



**IN THE MATTER OF AN ARBITRATION BEFORE A TRIBUNAL CONSTITUTED IN
ACCORDANCE WITH**

**THE AGREEMENT BETWEEN THE GOVERNMENT OF THE RUSSIAN FEDERATION AND
THE CABINET OF MINISTERS OF UKRAINE ON THE ENCOURAGEMENT AND MUTUAL
PROTECTION OF INVESTMENTS DATED NOVEMBER 27, 1998 (UKRAINE-RUSSIA BIT)**

- and -

**THE ARBITRATION RULES OF THE UNITED NATIONS COMMISSION ON
INTERNATIONAL TRADE LAW, 1976**

PCA CASE NO. 2015-07

- between -

**(1) AEROPORT BELBEK LLC
(2) MR. IGOR VALERIEVICH KOLOMOISKY**

The Claimants

- and -

THE RUSSIAN FEDERATION

The Respondent

**PROCEDURAL ORDER NO. 5
(CONFIDENTIALITY ORDER)**

The Arbitral Tribunal

Professor Pierre-Marie Dupuy (Presiding Arbitrator)
Sir Daniel Bethlehem QC
Dr. Václav Mikulka

Registry

Permanent Court of Arbitration

May 13, 2016

Having consulted the Parties and determined that the following terms are appropriate for the circumstances of this case, the Tribunal hereby issues the following Order:

1. Confidentiality

1.1. For purposes of this Confidentiality Order:

“Confidential information” means any information designated by a Party or the Arbitral Tribunal as confidential, on any of the following grounds:

- i. business confidentiality;
- ii. personal information (*i.e.*, information about an identifiable individual to be protected from disclosure on grounds of personal privacy); and
- iii. information that is deemed to be financial, commercial, scientific or technical information supplied by third parties that has been treated as confidential information by those third parties.

1.2. The Parties, the Tribunal, the PCA, and their agents or representatives, shall keep confidential and not disclose to any non-Party any confidential information provided in this arbitration.

1.3. To the extent that any documents produced in this arbitration are designated confidential, the Party producing the document shall label the cover page of the submission “Subject to Confidentiality Order,” and shall label the top of each page of the document that contains such information “Confidential.” If only specific passages of a document are confidential, such passages shall be separated from the main body of the document and similarly marked, and the document from which the passages are taken shall be marked “Confidential Portions Redacted and Produced Separately.” Any document marked “Subject to Confidentiality Order” shall be made available only to members of the Tribunal, staff of the PCA working with the Tribunal, and counsel to the Parties.

1.4. In order to designate information as confidential information in a transcript, order, or award, a Party must, within five (5) days from its receipt of the transcript, order, or award, notify the other Party, the Tribunal, and the PCA of its intention to do so, and within ten (10) days, provide the other Party, the Tribunal, and the PCA with an electronic copy of the transcript, order, or award, with the information that it contends is confidential appropriately identified and redacted. The 10-day period may be extended by the Tribunal, if necessary.

1.5. Materials already exchanged by the Parties before the execution of this Confidentiality Order may be designated as confidential by notifying the other Party, the Tribunal, and the PCA of such designation within thirty (30) days of the execution of this Order. Any redacted version of such materials shall also be provided to the other Party, the Tribunal, and the PCA at that time.

1.6. Where a Party does not agree that information designated as confidential by the other Party is properly designated as confidential under the terms of this Confidentiality Order, it shall submit the issue to the Tribunal for resolution. In the case of a dispute concerning the appropriateness of a designation of information as confidential, the information in question shall not be publicly disclosed until the dispute is resolved by the Tribunal.

1.7. If a Party or an arbitrator wishes to show a document marked “Subject to Confidentiality Order” to a non-Party – including a fact or expert witness, stenographer, translator, or any other person or entity – the Party or arbitrator shall first secure the non-Party’s advance

agreement to be bound by and respect this Confidentiality Order. Notwithstanding the foregoing, a Party may disclose confidential information to the extent necessary to: (1) prosecute or defend the arbitration or proceedings related to it (including enforcement proceedings), or to pursue a legal right; (2) respond to a compulsory order or request for information of a government or regulatory body; or (3) make a disclosure required by law; provided that in case of any disclosure allowed under the foregoing circumstances, the producing Party takes reasonable measures to notify the owner of the confidential information and to ask the recipient to preserve the confidentiality of the information provided.

- 1.8. No Party shall file any material containing confidential information covered by the terms of this Confidentiality Order in any Court without first bringing this Confidentiality Order to the attention of the Court, and seeking directions concerning the filing of such material in a manner that protects its confidentiality.
- 1.9. Filing or service of confidential information, as set forth in this Confidentiality Order, does not constitute a waiver of the designation of the information as confidential.
- 1.10. This Confidentiality Order shall be effective and binding upon the Parties upon the signature of the Order by the Tribunal.
- 1.11. The obligations created by this Confidentiality Order shall survive the termination of these proceedings.
- 1.12. A Party may apply for an amendment to, or a derogation from, this Confidentiality Order if compelling circumstances so require.
- 1.13. This Confidentiality Order may be enforced by the Tribunal or any court of competent jurisdiction, and an application to a Court to enforce this Order shall not waive or in any way derogate from the agreement to arbitrate.

Date: May 13, 2016

Place of Arbitration: The Hague, the Netherlands



On behalf of the Tribunal
Professor Pierre-Marie Dupuy
Presiding Arbitrator