



## Willem C. Vis International Commercial Arbitration Moot Court

The University of Innsbruck was founded in 1669 and is one of Austria's oldest universities. Today, with over 28.000 students and 5.000 staff, it is western Austria's largest institution of higher education and research.

# What is a Moot Court?

A simulation of court proceedings for you to practice theoretical knowledge on a (real) case. Through written and oral submissions you improve legal research, writing and advocacy skills.

<https://www.uibk.ac.at/rewi/moot-courts/>

- ✓ Insight into legal practice.
- ✓ Cooperation with law firms.
- ✓ Build you network.
- ✓ Develop your own arguments.
- ✓ Write a legal submission (Schriftsatz).
- ✓ Fun application of theoretical knowledge.

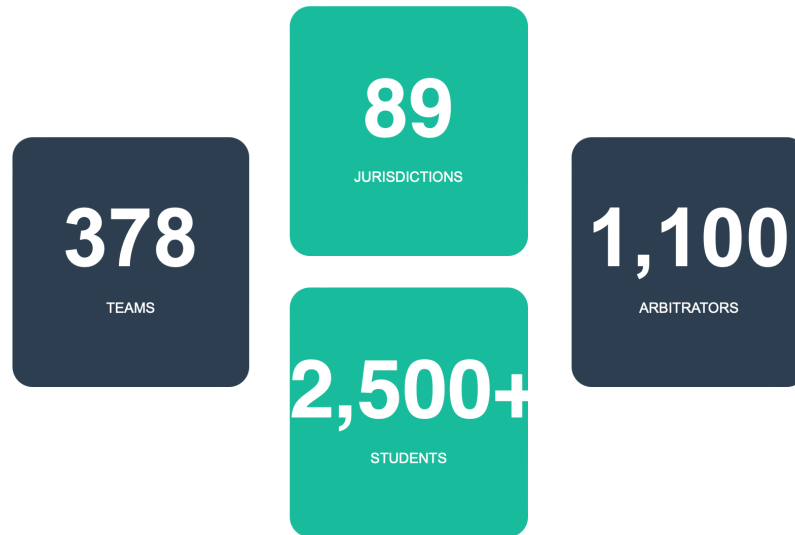
Mooting: What it is and why take part? (Oxford Law School) <https://www.law.ox.ac.uk/mooting-what-is-it-and-why-take-part/mooting-what-it-and-why-take-part>

Scott / Soirila, The Politics of the Moot Court, *European Journal of International Law*, Volume 32, Issue 3, August 2021, Pages 1079-1106 <https://academic.oup.com/ejil/article/32/3/1079/6403513>

Moot Court Zivilrecht Innsbruck 2019 Video: <https://fb.watch/r6lpj39Dyz/>

# “The Olympics of the Moot Courts“

## THE 30TH VIS MOOT IN NUMBERS



As counsel, you argue on behalf of your client in written submissions and oral pleadings during simulated arbitration proceedings on

**issues of international contract law**

and

**procedural issues of international arbitration**

before a tribunal of professionals and scholars against fellow students.

# The VIS timeline



ANNUAL WILLEM C. VIS  
INTERNATIONAL COMMERCIAL  
ARBITRATION MOOT

## THE PROBLEM

Thirtieth Annual Willem C. Vis  
International Commercial Arbitration Moot



## Preparation

1. The Problem
2. Clarifications

## Written Phase

1. Memorandum for Claimant
2. Memorandum for Respondent

## Oral Phase

1. Pre-Moots
2. Vis Moot Week Vienna

September

October

January

April





ANNUAL WILLEM C. VIS  
INTERNATIONAL COMMERCIAL  
ARBITRATION MOOT

## THE PROBLEM

### Thirtieth Annual Willem C. Vis International Commercial Arbitration Moot

Vienna, Austria  
2022/2023

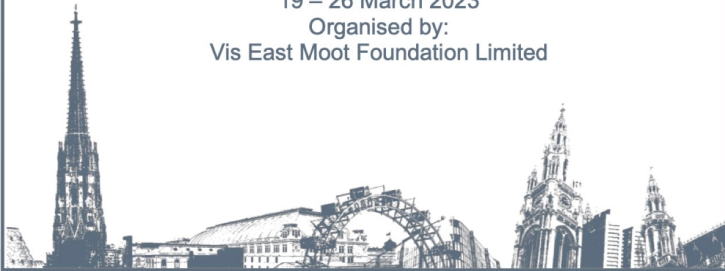
Oral Hearings  
31 March – 6 April 2023

Organised by:  
Association for the Organisation and Promotion of the  
Willem C. Vis International Commercial Arbitration Moot

and

Twentieth Annual Willem C. Vis (East)  
International Commercial Arbitration Moot  
Hong Kong

Oral Arguments  
19 – 26 March 2023  
Organised by:  
Vis East Moot Foundation Limited



### PROCEDURAL ORDER NO. 1 of 7 October 2022

in the Arbitral Proceedings  
PCA Case No. 2022-76:

- I. Following the receipt of the file from the Permanent Court of Arbitration the Tribunal held a videoconference with both Parties on 6 October 2022 to discuss the further conduct of the proceedings.
- II. The Arbitral Tribunal takes note of the fact that in the videoconference of 6 October 2022 both Parties agreed:
- to conduct the proceedings in good faith – without any prejudice to the bifurcation request – in accordance with the procedural timetable set forth below;
  - to limit the first phase of the Arbitration to questions listed below addressing the Arbitral Tribunal's jurisdiction, Respondent's stay application, questions as to the applicable law, and the avoidance of the Agreement.
- III. In light of these agreements and considerations, the Arbitral Tribunal hereby makes the following orders:
1. In their next submissions and at the Hearing the Parties shall address the following issues:
- a. Does the Arbitral Tribunal have jurisdiction to hear the dispute?
  - b. If the Tribunal's jurisdiction can be established should the proceedings be stayed until the investigations against Mr. Field have been concluded or, alternatively, bifurcated?
  - c. Is the Purchase and Supply Agreement governed by the CISG?
  - d. In case the Purchase and Supply Agreement is governed by the CISG, can Respondent rely on Art. 3.2.5 of the International Commercial Contract Act of Equatoriana to avoid the contract as stated in its letter of 30 May 2022 or is Claimant correct that this is excluded in light of the facts invoked?
- The Arbitral Tribunal is aware that the various questions are closely connected to each other. Thus, the Parties are free to decide in which order they address the various issues. **No further** questions going to the merits of the claims should be addressed at this stage of the proceedings, in particular no questions relating to the prayer for relief or further issues.
2. Pursuant to Arts. 17(2), 20, and 21 of the PCA Rules, written submissions are to be made in accordance with the Rules of the Moot agreed upon at the videoconference. For their submissions the following Procedural Timetable applies:
- Claimant's Statement of Claim: no later than 8 December 2022;  
Respondent's Statement of Defence: no later than 26 January 2023.

3. It is undisputed between the Parties that

- Equatoriana, Mediterraneo and Danubia are Contracting States of the CISG;
- Equatoriana is a common law country and has based its International Commercial Contract Act on the UNIDROIT Principles on International Commercial Contracts;
- all three countries are Contracting Parties to the 1899 and 1907 Hague Conventions (the PCA's founding conventions);
- all three countries are Contracting Parties to the United Nations Convention against Corruption;
- all three countries are Member States of the New York Convention, and their national arbitration law is a verbatim adoption of the UNCITRAL Model Law on International Commercial Arbitration with the 2006 amendments.

4. In the event Parties need further information, Requests for Clarification must be made in accordance with para. 29 of the Rules of the Moot no later than 28 October 2022 via their online party (team) account. No team is allowed to submit more than ten questions. Where an institution is participating in both Hong Kong and Vienna, the Hong Kong team should submit its questions together with those of the team participating in Vienna via the latter's account on the Vis website.

Clarifications must be categorized as follows:

- (1) Questions relating to the Claimant and its business;
- (2) Questions relating to the Respondent and its business;
- (3) Questions relating to the two UAVs;
- (4) Questions relating to the arbitration clause and the consent requirement;
- (5) Questions related to the conclusion of the Agreement;
- (6) Questions relating to the corruption allegations and the charges brought against Mr. Field;
- (7) Questions relating to the misrepresentation allegations;
- (8) Questions concerning the applicable laws and rules;
- (9) Other questions.

IV. Pursuant to Art. 28 (1) of the PCA Rules, both Parties are invited to attend the Hearing scheduled for 31 March to 6 April 2023, in Vindobona, Danubia.

Vindobona, 7 October 2022

  
Dr. Michael Carel Asser, Presiding Arbitrator



# Writing the Memoranda

TWENTY-NINTH ANNUAL  
WILLEM C. VIS INTERNATIONAL COMMERCIAL ARBITRATION MOOT  
VIENNA, AUSTRIA – 9 APRIL TO 14 APRIL 2022

## MEMORANDUM FOR CLAIMANT



UNIVERSITY OF INNSBRUCK

Ref.: AIAC / INT / ADM-123-2021

ON BEHALF OF:

ElGuP plc  
156 Dendé Avenue  
Capital City  
Mediterraneo

CLAIMANT

AGAINST:

JAJA Biofuel Ltd  
9601 Rudolf Diesel Street  
Oceanside  
Equatoriana

RESPONDENT

FABIAN ABFALTER - KATHARINA GÄCHTER - LUKAS JÄGER - MATTHIAS L. KRIVDIĆ  
ALEKSANDRA MARKOVIĆ - KATHARINA STÖBICH

## Understand the case.

Read the case file, then read it again.  
Identify the legal issues and relevant facts.

## Create a timeline and set deadlines.

What happened when? Who was involved  
and how? When is each draft due?

## Start your research.

Literature, case law, legal theory etc.

## Develop a basic structure.

Structure the issues for merits and  
procedure, what are you arguing for?

## Start writing!

UNIVERSITY OF INNSBRUCK



MEMORANDUM FOR CLAIMANT

## PART III: Conclusion and requests

- 141 In conclusion, the tribunal's jurisdiction is preserved irrespective of the law of Mediterraneo including the CISG or Danubia being chosen to be applicable to the contract and arbitration agreement, but parties' choices of law should be respected, serving the pre visibility of proceedings characteristics and justifying their preference to submit to arbitration.
- 142 RESPONDENT's willingness to be bound in addition to sufficient definiteness of the offer can be ascertained under several circumstances. Due to Ms Bupati's established business practice and employment, RESPONDENT was aware of the GC's content at the time of their order, equally so if the tribunal were to find the contract to have been concluded at a later time.
- 143 The doctrine of severability then empowers the tribunal to uphold parties' implicit choice of law of Danubia to govern the arbitration agreement, but the arbitration agreements validity and valid formation perseveres by either submission.
- 144 In view of the above, **CLAIMANT respectfully requests** the honourable tribunal to affirm
- I. the consensual submission of the substantial contract to the law of Mediterraneo including the CISG,
  - II. the law of Danubia's applicability to parties' arbitral agreement, and
  - III. its proper jurisdiction derived from parties's agreement to arbitrate.
- 145 CLAIMANT reserves the right to amend its requests as may be necessary.

October

December

# Writing the Memoranda

TWENTY-NINTH ANNUAL  
WILLEM C. VIS INTERNATIONAL COMMERCIAL ARBITRATION MOOT  
VIENNA, AUSTRIA — 9 APRIL TO 14 APRIL 2022

## MEMORANDUM FOR RESPONDENT



UNIVERSITY OF INNSBRUCK

Ref.: AIAC / INT / ADM-123-2021

ON BEHALF OF:

JAJA Biofuel Ltd  
9601 Rudolf Diesel Street  
Oceanside  
Equitoriana

RESPONDENT

AGAINST:

ElGuP plc  
156 Dendé Avenue  
Capital City  
Mediterraneo

CLAIMANT

FABIAN ABFALTER - KATHARINA GÄCHTER - LUKAS JÄGER - MATTHIAS L. KRIVDIĆ  
ALEKSANDRA MARKOVIĆ - KATHARINA STÖBICH

### Read the problem (again) from Respondent's perspective.

You know Claimant's arguments by heart – now argue against them.

### Analyse and respond to the opponent's memorandum.

What are their arguments, sources and references? What is their strategy and reasoning?

### Create a timeline, set deadlines, refine your research and develop a structure.

You know the process, now argue for Respondent.

Start writing!

UNIVERSITY OF INNSBRUCK  MEMORANDUM FOR RESPONDENT

## CONCLUSION AND REQUESTS

- 152 Despite either Parties earnest intention, they could not agree on a mutually acceptable manner of dispute resolution and hence not conclude a contract for the sale and delivery of RSPO-certified palm oil. RESPONDENT has voiced its objections to arbitration as the DRM proposed by CLAIMANT from the very start of negotiations, preventing any consensus being established on the conditions of the business transaction.
- 153 Even if the tribunal were to find that a contract had been concluded between the Parties, the arbitration agreement would not have been incorporated into said contract for lack of incorporation of CLAIMANT's GC as they were not made available to RESPONDENT and for lack of RESPONDENT's awareness of the individual clause containing the arbitration agreement.
- 154 The arbitral tribunal is empowered to examine the Parties potential arbitration agreement under the law of Mediterraneo including the CISG as the presumably applicable law, however, as the agreement has never been validly concluded in neither formation nor form, it shall subsequently refer the dispute to national arbitration.
- 155 In view of the above, **RESPONDENT respectfully requests** the honourable tribunal to affirm
- I. the consensual presumptive submission of both the substantial contract and arbitral agreement to the law of Mediterraneo including the CISG,
  - II. the lack of Parties' consensus to conclude either agreement, and
  - III. thereof resulting jurisdiction of the national courts of Equatoriana.
- 156 RESPONDENT reserves the right to amend its requests as may be necessary.

December

January



# Structure of the Hearings

## 14 + 1 Minutes

The standard agreement is a 14 minute oral argument plus 1 minute rebuttal.

## Questions

The tribunal may ask questions at any point during your argument – be alert, answer precisely and convincingly.

## Responsiveness.

Be responsive to the arguments raised by opposing counsel.

## 3 arbitrators

Each tribunal consists of three expert practitioners and scholars evaluating your performance and providing feedback.



## 2 oralists

For both Claimant and Respondent, two members of each team present the oral arguments.



# Pre-Moots 2022

## ICC Paris

McGill University, Canada

Université de Liège, Belgium

University of Colorado, Canada

Pristhina University, Kosovo

## Belgrade

Warsaw University, Poland

Esade Law School, Spain

London School of Economics (LSE), UK

Universität Bern, Switzerland



February

April



# Pre-Moots 2023

**Fordham New York**

Test Pleading @Handelskammer Bozen

University Bern @ Marxer & Partner Vaduz

**Freshfields Vienna**

**All Munich Rounds**

**White & Case Brussels**



February

April



# VIS Moot Week Vienna

## 4+ Hearings

Assessment: Organisation & Preparation, Knowledge of the Facts & Law, General Presentation Skills, Questions & Time Limits, Rebuttal & Responsiveness

## Official Events

Opening & Closing Ceremonies, Announcement of top 64 teams

## Social Events & Networking

Law Firm Receptions, Lectures & Keynotes, Panel Discussions, Debates, Dachgeschoss Meeting Area, ReWi Wien, Mootie Bar, Parties, ...



11 April 2025

April 17, 2025

# 32<sup>nd</sup> Willem C. Vis International Commercial Arbitration Moot Court @University of Innsbruck

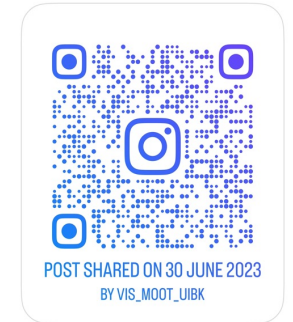
## APPLY NOW

Send your Application to [vismoot-ReWi@uibk.ac.at](mailto:vismoot-ReWi@uibk.ac.at) (Subject: Vis Moot 2025 Application) including your CV, letter of motivation and academic transcript.

### Why YOU should participate:

It is an exciting and unique experience in many regards.

- ✓ You learn to work with case files.
- ✓ You enhance your legal drafting skills.
- ✓ You gain access to a network of peers.
- ✓ You engage with high-profile arbitrators.
- ✓ You will have a lot of fun.



now

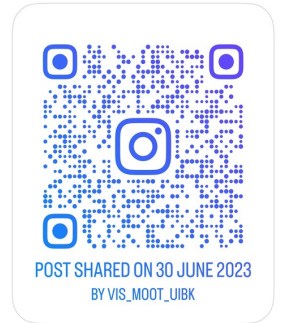
Applications are accepted on a rolling basis.



# 32<sup>nd</sup> Willem C. Vis International Commercial Arbitration Moot Court @University of Innsbruck

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*"The Vis Moot provides an excellent environment for young students to prepare for legal practice. The exchange with other students from all over the world is refreshing and enriching. 10/10 would do it again."*

*- Matteo Ciampa, Mootie 2020/21*



now

**Applications are accepted on a rolling basis.**

