4. If the investment dispute cannot be settled through such consultations within six months from the date of the receipt by the disputing Party of a written request for consultations pursuant to paragraph 3, the disputing investor may, subject to subparagraph 6(b), submit the investment dispute to one of the following international arbitrations:

(a) arbitration in accordance with the Convention on the Settlement of Investment Disputes between States and Nationals of Other States, done at Washington, March 18, 1965 (hereinafter referred to in this Article as "the ICSID Convention"), so long as the ICSID Convention is in force between the Contracting Parties;

(b) arbitration under the Additional Facility Rules of the International Centre for Settlement of Investment Disputes, provided that either Contracting 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. Subject to Article 5, each Contracting Party hereby consents to the submission of an investment dispute by a disputing investor to arbitration set forth in paragraph 4 chosen by the disputing investor, except for investment disputes regarding the obligations of the disputing Party under paragraphs 5 through 8 of Article 2.

6. (a) Notwithstanding paragraph 5, no investment disputes may be submitted to arbitration set forth in paragraph 4, if more than three 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.

(b) Once the disputing investor has submitted an investment dispute to the competent court or administrative tribunal of the disputing Party or to one of the arbitrations set forth in paragraph 4, the choice of the disputing investor shall be final and the disputing investor may not submit thereafter the same dispute to other arbitrations or competent court or administrative tribunal.

(c) Notwithstanding paragraphs 4 and 5, no investment dispute may be submitted to the arbitration set forth in paragraph 4 unless the disputing investor gives the disputing Party written waiver of any right to initiate before any competent court or administrative tribunal of the disputing Party with respect to any measure of the disputing Party alleged to constitute a breach referred to in paragraph 1.

7. An arbitral tribunal established under paragraph 4 shall decide the issues in dispute in accordance with this Agreement and applicable rules of international law. In this context, the domestic law of the disputing Party shall be considered, when it is relevant to the claim, as a matter of fact.

8. 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 days after the date on which the investment dispute was submitted; and

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

9. 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. The disputing Party may make comments concerning the said interpretation.

10. 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: