IN2303-R

ASIAN INTERNATIONAL ARBITRATION CENTRE

18th LAWASIA International Moot – 2023

The OnionRing Software

MEMORIAL FOR RESPONDENT

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LIST OF ABBREVIATIONS

List Abbreviation	Description
DPP	Democratic Progressive Party
OBH	Order of the Black Hand
UNGA	United Nations General Assembly
ICJ	International Court of Justice
CRMOU	Coltana- Radostan Memorandum of Understanding
RnD	Research and development
AI	Artificial Intelligence
AWS	Autonomous Weapons Systems
Oracle Corp	Oracle Corporation
CEO	Chief Executive Officer
sī vīs pācem, parā bellum	"If you want peace, prepare for war"
CCTA	The Coltana-Radostan Counter Terrorism Agreement
UN Charter	Charter of United Nations
ATT	The Arms Trade Treaty 2013
ICCPR	International Convention on Civil and Political Right
ICESCR	International Convenant on Economic, social and cultural Rights
AIAC Rules 2021	International Arbitration Centre Arbitration Rules 2021
VCLT	The Vienna Convention on the law of treaties 1969
CCTVs	Closed-circuit television
CNB	Coltana National Bank
DOJ	The Department of Justice of the United States of Kola Lumpo

ICC	International Criminal Court
CCRP	Crime and Corruption Reporting Project

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QUESTION PRESENTED

I. Whether Olaf, an AI-powered intelligent lawyer can be removed as the arbitrator for lack of impartiality;

II. Whether the Arbitral Tribunal should stay the present proceedings until the conclusion of Anuwat's trial at the International Criminal Court;

III. Whether the CCTA is void; and

IV. In the event, issue III is decided in the negative, whether the termination of the CCTA by Coltana is valid.

STATEMENT OF FACTS

The Republic of Coltana **("Claimant")** v. The Majestic Kingdom of Radostan **("Respondent")**

Claimant is a small country, but prosperous nation located on the coast of the Indian Ocean. Coltana is known around the world for its strong cultural and historical heritage which including is home of leading scholars, intellectuals, and experts in science economics, literature, and law as well.

Respondent is a diverse and vibrant country located in the heart of South Asia. It is the home of the leading tech and internet companies in the world making it the global leader in the field of technology and innovation.

World War II Before, Claimant existed as a divided nation, with separate rulers governing its eastern and western territories. The eastern regions were under the control of Matic Gilgamesh, while his younger sister Stefka Gilgamesh held sway over the western territories. During, Claimant has numerous violent confrontations between the two factions, resulting in the deaths of hundreds of civilians and military personnel. And after, in

exchange for the damage caused, the two party signed the Coltana-Radostan Memorandum of Understanding (CRMOU).

In 2005 Radostan became the global leader in technology and began a series of research and development (RnD) in artificial intelligence (AI) as well as advanced arms and weapon technology. After that, Prime Minister Kenchana Yodwicha launched Project Olaf to create the world's first super-intelligent and independent AI lawyer and judge to represent him. In July 2020, Project Olaf was completed, and Olaf went into full operation and quickly emerged as the most sought-after independent provider of legal services and legal advice.

31 September 2021 A government of claimant to-government of respondent was signedan agreement call Coltana-Radostan Counter Terrorism Agreement (CCTA) as bilateral agreement to combat terrorism and other transnational threats in claimant country. After that, the OnionRing installation was completed in claimant country.

16 December 2021 The general election was held and shockingly in Claimant country. The result of Democratic Progressive Party (DPP) of Claimant nearly lost the elections. Next time, Claimant’s Bitcoin Reserves went missing overnight. It contains approximate valuation of USD 300 million all of Claimant by group of highly intelligent hacker. Both parties want to amended the agreement as well under the Article 4(iii), but Claimant want to terminate agreement instead due to a day after the Ulavu files went public.

SUMMARY OF ARGUMENTS

ISSUE I

Olaf, an AI-powered intelligent lawyer shall not be removed as the arbitrator for lack of impartiality as Olaf has already disclose the relevant circumstances, Olaf does possess the required qualification as per the agreement of the parties and the reasonable third person test, a test for arbitration bias does not apply. Thus, Olaf must not be disqualified from the Arbitral Penal since Olaf met the requirement of Article 10 and 11 of the AIAC Rule.

ISSUE II

Arbitral Tribunal should stay the present proceedings until the conclusion of Anuwat's trail at the International Criminal Court baed on two reasons, First, Anuwat's testimony have binding effect on the current arbitration proceeding. Second, The Circumstance of the case require a stay of the proceeding. Therefore, Arbitral Tribunal should not stay the present proceedings until the conclusion of Anuwat's trail at the International Criminal Court.

ISSUE III

The CCTA is not void because on two reasons, First, Radostan was not violated the peremptory norm. Second, Radostan did not violate the principle of the Non-Intervention. Thus, the CCTA is not void.

ISSUE IV

The termination of the CCTA by Coltana is invalid because Radostan did not committed the material breach under CCTA, and did not breach other International Conventions. And the notification of termination was not fulfilled. Therefore, the termination of the CCTA by Coltana is invalid in the event if issue III is decided in the negative.

PROCEDURAL

ISSUE I: WHETHER OLAF, AN AI-POWERED INTELLIGENT LAWYER CAN BE REMOVED AS THE ARBITRATION FOR LACK OF IMPARTIALITY

Olaf, an ai-powered intelligent lawyer must not be removed as the arbitrator

1. A common requirement in most arbitration rules is that an arbitrator must act with fairness and neutrality towards the parties and avoid any appearance of bias or partiality.[1] To ensure this, an arbitrator has an obligation to reveal any relevant facts or circumstances that may affect or be seen to affect his or her ability to act independently and impartially.[2]
2. Article 11 of the AIAC Rules sets out the grounds and procedure for challenging an arbitrator. According to this article, a party can challenge an arbitrator if a party aware of existing circumstances, or later becomes aware of a change of circumstances that give rise to justifiable doubt as to the arbitrator's impartiality or independence or indicates that the arbitrator does not possess any of the requisite qualifications which the parties agreed to.[3]
3. The Respondent respectfully submitted that Olaf must not be disqualified from the Arbitral Tribunal since the Claimant's claim is unsubstantiated allegations. And Olaf is independent and impartial.

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[1] *Findlay v. The United Kingdom*, ECHR, 1997

[2] *Findlay v. The United Kingdom*, ECHR, 1997; *See also*: H. Vitali and U. Anastasiya, Arbitrator's Impartiality and Independence

[3] Asian International Arbitration Centre (AIAC) Rule, 2021, Art 11

4. Thus, there are three major grounds: Olaf had already disclosed the relevant circumstances **[A]**; Olaf does possess the required qualification as per the agreement of the parties[4] **[B]**; and the reasonable third person test, test for arbitrator bias does not apply[5] **[C].**

A. Olaf already disclosed the relevant circumstances

5. An arbitrator has a duty to be fair and neutral towards the parties and to avoid any bias or favoritism.[6] This requires an arbitrator to reveal any relevant facts or circumstances that could influence or seem to influence his or her independence and impartiality.[7]

6. Pursuant to Article 10.2 of the AIAC Rules provided that "*An individual approached in connection with a possible appointment as an arbitrator shall be required to disclose any circumstances likely to give rise to justifiable doubts as to his impartiality or independence."*[8]

7. However, the IBA Guidelines, defined "General Standards", which establish the basic principles of impartiality and independence for an arbitrator and explain when a disclosure is required. These standards are essential to ensure that the arbitration process is fair and transparent and that the parties have confidence in the arbitrator's integrity and competence.[9]

8. Article 10.2 of the AIAC Rules requires *the arbitrator to disclose any relevant circumstances that may affect his or her impartiality or independence*. Olaf complied with this requirement by disclosing that was launched by Prime Minister Yodwicha[10], who is also an independent non-executive director of Oracle Corporation[11], a private company in Rodastan that owns and

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[4] Asian International Arbitration Centre (AIAC) Rule, 2021 Art 11.1(b)

[5] *Applicable Tests For Arbitrator Bias: Recent Practice In Select Common Law Jurisdictions* [Accessed 15 May 2023] available at https://arbitrationblog.kluwerarbitration.com/2022/11/24/applicable-tests-for-arbitrator-bias-recent-practice-in-select-common-law-jurisdictions/

[6] *Findlay v. The United Kingdom*, ECHR, 1997

[7] *Findlay v. The United Kingdom,* ECHR, 1997; *See also* H. Vitali and U. Anastasiya, Arbitrator's Impartiality and Independence

[8] Asian International Arbitration Centre (AIAC) Rule, 2021, Art 10.2

[9] IBA Guidelines on Conflicts of Interest in International Arbitration (IBA), Part 1, Detail 7

[10] *Fa*ct, pp.11, p.6

[11] *Clarification*, pp.4

manages Olaf.[12] Moreover, Olaf also disclosed that it has never arbitrated any matter involving both Radostan and Coltana. However, Olaf has acted as one of the mediators in a dispute between two investment holding companies in Coltana.[13] Therefore, there is no ground to challenge Olaf's appointment as the arbitrator in this case.

9. In a case of Halliburton Company (Appellant) v Chubb Bermuda Insurance Ltd, the Supreme Court's decision on the disclosure obligations of arbitrators in relation to potential conflicts of interest. The case concerned a dispute between Halliburton Company and Chubb Bermuda Insurance Limited, who had entered into an arbitration agreement after the Deepwater Horizon oil spill. Halliburton objected to the appointment of an arbitrator who had accepted other appointments involving Chubb and the same event, without notifying them. The Supreme Court upheld the decision of the lower courts to reject the challenge, but clarified that arbitrators are required to disclose any circumstances that might affect their independence or impartiality under English arbitration law.[14]

10. Thus, Olaf already disclosed the relevant circumstances which are seen to be impartial and independent.

B. Olaf does possess the required qualification as per the agreement of the parties

11. Pursuant to article 11(1)(b) of the AIAC Rules indicates that *"A party may challenge an arbitrator if a party is aware of existing circumstances or later become aware of a change in circumstances that indicate that the arbitrator does not possess the any of the requisite qualification which the parties agreed to"*.[15]

12. However, Olaf does possess the required qualification as per the agreement of the parties since;

[12] *Fact*, pp.12, p.6

[13] *Clarification*, pp.13.

[14] *Halliburton Company (Appellant) v Chubb Bermuda Insurance Ltd*, UKSC 2018/0100,

[15] Asian International Arbitration Centre (AIAC) Rule, 2021, Art 11(1)(b)

13. *Article 9(iii) of the CCTA provides the arbitrator shall:*[16]

(a) Be chosen strictly on the basis of objectivity, reliability, and sound judgment;

(b) Be independent of, and not be affiliated with or take instructions from, either Party;

(c) Not have dealt with the matter in any capacity; and

(d) Disclose to the Parties, information which may give rise to justifiable doubts as to their independence or impartiality.

1. Olaf has been affiliated with Claimant

14. Olaf has been affiliated with Coltana, since Olaf has not yet completed, Prime Minister Yodwicha invited President Lalan of Coltana to participate in the project through the CRMOU. Then it allowed Radostan to tap into knowledge of some of the world's top legal scholars, lawyers and judges as well as provided legal training from Coltana.[17]

15. The delegates from Coltana were chosen based on their experience and expertise. One of the delegates representing Coltana was its Solicitor General II, Shakuntala Vidhana Devi, who has represented Coltana in numerous international arbitrations.[18]

2. Olaf not have dealt with the matter of any parties

16. In the present fact, Olaf's previous experience as a mediator in Coltana and it does not affect his impartiality as an arbitrator in the current dispute between Radostan and Coltana. Also, Olaf has never dealt with any matter involving both parties before[19], and his mediation role was limited to a different context and subject matter. Olaf is committed to conducting the arbitration in a fair and professional manner, in accordance with the applicable rules and principles.

3. Olaf disclosed to the parties

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[16] Coltana-Radostan Counter Terrorism Agreement (CCTA), 2021 Art 9(iii)

[17] *Fact*, pp.11, p.6

[18] *Clarification*, pp 3.

[19] *Clarification*, pp.13.

17. Olaf complied with this requirement by disclosing that he was launched by Prime Minister Yodwicha[20], who is also an independent non-executive director of Oracle Corporation[21], a private company in Rodastan that owns and manages Olaf.[22]

18. Furthermore, Olaf also disclosed that Olaf has never arbitrated any matter involving both Radostan and Coltana. However, Olaf has acted as one of the mediators in a dispute between two investment holding companies in Coltana.[23]

C. The reasonable third parties test does not apply in the present case

19. The reasonable third-party test is a consideration by the professional accountant about whether the same conclusions would likely be reached by another party. Such consideration is made from the perspective of a reasonable third party, who weighs all the relevant facts and circumstances that the accountant knows, or could reasonably be expected to know, at the time the conclusions are made.[24]

20. In the present case, after Olaf provided legal advice and analysis, it attracted the attention of the international media and accused Olaf of being protective and defensive for Radostan.[25]

21. In the case of Meijer v. Georgia, the Claimant argues that the standard for disqualification under Article 57 is an objective standard, based on how a reasonable third party would evaluate established facts. The Claimant points out that Professor Sachs has a history of bias against Mr Meijer and his lawyers. The Chair disagrees with the Claimant's argument and finds that the objective test for disqualification under Article 57 is not met. The Chair believes that a

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[20] *Fact*, pp.11, p.6

[21] *Clarification*, pp 4.

[22] *Fact*, pp.12, p.6

[23] *Clarification*, pp.13.

[24] *The Reasonable and Informed Third Party*, Uli Schäckermann, Accessed 18 June 2023, available at https://www.linkedin.com/pulse/reasonable-informed-third-party-revisited-ulrich sch%C3%A4ckermann#:~:text=%E2%80%9CThe%20reasonable%20and%20informed%20third,be%20reached %20by%20another%20party.

[25] *Fact*, pp.13, p 6.

reasonable third party would not see any evidence of a manifest lack of independence and impartiality in Professor Sachs' conduct. Therefore, the Chair denies the Claimant's Request to Disqualify Prof. Dr. Klaus Sachs.[26]

22. Thus, the reasonable third parties test does not apply in the present case.

Alternatively, AI can be appointed as an Arbitrator, AI Arbitrator's independence

Under article I (2) and article V(1)(b) of the Convention on the Recognition and Enforcement of Arbitral Awards (the New York Convention) refers to the arbitrators but does not provide that the arbitrators must be human beings.[27]

An AI arbitrator can avoid the conflicts of interest and biases that may affect a human arbitrator. Therefore, ensuring the impartiality of an AI arbitrator is easier than that of a human arbitrator. This means that the challenges related to arbitrator independence are less relevant when using an AI arbitrator.[28] Firstly, the differences between machines and humans is that machines lack emotional attachments, conflicts, transactions, or affiliations. Machines do not have feelings, friends, enemies, debts, or memberships. They operate on logic and data, not on sentiments and biases.[29] One of the advantages of using AI as an arbitrator is that it does not have the same emotional limitations as a human. While some may argue that AI lacks the emotional intelligence a human arbitrator presumably

[26] *Meijer v Georgia*, (ICSID Case No: ARB/20/28)
[27] The New York Convention, supra note 196, Article I(2), Article V(1)(b)
[28] Gizem Halis Kasap, Can Artificial Intelligence ("AI") Replace Human Arbitrators? Technological Concerns and Legal Implications, 2021 J. Disp. Resol. (2021) Available at: https://scholarship.law.missouri.edu/jdr/vol2021/iss2/5
[29] NICK BOSTROM, SUPERINTELLIGENCE: PATHS, DANGERS, STRATEGIES 29 (2012); https://dorshon.com/wp-content/uploads/2017/05/superintelligence-paths-dangers-strategies-by-nick-bostrom.pdf

has, no AI arbitrator will ever be conflicted and will be free from external pressures when making decisions. This ensures that the arbitration process is fair, impartial and consistent.[30]

ISSUE II. THE ARBITRAL TRIBUNAL SHOUD BE STAY THE PRESENT PROCEEDING UNITIL THE CONCLUSION OF THE ANUWAT'S TRIAL AT THE INTERNATIONAL CRIMINAL COURT

23. The Respondent requested the Tribunal to stay the proceeding until the conclusion of Anuwat's trial at the International Criminal Court ("ICC"). The Respondent claimed that the termination of the Coltana-Radostan Counter-Terrorism Agreement ("CCTA") involves the allegation of wrongdoing committed by Ini-Tech Inc., Mr. Anuwat is a ley witness and his presence will be necessary in the AIAC proceeding.[31]

24. Consequently, the Claimant has failed to put forward a test for the Tribunal to consider, Claimant's positions that a stay of proceeding should be refused by two reason Mr. Anuwat's testimony is material to the outcome of the Tribunal's decision **[A**]. The Circumstance of the case require a stay of the proceeding **[B].**

A. Mr. Anuwat's testimony is material to the outcome of the tribunal's decision

25. A stay the proceeding is justified based on the significance of Mr. Anuwat's testimony regarding to the termination of the CCTA between Claimant and Respondent.[32] The Respondent assets that Mr. Anuwat is witness of fact in the current dispute.

26. In this regard, while the arbitration rule typically grants the arbitral tribunal its discretion concerning the manner of taking oral evidence of witness.[33] Art 9(1) of IBA stated that "*The*

[30] Thomas J. Buocz, Artificial Intelligence in Court: Legitimacy Problems of AI Assistance in the Judiciary, 2 RETSKRAFT - COPENHAGEN J. LEGAL STUD. 41, 44 (2018) Available at: https://static1.squarespace.com/static/59db92336f4ca35190c650a5/t/5ad9da5f70a6adf9d3ee842c/1524226655876/Artificial+Intelligence+in+Court.pdf
[31] *Fact*, pp.43, p.17
[32] *Fact*, pp.43, p.17
[33] UNCITRAL Notes on Organizing Arbitral Proceedings (2016), p.28

Arbitral Tribunal shall determine the admissibility, relevance, materiality and weight of evidence."[34]

27. Moreover, Art 3(10) of the IBA permits the tribunal to *"(i) request any Party to produce Documents, (ii) request any Party to use its best efforts to take or (iii) itself take, any step that it considers appropriate to obtain documents from any person or organization".*[35]

28. To express to the fact, Mr. Anuwat is the CEO of Ini-Tech Inc, a subsidiary of Radostan provided services to Coltana directly. Ini-Tech Inc, is responsible for designing, developing, selling, delivering, deploying, operating, and maintaining the software to Coltana.[36] Therefore, Mr. Anuwat's presence is very important before the Tribunal and only him can produce the all-necessary evidences as a ground to issue the award.

B. The circumstance of the case requires a stay of the proceeding

29. Contrary to Claimant's assertion, the circumstance of the case constitutes compelling reason to stay the proceeding.

30. Firstly, Denying the Respondent to stay the proceeding would violate its right to present its case. According to Art 13(1) of AIAC provided that *"The Arbitral Tribunal shall, after consulting the Parties, conduct the arbitration in such manner as it deems appropriate to ensure the fair, expeditious, economical and final resolution of the dispute, provided always that the Parties are treated with equality and are given a reasonable opportunity to present their case".*[37] A violate this right would risk the award would be set aside According to Art 5 of New York Convention stated that "*an award may be set aside if a party was not able to present its case".*[38] As Respondent would not be able to present its case, the award could be set aside.

[34] IBA Guidelines on Conflicts of Interest in International Arbitration (IBA), Art 9(1)
[35] IBA Guidelines on Conflicts of Interest in International Arbitration (IBA), Art 3(10)
[36] *Fact*, pp. 24, p.10
[37] Asian International Arbitration Centre (AIAC) Rule, 2021,Art 13(1)
[38] New York Convention, 1959, Art 5

31. Secondly, The Claimant argue that a stay of the proceeding would increase the cost and time spent for the proceeding, However, awaiting the conclusion of Mr. Anuwat's trial at ICC can rely on the result when rendering the award and the money and time normally spent on evidence production would be saved.

32. In the present case, a stage of the Mr. Anuwat has testified at ICC on 10 October 2022. At this stage is the final stage of the ICC's proceeding before Judges render the judgement. Thus, the Tribunal does not require to await this judgement a long time. Since a stage of the proceeding would not be spent increase cost and time.

ISSUE III. WHETHER THE CCTA IS VOID;

33. The CCTA shall not be void because the contents and object of the CCTA does not contradicts with both national and international laws. Responding to the Claimant's submission, the Respondent submits that 1) Radostan did not violate the principle of non-intervention, 2) principle of non-intervention is not a peremptory norm, and 3) the CCTA shall be governed by the Indian laws.

A. Radostan did not violate the principle of non-intervention

Principle of Non-intervention, a State may not intervene, including by cyber means, in the internal or external affairs of another State.[39] Additionally, all Members shall refrain in their international relations from the threat or use of force against the territorial integrity or political independence of any state, or in any other manner inconsistent with the Purposes of the United Nation.[40]

[39] Rule 66 of Tallinn Manual 2.0 on the international Law applicable to cyber operations, prepared by the International Groups of Experts at the Invitation of the NATO Cooperative Cyber Defence Centre of Excellence, p.312.
[40] Article 2(4) of UN charter.

In the present case, Radostan did not had gained access to the personal data of thousands of electorates Coltana through Ini-Tech's database as a former employee stated.[41] Actually, those a public statement of him is completely dishonest and malicious allegations to Radostan[42] because he had ever been worked there as rogue employee. That's why everything he said always make Radostan down.[43]Even the OBH party also denied this statement is false as well.[44] Therefore, the principle of non-intervention was not violated by Radostan.

B. Principle of non-intervention is not a peremptory norm

34. Even if the tribunal finds that Radostan violates the principle of non-intervention, the CCTA is not void because the principle of non-intervention is not a peremptory norm. Article 53 of the VCLT provides that "a peremptory norm of general international law is a norm accepted and recognized by the international community of States as a whole as a norm from which no derogation is permitted and which can be modified only by a subsequent norm of general international law having the same character."[45]

35. From this article, two requirements to be considered as a peremptory norm: 1) a norm accepted and recognized by the international community of States as a whole, 2) no derogation is permitted. In the present case, Radostan agrees that principle of non-intervention could be interpreted as a norm accepted and recognized by the international community of states as a whole. However, the

[41] Fact pp 30 p. 13.
[42] Fact pp 31, p. 13.
[43] Ibid.
[44] Fact pp 30, p. 13.
[45] Article 53 of the VCLT

principle of non-intervention is not a norm where no derogation is permitted. The principle of non-intervention could be derogated in case of the violation of human rights. For instance, in 2005, the General Assembly of the UN passed a Resolution (A/RES/63/308) to adopt the Responsibility to Protect which means if a state fails to protect its own people, the international community could intervene in the internal affairs of that state.

36. Therefore, due to the non-derogation character is not met, the principle of non-intervention could not be interpreted as a peremptory norm.

C. In addition, the CCTA shall be governed by Indian laws

37. Article 10 (1) of the CCTA stated that "The governing law of this Agreement and any other agreements made pursuant to this Agreement shall be Indian law." Also, paragraph 2 of the CCTA also clarifies that "The Vienna Convention on the Law of Treaties 1969 (VCLT) may apply to determine the appropriate interpretation of the provisions in this Agreement." With this regard, both parties clearly expressed that the VCLT is not a governing law on the CCTA. Therefore, the CCTA could not be avoid under the VCLT.

ISSUE IV. THE TERMINATION OF THE COLTANA-RADOSTAN COUNTER TERRORISM AGREEMENT (CCTA) BY COLTANA IS INVALID

A. Radostan did not commit the material breach under CCTA

38. Article 60 (3)(b) stipulated that "*a material breach of a treaty consists of the violation of a provision essential to the accomplishment of the object or purpose of the treaty"*.[46] However,

[46] Vienna Convention on the Law of Treaty (VCLT), 1969. Art 60(3)(b)

Article 60 paragraph 3 covers only cases in which the violation seriously jeopardizes the accomplishment of the treaty's objective or purpose. A minor violation of an essential provision will not often pose such a serious threat.[47]

39. As in case, the termination of Hungary to Czechoslovak party in ground of material breach become not justified, due to the court recall that the Republic of Hungary fail to meet its liabilities such a provisional project "Joint Construction Plan."[48]

40. In the present case, Radostan did not commit the material breach under CCTA due to it not fulfilling the requirements as a serious violation. Responding to claimant said, Cyber- attack is not so significant of agreement, it just subsequently object.[49] On the other hand, OnionRing was really able to identify and prevent several cyber-attacks to the country's overall security in Coltana.[50] Additionally, Coltana own self was negligent and failed to comply with the agreement under CCTA.[51]

B. Radostan didn't breach other international convention

41. Article 19(3) of ICCPR stated that the *"right to freedom of expression shall be permission but also need to pursue rights or reputations of others as well"*.[52] Radostan did not violate the rights or reputation of Coltana. All detected information, Radostan discovered clearly from various speculation and it is true news.[53]

[47] Commentary, Vienna Convention on the Law of Treaty, Oliver Dorr Kirsten Schmalenbach editors, pp.32, p 1032, *See also* UN Chapter, Art 25

[48] Reports of judgements, Advisory opinions and order, case concerning the Gabčíkovo-Nagymaros Project (Hungary/ Slovakia) 1977, p 44.

[49] *Fact*, pp. 24, p.10.

[50] Fact, pp. 27, p.12.

[51] *Fact*, pp.44, p 17.

[52] International Covenant on Civil and Political Right, 1976, Art 19 (3)

[53] *Fact*, pp.39, p.16.

C. The Notification of the terminate by Coltana is failed

42. Article 56 (2) of VCLT stated that *"a party shall give not less than 12 months' notice of its intention to denounce or withdraw from a treaty".*[54] Additionally, the 12 months' notice period applies only when the relevant treaty contains no provision regarding its termination.[55]

43. In the present case, CCTA did not make a provision regarding termination of agreement. So, Coltana must comply with this governing law. Moreover, Coltana did not give the notice of termination as within VCLT 1969. [56]

44. Therefore, the termination of CCTA by Coltana is invalid.

PRAYER OF RELIEF

In light of the submission above, counsel for Respondent respectfully invites the Tribunal to declare that:

A. Olaf must not be removed as the arbitrator for lack of impartiality;

B. Arbitral Tribunal should stay the present proceedings until the conclusion of Anuwat's trail at the International Criminal Court;

C. The CCTA is not void;

D. In the event, issue III is decided in the negative, the termination of the CCTA by Coltana is not valid.

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[54] Vienna Convention on the Law of Treaty (VCLT), 1969, Art 56 (2)

[55] Commentary Vienna Convention on the Law of Treaty (VCLT), 1969, Oliver Dorr, Kisrsten Schma Leabach Art 56, p. 985.

[56] *Fact*, pp. 25, p.10.