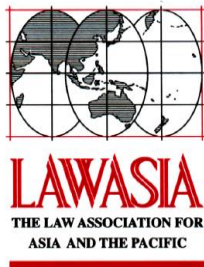




12th LAWASIA International Moot

CLARIFICATIONS TO THE MOOT PROBLEM



Organiser of the LAWASIA International Moot Competition

CLARIFICATIONS

CORRECTION TO THE MOOT PROBLEM

Paragraph 42 of the Moot Problem should read as follows:

‘Dr Yugi Asamura protested, saying that SPT had no right to terminate the agreement like that, and that even in the event of a termination, SPT has to compensate AID more than just on the relocation costs.’ (emphasis added)

CLARIFICATIONS

The answers to the questions raised¹ by a few institutions are as follows:-

Question 1: Does Dr. Fiona Lum hold a share in her husband's company, AID?

Answer: No.

Question 2: Was the jadeite venture registered as a partnership? If so, where was the partnership registered?

Answer: No, the jadeite venture was not registered as a partnership anywhere.

Question 3: Is Annexure 1 full content of the partnership agreement? Are there any appendix attached with or supplement of the agreement? If yes, did AID and SPT specify the duration of their “long term” partnership?

Answer: Annexure 1 contains the full agreement drafted and signed by both parties themselves, mentioned in paragraph 15 of the Moot Problem.

¹ Kindly note that not all questions raised are answered here as some of the questions raised relate to issues that are to be addressed during the moot while the answers to some questions can be discovered by the mooters themselves.

Question 4: With regards to Annexure 1, we would like to clarify if the said agreement had been stamped and if so, the location of where stamping duty was carried out.

Answer: The agreement in Annexure 1 was not stamped.

Question 5: In paragraph 16, in what way was the machinery and equipment imported into Myanmar by SPT? Did SPT buy them from AID and import them then, or SPT buy them on behalf of the partnership agreement between SPT and AID?

Answer: No payment was made by SPT to AID in respect of the machinery and equipment imported into Myanmar by SPT mentioned in paragraph 16.

Question 6: What type of permit did SPT obtain from the government?

Answer: All necessary permits in relation to the venture were obtained, including the mining permit.

Question 7: Was the permit that was granted to SPT for a "large scale", "medium scale" or "small scale" mining activities?

Answer: Large scale. However, SPT and AID have never thought of their venture as a large scale one, as compared to the many other operators in Hpakant.

Question 8: In paragraph 21, 22, was Joe Yamashita the only author of "JADEYE"?

Answer: Yes.

Question 9: In paragraph 21, 22, was "JADEYE" registered copyrights/other IP rights under Myanmar laws? If yes, who was the owner of such rights, was that Joe Yamashita?

Answer: No such records were filed in Myanmar.

Question 10: Is the software JADEYE is protected by patents?

Answer: No patent recordal was filed in Myanmar.

Question 11: In paragraph 23, did Dr. Yugi Asamura have to pay for the order of software to be installed in all the computers and equipment used on the sites?

Answer: No.

Question 12: What is the value of the jade-mining machinery and equipment?

Answer: Parties have not valued them and parties are more interested to determine the ownership first

Question 13: In paragraph 40, did U Thein Kyaw inform Dr. Yugi Asamura by writing about his decision to end the partnership?

Answer: No.

Question 14: Was AID aware that SPT was recorded as the owner and operator of the jade-mining machinery and equipment on the permits required to operate them?

Answer: Yes.

Question 15: Was a patent registered for the JADEYE software? If so,

- a. Who registered the patent?
- b. Where was the patent registered?
- c. How was the JADEYE software described in the patent?
- d. Did the person or company that filed the patent assert ownership through an announcement in a local newspaper or equivalent platform?

Answer: No patent recordals were filed in Myanmar.

Question 16: What is the value of the JADEYE software?

Answer: Parties have not valued them and parties are more interested to determine the ownership first

Question 17. Have parties previously stipulated the remedies they are seeking in this arbitration?

Answer: No.

---End of clarifications---