

1. In the understanding of the Model Law, a “court” means
 - a. a body or organ of the judicial system of a State
 - b. a panel of arbitrators
 - c. a sole arbitrator or a panel of arbitrators
2. The Model Law provides that, if the parties fail to nominate the number of arbitrators,
 - a. the number of arbitrators shall be one or three, depending on the complexity of the case
 - b. the panel shall be constituted of a sole arbitrator
 - c. the number of arbitrators shall be three
3. As provided by the Model Law, with respect to interim measures, these may be granted by the courts
 - a. only before the constitution of the arbitral tribunal
 - b. before or during arbitral proceedings
 - c. only after the initiation of the arbitration proceedings
4. As regards the possibility of court intervention in the matters governed by the Model law,
 - a. the court may always intervene, in accordance with the provisions of the national laws of the parties to the arbitration
 - b. no court shall intervene except where so provided in the Law
 - c. the court may intervene even if not expressly allowed in the Law, but such intervention is reasonable
5. In the acceptance of the Model Law, an arbitration shall be deemed as international if:
 - a. the parties have expressly agreed that the subject matter of the arbitration agreement relates to more than two countries
 - b. the parties to an arbitration agreement have, at the time of the conclusion of that agreement, their places of business in different states
 - c. the parties to an arbitration agreement have, at the time of the conclusion of that agreement, their places of business in different world regions
6. As per the provisions of the Model Law, any written communication is deemed to have been received if
 - a. it is delivered to the addressee personally or per fax
 - b. it is delivered to the addressee personally or if it is delivered at his place of business, habitual residence or mailing address
 - c. it is delivered to the addressee personally or to its legal representative
7. As per the provisions of the Model Law, if, following the appointment of an arbitrator, any circumstances likely to give rise to justifiable doubts as to his impartiality or independence shall intervene, such arbitrator
 - a. has to disclose such circumstances in a time frame of 10 days from such event
 - b. has to disclose such circumstances without any delay
 - c. has to disclose such circumstances in a reasonable time frame
8. In accordance with the provisions of the Model Law, the arbitral tribunal
 - a. may grant interim measures at the request of a party and on the arbitral tribunal’s own initiative
 - b. may not grant interim measures, as these fall under the scope of the court
 - c. may grant interim measures at the request of a party
9. Under the Model Law, a plea for lack of jurisdiction of the arbitral tribunal shall be raised
 - a. at latest with the submission of the statement of defence
 - b. at latest before the final conclusions on the merits of the case
 - c. at latest during the oral hearing
10. In accordance with the provisions of the Model Law, the substitute arbitrator shall be appointed
 - a. by the remaining two arbitrators in the panel
 - b. with the parties’ agreement
 - c. by following the procedure applicable for the appointment of the arbitrator being replaced



11. The Model Law provides that, for the granting of an interim measure, the providing of a security by the requesting party is
 - a. a mandatory condition
 - b. at the discretion of the arbitral tribunal
 - c. mandatory in certain cases stipulated by the Law
12. The Model Law provides that, in case of the parties' agreement as to the language of the arbitration, such language shall be determined by
 - a. the arbitral tribunal
 - b. the president of the arbitral tribunal
 - c. the arbitral tribunal, taking into consideration the nationality of the parties and the language of the contract
13. In accordance with the provisions of the Model Law, the arbitral proceedings in respect of a particular dispute commence
 - a. on the date on which a request for that dispute to be referred to arbitration is received by the respondent
 - b. on the date on which a request for that dispute to be referred to arbitration is received by the arbitral tribunal
 - c. on the date on which a request for that dispute to be referred to arbitration is registered by the claimant
14. Under the Model Law, the procedural rules to be followed by the arbitral tribunal in conducting the proceedings
 - a. shall be always established by the arbitral tribunal
 - b. shall be freely agreed by the parties and failing such agreement they shall be determined by the arbitral tribunal
 - c. shall be mutually agreed by the parties and, in absence of such agreement, the procedural rules of the Court of Arbitration attached to the International Chamber of Commerce shall be applicable
15. Under the Model Law, unless otherwise agreed by the parties, if, without showing sufficient cause, any party fails to produce documentary evidence, the arbitral tribunal may
 - a. suspend the proceedings until the compliance of the respective party with the arbitral tribunal's request
 - b. terminate the proceedings after the expiry of the additional time frame for the party to present the respective evidence
 - c. continue the proceedings and make the award on the evidence before it
16. Pursuant to the Model Law, the rules applicable to the substance of dispute shall be
 - a. the rules of law as chosen by the parties as applicable to the substance of the dispute
 - b. the rules of the law determined by the arbitral tribunal following the application of the conflict of law rules from the country of residence of the claimant
 - c. the rules of the law determined by the arbitral tribunal following the application of the conflict of law rules from the country of residence of the respondent
17. As provided by the Model Law and unless otherwise agreed by the parties, either party may amend or supplement his claim or defence during the course of the arbitral proceedings
 - a. up to the closing of the oral hearing
 - b. at any time, unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the delay in making it
 - c. at any time, unless the other party considers it inappropriate having regard to the delay in making it
18. In accordance with the provisions of the Model Law, the appointing of expert witnesses is
 - a. not allowed, the parties having the possibility to present expert witnesses instead
 - b. always allowed in order for the expert to report on specific issues which are determined by the arbitral tribunal
 - c. always allowed in order for the expert to report on specific issues which are determined by the arbitral tribunal, unless otherwise agreed by the parties
19. As provided by the Model Law, the procedural decisions of an arbitral tribunal constituted out of more than one arbitrator shall be made
 - a. by the presiding arbitrator
 - b. by the presiding arbitrator, if so authorized by the parties or all members of the arbitral tribunal
 - c. by a majority of its members



20. The Model Law provides that, when asked to set aside an award, the court may, where appropriate and so requested by a party
- suspend the setting aside proceedings for a period of time determined by it in order to give the arbitral tribunal an opportunity to resume the arbitral proceedings or to take such other action that will eliminate the grounds for setting aside
 - suspend the setting aside proceedings for an unlimited period of time in order to give the arbitral tribunal an opportunity to resume the arbitral proceedings or to take such other action that will eliminate the grounds for setting aside
 - suspend the setting aside proceedings in order to allow the arbitral tribunal to correct the arbitral award
21. As stipulated by the Model Law, the arbitral proceedings are terminated
- by the final award
 - by an order for the termination of the arbitral proceedings
 - by the final award or by an order for the termination of the arbitral proceedings
22. Pursuant to the Model Law, as regards the content of the award, the award shall state
- the reasons upon which it is based, if both parties request so from the arbitral tribunal
 - the reasons upon which it is based, unless the parties have agreed that no reasons are to be given or the award is an award on agreed terms
 - the reasons upon which it is based, unless the arbitrators decide differently
23. As per the Model Law, a request for correction or interpretation of the arbitral award may be filed with the arbitral tribunal
- within 30 days of receipt of the award
 - within 30 days of receipt of the award, unless another period of time has been agreed upon by the parties
 - within 45 days of receipt of the award, unless another period of time has been agreed upon by the parties
24. Pursuant to the provisions of the Model Law, an arbitral award may be set aside by the court of law if
- the court finds that the subject-matter of the dispute is not capable of settlement by arbitration under the law of the respondent
 - the court finds that the subject-matter of the dispute is not capable of settlement by arbitration under the law of the claimant
 - the courts finds that the subject-matter of the dispute is not capable of settlement by arbitration under the law of the State at the place of arbitration
25. Pursuant to the provisions of the Model Law, an arbitral award may be set aside by the court of law if
- the court finds that the award is in conflict with the public policy of the state of the State at the place of arbitration
 - the court finds that the award is in conflict with the public policy of the state of the respondent
 - the court finds that the award is in conflict with the public policy of the state of the claimant
26. As per the ICC Rules of Arbitration, all pleadings and written communications submitted by any parties, as well as all documents annexed thereto shall be supplied in a number of copies sufficient to provide
- one copy for each party, plus one for the arbitral tribunal and one for the Secretariat
 - one copy for respondent, plus one for the arbitral tribunal and one for the Secretariat
 - one copy for each party, plus one for each arbitrator, and one for the Secretariat
27. Pursuant to the ICC Rules of Arbitration, any arbitration clause providing for arbitration under the Rules is considered to make reference to the Rules which are in force
- on the date of the commencement of the arbitration
 - on the date of the signing of the initial agreement containing the arbitration clause
 - on the date of the commencement of the arbitration, unless they have agreed to submit to submit to the Rules in effect on the date of their arbitration agreement
28. As per the ICC Rules of Arbitration, any counterclaims made by Respondent have to be submitted
- within 30 days from the receipt of the Request by the Secretariat
 - within 30 days from the receipt of the Request from Claimant
 - together with the Answer to the Request for arbitration



29. As per the ICC Rules of Arbitration, a dispute may be settled by
- an odd number of arbitrators
 - one or three arbitrators
 - an even number of arbitrators
30. Under the ICC Rules of Arbitration, where the parties have not agreed upon the number of arbitrators, the Court shall appoint
- a sole arbitrator
 - a panel consisting of three arbitrators
 - a sole arbitrator, save where it appears that the dispute is such as to warrant the appointment of three arbitrators
31. For a challenge of the arbitrator to be admissible under the ICC Rules of Arbitration, it has to be filed
- within 30 days from the nomination of the arbitrator by the other party
 - within 30 days from receipt of the notification of the appointment or confirmation of the arbitrator
 - within 30 days from the date when the party making the challenge was informed of the facts and circumstances on which the challenge is based, if such date is previous to the receipt of such notification of appointment
32. In accordance with the ICC Rules of Arbitration, if during the arbitration any facts or circumstances arise which may affect the arbitrator's impartiality or independence, the arbitrator must disclose such aspects:
- within a timeframe of 10 days from the occurrence of the event
 - within a timeframe of 5 days from the occurrence of the event
 - immediately
33. In accordance with the ICC Rules of Arbitration, an arbitrator may be replaced
- in cases of illness, resignation, challenge accepted by the Court and upon the request of all parties to the arbitration
 - in cases of illness, resignation, or if the arbitrator is prevented *de jure* or *de facto* from fulfilling its functions
 - if the arbitrator is not fulfilling its functions in accordance with the Rules or within the prescribed time limits
34. Following the replacement of an arbitrator, in accordance with the ICC Rules of Arbitration, the reconstituted arbitral tribunal
- will have to repeat all prior proceedings
 - will have to repeat only the proceedings which are indicated by the parties in writing
 - shall have full discretion in determining to what extent prior proceedings shall be repeated
35. As provided by the ICC Rules of Arbitration, in case of disagreement of the parties with respect to the place of arbitration
- the place of arbitration shall be fixed by the Secretariat
 - the place of arbitration shall be fixed by the Court
 - the place of arbitration shall be fixed by the president of the arbitral tribunal
36. In accordance with the ICC Rules of Arbitration, the hearings and meetings
- have to be only held at the place of arbitration
 - may be conducted at other location the tribunal considers appropriate, unless otherwise agreed by the parties
 - may be conducted at other location the tribunal considers appropriate, with the exception of the country of residence of the parties to the arbitration
37. As per the ICC Rules of Arbitration, the consolidation of two or more pending arbitrations may be performed by the Court if
- all of the claims in the arbitrations are made under the same arbitration agreement
 - the disputes in the arbitrations arise from the same legal relationship
 - the arbitrations are between the same parties
38. In completion of the ICC Rules of Arbitration, when such Rules are silent, the arbitral tribunal will apply
- the procedural law from the place of arbitration
 - any rules which the parties, or failing them, the tribunal may settle on
 - the procedural law with which the contract between the parties has the closest relationship



39. Under the ICC Rules of Arbitration, in absence of an agreement between the parties, the language(s) of arbitration shall be determined by the arbitral tribunal
- taking into account the language of the contract out of which the arbitration dispute arises
 - taking into account all relevant circumstances, including the language of the contract
 - taking into account the nationality of the parties and the place of performance of the contract
40. In the absence of the parties' agreement, the law applicable to the merits of the dispute is, in accordance with the ICC Rules of Arbitration,
- the law determined by the arbitral tribunal taking into account the provisions of the contract and any relevant trade usages between the parties
 - the law of country with which the contract has the closest relationship
 - the law determined by the arbitral tribunal taking into account the place of performance of the contract
41. If the parties have agreed to give to the arbitral tribunal the power to decide *ex aequo et bono*
- the arbitral tribunal shall be obliged to make a strict application of the provisions of the law
 - the tribunal shall have the right to try the case according to equity and good conscience
 - the arbitral tribunal is not allowed to refer to national and international public policies
42. If any of the parties refuses to sign the Terms of Reference, according to the ICC Rules of Arbitration
- they shall be submitted to the Court for approval, then the arbitration shall proceed
 - the signature of the respective party may be filled in by the arbitral tribunal, then the arbitration shall proceed
 - the signature of the respective party will be filled in by the Secretariat, then the arbitration shall proceed
43. As per the ICC Rules of Arbitration, any new claim to be raised by the parties following the signing of the Terms of Reference
- has to be authorized by the arbitral tribunal which has to consider the position of the other party
 - has to be authorized by the arbitral tribunal, by considering the nature of the claim, the stage of the arbitration and other relevant circumstances
 - has to be authorized by the arbitral tribunal, by considering the amount in dispute and the stage of the arbitration
44. The hearing of the parties' witnesses shall be performed as per the provisions of the ICC Rules of Arbitration
- in the presence of the respective party
 - in the absence of the respective party
 - in the presence of the party or in its absence, provided they have been duly summoned
45. Pursuant to the ICC Rules of Arbitration, an award by consent may be issued if
- following the transmission of the file to the arbitral tribunal, the parties reach a settlement and the arbitral tribunal takes note of the parties' settlement and closes the file
 - during the arbitration, the parties consent to the final amounts to be paid as a method of settling the dispute
 - following the transmission of the file to the arbitral tribunal, the parties reach a settlement and the parties request that such settlement is recorded under the form of an award
46. In accordance with the ICC Rules of Arbitration, in the process of making the award, if the tribunal is composed out of three arbitrators and there is no majority decision,
- the award shall be made by the president of the arbitral tribunal alone
 - the arbitrators shall continue the discussions until they reach majority
 - the Court shall replace the president of the arbitral tribunal who will rehear the case on the merits in order to reach a majority
47. As provided by the ICC Rules of Arbitration, a decision to correct or interpret an arbitral award shall take the form of
- a supplemental arbitral award which is integrant part of the initial award
 - a supplementary arbitral award which is integrant part of the initial award
 - an addendum to the arbitral award which shall constitute part of the award



48. According to the ICC Rules of Arbitration, the final award shall fix the costs of the arbitration and in taking such decision the arbitral tribunal
- shall allocate all costs to the losing party proportionally with the amounts awarded
 - may reduce the costs if it considers appropriate
 - may take into consideration the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner
49. In accordance with the provisions of the ICC Rules of Arbitration, the emergency arbitrator's decision
- shall be binding to the arbitral tribunal
 - shall not bind the arbitral tribunal
 - shall be binding for both the parties and the arbitral tribunal
50. As provided by the ICC Rules of Arbitration, any decision of the emergency arbitrator
- may be modified by the arbitral tribunal, but cannot be cancelled for any reason
 - may be modified, terminated or annulled by the arbitral tribunal
 - has to be complied with by the parties and the arbitral tribunal





Nume _____
 Prenume BARUM
 Prenume tată _____
 Nr. Legitimatie _____

INDICAȚII DE COMPLETARE A GRILEI

1. Pentru marcare folosiți **numai culoarea neagră!**
2. Citiți cu atenție enunțul și variantele de răspuns, la fiecare întrebare fiind corectă o singură variantă de răspuns. Umpleți cercul corespunzător variantei de răspuns pe care o considerați corectă. Verificați cu atenție imprimarea corectă a foii de răspuns. **Răspunsul corect la fiecare întrebare este evaluat cu 2 puncte. Răspunsurile greșite sau marcate incorect nu se punctează.**
3. **Umplerea unui cerc trebuie să fie completă.**

Orice alt mod de marcare duce la anularea răspunsului la subiectul respectiv.

Modalitățile de **marcare corectă**:



Exemple de **marcare incorectă**:



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