



**Response to the questionnaire on the topic  
“Settlement of international disputes to which international organizations are parties”**

1. The Permanent Court of Arbitration (the “PCA”) is an intergovernmental organization established to facilitate arbitration and other modes of resolution of disputes between States, State entities, international organizations (“IOs”), and private parties. It was established in 1899 during the first Hague Peace Conference, which makes it the oldest universal intergovernmental institution dedicated to the resolution of international disputes.
2. As of 25 April 2023, the PCA’s International Bureau has provided registry support to 615 dispute settlement proceedings involving, directly or indirectly, over 146 different States. It has also provided registry support for 54 dispute settlement proceedings involving 27 different IOs; and acted as Appointing Authority in 34 disputes involving 28 different IOs. Proceedings administered by the PCA range from inter-State matters under bilateral treaties and multilateral conventions, to investor-State disputes under investment treaties and trade agreements, to cases under contracts or other agreements involving States, State entities, IOs, and other public and private entities. The PCA is also mandated to perform certain roles under the Arbitration Rules of the United Nations Commission on International Trade Law (“UNCITRAL”) among a variety of other national and international dispute resolution instruments. The PCA’s website lists the [PCA’s own rules and conventions](#), as well as examples of [other dispute resolution rules](#) and [treaties and instruments of various kinds](#) that refer to the PCA.
3. The PCA notes that the International Law Commission (“ILC”) has included the topic “Settlement of international disputes to which international organizations are parties” in its programme of work. The ILC has requested insight regarding the experiences of IOs involved in disputes or assisting third parties or IOs in settling their disputes (the “ILC Questionnaire”).
4. The PCA addresses the ILC Questionnaire as both an IO that itself may enter into disputes with other parties and as an institution that administers disputes involving IOs.

**QUESTION 1: WHAT TYPES OF DISPUTES/ISSUES HAVE YOU ENCOUNTERED?**

5. The PCA has administered all three types of disputes identified in the ILC Questionnaire, namely: (a) disputes between IOs and private parties; (b) disputes between IOs and States; and (c) disputes between IOs. In line with the observations in paragraph 7 of the ILC Questionnaire, disputes in group (a) are the most common. As of 25 April 2023, the PCA has acted as registry for 49 claims brought by private parties against IOs. The PCA has administered two disputes falling within category (b), i.e., between States and IOs, and three disputes falling within category (c), i.e. between IOs. As of 25 April 2023, the PCA has administered a total of 54 disputes involving IOs across a variety of methods of dispute settlement, and acted as Appointing Authority in 34 disputes over the same period

(and 21 in the last ten years). Publicly available examples of PCA-administered cases involving IOs are listed in Annex A.

6. As an IO itself, the PCA has encountered disputes in group (a), i.e., disputes between IOs and private parties.

**QUESTION 2: WHAT METHODS OF DISPUTE SETTLEMENT HAVE BEEN RESORTED TO IN CASES OF DISPUTES WITH OTHER INTERNATIONAL ORGANIZATIONS, STATES OR PRIVATE PARTIES? PLEASE PROVIDE ANY RELEVANT CASE LAW, OR A REPRESENTATIVE SAMPLE THEREOF. IF YOU CANNOT PROVIDE SUCH INFORMATION FOR CONFIDENTIALITY REASONS, COULD YOU PROVIDE ANY SUCH DECISIONS OR AWARDS IN REDACTED FORM, OR A GENERIC DESCRIPTION/DIGEST OF SUCH DECISIONS?**

7. To date, the PCA has administered arbitrations, review panels, and a conciliation involving IOs. The vast majority of disputes involving IOs that the PCA has administered (51 cases) are arbitrations. These arbitrations have predominantly been conducted under the *PCA Optional Rules for Arbitration between International Organizations and Private Parties* or different versions of the *Arbitration Rules of the United Nations Commission on International Trade Law* (the “*UNCITRAL Arbitration Rules*”). The arbitrations have arisen in a variety of sectors, with the five most common sectors being: (i) administrative and support services; (ii) employment; (iii) transportation and storage; (iv) finance and insurance; and (v) public international law. The PCA has administered one conciliation between a private party and an IO. The details of this proceeding are confidential. The PCA has acted as registry to two review panels involving States on the one hand and an IO on the other, both arising under the *Convention on the Conservation and Management of High Seas Fishery Resources in the South Pacific Ocean*. While some PCA proceedings are confidential, others are public and result in arbitral awards and other materials published on the PCA’s website. As noted above, publicly available examples of PCA-administered cases involving IOs are listed in Annex A.
8. The PCA itself, in its capacity as an IO, enters into binding agreements that contain dispute resolution clauses with (a) its Contracting Parties; (b) its staff members; and (c) other parties.
9. *Contracting Parties*: In addition to its Headquarters Agreement with the Netherlands, in order to make its dispute resolution services more widely accessible, the PCA has signed 19 treaty-level Host Country Agreements (“**HCA**s”) with its Contracting Parties.<sup>1</sup> HCAs establish a legal framework of privileges and immunities under which future PCA-administered proceedings can be conducted in the territory of the host country and secure the provision by the host country of the facilities and services required for PCA-administered proceedings (such as office and meeting space and secretarial services). The

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<sup>1</sup> These Contracting Parties include Austria, Argentina, Brazil, Chile, China, Costa Rica, Djibouti, Ecuador, India, Ireland, Lebanon, Malaysia, Mauritius, Paraguay, Portugal, Singapore, South Africa, Uruguay and Viet Nam.

dispute settlement clauses in agreements between the PCA and its Contracting Parties refer to informal methods of dispute resolution such as negotiations, failing which reference is made to arbitration. A vast majority of the agreements refer to arbitration under the *PCA Optional Rules for Arbitration Involving International Organizations and States* (with the PCA's particular functions as appointing authority and secretariat excluded).

10. *Staff Members*: Disputes between the PCA and its staff members regarding administrative decisions pursuant to employment contracts are first referred to a three-member appeals board (the “**Appeals Board**”) comprising a PCA staff member, an official of an intergovernmental organization located in The Hague, and a Chair who serves or has served as a judge or arbitrator at an international tribunal or court located in The Hague. Final decisions are made by the PCA Secretary-General after receiving the opinions and recommendations of the Appeals Board, which are advisory in character. As of 1 July 2016, in the event that the PCA Secretary-General's final decision on the Appeals Board report fails to resolve the dispute, the appellant may refer the dispute to a sole arbitrator under the *UNCITRAL Arbitration Rules*. The arbitrator shall apply the terms of the contract of employment, the PCA's staff rules and directives, and any relevant jurisprudence of the International Labour Organization Administrative Tribunal (the “**ILOAT**”). The arbitration shall be seated in The Hague. The costs of the proceedings are borne by the PCA, with the arbitrator charging an hourly rate for their services, capped at EUR 5,000 per arbitration. The arbitration is to be completed within 90 days from the appointment of the arbitrator. Prior to 1 July 2016, following the Secretary-General's final decision, the ILOAT was to hear applications submitted by staff members alleging non-observance of their terms of employment. The Staff Rules were amended in 1 July 2016 to refer to arbitration rather than the ILOAT to improve the efficiency of the dispute resolution procedure in terms of costs and time and to tailor the procedure to the specific circumstances of the PCA.
11. *Other parties*: The contracts that the PCA has entered into with consultants (to whom the Staff Rules do not apply) have predominantly contained dispute resolution clauses referring to arbitration before a sole arbitrator, governed by the *UNCITRAL Arbitration Rules*. The place of arbitration is usually The Hague and the law applicable to the dispute is most often that of the State of New York. The fees of the arbitrator are commonly capped at EUR 5,000. The PCA's agreements with other service providers (including but not limited to court reporters, interpreters, technical service providers) also generally contain a reference to arbitration, governed by the *UNCITRAL Arbitration Rules*, but the PCA has on occasion accepted different terms proposed by the counterparty.<sup>2</sup>

**QUESTION 3: IN YOUR DISPUTE SETTLEMENT PRACTICE, FOR EACH OF THE TYPES OF DISPUTES/ISSUES ARISING, PLEASE DESCRIBE THE RELATIVE IMPORTANCE OF NEGOTIATION, CONCILIATION OR OTHER INFORMAL CONSENSUAL DISPUTE SETTLEMENT AND/OR THIRD-**

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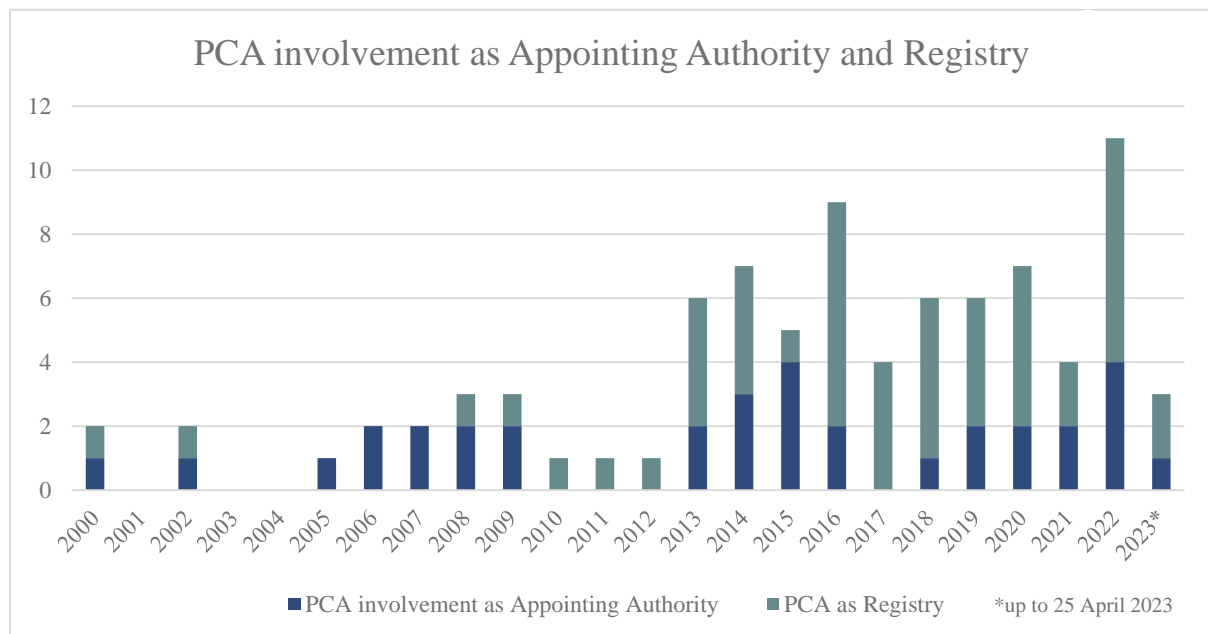
<sup>2</sup> The arbitration clauses to be inserted into both of these kinds of contracts are currently in the process of being revised.

**PARTY DISPUTE RESOLUTION, SUCH AS ARBITRATION OR JUDICIAL SETTLEMENT AND QUESTION 4: WHICH METHODS OF DISPUTE SETTLEMENT DO YOU CONSIDER TO BE MOST USEFUL? PLEASE INDICATE THE PREFERRED METHODS OF DISPUTE SETTLEMENT (CF. PARA. 9 ABOVE) FOR DIFFERENT TYPES OF DISPUTES/ISSUES (CF. PARAS. 6 AND 7 ABOVE).**

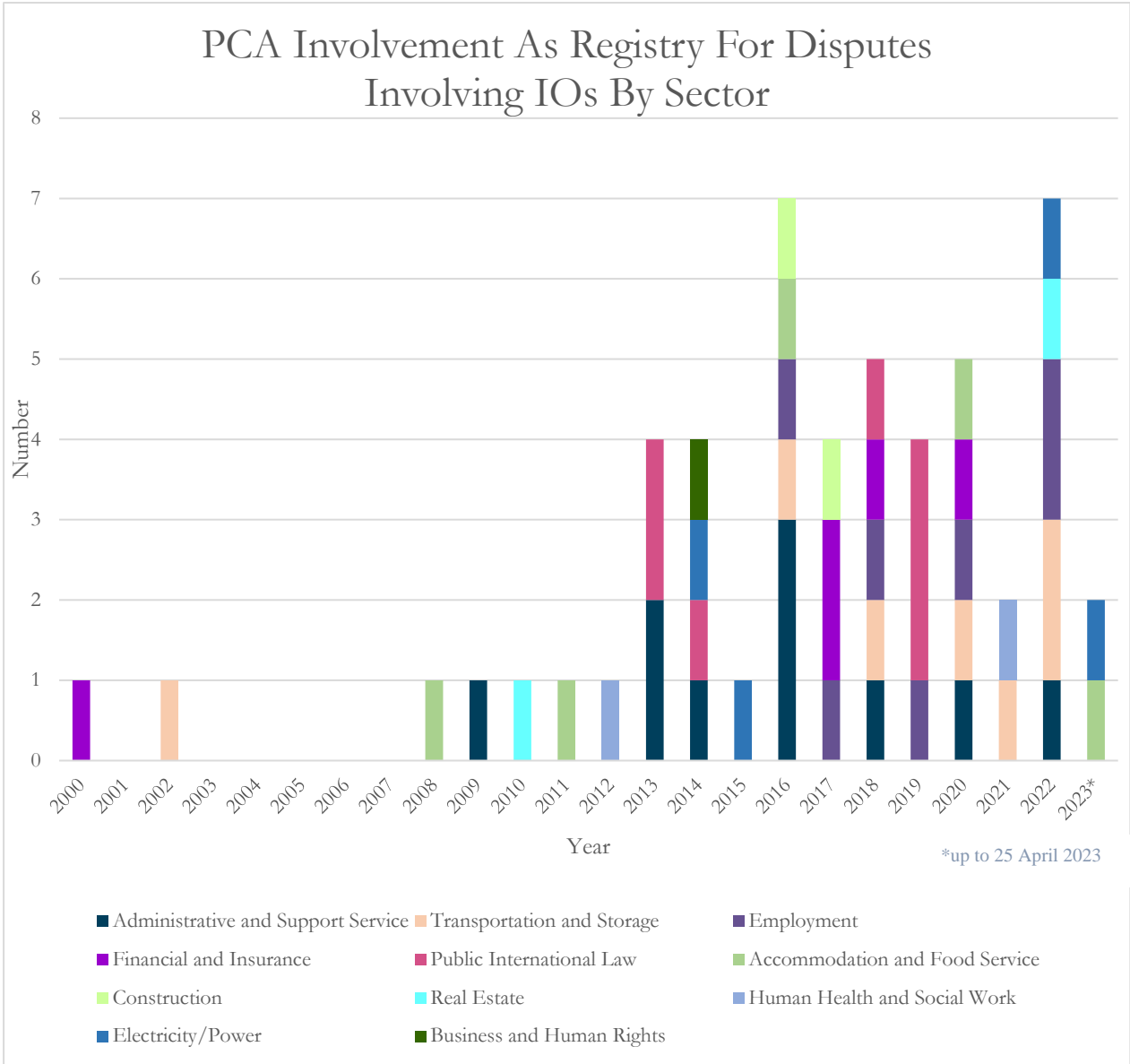
12. The PCA has experience with a variety of dispute resolution mechanisms, including negotiation and conciliation, which may be precursors to arbitration. In the cases that the PCA administers, arbitration appears to be the most important and useful method of dispute settlement for all types of disputes (as described in Paragraphs 6-7 of the ILC Questionnaire).
13. Further, arbitration is the most important and useful method of dispute settlement for the agreements to which the PCA is a party where a dispute cannot be resolved through bilateral discussions.

**QUESTION 5: FROM A HISTORICAL PERSPECTIVE, HAVE THERE BEEN ANY CHANGES OR TRENDS IN THE TYPES OF DISPUTES ARISING, THE NUMBERS OF SUCH DISPUTES AND THE MODES OF SETTLEMENT USED?**

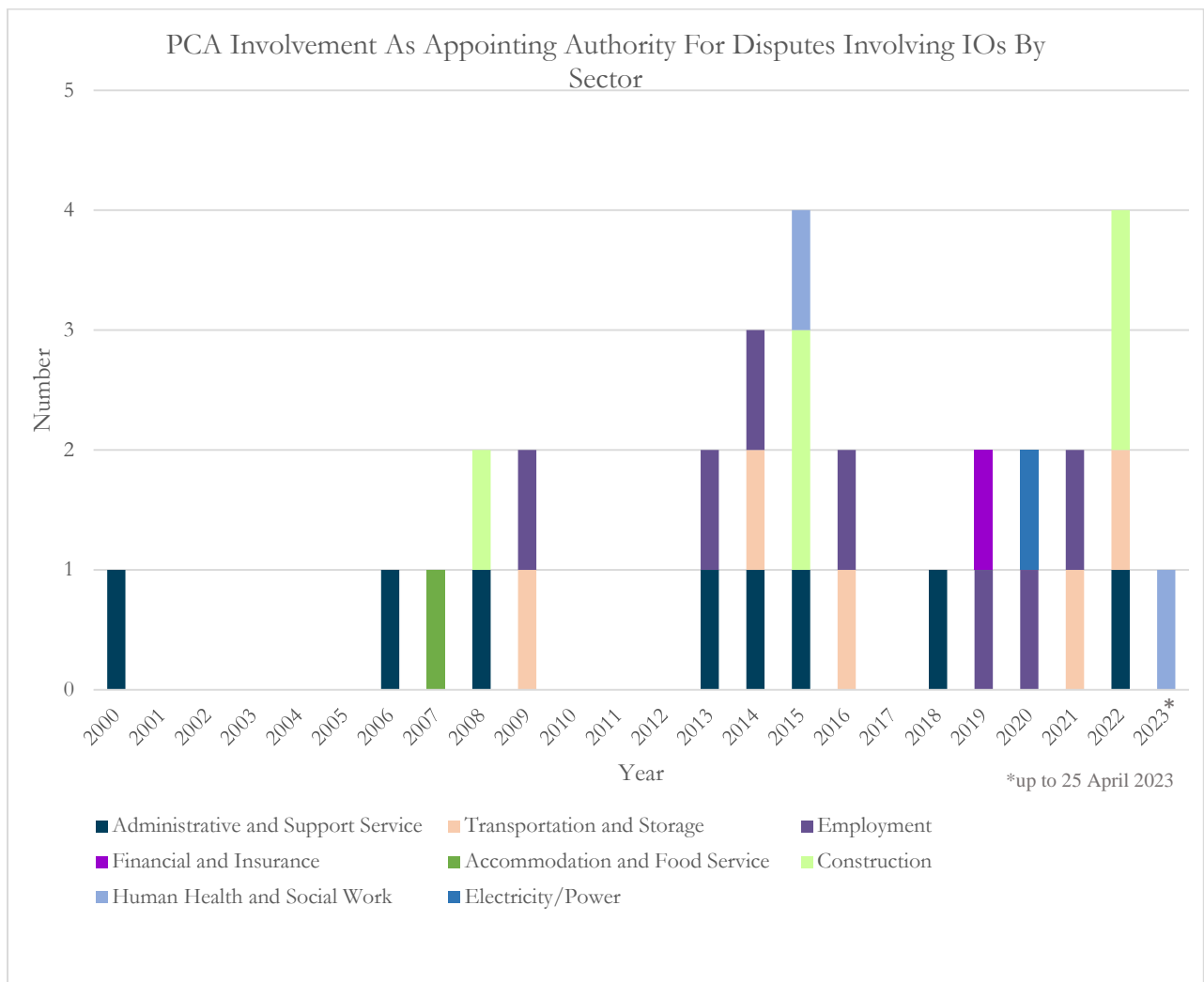
14. In recent years, the PCA has observed an increase in the number of cases it administers that involve IOs. The graph below depicts the number of new cases each year involving an IO that have been added to the PCA’s docket from the year 2000 until 25 April 2023.



15. The type of dispute (as set out in Paragraph 7 of the ILC Questionnaire) in which the PCA has seen the greatest increase has been disputes involving IOs and private parties. Of the 54 disputes it has administered as registry in total, the majority (35 cases) have been added to the PCA's docket in the last seven years. The PCA's involvement as an appointing authority has been more evenly spread out, with the number of requests to act as appointing authority in cases involving IOs in the last six years (12 requests) being relatively uniform.
  
16. Additionally, there have been changes in the sector in which disputes involving IOs have arisen. Whilst disputes involving Administrative & Support Services and Finance & Insurance were especially common in the mid-2010s, these have proportionately been replaced by a rise in employment, and Transportation and Storage disputes in the early 2020s. Set out below is a chart indicating a sector-based breakdown of PCA-administered disputes involving IOs.



17. By contrast, there have been fewer changes as regards sector in the cases in which the PCA has been called upon to facilitate the constitution of the tribunal. Such disputes remain predominantly based on Employment, Administrative & Support Services, and Transportation & Storage. This can be seen in the figure below:



**QUESTION 6: DO YOU HAVE SUGGESTIONS FOR IMPROVING THE METHODS OF DISPUTE SETTLEMENT (THAT YOU HAVE USED IN PRACTICE)?**

18. The PCA has administered a number of arbitrations arising under contracts between IOs and private parties. The parties to some of these matters (in particular, those arising in the employment sector) are cost-sensitive. These arbitrations could benefit from procedural mechanisms to control cost and the duration of the arbitration. The mechanisms that the PCA has observed used in these cases include, but are not limited to (i) the appointment of a sole arbitrator rather than a panel; (ii) dispensing with a hearing, and having a decision made on the basis of written submissions alone; (iii) dispensing with document production procedures; (iv) conducting meetings and/or hearings by video-conference rather than in-person; (v) choosing an experienced appointing authority for arbitrators; (vi) using expedited appointment procedures for arbitrators (for instance, dispensing with a list-procedure for the appointment of a sole arbitrator in favour of a direct appointment by the appointing authority); (vii) using a registry that can help reduce the time spent by the tribunal on routine tasks; and (viii) using an electronic file only, without paper copies. Some of these mechanisms have

been incorporated in the arbitration clauses to which the PCA is a party, as described above in Paragraphs 10-11.

**QUESTION 7: ARE THERE TYPES OF DISPUTES THAT REMAIN OUTSIDE THE SCOPE OF AVAILABLE DISPUTE SETTLEMENT METHODS?**

19. The PCA is not limited in respect of the subject matter or procedural framework under which it may administer disputes involving IOs. For example, as described above in Paragraph 7, the PCA has acted as registry to the *sui generis* review panel mechanism established under the *Convention on the Conservation and Management of High Seas Fishery Resources in the South Pacific Ocean*. In its practice as registry, the PCA has observed gaps where appropriate dispute resolution methods have not been established. However, the PCA has not observed any types of disputes involving IOs that cannot be accommodated within the scope of available dispute settlement methods either in the cases it administers or in its own practice as an IO. In this regard, the PCA has significant experience advising other IOs regarding dispute settlement options and design.

**QUESTION 8: DOES YOUR ORGANIZATION HAVE A DUTY TO MAKE PROVISION FOR APPROPRIATE MODES OF SETTLEMENT OF DISPUTES ARISING OUT OF CONTRACTS OR OTHER DISPUTES OF A PRIVATE LAW CHARACTER UNDER THE 1946 CONVENTION ON THE PRIVILEGES AND IMMUNITIES OF THE UNITED NATIONS, THE 1947 CONVENTION ON THE PRIVILEGES AND IMMUNITIES OF THE SPECIALIZED AGENCIES, OR AN EQUIVALENT TREATY? HOW IN PRACTICE HAS YOUR ORGANIZATION INTERPRETED AND APPLIED THE RELEVANT PROVISIONS?**

20. Yes. The *Agreement Concerning the Headquarters of the Permanent Court of Arbitration* states in Article 16(1) that:

The PCA shall make provisions for appropriate methods of settlement of:

- (a) Disputes arising out of contracts and disputes of a private law character to which the PCA is party; and
- (b) Disputes involving an Official of the PCA who, by reason of his official position, enjoys immunity, if such immunity has not been waived by the PCA.

21. The PCA has applied the above provision by putting in place the dispute settlement mechanisms described in Paragraphs 10-11.

**QUESTION 9: ARE THERE STANDARD/MODEL CLAUSES CONCERNING DISPUTE SETTLEMENT IN YOUR TREATY AND/OR CONTRACTUAL PRACTICE? PLEASE PROVIDE REPRESENTATIVE EXAMPLES.**

22. In its contracts with other parties, the PCA has often used the following arbitration clause:

The Parties agree that any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules 2010:



- a) The appointing authority shall be the Netherlands Arbitration Institute;
- b) The number of arbitrators shall be one;
- c) The place of arbitration shall be The Hague, the Netherlands;
- d) The language to be used in the arbitral proceedings shall be English;
- e) The applicable law shall be the law of the State of New York, United States of America; and
- f) The arbitrator may charge fees at an hourly rate for his or her work on the case. Those fees shall be capped at a maximum of EUR 5,000.<sup>3</sup>

23. The PCA uses a model HCA as a starting point for treaty-level negotiations with its Contracting Parties, which contains the following dispute settlement clause:

Article 15 – Dispute Settlement

- (1) Any dispute among the Parties to the present Agreement that is not settled by negotiation shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States (the “Rules”), as in force on the date of signature of this Agreement. The number of arbitrators shall be one. The appointing authority shall be the President of the International Court of Justice.
- (2) In any such arbitration proceedings, the registry, archive, and secretariat services of the PCA, referred to in Article 1, paragraph 3, and Article 25, paragraph 3, of the Rules, will not be available, and the PCA shall not be empowered to request, hold, or disburse deposits of costs as provided for in Article 41, paragraph 1, of the Rules.

24. In its practice as appointing authority and as an institution administering disputes involving IOs, the PCA has come across many standard dispute resolution clauses covering various kinds of disputes with IOs. Some representative examples are set out below.

25. Section 15 of the [Staff Regulations of the Energy Community](#) states:

Dispute Settlement

Any dispute between the Employer and the Employee shall be settled by a tribunal composed of a single arbitrator appointed by the Secretary General of the Permanent Court of Arbitration, Peace Palace, Carnegieplein 2, 2517 KJ The Hague, The Netherlands, in accordance with the relevant Optional Rules for Arbitration involving international organizations and private parties. The tribunal shall decide a dispute in accordance with these Staff Regulations. Matters concerning the interpretation of the Treaty establishing the Energy Community and its appendices shall not be within the competence of the tribunal.

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<sup>3</sup> The terms of this arbitration clause have sometimes varied, and it is currently in the process of being revised. It also bears noting that, although counter to best practices observed for other IOs, the PCA cannot propose to serve as appointing authority or registry for arbitrations in which it is involved as a party.

26. Article 38.2 of the [\*Staff Regulations and Rules of the International Commission for the Conservation of Atlantic Tuna\*](#) states that:

A staff member who:

(i) considers that they have been subjected to discriminatory or harassing decisions or attitudes; or

(ii) wishes to request a review of an administrative decision other than a disciplinary measure,

may make a formal complaint for settlement of the conflict in accordance with the following scheme of appeals:

1. Appeal at first instance to an internal body of the Secretariat, which shall be composed of an odd number of members drawn equally from the different departments of the Secretariat and shall be chaired by the STACFAD Chair. The procedure for constitution of this body, the potential reasons for abstention and recusal of its members, the length of the appointment, and all other procedural matters shall be regulated and developed in a specific document.

2. In the event of disagreement with the decision taken by the internal body set up to resolve the complaint at first instance, an appeal may be lodged at second instance before the Permanent Court of Arbitration (PCA) based in The Hague (The Netherlands). The procedure is regulated in the PCA Arbitration Rules.<sup>4</sup>

27. Section 17 of the [\*United Nations Relief and Works Agency for Palestine Refugees in the Near East: General Conditions of Contract for Provision of Goods Only\*](#) states:

17.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek assistance of a neutral third person in their attempt to reach an amicable settlement in a process of conciliation or mediation, such process shall take place in accordance with the Optional Conciliation Rules of the Permanent Court of Arbitration in force at the date of commencement of conciliation or mediation, as the case may be, or according to such other procedure as may be agreed between the Parties in writing.

17.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of or relating to the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 17.1 above within sixty (60) days after receipt by one Party of the other Party's written request for conciliation or mediation, shall be settled by arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration between International Organizations and Private Parties in force on the date of this Contract (the "PCA Arbitration Rules"). The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The appointing authority shall be designated by the Secretary-General of the Permanent Court of Arbitration following a written request submitted by either Party. The number of arbitrators shall be three, unless the Parties, in the interest of economy of proceedings, agree that there shall be

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<sup>4</sup> The PCA understands this to be a reference to the [PCA Arbitration Rules 2012](#).

one arbitrator. The place of arbitration shall be Amman, Jordan. The language to be used in the arbitral proceedings shall be English. The arbitrators must be fluent in that language. The arbitral tribunal shall be empowered to take any measures it deems appropriate, including without limitation, ordering the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, ordering the termination of the Contract, or ordering that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to the PCA Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

28. Further representative examples of standard/model clauses concerning dispute resolution in treaties or contracts that may refer to the PCA are available on the [PCA's website under "Model Contracts and Agreements"](#). Among those model contracts and agreements which specifically involve IOs are the following:
- (a) [European Commission Model Grant Agreement](#), 2019.
  - (b) [Asian Infrastructure Investment Bank General Conditions for Sovereign-backed Loans](#), 2016.
  - (c) [The Green Climate Fund Template for the Bilateral Agreement on Privileges and Immunities](#), 2015.
  - (d) [NATO Support and Procurement Agency General Provisions for Fixed Price Contracts \(Materiel\)](#), 2015.
  - (e) [General Conditions Applicable to European Union Contribution Agreements with International Organization for Humanitarian Aid Actions](#), 2013.
  - (f) [General Conditions applicable to Loan, Guarantee and Grant Agreements of the African Development Bank and the African Development Fund](#), 2009.
  - (g) [Energy Charter Secretariat Model Intergovernmental and Host Government Agreements for Cross-Border Electricity Projects](#), 2008.
  - (h) [International Emission Trade Association Code of CDM Terms](#), 2006.
29. The PCA has also come across many dispute resolution provisions in a variety of instruments involving IOs that appear to have been concluded on the basis of standard/model clauses, even if it such standard/model clauses are not publicly available. Representative examples may be found on the [PCA's website](#).

**QUESTION 10: DOES "OTHER DISPUTES OF A PRIVATE LAW CHARACTER" (SEE 8) ABOVE) ENCOMPASS ALL DISPUTES OTHER THAN THOSE ARISING FROM CONTRACTS? IF NOT, WHICH CATEGORIES ARE NOT INCLUDED? WHAT HAS BEEN THE PRACTICE OF YOUR ORGANIZATION IN DETERMINING THIS? WHAT METHODS OF SETTLEMENT HAVE BEEN USED FOR "OTHER DISPUTES OF A PRIVATE LAW CHARACTER" AND WHAT HAS BEEN REGARDED AS THE APPLICABLE LAW?**

30. The PCA does not have any direct experience as an IO with the invocation of the term "disputes of a private law character" in Article 16(1) of the *Agreement Concerning the Headquarters of the Permanent Court of Arbitration*.

**QUESTION 11: HAVE YOU DEVELOPED A PRACTICE OF AGREEING EX POST TO THIRD-PARTY METHODS OF DISPUTE SETTLEMENT (ARBITRATION OR ADJUDICATION) OR WAIVING IMMUNITY IN CASES WHERE DISPUTES HAVE ALREADY ARISEN AND CANNOT BE SETTLED OTHERWISE, E.G. BECAUSE NO TREATY/CONTRACTUAL DISPUTE SETTLEMENT HAS BEEN PROVIDED FOR?**

31. No, the PCA has not developed such a practice.

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32. The PCA is pleased to support the work of the International Law Commission and is available to elaborate the matters discussed in this document.

### Annex A

YEAR	CASE NAME	AREA OF DISPUTE	CONFIDENTIALITY	DISPUTE SETTLEMENT CLAUSE	PROCEDURAL RULES
<i>Disputes between IOs</i>					
2017	<a href="#"><u>PCA Case No. 2017-03 International Management Group v. EU</u></a>	Not public	Basic case information available	Not public	Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States
2017	<a href="#"><u>PCA Case No. 2017-04 International Management Group v. EU</u></a>	Not public	Basic case information available	Not public	Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States
<i>Disputes between IOs and States</i>					
2013	<a href="#"><u>PCA Case No. 2013-14 Russian Federation v. Commission of the South Pacific Regional Fisheries Management Organisation</u></a>	Agriculture, forestry and fishing	Full decisions and orders available	Article 17 and Annex II of the Convention on the Conservation and Management of High Seas Fishery Resources in the South Pacific Ocean	Ad hoc rules of procedure
2013	<a href="#"><u>PCA Case No. 2013-30 The Atlanto-Scandian Herring Arbitration (The Kingdom of Denmark in respect of the Faroe Islands v. The European Union)</u></a>	Agriculture, forestry and fishing	Full decisions and orders available	Annex VII of the United Nations Convention on the Law of the Sea	Ad hoc rules of procedure
2018	<a href="#"><u>PCA Case No. 2018-13 Ecuador v. Commission of the South Pacific Regional Fisheries Management Organisation</u></a>	Agriculture, forestry and fishing	Full decisions and orders available	Article 17 and Annex II of the Convention on the Conservation and Management of High Seas Fishery Resources in the South Pacific Ocean	Ad hoc rules of procedure

YEAR	CASE NAME	AREA OF DISPUTE	CONFIDENTIALITY	DISPUTE SETTLEMENT CLAUSE	PROCEDURAL RULES
<i>Disputes between IOs and Private Parties</i>					
2000	<a href="#"><u>PCA Case No. 2000-04 Dr. Horst Reineccius v. Bank for International Settlements</u></a>	- Other -	Full decisions and orders available	Article XV of the Agreement regarding the Complete and Final Settlement of the Question of Reparations	Ad hoc rules of procedure
2010	<a href="#"><u>PCA Case No. 2010-08 Polis Fondi Immobiliari di Banche Popolari SGR PA v. International Fund for Agricultural Development</u></a>	Real estate	Full decisions and orders available	Article 15, Agreement signed between the Respondent and Unione Immobiliare S.p.A. on 30 December 1999 for the rental of the building on Via Del Serafico 121, Rome, Italy	UNCITRAL Arbitration Rules 1976
2014	<a href="#"><u>PCA Case No. 2014-38 Municipalidad Distrital de la Punta v. Oficina de Servicios para Proyectos de las Naciones Unidas (UNOPS)</u></a>	- Other -	Basic case information available	Not public	UNCITRAL Arbitration Rules 1976
2016	<a href="#"><u>PCA Case No. 2016-03 D v. Energy Community</u></a>	- Other -	Basic case information available	Employment Agreement between the Parties dated 18 July, 2007; Article 15, Staff Regulations of the Energy Committee (as amended, 18 December, 2009); Article 5(4), Agreement between the Republic of Austria and the Energy Committee regarding the Seat of the Secretariat of the Energy Community, dated 29 May, 2007.	Permanent Court of Arbitration Optional Rules for Arbitration between International Organizations and Private Parties

YEAR	CASE NAME	AREA OF DISPUTE	CONFIDENTIALITY	DISPUTE SETTLEMENT CLAUSE	PROCEDURAL RULES
2016	<a href="#"><u>PCA Case No. 2016-28 Mohamed Ismail Reygal v. United Nations High Commissioner for Refugees (UNHCR)</u></a>	Administrative and support service	Basic case information available	Article 15, General Conditions of Contract for the Service of Individual Contractors, UNHCR	UNCITRAL Arbitration Rules 2010
2019	<a href="#"><u>PCA Case No. 2019-04 A. v. UN Organization</u></a>	- Other -	Basic case information available	Not public	Permanent Court of Arbitration Optional Rules for Arbitration between International Organizations and Private Parties
2019	<a href="#"><u>PCA Case No. 2019-19 Ge Gao, Hongwei Meng, Zihong Meng and Ziheng Meng v. INTERPOL</u></a>	- Other -	Basic case information available	Not public	Permanent Court of Arbitration Optional Rules for Arbitration between International Organizations and Private Parties
2020	<a href="#"><u>PCA Case No. 2020-07 Nord Stream 2 AG v. The European Union</u></a>	Oil and gas	Full decisions and orders available	Article 26, Energy Charter Treaty	UNCITRAL Arbitration Rules 1976
2020	<a href="#"><u>PCA Case No. 2020-37 Jordanian Insurance Company v. UN Organization</u></a>	- Other -	Basic case information available	Not public	Permanent Court of Arbitration Optional Rules for Arbitration between International Organizations and Private Parties