



What Thai Management needs to know about new Foreign Investment Law and Key Myanmar Business Law

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ASEAN Investment Law: Opportunities and Challenges in Myanmar – 27 March 2013

- I. Update new Myanmar Foreign Investment Law and implications for Thai investors (3-14) Tax issues only relative to FIL. The rest Jack Sheehan will handle later.
- II. Company Structure(15-18)
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I. Update new Myanmar Foreign Investment Law and Implications for Thai Investors



I. FIL

- Myanmar's New Foreign Investment Law (**FIL**) was passed on November 2, 2012. It replaces the MFIL of 1988.
- Background: Generally the FIL is optional except in the case of a) major infrastructure deals b) manufacturing and c) State Owned Enterprise Law of 1989 (**SOE Law**). With FIL approval comes notification issued under the SOE Law to grant an exemption.
- here the FIL is optional, the reason investors use the FIL is to get the benefits, like the tax holiday, discussed later.

“ Administration—by the MIC

Attributes of FIL

- Government guarantee against expropriation.
- Foreign exchange benefits (guaranteed remittance of profits; remittance upon exiting the investment)

- Real Estate Leasing, 1987 Law:

New law depending on the type of enterprise and investment amount the MIC would allow investors to enter into a lease up to 50 years + 10 + 10 Tax

Tax holiday—five years

- **Timing**

The MFI Law introduces new rules relating to timing as the MIC is required to evaluate proposals for completeness and accept/reject these within 15 days of submission of the application, and will thereafter issue (or deny) an investment permit within 90 days.

- MIC may nominate some investments that are not eligible for tax holiday.
- Oil & gas and Mining and other large-investment projects—upfront costs (e.g. exploration and drilling) must be borne by the foreign party (same as present PSCs) Profits are then shared. Cost recovery, now allowed under PSCs, still allowed.
- All MFIL investors must now form companies. What about PSCs in oil & gas. MIC says if MOGE okays, it's fine.

Labor

For skilled positions, the MFI Law provides an obligation to increase the use of local Myanmar staff over time. The investor is to achieve:

- At least 25 % of its workforce to be Myanmar nationals during the first two years,
- At least 50% during the second two years; and
- At least 75% during the third two years.

- 5-year tax holiday can be extended
- Thereafter exemption for re-invested profits
- Accelerated depreciation on capital assets
- Relief on income tax up to 50% on profits from exports
- Deductions for R & D
- Exemption from customs duties on capital assets to be used in the business imported during construction period
- Exemption from customs duties on raw materials imported during first three years' of production
- Can pay and deduct expat salaries at normal rates.

- Relief on customs duties on imports for expansion of the business
- Exemption from commercial tax for exports

Rules

There are a few prohibitions in the rules, notably

- Drilling oil and gas hand-dug wells up to 1,000 feet in depth
- Small and medium mineral production
- Electricity generation under 10 megawatts [all above—schedule 1]
- Small farming
- Small livestock breeding [above, schedule 2]
- Fishing [schedule 3]

These industries—last Friday changed to 49-51 from 80-20

- Investors must submit a progress report to the MIC every 90 days [Rule 51]
- If an extension is needed for the construction period, the investor must apply to the MIC at least 60 days before expiration of the construction period. [Rule 57]
- Investor can sub-lease or mortgage the long lease on application to the MIC
- Shares in an FIL-approved company, whether owned by a foreigner or a Myanmar, may be transferred to a foreigner or a Myanmar with MIC approval [Rule 65]

- The investor must submit a schedule of investment if the proposal provides that the investment will be brought in over a period of time. [Rule 135]
- Disputes must be settled using the laws of Myanmar, namely the Arbitration Act 1944 and the Protocol and Conventions Act 1939. [Rule 170]
- The Rules are not applicable to trading. [Rule180]

Notification

Category 1. Prohibited by Foreign Investors

Important examples

- Production of arms and explosives for defense
- Prospecting, exploration and production of jade and gemstones
- Small and medium scale production of minerals

Category 2. Only Joint ventures Not necessarily 80-20 as set forth in rule 20.

Can be any amount unless limited elsewhere, for example in Category 3,
below.

Important examples:

- Large scale production of minerals
- Construction of buildings, infrastructure projects
- Tourism businesses

Category 3. Businesses permitted to be carried out under conditions specifically provided

Important examples

- Saw mills—maximum 25% for foreign investor.
- Mining—limits on exploration feasibility study, can be extended; production 15 year production period, 5-year extensions.
- Casinos—Myanmar people can't play.
- Hotels—100% foreign ownership allowed in 3-stars and above hotels.
All others must be joint ventures.

Category 4. Environmental Impact Assessments

Important examples:

- Hard minerals
- Oil & Gas
- Hydroelectric power deals

II. Structuring the Investment in Myanmar

Forms of Company Structure A



I. Company

formed under Myanmar Companies Act [JV with government (SOE Law) Special Companies Act]

- a. Similarity with Thai limited liability company. Managed by directors, owned by shareholders.
- b. Limitation of liability—foreign jurisdictions.

II. Branch

- a. Local office of a foreign company.
- b. No local ownership. No limitation of liability, but practice is parent company is a holding company.
- c. Often used to begin operations in Myanmar because can have an office, stay (work) permit and local employees.
- d. DICA—decides if branch allowed. Depends on objectives.

II. Representative Office

- a. Only for banks or insurance companies. As of today, no other choice.
- b. Very similar to branch and application procedures are same.
- c. Recommendation from line ministry. In case of banks, representative license must be obtained before we submit the application documentation to the DICA.
- d. No banking and insurance activities—just liaison.
- e. For banks, the Central Bank has announced that in the next month or so, joint ventures would be allowed.

Comparison of Company Structures



	Company	Branch	Rep Office
Official filing fees	USD 2,500	USD 2,500	USD 2,500
Annual tax return	Yes	Yes	Yes
Annual corp. formalities	Yes	No	No
Taxes on net income after FIL tax holiday	25%	25%/35% FIL/no FIL	n/a no income
Must show profit?	Yes - flexible	No	Never

What this means: If you're operating as a liaison office here with no profits—go with a branch because there are no corporate formalities like AGM and you're not expected to show a profit. If the entity will have profits go with the company because outside the FIL the taxes are lower.

Under the New FIL, companies are mandatory. Despite this, MIC will accept branches if MOGE recommends.

Joint Ventures

- a. Are formed as a company—Companies Act if between private parties, Special Companies Act with the Myanmar government (e.g. under SOE Act)
- b. May be under FIL or outside
- c. Limitations of % ownership mentioned later in connection with FIL Rules and Notification

Key provisions in a JV contract: [Sample JV used a few weeks ago]

- Each of the Parties shall have the responsibilities assigned to them below in the running of the Company and the operation of the Business:
- The Parties agree that if there is inconsistency between any provision of this Agreement and any provision of the Articles of Association, this Agreement shall prevail (to the fullest extent permitted by Applicable Law) and the Parties shall co-operate and take all necessary steps to incorporate such amendments into the Articles of Association as may be necessary to preserve the intention of this Agreement.
- The Shareholders shall at all times exercise their voting rights and any other powers of control available to them in relation to the Company (whether as Shareholder, director or otherwise), and shall use their reasonable efforts to cause the Company to comply with all applicable provisions of this Agreement.

- The total initial issued share capital in the Company will be USD[] million ([] US Dollars), in accordance with the requirements of the MFIL. On satisfaction of the Conditions Precedent in accordance with clause 4.3 below, the Parties shall subscribe for newly-issued and fully-paid Shares as follows:
- Annual General Meetings (“**AGM**”) and Extraordinary General Meetings (“**EGM**”) of the Company shall be called and held in accordance with the Articles and the Companies Act. The Chairman of the Board shall preside at all Shareholders’ Meetings. The quorum at any meeting shall consist of at least two (2) present, either in person or by proxy, one of whom shall be an appointed representative of [Party B] and another shall be an appointed representative of [Party A]. In the event of lack of quorum, the meeting shall be adjourned to a new Shareholders' Meeting convened in accordance with the Articles.

- The Board shall be responsible for the management and direction of the Company. The Board shall initially consist of [] () members who shall be appointed as follows:
- The quorum for a meeting of the Board shall be 3 (three) Directors,
- The Shareholders agree that no dividend or distribution of the Company's profits shall be made until:
- No Shareholder may sell, assign, transfer, pledge, mortgage or otherwise dispose of, or agree or undertake to do the same ("Transfer"), any legal or beneficial interest (including, without limitation, voting rights) in any Shares, other than in accordance with this clause 11 and with Applicable Law
- Standard provisions—warranties, confidentiality, effective date, entire agreement
- Arbitration—alternative clauses

IV. Legal Impact of the New Foreign Investment Law on Key Sectors



A. Oil & Gas

FIL

- Deals are done by a PSC signed between MOGE as owner and generally a branch of a foreign company. The branch now will be required to enter into a JOA with a local company approved by MOGE. According to MOGE recently, the percentage of the local party is fixed by negotiation.
- Article 10 i provides that an investment shall be in the form of a company. In fact, a review of the Rules suggests that a branch will be allowed as before.

- Rule 60—PSC will contain “construction period,” the period for drilling of well or wells.
- Rule 61—If construction period not met, permit can be revoked with no compensation.
- Schedule 1 to Rules: prohibitions for foreign investors—hand dug wells up to 1,000 feet, power plants less than 10 megawatts. 49-51 as decided by Parliament on Friday.

Requires EIA for all petroleum and natural gas exploration, drilling and production, likewise pipelines. The Environmental Conservation Rules, issued pursuant to the Environmental Conservation Law will include the requirements.

B. Forestry and Wood

- a. Forest management and conservation 80-20 (Schedule to Rules)
- b. Saw mills. 25% foreign ownership (Schedule I—Notification)
- c. Finished wood products—35%
- d. Capital intensive wood processing projects—49%

C. Mining

- a. Small and medium projects domestic prohibited (Schedule to rules)
- b. Jade and gems—prohibited (Schedule I—N.)
- c. Licenses—exploration 2 years, examination and feasibility study 5 years, production 15 years with 5 year extensions (S—III N)

- D. Power.** Less than 10 mw 80-20 (Schedule 1 rules), foreigners cannot trade in power (Schedule 1 N)
- E. Food and beverages.** Bakeries, preserving, canning, water and spirits, including beer must be a joint venture (Schedule 2 N)
- F. Construction.** Housing must be joint venture (Schedule 2 N)
- G. Tourism businesses.** Must be joint ventures. (Schedule 2 N)
- H. Tobacco.** Cigarettes Must use 50% local content of tobacco or at least 50% bought with local income.(Schedule 3 N)
- I. Casinos.** Allowed but cannot be used by Myanmar players.
- J. Hotels.** Three stars and above 100% foreign ownership acceptable. Fewer stars, must be JV.(Schedule 3 N)

V. Remittances out of Myanmar for Foreign Investors



A. 39(C) FIL — net profit guaranteed remittance.

B. Outside of the FIL

- i. The Foreign Exchange Management Law of 2012 (“FEML”). Until the publication of the implementation of the notifications relating to the FEML, there is little evidence or understanding as to how the new regime of remittances will work in practice
- ii. The FEML is intended, among other things, to liberalize transfer payments relating to “current account transactions” which include:
 - Remittances for trading, services fees, and settlement of short term bank loans;
 - Remittances for payment of interest on loans and net income from investments;
 - Installment loan payments or depreciation on direct investments, and
 - Inbound or outbound remittance for family living costs.

Under section 25 of the FEML, current account transactions shall not be restricted directly or indirectly for settlement or remittance out of the country. Therefore any local or foreign company can in principle enter into a loan agreement with an offshore bank and service that loan without “direct or indirect” restrictions.

- iii. The FEML also regulates remittances and payments relating to “capital account transactions”, defined as “capital account remittances other than current account remittances”. These would include:
- Payment of dividends, and
 - Return of equity capital.

However, regarding these last transactions, the CBM may: (i) enquire the investor as to whether the investment capital was actually “brought-in” to Myanmar as foreign investment in accordance with the law, and (ii) reject any request for permission to remit such payments if the investor cannot produce the required evidence of the original investment funds being brought in accordance to the law. Therefore, they are at risk of rejection by the CBM. Again, implementing regulations not yet available.

VI. Critical Aspects of Land Lease Requirements

As a general rule, a foreign individual or a foreign company cannot own land in Myanmar and the only type of transfer that is allowed is by way of a “lease”, which however shall not exceed a 1 year period at a time. [1987 Restriction on Transfer of Immovable Property Law]

But certain exceptions exist:

1. Obtaining a long-term lease of fifty (50) years, renewable for two (2) consecutive periods of ten (10) years each, by implementing an approved investment project under the umbrella of the Foreign Investment Law (2012);
2. Having a “beneficial relationship with the State”, which may be understood in relation:
 - Embassies or diplomatic missions, United Nations’ organizations, or any other accredited organizations of individuals – no timeframe limit, or
 - Investments for the economic development of the State –thirty (30) years [Directive 3 1990];
3. Obtaining a long-term lease of thirty (30) years, renewable for two (2) consecutive periods, the duration of which relies on the scale of the project itself, by being established in an Industrial Zone or a Special Economic Zone;
4. Obtaining a long-term lease of thirty (30) years or even unlimited, as long as there is no breach of the terms and conditions under which such lease was granted, by investing in the agricultural sector in connection with perennial plantations such as rubber, oil palm and cashew nut plantations, or seasonal plantations such as pulses, maize and oilseeds, respectively;

VII. Land Use—Permissible Land Uses in Myanmar

Land Type	Freehold	Grant	Agricultural	Garden	Grazing	Cultural, Fallow and Waste	Forest	Town	Village	Monastery
Trans-ferrable	✓	✓	✓	✗	✗	✓	✗	✓	✓	✗

Section 39 of the Land Nationalization Act (1953), the title of a land could change from “agricultural land” into “non-agricultural land”. An example of the application of Section 39 of the La Na, referred to the construction of a village on agricultural land, would be as follows:

The Chairman of Village Tract Peace and Development Council (“**VPDC**”) submits the application Form LR103 to Township Land Records Department in order to get a certified map;

The Chairman of VPDC submits the application form to Township Peace and Development Council/General Administration Department with:

- Certified Map
- Site Plan and Layout Plan
- Promise Letter (i.e. a contract indicating completion period), and

Finally, the government has the authority to give permission for the change in land use. [NOTE: La Na authorization will designate the new use, e.g. industrial, hotel.]

VIII. New Employment Law Reforms and Updates



- Labor law in Myanmar is not well developed.
- Most labor legislation was enacted in more than 50 years ago and some provisions are obsolete.
- Some of this legislation was only designed for certain specific categories of labor such as industrial, mining, oilfield, shop and establishment.
- New labor Laws are being drafted. A major new labor law will probably be released in 2013.
- A minimum wage law passed last week.
- In 2010 the Ministry of Labor issued new sample employment agreements.
- Under the FIL, November 2, 2012, employment agreements must be in writing.

- The Employment and Training Act, 1950
- The Employment Restriction Act, 1959
- The Employment Statistics Act, 1948
- The Factories Act, 1951
- The Shops and Establishments Act, 1951
- The Leave and Holidays Act, 1951
- The Oilfields (Labor and Welfare) Act, 1951
- The Payment of Wages Act, 1936
- The Workmen's Compensation Act, 1923
- The Labor Organization Law of 2011
- The Settlement of Labor Dispute Law of 2012
- The Social Security Act, 2012

- The Social Security Law of 2012 (the " Social Security Law") was passed on August 31, 2012.
- The Social Security Law has not yet been in force and will come into force from the date of notification determined by the President.
- The MOL will issue rules and regulations to set the contribution rates, the amount of benefits, etc.

- The Social Security Law will apply to the following establishments with the minimum number of workers to be set by the MOL:
 - Industries, Services, Engineering works, Mills, Warehouses
 - State-owned economic enterprises and government owned economic originations;
 - City Development Committees
 - Financial Institutions
 - Companies, Branches, Representatives
 - Shops, Commercial establishments, Public Entertaining establishments
 - Construction Works carried out for a period of one year and more
 - Companies or JV operating under the Myanmar Foreign Investment Law of Citizen Investment Law
 - Mining businesses
 - Oil and Gas businesses
 - Port business
 - Freight handling business
 - Ministry of Labor and its subordinate departments and organizations
 - Establishments determined by the Ministry of Labor from time to time

Local Benefits, Rights and Protections

Social Security System



- Health and Social Care Insurance System
- Family Assistance Insurance System
- Invalidity Benefit, Superannuation Pension Benefit and Survivors' Benefit Insurance System
- Unemployment Benefit Insurance System
- Retirement payments

- Medical care and cash benefits for sickness
- Medical care and cash benefits for maternity and confinement
- Continued medical care for insured persons after retirement
- Funeral benefit for death due to any cause
- Cash benefit for unemployment

- A Labor Organization must draw up its constitution and rules.
- A Labor Organization must register. Basic, Township, Region or State Labor Organizations must register with the relevant township registrar.
- Must consist of 30 members
- right to take part in collective bargaining process
- Can't fire employee for labor organizing.

- Union has to vote to strike.
- labor federation must reply to the relevant labor organization in time whether it is permitted or not relating to the submission of any labor organization to go on strike.
- Workers cannot strike without accepting negotiation, conciliation and arbitration by Arbitration Body formed under the Settlement of Labor Dispute Law.
- Dispute mechanism is set by the Settlement of Labor Dispute Law. This will be explained in next few slides.
- Workers cannot go on strike or be locked out based on such dispute during the pendency of a labor dispute including appeal settlement for any dispute.
- Workers cannot go on illegal strike.

IX. How to Finance a Project in Myanmar



1. Virtually no financing available locally. Present rules provide that commercial banks may only loan for one year. Generally loans have to be secured with mortgages.
2. Financing from abroad. As discussed earlier, now under FEML—rules not yet promulgated. Present practice—approval of Central Bank of loan agreement and schedule of principal and interest repayment.
3. Limits on local lending rates. Always assumed Central Bank will not approve higher rates for foreign loans.
4. Outside FIL. Foreign Banks can't be mortgagees as a result of 1987 Law. Also, can't be pledgees of shares because of informal government policy against doing so. Chattel mortgage. For real estate?
5. Inside FIL. Foreign bank could be mortgagee and could be pledgee.

Project financing

- a. Limited recourse for usually a big project e.g. pipeline
- b. Financing provided based on projected revenue of project, not creditworthiness of the ultimate owners of the project
- c. Equity of the project company, project assets, cashflows, and contractual rights are pledged to the lenders
- d. Very few examples in Myanmar. One we will use is 2010 Facility Agreement—USD 900,000,000 to Daewoo Intl—CDB consortium lender
- e. Important clauses:

[Annex 5] Security

- **Confirmation** A copy of the latest draft (as at the Signing Date) of the Paying Agency Agreement.
from the Security Trustee that it has received:
- a copy of each Security Document required to be entered into at such time, duly executed by the parties to it; [Includes pledge of equity of project company, cash flow from project made security]
- a copy of all Insurances effected in respect of the Projects together with confirmation from insurers of receipt of premiums paid for the current period;
- a signed original of the xxxx Policy;

Cashflow

- Evidence that:
 - XXXX has provided its prior written consent to the assignment of the Production Sharing Contract – A1, Production Sharing Contract – A3, the Supplemental Gas Terms Agreement and the Offshore Pipeline Rights Agreement;
 - any necessary approvals of the government of Myanmar have been obtained in respect of an assignment of the Amalgamated Joint Operating Agreement and the Offshore Pipeline Joint Venture Agreement; and
 - each counterparty to the MOU and deed of amendment in respect of the MOU has provided its prior written consent to the assignment of the Borrower's interests thereunder, [cashflow from project and contractual rights made security]

in each a case, in accordance with the Assignments.

Government export insurance Company backs project and is subrogated

["**XXX Policy**"] means the policy of overseas investment insurance (investment financing) issued by K-SURE, together with the general terms and conditions of overseas investment insurance (investment financing) (*haewae tujabohoem (tuja geumyung)*), supplemental agreement for overseas investment insurance (investment financing) (*haewae tujabohoem (tuja geumyung)*), and the special policy attached thereto issued or to be issued by XXX in respect of the Facility, and any reference to the XXX Policy shall include the XXX Policy as amended, novated, supplemented, amalgamated, replaced extended or restated from time to time.

[Loan only for Project, not general credit] **Purpose**

The Borrower shall apply all amounts borrowed by it for the following purposes in the following amounts:

[Net of tax] **Tax Gross-up**

All payments to be made by the Borrower to any Finance Party under the Finance Documents shall be made free and clear of and without any Tax Deduction unless such Borrower is required to make a Tax Deduction, in which case the sum payable by such Borrower

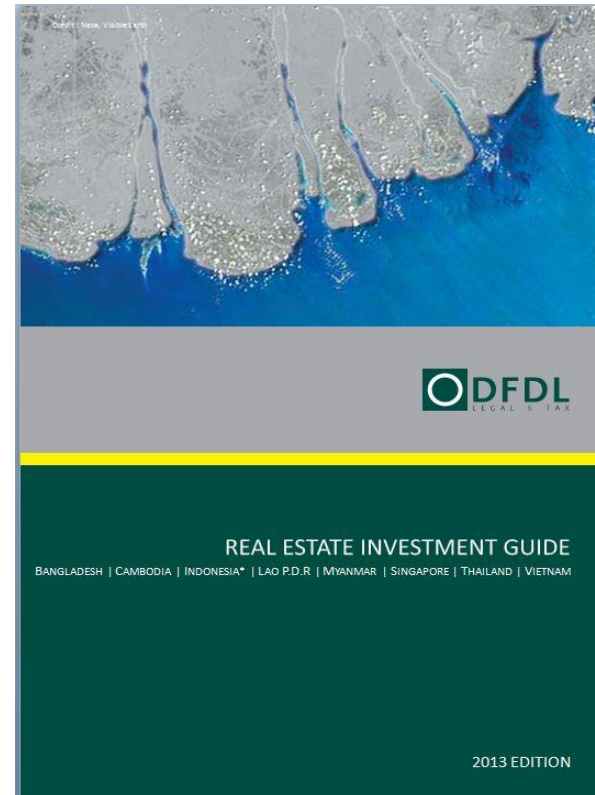
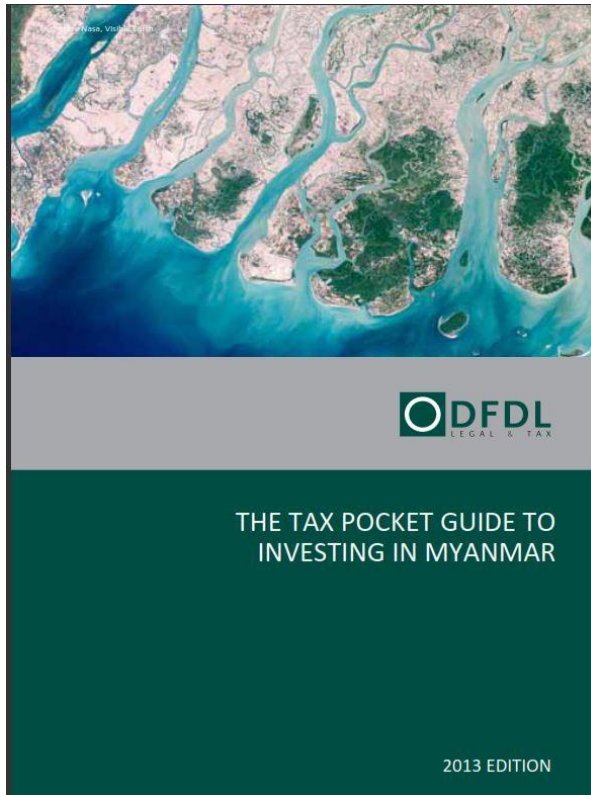
[Financial covenants limited to project company]

- Financial covenants – General

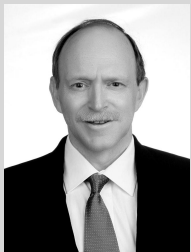
Subject to Clause 19.1 (*Financial covenants – before the Scheduled Completion Date*) above and Clause 19.3 (*Cure right*) below:

- Total Liabilities shall not at any time exceed 85 per cent. of Total Assets.
- the Borrower shall ensure that EBIT in respect of any Relevant Period shall be or shall exceed the level of Interest Expense for that Relevant Period as specified in the table below:

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- A strike is illegal if it is involved with any of the following:
 - being the following essential services, those whose interruption are liable to endanger the life, health or security of the people in any segment of the population: (i) water services; (ii) electricity services; (iii) fire services; (iv) health services; (v) telecommunications services. (A non-essential service may become an essential service if the strike affecting it exceeds a certain duration so as to give rise to damage which are irreversible or out of all proportion to the occupational interests of those involved in the dispute.)
 - going on strike by labor organizations without permission of the relevant labor federation;
 - failing to inform in advance in accord with the provision of the Labor Organization Law in respect of strike;
 - not being relevant to labor affairs such as wages, salaries, welfare and working hours or other matters relating to the occupational interest of the workers;
 - the strike not being in conformity with the date, place, time, period, number of participants and manner as obtained permission in advance.
 - If it is an illegal strike, it may be prohibited in accord with the existing law.

Rights and Obligations of Employers under the Labor Organization Law



- Employers may organize in parallel structures under the Labor Organization Law.
- Employers may lock-out work or service.
- The employer desirous of locking-out the public utility service or service which is not included in the public utility service must inform the starting day and period of lock-out of the work in accord with the stipulation, at least 14 days in advance before the lock-out to the relevant township labor organization and relevant conciliation body and lock-out the work only after receiving the permission of the relevant conciliation body.
- The employer must recognize the labor organizations of his trade as the organizations representing the workers.
- The employer must allow the worker who is assigned any duty on the recommendation of the relevant executive committee to perform such duty not exceeding two days per month unless they have agreed otherwise. Such period must be deemed as if he is performing the original duty of his work.
- The employer must assist as much as possible if the labor organizations request for help for the interest of his workers. However, the employer must not exercise any acts designed to promote the establishment or functioning of labor organizations under his domination or control by financial or other means.

- As to the collective dispute, there are four levels for settlement of labor dispute. They are:
 - the Workplace Coordinating Committee; (In any trade in which more than 30 workers are employed, if there is labor organization, the employer must form the Workplace Coordinating Committee in order to make a collective bargaining with two representatives of workers nominated by each of the labor organizations and an equivalent number of representatives of employer. If there is no labor organization, the employer forms the Workplace Coordinating Committee composed of two representatives of workers elected by them; (ii) two representatives of employer.)
 - the Conciliation Body in each township; (formed by the Region or State Government)
 - the Dispute Settlement Arbitration Body in each Region or State; (formed by the MOL)
 - the Tribunal formed by the Dispute Settlement Arbitration Council. (The Dispute Settlement Arbitration Council is formed by the MOL with 15 qualified persons of good standing from legal experts and experts in labor affairs.)

- As to the individual dispute, there are two levels for settlement of labor dispute.
 - the Workplace Coordinating Committee (optional)
 - the Conciliation Body (compulsory)
- A party, employer or worker, may complain individual dispute relating to his grievance to the Conciliation Body and if he is not satisfied with the conciliation of such body in accord with stipulated manners, may apply to the competent civil court.

- First, the dispute must be negotiated and settled by the Coordinating Committee within five days. (not including the official holidays, from the day of the receipt of the request)
- Second, if the dispute has not been settled, the employer or worker may complain to the relevant Conciliation Body. The relevant Conciliation Body must carry out conciliating so as to be settled within three days and then concluding mutual agreement.
- Third, if the collective dispute does not reach settlement, it must be referred to the relevant Arbitration Body, which must make decision within seven days.
- Fourth, if either party is not satisfied with the decision of the Arbitration Body, except for a decision in respect of essential services, the following options may be exercised;
 - applying by both parties to the Arbitration Council for its decision within seven days;
 - carrying out a lock-out or strike [Only allowed at this point.]

- The Arbitration Council must form and assign duty to a Tribunal to try the case and make decision in respect of the application.
- As to the non-essential services, the Tribunal must:
 - make decision on the collective dispute within 14 days;
 - send the decision to the relevant parties within two days.
- As to the essential services, the Tribunal must:
 - make decision on the collective dispute within seven days;
 - send the decision to the relevant parties within two days.
- The decision of the Tribunal must be deemed as the decision of the Arbitration Council. Such decision will come into force on the day of its decision.
- This decision of the Tribunal will be binding on all of the persons relevant to the dispute; legal successors of the employer involved in the dispute; all of the workers working in the trade at the time of the dispute or thereafter.