

PCA CASE Nº 2019-46

**IN THE MATTER OF AN ARBITRATION
BEFORE A TRIBUNAL CONSTITUTED IN ACCORDANCE WITH THE
TRADE PROMOTION AGREEMENT BETWEEN THE REPUBLIC OF PERÚ AND THE
UNITED STATES OF AMERICA**

- and -

THE UNCITRAL ARBITRATION RULES 2013

-between-

THE RENCO GROUP, INC.

-and-

THE REPUBLIC OF PERU

PROCEDURAL ORDER NO. 7

The Arbitral Tribunal

Judge Bruno Simma (Presiding Arbitrator)
Prof. Horacio Grigera Naón
Mr. J. Christopher Thomas QC

25 August 2022

1 Procedural Background

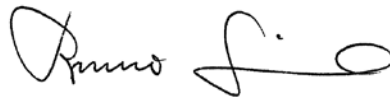
- 1.1 Pursuant to the agreement of the Parties, the arbitration *Renco Group, Inc. v. Republic of Peru*, PCA Case No. 2019-46 (the “**Treaty Case**”) is being coordinated with *The Renco Group, Inc. and Doe Run Resources Corp. v. Republic of Peru and Activos Mineros S.A.C.*, PCA Case No. 2019-47 (the “**Contract Case**”).
- 1.2 Pursuant to Procedural Order No. 1, each Party may request the production of documents from the other Party. In accordance with the procedural calendar set out in Procedural Order No. 6, the Parties exchanged their respective document production requests, followed by their responses to the other Party’s requests, and replies to the other Party’s objections.
- 1.3 By respective e-mails of 3 June 2022, the Parties’ submitted their outstanding document production requests in the form of Redfern schedules.
- 1.4 The Claimants submitted 8 requests for the Treaty Case and 51 requests for the Contract Case in separate Redfern schedules.
- 1.5 The Respondents submitted 28 requests for the Treaty Case, 23 requests for the Contract Case, and 3 requests related to both cases (together the “**Matters**”) consolidated into one single Redfern schedule.
- 1.6 By agreement of the Parties and as recorded in paragraph 3.1 of the Terms of Appointment, this arbitration shall be conducted in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (as revised in 2010, with new article 1, paragraph 4, as adopted in 2013) (the “**UNCITRAL Rules**”).
- 1.7 Article 17(1) of the UNCITRAL Rules provides that “*Subject to these Rules, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated with equality and that at an appropriate stage of the proceedings each party is given a reasonable opportunity of presenting its case*”. Further, Article 27(3) provides that the Arbitral Tribunal “*At any time during the arbitral proceedings the arbitral tribunal may require the parties to produce documents, exhibits or other evidence within such a period of time as the arbitral tribunal shall determine*”.
- 1.8 In addition, paragraph 5.2(d) of Procedural Order No. 1 provides that “[t]he Tribunal shall rule on any outstanding [document production] requests, and may for this purpose refer to the *IBA Rules on the Taking of Evidence in International Arbitration 2010*.”
- 1.9 Having considered the requests, objections, and responses of the Parties in their respective Redfern schedules, the Tribunal’s decisions on the outstanding document production requests are set out in the Redfern schedules appended to this Procedural Order as Annex A (Claimant’s Redfern Schedule) and Annex B (Respondent’s Redfern Schedule).

2 Decision

- 2.1 The Parties are ordered to produce the documents indicated in Annexes A and B to this Procedural Order by **15 September 2022**.
- 2.2 Documents produced by the Parties in response this Procedural Order shall only form part of the evidentiary record if a Party subsequently submits them as exhibits to its written submissions or upon authorization of the Tribunal after the exchange of submissions.

- 2.3 Where a Party asserts legal privilege in relation to a particular document or part thereof that is responsive to a request that has been accepted by that Party or granted by the Tribunal, the Party claiming privilege shall provide a privilege log, setting forth for each such document the following information:
- (a) the author(s);
 - (b) the recipient(s), specifying which of the recipients are direct recipients and which were copied;
 - (c) the subject matter of the document or portion thereof claimed to be privileged;
 - (d) the date; and
 - (e) the basis for the claim of privilege.
- 2.4 Should a Party fail to produce documents as ordered by the Tribunal, the Tribunal may draw the inferences it deems appropriate in relation to the documents not produced.

So ordered by the Tribunal.



Judge Bruno Simma
(Presiding Arbitrator)

On behalf of the Tribunal

Annex A
Claimant’s Redfern Schedule

No.	Documents or category of documents requested (requesting Party) (May 6, 2022)	Relevance and materiality, incl. references to submission (requesting Party) (May 6, 2022)		Reasoned objections to document production request (objecting Party) (May 20, 2022)	Response to objections to document production request (requesting Party) (June 3, 2022)	Decision (Tribunal) (June 24, 2022)
		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
1.	The complete final report of the La Oroya Technical Commission, all documents that the Technical Commission reviewed to prepare its final report (including the report prepared by the Peruvian Society of Engineers (Colegio de Ingenieros del Perú CD-Lima y CD-Junín)), and all transcripts of the Technical	Exhibits C-43, C-77 Memorial, ¶ 113 Counter-Memorial, ¶¶ 281-282	On 18 August 2009, the Peruvian Government issued Supreme Resolution No. 209-2009-PCM, creating the La Oroya Technical Commission (Exhibit C-43). The purpose of the La Oroya Technical Commission was to determine the appropriate extension for DRP to complete the Copper Circuit sulfuric acid plant, which was part of DRP’s PAMA obligations (see Memorial ¶ 113). The Technical Commission concluded that a 20-month extension to complete the Copper Circuit sulfuric acid plant was necessary with additional time required to obtain	Peru objects to this request for the reasons explained below. 1) Requested Document is in Claimant’s Possession, Custody, or Control Peru has already produced the final report of the La Oroya Technical Commission at Exhibit R-274 . 2) Lack of Relevance and Materiality Peru objects to the remainder of this request on the basis that Renco has failed to demonstrate that the documents it seeks are relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules).	Peru’s objections to Request No. 1 are unavailing for the following reasons. 1) Requested Documents are in Peru’s Possession, Custody or Control Contrary to Peru’s assertions, Peru has <i>not</i> already produced the final report of the La Oroya Technical Commission at Exhibit R-274 . That report lists several Annexes (<i>Anexos</i>) that are <i>not</i> in the arbitration record. Therefore, Exhibit R-274 does not contain the “complete final report” that Renco now requests. Renco also seeks “all documents that the Technical Commission reviewed to prepare its final report (including the report prepared by the Peruvian	Request granted, limited to the complete final report (including the Annexes thereto) of the La Oroya Technical Commission, the report prepared by the Peruvian Society of Engineers (Colegio de Ingenieros del Perú CD-Lima y CD-Junín)), and all transcripts of the Technical Commission’s meetings.

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	Commission’s meetings.		<p>financing. Thereafter, on 25 September 2009, the Peruvian Congress passed Law No. 29410 (Exhibit C-77), which granted DRP a 30-month extension of the PAMA, and required it to restart operations within 10 months of its passage (see Memorial ¶ 113).</p> <p>Claimant, however, only has in its possession the Executive Summary of the La Oroya Technical Commission’s Report (Exhibit C-43). It does not have a complete copy of the Commission’s final report, which Respondent acknowledges exists (<i>see</i> Counter-Memorial ¶¶ 281-282). Nor does Claimant have any of the documents that the Technical</p>	<p>Renco asserts that the requested documents are relevant “because they will show that the Technical Commission (and the Peruvian Society of Engineers) considered that DRP was entitled to an extension, which the Peruvian Government subsequently undermined.” This assertion fails for two reasons.</p> <p><i>First</i>, the Technical Commission was not charged with nor capable of determining whether “DRP was entitled to an extension.” Such a determination would be legal in nature and would thus fall outside the scope of the Technical Commission’s mandate, which was purely technical. The Technical Commission’s report itself confirms that “it is clearly established that the Commission is competent only to establish the time period that is required to finish construction of the remaining works</p>	<p>Society of Engineers (Colegio de Ingenieros del Perú CD-Lima y CD-Junín)), and all transcripts of the Technical Commission’s meetings.” All of these documents are also in Peru’s possession, custody or control.</p> <p>2) Request No. 1 is relevant to the Treaty Case and Material to Its Outcome</p> <p>Peru objects to Request No. 1 because the Technical Commission allegedly could not make a “determination” that is “legal in nature.” However, that objection misses the point. The Technical Commission was (in Peru’s words) “competent . . . to establish the time period that is required to finish construction of the remaining works” (Exhibit R-274, p. 5). Therefore, the Technical Commission <i>was</i> within its competence when it concluded that Renco needed more time—at least 20</p>	

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			<p>Commission reviewed, including the report prepared by the Peruvian Society of Engineers (<i>Colegio de Ingenieros del Perú CD-Lima y CD-Junín</i>), which the Executive Summary refers to, or any of the transcripts of the Technical Commissions meetings.</p> <p>These documents are relevant and material to Claimant’s claim that Respondent breached Article 10.5 of the Treaty by undermining the extension that Law No. 29410 granted to DRP, because they will show that the Technical Commission (and the Peruvian Society of Engineers) considered that DRP was entitled to an extension, which the</p>	<p>of the [Sulfuric Acid Plant] Project” (Exhibit R-274, p. 5). Nowhere in the Technical Commission’s report does it opine on whether “DRP was entitled to an extension” (Exhibit R-274).</p> <p><i>Second</i>, the requested documents would not shed light on whether the Technical Commission believed that DRP was entitled to an extension. Even if the Technical Commission was empowered to express such a belief (<i>quod non</i>), it would have done so in the text of its final report, which Peru has already produced.</p> <p>Additionally, Renco has not explained why the views of the Peruvian Society of Engineers—a private body—is relevant and material to the outcome of the case. In any event, the Technical Commission’s report summarized the</p>	<p>more months—to complete the Sulfuric Acid Plant. In any event, it is not up to Peru to decide whether the Technical Commission’s “determination” is or is not “legal in nature.” This is an issue for the Tribunal to decide in its award.</p> <p>Thus, Request No. 1 is relevant to the Treaty Case and material to its outcome because it will show that Renco was entitled to an extension of the PAMA that Peru first rejected and then ultimately undermined.</p> <p>3) Request No. 1 is narrow and specific.</p> <p>Peru alleges that Request No. 1 is “overbroad.” This is not true. Request No. 1 describes with reasonable specificity a narrow category of Documents that includes the final report issued by the Technical Commission as well as “all</p>	

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			<p>Peruvian Government subsequently undermined.</p> <p>The requested documents are not within Claimant’s possession, custody, or control. The requested documents were produced and/or received by the Technical Commission, which was constituted via Supreme Resolution by the Peruvian Government. They are accordingly in Respondent’s possession, custody, or control.</p>	<p>findings of the Peruvian Society of Engineers and explained the extent to which the commission incorporated those findings into its own analysis.</p> <p>2) Overbroad</p> <p>Renco has failed to identify a sufficiently narrow and specific category of documents in its request (see Article 3.3(a)(ii) of the IBA Rules). The request is sweeping, encompassing “all documents that the Technical Commission reviewed to prepare its final report.” As Peru explains above, Claimant does not provide a sound justification for why it seeks such a broad category of documents.</p> <p>3) Unreasonable Burden to Produce</p> <p>Given the overbroad nature of</p>	<p>documents that the Technical Commission reviewed to prepare its final report.”</p> <p>Renco also provides examples of subcategories of Documents that would be responsive to Request No. 1 (i.e., the report prepared by the Peruvian Society of Engineers (Colegio de Ingenieros del Perú CD-Lima y CD-Junín)), and all transcripts of the Technical Commission’s meetings).</p> <p>4) It will not be an unreasonable burden for Peru to produce responsive documents to Request No. 1</p> <p>Contrary to Peru’s assertions, it would not be unreasonably burdensome for Peru to identify and produce the Documents that are responsive to Request No. 1. This narrow and specific category of</p>	

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				Claimants' request, it would be extremely burdensome, if not impossible, to determine all documents that the Technical Commission <i>reviewed</i> in the course of preparing a report that was published 13 years ago. Searching for, extracting, and processing all this information would force the State to distract officials from the performance of their obligations to the Peruvian people. Thus, the request imposes an unreasonable burden on Peru (<i>see</i> Article 9.2(c) of the IBA Rules) and is contrary to the principle of procedural economy (<i>see</i> Article 9.2 (g) of the IBA Rules).	Documents includes the Technical Commission's final report and all annexes attached thereto, as well as all documents that the Technical Commission reviewed to prepare its report, including the report prepared by the Peruvian Society of Engineers (Colegio de Ingenieros del Perú CD-Lima y CD-Junín)), and all transcripts of the Technical Commission's meetings.	
2	All reports (informes), memoranda, "oficios," statement of reasons (exposición de	Exhibits C-77, C-78 Memorial, ¶¶ 113–114, 197, 214–219, 238	On 25 September 2009, the Peruvian Congress passed Law No. 29410 (Exhibit C-77), which granted DRP a 30-month extension of the PAMA, and required it to restart operations within 10	Peru objects to this request for the reasons explained below. 1) Requested Documents are in Claimant's Possession, Custody, or Control	Peru's objections to Request No. 2 are unavailing for the following reasons. 1) Requested Documents are in Peru's Possession, Custody or Control	Request granted, limited to the reports (informes), memoranda, "oficios", and statement of

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	<p>motivos), letters, emails, and other documents prepared by, and/or exchanged with, the Ministry of Energy and Mines, its subdivisions and/or any other Peruvian State entity as indicated in ¶ 2 above, in connection with the preparation and enactment of Supreme Decree No. 075-2009-EM (Exhibit C-78).</p> <p>Since Law No. 29410 (Exhibit C-77) was passed on 25 September</p>	<p>Counter-Memorial, ¶¶ 287–288, 598, 660–663, 719–722, 767</p>	<p>months of its passage (<i>see</i> Memorial ¶ 113). However, shortly thereafter, on 29 October 2009, the Ministry of Energy and Mines enacted Supreme Decree No. 075-2009-EM (Exhibit C-78), which undermined Law No. 29410 (<i>see</i> Memorial ¶¶ 113 <i>et seq.</i>). Specifically, Supreme Decree No. 075-2009-EM required DRP to place 100% of its revenues into a trust account (<i>see</i> Memorial ¶ 114). The Ministry of Energy and Mines’ Supreme Decree also imposed onerous timing requirements on DRP that were not contained in Law No. 29410. For example, it provided DRP with a maximum of 14 months to complete construction of the</p>	<p>Claimant possesses the requested statement of reasons (<i>exposición de motivos</i>) because the document is publicly available. In Peru, government agencies are required to publish the statement of reasons (<i>exposición de motivos</i>) before enacting a Supreme Decree (<i>see</i> Supreme Decree No. 001-2009-JUS, Art. 14). The requested document is therefore freely accessible to Claimant.</p> <p>2) Lack of Relevance and Materiality</p> <p>With respect to Claimant’s request for documents other than the statement of reasons, Peru objects on the basis that Claimant has failed to demonstrate that such documents are relevant to this proceeding or material to its outcome (<i>see</i> Articles 3.3(b) and 9.2(a) of the IBA Rules).</p>	<p>Peru recognizes that the statement of reasons (<i>exposición de motivos</i>) for Supreme Decree No. 075-2009-EM does, in fact, exist. Despite this recognition, Peru alleges that the requested <i>exposición de motivos</i> is “freely accessible to Claimant.” Even if it were the case that the <i>exposición de motivos</i> is publicly available, Claimant confirms that it has not been able to locate the requested <i>exposición de motivos</i> that Peru alleges is freely accessible (and clearly in its possession, custody or control). Peru is thus in a better position to locate this Document and produce it to Claimant. <i>See, e.g.,</i> CDP-2, <i>ADF Grp. V. U.S.</i>, Procedural Order No. 3, ¶ 4 (“Where, however, the requesting party shows it would sustain undue burden or expense in accessing the publicly available material, the other party should be</p>	<p>reasons (exposición de motivos) prepared by, and/or exchanged with, the Ministry of Energy and Mines or its subdivisions in connection with the preparation and enactment of Supreme Decree No. 075-2009-EM from 25 September 2009 up to and including 29 October 2009.</p>

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	2009 and Supreme Decree No. 075-2009-EM was passed on 29 October 2009, the requested documents would have been produced and/or received between this period, i.e., from 25 September 2009 up to and including 29 October 2009.		<p>sulfuric acid plant, as opposed to 20 months under Law No. 29410 (<i>see</i> Memorial ¶¶ 115-117).</p> <p>Claimant has argued that Supreme Decree No. 075-2009-EM undermined Law No. 29410, in breach of Article 10.5 of the Treaty (<i>see</i> Memorial ¶¶ 189 <i>et seq.</i>). Respondent denies this (<i>see</i> Counter-Memorial ¶¶ 529 <i>et seq.</i>). However, it has not submitted any contemporaneous documentation explaining its rationale for enacting Supreme Decree No. 075-2009-EM. In particular, Respondent has not submitted into the arbitration record any of the preparatory documentation that a Peruvian Ministry <i>must</i> and</p>	<p>Claimant asserts that the requested documents “will shed light on Respondent’s contemporaneous discussions and intentions surrounding the enactment of Supreme Decree No. 075-2009-EM and its rationale for imposing the stringent conditions on DRP.” However, the statement of reasons, as its name implies, is the authoritative expression of the MEM’s “intentions” and “rationale” related to the supreme decree. All other documents requested are irrelevant, as they do not evidence the views of the MEM.</p> <p>Insofar as documents other than the statement of reasons would shed light on the MEM’s “contemporaneous discussions” related to Supreme Decree No. 075-2009-EM, such discussions would not evidence the definitive views of the MEM, and</p>	<p>required to produce the documents for inspection”).</p> <p>2) Request No. 2 is relevant to the Treaty Case and Material to Its Outcome</p> <p>Request No. 2 seeks “[a]ll reports (informes), memoranda, “oficios,” statement of reasons (exposición de motivos), letters, emails, and other documents . . . in connection with the preparation and enactment of Supreme Decree No. 075-2009-EM” at Exhibit C-78.</p> <p>As Renco explained, shortly after the Peruvian Congress passed Law No. 29410 granting DRP a 30-month extension, on 29 October 2009, the Ministry of Energy and Mines enacted Supreme Decree No. 075-2009-EM, which undermined Law No. 29410 (<i>see</i> Mem. (Treaty Case), ¶¶ 113 <i>et seq.</i>). The requested</p>	

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			<p>would normally produce during the preparation, and prior to the enactment, of a Supreme Decree.</p> <p>Accordingly, the requested documents are relevant and material to Claimant’s claim that Respondent breached Article 10.5 of the Treaty, as they will shed light on Respondent’s contemporaneous discussions and intentions surrounding the enactment of Supreme Decree No. 075-2009-EM and its rationale for imposing the stringent conditions on DRP that are discussed above.</p> <p>The requested documents are not within Claimant’s possession, custody, or control. The requested</p>	<p>therefore would not be relevant to this proceeding or material to its outcome.</p> <p>3) Overbroad</p> <p>Renco has failed to identify a sufficiently narrow and specific category of documents in its request (<i>see</i> Article 3.3(a)(ii) of the IBA Rules). The request is extremely broad, encompassing <i>all</i> documents prepared “in connection with the preparation and enactment of Supreme Decree No. 075-2009-EM.” As noted above, Claimants have not provided a sound justification for why they seek such a broad category of documents.</p> <p>4) Unreasonable Burden to Produce</p> <p>It would be unduly burdensome to</p>	<p>Documents in connection with the “preparation and enactment” of Supreme Decree No. 075-2009-EM thus go to the heart of the Treaty Case.</p> <p>Peru does not dispute that Supreme Decree No. 075-2009-EM itself is relevant to the Treaty Case and material to its outcome. It follows that the “reports (<i>informes</i>), memoranda, “oficios,” statement of reasons (<i>exposición de motivos</i>), letters, emails, and other documents . . . in connection with the preparation and enactment of Supreme Decree No. 075-2009-EM” are also relevant to the Treaty Case and material to its outcome. Despite its assertions to the contrary, <i>Peru</i> has not “provided a sound justification” under Peruvian law to support its argument that the requested Documents outside of the <i>exposicion de motivos</i> are irrelevant to understanding the reasons behind</p>	

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			documents were produced and/or received by the Ministry of Energy and Mines, its subdivisions and/or any other Peruvian State entity as indicated in ¶ 2. They are accordingly in Respondent’s possession, custody, or control.	identify <i>all</i> documents created and exchanged (including, <i>e.g.</i> , simple emails) in the course of preparing a regulation that was promulgated 13 years ago. Furthermore, Claimant requests documents from “any Peruvian State entity.” This request would require Peru to contact potentially all State entities and request that they search their archives from years ago. This exercise the State to distract officials from the performance of their obligations to the Peruvian people.	the enactment of Supreme Decree No. 075-2009-EM. The requested Documents in connection with the “preparation and enactment” of Supreme Decree No. 075-2009-EM are clearly relevant to this case and material to its outcome. It would be disingenuous to imply otherwise, as Peru does here when it suggests that the statement of reasons (<i>exposición de motivos</i>) should sufficiently serve the purpose of “shed[ding] light on Respondent’s contemporaneous discussions and intentions surrounding the enactment of Supreme Decree No. 075-2009-EM.” 3) Request No. 2 is narrow and specific. Request No. 2 describes with reasonable specificity a narrow category of Documents in connection	

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					<p>with the “preparation and enactment” of Supreme Decree No. 075-2009-EM. Renco also specifies that “the requested documents would have been produced and/or received between . . . 25 September 2009 up to and including 29 October 2009”—a time frame of roughly <i>one month</i>. Contrary to its assertions that this Request is “extremely” broad, Peru should be able to identify the requested Documents in connection with Supreme Decree No. 075-2009-EM with reasonable specificity.</p> <p>4) It will not be an unreasonable burden for Peru to produce responsive documents to Request No. 2</p> <p>As discussed above, Request No. 2 describes with specificity a narrow category of Documents in connection with the “preparation and enactment” of Supreme Decree No. 075-2009-</p>	

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					EM spanning a roughly <i>one-month</i> period. It would not be unreasonably burdensome for Peru to identify and produce Documents related to the narrow and specific category of Documents in connection with Supreme Decree No. 075-2009-EM with reasonable specificity.	
3	All reports (informes), memoranda, “oficios,” statement of reasons (exposición de motivos), letters, emails, and other documents prepared by, and/or exchanged with, the Ministry of Energy and	Exhibits C-78, C-82 Memorial, ¶¶ 119, 198, 216, 242 Counter-Memorial, ¶¶ 288, 655	As noted in Request No. 2 above, on 29 October 2009, the Ministry of Energy and Mines enacted Supreme Decree No. 075-2009-EM (Exhibit C-78), which among other things required DRP to place 100% of its revenues into a trust account. Respondent has characterized this trust account requirement as “particularly important” in its Counter-Memorial (<i>see</i>	Peru objects to this request for the reasons explained below. 1) Requested Documents are in Claimant’s Possession, Custody, or Control Claimant possesses the requested statement of reasons (<i>exposición de motivos</i>) because the document is publicly available. In Peru, government agencies are required to publish the statement of reasons (<i>exposición de motivos</i>) before	Peru’s objections to Request No. 3 are unavailing for the following reasons. 1) Requested Documents are in Respondent’s Possession, Custody or Control Peru recognizes that the statement of reasons (<i>exposición de motivos</i>) for Supreme Decree No. 032-2010-EM does, in fact, exist. Despite this recognition, Peru alleges that the requested <i>exposición de motivos</i> is “freely accessible to Claimant.” Even	Request granted, limited to the reports (informes), memoranda, “oficios”, and statement of reasons (exposición de motivos) prepared by, and/or exchanged with, the Ministry of

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	<p>Mines, its subdivisions and/or any other Peruvian State entity as indicated in ¶ 2, in connection with the preparation and enactment of Supreme Decree No. 032-2010-EM (Exhibit C-82).</p> <p>Since Supreme Decree No. 075-2009-EM (Exhibit C-78) was passed on 29 October 2009 and Supreme Decree No. 032-2010-EM was passed on 11 June 2010, the requested</p>	<p>¶ 288). However, on 11 June 2010, the Ministry of Energy and Mines enacted Supreme Decree No. 032-2010-EM (Exhibit C-82), which loosened the “100% trust account” requirement, reducing DRP’s required contribution from 100% of its revenues down to 20% (<i>see</i> Memorial ¶ 119).</p> <p>Claimant argued that Respondent’s about-face, in relation to an allegedly “particularly important” requirement, is evidence of Respondent’s recognition that the trust account requirement imposed by Supreme Decree No. 075-2009-EM improperly nullified DRP’s rights (<i>see</i> Memorial ¶¶ 198, 216). Respondent, on the other</p>	<p>enacting a Supreme Decree (<i>see</i> Supreme Decree No. 001-2009-JUS, Art. 14). The requested document is therefore freely accessible to Claimant.</p> <p>2) Lack of Relevance and Materiality</p> <p>With respect to Claimant’s request for documents other than the statement of reasons, Peru objects on the basis that Claimant has failed to demonstrate that such documents are relevant to this proceeding or material to its outcome (<i>see</i> Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimant asserts that the requested documents “will shed light on Respondent’s contemporaneous discussions and intentions surrounding the enactment of Supreme Decree No. 032-2010-EM and its rationale for loosening the</p>	<p>if it were the case that the <i>exposición de motivos</i> is publicly available, Claimant confirms that it has not been able to locate the requested <i>exposición de motivos</i> that Peru alleges is freely accessible (and clearly in its possession, custody or control). Peru is thus in a better position to locate this Document and produce it to Claimant. <i>See, e.g.,</i> CDP-2, <i>ADF Grp. V. U.S.</i>, Procedural Order No. 3, ¶ 4 (cited in Request No. 2 above).</p> <p>2) Request No. 3 is relevant to the Treaty Case and Material to Its Outcome</p> <p>Request No. 3 seeks “[a]ll reports (informes), memoranda, “oficios,” statement of reasons (<i>exposición de motivos</i>), letters, emails, and other documents . . . in connection with the preparation and enactment of</p>	<p>Energy and Mines or its subdivisions in connection with the preparation and enactment of Supreme Decree No. 032-2010-EM from 29 October 2009 up to and including 11 June 2010.</p>	

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	documents would have been produced and/or received between this period, i.e., from 29 October 2009 up to and including 11 June 2010.		hand, alleges that the Ministry of Energy and Mines “simply loosened the trust account requirement to facilitate DRP’s financing efforts” (<i>see</i> Counter-Memorial ¶ 655). Yet, Respondent has not submitted any contemporaneous documentation to support its position. In particular, Respondent has not submitted any of the preparatory documentation that a Peruvian Ministry <i>must</i> and would normally produce during the preparation, and prior to the enactment, of a Supreme Decree. Accordingly, the requested documents are relevant and material to Claimant’s claim that Respondent breached	trust account requirement.” However, the statement of reasons, as its name implies, is the authoritative expression of the MEM’s “intentions” and “rationale” related to the supreme decree. All other documents requested are irrelevant as they do not evidence the views or intentions of the MEM. Insofar as documents other than the statement of reasons would shed light on the MEM’s “contemporaneous discussions” related to Supreme Decree No. 032-2010-EM, such discussions also would not represent the views or intentions of the MEM, and therefore would not be relevant to this proceeding or material to its outcome. Moreover, the requested documents are alleged to be relevant solely on the basis that “Respondent has not	Supreme Decree No. 032-2010-EM” at Exhibit C-82 . As Renco explained, shortly after the Peruvian Congress passed Law No. 29410 granting DRP a 30-month extension, on 29 October 2009, the Ministry of Energy and Mines enacted Supreme Decree No. 075-2009-EM, which undermined Law No. 29410 (<i>see</i> Mem. (Treaty Case), ¶¶ 113 <i>et seq.</i>). Supreme Decree No. 075-2009-EM required DRP, <i>inter alia</i> , to place 100% of its revenues into a trust account. However, on 11 June 2010, the Ministry of Energy and Mines enacted Supreme Decree No. 032-2010-EM which loosened the “100% trust account” requirement, reducing DRP’s required contribution from 100% of its revenues down to 20% (<i>see</i> Mem. (Treaty Case), ¶ 119). Requested Documents would shed light on why Respondents changed its	

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			<p>Article 10.5 of the Treaty, as they will shed light on Respondent’s contemporaneous discussions and intentions surrounding the enactment of Supreme Decree No. 032-2010-EM and its rationale for loosening the trust account requirement.</p> <p>The requested documents are not within Claimant’s possession, custody, or control. The requested documents were produced and/or received by the Ministry of Energy and Mines, its subdivisions and/or any other Peruvian State entity as indicated in ¶ 2. They are accordingly in Respondent’s possession, custody, or control.</p>	<p>submitted any contemporaneous documentation to support its position [regarding the trust account]”. Thus, the documents could only be relevant for the Respondent to substantiate its position regarding the trust account. The burden is not, however, on Renco to prove the Respondent’s case, but rather on the Respondent itself.</p> <p>3) Overbroad</p> <p>Renco has failed to identify a sufficiently narrow and specific category of documents in its request (<i>see</i> Article 3.3(a)(ii) of the IBA Rules). The request is extremely broad, encompassing <i>all</i> documents prepared “in connection with the preparation and enactment of Supreme Decree No. 032-2010-EM.” As noted above, Claimants have not provided a sound justification for</p>	<p>position with respect to its trust requirement, which is evidence of Respondent’s recognition that the trust account requirement improperly nullified DRP’s rights. The requested Documents in connection with the “preparation and enactment” of Supreme Decree No. 032-2010-EM thus go to the very heart of the Treaty Case because the trust account requirement was one of the ways in which MEM undermined Claimant’s extension.</p> <p>The requested Documents in connection with the “preparation and enactment” of Supreme Decree No. 032-2010-EM are clearly relevant to this case and material to its outcome. It would be disingenuous to imply otherwise, as Peru does here when it suggests that the statement of reasons (<i>exposición de motivos</i>) should sufficiently serve the purpose of “shed[ding] light on Respondent’s</p>	

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				<p>why they seek such a broad category of documents.</p> <p>4) Unreasonable Burden to Produce</p> <p>It would be burdensome to identify all documents created and exchanged (including, <i>e.g.</i>, simple emails) in the course of preparing a regulation that was promulgated 12 years ago. Furthermore, Claimant requests documents from “any Peruvian State entity.” This request would require Peru to contact potentially all State entities and request that they search their archives from years ago. This exercise the State to distract officials from the performance of their obligations to the Peruvian people. Thus, the request imposes an unreasonable burden on Peru (<i>see</i> Article 9.2(c) of the IBA Rules) and is contrary to the principle of</p>	<p>contemporaneous discussions and intentions surrounding the enactment of Supreme Decree No. 032-2010-EM.”</p> <p>Peru’s suggestion that Renco cannot request Documents to disprove Peru’s case is similarly unfounded. That Peru bears the burden of proof on this particular issue does not make the requested Documents any less relevant to the Treaty Case or material to its outcome, in accordance with Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <p>3) Request No. 3 is narrow and specific.</p> <p>Request No. 3 describes with reasonable specificity a narrow category of Documents in connection with the “preparation and enactment” of Supreme Decree No. 032-2010-EM. Renco also specifies that “the</p>	

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				<p>procedural economy (<i>see</i> Article 9.2(g) of the IBA Rules).</p>	<p>requested documents would have been produced and/or received between . . . 29 October 2009 up to and including 11 June 2010.” Contrary to its assertions that this Request is “extremely” broad, Peru should be able to identify the requested Documents in connection with Supreme Decree No. 032-2010-EM with reasonable specificity.</p> <p>4) It will not be an unreasonable burden for Peru to produce responsive documents to Request No. 3</p> <p>As discussed above, Request No. 3 describes with specificity a narrow category of Documents in connection with the “preparation and enactment” of Supreme Decree No. 032-2010-EM spanning a period of roughly <i>one and a half years</i>. It would not be unduly burdensome for Peru to search for Documents related to Supreme</p>	

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					<p>Decree No. 032-2010-EM spanning a period of one and a half years, such that it would “distract” Peru “from the performance of their obligations to the Peruvian people.” To the contrary, during the document production phase of this proceeding, Peru is under the obligation to conduct a reasonable search for documents responsive to Claimant’s narrow and specific requests for relevant and material Documents in accordance with the principles of “fairness and equality” under Article 9.2(g) of the IBA Rules.</p> <p>In addition, Peru cannot complain that its obligations during the document production phase are “distract[ing]” to its officials, when <i>Claimant</i> is the party that bears the burden of briefing <i>and</i> preparing its Reply Memorial <i>simultaneously</i> with document requests and production. It would not be unreasonably</p>	

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					burdensome for Peru to identify and produce Documents related to the narrow and specific category of Documents in connection with Supreme Decree No. 032-2010-EM with reasonable specificity.	
4	All reports (informes), memoranda, “oficios,” statement of reasons (exposición de motivos), letters, emails, and other documents prepared by, and/or exchanged with, the Ministry of Energy and Mines, its subdivisions	Exhibit R-287 Isasi Witness Statement, ¶¶ 34-42 Memorial, ¶ 74 Counter-Memorial, ¶ 242	On 15 December 2005, DRP wrote to the Ministry of Energy and Mines requesting a four-year extension to complete the sulfuric acid plants PAMA project (see Memorial ¶ 74). On 29 May 2006, the Ministry of Energy and Mines issued Ministerial Resolution No. 257-2006-MEM/DM, granting DRP an extension of two years and ten months to complete the sulfuric acid plants PAMA project (see Counter-Memorial ¶ 242).	Peru objects to this request for the reasons explained below. 1) Requested Documents are in Claimants’ Possession, Custody, or Control Several of the requested documents are within Renco’s possession (Article 3.3(c) of the IBA Rules). Renco asserts that “Respondent has not submitted any of the preparatory documentation that a Peruvian Ministry <i>must</i> and would normally produce during the preparation, and prior to the enactment, of a	Peru’s objections to Request No. 4 are unavailing for the following reasons. 1) Requested Documents are in Peru’s Possession, Custody or Control Renco seeks “[a]ll reports (<i>informes</i>), memoranda, ‘oficios,’ statement of reasons (<i>exposición de motivos</i>), letters, emails, and other . . . in connection with the preparation and enactment of Ministerial Resolution No. 257-2006-MEM/DM.” The scope of Request No. 4 covers Documents in addition to those which Peru lists	Request granted, limited to the reports (informes), memoranda, “oficios”, and statement of reasons (exposición de motivos) prepared by, and/or exchanged with, the Ministry of Energy and Mines or its

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	and/or any other Peruvian State entity as indicated in ¶ 2 in connection with the preparation and enactment of Ministerial Resolution No. 257-2006-MEM/DM (Exhibit R-287). Since Ministerial Resolution No. 257-2006-MEM/DM was passed on 29 May 2006, and the Ministry of Energy and Mines received DRP's request for a PAMA extension on 20 December		Juan Felipe Guillermo Isasi Cayo, who submitted a witness statement for Respondent in this case, was the Director General of the General Office of Legal Assistance of the Ministry of Energy and Mines at the relevant period (<i>i.e.</i> , 2005-2006) and he discusses in his witness statement the Ministry's analysis of DRP's extension request (<i>see</i> Isasi Witness Statement ¶¶ 34-42). Mr. Isasi specifically recounts that at first, the Ministry "wanted 100% of DRP's income to be in a trust, but finally, the MEM agreed that DRP would have greater control over its income, as long as it kept sufficient funds in the trust" (<i>see</i> Isasi Witness Statement	Ministerial Resolution." This statement is incorrect. Peru has submitted several documents prepared in connection with Ministerial Resolution No. 257-2006-MEM/DM: (i) Report No. 118-2006-MEM (Exhibit R-289), a 127-page report that contains a detailed explanation and analysis of Ministerial Resolution No. 257-2006-MEM/DM; (ii) a 118-page expert report that the MEM commissioned from ESAN University (Exhibit R-193), which evaluated the economic and financial aspects of DRP's 2005 Extension Request; (iii) Memorandum No. 875-2006-MEM/DGM (Exhibit R-289 , Annex 5), which contains the MEM's analysis of DRP's financial situation and practices, as well as an analysis and explanation of the financial requirements to be imposed on DRP	as being in Claimant's possession, custody or control. Peru is also incorrect to allege further below that "Renco provides no basis for its claim that the MEM 'must' have prepared the requested documents "during the preparation, and prior to the enactment, of a Ministerial Resolution." Peru's suggestion that not a single email was exchanged between Peruvian government officials regarding Ministerial Resolution No. 257-2006-MEM/DM is not credible. Moreover, unlike in Request Nos. 1 and 3, Peru does not allege that the <i>exposición de motivos</i> for Ministerial Resolution No. 257-2006-MEM/DM is in Claimant's possession, custody or control. It is in Peru's possession, custody or control, and Peru must produce it.	subdivisions in connection with the preparation and enactment of Ministerial Resolution No. 257-2006-MEM/DM from 20 December 2005 up to and including 29 May 2006.

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	2005, the requested documents would have been produced and/or received between this period, i.e., from 20 December 2005 up to and including 29 May 2006.		<p>¶ 42). (The Ministry’s about-face happened again a few years later. As noted in Requests 2 and 3 above, the Ministry of Energy and Mines actually imposed a “100% trust account” requirement on DRP in October 2009, before loosening it in June 2010 and reducing DRP’s required contribution from 100% of its revenues down to 20%.)</p> <p>Mr. Isasi has not referred to, and Respondent has not submitted, any contemporaneous documentation explaining why, in relation to Ministerial Resolution No. 257-2006-MEM/DM, the Ministry initially wanted 100% of DRP’s income to be placed in a trust and why it</p>	(including the 2006 Trust Account Requirement); and (iv) Report No. 056-2006-MEM-DGM-FM1/MA (Exhibit R-149), which evaluates the “special environmental measures” that DRP was required to implement in conjunction with the Sulfuric Acid Plant Project. Peru also notes that Claimant possesses the 135-page report that the MEM commissioned from three internationally recognized technical experts appointed by the World Bank, which Claimant submitted to the record (Exhibit C-062). Peru explained in its Counter-Memorial that the MEM relied on this report when evaluating DRP’s 2005 Extension Request and designing the content of Ministerial Resolution No. 257-2006-MEM/DM (Treaty Counter-Memorial, ¶¶ 233-235, 248). The requested documents are thus already in Claimant’s possession.	<p>2) Request No. 4 is narrow and specific.</p> <p>Request No. 4 describes with reasonable specificity a narrow category of Documents in connection with the “preparation and enactment” of Ministerial Resolution No. 257-2006-MEM/DM. Renco also specifies that “the requested documents would have been “produced and/or received between . . . 20 December 2005 up to and including 29 May 2006”—a period of less than <i>six months</i>. Contrary to its assertions that this Request is “sweeping,” Peru should be able to identify the requested Documents in connection with Ministerial Resolution No. 257-2006-MEM/DM with reasonable specificity.</p> <p>3) It will not be an unreasonable burden for Peru to produce</p>	

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			<p>subsequently changed its mind about that requirement. In particular, Respondent has not submitted any of the preparatory documentation that a Peruvian Ministry <i>must</i> and would normally produce during the preparation, and prior to the enactment, of a Ministerial Resolution.</p> <p>Accordingly, the requested documents are relevant and material to Claimant’s claim that Respondent breached Article 10.5 of the Treaty because they will provide insight into why the Ministry of Energy and Mines ultimately discarded the trust account requirement from Ministerial Resolution No. 257-2006-MEM/DM, a requirement that the Ministry then reinstated in Supreme</p>	<p>2) Overbroad</p> <p>Renco has failed to identify a sufficiently narrow and specific category of documents in its request (<i>see</i> Article 3.3(a)(ii) of the IBA Rules). The request is sweeping, encompassing <i>all</i> documents prepared “in connection with the preparation and enactment of Ministerial Resolution No. 257-2006-MEM/DM.”</p> <p>3) Unreasonable Burden to Produce</p> <p>It would be burdensome to identify all documents created and exchanged (including, <i>e.g.</i>, simple emails) in the course of preparing a regulatory decision that was made sixteen years ago. Furthermore, Claimant requests documents from “any Peruvian State</p>	<p>responsive documents to Request No. 4</p> <p>As discussed above, Request No. 4 describes with specificity a narrow category of Documents in connection with the “preparation and enactment” of Ministerial Resolution No. 257-2006-MEM/DM spanning a period of less than <i>six months</i>. Thus, it would <i>not</i> be unduly burdensome for Peru to search for Documents related to Ministerial Resolution No. 257-2006-MEM/DM spanning a period of six months, and it would certainly <i>not</i> “distract” Peru “from the performance of their obligations to the Peruvian people.” To the contrary, during the document production phase of this proceeding, Peru is under the obligation to conduct a reasonable search for documents responsive to Claimant’s narrow and specific requests for</p>	

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			<p>Decree No. 075-2009-EM, before backtracking once again in Supreme Decree No. 032-2010-EM.</p> <p>The requested documents are not within Claimant’s possession, custody, or control. The requested documents were produced and/or received by the Ministry of Energy and Mines, its subdivisions, and/or any other Peruvian State entity as indicated in ¶2. They are accordingly in Respondent’s possession, custody, or control.</p>	<p>entity.” This request would require Peru to contact potentially all State entities and request that they search their archives from 16 years ago. This exercise the State to distract officials from the performance of their obligations to the Peruvian people. Thus, the request imposes an unreasonable burden on Peru (<i>see</i> Article 9.2(c) of the IBA Rules) and is contrary to the principle of procedural economy (<i>see</i> Article 9.2(g) of the IBA Rules).</p> <p>3) Requested Documents Are Not in Peru’s Possession, Custody, or Control</p> <p>Renco has failed to identify the basis on which it believes these documents exist and are within Peru’s possession, custody, or control (Article 3(c)(ii) of the IBA Rules). Specifically, Renco provides no basis</p>	<p>relevant and material Documents in accordance with the principles of “fairness and equality” under Article 9.2(g) of the IBA Rules.</p> <p>In addition, Peru cannot complain that its obligations during the document production phase are “distract[ing]” to its officials, when <i>Claimant</i> is the party that bears the burden of briefing and preparing its Reply Memorial <i>simultaneously</i> with document requests and production. It would not be unreasonably burdensome for Peru to identify and produce Documents related to the narrow and specific category of Documents in connection with Ministerial Resolution No. 257-2006-MEM/DM with reasonable specificity.</p>	

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				<p>for its claim that the MEM “must” have prepared the requested documents “during the preparation, and prior to the enactment, of a Ministerial Resolution.” Insofar as Renco seeks to rely on Supreme Decree No. 008-2006, cited in ¶ 3 above, that norm requires agencies to produce certain supporting documents in connection with the promulgation of laws, legislative decrees, emergency decrees, and supreme decrees, but not in connection with ministerial resolutions.</p> <p>4) Lack of Relevance and Materiality</p> <p>Claimant has failed to demonstrate that such documents are relevant to this proceeding or material to its outcome (<i>see</i> Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimant</p>	<p>4) Request No. 4 is relevant to the Treaty Case and Material to Its Outcome</p> <p>Request No. 4 seeks “[a]ll reports (informes), memoranda, “oficios,” statement of reasons (exposición de motivos), letters, emails, and other documents . . . in connection with the preparation and enactment of Ministerial Resolution No. 257-2006-MEM/DM” at Exhibit R-287.</p> <p>As Renco explains, upon DRP’s request, on 29 May 2006, the Ministry of Energy and Mines issued Ministerial Resolution No. 257-2006-MEM/DM, granting DRP an extension of two years and ten months to complete the sulfuric acid plants. Respondent’s witness, Mr. Isasi, testified that originally the Ministry of Energy and Mines considered ordering 100% of DRP’s income to be in a trust, but ultimately</p>	

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				<p>asserts that the requested documents “will provide insight into why the Ministry of Energy and Mines ultimately discarded the trust account requirement from Ministerial Resolution No. 257-2006-MEM/DM” (when Claimant refers to the “trust account requirement,” it presumably refers to the 2009 Trust Account requirement. The 2006 Trust Account requirement was not discarded, and required DRP to establish a trust account that would cover 100% of its obligations under the 2006 Extension (<i>see</i> Treaty Counter-Memorial, ¶ 247; Exhibit R-287, Art. 2)). Claimant, however, does not explain why it would be material to the outcome of the case for it to glean “insight” into the MEM’s 2006 decision not to require DRP to channel 100% of its revenues into the 2006 Trust Account.</p>	<p>decided against imposing that requirement. The Ministry of Energy and Mines ultimately decided to impose that requirement in 2009, in Supreme Decree No. 075-2009-EM, only to subsequently backtrack in Supreme Decree No. 032-2010-EM to only require DRP to contribute 20% (<i>see</i> Mem. (Treaty Case), ¶ 119).</p> <p>The requested Documents in connection with the “preparation and enactment” of Ministerial Resolution No. 257-2006-MEM/DM thus go to the very heart of the Treaty Case, because they will provide insight into why the Ministry of Energy and Mines ultimately discarded the trust account requirement from Ministerial Resolution No. 257-2006-MEM/DM, only to reinstate it again in 2009 in Supreme Decree No. 075-2009-EM to undermine Claimant’s extension.</p>	

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				In any case, the requested documents will not provide additional insight into that decision. The five documents listed above—which are already in the record—provide a detailed, complete, and authoritative explanation of the MEM’s decision to impose the 2006 Trust Account requirement.	The requested Documents in connection with the “preparation and enactment” of Ministerial Resolution No. 257-2006-MEM/DM are clearly relevant to this case and material to its outcome. Respondent asserts that the five documents it submitted into the record already “provide a detailed, complete, and authoritative explanation” of the 2006 Trust Account. But five documents cannot sufficiently provide insight into the Ministry of Energy and Mines’ true motives regarding the 2006 Trust Account. The requested Documents would serve this purpose.	
5	All documents, including reports (informes), memoranda, “oficios,” letters, emails, and other	Exhibit C-111 Memorial, ¶¶ 99–102, 192	Claimant explained in its Memorial that in March 2009, it negotiated a Memorandum of Understanding with the Peruvian Government that	Peru objects to this request for the reasons explained below. 1) Lack of Relevance and Materiality	Peru’s objections to Request No. 5 are unavailing for the following reasons.	Request granted, limited to the reports (informes), memoranda, and “oficios”

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	documents prepared by, and/or exchanged with, the Ministry of Energy and Mines and its subdivisions and/or the Ministry of Economy and its subdivisions, and/or any other Peruvian State entity as indicated in ¶ 2, in connection with the Peruvian Government’s evaluation of, and refusal to sign, the March 2009 MOU with DRP (Exhibit C-111).	Sadlowski Witness Statement, ¶ 35 Counter-Memorial, ¶¶ 262, 702–703, Isasi Witness Statement, ¶ 52.	included a PAMA extension (<i>see</i> Memorial ¶¶ 99-101). Claimant added that it believed it had reached an agreement with the Peruvian Government when, on 2 April 2009, “DRP, the concentrate suppliers, and the Government held a press conference to publicly announce that a solution had been reached” (<i>see</i> Memorial ¶ 101). The Peruvian Government, however, never signed the MOU, despite its participation in a press conference announcing that an agreement had been reached (<i>see</i> Memorial ¶ 102). Claimant argued that Peru’s about-face in that instance is part of its conduct in breach of Article 10.5 of	Claimant has failed to demonstrate that the requested documents are relevant to this proceeding or material to its outcome (<i>see</i> Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimant asserts that the requested documents “will shed light on Respondent’s contemporaneous discussions and intentions regarding DRP’s MOU and will explain Respondent’s apparent flip-flopping from announcing that an agreement with DRP had been reached to refusing to sign the MOU.” In support of this statement, Renco makes a series of misleading and false statements contained in Renco’s request. Renco alleges that the Peruvian Government committed to signing the Draft MOU but later reneged on its agreement with DRP (Treaty Memorial, ¶¶ 99-102). Peru denied this allegation in its Counter-	1) Request No. 5 is relevant to the Treaty Case and Material to Its Outcome Request No. 5 seeks “[a]ll documents, including reports (informes), memoranda, ‘oficios,’ letters, emails, and other documents . . . in connection with the Peruvian Government’s evaluation of, and refusal to sign, the March 2009 MOU with DRP” at Exhibit C-111 . As Renco explained, in March 2009, DRP and its affiliates believed the Peruvian Government agreed to sign a MOU that included a PAMA extension. The Peruvian Government, however, never signed the MOU (Mem. (Treaty Case), ¶ 101). Renco also alleged that this flip-flopping on the part of the Peruvian Government constitutes unfair and arbitrary behavior in breach of Article 10.5 of the Treaty. The requested Documents	prepared by, and/or exchanged with, the Ministry of Energy and Mines and its subdivisions or the Ministry of Economy and its subdivisions in connection with the refusal to sign, the March 2009 MOU with DRP (Exhibit C-111) from 1 March 2009 to 30 April 2009. If no administrative file was created in respect of the draft MOU, as

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	The requested documents would have been produced and/or received between 1 March 2009 and 30 April 2009.		<p>the Treaty (<i>see</i> Memorial ¶ 192).</p> <p>Respondent denies that Peru “agreed to sign an MOU agreeing to grant [DRP] an extension,” relying solely on Mr. Isasi’s witness statement to support its allegation (<i>see</i> Counter-Memorial ¶ 703). Mr. Isasi alleges in his statement, without any documentary evidence, that the Ministry of Energy and Mines “categorically opposed the terms of this memorandum [the MOU] and refused to sign it” (<i>see</i> Isasi Witness Statement ¶ 52). Yet, it cannot be disputed that on 2 April 2009, as many local news outlets reported, Economy Minister Luis Carranza and Energy and Mines Minister</p>	<p>Memorial and noted that Renco has failed to produce a single document to support its allegation (Treaty Counter-Memorial, ¶ 270). Renco now cites the Peruvian Government’s alleged “participation in a press conference announcing that an agreement had been reached,” which Renco states was reported by “many local news outlets.” Again, Renco has not submitted a single document to the record that supports this statement. Insofar as Claimant seeks to refer to Exhibit C-067, that news article (i) makes no mention of a press conference; and (ii) discusses a different deal than the one memorialized in the draft MOU (indeed, Claimant criticizes the deal reported in Exhibit C-067 as having “been of no value” (Treaty Memorial, ¶ 103)).</p> <p>This request is a fishing expedition.</p>	<p>in connection with the “Peruvian Government’s evaluation of, and refusal to sign, the March 2009 MOU with DRP” thus go directly to Renco’s claims in the Treaty Case.</p> <p>In addition, Peru engages in circular logic by arguing that “Renco has failed to produce a single document to support its allegation” that the Peruvian Government committed to signing the MOU and then later reneged, and thus Peru is under no obligation to produce Documents responsive to this Request. Claimant offers the testimony of Mr. Dennis Sadlowski in support of this allegation (<i>see</i> Mem. (Treaty Case), ¶¶ 100-103). Claimant is now requesting documentary evidence from Peru that would shed light on this issue. That is the very purpose of the document production phase.</p>	<p>suggested in the Respondent’s reasoned objections, the Respondent should so confirm after conducting a diligent search.</p>

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			<p>Pedro Sánchez participated in a press conference on behalf of the Peruvian Government with DRP and confirmed that an agreement with DRP had been reached.</p> <p>Therefore, the requested documents are relevant and materials because they will shed light on Respondent’s contemporaneous views regarding DRP’s MOU and will explain Respondent’s apparent flip-flopping from announcing that an agreement with DRP had been reached to refusing to sign the MOU.</p> <p>The requested documents are not within Claimant’s possession, custody, or control. The requested documents were produced</p>	<p>Claimant’s allegation regarding the draft MOU is mere speculation and has no support. The document production phase is not an opportunity for parties to test theories based on speculation.</p> <p>2) Overbroad</p> <p>Renco has failed to identify a sufficiently narrow and specific category of documents in its request (<i>see</i> Article 3.3(a)(ii) of the IBA Rules). The request is extremely broad, encompassing <i>all</i> documents prepared by or exchanged with <i>any</i> government entity “in connection with the Peruvian Government’s evaluation of, and refusal to sign, the March 2009 MOU with DRP.” Moreover, Claimant has failed to identify the basis on which it believes these documents exist and/or remain in Respondent’s possession. The draft</p>	<p>2) Request No. 5 is narrow and specific.</p> <p>Request No. 5 describes with reasonable specificity a narrow category of Documents in connection with the particular event of “the Peruvian Government’s evaluation of, and refusal to sign, the March 2009 MOU with DRP.” Renco also specifies that “the requested documents would have been produced and/or received between 1 March 2009 and 30 April 2009”—a time frame of less than <i>two months</i>. Contrary to its assertions that this Request is “extremely broad,” Peru should be able to identify the requested Documents in connection with its evaluation of and refusal to sign the March 2009 MOU with reasonable specificity.</p> <p>Claimant explained that the Peruvian Government negotiated the MOU</p>	

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			<p>and/or received by the Ministry of Energy and Mines and/or its subdivisions and/or the Ministry of Economy and/or its subdivisions and/or any other Peruvian State entity as indicated in ¶ 2. They are accordingly in Respondent’s possession, custody, or control.</p>	<p>MOU was prepared by DRP and its parent companies and submitted to various government agencies (<i>see</i> Isasi Witness Statement, ¶ 52). It was not prepared pursuant to a formal regulatory mechanism, and the Peruvian government agencies were not required under any law or regulation to prepare any deliberative work product related to DRP’s proposal. There is therefore no indication that the requested documents exist</p> <p>3) Unreasonable Burden to Produce</p> <p>It would be burdensome to identify all documents created and exchanged (including, <i>e.g.</i>, simple emails) in the course of evaluating an informal draft MOU that was never signed. Given that the draft MOU was not created in the course of a formal administrative</p>	<p>with DRP and its affiliates in 2009 (Mem. (Treaty Case), ¶ 101). Contrary to Peru’s assertions that there exists “no indication that the requested documents exist,” Peru should have in its possession, custody or control the requested “documents, including reports (informes), memoranda, ‘oficios,’ letters, emails, and other documents” related to the MOU. Peru’s suggestion that not a single email was exchanged between Peruvian government officials regarding the Draft MOU is not credible.</p> <p>3) It will not be an unreasonable burden for Peru to produce responsive documents to Request No. 5</p> <p>As discussed above, Request No. 5 describes with specificity a narrow category of Documents in connection with the particular event of “the</p>	

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				<p>proceeding, any related documents would not have been compiled into an administrative file. Therefore, in order to identify such documents (to the extent they exist and have been preserved over a thirteen-year period), Peru would be forced to review <i>all</i> documents and correspondence of <i>all</i> government agencies created in March and April 2009. This exercise would force the State to distract officials from the performance of their obligations to the Peruvian people. Thus, the request imposes an unreasonable burden on Peru (<i>see</i> Article 9.2(c) of the IBA Rules) and is contrary to the principle of procedural economy (<i>see</i> Article 9.2(g) of the IBA Rules).</p>	<p>Peruvian Government’s evaluation of, and refusal to sign, the March 2009 MOU with DRP” spanning a period of less than <i>two months</i>. It would <i>not</i> be unduly burdensome for Peru to search for Documents in connection with the MOU spanning a period of two months, and it would certainly <i>not</i> “distract” Peru “from the performance of their obligations to the Peruvian people.” To the contrary, during the document production phase of this proceeding, Peru is under the obligation to conduct a reasonable search for documents responsive to Claimant’s narrow and specific requests for relevant and material Documents in accordance with the principles of “fairness and equality” under Article 9.2(g) of the IBA Rules.</p> <p>In addition, Peru cannot complain that its obligations during the document production phase are</p>	

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					“distract[ing]” to its officials, when <i>Claimant</i> is the party that bears the burden of briefing <i>and</i> preparing its Reply Memorial <i>simultaneously</i> with document requests and production. It would not be unreasonably burdensome for Peru to identify and produce Documents related to the narrow and specific category of Documents in connection with the MOU.	
6	All reports (informes), memoranda, “oficios,” letters, emails, and other documents prepared by, and/or exchanged with, the Ministry of Energy and Mines and its	Exhibits C-79, C-113, R-106 Memorial, ¶¶ 127, 248, 294 Counter-Memorial, ¶¶ 353, 783-784 Isasi Witness Statement, ¶ 54	On 18 February 2010, one of DRP’s suppliers commenced bankruptcy proceedings against DRP (<i>see</i> Memorial ¶ 127). On 14 July 2010, INDECOPI (the Peruvian governmental agency that oversees bankruptcy proceedings) declared DRP to be in bankruptcy (<i>see</i> Counter-Memorial ¶ 353).	Peru objects to this request for the reasons explained below. 1) Overbroad Renco has failed to identify a sufficiently narrow and specific category of documents in its request (Article 3.3(a) of the IBA Rules). The request constitutes a fishing expedition.	Peru’s objections to Request No. 6 are unavailing for the following reasons. 1) Request No. 6 is narrow and specific. Request No. 6 describes with reasonable specificity a narrow category of Documents in connection with a specific event, namely the Ministry of Energy and Mines’	Request granted, limited to the reports (informes), memoranda, and “oficios” prepared by, and/or exchanged with, the Ministry of Energy and

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	subdivisions, the Ministry of Economy and Finance and its subdivisions, and/or any other Peruvian State entity as indicated in ¶ 2, in relation to the decision to file a US\$ 163 million credit claim against DRP in the INDECOPI bankruptcy proceedings. Since one of DRP’s suppliers commenced bankruptcy proceedings against DRP on 18 February 2010	Shinno Witness Statement, ¶ 8	Then, on 14 September 2010, the Ministry of Energy and Mines filed a US\$ 163 million credit claim against DRP before INDECOPI (Exhibit C-113). Claimant argued that the Ministry of Energy and Mines filed its US\$ 163 million credit claim against DRP to gain control over DRP’s bankruptcy proceedings and ultimately expropriate DRP, in breach of Article 10.7 of the Treaty (<i>see</i> Memorial ¶¶ 248, 294). Although Respondent alleges that the assertion of the credit was permissible under Peruvian law (<i>see</i> Counter-Memorial, ¶¶ 783–784), it has failed to submit any contemporaneous documentation explaining	The description is not specific enough. The production of all the documents described in this request could result in the production of countless irrelevant documents, particularly because Renco seeks documents “prepared by, and/or exchanged with” two different ministries, including their “subdivisions,” and even “and/or any other Peruvian State entity.” Additionally, as Renco correctly points out, the entity that filed a credit claim against DRP was the MEM. As a result, it is unclear why Peru would have to obtain documents from the Ministry of Economy and Finance and, as Renco broadly puts it, “any other Peruvian State entity as indicated in ¶ 2.” Further, the subject matter is also not	“decision to file a US \$163 million credit claim against DRP in the INDECOPI bankruptcy proceedings.” Renco also specifies that “the requested documents would have been produced and/or received between . . . 18 February 2010 up to and including 14 September 2010”—a time frame of roughly <i>seven months</i> . Thus, Peru’s assertions that this Request is “not specific enough” or constitutes a “fishing expedition” are incorrect. Moreover, Peru and its expert, Mr. Oswaldo Hundskopf, even allege that “there are no cases identical to that of DRP-MEM” before INDECOPI (Hundskopf Expert Report, ¶ 113). In light of the above, especially the specific event’s alleged uniqueness, according to Respondent, Peru should be able to identify the requested Documents	Mines and its subdivisions or the Ministry of Economy and its subdivisions in relation to the decision to file a US\$ 163 million credit claim against DRP in the INDECOPI bankruptcy proceedings from 18 February 2010 up to and including 14 September 2010.

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	(Exhibit C-79) and the Ministry of Energy and Mines filed its credit claim against DRP on 14 September 2010 (Exhibit C-113), the requested documents would have been produced and/or received between this period, i.e., from 18 February 2010 up to and including 14 September 2010.		<p>the Ministry’s decision to file a credit claim. It is also noteworthy that neither of the two fact witnesses that Respondent has presented was at the Ministry of Energy and Mines when it decided to file its credit claim against DRP in September 2010. Mr. Isasi left the Ministry of Energy and Mines on 30 May 2009 (see Isasi Witness Statement ¶ 54) and Mr. Shinno joined the Ministry in August 2011 (see Shinno Witness Statement ¶ 8).</p> <p>Accordingly, the requested documents are relevant and material to Claimant’s claim that Respondent breached Article 10.7 of the Treaty, as they will shed light on Respondent’s intentions</p>	<p>specific enough. The production of all the documents described in this request “in relation to the decision to file a US\$ 163 million credit claim against DRP in the INDECOPI bankruptcy proceedings” could result in the production of every minimal discussion “in relation to” the decision to file a US\$ 163 million credit claim against DRP in the INDECOPI bankruptcy proceedings.</p> <p>2) Unreasonable Burden to Produce</p> <p>The amount of entities Peru would have to contact in order to comply with this request would impose an unreasonable burden on Peru.</p> <p>Given the breadth of the request, Peru would have to review the files of countless entities corresponding to an irrelevant issue (as described below)</p>	<p>related to the bogus credit with relative ease.</p> <p>Peru’s assertions that it should not have to obtain documents from other government entities other than the Ministry of Energy and Mines are also completely unfounded. The Ministry of Energy and Mines’ bogus credit claim must have involved internal coordination within the Peruvian state. If other entities were involved with the US\$ 163 million credit (and thus possess relevant and material Documents to Request No. 6), these Documents are within Peru’s control and must be produced. In addition, Peru—and not MEM—is the Respondent in the Treaty Case. Peru is thus under an obligation to search for and produce relevant and material documents in its possession, custody and control, which includes the entities listed in ¶ 2 above.</p>	

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			<p>behind its decision to file a credit claim against DRP in the INDECOPI bankruptcy proceedings.</p> <p>The requested documents are not within Claimant’s possession, custody, or control. The requested documents were produced and/or received by the Ministry of Energy and Mines and/or its subdivisions, the Ministry of Economy and Finances and/or its subdivisions, and/or any other Peruvian State entity as indicated in ¶ 2. They are accordingly in Respondent’s possession, custody, or control.</p>	<p>in order to produce the requested documents.</p> <p>Peru cannot be expected to bear the burden of searching for this broad category of documents. Thus, the request is a fishing expedition that imposes an unreasonable burden on Peru (see Article 9.2(c) of the IBA Rules).</p> <p>Searching for, extracting, and processing all this information would force the State to distract officials from the performance of their obligations to the Peruvian people. This would impose an unreasonable burden on Peru, contrary to the requirements of procedural economy. (see Article 9.2 (g) of the IBA Rules).</p> <p>3) Lack of Relevance and Materiality</p>	<p>2) It will not be an unreasonable burden for Peru to produce responsive documents to Request No. 6</p> <p>As discussed above, Request No. 6 describes with specificity a narrow category of Documents in connection with a specific event, namely the Ministry of Energy and Mines’ “decision to file a US \$163 million credit claim against DRP in the INDECOPI bankruptcy proceedings,” which spans a period of roughly <i>seven months</i>. It would not be unduly burdensome for Peru to search for Documents related to Ministry’s bogus credit claim spanning a period of seven months, and it would certainly <i>not</i> “distract” Peru “from the performance of their obligations to the Peruvian people.” To the contrary, during the document production phase of this proceeding,</p>	

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				<p>Renco has failed to demonstrate that the documents it seeks are relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules).</p> <p>Renco alleges that the document “will shed light on Respondent’s intentions behind its decision to file a credit claim against DRP in the INDECOPI bankruptcy proceedings.” Claimant’s allegation is mere speculation and has no support. The document production phase is not an opportunity for parties to test theories based on speculation.</p> <p>Additionally, Renco alleges that Peru “has failed to submit any contemporaneous documentation explaining the Ministry’s decision to file a credit claim.” The question that is arguably relevant and material to Renco’s expropriation claim is whether the MEM’s credit claim</p>	<p>Peru is under the obligation to conduct a reasonable search for documents responsive to Claimant’s narrow and specific requests for relevant and material Documents in accordance with the principles of “fairness and equality” under Article 9.2(g) of the IBA Rules.</p> <p>In addition, Peru cannot complain that its obligations during the document production phase are “distract[ing]” to its officials, when <i>Claimant</i> is the party that bears the burden of briefing <i>and</i> preparing its Reply Memorial <i>simultaneously</i> with document requests and production. It would not be unreasonably burdensome for Peru to identify and produce Documents related to the narrow and specific category of Documents in connection with the MOU.</p>	

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				<p>against DRP was valid under Peruvian law, and if it was not valid (quod non), whether it is a misapplication that rises to the level of a Treaty violation. The Parties have the documents from all the local proceedings relating to the MEM’s credit claim, and access to expert opinion on the matter for each Party. Documents “explaining the Ministry’s decision to file a credit claim” are not relevant and material to the outcome of Renco’s claims.</p> <p>4) Privilege</p> <p>If Peru is ordered to produce the requested documents, Peru reserves the right to not produce any documents subject to privilege or other legal impediment (Article 9.2(b) of the IBA Rules).</p>	<p>3) Request No. 6 is relevant to the Treaty Case and Material to Its Outcome</p> <p>Request No. 6 seeks “[a]ll reports (informes), memoranda, ‘oficios,’ letters, emails, and other documents . . . in relation to the decision to file a US\$ 163 million credit claim against DRP in the INDECOPI bankruptcy proceedings.”</p> <p>Claimant explains that the Ministry of Energy and Mines filed a US\$ 163 million credit claim against DRP before INDECOPI at Exhibit C-113. Renco alleged in its Memorial that the Ministry of Energy and Mines filed its US\$ 163 million credit claim against DRP to gain control over DRP’s bankruptcy proceedings and ultimately expropriate DRP, in breach of Article 10.7 of the Treaty</p>	

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					<p>(see Mem. (Treaty Case) ¶¶ 248, 294).</p> <p>The requested Documents in connection with Ministry of Energy and Mines’ bogus credit claim thus go directly to Renco’s claims and are relevant to the Treaty Case and material to its outcome.</p> <p>Peru’s assertions that it is “mere speculation” that the requested Documents would “shed light on Respondent’s intentions behind its decision to file a credit claim” are puzzling. The requested Documents would undoubtedly shed light on Respondent’s true intentions behind its decision. Peru’s suggestion that Renco should look to the local proceedings are similarly unfounded. That the Parties have access to the “documents from all the local proceedings relating to the MEM’s credit claim” has no bearing on the</p>	

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					fact that the requested Documents are relevant to the Treaty Case and material to its outcome. 4) Privilege To the extent that Peru is withholding any Document partially or wholly on the basis of a privilege or legal impediment under Article 9.2(b) of the IBA Rules, Peru must note such Document in a privilege log showing its date and a description thereof.	
7	Legal report (informe legal) prepared by Dr. Alejandro Alfageme Rodriguez Larrain for the Ministry of Energy and Mines regarding whether the	Exhibits C-79, C-113, R-106 Memorial, ¶¶ 127, 248, 294 Counter-Memorial, ¶¶ 353, 783-784	On 18 February 2010, one of DRP’s suppliers commenced bankruptcy proceedings against DRP (<i>see</i> Memorial ¶ 127). On 14 July 2010, INDECOPI (the Peruvian governmental agency that oversees bankruptcy proceedings) declared DRP to be in bankruptcy (<i>see</i>	Peru objects to this request for the reasons explained below. 1) Requested Documents Are Not in Peru’s Possession, Custody, or Control Renco has failed to identify the basis on which it believes these documents exist and are within Peru’s	Peru’s objections to Request No. 7 are unavailing for the following reasons. 1) Requested Documents are in Peru’s Possession, Custody or Control Despite Peru’s assertions to the contrary, the IBA Rules do not require Renco to provide basis for its	Request granted, subject to the provision of a privilege log in relation to any documents not produced

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
	<p>remaining amount that DRP had planned to invest in the Copper Circuit sulfuric acid plan project constituted a debt in the Ministry's favor.</p> <p>Claimant understands that Dr. Alfageme submitted his report to the Ministry of Energy and Mines sometime between 18 February 2010 and 31 July 2012.</p>		<p>Counter-Memorial ¶ 353). Then, on 14 September 2010, the Ministry of Energy and Mines filed a US\$ 163 million credit claim against DRP before INDECOPI (Exhibit C-113).</p> <p>Claimant argued that the Ministry of Energy and Mines filed its US\$ 163 million credit claim against DRP to gain control over DRP's bankruptcy proceedings and ultimately expropriate DRP, in breach of Article 10.7 of the Treaty (<i>see</i> Memorial ¶¶ 248, 294). Respondent alleges that the assertion of the credit was permissible under Peruvian law (<i>see</i> Counter-Memorial, ¶¶ 783–784). However, Claimant understands that the Ministry of Energy and</p>	<p>possession, custody, or control (Article 3(c)(ii) of the IBA Rules). Renco merely states that “Claimant understands that the Ministry of Energy and Mines received a legal report (<i>informe legal</i>) from Dr. Alejandro Alfageme Rodriguez Larrain.” Renco must provide a basis for its alleged understanding that a certain document exists.</p> <p>2) Overbroad Renco has failed to identify a sufficiently narrow timeframe for the requested documents (Articles 3.3(a) of the IBA Rules). It is not reasonable for Renco merely to speculate without any substantiation that a document may exist and require Peru to search for this document across a 17-month time frame. The document production phase is not an opportunity for parties to test theories based on speculation.</p>	<p>understanding that a certain document exists. Claimant has already explained, in accordance with Article 3.3(c)(ii), that the requested Document was received by the Ministry of Energy and Mines and/or its subdivisions. Indeed, Peru should have in its possession, custody or control a legal report that was prepared <i>for</i> the Ministry of Energy and Mines.</p> <p>2) Request No. 7 is narrow and specific.</p> <p>Request No. 7 provides a specific description of <i>one expert report</i>. Request No. 7 provides (i) the name of the expert, (ii) the topic of the report (“whether the remaining amount that DRP had planned to invest in the Copper Circuit sulfuric acid plan project constituted a debt in the Ministry's favor”), <i>and</i> (iii) the relevant timeframe (between 18</p>	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
			<p>Mines received a legal report (<i>informe legal</i>) from Dr. Alejandro Alfageme Rodriguez Larrain, who worked as an advisor to the Ministry at the time, advising the Ministry that the credit it was asserting against DRP had no basis under Peruvian law.</p> <p>Accordingly, the requested document is relevant and material to Claimant’s claim that Respondent breached Article 10.7 of the Treaty, as it will show that the Ministry of Energy and Mines asserted a US\$ 163 million credit claim against DRP that it knew was baseless under Peruvian law, simply to gain control over DRP’s</p>	<p>(3) Lack of Relevance and Materiality</p> <p>Renco has failed to demonstrate that the documents it seeks are relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Renco alleges “the requested document is relevant and material to Claimant’s claim that Respondent breached Article 10.7 of the Treaty [(i.e., expropriation)].” As Peru explained in its Counter-Memorial, even “if the Tribunal were to entertain Claimant’s discrimination allegation it would still fail: Claimant has not identified a comparator in ‘like circumstances.’” (Treaty Counter-Memorial, ¶ 460). As a result, the requested document would have no bearing on the outcome of Renco’s expropriation</p>	<p>February 2010 and 31 July 2012). Contrary to Peru’s assertion, it is reasonable for Renco to request that Peru search for <i>one document</i>, especially when the Request has described the Document with particularized specificity.</p> <p>3) Request No. 7 is relevant to the Treaty Case and Material to Its Outcome</p> <p>Request No. 7 seeks a “[l]egal report (<i>informe legal</i>) prepared by Dr. Alejandro Alfageme Rodriguez Larrain for the Ministry of Energy and Mines regarding whether the remaining amount that DRP had planned to invest in the Copper Circuit sulfuric acid plan project constituted a debt in the Ministry’s favor.”</p> <p>The Ministry of Energy and Mines filed a US\$ 163 million credit claim</p>	

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			<p>bankruptcy proceedings and ultimately expropriate DRP.</p> <p>The requested document is not within Claimant’s possession, custody, or control. The requested document was received by the Ministry of Energy and Mines and/or its subdivisions. It is accordingly in Respondent’s possession, custody, or control.</p>	<p>claim.</p> <p>Further, Renco alleges that the document “will show that the Ministry of Energy and Mines asserted a US\$ 163 million credit claim against DRP that it knew was baseless under Peruvian law.” Assuming this document exists and assuming the document supports Renco’s argument under Peruvian law regarding “whether the remaining amount that DRP had planned to invest in the Copper Circuit sulfuric acid plan project constituted a debt in the Ministry’s favor,” the document would not, as Renco alleges, support the notion that the MEM “knew [its credit claim] was baseless under Peruvian law.” At most, the document would serve to demonstrate that there are differing opinions regarding the interpretation of the legal issue under Peruvian law, but</p>	<p>against DRP before INDECOPI. Renco alleged in its Memorial that the Ministry of Energy and Mines filed its US\$ 163 million credit claim against DRP to gain control over DRP’s bankruptcy proceedings and ultimately expropriate DRP, in breach of Article 10.7 of the Treaty (<i>see</i> Mem. (Treaty Case) ¶¶ 248, 294). Between 2010-2012, the Ministry of Energy and Mines received a legal report (<i>informe legal</i>) from Dr. Alejandro Alfageme Rodriguez Larrain, who worked as an advisor to the Ministry at the time, advising the Ministry that the credit it was asserting against DRP had no basis under Peruvian law.</p> <p>The requested report will show that the Ministry of Energy and Mines was on notice that the bogus credit claim was baseless under Peruvian law, and that the Ministry asserted it simply to gain control over DRP’s</p>	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				<p>the existence of a different opinion is not material to the question of whether Peru expropriated DRP. Renco fails to explain how the opinion of “Dr. Alfageme” would be material to the outcome of the case and permit the Tribunal to rule, based on that opinion, INDECOPI has incorrectly interpreted Peruvian law in a way that rises to the level of expropriation under the Treaty.</p> <p>(4) Privilege</p> <p>If Peru is ordered to produce the requested document to respond to this request, Peru reserves the right to not produce any documents subject to privilege or other legal impediment (Article 9.2(b) of the IBA Rules). As Renco has described the document, it appears to be a legal report issued to the Ministry of Energy and Mines, and to the extent that it exists, Peru</p>	<p>bankruptcy proceedings and ultimately expropriate DRP. The requested Document thus goes directly to Renco’s claims. Peru, however, mistakenly asserts that “at most” the requested Document would only serve to demonstrate a mere “differing opinion.” To the contrary—<i>at the very least</i>—the requested Document would show that Peru was on notice that its actions, which ultimately culminated in the expropriation of Renco’s investment, were in breach of its own laws. The requested Document is thus relevant to the Treaty Case and material to its outcome.</p> <p>4) Privilege</p> <p>To the extent that Peru is withholding any Document partially or wholly on the basis of a privilege or legal impediment under Article 9.2(b) of the IBA Rules, Peru must note such</p>	

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				reserves the right to not produce the document if it is protected by privilege or other legal impediment.	document in a privilege log showing its date and a description thereof.	
8	All internal reports prepared by María del Rosario Patiño Marca, Advisor to the Ministry of Energy and Mines, regarding the bankruptcy proceedings and the meetings of the Creditors Committee, for the Minister of Energy and Mines, the Vice-Minister of Mines, the Secretary-General of the Ministry of	Exhibits R-114, R-119 Memorial, ¶¶ 140 <i>et seq.</i> , ¶¶ 222 <i>et seq.</i> , ¶¶ 247 <i>et seq.</i> Counter-Memorial, ¶¶ 385 <i>et seq.</i>	In January 2012, after INDECOPI approved DRP’s creditors, the Creditors Committee of DRP was formed (<i>see</i> Counter-Memorial ¶ 385). The Creditors Committee guided the bankruptcy proceedings of DRP. In the course of the bankruptcy proceedings, DRP submitted several reasonable restructuring plans, which the Ministry of Energy and Mines helped to defeat (<i>see</i> Memorial ¶¶ 140 <i>et seq.</i>). Claimant argued that the Ministry’s opposition to DRP’s reasonable restructuring plans breached Article 10.5 of the Treaty	Peru objects to this request for the reasons explained below. 1) Overbroad Renco has not provided a specific enough description of the category of requested Documents (Article 3.3(a) of the IBA Rules). The request constitutes a fishing expedition. The description is not specific enough. The production of all internal reports “regarding the bankruptcy proceedings and the meetings of the Creditors Committee” would result in the production of countless irrelevant documents, particularly over a five-year period, and reports prepared for four different entities (i.e., “the	Peru’s objections to Request No. 8 are unavailing for the following reasons. 1) Request No. 8 is narrow and specific. Request No. 8 describes with reasonable specificity a narrow category of Documents (internal reports prepared by María del Rosario Patiño) regarding specific events, namely “bankruptcy proceedings and the meetings of the Creditors Committee[.]” Claimant also specifies a relevant time frame between 16 August 2010 and 31 December 2015. Peru’s allegations that the Request “is not specific enough” and constitutes a	Request granted, subject to the provision of a privilege log in relation to any documents not produced

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	<p>Energy and Mines and the Cabinet of Advisors (Gabinete de Asesores).</p> <p>Claimant requests all such internal reports produced between 16 August 2010 and 31 December 2015.</p>		<p>(<i>see</i> Memorial ¶¶ 222 <i>et seq.</i>) and led to the expropriation of DRP, in breach of Article 10.7 of the Treaty (<i>see</i> Memorial ¶¶ 247 <i>et seq.</i>).</p> <p>Respondent denies Claimant’s arguments (<i>see</i> Counter-Memorial ¶¶ 386 <i>et seq.</i>) by relying on the witness statement of Guillermo Shinno Huamaní as well as documents that either Claimant submitted in the arbitration record (<i>see, e.g., Exhibit C-231</i>) or that Claimant would have received, including certain letters from Ms. Patiño to Mr. Rennert and Mr. Sadlowski (<i>see, e.g., Exhibits R-114, R-119</i>). However, Respondent has failed to submit into the arbitration record any</p>	<p>Minister of Energy and Mines, the Vice-Minister of Mines, the Secretary-General of the Ministry of Energy and Mines and the Cabinet of Advisors”). As is evident from some of the Creditors’ Meeting Minutes that are in the record, in the context of the “bankruptcy proceedings,” the parties discussed countless issues that are irrelevant to the outcome of this arbitration (<i>see generally Exhibits R-107; R-108; R-109; R-110; C-231; R-122; R-112; R-123</i>).</p> <p>The time limit of the request is also unreasonable. Claimant provides no explanation for why documents that are relevant and material to the outcome of the case would exist in the proposed five-year period.</p> <p>2) Unreasonable Burden to Produce</p> <p>Given the breadth of the request, Peru</p>	<p>“fishing expedition” are incorrect. It is clear that Request No. 8 <i>only</i> seeks Documents related to <i>DRP’s</i> bankruptcy proceedings and the related Creditors Committee meetings. Thus, Peru should be able to identify the requested Documents prepared by María del Rosario Patiño in connection with the specific events described above with reasonable specificity.</p> <p>2) It will not be an unreasonable burden for Peru to produce responsive documents to Request No. 8</p> <p>As discussed above, Request No. 8 describes with specificity a narrow category of Documents in connection with specific events, namely the “bankruptcy proceedings and the meetings of the Creditors Committee, for the Minister of Energy and Mines, the Vice-Minister of Mines, the</p>	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
			<p>internal contemporaneous documents, including those reports that Ms. Patiño prepared for the Minister of Energy and Mines, the Vice-Minister of Mines, the Secretary-General of the Ministry of Energy and Mines and the Cabinet of Advisors (<i>Gabinete de Asesores</i>) regarding the bankruptcy proceedings and the meetings of the Creditors Committee. Those reports that Ms. Patiño prepared are relevant and material to Claimant’s claim that Respondent breached Articles 10.5 and 10.7 of the Treaty, as they will shed light on the Ministry of Energy and Mines’ contemporaneous views</p>	<p>would have to review the files of four entities corresponding to an unspecified subject over a five-year period in order to produce the requested documents.</p> <p>Peru cannot be expected to bear the burden of searching for this broad category of documents. Thus, the request is a fishing expedition that imposes an unreasonable burden on Peru (see Article 9.2(c) of the IBA Rules).</p> <p>Searching for, extracting, and processing all this information would force the State to distract officials from the performance of their obligations to the Peruvian people. This would impose an unreasonable burden on Peru, contrary to the requirements of procedural economy. (see Article 9.2 (g) of the IBA Rules).</p>	<p>Secretary-General of the Ministry of Energy and Mines and the Cabinet of Advisors (<i>Gabinete de Asesores</i>).” Claimant also specifies a relevant timeframe of five years. It would not be unreasonably burdensome for Peru to identify and produce Documents prepared by María del Rosario Patiño Marca, regarding the bankruptcy proceedings and aforementioned meetings.</p> <p>Peru also asserts that collecting and producing Ms. Patiño’s reports related to DRP’s bankruptcy proceedings and related Creditors Committee meetings would “force the State to distract officials from the performance of their obligations to the Peruvian people,” purportedly in contravention of Article 9.2(g) of the IBA Rules. This is not true. Article 9.2(g) provides that the Tribunal should be guided by “considerations of procedural economy,</p>	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
			<p>regarding DRP’s reasonable restructuring plans.</p> <p>The requested documents are not within Claimant’s possession, custody, or control. The requested documents were produced and/or received by the Ministry of Energy and Mines and/or its subdivisions. They are accordingly in Respondent’s possession, custody, or control.</p>	<p>3) Lack of Relevance and Materiality</p> <p>Renco has failed to demonstrate that the documents it seeks are relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules).</p> <p>In particular, Renco has failed to demonstrate how “all internal reports” would be relevant and material to Claimant’s claim that Respondent breached Articles 10.5 and 10.7 of the Treaty. As discussed above, in the context of the bankruptcy proceedings over the five-year period, the parties discussed countless issues that are irrelevant to the outcome of this arbitration (<i>see generally Exhibits R-107; R-108; R-109; R-110; C-231; R-122; R-112; R-123</i>).</p>	<p>proportionality, fairness or equality of the Parties[.]”</p> <p>It would not be unduly burdensome for Peru to search for reports prepared by one individual related to DRP’s bankruptcy proceedings spanning a period of five years, and it would certainly <i>not</i> “distract” Peru “from the performance of their obligations to the Peruvian people.” To the contrary, during the document production phase of this proceeding, Peru is under the obligation to conduct a reasonable search for documents responsive to Claimant’s narrow and specific requests for relevant and material Documents in accordance with the principles of “fairness and equality” under Article 9.2(g).</p> <p>In addition, Peru cannot complain that its obligations during the document production phase are</p>	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				<p>Regarding Renco’s allegations that the requested documents would “shed light on the Ministry of Energy and Mines’ contemporaneous views regarding DRP’s reasonable restructuring plans,” the MEM’s contemporaneous views are already in the record. As Renco correctly points out, Peru has offered not only the witness statement of Guillermo Shinno Huamaní, but it has also offered multiple contemporaneous documents that reflect the MEM’s contemporaneous views regarding DRP’s restructuring plans (<i>see, e.g., Exhibits C-231, R-114, R-119</i>).</p> <p>Further, as Peru points out in its Counter-Memorial, the Board of Creditors, not the MEM, guides the bankruptcy. In that respect, DRP’s restructuring plans were rejected by the Board of Creditors for being Unviable. (<i>See Treaty Counter-</i></p>	<p>“distract[ing]” to its officials, when <i>Claimant</i> is the party that bears the burden of briefing <i>and</i> preparing its Reply Memorial <i>simultaneously</i> with document requests and production.</p> <p>3) Request No. 8 is relevant to the Treaty Case and Material to Its Outcome</p> <p>Request No. 8 seeks “[a]ll internal reports prepared by María del Rosario Patiño Marca . . . regarding the bankruptcy proceedings and the meetings of the Creditors Committee, for the Minister of Energy and Mines, the Vice-Minister of Mines, the Secretary-General of the Ministry of Energy and Mines and the Cabinet of Advisors (Gabinete de Asesores).”</p> <p>Claimant explained that in the course of the bankruptcy proceedings, DRP submitted several reasonable restructuring plans, which the</p>	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				<p>Memorial, ¶¶ 794-798). For example, Cormin – a third party who was DRP’s biggest supplier – was not persuaded by DRP’s restructuring plan, noting that DRP’s conditions for financing the project amounted to “blackmail” (chantaje), and were utterly unacceptable. (Treaty Counter-Memorial, ¶ 796; Exhibit C-231). As a result, the requested documents are not relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules).</p> <p>4) Privilege</p> <p>If Peru is ordered to produce the requested document to respond to this request, Peru reserves the right to not produce any documents subject to privilege or other legal impediment (Article 9.2(b) of the IBA Rules).</p>	<p>Ministry of Energy and Mines helped to defeat (<i>see</i> Mem. (Treaty Case), ¶¶ 140 <i>et seq.</i>). Claimant argued that the Ministry’s opposition to DRP’s reasonable restructuring plans constitutes unfair and arbitrary actions in breach of Article 10.5 of the Treaty (<i>see</i> Mem. (Treaty Case), ¶¶ 222 <i>et seq.</i>) and led to the expropriation of DRP, in breach of Article 10.7 of the Treaty (<i>see</i> Mem. (Treaty Case), ¶¶ 247 <i>et seq.</i>). Peru’s self-serving assertions that “DRP’s restructuring plans were rejected by the Board of Creditors for being Unviable” have no bearing on the relevance and materiality of the requested Documents, as discussed above.</p> <p>The requested reports that Ms. Patiño prepared are relevant and material, as they will shed light on the Ministry of Energy and Mines’ contemporaneous views regarding DRP’s reasonable</p>	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
					<p>restructuring plans. The requested Documents thus directly go to Renco’s claim that Peru breached Articles 10.5 and 10.7 of the Treaty.</p> <p>Respondent suggests that “the MEM’s contemporaneous views are already in the record.” But the witness testimony and documents that Respondent submitted into the record provide insufficient insight into the Ministry of Energy and Mines’ true motives regarding DRP’s restructuring plans. The requested Documents would serve this purpose.</p> <p>4) Privilege</p> <p>To the extent that Peru is withholding any Document partially or wholly on the basis of a privilege or legal impediment under Article 9.2(b) of the IBA Rules, Peru must note such document in a privilege log showing its date and a description thereof.</p>	

Annex B
Respondent’s Redfern Schedule

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
1.	Documents of DRP, Renco, DRRC, and/or DRCL from October 1997 to October 2009 that explain, summarize, detail, address, discuss, or analyze DRP’s planned capital expenditures timeline (if different than as specified in IK-019 , 10 Year Master Plan Report, Fluor Daniel, September 1998). (Treaty Case)	<p>Renco alleges in its Treaty Memorial (¶¶ 6, 189, 205, 291) that it spent over USD 300 million on its “PAMA projects.” In support, Renco only submits Exhibit C-141, October 2009 PowerPoint, which in slide 19 allegedly shows “the total amounts spent on the PAMA and related projects” (<i>see</i> footnote 237 of Renco’s Memorial).</p> <p>With its Treaty Counter-Memorial, Peru submitted as an exhibit the report Flour Daniel produced in September 1998 for DRP Management called the 10-Year Master Plan (“Master Plan”) (<i>see</i> IK-019), which outlined the projects required to accomplish DRP’s production goals at the Facility and the PAMA obligations from 1998 through year 2007 (<i>see</i> Kunsman Expert Report, ¶ 69). However, as pointed out in paragraph 70 of the Kunsman Expert Report, DRP’s audited financial statements note “that the total estimated investment amount changed over time.”</p> <p>As a result, there is a discrepancy regarding DRP’s planned capital expenditures as outlined in the Master Plan versus what was reported in DRP’s audited financial statements.</p>		<p>Claimant Renco objects to Request No. 1 for the following reasons.</p> <p><i>First</i>, Request No. 1 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed.</p> <ul style="list-style-type: none"> - Request No. 1 spans a period of 12 years, from October 1997 to October 2009. - In what is clearly a fishing expedition to find anything remotely helpful to Peru’s position in the Treaty Case, Request No. 1 seeks all Documents that “explain, summarize, detail, address, discuss, or analyze” DRP’s planned capital expenditures if it is at all “different than as specified” in IK-019. However, Peru does not provide any explanation of the significance of the IK-019 document, other than that it is a “report Fluor Daniel produced in September 1998 for DRP Management”. - Peru also fails to state with any specificity what kind of Documents would be responsive 	<p>Disputed Matters</p> <p>Claimant objects to this request on the following grounds.</p> <p><u>First</u>, Claimant alleges that Peru has failed to identify a narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA Rules, identification “<i>with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared</i>” is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement.</p> <p>Here, Peru requested documents: (a) of DRP, Renco, DRRC, and/or DRCL; (b) from October 1997 to October 2009; (c) explaining, summarizing, detailing, addressing, discussing, or analyzing;</p>	Request denied.

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		<p>The requested Documents are relevant to the Treaty Case and material to its outcome because, in part, Renco claims that it was not afforded fair and equitable treatment because of the “radical transformation and expansion of DRP’s undertaking to improve the Complex’s environmental performance[.]” (Treaty Memorial, ¶ 202). The requested documents will allow Peru and the Tribunal to fully evaluate and determine the true cause of DRP’s failure to comply with its PAMA and STA obligations and the true cause of DRP’s financial downfall.</p>		<p>to Request No. 1. This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request.</p> <p><i>Second</i>, Request No. 1 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Contrary to Peru’s assertions, documents related to DRP’s planned capital expenditures, which would purportedly show “the true cause of DRP’s failure to comply with its PAMA and STA obligations,” have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim against DRP, and (iii) interfering with DRP’s restructuring plans. 	<p>(d) DRP’s planned capital expenditures timeline (if different than as specified in IK-019, 10 Year Master Plan Report, Fluor Daniel, September 1998). This is a narrow time frame and subject. It relates to documents from identified entities, within a specific time frame and in respect to a particular subject.</p> <p>With respect to the 12-year timeframe, the dates are intentional, specific, and with a strong basis, because the period from October 1997 to July 2010 represents the period from the signing of the STA to the date DRP had to complete the Sulfuric Acid Plant Project under the 2006 Extension.</p> <p>Renco also claims that Peru does not provide any explanation of the significance of the IK-019 document, that argument is incorrect. In its request, Peru noted that IK-019 “outlined the projects required to accomplish</p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<ul style="list-style-type: none"> - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that “the bulk” of Claimant’s claims falls “outside of the jurisdiction <i>ratione temporis</i> of the Treaty” and that “this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty’s entry into force on 1 February 2009” (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over “the bulk” of Renco’s Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty’s entry into force, while on the other hand ask for documents as it does in Request No. 1 that are related to events and time periods that it alleges are not within the Tribunal’s jurisdiction. <p><i>Third</i>, Request No. 1 is unreasonably burdensome and Renco should not have</p>	<p>DRP’s production goals at the Facility and the PAMA obligations from 1998 through year 2007.” It cannot be a serious argument that the projects required to accomplish DRP’s PAMA obligations, as well as the plan to reach that goal, is not relevant and material to the outcome of the arbitration.</p> <p>Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines “Documents” in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP’s major decision to drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings.</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>to search for, collect, review, and produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - As explained above, the scope and timeframe of Peru’s Request No. 1 are incredibly broad. - Peru also fails to state with any specificity what kind of Documents would be responsive to Request No. 1. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created between 13 and 25 years ago. 	<p><u>Secondly</u>, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the requested documents, which relate to the true cause of DRP’s failure to comply with its PAMA and STA obligations, “have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA”; and (b) given that Peru alleges that the bulk of Claimant’s claims fall outside of the jurisdiction <i>ratione temporis</i> of the Treaty, Peru cannot request documents that pre-date February 1, 2009.</p> <p>Submission (a) is incorrect. While it is true that Peru maintains that its actions do not amount to a Treaty violation, Peru notes that if the Tribunal were to analyze whether the MEM’s decision to condition the extension of time to complete the</p>	

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					<p>Sulfuric Acid Plant Project was justified, then the question of whether Renco and DRRC contributed to the financial downfall of DRP or the alleged destruction of its investment will be relevant and material to the outcome of the case.</p> <p>Additionally, Peru, with the limited information available to it, has already put forth evidence that demonstrates Renco's actions compromised DRP's ability to meet its obligations (<i>See Counter-Memorial</i>, § II.C.1). As a result, Peru has valid reason to believe that these documents will provide the Tribunal with evidence that is material to the outcome of the case.</p> <p>Submission (b) is equally baseless. Peru maintains its position that "the bulk" of Claimant's claims falls "outside of the jurisdiction <i>ratione temporis</i> of the Treaty because they are based on facts that pre-date</p>	

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					<p>the Treaty’s entry into force on 1 February 2009. However, and quite obviously, the tribunal has not yet decided upon this issue and until it does – and because Claimant rely on these facts for its claims – Peru has the right prepare and present its defense case with documents that relate to those facts. As Peru has stated in the introductory paragraphs to this Redfern, “The Request is made without prejudice to the arguments on jurisdiction and the merits formulated by Peru and Activos Mineros in their Counter-Memorials in the Matters, or that they may formulate in subsequent briefs.” Further, while Peru’s objection is that the tribunal does not have jurisdiction over this dispute, because it is based on acts or facts that occurred prior to the entry into force of the Treaty, or on acts or facts that are deeply rooted in pre-treaty acts, there are pre-treaty</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>facts are relevant for Peru's objection and are therefore material and relevant to the outcome of the case. In any event, Renco's objection is grossly disingenuous, because in Renco's Counter-Memorial on Peru's 10.20.5 Objections, Renco stated the following: "[T]he foregoing does not prevent the Tribunal from considering facts prior to February 1, 2009. Like many other tribunals, the Berkowitz tribunal and others consistently have held 'that events or conduct prior to the entry into force of an obligation for the respondent State may be relevant in determining whether the State has subsequently committed a breach of the obligation.'" (See Claimant's Counter-Memorial on 10.20.5 Objections, ¶ 74). Additionally, in the same Counter-Memorial, Renco proceeded to discuss acts and facts that occurred prior to the entry into force</p>	

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					<p>of the Treaty under the heading "Relevant factual background." Renco's objection to Peru's document requests on this basis cannot be serious.</p> <p><u>Thirdly</u>, Claimant argues that this request is "unreasonably burdensome". This is incorrect. As stated above, Peru has identified a narrow category of documents (a) of Renco and/or DRRC; (b) in a specific time frame; and (c) related to a particular subject. Contrary to Claimant's assertion, Peru is not requesting any kind of documents but only those that relate to DRP's planned capital expenditures timeline, which as discussed above, is relevant and material to the case given the serious questions regarding DRP's operations. Claimant should be familiar with these documents.</p> <p>Additionally, Claimant asserts that Respondent</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>does not state with any specificity what type of Documents would be responsive. Respondent, however, defines “Documents” in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP’s major decision to drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings.</p> <p><u>Request for Resolution</u> Peru request that Claimant be ordered to disclose the requested documents.</p>	
2.	Documents of DRP, Renco, DRRC, and/or DRCL from October 1997 to July 2010 that explain, summarize, detail, address, discuss, or analyze DRP’s spend per the financial statements and the	Renco alleges that DRP spent over USD 300 million on its PAMA projects and additional projects and complains that this is “three times the approximate US\$ 107 million estimated by Centromin” (Treaty Memorial, ¶ 6). In support of this spend, Renco submitted Exhibit C-141 , October 2009 PowerPoint, which in slide 19 allegedly shows “the total amounts spent		<p>Claimant Renco objects to Request No. 2 for the following reasons.</p> <p><i>First</i>, Request No. 2 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed.</p>	<p>Disputed Matters Claimant objects to this request on the following grounds.</p> <p><u>First</u>, Claimant alleges that Peru has failed to identify a narrow and specific category of documents.</p>	Request granted limited to documents of DRP and Renco.

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	amount spent on PAMA Projects versus modernization. (Treaty Case)	<p>on the PAMA and related projects” (<i>see</i> footnote 237 of Renco’s Memorial). Claimant has failed to provide information to demonstrate exactly how much was spent on PAMA projects versus modernization.</p> <p>Further, financial expert Isabel Kunsman highlights that Renco’s alleged, original estimate of USD 107 million for PAMA projects and modernization is disingenuous, because in the original PAMA Centromin contemplated that DRP should have expected to spend at least USD 248.4 million on its PAMA projects and modernization (<i>see</i> Kunsman Expert Report, ¶¶ 36-37 and IK-001, Programa de Adecuación y Manejo Ambiental PAMA – Complejo Metalúrgico La Oroya, pp. 153-156). The USD 248.4 million total is found by adding the original estimate for DRP’s PAMA projects, USD 107.5 million, and the original estimate for modernization, USD 140.9 million (<i>see</i> Kunsman Expert Report, ¶¶ 36-37 and IK-001, Programa de Adecuación y Manejo Ambiental PAMA – Complejo Metalúrgico La Oroya, pp. 153-156).</p> <p>The requested Documents are relevant to the Treaty Case and material to its outcome because, in part, Renco claims that it was not afforded fair and equitable treatment because of the “radical</p>		<ul style="list-style-type: none"> - Request No. 2 spans a period of 13 years, from October 1997 to July 2010. - It also seeks all Documents that “explain, summarize, detail, address, discuss, or analyze DRP’s spend . . . and the amount spent on PAMA Projects versus modernization” (emphasis added) from multiple entities. - Peru also fails to state with any specificity what kind of Documents would be responsive to Request No. 2. This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. <p><i>Second</i>, Request No. 2 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Peru itself recognizes that its Request No. 2 is irrelevant, alleging that “the amount DRP spent on PAMA projects and modernization is irrelevant for the Treaty claim.” - Renco agrees that DRP’s spending and the amounts spent 	<p>This is incorrect. As explained in the commentary on the IBA Rules, identification “with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared” is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement.</p> <p>Here, Peru requested documents: (a) of DRP, Renco, DRRC, and/or DRCL; (b) from October 1997 to July 2010; (c) explaining, summarizing, detailing, addressing, discussing, or analyzing; (d) DRP’s spend per the financial statements and the amount spent on PAMA Projects versus modernization. This is a narrow time frame and subject. It relates to documents from identified entities, within a specific time frame and in respect to a particular subject. Claimant claims that Peru</p>	

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		<p>transformation and expansion of DRP’s undertaking to improve the Complex’s environmental performance” (Treaty Memorial, ¶ 202). Without prejudice to Peru’s position that the amount DRP spent on PAMA projects and modernization is irrelevant for the Treaty claim as DRP assumed the risk and exercised due diligence prior to signing the STA, the requested information would allow the Tribunal to evaluate the accuracy of Renco’s allegations, which form the basis of its fair and equitable treatment claims.</p>		<p>on PAMA Projects versus modernization have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA.</p> <ul style="list-style-type: none"> - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP’s restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that “the bulk” of Claimant’s claims falls “outside of the jurisdiction <i>ratione temporis</i> of the Treaty” and that “this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty’s entry into force on 1 February 2009” 	<p>fails to identify the kinds of documents, but that is incorrect. The documents would relate to the amount that was spent on the PAMA Projects and PAMA modernization.</p> <p>With respect to the 13-year timeframe, the dates are intentional, specific, and with a strong basis, because the period from October 1997 to July 2010 represents the period from the signing of the STA to the date INDECOPI declared DRP in bankruptcy.</p> <p>Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines “Documents” in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP’s major decision to drastically transform its</p>	

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				<p>(Counter-Mem. (Treaty Case), ¶ 28).</p> <ul style="list-style-type: none"> - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over “the bulk” of Renco’s Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty’s entry into force, while on the other hand ask for documents as it does in Request No. 2 that are related to events and time periods that it alleges are not within the Tribunal’s jurisdiction. <p><i>Third</i>, Request No. 2 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - As explained above, the scope and timeframe of Peru’s Request No. 2 are incredibly broad. - Peru also fails to state with any specificity what kind of Documents would be responsive to Request No. 2. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all 	<p>modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings.</p> <p><u>Secondly</u>, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) Peru has recognized that “the amount DRP spent on PAMA projects and modernization is irrelevant for the Treaty claim;” (b) the requested documents, which relate to the true cause of DRP’s failure to comply with its PAMA and STA obligations, “have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA”; and (c) given that Peru alleges that the bulk of Claimant’s claims fall outside of the jurisdiction <i>ratione temporis</i> of the Treaty, Peru cannot request documents that pre-date February 1, 2009.</p>	

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				created between 12 and 25 years ago.	Submission (a) is a nonstarter. Many issues are in dispute and will need to be decided by the Tribunal. Peru's position is, and continues to be, that it is irrelevant how much DRP spent on the PAMA Projects and PAMA modernization. Peru explains why that is the case in its Counter-Memorial and maintains its position. However, Renco has made much of the fact that DRP allegedly spent approximately USD 300 million on the Facility, as an attempt to demonstrate positive efforts by DRP and to demonstrate that Peru's behavior was a violation of the Treaty. Renco has also omitted key evidence from the record in an attempt to paint the MEM's decision to condition the 2009 Extension as a violation of the Treaty. Renco attempts to make those alleged facts relevant, and therefore Peru has the right to defend and question those allegations,	

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					<p>particularly if they are being used by Renco to bolster their claims.</p> <p>Submission (b) is incorrect. In addition to Peru's response to submission (a), while it is true that Peru maintains that its actions do not amount to a Treaty violation, Peru notes that if the Tribunal were to analyze whether the MEM's decision to condition the extension of time to complete the Sulfuric Acid Plant Project was justified, then the question of whether Renco and DRRC contributed to the financial downfall of DRP or the alleged destruction of its investment will be relevant and material to the outcome of the case.</p> <p>Additionally, Peru, with the limited information available to it, has already put forth evidence that demonstrates Renco's actions compromised DRP's ability to meet its obligations (<i>See Counter-</i></p>	

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					<p>Memorial, § II.C.1). As a result, Peru has valid reasons to believe that these documents will provide the Tribunal with evidence that is material to the outcome of the case.</p> <p>Submission (c) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1.</p> <p><u>Thirdly</u>, Claimant argues that this request is “unreasonably burdensome”. This is incorrect. As stated above, Peru has identified a narrow category of documents (a) of Renco and/or DRRC; (b) in a specific time frame; and (c) related to a particular subject. Contrary to Claimant’s assertion, Peru is not requesting any kind of documents but only those that relate to the amount spent on PAMA Projects and modernization, which as discussed above,</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>is relevant and material to the case given the serious questions regarding DRP's operations. Claimant should be familiar with these documents.</p> <p>Further, Claimant's assertion that the documents would have been created between 12 and 25 years ago cannot be a serious objection. It is disingenuous for Claimant to raise this objection, as Claimant itself has made requests for documents that were created as long as 25 years ago.</p> <p><u>Request for Resolution</u> Peru requests that Claimant be ordered to disclose the requested documents.</p>	
3.	Documents of DRP, Renco, DRRC, Empresa Minera Cobriza S.A. ("Cobriza") and/or DRCL from October 1997 to July 2010 that explain, summarize,	Renco alleges that "the global financial crisis severely impacted DRP and its ability to operate, and essentially wiped out the profits of the Cobriza mine which constituted DRP's main source of funding for the PAMA projects[.]" arguing that this constituted a <i>force majeure</i> condition (Treaty Memorial, ¶ 7). Further, Renco		<p>Claimant Renco objects to Request No. 3 for the following reasons.</p> <p><i>First</i>, Request No. 3 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed.</p>	<p>Disputed Matters Claimant objects to this request on the following grounds.</p> <p><i>First</i>, Claimant alleges that Peru has failed to identify a narrow and specific category of documents.</p>	Request granted limited to documents relating to Cobriza's sales.

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	<p>detail, address, discuss, or analyze DRP’s actual production (copper, lead, zinc, gold, etc.) and sales by month from October 1997 to July 2010. (Treaty Case)</p>	<p>alleges that “the global financial crisis prevented DRP from finishing the Copper Circuit Sulfuric Acid Plant Project by the October 2009 deadline” (Treaty Memorial, ¶ 93).</p> <p>The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit Peru and the Tribunal to evaluate how planned production amounts per the Flour Daniel Report (Master Plan) compared to actual production. This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco’s fair and equitable treatment and expropriation claims of the impact of financial economic crisis on DRP’s operations and profitability.</p>	<p>Comments</p>	<ul style="list-style-type: none"> - Request No. 3 spans a period of 13 years, from October 1997 to July 2010. - This Request also seeks all Documents that “explain, summarize, detail, address, discuss, or analyze” DRP’s production and sales for “copper, lead, zinc, gold, etc.” from multiple entities. - Peru also fails to state with any specificity what types of Documents would be responsive to Request No. 3. This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. <p><i>Second</i>, Request No. 3 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Contrary to Peru’s assertions, how the “planned production amounts per Fluor Daniel Report (Master Plan) compared to actual production” has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. 	<p>This is incorrect. As explained in the commentary on the IBA Rules, identification “with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared” is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement.</p> <p>Here, Peru requested documents: (a) of DRP, Renco, DRRC, Cobriza and/or DRCL; (b) from October 1997 to July 2010; (c) explaining, summarizing, detailing, addressing, discussing, or analyzing; (d) DRP’s actual production (copper, lead, zinc, gold, etc.) and sales by month from October 1997 to July 2010. This is a narrow time frame and subject. It relates to documents from identified entities, within a specific time frame and in respect to a particular subject. Claimant claims that Peru</p>	

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				<ul style="list-style-type: none"> - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction <i>ratione temporis</i> of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims 	<p>fails to identify the kinds of documents, but that is incorrect.</p> <p>With respect to the 13-year timeframe, the dates are intentional, specific, and with a strong basis, because the period from October 1997 to July 2010 represents the period from the signing of the STA to the date INDECOPI declared DRP in bankruptcy.</p> <p><u>Secondly</u>, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) "how the "planned production amounts per Fluor Daniel Report (Master Plan) compared to actual production" has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA;" and (b) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction <i>ratione</i></p>	

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				<p>because they are allegedly based on State acts or omissions that pre-dated the Treaty’s entry into force, while on the other hand ask for documents as it does in Request No. 3 that are related to events and time periods that it alleges are not within the Tribunal’s jurisdiction.</p> <p><i>Third</i>, Request No. 3 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - As explained above, the scope and timeframe of Peru’s Request No. 3 are incredibly broad. - Peru also fails to state with any specificity what kind of Documents would be responsive to Request No. 3. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created between 12 and 25 years ago. 	<p><i>temporis</i> of the Treaty, Peru cannot request documents that pre-date February 1, 2009.</p> <p>Submission (a) is incorrect. As explained in the “Relevance and materiality” section, Renco alleges that “the global financial crisis severely impacted DRP and its ability to operate, and essentially wiped out the profits of the Cobriza mine which constituted DRP’s main source of funding for the PAMA projects[,]” arguing that this constituted a <i>force majeure</i> condition (Treaty Memorial, ¶ 7). Further, Renco alleges that “the global financial crisis prevented DRP from finishing the Copper Circuit Sulfuric Acid Plant Project by the October 2009 deadline” (Treaty Memorial, ¶ 93).</p> <p>The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit Peru and the</p>	

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					<p>Tribunal to evaluate how planned production amounts per the Flour Daniel Report (Master Plan) compared to actual production. The question of how DRP executed its plan that supposedly would have led to the completion of its environmental obligations is relevant if they are, in the arbitration, blaming their inability to comply with their environmental obligations on the global financial crisis and the MEM's decision to condition the 2009 Extension. This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco's fair and equitable treatment and expropriation claims of the impact of financial economic crisis on DRP's operations and profitability. Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in</p>	

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					<p>connection with Request No. 1.</p> <p><u>Thirdly</u>, Claimant argues that this request is “unreasonably burdensome”. This is incorrect. As stated above, Peru has identified a narrow category of documents (a) of DRP, Renco, DRRC, Cobriza and/or DRCL; (b) in a specific time frame; and (c) related to a particular subject. Contrary to Claimant’s assertion, Peru is not requesting any kind of documents but only those that relate to Cobriza’s sales. Claimant should be familiar with these documents.</p> <p>Further, Claimant’s assertion that the documents would have been created between 12 and 25 years ago cannot be a serious objection. It is disingenuous for Claimant to raise this objection, as Claimant itself has made requests for documents that</p>	

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					<p>were created as long as 25 years ago.</p> <p>Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines “Documents” in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP’s major decision to drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings.</p> <p><u>Request for Resolution</u></p> <p>Peru requests that Claimant be ordered to disclose the requested documents.</p>	
4.	Documents of DRP, Renco, DRRC, and/or DRCL from October 1997 to July 2010 that explain, summarize, detail, address, discuss,	Renco alleges that “the global financial crisis severely impacted DRP and its ability to operate, and essentially wiped out the profits of the Cobriza mine which constituted DRP’s main source of funding for the PAMA projects[.]” arguing that		<p>Claimant Renco objects to Request No. 4 for the following reasons.</p> <p><i>First</i>, Request No. 4 is not narrow and specific, as required by Article 3.3(a) of</p>	<p>Disputed Matters</p> <p>Claimant objects to this request on the following grounds.</p>	<p>Request granted, limited to the documents of DRP, Renco, DRRC, and/or DRCL from October 1997 to July 2010 that explain, summarize, detail, address,</p>

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	<p>or analyze DRP’s historical forecasts of sales, expenses, non-PAMA capital expenditures and PAMA capital expenditures by month from October 1997 to July 2010. (Treaty Case)</p>	<p>this constituted a <i>force majeure</i> condition (Treaty Memorial, ¶ 7). Further, Renco alleges that “the global financial crisis prevented DRP from finishing the Copper Circuit Sulfuric Acid Plant Project by the October 2009 deadline” (Treaty Memorial, ¶ 93).</p> <p>However, in its Counter-Memorial, Peru presented evidence that demonstrates that, at the outset, Renco compromised DRP’s ability to meet its obligations, including by decapitalizing Metaloroya on the day DRP executed the STA, and further compromised DRP through a series of intercompany deals (<i>see e.g.</i>, Treaty Memorial, § II.C.1; Exhibit R-095, Acquisition Loan, p. 45, clause 2.5(f); Exhibit R-094, DRRC SEC Form S-4, PDF p. 31; Exhibit R-091, Jeffrey Zelms Deposition (excerpts), Document No. 764-1, A.O.A. et al. v. Doe Run Resources Corp., et al. (E.D. Mo. Case No. 4:11-cv-00044-CDP), 14 June 2017, pp. 161:1–14, 163:5–9; Exhibit R-067, Eric Peitz Deposition (excerpts), Document No. 764-6, A.O.A. et al. v. Doe Run Resources Corp., et al. (E.D. Mo. Case No. 4:11-cv-00044-CDP), 27 July 2017, pp. 73:20–75:2; <i>see also id.</i>, p. 75:17–19).</p> <p>It is standard business practice for company management to develop an annual forecast, which includes</p>		<p>the IBA Rules. It seeks discovery that is far more expansive than what is allowed.</p> <ul style="list-style-type: none"> - Request No. 4 requests <i>month-to-month</i> capex information spanning a period of 13 years, from October 1997 to July 2010. - Request No. 4 also seeks all Documents that “explain, summarize, detail, address, discuss, or analyze” DRP’s historical forecasts for capex related to PAMA <i>and</i> capex that has nothing to do with PAMA (or this dispute). - Peru also fails to state with any specificity what kind of Documents would be responsive to Request No. 4. This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. <p><i>Second</i>, Request No. 4 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Contrary to Peru’s assertions, how much DRP expected to spend on PAMA projects and non-PAMA projects has no bearing on whether Peru has, in 	<p><u>First</u>, Claimant alleges that Peru has failed to identify a narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA Rules, identification “<i>with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared</i>” is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement.</p> <p>Here, Peru requested documents: (a) of DRP, Renco, DRRC, and/or DRCL; (b) from October 1997 to July 2010; (c) explaining, summarizing, detailing, addressing, discussing, or analyzing (d) DRP’s historical forecasts of sales, expenses, non-PAMA capital expenditures and PAMA capital expenditures. This is a narrow time frame and subject. It relates to documents from identified</p>	<p>discuss, or analyze DRP’s <i>annual</i> historical forecasts of sales, expenses, non-PAMA capital expenditures and PAMA capital expenditures from October 1997 to July 2010.</p>

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		<p>management’s own expectation of sales, expenses, non-PAMA capital expenditures, PAMA capital expenditures, etc.</p> <p>The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit Peru and the Tribunal to determine the legitimacy of Renco’s fair and equitable treatment and expropriation claims, because the Documents would allow the Tribunal to evaluate and determine (i) how DRP planned to generate income and allocate enough money to satisfy its PAMA projects and modernization commitments and (ii) whether DRP thought it was reasonable to expect that it would be able to have sufficient cash flow from operations to satisfy its PAMA project and modernization expenditures.</p>		<p>fact, breached its obligations under the U.S.-Peru FTA.</p> <ul style="list-style-type: none"> - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP’s restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that “the bulk” of Claimant’s claims falls “outside of the jurisdiction <i>ratione temporis</i> of the Treaty” and that “this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty’s entry into force on 1 February 2009” (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one 	<p>entities, within a specific time frame and in respect to a particular subject.</p> <p>With respect to the 13-year timeframe, the dates are intentional, specific, and with a strong basis, because the period from October 1997 to July 2010 represents the period from the signing of the STA to the date INDECOPI declared DRP in bankruptcy.</p> <p>Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines “Documents” in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP’s major decision to drastically transform its modernization and environmental plan, such as memoranda, reports,</p>	

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				<p>hand argue that the Tribunal lacks jurisdiction over “the bulk” of Renco’s Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty’s entry into force, while on the other hand ask for documents as it does in Request No. 4 that are related to events and time periods that it alleges are not within the Tribunal’s jurisdiction.</p> <p><i>Third</i>, Request No. 4 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - As explained above, the scope and timeframe of Peru’s Request No. 4 are incredibly broad. - Peru also fails to state with any specificity what kind of Documents would be responsive to Request No. 4. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created between 12 and 25 years ago. 	<p>emails, and minutes of meetings.</p> <p><u>Secondly</u>, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the requested documents, which relate to the true cause of DRP’s failure to comply with its PAMA and STA obligations, “have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA”; and (b) given that Peru alleges that the bulk of Claimant’s claims fall outside of the jurisdiction <i>ratione temporis</i> of the Treaty, Peru cannot request documents that pre-date February 1, 2009.</p> <p>Submission (a) is incorrect. Peru notes that if the Tribunal were to analyze whether the MEM’s decision to condition the extension of time to complete the Sulfuric Acid Plant Project was justified,</p>	

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					<p>then the question of whether Renco contributed to the financial downfall of DRP or the alleged destruction of its investment will be relevant and material to the outcome of the case. “DRP’s historical forecasts of sales, expenses, non-PAMA capital expenditures and PAMA capital expenditures by month from October 1997 to July 2010” enables the Tribunal to test whether Renco, DRRC, DRCL, or DRP were responsible for DRP’s failures. Indeed, the historical forecasts would provide the Tribunal with evidence of how DRP was performing with respect to its environmental obligations throughout the time it owned and operated the Facility. This information, in turn, allows the Tribunal to determine whether Renco’s claim that the global financial crisis entitled it to an extension of time to complete its PAMA projects holds any weight.</p>	

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					<p>Additionally, Peru, with the limited information available to it, has already put forth evidence that demonstrates Renco's actions compromised DRP's ability to meet its obligations (<i>See Counter-Memorial</i>, § II.C.1). As a result, Peru has valid reasons to believe that these documents will provide the Tribunal with evidence that is material to the outcome of the case.</p> <p>Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1</p> <p><u>Thirdly</u>, Claimant argues that this request is "unreasonably burdensome". This is incorrect. As stated above, Peru has identified a narrow category of documents (a) of DRP, Renco, DRCL and/or DRRC; (b) in a specific time frame; and (c) related</p>	

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					<p>to a particular subject. Contrary to Claimant’s assertion, Peru is not requesting any kind of documents but only those that relate to DRP’s analyze DRP’s historical forecasts of sales, expenses, non-PAMA capital expenditures and PAMA capital expenditures. Claimant should be familiar with these documents.</p> <p>Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines “Documents” in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP’s major decision to drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings.</p>	

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					<p><u>Request for Resolution</u> Peru requests that Claimant be ordered to disclose the requested documents.</p>	
5.	<p>Regarding DRP’s merger with Doe Run Mining in June 2001: the transaction agreement, terms sheet, and Documents of Doe Run Mining from October 1997 to June 2001 that explain, summarize, detail, address, discuss, or analyze Doe Run Mining’s forecasted financial information, and Doe Run Mining’s historical financial information. (Treaty Case)</p>	<p>The 2001 merger of DRP and Doe Run Mining involved significant implications. First, the USD 125 million loan from DRP to Doe Run Mining was, in the words of an internal DRP document, simply “eliminated. Second, DRP became the debtor on the Back-to-Back Loan, effectively saddling DRP with the outstanding debt from its own acquisition (i.e., the acquisition of Metaloroya, since merged with DRP into one entity) (<i>See</i> Counter-Memorial Treaty, ¶ 158(d); Exhibit R-068, DRP Intercompany Note: Summary of Facts, undated, pp. 3–4).</p> <p>The above-referenced negative consequences that were acquired by DRP as a result of its merger with Doe Run Mining is what Peru has been able to uncover with limited documents.</p> <p>The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit Peru and the Tribunal to determine all the implications that the merger with Doe Run Mining had on DRP (i.e., what additional liabilities DRP took on from</p>	<p>Claimant Renco objects to Request No. 5 for the following reasons.</p> <p><i>First</i>, Request No. 5 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed.</p> <ul style="list-style-type: none"> - In what is clearly a fishing expedition to find anything remotely helpful to Peru’s position in the Treaty Case, Request No. 5 seeks all Documents spanning a period of 4 years (from October 1997 to June 2001) that “explain, summarize, detail, address, discuss, or analyze” the financials (both forecasted and historical) of nonparty Doe Run Mining. - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly crafted request. <p><i>Second</i>, Request No. 5 is neither relevant to the Treaty Case nor material to its</p>	<p>Disputed Matters</p> <p>Claimant objects to this request on the following grounds.</p> <p><u>First</u>, Claimant alleges that Peru has failed to identify a narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA Rules, identification “<i>with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared</i>” is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement.</p> <p>Here, Peru requests a limited set of specific documents, such as (a) the transaction agreement of DRP’s merger with Doe</p>	Request denied.	

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		<p>Doe Run Mining). These Documents are foundational to Renco’s fair and equitable treatment and expropriation claims because they allow Peru and the Tribunal to fully determine whether Renco’s and/or DRP’s and/or Renco affiliates’ decisions were the cause of DRP’s failure to satisfy its obligations under the STA and PAMA and the true cause of DRP’s financial downfall.</p>		<p>outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Contrary to Peru’s assertions, the financial information of DC—has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP’s restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that “the bulk” of Claimant’s claims falls “outside of the jurisdiction <i>ratione temporis</i> of the Treaty” and that “this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions 	<p>Run Mining in June 2001, and (b) the terms sheet DRP’s merger with Doe Run Mining in June 2001. Peru also requests documents: (a) of Doe Run Mining (as a result of DRP’s merger with Doe Run Mining); (b) from October 1997 to June 2001; (c) explaining, summarizing, detailing, addressing, discussing, or analyzing; (d) Doe Run Mining’s forecasted financial information, and Doe Run Mining’s historical financial information. This is a narrow time frame and subject. It relates to documents from identified entities, within a specific time frame and in respect to a particular subject. With respect to the 4-year timeframe, the dates are intentional, specific, and with a strong basis, because the period from October 1997 to June 2004 represents the period from the signing of the STA to</p>	

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				<p>that pre-dated the Treaty’s entry into force on 1 February 2009” (Counter-Mem. (Treaty Case), ¶ 28).</p> <ul style="list-style-type: none"> - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over “the bulk” of Renco’s Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty’s entry into force, while on the other hand ask for documents as it does in Request No. 5 that are related to events and time periods that it alleges are not within the Tribunal’s jurisdiction. <p><i>Third</i>, Request No. 5 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - As explained above, the scope of Request No. 5 is incredibly broad, as it seeks all documents “that explain, summarize, detail, address, discuss, or analyze Doe Run Mining’s forecasted financial information, and Doe Run Mining’s historical financial information.” This 	<p>the date DRP merged with Doe Run Mining.</p> <p><u>Secondly</u>, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the requested documents, which relate to negative consequences that were acquired by DRP as a result of its merger with Doe Run Mining, “have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA”; and (b) given that Peru alleges that the bulk of Claimant’s claims fall outside of the jurisdiction <i>ratione temporis</i> of the Treaty, Peru cannot request documents that pre-date February 1, 2009.</p> <p>Submission (a) is incorrect. Peru notes that if the Tribunal were to analyze whether the MEM’s decision to condition the extension of time to complete the Sulfuric Acid Plant Project was justified,</p>	

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				<p>means that there is a sprawling universe of Documents that is potentially responsive to this broadly crafted request.</p> <ul style="list-style-type: none"> - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created between 21 and 25 years ago. 	<p>then the question of whether Renco contributed to the financial downfall of DRP or the alleged destruction of its investment will be relevant and material to the outcome of the case.</p> <p>The requested Documents would permit the Tribunal to determine all the implications that the merger with Doe Run Mining had on DRP (i.e., what additional liabilities DRP took on from Doe Run Mining). As demonstrated in Peru's Counter-Memorial (<i>see</i> Counter-Memorial, § II.C.1), there is enough evidence to demonstrate that the merger with Doe Run Mining had many negative consequences for the financial health of DRP. These Documents are foundational to Renco's fair and equitable treatment and expropriation claims because they allow Peru and the Tribunal to fully determine whether Renco's</p>	

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					<p>and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall.</p> <p>Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1.</p> <p><u>Thirdly</u>, Claimant argues that this request is "unreasonably burdensome". This is incorrect. As stated above, Peru has identified a narrow category of documents (a) of DRP and/or Doe Run Mining; (b) in a specific time frame; and (c) related to a particular subject.</p> <p>Further, Claimant's assertion that the documents would have been created between 12 and 25 years ago cannot be a serious objection. It is</p>	

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					<p>disingenuous for Claimant to raise this objection, as Claimant itself has made requests for documents that were created as long as 25 years ago.</p> <p><u>Request for Resolution</u> Peru requests that Claimant be ordered to disclose the requested documents.</p>	
6.	<p>Minutes from the General Shareholders' Meeting held on 14 May 2001 by DRP and Doc Run Mining as mentioned in Note 2 of DRP's 2001 Audited Financial Statements (IK-015), Note 2. (Treaty Case)</p>	<p>The 2001 Merger of DRP and Doe Run Mining had significant implications. First, the USD 125 million loan from DRP to Doe Run Mining was, in the words of an internal DRP document, simply "eliminated". Second, DRP became the debtor on the Back-to-Back Loan, effectively saddling DRP with the outstanding debt from its own acquisition (i.e., the acquisition of Metaloroya, since merged with DRP into one entity) (<i>See</i> Counter-Memorial Treaty, ¶ 158(d); Exhibit R-068, DRP Intercompany Note: Summary of Facts, undated, pp. 3–4). DRP's 2001 Audited Financial Statements (i.e., IK-015), Note 2 says "At the General Shareholders' Meetings held on May 14, 2001 by Doe Run Peru and Doc Run Mining, respectively, the merger by absorption of these two companies was</p>	<p>Claimant Renco objects to Request No. 6 for the following reasons.</p> <p><i>First</i>, Request No. 6 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Contrary to Peru's assertions, the corporate minutes of DRP and Doe Run Mining—nonparties to this dispute—have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) 	<p>Disputed Matters</p> <p>Claimant objects to this request on the following grounds.</p> <p><u>First</u>, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the requested documents, which relate to the corporate minutes of DRP and Doe Run Mining "have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA"; and (b) given that Peru alleges that the bulk of Claimant's claims fall</p>	Request granted.	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		<p>approved, with Doe Run Peru the absorbing company and Doe Run Mining the absorbed company. This merger was effective as of June 1, 2001.”</p> <p>The above-referenced negative consequences that were acquired by DRP as a result of its merger with Doe Run Mining is what Peru has been able to uncover with limited documents.</p> <p>The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit Peru and the Tribunal to (i) evaluate and determine all the implications that the merger with Doe Run Mining had on DRP (i.e., what additional liabilities DRP took on from Doe Run Mining), and (ii) further evaluate and determine whether DRP’s decisions were the true cause of the company’s failure to satisfy its obligations under the STA and PAMA and the true cause of DRP’s financial downfall. This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco’s fair and equitable treatment and expropriation claims.</p>		<p>asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP’s restructuring plans.</p> <ul style="list-style-type: none"> - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that “the bulk” of Claimant’s claims falls “outside of the jurisdiction <i>ratione temporis</i> of the Treaty” and that “this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty’s entry into force on 1 February 2009” (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over “the bulk” of Renco’s Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty’s entry into force, while on the other hand ask for documents as it does in Request No. 6 that are related to events and time periods that it 	<p>outside of the jurisdiction <i>ratione temporis</i> of the Treaty, Peru cannot request documents that pre-date February 1, 2009.</p> <p>Submission (a) is incorrect. The merged between DRP and Doe Run Mining had vast negative consequences on DRP, as Peru has demonstrated in its Counter-Memorial and has been confirmed by Isabel Kunsman.</p> <p>The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit Peru and the Tribunal to (i) evaluate and determine all the implications that the merger with Doe Run Mining had on DRP (i.e., what additional liabilities DRP took on from Doe Run Mining), and (ii) further evaluate and determine whether DRP’s decisions were the true cause of the company’s failure to satisfy its obligations under the STA</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>alleges are not within the Tribunal's jurisdiction.</p> <p><i>Second</i>, the Documents responsive to Request No. 6 should be in Peru's possession, custody or control.</p> <ul style="list-style-type: none"> - Claimant understands that these Documents were submitted to INDECOPI during DRP's bankruptcy proceedings, specifically in Proceeding No. 33-2010/CCO-INDECOPI related to DRCL's credit. - INDECOPI is a branch of the Peruvian Government. - Claimant understands that the requested Documents remain on file with INDECOPI and that they are available to all creditors of DRP, including the Ministry of Energy and Mines. 	<p>and PAMA and the true cause of DRP's financial downfall.</p> <p>Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1.</p> <p><u>Secondly</u>, Claimant vaguely states that the documents responsive to Request No. 12 should be in Peru's possession, custody or control. There is no certainty behind Claimant's objection. Peru does not believe this to be the case, and Peru believes the requested documents exist and should be under the power, custody or control of DRP, as it merged with Doe Run Mining and thus became the legal owner of the requested documents.</p> <p>Request for Resolution Peru requests that Claimant be ordered to disclose the requested documents.</p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
7.	Regarding Doe Run Mining's acquisition of Cobriza: the transaction agreement, terms sheet, and Documents of Cobriza from January 1997 to June August 1998 that explain, summarize, detail, address, discuss, or analyze Cobriza's forecasted financial information, and Cobriza's historical financial information. (Treaty Case)	<p>Renco alleges the following: "The crash in metal prices (mainly copper and silver) effectively wiped out profits from DRP's Cobriza mine, which Doe Run Mining had acquired from Centormin in September 1998 and which constituted DRP's main source of financing for the PAMA projects" (Treaty Memorial, ¶ 97; <i>see also</i> Partelpoeg Expert Report, § 7.6.1, at 51; Neil Witness Stmt. at ¶ 36).</p> <p>The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit Peru and the Tribunal to determine whether, when Doe Run Mining acquired Cobriza, it could have predicted the production amounts and sales, and to determine what liabilities Doe Run Mining assumed from Cobriza. This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco's fair and equitable treatment and expropriation claims of the impact of financial economic crisis on DRP's operations and profitability, and the true cause of DRP's failure to comply with its PAMA and STA obligations and the true cause of DRP's financial downfall.</p> <p>This Request is made without prejudice to Peru's position that the success or failure of Cobriza is independent of Renco's ability to meet its PAMA obligations, as</p>	<p>Claimant Renco objects to Request No. 7 for the following reasons.</p> <p><i>First</i>, Request No. 7 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Peru itself recognizes that "the success or failure of Cobriza is independent of Renco's ability to meet its PAMA obligations." - Renco agrees that this request for Documents related to Doe Run Mining's acquisition of Cobriza in 1998 has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Moreover, it is highly unlikely that the requested Documents from 1998 would shed any light on "the impact of the financial 	<p>Disputed Matters</p> <p>Claimant objects to this request on the following grounds.</p> <p><u>First</u>, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) Peru has recognized that "the success or failure of Cobriza is independent of Renco's ability to meet its PAMA obligations"; (b) the requested documents, which relate to a contributor to the true cause of DRP's failure to comply with its PAMA and STA obligations and its financial ruin, "has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA;" and (c) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction <i>ratione temporis</i> of the Treaty, Peru cannot request</p>	Request denied.	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		the PAMA obligations were entered into before DRP acquired Cobriza.		<p>economic crisis on DRP’s operations and profitability,” which occurred an entire decade or more after Documents responsive to Peru’s Request No. 7 were created.</p> <ul style="list-style-type: none"> - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that “the bulk” of Claimant’s claims falls “outside of the jurisdiction <i>ratione temporis</i> of the Treaty” and that “this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty’s entry into force on 1 February 2009” (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over “the bulk” of Renco’s Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty’s entry into force, while on the other hand ask for documents as it does in 	<p>documents that pre-date February 1, 2009. Submission (a) is a nonstarter. Many issues are in dispute and will need to be decided by the Tribunal. Peru’s position is, and continues to be, that the success or failure of Cobriza is independent of Renco’s ability to meet its PAMA obligations is irrelevant. (Counter-Memorial, ¶¶ 603-605). Peru explains why that is the case in its Counter-Memorial and maintains its position. However, Renco has made much of the global financial crisis’s effect on DRP and its alleged right to an extension. Renco has also omitted key evidence from the record in an attempt to paint the MEM’s decision to condition the 2009 Extension as a violation of the Treaty. Peru, with the limited information available to it, has already put forth evidence that demonstrates Renco’s</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>Request No. 7 that are related to events and time periods that it alleges are not within the Tribunal’s jurisdiction.</p> <p><i>Second</i>, Request No. 7 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - The scope of Request No. 7 is incredibly broad, as it seeks all documents “that explain, summarize, detail, address, discuss, or analyze Cobriza’s forecasted financial information, and Cobriza’s historical financial information.” This means that there is a sprawling universe of Documents that is potentially responsive to this broadly crafted request. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created between 24 and 25 years ago. 	<p>actions compromised DRP’s ability to meet its obligations (<i>See Counter-Memorial</i>, § II.C.1). As a result, Peru has valid reasons to believe that these documents will provide the Tribunal with evidence that is material to the outcome of the case.</p> <p>Submission (b) is incorrect. In addition to Peru’s response to submission (a), while it is true that Peru maintains that its actions do not amount to a Treaty violation, Peru notes that if the Tribunal were to analyze whether the MEM’s decision to condition the extension of time to complete the Sulfuric Acid Plant Project was justified, then the question of whether Renco and DRRC contributed to the financial downfall of DRP through, for example, acquiring a financially vulnerable Cobriza and making its ability on complying with its PAMA obligations dependent on</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>Cobriza, then the documents will be relevant and material to the outcome of the case.</p> <p>With respect to Claimant’s argument that it “is highly unlikely that the requested Documents from 1998 would shed any light on ‘the impact of the financial economic crisis on DRP’s operations and profitability,’” this claim ignores the fact that Renco itself has admitted that its ability to comply with the PAMA obligations relied on the success or failure of Cobriza.</p> <p>Submission (c) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1.</p> <p><u>Thirdly</u>, Claimant argues that this request is “unreasonably burdensome”. This is incorrect. As stated above, Peru has identified a</p>	

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					<p>narrow category of documents (a) of DRP (as it merged with Doe Run Mining); (b) in a specific time frame; and (c) related to a particular subject. Contrary to Claimant's assertion, Peru is not requesting any kind of documents but only the transaction agreement of Doe Run Mining's acquisition of Cobriza, the terms sheet of Doe Run Mining's acquisition of Cobriza, and documents that relate to Cobriza's forecasted financial information, and Cobriza's historical financial information, which as discussed above, is relevant and material to the case given the serious questions regarding DRP's operations and its ability to comply with its PAMA obligations. Claimant should be familiar with these documents.</p> <p>Further, Claimant's assertion that the documents would have been created between 24</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>and 25 years ago cannot be a serious objection. It is disingenuous for Claimant to raise this objection, as Claimant itself has made requests for documents that were created as long as 25 years ago.</p> <p><u>Request for Resolution</u> Peru requests that Claimant be ordered to disclose the requested documents.</p>	
8.	<p>Documents of DRP, Renco, DRRC, and/or DRCL from August 1998 to July 2010 that explain, summarize, detail, address, discuss, or analyze how DRP used profits from Cobriza to fund its PAMA projects expenses. (Treaty Case)</p>	<p>Renco alleges the following: “The crash in metal prices (mainly copper and silver) effectively wiped out profits from DRP’s Cobriza mine, which Doe Run Mining had acquired from Centromin in September 1998 and which constituted DRP’s main source of financing for the PAMA projects” (Treaty Memorial, ¶ 97; <i>see also</i> Partelpoeg Expert Report, § 7.6.1, at 51; Neil Witness Stmt. at ¶ 36). Renco has not provided any documents to demonstrate that “profits from DRP’s Corbiza mine” constituted DRP’s “main source of financing for the PAMA projects.”</p> <p>The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit Peru</p>	<p>Claimant Renco objects to Request No. 8 for the following reasons.</p> <p><i>First</i>, Request No. 8 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed.</p> <ul style="list-style-type: none"> - Request No. 8 spans a period of 12 years, from August 1998 to July 2010. - In what is clearly a fishing expedition to find anything remotely helpful to Peru’s position in the Treaty Case, Request No. 8 seeks all Documents that “explain, summarize, detail, address, discuss, or analyze” “how” Renco or its affiliates “used 	<p>Disputed Matters</p> <p>Claimant objects to this request on the following grounds.</p> <p><u>First</u>, Claimant alleges that Peru has failed to identify a narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA Rules, identification “<i>with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared</i>” is sufficient to satisfy Article</p>	<p>Request granted, but limited to reports prepared for the board of DRP or Renco.</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		<p>and the Tribunal to determine whether DRP truly conditioned its ability to satisfy its PAMA project and modernization obligations on the profitability of Cobriza. This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco’s fair and equitable treatment and expropriation claims of the impact of financial economic crisis on DRP’s operations and profitability, and the true cause of DRP’s failure to comply with its PAMA and STA obligations and the true cause of DRP’s financial downfall.</p> <p>This Request is made without prejudice to Peru’s position that the success or failure of Cobriza is independent of Renco’s ability to meet its PAMA obligations, as the PAMA obligations were entered into before DRP acquired Cobriza.</p>		<p>profits from Cobriza to fund its PAMA projects expenses.”</p> <ul style="list-style-type: none"> - Peru does not state with any specificity what kind of Documents would be responsive to Request No. 8. This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. <p><i>Second</i>, Request No. 8 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Peru itself recognizes that “the success or failure of Cobriza is independent of Renco’s ability to meet its PAMA obligations.” - Renco agrees that this request for Documents related to how PAMA project expenses are funded by Cobriza has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete 	<p>3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement.</p> <p>Here, Peru requested documents: (a) of DRP, Renco, DRRC, and/or DRCL; (b) from August 1998 to July 2010; (c) explaining, summarizing, detailing, addressing, discussing, or analyzing (d) how DRP used profits from Cobriza to fund its PAMA projects expenses. This request relates to documents from identified entities, within a specific time frame and in respect to a particular subject.</p> <p>With respect to the 12-year timeframe, the dates are intentional, specific, and with a strong basis, because the period from October 1997 to July 2010 represents the period from which DRP was using Cobriza to the date INDECOPI declared DRP in bankruptcy.</p> <p>Additionally, Claimant asserts that Respondent</p>	

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				<p>its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans.</p> <ul style="list-style-type: none"> - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction <i>ratione temporis</i> of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 8 that are related to 	<p>does not state with any specificity what type of Documents would be responsive. Respondent, however, defines "Documents" in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP's major decision to drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings.</p> <p><u>Second</u>, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) Peru has recognized that "the success or failure of Cobriza is independent of Renco's ability to meet its PAMA obligations"; (b) the requested documents, which relate to a contributor to the true cause of DRP's failure to comply</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>events and time periods that it alleges are not within the Tribunal’s jurisdiction.</p> <p><i>Third</i>, Request No. 8 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - As explained above, the scope and timeframe of Peru’s Request No. 8 are incredibly broad. - Peru has also failed to state with any specificity what types of documents would be responsive to Request No. 8. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created between 12 and 25 years ago. 	<p>with its PAMA and STA obligations and its financial ruin, “has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA;” and (c) given that Peru alleges that the bulk of Claimant’s claims fall outside of the jurisdiction <i>ratione temporis</i> of the Treaty, Peru cannot request documents that pre-date February 1, 2009.</p> <p>Submission (a) is a nonstarter. Many issues are in dispute and will need to be decided by the Tribunal. Peru’s position is, and continues to be, that the success or failure of Cobriza is independent of Renco’s ability to meet its PAMA obligations is irrelevant. Peru explains why that is the case in its Counter-Memorial and maintains its position. However, Renco has made much of the global financial crisis’s effect on DRP and its alleged right to an extension. Indeed,</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>Renco has made the success or failure of Cobriza a relevant issue (even though it shouldn't be). Renco has also omitted key evidence from the record in an attempt to paint the MEM's decision to condition the 2009 Extension as a violation of the Treaty. Peru, with the limited information available to it, has already put forth evidence that demonstrates Renco's actions compromised DRP's ability to meet its obligations (<i>See Counter-Memorial</i>, § II.C.1). As a result, Peru has valid reasons to believe that these documents will provide the Tribunal with evidence that is material to the outcome of the case.</p> <p>Submission (b) is incorrect. In addition to Peru's response to submission (a), while it is true that Peru maintains that its actions do not amount to a Treaty violation, Peru notes that if the Tribunal were to</p>	

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					<p>analyze whether the MEM’s decision to condition the extension of time to complete the Sulfuric Acid Plant Project was justified, then the question of whether Renco and DRRC contributed to the financial downfall of DRP through, for example, acquiring a financially vulnerable Cobriza and making its ability on complying with its PAMA obligations dependent on Cobriza, then the documents will be relevant and material to the outcome of the case.</p> <p>Submission (c) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1.</p> <p><u>Thirdly</u>, Claimant argues that this request is “unreasonably burdensome”. This is incorrect. As stated above, Peru has identified a narrow category of</p>	

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					<p>documents (a) of DRP (as it merged with Doe Run Mining), Renco, DRRC, and/or DRCL; (b) in a specific time frame; and (c) related to a particular subject. Contrary to Claimant's assertion, Peru is not requesting any kind of documents but only documents that relate to how DRP used profits from Cobriza to fund its PAMA projects expenses, which as discussed above, is relevant and material to the case given the serious questions regarding DRP's operations and its ability to comply with its PAMA obligations. Claimant should be familiar with these documents.</p> <p>Further, Claimant's assertion that the documents would have been created between 12 and 25 years ago cannot be a serious objection. It is disingenuous for Claimant to raise this objection, as Claimant itself has made requests for documents that</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					were created as long as 25 years ago. <u>Request for Resolution</u> Peru requests that Claimant be ordered to disclose the requested documents.	
9.	The English language version of DRP's financial statements for 2001-2002, which has an October 31 year end. (The English versions of DRP's financial statements for all other relevant years have a year end of October 31.) (Treaty Case)	<p>The requested financial statements are relevant to the Treaty Case and material to its outcome because (i) pursuant to Clause 5.1 of the STA, the Company assumed responsibility to comply "with the obligations contained in Metaloroya's PAMA, and its eventual amendments." Further, and (ii) Renco alleges in paragraphs 95-97 of its Memorial (Treaty) that a decline in metals prices eliminated DRP's ability to finance its obligations under the STA.</p> <p>Further, the requested financial statements would allow the Tribunal and the Parties to have an accurate picture of DRP's finances at a relevant time period in order to determine the viability of Renco's <i>force majeure</i> claim. This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco's fair and equitable treatment and expropriation claims of the impact of financial economic crisis on DRP's operations and profitability, and the true cause of DRP's failure to comply with its</p>	<p>Claimant Renco objects to Request No. 9 because it is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Contrary to Peru's assertions, whether "a decline in metals prices eliminated DRP's ability to finance its obligations under the STA" has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. 	<p>Disputed Matters</p> <p>Claimant objects to this request on the grounds that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the requested documents, which relate to the true cause of DRP's failure to comply with its PAMA and STA obligations, "have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA"; (b) Renco's declaration of <i>force majeure</i> "is not at issue in this case" and "the viability of Renco's <i>force majeure</i> claim' has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA;" (c) the 2001-</p>	Request denied.	

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		PAMA and STA obligations and the true cause of DRP's financial downfall.		<ul style="list-style-type: none"> - In addition, it is undisputed that following DRP's July 2009 request for an extension due to economic <i>force majeure</i>, the Peruvian Congress <i>granted</i> DRP a 30-month extension to complete the final PAMA project (see Mem. (Treaty Case), § II.G.2; Counter-Mem., ¶ 285). - Therefore, contrary to Peru's assertions, Renco's declaration of <i>force majeure</i> is not at issue in this case and "the viability of Renco's <i>force majeure</i> claim" has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Moreover, it is highly unlikely that DRP's 2001-2002 financial statements would shed any light on "DRP's finances at a relevant time period in order to determine the viability of Renco's <i>force majeure</i> claim" and on "the impact of financial economic crisis on DRP's operations and profitability." - This is because the "relevant time period" is 2008, which 6-7 years after the Documents 	<p>2002 financial statements would not shed any light on the claimed issue; and (d) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction <i>ratione temporis</i> of the Treaty, Peru cannot request documents that pre-date February 1, 2009.</p> <p>Submission (a) is incorrect. Peru is requesting the financial statements of the entity that owned the Facility, an entity that was eventually put into bankruptcy and failed to comply with its environmental obligations. The financial statements of DRP matter. Whether DRP had the ability to finance its obligations can have a bearing on the outcome of the case because the requested financial statements would allow the Tribunal and the Parties to have an accurate picture of DRP's finances at a relevant time period in order to determine the</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>responsive to Peru’s Request No. 9 were created.</p> <ul style="list-style-type: none"> - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that “the bulk” of Claimant’s claims falls “outside of the jurisdiction <i>ratione temporis</i> of the Treaty” and that “this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty’s entry into force on 1 February 2009” (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over “the bulk” of Renco’s Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty’s entry into force, while on the other hand ask for documents as it does in Request No. 9 that are related to events and time periods that it 	<p>viability of Renco’s <i>force majeure</i> claim. These documents This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco’s fair and equitable treatment and expropriation claims of the impact of financial economic crisis on DRP’s operations and profitability, and the true cause of DRP’s failure to comply with its PAMA and STA obligations and the true cause of DRP’s financial downfall.</p> <p>Submission (b) is also incorrect. In addition to the points laid out in response to submission (a), Renco has placed their “force majeure” claim at the center of many issues that must be decided by the Tribunal. Among other obvious reasons, a simple reading of the table of contents of Claimant’s Memorial makes clear that Renco has made its “declaration of <i>force</i></p>	

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				<p>alleges are not within the Tribunal's jurisdiction.</p>	<p><i>majeure</i>" an issue in this case. For example, Section IVA.2.a(v) is entitled "Peru Sought to Extract Concessions from DRP as Conditions to Granting the PAMA Extension to Which DRP Was Clearly Entitled under the Economic Force Majeure Clause in the Stock Transfer Agreement." Indeed, Claimant argues that part of the reason it was allegedly entitled to an extension of time to complete its PAMA obligations was because of <i>force majeure</i>, as a result, it is disingenuous for Claimant to raise this as a defense to Peru's request for production of documents.</p> <p>Submission (c) is likewise incorrect. Peru has demonstrated, with the limited documents available to it, that there were serious questions concerning the financial health of DRP and its ability to comply with its PAMA obligations. The</p>	

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					<p>requested documents provide the Tribunal with the full picture of DRP’s financial state in order to further test the information that Peru has presented (<i>see</i> Counter-Memorial, § II.C.1).</p> <p>Submission (d) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1.</p> <p><u>Request for Resolution</u> Peru requests that Claimant be ordered to disclose the requested documents.</p>	
10	Renco’s financial statements from 1997 to 2012. The requested financial statements would have to show a split by subsidiary (i.e., segment reporting). (Treaty Case)	DRP is Renco’s “locally-incorporated subsidiary” (Treaty Memorial, ¶ 1). Renco also noted that it has “indirect ownership of DRP through its shareholding interest” (Treaty Notice of Arbitration, ¶ 58). In the Contract Case, Renco has also made much of its alleged participation in the execution of the STA, noting that Renco negotiated and made decisions (<i>see</i> Contract Memorial, ¶¶ 52-59).	<p>Claimant Renco objects to Request No. 10 for the following reasons.</p> <p><i>First</i>, Request No. 10 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed.</p> <ul style="list-style-type: none"> - In what is clearly a fishing expedition to find anything remotely helpful to Peru’s position in the Treaty Case, Request No. 10 seeks all of 	<p>Disputed Matters</p> <p>Claimant objects to this request on the following grounds.</p> <p><u>First</u>, Claimant alleges that Peru has failed to identify a narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA</p>	Request denied.	

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		<p>While Peru has been able to obtain much of the financial information of DRP and DRRC, it has not been able to obtain the financial information of Renco, the Claimant in Renco I, Renco II, and Renco III, and the party that alleges it was a party to the STA and has rights and obligations under the STA.</p> <p>The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit Peru and the Tribunal to determine Renco's view and projections of DRP. These Documents are foundational to Renco's fair and equitable treatment and expropriation claims because they allow Peru and the Tribunal to fully determine whether Renco's and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall.</p>		<p>Renco's financials, split by subsidiaries, spanning a period of 15 years, from 1997 to 2012.</p> <ul style="list-style-type: none"> - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly crafted request. <p><i>Second</i>, Request No. 10 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Contrary to Peru's assertions, "Renco's view and projections of DRP" have no bearing on whether Peru, has in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru 	<p>Rules, identification "<i>with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared</i>" is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement.</p> <p>Here, Peru requested the financial statements: (a) of one entity, the Claimant in this arbitration, Renco; (b) from 1997 to 2012. This is a specific time frame and one clear set of documents (financial statements). The split by subsidiary, i.e., segment reporting, is a standard way break down operations of a company into manageable pieces. If Renco, does not perform segment reporting, then Peru asks for Renco's financial statements, in general for the years mentioned.</p> <p>With respect to the 15-year timeframe, the dates are intentional, specific, and with a strong basis, because</p>	

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				<p>FTA entered into force. However, Peru alleges in its Counter-Memorial that “the bulk” of Claimant’s claims falls “outside of the jurisdiction <i>ratione temporis</i> of the Treaty” and that “this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty’s entry into force on 1 February 2009” (Counter-Mem. (Treaty Case), ¶ 28).</p> <ul style="list-style-type: none"> - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over “the bulk” of Renco’s Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty’s entry into force, while on the other hand ask for documents as it does in Request No. 10 that are related to events and time periods that it alleges are not within the Tribunal’s jurisdiction. 	<p>the period from 1997 to 2012 represents the period from the signing of the STA to the year when DRP was proposing restructuring plans to the Board of Creditors.</p> <p>It is also telling that Claimants have not alleged, like they have in other requests, that this request would be “unduly burdensome.” Indeed, this is a request for a specific document (financial statements), for specific years, for the Claimant in this case (Renco), who allegedly played such an important role in many parts of the facts of this case.</p> <p><u>Secondly</u>, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the requested documents, which relate to the true cause of DRP’s failure to comply with its PAMA and STA obligations, “have no</p>	

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					<p>bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA”; and (b) given that Peru alleges that the bulk of Claimant’s claims fall outside of the jurisdiction <i>ratione temporis</i> of the Treaty, Peru cannot request documents that pre-date February 1, 2009.</p> <p>Submission (a) is incorrect. The requested documents would permit Peru and the Tribunal to determine Renco’s view and projections of DRP. These Documents are foundational to Renco’s fair and equitable treatment and expropriation claims because they allow Peru and the Tribunal to fully determine whether Renco’s and/or DRP’s and/or Renco affiliates’ decisions were the cause of DRP’s failure to satisfy its obligations under the STA and PAMA and the true cause of DRP’s financial downfall. As Peru highlighted in its Counter-</p>	

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					<p>Memorial, DRP’s executives, auditors, and banks repeatedly raised concerns about DRP’s viability. For example, in September 2000, In a memo to Jeffrey Zelms, President/CEO of DRRC, Mr. Buckley conveyed that DRP faced serious problems, including threats related to the reversal of the capital contribution and large upstream payments: “Doe Run’s business model—100% debt financing—is flawed DRP, for example, has financed all of its purchase price, embarked on a major capital investment program, and sent large intercompany payments north. That is simply not a reasonable expectation, and we are unaware of any company, in any industry, that has managed a similar feat.... The system isn’t working....” (see Counter-Memorial, ¶ 171; Exhibit R-085). All the above is relevant to whether the</p>	

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					<p>MEM was correct in conditioning the extension of time to complete the Sulfuric Acid Plant Project and whether DRP was “entitled,” quod non, to the extension.</p> <p>In both the Treaty Case and the Contract Case, Renco has made much about its role and alleged benefits. However, the Tribunal has no way of knowing what Renco knew about DRP’s viability because Renco has not provided any relevant information about its financials. Despite participating in three arbitrations and being party to the Missouri Litigations, Renco has refused to allow these critical and material documents to see the light of day.</p> <p>Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1.</p>	

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					<p><u>Request for Resolution</u> Peru requests that Claimant be ordered to disclose the requested documents.</p>	
11	<p>Documents of DRRC from October 1997 to May 1998 that explain, summarize, detail, address, discuss, or analyze how DRRC estimated that the investment needed to implement the PAMA projects was USD 195 million. (Treaty Case)</p>	<p>In May 1998, DRRC submitted a Securities and Exchange Commission Form S-4 and expressed therein its understanding of the obligations that DRP had just assumed under the STA and the PAMA, including implementing the PAMA projects “over the next nine years”, i.e., no later than January 2007, and that it would cost USD 195 million (<i>see</i> Counter-Memorial Treaty, ¶ 118; Exhibit R-094, DRC SEC Form S-4, PDF p. 134). It is unclear whether the USD 195 million estimate relates to its PAMA projects only or whether it also includes the price to implement modernization.</p> <p>The requested Documents are relevant to the Treaty Case and material to its outcome because, in part, Renco claims that it was not afforded fair and equitable treatment because of the “radical transformation and expansion of DRP’s undertaking to improve the Complex’s environmental performance” (Treaty Memorial, ¶ 202). Without prejudice to Peru’s position that the amount DRP spent on PAMA projects and modernization is irrelevant for the Treaty</p>	<p>Claimant Renco objects to Request No. 11 for the following reasons.</p> <p><i>First</i>, Request No. 11 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Peru itself recognizes that its Request No. 11 is irrelevant, alleging “the amount DRP spent on PAMA Projects and modernization” is “irrelevant for the Treaty claim.” - Renco agrees that how DRRC estimated the cost of the PAMA projects has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 	<p>Disputed Matters</p> <p>Claimant objects to this request on the following grounds.</p> <p><u>First</u>, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) Peru has recognized that “the amount DRP spent on PAMA Projects and modernization” is “irrelevant for the Treaty claim;” (b) the requested documents, which relate to Renco’s FET claim of the supposed “radical transformation and expansion of DRP’s undertaking,” “has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA;” and (c) given</p>	Request granted.	

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		claim as DRP assumed the risk and exercised due diligence prior to signing the STA, the requested information would allow Peru and the Tribunal to evaluate and determine DRP's calculations as early as May 1998 of the amount necessary to implement all its obligations under the STA, including its PAMA project obligations and modernization obligations.		<p>million credit claim, and (iii) interfering with DRP's restructuring plans.</p> <ul style="list-style-type: none"> - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction <i>ratione temporis</i> of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 11 that are related to events and time periods that it 	<p>that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction <i>ratione temporis</i> of the Treaty, Peru cannot request documents that pre-date February 1, 2009.</p> <p>Submissions (a) and (b) are nonstarters. Many issues are in dispute and will need to be decided by the Tribunal. Peru's position is, and continues to be, that "the amount DRP spent on PAMA projects and modernization is irrelevant for the Treaty claim as DRP assumed the risk and exercised due diligence prior to signing the STA." Peru explains why that is the case in its Counter-Memorial and maintains its position. However, Renco has made much of the "radical transformation and expansion" of DRP's undertakings and its alleged right to an extension, and has in the process made relevant the amount it has allegedly invested in</p>	

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				<p>alleges are not within the Tribunal's jurisdiction.</p> <p><i>Second</i>, Request No. 11 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - The scope of Request No. 11 is incredibly broad, as it seeks all documents "that explain, summarize, detail, address, discuss, or analyze how DRRC estimated that the investment needed to implement the PAMA projects was USD 195 million." - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly crafted request. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created between 24 and 25 years ago. 	<p>PAMA projects and modernization. (Claimant's Memorial, ¶ 202). Renco has also omitted key evidence from the record in an attempt to paint the MEM's decision to condition the 2009 Extension as a violation of the Treaty. Peru, with the limited information available to it, has already put forth evidence that demonstrates Renco's actions compromised DRP's ability to meet its environmental obligations (<i>See Counter-Memorial</i>, § II.C.1), and has raised questions regarding whether DRRC's USD 195 million estimate included PAMA projects as well as modernization, which were both required under the PAMA. As a result, Peru has valid reasons to believe that these documents will provide the Tribunal with further evidence that is material to the outcome of the case.</p>	

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					<p>Submission (c) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1.</p> <p><u>Secondly</u>, Claimant argues that this request is “unreasonably burdensome”. This is incorrect. Peru has identified a narrow category of documents (a) of one company, DRRC; (b) in a specific time frame; and (c) related to a particular subject that the Claimant has made relevant to the case. Contrary to Claimant’s assertion, Peru is not requesting any kind of documents but only documents that relate to how DRRC estimated that the investment needed to implement the PAMA projects was USD 195 million. Claimant should be familiar with these documents. Given that the USD 195 million estimate was provided in a form</p>	

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					<p>submitted to the Securities and Exchange Commission, DRRC presumably had to have arrived to the estimate with ample support, as not doing so would mislead the market.</p> <p>Further, Claimant's assertion that the request is unduly burdensome because the requested documents would have been created between 24 and 25 years ago is not a serious objection given that Claimant itself has made requests for documents that were created as long as 25 years ago.</p> <p>Request for Resolution Peru request that Claimant be ordered to disclose the requested documents.</p>	
12	The loan Documents (whether promissory notes, loan agreements, and/or other documents formalizing the loan and terms) between Doe Run Mining and Metaloroya for the	On the same day that the purchase of the Facility was concluded, DRP took nearly the entire USD 126.5 million capital contribution it was obligated to pay into Metaloroya under the STA and gave it to Doe Run Mining in the form of an interest-free USD 125 million loan. (Counter-Memorial Treaty, ¶ 41; Exhibit R-095 , Acquisition Loan, p. 45, Clause		<p>Claimant Renco objects to Request No. 12 for the following reasons.</p> <p><i>First</i>, Request No. 12 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Contrary to Peru's assertions, the requested loan Documents 	<p>Disputed Matters</p> <p>Claimant objects to this request on the following grounds.</p> <p><u>First</u>, Claimant argues that the requested documents lack sufficient relevance and materiality to the</p>	Request granted

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	USD 125 million loan dated 23 October 1997 (Treaty Case)	<p>2.5(f); Exhibit R-094, DRRC SEC Form S-4, p. 31). The Credit Agreement between Doe Run Mining and Bankers Trust Company of 23 October 1997 states that “on the Closing Date, Metaloroya shall loan \$125,000,000 to the Borrower, which shall be represented by a Promissory Note [...]” (Exhibit R-095, Acquisition Loan, p. 45).</p> <p>Further, pursuant to Clause 5.1 of the STA, the Company assumed responsibility to comply “with the obligations contained in Metaloroya’s PAMA, and its eventual amendments.” Renco alleges in paragraphs 95-97 of its Memorial (Treaty) that a decline in metals prices eliminated DRP’s ability to finance its obligations under the STA.</p> <p>The requested Documents are relevant to the Treaty Case and material to its outcome because they provide the Tribunal and Peru with information regarding the reason and need behind the loan between Doe Run Mining and Metaloroya, which, as described by Ms. Kunsman, immediately made it “a higher default risk to creditors by reducing collateral assets, stressed DRP’s liquidity, and limited DRP’s ability to fund its PAMA Commitments.” (Kunsman Expert Report, ¶ 136). These Documents are foundational to Renco’s fair and equitable treatment and expropriation claims</p>		<p>between Doe Run Mining and Metaloroya, which purportedly show the “reason and need behind the loan between Doe Run Mining and Metaloroya” have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA.</p> <ul style="list-style-type: none"> - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP’s restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that “the bulk” of Claimant’s claims falls “outside of the jurisdiction <i>ratione temporis</i> of the Treaty” and that “this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions 	<p>outcome of the case because: (a) the requested documents, which relate to negative consequences that were inflicted by DRP when it took nearly the entire USD 126.5 million capital contribution it was obligated to pay into Metaloroya under the STA and gave it to Doe Run Mining, “have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA”; and (b) given that Peru alleges that the bulk of Claimant’s claims fall outside of the jurisdiction <i>ratione temporis</i> of the Treaty, Peru cannot request documents that pre-date February 1, 2009.</p> <p>Submission (a) is incorrect. Peru notes that if the Tribunal were to analyze whether the MEM’s decision to condition the extension of time to complete the Sulfuric Acid Plant Project was justified, then the question of</p>	

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		<p>because they allow Peru and the Tribunal to fully determine whether Renco's and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall.</p>		<p>that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28).</p> <ul style="list-style-type: none"> - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 12 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction. <p><i>Second</i>, the Documents responsive to Request No. 12 should be in Peru's possession, custody or control.</p> <ul style="list-style-type: none"> - Claimant understands that these Documents were submitted to INDECOPI during DRP's bankruptcy proceedings, specifically in Proceeding No. 33-2010/CCO-INDECOPI related to DRCL's credit. - INDECOPI is a branch of the Peruvian Government. - Claimant understands that the requested Documents remain on 	<p>whether Renco contributed to the financial downfall of DRP or the alleged destruction of its investment will be relevant and material to the outcome of the case.</p> <p>The requested Documents would permit the Tribunal to determine all the implications that virtual elimination of the USD 126.5 million capital contribution had on DRP. As demonstrated in Peru's Counter-Memorial (<i>see</i> Counter-Memorial, § II.B.5), there is enough evidence to demonstrate that the elimination of the capital contribution had many negative consequences for the financial health of DRP. These Documents are foundational to Renco's fair and equitable treatment and expropriation claims because they allow Peru and the Tribunal to fully determine whether Renco's and/or DRP's and/or Renco affiliates' decisions were</p>	

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				<p>file with INDECOPI and that they are available to all creditors of DRP, including the Ministry of Energy and Mines.</p>	<p>the cause of DRP's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall.</p> <p>Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1.</p> <p><u>Secondly</u>, Claimant vaguely states that the documents responsive to Request No. 12 should be in Peru's possession, custody or control. There is no certainty behind Claimant's objection.</p> <p>Peru does not believe this to be the case, and Peru believes the requested documents exist and should be under the power, custody or control of DRP, as it merged with Doe Run Mining and thus became the legal owner of the requested documents.</p> <p>Request for Resolution</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					Peru requests that Claimant be ordered to disclose the requested documents.	
13	All intercompany fee arrangements (as described in Section 150-155 of Peru’s Treaty Counter-Memorial) from from October 1997 to October 2009 that required capital outflow from DRP to Renco and/or DRRC and/or their subsidiaries and/or related companies. (Treaty Case)	<p>Renco extracted cash from DRP through one-sided intercompany fee arrangements that benefitted Renco and its U.S. affiliates. These began on the same day of the Facility acquisition, and were formulated as agency, managerial, hedging, technical, and other agreements. (Counter-Memorial Treaty, ¶ 150).</p> <p>The Audited Financial Statements, Notes section, state that DRP had Related Party Agreements requiring capital outflows to DRRC and DRM for “<i>Technical, Managerial and Professional</i>” services, “<i>Foreign Sales Agency and Hedging</i>” services, “<i>Marketing and Sales Services/International Sales Agency</i>” service, “<i>Trading and Hedging</i>” services, and “<i>Domestic Sales Agency</i>” services. (See, e.g., Exhibit R-074, DRP Financial Statements, as of 31 October 2000 and 1999, pp. 16–18 (addressing “Related party transactions”).</p> <p>The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit Peru and the Tribunal to fully determine all the implications that the intercompany fee arrangements had on DRP. These Documents are foundational to Renco’s</p>	<p>Claimant Renco objects to Request No. 13 for the following reasons.</p> <p><i>First</i>, Request No. 13 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed.</p> <ul style="list-style-type: none"> - Request No. 13 spans a period of 13 years, from October 1997 to October 2009. - In what clearly is a fishing expedition to find anything remotely helpful to Peru’s position in the Treaty Case, Request No. 13 also seeks “<i>all intercompany fee arrangements</i>” (emphasis added). This means that there is a sprawling universe of Documents that is potentially responsive to this broadly crafted request. <p><i>Second</i>, Request No. 13 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Contrary to Peru’s assertions, the requested intercompany fee arrangements between Renco and its affiliates have no bearing 	<p>Disputed Matters</p> <p>Claimant objects to this request on the following grounds.</p> <p><u>First</u>, Claimant alleges that Peru has failed to identify a narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA Rules, identification “<i>with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared</i>” is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement.</p> <p>Here, Peru requested documents: (a) that should all be with DRP; (b) from October 1997 to October 2009; (c) of intercompany fee arrangements (as described in Section 150-</p>	Request granted	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		<p>fair and equitable treatment and expropriation claims because they allow Peru and the Tribunal to fully determine whether Renco's and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall.</p>		<p>on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA.</p> <ul style="list-style-type: none"> - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction <i>ratione temporis</i> of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). 	<p>155 of Peru's Treaty Counter-Memorial). The request relates to documents from an identified entity, within a specific time frame and in respect to a particular subject.</p> <p>With respect to the 12-year timeframe, the dates are intentional, specific, and with a strong basis, because the period from October 1997 to October 2009 represents the period from the signing of the STA to the date DRP had to complete the Sulfuric Acid Plant Project under the 2006 Extension.</p> <p><u>Secondly</u>, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the requested documents, which contributed to the true cause of DRP's failure to comply with its PAMA and STA obligations, "have no bearing on whether Peru has, in fact, breached its</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<ul style="list-style-type: none"> - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over “the bulk” of Renco’s Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty’s entry into force, while on the other hand ask for documents as it does in Request No. 13 that are related to events and time periods that it alleges are not within the Tribunal’s jurisdiction. <p><i>Third</i>, Request No. 13 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - As explained above, the scope and timeframe of Peru’s Request No. 13 are incredibly broad. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created between 13 and 25 years ago. 	<p>obligations under the U.S.-Peru FTA”; and (b) given that Peru alleges that the bulk of Claimant’s claims fall outside of the jurisdiction <i>ratione temporis</i> of the Treaty, Peru cannot request documents that pre-date February 1, 2009.</p> <p>Submission (a) is incorrect. Peru demonstrated in its Counter-Memorial that Renco took a series of steps that led to its failure to comply with its environmental obligations, including by having intercompany fee arrangements (as described in Section 150-155 of Peru’s Treaty Counter-Memorial). Peru, with the limited information available, has already put forth evidence that demonstrates Renco’s actions compromised DRP’s ability to meet its obligations (<i>See</i> Counter-Memorial, § II.C). As a result, Peru has valid reasons to believe that these</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>documents will provide the Tribunal with evidence that is material to the outcome of the case. In Peru’s Counter-Memorial, Peru pointed out the severe consequences of these agreements (<i>See Counter-Memorial</i>, ¶¶ 167-168: “Ms. Kunsman opines in her report that if Doe Run Mining had not taken DRP’s original capital contribution, and if DRP had not been forced to make intercompany payments, ‘these two outflows groups alone could have satisfied approximately 68.8% of DRP’s PAMA Commitments.’ Together, these corporate machinations driven by Renco set up DRP to fail—well before any alleged measure by Peru or the 2008–2009 financial crisis”).</p> <p>Further, Renco’s first and third objections to this request are telling. In Renco’s view, the request</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>would be “overly burdensome” or lead to a “sprawling universe of Documents.” That alone is evidence that more of these relevant documents exist.</p> <p>Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1.</p> <p><u>Thirdly</u>, Claimant argues that this request is “unreasonably burdensome”. This is incorrect. As stated above, Peru has identified a narrow category of documents (a) DRP; (b) in a specific time frame; and (c) related to a particular subject. Contrary to Claimant’s assertion, Peru is not requesting any kind of documents but only those that are intercompany fee arrangements (as described in Section 150-155 of Peru’s Treaty Counter-Memorial), which as discussed above, is</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>relevant and material to the case given the serious questions regarding DRP's ability to comply with its environmental obligations. Claimant should be familiar with these documents.</p> <p>Request for Resolution Peru request that Claimant be ordered to disclose the requested documents.</p>	
14	<p>Documents of DRP, Renco, DRRC, and/or DRCL from October 1997 to October 2009 that explain, summarize, detail, address, discuss, or analyze DRP's 10-year, US\$ 300 million Capital Investment Program. (Treaty Case)</p>	<p>On 11 May 1998, DRRC announced a US\$ 300 million Capital Investment Program (the "Capital Investment Program") to fund DRP's PAMA obligations and modernization commitments and disclosed such to investors in its Registration Statement: "Doe Run Peru has developed a ten-year Capital Investment Program of approximately \$300.0 million designed to improve its operations, as well as to address these environmental requirements and fulfill the Investment Commitment." (See IK-007, DRRC's Registration Statement, p. 26).</p> <p>The requested Documents are relevant to the Treaty Case and material to its outcome because the fact that DRRC presented a specific timeline (i.e., 10-year) and a specific budget (i.e., USD 300</p>		<p>Claimant Renco objects to Request No. 14 for the following reasons.</p> <p><i>First</i>, Request No. 14 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed.</p> <ul style="list-style-type: none"> - Request No. 14 spans a period of 12 years, from October 1997 to October 2009, and is directed at multiple entities. - In what is clearly a fishing expedition to find anything remotely helpful to Peru's position in the Treaty Case, Request No. 14 also seeks all Documents that "explain, summarize, detail, address, discuss, or analyze" DRP's Capital Investment Program. 	<p>Disputed Matters Claimant objects to this request on the following grounds.</p> <p><u>First</u>, Claimant alleges that Peru has failed to identify a narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA Rules, identification "<i>with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared</i>" is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules.</p>	Request denied

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		<p>million) implies that the plan was specific with details. These Documents are foundational to Renco’s fair and equitable treatment and expropriation claims because the details would permit Peru and the Tribunal to determine whether Renco’s and/or DRP’s and/or Renco affiliates’ decisions were the cause of DRP’s failure to satisfy its obligations under the STA and PAMA and the true cause of DRP’s financial downfall.</p>		<p>However, Peru does not state with any specificity what kind of Documents would be responsive to Request No. 14.</p> <ul style="list-style-type: none"> - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. <p><i>Second</i>, Request No. 14 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Contrary to Peru’s assertions, whether DRRC’s Capital Investment plan from 1998 was “specific with details” has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP’s restructuring plans. 	<p>Peru has fully complied with that requirement.</p> <p>Here, Peru requested documents: (a) of DRP, Renco, DRRC, and/or DRCL; (b) from October 1997 to October 2009; (c) of DRP’s 10-year, US\$ 300 million Capital Investment Program. The request relates to documents from an identified entity, within a specific time frame and in respect to a particular subject.</p> <p>With respect to the 12-year timeframe, the dates are intentional, specific, and with a strong basis, because the period from October 1997 to October 2009 represents the period from the signing of the STA to the date DRP had to complete the Sulfuric Acid Plant Project under the 2006 Extension. However, Peru will modify its request to documents created from October 1997 to 11 May 1998 (the date that DRRC</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<ul style="list-style-type: none"> - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that “the bulk” of Claimant’s claims falls “outside of the jurisdiction <i>ratione temporis</i> of the Treaty” and that “this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty’s entry into force on 1 February 2009” (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over “the bulk” of Renco’s Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty’s entry into force, while on the other hand ask for documents as it does in Request No. 14 that are related to events and time periods that it alleges are not within the Tribunal’s jurisdiction. <p><i>Third</i>, Request No. 14 is unreasonably burdensome and Renco should not have</p>	<p>announced the Capital Investment Program.).</p> <p>With respect to the entities, Peru reiterates that it believes DRP, Renco, DRRC, and/or DRCL should have the requested documents, but will modify its request to only DRP and DRRC.</p> <p>Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines “Documents” in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP’s major decision to drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings.</p> <p><u>Secondly</u>, Claimant argues that the requested</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>to search for, collect, review, and produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - As explained above, the scope and timeframe of Peru’s Request No. 14 are incredibly broad. - Peru also fails to state with any specificity what types of documents would be responsive to Request No. 14. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created between 13 and 25 years ago. 	<p>documents lack sufficient relevance and materiality to the outcome of the case because: (a) DRP’s 10-year, US\$ 300 million Capital Investment Program would “have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA”; and (b) given that Peru alleges that the bulk of Claimant’s claims fall outside of the jurisdiction <i>ratione temporis</i> of the Treaty, Peru cannot request documents that pre-date February 1, 2009.</p> <p>Submission (a) is incorrect. Peru notes that if the Tribunal were to analyze whether the MEM’s decision to condition the extension of time to complete the Sulfuric Acid Plant Project was justified, then the question of whether Renco contributed to the financial downfall of DRP or the alleged destruction of its investment will be relevant</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>and material to the outcome of the case. These Documents are foundational to Renco's fair and equitable treatment and expropriation claims because the details would permit Peru and the Tribunal to determine whether Renco's and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall.</p> <p>Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1.</p> <p><u>Thirdly</u>, Claimant argues that this request is "unreasonably burdensome". This is incorrect. Peru has identified a narrow category of documents (a) now of two companies, DRP and DRRC; (b) in a</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>specific time frame, now from October 1997 to 11 May 1998; and (c) related to a particular subject that the Claimant has made relevant to the case. Contrary to Claimant’s assertion, Peru is not requesting any kind of documents but only documents that relate to DRP’s 10-year, US\$ 300 million Capital Investment Program.</p> <p>Further, Claimant’s assertion that the documents would have been created between 13 and 25 years ago is not a serious objection, as Claimant itself has made requests for documents that were created as long as 25 years ago.</p> <p>Request for Resolution Peru requests that Claimant be ordered to disclose the requested documents with the modifications expressed in this response.</p>	
15	The “list” of “unfunded projects	In a memo to Mr. Zelms, President/CEO of DRRC, Mr. Buckley conveyed that		Claimant Renco objects to Request No. 15 because it is neither relevant to the	Disputed Matters	Request granted

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	with aggregate rates of return of around 50%” as mentioned by Mr. Buckley on p. 4 of R-085 , Memorandum from DRP (J. Zelms), 4 September 2000. (Treaty Case)	DRP faced serious problems, including threats related to the reversal of the capital contribution and large upstream payments. (Counter-Memorial Treaty, ¶ 158). In the same memo from Mr. Buckley to Mr. Zelms, Mr. Buckley conveys the following: “We need to do a better job with capital budgeting, and we need to tie that activity to long term strategic objectives across the company. For instance, La Oroya is profitable, but is an old and inefficient facility. EBITDA there is declining, and we have not made the investments necessary to sustain and improve the operation. In addition to replacement capital and ferrites project, we have a list of unfunded projects with aggregate rates of return of around 50%” (Exhibit R-085 , Memorandum from DRP (J. Zelms), 4 September 2000, p. 4). The requested “list” of “unfunded projects with aggregate rates of return of around 50%” is relevant to the Treaty Case and material to its outcome because the “list” would allow Peru and the Tribunal to determine and compare how other unfunded projects were able to obtain an aggregate rate of return of around 50%. These Documents are foundational to Renco’s fair and equitable treatment and expropriation claims because they allow Peru and the Tribunal to fully determine whether Renco’s and/or DRP’s and/or		Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. <ul style="list-style-type: none"> - Contrary to Peru’s assertions, this “list,” allegedly containing information about “how other unfunded projects were able to contain an aggregate rate of return around 50%,” has no bearing on whether Peru has, in fact, violated its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP’s restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that “the bulk” of Claimant’s claims falls “outside of the jurisdiction <i>ratione temporis</i> of the Treaty” 	Claimant objects to this request on the following grounds. Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the requested “list,” which relates to Renco’s FET claim of the effect of the global financial crisis and its entitlement to the 2009 Extension, “has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA;” and (b) given that Peru alleges that the bulk of Claimant’s claims fall outside of the jurisdiction <i>ratione temporis</i> of the Treaty, Peru cannot request documents that pre-date February 1, 2009. Submission (a) is incorrect. Peru notes that if the Tribunal were to have access to the requested “list” of “unfunded projects with aggregate rates of return of around 50%,” it	

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		Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall.		<p>and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28).</p> <ul style="list-style-type: none"> - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 15 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction. 	<p>would allow Peru and the Tribunal to determine and compare how other unfunded projects were able to obtain an aggregate rate of return of around 50%, and in turn fully determine whether Renco's and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall. In order to understand whether Claimant's claims regarding the effect of the global financial crisis are credible, which they are not, it is necessary to understand DRP's operations and its ability to satisfy its environmental obligations and financial commitments.</p> <p>Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1.</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					Request for Resolution Peru request that Claimant be ordered to disclose the requested documents.	
16	The memorandum on business strategy that is mentioned by Mr. Buckley to Mr. Zelms on p. 6 of mentioned at p. 6 of Exhibit R-085 , Memorandum from DRP (J. Zelms), 4 September 2000. (Treaty Case)	In a memo to Mr. Zelms, President/CEO of DRRC, Mr. Buckley conveyed that DRP faced serious problems, including threats related to the reversal of the capital contribution and large upstream payments. (Counter-Memorial Treaty, ¶ 158). In the same memo from Mr. Buckley to Mr. Zelms, Mr. Buckley conveys the following: “Jeff, Herewith the memo on business strategy that we promised several weeks ago. Several of the issues and options were discussed today during the video conference. However, we feel that our thoughts and recommendations should be discussed at the next executive committee meeting on September 21st.” (Exhibit R-085 , Memorandum from DRP (J. Zelms), 4 September 2000, p. 6). The requested memorandum on business strategy is relevant to the Treaty Case and material to its outcome because the memo addresses “issues” and “options” for problems that were occurring and recurring with DRP. These Documents are foundational to Renco’s fair and equitable treatment and expropriation	Claimant Renco objects to Request No. 16 because it is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. <ul style="list-style-type: none"> - Contrary to Peru’s assertions, the requested memorandum on business strategy that apparently discusses certain financial “problems” with DRP in 2000 has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP’s restructuring plans. 	Disputed Matters Claimant objects to this request on the following grounds. Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the requested “memorandum on business strategy that apparently discusses certain financial ‘problems’ with DRP in 2000 has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA; and (b) given that Peru alleges that the bulk of Claimant’s claims fall outside of the jurisdiction <i>ratione temporis</i> of the Treaty, Peru cannot request documents that pre-date February 1, 2009.	Request granted.	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		claims because they allow Peru and the Tribunal to fully determine whether Renco's and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall.		<ul style="list-style-type: none"> - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that “the bulk” of Claimant’s claims falls “outside of the jurisdiction <i>ratione temporis</i> of the Treaty” and that “this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty’s entry into force on 1 February 2009” (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over “the bulk” of Renco’s Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty’s entry into force, while on the other hand ask for documents as it does in Request No. 16 that are related to events and time periods that it alleges are not within the Tribunal’s jurisdiction. 	<p>Submission (a) is incorrect. Peru notes that if the Tribunal were to have access to the requested memorandum that addresses serious “issues” and “options” for problems that were occurring and recurring with DRP, it would assist the Tribunal in determining whether Renco’s and/or DRP’s and/or Renco affiliates’ decisions were the cause of DRP’s failure to satisfy its obligations under the STA and PAMA. This makes the memorandum foundational to Renco’s fair and equitable treatment and expropriation claims.</p> <p>Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1.</p> <p>Request for Resolution</p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					Peru request that Claimant be ordered to disclose the requested documents.	
17	Documents of DRP, Renco, and/or DRRC that explain, summarize, detail, address, discuss, or analyze the 21 September 2000 “executive committee meeting” mentioned at p. 6 of Exhibit R-085 , Memorandum from DRP (J. Zelms), 4 September 2000. (Treaty Case)	<p>In a memo to Mr. Zelms, President/CEO of DRRC, Mr. Buckley conveyed that DRP faced serious problems, including threats related to the reversal of the capital contribution and large upstream payments. (Counter-Memorial Treaty, ¶ 158). In the same memo from Mr. Buckley to Mr. Zelms, Mr. Buckley conveys the following: “Jeff, Herewith the memo on business strategy that we promised several weeks ago. Several of the issues and options were discussed today during the video conference. However, we feel that our thoughts and recommendations should be discussed at the next executive committee meeting on September 21st.” (Exhibit R-085, Memorandum from DRP (J. Zelms), 4 September 2000, p. 6).</p> <p>The requested Documents regarding the executive committee meeting are relevant to the Treaty Case and material to its outcome because they address “issues” and “options” for problems that were occurring and recurring with DRP. These Documents are foundational to Renco’s fair and equitable treatment and expropriation claims because they allow Peru and the Tribunal to fully determine</p>	<p>Claimant Renco objects to Request No. 17 for the following reasons.</p> <p><i>First</i>, Request No. 17 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Contrary to Peru’s assertions, the requested Documents, which relate to a 2000 “executive committee meeting” about certain financial “problems” with DRP in 2000, have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP’s restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru 	<p>Disputed Matters</p> <p>Claimant objects to this request on the following grounds.</p> <p><u>First</u>, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the requested documents about the 21 September 2000 “executive committee meeting” have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA; and (b) given that Peru alleges that the bulk of Claimant’s claims fall outside of the jurisdiction <i>ratione temporis</i> of the Treaty, Peru cannot request documents that pre-date February 1, 2009.</p> <p>Submission (a) is incorrect. Peru notes that if the Tribunal were to have access to the requested</p>	Request granted	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		whether Renco's and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall.		<p>FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction <i>ratione temporis</i> of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28).</p> <ul style="list-style-type: none"> - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 17 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction. <p><i>Second</i>, Request No. 17 is unreasonably burdensome and Renco should not have to search for, collect, review, and</p>	<p>Documents from the 21 September 2000 "executive committee meeting," where the involved parties addressed the serious "issues" and "options" for problems that were occurring and recurring with DRP, it would assist the Tribunal in determining whether Renco's and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA. Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1.</p> <p><u>Secondly</u>, Claimant argues that this request is "unreasonably burdensome". This is incorrect. Indeed, Peru has identified a narrow category of documents (a) of DRP, Renco, and/or DRRC; and (b) related to a precise meeting. Claimant</p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - The scope of Request No. 17 is incredibly broad, as it seeks all documents “that explain, summarize, detail, address, discuss, or analyze the 21 September 2000 “executive committee meeting” mentioned at p. 6 of Exhibit R-085.” - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly crafted request. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created more than 22 years ago. 	<p>should be familiar with these documents. Further, if, as Claimant suggests, there is a “sprawling universe” of documents, then that makes the request all the more relevant and material, as there is a record of extensive discussion about the “serious problems, including threats related to the reversal of the capital contribution and large upstream payments”</p> <p>Request for Resolution Peru request that Claimant be ordered to disclose the requested documents.</p>	
18	Documents of DRRC, DRP, and/or Renco that explain, summarize, detail, address, discuss, or analyze DRRC’s noncompliance with the terms of the Doe Run Term Loan and the Existing Doe Run Revolving Credit Facility for the fiscal	<p>Renco and DRRC extracted cash from DRP through one-sided intercompany fee arrangements that benefitted Renco, DRRC, and its U.S. affiliates. These began on the same day of the Facility acquisition, and were formulated as agency, managerial, hedging, technical, and other agreements. (Counter-Memorial Treaty, ¶ 158).</p> <p>The negative ramifications DRP suffered from the intercompany deals benefitting</p>	<p>Claimant Renco objects to Request No. 18 for the following reasons.</p> <p><i>First</i>, Request No. 18 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Contrary to Peru’s assertions, the requested Documents relating to the terms of the Loan or Revolving Credit Facility for the fiscal year 1998 have no 	<p>Disputed Matters</p> <p>Claimant objects to this request on the following grounds.</p> <p><u>First</u>, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the requested documents about “DRRC’s</p>	Request denied	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	<p>quarter ended 31 January 1998, as mentioned on p. 22 of DRRC's Form S-4 Registration Statement (IK-007). (Treaty Case)</p>	<p>Renco entities were evident for years. DRP's own documents are replete with warnings by DRP executives, auditors, financial experts, and banks alerting stakeholders that the business model was fundamentally flawed and threatened DRP's ability to meet its obligations or even to remain a going concern. Many such instances have since been revealed in the Missouri Litigations, even in the limited part of the record available to the public. (Counter-Memorial Treaty, ¶ 156). Additionally, in its Registration Statement dated 11 May 1998, DRRC stated the following: "Doe Run was not in compliance with the minimum net worth and maximum leverage ratio covenants under the Doe Run Term Loan and the Existing Doe Run Revolving Credit Facility for the fiscal quarter ended January 31, 1998, for which Doe Run received waivers." (IK-007, DRRC's Form S-4 Registration Statement, p. 22). The requested Documents are relevant to the Treaty Case and material to its outcome because they would allow the Tribunal and Peru to evaluate and determine DRRC's financial situation and its inability to assist DRP in complying with its financial and environmental obligations under the STA and PAMA. These Documents are foundational to Renco's fair and equitable treatment and</p>	<p>bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA.</p> <ul style="list-style-type: none"> - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction <i>ratione temporis</i> of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). 	<p>noncompliance with the terms of the Doe Run Term Loan and the Existing Doe Run Revolving Credit Facility for the fiscal quarter ended 31 January 1998" have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA; and (b) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction <i>ratione temporis</i> of the Treaty, Peru cannot request documents that pre-date February 1, 2009.</p> <p>Submission (a) is incorrect. Peru notes that if the Tribunal were to have access to the requested Documents about DRRC's noncompliance with the terms of the Doe Run Term Loan and the Existing Doe Run Revolving Credit Facility, it would assist the Tribunal in determining whether Renco's and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure</p>		

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		<p>expropriation claims because they allow Peru and the Tribunal to fully determine whether Renco’s and/or DRP’s and/or Renco affiliates’ decisions were the cause of DRP’s failure to satisfy its obligations under the STA and PAMA and the true cause of DRP’s financial downfall.</p>		<ul style="list-style-type: none"> - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over “the bulk” of Renco’s Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty’s entry into force, while on the other hand ask for documents as it does in Request No. 18 that are related to events and time periods that it alleges are not within the Tribunal’s jurisdiction. <p><i>Second</i>, Request No. 18 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - The scope of Request No. 18 is incredibly broad, as it seeks all documents “that explain, summarize, detail, address, discuss, or analyze DRRC’s noncompliance with the terms of the Doe Run Term Loan and the Existing Doe Run Revolving Credit Facility for the fiscal quarter ended 31 January 1998.” - This means that there is a sprawling universe of Documents that is potentially 	<p>to satisfy its obligations under the STA and PAMA. As Peru explained in its Counter-Memorial, DRP’s own documents are replete with warnings by DRP executives, auditors, financial experts, and banks alerting stakeholders that the business model was fundamentally flawed and threatened DRP’s ability to meet its obligations or even to remain a going concern. (Counter-Memorial Treaty, ¶ 156). DRRC’s financial situation and its inability to assist DRP in complying with its financial and environmental obligations under the STA and PAMA is foundational to Renco’s fair and equitable treatment and expropriation claims because it allows Peru and the Tribunal to fully determine whether Renco’s and/or DRP’s and/or Renco affiliates’ decisions were the cause of DRP’s failure to satisfy its obligations under the STA and PAMA</p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>responsive to this broadly crafted request.</p> <ul style="list-style-type: none"> - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created more than 24 years ago. 	<p>and the true cause of DRP’s financial downfall.</p> <p>Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1.</p> <p><u>Secondly</u>, Claimant argues that this request is “unreasonably burdensome”. This is incorrect. Indeed, Peru has identified a narrow category of documents (a) of DRP, Renco, and/or DRRC; and (b) related to two precise issues. Claimant should be familiar with these documents.</p> <p>Request for Resolution Peru request that Claimant be ordered to disclose the requested documents.</p>	
19	Attachments referenced in the email message header of R-084 , Email from Credit Lyonnais (A).	In R-084 , Email from Credit Lyonnais (A. Corvalan) to DRP (E. Peitz), 4 July 2000, Ana Corvalan from Credit Lyonnais wrote to Erick Peitz, Treasurer for DRP, and attached a “discussion document with		Claimant Renco objects to Request No. 19 because it is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.	Disputed Matters Claimant objects to this request on the following grounds.	Request granted

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	<p>Corvalan) to DRP (E. Peitz), 4 July 2000 and R-092, Email from DRP (E. Peitz) to DRRC (B. Neil), 13 March 2006. (Treaty Case)</p>	<p>comments and questions regarding the last set of projections received on June 21.” Peru obtained the email R-084 through the publicly available record of the Missouri Litigations, but was not able to obtain the attachment entitled “DR discussion doc on May projections.doc.”</p> <p>Similarly, in a March 2006 email from Eric Peitz to Bruce Neil attaching DRP’s cash flow projections from 2006 to 2010, Mr. Peitz sounded the following alarm: “Please note that the cash flow is not sufficient to support PAMA, sustaining CAPEX, and the reactor. We run out of money in 2007” (R-092, Email from DRP (E. Peitz) to DRRC (B. Neil), 13 March 2006). The aforementioned email attached “cash flow worksheets” entitled “Book1.xls; Flujo LP 06 – 10 PAMA CRU No Zn No Cob.xls; Flujo LP 06 – 10 PAMA CRU No Zn No Cob con reactor.xls.” Peru obtained the email R-092 through the publicly available record of the Missouri Litigations, but was not able to obtain the attachments to the email.</p> <p>The requested attachments referenced in R-084 and R-092 are relevant to the Treaty Case and material to its outcome because they would permit Peru and the Tribunal to determine the true cause of</p>		<ul style="list-style-type: none"> - Contrary to Peru’s assertions, attachments to emails about DRP’s projections in 2006 and 2009 have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP’s restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that “the bulk” of Claimant’s claims falls “outside of the jurisdiction <i>ratione temporis</i> of the Treaty” and that “this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty’s entry into force on 1 February 2009” 	<p>Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the requested emails about DRP’s projections in 2006 and 2009 have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA; and (b) given that Peru alleges that the bulk of Claimant’s claims fall outside of the jurisdiction <i>ratione temporis</i> of the Treaty, Peru cannot request documents that pre-date February 1, 2009.</p> <p>Submission (a) is incorrect. Peru notes that if the Tribunal were to have access to the requested attachments that address the projections of DRP and that relate to DRP not having “sufficient to support PAMA” and to sustain CAPEX, this would be relevant and material to the outcome of the case. The requested attachments</p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		DRP's failure to comply with its PAMA and STA obligations and the true cause of DRP's financial downfall. This information would in turn allow the Tribunal to further analyze Renco's fair and equitable treatment and expropriation claims.		(Counter-Mem. (Treaty Case), ¶ 28). <ul style="list-style-type: none"> - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 19 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction. 	referenced in R-084 and R-092 are relevant to the Treaty Case and material to its outcome because they would permit Peru and the Tribunal to determine the true cause of DRP's failure to comply with its PAMA and STA obligations and the true cause of DRP's financial downfall. Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1. Request for Resolution Peru request that Claimant be ordered to disclose the requested documents.	
20	The "Presentation Booklets" referenced at p. 2 of Exhibit R-090 , Email from DRRC (J. Zelms) to Renco Group (I. Rennert), attaching the Pierre Larroque Report on Peru Financing	Renco and DRRC bled DRP of cash through one-sided intercompany fee arrangements that benefitted Renco, DRRC, and its U.S. affiliates. These began on the same day of the Facility acquisition, and were formulated as agency, managerial, hedging, technical,		Claimant Renco objects to Request No. 20 because it is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. <ul style="list-style-type: none"> - Contrary to Peru's assertions, the "Booklets" discussing improvements to DRP's 	Disputed Matters Claimant objects to this request on the following grounds. Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome	Request granted

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	Status, 19 October 2005. (Treaty Case)	<p>and other agreements. (Counter-Memorial Treaty, ¶ 158).</p> <p>The negative ramifications DRP suffered from the intercompany deals benefitting the U.S. Renco entities were evident for years. DRP’s own documents are replete with warnings by DRP executives, auditors, financial experts, and banks alerting stakeholders that the business model was fundamentally flawed and threatened DRP’s ability to meet its obligations or even to remain a going concern. Many such instances have since been revealed in the Missouri Litigations, even in the limited part of the record available to the public. (Counter-Memorial Treaty, ¶ 156).</p> <p>Additionally, in an email dated 19 October 2005 from Mr. Zelms to Mr. Rennert, he stated the following: “A \$310 million PAMA and Modernization Facility will allow DRP to improve its EBITDA margin by about \$60 million (This is conservative – See Presentation Booklets.)” (Exhibit R-090, Email from DRRC (J. Zelms) to Renco Group (I. Rennert), attaching the Pierre Larroque Report on Peru Financing Status, 19 October 2005, p. 2).</p> <p>The requested “Presentation Booklets” are relevant to the Treaty Case and material to its outcome because they are</p>		<p>EBITDA margin in 2005 have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA.</p> <ul style="list-style-type: none"> - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP’s restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that “the bulk” of Claimant’s claims falls “outside of the jurisdiction <i>ratione temporis</i> of the Treaty” and that “this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty’s entry into force on 1 February 2009” (Counter-Mem. (Treaty Case), ¶ 28). 	<p>of the case because: (a) the requested “Booklets” discussing improvements to DRP’s EBITDA margin in 2005 have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA; and (b) given that Peru alleges that the bulk of Claimant’s claims fall outside of the jurisdiction <i>ratione temporis</i> of the Treaty, Peru cannot request documents that pre-date February 1, 2009.</p> <p>Submission (a) is incorrect. Peru notes that if the Tribunal were to have access to the requested booklets that address ways to improve DRP’s EBITDA, it would assist the Tribunal in understanding the opportunities that DRP had at its disposal in order to become more profitable, and therefore more able to finance its environmental obligations. This would in turn allow the Tribunal to determine whether Renco’s</p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		foundational to Renco’s fair and equitable treatment and expropriation claims because they allow Peru and the Tribunal to fully determine whether DRP had the ability to comply with its financial and environmental obligations under the STA and PAMA.		<ul style="list-style-type: none"> - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over “the bulk” of Renco’s Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty’s entry into force, while on the other hand ask for documents as it does in Request No. 20 that are related to events and time periods that it alleges are not within the Tribunal’s jurisdiction. 	<p>and/or DRP’s and/or Renco affiliates’ decisions were the cause of DRP’s failure to satisfy its obligations under the STA and PAMA and DRP’s downfall. This makes the memorandum foundational to Renco’s fair and equitable treatment and expropriation claims.</p> <p>Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1.</p> <p>Request for Resolution Peru request that Claimant be ordered to disclose the requested documents.</p>	
21	Documents of Renco and/or DRRC from March 1997 to October 1997 in relation to the preparation of the bidding documentation that was put forward to present themselves as suitable candidates for acquiring Metaloroya	In March 1997, CEPRI announced an international tender, inviting private investors to bid for Metaloroya (Treaty Counter-Memorial, ¶ 102; Exhibit R-187 , Bidding Terms (Second Round); See also Exhibit C-104 , 1999 White Paper, p. 72). Bidders were required to demonstrate: (a) technical capacity, i.e. the bidder had to have “operate[d] or [] implemented metallurgical processes in a production		<p>Claimant Renco objects to Request No. 21 for the following reasons.</p> <p><i>First</i>, Request No. 21 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed.</p> <ul style="list-style-type: none"> - Peru fails to state with any specificity what kind of 	<p>Disputed Matters</p> <p>Claimant objects to this request on the following grounds.</p> <p><u>First</u>, Claimant alleges that Peru has failed to identify a narrow and specific category of documents. This is incorrect. As</p>	Request denied

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	<p>during the international tender both from a technical and financial perspective. (Treaty Case)</p>	<p>capacity of at least 50,000 annual tons”; and (b) financial capacity, i.e. the bidder had “to have net assets no lower than USD 50,000,000” (Treaty Counter-Memorial, ¶ 103; Exhibit R-187, Bidding Terms (Second Round), p. 18; Exhibit R-188, Renco Prequalification, Centromín, 6 March 1997, p. 46).</p> <p>The requested Documents are relevant to the Treaty Case and material to its outcome because a determination of whether Renco and DRRC had the financial and technical capability of enabling DRP to perform its obligations under the STA is relevant for determining whether DRP’s failure to complete the Sulfuric Acid Plant Project was caused by DRP’s actions and capabilities within its control. This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco’s fair and equitable treatment and expropriation claims.</p>		<p>Documents would be responsive to Request No. 21.</p> <ul style="list-style-type: none"> - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. <p><i>Second</i>, Request No. 21 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - That the Renco Consortium bid for and won the auction for the La Oroya Complex is not at issue in the Treaty Case (<i>see</i> Mem. (Treaty Case), § II.C; Counter-Mem. (Treaty Case), ¶ 110. - Therefore, contrary to Peru’s assertions, documents related to the preparation of the bidding process for Metaloroya have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) 	<p>explained in the commentary on the IBA Rules, identification "<i>with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared</i>" is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement.</p> <p>Here, Peru requested documents: (a) of Renco and/or DRRC; (b) from March 1997 to October 1997; and (c) in relation to the preparation of the documentation that Claimant submitted to present itself as a suitable candidate to bid for Metaloroya. This a narrow time frame and subject. It relates to documents from identified entities, within a specific time frame and in respect to a particular subject.</p> <p>Additionally, Claimant asserts that Respondent does not state with any specificity what type of</p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans.</p> <ul style="list-style-type: none"> - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction <i>ratione temporis</i> of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 21 that are related to events and time periods that it 	<p>Documents would be responsive. Respondent, however, defines "Documents" in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP's major decision to drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings.</p> <p><u>Secondly</u>, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the fact that Claimant bid and won the auction is not in dispute, and the requested documents, which all relate to the bidding process, "have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA"; and (b) given that Peru alleges that the bulk of</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>alleges are not within the Tribunal's jurisdiction.</p> <p><i>Third</i>, Request No. 21 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - As explained above, the scope of Peru's Request No. 21 is incredibly broad. - Peru also fails to state with any specificity what kind of Documents would be responsive to Request No. 21. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created more than 25 years ago. 	<p>Claimant's claims fall outside of the jurisdiction <i>ratione temporis</i> of the Treaty, Peru cannot request documents that pre-date February 1, 2009.</p> <p>Submission (a) is not serious because Claimant itself has requested documents that relate to the bidding process precisely because they were relevant and material (see requests 6 and 10 of the Claimants' documents productions requests, Contract Case). These documents cannot simply be irrelevant when Claimant is requested to produce them. On any view, the documents are relevant because Claimant represented that it was capable – both from a technical and financial perspective – to comply with its environmental obligations. That Claimant won the bid. That is obvious. But what matters is the accuracy of the representations it made to win it. It is Peru's case that Claimant's non-compliance</p>	

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					<p>of its obligations under the STA, as well as Claimant's poor financial situation, is the consequence of Claimant's own making, not Peru's. Peru's treatment of Claimant, in dispute, was on Peru's case: fair, equitable and reasonable, after Claimant repeatedly reneged to comply with what it represented it was capable of – and committed to – do. Claimant could never have had any expectations of receiving multiple extensions to comply with its obligations under the STA, nor has Peru interfered with DRP's restructuring plans amounting to expropriation. The requested documents will serve to decide upon these issues.</p> <p>Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1.</p> <p><u>Thirdly</u>, Claimant argues that this request is</p>	

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					<p>“unreasonably burdensome”. This is incorrect. As stated above, Peru has identified a narrow category of documents (a) of Renco and/or DRRC; (b) in a specific time frame; and (c) related to a particular subject. Contrary to Claimant’s assertion, Peru is not requesting any kind of documents but those that relate to the preparation of the bidding documentation that was put forward by Claimant to demonstrate its technical and financial credentials. Claimant should be familiar with these documents.</p> <p>Further, Claimant’s assertion that the documents would have been created 25 years ago cannot be a serious objection. It is disingenuous for Claimant to raise this objection, as Claimant itself has made requests for documents that were created as long as 25 years ago.</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p><u>Request for Resolution</u> Peru requests that Claimant be ordered to disclose the requested documents.</p>	
22	<p>Documents that were produced by Renco and/or DRRC before, during and after the visit of CEPRI's representatives DRRC's Herculaneum facilities on 19-22 October 1996 in relation to the same. (Treaty Case)</p>	<p>During the tender phase, Renco represented to CEPRI that its subsidiary, DRRC: (a) had twenty (20) years of experience in ore extractions including lead, zinc and copper; (b) owned and operated six (6) mines and four (4) plants; and (c) operated higher annual capacities than the 50,000 annual tons required for prequalification at its Missouri facilities in Herculaneum and Boss (Treaty Counter-Memorial, ¶ 104; Exhibit R-188, Renco Prequalification, Centromín, 6 March 1997, p. 35).</p> <p>As part of the tender process, Centromin visited DRRC's Herculaneum facility. During the visit to DRRC's Herculaneum facilities, DRRC represented that it: (a) used technology that balanced profitability for the business and management of factors that affect the environment with relatively low investments; and (b) complied with environmental and human health regulations (Treaty Counter-Memorial, ¶ 106; Exhibit R-189, Report on Visit to</p>		<p>Claimant Renco objects to Request No. 22 for the following reasons.</p> <p><i>First</i>, Request No. 22 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed.</p> <ul style="list-style-type: none"> - It is unclear what the term "produced" means in the context of CEPRI's visit to Herculaneum. - Peru also does not state with any specificity what types of Documents would be responsive to Request No. 22. - Moreover, in what is clearly a fishing expedition to find anything remotely helpful to Peru's position in the Treaty Case, Peru vaguely requests all Documents produced "before, during and after the visit," instead of providing a relevant, documentation limiting timeframe. - This means that there is a sprawling universe of 	<p>Disputed Matters</p> <p>Claimant objects to this request on the following grounds.</p> <p><u>First</u>, Claimant alleges that Peru has failed to identify a narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA Rules, identification "<i>with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared</i>" is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement.</p> <p>Here, Peru requested documents: (a) produced by Renco and/or DRRC; (b) before, during and after the visit of CEPRI's</p>	Request denied

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		<p>the Herculaneum Site (19–22 October 1996), 25 October 1996, pp. 12–13). In its Memorial, Renco omitted that it “knew that ongoing operations (as opposed to historical operations) posed the greatest health risks to those living within the vicinity of a smelter. At its Herculaneum smelter in Missouri, the U.S. EPA had required DRRC to undertake emissions control projects on a set schedule in order to bring the smelter’s emissions within U.S. limits (Treaty Counter-Memorial, ¶ 294; Exhibit R-205, The El Paso Smelter 20 Years Later: Residual Impact on Mexican Children, ENVIRONMENTAL RESEARCH, Fernando Díaz-Barriga et al., 1997; Exhibit R-178, Herculaneum Orders and Stipulations 5–9, Air Conservation Commission (State of Missouri), Missouri Department of Natural Resources and The Doe Run Company, July 1990–1997).</p> <p>The requested Documents are relevant to the Treaty Case and material to its outcome because they would allow Peru and the Tribunal to determine how much Renco and DRRC knew about possible the negative effects of ongoing emissions of a similar project. The Documents also provide Peru and the Tribunal an example of how Renco and DRRC manage their operations. This information would in</p>		<p>Documents that is potentially responsive to this broadly and vaguely crafted request.</p> <p><i>Second</i>, Request No. 22 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Contrary to Peru’s assertions, “how much Renco and DRRC knew about possible the [sic] negative effects of ongoing emission of a similar project” has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP’s restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its 	<p>representatives to DRRC’s Herculaneum facilities on 19-22 October 1996; and (c) in relation to the same. This a narrow time frame and subject. It relates to documents from identified entities, within a specific time frame and with respect to a particular subject. Contrary to Claimant’s assertion, there cannot be a “<i>sprawling universe</i>” of documents prepared in relation to one four-day visit to one facility. Further, the visit had one specific goal, which was to show Claimant’s capabilities as bidder. This is a narrow subject. Peru has submitted documents in relation this visit (Exhibit R-189) and it is reasonable to think that Claimant issued and is in possession of similar documents. This is hardly a fishing expedition.</p> <p>Claimant also argues that “[i]t is unclear what the term “produced” means in the context of CEPRI’s visit to Herculaneum.”</p>	

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		turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco's fair and equitable treatment and expropriation claims of the impact of financial economic crisis on DRP's operations and profitability, and the true cause of DRP's failure to comply with its PAMA and STA obligations and the true cause of DRP's financial downfall.		<p>Counter-Memorial that “the bulk” of Claimant’s claims falls “outside of the jurisdiction <i>ratione temporis</i> of the Treaty” and that “this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty’s entry into force on 1 February 2009” (Counter-Mem. (Treaty Case), ¶ 28).</p> <ul style="list-style-type: none"> - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over “the bulk” of Renco’s Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty’s entry into force, while on the other hand ask for documents as it does in Request No. 22 that are related to events and time periods that it alleges are not within the Tribunal’s jurisdiction. <p><i>Third</i>, Request No. 22 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.</p>	<p>Produce means, according to the Cambridge Dictionary, “<i>to make something or bring something into existence</i>”, like, for example, a report (“<i>She’s asked me to produce a report on the state of the project.</i>”). The meaning of the word “produce” is clear in the context of the request and in regards to the visit to Herculaneum. Claimant can find the definition here.</p> <p>Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines “Documents” in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP’s major decision to drastically transform its modernization and environmental plan, such as memoranda, reports,</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<ul style="list-style-type: none"> - As explained above, the scope and timeframe of Peru’s Request No. 22 are incredibly broad. - Peru also fails to state with any specificity what kind of Documents would be responsive to Request No. 22. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created more than 26 years ago. 	<p>emails, and minutes of meetings.</p> <p><u>Secondly</u>, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) documents showing how much Renco and DRRC knew about possible negative effects of ongoing emissions of a similar project has no bearing on whether Peru, breached its obligations under the U.S.-Peru FTA; and (b) given that Peru alleges that the bulk of Claimant’s claims fall outside of the jurisdiction <i>ratione temporis</i> of the Treaty, Peru cannot request documents that pre-date February 1, 2009.</p> <p>With respect to (a), the documents requested are relevant because Claimant represented that it was capable of turning around Metaloroya’s environmental performance, with full knowledge of the negative</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>consequences of emissions. It is Peru's case that Claimant's non-compliance of its obligations under the STA, as well as Claimant's poor financial situation, is the consequence of Claimant's own making, not Peru's.</p> <p>Peru's comments with respect to the relevance of assessing Peru's treatment of Claimant made at Request No. 21 apply <i>mutatis mutandis</i> to this request.</p> <p>Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1.</p> <p><u>Thirdly</u>, Claimant argues that this request is "unreasonably burdensome." This is incorrect. As stated above, Peru has identified a narrow category of documents: (a) produced by Renco and/or DRRC; (b) in</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>a specific time frame; and (c) related to a particular subject. Contrary to Claimant’s assertion, Peru is not requesting any kind of documents but those that relate to the visit of CEPRI’s representatives to DRRC’s Herculeum facilities.</p> <p><u>Request for Resolution</u> Peru requests that Claimant be ordered to disclose the requested documents.</p>	
23	<p>Documents of Renco and DRRC from January 1997 to October 1997 that explain, summarize, detail, address, discuss, or analyze the two rounds of written questions and answers on the contract models and bidding related documents that were put before CEPRI. (Contract Case)</p>	<p>CEPRI offered two rounds of written questions and answers on the contract models. These rounds of questions were intended as an opportunity for bidders to request clarifications with respect to the transaction and obligations under the contract, including those relative to the PAMA. CEPRI provided the first round of responses to bidder questions on 27 February 1997, along with: (a) an example demonstrating how the capitalization mechanism worked; (b) modification of the schedule for the privatization process; and (c) modifications to certain clauses of the model contracts. COPRI provided a second round of written answers to questions on 26 March 1997, with revised</p>	<p>Claimants Renco and DRRC object to Request No. 23 for the following reasons.</p> <p><i>First</i>, Request No. 23 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed.</p> <ul style="list-style-type: none"> - Request No. 23 seeks all Documents that “explain, summarize, detail, address, discuss, or analyze” the “two rounds of written questions and answers on the contract models and bidding,” yet fails to state with any specificity what kind of Documents would be responsive to Request No. 23. 	<p>Disputed Matters</p> <p>Claimant objects to this request on the following grounds.</p> <p><u>First</u>, Claimant alleges that Peru has failed to identify a narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA Rules, identification “<i>with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared</i>” is</p>	Request denied	

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		<p>model contracts. No questions were raised with the respect to the ten-year period to complete the PAMA (Treaty Counter-Memorial, ¶ 108; Exhibit R-200, Question and Answers Round 1, 27 February 1997; Exhibit R-201, Question and Answers Round 2, 26 March 1997; Exhibit R-187, Bidding Terms (Second Round)).</p> <p>In their Contract Memorial, Renco and DRRC point to Centromín’s responses to questions 41 and 42 of the rounds of consultations to assert that “investors [in the Facility] would not be required to assume liability for third-party claims that arose from the operation of the Complex before or during the modernization and upgrade” (Contract Memorial, ¶ 51). However, as Peru and Activos Mineros explain in paragraphs 689-690 of their Contract Counter-Memorial, that is not the conclusion that can be drawn from Centromín’s responses to questions 41 and 42. Renco and DRRC ignore the fact that Question 41 recognizes that any new operator must not operate the Facility with practices that are less protective than Centromín’s (Exhibit R-201, Question and Answers Round 2, 26 March 1997, query 41). That recognition is part of the question that Centromín replied to.</p> <p>The requested Documents are relevant to the Contract Case and material to its</p>		<ul style="list-style-type: none"> - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. <p><i>Second</i>, Request No. 23 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - As explained above, the scope of Request No. 23 is incredibly broad. - Respondents also fail to state with any specificity what kind of Documents would be responsive to Request No. 23. - Furthermore, Respondents are requesting a potentially sprawling universe of Documents that were all created more than 25 years ago. 	<p>sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement.</p> <p>Here, Peru requested documents: (a) of Renco and/or DRRC; (b) from January 1997 to October 1997; and (c) in relation to the two rounds of written questions and answers on the contract models and bidding-related documents that took place on 27 February 1997 and on 26 March 1997. This a narrow time frame and subject. It relates to documents from identified entities, within a specific time frame and in respect to a particular subject. Contrary to Claimant’s assertion, there cannot be a “<i>sprawling universe</i>” of documents prepared in relation to two specific rounds of Q&A that took place on specific dates in relation to specific documents.</p> <p>Additionally, Claimant asserts that Respondent does not state with any</p>	

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		<p>outcome because Renco and DRRC have provided no evidence other than their witness statements to argue that the assumption or responsibility clauses for environmental damage should be interpreted in the manner they have set forth.</p> <p>This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco and DRRC's claims under Clauses 6.2 and 6.3 of the STA.</p>			<p>specificity what type of Documents would be responsive. Respondent, however, defines "Documents" in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP's major decision to drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings.</p> <p><u>Secondly</u>, Claimant argues that this request is "unreasonably burdensome." This is incorrect. As stated above, Peru has identified a narrow category of documents (a) of Renco and/or DRRC; (b) in a specific time frame; and (c) related to a particular subject. Contrary to Claimant's assertion, Peru is not requesting any kind of documents but those that relate to the two rounds of</p>	

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					<p>Q&A during the bidding process. Claimant heavily relies on these rounds in its Statement of Claim (see paras. 47-51, 178 and 202) and should be therefore familiar with the requested documents.</p> <p>Further, Claimant's assertion that the documents would have been created 25 years ago cannot be a serious objection. It is disingenuous for Claimant to raise this objection, as Claimant itself has made requests for documents that were created as long as 25 years ago.</p> <p><u>Request for Resolution</u> Peru requests that Claimant be ordered to disclose the requested documents.</p>	
24	Documents that were produced by Renco and/or DRRC during the necessary due diligence process for the Metaloroya bid on	All bidders, including Renco and DRRC, were provided with thorough documentation related to the Facility, prepared not only by governmental authorities but also by external advisors specifically retained to assess on the		Claimants Renco and DRRC object to Request No. 24 for the following reasons. <i>First</i> , Request No. 24 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed.	Disputed Matters Claimant objects to this request on the following grounds. <u>First</u> , Claimant alleges that Peru has failed to identify a	Request denied.

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	<p>14 April 1997, in relation to technical, financial and legal aspects of the Facility including those related to the environmental laws under which the Facility had to operate, environmental responsibilities to operators, the PAMA for Metaloroya and their assessment of the external reports that had been commissioned by CEPRI on the Facility (SNC Report and the Knight Piésold Report). (The Matters)</p>	<p>PAMA, the Facility and its prospects. Bidders were permitted to visit the Facility—as Claimant did—ask questions on relevant documentation and carry out a due diligence by themselves or by third parties. (Treaty Memorial, ¶ 116). At Clause 7 of the STA, DRP confirmed that it had conducted sufficient due diligence to understand the extension of its environmental responsibilities under the PAMA and potential risks. (Treaty Memorial, ¶ 116; Exhibit R-001, STA & Renco Guaranty, clause 7). The requested Documents are relevant to the Matters and material to their outcomes because Renco and DRRC have alleged that they were not able to perform an adequate due diligence. The requested Documents would allow Peru and the Tribunal to determine what Renco and DRRC discovered during their due diligence process. This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco and DRRC’s claims under Clauses 6.2 and 6.3 of the STA, and Renco’s fair and equitable treatment and expropriation claim.</p>	<ul style="list-style-type: none"> - It is unclear what the term “produced” means in the context of the “due diligence process for the Metaloroya bid.” - Respondents Peru and Activos Mineros also do not state with any specificity what types of Documents would be responsive to Request No. 24. This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. <p><i>Second</i>, Request No. 24 is neither relevant to the Treaty Case or the Contract Case nor material to their outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - According to Respondents, the requested Documents are “relevant to the Matters and material to their outcomes” allegedly because “Renco and DRRC have alleged that they were not able to perform an adequate due diligence.” - But nowhere in either the Memorial (in the Treaty Case) or Statement of Claim (in the Contract Case) have Claimants Renco and DRRC argued that 	<p>narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA Rules, identification “<i>with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared</i>” is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement.</p> <p>Here, Peru requested documents: (a) produced by Renco and/or DRRC; (b) during Claimant’s due diligence process for Metaloroya; and (c) in relation to technical, financial, legal, operational and environmental aspects of the Facility and assessment of the SNC Report and the Knight Piésold Report. This a narrow time frame and subject. It relates to documents from identified entities, within a specific time frame and in respect to</p>		

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>they were “not able to perform an adequate due diligence.”</p> <ul style="list-style-type: none"> - Even assuming that Claimants <i>had</i> alleged that “they were not able to perform an adequate due diligence,” Request No. 24 is neither relevant to the Cases nor material to their outcome for other reasons. - That the Renco Consortium bid for and won the auction for the La Oroya Complex is not at issue in either the Treaty Case or the Contract Case (<i>see</i> Mem. (Treaty Case), § II.C; SoC (Contract Case), § II.E; Counter-Mem. (Treaty Case), ¶ 110; Counter-Mem. (Contract Case), ¶ 97). - Thus, contrary to Respondents’ assertions, “what Renco and DRRC discovered during their due diligence process” would neither be relevant to the Cases or material to their outcome, <i>i.e.</i>, whether Peru breached its obligations under the U.S.-Peru FTA or whether Respondents failed to comply with their contractual obligations under the STA. 	<p>a specific subject. Contrary to Claimant’s assertion, there cannot be a “<i>sprawling universe</i>” of documents for this request. Peru is only asking for documents in relation to the due diligence carried out to acquire Metaloroya. This is neither unusual nor unreasonable in the context of investment claims. Peru’s comments with respect to Claimant’s complaints about the use of the word “produce” made at Request No. 22 apply <i>mutatis mutandis</i> to this request.</p> <p><u>Secondly</u>, Claimant argues that the requested documents lack relevance and materiality to the outcome of the case because: (a) Renco and DRRC never stated that were not able to perform an adequate due diligence; and (b) even if this was true, the requested documents are not relevant and material to any of the Claimant’s alleged violations to either</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<ul style="list-style-type: none"> - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - At its core, the Contract Case is about Peru's and Activos Mineros' failure to comply with their contractual obligations under the STA and Guaranty Agreement with respect to the Missouri Litigations. - Request No. 24 is also not relevant to the Treaty Case or material to its outcome because Peru seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction <i>ratione temporis</i> of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on 	<p>the treaty of the contract. Claimant also argues that (c) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction <i>ratione temporis</i> of the Treaty, Peru cannot request documents that pre-date February 1, 2009.</p> <p>With respect to (a), Claimant's witness Mr. Dennis A. Sadlowski, Vice President of Law for Renco, states at para ¶ 15 of his witness statement that: "the Renco Consortium members had only minimal time to review the preliminary basis and technical data giving rise to the PAMA, and (3) we had to generally rely on the representations of the government in terms of the PAMA tasks." Unless Claimant wishes to correct this statement, it will be taken as true and sufficient to support Peru's assertion.</p> <p>With respect to (b), Claimant makes various allegations.</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>alleged State acts or omissions that pre-dated the Treaty’s entry into force on 1 February 2009” (Counter-Mem. (Treaty Case), ¶ 28).</p> <ul style="list-style-type: none"> - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over “the bulk” of Renco’s Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty’s entry into force, while on the other hand ask for documents as it does in Request No. 24 that are related to events and time periods that it alleges are not within the Tribunal’s jurisdiction. <p><i>Third</i>, Request No. 24 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - As explained above, the scope of Request No. 24 is incredibly broad. - Respondents also fail to state with any specificity what kind of Documents would be responsive to Request No. 24. 	<p>With respect to the Treaty Case, Claimant argues that “what Renco and DRRC discovered during their due diligence process” is not relevant to any of its Treaty claims. This is incorrect. Claimant’s contemporaneous understanding of its environmental, contractual and financial obligations and the technical and operational aspects of the Facility, is relevant to assess Claimant’s expectations at the time of assessing the project. It is Peru’s case that Claimant’s non-compliance with its obligations under the STA, as well as Claimant’s poor financial situation, is the consequence of Claimant’s own making, not Peru’s. Peru’s comments with respect to the relevance of assessing Peru’s treatment of Claimant made at Request No. 21 apply <i>mutatis mutandis</i> to this request.</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>- Furthermore, Respondents are requesting a potentially sprawling universe of Documents that were all created more than 25 years ago.</p>	<p>For example, at ¶ 5 of the Memorial (Treaty Case), Claimant asserts that the Knight Piésold Report “concluded that completion of the PAMA would take ‘in excess of the ten year implementation schedule being considered by the Ministry’ and that ‘considerable flexibility in the implementation and application of the new standards will be necessary.’” Claimant argues that it “was against this backdrop [the Knight Piésold Report], and after assurances of flexibility by Peru, that the Renco Consortium agreed to enter into the Stock Transfer Agreement.” Claimant’s contemporaneous assessment of this document – reviewed during its due diligence – is therefore relevant to Claimant’s claims and Peru’s case.</p> <p>With respect to the Contract Case, Claimant asserts that the its due</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>diligence is irrelevant to assess “Peru’s and Activos Mineros’ failure to comply with their contractual obligations under the STA and Guaranty Agreement with respect to the Missouri Litigations.” This is incorrect. Claimant asserts at ¶ 11 of its Statement of Claim (Contract Case) that: “Respondents entirely renege on their contractual and legal obligations and representations, and they refused to assume any responsibility for those Lawsuits”. Any alleged representation Peru made would have had to be made before Claimant entered into the STA, and therefore reflected in its due diligence. Thus far, Claimant has only been able to rely on witness evidence to make this allegation.</p> <p>Submission (c) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in</p>	

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					<p>connection with Request No. 1.</p> <p><u>Thirdly</u>, Claimant argues that this request is “unreasonably burdensome”. This is incorrect. As stated above, Peru has identified a narrow category of documents (a) produced by Renco and/or DRRC; (b) in a specific time frame; and (c) related to a specific subject. Contrary to Claimant’s assertion, Peru is not requesting any kind of documents but those that relate to Claimant’s due diligence on the Facility.</p> <p>Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines “Documents” in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP’s major decision to</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings.</p> <p>Further, Claimant’s assertion that the documents would have been created 25 years ago cannot be a serious objection. It is disingenuous for Claimant to raise this objection, as Claimant itself has made requests for documents that were created as long as 25 years ago.</p> <p><u>Request for Resolution</u></p> <p>Peru requests that Claimant be ordered to disclose the requested documents.</p>	
25	Documents that were produced by Renco and/or DRRC before, during and after the visit made by its/their representatives to the La Oroya Facility in 1997 prior to DRP	Bidders of the tender for La Oroya Facility were given access to a data room with all pertinent documentation. To complete their examination, bidders were also permitted to visit the Facility. (Treaty Memorial, ¶ 107; Exhibit R-187 , Bidding Terms (Second Round), PDF p. 9).	<p>Claimants Renco and DRRC object to Request No. 25 for the following reasons.</p> <p><i>First</i>, Request No. 25 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed.</p> <ul style="list-style-type: none"> - It is unclear what the term “produced” means in the context 	<p>Disputed Matters</p> <p>Claimant objects to this request on the following grounds.</p> <p><u>First</u>, Claimant alleges that Peru has failed to identify a narrow and specific category of documents.</p>	Request denied	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	executing the STA in relation to the same. (The Matters)	<p>We understand that Renco and/or DRRC representatives visited the facility in this respect.</p> <p>The requested Documents are relevant to the Matters and material to their outcomes because Renco and DRRC’s representatives who visited the Facility would have presumably prepared Documents explaining, summarizing, detailing, addressing, discussing, or analyzing their observations of the Facility. These Documents would allow Peru and the Tribunal to analyze Renco and/or DRRC’s knowledge of the risks associated with the Facility. This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco and DRRC’s claims under Clauses 6.2 and 6.3 of the STA, and Renco’s fair and equitable treatment and expropriation claim.</p>		<p>of Renco’s/ DRRC’s visit to the La Oroya Facility.</p> <ul style="list-style-type: none"> - Respondents Peru and Activos Mineros also do not state with any specificity what types of Documents would be responsive to Request No. 25. - Moreover, in what is clearly a fishing expedition to find anything remotely helpful to Respondents’ position in the Treaty Case and in the Contract Case, Respondents vaguely request all Documents produced “before, during and after the visit,” instead of providing a relevant, limiting timeframe. - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. <p><i>Second</i>, Request No. 25 is neither relevant to the Treaty Case or the Contract Case nor material to their outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - The steps leading up to the Renco Consortium’s bid for the La Oroya Complex are not at issue in either the Treaty Case or the Contract Case (<i>see</i> Mem. 	<p>This is incorrect. As explained in the commentary on the IBA Rules, identification “<i>with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared</i>” is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement.</p> <p>Here, Peru requested documents: (a) produced by Renco and/or DRRC; (b) before, during and after Claimant’s visit to La Oroya; and (c) in relation to it. This is a narrow time frame and subject. It relates to documents from identified entities, within a specific time frame and in respect to a specific subject. Contrary to Claimant’s assertion, there cannot be a “<i>sprawling universe</i>” of documents but rather a very specific range of documents related to the one visit it made to the facility that is the epicenter</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>(Treaty Case), § II.C; SoC (Contract Case), § II.E; Counter-Mem. (Treaty Case), ¶ 110; Counter-Mem. (Contract Case), ¶ 97).</p> <ul style="list-style-type: none"> - Thus, contrary to Respondents’ assertions, any Claimants’ representatives’ “knowledge of . . . risk” after the site visit in 1997 is not relevant to either the Treaty Case or the Contract Case or material to their outcome, <i>i.e.</i>, whether Peru breached its obligations under the U.S.-Peru FTA or whether Respondents failed to comply with their contractual obligations under the STA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP’s restructuring plans. - At its core, the Contract Case is about Respondents’ failure to comply with their contractual 	<p>of all its claims. Claimant should be familiar with these documents.</p> <p>Peru’s comments with respect to Claimant’s complaints about the use of the word “produce” made at Request No. 22 apply <i>mutatis mutandis</i> to this request.</p> <p><u>Secondly</u>, Claimant argues that (a) any Claimants’ representatives’ “knowledge of the risks associated with the Facility” is not relevant to either the Treaty Case or the Contract Case or material to their outcome “<i>i.e.</i>, whether Peru breached its obligations under the U.S.-Peru FTA or whether Respondents failed to comply with their contractual obligations under the STA.” Claimant also argues that (b) given that Peru alleges that the bulk of Claimant’s claims fall outside of the jurisdiction <i>ratione temporis</i> of the Treaty, Peru cannot request</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>obligations under the STA and Guaranty Agreement with respect to the Missouri Litigations.</p> <ul style="list-style-type: none"> - Request No. 25 is also not relevant to the Treaty Case or material to its outcome because Peru seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that “the bulk” of Claimant’s claims falls “outside of the jurisdiction <i>ratione temporis</i> of the Treaty” and that “this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty’s entry into force on 1 February 2009” (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over “the bulk” of Renco’s Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty’s entry into force, while on the other hand 	<p>documents that pre-date February 1, 2009. This is incorrect.</p> <p>With respect to the Treaty Case, the Claimant’s visit to the Facility was part of its due diligence and informed Claimant’s contemporaneous understanding of its environmental, contractual and financial obligations and the technical and operational aspects of the Facility; and therefore is relevant to assess Claimant’s expectations at the time of assessing the project. It is Peru’s case that Claimant’s non-compliance with its obligations under the STA, as well as Claimant’s poor financial situation, is the consequence of Claimant’s own making, not Peru’s.</p> <p>Peru’s comments with respect to the relevance of these documents to assess Peru’s fair, equitable and reasonable treatment of Claimant made at Request</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>ask for documents as it does in Request No. 25 that are related to events and time periods that it alleges are not within the Tribunal’s jurisdiction.</p> <p><i>Third</i>, Request No. 25 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - As explained above, the scope and timeframe of Respondents’ Request No. 25 are incredibly broad. - Respondents also fail to state with any specificity what kind of Documents would be responsive to Request No. 25. - Furthermore, Respondents are requesting a potentially sprawling universe of Documents that were all created more than 25 years ago. 	<p>No. 21 apply <i>mutatis mutandis</i> to this request. For example, Buckley, former President and General Manager of DRP, who was primarily responsible for the due diligence and visited La Oroya, noted that it was “obvious” to him and to “anyone with experience in smelting operations that the town was highly contaminated” and that “there was a serious need for modern management and control, which Doe Run could bring to the Facility” (see Exhibit R-165 cited at ¶ 117 of Peru’s Counter-Memorial, Treaty Case).</p> <p>The requested documents are also relevant to the Contract Case because, as stated above, the visit and the documents Claimant issued in relation to it, were part of Claimant’s due diligence and any alleged representations made by Peru with respect to assuming “any</p>	

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					<p>responsibility for those Lawsuits” as Claimant alleges (Statement of Claim, Contract Case, ¶ 11) would have had to be made before Claimant entered into the STA, and therefore reflected in its due diligence. Thus far, Claimant has only been able to rely on witness evidence to make this allegation.</p> <p>Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1.</p> <p><u>Thirdly</u>, Claimant argues that this request is “unreasonably burdensome”. This is incorrect. As stated above, Peru has identified a narrow category of documents (a) produced by Renco and/or DRRC; (b) in a specific time frame; and (c) related to a particular subject. Contrary to Claimant’s assertion, Peru</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>is not requesting any kind of documents but only those that relate to the Claimant's one visit to La Oroya during the bidding process. Claimant should be familiar with these documents given their relevance.</p> <p>Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines "Documents" in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP's major decision to drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings.</p> <p><u>Request for Resolution</u></p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					Peru requests that Claimant be ordered to disclose the requested documents.	
26	Documents of DRP, Renco, DRRC, and/or DRCL from October 1997 to July 2010 that explain, summarize, detail, address, discuss, or analyze DRP's ability to comply with its PAMA obligations (including PAMA projects and modernization). (Treaty Case)	<p>Renco alleges that “the global financial crisis severely impacted DRP and its ability to operate, and essentially wiped out the profits of the Cobriza mine which constituted DRP’s main source of funding for the PAMA projects[.]” arguing that this constituted a <i>force majeure</i> condition (Treaty Memorial, ¶ 7). Further, Renco alleges that “the global financial crisis prevented DRP from finishing the Copper Circuit Sulfuric Acid Plant Project by the October 2009 deadline” (Treaty Memorial, ¶ 93).</p> <p>However, as Peru pointed out in its Treaty Counter-Memorial, “The negative ramifications DRP suffered from the intercompany deals benefitting the U.S. Renco entities were evident for years. DRP’s own documents are replete with warnings by DRP executives, auditors, financial experts, and banks alerting stakeholders that the business model was fundamentally flawed and threatened DRP’s ability to meet its obligations or even to remain a going concern.” (Treaty Counter-Memorial, ¶ 169; <i>see also</i> Exhibit R-085, Memorandum from DRP (J. Zelms), 4 September 2000, p. 4.).</p>		<p>Claimant Renco objects to Request No. 26 for the following reasons.</p> <p><i>First</i>, Request No. 26 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed.</p> <ul style="list-style-type: none"> - Request No. 26 spans a period of 13 years, from October 1997 to July 2010. - In what is clearly a fishing expedition to find anything remotely helpful to Peru’s position in the Treaty Case, Request No. 26 also seeks all Documents that “explain, summarize, detail, address, discuss, or analyze DRP’s ability to comply with its PAMA obligations (including PAMA Projects <i>and</i> modernization)” (emphasis added). - Peru also fails to state with any specificity what types of Documents would be responsive to “DRP’s ability to comply with PAMA obligations.” 	<p>Disputed Matters</p> <p>Claimant objects to this request on the following grounds.</p> <p><u>First</u>, Claimant alleges that Peru has failed to identify a narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA Rules, identification “with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared” is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement.</p> <p>Here, Peru requested documents: (a) of DRP, Renco, DRRC, and/or DRCL; (b) from October 1997 to July 2010; (c) explaining, summarizing,</p>	Request granted.

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		<p>The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit the Tribunal and Peru to determine how DRP and its executives/employees viewed DRP’s ability to satisfy its PAMA projects and modernization commitments. The requested documents would allow Peru and the Tribunal to determine whether DRP thought it was reasonable to expect that it would be able to have sufficient cash flow from operations to satisfy its PAMA project and modernization expenditures. This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco’s fair and equitable treatment and expropriation claims.</p>		<ul style="list-style-type: none"> - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. <p><i>Second</i>, Request No. 26 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Contrary to Peru’s assertions, whether DRP thought it “would have sufficient cash flow . . . to satisfy its PAMA project and modernization expenditures” has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP’s restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. 	<p>detailing, addressing, discussing, or analyzing; (d) DRP’s ability to comply with its PAMA obligations (including PAMA projects and modernization). This request relates to documents from identified entities, within a specific time frame and in respect to a particular subject. Claimant claims that Peru fails to identify the kinds of documents, but that is incorrect. The documents would relate to the amount that was spent on the PAMA Projects and PAMA modernization.</p> <p>Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines “Documents” in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP’s major decision to</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>However, Peru alleges in its Counter-Memorial that “the bulk” of Claimant’s claims falls “outside of the jurisdiction <i>ratione temporis</i> of the Treaty” and that “this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty’s entry into force on 1 February 2009” (Counter-Mem. (Treaty Case), ¶ 28).</p> <ul style="list-style-type: none"> - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over “the bulk” of Renco’s Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty’s entry into force, while on the other hand ask for documents as it does in Request No. 26 that are related to events and time periods that it alleges are not within the Tribunal’s jurisdiction. <p><i>Third</i>, Request No. 26 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.</p>	<p>drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings.</p> <p>With respect to the 13-year timeframe, the dates are intentional, specific, and with a strong basis, because the period from October 1997 to July 2010 represents the period from the signing of the STA to the date INDECOPI declared DRP in bankruptcy.</p> <p><u>Secondly</u>, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) whether DRP thought it “would have sufficient cash flow . . . to satisfy its PAMA project and modernization expenditures has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA; and (b) given that Peru alleges that the</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<ul style="list-style-type: none"> - As explained above, the scope and timeframe of Peru’s Request No. 26 are incredibly broad. - Peru also fails to state with any specificity what kind of Documents would be responsive to Request No. 26. 	<p>bulk of Claimant’s claims fall outside of the jurisdiction <i>ratione temporis</i> of the Treaty, Peru cannot request documents that pre-date February 1, 2009.</p> <p>Submission (a) is incorrect. The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit the Tribunal and Peru to determine how DRP and its executives / employees viewed DRP’s ability to satisfy its PAMA projects and modernization commitments. The requested documents would allow Peru and the Tribunal to determine whether DRP thought it was reasonable to expect that it would be able to have sufficient cash flow from operations to satisfy its PAMA project and modernization expenditures. This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco’s fair</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>and equitable treatment and expropriation claims. Indeed, if the Tribunal were to analyze whether the MEM's decision to condition the extension of time to complete the Sulfuric Acid Plant Project was justified, then the question of whether Renco and DRRC contributed to the financial downfall of DRP or the alleged destruction of its investment will be relevant and material to the outcome of the case.</p> <p>Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1.</p> <p><u>Thirdly</u>, Claimant argues that this request is "unreasonably burdensome". This is incorrect. Peru has identified a narrow category of documents (a) of DRP, Renco, DRRC, and/or DRCL; (b) in a</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>specific time frame; (c) related to a particular subject that the Claimant has made relevant to the case. Contrary to Claimant’s assertion, Peru is not requesting any kind of documents but only documents that relate to how DRP thought it would be able to comply with its PAMA obligations (including PAMA projects and modernization). Claimant should be familiar with these documents, as it was its primary obligation. Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines “Documents” in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP’s major decision to drastically transform its modernization and</p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					environmental plan, such as memoranda, reports, emails, and minutes of meetings. Request for Resolution Peru request that Claimant be ordered to disclose the requested documents.	
27	Documents created by Renco and DRRC from March 1997 to the execution of the STA (23 October 1997) that explain, summarize, detail, address, discuss, analyze, the identity of the parties to the STA. (Contract Case)	Renco and DRRC allege that they are parties the STA. (Contract Memorial, ¶ 57). But in September of 1997, Renco and DRRC ceded the rights they had acquired as winners of the bidding process. (Contract Counter-Memorial, ¶ 512). In their jurisdictional arguments, Renco and DRRC cite no documentary evidence to support the theory that they understood or believed that they would be parties to the STA. (Contract Memorial, ¶ 57). The requested Documents are relevant to the Contract Case and material to its outcome because the determination of whether Renco and DRRC are parties to the STA is crucial for the Tribunal to decide whether it has jurisdiction over Renco and DRRC’s claims, and whether such claims are admissible. (Contract Counter-Memorial, §§ III.B, IV.A.1).	Claimants Renco and DRRC object to Request No. 27 for the following reasons. <i>First</i> , Request No. 27 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. <ul style="list-style-type: none"> - Request No. 27 seeks all Documents that “explain, summarize, detail, address, discuss, or analyze” the “identity of the parties to the STA,” yet fails to state with any specificity what kind of Documents would be responsive to Request No. 27. - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. <i>Second</i> , Request No. 27 is unreasonably burdensome and Renco should not have	Disputed Matters Claimants object to this request on the following grounds. <i>First</i> , Claimants allege that Respondents have failed to identify a narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA Rules, identification “with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared” is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Respondents have fully complied with that requirement.	Request granted	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		<p>Activos Mineros and Peru reasonably assume that such Documents are in the possession, custody or control of Renco and DRRC because Renco and DRRC participated in the bidding process and argue that they participated in the negotiations of the STA. (Contract Memorial, ¶¶ 53–56). Accordingly, Renco and DRRC would possess Documents that explain, summarize, detail, address, discuss, analyze, who they understood or believed would be parties to the STA.</p>		<p>to search for, collect, review, and produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - As explained above, the scope of Request No. 27 is incredibly broad. - Respondents also fail to state with any specificity what kind of Documents would be responsive to Request No. 27. - Furthermore, Respondents are requesting a potentially sprawling universe of Documents that were all created more than 25 years ago. 	<p>Here, Respondents requested documents: (a) created by Renco and/or DRRC; (b) from March 1997 to 23 October 1997; and (c) in relation to the identity of the parties to the STA. This a narrow time frame and subject. It relates to documents from identified entities, within a specific time frame and in respect to a particular subject.</p> <p><u>Secondly</u>, Claimants argue that this request is “unreasonably burdensome”. This is incorrect. As stated above, Respondents have identified a narrow category of documents. Contrary to Claimants’ assertion, Respondents are not requesting any kind of documents but those that would “explain, summarize, detail, address, discuss, analyze, the identity of the parties to the STA.” Claimants should be familiar with these documents given their</p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>relevance to the Contract Case. If Renco and DRRC are not parties to the STA (which they are not) they have no standing to bring this arbitration.</p> <p>Respondents further note that Claimants have not contested the relevance and materiality of the requested documents to the outcome of the case.</p> <p>Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines “Documents” in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP’s major decision to drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings.</p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>Further, Claimants’ assertion that the documents would have been created 25 years ago cannot be a serious objection. It is disingenuous for Claimants to raise this objection, as Claimants themselves have made requests for documents that were created as long as 25 years ago.</p> <p><u>Request for Resolution</u> Respondents request that Claimants be ordered to disclose the requested documents.</p>	
28	To the extent not produced in response to Request No. 27, Documents from the negotiations of the STA between Renco, DRRC, and/or DRP and Centromin and/or Peru that explain, detail, address, argue, discuss, or analyze, or accept	Renco and DRRC allege that they are parties the STA. (Contract Memorial, ¶ 57). To support their argument, Renco and DRRC contend that during the STA negotiations they sought and obtained assurances from Activos Mineros and Peru that they would be protected from third-party claims (pursuant to clauses 5 and 6 of the STA). (Contract Memorial, ¶¶ 53–56). Because, in Renco and DRRC’s view, they have rights under clauses 5 and 6, they contend that they are parties to the STA. (Contract Memorial, ¶		<p>Claimants Renco and DRRC object to Request No. 28 for the following reasons. <i>First</i>, any Documents responsive to Request No. 28 are in the possession, custody or control of Respondents.</p> <ul style="list-style-type: none"> - Since Request No. 28 seeks “Documents from the negotiations of the STA between Renco, DRRC and/or DRP and <i>Centromin and/or Peru</i>” (emphasis added), it follows that such documents would be in 	<p>Disputed Matters Claimants object to this request on the following grounds.</p> <p><u>First</u>, Claimants allege that the requested documents should be in Respondents’ possession given that they are documents from the negotiations of the STA between “Renco, DRRC,</p>	Request granted

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	<p>(i) that Renco and DRRC would or should be encompassed by clauses 5 and 6 of the STA, and</p> <p>(ii) that Renco and DRRC would or should be parties to the STA.</p> <p>(Contract Case)</p>	<p>121; Payet Expert Report, ¶¶ 125, 132, 138). But Renco and DRRC present no documentary evidence that—during STA negotiations—(i) they requested to be encompassed by clauses 5 and 6 of the STA, (ii) they requested to be parties to the STA, nor that (iii) Activos Mineros and/or Peru agreed to any such requests.</p> <p>Renco and DRRC also allege that, in the alternative, they should be considered parties to the STA Arbitral Clause because the contracting parties intended that they be protected from third-party claims (ostensibly, under clauses 5 and 6 of the STA). (Contract Memorial, ¶¶ 128–29). Moreover, according to Renco and DRRC the Tribunal should find that they are encompassed by clauses 5 and 6 of the STA even if they are not parties to the STA. (Contract Memorial, ¶ 207).</p> <p>As Activos Mineros and Peru have explained, however, Renco and DRRC are not encompassed by clauses 5 and 6 and are thus not parties to the STA. (Contract Counter-Memorial, § III.B). There was never any intention that they be encompassed by clauses 5 and 6. Renco and DRRC do not fall within the ambit of the STA Arbitral Clause nor are they third-party beneficiaries. (Contract</p>	<p>Centromin’s and/or Peru’s possession, custody or control.</p> <p><i>Second</i>, Request No. 28 is not “narrow and specific,” as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed.</p> <ul style="list-style-type: none"> - Request No. 28 broadly seeks all Documents “from the negotiations of the STA ... that <i>explain, detail address, argue, discuss, or analyze, or accept</i> (i) that Renco and DRRC <i>would or should be</i> encompassed by clauses 5 and 6 of the STA, and (ii) that Renco and DRRC <i>would or should be</i> parties to the STA” (emphasis added). - Respondents, however, fail to state with any specificity what kind of Documents would be responsive to Request No. 28. - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. <p><i>Third</i>, Request No. 28 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.</p>	<p>and/or DRP and Centromin and/or Peru”.</p> <p>Respondents confirm that, after a reasonable search, they have not located or identified documenta that would prove that Renco / DRRC are encompassed by clauses 5 and 6 of the STA or are parties to the STA. Claimants assert that this is the case and have the burden of proving it. Thus far, Claimants have only been able to support these assertions with witness evidence. If what Claimants assert is correct, then it must be recorded somewhere in contemporaneous documentation in Claimants’ possession and must be disclosed.</p> <p><u>Secondly</u>, Claimants allege that Resondents have failed to identify a narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA Rules, identification ““with some particularity of the</p>		

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		<p>Counter-Memorial, §§ III.B.2 & III.B.3). And finally, even if Renco and DRRC were parties to the STA, they still are not encompassed by clauses 5 and 6 of the STA. (Contract Counter-Memorial, §§ IV.A.2 & IV.C.1)</p> <p>The requested Documents are relevant to the Contract Case and material to its outcome for numerous reasons:</p> <p>(1) The determination of whether Renco and DRRC are parties to the STA, parties to the STA Arbitral Clause, or third-party beneficiaries is crucial for the Tribunal to decide whether it has jurisdiction over Renco and DRRC’s claims, and whether such claims are admissible. (Contract Counter-Memorial, §§ III.B & IV.A.1).</p> <p>(2) Whether Renco and DRRC are encompassed by clauses 5 and 6 will determine whether their STA claims are admissible—irrespective of whether they are or are not parties to the STA. (Contract Counter-Memorial, §§ IV.A.2 & IV.C.1).</p> <p>(3) Whether Renco and DRRC are encompassed by clauses 5 and 6 will determine whether their Peru Guaranty claims are admissible—given that Renco</p>		<ul style="list-style-type: none"> - As explained above, the scope of Request No. 28 is incredibly broad. - Respondents also fail to state with any specificity what kind of Documents would be responsive to Request No. 28. - Furthermore, Respondents are requesting a potentially sprawling universe of Documents that were all created more than 25 years ago. 	<p><i>nature of the documents sought and the general time frame in which they would have been prepared”</i> is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement.</p> <p>Here, respondents requested documents: (a) from the negotiations of the STA between Renco, DRRC, and/or DRP and Centromin and/or Peru; and (c) in relation to whether (i) Renco and DRRC should be encompassed by clauses 5 and 6 of the STA; and (ii) Renco and DRRC are parties to the STA. This a narrow time frame and subject. It relates to documents from identified entities, within a specific time frame and in respect to a specific subject.</p> <p><u>Thirdly</u>, Claimants argue that this request is “unreasonably burdensome”. This is incorrect. As stated above, Respondents have identified a narrow</p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		<p>and DRRC base such claims on Activos Mineros’s purported breach of its STA obligations and Peru’s supposed duty to guaranty Activos Mineros’s compliance with such obligations. (Contract Memorial, ¶¶ 187-209) (Contract Counter-Memorial, § IV.C.1).</p> <p>Activos Mineros and Peru reasonably assume that such Documents are in the possession, custody or control of Renco and DRRC because Renco and DRRC argue that they participated in the negotiations of the STA and that such matters were discussed, debated, and agreed on. (Contract Memorial, ¶¶ 53–56).</p>			<p>category of documents. Contrary to Claimants’ assertion, Respondents arenot requesting any kind of documents but those that were issued during the negotiations of the STA and that relate to two specific issues in dispute. Claimants should be familiar with these documents as they are key to their Contract Claims. Thus far, Claimants have only been able to rely on witness evidence to make these allegations.</p> <p>Respondents further note that Claimants have not contested the relevance and materiality of the requested documents to the outcome of the case.</p> <p>Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines “Documents” in ¶ 6 of this Redfern. The definition provides several examples</p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>of Documents that surely would have been created in connection with DRP's major decision to drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings.</p> <p>Further, Claimant's assertion that the documents would have been created 25 years ago cannot be a serious objection. It is disingenuous for Claimant to raise this objection, as Claimant itself has made requests for documents that were created as long as 25 years ago.</p> <p><u>Request for Resolution</u> Respondents request that Claimants be ordered to disclose the requested documents.</p>	
29	Documents from the negotiations of the STA	Renco and DRRC also argue that Activos Mineros and Peru promised and		Claimants Renco and DRRC object to Request No. 29 because any responsive	Disputed Matters	Request denied

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	<p>between Renco, DRRC, and/or DRP and Centromin and/or Peru in which Centromin and/or Peru promise and/or represent that Renco and DRRC would be protected from third-party claims separate from any such protections under the STA (e.g., clauses 5 and 6).</p> <p>(Contract Case)</p>	<p>represented that Renco and DRRC would be protected from third-party claims. (Contract Memorial, ¶¶ 53–56). Thus, in the alternative to their STA claims, Renco and DRRC argue that these promises (i) created legitimate expectations, which are the basis of their pre-contractual liability claim, and (ii) constitute binding representations for purposes of their estoppel claim under the minimum standard of treatment. (Contract Memorial, ¶¶ 211, 240–245). Indeed, Renco and DRRC argue that Peru made such representations “in writing.” (Contract Memorial, ¶ 142). But Renco and DRRC do not identify any of the purported promises or representations, nor do they cite to any documents to support the existence of such promises and representations. (Contract Counter-Memorial, ¶ 628, § IV.E).</p> <p>The requested Documents are relevant to the Contract Case and material to its outcome because they are required for the Tribunal to determine (i) whether the pre-contractual liability and minimum standard of treatment claims are admissible, and (ii) whether there has been a breach of such obligations—as the making of a promise and representations are purported elements of the claims. (Contract Memorial, ¶¶ 211, 239;</p>	<p>Documents are in the possession, custody or control of Respondents.</p> <ul style="list-style-type: none"> Since Request No. 29 seeks “Documents from the negotiations of the STA between Renco, DRRC and/or DRP and Centromin and/or Peru in which Centromin and/or Peru” made certain representations (emphasis added), it follows that such documents would be in Centromin’s and/or Peru’s possession, custody or control. 	<p>Claimants object to this request on the ground that the requested documents should be in Respondents’ possession given that they are documents from the negotiations of the STA between “Renco, DRRC, and/or DRP and Centromin and/or Peru”.</p> <p>Respondents confirm that, after a reasonable search, they have not located or identified documents “in which Centromin and/or Peru promise and/or represent that Renco and DRRC would be protected from third-party claims separate from any such protections under the STA”.</p> <p>Claimants assert that Respondents made this alleged promise and have the burden of proving it. Thus far, Claimants have only been able to support this assertion with witness evidence. If what Claimants assert is correct, then it must be recorded somewhere in</p>		

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		<p>Contract Counter-Memorial, ¶ 628, § IV.E).</p> <p>Activos Mineros and Peru reasonably assume that such Documents are in the possession, custody or control of Renco and DRRC because Renco and DRRC participated in the bidding process and argue that they participated in the negotiations of the STA. (Contract Memorial, ¶¶ 53–56). They further argue that the promises and representations were made during the bidding process and the negotiations. (Contract Memorial, ¶¶ 211, 240–245).</p>			<p>contemporaneous documentation in Claimants’ possession and shall be disclosed.</p> <p>Respondents further note that Claimants have not contested the relevance and materiality of the requested documents to the outcome of the case.</p> <p><u>Request for Resolution</u></p> <p>Respondents request that Claimants be ordered to disclose the requested documents.</p>	
30	<p>Documents containing the consent of Renco and DRRC to the assignment of the contractual position of Centromin to Activos Mineros.</p> <p>(Contract Case)</p>	<p>Renco and DRRC allege that they are parties to the STA. (Contract Memorial, ¶ 57). On 19 March 2007, Centromin assigned its contractual position in the STA to Activos Mineros. (Exhibit R-284). Under Peruvian law, parties to a contract must consent to the assignment of the contractual position of a counter-party. (RLA-062 Art. 1435, p. 240). If Renco and DRRC are parties to the STA, they would have had to consent to the assignment of contractual position.</p> <p>The requested Documents are relevant to the Contract Case and material to its outcome because the determination of</p>	<p>Claimants Renco and DRRC object to Request No. 30 for the following reasons.</p> <p><i>First</i>, any Documents responsive to Request No. 30 are in the possession, custody or control of Respondents.</p> <ul style="list-style-type: none"> - Since Request No. 30 seeks “Documents containing the consent of Renco and DRRC to the assignment of the contractual position of Centromin to Activos Mineros,” it follows that such documents would have been received by Centromin and/or Activos Mineros and would, therefore, be in Centromin’s and/or 	<p>Disputed Matters</p> <p>Claimants object to this request on the following grounds.</p> <p><u>First</u>, Claimants allege that the requested documents should be in Respondents’ possession given that they should have been received by Centromin and/or Activos Mineros at the time.</p> <p>Respondents confirm that, after a reasonable search, they have not located or identified the requested</p>	Request granted	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		<p>whether Renco and DRRC are parties to the STA is crucial for the Tribunal to decide whether it has jurisdiction over Renco and DRRC’s claims, and whether such claims are admissible. (Contract Counter-Memorial, §§ III.B & IV.A.1).</p> <p>Activos Mineros and Peru reasonably assume that such Documents are in the possession, custody or control of Renco and DRRC as they would have been the entities that created the Document containing the required consent.</p>		<p>Activos Mineros’ possession, custody or control.</p> <p><i>Second</i>, Request No. 30 is not material to the outcome of the Contract Case, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Contrary to Peru’s assertions, whether Claimants consented to the assignment of Centromin’s contractual position to Activos Mineros has no bearing on the determination of whether Claimants are parties to the STA. - This is because that determination depends on whether Claimants consented to the STA (they did) and on whether they assumed obligations or rights derived from it (they did); it <i>does not</i> depend, however, on whether the STA named Claimants as parties or whether Claimants consented to the assignment of Centromin’s contractual position to Activos Mineros (Payet Expert Report ¶ 127). 	<p>documents. Claimants, as the creators of such documents, would possess, control, or be custodians of the latter.</p> <p><u>Secondly</u>, Claimants argue that “whether Claimants consented to the assignment of Centromin’s contractual position to Activos Mineros has no bearing on the determination of whether Claimants are parties to the STA”. This is incorrect.</p> <p>As Respondents have explained, conduct and statements during the life of a contract can be used to interpret that contract. (Respondents’ Counter-Memorial, ¶ 511). Under Article 1435 of the Peruvian Civil Code, contracting parties <i>must</i> consent to the assignment of a counterparty’s contractual position for such assignment to be effective. (RLA-062, p. 240). The three STA Parties (Centromin, Metaloroya, and DRP) consented to a future</p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					assignment of their counterparties' contractual position in Clause 10 of the STA. (R-001, Clause 10). If, as Claimants contend, they are also parties to the STA, then the assignment of Centromin's contractual position required, by Peruvian law, Claimants' consent. Accordingly, documents containing Claimants' consent are relevant and material because they will help demonstrate whether Claimants are parties to the STA. <u>Request for Resolution</u> Respondents requests that Claimants be ordered to disclose the requested documents.	
31	Documents containing the consent of Renco and DRRC to the assignment of the contractual position of DRP to DRCL. (Contract Case)	Renco and DRRC allege that they are parties the STA. (Contract Memorial, ¶ 57). On 1 June 2001, DRP assigned its contractual position in the STA to DRCL (Exhibit R-004). Under Peruvian law, parties to a contract must consent to the assignment of the contractual position of a counter-party. (RLA-062 Art. 1435, p.	Claimants Renco and DRRC object to Request No. 31 for the following reasons. <i>First</i> , any Documents responsive to Request No. 31 are in the possession, custody or control of Respondents. <ul style="list-style-type: none"> - Since Request No. 31 seeks "Documents containing the 	Disputed Matters Claimants object to this request on the following grounds. <u>First</u> , Claimants allege that the requested documents should be in Respondents'	Request granted	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		<p>240). If Renco and DRRC are parties to the STA, they would have had to consent to the assignment of contractual position.</p> <p>The requested Documents are relevant to the Contract Case and material to its outcome because the determination of whether Renco and DRRC are parties to the STA is crucial for the Tribunal to decide whether it has jurisdiction over Renco and DRRC's claims, and whether such claims are admissible. (Contract Counter-Memorial, §§ III.B & IV.A.1).</p> <p>Activos Mineros and Peru reasonably assume that such Documents are in the possession, custody or control of Renco and DRRC as they would have been the entities that created the Documents containing the required consent.</p>		<p>consent of Renco and DRRC to the assignment of the contractual position of DRP to DRCL," it follows that such documents would have been received by Centromin and/or Activos Mineros and would, therefore, be in Centromin's and/or Activos Mineros' possession, custody or control.</p> <p><i>Second</i>, Request No. 31 is not material to the outcome of the Contract Case, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Contrary to Peru's assertions, whether Claimants consented to the assignment of DRP's contractual position to DRCL has no bearing on the determination of whether Claimants are parties to the STA. - This is because that determination depends on whether Claimants consented to the STA (they did) and on whether they assumed obligations or rights derived from it (they did); it <i>does not</i> depend, however, on whether the STA named Claimants as parties or whether Claimants 	<p>possession given that they should have been received by Centromin and/or Activos Mineros at the time.</p> <p>Respondents confirm that, after a reasonable search, they have not located or identified the requested documents. Claimants, as the creators of such documents, would possess, control, or be custodians of the latter.</p> <p><u>Secondly</u>, Claimants argue that "whether Claimants consented to the assignment of DRP's contractual position to DRCL has no bearing on the determination of whether Claimants are parties to the STA". This is incorrect for, <i>mutatis mutandis</i>, the same reasons as Request No. 30, but with respect to the assignment of DRP's contractual position to DRCL.</p> <p><u>Request for Resolution</u></p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				consented to the assignment of DRP's contractual position to DRCL (Payet Expert Report ¶ 127).	Respondents request that Claimants be ordered to disclose the requested documents.	
32	Document dated on or around 8 September 1997, in which Renco and DRRC ceded their rights as winners of the bid to DRP. (Contract Case)	<p>Renco and DRRC allege that they are parties the STA. (Contract Memorial, ¶ 57). They were declared the winners of the bidding process for Metaloroya. But on or around 8 September 1997, they ceded their rights as winners of the bid to DRP. (Contract Counter-Memorial, ¶ 477; Exhibit R-282).</p> <p>The 8 September 1997 Document will be relevant and material to determining the breadth of the cession and to determine the identity of the parties to the STA. This Document is thus relevant to the Contract Case and material to its outcome because the determination of whether Renco and DRRC are parties to the STA is crucial for the Tribunal to decide whether it has jurisdiction over Renco and DRRC's claims, and whether such claims are admissible. (Contract Counter-Memorial, §§ III.B & IV.A.1).</p> <p>Activos Mineros and Peru assume that such Document is in the possession, custody or control of Renco and DRRC as</p>	<p>Claimants Renco and DRRC object to Request No. 32 for the following reasons. <i>First</i>, the Document that Request No. 32 seeks is in the possession, custody or control of Respondents.</p> <ul style="list-style-type: none"> - Exhibit R-282, to which Respondents refer in the "relevance and materiality" column, is Centromin Agreement No. 54-97 dated September 15, 1997. - That agreement refers to a letter from Claimants, dated September 8, 1997, in which they indicate that they are transferring to DRP their rights as winners of the bidding process for Metaloroya. - It follows that Respondents would have received the Document that Request No. 32 seeks and that this Document, therefore, is in Respondents' possession, custody or control. <p><i>Second</i>, Request No. 32 is not material to the outcome of the Contract Case, as</p>	<p>Disputed Matters</p> <p>Claimants object to this request on the following grounds.</p> <p><u>First</u>, Claimants allege that the requested documents would be in Respondents' possession given that Exhibit R-282 would seem to indicate that it was received by Respondents.</p> <p>Respondents confirm that, after a reasonable search, they have not located or identified the requested document.</p> <p>Given that Exhibit R-282 would seem to indicate that the document exist and that Respondents have already confirmed that they do not possess it, it follows that Claimants must disclose it.</p> <p><u>Secondly</u>, Claimants argue that documents in which</p>	Request granted	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		they were the entities that created the Document.		<p>required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Contrary to Peru’s assertions, the Document in which Claimants “ceded their rights as winners of the bid to DRP” has no bearing on the determination of whether Claimants are parties to the STA. - This is because that determination depends on whether Claimants consented to the STA (they did) and on whether they assumed obligations or rights derived from it (they did); it <i>does not</i> depend, however, on Claimants’ transfer to DRP of their rights as winners of the bid (Payet Expert Report ¶ 127). 	<p>Claimants “ceded their rights as winners of the bid to DRP has no bearing on the determination of whether Claimants are parties to the STA.” This is incorrect. Renco and DRRC ceded their rights as winners to the bid, and therefore their position to enter into the STA, to DRP. The requested document is relevant because breadth of the cession is evidence that Renco and DRRC are not parties to the STA, a key issue in dispute.</p> <p>Respondents also take issue with Claimants’ assertion that Claimants consented to the STA and “assumed obligations or rights derived from it”. Respondents shall fully address Claimants’ submissions in their Rejoinder.</p> <p><u>Request for Resolution</u></p> <p>Respondents request that Claimants be ordered to</p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					disclose the requested documents.	
33	<p>The Document dated on or around 24 October 1997, in which Renco requested its release from the Renco Guaranty. (Contract Case)</p>	<p>Renco and DRRC allege that they are parties the STA. (Contract Memorial, ¶ 57). But as Activos Mineros and Peru have explained, Renco and DRRC are parties to a separate guaranty (the “Renco Guaranty”). The Renco Guaranty, though in the same public deed as the STA, is an autonomous, distinct contract. (Contract Memorial, ¶¶ 461–469). On or around 24 October 1997, Renco requested that it be released from the Renco Guaranty. (Exhibit R-003, p. 22).</p> <p>The 24 October 1997 Document will be relevant and material to determining the breadth of the request, the nature of the Renco Guaranty as an independent contract, and therefore the identity of the parties of the Renco Guaranty and the STA. This Document is thus relevant to the Contract Case and material to its outcome because the determination of whether Renco and DRRC are parties to the STA is crucial for the Tribunal to decide whether it has jurisdiction over Renco and DRRC’s claims, and whether such claims are admissible. (Contract Counter-Memorial, §§ III.B & IV.A.1).</p>		<p>Claimants Renco and DRRC object to Request No. 33 for the following reasons.</p> <p><i>First</i>, the Document that Request No. 33 seeks is in the possession, custody or control of Respondents.</p> <ul style="list-style-type: none"> - Exhibit R-3, to which Respondents refer in the “relevance and materiality” column, is Modification of the Contract to Transfer Shares, Increase Company Capital and Subscription of Shares of Metaloroya S.A. dated December 17, 1999. - Page 22 of that document refers to the Document that Request No. 33 seeks (“in response to your request dated October 24, 1997, we inform you that the Special Committee on Privatization of Centromin Peru S.A. (CEPRI) has agreed to consent to releasing the Renco Group Inc. from responsibility ...”). - It follows that Respondents would have received the Document that Request No. 33 seeks and that this Document, 	<p>Disputed Matters</p> <p>Claimants object to this request on the following grounds.</p> <p><u>First</u>, Claimants allege that the requested documents would be in Respondents’ possession given that Exhibit R-3 would seem to indicate that it was received by Peru.</p> <p>Respondents confirm that, after a reasonable search, they have not located or identified the requested document.</p> <p>Given that Exhibit R-3 would seem to indicate that the document exist and that Respondents do not have it, it follows that Claimants must disclose it.</p> <p><u>Secondly</u>, Claimants argue that the document in which “Renco requested its release from the Renco Guaranty has no bearing on the determination of whether Claimants are</p>	Request denied

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		Activos Mineros and Peru reasonably assume that such Document is in the possession, custody or control of Renco as it was the entity that created the Document.		<p>therefore, is in Respondents' possession, custody or control.</p> <p><i>Second</i>, Request No. 33 is not material to the outcome of the Contract Case, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Contrary to Peru's assertions, the Document in which Renco "requested its release from the Renco Guaranty" has no bearing on the determination of whether Claimants are parties to the STA. - This is because that determination depends on whether Claimants consented to the STA (they did) and on whether they assumed obligations or rights derived from it (they did); it <i>does not</i> depend, however, on Renco's release from the Renco Guaranty (Payet Expert Report ¶ 127). - On this point, Professor Payet opines as follows: "In my opinion, the release of Renco that was communicated by Centromin does not affect Renco's position as a contractual party or the rights and benefits acquired from the 	<p>parties to the STA." This is incorrect. As Respondents have explained, conduct and statements during the life of a contract can be used to interpret that contract. (Respondents' Counter-Memorial, ¶ 511). The requested document will show the nature of the Renco Guaranty as an independent contract to the STA, to which neither Renco, nor DRRC, are parties. That Renco and DRRC are parties to the Renco Guaranty does not mean that they are parties to the STA.</p> <p>Claimants cite one paragraph of Payet Expert Report stating that, in his opinion, "the release of Renco that was communicated by Centromin does not affect Renco's position as a contractual party." That Claimants' expert has opined on the impact of the release on Renco's status as a party to the STA only confirms that the content of</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				[STA]” (Payet Expert Report ¶ 131).	<p>Renco’s release request is relevant and material to the question of whether Renco was a party to the STA. This is a core issue in dispute between the Parties. Respondents also take issue with Claimants’ assertion that Claimants consented to the STA and “assumed obligations or rights derived from it”. Respondents shall fully address Claimants’ submissions in their Rejoinder.</p> <p><u>Request for Resolution</u></p> <p>Respondents request that Claimants be ordered to disclose the requested documents.</p>	
35.	Documents of DRP, Renco, DRRC, and/or DRCL demonstrating DRP’s contributions to its 2006 Trust Account in accordance with Ministerial Resolution No. 257-	Renco alleges that its creditors would not renew DRP’s revolving credit Facility due to the 2008 global financial crisis (Treaty Memorial, ¶ 209). However, Renco cites a document in which its creditors would have renewed DRP’s line of credit had the company possessed sufficient capital to finance its operations and complete the Sulfuric Acid Plant Project (Exhibit C-	<p>Claimant Renco objects to Request No. 35 because it is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Contrary to Peru’s assertions, the amounts contributed to the 2006 Trust Account have no bearing on whether Peru has, in 	<p>Disputed Matters</p> <p>Claimant objects to this request on the following grounds.</p> <p><u>First</u>, Renco asserts that the requested documents are not relevant or material to the Treaty Case. Renco</p>	Request granted.	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	<p>2006-MEM/DM, as well as ascertaining the proper amount to be channeled into the account.</p> <p>(Treaty Case)</p>	<p>099, p. 1). Peru explained in its Counter-Memorial that in 2006, the MEM required DRP to establish a trust account and contribute sufficient funds to finance 100% of its environmental obligations (Treaty Counter-Memorial, ¶ 643). Had DRP complied with this requirement, it would have been able to satisfy its creditors' condition that the company possess sufficient liquidity and/or capital to finance its operations and environmental obligations.</p> <p>The requested Documents are relevant to Renco's fair and equitable treatment and expropriation claims in the Treaty Case and material to the case's outcome because they would permit Peru and the Tribunal to fully evaluate and determine the extent to which DRP's loss of its credit facility was due to its failure to contribute sufficient capital to the 2006 Trust Account, and not, as alleged by Claimants, to the global financial crisis.</p>		<p>fact, breached its obligations under the U.S.-Peru FTA.</p> <ul style="list-style-type: none"> - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction <i>ratione temporis</i> of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one 	<p>states, with no supporting reasoning, that "the amounts contributed to the 2006 Trust Account have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA." Renco neglects to engage with Peru's assertion that had DRP adequately contributed to its 2006 Trust Account, then it would not have lost its credit facility.</p> <p>The issue of whether DRP created the conditions that led to its loss of credit is critical to the Tribunal's evaluation of Renco's <i>force majeure</i> argument. An obligor cannot claim <i>force majeure</i> if its own misconduct caused it to default on its obligations (Treaty Counter-Memorial, ¶¶ 625, 635). Renco claims that DRP's loss of credit—which was the direct cause of its failure to complete the Sulfuric Acid Plant Project—was due to the 2008 financial crisis</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>hand argue that the Tribunal lacks jurisdiction over “the bulk” of Renco’s Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty’s entry into force, while on the other hand ask for documents as it does in Request No. 35 that are related to events and time periods that it alleges are not within the Tribunal’s jurisdiction.</p>	<p>(Treaty Memorial, ¶ 210). As Peru explained in its Requests Nos. 35 & 36, Renco has provided no evidence to support this claim, and the available evidence suggests that DRP’s failure to contribute to the 2006 Trust Account caused its default on that obligation (among other causes) (Exhibit C-099, p. 1; Treaty Counter-Memorial, ¶¶ 642-643). The requested documents are therefore relevant and material to the outcome of the Treaty Case.</p> <p>Additionally, Claimant argues that the requested documents are not relevant or material to the dispute because Peru has objected to the Tribunal’s jurisdiction <i>ratione temporis</i> to hear Claimant’s pre-2009 claims. Respondent refers the Tribunal to its response to this same objection in</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					connection with Request No. 1. <u>Request for Resolution</u> Peru requests that Claimant be ordered to disclose the requested documents.	
36.	Documents produced by or exchanged between DRP, Renco, DRRC, DRCL BNP Paribas, and/or other financing entities related to DRP's revolving credit facility. (Treaty Case)	The crux of Renco's treaty case is the allegation that when DRP lost its revolving credit facility due to the global financial crisis, Peru responded unfairly and inequitably and expropriated its investment by not granting it an "effective" extension to finish the sulfuric acid plant project (Treaty Memorial, Section IV.A). Renco, however, has submitted just two documents related to DRP's loss of credit: (i) a letter from DRP's creditors placing certain conditions on the company's ability to renew the revolving credit facility (Exhibit C-099); and (ii) minutes of a shareholders meeting during which DRP's general manager stated that the "syndicate of banks had decided to accelerate payments on the working capital and collect amounts owed" due to "certain technical matters of the revolving credit agreement" (Exhibit C-145). Neither document mentions the global financial crisis as a cause of the creditors' decision to place conditions on the credit facility's renewal.	Claimant Renco objects to Request No. 36 because it is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. <ul style="list-style-type: none"> - Contrary to Peru's assertions, the "factual basis for the decision regarding the credit facility and the circumstances that surrounded it" have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. 	Disputed Matters Claimant objects to this request on the following grounds. Renco asserts that the requested documents are not relevant or material to the Treaty Case. Renco again neglects to engage with Peru's assertions and summarily concludes that the "factual basis for the decision regarding the credit facility and the circumstances that surrounded it have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA." For the reasons stated in Peru's (i) comments to this Request, and (ii) response to objections to document	Request granted	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		<p>The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit Peru and the Tribunal to fully evaluate and determine the factual basis for the decision regarding the credit facility and the circumstances that surrounded it. Given that DRP's loss of credit is central to Renco's treaty claims, it is relevant and material that Peru and the Tribunal have access to all documents related to this event.</p>			<p>production Request No. 35, the requested documents are relevant and material to the Treaty Case.</p> <p><u>Request for Resolution</u> Peru requests that Claimant be ordered to disclose the requested documents.</p>	
37.	<p>Documents produced by or exchanged between DRP, Renco, DRRC, DRCL and/or prospective creditors related to securing financing for DRP after the company lost its revolving credit facility.</p> <p>(Treaty Case)</p>	<p>Renco asserts that “[n]o bank would loan money to DRP without taking a security interest in its assets, but DRP could not pledge any of its revenues as collateral, because the decree required that all of its revenues be channeled into the trust account” (Treaty Memorial, ¶ 114). This assertion is central to Renco's fair and equitable treatment and expropriation claims that the trust account requirement rendered the 2009 extension ineffective. Nonetheless, Renco has not produced a single document evidencing negotiations or conversations with lenders after the non-renewal of its revolving credit facility, nor that the trust account requirement impaired its ability to secure financing.</p>		<p>Subject to the general objections noted above, Claimant Renco will conduct a reasonable search for documents responsive to Request No. 37 and produce such non-privileged documents found in its possession, custody, or control.</p>	<p>Request for Resolution</p> <p>Peru does not seek resolution from the Tribunal on this request because Renco has agreed to produce responsive documents. However, Peru invokes its Responses to Renco's general objections to the extent that Renco invokes them in an attempt to not produce documents as agreed.</p>	No decision required

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit the Tribunal and Peru to fully evaluate and determine the extent to which (i) DRP attempted to secure financing after it failed to satisfy the conditions to renew its revolving credit facility; and (ii) the trust account requirement allegedly impaired DRP's ability to secure financing.				
38.	Documents discussing DRP, Renco, DRRC, and/or DRCL's position regarding DRP's suppliers' offer to extend credit to DRP. (Treaty Case)	Renco argues that DRP's loss of credit in 2009 was a <i>force majeure</i> event under Peruvian law (Treaty Memorial, ¶ 209). As Peru explained in its Counter-Memorial, however, DRP's suppliers offered to grant DRP sufficient financing to cover the costs of operating the Facility and completing the Sulfuric Acid Plant Project by October 2009 (Treaty Counter-Memorial, ¶¶ 271-275). Renco asserts that DRP could not accept the supplier financing option due to a condition that DRP capitalize the USD 156 million in debt it owed to DRCL (Treaty Memorial, ¶ 105). According to Renco, "[if] DRP would not be able to complete the PAMA, . . . DRP would be pushed into bankruptcy, and its main shareholder, DRCL, would not have any voting rights in the bankruptcy proceedings because it would have given up its right to claim as a creditor of DRP" (Treaty Memorial, ¶ 105). Renco does not cite any documents		Claimant Renco objects to Request No. 38 for the following reasons. <i>First</i> , Request No. 38 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. <ul style="list-style-type: none"> - Request No. 38 seeks all Documents "discussing DRP, Renco, DRRC, and/or DRCL's position regarding DRP's suppliers' offer to extend credit to DRP," but fails to specify a relevant, limiting timeframe. - This means that there is a sprawling universe of Documents that is potentially responsive to Peru's broadly and vaguely crafted request. <i>Second</i> , Request No. 38 is unreasonably burdensome and Renco should not have to search for, collect, review, and	Disputed Matters Claimant objects to this request on the following grounds. <u>First</u> , Claimant asserts that Peru's request is overbroad. Renco objects to Peru's request solely on the basis that Peru has not specified a relevant timeframe. It is clear, however, from Peru's request that the relevant documents relate to the period surrounding DRP's suppliers' offer to grant DRP sufficient financing to cover the costs of operating the Facility and completing the Sulfuric Acid Plant Project by October 2009. It is likewise clear from ¶¶	Request granted, but limited to documents from March through July 2009

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		<p>evidencing this purported reason for rejecting its suppliers' offer to finance the Facility's operations.</p> <p>The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit the Tribunal and Peru to fully evaluate and determine DRP's and its affiliates' reasons for rejecting the suppliers' offer to extend credit to DRP. As Peru has explained, the suppliers' offer would have resolved DRP's financing issues and wiped clean the consequences the company faced due to the loss of its revolving credit facility (Treaty Counter-Memorial, ¶¶ 272-273). DRP's decision to decline that offer is thus relevant because it calls into question Renco's <i>force majeure</i> argument, which is central to its fair and equitable treatment claim.</p>		<p>produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - As explained above, Peru does not specify a relevant, limiting timeframe for Request No. 38. - This means that Peru is requesting a potentially sprawling universe of Documents. <p>As an aside, Claimant Renco disputes Peru's allegation that "Renco argues that DRP's loss of credit in 2009 was a <i>force majeure</i> event under Peruvian law."</p> <ul style="list-style-type: none"> - That is not what Paragraph 209 of Claimant's Treaty Memorial says. - Claimant has consistently argued that the global financial crisis of 2008 and the resulting steep decline in world metals prices "clearly and unmistakably constituted an 'extraordinary economic alteration' under the [STA] and a <i>force majeure</i> circumstance under Peruvian law" (<i>see, e.g.</i>, Mem. (Treaty Case), ¶ 208). - Thus, the 2008 global financial crisis constituted an event of economic <i>force majeure</i> under 	<p>271-275 of Peru's Treaty Counter-Memorial (which Peru cites in its request) that the suppliers made this offer in late-March or early-April 2009. Therefore, the relevant timeframe would be the months surrounding that event (i.e., March through July 2009).</p> <p>Renco submits no other objections to Peru's request, but notes "[a]s an aside" that it "disputes Peru's allegation that "Renco argues that DRP's loss of credit in 2009 was a <i>force majeure</i> event under Peruvian law." Peru notes that Renco's "aside" is not tied to an objection under any of the grounds enumerated in the IBA Rules.</p> <p>In any case, Renco's aside is misplaced. Renco attempts to argue that the by the terms of the STA, the 2008 financial <i>ipso</i></p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>the STA, which entitled Claimant to a PAMA extension.</p>	<p><i>facto</i> constituted a <i>force majeure</i> event that relieved DRP of its obligation to complete the Sulfuric Acid Project. This argument is incorrect for two reasons.</p> <p>First, Renco relies on the <i>force majeure</i> clause in the STA, which included the term “extraordinary economic alterations.” However, Peru has demonstrated that the <i>force majeure</i> clause in the STA did not bind the MEM, and that the relevant <i>force majeure</i> provision—which was found in the 2004 Extension Regulation—did not include the term “extraordinary economic alternation” (Treaty Counter-Memorial, ¶¶ 612-624, 630). Renco thus cannot rely on that term to argue that that 2008 financial crisis <i>per se</i> constituted a <i>force majeure</i> event.</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>Second, even under the terms of the STA, Renco cannot claim that the 2008 financial crisis constituted a <i>force majeure</i> event without demonstrating a causal link between the crisis and DRP's default on its obligations (Treaty Counter-Memorial, ¶ 635).</p> <p>In its pleadings, Renco clearly attempts to establish a link between the crisis, DRP's loss of credit, and DRP's need for an extension (Treaty Memorial, ¶¶ 209-210). The evidence in the record likewise demonstrates that DRP's failure to complete the Sulfuric Acid Plant Project was not due directly to the global financial crisis, but rather to its inability or unwillingness to obtain financing. After the onset of the crisis in October 2008, DRP assured Peru on three separate occasions (in October 2008, December 2008, and February 2009) that it would fulfill its obligations</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>by the October 2009 deadline (Treaty Counter-Memorial, ¶ 565). DRP only changed course and sought an extension when the Banking Syndicate denied its revolving credit facility (Treaty Counter-Memorial, ¶¶ 263-266). Indeed, DRP explicitly tied its extension request to its inability to finance its operations and obligations (Exhibit C-007). It is thus evident that DRP's ability to obtain financing is relevant to Renco's <i>force majeure</i> argument.</p> <p><u>Request for Resolution</u> Peru requests that Claimant be ordered to disclose the requested documents.</p>	
39.	Documents from the Missouri Litigations particularizing and/or supporting each of the Missouri Plaintiffs' alleged injuries and damages, such as (i)	The Missouri Litigations are central to Claimants' claims in the Contract Case under Clauses 6.2 and 6.3 of the STA. Nonetheless, Claimants have provided no information on the details of the Missouri Plaintiffs' specific claims, such as what injury each plaintiff claims to have	Claimants Renco and DRRC object to Request No. 39 because it seeks Documents protected under legal impediment or privilege, which are excluded from production under Article 9.2(b) of the IBA Rules.	<p>Disputed Matters Claimants object to this request on the following grounds.</p> <p><u>First</u>, Claimants assert that they are legally impeded</p>	Request granted, subject to the provision of a privilege log in relation to any documents not produced on account of the U.S. District Court's protective orders	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	<p>medical records and reports, damages calculations, and expert reports submitted during the course of the Missouri Litigations, including (but not limited to) expert reports (and exhibits thereto) of: Fernando de Trazengnies Granda, Keith S. Rosenn, Gaston Fernandez Cruz, Clemente Vega, David MacIntosh, Jill E. Ryer-Powder, David Sullivan, David Bellinger, Karen Hopkins, Howard Hu, Kyle Anne Midkiff, Jonathan Macey, Corby Anderson, Shahrokh Rouhani, Elias Chalhub, Jack Matson, Nicholas Cheremisinoff, and John Connor; (ii) depositions taken during the course of the Missouri Litigations; and (iii) exhibits filed in</p>	<p>suffered, what toxic substances caused each alleged injury, the evidence on which the plaintiffs rely to support their theories of causation and liability, and when and how each plaintiff alleges to have been exposed to any toxic substances. Rather, Claimants devote a mere three paragraphs of their Statement of Claim to the Missouri Litigations (largely unchanged from the Renco I memorial seven years ago) along with one lone exhibit (an initial complaint filed thirteen years ago) (Contract Memorial, ¶¶ 78-80). Claimants then proceed to make sweeping generalizations about the Missouri Plaintiffs’ claims without providing any documentary support. For example, Claimants allege that “Centromín/Activos Mineros’ conduct created the vast majority (if not all) of the conditions that factually caused the [Missouri Plaintiffs’] alleged injuries” (Contract Memorial, ¶ 216), but Claimants have not provided any documentary support of this allegation or any detail whatsoever about the alleged causes and scope of the plaintiffs’ injuries.</p> <p>The requested Documents are relevant to the Contract Case and material to its outcome because they would permit the Tribunal and Respondents to fully evaluate and determine critical</p>	<ul style="list-style-type: none"> - The Tribunal is empowered under Article 9.2(b) to “exclude from evidence or production any Document” due to “legal impediment or privilege under the legal or ethical rules determined by the Arbitral Tribunal to be applicable[.]” - Claimants are bound by protective orders issued by the U.S. District Court in the Eastern District of Missouri, which are publicly available and prevent Claimants from disclosing any information received in the course of <i>J.Y.C.C., et al. v. Doe Run Res. Corp.</i> (Case No. 4:15 CV 1704 RWS) and <i>A.O.A., et. Al., v. Doe Run Res. Corp.</i> (Case No. 4:11-CV-44-CDP) (together, the Missouri Litigations) regarding the “parties’ proprietary and confidential information[.]” - The protective orders in the Missouri Litigations provide that the Parties can designate as confidential information any information that they believe “in good faith constitutes, reflects, discloses, or contains 	<p>from producing the requested documents.</p> <p>Respondents’ response to Claimants’ objection is located in their letter to the Tribunal dated 3 June 2022.</p> <p><u>Request for Resolution</u></p> <p>Respondents request that Claimants be ordered to disclose the requested documents.</p>		

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	<p>support of legal briefings during the course of the Missouri Litigations.</p> <p>(Contract Case)</p>	<p>components of Claimants’ claims related to the Missouri Plaintiffs’ litigations, including (i) the factual and legal bases of the Missouri Plaintiffs’ claims; (ii) the methodologies the Missouri Plaintiffs’ have used to estimate their injuries and calculate their damages; (iii) what toxic substances caused each alleged injury; (iv) which proportion of the Missouri Plaintiffs’ claimed damages relates to the pre-PAMA Period (if any), the PAMA Period, and the post-PAMA Period, respectively.</p>		<p>information subject to protection under Fed. R. Civ. P. 26(c).”</p> <ul style="list-style-type: none"> - During the course of the Missouri Litigations, the Missouri Plaintiffs designated as confidential information all information regarding their alleged injuries and damages. - The protective orders in the Missouri Litigations “govern all hard copy and electronic documents, the information contained therein, and all other information produced or disclosed during this case, whether revealed in a document, deposition, other testimony, discovery responses or otherwise, by a party to this proceeding (the ‘Producing Party’) to any other party (the ‘Receiving Party’).” - Based on the above, it follows that Claimants cannot disclose any responsive documents to Request No. 39 without violating the protective orders issued in the Missouri Litigations by the U.S. District Court in the Eastern District of Missouri. 		

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
40.	<p>Documents from the Missouri Litigations providing specific demographic information about each of the Missouri Plaintiffs, such as their ages and locations of home and school between 1997 and 2007, including (but not limited to) Plaintiff Profile Sheets produced to the Missouri Defendants.</p> <p>(Contract Case)</p>	<p>Claimants’ claims under Clauses 6.2 and 6.3 of the STA rely on generalized assertions about environmental and health conditions in La Oroya, but Claimants fail to provide any specific information about the Missouri Plaintiffs. Claimants have not identified where each plaintiff lived, worked, or went to school during the relevant timeframe, or even the plaintiffs’ ages. This information is critical because lead, sulfur dioxide, arsenic, and other contaminants (i) were present at different concentrations in different parts of La Oroya and the surrounding area; and (ii) affect children differently during the various periods of development.</p> <p>The requested Documents are relevant to the Contract Case and material to its outcome because they would allow the Tribunal and Respondents to fully evaluate and determine the extent to which each plaintiff was affected by the Facility’s operations during the relevant time period – a central component to Claimants’ contractual claims.</p>	<p>Claimants Renco and DRRC object to Request No. 40 because it seeks Documents protected under legal impediment or privilege, which are excluded from production under Article 9.2(b) of the IBA Rules.</p> <ul style="list-style-type: none"> - The Tribunal is empowered under Article 9.2(b) to “exclude from evidence or production any Document” due to “legal impediment or privilege under the legal or ethical rules determined by the Arbitral Tribunal to be applicable[.]” - Claimants are bound by protective orders issued by the U.S. District Court in the Eastern District of Missouri, which are publicly available and prevent Claimants from disclosing any information received in the course of <i>J.Y.C.C., et al. v. Doe Run Res. Corp.</i> (Case No. 4:15 CV 1704 RWS) and <i>A.O.A., et. Al., v. Doe Run Res. Corp.</i> (Case No. 4:11-CV-44-CDP) (together, the Missouri Litigations) regarding the “parties’ proprietary and confidential information[.]” - The protective orders in the Missouri Litigations provide 	<p>Disputed Matters</p> <p>Claimants object to this request on the following grounds.</p> <p><u>First</u>, Claimants assert that they are legally impeded from producing the requested documents.</p> <p>Respondents’ response to Claimants’ objection is located in their letter to the Tribunal dated 3 June 2022.</p> <p><u>Request for Resolution</u></p> <p>Respondents request that Claimants be ordered to disclose the requested documents.</p>	<p>Request granted, subject to the provision of a privilege log in relation to any documents not produced</p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>that the Parties can designate as confidential information any information that they believe “in good faith constitutes, reflects, discloses, or contains information subject to protection under Fed. R. Civ. P. 26(c).”</p> <ul style="list-style-type: none"> - During the course of the Missouri Litigations, the Missouri Plaintiffs designated as confidential information all specific demographic information about each of them, including their ages and locations of home and school between 1997 and 2007. - The protective orders in the Missouri Litigations “govern all hard copy and electronic documents, the information contained therein, and all other information produced or disclosed during this case, whether revealed in a document, deposition, other testimony, discovery responses or otherwise, by a party to this proceeding (the ‘Producing Party’) to any other party (the ‘Receiving Party’).” - Based on the above, it follows that Claimants cannot disclose 		

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				any responsive documents to Request No. 40 without violating the protective orders issued in the Missouri Litigations by the U.S. District Court in the Eastern District of Missouri.		
41.	Documents of DRP, Renco, DRRC, and/or DRCL related to the Facility’s fugitive emissions while under DRP’s control, including (but not limited to): (i) documents produced to or by McVehil-Monnett in connection with its 2004 study of the Facility’s fugitive emissions (Exhibit C-045 , pp. 5-7); (ii) any “inventory study” of Facility emissions from 1997 through 2012 (as recommended in the 1996 Knight Piésold Report (Exhibit C-014), p. 34); (iii) the underlying data and assumptions	<p>Claimants assert that DRP’s standards and practices were more protective than those of Centromín (Contract Memorial, ¶ 190). Claimants base this assertion in large part on measurements of the Facility’s main-stack emissions (Contract Memorial, pp. 36-37, 45). Nonetheless, as Respondents explained in their Counter-Memorial, DRP’s own consultant found that fugitive emissions affect human health eight times more than main-stack emissions (Contract Counter-Memorial, ¶ 760; Exhibit C-045). It is thus critical to understand the extent to which DRP shifted emissions from the main stack to fugitive emissions and increased the total amount of fugitive emissions released from the Facility (Contract Counter-Memorial, ¶¶ 751, 760).</p> <p>Fugitive emissions are difficult to calculate directly, and Respondents have been forced to calculate them indirectly by using air quality data and the Facility’s</p>		<p>Claimants Renco and DRRC object to Request No. 41 for the following reasons. <i>First</i>, Request No. 41 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed.</p> <ul style="list-style-type: none"> - Respondents Peru and Activos Mineros request all Documents related to “the Facility’s fugitive emissions while under DRP’s control.” - All documents related to “the Facility’s fugitive emissions” is in itself an extremely broad category of documents. - But Respondents also fail to specify a relevant, limiting timeframe for the broad category of documents that they are requesting. - Assuming that Request No. 41 seeks Documents from October 1997 (the date on which DRP 	<p>Disputed Matters</p> <p>Claimants object to this request on the following grounds.</p> <p><u>First</u>, Claimants assert that Respondents’ request is overbroad. Claimants criticize Respondents for requesting documents related to emissions that span a period of 12 years, but Claimants themselves request that Respondents produce Centromín’s emissions reports that span a period of 23 years (Claimants’ Document Request No. 38). Moreover, Claimants’ assertions regarding Facility emissions (including fugitive emissions) and their effect on the La Oroya</p>	Request granted

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	<p>used to calculate the estimates of sulfur dioxide fugitive emissions found in Fluor Daniel’s Master Plan (Exhibit WD-015, pp. 10-12, 15-17); and (iv) any measurements or records of the gas compositions of the different process gas streams in the copper and lead circuits.</p> <p>(Contract Case)</p>	<p>production data (Contract Counter-Memorial, ¶¶ 752-756). Additional information, such as records of the process gas compositions, would allow Respondents to corroborate and refine these calculations. Such information is available for the period during which Centromín operated the Facility (Exhibit R-267, p. 53) and thus should be available for the period during which DRP operated the Facility.</p> <p>The requested Documents are relevant to the Contract Case and material to its outcome because they would provide the Tribunal and Respondents with information necessary to fully evaluate, calculate and respond to Claimants’ claims regarding Facility emissions (including fugitive emissions) and their effect on the La Oroya community – a critical component of Claimants’ contractual claims under Clauses 6.2 and 6.3 of the STA.</p>	<p>acquired 99.98% of the outstanding shares of Metaloroya (Mem. (Treaty Case), ¶ 43) to June 2009, when DRP was forced to shut down the Complex’s operations due to Peru’s conduct in breach of the U.S.-Peru FTA (SoC (Contract Case), ¶ 192), this would mean that Request No. 41 spans a period of 12 years.</p> <ul style="list-style-type: none"> - Thus, there is a sprawling universe of Documents that is potentially responsive to Respondents’ broadly and vaguely crafted request. <p><i>Second</i>, Request No. 41 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - As explained above, the scope and timeframe of Respondents’ Request No. 41 are incredibly broad. - Moreover, Respondents are requesting a potentially sprawling universe of Documents that were all created between 13 and 25 years ago. 	<p>community constitute the core of Claimants’ contractual claims. Claimants and their experts make claims about the Facility’s emissions during the entirety of DRP’s operations (<i>see, e.g.</i>, Contract Memorial, pp. 44-45), and it is therefore reasonable for Respondents to request documents related to emissions during this same period.</p> <p>Claimants also criticize Respondents’ formulation of Request No. 41 as “extremely broad.” While Respondents listed examples of documents that would be responsive to the request, Respondents cannot know precisely which documents would relate to the DRP’s fugitive emissions because Respondents did not operate the Facility during the relevant timeframe. Claimants are the only party with knowledge of which documents relate to</p>		

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>the fugitive emissions caused by their own subsidiary's operations.</p> <p><u>Second</u>, Respondents' request is not unreasonably burdensome. Claimants again base their objection on the premise that the scope and timeframe request is overbroad. Respondents refer the Tribunal to their response to that assertion, which is set forth above</p> <p>Additionally, Respondents note that Claimants concede that Respondents' request is relevant to the Contract Case and material to its outcome.</p> <p>Further, Claimant's assertion that the documents would have been created between 13 and 25 years ago cannot be a serious objection. It is disingenuous for Claimant to raise this objection, as Claimant itself has made</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>requests for documents that were created as long as 25 years ago.</p> <p><u>Request for Resolution</u> Respondents request that Claimants be ordered to disclose the requested documents.</p>	
42.	<p>Documents of DRP, Renco, DRRC, and/or DRCL produced to Dr. Partelpoeg in 2006 in connection with his evaluation of DRP's extension request, including (but not limited to) the documents listed in Table 3-2 (Summary of Key Documents) of Dr. Partelpoeg's 2006 report (Exhibit C-062, Appendix A, pp. 5-6).</p> <p>(Matters)</p>	<p>Claimants' expert Dr. Partelpoeg bases his expert report in the Treaty Case in part on the inspection of the Facility he carried out in connection with his 2006 report (Partelpoeg Expert Report, p. 3). He cites his 2006 report repeatedly and extensively throughout his expert report (Partelpoeg Expert Report, pp. 3, 5, 28, 43-48, 51, 58, 60).</p> <p>The requested Documents are relevant to the Treaty Case and material to its outcome because they would allow Respondents to fully (i) verify and respond to the conclusions made in Dr. Partelpoeg's 2006 report, and thereby (ii) evaluate the conclusions made in Dr. Partelpoeg's expert report that are based on his 2006 report – fundamental aspects of Claimant's fair and equitable treatment claim (Treaty Memorial, ¶¶ 81-82, 203, 209, 214, 228).</p>	<p>Claimants Renco and DRRC object to Request No. 42 for the following reasons. <i>First</i>, the responsive Documents to Request No. 42 are (or should be) in the possession, custody or control of Respondents.</p> <ul style="list-style-type: none"> - Request No. 42 seeks Documents “produced to Dr. Partelpoeg in 2006” in connection with his 2006 report (Exhibit C-62). - <i>The Ministry of Energy and Mines commissioned Dr. Partelpoeg's 2006 report (see Mem. (Treaty Case), ¶ 67; and Exhibit C-62, p. i (“This report was prepared by the Panel of Experts for the Ministry of Energy and Mines, Peru to aid in their decision-making with respect to an Exceptional Extension Request for the</i> 	<p>Disputed Matters</p> <p>Claimants object to this request on the following grounds.</p> <p><u>First</u>, Claimants incorrectly assert that the requested documents are in Respondents' possession, custody, or control. Claimants argue that because the MEM commissioned Dr. Partelpoeg's 2006 report, it “had the opportunity to contemporaneously request from Dr. Partelpoeg all of the documents on which he relies in his 2006 report.” However, it does not follow from that fact that the MEM actually requested</p>	<p>Request granted, limited to the documents listed in table 3-2 (Summary of Key Documents) of Dr. Partelpoeg's 2006 report (Exhibit C-062, Appendix A, pp. 5-6).</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		<p>In addition, several of the requested Documents are relevant to the Contract Case and material to its outcome because they relate to key issues that bear on the question of whether DRP’s standards and practices were less protective than those of Centromín – a necessary component of Claimants’ claims under Clauses 6.2 and 6.3 of the STA, and Respondents’ defenses against such claims. Such Documents include Documents that discuss the Facility’s emissions under DRP, as well as the alleged improvements that DRP made to the Facility.</p>		<p>Sulfuric Acid Plants project of La Oroya Metallurgical Complex PAMA”).</p> <ul style="list-style-type: none"> - Therefore, Peru had the opportunity to contemporaneously request from Dr. Partelpoeg all of the documents on which he relies in his 2006 report. - It follows that Respondents received (or could have received) all responsive Documents to Request No. 42 and that, as a result, these Documents are (or should be) in Respondents’ possession, custody or control. <p><i>Second</i>, Request No. 42 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - As explained above, Respondents’ Request No. 42 seeks Documents that Peru could have requested from Dr. Partelpoeg back in 2006 when he submitted his report, which the Ministry of Energy and Mines commissioned. - It is unreasonable for Respondents to now decide, 16 	<p>those documents from Dr. Partelpoeg. Claimants present their argument as if the MEM, in 2006, should have known to request documents that would be relevant to a dispute that was not filed until 2018. Setting aside the logical flaw in this argument, the relevant standard is not whether Respondents could have requested these documents. The standard is whether Respondents actually possess the requested documents (IBA Rules, Art. 3.3(c)), which Respondents do not.</p> <p><u>Second</u>, Claimants argue that Respondents’ request is unreasonably burdensome, arguing that it is “unreasonable for Respondents to now decide, 16 years later, that they wish to review the documents on which Dr. Partelpoeg relied for his 2006 report.” It is Claimants, not Respondents, who filed the</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p><i>years later</i>, that they wish to review the documents on which Dr. Partelpoeg relied for his 2006 report and to place the burden on Claimants to retrieve and produce them.</p> <p><i>Third</i>, Request No. 42 is neither relevant to the Treaty Case nor material to its outcome because Peru seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force.</p> <ul style="list-style-type: none"> - However, Peru alleges in its Counter-Memorial that “the bulk” of Claimant’s claims falls “outside of the jurisdiction <i>ratione temporis</i> of the Treaty” and that “this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty’s entry into force on 1 February 2009” (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over “the bulk” of Renco’s Treaty claims because they are allegedly based on State acts or omissions that 	<p>Matters in 2018. It is unreasonable for Claimants to suggest that the MEM should have foreseen that Respondents would one day need the requested documents to defend themselves from a claim submitted in 2018.</p> <p><u>Third</u>, Claimants argue that the requested documents are not relevant or material to the dispute because Peru has objected to the Tribunal’s jurisdiction <i>ratione temporis</i> to hear Claimants’ pre-2009 claims. Respondents refer the Tribunal to their response to this same objection in connection with Request No. 1.</p> <p>Respondents note that save for Claimants’ argument based on Peru’s <i>ratione temporis</i> objection, Claimants concede that Respondents’ request is relevant to the Contract Case and material to its</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				pre-dated the Treaty’s entry into force, while on the other hand ask for documents as it does in Request No. 42 that are related to events and time periods that it alleges are not within the Tribunal’s jurisdiction.	outcome. Claimants likewise concede that Dr. Partelpoeg relied on his 2006 report when preparing his expert report in this case. <u>Request for Resolution</u> Respondents request that Claimants be ordered to disclose the requested documents.	
43.	Documents of DRP, Renco, DRRC, and/or DRCL related to DRP’s decision to (i) abandon the modernization plan for copper & lead circuits and (ii) build a single sulfuric acid plant. (Treaty Case)	Renco argues that Peru’s “draconian” and “ineffective” extensions were unfair, inequitable, and expropriatory because they failed to provide DRP with sufficient time to complete its PAMA obligations (Treaty Memorial, ¶¶ 201-204, 275-276). In its Counter-Memorial, however, Peru explained that DRP’s default on its PAMA resulted from its own decisions, including the decision in 1998 to abandon Centromín’s modernization plan and design of the sulfuric acid plant project. That decision, which DRP reversed in December 2005, caused DRP to delay its implementation of the PAMA by several years and miss its January 2007 deadline (Treaty Counter-Memorial, ¶¶ 185, 197-198, 200, 251-252).	Claimant Renco objects to Request No. 43 for the following reasons. <i>First</i> , Request No. 43 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. - In what is clearly a fishing expedition to find anything remotely helpful to Peru’s position in the Treaty Case, Request No. 43 seeks all Documents “related to” the “decision to (i) abandon the modernization plan for copper & lead circuits and (ii) build a single sulfuric acid plant” from multiple entities.	Disputed Matters Claimant objects to this request on the following grounds. <u>First</u> , Claimant alleges that Respondent’s request is overbroad. Claimant criticizes Respondent for not providing a timeframe, but the relevant timeframe is evident: DRP decided in 1998 to (i) abandon the modernization plan for copper & lead circuits and (ii) build a single sulfuric acid plant (Treaty Counter-Memorial, ¶¶ 185, 197-198,	Request granted, limited to documents produced in the period of 1996-1999	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		<p>The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit Tribunal and Peru to fully evaluate and determine whether DRP's and/or its affiliates' own decisions led DRP to default on its PAMA obligations.</p>		<ul style="list-style-type: none"> - However, Peru does not state with any specificity what kind of Documents would be responsive to Request No. 43. - Nor does Peru provide a relevant, limiting timeframe for Request No. 43. - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. <p><i>Second</i>, Request No. 43 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Contrary to Peru's assertions, whether DRP's decision "caused DRP to delay its implementation of the PAMA by several years" has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 	<p>200, 251-252). Claimant is best situated to ascertain the exact timeframe of the process that lead to that decision, but it is clear that the relevant documents would have been created in the years leading to and immediately following that decision (i.e., 1996-1999).</p> <p>Additionally, Claimant asserts that Respondent "does not state with any specificity what kind of Documents would be responsive." Respondent, however, defines "Documents" in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP's major decision to drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings.</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>million credit claim, and (iii) interfering with DRP's restructuring plans.</p> <ul style="list-style-type: none"> - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction <i>ratione temporis</i> of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 43 that are related to events and time periods that it 	<p><u>Second</u>, Claimant incorrectly asserts that the requested documents are not relevant or material to the Treaty Case. Renco neglects to engage with Peru's assertions regarding the request's relevance and summarily concludes that "whether DRP's decision caused DRP to delay its implementation of the PAMA by several years has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA." Peru has explained at length that DRP's decision to abandon the modernization plan and redesign the Sulfuric Acid Plant Project caused the company to default on its PAMA obligations (Treaty Counter-Memorial, ¶¶ 185, 197-198, 200, 251-252, 586-592). This fact is manifestly relevant to the Tribunal's determination of whether Peru breached its FET obligations when it allegedly granted DRP an "ineffective" extension in</p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>alleges are not within the Tribunal's jurisdiction.</p> <p><i>Third</i>, Request No. 43 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - As explained above, the scope of Peru's Request No. 43 is incredibly broad. - Peru also fails to state with any specificity what kind of Documents would be responsive to Request No. 43. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created more than 24 years ago. 	<p>the face of the company's default. The fact that DRP's default on its obligations stemmed from its own misdeeds means that DRP never deserved an extension in the first place, let alone an "effective" extension.</p> <p>Additionally, Claimant argues that the requested documents are not relevant or material to the dispute because Peru has objected to the Tribunal's jurisdiction <i>ratione temporis</i> to hear Claimant's pre-2009 claims. Respondent refers the Tribunal to its response to this same objection in connection with Request No. 1.</p> <p><u>Third</u>, Claimant asserts that Respondent's request is unreasonably burdensome. Claimant bases its objection on the same arguments that seek to support its assertion that</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>Respondent’s request is overbroad. Respondent refers the Tribunal to its response to that assertion, which is set forth above.</p> <p><u>Request for Resolution</u> Respondent requests that Claimant be ordered to disclose the requested documents.</p>	
44.	<p>Documents of DRP, Renco, DRRC, and/or DRCL produced to or by Fluor Daniel in connection with its 1998 Master Plan (Exhibit WD-15), including (but not limited to) (i) DRP’s instructions to Fluor Daniel; (ii) Documents containing information taken from the operations of Renco-affiliated smelters in Missouri and Utah; (iii) Documents containing DRP’s production goals for the Facility; and (iv) data provided to Fluor</p>	<p>The Fluor Daniel Master Plan served as the basis for DRP’s decision to abandon Centromín’s modernization plan and design of the sulfuric acid plant project – a fact fundamental to Renco’s fair and equitable treatment claims. As the report’s name indicates, it served as a “10 Year Master Plan” for DRP’s operations. The Master Plan was drafted based on Documents DRP provided to Fluor Daniel. It is thus necessary to review those Documents in order to properly evaluate the Master Plan.</p> <p>The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit the Tribunal and Peru to evaluate and determine (i) the basis of the findings presented in the Master Plan and (ii)</p>	<p>Claimant Renco objects to Request No. 44 for the following reasons.</p> <p><i>First</i>, Request No. 44 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed.</p> <ul style="list-style-type: none"> - In what is clearly a fishing expedition to find anything remotely helpful to Peru’s position in the Treaty Case, Request No. 44 seeks all Documents “produced <i>to or by</i> Fluor Daniel <i>in connection with</i> its 1998 Master Plan” (emphasis added) from multiple entities. - Moreover, Peru does not provide a relevant, limiting timeframe for Request No. 44. - This means that there is a sprawling universe of 	<p>Disputed Matters</p> <p>Claimants object to this request on the following grounds.</p> <p><u>First</u>, Claimants assert that Respondent’s request is overbroad. Claimant merely reproduces a portion of Respondent’s request for Documents “produced <i>to or by</i> Fluor Daniel <i>in connection with</i> its 1998 Master Plan,” without explaining why such a formulation is overbroad. DRP must have provided documents to Fluor Daniel in order for the consultant to create its</p>	Request denied	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	<p>Daniel related to the Facility's processes and/or emissions.</p> <p>(Treaty Case)</p>	<p>whether DRP contributed to Fluor Daniel's recommendations to abandon Centromín's modernization and PAMA plans.</p>	<p>Documents that is potentially responsive to this broadly and vaguely crafted request.</p> <p><i>Second</i>, Request No. 44 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Contrary to Peru's assertions, whether DRP "contributed to Fluor Daniel's recommendations to abandon Centromín's modernization and PAMA plans" has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its 	<p>Master Plan, and Fluor Daniel must have produced documents to DRP in connection with that same report. It is reasonable to request Claimant to produce those documents.</p> <p>Additionally, the relevant timeframe for this request is evident: Fluor Daniel produced its Master Plan in 1998 (Exhibit WD-015). Claimant is best situated to ascertain the exact timeframe of the process that lead to that report, but it is clear that the relevant documents would have been created in the years leading to and immediately following the report's conclusion (i.e., 1996-1999).</p> <p><u>Second</u>, Claimant asserts that the requested documents are not relevant or material to the Treaty Case. Renco neglects to engage with Peru's assertions regarding the</p>		

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>Counter-Memorial that “the bulk” of Claimant’s claims falls “outside of the jurisdiction <i>ratione temporis</i> of the Treaty” and that “this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty’s entry into force on 1 February 2009” (Counter-Mem. (Treaty Case), ¶ 28).</p> <ul style="list-style-type: none"> - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over “the bulk” of Renco’s Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty’s entry into force, while on the other hand ask for documents as it does in Request No. 44 that are related to events and time periods that it alleges are not within the Tribunal’s jurisdiction. <p><i>Third</i>, Request No. 44 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.</p>	<p>request’s relevance and summarily concludes that “whether DRP contributed to Fluor Daniel’s recommendations to abandon Centromin’s modernization and PAMA plans has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA.” Peru has explained at length that DRP’s decision to abandon the modernization plan and redesign the Sulfuric Acid Plant Project caused the company to default on its PAMA obligations (Treaty Counter-Memorial, ¶¶ 185, 197-198, 200, 251-252, 586-592). This fact is manifestly relevant to the Tribunal’s determination of whether Peru breached its FET obligations when it allegedly granted DRP an “ineffective” extension in the face of the company’s default. The fact that DRP’s default on its obligations stemmed from its own misdeeds means</p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<ul style="list-style-type: none"> - As explained above, the scope and timeframe of Peru’s Request No. 44 are incredibly broad. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created at least more than 24 years ago. 	<p>that DRP never deserved an extension in the first place, let alone an “effective” extension.</p> <p>Additionally, Claimant argues that the requested documents are not relevant or material to the dispute because Peru has objected to the Tribunal’s jurisdiction <i>ratione temporis</i> to hear Claimant’s pre-2009 claims. Respondent refers the Tribunal to its response to this same objection in connection with Request No. 1.</p> <p><u>Third</u>, Claimant asserts that Respondent’s request is unreasonably burdensome. Claimant bases its objection on the same arguments that seek to support its assertion that Respondent’s request is overbroad. Respondent refers the Tribunal to its response to that assertion, which is set forth above.</p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p><u>Request for Resolution</u> Respondent requests that Claimant be ordered to disclose the requested documents.</p>	
45.	<p>Documents of DRP, Renco, DRRC, and/or DRCL related to any research or design activities that DRP undertook in connection with its PAMA and modernization projects, including (but not limited to) (i) pre-feasibility studies; (ii) feasibility studies; (iii) engineering studies; (iv) design studies or proposals; (v) literature studies; (vi) lab studies and results; and (vii) detailed studies, as well as Documents that demonstrate when the steering committee, copper team, lead team, and zinc team were comprised and all of the team members.</p>	<p>A central aspect of Renco’s claims in the Treaty Case is the question of whether DRP caused its own PAMA delays by failing to begin work on its PAMA and modernization projects in a timely manner. In order to meet the PAMA deadline, DRP would have initiated serious efforts to research, prepare, and develop the different improvements it planned to implement at the Facility.</p> <p>The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit the Tribunal and Peru to fully evaluate and determine to what extent DRP performed meaningful and timely work on its PAMA and modernization projects.</p>	<p>Claimant Renco objects to Request No. 45 for the following reasons.</p> <p><i>First</i>, Request No. 45 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed.</p> <ul style="list-style-type: none"> - In what is clearly a fishing expedition to find anything remotely helpful to Peru’s position in the Treaty Case, Peru requests all Documents “related to any research or design activities that DRP undertook in connection with its PAMA and modernization projects” from multiple entities. - Moreover, Peru does not provide a relevant, limiting timeframe for Request No. 45. - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. 	<p>Disputed Matters Claimant objects to this request on the following grounds.</p> <p><u>First</u>, Claimant asserts that Respondent’s request is overbroad. Claimant merely reproduces a portion of Respondent’s request for Documents “related to any research or design activities that DRP undertook in connection with its PAMA and modernization projects,” without explaining why such a formulation is overbroad. DRP’s failure to complete its PAMA and modernization projects is central to the Treaty Case, and the company must have undertaken research and design activities in</p>	Request denied	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	(Treaty Case)			<p><i>Second</i>, Request No. 45 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Contrary to Peru’s assertions, the extent to which “DRP performed meaningful and timely work on its PAMA and modernization projects” has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US\$ 163 million credit claim, and (iii) interfering with DRP’s restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that “the bulk” of Claimant’s claims falls “outside of the jurisdiction <i>ratione temporis</i> of the Treaty” 	<p>connection with those projects. It is not unreasonable to request Claimant to produce those documents.</p> <p>Additionally, the relevant timeframe for this request is evident: DRP began to redesign its projects immediately upon acquiring the Facility and continued to do so even after the MEM granted the 2006 Extension. Claimant is best situated to ascertain the exact relevant timeframe, but it is clear that responsive documents would have been created during those years (i.e., 1997-2007).</p> <p><u>Second</u>, Claimant incorrectly asserts that the requested documents are not relevant or material to the Treaty Case. Renco neglects to engage with Peru’s assertions regarding the request’s relevance and summarily concludes that</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>and that “this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty’s entry into force on 1 February 2009” (Counter-Mem. (Treaty Case), ¶ 28).</p> <ul style="list-style-type: none"> - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over “the bulk” of Renco’s Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty’s entry into force, while on the other hand ask for documents as it does in Request No. 45 that are related to events and time periods that it alleges are not within the Tribunal’s jurisdiction. <p><i>Third</i>, Request No. 45 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - As explained above, the scope and timeframe of Peru’s Request No. 45 are incredibly broad. 	<p>“the extent to which DRP performed meaningful and timely work on its PAMA and modernization projects has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA.” This argument strains credibility and leads to an absurd result. By Claimant’s logic, if DRP had sat idle and refused to make any progress on its PAMA obligations, that fact would be irrelevant to the Tribunal’s determination of whether DRP deserved an “effective” extension in 2009.</p> <p>Peru has explained at length that DRP’s unjustified delays caused the company to default on its PAMA obligations (Treaty Counter-Memorial, ¶¶ 185, 197-198, 200, 251-252, 586-592). This fact is manifestly relevant to the Tribunal’s determination of whether Peru breached its FET obligations when it</p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>allegedly granted DRP an “ineffective” extension in the face of the company’s default. The fact that DRP’s default on its obligations stemmed from its own misdeeds means that DRP never deserved an extension in the first place, let alone an “effective” extension.</p> <p>Additionally, Claimant argues that the requested documents are not relevant or material to the dispute because Peru has objected to the Tribunal’s jurisdiction <i>ratione temporis</i> to hear Claimant’s pre-2009 claims. Respondent refers the Tribunal to its response to this same objection in connection with Request No. 1.</p> <p><u>Third</u>, Claimant asserts that Respondent’s request is unreasonably burdensome. Claimant bases its objection on the same</p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>arguments that seek to support its assertion that Respondent's request is overbroad. Respondent refers the Tribunal to its response to that assertion, which is set forth above.</p> <p><u>Request for Resolution</u> Respondent requests that Claimant be ordered to disclose the requested documents.</p>	
46.	Documents of DRP, Renco, DRRC, and/or DRCL relating to DRP's monitoring of air quality and main-stack emissions, including (but not limited to) records of (i) stack flow rates, such as process flow diagrams, of all the streams to the main stack and any changes thereto; (ii) concentrations of impurities and sulfur dioxide in process gasses; and (iii) efficiency rates of the	The Facility's main-stack and fugitive emissions, and the relationship between them, are a central issue to Claimants' claims in the Contract Case under Clauses 6.2 and 6.3 of the STA. It is thus crucial that Claimants produce all Documents that would enable the Tribunal and Respondents to fully understand the reported emissions and air quality data. Further, the requested Documents are relevant to the Contract Case and material to its outcome because they would enable Respondents to fully evaluate and determine the composition and quantity of the Facility's main-stack and fugitive emissions over time.	<p>Claimants Renco and DRRC object to Request No. 46 for the following reasons. <i>First</i>, Request No. 46 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed.</p> <ul style="list-style-type: none"> - Respondents Peru and Activos Mineros request all Documents that relate to "DRP's monitoring of air quality and main stack emissions" from several entities. - Moreover, Respondents do not provide a relevant, limiting timeframe for Request No. 45. - Assuming that Request No. 45 seeks Documents from October 1997 (the date on which DRP acquired 99.98% of the 	<p>Disputed Matters Claimants object to this request on the following grounds.</p> <p><u>First</u>, Claimants assert that Respondents' request is overbroad. Moreover, Claimants' assertions regarding Facility emissions and their effect on the La Oroya community constitute the core of Claimants' contractual claims. Claimants and their experts make claims about the Facility's emissions during</p>	Request granted.	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	Main Cottrell over time. (Contract Case)	<p>Information about flow rates is critical to understanding the relationship between main-stack and fugitive emissions, as well as comparing emissions levels over time. Such information certainly exists, given that Dr. Partelpoeg’s 2006 report contains a figure showing main-stack flow rates between 1997 and 2006 (Exhibit C-062, Appendix A, p. 27).</p> <p>Information containing the concentrations of impurities and sulfur dioxide in process gasses is critical to understanding the composition of the main-stack and fugitive emissions.</p> <p>Information related to the efficiency rates of the Main Cottrell over time is critical to understanding the extent to which an important cleaning system (the Main Cottrell) removed lead and other impurities from the process gasses before they were released from the main stack.</p>		<p>outstanding shares of Metaloroya (SoC (Contract Case), ¶ 57) to June 2009, when DRP was forced to shut down the Complex’s operations (SoC (Contract Case), ¶ 192), this means that Request No. 46 spans a period of 12 years.</p> <ul style="list-style-type: none"> - Respondents also fail to state with any kind of specificity what kind of Documents would be responsive to Request No. 46. - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. <p><i>Second</i>, Request No. 46 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - As explained above, the scope and timeframe of Respondents’ Request No. 46 are incredibly broad. - Respondents also fail to state with any specificity what kind of Documents would be responsive to Request No. 46. 	<p>the entirety of DRP’s operations (<i>see, e.g.</i>, Contract Memorial, pp. 44-45), and it is therefore reasonable for Respondents to request documents related to emissions during this same period.</p> <p>Claimants also claim that Respondents “fail to state with any kind of specificity what kind of Documents would be responsive,” but Respondents expressly request “records of (i) stack flow rates, such as process flow diagrams, of all the streams to the main stack and any changes thereto; (ii) concentrations of impurities and sulfur dioxide in process gasses; and (iii) efficiency rates of the Main Cottrell over time.”</p> <p>Further, Claimant’s assertion that the documents would have been created between 13 and 25 years ago cannot be</p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<ul style="list-style-type: none"> - Furthermore, Respondents are requesting a potentially sprawling universe of Documents that were all created between 13 and 25 years ago. <p><i>Third</i>, some of the Documents that are responsive to Request No. 46 are in the possession, custody or control of Respondents.</p> <ul style="list-style-type: none"> - This is because every quarter, DRP sent to the Ministry of Energy and Mines a report monitoring emissions and air quality (“<i>Informe de Monitoreo de Gases y Partículas en Suspensión y Calidad del Aire</i>,” later called “<i>Informe de Monitoreo de Emisiones Gaseosas y Calidad de Aire</i>”), which included information on air quality and main-stack emissions. - It follows that Respondents already received some responsive Documents to Request No. 46 and that, as a result, those Documents are in Respondents’ possession, custody or control. 	<p>a serious objection. It is disingenuous for Claimant to raise this objection, as Claimant itself has made requests for documents that were created as long as 25 years ago. (Claimants’ Document Request No. 38).</p> <p><u>Second</u>, Claimants assert that Respondents’ request is unreasonably burdensome. Claimants base their objection on the same arguments that seek to support their assertion that Respondents’ request is overbroad. Respondents refers the Tribunal to its response to that assertion, which is set forth above.</p> <p><u>Third</u>, Claimants assert that some of the requested Documents (viz. DRP’s quarterly monitoring reports) are within Respondents’ possession. Claimants need not produce any quarterly monitoring reports that DRP sent to the MEM.</p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<u>Request for Resolution</u> Respondents request that Claimants be ordered to disclose the requested documents.	
47.	Documents of DRP, Renco, DRRC, and/or DRCL, including engineering documents and process flow diagrams, related to any changes in the Facility's processes and/or mechanisms that explain the drop in emissions starting in 2000. (Contract Case)	A key element of Claimants' claims under Clauses 6.2 and 6.3 of the STA is the argument that DRP's standards and practices were more protective of the environment than those of Centromín. Fundamental to DRP's argument is allegation that the Facility's main stack emissions dropped precipitously starting in the year 2000 (Contract Memorial, ¶ 91). As pyro-metallurgy expert Wim Dobbelaere has explained, however, Claimants and their experts have provided no evidence of changes in the Facility's processes and/or mechanisms that would explain this drop in emissions (Dobbelaere Expert Report, ¶¶ 242-243). SX-EW, a consultant hired by DRP's bankruptcy administrator, likewise reported that there was no explanation for this sudden reduction in main-stack emissions in 2000 (Exhibit R-150 , p. 10). The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit the Tribunal and Respondents to fully evaluate whether the reduction in main-	Claimants Renco and DRRC object to Request No. 47 for the following reasons. <i>First</i> , Request No. 47 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. <ul style="list-style-type: none"> - Respondents Peru and Activos Mineros request all Documents, from several entities, "related to any changes in the Facility's processes and/or mechanisms that explain the drop in emissions." - Respondents do not provide a relevant, limiting timeframe for Request No. 47. - Assuming that Request No. 47 seeks Documents from 2000 to June 2009 (when DRP was forced to shut down the Complex's operations due to Peru's breaching conduct (SoC (Contract Case), ¶ 192), this means that Request No. 47 spans a period of 9 years. 	Disputed Matters Claimants object to this request on the following grounds. <u>First</u> , Claimants assert that Respondents' request is overbroad. Claimants criticize Respondents for not providing a relevant timeframe, but it is clear from Respondents' comments to their request that the responsive documents would have been created in the years surrounding the unexplained drop in emissions in 2000 (i.e., between 1999 and 2001). Respondents' request is also not "vaguely and broadly crafted." Respondents provide examples of Documents	Request granted, limited to documents between 1999 and 2001.	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		stack emissions was genuine, or whether it was due to reporting errors, data manipulation, or process changes that shifted emissions from the main-stack to fugitive emissions.		<ul style="list-style-type: none"> - Moreover, Respondents fail to state with any kind of specificity what kind of Documents would be responsive to Request No. 47 (aside from two vague examples of potentially responsive categories of Documents). - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. <p><i>Second</i>, Request No. 47 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - As explained above, the scope and timeframe of Respondents' Request No. 47 are incredibly broad. - Respondents also fail to state with any specificity what kind of Documents would be responsive to Request No. 47. - Furthermore, Respondents are requesting a potentially sprawling universe of Documents that were all created at least 22 years ago. 	<p>that could be responsive to their request. The request is also inclusive of other Documents, given that Respondents, unlike Claimants, are not privy to the precise types of documents DRP created in connection with the process changes it implemented to the Facility.</p> <p>The inclusive nature of Respondents' request is proportionate to the relevance and materiality (which is not contested) of the Documents that would be responsive. Claimants' case is built on the premise that the drop in recorded main-stack emissions supposedly demonstrates that DRP's standards and practices were not "less protective" of the environment than those of Centromín. Nonetheless, multiple independent experts have called into question the legitimacy of that drop, and Claimants have provided no evidence</p>	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p>that DRP introduced any process changes that would have accounted for it. It is thus essential that the Tribunal have a full picture of the process changes that DRP implemented in the period surrounding the purported drop in main-stack emissions.</p> <p><u>Request for Resolution</u> Respondents request that Claimants be ordered to disclose the requested documents.</p>	
48.	<p>The five appendices included in Integral Consulting's 2005 report prepared for DRP (Exhibit C-064), namely: (i) Appendix A (DRP air monitoring data); (ii) Appendix B (Integral EPC data); (iii) Appendix C (IIN diet study report); (iv) Appendix D (McVehil-Monnett air modeling; including input and output files and</p>	<p>Claimants present a toxicology expert report by Dr. Schoof to support their Contract claims. Dr. Schoof, bases her expert report on the 2005 and 2008 Human Health Risk Assessments that she conducted for DRP (Schoof Expert Report, p. 1). The 2005 Human Health Risk Assessment bases important conclusions on the data presented in its five appendices.</p> <p>The requested Documents are relevant to the Contract Case and material to its outcome because they would allow the Tribunal and Respondents to (i) verify the</p>	<p>Claimants agree to produce the requested Documents.</p>	<p>Respondents do not request a decision from the Tribunal on this request because Claimants have agreed to produce the requested Documents.</p>	<p>No decision required</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	meteorological and terrain data in electronic form and emissions inventory); and (v) Appendix E (blood lead data evaluation). Please provide all Documents in their native form. (Contract Case)	conclusions made in Integral’s 2005 report, and thereby (ii) evaluate the conclusions made in Dr. Schoof’s expert report that are based on Integral’s 2005 report.				
49.	All Documents cited in Integral Consulting’s 2005 and 2008 reports (Exhibit C-064 , pp. 139 et seq. and Exhibit C-062 , pp. 8-1 et seq. respectively). (Contract Case)	As noted above, Claimants’ toxicology expert, Dr. Schoof, bases her expert report on the 2005 and 2008 Human Health Risk Assessments that she conducted for DRP (Schoof Expert Report, p. 1). The requested Documents are relevant to the Contract Case and material to its outcome because they would allow the Tribunal and Respondents to (i) verify the conclusions made in Integral’s 2005 and 2008 reports, and thereby (ii) evaluate the conclusions made in Dr. Schoof’s expert report that are based on Integral’s 2005 and 2008 reports.	Claimants Renco and DRRC object to Request No. 49 because the Documents that are responsive to Request No. 49 are readily accessible to Respondents Peru and Activos Mineros. <ul style="list-style-type: none"> - Pages 139 <i>et seq.</i> of Exhibit C-64 and pages 8-1 of Exhibit C-62 list hundreds of sources that are publicly available. - By including Request No. 49 in its Redfern Schedule for Document Requests, Respondents are effectively requesting Claimants to retrieve sources from the public domain and produce them to Respondents, instead of simply doing it themselves. - Claimants should not have to bear this burden in circumstances where the requested Documents are 	Disputed Matters Claimants object to this request on the following grounds. <u>First</u> , Claimants incorrectly assert that the requested Documents are “readily accessible to Respondents.” This assertion is wrong for two reasons. (a) Claimants state that all requested Documents are publicly available but neglect to mention that several of the documents cited in Integral Consulting’s reports are not publicly available. For example, (i) Gonzales Paredes, L.A. 2008.	Request granted, limited to documents which are not publicly available	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				<p>equally accessible to Respondents.</p> <p>Where requested Documents are “equally and effectively available to both parties,” such as here, the tribunal in <i>ADF Group Inc. v. United States</i> held that “there would be no necessity for requiring the other party physically to produce and deliver the documents to the former for inspection and copying” (CDP-2, Procedural Order No. 3, ¶ 4).</p> <p>Khodykin & Mulcahy’s “Guide to the IBA Rules on the Taking of Evidence in International Arbitration” agrees. (CDP-3, ¶ 6.152 (“[a]s a general principle, documents in the public domain should be treated as documents to which the requesting party has available access and those documents should not therefore be the subject of a document production request”).</p>	<p>Personal communication (email to Erica Lorenzen, Integral Consulting Inc., Mercer Island, WA, on July 18, 2008, regarding calibration of air monitoring instruments). Doe Run Peru, La Oroya, Peru (Exhibit C-62, p. 8-6); (ii) DRP 2001b. Report to our communities in La Oroya Province of Yauli, Junin, Peru, K.R. Buckley, Ed. Doe Run Peru, La Oroya Division, La Oroya, Peru (Exhibit C-62, p. 8-5); (iii) IIN. 2005. Evaluación de consume de plomo, calcio, hierro, y zinc en alimentos por madres y niños en La Oroya Antigua. Informe Final. Instituto de Investigación Nutricional. Completed by Dr. Hilary Creed-Kanashiro, Reyna Liria, and Danial Lopez for Doe Run Peru, Contract No. CDRP-229-05 (Exhibit C-62, p. 8-8); (iv) McVehil, G. 2008a. Personal Communication (email to Erica Lorenzen,</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					Integral Consulting Inc., Mercer Island, WA, dated July 24, 2008, regarding sulfur dioxide monitors) McVehil-Monnet Associates, Inc., Englewood, CO (Exhibit C-62 , p. 8-9); (v) McVehil, G. 2008a. Personal Communication (email to Rosalind Schoof, Integral Consulting Inc., Mercer Island, WA, dated July 07, 2008, regarding air model output for risk assessment) McVehil-Monnet Associates, Inc., Englewood, CO (Exhibit C-62 , p. 8-9); (vi) the three McVehil-Monnet air modeling reports cited in Exhibit C-62 , p. 8-9; (vii) two sources authored by Dr. Schoof cited in Exhibit C-62 , p. 8-13; (viii) Cornejo, A., and P. Gottesfeld. 2004. Interior dust lead levels in La Oroya, Peru. Asociación Civil Labor, Lima, Peru; Occupational Knowledge International, San Francisco, USA;	

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					<p>CooperAcción, Lima Peru (Exhibit C-64, p. 142); (ix) DRP. 2002b. Report to our communities in La Oroya, Province of Yanli, Junin-Peru. Doe Run Peru, La Oroya Division. 1998-2002 (Exhibit C-64, p. 143); (Exhibit C-64, p. 142).. Claimants have not identified which documents would be publicly available.</p> <p>(b) Even the documents that are publicly available would not be “equally and effectively available to both parties.” The documents would be readily available in DRP and Dr. Schoof’s records because Dr. Schoof prepared Integral Consulting’s 2005 and 2008 reports. It therefore would be more efficient for Claimants to produce the documents than for Respondents to locate documents that entered the public domain over sixteen years ago.</p>	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<p><u>Request for Resolution</u> Respondents request that Claimants be ordered to disclose the requested documents.</p>	
50.	<p>Documents that led to the Human Health Risk Assessments being performed in 2005 and 2008, including (but not limited to) the Request for Proposals that preceded the Human Health Risk Assessments, Integral Consulting's proposals to perform the Human Health Risk Assessments, and DRP's instructions to Integral Consulting regarding the performance of the same.</p> <p>(Contract Case)</p>	<p>As noted above, Claimants' toxicology expert, Dr. Schoof, bases her expert report on the 2005 and 2008 Human Health Risk Assessments that she conducted for DRP (Schoof Expert Report, p. 1).</p> <p>The requested Documents are relevant to the Contract Case and material to its outcome because they would allow the Tribunal and Respondents to fully evaluate and determine the context and evolution of Integral Consulting's reports, as well as the instructions under which the reports were prepared.</p>	<p>Subject to the general objections noted above, Claimants Renco and DRRC will conduct a reasonable search for documents responsive to Request No. 50 and produce such non-privileged documents found in its possession, custody, or control.</p>	<p><u>Request for Resolution</u> Respondents request that Claimants be ordered to disclose the requested documents, notwithstanding their vague and unarticulated reference to a general objection.</p>	No decision required	
51.	<p>Documents of DRP, Renco, DRRC, and/or DRCL relating to Dr.</p>	<p>Based on disclosures made to date, Dr. Schoof's known relationship with Claimants dates back to 2005, when she</p>	<p>Claimants Renco and DRRC object to Request No. 51 for the following reasons.</p>	<p>Disputed Matters</p>	<p>Request granted, limited to any reports or studies authored by Dr. Schoof, any</p>	

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	<p>Schoof’s professional history and engagement with Renco and its related entities.</p> <p>(Contract Case)</p>	<p>led the team from Integral Consulting in its evaluation of the Facility’s health effects on the residents of La Oroya.</p> <p>The requested Documents are relevant to the Contract Case and material to its outcome because they would allow the Tribunal and Respondents to fully evaluate the extent of Dr. Schoof’s relationship with Claimants and the degree to which that relationship may affect her independence and impartiality.</p>	<p><i>First</i>, Request No. 51 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed.</p> <ul style="list-style-type: none"> - Respondents Peru and Activos Mineros request all Documents from several entities “relating to Dr. Schoof’s professional history and engagement with Renco and its related entities.” - Respondents also fail to specify a relevant, limiting timeframe for the broad category of documents that they are requesting. - Furthermore, Respondents fail to state with any kind of specificity what kind of Documents would be responsive to Request No. 51. - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. <p><i>Second</i>, Request No. 51 is neither relevant to the Contract Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.</p> <ul style="list-style-type: none"> - Contrary to Peru’s assertions, the “extent of Dr. Schoof’s relationship with Claimants and 	<p>Claimants object to this request on the following grounds.</p> <p><u>First</u>, Claimants assert that Respondents’ request is overbroad. Claimants criticize Respondents for not specifying a relevant timeframe, but Claimants are the party best situated to ascertain when Renco and its affiliates began their professional relationship with Dr. Schoof.</p> <p>Claimants likewise criticize Respondents for not stating the specific kinds of Documents that would be responsive. It is evident, however, that responsive documents would include any reports or studies authored by Dr. Schoof, any proposals she has submitted to Renco affiliates, and any other Documents evidencing a professional relationship between Dr. Schoof and Renco.</p>	<p>proposals she has submitted to Renco affiliates, and any other documents evidencing a professional relationship between Dr. Schoof and Renco.</p>	

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				<p>the degree to which that relationship may affect her independence and impartiality” have no bearing on the Contract Case.</p> <ul style="list-style-type: none"> - At its core, the Contract Case is about Peru’s and Activos Mineros’ failure to comply with their contractual obligations under the STA and Guaranty Agreement with respect to the Missouri Litigations. <p><i>Third</i>, Request No. 51 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.</p> <ul style="list-style-type: none"> - As explained above, the scope and timeframe of Respondents’ Request No. 51 are incredibly broad. - Respondents also fail to state with any specificity what kind of Documents would be responsive to Request No. 51. - Furthermore, the absence of a relevant, limiting timeframe means that Respondents are requesting a potentially sprawling universe of Documents. 	<p><u>Second</u>, Claimants incorrectly assert that the requested documents are not relevant or material to the Treaty Case. Claimants summarily conclude that “the extent of Dr. Schoof’s relationship with Claimants and the degree to which that relationship may affect her independence and impartiality have no bearing on the Contract Case.” Even Claimants, however, admit that there exists “a sprawling universe of Documents” that potentially evidence a longstanding relationship between themselves and Dr. Schoof. Claimants’ claims in the Contract Case rely on Dr. Schoof’s expert opinion. If Dr. Schoof’s opinion is not independent and impartial, then Claimants cannot rely on that opinion to support their claims.</p> <p><u>Third</u>, Claimants assert that Respondents request is</p>	

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					<p>unreasonably burdensome. Claimants base their objection on the same arguments that seek to support their assertion that Respondents' request is overbroad. Respondents refer the Tribunal to their response to that assertion, which is set forth above.</p> <p><u>Request for Resolution</u> Respondents request that Claimants be ordered to disclose the requested documents.</p>	
52.	<p>Documents containing photos from Integral Consulting's 2005 and 2008 visits to Peru. (Contract Case)</p>	<p>Dr. Schoof's expert report contains several photos that she took while visiting La Oroya in connection with the 2005 and 2008 Integral Human Health Risk Assessments (Schoof Report, pp. 14-16, 18-232, 25-26). The photos supposedly evidence conditions that may increase residents' exposure to historical lead emissions (e.g., adobe homes built using mud with historical lead deposits; children playing in exposed hillsides).</p> <p>The requested Documents are relevant to the Contract Case and material to its outcome because they would allow the Tribunal and Respondents to ascertain</p>	<p>Claimants agree to produce the requested Documents.</p>	<p>Request for Resolution Respondents do not seek resolution from the Tribunal on this request because Renco has agreed to produce responsive documents. However, Respondents invoke their Responses to Claimants' general objections to the extent that Claimants invoke them in an attempt to not produce documents as agreed.</p>	<p>No decision required</p>	

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		whether the photos included in Dr. Schoof's report are representative and accurate.				
53.	Documents containing original and/or individual-level blood lead data from the sources cited in Exhibit B of Dr. Schoof's expert report (Summary of Blood Lead Levels for Children in the Region of La Oroya 2009-2019). Please provide the Documents in their native form. (Contract Case)	<p>Exhibit B of Dr. Schoof's expert report cites several studies of blood lead levels in La Oroya. Dr. Schoof does not provide the raw data contained in these studies, but instead provides her own calculations based thereon.</p> <p>The requested Documents are relevant to the Contract Case and material to its outcome because they would allow the Tribunal and Respondents to verify the calculations presented by Dr. Schoof based on the data in the referenced studies.</p> <p>Rule 5.2(e) of the IBA Rules on the Taking of Evidence in International Arbitration provides that "documents on which the Party-Appointed Expert relies that have not already been submitted shall be provided."</p>	<p>Claimants Renco and DRRC do not have in their possession, custody, or control Documents containing "individual-level blood lead data from the sources cited in Exhibit B of Dr. Schoof's expert report."</p> <p>In addition, Claimants do not understand what Respondents mean by Documents containing "original ... blood lead data..."</p> <p>However, to the extent Respondents are requesting the sources cited in Exhibit B of Dr. Schoof's expert report, Claimants agree to produce those Documents.</p>	<p>Claimants do not object to Respondents' request, but instead state that they "do not understand" Respondents' request. Respondents request Documents containing original blood lead level data because, as explained, Dr. Schoof presents calculations based on data that she has not submitted into the record. Respondents request the data upon which Dr. Schoof bases her calculations.</p> <p><u>Request for Resolution</u></p> <p>Respondents request that Claimants be ordered to disclose the requested documents.</p>	The Tribunal takes note of the Claimants' agreement to produce the sources cited in Exhibit B of Dr. Schoof's expert report. Request otherwise denied	
54.	The complete Exhibit JAC-041 , including all	Exhibit JAC-041 is a report that contains ten sections. The document provided by		Claimants agree to produce the requested Document.	Respondents do not request a decision from the	No decision required.

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	ten sections of the document. (Contract Case)	Claimants, however, contains only the first seven sections of the report. Rule 5.2(e) of the IBA Rules on the Taking of Evidence in International Arbitration provides that “documents on which the Party-Appointed Expert relies that have not already been submitted shall be provided.”			Tribunal on this request because Claimants have agreed to produce the requested Documents.	