

УДК 341.24.016

## ESTABLISHING THE LEGAL NATURE OF UNILATERAL ACTS OF STATES

E. V. KONNOVA<sup>a</sup>

<sup>a</sup>Belarusian State University, 4 Niezaliežnasci Avenue, Minsk 220030, Belarus

There is a well established proposition that an intent of a State to be bound is a primary criterion for establishing the legal character of a unilateral act. However, this proposition does not solve the problem of interpretation of a State's intent to be legally bound and of determining whether a certain act is subject to unilateral acts of States regime. A range of unilaterally formulated statements and declarations are examined in the article with a view to reveal different aspects of the process of determination of legal nature of a particular act of a State. Based on results of consideration of negative security assurances, notifications on the adoption of legislative acts, promises of granting a visa-free regime, assurances to support the acceptance of a State in an international organization, suggestions are formulated concerning the evaluation of certain unilateral statements for qualifying them as legal acts.

**Key words:** unilateral acts of States; unilateral promise; intent of a State.

## УСТАНОВЛЕНИЕ ПРАВОВОЙ ПРИРОДЫ ОДНОСТОРОННИХ АКТОВ ГОСУДАРСТВ

Е. В. КОННОВА<sup>1)</sup>

<sup>1)</sup>Белорусский государственный университет, пр. Независимости, 4, 220030, г. Минск, Беларусь

Тезис о том, что намерение государства принять юридические обязательства является основным критерием для установления правового характера одностороннего акта, можно считать устоявшимся. Однако он не решает проблемы толкования намерения государства быть юридически связанным и определения применимости режима односторонних актов государств к конкретному акту. В статье проанализированы ряд заявлений и деклараций, сформулированных в одностороннем порядке, с целью выявить различные аспекты процесса определения правовой природы акта государства. По результатам рассмотрения негативных гарантий безопасности, нотификаций о принятии законодательных актов, обещаний предоставления безвизового режима, заверений в поддержке приобретения статуса в международной организации сформулированы предложения, касающиеся оценки отдельных односторонних заявлений для квалификации их в качестве правовых актов.

**Ключевые слова:** односторонние акты государств; одностороннее обещание; намерение государства.

It seems that some issues concerning unilateral acts of States in international law tend to become considered settled in the scholarship. For example, there is a need to distinguish between unilateral acts of States *stricto sensu* and non-autonomous acts which are performed unilaterally, but are not capable of producing independent legal consequences corresponding to the

manifested will. It seems highly unlikely that any scholar would argue today against the proposition that unilateral declarations may create legal obligations for their authors. It is also clear that among the unilateral declarations there are those which possess only political meaning and do not give rise to any legal obligations. What seems to be agreed is that in order to

### Образец цитирования:

Коннова ЕВ. Установление правовой природы односторонних актов государств. *Журнал Белорусского государственного университета. Международные отношения.* 2018;1:41–47 (на англ.).

### For citation:

Konnova EV. Establishing the legal nature of unilateral acts of states. *Journal of the Belarusian State University. International Relations.* 2018;1:41–47.

### Автор:

**Елена Владимировна Коннова** – кандидат юридических наук; доцент кафедры международного права факультета международных отношений.

### Author:

**Elena V. Konnova**, PhD (law); associate professor at the department of international law, faculty of international relations.  
elekon@tut.by

conclude whether a unilateral act of a State entails legal consequences or bears only a political meaning it is necessary to assess its legal character. Yet the process of establishing the legal character of a unilateral declaration requires additional consideration.

There are many scholarly works researching unilateral acts of States, including quite recent pieces (for example, A. Abashidze and M. Ilyashevich [1], R. Kalamkaryan [2], S. Melnik [3], K. Skubiszewski [4], K. Zemanek [5], P. Saganek [6] et al.). The authors underline the importance of distinguishing legal and political unilateral declarations and statements and point to an intention of a State-author to be legally bound by the act as a primary criterion for establishing the legal character of this act [1, p. 38–40; 3, p. 84–85; 7, p. 15–16]. However, the question of how to establish that intention did not receive enough attention.

As a result of almost 10 years of its work on the topic “Unilateral Acts of States”, in 2006 the UN International Law Commission (the “Comission”) has adopted the Guiding Principles applicable to unilateral declarations of States capable of creating legal obligations. The Guiding Principles have utterly confirmed that “Declarations publicly made and manifesting the will to be bound may have the effect of creating legal obligations” (Principle 1). They also stated the necessity to take account of the content of such declarations and of the factual circumstances in which they were made in order to determine the legal effects of such declarations (Principle 3) and confirmed that “a unilateral declaration entails obligations for the formulating State only if it is stated in clear and specific terms” (Principle 7). Indeed, taken altogether these provisions may help to establish the intent of the State to be bound by its declaration. However, considering the importance ascribed by the States to the element of intent in distinguishing between legal and political declarations, it is regrettable that the Commission did not offer recommendations aimed at facilitating the process of establishing such an intent other than pointing to clarity and specificity of the wording and the need to consider the factual context of the declaration.

No wonder that the question of how to establish the intent of the State to be legally bound and thus to determine the legal character of the unilateral declaration continues to be posed in a straightforward manner in scholarly works published after the adoption of the Guiding Principles by P. Saganek (2016), Ch. Eckart (2012) and E. Kassoti (2015). Relevant parts in their monographs [6, p. 387–437; 8, parts III – IV; 9, p. 149–168] indeed contribute to establishing clarity in this regard. This article intends to make another contribution by analyzing certain unilaterally formulated acts to see the reference-points in establishing the legal character of those acts.

Thus, in this work the research will be conducted by applying the criteria of unilateral acts of States capable

of creating legal obligations to specific examples from the States’ practice – examples that are illustrative in terms of revealing importance of different aspects of the process of determination of legal nature of an act. This will clarify the legal regime of the examined acts and will help to develop a general algorithm of establishing the legal nature of acts of States. At the present stage the absence of such an algorithm and specific criteria for establishing legal nature of a particular act leads to inconsistency in approaches to assessment of particular unilateral declarations.

For instance, ambiguous interpretation was given in international legal doctrine to the so-called “negative security assurances” – pledges of nuclear-weapon States-parties to the Non-Proliferation of Nuclear Weapons Treaty (“NPT”) on non-use of nuclear weapons against States-parties of the NPT that are not in possession of such weapons [10; 11; 12; 13; 14].

The opinions of academics on the nature of negative security assurances vary significantly. C. Goodman [7, p. 9], E. Garcia Rico del Mar and A. J. Rodriguez Carrión [15, p. 127] are of the view that such pledges are intended to be unilateral legal acts. R. Cedeño, on the contrary, believes that “The attitude of the authors and the positions of most States appear to reflect the political nature of these statements...” [16, para. 115 p. 131]. The UN GA Resolution A/Res/63/39 according to which the guarantees are qualified as unilateral declarations of the nuclear-weapon States “on their *policies* of non-use or non-threat of use of nuclear weapons against the non-nuclear-weapon States” (*italics added*. – E. K.) [17, p. 2] supports this view.

Indeed, some States that are beneficiaries of the guarantees have treated them with a fair share of skepticism. The representative of Indonesia, for example, pointed out that the statements “leave ample room for subjective interpretations” and “do not offer legitimate, reasonable and binding assurances” [18, p. 16], the representative of Malaysia stated that the guarantees “remain devoid of legal force” and “do not provide a high degree of confidence” [18, p. 16].

On the other hand, in the Commission it has been pointed out that “it was not entirely correct to say that the solemn declarations made before the Security Council concerning nuclear weapons were without legal value” [19, p. 230]. The International Court of Justice (the “Court”) in its Advisory opinion On the legality of the threat or use of nuclear weapons of 1996 calls such statements *international legal* documents and equals them to the Treaty for the Prohibition of Nuclear Weapons in Latin America and the Caribbean of 1967 (Treaty of Tlatelolco), the South Pacific Nuclear Free Zone Treaty of 1985 (Treaty of Rarotonga) and the NPT [20, para. 62–63, p. 31]. In respect of the contents of the legal principles relating to the use of nuclear weapons, the Court’s Vice-president S. Schwebel has structured his dissenting opinion in the following

manner: the NPT; negative and positive security *assurances...*; *other nuclear treaties* [21, p. 91–95].

Such pledges indeed may be classed as unilateral legal promises. Wording used in the letters on assurances and in the relevant statements is non-ambiguous and specific (“will not use... against... except in the case...” or “undertakes not to use ... against... at any time or under any circumstances”) allowing to precisely determine the scope of obligations. Obligations at hand were not just stated once, but reiterated (1995 evidenced a harmonized reaffirmation of obligations undertaken by nuclear-weapon States previously to which they refer in their statements). This fact together with the fact that some States-authors felt they needed to limit the obligations with certain conditions evidence their commitment to these declarations. The form in which assurances are made (statements made at the Conference on Disarmament, reiteration of them in letters addressed to the UN Secretary General with a request to circulate them as a UN document) is very official and provides for compliance with a publicity criterion of unilateral acts. Either statements made at the Conference on Disarmament or the letters addressed to the UN Secretary General transmitting those statements contained clauses allowing to establish the attribution of the promises to the relevant States (“the Ministry of Foreign Affairs of the Russian Federation is authorized to make the following statement...” (a statement by the representative of the Ministry of Foreign Affairs of the Russian Federation), “I ... give the following undertaking on behalf of my Government” (a statement of the United Kingdom Permanent Representative to the Conference on Disarmament), “Acting upon instructions from my government...” (a letter from the Permanent Representative of France to the UN). The letter of the United States of America transmitted “a statement by the Secretary of State of the United States of America... announcing a declaration by President Clinton”. Cumulatively all these features (wording, form, reference to authorization) allow to conclude that there was an intention of State-authors to be bound by obligations of legal character.

The fact that the assurances have not instilled enough confidence in third States, does not deprive the acts of their legally binding nature since unilateral acts of States do not require that their addressees react to them in any way. The Permanent Court of International Justice and then the International Court of Justice have recognized the legal nature of unilateral acts of States, despite the doubts of the acts’ addressees as to the acts’ binding force (for instance, in the *Free Zones of Upper Savoy and the District of Gex* case of 1932, the *Nuclear Tests* case of 1974).

Although the question on the need of an agreement providing for the negative security assurances is still posed at international conferences, this does

not undermine the importance of the already accepted unilateral obligations. In the Working paper “Security guarantees” presented in 2005 at the NPT Parties Conference the sole argument was made in favor of the insufficiency of the guarantees stipulated in the analyzed unilateral statements: “The primary undertaking not to aspire to nuclear weapons has been made under the NPT; it is therefore in the context of or as a part of this Treaty that security assurances should also be given” [22, p. 5].

Therefore, the addressees’ trust in respect of the obligations contained in unilateral acts of States does not influence the legal characteristics of such acts. The primary aspects that have such influence are the unambiguity of wording contained in the statement and the context in which the acts are made. In the cases analyzed, the form in which the acts were made was also important for establishing States’ intention to be bound by legal obligations.

The question of the form in which a unilateral international legal obligation may be undertaken deserves special attention. International law does not provide for a specific form in which unilateral acts must be made. Some researchers (Y. Andreeva [23, p. 140–141], M. Potesta [24, p. 161]) are of the view that a unilateral international legal obligation may be undertaken in the form of a domestic legislative act granting certain rights to other subjects of international law. If this was the case, such legislative acts would not be amendable or revocable on a sole discretion of the issuing State.

Some acts of Belarusian legislation indeed unilaterally provide the subjects of international law with rights that go beyond the scope of rights provided to those subjects by international treaties with them. In the Presidential Decree No. 183 of 27 March 2008 Belarus freed the Representative Office of the International Organization for Migration in Belarus of an obligation to pay the value added tax for selling goods operations, for works and services that are performed in Belarus as part of the organization’s official activities as well as for the lease provided to the organization for the same purpose. This privilege goes beyond the scope of the Agreement on cooperation between the Government of the Republic of Belarus and the International Organization for Migration of 22 July 1998 and the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947, which provide tax exemptions only in relation to direct taxes.

Yet domestic legislative acts *per se* do not qualify as unilateral acts of States. Even those legislative acts which are relevant for foreign States or international organizations, do not as such produce international legal consequences. The norms of domestic law being aimed at regulation of relations within a domestic legal order, in international law may only evidence facts in a particular case, but may not be a source of international obligations. International legal obligations arise

only if a State makes a respective official statement on an international arena. However, in this case it is the respective statement of the State's competent body that will qualify as a unilateral act of that State. Otherwise, having complied with the internal procedure and having fulfilled conditions for exclusion of application of the estoppel principle, a State may withdraw the accepted obligations without reconciliation with any other actor.

In this respect it is interesting to look at the acts of a number of States (Honduras, Malaysia, Nicaragua, Peru, Ecuador and – for those holding service or diplomatic passports – Singapore) which have unilaterally established a visa-free regime for Belarusian citizens upon the fulfillment of certain conditions (term and/or purpose of trip). The respective decisions reflected in domestic legislation of the above-mentioned States were communicated to the Republic of Belarus by means of diplomatic notes to the Ministry of Foreign Affairs [26]. The most prominent example of unilateral actions of this nature taken by Belarus is Presidential Decree No. 8 of 9 January 2017, which introduced a visa-free regime for citizens of 80 States coming to Belarus for a period up to 5 days and which was broadly announced.

Despite their relevance from the point of international law unilateral obligations of this nature may be unilaterally withdrawn with no consent of the acts' addressees required. It is possible due to the fact that they, as a rule, do not constitute "promises". Notifications of changes of legislation on visa regime can rarely contain obligations aimed at the future. They rather reflect the rules that the State-author deems reasonable to apply at a particular stage of the development of its relations with other States. Unilateral change of these rules under certain circumstances may be regarded as an unfriendly act, but does not constitute a violation of international law.

So, a statement of the State's competent bodies notifying on the State's decision to grant certain rights to a subject of international law when such decision is reflected in domestic legislation may be qualified as a unilateral act of State subject to *inter alia* teleological interpretation. The latter allows to establish whether the statements in question merely reflect a particular state of affairs that is part of legal reality at a time, or whether they are aimed at undertaking obligations to be fulfilled in the future allowing addressees to rely on these obligations and, moreover, expect that their modification is to be reconciled with them rather than follow a simple notification.

In the process of establishing the legal nature of unilateral acts, the possibility to identify with more or less certainty the time-frame within which the obligation is expected to be performed is important. The International Court of Justice refused to recognize the statement of the Ministry of Justice of Rwanda in the UN

Human Rights Commission on 17 May 2005 that "past reservations not yet withdrawn will shortly be withdrawn" [27, para. 45, p. 25]. Interpreting the intent of Rwanda to undertake legal obligations, the Court took into account "the general nature of its [statement's] wording" [27, para. 52, p. 27], as well as the fact that the statement was made "without indicating any precise time-frame for such withdrawals" [27, para. 51, p. 26]. It led the Court to the conclusion that Rwanda did not intend to commit a unilateral act.

Due examples of unilateral acts of promise complying with the relevant criteria would be statements regarding visa-free entry granted to foreign citizens for the periods of sport competitions, made by Russia (in 2008 and 2012) and Belarus (in 2009). On 5 May 2008 the Embassy of the Russian Federation in London officially stated that within the period from 17 to 25 May 2008 British sports fans would be able to come to Moscow for the Champions League final game between English teams without a visa upon presenting a valid passport, a ticket for the game and a migration card [28]. The legal character of this promise is evident: the statement contains a precise obligation for a defined time-term, which is formulated in a precise wording and is made by a competent State body.

An obligation of the same character was unilaterally undertaken by Belarus in 2009. The Minister of Foreign Affairs of the Republic of Belarus provided a written guarantee that Belarus would ensure visa-free entry for the participants and fans of the World Ice Hockey Championship 2014, if it were chosen to host the championship. This unilateral act may be qualified as a conditional unilateral promise that entered into force once Belarus was designated as the host of the competition.

In 2018 foreign supporters having a ticket to the matches, a valid passport and a personalized card of the spectator ("Fan ID") will be able to see the matches of the 2018 FIFA World Cup to be held in Russia without obtaining visas due to another unilateral obligation undertaken through a series of unilateral statements by the Prime-Minister of the country in 2010 (at the meeting with FIFA inspection at the stage of considering the bids to host the competition and in the Executive Committee when Russia was chosen to host the competition) and in 2012 (at the meeting with the heads of FIFA and UEFA) [29].

One of the methods suggested in the doctrine for resolving the question of whether an obligation is of legal or political nature is assuming its violation and assessing its consequences [30, p. 71]. Is it possible to establish international responsibility for violation of an act at hand? Indeed in some cases such an exercise may help to distinguish a political nature of an act. On the basis of this criterion such acts as assurances of helping to acquire the status of a member of an organization or its body [25, para. 30, p. 17] or joint state-

ments on creating an international organization in the future [31, p. 315] given in the doctrine as appropriate examples of unilateral acts of promises, in fact, cannot be considered as legal acts. Even if the fact of violation of such “promises” is proved, it is hard to imagine what form of responsibility would apply to such violation. None of the existing forms of States responsibility (including satisfaction which in this case may even exacerbate the “damage”) is appropriate for such cases.

The nature of subject-matter of such assurances also speaks in favor of their political character. As it was mentioned in the UN General Assembly Sixth Committee, if, given the act’s contents, its “subject may be clearly defined and the subject is of a legal nature, such a unilateral act could be considered to be of a legal nature” [32, p. 4]. In the case at hand it is hardly possible to identify any legal character of the respective statements.

Summarizing the above-mentioned, it may be once again noted that, when establishing a legal nature of unilateral statements of States, the main criterion for making a distinction between legal and political acts is the intention of a State. Given that it is a subjective element that must always be assessed and interpreted, elaboration of reference-points to clarify this process is desired. On the basis of the analysis of certain acts of States performed in this article the following

reference-points are suggested. When identifying the intention to undertake a legal obligation, attention is to be paid to: 1) the wording of the statement, which must be precise (“clear and specific terms”) allowing to establish the subject-matter and the scope of obligations; 2) the subject-matter of the statement which must be of legal character; 3) the possibility to identify the time-framework within which the obligation is expected to be performed; 4) the orientation of obligations to legal relations in the future (in comparison with a mere reflection of a particular state of affairs that is part of legal reality at a time); 5) the form of an act (a single requirement to the form of unilateral acts of States is that it must reflect an intent to be bound. In some cases the mere choice of the form may shift the presumption of absence of such intent to the presumption of its presence); 6) the consequences of the assumed violation of an obligation.

These suggestions concern the determination of an intent of a State to be bound by its unilateral declaration. Certainly, to establish a legally binding character of a particular unilateral act they are to be applied together with the other criteria of unilateral acts of States (publicity, authority of an official formulating an act, impossibility to impose obligations on other parties, conformity with peremptory norms of general international law).

### Библиографические ссылки

1. Абашидзе АХ. *Односторонние акты государств: вопросы теории и практики*. Воронеж: Наука-Юнипресс; 2013.
2. Каламкрян РА. *Международно-правовое значение односторонних юридических актов государств*. Москва: Наука; 1984.
3. Мельник С. А. *Односторонние акты государств в современном международном праве*. Одесса: Фенікс; 2011.
4. Skubiszewski K. Les actes unilatéraux des états. In: Bedjaoui M, editor. *Droit international: bilan et perspectives*. Vol. 1. Paris: Pedone; 1991.
5. Zemanek K. Unilateral legal acts revisited. In: Wellens K, editor. *International law: theory and practice : essays in honour of E. Suy*. The Hague: Kluwer Law International; 1998.
6. Saganek P. *Unilateral acts of States in Public International Law*. Leiden, Boston: Brill-Nijhoff; 2016.
7. Goodman C. Acta Sunt Servanda? A regime for the unilateral acts of states at international law. *ANZIL Conference 2005 June 16–18; Canberra, Australia*; The Australian National University, College of Law [date of access: 26.12.2013]. URL: [http://150.203.86.5/cipl/Conferences\\_SawerLecture/05-ANZSIL-Papers/Goodman.pdf](http://150.203.86.5/cipl/Conferences_SawerLecture/05-ANZSIL-Papers/Goodman.pdf).
8. Eckart Ch. *Promises of states under international law*. Portland: Hart Publishing; 2012.
9. Kasotti E. *The Juridical Nature of Unilateral Acts of States in International Law*. Leiden, Boston: Brill, Nijhoff; 2015.
10. Letter dated 6 April 1995 from the Chargé d'affaires a.i. of the Permanent Mission of the United States of America to the United Nations addressed to the Secretary-General [date of access: 10.12.2017]. URL: <http://undocs.org/A/50/153>.
11. Letter dated 6 April 1995 from the Permanent Representative of China to the United Nations addressed to the Secretary-General [date of access: 10.12.2017]. URL: <http://undocs.org/A/50/155>.
12. Letter dated 6 April 1995 from the Permanent Representative of the Russian Federation to the United Nations addressed to the Secretary-General [date of access: 10.12.2017]. URL: <http://undocs.org/A/50/151>.
13. Letter dated 6 April 1995 from the Permanent Representative of the United Kingdom of Great Britain and Northern Ireland to the United Nations addressed to the Secretary-General [date of access: 10.12.2017]. URL: <http://undocs.org/A/50/152>.
14. Letter dated 6 April 1995 from the Permanent Representative of France to the United Nations addressed to the Secretary-General [date of access: 10.12.2017]. URL: <http://undocs.org/A/50/154>.
15. Garcia Rico del Mar E. *El uso de las armas nucleares y el derecho internacional*. Madrid: Tecnos; 1999.
16. Eighth report on Unilateral Acts of States, by Mr. Víctor Rodríguez Cedeño [date of access: 15.12.2017]. URL: [http://legal.un.org/docs/?path=../ilc/documentation/english/a\\_cn4\\_557.pdf&lang=EFSX](http://legal.un.org/docs/?path=../ilc/documentation/english/a_cn4_557.pdf&lang=EFSX).
17. Conclusion of effective international arrangements to assure non-nuclear-weapon States against the use or threat of use of nuclear weapons: resolution adopted by the General Assembly on 2 December 2008 [date of access: 15.12.2017]. URL: <https://undocs.org/A/RES/63/39>.

18. Security Council, fiftieth year: 3514<sup>th</sup> meeting, 11<sup>th</sup> April 1995: provisional report, PV.3514. United Nations Organization [date of access: 15.12.2017]. URL: <https://documents-dds-ny.un.org/doc/UNDOC/PRO/N95/852/66/PDF/N9585266.pdf?OpenElement>.
19. International Law Commission Report: 56<sup>th</sup> session, 3<sup>rd</sup> May – 4<sup>th</sup> June, 5<sup>th</sup> July – 6<sup>th</sup> August 2004 [date of access: 15.12.2017]. URL: [http://legal.un.org/ilc/documentation/english/reports/a\\_59\\_10.pdf](http://legal.un.org/ilc/documentation/english/reports/a_59_10.pdf).
20. Legality of the Threat or Use of Nuclear Weapons : advisory opinion, July 8<sup>th</sup>, 1996, A/51/218. International Court of Justice [date of access: 15.12.2017]. URL: <http://www.icj-cij.org/files/case-related/95/095-19960708-ADV-01-00-EN.pdf>.
21. Legality of the Threat or Use of Nuclear Weapons : dissenting opinion of Vice-President Schwebel. International Court of Justice [date of access: 15.12.2017]. URL: <http://www.icj-cij.org/files/case-related/95/095-19960708-ADV-01-09-EN.pdf>.
22. Security assurances : working paper, submitted to the 2005 Review Conference of the parties to the Treaty on the Non-Proliferation of Nuclear Weapons by New Zealand on behalf of Brazil, Egypt, Ireland, Mexico, Sweden and South Africa as members of the New Agenda Coalition, May 27<sup>th</sup> 2005, NPT/CONF.2005/WP.61 [date of access: 15.12.2017]. URL: <https://documents-dds-ny.un.org/doc/UNDOC/GEN/N05/372/86/IMG/N0537286.pdf?OpenElement>.
23. Andreeva Y. Interpreting consent to arbitration as a unilateral act of state: a case against conventions. *Arbitration International*. 2011;27(2):129–146. DOI: 10.1093/arbitration/27.2.129.
24. Potesta M. The interpretation of consent to ICSID arbitration contained in domestic investment law. *Arbitration International*. 2011;27(2):149–170. DOI: 10.1093/arbitration/27.2.149.
25. Seventh report on Unilateral Acts of States, by Mr. Víctor Rodríguez Cedeño [date of access: 10.12.2017]. URL: [http://legal.un.org/ilc/documentation/english/a\\_cn4\\_542.pdf](http://legal.un.org/ilc/documentation/english/a_cn4_542.pdf).
26. Перечень стран, с которыми Беларусь имеет соглашения, регулирующие режим поездок [дата обращения: 10.01.2011]. URL: <http://www.mfa.gov.by/visa/addfc03bf5492769.html>.
27. Case concerning armed activities on the territory of the Congo (new application: 2002) (Democratic Republic of Congo v. Rwanda): jurisdiction of the court and admissibility of the application: judgment of 3 February 2006. International Court of Justice [date of access: 10.12.2017]. URL: <http://www.icj-cij.org/docket/files/126/10435.pdf>.
28. Заявление Посольства России для прессы о порядке въезда британских болельщиков на финал Лиги Чемпионов [дата обращения: 10.12.2017]. URL: <http://www.rus.rusemb.org.uk/article/15>.
29. Fans to visit Russia visa-free for 2018 World Cup: press release [date of access: 10.12.2017]. URL: <https://rusemb.org.uk/press/482>.
30. Fiedler W. Zur Verbindlichkeit einseitiger Versprechen im Völkerrecht. *GYIL*. 1976;19:35–72.
31. Савчук К. О. Становлення та розвиток міжнародно-правового співробітництва в рамках ГУАМ. *Правова держава*. 2006;17:303–317.
32. Выступление Представителя Российской Федерации М. В. Заболоцкой в Шестом Комитете по пункту 144 повестки дня «Доклад Комиссии международного права» 59-й сессии Генеральной Ассамблеи ООН 9 ноября 2004 г. [date of access: 12.06.2013]. URL: [http://www.un.int/russia/statemnt/ga/59th/6th\\_com/041109r6.pdf](http://www.un.int/russia/statemnt/ga/59th/6th_com/041109r6.pdf).

## References

1. Abashidze Akh. *Odnostoronnie akty gosudarstv: voprosy teorii i praktiki* [Unilateral acts of States: questions of theory and practice]. Voronezh: Nauka-Unipress; 2013. Russian.
2. Kalamkaryan R. *Mezhdunarodno-pravovoe znachenie odnostoronnikh yuridicheskikh aktov gosudarstv* [International legal relevance of unilateral legal acts of States]. Moscow: Nauka; 1984. Russian.
3. Melnik S. *Odnostoronnie akty gosudarstv v sovremennom mezhdunarodnom prave* [Unilateral acts of States in contemporary international law]. Odessa: Fenix; 2011. Russian.
4. Skubiszewski K. Les actes unilatéraux des états. In: Bedjaoui M, editor. *Droit international: bilan et perspectives*. Vol. 1. Paris: Pedone; 1991.
5. Zemanek K. Unilateral legal acts revisited. In: Wellens K, editor. *International law: theory and practice : essays in honour of E. Suy*. The Hague: Kluwer Law International; 1998.
6. Saganek P. *Unilateral Acts of States in Public International Law*. Leiden, Boston: Brill-Nijhoff; 2016.
7. Goodman C. Acta Sunt Servanda? A regime for the unilateral acts of states at international law. *ANZIL Conference 2005 June 16–18; Canberra, Australia*; The Australian National University, College of Law [cited 2013 December 26]. Available from: [http://150.203.86.5/cipl/Conferences\\_SawerLecture/05-ANZIL-Papers/Goodman.pdf](http://150.203.86.5/cipl/Conferences_SawerLecture/05-ANZIL-Papers/Goodman.pdf).
8. Eckart Ch. *Promises of states under international law*. Portland: Hart Publishing; 2012.
9. Kasotti E. *The Juridical Nature of Unilateral Acts of States in International Law*. Leiden, Boston: Brill, Nijhoff; 2015.
10. Letter dated 6 April 1995 from the Chargé d'affaires a.i. of the Permanent Mission of the United States of America to the United Nations addressed to the Secretary-General [cited 2017 December 10]. Available from: <http://undocs.org/A/50/153>.
11. Letter dated 6 April 1995 from the Permanent Representative of China to the United Nations addressed to the Secretary-General [cited 2017 December 10]. Available from: <http://undocs.org/A/50/155>.
12. Letter dated 6 April 1995 from the Permanent Representative of the Russian Federation to the United Nations addressed to the Secretary-General [cited 2017 December 10]. Available from: <http://undocs.org/A/50/151>.
13. Letter dated 6 April 1995 from the Permanent Representative of the United Kingdom of Great Britain and Northern Ireland to the United Nations addressed to the Secretary-General [cited 2017 December 10]. Available from: <http://undocs.org/A/50/152>.
14. Letter dated 6 April 1995 from the Permanent Representative of France to the United Nations addressed to the Secretary-General [cited 2017 December 10]. Available from: <http://undocs.org/A/50/154>.
15. Garcia Rico del Mar E. *El uso de las armas nucleares y el derecho internacional*. Madrid: Tecnos; 1999.
16. Eighth report on Unilateral Acts of States, by Mr. Víctor Rodríguez Cedeño [cited 2017 December 15]. Available from: [http://legal.un.org/docs/?path=../ilc/documentation/english/a\\_cn4\\_557.pdf&lang=EFSX](http://legal.un.org/docs/?path=../ilc/documentation/english/a_cn4_557.pdf&lang=EFSX).

17. Conclusion of effective international arrangements to assure non-nuclear-weapon States against the use or threat of use of nuclear weapons: resolution adopted by the General Assembly on 2 December 2008 [cited 2017 December 15]. Available from: <https://undocs.org/A/RES/63/39>.
18. Security Council, fiftieth year: 3514<sup>th</sup> meeting, 11<sup>th</sup> April 1995: provisional report, PV.3514. United Nations Organization [cited 2017 December 15]. Available from: <https://documents-dds-ny.un.org/doc/UNDOC/PRO/N95/852/66/PDF/N9585266.pdf?OpenElement>.
19. International Law Commission Report: 56<sup>th</sup> session, 3<sup>rd</sup> May – 4<sup>th</sup> June, 5<sup>th</sup> July – 6<sup>th</sup> August 2004 [cited 2017 December 15]. Available from: [http://legal.un.org/ilc/documentation/english/reports/a\\_59\\_10.pdf](http://legal.un.org/ilc/documentation/english/reports/a_59_10.pdf).
20. Legality of the Threat or Use of Nuclear Weapons : advisory opinion, July 8<sup>th</sup>, 1996, A/51/218. International Court of Justice [cited 2017 December 15]. Available from: <http://www.icj-cij.org/files/case-related/95/095-19960708-ADV-01-00-EN.pdf>.
21. Legality of the Threat or Use of Nuclear Weapons : dissenting opinion of Vice-President Schwebel. International Court of Justice [cited 2017 December 15]. Available from: <http://www.icj-cij.org/files/case-related/95/095-19960708-ADV-01-09-EN.pdf>.
22. Security assurances : working paper, submitted to the 2005 Review Conference of the parties to the Treaty on the Non-Proliferation of Nuclear Weapons by New Zealand on behalf of Brazil, Egypt, Ireland, Mexico, Sweden and South Africa as members of the New Agenda Coalition, May 27<sup>th</sup> 2005, NPT/CONF.2005/WP.61 [cited 2017 December 15]. Available from: <https://documents-dds-ny.un.org/doc/UNDOC/GEN/N05/372/86/IMG/N0537286.pdf?OpenElement>.
23. Andreeva Y. Interpreting consent to arbitration as a unilateral act of state: a case against conventions. *Arbitration International*. 2011;27(2):129–146. DOI: 10.1093/arbitration/27.2.129.
24. Potesta M. The interpretation of consent to ICSID arbitration contained in domestic investment law. *Arbitration International*. 2011;27(2):149–170. DOI: 10.1093/arbitration/27.2.149.
25. Seventh report on Unilateral Acts of States, by Mr. Víctor Rodríguez Cedeño [cited 2017 December 10]. Available from: [http://legal.un.org/ilc/documentation/english/a\\_cn4\\_542.pdf](http://legal.un.org/ilc/documentation/english/a_cn4_542.pdf).
26. List of countries with which Belarus has agreements on regime of travel [cited 2011 January 10]. Available from: <http://www.mfa.gov.by/visa/addfc03bf5492769.html> Russian.
27. Case concerning armed activities on the territory of the Congo (new application: 2002) (Democratic Republic of Congo v. Rwanda): jurisdiction of the court and admissibility of the application: judgment of 3 February 2006. International Court of Justice [cited 2017 December 10]. Available from: <http://www.icj-cij.org/docket/files/126/10435.pdf>.
28. Statement of the Embassy of Russia for the press on regime of attendance of Champions League final by British fans [cited 2017 December 10]. Available from: <http://www.rus.rusemb.org.uk/article/15> Russian.
29. Fans to visit Russia visa-free for 2018 World Cup: press release [cited 2017 December 10]. Available from: <https://rusemb.org.uk/press/482>.
30. Fiedler W. Zur Verbindlichkeit einseitiger Versprechen im Völkerrecht. *GYIL*. 1976;19:35–72. German.
31. Savchuk K. Stanovlennja ta rozvytok mizhnarodno-pravovogo spivrabitnyctva v ramach GUAM [Formation and development of international legal co-operation within the framework of GUAM]. *Pravova derzhava*. 2006;17:303–317 Ukrainian.
32. Statement by the Representative of the Russian Federation, M. V. Zabolotskaya, in the Sixth Committee on agenda item 144 “Report of the International Law Commission” to the 59<sup>th</sup> session of the UN General Assembly on 2004 November 9 [cited 2013 June 12]. Available from: [http://www.un.int/russia/statemnt/ga/59th/6th\\_com/041109r6.pdf](http://www.un.int/russia/statemnt/ga/59th/6th_com/041109r6.pdf) Russian.

Received by editorial board 31.24.016.