(d) the relief sought and the approximate amount of damages claimed.

5. Each Contracting Party hereby consents to the submission of an investment dispute by a disputing investor to arbitration set forth in paragraph 3 chosen by the disputing investor.

6. The consent given by paragraph 5 and the submission by a disputing investor of an investment dispute to arbitration shall satisfy the requirements of:

(a) Chapter II of the ICSID Convention or the Additional Facility Rules of the International Centre for Settlement of Investment Disputes for written consent of the parties to a dispute; and

(b) Article II of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done at New York, June 10, 1958 (hereinafter referred to in this Article as "New York Convention") for an agreement in writing.

7. No investment dispute may be submitted to arbitration under this Article unless:

(a) the disputing investor consents in writing to arbitration in accordance with the procedures set out in this Article; and

(b) the disputing investor gives the disputing Party written waiver of any right to initiate before any administrative tribunal, or court of justice under the law of the disputing Party, or other dispute settlement procedures, any proceedings with respect to the investment dispute.

Note: For greater certainty, if the disputing investor has submitted an investment dispute to an arbitration by virtue of written waiver in accordance with subparagraph (b), the election of forum shall be definitive.

8. Notwithstanding paragraph 7, the disputing investor may initiate or continue an action that seeks interim injunctive relief that does not involve the payment of damages before an administrative tribunal or court of justice under the law of the disputing Party.

9. Once the disputing investor has submitted an investment dispute to administrative tribunal or court of justice of the disputing Party, the election of forum shall be definitive and the disputing investor may not submit thereafter the same investment dispute to any arbitration under this Article.

10. Notwithstanding paragraph 5, no investment dispute may be submitted to arbitration set forth in paragraph 3, if more than three (3) years have elapsed since the date on which the disputing investor acquired or should have first acquired, whichever is the earlier, the knowledge that the disputing investor had incurred loss or damage referred to in paragraph 1.

11. Unless the disputing parties agree otherwise, an arbitral tribunal established under paragraph 3 shall comprise three (3) arbitrators, one (1) arbitrator appointed by each of the disputing parties and the third, who shall be the presiding arbitrator, appointed by agreement of the disputing parties. If the disputing investor or the disputing Party fails to appoint an arbitrator or arbitrators within sixty (60) days from the date on which the investment dispute was submitted to arbitration, the Secretary-General of the International Centre for Settlement of Investment Disputes (hereinafter referred to in this Article as "ICSID"), may be requested by either of the disputing parties, to appoint the arbitrator or arbitrators not yet appointed from the ICSID Panel of Arbitrators subject to the requirements of paragraphs 12 and 13.

12. In appointing the arbitrators, the disputing parties consider that arbitrators of an arbitral tribunal should:

(a) have expertise in investment and experience in law or in international trade;

(b) be chosen strictly on the basis of objectivity, reliability and sound judgment; and

(c) not receive instructions from the government of either Contracting Party.

13. Unless the disputing parties agree otherwise, the third arbitrator shall not be a national of either Contracting Party, nor have his or her usual place of residence in the territory of either Contracting Party, nor be employed by either of the disputing parties, nor have dealt with the investment dispute in any capacity.