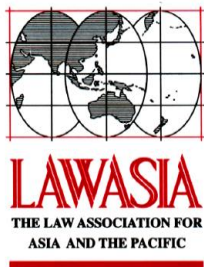




13th LAWASIA International Moot

FURTHER CLARIFICATIONS TO THE MOOT PROBLEM



Organiser of the LAWASIA International Moot Competition

FURTHER CLARIFICATION

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 1st 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