

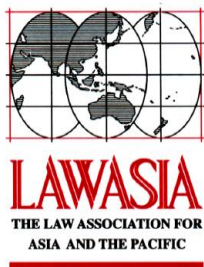


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# 13<sup>th</sup> LAWASIA International Moot

## ADDITIONAL CLARIFICATIONS TO THE MOOT PROBLEM

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## ADDITIONAL CLARIFICATIONS

Below you will find the answers to some of the clarification requests. Not all clarification requests have been answered; only those which are relevant in any way or clarify an issue and/or fact.

The clarification requests that have been answered have been transcribed verbatim to this document and, next to each one of them, an answer follows in **bold**.

1. *“In paragraph 59 of the Moot Problem, the AIAC Arbitration Rules 2018 was referred to instead of the KLRCA Arbitration Rules 2017. However, the 1<sup>st</sup> Clarification stated that only the KLRCA Rules 2017 is the applicable governing law. Please advise.”*

**There is a typographical error; paragraphs 59 and 62 should refer to KLRCA Arbitration Rules 2017. As per the applicable legal framework, see clarification number 17 of the first clarifications.**

2. *“Regarding the advance deposit, is the Claimant able and/or ready to make a substitute payment for the impecunious Respondent?”*

**Claimant has paid for the initial security deposit for both parties. See paragraph 48.**

3. *“Has Respondent sought any legal aid from the AIAC? Is the AIAC capable and/or willing to provide legal aid to Respondent?”*

**No. AIAC is an administrative body and does not provide any legal aid or assistance. See Rule 1 of KLRCA Arbitration Rules, 2017.**

4. *“Does the Arbitral Tribunal's decision to set the hearing dates at [64] mean that the Tribunal has decided to proceed with the arbitral proceedings despite the lack of substitute payment of costs contrary to rule 14(3) of the KLRCA Arbitration rules?”*

**Since claimant paid for the initial security deposit for both parties, the tribunal has set dates for a preliminary hearing to hear the parties' arguments on the issues set out in paragraph 65.**

5. *“At [23], was the fourth delivery of 2014 also performed at the 15% price increase?”*

**No.**

6. *“Is the Claimant’s notice of arbitration their statement of claim?”*

**No. See Part II Section I Article 3(3)(f) of KLRCA Arbitration Rules 2017**

Thursday, 17 May 2018