

1. UNCITRAL Model Law on International Commercial Arbitration (“UNCITRAL Model Law”) was adopted by:
 - a. The ICC International Court of Arbitration.
 - b. The United Nations Commission on International Trade Law.
 - c. The International Court of Justice.
2. UNCITRAL Model Law applies to:
 - a. Any kind of international disputes.
 - b. Human rights disputes.
 - c. International commercial arbitration, subject to any agreement in force between this State and any other State or States.
3. Under the UNCITRAL Model Law, if the parties to an arbitration agreement have, at the time of the conclusion of that agreement, their places of businesses in different States:
 - a. The arbitration is international.
 - b. The arbitration is international but only in case of the family businesses.
 - c. The arbitration is international but only if the parties to the arbitration agreement are of the same nationality.
4. Under the UNCITRAL Model Law, if a party has more than one place of business:
 - a. The place of business is that which is registered with the UN Commission on International Trade Law.
 - b. The place of business is that which has the closest relationship with the habitual residence of one of the parties to the arbitration agreement.
 - c. The place of business is that which has the closest relationship to the arbitration agreement.
5. Under the UNCITRAL Model law, the definition of “court” means:
 - a. The International Court of Justice.
 - b. A body or organ of the judicial system of a State.
 - c. The ICC International Court of Arbitration.
6. Under the UNCITRAL Model Law, an “arbitral tribunal” means:
 - a. A sole arbitrator or a panel of arbitrators.
 - b. A panel of three arbitrators appointed by the UN Commission on International Trade Law.
 - c. A sole arbitrator appointed by the UN Commission on International Trade Law.
7. Under the UNCITRAL Model Law, if a party does not have a place of business, reference is to be made to:
 - a. His habitual residence registered with the UN Commission on International Trade Law.
 - b. His occasional residence.
 - c. His habitual residence.
8. In conformity with UNCITRAL Model Law, the provisions of this Law regarding the receipt of written communications:
 - a. Do not apply to communications in court proceedings.
 - b. Do also apply to communications in court proceedings.
 - c. Do also apply to communications in court proceedings if so authorized by the UN Commission on International Trade Law.
9. In the interpretation of the UNCITRAL Model Law, regard is to be had to its international origin and to the need to promote:
 - a. Respect of the human rights principles.
 - b. Good faith and respect of business conduct.
 - c. Uniformity in its application and observance of good faith.
10. As per the UNCITRAL Model Law, an arbitration agreement:
 - a. Shall be in writing, in the form of an arbitration clause in a contract or in the form of a separate agreement.
 - b. Shall be in writing, in the form of an authenticated document, duly registered with the UN Commission on International Trade Law.
 - c. Shall be in writing, in the form of an official letter submitted for approval to the UN Commission on International Trade Law.

- 11.** As per the UNCITRAL Model Law, an “arbitration agreement” is:
- An agreement registered by the parties with the UN Commission on International Trade Law.
 - An agreement by the parties to submit to arbitration only human rights disputes which have arisen or which may arise between them in respect of a defined contractual relationship.
 - An agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined relationship, whether contractual or not.
- 12.** As per the UNCITRAL Model Law, the parties are free to determine the number of arbitrators and failing such determination:
- The number of arbitrators shall be three.
 - The number of arbitrators shall be determined by a third party appointed by the parties.
 - The number of arbitrators shall be determined by the UN Commission of International Trade Law.
- 13.** In conformity with the UNCITRAL Model Law, no person shall be precluded by reason of nationality from acting as an arbitrator:
- Unless authorized by the UN Commission of International Trade Law.
 - Unless otherwise agreed by the parties.
 - Unless agreed by the parties and authorized by the UN Commission of International Trade law.
- 14.** In accordance with the UNCITRAL Model Law:
- The parties are free to agree on a procedure of appointing the arbitrator or arbitrators, subject to the provisions of this Law.
 - The parties are not free to agree on a procedure of appointing the arbitrator or arbitrators.
 - The parties have to request to the UN Commission on International Trade Law to determine the procedure of appointing the arbitrator or arbitrators.
- 15.** As per the UNCITRAL Model Law, the arbitral tribunal:
- May differ the ruling on its jurisdiction to the UN Commission of International Trade Law.
 - May differ the ruling on its jurisdiction to the International Court of Justice.
 - May rule on its own jurisdiction, including any objections with respect to the existence or the validity of the arbitration agreement.
- 16.** As per the UNCITRAL Model Law, the arbitral proceedings in respect of a particular dispute commence on the date on which a request for that dispute to be referred to arbitration is received by the respondent:
- Unless otherwise agreed by the parties.
 - Unless the date is determined by the court of law of the place of arbitration.
 - Unless the date is determined by the UN Commission of International Trade Law.
- 17.** As per UNCITRAL Model Law, failing the agreement of the parties on the language or languages to be used in the arbitral proceedings:
- The UN Commission on International Trade Law shall determine the language or languages of the arbitral proceedings.
 - The arbitral tribunal shall determine the language or languages of the arbitral proceedings.
 - The court of law of the place of arbitration shall authorize the language or languages of the arbitral proceedings agreed by the parties.
- 18.** In conformity with the UNCITRAL Model Law, the arbitral tribunal, unless otherwise agreed by the parties:
- May appoint only one expert to report to it on specific issues to be determined by the arbitral tribunal.
 - May appoint maximum two experts to report to it on specific issues to be determined by the arbitral tribunal.
 - May appoint one or more experts to report to it on specific issues to be determined by the arbitral tribunal.
- 19.** In conformity with the UNCITRAL Model Law:
- The arbitral tribunal shall decide the dispute in accordance with such rules of law as are chosen by the parties as applicable to the substance of the dispute.
 - The arbitral tribunal shall decide the dispute in accordance with such rules of law as are determined by the UN Commission on International Trade Law as applicable to the substance of the dispute.
 - The arbitral tribunal shall decide the dispute in accordance with such rules of law as are determined by the court of law of the place of the arbitration as applicable to the substance of the dispute.



- 20.** In conformity with the UNCITRAL Model Law, in arbitral proceedings with more than one arbitrator, any decision of the arbitral tribunal shall be made, unless otherwise agreed by the parties:
- By unanimity of all its members and subject to the approval of the decision by the UN Commission on International Trade Law.
 - By unanimity of all its members and subject to the approval of the decision by the court of law of the place of arbitration.
 - By a majority of all its members.
- 21.** As per the UNCITRAL Model Law, the arbitral proceedings are terminated:
- By the order of the UN Commission on International Trade Law.
 - By the final award or by an order of the arbitral tribunal in accordance with the Model Law.
 - By the parties' statement registered in the arbitration register of the UN Commission on International Trade Law.
- 22.** In conformity with the UNCITRAL Model Law, the award shall be made in writing and:
- Shall be signed by the parties and their attorneys.
 - Shall be made in writing and shall be signed by the president of the arbitral institution.
 - Shall be made in writing and shall be signed by the arbitrator or arbitrators.
- 23.** In conformity with the UNCITRAL Model Law, an application for setting aside may not be made after:
- Three months have elapsed from the date on which the party making that application had received the award.
 - One year has elapsed from the date on which the request for arbitration has been registered with the arbitral institution.
 - Three months have elapsed from the date on which the award was registered with the UN Commission of International Trade Law.
- 24.** In conformity with the UNCITRAL Model Law, the court, when asked to set aside an award, may, where appropriate and so requested by a party:
- Request the UN Commission on International Trade Law to suspend the setting aside proceedings for three months.
 - Suspend the setting aside proceedings for maximum 12 months.
 - Suspend the setting aside proceedings for a period of time determined by it.
- 25.** As per the UNCITRAL Model Law, an arbitral award, irrespective of the country in which it was made:
- Shall be recognized as binding only if approved by the UN Commission on International Trade Law and shall be enforced by the competent court.
 - Shall be recognized as binding and shall be enforced by the competent court.
 - Shall be recognized as binding and shall be enforced by the UN Commission on International Trade Law officers.
- 26.** As per the Rules of Arbitration of the ICC ("the ICC Arbitration Rules"), the International Court of Arbitration of the International Chamber of Commerce ("the Court") is:
- A division of the International Court of Justice.
 - An international court of arbitration created by the European Union.
 - The independent body of the International Chamber of Commerce.
- 27.** In conformity with the ICC Arbitration Rules, the Court:
- Resolves any kind of disputes either commercial or not.
 - Administers the resolution of disputes by arbitral tribunals, in accordance with the ICC Arbitration Rules.
 - Resolves only family business disputes.
- 28.** As per the ICC Arbitration Rules, the date on which a request for arbitration is received by the Secretariat of the Court shall, for all purposes:
- Be agreed by the parties and the arbitrator or arbitrators to be the date of the commencement of the arbitration.
 - Be confirmed by the International Chamber of Commerce as the date of the commencement of the arbitration.
 - Be deemed to be the date of the commencement of the arbitration.



- 29.** In accordance with the ICC Arbitration Rules:
- An Answer shall be submitted by the respondent within maximum 5 days from the registration date of the Request for arbitration at the Secretariat of the Court.
 - An Answer shall be submitted by the respondent within 30 days from the receipt of the Request for arbitration from the Secretariat of the Court.
 - An Answer shall be submitted by the respondent within 30 days from the registration of the Request for arbitration at the court of law of the place of arbitration.
- 30.** In accordance with the ICC Arbitration Rules, by agreeing to arbitration under the ICC Arbitration Rules, the parties:
- Have accepted that the arbitration shall be administrated by the Court.
 - Have accepted that the arbitration shall be administrated by the International Court of Justice.
 - Have accepted that the arbitration shall be administrated by any international court of arbitration.
- 31.** In accordance with the ICC Arbitration Rules, a party wishing to join an additional party to the arbitration shall submit its request for arbitration against the additional party:
- To the President of the International Chamber of Commerce.
 - To the President of the International Court of Justice.
 - To the Secretariat of the Court.
- 32.** In accordance with the ICC Arbitration Rules, where the Court is to appoint an arbitrator, it shall make the appointment upon the proposal of:
- The President of the International Chamber of Commerce.
 - A National Committee or Group of the ICC that it considers to be appropriate.
 - The president of the court of law agreed by the parties in arbitration.
- 33.** As per the ICC Arbitration Rules, the Secretariat shall transmit the file to the arbitral tribunal as soon as it has been constituted, provided:
- The advance on costs requested by the Secretariat at this stage has been paid.
 - Either party has made a deposit of minimum 50% of the amount in dispute with the International Chamber of Commerce.
 - The amount of minimum 1,000 euro has been paid by the claimant upon the registration of the request for arbitration.
- 34.** In accordance with the ICC Arbitration Rules, the proceedings before the arbitral tribunal shall be governed by the ICC Arbitration Rules and where the ICC Arbitration Rules are silent, by any rules which the parties or, failing them:
- The European Commission may determine.
 - The President of the International Chamber of Commerce may determine.
 - The arbitral tribunal may settle on.
- 35.** As per the ICC Arbitration Rules, the arbitral tribunal and the parties shall make every effort:
- To conduct the arbitration in conformity with the international rules for the administration of the business disputes.
 - To conduct the arbitration in an expeditious and cost effective manner, having regard to the complexity and the value of the dispute.
 - To conduct the arbitration upon their discretion, within the longest time period deemed necessary, no matter the costs involved by the arbitration proceedings.
- 36.** As per the ICC Arbitration Rules, after the Terms of Reference have been signed or approved by the Court, no party shall make new claims which fall outside the limits of the Terms of Reference:
- Unless it has been authorized to do so by the arbitral tribunal.
 - Unless the payment of a fixed arbitration fee of 1,000 euro has been paid by each of the parties.
 - Unless it has been authorized to do so by the President of the International Chamber of Commerce.
- 37.** As per the ICC Arbitration Rules, case management conferences may be conducted:
- Through a meeting in person exclusively.
 - Through a meeting in person, by video conference, telephone or similar means of communication.
 - At the premises of the International Court of Justice exclusively.



38. As per the ICC Arbitration Rules, the arbitral tribunal:
- Shall proceed within 1 week to establish the facts of the case by all appropriate means.
 - Shall proceed within 1 month to establish the facts of the case by all appropriate means.
 - Shall proceed within as short a time possible to establish the facts of the case by all appropriate means.
39. In accordance with the ICC Arbitration Rules, after the proceedings are closed, no further submission or argument may be made, or evidence produced, with respect to the matters to be decided in the award:
- Unless authorized by the President of the International Chamber of Commerce.
 - Unless authorized by the President of the Court.
 - Unless requested or authorized by the arbitral tribunal.
40. As per the ICC Arbitration Rules, the arbitral tribunal:
- May decide the case solely on the documents submitted by the parties unless any of the parties requests a hearing.
 - May decide the case solely on the documents submitted by the parties unless any of the parties requests a hearing and has obtained in this respect the approval of the President of the International Chamber of Commerce.
 - May decide the case solely on the documents submitted by the parties unless both parties request a hearing and have obtained in this respect the approval of the President of the International Chamber of Commerce.
41. In accordance with the ICC Arbitration Rules:
- The arbitral tribunal may modify, terminate or annul the order or any modification thereto made by the emergency arbitrator, with the authorization of the President of the Court.
 - The arbitral tribunal may modify, terminate or annul the order or any modification thereto made by the emergency arbitrator.
 - The arbitral tribunal may modify, terminate or annul the order or any modification thereto made by the emergency arbitrator, with the authorization of the President of the International Chamber of Commerce.
42. As per the ICC Arbitration Rules, as soon as the file has been transmitted to it:
- The arbitral tribunal may, at the request of both parties, with the prior approval of the President of the International Chamber of Commerce, order any interim or conservatory measures.
 - The arbitral tribunal may, at the request of the Secretary General, order any interim or conservatory measures.
 - The arbitral tribunal may, at the request of a party, order any interim or conservatory measures.
43. In accordance with the ICC Arbitration Rules:
- The emergency arbitrator's decision shall take the form of an order.
 - The emergency arbitrator's decision shall take the form of a statement in an authenticated notary form.
 - The emergency arbitrator's decision shall take the form of an official letter addressed to the President of the International Chamber of Commerce.
44. In accordance with the ICC Arbitration Rules, the time limit within which the arbitral tribunal must render its final award:
- Is 18 months.
 - Is 24 months.
 - Is six months.
45. In accordance with the ICC Arbitration Rules, the award is deemed to be made:
- At the place of the arbitration and on the date stated therein.
 - At the place where one of the parties has its habitual residence and on the date stated therein.
 - At the place where the president of the arbitral tribunal or the sole arbitrator has its habitual residence and on the date stated therein.
46. As per the ICC Arbitration Rules, when the arbitral tribunal is composed of more than one arbitrator:
- An award is made by the President of the International Chamber of Commerce.
 - An award is made by unanimity decision.
 - An award is made by a majority decision.



47. As per the ICC Arbitration Rules, before signing the award:
- The arbitral tribunal shall submit it in draft form to the President of the International Chamber of Commerce.
 - The arbitral tribunal shall submit it in draft form to the Court.
 - The arbitral tribunal shall submit it in draft form to the parties.
48. In conformity with the ICC Arbitration Rules, an original of each award made in accordance with the ICC Arbitration Rules:
- Shall be deposited with a private office selected by the parties.
 - Shall be deposited with the secretariat of the President of the International Chamber of Commerce.
 - Shall be deposited with the Secretariat of the Court.
49. As per the ICC Arbitration Rules, after receipt of the Request:
- The Secretary General of the Court may request the claimant to pay a provisional advance in an amount intended to cover the costs of the arbitration.
 - The President of the International Chamber of Commerce may request the claimant to pay a 1,000 euro in advance to cover the costs of the arbitration.
 - The respondent may request the claimant to pay a provisional advance in an amount intended to cover the costs of the arbitration.
50. The ICC Arbitration Rules in their current form and content are in force as from:
- 1 December 2017.
 - 1 March 2017.
 - 1 January 2018.



Spațiu rezervat
 comisie admitere



INDICAȚII DE COMPLETARE A GRILEI

1. Pentru marcare folosiți **numai culoarea negru!**
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.

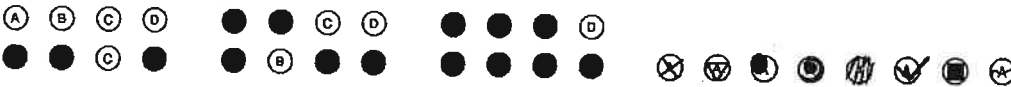
3. Umplerea unui cerc trebuie să fie completă.

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

Modalitățile de marcare corectă:



Exemple de marcare incorectă:



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