



**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

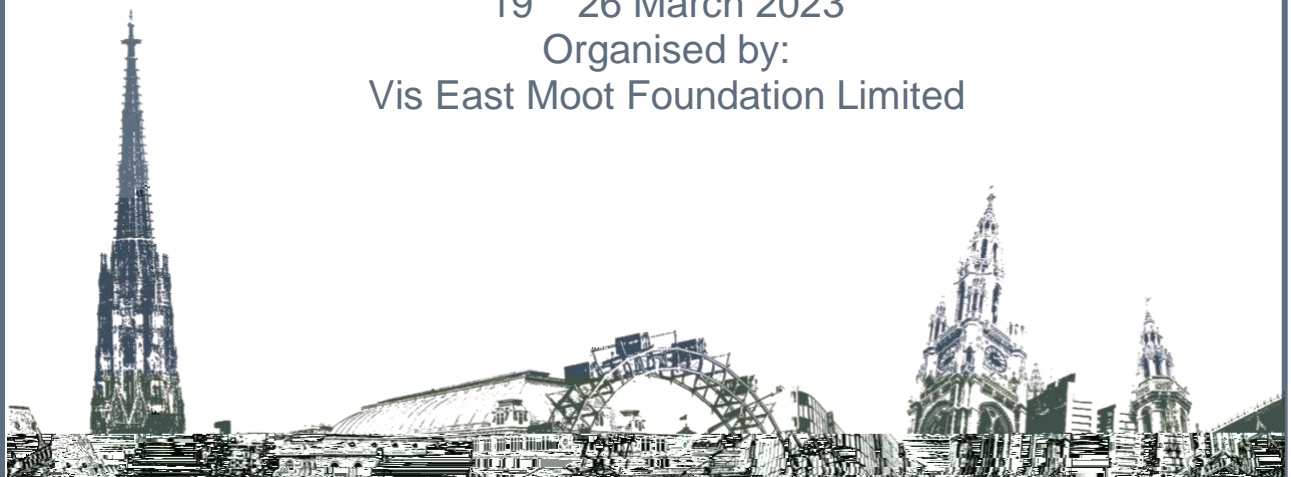
Organised by:
Association for the Organisation and Promotion of the
Willem C. Vis International Commercial Arbitration Moot

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



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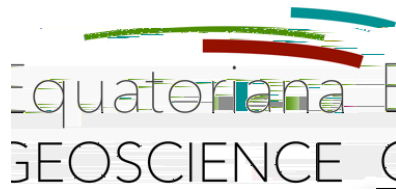
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We are inviting interested Parties to submit their offers in line with the conditions set out in greater details below until 30 April 2020. Offers must be submitted by using the templates provided for this tender which can be downloaded for the website of Equatoriana Geoscience at: www.equatoriana-geoscience.eq/procurement.

Only offers which have been submitted electronically until the deadline and in accordance with the detailed conditions described in this Call for Tender as well as with Equatoriana's Law No. 23978 (Public Tender Act) will be considered. Further negotiations will be conducted with the two bidders which have submitted the most attractive bids taking into account the criteria set out in Annex A to this Call for Tender.

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PURCHASE AND SUPPLY AGREEMENT

Whereas

Whereas

Whereas

Whereas

Whereas

Whereas

Article 3: BUYER'S OBLIGATIONS

Article 4: PURCHASE PRICE

Article 16: ACCEPTANCE TEST

Article 17: LIQUIDATED DAMAGES and LIMITATION OF LIABILITIES

Article 18: TERMINATION FOR CAUSE



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KESTREL EYE 2010 Unmanned Air Vehicle

GENERAL PRODUCT INFORMATION

Drone Eye plc | 1899 Peace Avenue, Capital City, Mediterraneo

DESCRIPTION

The Drone Eye Kestrel Eye 2010 Unmanned Air Vehicle (UAV) combines a main and tail rotor design with a modular carbon-fibre fuselage. It is remotely controlled via radio with an integrated GPS navigation system. Its state-of-the-art design enables it for flexible operations.

GENERAL TECHNICAL DATA

Dimensions and weight

Overall length:	6,300 mm
Height:	2,350 mm
Main Rotor Diameter:	7,550 mm
Tail Rotor Diameter:	50 mm
Capacity (payload):	245 kg
Maximum Takeoff Weight:	1,100 kg
Ground Clearance:	35 mm

Location of the Payload Bays

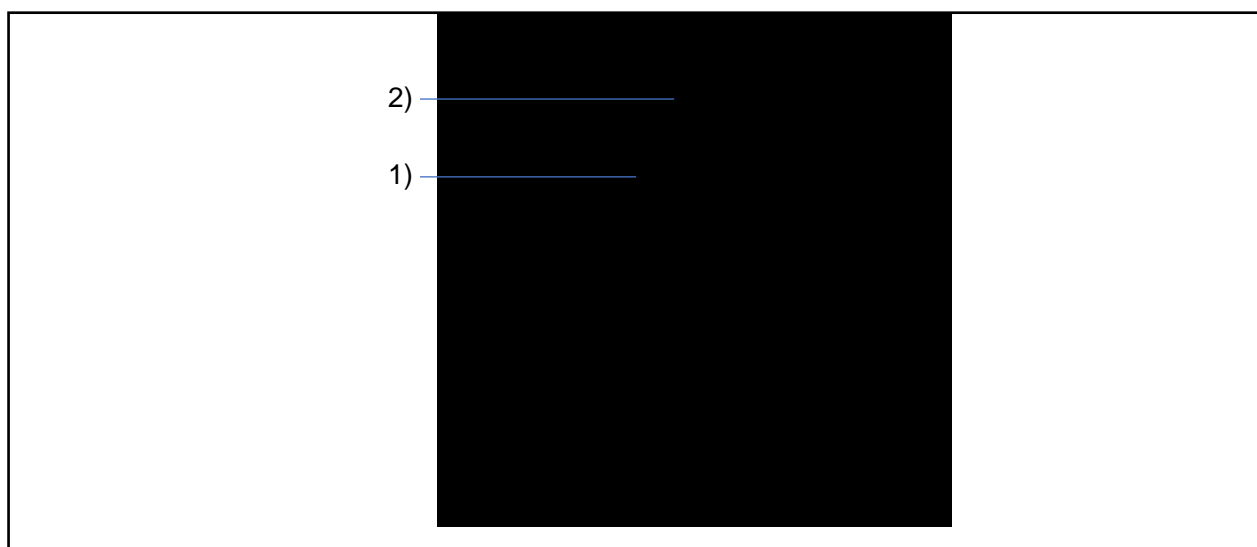
- 1) One Central Payload Bay in the middle of the fuselage
- 2) One Front Payload Bay in the front of the nose fuselage (*optional*)

Engine and fuel

Type:	Turboshaft
Power:	286 KW / 389 HP
Fuel type:	JP-4
Weight (dry):	58 kg

Performance

Endurance (max.):	13 hours
Service ceiling:	6000 m
Speed (max.):	250 km/h
Dispatch reliability:	89 %
Maintenance interval:	100 hours
Communication link:	Radio





From: Wilhelmina Queen <w.queen@equatoriana-geoscience.eq>
Sent: 27 December 2021, 8:25 am
To: William Cremer <william.cremer@drone-eye.me>
Cc: MoNRaD <minister@monrad.eq>
Re: Contract Moratorium

Dear Mr. Cremer,

I herewith inform you that following the discovery of a major corruption scheme involving the award of public work contracts under the Northern Part Development Program, the Minister of Natural Resources and Development has declared a moratorium on the performance of all contracts awarded in the context of the Program.

That moratorium also relates to your contract concluded with Equatoriana Geoscience. We herewith request you to immediately stop performance of the contract until further notice and to cooperate with us in the investigation of the corruption scheme.

Please be warned that no further payments under the contract will be made or authorized, and that Equatoriana Geoscience reserves the right to require repayment of all payments made in case the conclusion of the contract or its performance has been tainted by undue payments to one of its employees, or anyone else involved on the buyer's side in the conclusion or performance of the contract.

Yours sincerely,
Wilhelmina Queen

CEO / Equatoriana Geoscience Ltd.

1907 Calvo Rd / Oceanside / Equatoriana / Email: w.queen@equatoriana-geoscience.eq

Porter H.



Termination of Negotiations

Dear Mr Cremer,

I herewith inform you that Equatoriana Geoscience no longer considers itself bound by the Purchase and Supply Agreement concluded on 1 December 2020 and herewith terminates all negotiations concerning its performance.

First, there is a considerable likelihood that the Agreement as such was procured by corruption and was thus void from the beginning. The main negotiator of the Agreement has been charged with corruption in relation to several other contracts concluded by him. While there is no proof yet as to the payment of any bribes in relation to this contract, it appears likely that in the course of ongoing investigations such proof will emerge. The tender documents as well as the Purchase and Supply Agreement explicitly prohibited any form of undue benefits.

Secondly, Drone Eye engaged in serious misrepresentation of the quality of the Kestrel Eye 2010 drone. The Kestrel Eye 2010 by no means represents "state-of-the-art" technology, as required by the tender documents and assured by Mr. Bluntschli who had described it as Drone Eye's "latest model" or "top model". The Kestrel Eye 2010 was developed originally already in 2010 and then sold from 2012 onwards with some minor subsequent amendments and updates.

Drone Eye already started several years ago to develop a new generation of drones which can carry much higher loads and have a longer range. At the time of contracting, the Hawk Eye 2020 was undergoing final test flights and was presented to the market shortly thereafter.

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Wilhelmina Queen
CEO / Equatoriana Geoscience Ltd.

From: Wilhelmina Queen <w.queen@equatoriana-geoscience.eq>
Sent: 27 May 2021, 16:12
To: William Cremer <william.cremer@drone-eye.me>
Cc: MoNRaD <minister@monrad.eq>; David Field <d.field@equatoriana-geoscience.eq>
Re: Purchase and Supply Agreement-- -- Approved amendments
Attachments: Amendment.pdf

Dear Mr. Cremer,

I herewith return a duly executed copy of the amendments to Art. 20 of the Purchase and Supply Agreement discussed with Mr. Field.

I am impartial and independent of each of the parties and intend to remain so. To the best of



BY E-MAIL:
LANGWEILER@LAWYER.ME

BY E-MAIL:
W.QUEEN@EQUATORIANA-GEOSCIENCE.EQ

RE: PCA CASE NO. 2022-76
DRONE EYE PLC V. EQUATORIANA GEOSCIENCE LTD

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Monday, 15 August 2022

Aisha Box

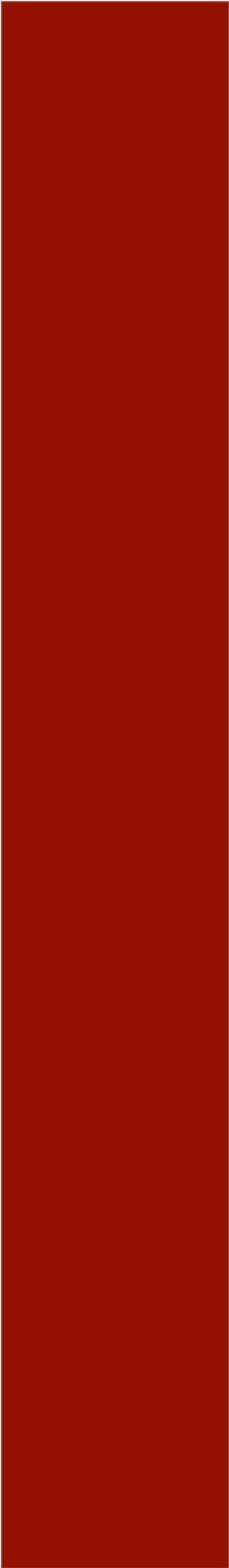
by e-mail:

J.C. Fosthoek

Jurisdiction

Merits

J.C. Festhøek





HAWK EYE 2020 Unmanned Air Vehicle

GENERAL PRODUCT INFORMATION

Drone Eye plc | 1899 Peace Avenue, Capital City, Mediterraneo

DESCRIPTION

The Drone Eye Hawk Eye 2020 Unmanned Air Vehicle (UAV) has one rotor powered by a state-of-the-art turboprop engine. Its fuselage is made of carbon-fibre. It is remotely controlled by satellite link (beyond line of sight) with an integrated GPS navigation system. It is designed for all-weather missions with high-definition cameras in high altitudes. It is equipped with a de-icing system and automatic take-off and landing systems.

GENERAL TECHNICAL DATA

Dimensions and weight

Overall length:	15800 mm
Wingspan:	28450 mm
Height:	1840 mm
Ground Clearance:	50 mm
Capacity (payload):	2,200kg
Maximum Takeoff Weight:	6,250 kg
Rotor Diameter:	1805 mm
Wing loading:	110 kg/m ²

Performance

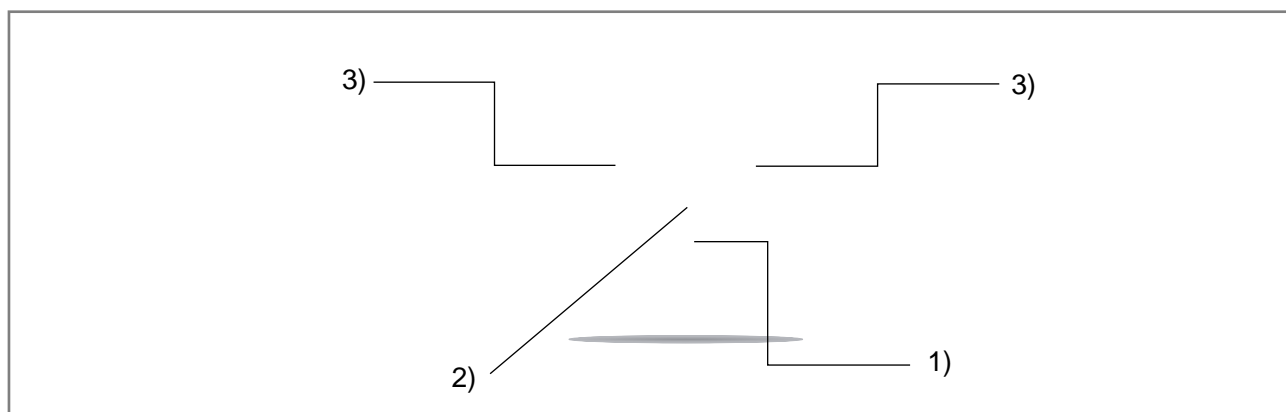
Endurance (max.):	37 hours
Range:	8,500 km
Service ceiling:	14,800 m
Speed (max.):	460 km/h
Rate of climb:	3.8 m/s
Dispatch reliability:	95 %
Maintenance interval:	200 hours
Communication link:	Satellite (SATCOM)

Engine and fuel

Type:	Turboprob
Power:	990 KW / 1,346 HP
Dry Weight:	132 kg
Fuel type:	Avgas 100LL

Location of the Payload Bays

- 1) One Central Payload Bay in the middle of the fuselage
- 2) One Front Payload Bay in the front of the nose fuselage
- 3) Two Side Payload Bays on the two sides of the fuselage





From: J. C. Bluntschli <j.bluntschli@drone-eye.me>
Sent: 29 November 2020, 23:01
To: David Field <d.field@equatoriana-geoscience.eq>
Re: Signing Process

Dear David,

We are glad to hear that the Minister does not consider the cancellation of the Parliamentary Debate and decision to be an obstacle to his approval of the agreement and that the signing procedure can proceed as planned. From our side Mr. Cremer will participate in the official signature procedure.

It is, however, impossible for us to lower the price any further or to provide additional goodies. The prices of EUR 8,000,000 per equipped and EUR 6,000,000 per unequipped UAV, is more than competitive! As you know from our negotiations, the price became only possible due to two factors. First, our ability to reuse three nearly finished UAV which had already been largely paid for and which we could acquire at a very good price from the insolvency administrator of the insolvent customer. Second, your willingness to extend the service period and to structure that service element of the contract differently. Normally, the best price for our latest model of the Kestrel Eye 2010 family is the EUR 10,000,000 contained in our bid.

The version of the Kestrel Eye 2010 purchased under the Agreement constitutes our present top model for your purposes. Its advanced technology guarantees its suitability for state-of-the-art data collection and aerial surveillance – also under the difficult weather conditions which exist in the northern provinces of Equatoriana with strong winds and heavy rain.

This naturally also makes the Kestrel Eye 2010 suitable for other purposes in particular to bring high value and sensitive other loads to the remote areas of the northern provinces.

I hope the above gives the Minister sufficient information and arguments for his speech. Should the Minister need any further information for subsequent discussions in Parliament please let me know and we will provide them.

We are looking forward to a fruitful cooperation over the next few years.

Best,

JCB

J.C. Bluntschli
Chief Operating Officer (COO)
Drone Eye plc
1899 Peace Avenue | Capital City | Mediterraneo

Aviation Safety Act

Article 1: Definitions

(a) aircraft: any vehicle with or without an engine, heavier or lighter than air that is used or intended to be used for moving persons or objects in the air without any mechanical connection to the ground. Unmanned Aerial Vehicles are treated accordingly as aircrafts if their overall length exceeds 90 cm or if their payload is higher than 50 kg.

Article 10: Registration

Any aircraft owned or operated by a private entity in the territory of Equatoriana shall be registered at the aircraft registry. Transfer of ownership in such aircraft is only perfected upon registration.

BY E-MAIL:
LANGWEILER@LAWYER.ME

BY E-MAIL:
FASTTRACK@HOST.EQ

RE: PCA CASE NO. 2022-76
DRONE EYE PLC V. EQUATORIANA GEOSCIENCE LTD

Wednesday, 14 September 2022



BY E-MAIL:
LANGWEILER@LAWYER.ME

BY E-MAIL:
FASTTRACK@HOST.EQ

RE: PCA CASE NO. 2022-76
DRONE EYE PLC V. EQUATORIANA GEOSCIENCE LTD

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by e-mail: bvsuttner@kinsky.com
by e-mail mldrago@uvindobona.edu
by e-mail

PCA CASE NO. 2022-76:

DRONE EYE PLC

v.

EQUATORIANA GEOSCIENCE LTD

ARBITRATOR'S DECLARATION OF ACCEPTANCE AND STATEMENT OF IMPARTIALITY AND INDEPENDENCE FOR CASES UNDER THE PCA ARBITRATION RULES

(Please check the relevant box or boxes)

I, the undersigned,

Last Name: Dr Asser

First Name: Michael Carel

NON-ACCEPTANCE

- ☐ hereby declare that **I decline** to serve as arbitrator in the above-referenced case. (If you wish to state the reasons for checking this box, please do so and submit on a separate sheet.)

ACCEPTANCE

- ☐ hereby declare that **I accept** to serve as arbitrator under the PCA Rules in the instant case. In so declaring, I confirm that I have familiarized myself with the requirements of the PCA Rules and am able and available to serve as an arbitrator in accordance with all of the requirements of those Rules.

IMPARTIALITY AND INDEPENDENCE

(If you accept to serve as arbitrator, please also check one of the two following boxes. The choice of which box to check will be determined after you have taken into account, inter alia, whether there exists any past or present relationship, direct or indirect, with any of the parties or their counsel, whether financial, professional or of another kind and whether the nature of any such relationship is such that disclosure is called for pursuant to the criteria set out below. Any doubt should be resolved in favor of disclosure.)

- ☐ **I am impartial and independent** of each of the parties and intend to remain so. To the best of my knowledge, there are no circumstances, past or present, that need be disclosed because they are likely to give rise to justifiable doubts as to my impartiality or independence. I shall promptly notify the parties and other arbitrators of any such circumstances that may subsequently f1 0 (nt)5(1)5(5(o)-5(y)--10(t)5(m5(e)-10(nd 5(i)5(e)2(r)n du-7)5

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