The inclusion of clauses in international contracts promoting contractual flexibility ensures that disputes are avoided by allowing the parties to adjust their long-term contracts to changed circumstances. National systems would recognise the inclusion of such clauses. Where they are not included in international contracts, it must be recognised that they should be inferred.

The assimilation of international contracts to which states are Parties to treaties is a technique resorted to in many texts. The argument is then presented that the maxim *pacta sunt servanda*, which applies to treaties in international law, applies in international contracts as well, meaning that the contract derives its binding force from international law. However, the advocates of this view almost always ignore the competing doctrine of international law which implies a *clausula rebus sic stantibus* in every treaty, making the treaty binding only in situations where the original conditions under which the treaty was made continue to exist.\(^5^4\)

This favours the inference of renegotiation of international contracts whenever there are changed circumstances affecting the performance of the contract.

\(^5^4\) The principle *omnis conventio intelligit rebus sic stantibus* is recognised in Article 62 of the Vienna Convention on the Law of Treaties.

**Referring Principles:**
- IV.6.7 - Duty to renegotiate
- VIII.1 - Definition