



CALL FOR CANDIDATES 03/GEARB UFSC/2020

**UFSC TEAM SELECTIVE PROCESS FOR THE
28th WILLEM C. VIS INTERNATIONAL COMMERCIAL ARBITRATION MOOT**

WRITING TEST

Candidate's Uni registration: _____

It is a cold rainy night in your office. You are preparing to leave and go home as most colleagues have already done when the doorbell rings. It is one of the firm's most important clients seeking your guidance on a Notice of Arbitration he had received earlier that day. Your client - Comestibles Finos (Claimant) - is a Supermarket based in Equatoriana and the Respondent is its supplier - Delicately Whole Foods, based in Mediterraneo.

Among the documents your client brought you find the main contract Parties had signed, regarding the purchase of wine bottles in the amount of U\$ 850.000,00. The contract contains an arbitration clause that states:

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules without the involvement of any arbitral institution. The number of arbitrators shall be three, one to be appointed by each party and the presiding arbitrator to be appointed by the party-appointed arbitrators. The place of arbitration shall be Vindobona, Danubia. The arbitration proceedings shall be conducted in English.

As an attorney you are posed the following questions: (a) What type of arbitration is this? (b) In what sense may the Danubian law be applied in the arbitration proceedings considering that Danubia has adopted the UNCITRAL Model Law on International Commercial Arbitration? (c) Considering the Parties are based in different countries, what is the importance of the New York Convention?

Note that Equatoriana, Mediterraneo and Danubia are all signatories of the New York Convention.

Your arguments can be supported by the New York Convention and the UNCITRAL Model Law.

You have 30 lines to develop your answers.