(a) under the ICSID Convention, provided that both Contracting Parties are parties to the ICSID Convention;

(b) under the UNCITRAL Arbitration Rules, which shall be administered by the PCA unless otherwise agreed by the disputing parties; or

(c) if the disputing parties agree, under any other arbitration institution or arbitration rules.

5. A claim shall be deemed submitted to arbitration under this Section when the claimant's written notice of or request for arbitration (hereinafter referred to in this Section as "notice of arbitration"):

(a) referred to in paragraph 1 of Article 36 of the ICSID Convention is received by the Secretary-General[12];

(b) referred to in Article 3 of the UNCITRAL Arbitration Rules, together with the statement of claim referred to in Article 20 of the UNCITRAL Arbitration Rules, is received by the respondent; or

(c) under any other arbitration institution or arbitration rules selected under subparagraph 4(c) is received by the respondent, unless otherwise specified by such institution or in such rules.

6. Each Contracting Party hereby consents to the submission of a claim to arbitration under this Section in accordance with this Agreement.

7. Notwithstanding paragraph 6, a claimant may not submit to arbitration under this Section an investment dispute with respect to the establishment, acquisition or expansion of its investment.

8. Notwithstanding paragraph 6, no claim may be submitted to arbitration under this Section if more than three years have elapsed from the date on which the claimant first acquired, or should have first acquired, knowledge of the breach alleged under paragraph 2 and knowledge that the claimant in the case of subparagraph 2(a) or the enterprise referred to in subparagraph 2(b) in the case of that subparagraph has incurred loss or damage.

12 For the purposes of this subparagraph, the term "Secretary-General" means the Secretary-General of the ICSID.

9. No claim may be submitted to arbitration under this Section unless:

(a) in the case of subparagraph 2(a):

(i) the claimant consents in writing to arbitration in accordance with the procedures set out in this Section; and

(ii) the claimant waives in writing any right to initiate or continue before any administrative tribunal or court of justice under the law of either Contracting Party, or other dispute settlement procedures, any proceedings with respect to any measure alleged to constitute a breach referred to in subparagraph 2(a)(i); and

(b) in the case of subparagraph 2(b):

(i) both the claimant and the enterprise referred to in that subparagraph consent in writing to arbitration in accordance with the procedures set out in this Section;

(ii) both the claimant and the enterprise referred to in that subparagraph waive in writing any right to initiate or continue before any administrative tribunal or court of justice under the law of either Contracting Party, or other dispute settlement procedures, any proceedings with respect to any measure alleged to constitute a breach referred to in subparagraph 2(b)(i).

10. The waiver provided pursuant to subparagraph 9(a)(ii) or 9(b)(ii) shall cease to apply where the tribunal rejects the claim on the basis of any procedural or jurisdictional grounds.

11. Notwithstanding subparagraphs 9(a)(ii) and 9(b)(ii), the claimant or the enterprise referred to in subparagraph 2(b) may initiate or continue an action that seeks interim injunctive relief that does not involve the payment of monetary damages before an administrative tribunal or court of justice under the law of the respondent.

12. The respondent shall deliver to the non-disputing Party: