**INTERNATIONAL TREATY ON COMPREHENSIVE AI REGULATION**

*PREAMBLE*

*The Contracting Parties*:

*RECOGNISING* the common interest of all mankind in the progress, development and use of Artificial Intelligence for peaceful purposes;

*CONSCIOUS* of the economic, social, geopolitical, and security threats posed by rapid development and advancement of Artificial Intelligence;

*BELIEVING* that the development and use of Artificial Intelligence should be carried on, in accordance with the principle of equality, for the benefit of all countries irrespective of their economic or scientific development;

*ANXIOUS* to address the potential risks, ethical concerns, and unintended consequences arising from the unmoderated and unregulated development and proliferation of Artificial Intelligence, particularly Artificial General Intelligence (AGI) and Artificial Super Intelligence (ASI);

*EXPRESSING* the desirability of establishing through this Treaty, an international organisation for AI governance, having regard to the sovereignty of contracting parties, and to the principles of equality of States, transparency, and mutual benefit, which will facilitate international communication, and promote peaceful, efficient and equitable use of AI;

*URGING* all state parties to participate in the fullest possible exchange of scientific information for, and to contribute alone or in co-operation with other States to, the further development of the applications of Artificial Intelligence for the benefit of mankind & other peaceful purposes;

*RECALLING* that, in accordance with the general principles of International Law, States must refrain from weaponizing Artificial Intelligence and using it as a threat or as a means of force against the territorial integrity or political independence of any State, or in any other manner which infringes the fundamental human rights, or hampers the new international economic order.

*SOLEMNLY AGREE* to enter into a Treaty of INTERNATIONAL TREATY ON COMPREHENSIVE AI REGULATION as follows:

**ARTICLE I DEFINITIONS**

1. Artificial Intelligence (AI) – A discipline of computer science that is aimed at developing machines and systems that can, for a given set of human-defined objectives, generate outputs such as content, predictions, recommendations, or decisions influencing the environments they interact with, and require limited or no human intervention.
2. Artificial General Intelligence (AGI)- A form of Artificial Intelligence, which possesses human cognitive abilities and can carry out any command at an equivalent or more efficient rate than human beings.
3. Artificial Super Intelligence (ASI) - A form of Artificial Intelligence, possessing cognitive abilities which supersede humans, and which can carry out any command at a more efficient rate than humans.
4. Artificial Narrow Intelligence (ANI) - A form of Artificial Intelligence that is programmed to execute a narrow range of functions which are beneficial and useful for the modern-day society, and does not supersede human cognitive abilities.
5. Graphics Processing Unit (GPU) - A Graphic Processing Unit is a chip or an electronic circuit, which has the capability of processing multiple pieces of data simultaneously, making them useful for advanced machine learning, video editing, and gaming applications.
6. Tensor Processing Units (TPU)- Tensor Processing Units are Google's custom-developed application-specific integrated circuits used to accelerate machine learning and AI responses.
7. Technologically less developed - Those nations that have limited access to advanced technologies and possess lower levels of technological infrastructure, capabilities, and resources compared to more developed countries.

**ARTICLE II SCOPE**

1. This treaty aims at regulating the use of models of AI that can surpass human intelligence, including AGI (Artificial General Intelligence) and ASI (Artificial Superintelligence), and halting the use of advanced processors and computer systems used for their research and development.
2. This treaty aims at establishing an international body to oversee and ensure regulation and enforcement of the treaty, as under Article VIII.

**ARTICLE III CONTROL MEASURES**

1. Each State Party shall ensure that for a period of ‘six months’ commencing from the first day of the coming into force of the treaty, there shall be no further development in the existing cognitive ability of Artificial Intelligence. Further, for a period of ten months, commencing on the first day of the completion of the aforementioned six-month period, a compliance report covering all developments related to Artificial Intelligence taking place in their respective countries, shall be submitted to the Secretariat by the State Parties, in the form attached in Annex I.
2. This compliance report must be submitted either by the regional office established under Article VIII, or by any other means which a State Party deems fit and which was notified to the Secretariat a minimum of 30 days before the date of submission.
3. Any failure in the submission of the compliance report within a period of fourteen days after the ten-month period, shall be communicated to the Secretariat forthwith.
4. Notwithstanding the provisions contained in this Article, Parties may take more stringent measures than those required by this Article.

**ARTICLE IV SPECIAL SITUATION OF DEVELOPING COUNTRIES**

1. Any State Party that is ‘technologically less developed’ is entitled to delay its compliance with the control measures set out in paragraphs 1 to 4 of Article 3 by a period of eighteen months after the duration specified in those paragraphs.
2. The State Parties undertake to facilitate access to ANI technology for peaceful purposes, which include but are not limited to, essential commercial, administrative, and medical purposes, and assist them to make expeditious use of such ANI.
3. The Parties undertake to facilitate bilaterally or multilaterally the provision of subsidies, aid, credits, guarantees, or insurance programmes to Parties that are technologically less developed for procurement of any computer systems employing ANI technology.
4. No State Party shall facilitate access to any ANI technology having higher cognitive ability than the ANI technologies existing on the date of coming into force of the treaty, during the six-month moratorium period stipulated under paragraph 1 of Article IV.

**ARTICLE V MEASURES PRESCRIBING GENERAL RESTRAINT**

1. The State Parties shall, within coming into force of the Treaty, ban the development of AGI or ASI in any form which has the potential of violating Article IX
2. Nothing in this article shall apply to any development of Artificial General Intelligence or Artificial Super Intelligence which is used for purely academic or other peaceful purposes.
3. No State Party shall carry out any further experiment, and shut down any existing, developing or under-training of advanced natural language processing models including GPU and TPU, at any place under its jurisdiction or control;
4. State Parties shall restrict any such development that is bound to cause advanced responses generated by any kind of AI models which resemble human intelligence or beyond. Furthermore, State Parties to this Treaty also undertake to refrain from causing, encouraging, or in any way participating in, the speeding of AI responses or any other processing models which could create similar effect.
5. It is understood in this connection that the provisions of this subparagraph are without prejudice to the conclusion of a Treaty resulting in the temporary halt of all sorts of development in Artificial Intelligence, the conclusion of which, as the Parties have stated in the Preamble to this Treaty, they seek to achieve.

**ARTICLE VI RESTRICTIONS ON QUANTUM COMPUTING**

1. The State Parties must resolve to prohibit the use of Quantum Computing and development of systems that facilitate AGI and ASI capabilities to produce superintelligent responses which are not capable of being produced by human cognitive abilities.
2. The State Parties undertake to formulate clear, specific and operable rules that organizations and individuals operating under their jurisdiction or control must comply with, and, if requirements of these measures are not met, then required penal intervention should be made.

**ARTICLE VII LICENSING OF AI**

1. The State Parties shall undertake to make provisions to issue license schemes for individuals, companies, or any organisation dealing with research and development of AI in order to classify, regulate and control its use.
2. Under no circumstances shall a State Party permit any license holder to develop any such model of AGI or ASI which violates the provisions of Article 5.
3. State parties shall undertake to adopt enforceable penal rules, in accordance with the structure of this treaty, which ensure the ethical and controlled use of existing technologies by license holder, and prevent them from building any further intense technology.

**ARTICLE VIII TREATY ENFORCEMENT AND ESTABLISHMENT OF INTERNATIONAL REGULATORY AND CONTROL BODY**

1. The State Parties to this Treaty shall establish an international overseeing body titled ‘International Organisation for Artificial Intelligence Governance’ (herein referred to as IOAIG) to achieve the object and purpose of this Treaty, and to ensure the implementation of its provisions, and to provide a forum for consultation and cooperation among States Parties.
2. The establishment of this body shall be governed in accordance with the rules and principles laid down in Annexure-2

**ARTICLE IX PROHIBITED UNLAWFUL ARTIFICIAL INTELLIGENCE PRACTICES**

The parties to this treaty shall -

1. prohibit putting into service or use of an AI system that can cause instability and disruptions in the functioning of a sovereign state or promote undesired activities like Terrorism, Secession or Military attacks with the help of advanced machine learning.
2. issue strict guidelines to prevent unlawful data extraction, storage and processing for the above-mentioned purposes and lay down penal provisions against any person or organization practicing it.
3. prohibit development or deployment of AI systems for mass surveillance or surveillance activities that violate internationally recognized principles of privacy, data protection, and human rights.
4. prohibit the development or deployment of AI systems to manipulate or generate misinformation with the intent to deceive individuals or manipulate public opinion.
5. prohibit any AI-related practices aimed at distorting market competition, including collusion, price-fixing, bid-rigging, or any other anti-competitive behavior that undermines fair and open markets,
6. refrain from providing any new subsidies, aid, credits, guarantees or insurance programmes for the export to the states party or not party to this treaty, of products, equipments, or technology which would facilitate the development of AGI or ASI models, and
7. prohibit development or working of any AI model which has the potential of being used in a manner which violates any general principle of international law or any treaty into existence.

**ARTICLE X TRANSPARENCY AND COMPLIANCE OBLIGATIONS FOR AI SYSTEMS**

1. State Parties must frame domestic regulations on the following -
2. ***Transparency Requirements***:
3. Individuals, companies, or any organisation possessing a license for development of AI shall ensure that AI systems are designed and developed in a transparent manner, enabling stakeholders to understand their capabilities, limitations, and potential risks.
4. Individuals, companies, or any organisation possessing a license for development of AI shall provide accessible and comprehensive documentation, including clear descriptions of the AI system's functionality, algorithms, data sources, and training processes.
5. Individuals, companies, or any organisation possessing a license for development of AI shall disclose any known biases, limitations, or potential societal impacts associated with the AI system.
6. ***User Notifications***:

Individuals, companies, or any organisation possessing a license for development of AI shall ensure that users are informed when interacting with an AI system, indicating that they are engaging with an AI and providing relevant information about the system's capabilities and limitations.

Users shall be made aware of any potential risks, biases, or inaccuracies that may affect the AI system's outputs.

1. ***Transparency Assessments***:

Individuals, companies, or any organisation possessing a license for development of AI shall conduct regular audits and assessments to evaluate the transparency and explainability of AI systems.

Independent third-party audits may be encouraged to ensure objectivity and accountability.

Individuals, companies, or any organisation possessing a license for development of AI must follow the best practices, as envisaged under Article XIII while developing the AI models.

1. ***Redressal Mechanism***

Individuals, companies, or any organisation possessing a license for development of AI shall no longer than within 72 hours deal with requests from individuals to correct, remove or redact their personal information.

If any inappropriate content is generated by any, individuals, companies, or any organisation possessing a license for development of AI must take measures to prevent similar content from being generated again.

1. Any non-compliance by individuals, companies, or any organisation possessing a license for development of AI with rules enacted in accordance with paragraph 1, shall attract consequences as stipulated under Article XIV.

**ARTICLE XI MEASURES IN SUPPORT OF INNOVATION AND SHARING OF BEST PRACTICES**

1. The State Parties at their first meeting, shall consider and approve procedure and institutional mechanisms for determining the best practices in accordance with the provisions of this treaty.

**Article XII PENALISATION & SANCTIONS**

The State Parties undertake to enact any legislation necessary to provide effective penal sanctions for individuals, companies, or any organisation possessing a license for development of AI within its jurisdiction, for developing any AI model which violates any provision of Article IX.

Each State Party shall be under an obligation to search for persons alleged to have committed, or to have ordered to be committed acts equivalent to prohibitions laid under Article IX, and shall bring such persons, regardless of their nationality, before its own courts.

The State Parties shall be independent to levy economic sanctions upon persons that are found to be in violation of this treaty. Such sanctions may include, but are not limited to Trade Restrictions, Financial Penalties, Asset Freezes, Investment Restrictions, Technology Denial, in accordance with their respective domestic legal systems.

State Parties shall coordinate their efforts to ensure the effectiveness and coherence of economic sanctions imposed for violations of this treaty.

**ARTICLE XIII DISPUTE RESOLUTION**

In the event of a dispute between State Parties arising from the interpretation, application, or enforcement of this treaty, the following dispute resolution mechanism shall apply:

* + 1. The State Parties at any point in time, may resolve the issue by engaging in consultations, negotiations, and mediation, in good faith, by adopting any international framework governing it as they deem fit, to seek an amicable solution within no longer three months from the date of the dispute.
    2. If a dispute remains unresolved after exhausting the modes of dispute resolution as laid down in paragraph 1, the dispute may be referred to Arbitration. The arbitration shall be conducted in accordance with the rules and procedures of a recognized international arbitration institution or as agreed upon by the disputing parties. The arbitral award shall be final and binding upon the disputing parties, who shall undertake to comply with and enforce the award in accordance with their national laws, and the New York Convention of 1958.
    3. If the dispute remains unresolved, even after exhausting the procedure mentioned in paragraph 1 and 2, the Parties shall have the last resort of submitting the dispute for final settlement to the **International Tribunal for AI-Related Disputes (ITARD)**, as governed by framework established under Annexure II.
    4. States Parties involved at any stage of dispute resolution specified in paragraphs 1 to 3 shall keep the IOAIG informed of the actions being taken.

**ARTICLE XIV** **COMING INTO FORCE**

1. This treaty shall come into force on 1 January 2024, provided that at least ten instruments of ratification, acceptance, approval of the Protocol or accession thereto have been deposited by State Parties. In the event that these conditions have not been fulfilled by that date, the Protocol shall enter into force on the fourteenth day following the date on which the conditions have been fulfilled.
2. After the entry into force of this treaty, any State Party shall become a Party to it on the fourteenth day following the date of deposit of its instrument of ratification, acceptance, approval or accession.

**ARTICLE XV**  **PARTIES JOINING AFTER ENTRY INTO FORCE**

1. Any State Party which becomes a Party to this treaty after the date of its coming into force, shall fulfil forthwith the obligations stipulated under this treaty within no longer than thirty days of them becoming a party to the treaty.

**ARTICLE XVI RESERVATIONS**

No reservations shall be made to this Treaty.

**ARTICLE XVII AMENDMENTS**

Amendments to this Annex may be adopted by a two-third majority of the State Parties present and voting at the annual meetings convened by IOAIG in accordance with rules and procedures framed under paragraph (iii) of Clause 3 of Annexure 3.

**ARTICLE XVIII WITHDRAWAL**

1. For the purposes of this Treaty, any State Party may withdraw from this Treaty by giving written notification to the Secretariat at any time after four years of assuming the obligations specified in this Treaty.
2. Any such withdrawal shall take effect upon expiry of one year after the date of its receipt by the Depositary, or on such later date as may be specified in the notification of the withdrawal.

IN WITNESS WHEREOF the undersigned, being duly authorized to that effect, have signed this Treaty.

DONE at Rome this fifteenth day of September, two thousand and twenty three.

***ANNEXURES***

**ANNEXURE 1**

The compliance report shall contain the following information –

***Executive Summary***

Summary of key findings, conclusions, and recommendations, if any, of the report. This section should provide a high-level overview of the compliance status and any significant issues or areas requiring attention.

***Governance and Accountability***

This section shall describe the organizational structure, policies, and procedures incorporated in domestic legislations to comply with the provisions of this treaty. All countries are required to especially highlight the penal sanctions levied for any acts prohibiting Article IX of this Treaty.

It shall also provide an outline of the international, regional, and any other national regulations, laws, and standards applicable to AI, if any, which are being conformed to by individuals, companies, or any organisation possessing a license for development of AI in the country.

***Data Protection and Privacy***

Assess how individuals, companies, or any organisation possessing a license for development of AI in the country handle personal data and ensure compliance with relevant data protection and privacy regulations present in the country. Describe data collection, processing, storage, and sharing practices, as well as measures taken to protect individuals’ rights and address potential risks.

***Risk Management***

This section shall discuss the identification, assessment, and mitigation of AI-related risks within one’s country. Countries are required to also include measures to address bias, fairness, explain ability, robustness, and security risks associated with AI systems enacted in their country.

***Training and Awareness***

This section shall explain the training programs and initiatives implemented to ensure that employees of all the organizations and/or companies, especially companies, or any organization possessing a license for development of AI in the country are aware and well well-versed of AI compliance requirements. It shall also describe any measures taken to enhance AI literacy and ethical understanding among staff.

***Case Studies and Examples***

Provide real-world examples or case studies, if any, to illustrate compliance practices or challenges faced in one’s country. This can help demonstrate practical implementation and lessons learned.

***Compliance Assessment Results***

Present the findings of the compliance assessment, highlighting areas of compliance as well as any identified non-compliance or areas for improvement. Countries are requested to employ clear and concise language, and support their statements with evidence and/or data.

\*This form is indicative in nature and countries may include any other information as they deem fit.

**ANNEXURE 2**

**International Tribunal for AI-Related Disputes (ITARD)**

**CLAUSE 1**

**General provisions**

1. The International Tribunal for AI-Related Disputes (herein referred to as ‘Tribunal’) is constituted and shall function in accordance with the provisions of this Treaty and the rules & principles laid down hereinafter.
2. The seat of the Tribunal shall be in the city of New Delhi in the Republic of India.
3. The Tribunal may sit and exercise its functions elsewhere whenever it considers this desirable.
4. A reference of a dispute to the Tribunal shall be governed by the provisions of Article XVI of this Treaty.

**CLAUSE 2**

**Composition**

1. The Tribunal may be composed of the following organs:
2. Presidency
3. Registry
4. The Tribunal shall be composed of a body of independent members appointed by participating nations or international organizations, possessing expertise in the fields of AI, technology, IPR, Anti-trust and related domains.
5. The independent members shall possess a minimum of fifteen years of experience in their respective fields and be adept of dispute resolution mechanisms.
6. The appointment of judges shall be based on their qualifications, experience, and integrity, ensuring diversity in legal systems and regional representation.
7. The Tribunal shall be composed of fifteen judges or subject-matter experts; the term of their appointment shall be governed by provisions of Clause 5.

**Clause 3**

**President & Registrar**

1. The Tribunal shall elect its President for one year; they may be re-elected only once.
2. The Tribunal shall appoint its Registrar and may provide for the appointment of such other officers as may be necessary.
3. The President and the Registrar shall reside at the seat of the Tribunal.

**Clause 4**

**Nominations and Elections**

1. Each State Party may nominate not more than three persons having the qualifications prescribed in Clause 2 of this Annexure. The members of the Tribunal shall be elected from the list of persons thus nominated.
2. The first election shall be held within three months of the date of entry into force of this Treaty.
3. The Secretary General of IOAIG in the case of the first election, and the Registrar of the Tribunal in the case of subsequent elections shall address a written invitation to the States Parties to submit their nominations for members of the Tribunal within two months. He shall prepare a list in alphabetical order of all the persons thus nominated, with an indication of the States Parties which have nominated them, and shall submit it to the States Parties before the tenth day of the last month before the date of each election.
4. The members of the Tribunal shall be elected by a secret ballot. The Elections shall be held at the meeting of the State Parties convened by the IOAIG wherein, two-third of the State Parties shall constitute a quorum at that meeting. The persons elected to the Tribunal shall be those nominees, who obtain the largest number of votes and a two-third majority of the State Parties present and voting, provided that such majority includes a majority of the States Parties.

**Clause 5**

**Term of Office**

1. The members of the Tribunal shall be elected for five years and may be re-elected only twice.
2. The members of the Tribunal shall continue to discharge their duties until their places have been filled. Though replaced, they shall finish any proceedings which they may have begun before the date of their replacement.
3. In the case of the resignation of a member of the Tribunal, the letter of resignation shall be addressed to the President of the Tribunal. The place becomes vacant on the receipt of that letter.
4. The vacancies shall be filled by the same method as laid down in paragraph (iii) of Clause 4, and the date of the election shall be fixed by the President of the Tribunal after consultation with the States Parties.
5. A member of the Tribunal elected to replace a member whose term of office has not expired shall hold office for the remainder of his predecessor's term.

**Clause 6**

**Prohibited Conduct & Impeachment**

1. No member of the Tribunal may associate actively or be financially interested or have any political affiliation in any of the operations of any enterprises concerned with the development of any model of AI which violates the provisions of Article IX of this Treaty.
2. No member of the Tribunal may act as an agent, counsel or advocate in any case.
3. Any doubt on these points shall be resolved by the President in consultation with other members of the Tribunal.
4. Any member of the Tribunal, including the President, having found to be acting in any manner which violates paragraph (i) of Clause 6 shall may be subjected to the impeachment proceedings.
5. Application for raising the motion of Impeachment shall be submitted to the Registrar by any member of the Tribunal or any of the State Parties. The date of initiation of impeachment proceedings shall be decided by the Registrar in consultation with other members of the Tribunal, and notices shall be sent to the concerned parties accordingly.
6. The proceedings shall be presided over by a panel of judges appointed by the Registrar in consultation with the members of the Tribunal. Any decision on the motion of the impeachment shall be taken by a majority of judges on the panel.
7. No decision shall be taken by the panel of judges without affording a fair, reasonable, and equitable opportunity of hearing to the impeached member.

**Clause 7**

**Immunities & Declarations**

1. The members of the Tribunal, when engaged on the business of the Tribunal, shall enjoy diplomatic privileges and immunities.
2. Every member of the Tribunal shall, before taking up his duties, make a solemn declaration in open session that he will exercise his powers impartially and conscientiously and shall also declare if he/she is interested in the outcome of the dispute or has any affiliations of any kind with any of the disputing parties.
3. On failure of any member to provide a proper declaration as mentioned in paragraph (ii) of this Clause, impeachment proceedings maybe initiated against the said member.

**Clause 8**

**Jurisdiction**

1. The Tribunal shall have jurisdiction over disputes amongst State Parties or between State Parties & Non-State Parties arising from the interpretation, application, or enforcement of this treaty.
2. The jurisdiction of the Tribunal shall be extended but not limited to:
3. Alleged violations of the provisions of the treaty related to the prohibition, development, deployment, or use of any kind of AGI or ASI.
4. Disputes arising from the implementation or enforcement of this treaty.
5. Disputes concerning liability, responsibility, or accountability arising from AI-related incidents, accidents, or harm.
6. Any other disputes concerning AI-related matters that fall within the scope of this treaty and its objectives.

**Clause 9**

**Procedures**

1. The Tribunal shall establish transparent and efficient procedural rules governing the conduct of proceedings before the tribunal.
2. The procedural rules shall encompass matters related to jurisdiction, admissibility of evidence, legal representation, oral hearings, timelines, confidentiality, and other procedural aspects relevant to AI-related disputes.
3. The Tribunal shall adopt a flexible approach to procedural matters, accommodating the unique characteristics of AI-related disputes, and prioritizing fairness, due process, and accessibility.

**Clause 10**

**Binding Nature of Orders of Tribunal**

1. The decisions rendered by the Tribunal within its jurisdiction shall be binding on all the disputing parties. The State Parties shall undertake to enforce and give effect to such decisions within their respective jurisdictions, for which they may seek assistance from the IOAIG.
2. In the event of non-compliance with the Tribunal’s decisions, the State Parties shall adopt appropriate measures to address such non-compliance in accordance with their respective domestic legal systems. These measures may include, but are not limited to, monetary penalties, asset seizure, injunctive relief, and other legal remedies available under their national laws.

**Clause 11**

**Tribunal Expenses & Funding**

1. The State Parties shall bear the expenses of the Tribunal on such terms and in such a manner as shall be decided at meetings of the State Parties.
2. When an entity other than a State Party is a party to a case submitted to it, the Tribunal shall fix the amount which the party has to contribute towards the expenses of the Tribunal.

**Clause 12**

**Amendments**

1. Amendments to this Annex may be adopted by a two-third majority of the State Parties present and voting at the annual meetings convened in accordance with rules and procedures framed under paragraph (iii) of Clause 3 of Annexure 3.
2. The Tribunal may propose such amendments as it may consider necessary, by written communications to the States Parties for their consideration.

**ANNEXURE-3**

**Principles & Rules Governing the Establishment of International Organisation for Artificial Intelligence Governance**

**Clause 1**

**Establishment**

1. The State Parties hereby establish the International Organisation for Artificial Intelligence Governance (hereinafter referred to as “IOAIG”) to oversee and monitor the implementation of this Treaty, and to provide a forum for consultation and cooperation among States Parties.
2. IOAIG may constitute the following organs:
3. The Secretariat
4. The Registry
5. IOAIG shall have its seat in the city of New Delhi, the Republic of India.

**Clause 2**

**Objectives and Functions**

1. The primary objectives of the IOAIG shall include:
2. Ensuring effective implementation of the treaty provisions.
3. Promoting international cooperation and exchange of information on AI-related matters.
4. Monitoring and assessing the progress and compliance of State Parties in adhering to the treaty obligations.
5. Identifying emerging trends, risks, and challenges related to AI development and providing guidance for addressing them.
6. Facilitating capacity-building initiatives and technical assistance to support the State Parties in meeting their treaty commitments.
7. Encouraging research, development, and dissemination of best practices, standards, and guidelines for responsible AI governance.
8. The IOAIG shall serve as a platform for information exchange and coordination amongst State Parties regarding the imposition and implementation of economic sanctions. State Parties shall establish mechanisms for sharing information, intelligence, and best practices related to the identification, monitoring, and enforcement of economic sanctions.
9. The IOAIG shall perform the following functions:
10. Convene regular meetings, conferences, and workshops for State Parties to exchange knowledge, experiences, and lessons learned.
11. Establish mechanisms to monitor and assess the implementation of the Treaty, including the submission of periodic reports by State Parties.
12. Collaborate with international organizations, research institutions, and relevant stakeholders to promote research, development, and capacity-building initiatives.
13. Assist State Parties in developing frameworks, policies, and regulations to ensure compliance with the treaty obligations.
14. Provide a platform for State Parties to consult and seek advice on issues pertaining to this treaty.
15. Encourage transparency and public awareness regarding AI development through information dissemination and outreach activities.

**Clause 3**

**Governance and Membership**

1. The IOAIG shall be governed by a Board of Representatives comprising of members from each State Party.
2. Each State Party shall appoint one representative to the Board, who shall act in a professional and independent capacity.
3. The Board shall determine its own rules of procedure, including the frequency of meetings, decision-making processes, financing of IOAIG and engagement with relevant stakeholders.
4. The first meeting of the State Parties shall be convened not later than 30 days after the coming into force of this Treaty. The meeting shall be held at the seat of IOAIG and will be hosted by the nation where the seat of IOAIG is situated.
5. The host nation of the first meeting shall address a written invitation to the State Parties to submit their nominations for members of the Board of Representatives within two months of coming into force of this Treaty. It shall prepare a list in alphabetical order of all the persons thus nominated, with an indication of the State Parties which have nominated them, and shall submit it to the State Parties before the tenth day of the last month before the date of the first meeting.
6. The members of the Board of Representatives shall be elected by a secret ballot. The elections shall be held at the meeting of the State Parties convened by the IOAIG provided: the first election shall be held in accordance with paragraphs (iv) and (v) and subsequent elections in accordance with rules to be framed under paragraph (iii) of this Clause.

**Clause 4**

**Secretary-General & Registrar**

1. The IOAIG shall establish a Secretariat responsible for providing administrative support, coordinating activities, and serving as a focal point for communication among State Parties.
2. The IOAIG shall establish a Registry responsible for the management and maintenance of official documents, legal instruments, and records.
3. The Secretariat shall be headed by a Secretary-General and the Registry shall be headed by the Registrar. Both of these organs shall be staffed by professionals with expertise in AI governance, policy, and technical aspects, who shall be appointed by the rules framed by the Board of Representatives in accordance with paragraph (iii) of Clause 3.
4. The Board of Representatives shall elect the Secretary General for a period of three years; they may be re-elected only once.
5. The Board of Representatives shall appoint its Registrar and may provide for the appointment of such other officers as may be necessary. The Secretary-General and the Registrar shall reside at the seat of the IOAIG.
6. The powers and functions of the Secretary-General and the Registrar shall be decided by the Board of Representatives in accordance with paragraph (iii) of Clause 3.

**Clause 5**

**Impeachment**

1. No member of the Board of Representatives, or the Secretary-General or Registrar may associate actively or be financially interested or have any political affiliation in any of the operations of any enterprises concerned with the development of any model of AI which violates the provisions of Article IX of this Treaty.
2. No Board of Representatives, or the Secretary-General or Registrar may act as an agent, counsel or advocate in any case.
3. Any member of the Board of Representatives, or the Secretary-General or Registrar, having found to be acting in any manner which violates paragraph (ii) of Clause 6 may be subjected to the impeachment proceedings.
4. Application for raising the motion of impeachment shall be submitted to the Registry by any of the State Parties. The date of initiation of impeachment proceedings shall be decided by the Registrar in consultation with other members of the Tribunal, and notices shall be sent to the State Parties accordingly.
5. The proceedings shall be presided over by a panel of judges appointed by the Registrar in consultation with the Board of Representatives. Any decision on the motion of the impeachment shall be taken by a majority of judges on the panel.
6. No decision shall be taken by the panel of judges without affording a fair, reasonable, and equitable opportunity of hearing to the impeached member.

**Clause 6**

**Immunities & Declarations**

1. The Board of Representatives, as well as the Secretary-General and Registrar when engaged on the business of the IOAIG, shall enjoy diplomatic privileges and immunities.
2. The Board of Representatives, as well as the Secretary-General and Registrar shall, before taking up their duties, make a solemn declaration in open session that they shall exercise their powers impartially and conscientiously and shall also declare if they are interested in the outcome of any dispute pending before the ITARD or have any affiliations of any kind with any of the disputing parties.
3. On failure of any member to provide a proper declaration as mentioned in paragraph (ii) of this Clause, impeachment proceedings maybe initiated against the said member.

**Clause 7**

**Review and Amendment**

1. Amendments to this Annex may be adopted by a two-third majority of the State Parties present and voting at the annual meetings convened in accordance with rules and procedures framed under paragraph (iii) of Clause 3 of Annexure 3.
2. The Board of Representatives may propose such amendments as it may consider necessary, by written communications to the States Parties for their consideration.