



**2<sup>nd</sup> ANNUAL WILLEM C. VIS**  
**MIDDLE EAST INTERNATIONAL COMMERCIAL ARBITRATION PRE-MOOT**  
**February 29 – March 1, 2012**  
**Muscat, Oman**

**Sample Arbitrator Questions**

Please do not restrict yourself to these questions; they are meant only as an example of typical questions you may encounter during the oral argument portion of the Vis Moot and should be only a starting point for your questioning of the teams.

**Procedural Law Questions**

1. What authority does the arbitral tribunal have to determine who should represent the parties in this case?
2. Why is the challenge to Dr. Mercado and not the Presiding Arbitrator?
3. What CIETAC rule has been violated by Dr. Mercado's involvement in the case?
4. If this Tribunal has the authority to remove Dr. Mercado, what facts merit her removal?
5. What are the implications under the New York Convention if Dr. Mercado is allowed to continue in her present role?
6. If the tribunal were to determine that they had jurisdiction to decide Dr. Mercado's ability to serve as counsel for Elite, would there be any threat to enforcement of the award? Why and under what authority?
7. Allowing the Tribunal to determine whether Dr. Mercado can serve as counsel would essentially require the President Arbitrator to render a decision as to his own ability to be impartial under the circumstances. Is this proper? What is the authority for such an approach?

**Substantive Law Questions**

1. What was the impediment in this case?
2. When High Performance found itself with an unexpectedly limited amount of inventory or stock with which to fulfill its contractual obligations, what is it legally required to do?
3. What should Equatoriana Control Systems have done when it found out there was a limited supply of chips? What should Specialty Devices have done?
4. Who bore the risk of non-performance in this case?
5. Can this Tribunal consider the contract for the substitute yacht as part of the damages where one of the parties to that contract was convicted of bribery?
6. How do we determine whether Specialty Devices should be considered a "third party" for purposes of CISG Article 79(2)?
7. Are "success fees" common within the trade?
8. If the payment was considered a bribe under the law of Pacifica, why should the tribunal take that into consideration for damages when Pacifica law is not the law of the seat of arbitration?