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## MULTILATERAL TREATIES: THEIR STRENGTHS AND WEAKNESSES

Article 2(1) (a) of the Vienna Convention on the Law of Treaties (VCLT) 1969 gives us a general definition of a treaty. However, we are particularly concerned with a definition of multilateral treaty, which is 'a treaty ... between three or more states' [1, p. 9]. It has been pointed out that 'in the absence of any central agency with powers to legislate on behalf of the international community as a whole, the only available mechanism for the creation of detailed norms having binding legal effect upon the individual members of that community is the multilateral treaty' [2, p. 540]. The value of this argument is that it accords multilateral treaties the highest importance in the international law making with exclusive function of formation legally binding rules. This should be right because even if we look at the customary international law, it cannot give us some precise and itemized rules compared to multilateral treaties. The problem of article was only touch upon by Ukrainian scholars indirectly. However, this issue was researched by Antony Aust, Alan Boyle, Richard Reeve Baxter, Michael Bowman, Thomas Giegerich, Daniel Hylton and others.

Aim of article is to illustrate the general advantages and disadvantages of multinational treaties in the sphere of public international law. In addition, in order to analyze multinational treaties, this article touches upon other spheres of international law such as soft law, non-governmental organizations and transnational corporations.

In general, the question of reservations is significant only to the discussion of multilateral treaties [3]. Article 2(1) (d) of VCLT 1969 provides a definition of reservation. Overall, reservation is a method by which states parties to a multilateral treaty can unilaterally alter 'the extent of their consent to the terms of the treaty' [3]. We can argue that reservations constitute a weakness of the multilateral treaties as they may undermine the effectiveness of those treaties [3]. On the other hand, reservations can be a strong side of multilateral treaties because through reservations, multilateral treaties allow flexibility in the degree of international legal obligations of one state party in relation to other states parties to a multilateral treaty.

The International Court of Justice (ICJ) initially formulated the current position regarding reservations [4, p. 184] in its Advisory Opinion on *Reservations to the Convention on Genocide* [5, p. 15]. The court held that 'a state which has made and maintained a reservation which has been objected to by one or more of the parties to the Convention but not by others, can be regarded as being a party to the Convention if the reservation is compatible with the object and purpose of the Convention; otherwise, that State cannot be regarded as being a party to the Convention' [5, p. 29]. The court continued by stating that 'if a party to the Convention objects to a reservation which it considers to be incompatible with the object and purpose of the Convention, it can in fact consider that the reserving state is not a party to the Convention' [5, p. 29], however, 'if ... a party accepts the reservation as being compatible with the object and purpose of the Convention, it can in fact consider that the reserving state is a party to the Convention' [5, p. 29–30]. Thus, the ICJ has produced clear principles with regard to the reservations which later were embodied in the VCLT 1969 [4, p. 185]. On the other hand, Thomas Giegerich criticised the case from a policy perspective stating that the decision is 'unsatisfactory' and instead, he puts forward 'a partial invalidity solution' which means that 'inadmissible' reservations would be 'severed' from the state's consent to be bound by the terms of a treaty with the result that incompatible reservations would be 'void' but the consent would be maintained [6]. We can say that this severability solution is quite relevant because it provides more flexibility and effectiveness by enabling to save a state's consent to a treaty but without an incompatible reservation. Therefore, this idea could be a valuable alternative to the relatively rigid principles enunciated in the Advisory Opinion.

Turning to the VCLT 1969, we could argue that Articles 20 and 21 of the Convention lead to a situation where a state, which objects to a reservation has restricted room for maneuver in relation to a reserving state [7, p. 439]. We can contend that objection to a reservation does not differ in practice from acceptance of a reservation [8, p. 72]. Martin Dixon provides a relevant example on this issue [8, p. 71–72]. We can have 'State A' and 'State B' expressing intention to become parties to a 'Multilateral Convention' with a number of articles in it [8, p. 71]. 'State B' creates a reservation to that Convention saying that 'it does not accept Article 3' [8, p. 71]. Supposing that the conditions in Articles 19 and 20 of the VCLT are satisfied then if 'State A' accepts that reservation, the 'Multilateral Convention' will enter into force between those two states and the reservation will apply between them in accordance with Article 20(4) (a) of the VCLT with the

effect that 'Article 3' of the 'Multilateral Convention' does not apply.

However, if 'State A' objects to the reservation made by 'State B' then we have two possibilities [8, p. 71]. The first is that 'State A' can proclaim that it does not consider the reserving 'State B' a party to the 'Multilateral Convention' and thus the Convention will not enter into force between those states in its entirety as envisaged in Article 20(4) (b) of the VCLT [8, p. 71–72]. The second possibility is that 'State A' makes objection to 'State's B' reservation but does not oppose the Convention's entry into force with the result that the treaty will apply between them save that [8, p. 72] 'the provisions to which the reservation relates do not apply as between the two States to the extent of the reservation' [9]. This implies that the 'Multilateral Convention' is applicable but the Article in relation to which the reservation was made ('Article 3') is not applicable in relations between 'State A' and 'State B' [8, p. 72]. Thus, we can infer from this example that the result of the acceptance of reservation and of the objection to it is clearly identical i.e. the Article to which 'State B' made reservation is not applicable in the relations between 'State A' and 'State B' [8, p. 72]. As was rightly pointed out, the reserving state attains its goal in any circumstances [7, p. 439]. That example shows that we are left with inadequate rules on reservations which may be a disadvantage to the objecting state. On the other hand, we can hope that the 2011 Guide to Practice on Reservations to Treaties [10] will bring more clarity to the current practice on reservations [8, p. 73].

Another argument put forward is that we can observe a controversial 'proliferation of reservations' in the last 50 years [11, p. 112]. It is argued that those reservations are made due to the absence of readiness to admit new obligations and that is problematic [11, p. 112]. A clear example is the reservations created by some of the parties to the International Covenant on Civil and Political Rights (ICCPR) 1966 [11, p. 112]. Switzerland, for instance, made a number of reservations depriving the Covenant of any legal obligations in relation to itself which would exceed those accepted under the European Convention on Human Rights (ECHR) 1950 [11, p. 112-113]. That indicates that the Swiss government circumvented taking extra obligations that could enhance legal rights of its nationals [11, p. 113]. A similar strategy was adopted by the US, which made reservations ensuring that the obligations undertaken under the Covenant would not be stretched beyond those guaranteed by the American Constitution [11, p. 113]. In other words, the United States merely altered those Articles of the treaty, which accorded higher protection than the US Constitution with the result that the US was not obliged to enhance its nationals' legal rights [11, p. 113]. We can argue that those reservations undermine the validity of the ICCPR as an international treaty and the overall efficiency of the law of treaties [11, p. 113].

Conversely, reservations promote states' participation in treaties in circumstances where a government approves the objective and provisions of a treaty but cannot make the necessary amendments to the national legislation to bring it in line with the treaty at the moment of ratification [11, p. 112]. Thus, a positive aspect of reservations is that they can lead to a broad participation in the treaties [11, p. 112].

**Interpretation of multilateral treaties.** We can put forward an argument that the more states become parties to a multilateral treaty, the more issues arise with regard to the interpretation of that treaty because each state can interpret it in its own way. In other words, a potential problem with multilateral treaties is that they are susceptible to different interpretations.

In general, the objective of interpretation is to determine what meaning the parties intended the text of a treaty to have in cases where the issue of interpretation has occurred [4, p. 178]. We have six possible principles of interpretation put together by Sir Gerald Fitzmaurice [12, p. 9]. The principle of 'actuality' implies that we should interpret treaties 'as they stand, and on the basis of their actual texts' [12, p. 9]. This is very similar to the second principle of 'the Natural Meaning' which states that specific phrases and words in a treaty should be accorded 'their normal, natural, and unrestrained meaning' [12, p. 9]. Those principles were applied in the Advisory Opinion on *Admission of a State to the United Nations* [13, p. 57] and in the Advisory Opinion on *the Constitution of the Maritime Committee* [14, p. 150]. We could criticize those principles on the ground that it may not always be apparent what is 'the natural meaning' of a word or phrase in a particular context [8, p. 73]. Moreover, the 'actual texts' may be ambiguous and lead to various interpretations.

Turning to the principle of 'integration', according to it, we should interpret treaties 'as a whole, and with reference to their declared or apparent objects, purposes and principles' [12, p. 9]. This principle was applied in the Advisory Opinion on *Reparation for Injuries suffered in the Service of the United Nations* [15, p. 174]. This principle is useful in that it suggests that the provisions of a treaty should not be interpreted in isolation from each other, instead we interpret a treaty in the light of its general context [4, p. 178]. The principle of 'effectiveness', on the other hand, ensures that the provisions of a treaty are interpreted in a way which would accord them 'the fullest weight and effect consistent with the normal meaning of the words and with other parts of the text' [12, p. 9]. The example of this principle is the Advisory Opinion on *Certain expenses of the*

*United Nations* [16, p. 151]. We can note that the principle of 'effectiveness' significantly overlaps with teleological or 'the object and purpose' principle which means that the provisions of a treaty should be interpreted in a manner that makes easier the achievement of the treaty objectives [8, p. 74] as, for example, in the *Ambatielos case* [17, p. 28]. One could argue that those two principles are the most plausible methods of the treaty interpretation as they provide the most effective and logical ideas for interpreting a treaty.

The last principle is referred to as 'subsequent practice' [12, p. 9]. It allows to refer to 'the subsequent practice of the parties' for ascertaining a proper interpretation of the treaty in question [12, p. 9]. This principle was touched upon in the *Corfu Channel case* [18, p. 25]. However, we can argue that this principle does not provide a fundamental solution to the treaty interpretation and thus should not be relied upon only on its own. Instead, we could apply it in conjunction with any of the other principles of interpretation stated above.

Moving to another issue, it has been contended that there is a trend towards the 'petrifaction of treaty interpretation' [19, p. 114]. That notion implies 'reading the text of international agreements in the light of the original negotiators' intents without taking into account subsequent developments as required by Article 31(3) of the VCLT' [19, p. 114]. The concern with this 'petrifaction' is that it conflicts with an important argument namely that the contemporary international treaties are 'living instruments which must be interpreted in the light of present-day conditions.' [19, p. 114] It follows that a progressive treaty interpretation is needed to preserve the efficiency of international treaties in a rapidly changing world [19, p. 114]. They must maintain a necessary flexibility in order to be able to fit to the modern times and not just to the epoch of the initial negotiators [19, p. 114].

An example of treaty 'petrification' would be a rejection of national judiciaries to recognise interpretation of treaties conducted by international courts that extend the initial intentions of the negotiators [19, p. 115]. The German Federal Administrative Tribunal's decision is of particular relevance [19, p. 115]. During 1996–1997, a number of rulings by the European Court of Human Rights extended the case law concerning the prohibition of torture set out in Article 3 of the ECHR 1950 with the effect that the Article now covered deportation and expulsion of foreigners who could be exposed to torture on their arrival to another country [19, p. 115]. The German Federal Tribunal in its two cases refused to accept this extensive interpretation of Article 3 and held that the European Court had exceeded the scope of the ECHR and encroached upon the state sovereignty of the parties to the ECHR [19, p. 115]. We could argue that such strategy of 'petrification of treaty interpretation' is a wrong 'way' to take as the time is moving and the treaties need to be adapted to meet the new challenges of modern times. However, the German court may be right in guarding against the excessive 'over-interpretation' of the Convention so that the state sovereignty is preserved.

**Multilateral treaties and soft law.** The term 'soft law' generally refers to a range of 'non-legally binding instruments used in contemporary international relations' [20, p. 212]. The examples include intergovernmental conference declarations, UN General Assembly resolutions, interpretative guidance, codes of conduct, recommendations and others [20, p. 213]. We can argue that one of the weaknesses of multilateral treaties is that they usually lead to legally binding obligations (i. e. 'hard law') and as a result of that, states cannot agree as to some principal and itemized provisions of a treaty because of the legal binding effect that it will entail whereas soft law enables all of that owing to its non-binding character [21, p. 27]. Thus, we could regard soft law as a valuable 'alternative' to multilateral treaties as 'law-making instruments' [21, p. 27].

Several arguments could be put forward in favour of soft law [21, p. 27]. The first and foremost reason is that it may be less difficult to achieve a consensus where we have a non-binding character of an instrument [21, p. 27]. Further, certain states may find it more convenient to comply with soft law instruments as they would be able to circumvent the treaty ratification procedure [21, p. 27]. In addition, whereas amendment or replacement of treaties can take a considerable amount of time, soft law can be more easily amended or replaced [21, p. 27]. Finally, it has been pointed out that soft law instruments can produce 'more immediate evidence of international support and consensus than a treaty whose impact is heavily qualified by reservations and the need to wait for ratification and entry into force' [21, p. 27]. Overall, these are strong arguments but it will be interesting to see whether soft law could fit all spheres of regulation, in other words, we can argue that some fundamental problems would require a binding treaty rather than soft law instruments in order to ensure a better compliance by states with the terms of a given agreement. The examples of such fundamental areas could be arms regulation or international human rights.

On the other hand, it has been suggested that soft law can be as helpful as treaties in terms of a method of international law codification [21, p. 28]. Moreover, soft law could be even more productive than treaties in that it would attract a bigger amount of parties [21, p. 28]. For instance, the International Law Commission could have codified its Articles on Responsibility of States for Internationally Wrongful Acts 2001 by resolution of the UN General As-

sembly or alternatively, by an inter-state declaration [21, p. 28]. However, we can make an argument that if we use soft law instruments as a method of international law codification, then those codified soft law instruments would lack a binding legal effect on the parties which ensures a necessary compliance. Therefore, strictly speaking, soft law does not require any legal adherence to it in the sense of 'bindingness' and thus one would argue that it does not ensure an obligatory fulfilment of all those legal instruments which the states concluded as a soft law. Even in the case of dispute settlement, whereas a binding treaty usually provides for some binding dispute settlement mechanisms, soft law, on the other hand, can only ensure some form of 'non-compliance procedure' or 'non-binding conciliation' involving a third party which, depending on the circumstances, may not be sufficient [21, p. 34–35].

Turning to another aspect of soft law, we can state that although it is not binding per se, it may however become binding on the basis of customary international law [21, p. 28]. As has been rightly pointed out, 'non-binding instruments may still be useful if they can help generate widespread and consistent State practice and/or provide evidence of *opinio juris* in support of a customary rule' [21, p. 28]. This effect was evident in cases such as *Legality of the Threat or Use of Nuclear Weapons* [22, p. 226], the *Nicaragua case* [23, p. 14] and the *Gabčikovo case* [24, p. 7]. Thus, the non-binding character of soft law should not be overstated as after some time it may become binding.

**Multilateral treaties and customary international law.** In this section, we are going to make an argument that multilateral treaties can provide evidence of customary international law [25, p. 275] and this can be regarded as one of their advantages. Professor Baxter states that a multilateral treaty may be viewed as 'declaratory of customary international law' in any of the two scenarios [25, p. 277]. The first is that a treaty may include and recognize a customary international law rule that was in existence before the creation of the treaty whereas the second is that a multilateral treaty can be considered as being a source of a principle of international law that later ensured a general acceptance by states and thus was incorporated into customary international law [25, p. 277]. It follows that in both situations a multilateral treaty may be viewed as indicating a state practice and moreover, as Professor Baxter suggests, 'the weight that the treaty will carry is roughly proportionate to the number of parties to the treaty. If fifty States are parties to a treaty that represents itself as reflecting customary international law, the treaty has the same persuasive force as would evidence of the State practice of fifty individual states' [25, p. 277–278]. We can say that that is a very powerful argument that accords multilateral treaties a high significance in reflecting customary international law.

Furthermore, the argument continues in that a multilateral treaty produces a more coherent and straightforward evidence on the status of the law compared to contradictory, vague and multi-faceted evidence, which might be accumulated by means of a review of each particular state's practice [25, p. 278]. We can say that multilateral treaties are a more convenient way of looking at the state practice as we look at one single treaty rather than at every single state taking into account that those particular states can be many in quantity [25, p. 278]. In addition, Professor Baxter emphasizes that '[h]aving regard to the limited amount of State practice which is generally regarded as sufficient to establish the existence of a rule in customary international law, a treaty to which a substantial number of States are parties must be counted as extremely powerful evidence of the law' [25, p. 278]. Here, we should note that although Professor Baxter mentions state practice, he neglects to mention the *opinio juris* as an important element of customary international law which is 'a belief that this [state] practice is rendered obligatory by the existence of a rule of law requiring it' [26, p. 44–45], in other words, it is what the states want to be the law [20, p. 235].

We can identify three types of multilateral treaties that may represent evidence of customary international law [25, p. 278]. The first type is 'the codification treaty' which in some way expressly refers to the fact that it was aimed to be indicative of the status of customary international law [25, p. 278]. At the other end of the spectrum is a type of the treaty that was at the moment of its entry into force strongly viewed as 'constitutive of new law but which has, in the course of time, come to be taken as evidence of the law as it exists today' [25, p. 278]. An example of such type is the Declaration of Paris 1856 [25, p. 278]. The middle position between those two categories of treaties takes 'the agreement that does not expressly purport to codify or to be declaratory of customary international law and yet did not at the time of drafting create new international law which only subsequently gained the acquiescence of States' [25, p. 278]. This type of treaty is in conformity with customary international law as it functions 'independently of the treaty' [25, p. 278]. The Convention on International Civil Aviation 1944 would be an example of such category of treaty [25, p. 278]. However, of those three types of treaties that can constitute evidence of customary international law, we could argue that the most plausible are the codifying treaties and treaties that establish a new law. Presumably, the third type is rarely seen in practice.

Finally, transformation of a rule contained in a multilateral treaty into the customary international law can entail some effects both for parties and

non-parties of the treaty [25, p. 300]. For instance, where a treaty is acknowledged as a firm expression of customary international law, it follows that dissolution of the treaty by one of the parties to it will not exempt that state from its legal duty to honor the rules of customary international law which are proved to exist in the multilateral treaty [25, p. 300]. Thus, although after denouncing a treaty, the state ceases to be bound by the treaty itself but it will remain to be legally bound by certain rules in that treaty which are representative of customary international law [25, p. 300]. However, given that, we should note that the weight of the treaty as representing evidence of customary law equally decreases by the desertion of one of the states now formerly parties to it, just in the same way as any of the principles of customary international law becomes weakened when particular states deviate from it [25, p. 300]. That is a logical consequence that could follow.

**Multilateral treaties and 'non-governmental entities'.** The process of multilateral treaty formation nowadays enables the 'participation of non-governmental entities' [27, p. 41]. We can argue that that is a positive feature of multilateral treaties. One must note that a civil society these days plays a significant role in contemporary 'multilateral treaty-making' processes, and this has become possible mostly owing to the fact that states now afford an extensive importance to its work [27, p. 41]. This can be especially evident in the sphere of International Humanitarian Law in which the International Committee of the Red Cross (ICRC) traditionally represents the interests of civil society [27, p. 41]. The ICRC has been defined as 'an organisation that, according to its Statutes adopted by States, works towards the creation of international humanitarian treaties' [27, p. 41]. In the last decade, the non-governmental organisations (NGOs) have also begun to fulfill analogous tasks [27, p. 41]. In general, 'non-governmental entities' including NGOs and the ICRC can be involved in the multilateral treaty formation process during two principal phases namely 'the pre-diplomatic conference' phase and 'the diplomatic conference' phase [27, p. 41].

Throughout the first phase, 'non-governmental entities' can influence the process of treaty-making by different means but their most significant contribution during this phase is 'fact-finding' [27, p. 41]. It is very important that those 'fact-findings' reflect 'the highest standard of accuracy' when, for example, conducting research, consultations or producing reports [27, p. 41–42]. The ICRC carried out such work with regard to the 'conventional weapons' for the purposes of the conference devoted to the Convention on Certain Conventional Weapons 1980 [27, p. 42]. The 'fact-finding' is considered to be a powerful instrument for attracting the states' interest on a matter [27, p. 42]. On the other hand, if the information presented by a 'non-governmental entity' is inaccurate and unreliable then the states which contest that information may be left unpersuaded about the cause in question [27, p. 42].

At the 'diplomatic conference' phase, the ICRC has been accorded a higher standing than NGOs [27, p. 43]. The ICRC has been accorded the right to be officially present on the plenary sessions as well as in the working groups [27, p. 43]. Moreover, it may communicate with delegations and in some instances to put forward proposals [27, p. 43]. For example, during the negotiations regarding the 'conventional weapons', the ICRC was asked to produce documents containing an alternative plan of action with regard to 'landmines' [27, p. 43]. Additionally, both the ICRC and NGOs can communicate with states' delegations in periods between the sessions and apart from that, they can organize their own conferences and press briefings [27, p. 43].

Overall, we can say that those 'non-governmental entities' provide a valuable contribution to the process of multilateral treaty creation. As can be seen, they can exert influence on states' delegations as well as providing a useful information on the question. They ensure that the interests of civil society are taken into account by states when negotiating a treaty [27, p. 44]. We could state that they represent the opinion of the public and thus can be regarded as one of the expressions of democracy.

**Multilateral treaties and multinational corporations.** Another positive aspect of multilateral treaties is that they nowadays enable participation of multinational corporations in the process of their creation. Although there is a debate as to whether multinational enterprises can be properly viewed as 'subjects' of international law, they nevertheless play an important part in the making of multilateral treaties [28, p. 46]. Those multinational enterprises have been defined as 'private business organizations comprising several legal entities linked together by parent corporations and are distinguished by size and multinational spread' [29, p. 182]. We can identify three ways in which multinational corporations participate in the creation of multilateral treaties namely in 'the conclusion of treaties', 'negotiation of treaties' and 'the implementation of treaties' [28, p. 46–47].

With regard to 'the conclusion of treaties', we should note that only subjects of international law have the capacity to conclude international treaties and multinational corporations here have no part to play [28, p. 57]. However, that said, we can assert that multinational companies are able to conclude 'internationalized contracts' [28, p. 58]. Those contracts are 'agreements concluded between States and foreign companies <...> particularly in the field of oil concessions or development agreements, allowing a foreign private enterprise to explore and exploit

natural resources on the territory of the State' [28, p. 58]. There has been a debate concerning whether those contracts can be regarded as treaties in accordance with international law [28, p. 58]. In fact, those 'internationalized contracts' are governed by international law and not by a particular domestic legal system [28, p. 58]. The rationale of that is to preserve a balance between the state and the multinational company and also to guarantee that the state will not use its national laws to circumvent its legal duties under the contract [28, p. 58]. Thus, we can argue that multinational enterprises through those 'internationalized contracts' can participate in the treaty-making processes. On the other hand, that proposition can be rebutted by the contention that those contracts cannot be regarded as treaties and therefore multinational corporations cannot play part in the creation of treaties.

Turning to the 'negotiation of treaties', it is evident that multinational enterprises have been less active in lobbying and influencing the states on the international plane compared to the various NGOs for instance [28, p. 63]. However, multinational companies have performed an advisory role in the negotiations regarding the UN Law of the Sea Convention, the UN Code for Transnational Corporations and various instruments negotiated within the Organization for Economic Co-operation and Development [28, p. 64]. In addition, chemical enterprises have participated in the consultations that eventually lead to the creation of the 1993 Chemical Weapons Convention and moreover, their co-operation with states is regarded as essential for the Convention's implementation [28, p. 64]. Those examples show that multilateral treaties do accord multinational companies some role in the treaty– making process and that is clearly a positive development. One could argue that a more close involvement of the multinational enterprises in 'the multilateral treaty-making' is desirable as that could add more valuable expertise from the enterprises to the conclusion of treaties.

The final way in which multinational corporations can participate in the creation of multilateral treaties is the 'implementation' of those treaties in terms of 'making direct use of dispute settlement mechanisms provided for by treaties' [28, p. 47]. Although multinational enterprises are still rarely accorded legal standing, they nevertheless were given such right in, for example, the Iran-United States Claims Tribunal under particular conditions as well as in the Permanent Court of Arbitration in the Hague [28, p. 67-68]. We can state that this is the most limited way of involvement of multinational companies in the 'multilateral treaty-making' process.

Having analyzed different advantages and disadvantages of multilateral treaties, we can make the following conclusions. Beginning with the weaknesses of those treaties, it is evident that such issues as reservations, treaty interpretations and the binding character of multilateral treaties are the main disadvantages of those treaties. Of course, those issues cannot be viewed only as weaknesses of multilateral treaties, they may in fact have some advantages as stated above. With regard to the strengths of multilateral treaties, we identified that such aspects as customary international law, enabling participation of 'non-governmental entities' and multinational corporations in the 'multilateral-treaty making' process constitute a strong side of multilateral treaties. However, as in any analysis, those aspects, apart from being advantages of multilateral treaties, also have their drawbacks as mentioned above.

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## Summary

***Perebyinis M. O.*** **Multilateral treaties: their strengths and weaknesses.** – Article.

This article aims to critically analyze the advantages and disadvantages of multilateral treaties as sources of international law. The participation of non-governmental organizations and multinational corporations in the process of making of multilateral treaties and the issue of reservations and treaty interpretation are researched.

*Key words:* multilateral treaties, non-governmental organizations, multinational corporations, interpretation of multilateral treaties, customary international law, reservations.

## Анотація

***Перебийніс М. О.*** **Багатосторонні угоди: їхні переваги та недоліки.** – Стаття.

У статті проаналізовано переваги та недоліки багатосторонніх угод як різновиду джерел міжнародного права. Розглянута участь неурядових організацій і транснаціональних корпорацій у процесі укладання міжнародних договорів, а також проблема застережень та інтерпретації міжнародних угод.

*Ключові слова:* багатосторонні угоди, неурядові організації, транснаціональні корпорації, тлумачення багатосторонніх угод, міжнародно-правовий звичай, застереження.

## Аннотация

***Перебийнос Н. О.*** **Многосторонние соглашения: их недостатки и преимущества.** – Статья.

В статье проанализированы преимущества и недостатки многосторонних соглашений как разновидности источников международного права. Рассмотрено участие неправительственных организаций и транснациональных корпораций в процессе заключения международных договоров, а также проблема оговорок и интерпретации международных соглашений.

*Ключевые слова:* многосторонние соглашения, неправительственные организации, транснациональные корпорации, толкование многосторонних соглашений, международно-правовой обычай, предостережения.