(a) notice of arbitration no later than 30 days after the date on which the claim was submitted; and

(b) copies of all pleadings filed in the arbitration.

13. The non-disputing Party may, upon written notice to the disputing parties, make submissions to the tribunal on a question of interpretation of this Agreement.

14. In an arbitration under this Section, the respondent shall not assert, as a defence, counterclaim, right of setoff or otherwise, that the claimant has received or will receive indemnification or other compensation for all or part of the alleged damages pursuant to an insurance or guarantee contract.

15. The tribunal may award only:

(a) a judgement whether or not there has been a breach of any obligation under Chapter I or under an investment agreement referred to in subparagraph 2(a)(i)(B) or 2(b)(i)(B) with respect to the claimant and its investments; and

(b) one or both of the following remedies, only if there has been such a breach:

(i) monetary damages and applicable interest; and

(ii) restitution of property, in which case the award shall provide that the respondent may pay monetary damages and any applicable interest, in lieu of restitution.

The tribunal may also award cost and attorney's fees in accordance with this Section and applicable arbitration rules.

16. For greater certainty, if an investor of a Contracting Party submits a claim to arbitration under subparagraph 2(a), it may recover only for loss or damage that it has incurred in its capacity as an investor of a Contracting Party.

17. The tribunal may not award punitive damages.

18. Subject to paragraph 15, in the case of subparagraph 2(b):

(a) an award of monetary damages and any applicable interest shall provide that the sum be paid to the enterprise referred to in that subparagraph; and

(b) an award of restitution of property shall provide that restitution be made to the enterprise referred to in that subparagraph.

19. The respondent may make available to the public in a timely manner all documents, including an award, submitted to, or issued by, the tribunal, subject to redaction of:

(a) confidential business information;

(b) information which is privileged or otherwise protected from disclosure under the laws and regulations of either Contracting Party; and

(c) information which shall be withheld pursuant to the relevant arbitration rules.

20. The disputing parties may agree on the legal place of any arbitration under the arbitration rules applicable under paragraph 4. If the disputing parties fail to reach an agreement, the tribunal shall determine the place in accordance with the applicable arbitration rules, provided that the place shall be in a country that is a party to the New York Convention.

21. A tribunal shall within a reasonable period of time reach its decision by a majority of votes. The award rendered by the tribunal shall state the reasons upon which it is based and shall be binding upon the disputing parties and only with respect to the particular case.

22. Subject to paragraph 23 and the applicable review procedure for an interim award, a disputing party shall abide by and comply with an award without delay.

23. A disputing party shall not seek enforcement of a final award until:

(a) in the case of a final award made under the ICSID Convention:

(i) 120 days have elapsed from the date the award was rendered and no disputing party has requested the revision or annulment of the award; or