## Overview:

**The aff isn’t a restriction- that has to completely prevent something- China can still sell their wind turbines here, it’s just at a higher cost than they would like it to. AND even if they win it is a restriction it ISN’T a restriction on trade- it’s effects T at best.**

**That’s bad:**

**1. Unpredictable: the aff could take an infinite number of steps to reach the topical**

**action.**

**2. Allows bad and vague plan writing: there must be more specification understand**

**the plan action**

**3. It underlimits the topic: the negative would have to prepare for a large number of**

**aff cases that would only be topical through solvency. This would explode the**

**area, which the negative would be required to research and make the debate more**

**skewed to the affirmative.**

**D. Voter for the reasons above and topic specific education**

**Trade mechanisms that make production more expensive or difficult aren’t restrictions.**

**SUPREME COURT OF CALIFORNIA  93**  Howard v. Babcock, No. S027061. , SUPREME COURT OF CALIFORNIA, 6 Cal. 4th 409; 863 P.2d 150; 25 Cal. Rptr. 2d 80; 1993 Cal. LEXIS 6006; 28 A.L.R.5th 811; 93 Cal. Daily Op. Service 8975; 93 Daily Journal DAR 15372, December 6, 1993, Decided ,  Rehearing Denied February 3, 1994, Reported at: 1994 Cal. LEXIS 534.

\*\*156 \*\*\*86 Rule 1-500 provides: "(A) A member shall not be a party to or participate in offering or making an agreement, whether in connection with the settlement of a lawsuit or otherwise, if the agreement restricts the right of a \*419 member to practice law, except that this rule shall not prohibit such an agreement which: ¶ (1) Is a part of an employment, shareholders', or partnership agreement among members provided the restrictive agreement does not survive the termination of the employment, shareholder, or partnership relationship; or ¶ (2) Requires payments to a member upon the member's retirement from the practice of law; or ¶ (3) Is authorized by Business and Professions Code sections 6092.5, subdivision  or 6093 providing for authority of State Bar Court to impose conditions of probation on disciplined attorneys. ¶ (B) A member shall not be a party to or participate in offering or making an agreement which precludes the reporting of a violation of these rules." 6¶ CA(4)(4) We are not persuaded that this rule was intended to or should prohibit the type of agreement that is at issue here. HN10 An agreement that assesses a reasonable cost against a partner who chooses to compete with his or her former partners does not restrict the practice of law. Rather, it attaches an economic consequence to a departing partner's unrestricted choice to pursue a particular kind of practice.¶ We agree with the Court of Appeal in Haight, supra, 234 Cal.App.3d 963, declaring HN11an agreement between law partners that a reasonable cost will be assessed for competition is consistent with rule 1-500. Rejecting an interpretation of rule 1-500 like that proffered by plaintiffs here, the court stated: "We do not construe rule 1-500 in such a narrow fashion. . . . The rule does not . . . prohibit a withdrawing partner from agreeing to compensate his former partners in the event he chooses to represent clients previously represented by the firm from which he has withdrawn. Such a construction represents a balance between competing interests. On the one hand, it enables a departing attorney to withdraw from a partnership and continue to practice law anywhere within the state, and to be able to accept employment should he choose to do so from any client who desires to retain him. On the other hand, the remaining partners remain able to preserve the stability of the law firm by making available the withdrawing partner's share of capital and accounts receivable to replace the loss of the stream of income from the \*420 clients taken by the withdrawing partner to support the partnership's debts." (Haight, supra, at pp. 969-970.) Concluding that the agreement was not invalid on its face, the court held that the validity of the agreement depended on whether it "amounts to an agreement for liquidated damages or an agreement resulting in a forfeiture." (Id. at p. 972.)

#### Calling them a restriction justifies things like giving subsidies to mining companies so that we can produce turbines more cheaply or removing the trade embargo with Cuba so we can import more oil. That explodes the topic and makes it impossible to be negative because there are infinite ways we could indirectly make production of energy less expensive. It also lets them read plans that don’t necessitate the increase of production to get any of their advantages.

## AT Incentives

#### They don’t meet financial incentives- financial incentives are only direct financial transfers that are designed to attract investors for the production of energy

Czinkota et al, 9 **-** Associate Professor at the McDonough School of Business at Georgetown University (Michael, Fundamentals of International Business, p. 69 – google books)

Incentives offered by policymakers to facilitate foreign investments are mainly of three types: fiscal, financial, and nonfinancial. **Fiscal incentives** are specific tax measures designed to attract foreign investors. They typically consist of special depreciation allowances, tax credits or rebates, special deductions for capital expenditures, tax holidays, and the reduction of tax burdens. Financial incentives offer special funding for the investor by providing, for example, land or buildings, loans, and loan guarantees. **Nonfinancial incentives** include guaranteed government purchases; special protection from competition through tariffs, import quotas, and local content requirements, and investments in infrastructure facilities.

And, even if the plan eventually were to eventually lead to special funding for the investor, it doesn’t do so on face, which means it links to our effects T DA- allows affs like the “increase export terminals” version of natural gas that are unpredictable and lower long term costs

#### And, their interp links to all our offense- defining incentives broadly creates conceptual confusion and makes ANY ACTION an incentive- the aff blurs the line- market responses to better trade conditions are not incentives

Grant, 02

- professor of political science at Duke University (Ruth, “THE ETHICS OF INCENTIVES: HISTORICALORIGINS AND CONTEMPORARY UNDERSTANDINGS,” Economics and Philosophy, 18 (2002) 111, proquest)

This history also allows us to define more clearly what ` incentives' means. Currently, the term is used so broadly that it is often almost synonymous with motivation altogether. But, despite its current quite general usage, a distinctive specific meaning of the term remains, one that is easier to identify after taking this historical journey. The specific meaning can be illustrated by identifying those situations where only the word `incentive' will do. Very often, the term is now used where another would do equally well. For example, `incentive' is sometimes used as if it were a synonym for `reward', but they do not mean exactly the same thing. A reward or punishment, unlike an incentive or disincentive, is understood to be merited or deserved. Offering a reward may serve as a motivator or incentive to action, but the two are quite distinct in principle. People can win awards, for example, without even knowing in advance that they were eligible. They deserve the reward, and there is no element of motivation involved at all. Similarly, `incentive' is sometimes used as if it were synonymous with `motivation' generally speaking. But there are several important sorts of motivation that are not suggested by the term. When we speak in this way, we implicitly deny the phenomena of habitual behavior, or action motivated by a sense of responsibility or of the reasonableness of a course of action (with reasonableness here understood as something other than individual utility maximization), or the way in which a role model or ideal can serve as motivator. Action which is initiated by the individual or understood as internally motivated is not really compre-hended in the concept of motivation as incentive. Incentives are external prompts to which the individual responds. The use of `incentives' to speak of market forces is also problematic, though it is easy to see the logic of this development within the language of economics. If one company lowers the price of its product, we might readily say that other companies now have an incentive to lower theirs. But we would not say that the first company offered all other companies an incentive to lower their prices.55 Market forces are not conscious and intentional, and their rationale is intrinsic to the economic process itself. We might just as well say in this situation that the first company's lower price is a good reason for other companies to lower theirs given that they need to remain competitive. The term `incentive' says nothing that `reason' cannot say as well in this case. A similar logic applies to speaking of loan conditions as incentives. The International Monetary Fund may make a loan to a nation only on condition that it alter its inflationary policies. If the reason for the condition is intrinsic to the IMF's own financial aims, `incentive' may be a misnomer. The situation is like that of requiring a certain training as a condition for the practice of medicine; we would be unlikely to refer to this as an `incentive' to go to medical school for people who wish to become doctors.56 When the IMF is criticized for using financial incentives unethically to control the internal policies of borrowing nations, it is because the critics suspect that its real purposes are political rather than strictly limited to the legitimate concern to secure the financial health of the Fund. The distinction between market forces and incentives can be illustrated further by considering the difference between wages as compensation and incentives as bonuses in employment. Compensation means `rendering equal', a `recompense or equivalent', `payment for value received or service rendered', or something which `makes up for a loss' ± as in the term `unemployment compensation'. Compensation equalizes or redresses a balance, and so, to speak of `fair compensation' is entirely sensible. But to speak of a `fair incentive' is not. An incentive is a bonus, which is defined as something more than usually expected, that is, something that exceeds normal compensation. It is an amount intentionally added to the amount that would be set by the automatic and unintentional forces of the market. An incentive is also a motive or incitement to action, and so an economic incentive offered to an employee is a bonus designed to motivate the employee to produce beyond the usual expectation. It should be obvious then, that compensa- tion and incentives are by no means identical. The per diem received for jury service, for example, is a clear case of compensation which is not an incentive in any sense. It is not difficult to see how it might have happened that the boundaries were blurred between the specific conception of incentives and conceptions of the automatic price and wage-setting forces of the market. Both can be subsumed under very general notions of thefactors that influence our choices or motivate action, and `incentives' carries this general meaning as well. Nonetheless, the blurring of that boundary creates a great deal of confusion. Incentives, in fact, are understood better in contradistinction to market forces than as identical to them. It is only by maintaining a clear view of their distinctive character that the ethical and political dimensions of their use are brought to light. Moreover, conceptual clarity and historical understanding go hand in hand in this case. It should no longer be surprising to find that the term `incentives' is not used by Adam Smith in first describing the operation of the market, but appears instead at a time when the market seemed inadequate in certain respects to the demands presented by changing economic circumstances. Other eighteenth and nineteenth- century ideas, often taken as simple precursors of contemporary analyses of incentives, can now be seen in their distinctive character as well. For example, Hume and Madison offer an analysis of institutional design which differs significantly from `institutional incentives', though the two are often confused. These thinkers were concerned with preventing abuses of power. They sought to tie interest to duty through institutional mechanisms to thwart destructive, self-serving passions and to securethe public good. Contemporary institutional analyses, by contrast, proceed without the vocabulary of duty or public good and without the exclusively preventive aim. Institutional incentives are viewed as a means of harnessing individual interests in pursuit of positive goals.57 Similarly, early utilitariandiscussions, Bentham's in particular, differ markedly from twentieth century discussions of incentives despite what might appear to be a shared interest in problems of social control. Again, Bentham is interested entirely in prevention of abuses or infractions of the rules. The rationale for his panopticon is based on the observation that prevention of infractions depends upon a combination of the severity of punishment and the likelihood of detection.58 If the latter could be increased to one hundred per cent, through constant super- vision and inspection, punishment would become virtually unnecessary.This is a logic that has nothing whatever to do with the logic of incentives as a means of motivating positive choices or of encouraging adaptive behavior.

#### Even if they win they’re a financial incentive, it is *not for production*- the incentive is to increase our trade with China. It would be just as logical for the result of the plan to be that US producers decrease their domestic sales of natural gas and dump it into the European markets, since there is a glut of gas in the US.

#### Incentives must be directly tied to energy production—their interpretation unlimits—allows incentives for any economic activity tangentially related to energy production

Tacoa-Vielma, counsellor – Trade in Services Division @ WTO, ‘3

(Jasmin, “ENERGY AND ENVIRONMENTAL SERVICES: Negotiating Objectives and Development Priorities,” unctad.org/en/docs/ditctncd20033\_en.pdf)

Another perceived deficiency relates to the fact that a variety of other services that intervene in the energy value-added chain (from production to sale to final consumers) are found in the whole range of services sectors on the list, e.g. research and development, engineering, construction, management consultancy, environmental, financial and distribution services. These services could be termed "energy-related services" because of their relevance, but not exclusivity, to the energy industry. It has been argued that such dispersion of “energy-related services” makes it difficult to determine existing commitments and to negotiate the totality of the services necessary for the energy industry; that would make sense from an economic viewpoint. However, this situation is not unique to the energy industry, as most economic activities or industries require a variety of services inputs that in many cases are designed or adapted for different end-uses. For example, there are engineering, financial or construction services especially tailored for the energy industry as well as for the telecom industry.4 Having an all-encompassing definition of the energy services sector would certainly facilitate considering the totality of services involved in the industry; however, that should not be equated to a guarantee of complete coverage by GATS commitments.

## Impacts:

### Limits

#### Narrow interpretations are key to all negative strategy –

#### ( ) Case-specific strategies are educational core negative ground – vast literature exists for topic-specific trade-off disads, specific politics or court disad links, presidential power disads, etc. along with in-depth debates over agent, delegation, or other process counterplans. These are the only core ground because the topic is so broad – the only stable action is what relates to the plan. Core ground is key to fairness because it’s the only thing for which we can consistently prepare.

#### ( ) Their interpretation is an incentive for aff conditionality – they can re-clarify the plan to be done by an alternate actor, or the plan to take a different course of action in the 2AC to avoid our best offense and manipulate the plan to their advantage

#### ( ) Crucial to pre-round preparation – the plan text is the most mainstream form of disclosure and locus of negative strategy formulation before the round – anything else skews time allocation. Adequate pre-round preparation is key to fair debate and education.

#### ) Limits key to clash—minimize neg research burdens that facilitate generics

Hardy ‘10

(Aaron T. Hardy, Coach at Whitman College, “CONDITIONALITY, CHEATING COUNTERPLANS, AND CRITIQUES: TOPIC CONSTRUCTION AND THE RISE OF THE “NEGATIVE CASE””, Contemporary Argumentation & Debate, 2010, pg. 44-45, [http://www.cedadebate.org/cad/index.php/CAD/article/view File/271/243](http://www.cedadebate.org/cad/index.php/CAD/article/view%20File/271/243))

First, narrow topics are most likely to encourage substantive clash. One of the primary motivations for negative teams running away from engagement with the specifics of the affirmative is fear of “falling behind” in the necessary research effort. On a topic with 200 topical affirmative plan mechanisms, it is extremely unlikely that all but the most precocious of negative teams will be prepared to debate each one, and much more likely that they will turn instead to as generic of an approach as possible. Despite sentiments from some corners that the topic writing process is already too narrow and specialized, I would submit that the debate community has not yet truly experimented with what a radically narrower topic might entail. Even the smallest topics in recent memory have afforded the affirmative an incredible amount of flexibility, usually as a compromise to the “broad topics good” camp. A quick perusal of any of the archived case lists from the past decade reveals that even the narrowest topics the community has debated have entailed dozens (if not hundreds) of discrete affirmatives. Instead, envision as a potentially hyperbolic example, a topic with truly only five topical cases. With essentially no room for maneuver, it is easier to envision negative teams feeling empowered “stale” could be replaced with “nuanced,” even if debates superficially resemble each other as the year progresses.

#### ( ) Limits ensure predictability and don’t undermine affirmative flexibility

Kupferbreg ’87

(Debate Coach at University of Kentucky) 1987 (Eric, “Limits – The Essence of Topicality”, Latin American Politics: The Calculus of Instability, http://groups.wfu.edu/debate/MiscSites/DRGArticles/Kupferberg1987LatAmer.htm) aml

If you are negative, two lines of argumentation should be advanced. First, it is necessary to explain that the affirmative interpretation unlimits the resolution. It should be explained that many cases normally thought to be outside of the resolution would become topical. Special emphasis should be placed on explaining why the affirmative definition would serve as a precedent to an undebatable topic. A premium should be placed on pointing out absurd examples that would be allowable under the broader interpretation (or, the sheer number of cases that would fall within the resolution). Second, it is the negatives responsibility to explain that their own interpretation would allow for an adequate number of cases. If the negative is able to list several fruitful case areas that would remain topical, then the negative position appears less abusive.