

**IN THE MATTER OF AN ARBITRATION
BEFORE A TRIBUNAL CONSTITUTED IN ACCORDANCE WITH
THE ARBITRATION RULES OF THE UNITED NATIONS COMMISSION ON
INTERNATIONAL TRADE LAW 1976
(the “UNCITRAL Rules”)**

AND

**THE AGREEMENT BETWEEN THE GOVERNMENT OF CANADA AND THE
GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS FOR THE
PROMOTION AND RECIPROCAL PROTECTION OF INVESTMENTS
(the “BIT”)**

- between -

**VOLGA-DNEPR AIRLINES LLC (THE RUSSIAN FEDERATION)
(the “Claimant”)**

- and -

**CANADA
(the “Respondent”, and together with the Claimant, the “disputing parties”)**

PROCEDURAL ORDER NO. 2

(CONFIDENTIALITY and TRANSPARENCY ORDER)

The Arbitral Tribunal

Professor Lawrence G S Boo (Presiding Arbitrator)
Professor Georges Affaki
Ms Jean E. Kalicki

26 June 2025

CONSIDERING:

- (A) The Tribunal's invitation to the disputing parties during the Procedural Conference held on 7 March 2025, to provide a draft of a procedural order to address confidentiality and transparency concerns; and
- (B) The disputing parties having exchanged views and having submitted their respective views for the Tribunal's consideration.

The Tribunal hereby ORDERS and DIRECTS as follows:

1. Procedural Background

- 1.1. The present Arbitration has been initiated by Volga-Dnepr Airlines LLC on 23 August 2024 against the Government of Canada in accordance with the Agreement Between the Government of Canada and the Government of the Union of Soviet Socialist Republics for the Promotion and Reciprocal Protection of Investments (the '**BIT**') dated 20 November 1989 under the Arbitration Rules of the United Nations Commission on International Trade Law, as adopted in Resolution 31/98 of the United Nations General Assembly on 15 December 1976 (the '**UNCITRAL Rules**').
- 1.2. Following careful consideration of the views as expressed by the disputing parties, the Tribunal has reached the following decisions.

2. Applicable Rules

- 2.1. This Arbitration shall be subject to the following rules concerning confidentiality and disclosure for public access of documents and information exchanged in the course of the present proceedings.
- 2.2. On 3 April 2025, the Tribunal designated the PCA as the fundholder in the arbitration and for the purposes of this Order, now designates the PCA as the repository charged with the function of managing and publishing Orders, Decisions and Awards and such other documents that the Tribunal may so order (upon application).

3. Definitions

- 3.1. For the purposes of this Order -

"Business Confidential Information" includes:

- i. trade secrets;
- ii. financial, commercial, scientific or technical information that is treated consistently in a confidential manner by the disputing party, provincial, territorial or municipal government or third party to which it relates, including pricing and costing information, marketing and strategic planning documents, market share data, or detailed accounting or financial records not otherwise disclosed in the public domain;
- iii. information the disclosure of which could result in material financial loss or gain to the disputing party, provincial, territorial or municipal government or third party to which it relates;

- iv. information the disclosure of which could interfere with contractual or other negotiations of the disputing party, provincial, territorial or municipal government or third party to which it relates; or
- v. other communications treated as confidential in furtherance of settlement between the disputing parties.

“Confidential Information” means information that is not publicly available and is designated by a disputing party as confidential on the grounds that it is:

- i. Business Confidential Information of a disputing party or of a provincial, territorial or municipal government;
- ii. Business Confidential Information relating to a third party;
- iii. information otherwise protected from disclosure under the applicable domestic law of the State party including, but not limited to, and as amended, Canada’s *Access to Information Act*, the *Canada Evidence Act*, and Canada’s *Privacy Act*; or
- iv. 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.
- v. Information the disclosure of which would impede law enforcement.

“Restricted Access Information” means Confidential Information that is designated by a disputing party as restricted access on the grounds that:

- i. the disclosure of this information to the other disputing party could result in a serious material gain or loss which could potentially prejudice the competitive position of the disputing party, provincial, territorial or municipal government or third party to whom that information relates; or
- ii. the information is highly sensitive Business Confidential Information that belongs or relates to a disputing party, provincial, territorial or municipal government or third party.

“Written Submission” includes a brief, memorial, witness statement, exhibit, or expert report.

4. Orders, Decisions, Awards

- 4.1. Procedural Orders, Decisions and awards issued by the Tribunal shall be made public, except as otherwise determined by the Tribunal following a reasoned application, and in all cases subject to the redaction process outlined in Section 11 of this Order.
- 4.2. The time limit to request redactions, if any, of information contained in any written submissions filed before the Tribunal to date shall run from the issuance of the present Order.

5. Written Submissions

- 5.1. If the Parties so agree, the Parties’ written submissions shall be made public, except as otherwise determined by the Tribunal following a reasoned application, and in all cases subject to the redaction process outlined in Section 11 of this Order.

- 5.2. A disputing party may designate information as Restricted Access Information at the time of filing the written submission. If the receiving party objects, it may submit the matter to the Tribunal for resolution.

6. Supporting Documents

- 6.1. Supporting documents, including factual exhibits, witness statements and expert reports (including annexes, appendices, or exhibits thereto), slideshows or other demonstratives presented at any hearing shall not be made public unless the Tribunal otherwise directs.

7. Hearings, Transcripts and Recordings

- 7.1. If the Parties so agree, hearings may be open to the public, subject to *in camera* sessions, via online webcast or similar technology. Where Confidential or Restricted Access Information is used or discussed at any hearing, the Tribunal shall restrict access to that portion of the hearing only to: (a) authorized persons in accordance with the terms of this Order; and (b) originators of the Confidential or Restricted Access Information.

- 7.2. Transcripts and recordings of hearings, including procedural conferences shall not be made public.

8. Correspondence

- 8.1. Subject to the terms of this Order, correspondence between the disputing parties, and between the disputing parties and the Tribunal shall not be made public.

9. Other documents and information

- 9.1. All other information and documents not listed in paras. 4-8 above shall be deemed confidential. The disputing parties may additionally apply to the Tribunal for leave to publish such information or documents.

10. Treatment of Confidential Information and Restricted Access Information

- 10.1. Confidential Information may be used only in these proceedings and may be disclosed only for such purposes to and among:

10.1.1. Members of the Tribunal and their assistants, if any;

10.1.2. officials of the Repository Institution;

10.1.3. counsel to a disputing party and their support staff;

10.1.4. officials or employees of the disputing parties;

10.1.5. independent experts or consultants retained or consulted by the disputing parties;

10.1.6. witnesses, who in good faith are reasonably expected by a disputing party to offer evidence in these proceedings but only to the extent material to their expected testimony; or

10.1.7. court reporters and other hearing support staff.

- 10.2. Restricted Access Information may be used only in these proceedings and may be disclosed only for such purposes to and among:

- 10.2.1. Members of the Tribunal and their assistants, if any;
 - 10.2.2. Officials of the repository institution;
 - 10.2.3. counsel to a disputing party and their support staff; excluding counsel to the Claimant who are also officials or employees of the Claimant;
 - 10.2.4. independent experts or consultants retained or consulted by the disputing parties; and
 - 10.2.5. court reports and other hearing support staff.
- 10.3. All persons receiving Confidential Information or Restricted Access Information shall be bound by this Order. Each disputing party shall have the obligation of notifying all persons receiving Confidential Information or Restricted Access Information of the obligations under this Order and to ensure that such persons execute a Confidentiality Undertaking in the form attached as Appendix A, or a Restricted Access Information Confidentiality Undertaking in the form attached as Appendix B, as appropriate, prior to gaining access to any such information. Each disputing party shall maintain copies of Confidentiality or Restricted Access Undertakings under Appendix A and B and shall make such copies available to the other disputing party on request.
- 10.4. No disputing party shall file any confidential material covered by the terms of this Order in any Court without first bringing this Order to the attention of the Court and seeking direction concerning the filing of such material that protects its confidentiality. Unless prohibited by a mandatory rule, a disputing party shall notify the other disputing party and any affected parties prior to requesting such direction from the Court.
- 10.5. Inadvertent or improper disclosure of Confidential Information, as set forth in the present Order, does not constitute a waiver of the designation of the information as confidential.

11. Redaction of Confidential and Restricted Access Information

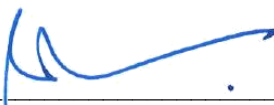
- 11.1. Publication of any information pursuant to this Order shall be subject to the redaction of Confidential or Restricted Access Information.
- 11.2. With the exception of Restricted Access Information, each disputing party shall have 30 days from the issuance by the Tribunal of an order, decision, or award to propose to the other disputing party its redactions for Confidential Information.
- 11.3. A disputing party shall have 14 days from the date of receiving the other disputing party's proposed redactions to object to those proposed redactions using the schedule attached as **Annex A**.
- 11.4. Within 14 days, the disputing party shall file its responses to the objecting disputing party's objections. The disputing parties shall attempt to reach an agreement on the objected redactions. In the event no such agreement is reached within 14 days, the disputing parties shall submit the schedule to the Tribunal for resolution.
- 11.5. An order made pursuant to a request for publication of parties' written submissions shall include directions for the redaction of such parts of the submissions as the Tribunal deems appropriate.
- 11.6. The Parties agree that the Tribunal shall not become *functus officio* until it has decided on any redactions in the final award or in any interpretation, correction, or additional award issued pursuant to Articles 35, 36, or 37 of the UNCITRAL Arbitration Rules.

12. General Provisions

- 12.1. The time periods set out in this Order may be amended by agreement out of the disputing parties, or by order of the Tribunal after hearing the disputing parties and taking into account all relevant circumstances.
- 12.2. In the event document production occurs in these proceedings, further guidance will be given after consultation with the disputing parties.
- 12.3. Notwithstanding any other provision in this Order, the disputing parties may make such disclosure of documents of information as is required by law.
- 12.4. The obligations created by this Order shall survive the termination of these proceedings.

Place of Arbitration: Singapore

Date: 26 June 2025



Lawrence G S Boo
(Presiding Arbitrator)
On behalf of the Tribunal

APPENDIX A

CONFIDENTIALITY UNDERTAKING

TO: The Government of Canada (and its legal counsel) and Volga-Dnepr Airlines LLC (and its legal counsel).

FROM: _____

1. IN CONSIDERATION of being provided with materials in connection with the arbitration between Volga-Dnepr Airlines LLC and the Government of Canada, over which claims for confidentiality have been advanced ("Confidential Information"), I hereby agree to maintain the confidentiality of such material. It shall not be copied or disclosed to any other person who has not signed a Confidentiality Undertaking nor shall the material so obtained be used by me for any purposes other than in connection with this proceeding.
2. I acknowledge that I am aware of the Procedural Order No 2 that has been agreed to by the disputing parties, a copy of which is attached to this Undertaking, and agree to be bound by it.
3. I will promptly return or otherwise destroy any Confidential Information received by me to the disputing party that provided me with such materials or the information recorded in those materials, at the conclusion of my involvement in these proceedings.
4. I acknowledge and agree that either of the disputing parties to this arbitration is entitled to relief to restrain breaches of this Procedural Order, to enforce the terms and provisions hereof in addition to any other remedy to which any disputing party to this arbitration may be entitled at law or in equity.
5. I agree to submit to the jurisdiction of the courts:
 - a. For residents of Canada, in the Province of Ontario; or
 - b. For residents of Russia, in Singapore; or
 - c. For residents of another jurisdiction, at their choice:
 - In the Province of Ontario ☐
 - In Singapore ☐

[Please check one box]

SIGNED, SEALED AND DELIVERED before a witness this ____ day of _____,
20____.

(Print Name)

(Print Witness Name)

(Signature)

(Witness Signature)]

APPENDIX B

RESTRICTED ACCESS INFORMATION CONFIDENTIALITY UNDERTAKING

TO: The Government of Canada (and its legal counsel) and Volga-Dnepr Airlines LLC (and its legal counsel).

FROM: _____

1. IN CONSIDERATION of being provided with materials in connection with the arbitration between Volga-Dnepr Airlines LLC and the Government of Canada, over which claims for confidentiality have been advanced (“Confidential Information”) and for which access has been restricted (“Restricted Access Information”), I hereby agree to maintain the confidentiality of such material. It shall not be copied or disclosed to any other person who has not signed a Restricted Access Information Confidentiality Undertaking nor shall the material so obtained be used by me for any purposes other than in connection with this proceeding.
2. I acknowledge that I am aware of the Confidentiality Order that has been agreed to by the disputing parties, a copy of which is attached to this Undertaking, and agree to be bound by it.
3. I will promptly return or otherwise destroy any Restricted Access Information and Confidential Information received by me to the disputing party that provided me with such materials or the information recorded in those materials, at the conclusion of my involvement in these proceedings.
4. I acknowledge and agree that either of the disputing parties to this arbitration is entitled to relief to restrain breaches of this Procedural Order, to enforce the terms and provisions hereof in addition to any other remedy to which any disputing party to this arbitration may be entitled at law or in equity.
5. I agree to submit to the jurisdiction of the courts:
 - d. For residents of Canada, in the Province of Ontario; or
 - e. For residents of Russia, in Singapore; or
 - f. For residents of another jurisdiction, at their choice:
 - In the Province of Ontario ☐
 - In Singapore ☐

[Please check one box]

SIGNED, SEALED AND DELIVERED before a witness this ____ day of _____,
20____.

(Print Name)

(Print Witness Name)

(Signature)

(Witness Signature)]

Annex A: Disputed Designations Schedule

No.	Ref. to Designation	Objections to Designation		Reply to Objections	Tribunal’s Decision
		Reasons	Designation Requested		
CHALLENGES TO [CLAIMANTS’/RESPONDENTS’] CONFIDENTIALITY DESIGNATIONS IN [MEMORIAL XX]					
1.					