



Clarifications No. 2

1. Pursuant to paragraph 16, Hampton SunCare is Claimant in the arbitral proceedings.
2. Clause 22.6 now reads: “The governing law of the contract shall be the UNIDROIT Principles of International Commercial Contracts applicable at the time when the notice of Arbitration is submitted.”
3. Only a small population of Inachi people lives in Ornia and there is no migration of Inachi people in any other State, region or province. Although Inachalese is the official language of Inachi, English is the second language there and used along with Inachalese in day to day commercial dealings. The Sun Islands State (SIS) was a former colony of the United Kingdom. To this day English is the language of day to day commerce in SIS.
4. Due to its particular geographic location in the tropics rain occurs in SIS almost every day. However, as recorded by the Meteorological Department in SIS, continuous rain occurs in late March through to early July each year. Weather patterns in recent years have become a little erratic, allegedly due to global warming.
5. Mr. Heng is the majority shareholder in Heng SunCare Ltd.
6. In Inachi, the courts are arbitration friendly.
7. Clause 20 from paragraph 14 refers to clause 20.1 from paragraph 5 and is one and the same.
8. There are no changes to Clauses 22.1 and 22.2 in the Distribution Agreement, as reproduced in the Revised Moot Problem.
9. When Inachi adopted the UNCITRAL Model Law on International Commercial Arbitration (2006) they chose Article 7 Option 1.
10. When the Arbitral Tribunal decides that it is necessary to conduct mediation, for competition purposes the parties to the dispute are deemed to have signed the Agreement to Mediate referred to in Paragraph 3 of the Code of Conduct for Mediators at page 16 of the Revised Moot problem.
11. While Teams’ Memoranda should be clearly and methodically presented and comply with the Rules of the competition there is no one template prescribed by the competition.