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## **Report of the Colloquium on the Law of International Trade for a Greener Future (Vienna and online, 23–24 October 2024)**

**Note by the Secretariat**

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## I. Introduction

1. The UNCITRAL Colloquium on the Law of International Trade for a Greener Future was held in Vienna and online on 23 and 24 October 2024.<sup>1</sup>
2. The Colloquium was organized by the UNCITRAL secretariat in response to the request of the Commission at its fifty-seventh session in 2024.<sup>2</sup> At that session, the Commission took note of the suggestion that certain topics, aside from the legal nature of verified carbon credits discussed at the Colloquium during its fifty-sixth session in 2023, could merit further investigation for potential future projects. These topics included: (a) international, regional, and State efforts encouraging private sector involvement in achieving climate goals by promoting and advancing climate-responsible corporate conduct; (b) various strategies and approaches available to private sector operators for enhancing sustainability within their supply chains; (c) emerging trends in climate change disputes and their legal implications for corporations in fulfilling their duty of care and incorporating climate considerations into their business and investment decisions; and (d) the relevance of UNCITRAL instruments in supporting climate action.<sup>3</sup>
3. The Commission further took the view that any further consideration of those topics should, for the time being, focus only on the relevance of UNCITRAL instruments to climate action, notably, the United Nations Convention on Contracts for the International Sale of Goods (CISG), the UNCITRAL Model Law on Public Procurement, the UNCITRAL Model Legislative Provisions on Public-Private Partnerships and the instruments on dispute settlement, with a view to assessing the need for the secretariat or a working group to prepare guidance documents on the practical application and interpretation of existing instruments and possible supplementary texts to address issues concerning climate action.<sup>4</sup>
4. Accordingly, the Colloquium was structured to discuss how UNCITRAL texts in each of the topical areas of (a) public procurement, (b) international sale of goods, (c) public-private partnerships, and (d) dispute settlement relate to and can support climate action initiatives. More than 300 participants registered for the Colloquium.<sup>5</sup>

## II. Summary of issues considered at the Colloquium

### A. Toward greener procurement

5. The panel focused on trends and initiatives, at the international, regional and domestic levels, to modernize public procurement through the incorporation of green considerations in the procurement procedures and assessed the scope and best methods of incorporating green procurement principles in the UNCITRAL Model Law on Public Procurement.
6. In the context of the European Union, the ongoing evaluation of the European Union public procurement directives was cited as a regional example of incorporating environmental sustainability policies into the legal framework of public procurement. It was further mentioned that Directive 2014/24/EU on public procurement already

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<sup>1</sup> The web page relating to the Colloquium, including links to the programme, short bios of the moderators and speakers, as well as recordings, may be found at <https://uncitral.un.org/en/climatechangecolloquium2024>. The Colloquium allowed for comments and questions from online participants through the chat box and the embedded Q&A function of the Zoom webinar.

<sup>2</sup> *Official Records of the General Assembly, Seventy-ninth Session, Supplement No. 17 (A/79/17)*, para. 276.

<sup>3</sup> *Ibid.*, para. 275.

<sup>4</sup> *Ibid.*, para. 276.

<sup>5</sup> Among them, around 100 participants were nominated by States, intergovernmental organizations and non-governmental organizations, with around 200 participants registered from the general public.

mandated contracting authorities to contribute to environmental protection and promote sustainable development. Additionally, the existing European Union legal framework was said to contain different mechanisms that could be utilized for green procurement, including technical specifications containing minimum criteria, grounds for exclusion, award criteria, and contract performance conditions.<sup>6</sup> It was also observed that earlier instruments, including the UNCITRAL Model Law on Public Procurement and the World Trade Organization Agreement on Government Procurement, tended to prioritize procedural fairness over sustainability considerations.

7. Several challenges were identified regarding the introduction of mandatory rules on green procurement, including the complexity across sectors, the varying level of market readiness (especially for micro, small and medium-sized enterprises (MSMEs)), the lack of clear definition of “green” procurement, the need for procurement authorities to possess the necessary knowledge and expertise and the differing legal frameworks among European Union member States. While acknowledging the benefits of having in place mandatory rules for green procurement, it was argued that, for certain countries, the sharing of knowledge and best practices and other forms of capacity-building, might offer more suitable solutions due to their voluntary and flexible approach.

8. From a country-specific perspective, the panel discussed the strategies of the United States of America for promoting environmental sustainability (including planning, contractor qualifications, ecolabeling, technical evaluation, and life cycle cost). Ecolabeling emerged as the most successful strategy for federal procurement and has gained importance internationally. A series of green procurement initiatives were put forward, including, among others, requiring major federal suppliers to publicly disclose emissions and set reduction targets, launching a “Buy Clean” initiative for low-carbon materials, changing federal procurement rules to address the risk of climate change, prioritizing the procurement of sustainable products and services, and establishing the Net-Zero Emissions Procurement Federal Leaders Working Group. In April 2024, the United States and the European Union jointly released the “Joint Catalogue of Best Practices on Green Public Procurement”, outlining key policies, actions and best practices, as well as parallel efforts from both sides in achieving green procurement goals.

9. The panel further discussed the international dimensions of green procurement by referring to the Agreement on Government Procurement and other free trade agreements with government procurement chapters that grant mutual market access opportunities. It was highlighted that international trade and green procurement were mutually reinforcing, with the potential to benefit the global climate as more economies shift towards greener consumption and production patterns. By enabling the inclusion of environmental characteristics in technical specifications and evaluation criteria, it was also stated that green procurement measures could be covered and were permissible under the Agreement on Government Procurement. However, the need for further clarification was recognized, with the World Trade Organization Committee on Government Procurement establishing a Work Programme on Sustainable Procurement in 2014 to examine how measures related to green public procurement could be aligned with international trade obligations and to identify and provide a list of those measures and policies. Other examples included the United Kingdom of Great Britain and Northern Ireland-New Zealand Free Trade Agreement and the Canada-Ukraine Free Trade Agreement, which allowed environmental considerations to be integrated into various stages of procurement.

10. In conclusion, the panel recommended that the Commission consider updating the UNCITRAL Model Law on Public Procurement with a view to enhancing flexibility for countries pursuing greener procurement practices and to reflecting the

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<sup>6</sup> The most recent legislation included Regulation (EU) 2023/1542 (the new Batteries Regulation), Regulation (EU) 2024/1735 (the Net-Zero Industry Act) and Directive (EU) 2024/1760 (the Corporate Sustainability Due Diligence Directive).

most recent international best practices. Some initial proposals were put forward, including revising the preamble of the Model Law to allow for the inclusion of climate or environment-related policies, incorporating carbon emissions or reduction disclosure requirements in planning and contractor qualification stages, and introducing ecolabels and life cycle cost assessments. It was also suggested that the Commission could consider developing a new legal instrument promoting cross-border trade as a tool for decarbonization and green procurement policies to be effective and inclusive. It was further highlighted that the discussions and deliberations should be inclusive enough to take into consideration the interests of developing countries and MSMEs.

## **B. Greening the supply chain: a perspective from the United Nations Convention on Contracts for the International Sale of Goods**

11. The panel addressed the growing need for greening commercial goods supply chains, examined climate-related regulations, voluntary commitments, and contractual requirements applicable to supply chains from the perspective of the CISG, both in terms of applicable law, enforcement mechanisms, and substantive rules on conformity of goods, breach of contract and damages.

12. The panel first looked into the European Union Corporate Sustainability Due Diligence Directive (CSDDD) and its interplay with the CISG. It was explained that the CSDDD applied to European Union companies, non-European Union companies and certain regulated financial undertakings in conjunction with eligibility based on annual turnover and employee numbers and that companies within the scope of application of the CSDDD needed to undertake the responsibility of due diligence to identify and address potential and actual adverse human rights and environmental impacts in the company's own operations, their subsidiaries, and, relevant upstream and downstream business partners. It was highlighted that the CSDDD impacted both existing contractual relations and future new contracts with companies seeking compliance through contract governance. To ensure compliance with the CSDDD, it was suggested that article 46(1) for performance obligations and article 71 for performance suspension could be invoked under the CISG. It was further suggested that to meet the requirements of the CSDDD on suspending or ending business relationships with partners, remedies could be pursued not only under article 71 of the CISG but also through articles 49(1)(a) and 73(2) for contract avoidance. Further, article 74 of the CISG on damages was recommended to address penalties and tort claims based on articles 27 and 29 of the CSDDD. Thus, CISG was considered capable of addressing the requirements of the CSDDD, though it was acknowledged that parties to international sales contracts might still face challenges with applicable law when conflicts arise between the CISG and the mandatory provisions of the CSDDD.

13. The panel further examined how the CISG generally functioned as a supportive source for greening the international supply chain. It was noted that as a convention allowing freedom of contract, the CISG enabled parties to enter into agreements through express terms to pursue sustainable goals. Furthermore, article 9 of the CISG, by binding the parties to agreed and international trade usage, was considered useful for establishing reasonable expectations that contracts would conform to sustainable standards along the supply chain, especially considering the evolving nature of international trade usage. It was suggested that the CISG could be applied in a manner that allowed for the overriding force of mandatory applicable law when such laws imposed stricter sustainability obligations.

14. The panel further discussed article 35 of the CISG in contributing to greening the supply chain. It was noted that parties to the sales contract could explicitly require the goods to meet certain sustainable standards, derived either from public law regulations or industrial codes of conduct and that failure to meet these standards would result in non-conformity under article 35(1) of the CISG as it would be interpreted as including non-physical features of the goods. Additionally, it was

mentioned that the buyers could, through either explicit or implicit communication, inform the seller of the “particular purpose” of their purchase (such as a need for environmentally-friendly goods), as stipulated under article 35(2)(b) of the CISG. It was further suggested that the interpretation of the “ordinary purpose” and commercial usability under article 35(2)(b) of the CISG could be interpreted broadly to include compliance with ethical, environmental and social standards. Lastly, it was highlighted that article 35(3) of the CISG provided an exception to the seller’s liability if the buyer knew or could not have been unaware of the lack of conformity at the time of the conclusion of the contract.

15. Another perspective on how the CISG could support greening the supply chain focused on the right to repair under its article 46(3). It was noted that recent legislation at regional and domestic levels, particularly in the European Union and the United States, introduced protections for consumers’ rights to repair goods, potentially impacting upstream international sales contracts. It was recalled that under the CISG, the right to repair was generally allowed when the delivered goods did not conform with the contract unless the repair was unreasonable under the circumstances and that article 46(2) of the CISG provided the right to substitute the goods, but only when the non-conformity amounted to a fundamental breach of contract. It was further noted that, if the seller offered the repair in a manner consistent with article 48(1) of the CISG, it would not be deemed a fundamental breach, thus prioritizing repair over replacements as a remedy. Similarly, the CISG was also interpreted as giving primacy to the right to repair over the right to reduce price or avoid the contract.

16. In conclusion, the panel emphasized that the CISG was generally seen as fit for purpose, as the relevant provisions could be interpreted and applied to effectively contribute to climate actions and the greening of the supply chain. However, it was also noted that regional and domestic regulations imposing climate-related obligations and due diligence requirements across supply chains could create interactions with the CISG. To address this, it was suggested that UNCITRAL could consider drafting model clauses for the international sale of goods contracts to better accommodate the different obligation regimes under the CISG and applicable mandatory laws related to greening the supply chain. Additionally, it was proposed that UNCITRAL could explore developing another tripartite legal guide, in collaboration with the Hague Conference (HCCH) and the International Institute for the Unification of Private Law (UNIDROIT), to provide coherent guidance on how their respective instruments in the area of international commercial contracts can accommodate the parties’ climate-related obligations.

### **C. Enhancing climate action through public-private partnerships**

17. The panel aimed to look into how States could enhance their climate actions through public-private partnerships and whether the UNCITRAL Model Legislative Provisions on Public-Private Partnerships provided an adequate legal mechanism for States in this regard.

18. It was generally agreed that public-private partnerships could effectively contribute to climate adaptation, mitigation and resilience if climate considerations were incorporated in all stages of the life cycle of the projects. It was explained that due to their characteristics – such as the provision and management of infrastructure and public service, the size of capital invested and the long duration of the execution of the contract – public-private partnerships were often prioritized by central and local authorities and utilized as a tool for achieving policy, social and economic goals.

19. In order to integrate climate considerations into public-private partnerships, it was suggested that the following issues be enhanced in the governing legal framework: (a) at the project planning phase, a multi-criteria analysis should be established to identify and prioritize projects that incorporate climate risks assessment; (b) at the stage of evaluating identified projects, climate impact should be assessed as part of the technical feasibility of the project, in order to compare

technical alternatives, enhance infrastructure resilience and maximize its contribution to the climate. Moreover, the “value for money” assessment should also include valuing the additional cost to cover climate risks and the potential gains linked to mitigation; (c) when structuring and awarding contracts, the evaluation criteria should include the sustainability and climate aspects of the project, which involved the inclusion of climate performance objectives and climate-specific contractual clauses to share climate risks; (d) at the implementation stage, mechanisms for monitoring and evaluating the achievement of climate objective and commitment of the project, as implied by contractual arrangements, should be established, as well as a penalizing mechanism for non-compliance. Additionally, the need to enhance transparency, engage civil society and protect public interest was called for.

20. It was observed that, when compared with traditional public procurement, public-private partnerships could strongly support green development, as evidenced by an empirical investigation into approximately 1,000 public-private partnership projects and contracts conducted in China. However, it was noted that MSMEs seemed to have been marginalized in these processes.

21. It was observed that global public infrastructure finance flows to public-private partnerships were still at a low level, with an over-concentration on large projects resulting in small-scale projects in the transport and social sector remaining underdeveloped. It was added that small-scale public-private partnerships had significant potential to boost infrastructure resilience to climate change and were gaining increasing significance. It was reported that the World Association of PPP Units & Professionals (WAPPP) launched a year-long programme dedicated to small-scale public-private partnerships based on the persistent demand and urgent need to bridge the investment gap for sub-national and municipal public-private partnerships. It was emphasized that due to the challenges and difficulty in achieving satisfactory return on investment when compared with large projects, small-scale public-private partnerships would require creativity and adeptness in structuring, financing and implementation. Furthermore, it was reported that efforts were made by WAPPP to promote small-scale public-private partnerships as more effective tools for achieving the Sustainable Development Goals, including providing technical assistance to public-private partnerships units and infrastructure agencies.

22. The panel looked into the Climate Toolkits for Infrastructure PPPs, consisting of an umbrella toolkit and five sector-specific toolkits, developed by the Public-Private Infrastructure Advisory Facility and the International Finance Corporation. It was noted that the Toolkits presented a holistic, systematic and integrated approach to support the development, selection, design, structuring, preparation and tendering of climate-smart public-private partnerships. The panel also discussed the interactions and trade-offs among the technical, economic, financial, and contractual decisions of public-private partnership projects and provided guidance on pressing questions. Additionally, the panel informed about a multilateral online platform – SOURCE – for sustainable infrastructure, led and funded by multilateral development banks. It was explained that SOURCE provided standardized project development templates in line with international standards and recognized knowledge products, including the UNCITRAL Legislative Guide on Public-Private Partnerships.

23. In conclusion, the panel acknowledged the detailed suggestions for enhancing climate actions throughout the life cycle of public-private partnerships by incorporating pertinent mandatory requirements and evaluation criteria into the UNCITRAL Model Legislative Provisions on Public-Private Partnerships. It was broadly agreed that the Model Provisions already contained environment-related requirements that could be effectively applied or interpreted to address climate objectives, for instance, Model Provisions 5, 10, 14, 19 and 26. Accordingly, there was no strong inclination to revise the UNCITRAL instruments on public-private partnerships at the moment but suggesting that more guidance on the interpretation of those instruments and capacity-building for users could be explored.

## **D. Better settlement of climate change disputes: a view from UNCITRAL**

24. The aim of the panel was to consider the role of UNCITRAL dispute resolution texts in contributing to efficient and fair settlement of climate change disputes, in particular, the UNCITRAL texts in the field of arbitration and mediation for both international commercial and investment disputes.

25. In view of the substantial investment required to mitigate and adapt for climate change and the need for robust dispute resolution frameworks, UNCITRAL's dispute resolution tools were, in principle, deemed fit for purpose. Mediation, in particular, was highlighted as an effective tool for navigating the complexities of climate change-related disputes, offering both dispute resolution and preventive potential, also from an African perspective. This effectiveness was attributed to mediation's flexibility and its ability to include diverse stakeholders, thereby enabling multifaceted issues to be addressed through tailored solutions. Calls were made to adopt UNCITRAL instruments, particularly the Singapore Convention and the Model Law on Mediation, to broaden the impact of mediation in climate-related disputes.

26. Regarding arbitration, it was noted that aligning arbitral practices with climate law objectives is essential for effectively supporting climate action. Concerns were raised about the insulation of arbitration from climate goals, particularly due to choice-of-law flexibility, which was seen as an area warranting further scrutiny. It was noted, in particular, that article 28 of the UNCITRAL Model Law on International Commercial Arbitration and article 35 of the UNCITRAL Arbitration Rules should be closely examined to ensure that climate considerations are effectively integrated into arbitration practices.

27. In addition, the recently adopted Model Clauses on Specialized Express Dispute Resolution were seen as promising tools, offering structured options for expedited and efficient dispute resolution in this context.

28. It was generally stated that any dispute resolution tool needed to be accessible, efficient, and fair to all developing countries.

29. The development of a taxonomy for climate change-related disputes and the increasingly adopted climate-related legislation was also discussed, with an emphasis on recognizing the diversity and commonalities across such cases and legislation. Suggestions were made to classify cases by subject matter, and also to include "just transition" cases. However, it was observed that many climate-related cases arise from tort or human rights issues rather than contractual disputes, leading to their litigation in court rather than through arbitration. As such, it was suggested that climate-related cases would fall outside UNCITRAL's purview, particularly given existing resources. Additional challenges were noted, such as the difficulty of differentiating between environmental and climate change cases, given the fine line between the two. Furthermore, it was emphasized that there is potential for nearly every case to involve a climate-related component, stemming from the pervasive impact of climate change across various sectors and areas of law.

30. The proposal to draft "Notes on UNCITRAL Dispute Settlement and Climate Change" received widespread support, not as a subject-specific text but as guidance addressing the cross-cutting issues that could arise in cases with climate change-related components, with the aim of encouraging a climate-conscious approach among stakeholders. Suggested elements for inclusion in these notes included third-party participation, multi-party mediation, transparency, expert involvement, options for dispute resolution, and considerations regarding burden of proof, attribution, causation and applicable law.

31. Furthermore, it was suggested that provisions on transparency beyond the existing UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration, as well as the development of a comprehensive mediation clause, could significantly enhance climate-related dispute resolution practices.

### III. Conclusions<sup>7</sup>

32. To summarize, the Colloquium came up with a list of recommendations and conclusions with a view to empowering existing UNCITRAL texts or developing new UNCITRAL texts for a greener future. In particular, it was proposed that the Commission consider:

- For public procurement: (a) updating the UNCITRAL Model Law on Public procurement to incorporate climate considerations; (b) developing a new legal instrument promoting cross-border trade as a tool for decarbonization and green procurement policies;
- For the CISG: (a) drafting model clauses for parties under international sale of goods contract to accommodate the different obligation regimes under the CISG and applicable mandatory law for greening the supply chain; (b) developing a tripartite legal guide, in collaboration with HCCH and UNIDROIT, to uniform instruments in the area of international commercial contracts with a focus on climate-related obligations;
- For dispute settlement: drafting an explanatory text on “Notes on UNCITRAL Dispute Settlement and Climate Change”, addressing the cross-cutting issues that could arise in cases with climate change-related components.

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<sup>7</sup> Prior to the conclusion of the colloquium, a special farewell session was held to honour José Angelo Estrella Faria, Principal Legal Officer and Head of the Legislative Branch of the UNCITRAL Secretariat, on the occasion of his retirement. He was widely commended for his profound legal knowledge and his significant contributions in the past decades to UNCITRAL’s work and to the field of international trade law as a whole.



Annex



**Programme of the UNCITRAL Colloquium on  
the Law of International Trade  
for a Greener Future**

**Vienna, 23–24 October 2024**



**Vienna International Centre**



## BACKGROUND

The UNCITRAL Colloquium on the Law of International Trade for a Greener Future will be held in Boardroom D of the Vienna International Centre on 23 and 24 October 2024, utilizing part of the conference time allocated to Working Group I of the United Nations Commission on International Trade Law (UNCITRAL). The web page of the colloquium is <https://uncitral.un.org/en/climatechangecolloquium2024>.

At its fifty-seventh session, in 2024, UNCITRAL requested the secretariat to organize a colloquium on the relevance of UNCITRAL instruments to climate action, notably the United Nations Convention on Contracts for the International Sale of Goods (CISG), the Model Law on Public Procurement, the Model Legislative Provisions on Public-Private Partnerships and the instruments on dispute settlement. The colloquium should help UNCITRAL assess the desirability for the secretariat to prepare guidance documents on the practical application and interpretation of existing instruments and possible supplementary texts to address issues concerning climate action.

In response to the request, the UNCITRAL secretariat is organizing the UNCITRAL Colloquium on the Law of International Trade for a Greener Future on 23 and 24 October 2024 at the Vienna International Centre (Vienna, Austria). The colloquium will consist of four panels, which will discuss how UNCITRAL texts in each of the topical areas of (a) public procurement, (b) international sale of goods, (c) public-private partnerships, and (d) dispute settlement relate to and can support climate action. The discussions are expected to develop recommendations and conclusions on whether and how additional texts, either guidance documents to existing texts or supplementary texts, could enhance the contribution made by UNCITRAL to the achievement of climate action goals set by the international community.

Participants at the Colloquium are invited to contribute to the discussion of those issues. Virtual participation will be facilitated, while participants are strongly encouraged to attend and contribute to the colloquium in person.

The main conclusions of the Colloquium will be presented to the Commission for consideration at its fifty-eighth session in 2025.

**Programme**  
**Wednesday, 23 October 2024**

9:00	<b>Registration of participants</b>
9:30	<b>Welcome Address and Introduction</b>
9:45	<p><b>1. Toward Greener Procurement</b></p> <p>This panel will focus on trends and initiatives, both internationally and domestically, to modernize public procurement through the incorporation of “green” considerations in the procurement procedures and will assess the scope and best methods of incorporating “green” procurement in the UNCITRAL Model Law on Public Procurement.</p> <p><b>Moderator:</b> Mr. Michel Nussbaumer, Director, Legal Transition Programme, European Bank for Reconstruction and Development (EBRD)</p> <p><b>Speakers:</b> Ms. Carina Risvig Hamer, Professor, Centre for Climate Change Law and Governance, University of Copenhagen (Copenhagen) Mr. Reto Malacrida, Head of the Government Procurement and Competition Policy Group of the Intellectual Property, Government Procurement and Competition Division, World Trade Organization (WTO) Mr. Roberto Caranta, Professor of Law, University of Turin (Turin, Italy) Mr. Christopher R. Yukins, Lynn David Research Professor in Government Procurement Law, George Washington University (Washington, D.C.)</p>
12:00	<b>Open discussion</b>
12:30	<b>Lunch</b>
14:00	<p><b>2. Greening the Supply Chain: A Perspective from the CISG</b></p> <p>This panel will discuss the emerging need for greening commercial goods supply chains and will discuss climate-related regulations, voluntary commitments and contractual requirements applicable to supply chains from the perspective of the United Nations Convention on Contracts for the International Sale of Goods (CISG), both in terms of applicable law and enforcement mechanisms and substantive rules on conformity of goods, breach of contract and damages.</p> <p><b>Moderator:</b> Mr. José Angelo Estrella Faria, Principal Legal Officer, UNCITRAL secretariat</p> <p><b>Speakers:</b> Ms. Yeşim M. Atamer, Professor of Law, University of Zurich (Zurich, Switzerland) Mr. Henry Gabriel,* Professor of Law, Elon University (Elon, United States) Mr. Edgardo Muñoz López, Professor of Law, Universidad Panamericana (Guadalajara, Mexico) Mr. Hiroo Sono,* Professor of Law, Hokkaido University (Hokkaido, Japan)</p>
16:30	<b>Open discussion</b>
17:00	<b>Closing of Day 1</b>

An asterisk (\*) indicates speakers participating online.

**Programme**  
**Thursday, 24 October 2024**

9:00	<b>Registration of participants and opening of the second day</b>
9:30	<p><b>3. Enhancing Climate Action Through Public-Private Partnerships</b></p> <p>This panel aims to look into how States could enhance their climate actions through public-private partnerships and whether the UNCITRAL Model Legislative Provisions on Public-Private Partnerships provides an adequate legal mechanism for States in this regard.</p> <p><b>Moderator:</b> Mr. Don Wallace, Chairman, International Law Institute</p> <p><b>Speakers:</b> Mr. Jean-Christophe Barth-Coullaré, Executive Director, World Association of PPP Units &amp; Professionals (WAPPP) Mr. Fuguo Cao, Professor of Law, Dean of the China Academy of PPP Governance, Central University of Finance and Economics (Beijing) Mr. Cédric van Riel,* Head of Business Development, Sustainable Infrastructure Foundation (SIF – Source) Ms. Assiba Djemaoun, PPP Coordinator, AFD Group Ms. Jane Jamieson,* Program Manager, Public-Private Infrastructure Advisory Facility (PPIAF) and the Quality Infrastructure Investment Partnership (QII Partnership)</p>
12:00	<b>Open discussion</b>
12:30	<b>Lunch</b>
14:00	<p><b>4. Better Settlement of Climate Change Disputes: A View from UNCITRAL</b></p> <p>The aim of this panel is to consider the role of UNCITRAL dispute resolution texts in contributing to efficient and fair settlement of climate change disputes, in particular, the UNCITRAL texts in the field of arbitration and mediation for both international commercial and investment disputes.</p> <p><b>Moderator:</b> Ms. Judith Knieper, Legal Officer, UNCITRAL secretariat</p> <p><b>Speakers:</b> Ms. Aisha Abdallah,* Head of Disputes, Anjarwalla &amp; Khanna LLP-ANL Kenya (Nairobi) Ms. Tomoko Ishikawa, Vice Dean and Professor, Graduate School of International Development, Nagoya University (Nagoya, Japan) Ms. Annette Magnusson, Co-Founder, Climate Change Counsel Ms. Wendy Miles KC, Barrister, Twenty Essex (London) and Representative, Net Zero Lawyers Alliance Ms. Kamalia Mehtiyeva, Professor of Law, University Paris-Est Créteil (Paris)</p>
16:00	<b>Open discussion</b>
16:30	<b>Concluding discussion of the Colloquium</b>
17:00	<b>Closing of the Colloquium</b>

An asterisk (\*) indicates speakers participating online.