

IN THE MATTER OF AN ARBITRATION UNDER THE TREATY BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF ECUADOR CONCERNING THE ENCOURAGEMENT AND RECIPROCAL PROTECTION OF INVESTMENT SIGNED ON 27 AUGUST 1993 (THE “BIT”)

- and -

UNCITRAL ARBITRATION RULES 1976

- between -

MURPHY EXPLORATION & PRODUCTION COMPANY - INTERNATIONAL

“Claimant”

and

THE REPUBLIC OF ECUADOR

“Respondent,” and together with Claimant, the “Parties”

PROCEDURAL ORDER NO. 2 (DOCUMENT PRODUCTION)

Tribunal:

Mr. Yves Derains

Professor Kaj Hobér

Professor Bernard Hanotiau (Presiding Arbitrator)

Registry:

Permanent Court of Arbitration

Secretary to the Tribunal:

Sarah Grimmer

I. INTRODUCTION

1. Pursuant to Procedural Order No. 1 and the Amended Procedural Timetable of 14 March 2014, the Parties submitted their respective Redfern Schedules to the Tribunal on 10 June 2014.
2. On 23 June 2014, the Tribunal issued its rulings on the Parties' respective contested document production requests.
3. This Procedural Order determines the outstanding document production requests between the Parties. The Parties have submitted their positions to the Tribunal in a series of correspondence.¹
4. Procedural Order No. 1 provides that the Tribunal will be guided by the IBA Rules on the Taking of Evidence in International Arbitration 2010 ("IBA Rules"), and sets out a number of principles that are echoed in the IBA Rules.² In keeping with those principles, the Tribunal considers the following questions, among others, relevant to its assessment of the issues presently before it: (i) whether the documents requested are relevant to the case and material to its outcome;³ (ii) whether the documents should be excluded from production for reasons of confidentiality;⁴ and (iii) whether the documents requested are in the possession, power, custody, or control of either Party.⁵

II. ANALYSIS OF THE DISPUTED REQUESTS

a. CLAIMANT'S REQUESTS NOS. 1-10

i. Overview

5. Claimant's Requests Nos. 1-10 concern documents related to the monthly production per well of crude oil and water for Block 16, the Bogi-Capirón fields and the Tivacuno area ("Area") between 12 March 2009 and 31 January 2012 ("Period"); the monthly volumes of water injected per well in the Area over the Period; the location and coordinates of wells in the Area over the Period; reserve reports relating to the Area over the Period; and monthly production and financial reports from 1 January 2009 to 31 January 2012 of the Consortium composed of Repsol YPF Ecuador

¹ Respondent's correspondence dated 28 June and 7, 23 and 29 July 2014; Claimant's correspondence dated 27 June and 17 and 25 July 2014.

² Procedural Order No. 1, 3.6.

³ Procedural Order No. 1, 3.6(ii); IBA Rules, 7(i).

⁴ Procedural Order No. 1, 3.6(iv), 3.8; IBA Rules, 9(2)(b), (e); 9(3)(d).

⁵ Procedural Order No. 1, 3.6(iii); IBA Rules, 3.3(c).

S.A. (“**Repsol**”), Overseas Petroleum and Investment Corporation, Amodaimi Oil Company Ltd. (formerly Murphy Ecuador), and CRS Resources (Ecuador) LDC (“**Consortium**”).⁶

6. Respondent objects to these requests on the grounds that the documents are not relevant or material, and there is a need to safeguard their confidentiality under the Agreement Amending the Service Contract for the Exploration and Exploitation of Hydrocarbons (Crude Oil) in Block Sixteen of Ecuador’s Amazon Region dated 23 November 2010 (“**Amended Service Agreement**”),⁷ that replaced the Participation Contract dated 27 December 1996 (“**Participation Contract**”).

ii. Relevance and materiality

Claimant’s Position

7. Claimant submits that the documents are relevant and material to the determination of quantum, particularly, (i) in the calculation of the value of production in the Area that Claimant was prevented from receiving by Respondent’s actions in selling its interests in the Participation Contract to Repsol; and (ii) regarding the position of Respondent’s Expert, Fair Links (Mr. Anton Mélard de Feuarent) that Repsol’s operations in Ecuador are still running today in good economic conditions.⁸
8. Claimant submits that the documents sought are different from and more comprehensive than documents that Respondent claims are already publicly available.⁹ The publicly available information is limited to annual production rather than the more detailed monthly accounts that Claimant seeks.¹⁰ Claimant argues that the latter figures would verify whether the annual figures are correct. Given the change in oil prices over the period 2009-2012, Claimant believes it is critical to incorporate monthly figures.¹¹
9. In sum, the Claimant says that the documents are necessary to, (i) verify the information upon which Claimant relies for its valuation of production in the Area; (ii) assess the damages approach

⁶ Claimant’s Redfern Schedule, 10 June 2014.

⁷ Respondent’s Redfern Schedule, 10 June 2014.

⁸ Claimant’s Redfern Schedule, 10 June 2014.

⁹ Letter from Claimant to the Tribunal, 17 July 2014, p. 5.

¹⁰ Letter from Claimant to the Tribunal, 17 July 2014, p. 5.

¹¹ Letter from Claimant to the Tribunal, 17 July 2014, p. 6.

submitted by Respondent's Expert; and (iii) address Respondent's criticism of the valuation of Claimant's Expert, Navigant Consulting, Inc. (Mr. Brent C. Kaczmarek).¹²

Respondent's Position

10. Respondent argues that these documents are not relevant to quantum because they relate to conditions occurring under contractual arrangements negotiated with the Consortium (and rejected by Claimant and Murphy Ecuador) which are entirely different to the basis upon which Claimant evaluates its alleged loss, *i.e.*, circumstances that would have been encountered under the Participation Contract after 2008 had Law 42 not been enacted.
11. Respondent contends that the documents are not relevant to Respondent's Expert's position because that position "is a statement of a general condition that is not in dispute and does not refer to the information sought."¹³ Respondent argues that the information requested is not necessary to perform the valuation; indeed, it says, Claimant's Expert was able to prepare his valuation without the requested documents.¹⁴

iii. Confidentiality

Respondent's Position

12. Respondent submits that under the Amended Service Agreement, it is prohibited from disclosing to third parties like Claimant, confidential information such as that covered by Claimant's Requests Nos. 1-10.¹⁵
13. In this regard, Respondent relies on clauses 25.1 and 24.1 of the Amended Service Agreement, which provide:

25.1 All the information acquired or developed during the performance of activities connected with the services covered by this Amend[ed Service] Agreement, as well as all drafts and the final version of any drawings, designs, engineering plans and other plans, technical or scientific reports, models, data, drilling results, cores, records, reports, files, studies and other information, and materials and documents prepared or obtained during the course of operations connected to this Amend[ed Service] Agreement, shall be the property of the Department [of Hydrocarbons].

¹² Letter from Claimant to the Tribunal, 17 July 2014, pp. 6-7; see also letter from Claimant to the Tribunal, 25 July 2014, pp. 3-4.

¹³ Respondent's Redfern Schedule, 10 June 2014.

¹⁴ Letter from Respondent to the Tribunal, 23 July 2014, p. 3.

¹⁵ Respondent's Redfern Schedule, 10 June 2014; letter from Respondent to the Tribunal, 7 July 2014, p. 3.

2.4.1 For the purposes and effect of this Amending Agreement, the term “Confidential Information” means (i) the Protected Information defined in Clause Twenty-Five, Section 1 (25.1) and (ii) any other type of information regarding the contracted services and operations, or regarding matters or issues connected to this Amending Agreement, that has been identified as confidential by the Party that disclosed it. Confidential Information shall be considered to be and shall be treated as confidential information by the other party that receives said information (referred to hereinafter as the “Recipient Party”), and it may not disclose same to any third party, unless the party that disclosed said information, data or materials (the “Disclosing Party”) has granted its prior written consent to do so.

14. Respondent states that all of the information covered by Requests Nos. 1-10 is Protected or Confidential Information (“information acquired or developed during the performance of activities connected with the services covered by the [Amended Service Agreement]”) under the Amended Service Agreement.¹⁶
15. According to Respondent, the confidentiality provisions in the Amended Service Agreement are intended to protect the legitimate interest of Ecuador and the Consortium in safeguarding sensitive commercial and technical information, which, if disclosed to third parties (including current or potential competitors in the oil industry), could compromise the Consortium members’ positions.¹⁷
16. Respondent points out that these confidentiality concerns were also reflected in the Participation Contract that preceded the Amended Service Agreement by imposing a duty on Consortium members to adopt measures to ensure that information produced or obtained in relation to the Participation Contract not be disclosed to third parties.¹⁸
17. Respondent notes that, in response, Claimant has stated that annual reports of production volume are already available from the public domain but that the requested documents are necessary to verify information upon which Claimant relies.¹⁹ Respondent submits, first, that given that the information is public, it would not be unreasonably burdensome for Claimant to produce the documents itself.²⁰ Second, Respondent argues that Claimant has failed to show why the

¹⁶ Letter from Respondent to the Tribunal, 7 July 2014, p. 3.

¹⁷ Letter from Respondent to the Tribunal, 7 July 2014, p. 4.

¹⁸ Respondent’s Redfern Schedule, 10 June 2014; letter from Respondent to the Tribunal, 7 July 2014, citing Participation Contract, Article 5.1.13, which provides that:

[The Consortium is] [t]o adopt all reasonable measures to ensure that its employees, Related Companies, subcontractors and workers shall not disclose to third parties, without the prior written consent of the Ministry Concerned, any information produced or obtained by Contractor in relation to this Contract or the Contract Area.

¹⁹ Letter from Respondent to the Tribunal, 7 July 2014, pp. 4-5.

²⁰ Letter from Respondent to the Tribunal, 7 July 2014 (citing IBA Rules, 3(3)(c)(i)).

information it concedes it already has requires further verification, or, if verification is desirable, why that would be sufficient to overcome Respondent's confidentiality objections.²¹

18. Respondent contests Claimant's argument that under the Share Purchase Agreement of 12 March 2009 between Canam Offshore Ltd (Claimant's subsidiary) and Repsol ("SPA"),²² Repsol effectively waived any existing or future confidentiality obligations invoked by Respondent over the requested documents.²³
19. Respondent points out that Respondent is not a party to the SPA, therefore has no obligations under it, and has no responsibility for Repsol's performance of its obligations thereunder. Respondent also denies having interfered with Repsol's provision of documents to Claimant in response to requests made by Claimant in 2012.²⁴ It points out that Requests Nos. 1-10 are much broader than the 2012 requests of Claimant to Repsol.²⁵
20. In any event, Respondent notes that Repsol's obligations under the SPA to provide documents to Claimant relate to a different arbitration, *i.e.*, the ICSID arbitration initiated by Claimant against Respondent that was pending in 2012.²⁶ In addition, Respondent argues that Repsol's disclosure obligations extend only to "information, books and records" of *Murphy Ecuador itself*, to which Respondent is not privy, rather than to documents of *the Consortium* that may have been shared with Respondent."²⁷

Claimant's Position

21. Claimant submits that Respondent is obliged to provide the documents, and that it cannot invoke its confidentiality agreement with Repsol or prevent Repsol from complying with its obligations towards Claimant.²⁸

²¹ Letter from Respondent to the Tribunal, 7 July 2014, p. 5.

²² CEX-127.

²³ Letter from Respondent to the Tribunal, 23 July 2014, p. 3.

²⁴ Letter from Respondent to the Tribunal, 23 July 2014, p. 3; Respondent's e-mail, 29 July 2014.

²⁵ Respondent's e-mail, 29 July 2014. By letter of 18 July 2012, Claimant requested the following categories of documents from Repsol: (i) Repsol/Consortium Annual Financial Statements 2009-2011 and Q1 2012 Financial Statements reflecting actual capital expenditures and actual fixed and variable costs; (ii) Repsol/Consortium Monthly Production Reports for November 2009 through January 2012; and (iii) documentation of the sales prices from January 2009 to January 2012 for the crude from each block, in order to update prices.

²⁶ Letter from Respondent to the Tribunal, 23 July 2014, p. 3; see clauses 7.3.2 and 12.7.1 of the SPA (CEX-127).

²⁷ Letter from Respondent to the Tribunal, 23 July 2014, p. 3 (citing letter from Repsol to Claimant's Counsel, 3 July 2012 (CEX-166)) (emphasis added by Respondent).

²⁸ Letter from Claimant to the Tribunal, 17 July 2014, p. 4.

22. According to Claimant, the SPA between Claimant and Repsol effectively waives any confidentiality obligation that existed over the requested information.²⁹ The SPA obliges Repsol to: (i) “grant [Claimant] access at all reasonable times to all of the information, books, and records of the Company and the Business, which in any way, directly or indirectly, relate to the arbitration proceedings [...]; (ii) “afford [Claimant] the right [...] to take extracts therefrom and to make copies thereof, to the extent reasonably necessary to permit [Claimant] to prosecute such arbitration and to conduct negotiations with [Respondent] in connection therewith; and (iii) “not to act against [Claimant’s] interest in connection with [its] claims in the Arbitration [against Ecuador].”³⁰
23. The Claimant argues that the requested documents relate to this arbitration. Therefore, Respondent cannot invoke alleged obligations of confidentiality to the other members of the Consortium when the same Consortium members, through Repsol, agreed to provide Claimant access to the requested information under the SPA.³¹
24. Claimant explains that it already sought the requested information from Repsol but that the Secretary of the Department of Hydrocarbons denied Repsol’s request to disclose the information to Claimant.³² Claimant argues that Respondent should not interfere with Repsol’s contractual duty to disclose the requested information.³³
25. Further, Claimant asserts that Respondent cannot invoke the confidentiality provisions of the Amended Service Agreement because Repsol waived confidentiality over the documents in question when it signed the SPA on 12 March 2009. For the Claimant, “[i]t is difficult to see for whose benefit Ecuador invoked (and still invokes) the purported confidentiality obligation” in view of Repsol’s willingness to provide the requested information.³⁴

²⁹ Letter from Claimant to the Tribunal, 17 July 2014, p. 4.

³⁰ Letter from Claimant to the Tribunal, 17 July 2014, p. 4 (citing SPA, Clauses 7.3.2 and 12.7.4). Claimant explains that although the SPA references the ICSID arbitration pending at the time the agreement was signed (citing SPA, clause 12.7.1), the provision was intended for Repsol to assist Claimant in its ongoing arbitration dispute with Respondent, regardless of the forum.

³¹ Letter from Claimant to the Tribunal, 17 July 2014, p. 4.

³² Letter from Claimant to the Tribunal, 17 July 2014, p. 5; letter from Claimant to the Tribunal, 25 July 2014, p. 3, referring to CEX-166.

³³ Letter from Claimant to the Tribunal, 17 July 2014, p. 5.

³⁴ Letter from Claimant to the Tribunal, 25 July 2014, p. 3.

26. According to Claimant, the confidentiality provisions in the Amended Service Agreement do not apply if “a party is required to disclose such material ‘by mandate of Applicable Law or order of any competent authority or as part of an arbitral proceeding.’”³⁵
27. In any event, Claimant submits that because it does not have any interests in oil production operations in Ecuador, any disclosure of the documents sought would not compromise the Consortium’s position.³⁶ Claimant is also willing to sign a confidentiality agreement to the effect that the documents produced would not be used outside this arbitration.³⁷

Tribunal’s Decision

i. Relevance and materiality

28. The Tribunal considers that the documents sought in Requests Nos. 1-10 are sufficiently relevant and material to the outcome of these proceedings; in particular, to the issue of quantum and the respective valuation analyses of the Parties. The information could assist in the determination of the actual performance of the Claimant’s alleged former investment after its sale by Claimant’s subsidiary to Repsol. It would enable the Parties’ Experts to implement their respective damages approaches with access to actual information rather than broader annually reported figures.

i. Confidentiality

The SPA

29. The SPA was concluded between Claimant’s subsidiary, Canam Offshore Ltd, and Repsol. Clause 7.3.2 provides that Repsol will grant to Canam access to all information, books, and records of Murphy Ecuador which in any way relate to the arbitration referred to in clause 12.7.1 (which at that time was the ICSID arbitration; although this Tribunal makes no finding here as to whether clause 12.7.1 also encompasses these proceedings).
30. Respondent is not a party to the SPA. Therefore it is not bound by any of the obligations contained therein. Whether Repsol is obliged to provide documents to Claimant under the SPA is not relevant to the question of whether Respondent is bound by confidentiality obligations of its own.

³⁵ Letter from Claimant to the Tribunal, 25 July 2014, p. 3, citing Article 24.3.5 of the Amended Service Agreement (Claimant’s emphasis).

³⁶ Letter from Claimant to the Tribunal, 17 July 2014, p. 5.

³⁷ Letter from Claimant to the Tribunal, 17 July 2014, p. 5.

Amended Service Agreement

31. Respondent relies on the Amended Service Agreement to claim that it is prohibited from disclosing certain information to third parties and therefore cannot produce the documents requested by Claimant.
32. The Amended Service Agreement contains confidentiality obligations that cover a broad range of information, including: (i) protected information, *i.e.*, “[a]ll the information acquired or developed during the performance of activities connected with the services covered by [the Amended Service Agreement] [...] and materials and documents prepared or obtained during the course of operations connected to [the Amended Service Agreement]” (clause 25.1); and (ii) “any other type of information regarding the contracted services and operations, or regarding matters or issues connected to [the Amended Service Agreement], that has been identified as confidential by the Party that disclosed it.” (clause 24.1). The Agreement defines the party that receives said information as the “Recipient Party”, and the party that disclosed said information as the “Disclosing Party”.
33. The Tribunal notes that the Amended Service Agreement carves out exceptions to these confidentiality obligations with respect to the disclosure of information to third parties. For example:
 - (i) a Recipient Party may disclose confidential information to a third party where the Disclosing Party has granted its prior written consent to do so (clause 24.1);
 - (ii) a Recipient Party may disclose confidential information to a third party without the written consent of the Disclosing Party, provided that [...] the disclosure of said information is required under any Applicable Law or order by any competent authority, or as part of an arbitration proceeding (clause 24.3.5).
34. Respondent “received” the information requested by Claimant through its interactions and operations—and those of its subsidiary—with the Consortium. Respondent is also the proprietor of much of the confidential information pursuant to clause 25.1 (in that respect, the Tribunal views the documents as being fully within Respondent’s possession, power, custody or control). As the Recipient Party, Respondent may disclose confidential information *as part of an arbitration proceeding* (clause 24.3.5). In such a case, it must immediately notify the Disclosing Party in writing so that the latter can take the appropriate legal actions and/or release the Recipient Party from compliance with the confidentiality requirements (clause 24.4).

35. The Tribunal considers that the exception in the Amended Service Agreement that allows a Recipient Party to disclose information as part of an arbitration proceeding applies here. Accordingly, the Tribunal orders Respondent to produce all documents responsive to Requests Nos. 1-10 that are in its possession, power, custody or control pursuant to clauses 24.3.5 and 24.4 of the Amended Service Agreement.³⁸
36. The Tribunal does not consider that this will place an unreasonable burden on Respondent. Respondent is not, as it describes, required to prepare a “complete analysis of performance results in 2009 – 2012”.³⁹ Rather, it is required to hand over to Claimant documents that would already have been the subject of regular reporting.
37. The Tribunal does explicitly direct, however, that any document submitted by Respondent responsive to Requests Nos. 1-10 shall be kept confidential by Claimant and the Tribunal, and shall be used only in connection with this arbitration.⁴⁰

b. CLAIMANT’S REQUEST NO. 12

Claimant’s Position

38. Claimant complains that Respondent’s document production in respect of Claimant’s Request No. 12 is deficient.⁴¹ It requests that the Tribunal order Respondent to produce all documents responsive to Request No. 12 and, in particular, Professor Cameron’s expert report(s) (“**Report**”) submitted in the *Anadarko Algeria Company LLC & Maersk Olie, Algeriet AS v Sonatrach S.P.A.* UNCITRAL arbitration (“*Anardarko Algeria arbitration*”).⁴²
39. Claimant submits that Professor Cameron’s Report in that arbitration is responsive to Request No. 12 and that, while it may not be in Respondent’s possession, it is in Professor Cameron’s possession.⁴³ Claimant submits that to the extent that Respondent or Professor Cameron wish to redact the Report, it has no objection. It also proposes that this Tribunal conduct an *in camera* review of the Report.⁴⁴

³⁸ IBA Rules, 3(7).

³⁹ Respondent’s Redfern Schedule, 10 June 2014.

⁴⁰ IBA Rules, 3(13).

⁴¹ Letter from Claimant to the Tribunal, 17 July 2014, pp. 2-3.

⁴² Letter from Claimant to the Tribunal, 17 July 2014, pp. 2-3.

⁴³ Letter from Claimant to the Tribunal, 25 July 2014, p. 2.

⁴⁴ Letter from Claimant to the Tribunal, 25 July 2014, p. 3.

Respondent's Position

40. Respondent argues that Professor Cameron's Report in the *Anardarko Algeria* arbitration is not responsive to Claimant's Request No. 12 which is limited to events that occurred in the oil industry in *Ecuador*.⁴⁵ It also submits that it is not in its possession, custody or control, and is confidential to that arbitration such that Professor Cameron is not at liberty to disclose it.⁴⁶

Tribunal's Decision

41. The Tribunal rejects Claimant's request for an order that Ecuador produce Professor Cameron's Report issued in the *Anardarko Arbitration*.
42. The Tribunal is not satisfied that the Report is sufficiently relevant and material to the outcome of these proceedings. It was prepared in the context of another proceeding between different Parties. While it may have touched on issues that are similar to those arising in this dispute, the Tribunal does not consider that to be reason enough to order its production.
43. The Tribunal accepts that the Report is not in Respondent's possession or custody. While the document is no doubt in Professor Cameron's possession, the Tribunal is not satisfied that he is at liberty to disclose that document in these proceedings or that Respondent may compel him to do so.
44. Moreover, King & Spalding states that other lawyers in their firm acted in the *Anardarko Arbitration* but that, for reasons that they do not provide, Professor Cameron's Report is not readily available to them by virtue of that fact.⁴⁷ The Tribunal considers that Claimant should be in a position to obtain a copy of the Report internally. For this reason, the Tribunal also rejects Claimant's proposals that (i) Respondent or Professor Cameron produce redacted versions of any Report; and (ii) this Tribunal conduct an *in camera* review.

c. RESPONDENT'S REQUEST FOR SUSPENSION**Respondent's Position**

45. Respondent has requested that the Tribunal suspend the document production process because of what it considers to be Claimant's failure to comply with the Tribunal's 23 June 2014 rulings, including Claimant's purportedly improper objections to document production based on privilege

⁴⁵ Respondent's e-mail, 29 July 2014.

⁴⁶ Letter from Respondent to the Tribunal, 23 July 2014, p. 2.

⁴⁷ Letter from Claimant to the Tribunal, 25 July 2014, p. 2, fn. 1.

and confidentiality; its failure to make a diligent effort to locate responsive documents; and its inadequate production of documents,⁴⁸ including a failure to produce any documents responsive to its Requests. Nos. 4, 5, and 6.⁴⁹

46. In its letter of 17 July 2014, Claimant confirmed that it was, at that time, producing all responsive documents in its possession, custody or control.⁵⁰

Claimant's Position

47. Claimant argues that it is Respondent that has failed to comply with its document production obligations.⁵¹
48. In its e-mail of 29 July 2014, Respondent stated that with the exception of Claimant's Requests Nos. 1-10, it is entirely current in its document production obligations.⁵²

Tribunal's Decision

49. The Parties have confirmed that they have produced all documents in their possession, power, custody or control that are responsive to the Tribunal's rulings of 23 June 2014. In light of this, and barring the Tribunal's present ruling concerning Claimant's Requests Nos. 1-10, Respondent's Request for Suspension is moot and therefore denied.
50. The Tribunal reminds the Parties of their obligation to fully comply, in good faith, with the Tribunal's document production orders of 23 June 2014, to the extent that they are in the possession, power, custody or control of responsive documents.
51. If a Party, without satisfactory explanation, fails to produce a responsive document to which it has not objected in due time, or fails to produce any document ordered to be produced by the Tribunal, the Tribunal may infer that such document would be adverse to the interests of that Party.⁵³

⁴⁸ Letter from Respondent to Tribunal, 7 July 2014, pp. 5-9.

⁴⁹ Letter from Respondent to Tribunal, 23 July 2014, p. 4.

⁵⁰ Letter from Claimant to Tribunal, 17 July 2014, p. 8.

⁵¹ Letter from Claimant to Tribunal, 17 July 2014.

⁵² Respondent's e-mail, 29 July 2014.

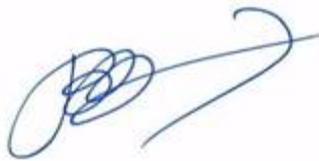
⁵³ IBA Rules, 9(5).

III. DECISION

52. The Tribunal hereby orders that:

- (i) Respondent produce by **8 September 2014** all documents in its possession, power, custody or control that are responsive to Claimant's Requests Nos. 1-10;
- (ii) Any document submitted by Respondent responsive to Claimants' Requests Nos. 1-10 shall be kept confidential and shall be used only in connection with this arbitration;
- (iii) Claimant's Request No. 12 is denied;
- (iv) Respondent's Request for Suspension is denied.

Done at The Hague on 28 August 2014,



Professor Bernard Hanotiau
Presiding Arbitrator
(On behalf of the Tribunal)