

Name: _____

First name: _____

Fathers's first name: _____

ID number: _____

INSTRUCTIONS

Exam Duration: The duration of the examination is 1 hour and 45 minutes from the moment the test papers are distributed.

Each question has four answer options (a, b, c, d), of which only one is correct.

The correct answer must be marked by clearly circling the corresponding letter directly on the examination sheet.

Erasures, corrections, marks, or any other alterations that could create ambiguity are not permitted. An answer that presents such alterations will be voided and awarded zero points. Likewise, questions with more than one answer circled, or no answer circled, will be awarded zero points.

Each correct answer is awarded 1 point.

Incorrect answers or blank answers are not penalized.

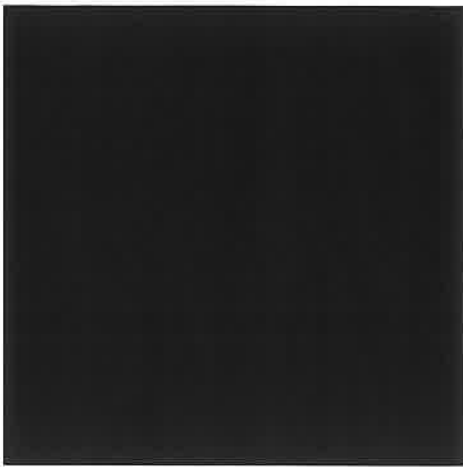
Any attempt to cheat will result in the candidate's immediate disqualification from the examination.

QUESTIONS

1. Under the UNCITRAL Model Law on International Commercial Arbitration, which of the following provisions applies even where the place of arbitration is situated outside the territory of the State that has adopted the Model Law?

- A. The provisions on the setting aside of an arbitral award by the competent court.
- B. The provisions on the appointment of arbitrators by the competent court or other authority.
- C. The provisions on the correction and interpretation of the award and on the additional award.
- D. The provisions on the recognition and enforcement of arbitral awards.





2. Under the UNCITRAL Model Law on International Commercial Arbitration, which of the following statements concerning the arbitration agreement is correct?

- A. It is not incompatible with an arbitration agreement for a party to request, before or during arbitral proceedings, from a court an interim measure of protection and for a court to grant such measure.
- B. An arbitration agreement may only cover disputes which have already arisen between the parties at the time of its conclusion.
- C. An arbitration agreement may only cover disputes arising out of a contractual relationship between the parties.
- D. An arbitration agreement must necessarily take the form of an arbitration clause in the main contract and cannot be concluded in the form of a separate agreement.

3. Under the UNCITRAL Model Law on International Commercial Arbitration, which of the following statements concerning the composition of the arbitral tribunal is correct?

- A. A person who has the nationality of one of the parties is precluded from acting as an arbitrator, unless the parties have agreed otherwise.
- B. In an arbitration with three arbitrators, failing an appointment procedure agreed upon by the parties, if a party fails to appoint its arbitrator within thirty days of receipt of a request to do so from the other party, the other party is entitled to appoint that arbitrator in its place.
- C. Failing a determination by the parties of the number of arbitrators, the number of arbitrators shall be three.
- D. Where the mandate of an arbitrator terminates, the substitute arbitrator shall in all cases be appointed by the competent court or other authority.

4. Under the UNCITRAL Model Law on International Commercial Arbitration, which of the following statements concerning interim measures and preliminary orders is correct?

- A. A preliminary order issued by the arbitral tribunal is binding on the parties and may be enforced by a court in the same manner as an interim measure.



B. Unless otherwise agreed by the parties, a party may, without notice to any other party, make a request for an interim measure together with an application for a preliminary order directing a party not to frustrate the purpose of the interim measure requested.

C. A preliminary order shall expire after sixty days from the date on which it was issued by the arbitral tribunal.

D. An interim measure issued by an arbitral tribunal may be recognised and enforced only by the courts of the State in which it was issued.

5. Under the UNCITRAL Model Law on International Commercial Arbitration, which of the following statements concerning the rules applicable to the substance of the dispute is correct?

A. Any designation by the parties of the law of a given State shall be construed, unless otherwise expressed, as referring to the conflict of laws rules of that State.

B. The arbitral tribunal may decide *ex aequo et bono* whenever it considers that the strict application of the applicable law would lead to an inequitable result, even in the absence of an authorization by the parties.

C. In the absence of an express authorization by the parties, the arbitral tribunal may not take into account the usages of the trade applicable to the transaction.

D. Failing any designation by the parties, the arbitral tribunal shall apply the law determined by the conflict of laws rules which it considers applicable.

6. In an ICC arbitration, the respondent raises pleas concerning the existence and validity of the arbitration agreement. Which of the following statements is correct under the ICC Rules of Arbitration?

A. The arbitration shall proceed and any question of jurisdiction shall be decided directly by the arbitral tribunal, unless the Secretary General refers the matter to the Court, in which case the arbitration shall proceed if and to the extent that the Court is *prima facie* satisfied that an arbitration agreement under the Rules may exist.

B. The Court must in all cases rule on the validity of the arbitration agreement before the constitution of the arbitral tribunal, and its ruling binds the arbitral tribunal as to the merits of the jurisdictional plea.

C. The Secretariat must suspend the arbitration until a national court has ruled on the validity of the arbitration agreement.

D. If the arbitral tribunal finds that the main contract is null and void, it ceases to have jurisdiction even though it upholds the validity of the arbitration agreement.



7. Under the ICC Rules of Arbitration, which of the following statements concerning arbitrations involving multiple parties or multiple contracts is correct?

A. A party wishing to join an additional party to the arbitration must submit its Request for Joinder to the arbitral tribunal, the Secretariat having no role in the joinder.

B. The arbitration against an additional party is deemed to commence on the date on which the Secretariat received the original Request for Arbitration, not on the date on which it receives the Request for Joinder.

C. Claims arising out of or in connection with more than one contract may be made in a single arbitration, irrespective of whether such claims are made under one or more than one arbitration agreement under the Rules.

D. In deciding whether to consolidate two or more arbitrations, the Court may not take into account whether one or more arbitrators have already been confirmed or appointed in more than one of the arbitrations.

8. Under the ICC Rules of Arbitration, which of the following statements concerning the constitution of the arbitral tribunal is correct?

A. When the Court is to appoint the sole arbitrator, it must choose a person having the nationality of one of the parties.

B. Where the parties have agreed that the dispute shall be decided by three arbitrators and a party fails to nominate its arbitrator, the arbitrator nominated by the other party shall act as sole arbitrator.

C. An arbitrator nominated by a party takes office upon nomination, without any confirmation by the Court or by the Secretary General.

D. Where the parties have not agreed upon the number of arbitrators, the Court shall appoint a sole arbitrator, unless it considers that the dispute is such as to warrant the appointment of three arbitrators.

9. Under the ICC Rules of Arbitration, which of the following statements concerning the arbitral proceedings is correct?

A. Where the parties have not agreed on the language of the arbitration, the arbitration shall be conducted in the language of the place of the arbitration.

B. The arbitral tribunal may decide the case solely on the documents submitted by the parties, unless any of the parties requests a hearing.

C. An interim or conservatory measure ordered by the arbitral tribunal may only take the form of an award and never that of an order.

D. If a party, although duly summoned, fails to appear at a hearing without valid excuse, the arbitral tribunal must adjourn the hearing until that party appears.



10. Under the ICC Rules of Arbitration, which of the following statements concerning the award and the costs of the arbitration is correct?

A. By submitting the dispute to arbitration under the Rules, the parties undertake to carry out any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.

B. The award shall be deemed to be made at the place where the arbitrators signed it and on the date of its notification to the parties by the Secretariat.

C. The costs of the arbitration include only the fees and expenses of the arbitrators and the ICC administrative expenses, to the exclusion of the reasonable legal costs incurred by the parties.

D. If a party fails to pay its share of the advance on costs, the arbitral tribunal must nevertheless continue its work and the relevant claims can in no case be considered as withdrawn.



Answer key

International Arbitration

Question 1	Correct answer – d)
Question 2	Correct answer – a)
Question 3	Correct answer – c)
Question 4	Correct answer – b)
Question 5	Correct answer – d)
Question 6	Correct answer – a)
Question 7	Correct answer – c)
Question 8	Correct answer – d)
Question 9	Correct answer – b)
Question 10	Correct answer – a)