14. (a) An arbitral tribunal established under paragraph 3 shall decide the issues in dispute in accordance with this Agreement and applicable rules of international law.

(b) Where a disputing investor submits a claim based on Article 6, the arbitral tribunal shall decide on that claim in accordance with this Article and the following:

(i) the rules of law specified in the pertinent written agreement, or other rules of law the disputing parties may agree upon; or

(ii) in the absence of rules of law referred to in subparagraph (i):

(A) such rules of international law as may be applicable; and

(B) the law of the disputing Party, including its rules on the conflict of laws.

15. The disputing Party shall deliver to the other Contracting Party:

(a) written notice of the investment dispute submitted to the arbitration no later than thirty (30) days after the date on which the investment dispute was submitted; and

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

16. The Contracting Party which is not the disputing Party may, upon written notice to the disputing parties, make submissions to the arbitral tribunal on a question of interpretation of this Agreement.

17. The arbitral tribunal may award only:

(a) a judgment whether or not there has been a breach by the disputing Party of any obligation under this Agreement with respect to the disputing investor 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 disputing Party may pay monetary damages and any applicable interest, in lieu of restitution.

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

Note: For greater certainty, the arbitral tribunal may not award punitive damages.

18. The disputing Party may make available to the public in a timely manner all documents, including an award, submitted to, or issued by, an arbitral tribunal established under paragraph 3, subject to redaction of:

(a) confidential business information;

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

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

19. Unless the disputing parties agree otherwise, the arbitration shall be held in a country that is a party to the New York Convention.

20. The award rendered by the arbitral tribunal shall be final and binding upon the disputing parties in respect of the particular case. This award shall be executed in accordance with the applicable laws and regulations, as well as relevant international law including the ICSID Convention and the New York Convention, concerning the execution of award in force in the country where such execution is sought.

Note: For the purpose of this Article, it is understood that neither Contracting Party shall be obliged to disclose confidential information or information which is privileged or otherwise protected from disclosure under its applicable laws and regulations or to disclose information which could impede law enforcement or otherwise be contrary to the public interest, or which would prejudice privacy or legitimate commercial interests.