

### **Corrections to moot question**

1. Page 4, last line: replace “2005” with “2015”.
2. Page 9, Article 5(3), first line: delete the phrase “, *in the situations referred to in paragraph 4,*”.

**NOTE:** Participants are to submit memorials of BOTH Respondent and Claimant. The word limit for EACH memorial is 8,000 words (8,000 for Respondent and 8,000 for Claimant); this is also inclusive of the citations and footnotes.

### **Responses to clarifications**

<b><u>Clarification</u></b>	<b><u>Responses</u></b>
The moot proposition has not specifically provided as to the laws of Vertland and Sanphancisco are <i>pari materia</i> to which country?	These facts are not necessary for the moot.
Please mention the substances of the V-M Agreement	These are not necessary for the moot.
Please provide the complete BIT articles	These are not necessary for the moot.
Please provide the complete lease agreement & the commercial reasons as reason to terminate	These are not necessary for the moot.
Since the EZKar officially invested in Vertland in 2007, does the restrictive tax regulations effect EZKar-Vert?	The facts are as stated in the question and the correction.
What are the nationality laws of Azuria?	These are not necessary for the moot.
What is the Vertese domestic law regarding property, including lease and deposits?	These are not necessary for the moot.
Does Vertland conclude the BITs with other countries? And if so, is it the same standard of treatment that it is given to those countries?	These facts are not necessary for the moot.
Does the BIT determine the nationality of EZkar-Vert by the law of incorporation or the law of domicile?	The facts are as stated in the question.

<b><u>Clarification</u></b>	<b><u>Responses</u></b>
1. The country (location) in which the following treaties are entered (signed) into; <input type="checkbox"/> bilateral treaty <input type="checkbox"/> The country in which Nick Travishka signs to buy 49% of EZKar -Vert	These facts are not necessary for the moot.
What is the Constitutional jurisdiction of the two states i.e. (Vertland & Sanphansisco)	These facts are not necessary for the moot.
What are the claims relating the jurisdiction of the arbitral Tribunal	The facts are as stated in the question.
Is EzKar (i.e. the foreign holding company), EzKar-Vert (i.e. the domestic subsidiary) or both EzKar and EzKar-Vert bringing claims before the arbitral tribunal?	The facts are as stated in the question.
Are there any investigation or prosecution from the government of Vertland towards the taxi drivers caused damage to the local headquarter?	These facts are not necessary for the moot.
As per section 17 of the moot court case we would like to clarify relevant clauses in the lease agreement which the Vertese Government utilized to justify the breach of agreement	These facts are not necessary for the moot.
As per section 10 of the moot court case we would like to clarify the specific 'local licensing and safety laws' that EZKar-Vert was exempted from.	The facts are as stated in the question.
As per section 18 - Would like to clarify if the said driver was providing services on the EZKar-vert system at the time of the accident or if he was on a private ride?	The facts are as stated in the question.
In paragraph 4, "EZKar-Vert and Vertland-Move ("V-M"), Vertland's state-owned entity entrusted with the regulation of public transportation within Vertland, entered into an agreement ("V-M Agreement") and exempted Ezkar-Vert from relevant licensing and safety laws otherwise applicable to public transport" Please mention the requirements that were implemented to local taxis but not to Ezkar-vert.	The facts are as stated in the question.

<b><u>Clarification</u></b>	<b><u>Responses</u></b>
<p>BIT is not clear , Such examples ;</p> <p><input type="checkbox"/> in article 5 stated that “ If an investor of a Party, in the situations referred to in paragraph 4, suffers a loss in the territory of the other Party resulting from ... “ where is the paragraph 4?</p> <p><input type="checkbox"/> Dispute settlement Clause was not mentioned</p>	<p>The facts are as stated in the question and the corrections.</p> <p>Participants are to assume that the arbitration is an <i>ad hoc</i> arbitration and the parties have agreed for it to be conducted pursuant to the UNCITRAL Arbitration Rules (as revised in 2010).</p>
<p>Paragraph 17 stated that “ Separately, in 2011, EZKar-Vert was sourcing for a new office to accommodate its local operations. It found office premises at a commercial development owned by the Vertese Government, and entered into a lease agreement directly with the Vertese Government. Subsequently, due to various commercial reasons, the Vertese Government terminated the lease agreement. This was permitted under the lease agreement, except that, in breach of the lease agreement, the Vertese Government refused to return the deposit that EZKar-Vert had placed with it. This deposit amount was for the sum of \$75,000.00, equivalent to three months rental” does this imply that termination due to commercial reason is allowed with the terms to return the deposit?</p>	<p>The facts are as stated in the question.</p>
<p>Please provide annexes related with Ezkarvert, Vertland, and Vertland-Move such as :</p> <p>(1) Email ,(2) Procedural order specified with claims agreed by parties (3) deed or decree of general meeting of shareholders</p>	<p>These facts are not necessary for the moot.</p>
<p>What are the prayers for relief of the Moot Problem?</p>	<p>The facts are as stated in the question.</p>
<p>Does Vertland have diplomatic relations with Azuria?</p>	<p>The facts are as stated in the question.</p>
<p>Are there any investment treaties relating to prohibition of transaction or endowment of benefits between Vertland and Azuria?</p>	<p>The facts are as stated in the question.</p>
<p>Does Nick Traviska own any business in Sanphransisco?</p>	<p>These facts are not necessary for the moot.</p>

<b><u>Clarification</u></b>	<b><u>Responses</u></b>
Was Nick Traviska an owner of EZKar-Vert?	These facts are not necessary for the moot.
What are the issues submitted for arbitration? Is jurisdiction of the ICC part of the issues? Are the teams supposed to submit their own perceived issues?	The facts are as stated in the question.
Does Article 5 .3 of the Investment treaty mean to say article 4 instead of paragraph 4? Where is paragraph 4?	The facts are as stated in the question and the corrections.
Is there a positive act necessary on the part of Traviska before he can acquire Vertese citizenship? Or does the Vertese government unilaterally categorizes him as Vertese?	The facts are as stated in the question and the corrections.
How are the diplomatic relations between Azuria and Vertland?	These facts are not necessary for the moot.
Is Respondent representing Vertland Move as a separate juridical entity?	The facts are as stated in the question.
What is the political structure of Vertland?	These facts are not necessary for the moot.
What is the conversion rate of the Vertese Dollar?	These facts are not necessary for the moot.
In par 17, was EZKar able to actually occupy the leased building or was it terminated prior to occupation?	The facts are as stated in the question.
With respect to the Trunk PH Law's prohibition on the use of geolocation software by private-hire vehicles in paragraph 14(c), are taxis allowed to use geolocation software to acquire customers?	The facts are as stated in the question.
With respect to paragraph 16, which states that "it was estimated that use of taxis or private car services decreased by 7% in the course of 2015", did the use of taxis and private car services each decrease by 7% or did the total use of taxis and private car services decrease by 7%?	The facts are as stated in the question.
Which type of stakes does Traviska hold?	These facts are not necessary for the moot.
When did Traviska purchase EZkar-Vert's stakes?	These facts are not necessary for the moot.

<u><b>Clarification</b></u>	<u><b>Responses</b></u>
What is the exact date that EZkar seeks redress against Vertland?	These facts are not necessary for the moot.
What does the phrase ‘EZkar found it no longer viable ...’ mean?	The facts are as stated in the question.
Are there any referral relating to Trunk’s tax policy to the tax authorities?	The facts are as stated in the question.
What is the atmospheric condition in Vertland?	The facts are as stated in the question.
Does the government of Vertland hold the shares in the local taxi companies?	These facts are not necessary for the moot.
How far is it from the police station to the office of the EZkar-Vert?	These facts are not necessary for the moot.
Does the government of Vertland recognize the nationality of Traviska?	The facts are as stated in the question.
How does the private ride-hailing company work (by the application or meter)?	The facts are as stated in the question.
Is ‘the relevant license’ mentioned in para.4 identical to the licenses stated in <b>para.18</b>	The facts are as stated in the question.
What is the requirement for not being subject to the local licensing and safety laws regulating the taxi industry?	The facts are as stated in the question.
What is ‘the necessary licenses’ referred to?	The facts are as stated in the question.
Do the drivers of the EZkar-Vert have to comply with the safety law relating to the legal age for obtaining the driving license?	The facts are as stated in the question.