(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 applicable arbitration rules.

The arbitral tribunal shall not award punitive damages.

11. 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 4, 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.

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

13. The disputing Party may not assert as a defence, counterclaim, right of set-off or for any other reason, that the disputing investor has received or will receive indemnification or other compensation for all or part of the alleged damages pursuant to an insurance or guarantee contract.

14. 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.

15. No measures of constraint, such as attachment, arrest or execution, in connection with an arbitration referred to in paragraph 4 or any proceeding before a court of a State other than the disputing Party with respect to the award of that arbitration, shall be taken, before or after that award, against the property of the disputing Party in use or intended for use for government non-commercial purposes.

The following categories, in particular, of property of the disputing Party shall be considered as property in use or intended for use by the disputing Party for government non-commercial purposes under this paragraph:

(a) property, including any bank accounts, which is used or intended for use in the performance of the functions of the diplomatic mission of the disputing Party or its consular posts, special missions, missions to international organisations, or delegations to organs of international organisations or to international conferences;

(b) property of a military character or used or intended for use in the performance of military functions;

(c) property of the central bank or other monetary authority of the disputing Party;

(d) property forming part of the cultural heritage of the disputing Party or part of its archives and not placed or intended to be placed on sale; and

(e) property forming part of an exhibition of objects of scientific, cultural or historical interest and not placed or intended to be placed on sale.

Article 17
Settlement of Dispute between the Contracting Parties

1. Any dispute between the Contracting Parties concerning the interpretation or application of this Agreement shall be as far as possible settled through consultation between the Contracting Parties.

2. If the dispute is not satisfactorily adjusted within six months from the receipt of the notification of the dispute, it shall be submitted, at the request of either Contracting Party, to an Arbitral Tribunal in accordance with the provisions of this Article.