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Agreement between Barbados and the United Arab Emirates on
the Promotion and Protection of Investments.

Probate Advertisements

NOTICE NO. 1

BARBADOS

IN THE SUPREME COURT OF JUDICATURE

High Court

In the Estate of

ALFRED ERROL MARSHALL

Deceased

PUBLIC NOTICE is hereby given that an application is being made for the following Grant of Probate namely:-

PROBATE of the Will dated the 18th day of August, 2006 of ALFRED ERROL MARSHALL, late of Unit 401, Rockley in the parish of Christ Church in this Island who died at Rockley Resort in the parish of Christ Church in this Island on the 2nd day of June, 2023 by AUSTIN HELENE MARSHALL the Executrix named in the Will of the said deceased.

An application shall be submitted to the Supreme Court fourteen (14) days from the date of Notice in the *Official Gazette* and from the date of the second notice of advertisement.

Dated the 22nd day of January, 2024.

MOSELEY PERSAUD ATTORNEYS
Attorneys-at-Law.

NOTICE NO. 2

BARBADOS

IN THE SUPREME COURT OF JUDICATURE

High Court

Civil Jurisdiction

In the Estate of

MARTIN WESLEY ARMSTRONG

Deceased

PUBLIC NOTICE is hereby given that an application is being made for the following Grant of Probate namely:-

PROBATE of the Will dated the 19th day of July 2005 to the Estate of MARTIN WESLEY ARMSTRONG, deceased late of Pilgrim Road in the parish of Christ Church in this Island who died on the 20th day of March 2006 at the Queen Elizabeth Hospital, Martindale's Road in the parish of Saint Michael by MARIA CECILY GILL one of the Executors named in the Will of the deceased.

An application will be submitted to the Supreme Court fourteen (14) days from the date of Notice in the *Official Gazette* and from the date of the second notice of advertisement.

Dated the 23rd day of January 2024.

KEITH A E MAYERS, SC
Attorney-at-Law.

NOTICE NO. 3

BARBADOS

IN THE SUPREME COURT OF JUDICATURE

High Court - Civil Jurisdiction

In the Estate of

LACEY RUTHENA ALLEYNE

also known as

LACEY RUTHENE ALLEYNE

Deceased

PUBLIC NOTICE is hereby given that application is being made for the following Grant of Probate namely:-

PROBATE of the Will dated the 11th day of May 2017 of LACEY RUTHENA ALLEYNE also known as LACEY RUTHENE ALLEYNE deceased late of Upper Hindsbury Road in the parish of Saint Michael in this Island who died at Bayview Hospital in the parish of Saint Michael in this Island on the 18th day of November 2023 by MARGARET MAYERS who is the sole Executrix named in the Will of the deceased.

An application shall be submitted to the Registrar of the Supreme Court fourteen (14) days from the date of Notice in the *Official Gazette* and from the date of the second notice of this advertisement.

Dated this 18th January, 2024.

GEORGE WALTON PAYNE & CO.
Attorneys-at-Law for the Applicant.

NOTICE NO. 4

BARBADOS

IN THE SUPREME COURT OF JUDICATURE

*High Court
Civil Jurisdiction*

In the Estate of

KENNETH ROY ROCHESTER

also known as KENNETH R. ROCHESTER

also known as KENNETH ROCHESTER

Deceased

PUBLIC NOTICE is hereby given that an application is being made for the following Grant of Probate namely:-

PROBATE of the Will dated the 29th day of July 2019 to the Estate of KENNETH ROY ROCHESTER also known as KENNETH R. ROCHESTER also known as KENNETH ROCHESTER, deceased late of #205 Windward Gardens, 2nd Avenue East in the parish of Saint Philip in Barbados who died on the 20th day of June 2023 at Harrison Point Isolation Facility in the parish of Saint Lucy in this Island by LINDA AMANDA ROCHESTER the person named in the said Will as Executrix thereof.

An application shall be submitted to the Supreme Court fourteen (14) days from the date of Notice in the *Official Gazette* and from the date of the second notice of advertisement.

Dated this the 23rd day of January 2024.

KEITH A E MAYERS, SC
Attorney-at-Law.

NOTICE NO. 5

BARBADOS

IN THE SUPREME COURT OF JUDICATURE*High Court
Civil Jurisdiction**In the Estate of***MORRIS DOUGLAS DENNY (or DENNEY)****also known as****MAURICE DOUGLAS DENNY (or DENNEY)****also known as MORRIS DENNY****also known as MAURICE DENNY***Deceased*

PUBLIC NOTICE is hereby given that an application is being made for the following Grant of Probate namely:-

PROBATE of the Will dated the 3rd day of March 1992 to the Estate of MORRIS DOUGLAS DENNY (DENNEY) also known as MAURICE DOUGLAS DENNY (DENNEY) also known as MORRIS DENNY also known as MAURICE DENNY, deceased late of Ellerslie School Road, St Stephen's Hill in the parish of Saint Michael in this Island who died at Charleston Nursing Home, Black Rock in the parish of Saint Michael in this Island on the 4th day of August 2021 by GLORIA DENNY the person named in the said Will as sole Executrix thereof.

An application shall be submitted to the Supreme Court fourteen (14) days from the date of Notice in the *Official Gazette* and from the date of the second notice of advertisement.

Dated this the 23rd day of January 2024.

KEITH A E MAYERS, QC
Attorney-at-Law.

NOTICE NO. 6

BARBADOS

IN THE SUPREME COURT OF JUDICATURE*High Court**In the Estate of***MARIE ANTIONETTE EL-BADOUI****also known as****MARIE ANTOINETTE NADUR****also known as****MARIA ANTOINETTE JAMELY NADUR***Deceased*

PUBLIC NOTICE is hereby given that an application is being made for the following Grant of Probate namely:-

PROBATE of the Will dated the 28th day of September, 2000 of MARIE ANTIONETTE EL-BADOUI also known as MARIE ANTOINETTE NADUR also known as MARIA ANTOINETTE JAMELY NADUR late of 18A Ventnor Gardens, Rockley in the parish of Christ Church in this Island who died at 18A Ventnor Gardens, Rockley in the parish of Christ Church in this Island on the 21st day of December, 2022 by ANTHONY PAUL NADUR, the Executor named in the said Will of the said deceased.

An application shall be submitted to the Supreme Court fourteen (14) days from the date of Notice in the *Official Gazette* and from the date of the second notice of advertisement.

Dated the 22nd day of January, 2024.

MOSELEY PERSAUD ATTORNEYS
Attorneys-at-Law.

NOTICE NO. 7

BARBADOS

IN THE SUPREME COURT OF JUDICATURE*High Court**In the Estate of***EDITH ADINAH CLARKE***Deceased*

PUBLIC NOTICE is hereby given that an application is being made for the following Grant of Letters of Administration namely:-

LETTERS OF ADMINISTRATION DE BONIS NON to the Estate of EDITH ADINAH CLARKE late of Farnun Road, Deacons Road in the parish of Saint Michael in this Island who died on the 8th day of November, 1973 by JULIET NATALIE DARNELLA CLARKE the granddaughter of the deceased.

An Application shall be submitted to the Registrar of the Supreme Court after the lapse of fourteen (14) days from the date of the Notice in the *Official Gazette* and from the date of the second Notice of application in this newspaper.

Dated this 19th day of December, 2023.

ALBERT A. SEALY
Attorney-at-Law.

NOTICE NO. 8

BARBADOS

IN THE SUPREME COURT OF JUDICATURE*High Court**In the Estate of***JOSEPH DARNELL CLARKE**
also known as **JOSEPH CLARKE***Deceased*

PUBLIC NOTICE is hereby given that an application is being made for the following Grant of Letters of Administration namely:-

LETTERS OF ADMINISTRATION DE BONIS NON to the Estate of JOSEPH DARNELL CLARKE also known as JOSEPH CLARKE late of #91 Cleveland Street, Kings, Brooklyn New York 11208, in the United States of America formerly of Lot 31, Regency Park in the parish of Christ Church in this Island who died on the 28th day of February, 1996 by JULIET NATALIE DARNELLA CLARKE the daughter of the deceased.

An Application shall be submitted to the Registrar of the Supreme Court after the lapse of fourteen (14) days from the date of the Notice in the *Official Gazette* and from the date of the second Notice of application in this newspaper.

Dated this 19th day of December, 2023.

ALBERT A. SEALY
Attorney-at-Law.

22nd January, 2024

AGREEMENT

between

BARBADOS

and

THE UNITED ARAB EMIRATES

on

The Promotion and Protection of Investments

AGREEMENT

between

BARBADOS

and

THE UNITED ARAB EMIRATES

on

The Promotion and Protection of Investments

**AGREEMENT BETWEEN BARBADOS AND THE UNITED
ARAB EMIRATES ON THE PROMOTION AND
PROTECTION OF INVESTMENTS**

Barbados and the United Arab Emirates (hereinafter referred to as “the Contracting Parties”);

Wishing to strengthen and enhance the bonds of friendship and continued cooperation between both Contracting Parties;

Recognizing the growing importance of foreign investments in creating, maintaining and enhancing sustainable economic growth and prosperity for both Contracting Parties;

Acknowledging each Contracting Party’s right to protect its security, safety and environment within its territory;

Recognizing that these objectives can be achieved without relaxing health, safety and environmental measures of general application;

Have agreed as follows:

**SECTION A
Definitions**

For the purposes of this Agreement:

“competent authority” means, in respect of

- (a) Barbados, the Ministry of Finance;
- (b) The United Arab Emirates, the Ministry of Finance, International Organizations and Financial Relations Department;

“covered investment” means, with respect to a Contracting Party, an investment:

- (a) in its territory;
- (b) directly or indirectly owned or controlled by an investor of the other Contracting Party; and

(c) existing on the date of entry into force of this Agreement, or made or acquired thereafter;

“disputing parties” means both the investor of one Contracting Party and the other Contracting Party against which the investor claims a dispute under this Agreement;

“enterprise” means any legal person or any other entity duly constituted or organized under the applicable legislation, whether or not for profit, and whether private or government owned or controlled, including any corporation, trust, partnership, sole proprietorship, joint venture, association, organization or company;

“enterprise of a Party” means an enterprise that is constituted or organized under the legislation of a Contracting Party and has substantial business activities in the territory of that Contracting Party;

“existing measures” means measures that are in effect on the date of the entry into force of this Agreement;

“freely usable currency” means the Euro, United States Dollars, Japanese Yen, Pound Sterling and any other currency widely used in international transactions;

“ICSID” means the International Centre for Settlement of Investment Disputes;

“ICSID Convention” means the Convention on the Settlement of Investment Disputes between States and Nationals of Other States, done at Washington on March 18, 1965;

“Investment” means every kind of asset that an investor owns or controls, directly or indirectly, that has the characteristics of an investment such as the commitment of capital or other resources, the expectation of gain or profit, and the assumption of risk and includes:

- (a) an enterprise;
- (b) shares, stock and other forms of equity participation in an enterprise;
- (c) bonds, debentures and other forms of debt of an enterprise;

- (d) a loan to a state enterprise;
- (e) futures, options and other derivatives;
- (f) public debt;
- (g) rights under contract including turnkey, construction, management and production or revenue-sharing contracts;
- (h) claims to money and to any performance under contract having a financial value;
- (i) intellectual property rights, copyright and related rights, trademarks, patents, industrial designs and technical processes, rights in plant varieties, know-how, trade secrets, trade names and goodwill;
- (j) concessions, licences, authorizations, permits and similar rights conferred in accordance with legislation or under contract, excluding those for the exploration for and exploitation of natural resources; and
- (k) any other movable and immovable property, and any related property rights, such as leases, mortgages, liens and pledges,

but, for greater certainty, does not include:

- (i) claims to money that arise solely from commercial contracts for the sale of goods or services by a natural person or enterprise in the territory of a Contracting Party to a natural person or enterprise in the territory of the other Contracting Party;
- (ii) the extension of credit, including bank loans, in connection with a commercial transaction such as trade financing;

“investor”, with respect to a Contracting Party, means:

- (a) any natural person who is a national of that Contracting Party in accordance with its laws and regulations;
- (b) any legal person constituted or organized in accordance with the legislation of that Contracting Party and engaged in substantial business activities in the territory of that Contracting Party;

- (c) the Government of that Contracting Party, its local governments and Sovereign Wealth Funds;

“legislation”, with respect to a Contracting Party, means the laws, regulations and administrative orders of that Contracting Party;

“measures” includes laws, regulations, rules, procedures, decisions, administrative actions and practices;

“New York Convention” means the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done at New York on June 10, 1958;

“Secretary-General” means the Secretary-General of ICSID;

“territory” means, with respect to:

- (a) Barbados, the present territory of Barbados including the territorial sea and any maritime area situated outside the territorial sea of Barbados, which has been or might in the future be designated under the national law of Barbados in accordance with international law as an area within which Barbados may exercise its sovereign rights and jurisdiction to explore, exploit and preserve the seabed, subsoil and the natural resources;
- (b) The United Arab Emirates, when used in a geographical sense, the territory of the United Arab Emirates which is under its sovereignty as well as the area outside the territorial water, airspace and submarine areas over which the United Arab Emirates exercises sovereign and jurisdictional rights in respect of any activity carried on in its water, seabed, subsoil, in connection with the exploration for or the exploitation of natural resources by virtue of its law and international law;

“UNCITRAL” means the United Nations Commission on International Trade Law, established by the United Nations General Assembly by Resolution 2205 (XXI) of 17 December, 1966;

“UNCITRAL Arbitration Rules” means the arbitration rules of the United Nations Commission on International Trade Law, as revised in 2021, or such subsequent revised version as may be agreed between the Contracting Parties;

“WTO Agreement” means the Marrakesh Agreement establishing the World Trade Organization done on April 15, 1994.

SECTION B
Investment Promotion And Protection

Article 1
Scope and Coverage

1. This Agreement shall apply to measures adopted or maintained by a Contracting Party relating to:
 - (a) investors of the other Contracting Party; and
 - (b) covered investments.
2. For greater certainty, this Agreement shall not apply to claims arising out of events which occurred prior to the entry into force of this Agreement.
3. This Agreement shall not apply to the pre-establishment phase of an investment.

Article 2
Treatment of Investors and Investments

1. Each Contracting Party shall, in its territory, encourage and create favourable conditions for investments by investors of the other Contracting Party and shall admit such investments subject to its laws and regulations.
2. Each Contracting Party shall accord in its territory to covered investments of the other Contracting Party and to investors with respect to their covered investments, fair and equitable treatment and full protection and security in accordance with paragraphs 3 to 6.
3. A Contracting Party breaches the obligation of fair and equitable treatment referred to in paragraph 2 if a measure or series of measures constitutes:
 - (a) a denial of justice in criminal, civil or administrative proceedings;
 - (b) a fundamental breach of due process, in judicial or administrative proceedings;

(c) manifest arbitrariness;

(d) targeted discrimination on manifestly wrongful grounds such as gender, race or religious belief.

4. For greater certainty, “full protection and security” and “fair and equitable treatment” do not require, in any case, treatment in addition to or beyond that which is required by applicable customary international law regarding the treatment of aliens.

5. For greater certainty, a breach of another provision of this Agreement, or of any other international agreement, does not constitute a breach of this Article.

6. A Contracting Party shall not unilaterally change an investment contract.

Article 3

National Treatment

1. Each Contracting Party shall accord to investors of the other Contracting Party treatment no less favourable than that which it accords, in like circumstances, to its own investors with respect to the management, maintenance, use, enjoyment or disposal of investments in its territory.

2. Each Contracting Party shall accord to covered investments treatment no less favourable than that which it accords, in like circumstances, to investments in its territory of its own investors.

3. The standard of national treatment as provided for in paragraph 1 means, with respect to a subnational government, treatment no less favourable than the most favourable treatment accorded in like circumstances by that sub-national government to investors, and to investments of investors, of the Contracting Party of which it forms a part.

4. The national treatment provided for in paragraphs 1 and 2 does not apply to:

(a) government procurement; or

(b) subsidies or grants provided by a Contracting Party including government-supported loans, guarantees and insurance.

Article 4

Most Favoured Nation Treatment

1. Each Contracting Party shall accord to investors of the other Contracting Party treatment no less favourable than that which it accords, in like circumstances, to investors of any non-Party with respect to the management, maintenance, use, enjoyment or disposal of investments in its territory.
2. Each Contracting Party shall accord to covered investments treatment no less favourable than that which it accords, in like circumstances, to investments in its territory of investors of any non-Party.
3. For greater certainty, the treatment referred to in this Article does not encompass definitions provided for in other international treaties or any investor-state dispute settlement procedures or mechanisms, including those set out in Section C.
4. For greater certainty, substantive obligations in other international investment treaties and trade agreements do not in themselves constitute “treatment”, and thus cannot give rise to a breach of this Article, absent measures adopted or maintained by a Contracting Party pursuant to those obligations.
5. Nothing in this Agreement shall be construed so as to oblige a Contracting Party to extend to investors of the other Contracting Party, and to their covered investments, the benefits of any treatment resulting from:
 - (a) any bilateral or multilateral international agreement for the promotion and protection of investments which was signed prior to the date of entry into force of this Agreement;
 - (b) any existing or future customs union, free trade area agreement, common market, economic union or similar international agreement or arrangement, to which either Contracting Party is a party or may become a party;
 - (c) any existing or future bilateral or multilateral agreement concerning intellectual property;
 - (d) government procurement; or
 - (e) subsidies or grants provided by a Contracting Party including government-supported loans, guarantees and insurance.

6. For greater certainty, a determination of whether an investment or an investor is in like circumstances for the purposes of paragraphs 1 and 2 shall be made based on an assessment of all relevant circumstances related to the investor or the investment including the sector in which the investor operates, the character of the measure and its nature, purpose, duration and rationale.

Article 5

Losses and Compensation

1. Each Contracting Party shall accord to investors of the other Contracting Party that have suffered loss or damage relating to their investments in the territory of the former Contracting Party due to war or other armed conflict, revolution, a state of national emergency, revolt, insurrection, riot or other such similar activity in the territory of that former Contracting Party, treatment, as regards restitution, indemnification, compensation or any other settlement, that is no less favourable than that which it accords to its own investors or investors of a non-Party.

2. Without prejudice to paragraph 1, if an investor suffers a loss in the territory of the other Contracting Party resulting from:

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

the other Contracting Party shall provide the investor with restitution or adequate compensation for such loss.

3. Any payment under this Article shall be effectively realizable, freely transferable and freely convertible at the market exchange rate into a freely usable currency.

Article 6

Expropriation and Compensation

1. A Contracting Party shall not expropriate or nationalize a covered investment, either directly, or indirectly through measures having an effect equivalent to expropriation or nationalization ("expropriation"), except:

- (a) for a public purpose;
 - (b) in accordance with the legislation of the Contracting Party;
 - (c) in a non-discriminatory manner; and
 - (d) upon payment of compensation in accordance with paragraph 2.
- 2. The compensation referred to in paragraph 1 shall:
 - (a) be effective, prompt, paid without delay and in a freely usable currency;
 - (b) be equivalent to the fair market value of the expropriated investment immediately before the expropriation took place;
 - (c) not reflect any change in value occurring because the intended expropriation had become known earlier;
 - (d) be fully realizable and freely transferable; and
 - (e) include interest, at a commercially reasonable rate for that currency, accrued from the date of expropriation until the date of payment.
- 3. Without prejudice to Section C, the investors affected shall have a right, under the legislation of the Contracting Party making the expropriation, to prompt review, by a judicial or other independent authority of that Contracting Party, of the legality of the expropriation and of the valuation of their investment, in accordance with the principles set out in this Article.
- 4. Notwithstanding the provisions of paragraphs 1 to 3, sovereign assets and sovereign investments shall not be subject to sequestration, nationalization or any measure that amounts to expropriation, whether by a Contracting Party of its own accord or at the request of a non-Party.
- 5. Nothing in paragraph 4 shall prevent the acquisition of land according to the laws of the Contracting Party where the investment is made and the terms and conditions of the framework agreement signed between the investor and the Contracting Party.
- 6. Paragraphs 1 to 5 shall be interpreted in accordance with paragraph 7.

7. The Contracting Parties confirm their shared understanding that:
- (a) an action or a series of actions by a Contracting Party cannot constitute an expropriation unless it interferes with a tangible or intangible property right or property interest in an investment;
 - (b) expropriation may be direct or indirect and:
 - (i) direct expropriation occurs where an investment is nationalized or otherwise directly expropriated through formal transfer of title or outright seizure; and
 - (ii) indirect expropriation occurs where a measure or series of measures of a Contracting Party has an effect equivalent to direct expropriation in that, without formal transfer of title or outright seizure, it substantially deprives the investor of the fundamental attributes of property in its investment, including the right to use, enjoy and dispose of its investment;
 - (c) the determination of whether a measure or series of measures of a Contracting Party, in a specific fact situation, constitutes an indirect expropriation requires a case-by-case, fact-based inquiry that takes into consideration, among other factors:
 - (i) the economic impact of the measure or series of measures, although the mere fact that a measure or series of measures of a Contracting Party has an adverse effect on the economic value of an investment does not establish that an indirect expropriation has occurred;
 - (ii) the duration of the measure or series of measures;
 - (iii) the extent to which the measure or series of measures interferes with distinct, reasonable, investment-backed expectations; and
 - (iv) the character of the measure or series of measures and, in particular, their object, context and intent; and
 - (d) for greater certainty, except in the rare circumstance where the impact of a measure or series of measures is so severe in light of its purpose that it appears manifestly excessive, nondiscriminatory measures of a

Contracting Party that are designed and applied to protect legitimate public welfare objectives such as health, safety and the environment, do not constitute indirect expropriations.

Article 7
Transfers

1. Each Contracting Party shall permit all transfers relating to a covered investment to be made freely and without delay into and out of its territory including:

- (a) contributions to capital, including the initial contribution and additional amounts to maintain or increase the investment;
- (b) profits, dividends, interest, capital gains, royalties, management fees, technical assistance fees and other fees, and other income accruing from the investment;
- (c) proceeds from the sale or liquidation of all or any part of the investment;
- (d) payments made under a contract entered into by the investor or the investment, including payments made pursuant to a loan agreement;
- (e) payments made in accordance with Articles 5 and 6; and
- (f) payments arising out of a dispute.

2. Each Contracting Party shall permit transfers relating to a covered investment to be made in a freely usable currency at the market rate of exchange prevailing at the time of transfer.

3. Notwithstanding paragraphs 1 and 2, a Contracting Party may prevent or delay a transfer through the equitable, non-discriminatory and good faith application of its legislation relating to:

- (a) the payment of taxes and dues;
- (b) bankruptcy, insolvency or the protection of the rights of a creditor;
- (c) issuing, trading or dealing in securities, futures, options or derivatives;
- (d) criminal or penal offences;

- (e) financial reporting or record keeping of transfers where necessary to assist law enforcement or financial regulatory authorities;
- (f) ensuring compliance with an order or judgment in judicial or administrative proceedings.

4. Paragraphs 5 to 8 shall apply to the interpretation of paragraphs 1 to 3 of this Article.

5. A Contracting Party may adopt or maintain restrictive measures with regard to cross-border capital transactions as well as payments or transfers for transactions related to investments:

- (a) in the event of serious balance-of-payments and external financial difficulties or the threat thereof; or
- (b) in exceptional cases where movements of capital cause or threaten to cause serious difficulties for macroeconomic management and, in particular, monetary and exchange rate policies.

6. Restrictive measures referred to in paragraph 5 shall:

- (a) be applied in such a manner that the other Contracting Party is treated no less favourably than any non-Party;
- (b) not exceed those necessary to deal with the circumstances set out in paragraph 5;
- (c) be temporary and be phased out progressively as the situation specified in paragraph 5 improves;
- (d) avoid unnecessary damage to the commercial, economic and financial interests of the other Contracting Party; and
- (e) not be confiscatory.

7. A Contracting Party which has adopted any measure under paragraph 5 shall notify the other Contracting Party, as soon as possible, as to the measures taken, and the expected timetable for their removal.

8. The measures referred to in paragraphs 5, 6 and 7 should be consistent with the Articles of Agreement of the International Monetary Fund.

Article 8
Subrogation

1. If a Contracting Party or its designated agency makes a payment to one of its investors under a guarantee, a contract of insurance or another form of indemnity against non-commercial risks it has entered into in respect of an investment in the territory of the other Contracting Party, the other Contracting Party shall recognize:

- (a) the assignment, to the former Contracting Party or its designated agency, of any right or claim of the investor in respect of such investment, that formed the basis of such payment; and
- (b) the right of the former Contracting Party or its designated agency to exercise by virtue of subrogation such right or claim to the same extent as the original right or claim of the investor.

2. For greater certainty, the Contracting Party or its designated agency shall be entitled in all circumstances to:

- (a) the same treatment in respect of the rights and claims acquired by it by virtue of the assignment referred to in paragraph 1; and
- (b) the same payments due pursuant to those rights and claims,

as the investor referred to in paragraph 1 was entitled to receive by virtue of this Agreement in respect of the investment.

3. If a Contracting Party or a designated agency has made a payment to its investor and has taken over rights and claims of the investor under paragraph 1, that investor shall not, unless authorized in writing by the Contracting Party or its designated agency to act on behalf of the Contracting Party or its designated agency making the payment, pursue those rights and claims against the other Contracting Party.

Article 9
Performance Requirements

1. A Contracting Party may not impose or enforce on investors of the other Contracting Party any performance requirement in connection with the management, conduct or operation of their investments in the territory of that Contracting Party.

2. A Contracting Party may not impose or enforce, in connection with the establishment, acquisition, expansion, management, conduct or operation of a covered investment in its territory, any requirement, commitment or undertaking:

- (a) to export a given level or percentage of a good;
- (b) to achieve a given level or percentage of domestic content;
- (c) to purchase, use or accord a preference to a good produced in its territory, or to purchase a good from a person in its territory; or
- (d) to relate the volume or value of imports to the volume or value of exports or to the amount of foreign exchange inflows associated with that investment.

3. For greater certainty, paragraphs 1 and 2 do not apply in respect of services including financial services.

Article 10 *Taxation Measures*

1. Nothing in this Section shall impose obligations with respect to taxation measures except as expressly provided in paragraph 3.

2. Nothing in this Agreement shall affect the rights and obligations of either Contracting Party under any tax convention and, in the event of any inconsistency between this Agreement and any such convention, that convention shall prevail to the extent of the inconsistency.

3. Paragraphs 1 and 2 shall be interpreted in accordance with paragraph 4.

4. The determination of whether a taxation measure, in a specific fact situation, constitutes an expropriation requires a case-by-case, fact-based inquiry that considers all relevant factors relating to the investment, including the factors listed in Article 6(7), and the following considerations:

- (a) the imposition of taxes does not generally constitute an expropriation and the mere introduction of a new taxation measure or the imposition of a taxation measure in more than one jurisdiction in respect of an investment generally does not in and of itself constitute an expropriation;

- (b) a taxation measure that is consistent with internationally recognized tax policies, principles and practices should not constitute an expropriation and, in particular, a taxation measure aimed at preventing the avoidance or evasion of taxation measures generally does not constitute an expropriation;
- (c) a taxation measure that is applied on a non-discriminatory basis, as opposed to a taxation measure that is targeted at investors of a particular nationality or at specific taxpayers irrespective of their nationalities, is less likely to constitute an expropriation; and
- (d) a taxation measure generally does not constitute an expropriation if it was already in force when the investment was made, and information about the measure was publicly available.

Article 11 *Denial of Benefits*

1. A Contracting Party may deny the benefits of this Agreement to an investor of the other Contracting Party and to investments of such an investor if the investor is owned or controlled by legal entities or natural persons of a non-Party with whom the denying Contracting Party does not maintain diplomatic relations, or with respect to whom the denying Contracting Party adopts or maintains prohibitive measures or measures that would be violated or circumvented if the benefits of this Agreement were accorded to the investor or its investments.

2. Notwithstanding any other provision of this Agreement, the benefits of this Agreement shall not be available to an investor of a Contracting Party and investments of such an investor if:

- (a) the investor is owned or controlled by legal entities or natural persons of the Contracting Party in whose territory the investment has been made; or
- (b) the investor has acquired the nationality of a Contracting Party for the primary purpose of obtaining benefits under this Agreement that would not otherwise be available to the investor.

Article 12

Special Formalities and Information Requirements

1. Nothing in Article 3 shall be construed to prevent a Contracting Party from adopting or maintaining a measure that prescribes special formalities in connection with covered investments, such as a requirement that covered investments be legally constituted or registered under the requirements of its legislation, provided that such formalities do not materially impair the protections afforded by the Contracting Party to investors of the other Contracting Party and to covered investments pursuant to this Agreement and are not used as means of avoiding the Contracting Party's commitments or obligations under this Agreement.
2. Notwithstanding Articles 3 and 4, a Contracting Party may require an investor of the other Contracting Party or its covered investment to provide information concerning that investment solely for informational or statistical purposes; and the Contracting Party shall protect such information as is confidential from any disclosure that would prejudice the competitive position of the investor or its covered investment.

Article 13

Non-Conforming Measures

1. Articles 3 and 4 shall not apply to:
 - (a) any measure that a Contracting Party adopts or maintains with respect to government procurement;
 - (b) subsidies or grants provided by a Contracting Party including government-supported loans, guarantees and insurance; and
 - (c) any measure related to the acquisition of rights to land and real estate.
2. For greater certainty, the Contracting Parties confirm their understanding that any requirement for nationality or residency of senior management or a board of directors shall not be regarded as inconsistent with Articles 3 and 4.
3. Notwithstanding paragraphs 2 and 3, any existing measures shall not, by themselves, give rise to a breach of Articles 3 and 4.

Article 14
General Exceptions

1. Nothing in this Agreement shall be construed to prevent a Contracting Party from adopting, maintaining or enforcing measures including environmental measures, that are necessary to:

- (a) protect human, animal or plant life or health;
- (b) protect public morals or maintain public order;
- (c) protect national treasures of artistic, historic or archaeological value;
or
- (d) conserve living or non-living exhaustible natural resources.

2. Nothing in this Agreement shall prevent the Contracting Parties from adopting or maintaining measures for prudential reasons including:

- (a) the protection of investors, depositors, policy holders and policy claimants, as well as financial market participants or persons to whom a fiduciary duty is owed by a financial institution;
- (b) the maintenance of the safety, soundness, integrity or financial responsibility of financial institutions; and
- (c) ensuring the integrity and stability of the Contracting Party's financial system,

and such measures shall be taken in good faith and shall not be used as means of avoiding a Contracting Party's commitments or obligations under this Agreement.

3. Nothing in this Agreement shall be construed:

- (a) to require a Contracting Party to furnish or allow access to any information the disclosure of which it determines to be contrary to its essential security interests; or
- (b) to preclude a Contracting Party from applying measures that it considers necessary for the fulfilment of its obligations under the United Nations Charter with respect to the maintenance or restoration of international peace or security, or for the protection of its own essential security interests, or in order to carry out obligations it has accepted for the purposes of maintaining international security.

Article 15

Senior Management and Board of Directors

Neither Contracting Party may require that an enterprise of that Contracting Party that is an investment of an investor of the other Contracting Party appoint to a top senior management position or as an executive, a person of any particular nationality.

SECTION C

Investor - State Dispute Settlement

Article 16

Consultations and Negotiations

1. Where the competent authority of a Contracting Party receives, in accordance with paragraph 2, a written request from an investor of the other Contracting Party for consultations and negotiations regarding a dispute in connection with an investment by the investor in its territory, the Contracting Party shall initially seek to resolve the dispute through such consultations and negotiations, which may include the use of non-binding, third-party procedures.
2. The request for consultations and negotiations must contain a brief description of the facts regarding the measures at issue.
3. For greater certainty, the initiation of consultations and negotiations shall not be construed as recognition of the jurisdiction of a tribunal.

Article 17

Submission of Claim to Arbitration

1. Where an investment dispute is not settled by consultations and negotiations in accordance with Article 16 within six months from the date on which the investor submitted the request for consultations and negotiations to the Contracting Party, the investor may submit the dispute to arbitration under this Article in accordance with paragraphs 2 to 6, claiming that:
 - (a) the Contracting Party has breached an obligation under Section B; and
 - (b) the investor has incurred loss or damage by reason of, or arising out of, that breach.

2. At least ninety days before submitting a claim to arbitration under this Article, an investor shall deliver to the Contracting Party, written notice of its intention to submit the claim to arbitration; and the notice shall specify:
 - (a) the name and address of the investor;
 - (b) for each claim, the provision of Section B alleged to have been breached and any other relevant provisions;
 - (c) the legal and factual basis for each claim; and
 - (d) the relief sought and the approximate amount of damages claimed.
3. An investor may submit a dispute to arbitration:
 - (a) under the ICSID Convention;
 - (b) under the UNCITRAL Arbitration Rules; or
 - (c) by any other arbitration institution or under any other arbitration rules, where the disputing parties agree.
4. The notice of or request for arbitration shall be accompanied by:
 - (a) the name of the arbitrator that the investor intends to appoint; or
 - (b) the investor's written consent for the Secretary-General to appoint the arbitrator.
5. A claim shall be deemed submitted to arbitration under this Article when the investor's notice of or request for arbitration:
 - (a) referred to in paragraph 1 of Article 36 of the ICSID Convention, is received by the Secretary General;
 - (b) referred to in Article 3 of the UNCITRAL Arbitration Rules, together with the statement of claim referred to in Article 20 of the UNCITRAL Arbitration Rules, is received by the Contracting Party; or
 - (c) by any other arbitration institution or under any other arbitration rules selected pursuant to paragraph 3(c), is received by the Contracting Party, unless otherwise specified by such institution or in such rules.

6. A claim asserted by an investor for the first time after a notice of or request for arbitration is submitted shall be deemed submitted to arbitration under this Article on the date of its receipt under the applicable arbitral rules.

7. For greater certainty the Contracting Parties understand that a breach of a contract is not necessarily considered a breach of a provision of this Agreement, and the contract shall be governed by its terms and conditions.

Article 18

Consent of each Contracting Party to Arbitration

1. Each Contracting Party hereby consents to the submission of a claim to arbitration under Article 17 in accordance with this Agreement.

2. The consent under paragraph I and the submission of a claim to arbitration under Article 17 shall be deemed to satisfy the requirements of Article 26 of the ICSID Convention for written consent of the parties.

Article 19

Conditions and Limitations on Consent of Each Party

1. No claim may be submitted to arbitration under Article 17 if more than three years have elapsed from the date on which the investor first acquired, or should have first acquired, knowledge of the breach alleged under Article 17(1) and knowledge that the investor has incurred loss or damage.

2. An investor may initiate or continue an action that seeks interim injunctive relief, that does not involve the payment of monetary damages, before a court of competent jurisdiction or an administrative tribunal under the law of the Contracting Party provided that the action is brought for the sole purpose of preserving the investor's rights and interests during the pendency of the arbitration.

Article 20

Selection of Arbitrators

1. Unless the disputing parties otherwise agree, the tribunal shall comprise three arbitrators, one arbitrator appointed by each of the disputing parties and the third, who shall be the presiding arbitrator, appointed by agreement of the disputing parties; and the arbitrators appointed by each party may be nationals of the Contracting Parties or of countries with which both Contracting Parties maintain diplomatic relations.

2. The Secretary-General shall serve as the appointing authority for an arbitration under this Section, in accordance with paragraph 3, and, if the Secretary-General is a national of either Contracting Party or a national of a non-Party that does not maintain diplomatic relations with either Contracting Party or is otherwise prevented from discharging the said function, the Deputy Secretary General shall be invited to make the appointment.

3. If a tribunal has not been constituted within ninety days of the date a claim is submitted to arbitration under Article 17, the Secretary-General, on the request of a disputing party, shall appoint, in his discretion, the arbitrators not yet appointed; but the Secretary-General shall not appoint a national of either Contracting Party as the presiding arbitrator unless the disputing parties otherwise agree.

4. For the purposes of Article 39 of the ICSID Convention and without prejudice to an objection to an arbitrator on a ground other than nationality:

- (a) the disputing Contracting Party agrees to the appointment of a national of the other Contracting Party to a tribunal established under the ICSID Convention; and
- (b) an investor referred to in Article 17(1) may submit a claim to arbitration under Article 17, or continue a claim, under the ICSID Convention, only on the condition that the investor agrees in writing to the appointment of a national of the disputing Contracting Party as a member of the tribunal.

5. Subject to the rights of the disputing parties provided for in this Article to choose a national of each Contracting Party as an arbitrator, all arbitrators referred to in this Section may not be nationals of states that do not have diplomatic relations with both Contracting Parties.

Article 21

Conduct of Arbitrators

The arbitrators shall:

- (a) have experience or expertise in public international law, international investment rules or dispute settlement derived from international investment agreements;
- (b) be independent from the Contracting Parties and the investor, and not be affiliated with or receive instructions from any of them;

- (c) not take instructions from any organization or government with regard to matters before their tribunal;
- (d) avoid creating an appearance of bias and not be influenced by self-interest, outside pressure, political considerations, public clamour, loyalty to a Contracting Party, disputing party or any other person involved or participating in the proceedings, fear of criticism or financial, business, professional, family or social relationships or responsibilities;
- (e) not, directly or indirectly, incur any obligation, or accept any benefit, enter into any relationship, or acquire any financial interest that would in any way interfere, or appear to interfere, with the proper performance of their duties, or that is likely to affect their impartiality;
- (f) not use their position as a member of the tribunal to advance any personal or private interests, and avoid actions that may create the impression that others are in a special position to influence them;
- (g) perform their duties thoroughly and expeditiously throughout the course of the proceedings, and with fairness and diligence;
- (h) avoid engaging in ex parte contacts concerning the proceedings; and
- (i) consider only those issues raised in the proceedings and which are necessary for a decision or award, and not delegate this duty to any other person.

Article 22

Place of Arbitration

1. The disputing parties may agree on the place of arbitration.
2. If the disputing parties fail to reach an agreement regarding the place of arbitration, the tribunal shall, in consultation with the disputing parties, determine the place of arbitration provided that:
 - (a) the place of arbitration shall be in the territory of a Contracting Party or in the territory of a non-Party that is a party to the New York Convention;

- (b) the determination of the place of arbitration is in accordance with the applicable arbitration rules;
- (c) the tribunal takes the disputing parties' views and interests into consideration, including with regard to the financial burden of the arbitration procedure; and
- (d) where the determined location is in the territory of a non-Party, the non-Party has diplomatic relations with both Contracting Parties.

Article 23
Governing Law

Where a claim is submitted under this Section, the tribunal shall decide the issues in dispute in accordance with this Agreement, domestic law and any applicable rules of international law.

Article 24
Awards

1. Where a tribunal makes a final award against a respondent, the tribunal may award:
 - (a) monetary damages and any applicable interest;
 - (b) restitution of property, in which case the award shall provide that the disputing Contracting Party may pay monetary damages and any applicable interest, in lieu of restitution; or
 - (c) both.
2. A tribunal may, at its own discretion, award costs and attorneys' fees in accordance with this Section and the applicable arbitration rules.
3. Without prejudice to paragraph 2, the monetary value of an award made under paragraph 1 shall not exceed the monetary value of the loss or damage caused to the investor as a result of the breach determined by the tribunal.
4. A tribunal may not award punitive damages.
5. An award made by a tribunal shall have no binding force except between the disputing parties and in respect of the particular case.

6. Subject to the applicable arbitration rules and any applicable review procedure for an award available under these rules, the award shall be final and binding; and a disputing party shall abide by and comply with an award without delay.
7. Each Contracting Party shall provide for the enforcement of an award in its territory.
8. A disputing party may seek enforcement of an arbitration award under:
 - (a) the ICSID Convention, if the award was given pursuant to the submission of the investment dispute to arbitration in accordance with Article 17(3)(a); or
 - (b) the New York Convention, if the award was given pursuant to the submission of the investment dispute to arbitration in accordance with Article 17(3)(b) or (c).

SECTION D

Settlement of Disputes Between the Contracting Parties

Article 25

Settlement of Disputes between the Contracting Parties

1. Each Contracting Party shall afford an adequate opportunity for consultation, through diplomatic channels, regarding any dispute with the other Contracting Party concerning the interpretation or application of this Agreement.
2. Any dispute between the Contracting Parties as to the interpretation and application of this Agreement not satisfactorily addressed through diplomatic channels in accordance with paragraph 1 within a period of six months from the date of notification of the dispute shall, upon request by either Contracting Party, be referred for decision to an arbitral tribunal.
3. Unless otherwise provided for in this Article, or in the absence of an agreement between the Contracting Parties to the contrary, the UNCITRAL Arbitration Rules shall apply to the proceedings of the tribunal but
 - (a) the rules may be modified by the Contracting Parties or modified by the arbitrators appointed pursuant to paragraph 4, provided that both Contracting Parties agree to the modification; and

(b) subject to the foregoing, the tribunal may, for its part, determine its own rules and procedures.

4. Within sixty days from the date of receipt by either Contracting Party from the other Contracting Party of a note requesting arbitration of a dispute, each Contracting Party shall appoint an arbitrator and the two arbitrators shall, within sixty days from the date of their appointment, select and, upon approval by both Contracting Parties, appoint a third arbitrator as Chairperson of the tribunal provided that

(a) the third arbitrator is not a national of either Contracting Party; and

(b) no arbitrator is a national of a state that does not have diplomatic relations with both Contracting Parties.

5. The UNCITRAL Arbitration Rules applicable to appointing members of three-member panels shall apply mutatis mutandis to other matters relating to the appointment of the arbitrators provided that the appointing authority referenced in those rules shall be

(a) the Secretary-General of the Permanent Court of Arbitration at The Hague; and

(b) if the Secretary-General of the Permanent Court of Arbitration at The Hague is a national of either Contracting Party, a national of a state not having diplomatic relations with both Contracting Parties, or otherwise prevented from discharging the said function, the Deputy Secretary-General of the Permanent Court of Arbitration at The Hague.

6. The tribunal shall decide the dispute by a majority of votes in accordance with this Agreement and the rules of international law applicable to the subject matter, within sixty days from the date of the final submissions of documents or the date of the closing of the hearings, whichever is the later; and such decision shall be final and binding.

7. Each Contracting Party shall bear the cost of the arbitrator of its choice and its representation in the arbitral proceedings; and the cost of the Chairperson of the tribunal in discharging his duties, and the remaining costs of the tribunal, shall be borne equally by the Contracting Parties.

8. Subject to the rights of the Contracting Parties provided for in this Article to choose a national as an arbitrator, all arbitrators referred to in this Article may not be nationals of states that do not have diplomatic relations with both Contracting Parties.

SECTION E
General Provisions

Article 26

Joint Committee on Investment

1. The Contracting Parties hereby establish a Joint Committee on Investments (hereinafter referred to as “the Committee”) composed of representatives of each Contracting Party and headed in the case of:
 - (a) the United Arab Emirates, by the Under-Secretary of the Ministry of Finance or his authorized representative; and
 - (b) Barbados, the Minister of Finance or his authorized representative.
2. Unless otherwise agreed by the Contracting Parties, the Committee shall meet on the request of either Contracting Party at such time as may be requested.
3. The functions of the Committee shall include:
 - (a) reviewing this Agreement generally with a view to furthering its objectives;
 - (b) discussing and reviewing the implementation and operation of this Agreement;
 - (c) exchanging information on and discussing investment-related matters within the scope of this Agreement which relate to improvement of the investment environment;
 - (d) considering any issues raised by either Contracting Party concerning investment agreements;
 - (e) reviewing the possibility of further facilitation of investment between the Contracting Parties;
 - (f) evaluating the results obtained from the application of this Agreement and considering any other issues or matters related to the implementation of this Agreement including solving problems, obstacles and dispute resolution before submission to arbitration; and
 - (g) exchanging information on both Contracting Parties’ legislation as well as internal regulations and procedures, regarding the possibility of obtaining entry visas to their respective countries for investors, and discussion of any issues which may arise concerning such matters.

4. The Committee may, as necessary, make appropriate recommendations by consensus to the Contracting Parties for the more effective functioning or the attainment of the objectives of this Agreement.
5. The Committee may, upon the mutual consent of the Contracting Parties, invite representatives of relevant entities other than the Governments of the Contracting Parties, with the necessary expertise relevant to the issues to be discussed, and hold joint meetings with the private sectors.
6. The Committee may establish sub-committees and delegate specific tasks to such subcommittees.
7. The Committee shall discuss any issues regarding the implementation and interpretation of this Agreement.

Article 27 *Amendement*

Upon the request of either Contracting Party, the Contracting Parties shall discuss and consult in good faith, and may agree upon, any amendments to this Agreement in writing; and any such amendments shall enter into force in accordance with the procedure necessary for the entry into force of this Agreement and shall constitute an integral part of this Agreement.

Article 28 *Final Provisions*

1. The Contracting Parties shall notify each other, in writing through diplomatic channels, of the completion of their respective internal procedures necessary for the entry into force of this Agreement; and this Agreement shall enter into force on the date of the latter notification.
2. This Agreement shall remain in force for a period of ten years after its entry into force and shall continue to be in force unless terminated as provided for in paragraph 3.
3. A Contracting Party may terminate this Agreement at the end of the initial ten-year period, or at any time thereafter, by giving a one year's advance written notice of termination to the other Contracting Party, through diplomatic channels; and such termination shall become effective twelve months after the date of receipt of such notice of termination by the other Contracting Party.

4. In respect of investments made prior to the date of termination of this Agreement, the provisions of this Agreement shall continue to be effective for a period of ten years from the date of termination of this Agreement or for any longer period provided for or agreed upon in any relevant contract or approval granted to an investor by a Contracting Party.

Signed at Dubai, United Arab Emirates this December 4, 2023, in the Arabic and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

For Barbados:
Minister, the Hon. Kerrie Symmonds
Minister of Foreign Affairs and
Foreign Trade

For the United Arab Emirates:
Her Excellency
Reem Bint Ebrahim Al Hashimy
Minister of State for International
Cooperation



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Part C

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Vacation Leave

The Hon. Mr. Justice Francis Belle, Justice of Appeal, has been granted two (2) day's vacation leave on 28th and 29th December, 2023.

The Hon. Sir Patterson Cheltenham, K.A., Chief Justice, has been granted twenty-three (23) days' vacation leave from 8th to 31st January, 2024.

The Hon. Madam Justice Jacqueline Cornelius, Judge of the High Court, has been granted twenty-one (21) days' vacation leave from 15th January, 2024 to 5th February, 2024.

NOTICE NO. 1

Government Notices

Acting Appointment

The Hon. Mr. Justice Francis Belle, Justice of Appeal, has been appointed to act as Chief Justice for the period 13th to 31st January, 2024.

NOTICE NO. 2

SAGICOR LIFE INC.

RUEL PHILLIPS of Jackson Main Road, St. Michael having made sworn deposition that Policy No. J774020288 issued by Sagicor Life Inc., on his life has been lost and having made application to the Directors to grant a duplicate of the same, notice is hereby given that unless objection is raised within one month of the date hereof, the duplicate policy asked for will be issued.

Dated the 8th day of January, 2024.

By Order,

ANDREW C. GREAVES
Corporate Secretary.

Appointments to the Board of Directors of the Barbados Revenue Authority

In exercise of the Authority conferred on her by paragraphs 1 (1) of the Second Schedule to the Barbados Revenue Authority Act, 2014-1, the Minister responsible for Finance has appointed the following persons, by instrument in writing, to serve on the Board of Directors of the Barbados Revenue Authority as follows:

TERM

Ms. Sandra Osbourne	Chairman	(3 years) with effect from: July 9, 2023
Mr. Vincent Yearwood	Deputy Chairman	October 1, 2023 to July 8, 2025
Mr. Maurice Franklin	Director	October 1, 2023 to July 8, 2024
Mrs. Susan Boyea	Director	October 1, 2023 to July 8, 2024
Mr. Richard Green	Director	(3 years): July 9, 2022 to July 8, 2025

NOTICE NO. 3

SAGICOR LIFE INC.

CHARLES WHITE of 36 Crane Lodge, St. Philip being the Beneficiary of the Estate of JOAN FORDE (Deceased) and having made sworn deposition that Policy No. 077441913 issued by Sagicor Life Inc., on the life of JOAN FORDE (Deceased) has been lost and having made application to the Directors to grant a duplicate of the same, notice is hereby given that unless objection is raised within one month of the date hereof, the duplicate policy asked for will be issued.

Dated the 8th day of January, 2024.

By Order,

ANDREW C. GREAVES
Corporate Secretary.

NOTICE NO. 4

SAGICOR LIFE INC.

LIVIA MOLYNEAUX of No. 46 West Terrace Heights, St. James having made sworn deposition that Policy No. S00104538 issued by Sagicor Life Inc., on her life has been lost and having made application to the Directors to grant a duplicate of the same, notice is hereby given that unless objection is raised within one month of the date hereof, the duplicate policy asked for will be issued.

Dated the 8th day of January, 2024.

By Order,

ANDREW C. GREAVES
Corporate Secretary.