or if the contract has connections with more than one State Party (Article 1, second paragraph). The Mexico Convention also applies to contracts to which States or State agencies or entities are party, unless expressly excluded (Article 1, third sentence).

As set forth in Article 14, the law applicable to the contract as determined by Chapter 2 governs principally the following: its interpretation; rights and obligations of the parties; performance of obligations and consequences of non-performance; ways that obligations are extinguished; and consequences of nullity or invalidity.

Article 5 expressly excludes the following: issues related to civil status; capacity and consequences or nullity or invalidity as a result of lack of capacity; succession and testamentary matters; marital and family relationships. Also excluded are obligations deriving from negotiable instruments and securities; agreements concerning arbitration or selection of forum; and issues of company law. Additionally, upon ratification or accession, States may declare categories of contracts to which the Mexico Convention shall not apply (Article 1, third sentence).

C. Primary Principles

1. Party Autonomy

The core principle of the Mexico Convention is party autonomy. It is expressly stated in Article 7 that “(t)he contract shall be governed by the law chosen by the parties” [...] “even if said law is that of a State that is not a party” (Article 2). Such choice need not be express but can be

⁸ Tema 1: Contratación Internacional. Informe de la Reunión de Expertos sobre Contratación Internacional. CIDIP-V, OEA/Ser. K/XXI.5 – CIDIP-V/14/93, December 30 1993.

⁹ *Ibid.*

¹⁰ Juenger, Friedrich K., *The Inter-American Convention on the Law Applicable to International Contracts: Some Highlights and Comparisons*. *The American Journal of Comparative Law*, Volume 42, Number 2, Spring 1994, at page 382.

¹¹ Informe del Relator de la Comisión II Referente al Tema de Contratación Internacional, *supra*, Note 5.

¹² Juenger, *supra*.

implied on the basis of the parties' behavior and the clauses of the contract considered as a whole (Article 7, second sentence). The parties may select the applicable law for the entire contract or only a part (Article 7, third sentence).

Party autonomy is said to be the cornerstone of the modern law of contract and “one of the most widely accepted paradigms of contemporary private international law.”¹³ The rationale behind this principle is that the parties to a contract are in the best position to determine which set of legal principles is most suitable for their transaction, instead of submitting their fate to the will of the legislator or judge. However, the freedom of the parties to choose the applicable law that will govern their contract is also subject to clearly defined limits: the public order restrictions of Article 18 and the mandatory provisions requirements of Article 11. Under Article 18, the law chosen by the parties may be excluded “when it is manifestly contrary to the public order of the forum.” Under Article 11, “the provisions of the law of the forum shall necessarily be applied when they are mandatory” and that the forum has discretion, when it considers it relevant, to apply the mandatory provisions of the law of another State with which the contract has close connections.

2. The Proximity Principle

The Mexico Convention also envisages a solution in cases of absence of an effective choice of law by the parties. Under Article 9, “(i)f the parties have not selected the applicable law, or if their selection proves ineffective, the contract shall be governed by the law of the State with which it has the closest ties (*i.e.*, connections),”¹⁴ a concept known as the “proximity principle.” For such purposes, “the Court will take into account all objective and subjective elements of the contract [...]” (Article 9, second paragraph). Objective elements may include the places of execution and performance of the contract, the domicile and the nationality of the parties; subjective elements may include the balance of interests, significant connections, and the characteristic performance test.¹⁵

3. General Principles of International Commercial Law

For purposes of determining the applicable law, Article 9 stipulates that the Court shall also take into account the general principles of international commercial law recognized by international organizations.¹⁶

¹³ Symeonides, Symeon C., *The Hague Principles on Choice of Law for International Contracts: Some Preliminary Comments*. [The American Journal of Comparative Law](#), Volume LXI, Fall 2013, Number 4, page 873 at 875.

¹⁴ In the Rome Convention (see below), Article 4, paragraph 1 states that “the contract shall be governed by the law of the country with which it is *most closely connected*” (emphasis added) and in the Spanish text, “el contrato se regirá por la ley del país con el que presente los vínculos más estrechos” which is the identical language used in the Spanish text of the Mexico Convention.

¹⁵ Moreno Rodríguez, José Antonio y Albornoz, María Mercedes, *Reflexiones emergentes de la Convención de México para la elaboración del futuro instrumento de La Haya en materia de contratación internacional*. [Derecho Administrativo Global](#). <http://alumnosmdag.blogspot.com/2011/04/reflexiones-emergentes-de-la-convencion.html>

¹⁶ In the Spanish version, the term is “organismos internacionales.” According to Article 30 of the Mexico Convention, the texts in each of the four languages are all equally authentic. The English term, “international organization” is more restricted, being limited to multilateral, inter-governmental organizations. The Spanish term is broader and might also include non-governmental organizations, business and professional associations.

Various international entities have crafted rules that encapsulate some of these principles that are used to fill in missing gaps in the collective body of legislation relevant to international trade and commerce. The international organizations in particular include the United Nations Commission on International Trade Law (UNCITRAL), the Hague Conference on Private International Law (HCCH) and the International Institute for the Unification of Private Law (UNIDROIT) and other international entities involved in this work include, for example the International Chamber of Commerce (ICC). Of all of these, the *UNIDROIT Principles of International Commercial Contracts* (hereinafter, the “UNIDROIT Principles”) are widely accepted as the codification of *lex mercatoria*.¹⁷ One view is that by making reference to these principles, the Mexico Convention indirectly incorporates them and serves to reinforce the “basis upon which the system of laws is adopted and codified by all commercial nations”¹⁸ and that by doing so, it also embodies *lex mercatoria* as an additional element that shall be taken into consideration, among others, to determine the applicable law. Others have concerns over the open language of Article 9 (see discussion, below).

III. The Mexico Convention in Historical Perspective

Regardless of the number of its signatories and ratifications, the Mexico Convention has been widely recognized as a significant step in the progressive development of international contract law. Given that party autonomy is such a foundational part of the Mexico Convention and represents such a fundamental change in the Americas, it may be useful to consider the development of the Mexico Convention in its historical context.

A. Early Developments

Generally speaking, a contract is an agreement entered into between parties of their own free will and with the ability to set their own terms. This “freedom of contract”¹⁹ is considered essential to enable each party to negotiate the best bargain possible and thereby preserve Adam Smith’s concept of the invisible hand and self-regulation of the marketplace. To be enforceable, of course, that contract must be made in compliance with a body of law recognized by the court or entity that would be called upon if so required. In this way, the balance is maintained between freedom of contract and the public interest. When contracts are made between parties in different jurisdictions, the question arises over which body of law should govern the contract and secondly, whether the parties have “party autonomy” to make that determination themselves.

¹⁷ Villalta Vizcarra, Ana Elizabeth, *La Convención Interamericana sobre Derecho Aplicable a los Contratos Internacionales*. Conferencia pronunciada en las Jornadas de ASADIP. Asunción, Paraguay, October 2013.

<https://socioip.files.wordpress.com/2013/12/la-convencion3b3n-interamericana-sobre-derecho-aplicable-a-los-contratos-internacionales-ana-elizabeth-villalta-viscarra.pdf>

¹⁸ Malloy, Susie A., *The Inter-American Convention on the Law Applicable to International Contracts: Another Piece of the Puzzle of the Law Applicable to International Contracts*. *Fordham International Law Journal*. Volume 19, Issue 2 1995. Article 25 at page 713.

¹⁹ In this paper, “freedom of contract” refers to the parties’ authority to set their own contractual terms, whereas “party autonomy” strictly speaking, refers to the parties’ authority to choose the law that will govern the contract. This is consistent with the approach taken in the Hague Principles, explained in the Commentary as follows: “Parties’ choice of law must be distinguished from the primary contractual arrangement (main contract). Parties may choose the applicable law in their main contract or in a separate agreement. The parties’ choice of law must also be distinguished from “forum selection clauses” or “choice of court clauses” or “arbitration clauses.” Commentary 1.6 & 1.7, page 23. However, some of the latter have been used in this paper as illustrations to evidence the general trend towards greater party “authority” over their transactions and matters related to it, including the law that governs it and how disputes should be resolved and by which courts.

In Latin America, the road towards recognition of the principle of party autonomy has been arduous and long. Although party autonomy was one of the fundamental principles of the Napoleonic Code and many of the codes that were developed from it, this was not so in Latin America, where the principle of territoriality was paramount. This principle holds that “every nation possesses an exclusive sovereignty and jurisdiction within its own territory. The direct consequence is that the laws of every state affect and bind directly all property, whether real or personal, within its territory and all persons who are resident within it, whether natural born subjects or aliens, and also all contracts made and acts done within it.”²⁰ The principle is simple and provides a single point of attachment at any given time; a person or piece of property is either inside or outside the territory and therefore only subject to one sovereign at a single point of time. This principle is well-embedded in private international law. When embarking upon a conflict of laws analysis, an initial starting point is to consider a few basic maxims, one of which is the principle of territoriality.

Certain key instruments in private international law, such as the *1889 Montevideo Treaties on Private International Law*, implicitly outlawed party autonomy.²¹ This was made more explicit in the *1940 Montevideo Treaty on International Civil Law*, which established that an international contract’s center of gravity is the place of its performance (*lex executionis*). Pursuant to Article 37 of this Treaty, the *lex executionis* governs all fundamental aspects of the contract, such as its: a) existence; b) nature; c) validity; d) effect; e) consequence; and f) performance.²² When it becomes impossible to determine the place where the contract is to be performed, the subsidiary connection factor set forth by Article 40 shall be applied, namely, the place of conclusion of the contract (*lex celebrationis*).²³ These principles provided a straightforward and clear methodology for the determination of choice of law in conflicts of laws related to contractual matters and were widely used throughout much of Latin America.

B. Developments After 1950

In the second half of the last century, there is evidence of movement away from adherence to the maxim of territoriality and the private international law principles that followed it. This appears to have taken place in Latin America while at the same time the principle of party autonomy gained broader recognition in the codification process at the international and regional levels, as illustrated below.²⁴

²⁰ Story, Joseph, *Commentaries on the Conflict of Laws*. 8th Ed., 1883.

²¹ OAS, Secretariat for Legal Affairs, Department of International Law, *Working Draft Commentary to the Mexico City Convention*. Undated, Internal Paper.

²² *Tratados de Derecho Civil Internacional, Texto de 1940*, Art. 37: La ley del lugar en donde los contratos deban cumplirse rige: a) su existencia; b) su naturaleza; c) su validez; d) sus efectos; e) sus consecuencias; f) su ejecución; g) en suma, todo cuanto concierne a los contratos, bajo cualquier aspecto que sea.

²³ *Ibid.*, Art. 40: Se rigen por la ley del lugar de su celebración, los actos y contratos en los cuales no pueda determinarse, a tiempo de ser celebrados y según las reglas contenidas en los artículos anteriores el lugar de cumplimiento.

²⁴ This is only an abbreviated review; a more comprehensive list of related documents is included in the *Commentary on the Hague Principles*, page 21.

1. UN Convention on the International Sale of Goods

The “CISG” was adopted in 1980 and entered into force in 1988. Under Article 6 parties may exclude application of the CISG and, subject to limitations, may derogate from it or vary effect of its provisions; as this may be achieved, for example, by choosing the law of a non-contracting state or the substantive domestic law of a contracting state as the law applicable to the contract, the CISG recognizes the principle of party autonomy.²⁵

Preparation of a uniform law for the international sale of goods had started much earlier, in 1930 at UNIDROIT. That early draft was submitted to the Hague Conference in 1964, which adopted two conventions, one on the international sale of goods and the other on the formation of contracts for the international sale of goods. These drafts were widely criticized at the time as reflecting primarily the legal traditions of Western Europe. In the subsequent work by UNCITRAL, which combined the subject matter of the two prior conventions, modifications were considered that might achieve wider acceptance by countries of different legal systems. The result was the CISG, to which the original signatories included states from every geographic region, stage of economic development and legal system.²⁶ Today the CISG is widely accepted with 84 parties worldwide and it is in force throughout most of the Americas.²⁷

2. Convention on the Law Applicable to Contractual Obligations

The “Rome Convention” was signed in 1980 and entered into force in 1991.²⁸ Article 3, paragraph 1, states the general rule that “a contract shall be governed by the law chosen by the parties.” Although parties to the Rome Convention are (only) the members of the European Union, and although since 2008 it has been largely replaced,²⁹ it serves as another example of the progressive codification of the principle of party autonomy.

3. UNIDROIT Principles of International Commercial Contracts

The first set of the UNIDROIT Principles was completed in 1994, which was followed by second and third editions in 2004 and 2010, respectively.³⁰ As provided in the preamble, the principles apply when the parties have agreed that their contract be governed by them or that their contract be governed by general principles of law or *lex mercatoria*³¹; party autonomy is thereby implicitly recognized. Freedom of contract is expressly recognized in Article 1.1 which states that: “the parties are free to enter into a contract and to determine its content.”

²⁵ <http://www.uncitral.org/pdf/english/texts/sales/cisg/V1056997-CISG-e-book.pdf>, paragraph 12 at page 35.

²⁶ <http://www.uncitral.org/pdf/english/texts/sales/cisg/V1056997-CISG-e-book.pdf>, paragraph 3 at page 33.

²⁷ The CISG is in force throughout the Americas with the exception of Bolivia, Venezuela, Surinam, Panama, Nicaragua, Belize, Guatemala and Costa Rica. In the Caribbean, it is in force in Cuba and Dominican Republic. www.uncitral.org

²⁸ <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=OJ:C:1998:027:TOC>

²⁹ It has been largely replaced by the Rome I Regulation.

³⁰ <http://www.unidroit.org/instruments/commercial-contracts/unidroit-principles-2010>

³¹ The preamble also provides that they may be applied when the parties have not chosen any governing law, or to interpret or supplement international instruments or domestic law.

The topic had first been included in UNIDROIT's work program in 1971 and in 1980 a working group was established that included representatives of all the major legal systems of the world; the eventual end product has been described as being a set of principles that "reflect concepts to be found in many, if not all, legal systems."³² Efforts were made to achieve consistency with the CISG and to follow that convention "with such adaptations as were considered appropriate."³³ The most recent 2010 edition has been unanimously endorsed by UNCITRAL.³⁴ UNIDROIT membership includes 13 OAS Member States (Argentina, Bolivia, Brazil, Canada, Chile, Colombia, Cuba, Mexico, Nicaragua, Paraguay, United States, Uruguay and Venezuela), whose date of membership pre-dates the 1994 Principles.³⁵ Once again, arguably, the work product reflects a consensus achieved with the participation of these States.

4. Arbitration Conventions – New York and Panama

The *Convention on the Recognition and Enforcement of Foreign Arbitral Awards*, (the 1958 "New York Convention") provides in Article II, paragraph 1, as follows: "(e)ach Contracting State shall recognize an agreement in writing under which the parties undertake to submit to arbitration all or any differences which have arisen or which may arise between them in respect of a defined legal relationship whether contractual or not, concerning a subject matter capable of settlement by arbitration."³⁶ Similarly, the *Inter-American Convention on International Commercial Arbitration*, (the 1975 "Panama Convention") provides in Article 1 as follows: "(a)n agreement in which the parties undertake to submit to arbitral decision any differences that may arise or have arisen between them with respect to a commercial transaction is valid."³⁷

Although these provisions do not specifically authorize party autonomy in respect of choice of law, such recognition, arguably, is implied. It has been noted that, "party autonomy allows the parties to choose arbitration rather than litigation; to choose the laws and make the rules which govern the arbitral proceedings; and to be reasonably confident that the arbitral award will be legally binding and enforceable."³⁸ Accordingly, the States parties to these conventions recognize the authority of parties to make a choice of "law", at least as far as arbitration is concerned. Of 34 OAS Member States, 28 have ratified the New York Convention³⁹ and 19 have ratified the Panama Convention.⁴⁰

³² <http://www.unidroit.org/instruments/commercial-contracts/unidroit-principles-1994>, page viii.

³³ *Ibid.*

³⁴ Report of the United Nations Commission on International Trade Law, Forty-fifth session (25 July-6 July 2012), General Assembly, Official Records, Sixty-seventh session, Supplement No. 17, A/67/17, page 33.

³⁵ Argentina - 1972; Bolivia - 1940; Brazil - 1940; Canada - 1968; Chile - 1951; Colombia - 1940; Cuba - 1940; Mexico - 1940; Nicaragua - 1940; Paraguay - 1940; United States - 1964; Uruguay - 1940; Venezuela - 1940). <http://www.unidroit.org/about-unidroit/membership>

³⁶ New York Convention, Article II, paragraph 1.

³⁷ Panama Convention, Article 1.

³⁸ Anderson, Winston, *The Role of Domestic Courts at the Beginning or During the Arbitral Process*, in OAS, *International Commercial Arbitration in the Caribbean: The Role of the Courts as Agents for Growth and Development*. 2014. Page 65 at 67. <http://www.graphic-ideas.com/dil/international-commercial-arbitration-in-the-caribbean/>

³⁹ The exceptions are Belize, Grenada, Guyana, Saint Kitts & Nevis, Saint Lucia and Suriname.

http://www.uncitral.org/uncitral/en/uncitral_texts/arbitration/NYConvention_status.html

⁴⁰ The exceptions are Antigua and Barbuda, The Bahamas, Barbados, Belize, Canada, Dominica, Grenada, Guyana, Haiti, Jamaica, Saint Kitts & Nevis, Saint Vincent and the Grenadines, Suriname, Trinidad and Tobago. <http://www.oas.org/juridico/english/Sigs/b-35.html>.

5. MERCOSUR – Buenos Aires Protocol

In 1994 the States parties to the Southern Common Market (MERCOSUR) agreed on the *Buenos Aires Protocol on Jurisdiction in Contractual Matters*, which in its preamble recognizes “the need to provide the States Parties' private sector with a framework of legal security that will guarantee just solutions and international harmony in judicial and arbitration related decisions associated with contracting in the context of the Treaty of Asuncion” and “the importance of adopting common rules on international jurisdiction in contractual matters” and “that, in the area of international business, contracting is the legal format of the commerce that takes place in connection with the integration process.”⁴¹ This document provides in Article 4 that “in disputes that arise in international contracts concerning civil or commercial matters, the courts of the State Party to whose jurisdiction the contracting parties have agreed in writing to submit, shall have jurisdiction, provided that this agreement has not been obtained abusively.”⁴² Once again, although this does not constitute express recognition of party autonomy insofar as a choice of governing law clause *per se*, it evidences the progressive pattern that had been emerging in the Americas.

6. Mexico Convention

At the same time as these developments, work was being undertaken at the OAS that led to the adoption of the Mexico Convention, including *inter alia* the preparatory work at the Tucson meeting of experts, as has been described above.

7. Hague Principles

The most recent development in the progression towards the embodiment of the principle of party autonomy has been the adoption of the *Hague Principles on Choice of Law in International Commercial Contracts*, discussed below.

IV. Hague Principles on Choice of Law in International Commercial Contracts

A. A Brief Overview

The instrument is a non-binding set of principles that the Hague Conference “encourages States to incorporate into their domestic choice of law regimes.”⁴³ It is expected that “(i)n this way, the Principles can guide the reform of domestic law on choice of law *and operate alongside existing instruments on the subject* (see Rome I Regulation and *Mexico City Convention* both of which embrace and apply the concept of party autonomy.)[*Emphasis added*].”⁴⁴ As provided in the preamble, they are intended to serve as a “model for national, regional, supranational or international instruments” and as a guide to “interpret, supplement and develop rules of private

⁴¹ http://www.sice.oas.org/trade/mrcsrs/decisions/AN0194_e.asp

⁴² http://www.sice.oas.org/trade/mrcsrs/decisions/AN0194_e.asp

⁴³ Hague Principles, Commentary 1.8, page 24.

⁴⁴ *Ibid.*

international law.” Work on the Hague Principles began in 2006 and as already noted, one of the sources used in the development was the Mexico Convention and the commentary makes frequent mention of it. The Hague Principles consist of a preamble and 12 articles, accompanied by explanatory article-by-article commentaries. They were completed and formally approved on March 19, 2015 and received endorsement by UNCITRAL in July, 2015.

Membership in the Hague Conference includes 12 states from Latin America (Argentina, Brazil, Chile, Costa Rica, Ecuador, Mexico, Panama, Paraguay, Peru, Suriname, Uruguay and Venezuela) plus Canada and the United States.⁴⁵

B. Scope, Application and Exclusions

Scope of Application: As noted in the preamble and in Article 1, the Hague Principles apply (only) to *choice of law* in international commercial contacts. Thus, the scope is more limited than the Mexico Convention which contains substantive provisions in addition to choice of law rules.

Secondly, for the Hague Principles to apply, two criteria must be met. The first, that the contract must be “international”, is also a requirement of the Mexico Convention.⁴⁶ The second criterion is that each party must be acting “in the exercise of its trade or profession.”⁴⁷ The Hague Principles are limited to international *commercial* contracts and specifically “do not apply to consumer or employment contracts.”⁴⁸ This is a further reduction in scope by comparison with the Mexico Convention (although see “exclusions” below).⁴⁹ In fact, it was concerns that the Mexico Convention was overly broad in scope that led to reticence on the part of some states and impetus for further work, specifically in relation to consumer protection.⁵⁰ The approach taken by the Hague Principles is clear and straightforward because they “expressly exclude from their scope certain specific categories of contracts in which the bargaining power of one party – a consumer or employee – is presumptively weaker.”⁵¹

Scope of Choice of Law: As set forth in Article 9 of the Hague Principles (and parallel to Article 14 of the Mexico Convention), the law chosen by the parties governs all aspects of the contract, including: its interpretation; rights and obligations; performance and consequences of non-performance; ways that obligations are extinguished; and consequences of nullity or

⁴⁵ <https://www.hcch.net/en/states/hcch-members>

⁴⁶ Although the definitions and approach are inverse, the result is (or should be) essentially the same. Under the Hague Principles the contract is considered international *unless* the stipulated provisions are met whereas under the Mexico Convention, the contract is considered international *if* the stipulated provisions are met. (Compare Hague Principles, Article 1(2) “a contract is international *unless* each party has its establishment in the same State and the relationship of the parties and all other relevant elements, regardless of the chosen law, are connected only with that State” and the Mexico Convention, Article 1, first paragraph.

⁴⁷ Article 1(1).

⁴⁸ Article 1(1).

⁴⁹ By contrast, under the Mexico Convention, “all” international contracts are first captured under Article 1 and then some are excluded under Article 5.

⁵⁰ Consumer protection was one of the topics selected for consideration at CIDIP-VII.

⁵¹ Hague Principles, Commentary 1.12, page 25.

invalidity.⁵² The Hague Principles add two additional itemized inclusions: burden of proof and legal presumptions and pre-contractual obligations.

Exclusions: Because the Hague Principles are limited only to international *commercial* contracts, there was no need to stipulate a similarly wide range of exclusions as in the Mexico Convention (which expressly excludes, *inter alia*, issues related to civil status; succession and testamentary matters; marital and family relationships.) Both instruments (Hague Principles, Article 1(3); Mexico Convention Article 5) exclude the law governing the following: capacity of natural persons; agreements on arbitration and choice of court; companies and insolvency. The Hague Principles also exclude trusts, proprietary effects of contracts and certain issues of agency.

C. Primary Principles

1. Party Autonomy

As stated in the introduction, “at their core, the Hague Principles are designed to promote party autonomy in international commercial contracts”⁵³ and as per Article 1 “they affirm the principle of party autonomy with limited exceptions.” The commentary notes that “many states have reached the conclusion (that) party autonomy...enhances certainty and predictability within the parties’ primary contractual arrangement and recognizes that parties to a contract may be in the best position to determine which set of principles is most suitable for their transaction.”⁵⁴ Accordingly, “party autonomy is the predominant view today. However this concept is not yet applied everywhere.”⁵⁵

Consistent with this principle, the parties may choose the law of any state or “laws that are generally accepted on an international, supranational or regional level”⁵⁶ such as the UNIDROIT Principles. They may choose the law applicable to the whole contract or only a part, different laws for different parts of the contract, and they may make or modify their choice at any time. Moreover, there need not be any connection between the law chosen and the parties or their transaction.⁵⁷

Similarly to the Mexico Convention, the limitations to party autonomy are overriding mandatory rules and public policy (*ordre public*) as outlined in Article 11.⁵⁸ Its purpose is to ensure that the choice of the law by the parties “does not have the effect of excluding certain rules and policies that are of fundamental importance to States.”⁵⁹

2. The Proximity Principle – *NOT*

⁵² These 5 items are the same as those contained in Article 14 of the Mexico Convention.

⁵³ Hague Principles, forward, page 7.

⁵⁴ Hague Principles, Commentary 1.3, page 23.

⁵⁵ *Ibid.*

⁵⁶ Hague Principles, Article 3 (unless the law of the forum provides otherwise).

⁵⁷ *Ibid.*, Article 2.

⁵⁸ The Mexico Convention contains comparable provisions in Article 11 for mandatory rules and Article 18 for public policy considerations.

⁵⁹ Hague Principles, Commentary 1.13, page 25.

However, unlike the Mexico Convention, the Hague Principles do *not* provide rules for determining the applicable law in the absence of a choice by the parties.⁶⁰ As explained in the commentary, this is because firstly, “the goal of the Principles is to further party autonomy rather than provide a comprehensive body of principles for the law determining the law applicable to international commercial contracts (and) (s)econdly, because a consensus with respect to (such rules) in the absence of choice is currently lacking.”⁶¹

3. General Principles of International Commercial Law

Article 3 of the Hague Principles state the “the law chosen by the parties may be rules of law that are generally accepted on an international, supranational or regional level....” This is described by the commentary as one of the more novel solutions offered by the Hague Principles; this is because it is more usual for such “rules of law” or “trade usage” to be incorporated by reference, rather than by means of a choice of applicable law.

By comparison, the approach taken in the Mexico Convention is the more conventional one as it provides in Article 9 that, (in those cases where the parties have not selected the applicable law or if their selection proves ineffective such that the court must determine the law of the State with which the contract has the closest connections), “(the Court) shall also take into account the general principles of international commercial law...”. The Mexico Convention also provides in Article 10 that “guidelines (or rules), customs, and principles of international commercial law as well as generally accepted commercial usage and practices” shall be applied in order to discharge the requirements of justice and equity in the resolution of a particular case.

4. Additional Provisions

The Hague Principles also include additional innovative provisions. For example, Article 5 provides that a choice of law agreement does not require any particular type of form, unless otherwise agreed by the parties. Article 6 addresses the “battle of the forms” and offers a solution when both parties have made a choice of law by the exchange of competing standard forms.

In summary, as described in the commentary, the Hague Principles may be considered “an international code of current best practice with respect to the recognition of party autonomy in choice of law in international commercial contracts, with certain innovative provisions as appropriate.”⁶² Moreover, the Hague Principles represent the latest, most definitive expression of the recognition of this principle in international law and the latest step in the progressive history that has been described above.

V. The Mexico Convention – Contribution to Domestic Legislation

⁶⁰ Hague Principles, Commentary 1.14, page 25.

⁶¹ *Ibid.*

⁶² Hague Principles, Commentary 1.15, page 25.

As has already been noted, the Mexico Convention has been ratified only by two countries. However, its influence extends beyond the number of ratifications; as was described above, it was among the sources used in the development of the Hague Principles. Secondly, it has also had an important influence on domestic legislation. The following list provides examples of these domestic provisions. Some of these examples were drawn from the response to question one in the questionnaire that was circulated to OAS Member States and that is more fully described in the next part of this paper.⁶³ That question was as follows: “*There is increasing acceptance at the international level of the principle of party autonomy in the choice of applicable law in international commercial contracts. The (Mexico Convention) embraces that principle. Is your domestic law consistent with that principle?*”

- Argentina - Article 2651 of the new Civil and Commercial Code in force August 1, 2015;⁶⁴
- Bolivia - in international contracts between private parties, but not in contracts between a private party and the state, in which the applicable law will always be the law of Bolivia;⁶⁵
- Canada - in choice of applicable law in commercial contracts; in Quebec principle is codified in Article 311 of Civil Code and in common law provinces it is recognized in case law;⁶⁶
- Chile - although not expressly stated, domestic legislation does allow party autonomy, however application in international matters will be determined by the courts and doctrinal interpretation;⁶⁷
- Dominican Republic - Law No. 544-14 on Private International Law of October 15, 2014 states that “contracts shall be governed by the law chosen by the parties by means of an express agreement” which leads to the conclusion that it is based on the principle of autonomy of choice.⁶⁸
- Jamaica - by common law;⁶⁹
- Mexico - as party to Mexico Convention and as recognized in domestic law;⁷⁰
- Republic of Panama - Law of May 8, 2014 enacting the Code of Private International Law states that the parties’ autonomy of choice shall regulate and govern international contracts, with the sole limitation of public order and fraud under the applicable law;⁷¹

⁶³ See footnote 73, *infra*.

⁶⁴ Argentina’s response to questionnaire, Part A, question 1.

⁶⁵ Bolivia’s response to questionnaire, Part A, question 1.

⁶⁶ Canada’s response to questionnaire, Part A, question 1.

⁶⁷ Chile’s response to the first questionnaire, question 2.

⁶⁸ Cited in Law Applicable to International Contracts, CJI/doc.464/14 rev.1.

⁶⁹ Jamaica’s response to questionnaire, Part A, question 1.

⁷⁰ Mexico’s response to questionnaire, Part A, question 1.

⁷¹ Cited in Law Applicable to International Contracts, CJI/doc.464/14 rev.1. Confirmed by DR’s response to questionnaire, Part A, question 1.

- Republic of Paraguay - Law No. 5,393 (January 15, 2015). This law is comprised essentially of the Hague Principles (for choice of law) and elements of the Mexico Convention (for situations where parties have not made a choice of law or the choice has not been effective);
- Venezuela - 1988 Law on Private International Law⁷²

VI. The Mexico Convention – Reflections on Its Contributions

At the 84th regular session of the Inter-American Juridical Committee held in March 2014, after a presentation by Dr. Ana Elizabeth Villalta Vizcarra on this matter, the topic of “Law Applicable to International Contracts” was included on the agenda. At the instruction of the rapporteur, the legal secretariat circulated a two-part questionnaire to OAS Permanent Missions requesting responses to Part A by OAS Member States and to Part B by academics in those States.⁷³ As of the date of this paper, the secretariat has received responses from eleven States⁷⁴ and responses from thirteen academics.⁷⁵ The secretariat has prepared both a complete compilation of those responses and a synopsis; the latter is attached as Appendix A. The following part is derived from responses to that questionnaire.

A. Party Autonomy

When academics were asked whether the Mexico Convention represented a significant step forward in modernizing and harmonizing domestic legal systems in the region, in particular with respect to provisions on conflicts of laws in international contracts, ten academic respondents answered in the affirmative.⁷⁶ Some respondents noted that although it has been ratified only by two countries, its provisions are employed by legislators and used as a model when updating domestic legislation in areas of private international law.⁷⁷ When asked whether it was beneficial for domestic legislation that the Mexico Convention embraces the principle of party autonomy, ten answered in the affirmative⁷⁸; one added that party autonomy is useful as a “default rule”⁷⁹, another added that this has the effect of encouraging more reluctant states to accept the principle⁸⁰ and another considered it beneficial for international trade.⁸¹ It was also noted that whereas Brazilian legislation does not expressly accept party autonomy in choice of law unless arbitration is selected

⁷² Cited in *Law Applicable to International Contracts*, CJI/doc.464/14 rev.1.

⁷³ An earlier questionnaire containing 20 questions was circulated in 2014 (see CJI/doc.464/14 rev.1) but only Chile and Paraguay provided a response; the second, shorter questionnaire containing Parts A (States) and B (academics) was circulated in 2015 (see CJI/doc.481/15).

⁷⁴ Argentina, Bolivia, Brazil, Canada, Chile, Jamaica, Mexico, Panama, Paraguay, Uruguay and United States of America

⁷⁵ Albornoz/González Martín, de Araujo, Fernández Arroyo, Berraz, Feldstein, Fresnedo/Operti, Fuentes, Furnish, Garro, Mauricio, Sotelo, Tiburcio, Winship. Responses submitted jointly by two academics were considered as one response. For full names/affiliation, see Appendix A.

⁷⁶ Albornoz/González Martín, Berraz, de Araujo, Feldstein, Fresnedo/Operti, Fuentes, Garro, Sotelo, Tiburcio, Winship. An additional response in the affirmative was qualified with the observation that it is not as important today as 25 years ago (Furnish).

⁷⁷ Fernández Arroyo, Feldstein, Mauricio

⁷⁸ Albornoz/González Martín, de Araujo, Fernández Arroyo, Furnish, Fuentes, Garro, Mauricio, Sotelo, Tiburcio, Winship

⁷⁹ Winship

⁸⁰ Albornoz/González Martín

⁸¹ Fernández Arroyo

as the applicable dispute resolution method, adoption of the Mexico Convention would be helpful in this matter.⁸²

When asked whether the provisions remain up-to-date and important to international contracts, eight academics responded in the affirmative⁸³, one of whom noted that although the provisions are simple, they are useful.⁸⁴ Two of these respondents added that it would be useful to introduce greater clarity in certain aspects.⁸⁵

When asked whether their domestic law was consistent with the principle of party autonomy, nine States responded in the affirmative⁸⁶ and included references or explanations (described above). Two countries responded in the negative⁸⁷ but with qualifications: in the response from Brazil was noted the exception of choice of law clauses in arbitration agreements and contracts to which the CISG applies as Brazil is party thereto; in the response from Uruguay it was explained that the law applicable to the contract is that of the place of performance, therefore such a principle would only be recognized if allowed by the law of the place of performance (*i.e.*, if performance is in another State).

B. The Proximity Principle or Closest Connections Test

Given that the Mexico Convention provides that, if the parties to a contract do not choose the applicable law (or make an ineffective choice), the applicable law shall be the one with which the contract has the closest connection, States were asked whether their domestic law is consistent with that rule. Seven States answered in the affirmative.⁸⁸ One of these, namely Bolivia, noted in its response that this rule is a provision of private international law under the Bustamante Code, to which Bolivia is party, but that the rule only applies to international contracts between private parties and not to contracts to which the State is party.⁸⁹ The United States of America responded that the applicable law varies from state to state; the Restatement (Second) of Conflict of Laws refers to the state that has “the most significant relationship to the transaction and the parties”.⁹⁰ Two States answered in the negative⁹¹; Brazil noted in its response that this was with the exception of choice of law clauses in arbitration agreements and contracts to which the UN CISG applies.⁹²

C. General Principles of International Commercial Law

⁸² de Araujo

⁸³ Alboroz/Gonzalez, de Araujo, Feldstein, Fresnedo/Operti, Fuentes, Garro, Mauricio, Tiburcio

⁸⁴ Fuentes

⁸⁵ Alboroz/Gonzalez, Fresnedo/Operti.

⁸⁶ Argentina, Bolivia, Canada, Chile, Jamaica, Mexico, Panama, United States of America. Although Paraguay did not respond directly with “yes”, an affirmative response is implicit in the fulsome response to the questionnaire in its entirety.

⁸⁷ Brazil and Uruguay

⁸⁸ Argentina, Bolivia (with qualifications), Canada, Jamaica, Mexico, Panama, and Paraguay

⁸⁹ Bolivia

⁹⁰ United States of America

⁹¹ Brazil and Uruguay

⁹² Brazil

When States were asked whether reference to general principles of international commercial law (UNIDROIT Principles) and *lex mercatoria* is important in their domestic legislation, six States answered in the affirmative⁹³ and five answered in the negative.⁹⁴

VII. The Mexico Convention – Reflections on its Limitations

Although the low rate of ratification alone is not indicative of the achievements of the Mexico Convention, nonetheless, it is worthwhile to examine possible reasons. When the question was put to States and academics, the following responses were received.

A. Language Inconsistencies

Two States⁹⁵ and two academics⁹⁶ cited inconsistencies between the official texts. Comments noted awkward English and discrepancies between the official texts in English and Spanish. Attached as Appendix B is a compendium that identifies these inconsistencies and possible clarifications.

B. Novel and Controversial Choice of Law Principles

1. Party Autonomy

Two States⁹⁷ and three academics⁹⁸ cited party autonomy. It was noted that this represents a radical shift from the traditional approach of conflict of laws predominant in civil law countries.⁹⁹ It was noted that there are two schools of thought in Brazil: the majority view is that the principle exists despite silence in the Brazilian Code because “fundamental principles cannot disappear by the simple omission of the law”, while another school of thought maintains that party autonomy does not exist in Brazilian law.¹⁰⁰ It was also pointed out that although national laws may be consistent in applying the principle of party autonomy, the law can vary significantly in terms of scope of coverage.¹⁰¹

2. The Proximity Principle or Closest Connection Test

Two academics¹⁰² cited the “closest connection” or “proximity principle. Comments noted lack of clear guidelines for judges in determining the law with the closest connection¹⁰³ and

⁹³ Jamaica, Mexico, Panama, Paraguay, Uruguay. Although the United States of America did not respond directly with “yes”, an affirmative response is implicit in the response that “international commercial practices are very important in the United States” and the examples from the Uniform Commercial Code that are provided.

⁹⁴ Argentina, Bolivia, Brazil, Canada, Chile

⁹⁵ Canada (which also included with its response a comparative table of the Spanish, English and French texts); United States of America indicated that the lack of concordance between the English and the Spanish translations has prevented US consideration.

⁹⁶ Garro, Winship

⁹⁷ Bolivia and United States of America. Bolivia indicated that the applicable law governing contracts to which the state is a party is Bolivian law; the USA (also) responded that because the range of party autonomy in the Mexico Convention is broader than in US law, ratification could meet with some resistance.

⁹⁸ Garro, Winship

⁹⁹ Fresno/Operti

¹⁰⁰ Tiburcio

¹⁰¹ Winship

¹⁰² Garro, Winship

¹⁰³ Albornoz/González Martín

similarly, that in jurisdictions unfamiliar with this concept, it would be necessary to enhance the skills of the judiciary in balancing factors before determining the applicable law.¹⁰⁴

3. General Principles of International Commercial Law

Four academics¹⁰⁵ cited lack of clarity and scope of the references to general principles or *lex mercatoria* (Article 10). Comments were made that the language is too broad and scope unclear.

C. Other

Other reasons that were suggested for the low rate of ratification included the following:

- Lack of “reasonable relation” requirement – One academic noted that under U.S. law, if the contract falls within the substantive scope of the U.S. Uniform Commercial Code (UCC) the applicable law chosen by the parties must have a reasonable relation to the transaction and as the Mexico Convention does not have such a requirement, some groups may oppose ratification.¹⁰⁶
- Inconsistency with domestic law – One State response noted that the applicable law governing contracts to which the State is a party must be its own domestic law.¹⁰⁷
- Absence of domestic legislation for international contracts – One State response cited its own lack of internal domestic legislation in the subject matter.¹⁰⁸
- Requirement for stakeholder consultation and/or study – Four State responses cited the need for further consultation or study at the domestic level.¹⁰⁹ One State (Brazil) response noted that consultation would be required in particular with respect to consumer protection.
- Ignorance of benefits and lack of dissemination – One State response¹¹⁰ and three academics¹¹¹ noted lack of awareness about the potential benefits, either at the time of its development or currently. The suggestion was made that there has been insufficient debate in open forums of academic exchange so that it remains unknown in both domestic and international jurisprudence and doctrine.¹¹²
- Lack of local champion or political will – Two academics¹¹³
- Lack of stakeholder interest - Two State responses indicated absence of expressions of interest for stakeholders.¹¹⁴ One (Argentina) noted that even independently of the Mexico Convention, it appears that international instruments dealing with choice of law (such as the Hague Convention) do not raise enough interest to attract the necessary impetus to ensure universality.

¹⁰⁴ Garro

¹⁰⁵ Albornoz/González Martín, Fernández Arroyo, Fresnedo/Operti, Winship

¹⁰⁶ Winship

¹⁰⁷ Bolivia

¹⁰⁸ Jamaica

¹⁰⁹ Brazil, Chile, Jamaica, Panama

¹¹⁰ Paraguay

¹¹¹ Feldstein, Mauricio, Sotelo

¹¹² Feldstein

¹¹³ Berraz, Fuentes

¹¹⁴ Canada and Argentina

- Inertia – One academic considered the Mexico Convention to have been superseded by subsequent events, *e.g.*, that arbitration has, to a large degree, negated the need for a convention on the law applicable to the written contract.¹¹⁵

VIII. The Mexico Convention and the Way Forward

These reflections on both the contributions of the Mexico Convention together with its limitations may serve to be helpful in guiding the way forward. At this point in time, the focus should be on determining the most effective actions that will advance the development of international contract law in the Americas. There are several options for consideration.

A. Reform of the Mexico Convention

When academics were asked whether specific amendments to the Mexico Convention are necessary, seven answered in the negative.¹¹⁶ One responded in the affirmative and suggested that clarification is required on a number of provisions.¹¹⁷ Another responded that clarification of certain provisions (*i.e.*, *lex mercatoria* and Articles 9 and 10) may make it more acceptable to more States¹¹⁸ while another noted the lack of (and need for) provisions for consumer protection.¹¹⁹

B. Incorporation into a Model Law

When academics were asked whether it would be useful to include the guiding and informative principles of the Mexico Convention into a model law, seven answered in the affirmative.¹²⁰ Two consider that it already serves as such a model¹²¹ and another noted that model laws have generally had success in the Latin American context.¹²² It was thought that by incorporating the principles into a model law the exercise could serve as a good opportunity to make corrections¹²³ but that such an exercise should take into account both the Mexico Convention and the Hague Principles.¹²⁴ It was noted that such a drafting exercise could be a way to stimulate renewed interest in the subject and promote further debate¹²⁵ however, caution was expressed against the practice of “copy and paste” without thorough scrutiny of international standards.¹²⁶ One suggestion was that as a first step it would be prudent to become informed on which States plan to reform their respective legislation in this area and if they would give effect to such a model law.¹²⁷ Another noted that an active policy of the OAS recommending that its Member States consider the implementation of major provisions of the Mexico Convention into their domestic legislation may be equally effective and less costly.¹²⁸

¹¹⁵ Furnish

¹¹⁶ Berraz, Feldstein, Furnish, Garro, Mauricio, Tiburcio, Winship

¹¹⁷ Fresnedo/Operti

¹¹⁸ Albornoz/González Martín

¹¹⁹ de Araujo

¹²⁰ Albornoz/González Martín, Fernández Arroyo, Fuentes, Garro, Sotelo, Tiburcio, Winship

¹²¹ Albornoz/González Martín, Feldstein

¹²² Furnish

¹²³ Albornoz/González Martín

¹²⁴ Canada (the response from Canada also included answers to some of the questions in Part B).

¹²⁵ Fuentes, Garro

¹²⁶ Mauricio

¹²⁷ Albornoz/González Martín

¹²⁸ Fernández Arroyo

Two academics answered in the negative¹²⁹ and recommended instead that the OAS should support adoption of the Hague Principles, noting that it would not be wise to have a different set of principles for the same subject, especially as many Latin American countries are active participants at the Hague Conference.¹³⁰ Another view expressed was that given the low rate of ratification of the Mexico Convention, there is no reason to believe a model law would have any other outcome.¹³¹

C. Clarification

Some academics and States indicated that in order to gain wider acceptance of the Mexico Convention, clarifications would be required. For example, it was suggested that the meaning of *lex mercatoria* be clarified and whether parties can choose *lex mercatoria* as their governing law, that greater consistency be adopted in the way the term is referenced (*e.g.*, in Articles 9 and 10) and that the qualifier “principles of *lex mercatoria* **accepted by international organizations**” [emphasis added] be clarified.¹³²

D. Dissemination

When States were asked whether it would be useful for the OAS to convene a meeting of government and private experts to discuss the Mexico Convention, its provisions and the benefits that could be achieved by widespread ratification and implementation among Member States, nine States responded in the affirmative.¹³³ Comments included suggestions that such discussion should also include possible amendments to the text (Canada). Two States expressed concerns over lack of available funding to send representation to such meetings.¹³⁴ One State responded in the negative, stating that, in general, international instruments dealing with choice of law do not generate enough interest.¹³⁵

When States were asked whether it be useful to disseminate to OAS Member States information about the potential benefits of the Mexico Convention and other Inter-American conventions on private international law that promote cross-border trade in the region, ten States answered in the affirmative.¹³⁶ One State response included the suggestion that this be done in conjunction with promotion of other global models on same subject¹³⁷; another response indicated that such information about potential benefits would be useful to inform the internal consultation process so that consideration can be given to signing and ratification of these conventions.¹³⁸

When academics were asked a similar question as to whether it would be useful to embark on an extensive effort to disseminate the Mexico Convention along with other Inter-American

¹²⁹ de Araujo, Fresnedo/Operti

¹³⁰ de Araujo

¹³¹ Fresnedo/Operti

¹³² Albornoz/González Martín

¹³³ Brazil, Canada, Chile, Jamaica, Mexico, Panama, Paraguay, Uruguay, Unites States of America

¹³⁴ Brazil, Jamaica

¹³⁵ Argentina

¹³⁶ Bolivia, Brazil, Canada, Chile, Jamaica, Mexico, Panama, Paraguay, Uruguay, United States of America

¹³⁷ Canada

¹³⁸ Jamaica

conventions on private international law, eleven academics responded in the affirmative.¹³⁹ Some noted that the hard work of dissemination and explanation of potential benefits is, in fact, what is required.¹⁴⁰ It was also noted that this would be the right time for such an initiative, with the suggestion that if the prevailing trend towards the internalization of the rules of private international law continues, then there will be less motivation for States to support harmonization efforts through the implementation of conventions.¹⁴¹ Another pointed out that a convention once adopted cannot simply be left alone and that it is crucial to carry out routine post-convention meetings in order to discuss practical issues and recurring problems. As an example the Hague Conference was cited, which carries out such meetings every five years. It was pointed out that these meetings enhance knowledge of the documents and how they are best applied, which helps strengthen international cooperation, especially among central authorities.¹⁴² Others pointed out that, given the scarcity of OAS resources, such an effort should be selective and rely more on industry and business constituencies and their legal advisors, who will ultimately benefit from the application of these conventions;¹⁴³ it was suggested that any attempt to disseminate OAS texts be coordinated with the work of other international or intergovernmental bodies that have a similar desire to promote trade and investment in the region (*i.e.*, UNCITRAL, UNIDROIT, the Inter-American Development Bank and the World Bank Group).¹⁴⁴

Asked whether such efforts might be received more positively, given the progress on arbitration that has been made in recent years and because current conditions have changed since 1994, two States responded in the affirmative, one of which (Chile) suggested this was so both for those States in which there has been evolution in the law on arbitration and those where there has not.¹⁴⁵

Asked whether more wide-spread implementation of the Mexico Convention (as well as other Inter-American conventions in private international law) would help improve cross-border trade and strengthen regional integration, eleven academics answered in the affirmative.¹⁴⁶ One cautioned that the OAS would do well to review which, out of the many Inter-American conventions that have not gained wide acceptance, would be worth resuscitation with a realistic prospect of possible adoption¹⁴⁷; another noted that effective implementation would require additional efforts, such as education for financial and commercial enterprises and for professionals.¹⁴⁸ It was also noted that the same effect can occur without ratification, to the extent that States can adopt the solutions offered by these conventions in their domestic legislation, which, in fact, is what has happened in many cases.¹⁴⁹

¹³⁹ de Araujo, Fernández Arroyo, Berraz, Feldstein, Fresnedo/Operti, Fuentes, Furnish, Mauricio, Sotelo, Tiburcio, Winship

¹⁴⁰ Garro, Mauricio

¹⁴¹ Mauricio

¹⁴² de Araujo

¹⁴³ Garro

¹⁴⁴ Winship

¹⁴⁵ Chile and Paraguay. This question was included only in the first questionnaire, which was answered only by Chile and Paraguay. The question was not included in the abbreviated questionnaire that was answered by the other States.

¹⁴⁶ Alborno/González Martín, Fernández Arroyo, Feldstein, Fresnedo/Operti, Fuentes, Furnish, Garro, Mauricio, Sotelo, Tiburcio, Winship

¹⁴⁷ Garro

¹⁴⁸ Winship

¹⁴⁹ Fernández Arroyo

E. Further Study

In terms of possible future work, the following suggestions were made with a view towards bringing clarity to these issues and thereby achieve greater uniformity:

- Clarify and establish the rules that are to be applied to support the finding of an agreement on choice of law;¹⁵⁰
- Clarify the rules of public policy that should limit the enforceability of choice of law terms agreed to by the parties;¹⁵¹
- Conduct an analytical study of domestic laws of the region and rules of private international law governing international contracts to confirm which States already adhere to the principle of party autonomy.¹⁵²

IX. Conclusions and Recommendations

This paper has reviewed the progressive history of the development of international contract law and the contributions of the Mexico Convention within that process and towards the development of domestic legislation. In addition, responses received from OAS Member States and academics from within the region have also been taken into consideration. Subsequent reflections have led to the development of the following recommendations which are being presented for discussion and further consideration.

Recommendations:

1. Encourage OAS Member States to consider adhesion to or ratification of the *Inter-American Convention on the Law Applicable to International Contracts* (the “Mexico Convention”).

- It has been widely acknowledged and verified once again by the responses received from OAS Member States and academics from the region, that the Mexico Convention has made valuable contributions to the development of the law of contract in the hemisphere. In the twenty years since its adoption, many of its principles, in particular the principle of party autonomy, have gained acceptance throughout the region and become enshrined in the domestic laws of a number of OAS Member States.
- The advantages of the principle of party autonomy are significant and help reduce uncertainty in the international law of contract. In international trade and commerce, the contract is a predominant legal vehicle. Adopting common principles in the international law of contract would help to provide the private sector with a legal framework will provide legal certainty and thereby promote trade and commerce in the region, which will thereby further advance economic integration and development.

¹⁵⁰ Winship. Parties may make an explicit agreement on the choice of law or this agreement may be implicit; it would be helpful – for both cases - to outline how the determination of such an agreement may be made.

¹⁵¹ *Ibid.* Although it is widely acknowledged that choice of law cannot be contrary to public policy, which rules and how such a determination can be made is not as clear.

¹⁵² Sotelo

2. Encourage OAS Member States to consider endorsing the *Hague Principles on Choice of Law in International Commercial Contracts* (“Hague Principles”).

- The Hague Principles are the most recent international instrument in the progressive development of the international law of contract. This soft law instrument is consistent with and builds upon the Mexico Convention.

3. Encourage OAS Member States to consider both the *Inter-American Convention on the Law Applicable to International Contracts* and the *Hague Principles on Choice of Law in International Commercial Contracts* and to incorporate into their domestic law regimes such of these principles and in such manner as may be appropriate for the circumstances of each State.

- The Mexico Convention and the Hague Principles are complementary to each other and reinforce primary principles in the international law of contract, in particular, the principle of party autonomy. The recently enacted legislation in the field of contract law by Paraguay can be held up as an example of complementarity for consideration by other OAS Member States.

4. Request funding to enable the OAS Secretariat for Legal Affairs to disseminate information about the Mexico Convention and the Hague Principles to OAS Member States to encourage implementation of the above three recommendations.

- Ongoing educational efforts are required to promote awareness about the advantages to be gained through adherence to these international legal instruments.

5. Suggest that the Inter-American Juridical Committee adopt a resolution endorsing the *Hague Principles on Choice of Law in International Commercial Contracts* and recommending that OAS Member States consider both the *Inter-American Convention on the Law Applicable to International Contracts* and the *Hague Principles on Choice of Law in International Commercial Contracts* and to incorporate into their domestic law regimes such of these principles and in such manner as may be appropriate for the circumstances of each State.

APPENDIX A

RESPONSES TO QUESTIONNAIRE ON THE IMPLEMENTATION OF THE INTER-AMERICAN CONVENTIONS ON PRIVATE INTERNATIONAL LAW

SYNOPSIS

The following document is a synopsis of the responses received from the Permanent Missions to the OAS. An initial questionnaire containing 20 questions was circulated in 2014 (see CJI/doc.464/14 rev.1) to which the Governments of Chile and Paraguay provided responses; the second, shorter questionnaire containing Parts A (States) and B (Academics) was circulated in 2015 (see CJI/doc.481/15) to which the Governments of the following nine States provided responses: Argentina, Bolivia, Brazil, Canada, Jamaica, Mexico, Panama, Uruguay and United States of America. The first questionnaire contained questions similar to those in the shorter, second version and insofar as possible, the responses of Chile and Paraguay have been incorporated into the synopsis below.

The questions contained in the second, shorter questionnaire have been included below; all 20 questions in the first questionnaire can be found in the aforementioned document (see CJI/doc.464/14 rev.1). The full responses to both questionnaires virtually in their entirety may be found in the reports by the rapporteur for the topic, *Law Applicable to International Contracts* (see CJI/doc.487/15 rev.1).

PART A. STATES

QUESTION 1

There is increasing acceptance at the international level of the principle of party autonomy in the choice of applicable law in international commercial contracts. The 1994 Inter-American Convention on the Law Applicable to International Contracts (known as the Mexico City Convention) embraces that principle. Is your domestic law consistent with that principle?

Countries that responded “yes” – Argentina (expressly stated in Article 2651 of the new Civil and Commercial Code in force August 1, 2015); Canada (in choice of applicable law in commercial contracts; in Quebec principle is codified in Article 311 of Civil Code and in common law provinces it is recognized in case law); Jamaica (by common law); Mexico (as party to Convention and as recognized in its domestic law; Panama (as long as it does not contravene the law and public interest); Bolivia (in international contracts between private parties, but not in contracts between a private party and the state, in which the applicable law will always be the law of Bolivia); Chile (although not expressly stated, domestic legislation does allow party autonomy, however application in international matters will be determined by the courts and doctrinal interpretation); USA (but party autonomy is not applied as broadly as in the Mexico Convention. Conflict of laws in the United States is largely state law, with the result that each of the 50 states has its own doctrines; most of the states are substantially similar in their approaches but are not identical). Although Paraguay did not indicate yes or no, an affirmative can be inferred from a fulsome response to the questionnaire.

Countries that responded “no” – Brazil (with the exception of choice of law clauses in arbitration agreements and contracts to which the CISG applies, to which Brazil is party); Uruguay (the law applicable to the contract is that of the place of performance, therefore such a principle would only

be recognized if allowed by the law of the place of performance - *i.e.*, if performance is in another country).

QUESTION 2

The Convention also provides that, if the parties to a contract do not choose the applicable law (or make an ineffective choice), the applicable law shall be the one with which the contract has the closest ties. Is your domestic law consistent with that rule?

Countries that responded “yes” – Argentina, Canada, Jamaica, Mexico, Panama; Bolivia (this provision is a provision of private international law established in the Bustamante Code to which Bolivia is party, but it only applies to international contracts between private parties and not to contracts to which the state is party); Paraguay (however, the Paraguayan law does not include the last part of paragraph 2 of Article 9 of the Mexico Convention, that “the general principles of international commercial law recognized by international organizations” shall be taken into account); USA did not state “yes” or “no” but that (the applicable law varies from state to state. The Restatement (Second) of Conflict of Laws refers to the state that has “the most significant relationship to the transaction and the parties”).

Countries that responded “no” – Brazil (with the exception of choice of law clauses in arbitration agreements and contracts to which the CISG applies, to which Brazil is party); Uruguay (the law applicable to the contract is that of the place of performance); Chile (that would require a new rule; if a contract is to be performed in Chile, regardless where it was executed, it will be subject to the law of Chile).

QUESTION 3

*A novel aspect of the Inter-American Convention on the Law Applicable to International Contracts is that it takes into account the general principles of international commercial law (UNIDROIT principles), as well as *lex mercatoria*. Are references to them important for your country's legislation?*

Countries that responded “yes” – Jamaica (general principles of *lex mercatoria* that form part of the common law are reflected in Carriage of Goods Act); Panama (legislation and jurisprudence refers to both – and the specific provisions are provided); Paraguay (however, it is a new tendency in legislation); Uruguay (accepts the UNIDROIT principles, having signed and ratified conventions such as the CISG); Mexico (it is important to take into account and apply the UNIDROIT Principles, *lex mercatoria*, as well as the Hague Principles on international contracts); USA did not state “yes” or “no” but that (international commercial practices are very important in the US – examples given are UCC ss 1-302 which allows parties to incorporate international standards (such as UNIDROIT principles or trade codes) and ss 1-303 that contracts be interpreted in light of *inter alia*, “usages of trade”).

Countries that responded “no” – Canada (legislation does not refer to either); Bolivia (does not have any legislation that makes explicit reference to either, but if parties agree to use the principles, then the law will respect that choice); Brazil (refers to previous answers which explain that with the exceptions of arbitration and CISG, Brazilian law does not permit party autonomy); Argentina (not influential enough to become universal principles); Chile (gives the court that is to determine the applicable law more tools with which to identify basic uniform elements of the contract).

QUESTION 4

If your country has not yet signed or ratified the Mexico City Convention, what specific issues or problems prevent that from occurring? Are there any amendments to the convention needed to resolve those issues or problems?

Language discrepancies and issues related to grammar and syntax - (Canada - included a comparative table of three linguistic versions); lack of concordance between English and Spanish translations – (USA)

Inconsistency with domestic law – (Bolivia - the applicable law governing contracts to which the state is a party is Bolivian law); (USA – range of party autonomy in Mexico Convention is broader than in US law)

Stakeholders in business and legal communities have not expressed strong interest – (Canada)

No specific domestic legislation dealing with international contracts – (Jamaica)

Independently of the Mexico Convention, international instruments dealing with choice of law do not raise enough interest to attract the necessary ratifications to ensure universality – (Argentina)

Stakeholder consultations and/or analysis & studies are required at domestic level – (Chile, Jamaica, Panama, Brazil - especially with special attention to consumer protection).

Signed the convention and its ratification is still in process – (Uruguay)

Misinformation or lack of information at that time – (Paraguay)

States of the Americas should be encouraged to ratify the Mexico Convention and incorporate its provisions through the adoption of domestic legislation that reflects its spirit, as was done by the enactment of Law 5393/15 – (Paraguay)

QUESTION 5

Would it be useful for the OAS to convene a meeting of government and private experts to discuss the Convention, its provisions and the benefits which would be achieved by widespread ratification and implementation among OAS Member States? Would your government send a representative?

Countries that responded “yes” – Chile, Mexico, Panama, Paraguay, Uruguay, USA, Canada (and to include discussion on possible amendments to the text); Jamaica (but suggests information be shared in written form, due to lack of funds to send representative); Brazil (but representation depends on available budget).

Countries that responded “no” – Argentina (international instruments dealing with choice of law do not raise enough interest to attract the necessary ratifications to ensure universality); Bolivia (relevance of such a meeting and our participation would be determined by Ministry of Foreign Affairs)

QUESTION 6

Would it be useful to disseminate the potential benefits to OAS member states of the Inter-American Convention on the Law Applicable to International Contracts and of other Inter-American conventions on private international law that promote cross-border trade in the region and regional integration process, so that the OAS member states can take advantage of and benefit from the novel solutions put forward in those conventions?

Countries that responded “yes” – Bolivia, Brazil, Chile, Panama, Paraguay, Uruguay, USA; Canada (in conjunction with promotion of other global models on same subject); Jamaica (information on potential benefits would be useful to inform the internal consultation process to consideration can be given to signing and ratification of these conventions); Mexico (not only useful but necessary).

Countries that responded “no” – Argentina (international instruments dealing with choice of law do not raise enough interest to attract the necessary ratifications to ensure universality).

PART B. ACADEMICS

Responses from the following academics were received from the corresponding Permanent Missions to the OAS.

María Mercedes **Albornoz** /Nuria **González Martín** (Mexico) (joint response)

Diego **Fernández Arroyo** (Argentina)

Nadia **de Araujo** (Brazil)

Carlos **Berraz** (Argentina)

Sara **Feldstein** de Cárdenas (Argentina)

Cecilia **Fresnedo** (Uruguay)/ Didier **Operti** Badán (Uruguay) (joint response)

José Marín **Fuentes** (Colombia)

Dale **Furnish** (United States of America)

Alejandro **Garro** (Argentina)

Aníbal **Mauricio** (Dominican Republic)

Sara **Sotelo** (Peru)

Carmen **Tiburcio** (Brazil)

Peter **Winship** (United States of America)

QUESTION 1

Why has the 1994 Inter-American Convention on the Law Applicable to International Contracts (“the Mexico City Convention”) not (yet) been widely accepted (ratified) by OAS Member States? What problems (if any) prevent ratification by your own government?

1) language inconsistencies (Garro – awkward English; Winship - discrepancies between the English-language and Spanish-language final texts).

2) Novel and controversial choice of law principles

a) party autonomy (Garro, Fresnedo/Operti - represents a radical shift from the traditional approach of conflict of laws predominant in the civil law countries; Tiburcio – two schools of thought in Brazil – the majority view is that the principle exists despite silence in the Brazilian

Code because “fundamental principles cannot disappear by the simple omission of the law”, while another school of thought maintains that party autonomy does not exist in Brazilian law)

b) “closest-ties” default rule (Garro – jurisdictions unfamiliar with concept may need to enhance judges’ skills in balancing factors before determining the applicable law; Albornoz/González Martín - lack of clear guidelines that a judge must follow to determine the law with the closest connection)

c) lack of “reasonable relation” requirement (Winship – the applicable law chosen by the parties must have a reasonable relation to the transaction if the contract falls within the substantive scope of the Uniform Commercial Code (UCC). Mexico Convention does not have such a requirement; thus, some groups may oppose ratification)

3) Lack of clarity and scope of *lex mercatoria* (Article 10) – (Albornoz/González Martín, Fernández Arroyo, Fresnedo/Operti, Winship - language too broad and scope unclear)

4) Ignorance of its benefits, lack of dissemination – (Berraz, Mauricio, Sotelo, Feldstein - insufficient debate in open forums of academic exchange, unknown in the domestic and international jurisprudence and doctrine)

5) Lack of local champion (Fuentes); bureaucracy (Berraz)

6) Inertia (Furnish)

7) Superseded by other events - e.g. Arbitration has, to a large degree, negated the need for a convention on the law applicable to the written contract (Furnish)

QUESTION 2

Are any specific amendments needed to make the Convention acceptable?

No (Berraz, Furnish, Garro, Mauricio, Tiburcio, Winship – if any further work is to be done, would urge soft law – Model Law or statement of principles; Feldstein- the convention was very advanced for its time and remains up to date)

Clarification (*lex mercatoria* and Articles 9 and 10) may make it more acceptable to more states (Albornoz/González Martín)

Lack of provisions for consumer protection (de Araujo)

Yes (Fresnedo/Operti – clarification on the cases of which applicable law, and, in absence of a choice of law clause, the “closest connections” of the contract and clear guidelines for judges to make this determination - gives several examples of areas that need clarification)

QUESTION 3

There is growing international acceptance of the Principle of Party Autonomy in choice of law applicable to international contracts. The Inter-American Convention on the Law Applicable to International Contracts or Mexico City Convention of 1994 embraces that principle. Is that beneficial for the states’ legislation?

Yes (Fernández Arroyo, Fuentes, Furnish, Garro, Mauricio, Sotelo, Tiburcio; de Araujo – Brazilian legislation does not expressly accept party autonomy in choice of law unless arbitration is selected

for dispute settlement and adoption of Mexico Convention would be helpful in this matter; Winship – party autonomy is useful as a default rule and if further work is to be undertaken, would urge attention to defining when there is an enforceable agreement on the applicable law (*i.e.*, what rules apply to support the finding agreement on choice of law) and what rules of public policy should limit the enforceability of choice-of-law terms agreed to by the parties; Albornoz/González Martín - has the effect of “pushing” the more reluctant states to accept the principle, a principle that enjoys almost universal acceptance; Feldstein – provides certainty for business persons (in that potential dispute resolution is addressed in advance); Fresnedo/Operti – party autonomy is a possible formula for a solution to a conflict of laws, however it isn’t a principle, because otherwise, it wouldn’t need to be expressly stated in the law, nonetheless, the Mexico Convention proposes a solution of positive law that over time can perhaps merit a new convention or protocol; Berraz- it overcomes the problem of generality created by the legislator, enabling issues specific to the business to be addressed more precisely)

QUESTION 4

Do you agree that the Convention represents a significant step forward in modernizing and harmonizing domestic legal systems with the OAS, in particular with respect to their provisions on conflicts of laws in international contracts?

Yes (Albornoz/González Martín, Berraz, de Araujo, Feldstein, Fuentes, Garro, Sotelo, Tiburcio, Winship)

Yes, and although ratified only by 2 countries, its provisions are employed by legislators and used as a model when updating domestic legislation in matters of PIL (Feldstein, Mauricio)

Maybe still today, but not as important as 25 years ago (Furnish)

No – (Fernández Arroyo - because of the low rate of ratification; however, it has been used as a tool for some legislators in Latin America; Fresnedo/Operti - it hasn’t provided technical solutions to most of the questions and concerns)

QUESTION 5

Venezuela’s 1988 Law on Private International Law based some of its provisions on the Inter-American Convention on the Law Applicable to International Contracts. The principles of the Convention are also reflected in the Republic of Panama’s Law of May 8, 2014, the Dominican Republic’s Law No. 544-14 (October 15, 2014) and Republic of Paraguay’s Law No. 5,393 (January 15, 2015). Do you agree that the spirit of the Convention’s provisions remain up-to-date and of importance to contemporary international contracting?

Yes (de Araujo, Feldstein, Garro, Mauricio, Tiburcio; Fuentes – even though the provisions are simple, they are useful)

National laws are consistent in applying principle of party autonomy, but vary significantly in terms of scope of coverage (Winship)

Yes, in general, but it would be useful to introduce greater clarity in certain aspects (Albornoz/González Martín, Fresnedo/Operti)

OAS should conduct an analytical study of domestic laws of the region and rules of private int law governing international contracts to confirm which have already included the principles of party autonomy (Sotelo)

Doesn't have the immediacy it had 25 years ago (Furnish)

Concerns that the expansion of the internalization of PIL rules conflicts with the international unification process (Mauricio)

Since its inception, the convention has had multiple technical errors in the meaning of certain terms; however, the necessary amendments can be made with the hope of solving these problems (Fresnedo/Operti)

QUESTION 6

It has been said that one of the principal sources of the Hague Principles on Choice of Law in International Contracts was the Inter-American Convention on the Law Applicable to International Contracts. Do you agree with that statement?

Yes (Albornoz/González Martín, Fernández Arroyo, Berraz, Feldstein, Garro, Fresnedo/Operti, Furnish, Mauricio; Fuentes – among others such as the UNIDROIT Principles and the European Principles of Contracts, Canada¹⁵³ – it was among the sources used)

QUESTION 7

Would it be useful to include the guiding and informative principles of the Inter-American Convention on the Law Applicable to International Contracts in a model law (framework law) so that member states can use it when preparing draft domestic legislation?

Yes (Sotelo, Tiburcio; Winship – see answer to question 3; Fuentes, Garro - especially if the drafting exercise is able to stir renewed interest in the subject and to promote further debate about alternative ways to harmonize criteria on this topic; Fernández Arroyo – especially as it is difficult to change a convention; Albornoz/González Martín – opportunity to improve and adjust)

If so, take into account both the Convention and the Hague Principles on Choice of Law in International Contracts (Canada)

An active policy of the OAS recommending to its member states to consider the implementation of major provisions of the Convention into their domestic legislation may be equally effective and less costly (Fernández Arroyo)

Already serves as a model (Albornoz/González Martín, Feldstein)

Cautions against the practice of “copy and paste” without thorough scrutiny of international standards (Mauricio)

¹⁵³ The Government of Canada also responded to some of the questions in Part B.

No (de Araujo – OAS should support adoption of the Hague Principles; unwise to have a different set of principles for the same subject, especially as the Latin American countries are active participants in the Hague Conference)

No (Fresnedo/Operti – the preparation of domestic laws is an attribute of every state, however, developing a Model Law out of the Mexico Convention to be used by states as a model or point of reference for their domestic international private laws would be recommended. Given that the convention itself has failed in its ratification process, there is no reason to believe a model law would have any other outcome.)

QUESTION 8

Do you agree with the idea that a broad interpretation of the Inter-American Convention on the Law Applicable to International Contracts, as well as other Inter-American Conventions on Private International Law, would help improve cross-border trade in the region and strengthen regional integration processes?

Yes (Albornoz/González Martín, Fernández Arroyo, Feldstein, Fuentes, Furnish, Mauricio, Sotelo, Tiburcio); Garro - but OAS would do well to review which, out of the many Inter-American Conventions that have failed to gain wide acceptance, are worth being resuscitated with a realistic prospect of possible adoption; Winship – however, effective implementation will require additional efforts, such as education for financial and commercial enterprises and professionals; Fresnedo/Operti - as long as this isn't applied exclusively to the Mexico Convention, but to others as well.

QUESTION 9

Forty years after the first Inter-American specialized conferences on private international law in Panama, would it be useful to embark on an extensive effort to disseminate the Inter-American Convention on the Law Applicable to International Contracts, along with other inter-American conventions adopted in connection with the CIDIPs, so that the OAS member states can take advantage of and benefit from the novel solutions put forward in those conventions?

Yes (Albornoz/González Martín, Fernández Arroyo, Berraz, de Araujo, Feldstein, Fuentes, Furnish, Mauricio, Sotelo, Tiburcio, Winship); Fresnedo/Operti - it should be used to strengthen such conventions, many of which are unknown or considered unworthy.

Crucial to carry out routine post-convention meetings in order to discuss practical issues and recurring problems. The Hague Conference, for example, carries out these meetings every 5 years. These meetings enhance the knowledge of the documents and how they are best applied, helping to strengthen the international cooperation, especially among central authorities (de Araujo)

Bear in mind limited resources & coordinate efforts with other int'l orgs (Garro, Winship)

APPENDIX B

INTER-AMERICAN CONVENTION ON THE LAW APPLICABLE TO INTERNATIONAL CONTRACTS

Reconciliation between the Spanish, English and French Texts

(PART A – English)

CONVENCIÓN INTERAMERICANA SOBRE DERECHO APLICABLE A LOS CONTRATOS INTERNACIONALES

La reconciliación entre los Textos Español, Inglés y Francés

(PARTE A - Inglés)

COMMENTARY:

Legibility – Level 1: Recommended reading in order to clarify meaning and/or for improved consistency between the texts.

Legibility – Level 2: Although not required, suggested reading for clarification.

Differences in Meaning: In three instances the meaning is clear but different as between the language versions, or unclear in more than one language.

Note: Minor differences in language that do not hamper understanding have not been highlighted. Annotations have not been provided. It was thought these suggested readings could be helpful to promote the use of the texts to further advance the development of the law applicable to international contracts in the Americas.

COMENTARIO:

Legibilidad - Nivel 1: Se recomienda la lectura para aclarar el significado y/o mejor la consistencia entre los textos.

Legibilidad - Nivel 2: Aunque no es necesario, lectura sugerida para aclaración.

Diferencias en Significado: En los tres casos el significado es claro, pero hay diferencias entre las versiones lingüísticas, o poco clara en más de un idioma.

Nota: Las pequeñas diferencias de lenguaje que no dificulten la comprensión no se han puesto de relieve. No se han proporcionado anotaciones. Se pensaba estas lecturas sugeridas podrían ser útiles para promover el uso de los textos para seguir avanzando en el desarrollo del derecho aplicable a los contratos internacionales en las Américas.

ORIGINAL SPANISH	ORIGINAL ENGLISH	DIL RECOMMENDED READING
<p align="center">CONVENCIÓN INTERAMERICANA SOBRE DERECHO APLICABLE A LOS CONTRATOS INTERNACIONALES</p>	<p align="center">INTER-AMERICAN CONVENTION ON THE LAW APPLICABLE TO INTERNATIONAL CONTRACTS</p>	<p align="center">INTER-AMERICAN CONVENTION ON THE LAW APPLICABLE TO INTERNATIONAL CONTRACTS</p>
<p><i>Suscrita en México, D.F., México el 17 de marzo de 1994, en la Quinta Conferencia Especializada Interamericana sobre Derecho Internacional Privado (CIDIP-V)</i></p>	<p><i>Signed at Mexico, D.F., Mexico, on March 17, 1994, at the Fifth Inter-American Specialized Conference on Private International Law (CIDIP-V)</i></p>	<p><i>Signed at Mexico, D.F., Mexico, on March 17, 1994, at the Fifth Inter-American Specialized Conference on Private International Law (CIDIP-V)</i></p>
<p>Estados Partes de esta Convención,</p> <p>REAFIRMANDO su voluntad de continuar el desarrollo progresivo y la codificación del derecho internacional privado entre Estados miembros de la Organización de los Estados Americanos;</p> <p>REITERANDO la conveniencia de armonizar las soluciones de las cuestiones relativas al comercio internacional;</p> <p>CONSIDERANDO que la interdependencia económica de los Estados ha propiciado la integración regional y continental, y que para estimular este proceso es necesario facilitar la contratación internacional removiendo las diferencias que presenta su marco jurídico,</p> <p>HAN CONVENIDO aprobar la siguiente Convención:</p>	<p>The States Parties to this Convention,</p> <p>REAFFIRMING their desire to continue the progressive development and codification of private international law among member States of the Organization of American States;</p> <p>REASSERTING the advisability of harmonizing solutions to international trade issues;</p> <p>BEARING in mind that the economic interdependence of States has fostered regional integration and that in order to stimulate the process it is necessary to facilitate international contracts by removing differences in the legal framework for them,</p> <p>HAVE AGREED to approve the following Convention:</p>	<p>The States Parties to this Convention,</p> <p>REAFFIRMING their desire to continue the progressive development and codification of private international law among member States of the Organization of American States;</p> <p>REASSERTING the advisability of harmonizing solutions to international trade issues;</p> <p>BEARING in mind that the economic interdependence of States has fostered regional integration and that in order to stimulate the process it is necessary to facilitate international contracts by removing differences in the legal framework for them,</p> <p>HAVE AGREED to approve the following Convention:</p>
<p>CAPITULO PRIMERO Ámbito de aplicación</p>	<p>CHAPTER I Scope of Application</p>	<p>CHAPTER I Scope of Application</p>
<p>Artículo 1</p> <p>Esta Convención determina el derecho aplicable a los contratos internacionales.</p> <p>Se entenderá que un contrato es internacional si las partes del mismo tienen su residencia habitual o su establecimiento en Estados Partes diferentes, o si el contrato tiene contactos objetivos con más de un Estado Parte.</p>	<p>Article 1</p> <p>This Convention shall determine the law applicable to international contracts.</p> <p>It shall be understood that a contract is international if the parties thereto have their habitual residence or establishments in different States Parties or if the contract has objective ties with more than one State Party.</p>	<p>Article 1</p> <p>This Convention shall determine the law applicable to international contracts.</p> <p>It shall be understood that a contract is international if the parties thereto have their habitual residence or establishments principal place of business in different States Parties or if the contract has objective ties connections with more than one State Party.</p>

ORIGINAL SPANISH	ORIGINAL ENGLISH	DIL RECOMMENDED READING
<p>Esta Convención se aplicará a contratos celebrados o en que sean parte Estados, entidades u organismos estatales, a menos que las partes en el contrato la excluyan expresamente. Sin embargo, cualquier Estado Parte podrá declarar en el momento de firmar, ratificar o adherir a esta Convención que ella no se aplicará a todos o a alguna categoría de contratos en los cuales el Estado o las entidades u organismos estatales sean parte.</p> <p>Cualquier Estado Parte podrá, al momento de firmar, ratificar o adherir a la presente Convención, declarar a qué clase de contratos no se aplicará la misma.</p>	<p>This Convention shall apply to contracts entered into or contracts to which States or State agencies or entities are party, unless the parties to the contract expressly exclude it. However, any State Party may, at the time it signs, ratifies or accedes to this Convention, declare that the latter shall not apply to all or certain categories of contracts to which the State or State agencies and entities are party.</p> <p>Any State Party may, at the time it ratifies or accedes to this Convention, declare the categories of contract to which this Convention will not apply.</p>	<p>This Convention shall apply to contracts entered into by States or State agencies or entities or contracts to which States or State agencies or entities they are party, unless the parties to the contract expressly exclude it. However, any State Party may, at the time it signs, ratifies or accedes to this Convention, declare that the latter shall not apply to all or certain categories of contracts to which the State or State agencies and entities are party. Any State Party may, at the time it signs, ratifies or accedes to this Convention, declare the categories of contract to which this Convention will not apply.</p>
<p>Artículo 2</p> <p>El derecho designado por esta Convención se aplicará aun cuando tal derecho sea el de un Estado no Parte.</p>	<p>Article 2</p> <p>The law designated by the Convention shall be applied even if said law is that of a State that is not a party.</p>	<p>Article 2</p> <p>The law designated by the Convention shall be applied even if said law is that of a State that is not a party.</p>
<p>Artículo 3</p> <p>Las normas de esta Convención se aplicarán, con las adaptaciones necesarias y posibles, a las nuevas modalidades de contratación utilizadas como consecuencia del desarrollo comercial internacional.</p>	<p>Article 3</p> <p>The provisions of this Convention shall be applied, with necessary and possible adaptations, to the new modalities of contracts used as a consequence of the development of international trade.</p>	<p>Article 3</p> <p>The provisions rules of this Convention shall be applied, with necessary and possible adaptations, to the new modalities of contracts contracting used as a consequence of the development of international trade.</p>
<p>Artículo 4</p> <p>Para los efectos de interpretación y aplicación de esta Convención, se tendrá en cuenta su carácter internacional y la necesidad de promover la uniformidad de su aplicación.</p>	<p>Article 4</p> <p>For purposes of interpretation and application of this Convention, its international nature and the need to promote uniformity in its application shall be taken into account.</p>	<p>Article 4</p> <p>For purposes of interpretation and application of this Convention, regard shall be had to its international nature and the need to promote uniformity in its application. shall be taken into account.</p>
<p>Artículo 5</p> <p>Esta Convención no determina el derecho aplicable a:</p> <p>a) las cuestiones derivadas del estado civil de las personas físicas, la capacidad de las partes o las consecuencias de la nulidad o invalidez del contrato que dimanen de la incapacidad de una de las partes;</p> <p>b) las obligaciones contractuales que tuviesen como objeto principal</p>	<p>Article 5</p> <p>This Convention does not determine the law applicable to:</p> <p>a) questions arising from the marital status of natural persons, the capacity of the parties, or the consequences of nullity or invalidity of the contract as a result of the lack of capacity of one of the parties;</p> <p>b) contractual obligations intended for successional questions, testamentary</p>	<p>Article 5</p> <p>This Convention does not determine the law applicable to:</p> <p>a) questions issues arising from the marital civil status of natural persons, the capacity of the parties, or the consequences of nullity or invalidity of the contract as a result of the lack of capacity of one of the parties;</p> <p>b) contractual obligations intended for essentially related to successional and</p>

ORIGINAL SPANISH	ORIGINAL ENGLISH	DIL RECOMMENDED READING
<p>cuestiones sucesorias, cuestiones testamentarias, regímenes matrimoniales o aquellas derivadas de relaciones de familia;</p> <p>c) las obligaciones provenientes de títulos de crédito;</p> <p>d) las obligaciones provenientes de la venta, transferencia o comercialización de títulos en los mercados de valores;</p> <p>e) los acuerdos sobre arbitraje o elección de foro;</p> <p>f) las cuestiones de derecho societario, incluso la existencia, capacidad, funcionamiento y disolución de las sociedades comerciales y de las personas jurídicas en general.</p>	<p>questions, marital arrangements or those deriving from family relationships;</p> <p>c) obligations deriving from securities;</p> <p>d) obligations deriving from securities transactions;</p> <p>e) the agreements of the parties concerning arbitration or selection of forum;</p> <p>f) questions of company law, including the existence, capacity, function and dissolution of commercial companies and juridical persons in general.</p>	<p>questions testamentary matters, marital arrangements or those deriving from family relationships;</p> <p>c) obligations deriving from securities negotiable instruments;</p> <p>d) obligations deriving from securities transactions the sale, transfer or marketing of securities in securities markets;</p> <p>e) the agreements of the parties concerning arbitration or selection of forum;</p> <p>f) questions issues of company law, including the existence, capacity, function and dissolution of commercial companies and juridical persons in general.</p>
<p>Artículo 6</p> <p>Las normas de esta Convención no se aplicarán a aquellos contratos que tengan una regulación autónoma en el derecho convencional internacional vigente entre los Estados Partes de esta Convención.</p>	<p>Article 6</p> <p>The provisions of this Convention shall not be applicable to contracts which have autonomous regulations in international conventional law in force among the States Parties to this Convention.</p>	<p>Article 6</p> <p>The provisions rules of this Convention shall not be applicable to contracts which have autonomous regulations specifically regulated in international conventional law in force among the States Parties to this Convention.</p>
<p>CAPITULO SEGUNDO Determinación del derecho aplicable</p>	<p>CHAPTER II Determination of applicable law</p>	<p>CHAPTER II Determination of applicable law</p>
<p>Artículo 7</p> <p>El contrato se rige por el derecho elegido por las partes. El acuerdo de las partes sobre esta elección debe ser expreso o, en caso de ausencia de acuerdo expreso, debe desprenderse en forma evidente de la conducta de las partes y de las cláusulas contractuales, consideradas en su conjunto. Dicha elección podrá referirse a la totalidad del contrato o a una parte del mismo.</p> <p>La selección de un determinado foro por las partes no entraña necesariamente la elección del derecho aplicable.</p>	<p>Article 7</p> <p>The contract shall be governed by the law chosen by the parties. The parties' agreement on this selection must be express or, in the event that there is no express agreement, must be evident from the parties' behavior and from the clauses of the contract, considered as a whole. Said selection may relate to the entire contract or to a part of same.</p> <p>Selection of a certain forum by the parties does not necessarily entail selection of the applicable law.</p>	<p>Article 7</p> <p>The contract shall be governed by the law chosen by the parties. The parties' agreement on this selection must be express or, in the event that there is no express agreement, must be evident from the parties' behavior and from the clauses of the contract, considered as a whole. Said selection may relate to the entire contract or to a part of same.</p> <p>Selection of a certain forum by the parties does not necessarily entail selection of the applicable law.</p>
<p>Artículo 8</p> <p>En cualquier momento, las partes podrán acordar que el contrato quede sometido en todo o en parte a un</p>	<p>Article 8</p> <p>The parties may at any time agree that the contract shall, in whole or in part, be subject to a law other than that to which</p>	<p>Article 8</p> <p>The parties may at any time agree that the contract shall, in whole or in part, be subject to a law other than that to which it</p>

ORIGINAL SPANISH	ORIGINAL ENGLISH	DIL RECOMMENDED READING
<p>derecho distinto de aquel por el que se regía anteriormente, haya sido o no éste elegido por las partes. Sin embargo, dicha modificación no afectará la validez formal del contrato original ni los derechos de terceros.</p>	<p>it was previously subject, whether or not that law was chosen by the parties. Nevertheless, that modification shall not affect the formal validity of the original contract nor the rights of third parties.</p>	<p>was previously subject, whether or not that law was chosen by the parties. Nevertheless, that modification shall not affect the formal validity of the original contract nor the rights of third parties.</p>
<p>Artículo 9</p> <p>Si las partes no hubieran elegido el derecho aplicable, o si su elección resultara ineficaz, el contrato se regirá por el derecho del Estado con el cual tenga los vínculos más estrechos.</p> <p>El tribunal tomará en cuenta todos los elementos objetivos y subjetivos que se desprendan del contrato para determinar el derecho del Estado con el cual tiene vínculos más estrechos. También tomará en cuenta los principios generales del derecho comercial internacional aceptados por organismos internacionales.</p> <p>No obstante, si una parte del contrato fuera separable del resto del contrato y tuviese una conexión más estrecha con otro Estado, podrá aplicarse, a título excepcional, la ley de este otro Estado a esta parte del contrato.</p>	<p>Article 9</p> <p>If the parties have not selected the applicable law, or if their selection proves ineffective, the contract shall be governed by the law of the State with which it has the closest ties.</p> <p>The Court will take into account all objective and subjective elements of the contract to determine the law of the State with which it has the closest ties. It shall also take into account the general principles of international commercial law recognized by international organizations.</p> <p>Nevertheless, if a part of the contract were separable from the rest and if it had a closer tie with another State, the law of that State could, exceptionally, apply to that part of the contract.</p>	<p>Article 9</p> <p>If the parties have not selected the applicable law, or if their selection proves ineffective, the contract shall be governed by the law of the State with which it has the closest ties-connections.</p> <p>The Court will shall take into account have regard to all objective and subjective elements of the contract to determine the law of the State with which it has the closest ties connections. It shall also take into account have regard to the general principles of international commercial law recognized by international organizations.</p> <p>Nevertheless, if a part of the contract were separable from the rest and if it had a closer tie connection with another State, the law of that State could, exceptionally, apply to that part of the contract.</p>
<p>Artículo 10</p> <p>Además de lo dispuesto en los artículos anteriores, se aplicarán, cuando corresponda, las normas, las costumbres y los principios del derecho comercial internacional, así como los usos y prácticas comerciales de general aceptación con la finalidad de realizar las exigencias impuestas por la justicia y la equidad en la solución del caso concreto.</p>	<p>Article 10</p> <p>In addition to the provisions in the foregoing articles, the guidelines, customs, and principles of international commercial law as well as commercial usage and practices generally accepted shall apply in order to discharge the requirements of justice and equity in the particular case.</p>	<p>Article 10</p> <p>In addition to the provisions in the foregoing articles, the guidelines rules, customs, and principles of international commercial law as well as generally accepted commercial usage and practices shall apply in order to discharge the requirements of justice and equity in the resolution of a particular case.</p>
<p>Artículo 11</p> <p>No obstante lo previsto en los artículos anteriores, se aplicarán necesariamente las disposiciones del derecho del foro cuando tengan carácter imperativo.</p> <p>Será discreción del foro, cuando lo considere pertinente, aplicar las disposiciones imperativas del derecho</p>	<p>Article 11</p> <p>Notwithstanding the provisions of the preceding articles, the provisions of the law of the forum shall necessarily be applied when they are mandatory requirements.</p> <p>It shall be up to the forum to decide when it applies the mandatory provisions of the law of another State with which</p>	<p>Article 11</p> <p>Notwithstanding the provisions of the preceding articles, the provisions of the law of the forum shall necessarily be applied when they are mandatory requirements.</p> <p>It shall be up to The forum has the discretion when it considers it relevant to decide when it applies to apply the</p>

ORIGINAL SPANISH	ORIGINAL ENGLISH	DIL RECOMMENDED READING
de otro Estado con el cual el contrato tenga vínculos estrechos.	the contract has close ties.	mandatory provisions of the law of another State with which the contract has close ties connections.
CAPITULO TERCERO Existencia y validez del contrato	CHAPTER III Existence and Validity of the Contract	CHAPTER III Existence and Validity of the Contract
Artículo 12 La existencia y la validez del contrato o de cualquiera de sus disposiciones, así como la validez sustancial del consentimiento de las partes respecto a la elección del derecho aplicable, se regirán por la norma que corresponda conforme a esta Convención de acuerdo con los términos de su Capítulo Segundo. Sin embargo, para establecer que una parte no ha consentido debidamente, el juez deberá determinar el derecho aplicable tomando en consideración la residencia habitual o el establecimiento de dicha parte.	Article 12 The existence and the validity of the contract or of any of its provisions, and the substantive validity of the consent of the parties concerning the selection of the applicable law, shall be governed by the appropriate rules in accordance with Chapter 2 of this Convention. Nevertheless, to establish that one of the parties has not duly consented, the judge shall determine the applicable law, taking into account the habitual residence or principal place of business.	Article 12 The existence and the validity of the contract or of any of its provisions, and the substantive validity of the consent of the parties concerning the selection of the applicable law, shall be governed by the appropriate rules in accordance with Chapter 2 of this Convention. Nevertheless, to establish that one of the parties has not duly consented, the judge shall determine the applicable law, taking into account the habitual residence or principal place of business of that party
Artículo 13 Un contrato celebrado entre partes que se encuentren en el mismo Estado será válido, en cuanto a la forma, si cumple con los requisitos establecidos en el derecho que rige dicho contrato según esta Convención o con los fijados en el derecho del Estado en que se celebre o con el derecho del lugar de su ejecución. Si las personas se encuentran en Estados distintos en el momento de la celebración del contrato, éste será válido en cuanto a la forma si cumple con los requisitos establecidos en el derecho que rige según esta Convención en cuanto al fondo o con los del derecho de uno de los Estados en que se celebra o con el derecho del lugar de su ejecución.	Article 13 A contract between parties in the same State shall be valid as to form if it meets the requirements laid down in the law governing said contract pursuant to this Convention or with those of the law of the State in which the contract is valid or with the law of the place where the contract is performed. If the persons concerned are in different States at the time of its conclusion, the contract shall be valid as to form if it meets the requirements of the law governing it as to substance, or those of the law of one of the States in which it is concluded or with the law of the place where the contract is performed.	Article 13 A contract between parties in the same State shall be valid as to form if it meets the requirements laid down in the law governing said contract pursuant to this Convention or with those of the law of the State in which the contract is valid concluded or with the law of the place where the contract is performed. If the persons concerned are in different States at the time of its conclusion, the contract shall be valid as to form if it meets the requirements of the law governing it which, in accordance with this Convention, governs as to substance, or those of the law of one of the States in which it is concluded or with the law of the place where the contract is performed.
CAPITULO CUARTO Ámbito del derecho aplicable	CHAPTER IV Scope of the applicable law	CHAPTER IV Scope of the applicable law
Artículo 14 El derecho aplicable al contrato en virtud de lo dispuesto en el Capítulo Segundo de esta Convención regulará	Article 14 The law applicable to the contract in virtue of Chapter 2 of this Convention shall govern principally:	Article 14 The law applicable to the contract is by virtue of Chapter 2 of this Convention shall govern principally:

ORIGINAL SPANISH	ORIGINAL ENGLISH	DIL RECOMMENDED READING
<p>principalmente:</p> <p>a) su interpretación;</p> <p>b) los derechos y las obligaciones de las partes;</p> <p>c) la ejecución de las obligaciones que establece y las consecuencias del incumplimiento del contrato, comprendiendo la evaluación del daño en la medida que pueda determinar el pago de una indemnización compensatoria;</p> <p>d) los diversos modos de extinción de las obligaciones, incluso la prescripción y caducidad de las acciones;</p> <p>e) las consecuencias de la nulidad o invalidez del contrato.</p>	<p>a) its interpretation;</p> <p>b) the rights and obligations of the parties;</p> <p>c) the performance of the obligations established by the contract and the consequences of nonperformance of the contract, including assessment of injury to the extent that this may determine payment of compensation;</p> <p>d) the various ways in which the obligations can be performed, and prescription and lapsing of actions;</p> <p>e) the consequences of nullity or invalidity of the contract.</p>	<p>a) its interpretation;</p> <p>b) the rights and obligations of the parties;</p> <p>c) the performance of the obligations established by the contract and the consequences of nonperformance of the contract, including assessment of injury loss to the extent that this may determine payment of compensation;</p> <p>d) the various ways in which the obligations can be performed are extinguished, including and prescription and lapsing of actions;</p> <p>e) the consequences of nullity or invalidity of the contract.</p>
<p>Artículo 15</p> <p>Lo dispuesto en el artículo 10 se tomará en cuenta para decidir la cuestión acerca de si un mandatario puede obligar a su mandante o un órgano a una sociedad o a una persona jurídica.</p>	<p>Article 15</p> <p>The provisions of Article 10 shall be taken into account when deciding whether an agent can obligate its principal or an agency, a company or a juridical person.</p>	<p>Article 15</p> <p>The provisions of Article 10 shall be taken into account when deciding whether an agent can obligate its principal or an agency, a company or a juridical person.</p>
<p>Artículo 16</p> <p>El derecho del Estado donde deban inscribirse o publicarse los contratos internacionales regulará todas las materias concernientes a la publicidad de aquéllos.</p>	<p>Article 16</p> <p>The law of the State where international contracts are to be registered or published shall govern all matters concerning publicity.</p>	<p>Article 16</p> <p>The law of the State where international contracts are to be registered or published shall govern all matters concerning publicity filing or notice.</p>
<p>Artículo 17</p> <p>Para los efectos de esta Convención se entenderá por "derecho" el vigente en un Estado, con exclusión de sus normas relativas al conflicto de leyes.</p>	<p>Article 17</p> <p>For the purposes of this Convention, "law" shall be understood to mean the law current in a State, excluding rules concerning conflict of laws.</p>	<p>Article 17</p> <p>For the purposes of this Convention, "law" shall be understood to mean the law current in force in a State, excluding rules concerning conflict of laws.</p>
<p>Artículo 18</p> <p>El derecho designado por esta Convención sólo podrá ser excluido cuando sea manifiestamente contrario al orden público del foro.</p>	<p>Article 18</p> <p>Application of the law designated by this Convention may only be excluded when it is manifestly contrary to the public order of the forum.</p>	<p>Article 18</p> <p>Application of The law designated by this Convention may only be excluded when it is manifestly contrary to the public order of the forum.</p>
<p>CAPITULO QUINTO Disposiciones generales</p>	<p>CHAPTER V General Provisions</p>	<p>CHAPTER V General Provisions</p>
<p>Artículo 19</p> <p>Las disposiciones de esta Convención se aplicarán en un Estado Parte a los</p>	<p>Article 19</p> <p>In a State Party, the provisions of this Convention shall apply to contracts</p>	<p>Article 19</p> <p>In a State Party, the provisions of this Convention shall apply to contracts</p>

ORIGINAL SPANISH	ORIGINAL ENGLISH	DIL RECOMMENDED READING
<p>contratos concluidos después de su entrada en vigor en ese Estado Parte.</p>	<p>concluded subsequent to its entry into force in that State.</p>	<p>concluded subsequent to its entry into force in that State.</p>
<p>Artículo 20</p> <p>Esta Convención no afectará la aplicación de otros convenios internacionales que contengan normas sobre el mismo objeto en los que un Estado Parte de esta Convención es o llegue a ser parte, cuando se celebren dentro del marco de los procesos de integración.</p>	<p>Article 20</p> <p>This Convention shall not affect the application of other international conventions to which a State Party to this Convention is or becomes a party, insofar as they are pertinent, or those within the context of integration movements.</p>	<p>Article 20</p> <p>This Convention shall not affect the application of other international conventions containing rules on the same subject to which a State Party to this Convention is or becomes a party, insofar as they are pertinent, or those within the context of if they are concluded within the framework of integration movements processes.</p>
<p>Artículo 21</p> <p>En el momento de firmar, ratificar o adherir a esta Convención, los Estados podrán formular reservas que versen sobre una o más disposiciones específicas y que no sean incompatibles con el objeto y fin de esta Convención.</p> <p>Un Estado Parte podrá retirar en cualquier momento la reserva que haya formulado. El efecto de la reserva cesará el primer día del tercer mes calendario siguiente a la fecha de notificación del retiro.</p>	<p>Article 21</p> <p>When signing, ratifying or acceding to this Convention, States may formulate reservations that apply to one or more specific provisions and which are not incompatible with the effect and purpose of this Convention.</p> <p>A State Party may at any time withdraw a reservation it has formulated. The effect of such reservation shall cease on the first day of the third calendar month following the date of notification of withdrawal.</p>	<p>Article 21</p> <p>When signing, ratifying or acceding to this Convention, States may formulate reservations that apply to one or more specific provisions and which are not incompatible with the effect object and purpose of this Convention.</p> <p>A State Party may at any time withdraw a reservation it has formulated. The effect of such reservation shall cease on the first day of the third calendar month following the date of notification of withdrawal.</p>
<p>Artículo 22</p> <p>Respecto a un Estado que tenga en cuestiones tratadas en la presente Convención dos o más sistemas jurídicos aplicables en unidades territoriales diferentes: a) cualquier referencia al derecho del Estado contempla el derecho en la correspondiente unidad territorial; b) cualquier referencia a la residencia habitual o al establecimiento en el Estado se entenderá referida a la residencia habitual o al establecimiento en una unidad territorial del Estado.</p>	<p>Article 22</p> <p>In the case of a State which has two or more systems of law applicable in different territorial units with respect to matters covered by the Convention: a) any reference to the laws of the State shall be construed as a reference to the laws in the territorial unit in question; b) any reference to habitual residence or place of business in that State shall be construed as a reference to habitual residence or place of business in a territorial unit of that State.</p>	<p>Article 22</p> <p>In the case of a State which has two or more systems of law applicable in different territorial units with respect to matters covered by the Convention: a) any reference to the laws of the State shall be construed as a reference to the laws in the territorial unit in question; b) any reference to habitual residence or place of business in that State shall be construed as a reference to habitual residence or place of business in a territorial unit of that State.</p>
<p>Artículo 23</p> <p>Un Estado compuesto de diferentes unidades territoriales que tengan sus propios sistemas jurídicos en cuestiones tratadas en la presente Convención no estará obligado a aplicar las normas de esta Convención a los conflictos que surjan entre los sistemas jurídicos vigentes en dichas unidades</p>	<p>Article 23</p> <p>A State within which different territorial units have their own systems of law in regard to matters covered by this Convention shall not be obliged to apply this Convention to conflicts between the legal systems in force in such units.</p>	<p>Article 23</p> <p>A State within which different territorial units have their own systems of law in regard to matters covered by this Convention shall not be obliged to apply this Convention to conflicts between the legal systems in force in such units.</p>

ORIGINAL SPANISH	ORIGINAL ENGLISH	DIL RECOMMENDED READING
territoriales.		
<p>Artículo 24</p> <p>Los Estados que tengan dos o más unidades territoriales en las que se apliquen sistemas jurídicos diferentes en cuestiones tratadas en la presente Convención podrán declarar, en el momento de la firma, ratificación o adhesión, que la Convención se aplicará a todas sus unidades territoriales o solamente a una o más de ellas.</p> <p>Tales declaraciones podrán ser modificadas mediante declaraciones ulteriores, que especificarán expresamente a la o las unidades territoriales a las que se aplicará la presente Convención. Dichas declaraciones ulteriores se transmitirán a la Secretaría General de la Organización de los Estados Americanos y surtirán efecto noventa días después de recibidas.</p>	<p>Article 24</p> <p>If a State has two or more territorial units in which different systems of law apply in relation to the matters dealt with in this Convention, it may, at the time of signature, ratification or accession, declare that this Convention shall extend to all its territorial units or to only one or more of them.</p> <p>Such declaration may be modified by subsequent declarations, which shall expressly indicate the territorial unit or units to which the Convention applies. Such subsequent declarations shall be transmitted to the General Secretariat of the Organization of American States, and shall take effect ninety days after the date of their receipt.</p>	<p>Article 24</p> <p>If a State has two or more territorial units in which different systems of law apply in relation to the matters dealt with in this Convention, it may, at the time of signature, ratification or accession, declare that this Convention shall extend to all its territorial units or to only one or more of them.</p> <p>Such declaration may be modified by subsequent declarations, which shall expressly indicate the territorial unit or units to which the Convention applies. Such subsequent declarations shall be transmitted to the General Secretariat of the Organization of American States, and shall take effect ninety days after the date of their receipt.</p>
<p>CAPITULO SEXTO Cláusulas finales</p>	<p>CHAPTER VI Final Clauses</p>	<p>CHAPTER VI Final Clauses</p>
<p>Artículo 25</p> <p>Esta Convención está abierta a la firma de los Estados miembros de la Organización de los Estados Americanos.</p>	<p>Article 25</p> <p>This Convention shall be open to signature by the member States of the Organization of American States.</p>	<p>Article 25</p> <p>This Convention shall be open to signature by the member States of the Organization of American States.</p>
<p>Artículo 26</p> <p>Esta Convención está sujeta a ratificación. Los instrumentos de ratificación se depositarán en la Secretaría General de la Organización de los Estados Americanos.</p>	<p>Article 26</p> <p>This Convention shall be subject to ratification. The instruments of ratification shall be deposited with the General Secretariat of the Organization of American States.</p>	<p>Article 26</p> <p>This Convention shall be subject to ratification. The instruments of ratification shall be deposited with the General Secretariat of the Organization of American States.</p>
<p>Artículo 27</p> <p>Esta Convención quedará abierta a la adhesión de cualquier otro Estado después que haya entrado en vigencia. Los instrumentos de adhesión se depositarán en la Secretaría General de la Organización de los Estados Americanos.</p>	<p>Article 27</p> <p>This Convention shall remain open for accession by any other State after it has entered into force. The instruments of accession shall be deposited with the General Secretariat of the Organization of American States.</p>	<p>Article 27</p> <p>This Convention shall remain open for accession by any other State after it has entered into force. The instruments of accession shall be deposited with the General Secretariat of the Organization of American States.</p>
<p>Artículo 28</p> <p>Esta Convención entrará en vigor para los Estados ratificantes el trigésimo día</p>	<p>Article 28</p> <p>This Convention shall enter into force for the ratifying States on the thirtieth</p>	<p>Article 28</p> <p>This Convention shall enter into force for the ratifying States on the thirtieth day</p>

ORIGINAL SPANISH	ORIGINAL ENGLISH	DIL RECOMMENDED READING
<p>a partir de la fecha en que haya sido depositado el segundo instrumento de ratificación.</p> <p>Para cada Estado que ratifique esta Convención o se adhiera a ella después de haber sido depositado el segundo instrumento de ratificación, la Convención entrará en vigor el trigésimo día a partir de la fecha en que tal Estado haya depositado su instrumento de ratificación o adhesión.</p>	<p>day following the date of deposit of the second instrument of ratification.</p> <p>For each State ratifying or acceding to the Convention after the deposit of the second instrument of ratification, the Convention shall enter into force on the thirtieth day after deposit by such State of its instrument of ratification or accession.</p>	<p>following the date of deposit of the second instrument of ratification.</p> <p>For each State ratifying or acceding to the Convention after the deposit of the second instrument of ratification, the Convention shall enter into force on the thirtieth day after deposit by such State of its instrument of ratification or accession.</p>
<p>Artículo 29</p> <p>Esta Convención regirá indefinidamente, pero cualquiera de los Estados Partes podrá denunciarla. El instrumento de denuncia será depositado en la Secretaría General de la Organización de los Estados Americanos. Transcurrido un año, contado a partir de la fecha de depósito del instrumento de denuncia, la Convención cesará en sus efectos para el Estado denunciante.</p>	<p>Article 29</p> <p>This Convention shall remain in force indefinitely, but any of the States Parties may denounce it. The instrument of denunciation shall be deposited with the General Secretariat of the Organization of American States. After one year from the date of deposit of the instrument of denunciation, the Convention shall no longer be in force for the denouncing State.</p>	<p>Article 29</p> <p>This Convention shall remain in force indefinitely, but any of the States Parties may denounce it. The instrument of denunciation shall be deposited with the General Secretariat of the Organization of American States. After one year from the date of deposit of the instrument of denunciation, the Convention shall no longer be in force for the denouncing State.</p>
<p>Artículo 30</p> <p>El instrumento original de esta Convención, cuyos textos en español, francés, inglés y portugués son igualmente auténticos, será depositado en la Secretaría General de la Organización de los Estados Americanos, la que enviará copia auténtica de su texto para su registro y publicación a la Secretaría de las Naciones Unidas, de conformidad con el artículo 102 de su Carta constitutiva. La Secretaría General de la Organización de los Estados Americanos notificará a los Estados miembros de dicha Organización y a los Estados que hayan adherido a la Convención, las firmas, los depósitos de instrumentos de ratificación, adhesión y denuncia, así como las reservas que hubiera y el retiro de las últimas.</p>	<p>Article 30</p> <p>The original instrument of this Convention, the English, French, Portuguese and Spanish texts of which are equally authentic, shall be deposited with the General Secretariat of the Organization of American States, which shall forward an authenticated copy of its text to the Secretariat of the United Nations for registration and publication in accordance with Article 102 of its Charter. The General Secretariat of the Organization of American States shall notify the Member States of the Organization and the States that have acceded to the Convention of the signatures, deposits of instruments of ratification, accession and denunciation, as well as of reservations, if any, and of their withdrawal.</p>	<p>Article 30</p> <p>The original instrument of this Convention, the English, French, Portuguese and Spanish texts of which are equally authentic, shall be deposited with the General Secretariat of the Organization of American States, which shall forward an authenticated copy of its text to the Secretariat of the United Nations for registration and publication in accordance with Article 102 of its Charter. The General Secretariat of the Organization of American States shall notify the Member States of the Organization and the States that have acceded to the Convention of the signatures, deposits of instruments of ratification, accession and denunciation, as well as of reservations, if any, and of their withdrawal.</p>
<p>EN FE DE LO CUAL los plenipotenciarios infrascritos, debidamente autorizados por sus respectivos Gobiernos, firman esta</p>	<p>IN WITNESS WHEREOF the undersigned Plenipotentiaries, being duly authorized thereto by their respective Governments, do hereby sign</p>	<p>IN WITNESS WHEREOF the undersigned Plenipotentiaries, being duly authorized thereto by their respective Governments, do hereby sign the present</p>

ORIGINAL SPANISH	ORIGINAL ENGLISH	DIL RECOMMENDED READING
<p>Convención.</p> <p>HECHO EN LA CIUDAD DE MÉXICO, D.F., MÉXICO, el día diecisiete de marzo de mil novecientos noventa y cuatro.</p>	<p>the present Convention.</p> <p>DONE AT MEXICO, D.F., MEXICO, this seventeenth day of March, one thousand nine hundred and ninety-four.</p>	<p>Convention.</p> <p>DONE AT MEXICO, D.F., MEXICO, this seventeenth day of March, one thousand nine hundred and ninety-four.</p>

APPENDIX B

INTER-AMERICAN CONVENTION ON THE LAW APPLICABLE TO INTERNATIONAL CONTRACTS

Reconciliation between the Spanish, English and French Texts

(PART B – French)

CONVENCIÓN INTERAMERICANA SOBRE DERECHO APLICABLE A LOS CONTRATOS INTERNACIONALES La reconciliación entre los Textos Español, Inglés y Francés

(PARTE B - Francés)

COMMENTARY:

Legibility – Level 1: Recommended reading in order to clarify meaning and/or for great consistency between texts.

Legibility – Level 2: Although not required, suggested reading for clarification.

Differences in Meaning: In three instances the meaning is clear but different as between the language versions, or unclear in both (more than one language).

Minor differences in language that do not hamper understanding have not been highlighted.

Annotations have not been provided. It was thought these suggested readings could be helpful to promote the use of the texts to further advance the development of international contract law in the Americas.

COMENTARIO:

Legibilidad - Nivel 1: Se recomienda la lectura para aclarar el significado y/o mejor la consistencia entre los textos.

Legibilidad - Nivel 2: Aunque no es necesario, lectura sugerida para aclaración.

Diferencias en Significado: En los tres casos el significado es claro, pero hay diferencias entre las versiones lingüísticas, o poco clara en más de un idioma.

Nota: Las pequeñas diferencias de lenguaje que no dificulten la comprensión no se han puesto de relieve. No se han proporcionado anotaciones. Se pensaba estas lecturas sugeridas podrían ser útiles para promover el uso de los textos para seguir avanzando en el desarrollo del derecho aplicable a los contratos internacionales en las Américas.

ORIGINAL SPANISH	ORIGINAL FRENCH	DIL RECOMMENDATIONS
<p align="center">CONVENCIÓN INTERAMERICANA SOBRE DERECHO APLICABLE A LOS CONTRATOS INTERNACIONALES</p>	<p align="center">CONVENTION INTERAMERICAINE SUR LA LOI APPLICABLE AUX CONTRATS INTERNATIONAUX</p>	<p align="center">CONVENTION INTERAMERICAINE SUR LA LOI APPLICABLE AUX CONTRATS INTERNATIONAUX</p>
<p><i>Suscrita en México, D.F., México el 17 de marzo de 1994, en la Quinta Conferencia Especializada Interamericana sobre Derecho Internacional Privado (CIDIP-V)</i></p>	<p><i>Adopté à Mexico, D.F., Mexique, le 17 mars 1994, lors de la Cinquième Conférence spécialisée interaméricaine de droit international privé (CIDIP-V)</i></p>	<p><i>Adopté à Mexico, D.F., au Mexique, le 17 mars 1994, lors de la Cinquième Conférence spécialisée interaméricaine de droit international privé (CIDIP-V)</i></p>
<p>Los Estados Partes de esta Convención,</p> <p>REAFIRMANDO su voluntad de continuar el desarrollo progresivo y la codificación del derecho internacional privado entre Estados miembros de la Organización de los Estados Americanos;</p> <p>REITERANDO la conveniencia de armonizar las soluciones de las cuestiones relativas al comercio internacional;</p> <p>CONSIDERANDO que la interdependencia económica de los Estados ha propiciado la integración regional y continental, y que para estimular este proceso es necesario facilitar la contratación internacional removiendo las diferencias que presenta su marco jurídico,</p> <p>HAN CONVENIDO aprobar la siguiente Convención:</p>	<p>Les États parties à la présente Convention,</p> <p>RÉAFFIRMANT leur volonté de poursuivre l'évolution graduelle et la codification du droit international privé entre les États membre de l'Organisation des États Américains;</p> <p>RÉITÉRANT l'opportunité de l'harmonisation des solutions aux questions relatives au commerce international;</p> <p>CONSIDÉRANT que l'interdépendance économique des États a favorisé l'intégration régionale et continentale et qu'en vue de stimuler ce processus, il est indispensable de faciliter la conclusion de contrats internationaux en supprimant les différences qui se posent pour eux sur le plan juridique;</p> <p>SONT CONVENUS d'adopter la Convention suivante:</p>	<p>Les États parties à la présente Convention,</p> <p>RÉAFFIRMANT leur volonté de poursuivre l'évolution graduelle et la codification du droit international privé entre les États membre de l'Organisation des États Américains;</p> <p>RÉITÉRANT l'opportunité de l'harmonisation des solutions aux questions relatives au commerce international;</p> <p>CONSIDÉRANT que l'interdépendance économique des États a favorisé l'intégration régionale et continentale et qu'en vue de stimuler ce processus, il est indispensable de faciliter la conclusion de contrats internationaux en supprimant les différences qui se posent pour eux sur le plan propres à leur régime juridique;</p> <p>SONT CONVENUS d'adopter la Convention suivante:</p>
<p>CAPITULO PRIMERO Ámbito de aplicación</p>	<p>CHAPITRE PREMIER Champ d'application</p>	<p>CHAPITRE PREMIER Champ d'application</p>
<p>Artículo 1</p> <p>Esta Convención determina el derecho aplicable a los contratos internacionales.</p> <p>Se entenderá que un contrato es internacional si las partes del mismo tienen su residencia habitual o su establecimiento en Estados Partes diferentes, o si el contrato tiene contactos objetivos con más de un Estado Parte.</p>	<p>Article 1</p> <p>La présente Convention détermine la loi applicable aux contrats internationaux.</p> <p>Il est entendu qu'un contrat revêt un caractère international lorsque les parties au contrat ont leur résidence habituelle, ou leurs établissements liés à l'opération envisagée dans d'autre États parties, ou lorsque le contrat a des rapports objectifs avec plus d'un État partie.</p>	<p>Article 1</p> <p>La présente Convention détermine la loi applicable aux contrats internationaux.</p> <p>Il est entendu qu'un contrat revêt un caractère international lorsque les parties au contrat ont leur résidence habituelle, ou leurs établissements liés à l'opération envisagée dans d'autre États parties, ou lorsque le contrat a des rapports objectifs avec plus d'un État partie.</p>

ORIGINAL SPANISH	ORIGINAL FRENCH	DIL RECOMMENDATIONS
<p>Esta Convención se aplicará a contratos celebrados o en que sean parte Estados, entidades u organismos estatales, a menos que las partes en el contrato la excluyan expresamente. Sin embargo, cualquier Estado Parte podrá declarar en el momento de firmar, ratificar o adherir a esta Convención que ella no se aplicará a todos o a alguna categoría de contratos en los cuales el Estado o las entidades u organismos estatales sean parte.</p> <p>Cualquier Estado Parte podrá, al momento de firmar, ratificar o adherir a la presente Convención, declarar a qué clase de contratos no se aplicará la misma.</p>	<p>La présente Convention est applicable aux contrats conclus entre les États, institutions ou organismes publics, ou à ceux dont ils sont parties, sauf si les parties l'excluent expressément. Cependant, tout État partie peut, au moment de signer et de ratifier la présente Convention ou d'y adhérer, déclarer que celle-ci ne s'appliquera pas à toutes les espèces de contrats ou à une seule espèce de ces contrats auxquels l'État, les institutions ou organismes publics sont parties.</p> <p>Tout État partie peut, au moment de souscrire et de ratifier la présente Convention ou d'y adhérer, déclarer à quelle espèce de contrats celle-ci s'appliquera.</p>	<p>La présente Convention est applicable s'applique aux contrats conclus entre les États, institutions ou organismes publics, ou à ceux dont auxquels ils sont parties, sauf si les parties l'excluent expressément. Cependant, tout État partie peut, au moment de signer et de ratifier la présente Convention ou d'y adhérer, déclarer que celle-ci ne s'appliquera pas à toutes tous les espèces de contrats ou à une seule espèce certains types de ces contrats auxquels l'État, les institutions ou organismes publics sont parties.</p> <p>Tout État partie peut, au moment de souscrire et signer, de ratifier la présente Convention ou d'y adhérer, déclarer à quelle quels espèce types de contrats celle-ci ne s'appliquera pas.</p>
<p>Artículo 2</p> <p>El derecho designado por esta Convención se aplicará aun cuando tal derecho sea el de un Estado no Parte.</p>	<p>Article 2</p> <p>La loi déterminée par la présente Convention est appliquée même si cette loi est celle d'un État qui n'est pas partie à cette Convention.</p>	<p>Article 2</p> <p>La loi déterminée établie par la présente Convention est appliquée s'applique même si cette loi est celle d'un État qui n'est pas partie à cette Convention.</p>
<p>Artículo 3</p> <p>Las normas de esta Convención se aplicarán, con las adaptaciones necesarias y posibles, a las nuevas modalidades de contratación utilizadas como consecuencia del desarrollo comercial internacional.</p>	<p>Article 3</p> <p>Les normes de la présente Convention sont applicables, avec les adaptations nécessaires et possibles, aux nouvelles modalités de conclusion des contrats pratiquées par suite de l'évolution du droit commercial international.</p>	<p>Article 3</p> <p>Les normes de la présente Convention sont applicables s'appliquent, avec les adaptations nécessaires et possibles, aux nouvelles modalités de conclusion des contrats pratiquées par suite de l'évolution utilisées du fait du développement du droit commercial commerce international.</p>
<p>Artículo 4</p> <p>Para los efectos de interpretación y aplicación de esta Convención, se tendrá en cuenta su carácter internacional y la necesidad de promover la uniformidad de su aplicación.</p>	<p>Article 4</p> <p>Pour l'interprétation et l'application de la présente Convention, compte est tenu de sa portée internationale et de la nécessité de promouvoir l'uniformité de son application.</p>	<p>Article 4</p> <p>Pour Aux fins de l'interprétation et de l'application de la présente Convention, il sera tenu compte est tenue de sa portée de son caractère internationale et de la nécessité de promouvoir l'uniformité de son application.</p>
<p>Artículo 5</p> <p>Esta Convención no determina el derecho aplicable a:</p> <p>a) las cuestiones derivadas del estado civil de las personas físicas, la capacidad</p>	<p>Article 5</p> <p>La présente Convention ne détermine pas la loi applicable:</p> <p>a) aux questions découlant de l'État civil</p>	<p>Article 5</p> <p>La présente Convention ne détermine pas la loi applicable:</p> <p>a) aux questions découlant de l'État l'état civil l'État civil des personnes</p>

ORIGINAL SPANISH	ORIGINAL FRENCH	DIL RECOMMENDATIONS
<p>de las partes o las consecuencias de la nulidad o invalidez del contrato que dimanen de la incapacidad de una de las partes;</p> <p>b) las obligaciones contractuales que tuviesen como objeto principal cuestiones sucesorias, cuestiones testamentarias, regímenes matrimoniales o aquellas derivadas de relaciones de familia;</p> <p>c) las obligaciones provenientes de títulos de crédito;</p> <p>d) las obligaciones provenientes de la venta, transferencia o comercialización de títulos en los mercados de valores;</p> <p>e) los acuerdos sobre arbitraje o elección de foro;</p> <p>f) las cuestiones de derecho societario, incluso la existencia, capacidad, funcionamiento y disolución de las sociedades comerciales y de las personas jurídicas en general.</p>	<p>des personnes physiques, à la capacité des parties ou aux conséquences de la nullité ou de l'invalidité du contrat qui découlent de l'incapacité de l'une des parties;</p> <p>b) aux obligations contractuelles qui ont comme objet principale des questions successorales, des questions testamentaires, de régimes matrimoniaux ou qui découlent des relations familiales;</p> <p>c) aux obligations découlant des créances négociables;</p> <p>d) aux obligations provenant de la vente, du transfert ou de la commercialisation de titres dans les marchés de valeurs mobilières;</p> <p>e) aux accords sur l'arbitrage ou sur le choix du for;</p> <p>f) aux questions de droits des sociétés, y compris l'existence, la capacité, le fonctionnement et la dissolution des sociétés commerciales et des personnes juridiques en général.</p>	<p>physiques, à la capacité des parties ou aux conséquences de la nullité ou de l'invalidité du contrat qui découlent de l'incapacité de l'une des parties;</p> <p>b) aux obligations contractuelles qui ont comme objet principale principal des questions successorales, des questions testamentaires, de régimes matrimoniaux ou qui découlent des relations familiales;</p> <p>c) aux obligations découlant des créances négociables;</p> <p>d) aux obligations provenant de la vente, du transfert ou de la commercialisation de titres dans les marchés de valeurs mobilières;</p> <p>e) aux accords sur l'arbitrage ou sur le choix du for;</p> <p>f) aux questions de droits des sociétés, y compris l'existence, la capacité, le fonctionnement et la dissolution des sociétés commerciales et des personnes juridiques en général.</p>
<p>Artículo 6</p> <p>Las normas de esta Convención no se aplicarán a aquellos contratos que tengan una regulación autónoma en el derecho convencional internacional vigente entre los Estados Partes de esta Convención.</p>	<p>Article 6</p> <p>Les normes de la présente Convention ne s'appliquent pas aux contrats qui sont régis par des normes autonomes dans le droit conventionnel international en vigueur entre les États parties à ladite Convention.</p>	<p>Article 6</p> <p>Les normes de la présente Convention ne s'appliquent pas aux contrats qui sont régis par des normes autonomes dans le droit conventionnel international en vigueur entre les États parties à ladite Convention.</p>
<p>CAPITULO SEGUNDO Determinación del derecho aplicable</p>	<p>CHAPITRE II Détermination de la loi applicable</p>	<p>CHAPITRE II Détermination de la loi applicable</p>
<p>Artículo 7</p> <p>El contrato se rige por el derecho elegido por las partes. El acuerdo de las partes sobre esta elección debe ser expreso o, en caso de ausencia de acuerdo expreso, debe desprenderse en forma evidente de la conducta de las partes y de las cláusulas contractuales, consideradas en su conjunto. Dicha elección podrá referirse a la totalidad del contrato o a una parte del mismo.</p>	<p>Article 7</p> <p>Le contrat est régi par la loi choisie par les parties. Le consentement des parties à ce choix doit être exprès ou, en l'absence d'un tel consentement, ce choix doit découler, d'une façon évidente, du comportement des parties et des clauses contractuelles considérées dans leur ensemble. Ce choix pourra régir la totalité du contrat ou une partie de celui-ci.</p>	<p>Article 7</p> <p>Le contrat est régi par la loi choisie par les parties. Le consentement des parties à ce choix doit être exprès ou, en l'absence d'un tel consentement exprès, ce choix il doit découler, d'une façon évidente, du comportement des parties et des clauses contractuelles considérées dans leur ensemble. Ce choix pourra régir la totalité du contrat ou une partie de celui-ci tout ou partie du contrat.</p>

ORIGINAL SPANISH	ORIGINAL FRENCH	DIL RECOMMENDATIONS
<p>La selección de un determinado foro por las partes no entraña necesariamente la elección del derecho aplicable.</p>	<p>Le choix d'un for déterminé par les parties n'entraîne pas nécessairement l'adoption de la loi applicable.</p>	<p>Le choix d'un for déterminé par les parties n'entraîne pas nécessairement l'adoption le choix de la loi applicable.</p>
<p>Artículo 8</p> <p>En cualquier momento, las partes podrán acordar que el contrato quede sometido en todo o en parte a un derecho distinto de aquel por el que se regía anteriormente, haya sido o no éste elegido por las partes. Sin embargo, dicha modificación no afectará la validez formal del contrato original ni los derechos de terceros.</p>	<p>Article 8</p> <p>A tout moment, les parties peuvent décider qu'un contrat est assujetti en tout en partie à une loi distincte de celle qui le régissait antérieurement, qu'elle ait été adoptée ou non par les Parties. Cependant, cette modification n'affectera pas la validité formelle du contrat original, ni les droits des tiers.</p>	<p>Article 8</p> <p>A tout moment, les parties peuvent décider qu'un contrat est assujetti en tout en partie à une loi distincte de celle qui le régissait antérieurement, qu'elle ait été adoptée ou non par les Parties. en tout ou en partie à une loi distincte de celle le régissant antérieurement, que cette loi ait été choisie ou non par les parties. Cependant, cette modification n'affectera pas la validité formelle du contrat original, ni les droits des tiers.</p>
<p>Artículo 9</p> <p>Si las partes no hubieran elegido el derecho aplicable, o si su elección resultara ineficaz, el contrato se regirá por el derecho del Estado con el cual tenga los vínculos más estrechos.</p> <p>El tribunal tomará en cuenta todos los elementos objetivos y subjetivos que se desprendan del contrato para determinar el derecho del Estado con el cual tiene vínculos más estrechos. También tomará en cuenta los principios generales del derecho comercial internacional aceptados por organismos internacionales.</p> <p>No obstante, si una parte del contrato fuera separable del resto del contrato y tuviese una conexión más estrecha con otro Estado, podrá aplicarse, a título excepcional, la ley de este otro Estado a esta parte del contrato.</p>	<p>Article 9</p> <p>Lorsque les parties n'ont pas désigné la loi applicable ou lorsque ce choix s'avère inefficace, le contrat est régi par la loi de l'État avec lequel il présente les liens les plus étroits.</p> <p>Le tribunal tient compte de tous les facteurs objectifs et subjectifs identifiés dans le contrat en vue de déterminer la loi de l'État avec lequel il a les liens les plus étroits. Il tient également compte des principes généraux du droit commercial international reconnus par les organisations internationales.</p> <p>Néanmoins, lorsqu'une des clauses du contrat peut être séparée du reste du contrat et qu'elle est étroitement liée à un autre État, la loi de cet État pourra, à titre exceptionnel, être appliquée à cette partie du contrat.</p>	<p>Article 9</p> <p>Lorsque les parties n'ont pas désigné la loi applicable ou lorsque le leur choix s'avère inefficace, le contrat est régi par la loi de l'État avec lequel il présente les liens les plus étroits est en rapport plus étroit.</p> <p>Le tribunal tient compte de tous les facteurs objectifs et subjectifs identifiés dans le inhérents au contrat en vue de déterminer la loi de l'État avec lequel il a les liens les plus étroits est en rapport plus étroit. Il tient également compte des principes généraux du droit commercial international reconnus par les organisations internationales.</p> <p>Néanmoins, lorsqu'une des clauses partie du contrat peut être séparée du reste du contrat et qu'elle est plus étroitement liée à un autre État, la loi de cet État pourra, à titre exceptionnel, la loi de cet État peut s'appliquer être appliquée à cette partie du contrat.</p>
<p>Artículo 10</p> <p>Además de lo dispuesto en los artículos anteriores, se aplicarán, cuando corresponda, las normas, las costumbres y los principios del derecho comercial internacional, así como los usos y prácticas comerciales de general aceptación con la finalidad de realizar las exigencias impuestas por la justicia y la equidad en la solución del caso concreto.</p>	<p>Article 10</p> <p>Outre les dispositions des articles précédents, seront appliqués, le cas échéant, les normes, les coutumes et principes du droit commercial international, ainsi que les coutumes et pratiques commerciales généralement reconnues en vue d'assurer le respect des conditions imposées par la justice et l'équité dans le règlement d'un cas</p>	<p>Article 10</p> <p>Outre les dispositions des articles précédents, seront appliqués, le cas échéant, les normes, les coutumes et principes du droit commercial international, ainsi que les coutumes usages et pratiques commerciales commerciaux généralement reconnues en vue d'assurer le respect des conditions exigences imposées par la justice et</p>

ORIGINAL SPANISH	ORIGINAL FRENCH	DIL RECOMMENDATIONS
	concret.	l'équité dans le règlement d'un cas concret.
<p>Artículo 11</p> <p>No obstante lo previsto en los artículos anteriores, se aplicarán necesariamente las disposiciones del derecho del foro cuando tengan carácter imperativo.</p> <p>Será discreción del foro, cuando lo considere pertinente, aplicar las disposiciones imperativas del derecho de otro Estado con el cual el contrato tenga vínculos estrechos.</p>	<p>Article 11</p> <p>Nonobstant les dispositions précédentes, les dispositions de la loi du for s'appliquent nécessairement lorsqu'elles ont un caractère impératif.</p> <p>Lorsqu'il le juge pertinent, le tribunal peut à sa discrétion, appliquer les dispositions impératives de la loi d'un autre État avec lequel le contrat présente des liens étroits.</p>	<p>Article 11</p> <p>Nonobstant les dispositions précédentes articles précédents, les dispositions de la loi du for s'appliquent nécessairement lorsqu'elles ont un caractère impératif.</p> <p>Lorsqu'il le juge pertinent Le tribunal peut, à sa seule discrétion et s'il le juge opportun, appliquer les dispositions juridiques impératives de la loi d'un autre État avec lequel le contrat présente des liens étroits est en rapport étroit.</p>
<p>CAPITULO TERCERO Existencia y validez del contrato</p>	<p>CHAPITRE III Existence et validité du contrat</p>	<p>CHAPITRE III Existence et validité du contrat</p>
<p>Artículo 12</p> <p>La existencia y la validez del contrato o de cualquiera de sus disposiciones, así como la validez sustancial del consentimiento de las partes respecto a la elección del derecho aplicable, se regirán por la norma que corresponda conforme a esta Convención de acuerdo con los términos de su Capítulo Segundo.</p> <p>Sin embargo, para establecer que una parte no ha consentido debidamente, el juez deberá determinar el derecho aplicable tomando en consideración la residencia habitual o el establecimiento de dicha parte.</p>	<p>Article 12</p> <p>L'existence et la validité du contrat ou de l'une quelconque de ses dispositions, ainsi que la validité substantielle du consentement des parties à l'égard du choix de la loi applicable, sont régies par la norme pertinente conformément à la présente Convention et aux termes du chapitre deux.</p> <p>Cependant, lorsqu'il s'agit d'établir que le consentement de l'une des parties n'a pas été valablement obtenu, le juge devra déterminer la loi applicable en tenant compte de la résidence habituelle ou du lieu d'établissement de ladite partie, lié à l'opération envisagée.</p>	<p>Article 12</p> <p>L'existence et la validité du contrat ou de l'une quelconque de ses dispositions, ainsi que la validité substantielle matérielle du consentement des parties à l'égard du choix de la loi applicable, sont régies par la norme pertinente conformément à la présente Convention et aux termes du chapitre deux 2.</p> <p>Cependant, lorsqu'il s'agit d'établir que le consentement de l'une des parties n'a pas été valablement obtenu, le juge devra déterminer la loi applicable en tenant compte de la résidence habituelle ou du lieu d'établissement de ladite partie, lié à l'opération envisagée.</p>
<p>Artículo 13</p> <p>Un contrato celebrado entre partes que se encuentren en el mismo Estado será válido, en cuanto a la forma, si cumple con los requisitos establecidos en el derecho que rige dicho contrato según esta Convención o con los fijados en el derecho del Estado en que se celebre o con el derecho del lugar de su ejecución.</p> <p>Si las personas se encuentran en Estados distintos en el momento de la celebración del contrato, éste será válido en cuanto a la forma si cumple con los</p>	<p>Article 13</p> <p>Un contrat conclu entre les parties qui se trouvent dans le même État demeure valide quant à la forme, s'il satisfait aux conditions établies par la loi qui régit le contrat selon les termes de la présente Convention, ou par la disposition de la loi de l'État dans lequel le contrat est conclu ou de la loi du lieu de son exécution.</p> <p>Lorsque les personnes se trouvent dans des États différents au moment de la conclusion du contrat, celui-ci sera</p>	<p>Article 13</p> <p>Un contrat conclu entre les des parties qui se trouvent dans le même État demeure est valide quant à la forme, s'il satisfait aux conditions établies par répond aux exigences de la loi qui régit régissant le contrat selon les termes en vertu de la présente Convention, ou par la disposition à celles de la loi de l'État dans lequel le contrat est conclu ou de la loi du lieu de son exécution.</p> <p>Lorsque les personnes se trouvent dans des États différents au moment de la</p>

ORIGINAL SPANISH	ORIGINAL FRENCH	DIL RECOMMENDATIONS
requisitos establecidos en el derecho que rige según esta Convención en cuanto al fondo o con los del derecho de uno de los Estados en que se celebra o con el derecho del lugar de su ejecución.	valide quant à la forme s'il respecte les conditions prévues par la loi qui régit, selon la présente Convention, le fond du contrat ou elles de la loi de l'un des états dans lequel le contrat est conclu au de la loi du lieu de son exécution.	conclusion du contrat, celui-ci sera valide quant à la forme s'il respecte les conditions prévues par la loi qui régit, selon la présente Convention, le fond du contrat ou elles de la loi de l'un des états dans lequel le contrat est conclu au de la loi du lieu de son exécution.
CAPITULO CUARTO Ámbito del derecho aplicable	CHAPITRE IV Champ de la loi applicable	CHAPITRE IV Champ de la loi applicable
Artículo 14 El derecho aplicable al contrato en virtud de lo dispuesto en el Capítulo Segundo de esta Convención regulará principalmente: a) su interpretación; b) los derechos y las obligaciones de las partes; c) la ejecución de las obligaciones que establece y las consecuencias del incumplimiento del contrato, comprendiendo la evaluación del daño en la medida que pueda determinar el pago de una indemnización compensatoria; d) los diversos modos de extinción de las obligaciones, incluso la prescripción y caducidad de las acciones; e) las consecuencias de la nulidad o invalidez del contrato.	Article 14 La loi applicable au contrat en vertu des dispositions du chapitre 2 de la présente Convention régit principalement: a) son interprétation; b) les droits et les obligations des parties; c) l'exécution des obligations qu'il crée, et les conséquences de l'inexécution du contrat, y compris l'évaluation des dommages en vue du paiement d'une indemnité compensatoire; d) les divers modes d'extinction des obligations, y compris la prescription et la caducité des actions; e) les conséquences de la nullité ou de l'invalidité du contrat.	Article 14 La loi applicable au contrat en vertu des dispositions du chapitre 2 de la présente Convention régit principalement: a) son interprétation; b) les droits et les obligations des parties; c) l'exécution des obligations qu'il crée, et les conséquences de l'inexécution du contrat, y compris l'évaluation des dommages en vue du paiement d'une indemnité compensatoire; d) les divers modes d'extinction des obligations, y compris la prescription et la caducité des actions; e) les conséquences de la nullité ou de l'invalidité du contrat.
Artículo 15 Lo dispuesto en el artículo 10 se tomará en cuenta para decidir la cuestión acerca de si un mandatario puede obligar a su mandante o un órgano a una sociedad o a una persona jurídica.	Article 15 Les dispositions de l'article 10 seront prises en compte lorsqu'il s'agira de décider de la question de savoir si un mandataire peut lier son mandant ou un organe, une société ou une personne juridique.	Article 15 Les dispositions de l'article 10 seront prises en compte lorsqu'il s'agira de décider de la question de savoir déterminer si un mandataire peut lier son mandant ou un organe, une société ou une personne juridique.
Artículo 16 El derecho del Estado donde deban inscribirse o publicarse los contratos internacionales regulará todas las materias concernientes a la publicidad de aquéllos.	Article 16 La loi de l'État dans lequel doivent être inscrits ou publiés les contrats internationaux régit toutes les questions relatives à la publicité de ceux-ci.	Article 16 La loi de l'État dans lequel doivent être inscrits ou publiés les contrats internationaux régit toutes les questions relatives à la publicité de ceux-ci.
Artículo 17	Article 17	Article 17

ORIGINAL SPANISH	ORIGINAL FRENCH	DIL RECOMMENDATIONS
Para los efectos de esta Convención se entenderá por "derecho" el vigente en un Estado, con exclusión de sus normas relativas al conflicto de leyes.	Au sens de la présente Convention, on entend par "loi", la loi en vigueur dans un État, à l'exclusion de ses règles de conflit de lois.	Au sens de la présente Convention, on entend par "loi", la loi en vigueur dans un État, à l'exclusion de ses règles de conflit de lois.
<p>Artículo 18</p> <p>El derecho designado por esta Convención sólo podrá ser excluido cuando sea manifiestamente contrario al orden público del foro.</p>	<p>Article 18</p> <p>La loi désignée par la présente Convention ne peut être écartée que lorsqu'elle est manifestement contraire à l'ordre public de l'État du for.</p>	<p>Article 18</p> <p>La loi désignée par la présente Convention ne peut être écartée que lorsqu'elle est manifestement contraire à l'ordre public de l'État du for.</p>
<p>CAPITULO QUINTO Disposiciones generales</p>	<p>CHAPITRE V Dispositions générales</p>	<p>CHAPITRE V Dispositions générales</p>
<p>Artículo 19</p> <p>Las disposiciones de esta Convención se aplicarán en un Estado Parte a los contratos concluidos después de su entrada en vigor en ese Estado Parte.</p>	<p>Article 19</p> <p>Les dispositions de la présente Convention s'appliquent dans un État partie aux contrats conclus après leur entrée en vigueur dans cet État partie.</p>	<p>Article 19</p> <p>Les dispositions de la présente Convention s'appliquent dans un État partie aux contrats conclus après leur son entrée en vigueur dans cet État partie.</p>
<p>Artículo 20</p> <p>Esta Convención no afectará la aplicación de otros convenios internacionales que contengan normas sobre el mismo objeto en los que un Estado Parte de esta Convención es o llegue a ser parte, cuando se celebren dentro del marco de los procesos de integración.</p>	<p>Article 20</p> <p>La présente Convention n'a aucun effet sur l'application d'autres accords internationaux qui prévoient des normes relatives à cette matière, et auxquels un État partie à la présente Convention est ou sera partie lorsqu'ils sont conclus dans le cadre des processus d'intégration.</p>	<p>Article 20</p> <p>La présente Convention n'a aucun effet sur l'application d'autres accords internationaux qui prévoient des normes relatives a cette matière au même objet, et auxquels un État partie à la présente Convention est ou sera partie lorsqu'ils sont conclus dans le cadre des processus d'intégration.</p>
<p>Artículo 21</p> <p>En el momento de firmar, ratificar o adherir a esta Convención, los Estados podrán formular reservas que versen sobre una o más disposiciones específicas y que no sean incompatibles con el objeto y fin de esta Convención.</p> <p>Un Estado Parte podrá retirar en cualquier momento la reserva que haya formulado. El efecto de la reserva cesará el primer día del tercer mes calendario siguiente a la fecha de notificación del retiro.</p>	<p>Article 21</p> <p>Au moment de signer, de ratifier la présente Convention ou d'y adhérer, les États peuvent formuler des réserves à l'égard d'une ou plusieurs dispositions spécifiques, pourvu qu'elles ne soient pas incompatibles avec l'objet et le but de la présente Convention.</p> <p>Un État partie peut à tout moment faire retrait de la réserve qu'il a formulée. Ladite réserve cessera de produire ses effets le premier jour du troisième mois suivant la date de notification du retrait.</p>	<p>Article 21</p> <p>Au moment de signer, de ratifier la présente Convention ou d'y adhérer, les États peuvent formuler des réserves à l'égard d'une ou plusieurs dispositions spécifiques, pourvu qu'elles ne soient pas incompatibles avec l'objet et le but de la présente Convention.</p> <p>Un État partie peut à tout moment faire retrait de retirer la réserve qu'il a formulée. Ladite réserve cessera de produire ses effets le premier jour du troisième mois suivant la date de notification du retrait.</p>
<p>Artículo 22</p> <p>Respecto a un Estado que tenga en cuestiones tratadas en la presente Convención dos o más sistemas jurídicos aplicables en unidades territoriales</p>	<p>Article 22</p> <p>Au regard d'un État qui connaît, dans les questions régies par la présente Convention, deux ou plusieurs systèmes de droit applicables dans des unités</p>	<p>Article 22</p> <p>Au regard d'un État qui compte, dans pour les questions régies par la présente Convention, deux ou plusieurs systèmes de droit applicables dans des unités</p>

ORIGINAL SPANISH	ORIGINAL FRENCH	DIL RECOMMENDATIONS
diferentes: a) cualquier referencia al derecho del Estado contempla el derecho en la correspondiente unidad territorial; b) cualquier referencia a la residencia habitual o al establecimiento en el Estado se entenderá referida a la residencia habitual o al establecimiento en una unidad territorial del Estado.	territoriales différentes: a) toute référence à la loi dans cet État vise la loi dans l'unité territoriale en question; b) toute référence à la résidence habituelle ou à l'établissement dans cet État vise la résidence habituelle ou l'établissement dans une unité territoriale de cet État.	territoriales différentes: a) toute référence à la loi dans cet État vise la loi dans l'unité territoriale en question; b) toute référence à la résidence habituelle ou à l'établissement dans cet État vise la résidence habituelle ou l'établissement dans une unité territoriale de cet État.
<p>Artículo 23</p> <p>Un Estado compuesto de diferentes unidades territoriales que tengan sus propios sistemas jurídicos en cuestiones tratadas en la presente Convención no estará obligado a aplicar las normas de esta Convención a los conflictos que surjan entre los sistemas jurídicos vigentes en dichas unidades territoriales.</p>	<p>Article 23</p> <p>Un État dont le territoire comprend deux ou plusieurs unités territoriales dans lesquelles différents systèmes de droit régissent les questions qui font l'objet de la présente Convention ne sera pas tenu d'appliquer la présente Convention aux conflits se présentant dans la loi en vigueur dans ces unités territoriales.</p>	<p>Article 23</p> <p>Un État dont le territoire qui comprend deux ou plusieurs unités territoriales dans lesquelles différents des systèmes de droit différents régissent les questions qui font l'objet de la présente Convention ne sera pas tenu d'appliquer la présente Convention aux conflits se présentant dans la loi en vigueur dans ces unités territoriales.</p>
<p>Artículo 24</p> <p>Los Estados que tengan dos o más unidades territoriales en las que se apliquen sistemas jurídicos diferentes en cuestiones tratadas en la presente Convención podrán declarar, en el momento de la firma, ratificación o adhesión, que la Convención se aplicará a todas sus unidades territoriales o solamente a una o más de ellas.</p> <p>Tales declaraciones podrán ser modificadas mediante declaraciones ulteriores, que especificarán expresamente la o las unidades territoriales a las que se aplicará la presente Convención. Dichas declaraciones ulteriores se transmitirán a la Secretaría General de la Organización de los Estados Americanos y surtirán efecto noventa días después de recibidas.</p>	<p>Article 24</p> <p>Un État dont le territoire comprend deux ou plusieurs unités territoriales dans lesquelles différent systèmes de droit régissent les questions qui font l'objet de la présente Convention, peut, au moment de signer la Convention, de la ratifier ou d'y adhérer, déclarer que celle-ci s'appliquera dans toutes ses unités territoriales, dans une seule, ou dans plusieurs d'entre elles.</p> <p>Ces déclarations pourront être modifiées par des déclarations ultérieures qui mentionneront expressément l'unité territoriale ou les unités territoriales auxquelles s'appliquera la présente Convention. Les déclarations ultérieures seront notifiées au Secrétariat général de l'Organisation des États Américains et prendront effet quatre-vingt-dix jours après leur réception.</p>	<p>Article 24</p> <p>Un État dont le territoire qui comprend deux ou plusieurs unités territoriales dans lesquelles différent des systèmes de droit différents régissent les questions qui font l'objet de la présente Convention, peut, au moment de signer la Convention, de la ratifier ou d'y adhérer, déclarer que celle-ci s'appliquera dans toutes ses unités territoriales, dans une seule, ou dans plusieurs d'entre elles.</p> <p>Ces déclarations pourront être modifiées par des déclarations ultérieures qui mentionneront expressément l'unité territoriale ou les unités territoriales auxquelles s'appliquera la présente Convention. Les déclarations ultérieures seront notifiées au Secrétariat général de l'Organisation des États Américains et prendront effet quatre-vingt-dix jours après leur réception.</p>
<p>CAPITULO SEXTO Cláusulas finales</p>	<p>CHAPITRE VI Disposition finales</p>	<p>CHAPITRE VI Disposition finales</p>
<p>Artículo 25</p> <p>Esta Convención está abierta a la firma de los Estados miembros de la Organización de los Estados Americanos.</p>	<p>Article 25</p> <p>La présente Convention est ouverte à la signature des États membres de l'Organisation des États Américains.</p>	<p>Article 25</p> <p>La présente Convention est ouverte à la signature des États membres de l'Organisation des États Américains.</p>
<p>Artículo 26</p>	<p>Article 26</p>	<p>Article 26</p>

ORIGINAL SPANISH	ORIGINAL FRENCH	DIL RECOMMENDATIONS
<p>Esta Convención está sujeta a ratificación. Los instrumentos de ratificación se depositarán en la Secretaría General de la Organización de los Estados Americanos.</p>	<p>La présente Convention est ouverte à la ratification. Les instruments de ratification seront déposés auprès du Secrétariat général de l'Organisation des États Américains.</p>	<p>La présente Convention est ouverte à la ratification. Les instruments de ratification seront déposés auprès du Secrétariat général de l'Organisation des États Américains.</p>
<p>Artículo 27</p> <p>Esta Convención quedará abierta a la adhesión de cualquier otro Estado después que haya entrado en vigencia. Los instrumentos de adhesión se depositarán en la Secretaría General de la Organización de los Estados Americanos.</p>	<p>Article 27</p> <p>La présente Convention est ouverte à l'adhésion de tout État après son entrée en vigueur. Les instruments d'adhésion seront déposés au Secrétariat général de l'Organisation des États Américains.</p>	<p>Article 27</p> <p>La présente Convention est ouverte à l'adhésion de tout autre État après son entrée en vigueur. Les instruments d'adhésion seront déposés au Secrétariat général de l'Organisation des États Américains.</p>
<p>Artículo 28</p> <p>Esta Convención entrará en vigor para los Estados ratificantes el trigésimo día a partir de la fecha en que haya sido depositado el segundo instrumento de ratificación.</p> <p>Para cada Estado que ratifique esta Convención o se adhiera a ella después de haber sido depositado el segundo instrumento de ratificación, la Convención entrará en vigor el trigésimo día a partir de la fecha en que tal Estado haya depositado su instrumento de ratificación o adhesión.</p>	<p>Article 28</p> <p>La présente Convention entre en vigueur à l'égard des États qui l'on ratifiée le trentième jour à partir de la date du dépôt du deuxième instrument de ratification.</p> <p>La Convention entre en vigueur à l'égard de chaque État qui la ratifie ou y adhère après le dépôt du deuxième instrument de ratification, le trentième jour à partir de la date à laquelle cet État a déposé son instrument de ratification ou d'adhésion.</p>	<p>Article 28</p> <p>La présente Convention entre en vigueur à l'égard des pour les États qui l'on ratifiée le trentième jour à partir de la date du dépôt du deuxième instrument de ratification.</p> <p>La Convention entre en vigueur à l'égard de chaque État qui la ratifie ou y adhère après le dépôt du deuxième instrument de ratification, le trentième jour à partir de la date à laquelle cet État a déposé son instrument de ratification ou d'adhésion.</p>
<p>Artículo 29</p> <p>Esta Convención regirá indefinidamente, pero cualquiera de los Estados Partes podrá denunciarla. El instrumento de denuncia será depositado en la Secretaría General de la Organización de los Estados Americanos. Transcurrido un año, contado a partir de la fecha de depósito del instrumento de denuncia, la Convención cesará en sus efectos para el Estado denunciante.</p>	<p>Article 29</p> <p>La présente Convention produit ses effets indéfiniment, mais n'importe quel État partie peut la dénoncer. L'instrument de dénonciation sera déposé auprès du Secrétariat général de l'Organisation des États Américains. Un an après la date du dépôt de l'instrument de dénonciation. La Convention cessera de produire ses effets à l'égard de l'État qui l'aura dénoncée.</p>	<p>Article 29</p> <p>La présente Convention produit ses effets indéfiniment, mais n'importe quel État partie peut la dénoncer. L'instrument de dénonciation sera déposé auprès du Secrétariat général de l'Organisation des États Américains. Un an après la date du dépôt de l'instrument de dénonciation. La la Convention cessera de produire ses effets à l'égard de l'État qui l'aura dénoncée.</p>
<p>Artículo 30</p> <p>El instrumento original de esta Convención, cuyos textos en español, francés, inglés y portugués son igualmente auténticos, será depositado en la Secretaría General de la Organización de los Estados</p>	<p>Article 30</p> <p>L'instrument original de la présente Convention dont les textes en espagnol, en français, en anglais et en portugais font également foi, est déposé auprès du Secrétariat général de l'Organisation des État Américain. Celui-ci fait parvenir</p>	<p>Article 30</p> <p>L'instrument original de la présente Convention dont les textes en espagnol, en français, en anglais et en portugais font également foi, est déposé auprès du Secrétariat général de l'Organisation des État Américain États Américains.</p>

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<p>Americanos, la que enviará copia auténtica de su texto para su registro y publicación a la Secretaría de las Naciones Unidas, de conformidad con el artículo 102 de su Carta constitutiva. La Secretaría General de la Organización de los Estados Americanos notificará a los Estados miembros de dicha Organización y a los Estados que hayan adherido a la Convención, las firmas, los depósitos de instrumentos de ratificación, adhesión y denuncia, así como las reservas que hubiera y el retiro de las últimas.</p>	<p>une copie certifiée conforme du texte au Secrétariat des Nations Unies pour être enregistré et publié conformément à l'article 102 de sa Charte. Le Secrétariat général de l'Organisation des États américains notifie aux États membres de cette Organisation et aux États qui ont adhéré à la Convention, les signatures, les dépôts d'instruments de ratification, d'adhésion et de dénonciation, ainsi que les réserves éventuelles et le retrait de celles-ci.</p>	<p>Celui-ci fait parvenir une copie certifiée conforme du texte au Secrétariat des Nations Unies pour être enregistré et publié conformément à l'article 102 de sa Charte. Le Secrétariat général de l'Organisation des États américains notifie aux États membres de cette Organisation et aux États qui ont adhéré à la Convention, les signatures, les dépôts d'instruments de ratification, d'adhésion et de dénonciation, ainsi que les réserves éventuelles et le retrait de celles-ci.</p>
<p>EN FE DE LO CUAL los plenipotenciarios infrascritos, debidamente autorizados por sus respectivos Gobiernos, firman esta Convención.</p> <p>HECHO EN LA CIUDAD DE MÉXICO, D.F., MÉXICO, el día diecisiete de marzo de mil novecientos noventa y cuatro.</p>	<p>EN FOI DE QUOI les plénipotentiaires soussignés, dûment autorisés par leurs Gouvernements, signent la présente Convention.</p> <p>FAIT A MEXICO, D.F., MEXIQUE, le dix-sept mars mil neuf cent quatre-vingt-quatorze.</p>	<p>EN FOI DE QUOI les plénipotentiaires soussignés, dûment autorisés par leurs Gouvernements, signent la présente Convention.</p> <p>FAIT A MEXICO, D.F., AU MEXIQUE, le dix-sept mars mil neuf cent quatre-vingt-quatorze.</p>