



**WINGARDIUM: MEASURES CONCERNING DOMESTIC SOURCING OF  
SOLAR CELLS AND PLAIN PACKAGING OF CRYSTALLINE SILICON  
CELLS  
WT/DSxxx**

1. Wingardium, a developing country with a population of 500 million has recorded immense economic growth in the past 10 years ever since it decided to join the WTO in 2005 and liberalize its economy. Last year its GDP recorded a 15% growth rate. As a result of liberalization, Wingardium has managed to attract a lot of foreign investment in the manufacturing and services sector. Its GDP (purchasing par parity) shot up from \$4 trillion dollars in 2012 to \$5 trillion in 2015 and the per capita income rose from \$107.75 to \$118.68. As a result, Wingardium has been successful in lifting a sizeable proportion of its population above the delineated poverty line established by the Government of Wingardium. Thus through liberalization, Wingardium has achieved considerable success in meeting its constitutional goal of building a “*socialistic pattern of society*”. However, due to increased economic activity, Wingardium is also becoming an energy stressed state. High usage of fossil fuels (almost 95% of energy needs) has deteriorated the standard of living in the country. The prevalence of APM (Air Particulate Matters) in Wingardium’s capital, Tesori, is well beyond the prescribed limit established by WHO. Moreover, despite economic growth, much of Wingardium’s population resides in the rural sector (almost 65%) and has little or no access to electricity. Much of the energy available in the country is provided to industries and the urban sector. Due to its high utilization of fossil fuels, Wingardium ranks fourth in terms of carbon emissions in the world and qualifies as a major contributor to the deleterious effects of climate change.
  
2. Leviosa, is a developed country with a population of 250 million and has been a champion of free trade and capitalism across the world. It has been a founding member of both GATT and the WTO and has been on the forefront of global efforts geared towards greater trade integration. Leviosa qualifies as a post-industrial



economy and has had a sizeable carbon footprint historically. It has a robust manufacturing industry and an equally enviable technological innovation platform, which has always given it an edge over its competitors in the global markets. Till date, Leviosa remains the highest emitter of carbon in the world. However, to Leviosa's credit, it has made significant strides in technology to develop cleaner sources of energy, which will eventually diminish its carbon footprint.

3. In 2006, Leviosa developed a unique technology that uses solar power to generate energy. A scientist named Einburke developed Solar Panels, a technology which uses photons from the sun to generate electricity through a process known as the photovoltaic effect. Each panel is capable of generating close to 200-320 Watts. Many developed countries have started using this technology for commercial and residential application. An average home in Leviosa now can generate close to 3,000 kWh in electricity each year. Moreover, while the technology had exorbitant installation costs in 2006, the price of such panels dropped by almost 50% in 2014 making it much cheaper than the ordinary fossil fuel generated from the grid. Solar panels have also brought a revolution in the energy sector because of its ability to provide decentralized off-the-grid technology, thereby facilitating access to uninterrupted electricity for a large number of households in remote areas.
4. The technology has allowed Leviosa to significantly reduce its carbon emissions and meet the Intended Nationally Determined Commitment (INDC) it made at the UNFCCC Conference of Parties on Climate Change in 2012. Furthermore, Leviosa has become the largest exporter of the Crystalline Silicon Solar Cells in the world and many countries have initiated and executed successful solar missions, aimed at providing solar powered electricity to households and commercial enterprises, on account of the technology transferred by Leviosian investors.

5. In 2013, the Government of Wingardium decided to initiate a similar program, titled the Wingardian National Solar Mission (WNSM), aimed at developing 40,000 MW of grid connected solar power by the year 2030. The enabling document from the Ministry of Renewable Energy of the Wingardian Government titled WG/SM/P-1 lays down the modalities and objectives of the mission. The objectives of the Mission have been laid down in Article 1.1.

*Article 1.1*

*The Wingardium National Solar Mission shall be launched on 31<sup>st</sup> May 2013 in consonance with the Socialistic, Constitutional and Environmental goals of the Republic of Wingardium. The stated goals of the Solar Mission are as follows:*

...

- (i) Deployment of 40,000 MW of grid connected solar power across Wingardium by the year 2030*
- (ii) Achieving 90% rural electrification through off-grid solar power.*
- (iii) Creating a robust Research and Development platform for diffusion of clean and innovative technology across Wingardium.*
- (iv) Domestic production of critical raw materials, components and products, as a result to achieve grid tariff parity by the year 2030.*
- (v) Promote the use of clean solar energy across households and commercial enterprises in Wingardium through a Feed-in-Tariff Scheme.*
- (vi) Phase-I of the Mission shall cover 50% of Wingardium's geographical region over a period of ten years. Following which Phase-II will cover the other 50% over a five year period. During Phase-II only locally produced technology would be used for execution of WNSM.*

6. In order to develop a robust domestic production industry, the document also highlights the importance of domestic content sourcing for the production of solar



panels under Article 4. Further to promote use of renewable energy a feed-in-tariff scheme has also been initiated as part of the document and is enforced through Article 5.

### *Article 4*

*One of the important objectives of the National Solar Mission is to promote domestic manufacturing. In view of this, the developers are expected to procure their project components from domestic manufacturers, as far as possible. However, in the case of Solar Photovoltaic Projects selected it is mandatory for Projects based on Thin Films technology to use the modules manufactured in Wingardium. Photovoltaic Modules made from Crystalline Silicon technologies or concentrator Photovoltaic cells may be sourced from any country, provided the technical qualification criterion is fully met for Phase-I of the Mission (Annexure I).*

### *Article 4.1*

*It would be mandatory for Project developers to ensure 30% of local content in all plants/installations under Solar thermal technology. Land is excluded.*

### *Article 5*

*In order to promote the usage of Renewable Energy, the Government shall initiate a Feed-in-Tariff scheme similar to the Ontario Feed-in-Tariff scheme but with a domestic content requirement of 30% excluding land. This will be initiated along with the other mission objectives of WNSM.*

7. In January 2013, the President of Leviosa visited Wingardium at the behest of the Solar industry lobby to develop a strategic partnership, wherein Leviosian manufacturers of Crystalline Silicon technologies would be able to exploit the economic gains that would accrue from WNSM and would get an edge over other



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competitors. The economic gain from such a deal is estimated at \$ 1 trillion over a 10-year period (Phase-I of WNSM).

8. Both countries have enjoyed cordial diplomatic relations and are on the verge of executing several important security oriented partnerships. Both countries have publicly acknowledged the importance of building deeper strategic relations in an emerging world, where Wingardium's competitor and neighbour, Redondo, is expanding its sphere of influence globally. Redondo and Wingardium have had a tumultuous relationship and have previously gone to war over land claims. Redondo initiated economic reforms much before Wingardium and has been reaping the benefits of the same ever since much to the chagrin of both Wingardium and Leviosa. Leviosa wishes to use Wingardium not only for economic gains but also believes that an economically empowered Wingardium will act as a balancer in the region and allow Leviosa to maintain its control over the global financial and security hegemony. Wingardium has always practiced an independent foreign policy and has been wary of closely aligning itself with a specific world power, however the growing clout of Redondo has compelled Wingardium to reach out to a super power like Leviosa as they share a common agenda of halting Redondo's strategic growth. The President of Leviosa and President of Wingardium believe that deeper economic integration will allow both nations to grow exponentially.
9. The Wingardian President has acknowledged publicly on several occasions that energy security is key for economic development and overall growth of the country and Leviosa will be a key partner in assisting Wingardium to achieve optimal energy efficiency and meeting its development and environmental goals. Given this backdrop, the Leviosian President's trip to Wingardium resulted in the inking of 27 agreements, one of which pertained to collaboration on executing the WNSM successfully. The operative part of the deal reads that:



*“...In realizing the importance of widespread utilization of clean energy, Wingardium will be inviting tenders from Crystalline Silicon Cell manufacturers in Leviosa as part of WNSM. The modalities of the deal will be worked out in a Wino-Leviosian Energy Cooperation Agreement to be executed on May 1 2013 (Annexure II) and shall strive towards a technological transfer arrangement through which Wingardium can develop her own technology for execution of the second phase of WNSM. “*

10. Upon execution of the Wino-Leviosian Energy Cooperation Agreement, Leviosian companies through the Consortium of Leviosian Investors (CLI) won tenders for 60% of Phase-I of the project having met all the criteria stipulated in the technical regulation including the Quality, Health and Safety Standards established by Wingardium Standards Organization (WSO). The Agreement required them to supply Crystalline Silicon Cells to local developers or establish solar grid power plants on their own and produce Photovoltaic Crystalline Silicon Modules aimed at specific projects for introducing solar power across North Wingardium. While Leviosian manufacturers received a lion’s share for supply of solar cells, the domestic content requirement under WG/SM/P-1 has resulted in significant losses for CLI. Over the course of two years Leviosian investors, who once appeared to be very bullish about the prospects of WNSM, have suffered a loss of \$ 5 billion and have had to share a significant amount of revenue with domestic manufacturers.
11. The 34 investors wrote to the President of Leviosa seeking his intervention on this issue and compel the Wingardian Government to review its domestic content law under WG/SM/P-1. The President of Leviosa in a letter dated 30<sup>th</sup> June, 2015 (Annexure III) wrote to the President of Wingardium stressing upon the need to create greater investor confidence in Wingardium for both Leviosa and Wingardium to grow economically. He requested the Wingardian President to reconsider the domestic content requirement for the benefit of Leviosian investors and offered a commitment to support the growth of domestic industry so that Wingardian could manage the execution of Phase-II of WNSM by solely relying on domestic manufacturers.



12. The President of Wingardium, in a letter dated 1<sup>st</sup> July 2015 (Annexure IV) offered to cut back on the domestic content requirement for the benefit of Leviosian investors and diplomatic relations between Wingardium and Leviosa. Through an Executive Order dated 2<sup>nd</sup> July 2015 (Annexure V), the President of Wingardium honored the commitment made to Leviosa.
13. However this attempt to please Leviosa resulted in a backlash in Wingardium. The domestic Crystalline Silicon cells and solar panels industry had employed a workforce of 10 million people and due to this decision they were compelled to lay off more than half of their workforce. Rising unemployment and burgeoning fiscal deficit on account of loss of tax revenue gave the opposition party enough fodder to launch an offensive against the Government of Wingardium in the Wingardian Parliament. For a whole session, the debate on the President's "ill-conceived" measure stonewalled any concrete development on other aspects of governance and law making. The policy paralysis at the centre resulted in a hostile investor sentiment and compelled credit rating agencies to downgrade Wingardium's credit status to negative. With impending elections in the year 2017 and the President looking to secure a second term in office, there was no other option left but to revert to the original scheme as laid down in WG/SM/P-1.
14. On 4<sup>th</sup> January, 2016, The President of Wingardium through an executive order (Annexure VI) called for the reinstatement of WG/SM/P-1 in its totality with a more stringent domestic content requirement of 50% despite the fact that Leviosa had transferred sufficient Know-How to establish 25 domestic companies that deal with production of Crystalline Silicon Solar PV Module.
15. As a result the Leviosian investors suffered heavy losses and were compelled to abide by the executive order. The President of Leviosa in a strongly worded letter dated 12<sup>th</sup>



January 2016 (Annexure VII) communicated to the Wingardian President that his decision was in violation of his country's commitment under WTO and international law including the Energy Charter Treaty, which both countries have signed and ratified without any reservations. He further threatened to bring a dispute before a WTO dispute settlement panel should Wingardian Government not remove the domestic content requirement under WG/SM/P-1.

16. The President of Wingardium took this threat as an opportunity to further build popular support in his country. He had also secured an Energy Cooperation Deal with Redondo for supply of Thin Film Technology on similar terms as stipulated under the Energy Cooperation Agreement with Leviosa. A media report in the Wingardian Herald mentioned that this was an attempt to bury the hatchet with Redondo and start anew. The media report further alleged that there is a secret plan to transfer the domestic Crystalline Silicon manufacturing industry to Redondo and gradually stop the use of this technology for production of PV modules, in its entirety. The President of Wingardium denied this in an interview to the Wingardian Herald but many official sources confirmed the same on the condition of anonymity. At the same time, it was revealed in a preliminary study by the Department of Health of Wingardium, that Crystalline Silicon solar cells are causing many allergies and in some cases resulting in skin cancer for individuals in close contact with such panels containing these cells. Further, it was suggested that it would not be possible to impose a blanket ban on the use of Crystalline Silicon cells since some domestic manufacturers were involved in the production of the same and any such ban would lead to loss of livelihood for many employed in such industries. The reliance on Crystalline Silicon cells had to be reduced and the only way to reduce this was through plain packaging of all solar cells, which would reduce the brand recognition and promote of the use of locally manufactured Thin Film technology solar cells. The Wingardian Department of Health issued a directive on 1<sup>st</sup> February, 2016 calling for plain packaging of all solar cell products in the interest of public health. (Annexure VIII).





17. Within a month of the Directive coming into force, the Leviosian investors' already depleting market share in the Wingardian solar industry dipped to 10% in March 2016 from 75% in December 2013. The Leviosian investors called this measure trade restrictive and a violation of Wingardium's commitment under the TRIPs Agreement. The Leviosian Trade Representative wrote a letter dated 10<sup>th</sup> March, 2016 to the Wingardian Commerce Minister citing this as an outright violation of the commitment made by Wingardium under TRIPs as it was tantamount to a trademark infringement of Leviosian products. He further threatened legal action at the WTO if this measure was not reversed (Annexure IX). Despite the letter gaining widespread coverage in the Wingardian media, the Leviosian Trade Representative did not receive a response from the Wingardian Commerce Minister.

18. In late March 2016, Leviosa requested consultations with Wingardium under WTO Dispute Settlement Understanding (DSU). The consultations witnessed widespread protests in Wingardium who labeled the Leviosian investors as greedy and insensitive capitalists. The Wingardian Herald noted:

*"...The request for WTO consultations and repeated threat of litigation by the Leviosian Government only reveals the insatiability and insensitiveness of capitalism. Their pursuit for economic gain is in utter disregard of Wingardian goals for socio-economic development and curtailing the adverse effects of climate change. Wingardium deserves a healthy and prosperous existence and for that it should be willing to take on such crony capitalists head on and without fear of reprisal. "*

19. The Leviosian Tribune noted:

*"...both countries intended to resolve the current crises in today's consultations. It is widely speculated that if Wingardium could relax the domestic content and plain packaging requirement a mutually beneficial decision could be reached between the two countries."*

20. The consultations were unsuccessful.

21. Leviosa requested the establishment of a WTO Panel. Wingardium did not object to this request. The DSB established a panel in June 2016. The WTO Director General composed the Panel in July 2016.

22. Leviosa alleged the following in its request for establishment of Panel:

The WG/SM/P-1, FIT Scheme, Executive orders and Ministry Directives apply a domestic content requirement and provide other benefits to local producers, which is trade distortive and inconsistent with the following provisions of WTO Agreements.

(i) *Article 2.1 of the TRIMS Agreement, because they appear to be trade-related investment measures that are inconsistent with the provisions of Article III of the GATT 1994.*

(ii) *Article III:4 and III:5 of the GATT 1994 because they appear to be laws, regulations or requirements affecting the internal sale, offering for sale, purchase, transportation, distribution, or use of equipment for renewable energy generation facilities that accord less favorable treatment to imported equipment than that accorded to like products originating in Wingardium.*

(iii) *Article III:1 of the GATT 1994 because the measures appear to require the mixture, processing or use of equipment for renewable energy generation facilities supplied from Leviosa in specified amounts or proportions, being applied so as to afford protection to Wingardian production of such equipment.*



- (iv) *Articles 3.1(b) and 3.2 of the SCM Agreement because it appears a subsidy in the form of financial contribution or income or price support and ensuing benefit is to be provided “contingent ... upon the use of domestic over imported goods”, namely contingent upon the use of equipment for renewable energy generation facilities produced in Wingardium over such equipment imported from countries such as Leviosa.*
- (v) *Article 20 of the TRIPS Agreement, because Wingardium unjustifiably encumbers the use of trademarks for Crystalline Silicon Cells in the course of trade through special requirements. In particular, Wingardium mandates: (i) that trademarks relating to Crystalline Silicon Cells be used in a special form, and (ii) that trademarks relating to Crystalline Silicon Cells be used in a manner which is detrimental to their capability to distinguish Crystalline Silicon Cells of one undertaking from Crystalline Silicon and Thin Film products of other undertakings.*
- (vi) *Article 16.1 of the TRIPS Agreement, because Wingardium prevents owners of registered trademarks from enjoying the rights conferred by a trademark under the Wingardian Trademark Act (In Pari Materia, the Indian Trademark Act, 1999).*
- (vii) *Article IX:4 of the GATT 1994, because Wingardium imposes requirements relating to the marking of imported Crystalline Silicon Cells which materially reduce their value and/or unreasonably increase their cost of production.*
- (viii) *Article 2.2 of the TBT Agreement, because Wingardium imposes technical regulations that create unnecessary obstacles to trade and are more trade-restrictive than necessary to fulfil a legitimate objective taking into account the risks that non-fulfilment would create.*



**Annexure-1**

**Technical Requirements of PV Module for use in Grid Solar Power Plants WG/SM/P-1/Annex**

**Effective May 31<sup>st</sup>, 2015**

The following are the technical measures required to ensure quality of the PV modules used in grid solar power projects.

(a) PV Module Qualification

1.1 The PV modules used in the grid solar power projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

Crystalline Silicon Solar Cell Modules IEC 61215  
Thin Film Modules IEC 61646  
Concentrator PV modules IEC 62108

1.2 In addition, PV modules must qualify to IEC 61730 for safety qualification testing and IEC 43070 for health hazards<sup>1</sup>. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

(b) Authorized Test Centers

The PV modules must be tested and approved by one of the Wingardian authorized test centers. In addition a PV module qualification test certificate as per Wingardian Quality, Health and Safety standard, issued by Wingardium Standards Organization must also be obtained. Ministry on Renewable Energy, Wingardium will review the list of authorized testing laboratories/centers from time to time.

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<sup>1</sup> This is a fictional standard that requires testing of modules for allergens and radiation in order to prevent cases of fatal allergies and skin cancer.



### (c) Warranty

- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- PV modules used in grid solar power plants must be warranted for output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.

### (d) Identification and Traceability

Each PV module used in any solar power project must use an RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions.)

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module
- vi. Wattage,  $I_m$ ,  $V_m$  and FF for the module
- vii. Unique Serial No and Model No of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per WGO 9000

All grid solar PV power plants must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to Ministry of Renewable Energy, Government of Wingardium or any other designated agency online and/or through a report on regular basis every month for the entire duration of PPA.



Annexure-II

Agreement between the Republic of Wingardium & Republic of Leviosa  
Energy Cooperation Agreement for Wingardium National Solar Mission  
Executed on 1<sup>st</sup> May, 2015

The Parties to this Agreement recognize the greater need of energy cooperation between Wingardium and Leviosa. In doing so the Parties:

*Recognize that energy efficiency and widespread utilization of clean energy is paramount in reaching development and climate change goals.*

*Resolve that all forms of facilitation and cooperation will be provided to each other in the interest of common goals.*

*Acknowledge that Wingardium is a developing country and must develop an efficient solar power industry for which Leviosa will provide the necessary technology.*

*Confirm that any disagreements will be settled through peaceful and diplomatic negotiations.*

*Resolve that in pursuit of mutual economic gain neither Party will create any unnecessary obstacles to trade and investment.*

NOW, THEREFORE, the Parties, through mutual negotiations and based on the principle of equality and mutual benefit, hereby agree as follows:

...Article 2

- (i) **“Know-How”** means the Know-How of Proprietary Technology on Crystalline Silicon Solar Cell Production, which is invented by Doctor Einburke and owned by Consortium of Leviosian Investors, including knowledge, experience and all skills required for producing Crystalline Silicon Solar Cell and known to Doctor



Einburke and Consortium of Leviosian Investors, including Technical Data and experience and skills which could not be recorded in writing

- (ii) **“Technical Data”** means all written information on the aforesaid Know-How, including, but not limited to research report and all technical data and information on design, calculation, drawings, manufacturing process, quality control, experiment, installation, measurement and test, operation, maintenance on and of the product.

### Article 3

- (i) Wingardium shall facilitate and allow investment from Leviosian investors interested in supplying Crystalline Silicon Technology and developing on grid Solar PV modules subject to Leviosa meeting the requirements stipulated in technical regulations contained in WG/SM/P-1.
- (ii) Leviosa commits that all PV modules developed and supplied by Leviosian investors will meet all international safety standards that are recognized by Wingardium.

### Article 4

- (i) The President of Leviosa, acting on behalf of Consortium of Leviosian Investors, through a Power of Attorney Agreement, agrees to transfer and assign to Wingardium the property right in the Know-How. Wingardium developers and manufacturers of Solar PV Modules are entitled to use, grant licenses to any third party to use, the Know-How, to exclusively manufacture and sale of Crystalline Silicon Solar Cell production, and have the right to file for patent application covering the Know-How.
- (ii) A substantial transfer of Know-How will result in reduction of Domestic Content requirements for Phase-1 of WNSM under WG/SM/P-1.

### Article 5

- (i) In the event a dispute arises in connection with performance of this Agreement, the Parties shall attempt to solve such dispute through friendly consultations. If no mutually acceptable settlement of such dispute is reached, such dispute shall be submitted to Wingardium International Economic and Trade Arbitration Commission. Arbitration shall take place in Tesori and shall be conducted in accordance with UNCITRAL Rules then in force at the time a particular dispute is submitted for arbitration. The arbitral award is final and binding upon the Parties.
- (ii) For the purpose of this Clause, “Dispute” means a dispute arises in connection with validity, effective date, interpretation, performance, default liability of and under this Agreement and supplementing schemes, and that with modification,



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- transfer, dissolution and termination of this Agreement and supplementing schemes.
- (iii) The parties shall exhaust all local remedies in the State of Wingardium before approaching any international forum.







Annexure III

To,  
The Honorable President,  
Republic of Wingardium  
Parrot Hill, Tesori,  
Wingardium

30.06.2015

Dear Mr. President,

**Re: Request to Reduce the Domestic Content Requirement under WG/SM/P-1 and FIT Scheme**

I am extremely distressed to hear from our solar industry representatives that the domestic content requirement is causing them, and thereby, our economy, significant loss. I would request you reconsider the domestic content requirement under Articles 4 and 5 of WG/SM/P-1 for the mutual benefit of both of our nations. As you are aware, the Consortium of Leviosian investors have honored the commitments made under the Energy Cooperation Agreement in its totality and have transferred substantial know how for the development of your domestic industry. However, the high domestic content requirement, which is part of your WNSM scheme and the Feed-in-Tariff Scheme, has resulted in huge economic losses for our investors. This is so because a substantial part of the investment was speculative and despite the commitment under the Economic Cooperation Agreement no substantial reduction has taken place in this requirement. I hereby request you to reconsider your government's



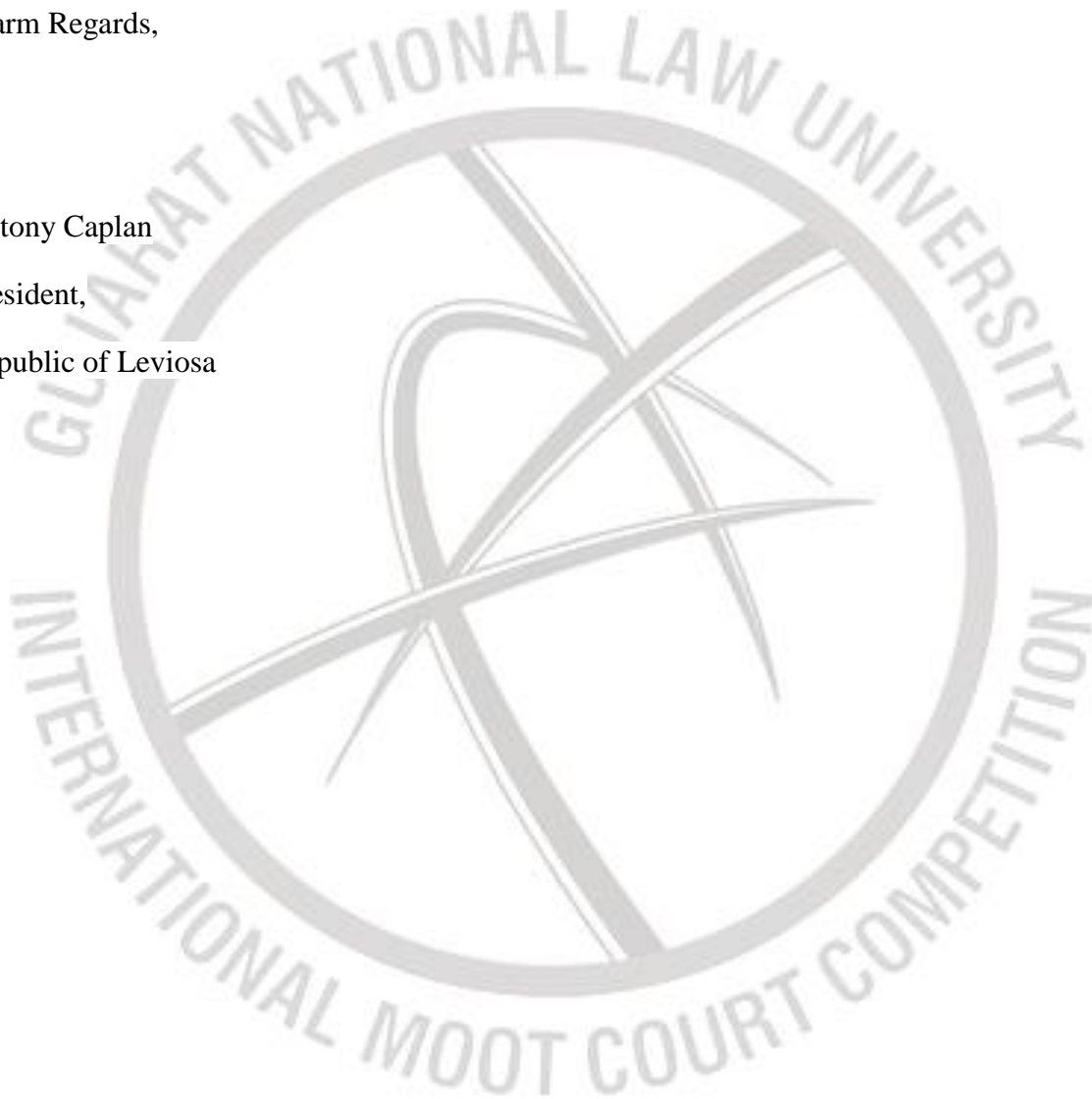
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stance on the said issue in mutual interest of our long-term strategic plans, which may be adversely affected on account of this matter. I look forward to a positive response from your end.

Warm Regards,

Antony Caplan  
President,  
Republic of Leviosa





Annexure-IV

To,  
The Honorable President,  
Republic of Leviosa,  
Mansioni Di Presidente, Khimer,  
Leviosa

1.07.2015

Dear Mr. President,

**Re: Wingardium's Domestic Content Requirement under WNSM**

I duly acknowledge your concern and appreciate the efforts made by Leviosian investors to help in building our domestic solar industry. As such, the impressive transfer of Know How and the High quality of PV Modules developed by the investors has allowed us to meet our targets at a much faster pace. I also acknowledge our common long-term concerns and strategic objectives and will do everything possible to honor our commitment. The Leviosian investors have consistently met the quality and safety standards and their products have ushered a solar revolution in Wingardium. The technology developed by Dr. Einburke and adopted by our domestic manufacturer will most certainly bring about a positive change in our development and environmental agenda. I thank you for your interest in maintaining cordial relations with the State of Wingardium. I shall ease the restrictions on the Leviosian investors with immediate effect through an executive order.

Warm Regards,

Reefer John,

President,

Republic of Wingardium



Annexure-V

**Executive Order WG/SMEO/118**

**Amendment to Article-4 WG/SM/P-1 and Feed-in-Tariff Scheme**

**2.07.2015**

By the power vested in me as President by the Constitution and the laws of the Wingardium, it is hereby ordered as follows:

**Section 1: Amendment to Article 4 WG/SM/P-1:** It is established that Article 4 of WG/SM/P-1 shall be amended to remove the requirement of domestic content sourcing for production of Solar PV modules. To this extent the requirements contained under Article 4 and 4.1 pertaining to Crystalline Silicon Technology shall stay suspended till further notice. Further the Feed-In-Tariff that is part of WG/SM/P-1 shall be suspended with immediate effect and no income support would be provided to any manufacturer dealing in Solar PV Modules.

**Section 2: Purpose of the Amendment:** The purpose of the amendment is to boost foreign investment in the solar power sector and provide ample room for economic growth of foreign investor so that there can be a steady flow of transfer of technology for the development of domestic Solar PV Modules industry.

**Section 3: General Provisions:** (a) This order shall be implemented in accordance with applicable law and subject to the availability of appropriations.

(b) Nothing in this order shall be construed to impair or otherwise affect:

- i. The authority granted by law to a department or agency, or the head thereof;  
or
- ii. The functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals  
or
- iii. The livelihood of Wingardian Citizens.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the Government of Wingardium, its departments, agencies, or entities, its officers, employees, or agents, or any other person.



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Reefer John,

President of Wingardium,

Parrot Hill,

Tesori, Wingardium.





Annexure-VI

**Executive Order WG/SMEO/119**

**Amendment to Article-4 WG/SM/P-1 and Feed-in-Tariff Scheme**

**4.01.2016**

By the power vested in me as President by the Constitution and the laws of the Wingardium, it is hereby ordered as follows:

**Section 1: Amendment to Article 4 WG/SM/P-1:** It is established that Article 4 of WG/SM/P-1 shall be reinstated to include requirement of domestic content sourcing for production of Solar PV modules. To this extent the requirements contained under Article 4 and 4.1 pertaining to Crystalline Silicon Technology shall require 50% domestic sourcing. Further the Feed-In-Tariff that is part of WG/SM/P-1 shall be reinstated with immediate effect.

**Section 2: Purpose of the Amendment:** The purpose of the amendment is to provide relief to millions of workers who have suffered a loss of job due to the previous Executive Order WG/SMEO/118. I recognize the importance of the growth of the domestic product industry, which hasn't received substantial know how from the Consortium of Leviosian Investors. The Leviosian investors have exploited the provisions of the previous Executive Order for their benefit but haven't passed on the same to domestic manufacturers in Wingardium.

**Section 3: General Provisions:** (a) This order shall be implemented in accordance with applicable law and subject to the availability of appropriations.

(b) Nothing in this order shall be construed to impair or otherwise affect:

- i. The authority granted by law to a department or agency, or the head thereof;  
or
- ii. The functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.  
or
- iii. The livelihood of Wingardian Citizens.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the Government of



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Wingardium, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

Reefer John,

President of Wingardium,

Parrot Hill,

Tesori, Wingardium.





Annexure-VII

To,  
The Honorable President,  
Republic of Wingardium  
Parrot Hill, Tesori,  
Wingardium

12.01.2016

Dear Mr. President,

**Re: Pursuing Trade Remedies for Failure to Abide by International Legal Commitments**

I am thoroughly disappointed by the treatment your government has accorded to our investors. You have failed to honor your commitment in the Energy Cooperation Agreement as well as under the Energy Charter Treaty. Further the actions taken by you by way of Executive Order WG/SMEO/119 is highly trade distortive and in contravention of your commitments under the WTO. This action will have an extremely detrimental impact on the economic and strategic relations between our two nations. Furthermore, it is going to send a negative and hostile signal to many investors who were contemplating to enter the Wingardian market. We have consistently honored our commitment under the Energy Cooperation Agreement and the WG/SM/P-1. The transfer of Know How has resulted in the establishment of 25 domestic companies involved in the production of Solar PV Crystalline Silicon Technology module. I urge you reinstate the clauses laid down under Executive Order WG/SMEO/118 with immediate effect. Failure to do this would compel us to bring a dispute before the WTO and other international forums. Your actions have resulted in a trust deficit





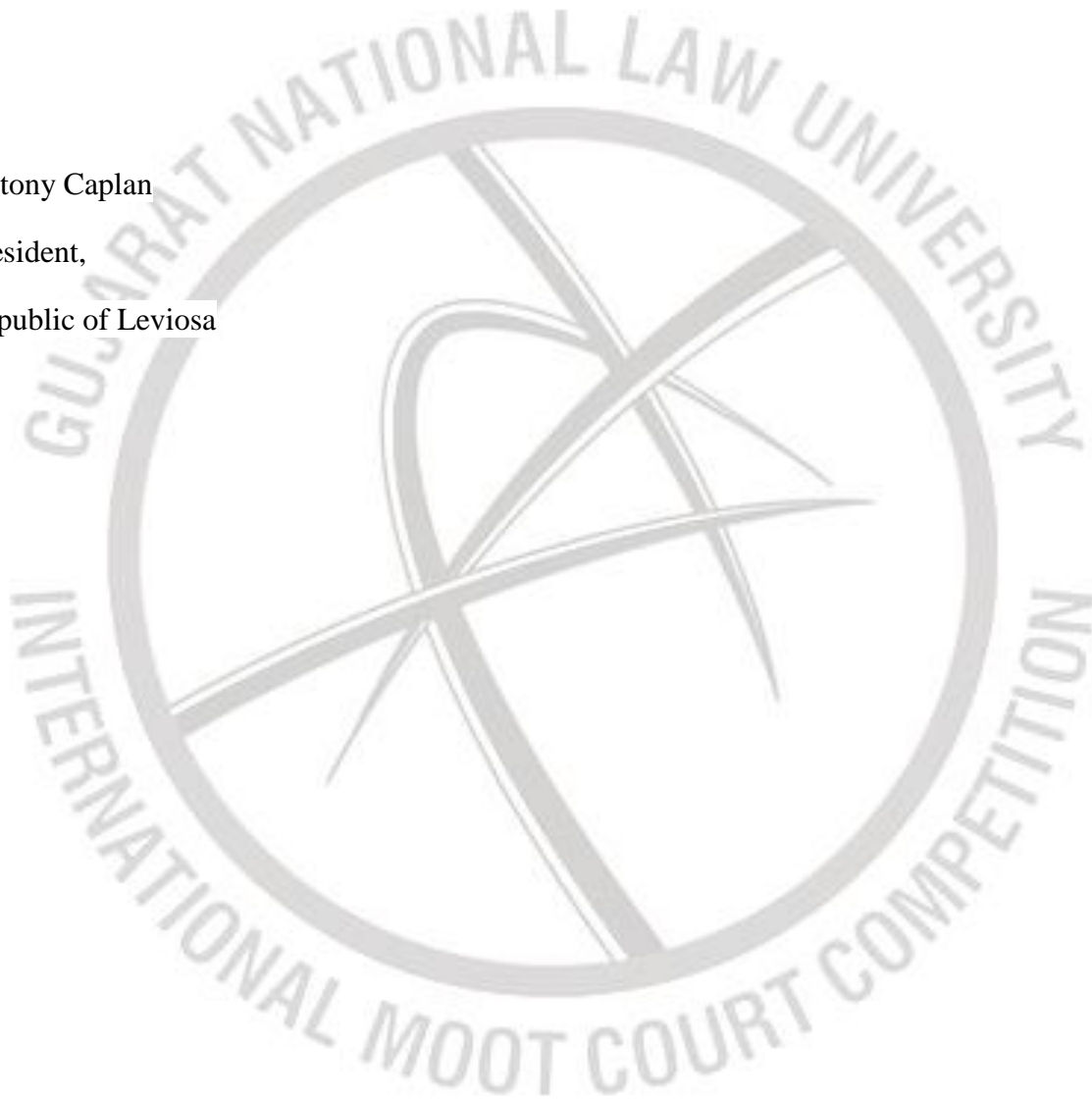
## 8<sup>th</sup> GNLU International Moot Court Competition, 2016

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between our countries and the onus is on you to rectify that. I hope that better sense and judgment prevails upon you.

Warm Regards,

Antony Caplan  
President,  
Republic of Leviosa





## Annexure VIII

Department of Health

Republic of Wingardium,

Tesori, Wingardium

1.02.2016

### Directive 141/PP/CST regarding Plain Packaging of Solar Cells & Solar Modules

1. Upon conducting preliminary studies, it has been observed that the Crystalline Silicon Technology Solar Cells have resulted in several cases of fatal allergies and in some cases close contact with such panels has resulted in Skin Cancer. This is further corroborated by the study conducted by Wingardian Health Initiative, an NGO, which conducts scientific analysis on the safety of electronic products has concluded that Crystalline Silicon Technology Solar Cells are a health hazard and should be avoided despite their ability to significantly reduce carbon emissions.
2. Manufacturing Silicon based PV materials typically involves depositing ångström-thick layers of gases such as arsine, phosphine, and silane onto a substrate. These gases are considered extremely hazardous, highly toxic, or pyrophoric (meaning they combust as soon as they hit the air). The highly pressurized gases used for creating Crystalline Silicon Technology PVs pose the main occupational dangers.
3. In our opinion, the most efficient strategy to reduce the hazards associated with PV manufacture is simply to choose technologies that don't require large quantities of hazardous gases. In general, thin-film Photovoltaics require less energy in their manufacturing than Crystalline Silicon Photovoltaics. This translates to lower emissions of toxics such as heavy metals, sulfur oxides, nitrogen oxides, particulate matter, and carbon dioxide and lesser health risks for workers and consumers.
4. Nevertheless, a complete ban on Crystalline Silicon cells will result in significant losses to both foreign investors and domestic industry, who utilize the technology for production of Solar PV modules. However, in the interest of public health, we must reduce the use of Crystalline Silicon

Technology and promote the use of thin film technology for the aforementioned reasons. In this regard, we believe that lesser brand recognition in the eyes of public and manufacturers will allow them to select thin film technology. Evidence from other countries has shown that such measures have been successful in reducing the use of Crystalline Silicon Technology.

5. Therefore the stated objectives of the measure being enforced by way of this Directive, namely Plain Packaging of Solar Cells, are as follows:
  - Reduce the attractiveness and appeal of Crystalline Silicon PVs products to consumers and Crystalline Silicon Cells to manufacturers.
  - Increase the noticeability and effectiveness of mandated health warnings;
  - Reduce the ability of the retail packaging of such products to mislead consumers about the harms of using such panels; and
  - Through the achievement of these aims in the long term, as part of a comprehensive package of health control measures, contribute to efforts to reduce usage of Crystalline Silicon Technology.
6. As such, the following measures must be adopted by all manufacturers of PV modules and suppliers of both Thin Film and Crystalline Technology Solar Cells.
  - (i) The Laminate for the package must be transparent and not coloured, marked, textured or embellished in any way, other than as permitted by the Directive and Technical Regulation under WG/SM/P-1 ;
  - (ii) No trade mark or mark may appear anywhere on the Laminate, other than as permitted by the Directive and Technical Regulation under WG/SM/P-1.
  - (iii) No trade mark or mark may appear anywhere on a Solar Cell or Solar Module product, other than as permitted by the Directive and Technical Regulation under WG/SM/P-1.
  - (iv) 90% of the package must contain health warnings and instructions for handling such equipment.<sup>2</sup>
  - (v) Certain trade mark that may appear on the retail packaging of Solar Cell and Solar PV module products:

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<sup>2</sup> There are no known health warnings related to Thin Film Cells.



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- The brand, business or company name for the Solar cell and Solar Panel products, country of origin information, alphanumeric code and any variant name for such products.
- Any relevant legislative requirement contained in WG/SM/P-1.
- The brand, business, company and variant names must be displayed in a uniform typeface, font, size, color and placement. The font should be Times New Roman and must not exceed 24 points. It should be Pantone 448 in color and can only be placed on the side of the package.

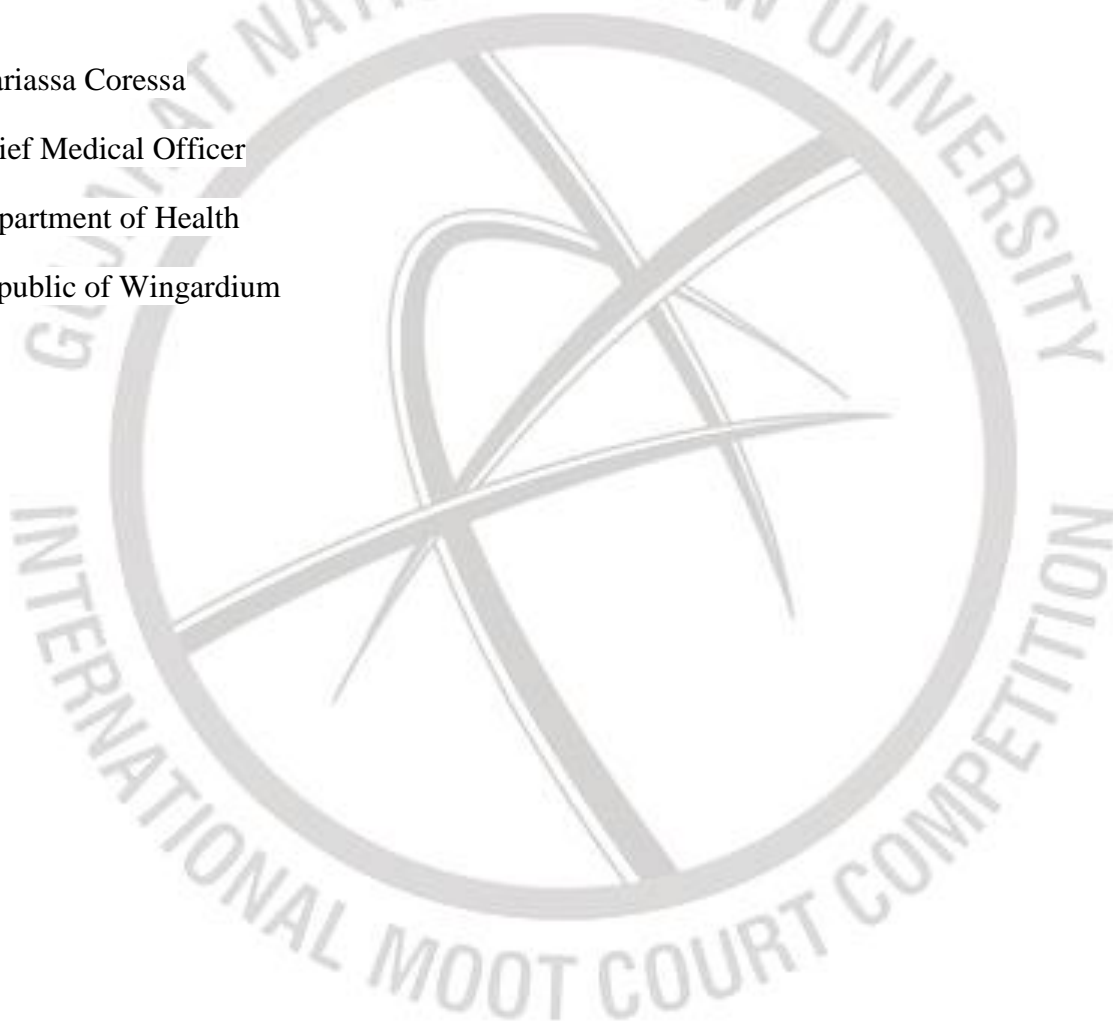
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Mariassa Coressa

Chief Medical Officer

Department of Health

Republic of Wingardium





Annexure IX

To,  
The Honorable Minister of Commerce,  
Republic of Wingardium  
Commerce City, Tesori,  
Wingardium

10.03.2016

Dear Mr. Moribund,

**Re: Health Directive 141/PP/CST in Violation of Commitment under TRIPs**

I am writing this mail to you to bring to light the displeasure expressed by the Consortium of Leviosian Investors over the recent Health Directive issued by the Wingardian Department of Health. The measures taken under the said Health Directive infringe upon the Trademark Rights of our investors and are based on inconclusive scientific evidence. A Leviosian based NGO, Health For All, has confirmed that Crystalline Technology Solar Cells are completely safe and do not have any harmful effects. In addition to this, the products of our investors have passed every quality, safety and health standard stipulated under the Technical Regulation under WG/SM/P-1. In this regard your Health Directive acts as a technical barrier to trade and has depleted our market share substantially in Wingardium. This is in violation of several commitments made by your nation to the WTO. I urge you to suspend the Health



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Directive till such time you have conclusive scientific data to support your claim. If not, then we will be compelled to pursue remedial measures against Wingardium at the WTO, which we are certain will result in a loss for your country and expose your government's protectionist stance to the world. Once again, as has been mentioned by our President in the past, your decisions are causing irreparable damage to our long-term strategic plans and you stand to lose out a lot should you continue to pursue these measures.

Warm Regards,

Rick Cantor

Permanent Trade Representative,

Republic of Leviosa

