(c) under the UNCITRAL Arbitration Rules; or

(d) if the parties to the investment dispute agree, under any other arbitration institution or arbitration rules.

5. A claim shall be deemed submitted to arbitration under this Article when a notice of or request for arbitration of an investor of a Contracting Party (hereinafter referred to as "notice of arbitration"):

(a) referred to in paragraph 1 of Article 36 of the ICSID Convention is received by the Secretary-General of ICSID;

(b) referred to in Article 2 of Schedule C of the ICSID Additional Facility Rules is received by the Secretary-General of ICSID;

(c) referred to in Article 3 of the UNCITRAL Arbitration Rules, together with the statement of claim referred to in Article 20 of the UNCITRAL Arbitration Rules, is received by the other Contracting Party; or

(d) under any other arbitration institution or arbitration rules selected under subparagraph 4(d) is received by the other Contracting Party, unless otherwise specified by such institution or in such rules.

6. Each Contracting Party hereby consents to the submission of a claim to arbitration under this Article in accordance with this Agreement.

7. Notwithstanding paragraph 6, no claim of an investor of a Contracting Party may be submitted to arbitration under this Article if more than three years have elapsed from the date on which the investor first acquired, or should have first acquired, knowledge of the breach alleged under paragraph 2 and knowledge that the investor has incurred loss or damage.

8. No claim of an investor of a Contracting Party may be submitted to arbitration under this Article unless:

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

(b) the investor waives in writing any right to initiate or continue before any administrative tribunal or court of justice under the law of the other 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).

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 paragraphs 3, 4, 7 or 8, or on any other procedural or jurisdictional grounds.

10. Notwithstanding subparagraph 8(b), the investor referred to in paragraph 2 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 Contracting Party party to the investment dispute.

11. The arbitral tribunal shall decide the issues in dispute in accordance with this Agreement and applicable rules of international law.

12. The Contracting Party party to the investment dispute shall deliver to the Contracting Party which is not party to the investment dispute:

(a) notice of arbitration no later than 30 days after the date on which the claim was submitted; and

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

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

14. In an arbitration under this Article, the Contracting Party party to the investment dispute shall not assert, as a defence, counterclaim, right of setoff or otherwise, that the investor party to the investment dispute has received or will receive indemnification or other compensation for all or part of the alleged damages pursuant to an insurance or guarantee contract.