(e) the term "ICSID Additional Facility Rules" means the Rules Governing the Additional Facility for the Administration of Proceedings by the Secretariat of the International Centre for Settlement of Investment Disputes;

(f) the term "investment dispute" means a dispute between a Party and an investor of the other Party that has incurred loss or damage by reason of, or arising out of, an alleged breach of any obligation of the former Party under this Chapter with respect to the investor of that other Party or its investment in the Area of the former Party; and

(g) the term "New York Convention" means the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done at New York, June 10, 1958.

2. Subject to subparagraph 6(a)(i), nothing in this Article shall be construed to prevent a disputing investor from seeking administrative or judicial settlement within the Area of the disputing Party.

3. An investment dispute shall, as far as possible, be settled amicably through consultations between the disputing parties.

4. If the investment dispute cannot be settled through such consultations within 120 days from the date on which the disputing investor requested in writing the disputing Party for the consultations, the disputing investor may, subject to paragraph 6, submit the investment dispute to one of the following international arbitrations:

(a) arbitration in accordance with the ICSID Convention, so long as the ICSID Convention is in force between the Parties;

(b) arbitration under the ICSID Additional Facility Rules, provided that either Party, but not both, is a party to the ICSID Convention;

(c) arbitration under the Arbitration Rules of the United Nations Commission on International Trade Law; and

(d) if agreed with the disputing Party, any arbitration in accordance with other arbitration rules.

5. The applicable arbitration rules shall govern the arbitration set forth in paragraph 4 except to the extent modified in this Article.

6. (a) Notwithstanding paragraphs 4 and 8, no claim may be submitted to the arbitration set forth in paragraph 4 unless:

(i) the disputing investor gives the disputing Party written waiver of any right to initiate before any court under the law of either Party or other dispute settlement procedures including the investment dispute settlement procedures under the Bilateral Investment Agreement, any proceedings with respect to any measure of the disputing Party alleged to constitute a breach referred to in subparagraph 1(f); and

(ii) the disputing investor has not initiated before the investment dispute settlement procedures under the Bilateral Investment Agreement, any proceedings with respect to any measure of the disputing Party alleged to constitute a breach referred to in subparagraph 1(f).

(b) Notwithstanding subparagraph (a), the disputing investor may initiate or continue an action that seeks interim injunctive relief that does not involve the payment of monetary damages before any competent court of the disputing Party.

7. The disputing investor who intends to submit the investment dispute to arbitration in accordance with paragraph 4 shall give to the disputing Party written notice of intent to do so at least 90 days before the investment dispute is submitted. The notice of intent shall specify:

(a) the name and address of the disputing investor;