(b) 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) before any judgment or award has been delivered on the subject matter of the dispute under the abovementioned mechanisms.

9. The waiver provided pursuant to subparagraph 8(b) shall cease to apply where the arbitral tribunal rejects the claim on the basis of a failure to meet the requirements of paragraph 3, 4, 7 or 8, or on any other procedural or jurisdictional grounds.

10. Notwithstanding subparagraph 8(b), the claimant 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.

11. An arbitral tribunal established under paragraph 4 shall decide the issues in dispute in accordance with this Agreement and applicable rules of international law.

12. In an arbitration under this Article, the respondent shall not assert, as a defense, 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.

13. The arbitral tribunal may award only:

(a) a judgment whether or not there has been a breach by the respondent of any obligation under Section I 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.

Without prejudice to the competence of the tribunal referred to in subparagraph (a), the arbitral tribunal shall not award a decision whether or not there has been a breach by the respondent of any obligation under the legislation of the respondent with respect to the claimant and its investments.

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

14. The respondent 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 4, 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;

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

(d) information the disclosure of which would impede law enforcement; and

(e) information the disclosure of which it considers to be contrary to its essential security interests.

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

16. The award rendered by the arbitral tribunal shall be final and binding upon the disputing parties. 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.

Article 25
Service of Documents

1. Notices and other documents relating to arbitration under this Section shall be served on a Contracting Party by delivery to: