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Enforcement of International Investment Arbitration Awards: Comparative Lessons from Indonesia and China

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ENFORCEMENT OF INTERNATIONAL INVESTMENT ARBITRATION AWARDS: COMPARATIVE LESSONS FROM INDONESIA AND CHINA

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Abstract

The current world has various methods to resolute the investment dispute, while the main reason which should be largely taken into account when people choose the way to resolve the dispute is whether the recognition and enforcement of the resolution is effective or not.

As the most popular resolution chosen for investment dispute, the international arbitration is playing the most crucial role on the current stage. The article focuses on the comparative study on the recognition and enforcement of International Investment Arbitration Award between Indonesia and China. The research addresses two questions namely: (1) how to make the dispute settlement mechanism of investment arbitration in Indonesia more effective; and (2) whether China should establish an arbitration investment dispute mechanism and what kind of mechanism if it should. The research uses the qualitative data to elaborate, and the sources will be more presented by the secondary data, such as the treaties, laws, regulations and cases. The descriptive measurement will be mainly taken in this article. Besides, the various analyses are used to interpret the meanings in the data.

Based on the research, several problems from both Indonesia and China have been found, namely, even though Indonesia has established the relevant mechanism, the blur and unclear regulations for the process and the unpractical requirement for documents have been the obstacles for practicing. The problem for China is that the mechanism has not yet established. There are some solutions to solve those problems, including for Indonesia, detailing each process, confirming the competent authority and illustrating the condition for annulment, providing the public with relevant information, revising the requirement for submission of the certain documents. While for China, the government should eliminate interfering the use of Public Order, the Judicial Review and the State Immunity, and establish the mechanism from the perspectives of the theory and the practice.

Keywords: *Investor-State Dispute, International Investment Arbitration, Enforcement of International Arbitral Award, Indonesia, China*

I. INTRODUCTION

A. General Background

With the entering of the post pandemic times, the world economy urgently needs to be recovery and developed, the international investment is surely being one of the most important formats to be involved in the economic activity.

When the international investment becomes more and more, the coming disputes will also occur more and more. Whether the resolution for the dispute we choose can be recognized and enforced or not, predominantly affects the way we choose to

solve the dispute. In recent decades, international arbitration is the most desired resolution for the invest dispute in practice. While in the global investment area, when the investment dispute happens, whether an investment arbitration award can be recognized and enforced effectively, is mainly affecting the choice of resolution for the dispute. Among various institutional and non-institutional arbitration center in the world, 835 cases have chosen the ICSID to resolve the investment dispute, and this amount of the case has taken the majority of the total cases.[1] Examples of this article will be more illustrated by the recognition and enforcement of the investment award under ICSID.

The recognition and enforcement of investment award should have two different occasions, namely the State plays the role as the Respondent and the State's investor plays the role as the Claimant. For details, when one State becomes the Respondent of the case, this State is likely to be the party which needs to recognize and enforce the award, another case is that one State's investor is the Claimant, and the other State is the Party which should recognize and enforce the arbitration award. As we are doing the comparative study on this area between China and Indonesia, and the goal of this article is on the how is the relevant procedures in China and Indonesia. The above first occasion namely while China and Indonesia being as the Respondent party, what kind of procedure concerning the recognition and enforcement of Investment Arbitration Award in domestic China and Indonesia will be discussed.

B. The Current Mechanism in Indonesia

Based on the requirement of the relevant International Treaties, Indonesia Government has been fulfilling its obligation under certain International Agreement. For instance, Indonesia Government issued the Law No.30 of 1999 on Arbitration and Alternative Dispute Resolution. The relevant recognition and enforcement of International Investment Arbitration Awards is regulated in this law. Unlike the commercial international arbitration award, the Investor-State Arbitration Award needs to be submitted to the Supreme Court in the first instance instead of submitting to the Central Jakarta Court.

According to the Arbitration and Alternative Dispute Resolution Law, the procedure for recognizing and enforcing the International Arbitration Award should be as follows,

For Indonesia, the Award of International Arbitration needs to be awarded by the arbitration tribunal, and the tribunal should be also in a country which is the same with Indonesia to have signed the the bilateral agreement or the multilateral agreement.

The International Arbitration Award should be in line with the provisions of Indonesia, and in the field of commercial law.

The International Arbitration Awards cannot be considered to have any violation to the public order before it can be enforced in Indonesia.

Before the International Arbitration Award can be forced in Indonesia, the applicant should obtain the order of Exequatur, and this Exequatur should be issued by the Chief Judge of the Central Jakarta District Court.

[1] "Investment Policy Hub" Accessed 1st, April,2024, https://investmentpolicy.unctad.org/investment-dispute-settlement

The order of Exequatur from the Supreme Court must be obtained before it could be enforced, only with this Exequatur, the Award can be delegated to the District Court of Central Jakarta Court for enforcement.[2]

This article sets the five conditions for recognition and enforcement of the International Arbitration Awards. As for the Investor-State one, this law has a further regulation as follows,

1) Untuk melaksanakan putusan Mahkamah Arbitrase sebagaimana dimaksud dalam Konvensi tersebut mengenai perselisihan antara Republik Indonesia dan Warganegara Asing diwilayah Indonesia, diperlukan surat pernyataan Mahkamah Agung bahwa putusan tersebut dapat dilakanakan.
2) Mahkamah Agung mengirimkan surat pernyataan termaksud dalam ayat (1) pasal ini kepada Pengadilan Negeri dalam daerah hukum mana putusan itu harus dijalankan dan memerintahkan untuk melaksanakannya.
3) Surat pernyataan dan perintah yang dimaksud dalam ayat (2) pasal ini disampaikan kepada Pengadilan Negeri yang bersangkutan melalui Pengadilan Tinggi yang daerah hukumnya meliputi daerah hukum Pengadilan Negeri tersebut.[3]

This regulation has made the procedure different from the ordinary international arbitration award by an extra condition, namely, while the international arbitration award involves in the Indonesia Government, then the statement letter from the Supreme Court is a necessary document for the following procedure.

The procedure requires to provide the following documents to submit to the District Court of Central Jakarta

1) The registration should be firstly submitted to the Clerk of the District Court of Central Jakarta for enforcement of an International Arbitration Award by the legal representative or the arbitrator.
2) The requirement of the submission of the documents for enforcement is as follows,
   a. The original or the authenticated copy of the International Arbitration Award, and the copy should be meet the requirement of the provisions concerning the authentication of foreign document, besides, the official translation to Indonesian language should be also provided.
   b. The original or the authenticated copy of the agreement, the agreement here refers to the agreement which is the basis for the International Arbitration. Anf the official translation to Indonesian language is also required.
   c. The certification which can prove that the involved country is also same with Indonesia which is bound by the bilateral or multilateral treaty concerning the recognition and enforcement of the International Arbitration Award is required.[4]

3. The Current Mechanism in China

Like Indonesia, China is the signatory State to both Washington Convention and New York Convention. Even bonded by the obligation from the relevant international treaties, China still has public a statement from the Supreme Court of excluding the Investor-State dispute from the New York Convention, there is no other mechanism in China to recognize and enforce the investment arbitration awards. The procedure is

[2] Article 66, Law No.30 of 1999 on Arbitration and Alternative Dispute Resolution, Indonesia
[3] Article 3, Law No.30 of 1999 on Arbitration and Alternative Dispute Resolution, Indonesia
[4] Article 67, Law No.30 of 1999 on Arbitration and Alternative Dispute Resolution, Indonesia

still blank in current China.

II. DISSCUSSION

A. Results Findings of Indonesia

Blurry Procedure Regulation

The law has regulated the Investment Arbitration Award needs to get the statement letter from the supreme court before it can be recognized and enforced by the following procedure, at the same time, there is no any content about the procedure in details to instruct how to get the statement letter. Besides, it is not clearly stated that the following procedures, the stander of annulling the award and the responsible authority.

Unpractical Document Requirement

One of the requirements for the documents that the investor needs to submit is that the original international treaty or the copy from the original document concerning the arbitration, while for the Investor as the foreign citizen, its beyond difficult for the investor to get a sovereignty State's treaty to submit for the following procedure.

B. Results Findings of China

Besides the Obligation under Washington Convention, and a few relevant regulations under the BIT which have clarified the New York Convention is applicable,[5] no other exact and independent mechanism has been established and bonded for recognizing and enforcing the international investment arbitration award.

Analysis

1. The Urgency and Significance for China to Establish the Mechanism

Under the current ICSID Platform, there are six cases which China is as the Respondent, among these six cases, there is one case still pending, and the other five cases are concluded. The most recently concluded case is the case between Asia Phos Limited & Norwest Chemicals Pte Limited (the "Claimants") and People's Republic of China (the "Respondent"). The final award of this case is that the Tribunal rejected the jurisdiction over this dispute. The case between Goh Chin Soon (Singaporean) and Republic of China, the case between Macro Trading Co., Ltd. (Japanese) and the Republic of China, and the case raised by Ekran Berhad (Malaysian) had all been discontinued; The Tribunal had dismissed with prejudice all claims made by Ansung Housing Co., Ltd as the Claimant. Till the year of 2023, there is no case that China has ever been lost as the Respondent, that means there is no any ICSID award needs Chinese Government to recognize and enforce.

Even there is no award needs to be recognized and enforce till now, it does not mean that the mechanism is not required. There are five cases which are still pending,[6] if the case is decided in the favor of investor, then how would the investor ask for the enforcement without the automatically and effectively enforced by the Chinese Government.

Besides, with the continues promotion of absorbing the foreign investment, in the beginning of the 2024, the General Office of the State Council has issued the notice of Action Plan for Solidly Promoting High-Level Openness to the World and Making Greater Efforts to Attract and Utilize Foreign Investments. Foreign investment is a vital force to participate in China-style modernization and to promote the shared

prosperity and development of China's economy and the world economy.[7] The notice has expanded market access, increased policy efforts and optimized a level playing field, etc.

In conjunction with this policy, to establish the mechanism will complete the investment dispute system and to increase the confidence for foreign investors to invest in China, optimizing the Chinese investment environment.

The obligation under various treaties. There is no doubt that as the signatory State to Washington Convention, China has the responsibility to perform what the convention has regulated concerning the requirement. While for the New York Convention, some controversial voices occur by disputing whether the New York Convention should be applied to Investor-State Investment dispute. Article 1 of the New York Convention regulates that

> *"This Convention shall apply to the recognition and enforcement of arbitral awards made in the territory of a State other than the State where the recognition and enforcement of such awards are sought, and arising out of differences between persons, whether physical or legal".*[8]

Based on this description, the dispute here in this convention can also include the dispute arising out between physical persons, legal persons, and the dispute between physical person and legal person.

> *"Despite the increasing range of actors and participants in the international legal system, states remain by far the most important legal persons and despite the rise of globalization and all that this entails, states retain their attraction as the primary focus for the social activity of humankind and thus for international law".*[9] *Thus, it should be applicable for Investor-State Investment dispute. If without the notice from the Supreme Court as follows,*

In accordance with the declaration of commercial reservation made by China upon accession to the New York Convention, China will apply only to differences arising out of legal relationships (whether contractual or not) that are considered commercial under the domestic law of China. Concerning the "Non-contractual legal relations of a commercial nature", we should understand it as the economic rights and obligations arising from contracts, torts or relevant legal provisions, such as the purchase and sale of goods, the leasing of property, the contracting of works, processing, the transfer of technology, shareholding or cooperative ventures, the exploration and exploitation of natural resources, insurance, credit, labor, agency and consulting services, Maritime, civil aviation, etc. Railway or road transport of passengers and goods, product liability, environmental pollution, maritime accidents, ownership disputes, except for disputes between foreign investors and the host country.[10] China has no legal base for immune from this convention.

While in the relevant recent BIT with Sweden in 2004, China has confirmed that the New York Convention is applicable for the investment dispute between Sweden and China. And other BITs have all mentioned about performing the obligation in different describe way.

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[7] Accessed Mar 30th ,2024, https://www.gov.cn/zhengce/content/202403/content_6940154.htm?lj=

[8] Article 1, New York Convention

[9] Malcolm N. Shaw, International Law (sixth edition), Page 197,

[10] Notice of the Supreme People's Court on the Implementation of the "Convention on the Recognition and Enforcement of Foreign Arbitral Awards" Acceded to by China, Item II

2. The Urgency and Significance for Indonesia to Improve the Mechanism

There are seven cases recorded in ICSID which Indonesia is playing the role as the respondent, and all the eight cases had been concluded. Oleovest Pte. Ltd. (Singaporean), PT Newmont Nusa Tenggara (Indonesian), Nusa Tenggara Partnership B.V. (Dutch), the tribunal announced the discontinuance of the proceeding. Churchill Mining Plc (British), Planet Mining Pty Ltd (Australian), the tribunal's decision can be regarded as that the Claimant had lost the arbitration and bear the majority of the relevant fees. Rafat Ali Rizvi, the award of the arbitration is in the favor of the State. The case between Government of the Province of East Kalimantan and PT Kaltim Prima Coal Rio Tinto PLC BP P.L.C had been discontinued with the reason of lacking the jurisdiction. For the case between Indonesia and Cemex Asia Holdings Ltd. (Singaporean), even the official website is lacking presenting the official document, we can still figure out that the final decision is in the favor of the Investor according to the compensation amount. Amco Asia Corporation and others, filed the case with Republic of Indonesia in 20th century, experienced two arbitrations in ICSID, and the tribunal had made two decisions on this case, which was in the favor of the investor, in comparison the State had applied to annul the awards for the two arbitrations. The decision comes from the committee is that all the application from State is rejected, only annul the supplemental increase of the compensation by the second tribunal.

While there is no relevant information concerning the result or the proceed of the recognition and enforcement of the above two cases.

Similarity to the most countries in the world, after suffering the global pandemic, Indonesia also needs to recovery and develop the economic in the first place alongside the competition with the Vietnam or other countries in the region. In November 2020, the President of the Republic of Indonesia announced the promulgation of the Omnibus Law on Job Creation. This massive action on revising, annulling, and adding 79 existing laws has made a significant improvement on optimizing the invest environment of Indonesia. Thus, more foreign investors will be attracted by the newly enacted law. If the Recognition and Enforcement Mechanism could be improved to a better version, more large volume investment would be more likely to choose Indonesia rather than choosing the country which has deficient mechanism for investment dispute.

C. What kinds of Effort should be made?

1. INDONESIA

Supreme Court has enacted the No. 3 Regulation of 2023 on enforcing and annulling the arbitration award in Arbitration Procedure, namely the *Peraturan Mahkamah Agung Republik Indonesia Nomor 3 Tahun 2023 tentang Tata Cara Penunjukan Arbiter oleh Pengadilan, Hak Ingkar, Pemeriksaan Permohonan Pelaksanaan dan Pembatalan Putusan Arbitrase dengan Rahmat Tuhan Yang Maha Esa Ketua Mahkamah Agung Republik Indonesia*. It has just mentioned about that When the award is concerning the republic of Indonesia Government, the award needs to be got the approval from the Supreme Court first and then continue the procedure to the Central Jakarta Court.[11]

Indonesia should promulgate a separate regulation on Recognition and Enforcement the International Arbitration Award as the subject for this kind of

[11] Article 18(1), No.3 Regulation of 2023, Supreme Court of Republic of Indonesia

dispute is involving in the sovereignty State which make it different from the ordinary commercial dispute. And the Regulation should,

Firstly, Appoint the Competent Authority

According to the requirement of the Washington Convention, the constituent Country should arrange a competent authority to keep contact with the Secretary concerning the recognition and enforcement of the award.[12] So Indonesia should appoint an authority to be the competent authority in the above said regulation, and the competent authority can be the Supreme Court or other relevant institute.

Second, Confirm the Detailed Procedure

Indonesia has designed an extra step for recognition and enforcement the award in Supreme Court when we compare to the procedure of other commercial arbitration award, namely, to get the statement letter from the Supreme Court, while after this step, the statement letter will issue to the Central Jakarta Court. So the investor should submit all the documents to the Central Jakarta Court or to the Supreme Court from the first step? Thus, the straightforward procedure should be elaborated in this regulation which would be beneficial for the efficient of the whole procedure. The confirmed procedure can be described as Supreme Court-Central Jakarta Court-Supreme Court.

Third, Detail and Revise Some Requirements

As for the documents which required to be submitted should notice the following points,

The documents which need to be submitted to the Supreme Court for getting the statement letter should be cleared elaborated. Some document which should be submitted to Central Jakarta Court needs to be revised.

For the Investor-State Investment Dispute, many disputes use the international treaties as the basis for the arbitration, especially the BIT between two countries. In contrast according to the requirement of document submission in Indonesia, the original agreement or the copy of the original copy is needed to be submitted.[13] This leads the party who is the investor failure from the start step. Because it is impossible for a foreign investor to get the host country's original international treaty even to be copied. In practice of this kind of dispute, the Claimant usually is the investor from foreign country, the investor suffered the loss from the host state, after the investor wins the arbitration, the investor needs to apply the procedure for recognizing and enforcing the arbitration if the host country did not do it via the automatic way. When the award is in the favor of the investor, it would hurt the interest of the host state, so the authorities in host state may make it very difficult or impossible for the investor to get the original even the copy of the agreement. Thus, it will let the investor fall at the first step of this procedure. This requirement is unpractical and strict for the party who wants to go through this procedure.

Fourth, Clarify the Right of the Court

In this separate regulation, the limits of the authority should be clarified, especially the right concerning the revision, annul, and setting aside of the award. Both in the New York Convention and the Washington Convention, there are the specific content

[12] Article 54, Washington Convention

[13] Article 67, Law No.30 of 1999 on Arbitration and Alternative Dispute Resolution, Indonesia

about under which kind of circumstance that the award can be setting aside, annulled and revised. In order to keep into correspondence with the international law, the condition that the court can revise, annul and set aside of the award should be the same with what the New York Convention and Washington Convention has regulated.

Fifth, Public the relevant the Information

The information concerning the result, or the proceeding of the recognition and enforcement is hardly to find from the online sources. While this information is very important for the scholars and the practitioners to study on such relevant topic. For Indonesia, such information could be public on the official website of BKPM.

2. CHINA

The legal basis for China to establish the mechanism is sufficient, no matter from the perspective of International Law or the Domestic Law, as for International Law, we can find the Washington Convention and various BITs with different countries, while talking about domestic law, the Chinese Arbitration Law has no signal to be illustrated as the legal basis, as the arbitration law in China has regulated that it is just applicable for the dispute between two equal person, but the Civil Procedure Law has given another basis for this aspect. This Law provides that where an international treaty concluded by the People's Republic of China or to which it is a party contains provisions different from those of this Law, the provisions of the international treaty shall be applied, except for those provisions to which the People's Republic of China has declared reservations. It follows that international treaties relating to the relevant provisions of this Law should be "self-executing" in China.[14]

a. Are the Controversial Aspects in China about the Mechanism concern?

The State Immunity

Some experts hold the view that the State can Immunity the obligation by State Immunity Act with the reason that they think the refusal of domestic courts to recognize and enforce international investment arbitral awards on the grounds of State immunity is acceptable to the international community. China should strive to complete its domestic legislation on State immunity as soon as possible.[15] While as a legal State, the government should not only be responsible for its own citizens' survival, development, safety, health, happiness and sustainable development, but should be also responsible for the safety, health, happiness and sustainable development for the world, including all mankind from different races and nationalities. In order to contribute to the sustainable development of world economy and obey the rule of international economic activity, China should not avoid accomplishing the obligation instead of establishing the relevant mechanism.

The Law of the People's Republic of China on Foreign State Immunity was adopted at the Fifth Meeting of the Standing Committee of the Fourteenth National People's Congress on September 1, 2023, and this law shall come into force on January 1, 2024.

The relevant content is regulated as follows,

[14] Article 267, Civil Procedure Law of China

[15] Xiao Fang, The Recognition and Enforcement of International Investment Arbitration Award in China Jurists Review, Volume 6, 2011

If a foreign State

Has entered into a written agreement pursuant to which a dispute arising out of a commercial activity between that foreign State and an organization or individual of another State (including the People's Republic of China) is submitted for arbitration; or

Agree in an international investment treaty or in other written form to submit an investment dispute between that foreign state and an organization or individual of another State (including the People's Republic of China) to arbitration,

The foreign State does not enjoy immunity from jurisdiction in respect of the following matters subject to review by the courts of the People's Republic of China:

The validity of the arbitration agreement,

Recognition and enforcement of arbitral awards,

Revoke the arbitral award, or

Other matters related to the arbitration that are subject to review by the courts of the People's Republic of China as provided by law.[16]

This law has clarified that the foreign State does not have the immunity concerning the validity, recognition and enforcement, setting aside of the arbitration award, and also including the other review matters which is regulated by Chinese law. China needs to have the enforcement mechanism for the foreign State which has investment dispute with Chinese investor, reciprocity, the enforcement mechanism should also be established for the dispute between Chinese government and foreign investor, because these are two kinds of investor-State dispute.

Public Policy

Even though the Public Policy can be used to exempt the obligation, while in the content of the Washington Convention, there is no any regulation concerning the public policy, so the signatory State cannot use break the public policy as the reason to refuse to perform the duty.

Judicial Review Power

Washington Convention has regulated that the award can be explained, revised and canceled under the certain circumstances.[17] So if any party of the dispute has the doubt about the award, the above resolution could be found as long as the reason is conforming to the requirement. The Judicial Review Power should only limit to the scope of Washington Convention or it would lead to the contradiction to international treaty.

Based on the Chinese domestic law, the Judicial Review Power is allowed in China. In the article of the Civil Procedure Law, the court has the right to review the judgement while the judgement has entered into force.[18] The award is the judgement which is going to be enforce in the future, not the judgment which is entering into force. The Judicial Review Power should not be entitled in this case.

Thus, the above three controversial aspects should not be the obstacles for China to establish the mechanism.

[16] Article 12, the Law of the People's Republic of China on Foreign State Immunity
[17] Article 50,51,52 of Washington Convention
[18] Article 16, Chinese Civil Procedure Law

b. China should Consider to Taking Measures

Firstly, same with Indonesia, China should also establish the mechanism by promulgating the exact regulation.

Secondly, China should announce to cancel the effectiveness of the Notice from Supreme Court concerning excluding the application of Investment dispute to New York Convention.

Thirdly, China should modify the model BIT. China has three generation of BITs till now, and the most different aspect of each generation is concerning the dispute settlement. Except the BIT with Sweden in 2004, other BITs had not mentioned about the availability relief of New York Convention. Based on this, we can tell that the Chinese Government is not goanna refuse to reject itself from this obligation, and there is an exception. The new model of the new generation of the BIT should include the recognition and enforcement procedure which should refer to the New York Convention or the newly established mechanism.

D. If the State Fails to Enforce the Award, What Kind of Relief the Investor can Seek for?

Even the Working Group III have held the discussion on the enforce on recognition and enforcement the award, while there is no any effective put out from this meeting.

If the investor fails in seeking for the enforcement of the award, the investor should have the resolution besides from the seeking the diplomatic protection or international request.[19] Because the investor as individual citizen, its far more than difficult for the investor to get the diplomatic protection or other international request, this will also affect the States' relationship.

Indonesia and China, both as the member States of Washington Convention, has the certain obligation on enforcing the arbitration award, if the State fails to perform the obligation, the investor have the right to use the diplomatic protection, and the Host State may be sued to the International Court of Justice(ICJ).[20] So if the State is sued to ICJ, it will not only increase the time and capital cost, but also has the negative impact of country's international reputation.

While the citizen of a Country applies for the diplomatic protection or any other international request, it is not that easy to realize. There should be a relevant international organization or the office under the certain international organization which can accept the complaint from this, and this kind of office should have the bonding relationship with the majority Countries of this world.

ICSID, as the most popular and most chosen center for ISDS, it belongs to the World Bank, while the enforcement here is also concerning financial compensation. Besides, there are 189 countries in the world are the membership of the World Bank, so the resolution from the World Bank should be the most suitable and efficient. World Bank may set the punishment mechanism towards the State which refuse to perform the obligation. For example, as for the State which is having the loan, the World Bank can suspend the loan until the State fulfills the obligation. Comparing to the loan, the compensation is usually much less than the State's loan, so the State is probably to fulfill the obligation in a short time; As for the country who has no loan at the time,

[19] Article27, Washington Convention
[20] Article 27, Washington Convention

the World Bank should set a reputation evaluation system, and this would be one of the aspects which lead to the minus of the credit points.

III. CONCLUSION

To conclude, Indonesia Government should consider have a profound reform concerning Indonesia's mechanism on the recognition and enforcement of the International Arbitration Awards. For example, by taking the measures to issue the separate regulation which include but not limited to the proceeding in details, confirmed competent authority, revised submission requirement, clarified judicial review power and public the relevant information online.

While China should abandon the consideration concerning the Public Order, Judicial Review and State Immunity, repeal relevant regulation and revise the certain content of the BIT, establish the mechanism as soon as possible. Both Indonesia and China should make the effort on this as is not only meet the requirement of International Responsibility, but also beneficial for the Countries development.

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