



ANKAWA INTERNACIONAL



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LEGAL CASE (CAS PRATIQUE)

1. Alsace International Holdings (AIH or the Company), a French multinational company specializing in the international transportation of goods via maritime shipment, submitted its proposal to subscribe to a 900 million USD contract for the transportation of oil and gas to Azania, an African country, located alongside the Suez Canal. On December 15th, 2019, Azania's Call for Proposal Committee validated the application, granting AIH a five-year contract from January 2020 to January 2025. The contract was signed on January 1st, 2020. The dispute resolution clause of the contract reads as follows:

2. *"The parties agree to make the necessary effort to resolve any controversy or claim derived from or related to this contract. Any dispute, controversy, or claim arising out of or relating to the interpretation, application, or performance of this contract, including its existence, validity or termination, that could not be settled by direct negotiation shall be settled by final and binding arbitration in accordance with the Ankawa International's Arbitration & Dispute Resolution Center (CARD-ANKAWA INTL) rules for Arbitration between International Organizations and Private Parties, as in effect on the date of this agreement".*

3. Although never admitted by the Company, there are numerous reports from local independent journalists that AIH bribed the President of Azania, Ali Kazemi, for 1 million USD to be awarded with the contract ([Exhibit 1](#)). The journalists have also reported corruption as a systematic practice by AIH in the countries where it has commercial operations ([Exhibit 2](#)). For this reason, a French ONG, Action Contre la Corruption (ACC), publicly denounced AIH for corruption acts in previous tenders for similar contracts.

4. On January 25th, 2024, Ali Kazemi won the presidential elections, extending his term of office until 2029. United Nations Election Oversight Mission

Spoke-Person claimed fraud during the elections¹. For this reason, the opposition candidate, former General Alex Gabunda, launched military operations through private militias against the government resulting in numerous casualties on both sides. On March 15th, 2024, George Wallis, Director-General of the International Committee of the Red Cross (ICRC) gave a press conference in Geneva stating that the conflict in Azania qualified as an Internal Armed Conflict, therefore requesting both parties at conflict to respect international humanitarian law. On April 21st, 2024, the situation in Azania was called on the agenda of the UN Security Council in New York City. During the session, the UN Special Human Rights Rapporteur, Daniela Sparci, slammed the government of Azania, stating that *“President Ali Kazemi is using public funds to commit gross human rights against opposition and dissidents in a clear breach of the Geneva Conventions”*, and she further urged the UN Security Council to apply economic sanctions against Azania to prevent the current regime from accessing additional funding. The session was called off upon a veto presented by Russia to condemn Azania. A second meeting at the UN Security Council will be prepared according to the UN Secretary-General in a press release.

5. Because of the ongoing conflict, AIH ships were attacked by armed militias near Port Royal, Azania’s main harbor. AIH’s CEO, Adrien Schmitt, assured that the Company would continue carrying goods to Azania despite the recent events. However, major attacks by private militia groups on AIH’s ships changed the position of the Board, and hence AIH announced that it would no longer continue its operations in Azania ([Exhibit 3](#)).

6. On May 8th, Azania Petroleum (AP), a State-owned company, issued a press release on “X” stating that AIH’s unjustified decision will affect the distribution of oil and gas in the country in the short term. AP also affirmed that it plays a

¹ Azania has been part of the United Nations System since March 20th, 1970, upon its independence from the United Kingdom.

major role in funding the State and for this reason, if AIH does not continue to uphold its obligations, the French multinational will pay a heavy price.

7. Finally, on June 2nd, 2024, AP commenced arbitration proceedings under the arbitration clause included in the Contract. In its Request for Arbitration (the “Request”), AP submitted —. The quantum of these claims amounted to 300 million USD, and the claimant appointed Mr. Mustafa Shadir as arbitrator.

8. However, AIH raised objections to the arbitration proceedings presented by AP since both parties have also signed a multi-tier dispute arbitration clause, according to which if disputes were presented, those should be approached as follows: first amicable settlement during three months, if unsuccessful, apply Ankawa International’s Arbitration Proceedings Rules. `

9. An international call to boycott AIH’s shipments was made on social media by human rights activists, receiving echo among French left-wing politicians at the *Assemblée Nationale*, if the French multinational did continue its commercial with Azania. AIH blamed national and international pressure to suspend its operation with the African country.

10. AIH contends that the ongoing armed conflicts and attacks by private militias near Azania constitute force majeure events. These security risks have made the transportation of oil and gas through the Suez Canal unfeasible and dangerous. AIH argues that it is justified in suspending its services under the force majeure clause of the contract.

11. However, AP acknowledges the security risks but asserts that AIH should have taken additional precautions. AP questions whether AIH explored alternative routes or security arrangements before ceasing transportation. AP argues that force majeure does not automatically absolve AIH of its contractual obligations.

12. In this regard, AP claims that AIH's unilateral suspension and subsequent contract termination breached the agreement. AP Emphasizes that the shipment was a critical component of their business operations. Hence, AP seeks damages for lost profits and reputational harm.

13. On this merit, AIH justifies the suspension and termination based on the deteriorating security situation. AIH argues that the force majeure clause applies equally to both parties. Moreover, AIH invokes the doctrine of necessity, asserting that the security risks rendered performance impossible. AIH relies on international law principles recognizing necessity as a defense to non-performance.

14. In contrast, AP acknowledges the necessity but contends that AIH did not exhaust all reasonable alternatives. AP questions whether AIH explored rerouting or negotiating additional security measures. AP asserts that necessity should be narrowly construed and not used as a blanket defense.

15. Furthermore, AIH considers that in the light of the recent events and communication from the UN to award in favor of AP will constitute a potential breach of international public order.

16. On this matter, AP emphasizes the broader public interest in ensuring energy security for Azania. AP argues that the disruption caused by private militias affects not only AIH but also the entire region. AP maintains that not honoring the contract would exacerbate the security crisis. For this reason, AP contends that the tribunal must balance public policy with contractual rights.

International Supply Contract for Oil and Gas

Agreement Between AIH (Alsace International Holding) and AP (Azania Petroleum)

This International Supply Contract (“Contract”) is entered into on this **[Date]** (the “Effective Date”) by and between:

1. **AIH**, Alsace International Holding, with its principal place of business at 5, Rue de Stuttgart 67000, Strasbourg, France (hereinafter referred to as the “Supplier”), and
2. **AP**, a state-owned company in Azania, with its principal place of business at Queen Elizabeth Square 96852, Port Royal, Azania (hereinafter referred to as the “Buyer”).

WHEREAS, the Supplier possesses the necessary expertise and resources for the transportation of oil and gas; and **WHEREAS**, the Buyer requires a reliable and efficient means of transporting oil and gas to Port Royal, Azania.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Definitions

1.1. “**Goods**” shall mean the oil and gas products specified in (Exhibit A) attached hereto). 1.2. “**Delivery Point**” shall mean Port Royal, Azania. 1.3. “**Effective Date**” shall mean the date of execution of this Contract. 1.4. “**Ankawa International’s Arbitration & Dispute Resolution Centre**” shall refer to the arbitration center located in Paris, France.

2. Supply of Goods

2.1. The Supplier agrees to supply the Goods to the Buyer in accordance with the terms and conditions of this Contract. 2.2. The Goods shall be transported via AIH's ships to the Delivery Point.

3. Price and Payment

3.1. The price for the Goods shall be as specified in (Exhibit B). 3.2. Payment shall be made by the Buyer within three days from the date of receipt of the Supplier's invoice. 3.3. All payments shall be in US dollars.

4. Dispute Resolution

The parties agree to make the necessary effort to resolve any controversy or claim derived from or related to this contract. Any dispute, controversy, or claim arising out of or relating to the interpretation, application, or performance of this contract, including its existence, validity or termination, that could not be settled by direct negotiation shall be settled by final and binding arbitration in accordance with the Ankawa International's Arbitration & Dispute Resolution Center (CARD-ANKAWA INTL) rules for Arbitration between International Organizations and Private Parties, as in effect on the date of this agreement.

5. Governing Law and Jurisdiction

5.1. This Contract shall be governed by and construed in accordance with international law, namely: the Convention on the Contracts for the International Sale of Goods (CISG) and the New York Convention. The general contract law is the UNIDROIT Principles on International Commercial Contracts. Azania adopted the UNCITRAL Model Law on International Commercial Arbitration with the 2006 amendment and the Energy Charter Treaty (ECT) 5.2. The exclusive jurisdiction for any legal proceedings arising out of or in connection with this Contract shall be the Ankawa International's Arbitration & Dispute Resolution Centre.

6. Miscellaneous

6.1. This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements. 6.2. Any amendments to this Contract must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Effective Date.

AIH (Supplier):

Name: Adrien Schmitt.

Title: CEO.

Date: January 1st, 2020.

AP (Buyer):

Name: Eli Orucov.

Title: CEO.

Date: January 1st, 2020.

Azania Daily - Investigative Report**Date: February 5th 2020*****Title: AIH Accused of Bribing Azanian President for Contract***

In a shocking revelation, local independent journalists have uncovered alleged bribery involving Arbitration International Holdings (AIH) and President Ali Kazemi. According to anonymous sources within the government, AIH reportedly paid a staggering sum of 1 million USD to secure a lucrative contract in the oil and gas sector. The clandestine transaction has raised serious concerns about corruption and transparency.

President Kazemi has neither confirmed nor denied the allegations, leaving the nation in suspense. As the scandal unfolds, citizens demand accountability and a thorough investigation into AIH's actions.

Azania Chronicle Exclusive: AIH Faces Allegations of Presidential Bribery**Date: February 5, 2020**

In a seismic revelation, AIH, the corporate behemoth, stands accused of bribery. Although never admitted by the Company, local independent journalists report a clandestine exchange: one million USD allegedly paid to President Ali Kazemi. The contract—the linchpin of Azania's technological future—hangs in the balance. Shadows deepen, and the nation awaits answers.

France 24 - Investigative Report “The Observer”**Date: February 6, 2020*****Title: The Dance of Dollars: AIH and the Presidential Pact***

In the heart of Azania, where crimson sunsets kiss the horizon, a web of intrigue unfurls. The Company, known by its cryptic initials—AIH—has cast its shadow upon the land. Their weapon? Not steel or fire, but the currency of kings: money.

Ali Kazemi, the President, stands as both puppet and puppeteer. His office, a throne of power, became the stage for a clandestine ballet. The whispers reached our ears—the Company’s emissaries, their briefcases heavy with greenbacks, slipped through the back alleys. The price? A cool one million USD.

What did they seek? The contract—the digital lifeline that would elevate AIH to celestial heights. The President, a man of eloquence and enigma, danced on the precipice. His silence, a symphony of complicity, echoed across the savannas.

Azania, once a beacon of hope, now grapples with shadows. The journalists, those brave souls who defy the darkness, penned their truths. The Company’s denial? A mere ripple in the tempest.

As the sun dipped below the horizon, the question lingered: What price progress? For now, the answer lies in the folds of secrecy, waiting for the dawn to reveal its secrets.

The New York Times Exclusive: AIH Faces Allegations of Systematic Corruption in Global Maritime Operations

By Sarah Reynolds, Investigative Reporter

March 9, 2021

In a seismic revelation that reverberates across international waters, AIH (Alsace International Holdings), once hailed as a maritime innovator, now grapples with shadows. The corporate behemoth stands accused, its legacy tarnished by whispers of malfeasance on the high seas.

Systematic Corruption Unveiled:

International journalists, those tireless seekers of truth, have cast their nets wide. Their investigation reveals a web of corruption woven by AIH across shipping routes.

The allegations? Bribery, kickbacks, and opaque dealings—a calculated dance that stains the very heart of AIH's maritime operations.

Let us examine some examples:

Global Shipping Routes:

AIH's vessels crisscross the world's oceans, transporting goods, fuel, and raw materials. From the Mediterranean to the South China Sea, their reach is vast.

Whispers echo in port cities: secret payments, preferential treatment, and elusive contracts in many countries. The linchpin agreements, once symbols of progress, now hang in precarious balance.

Port Authority Influence:

In Marseille, France, AIH's dealings with port authorities raise eyebrows. The currency of influence? 10 million euros, allegedly funneled to key decision-makers.

The docks, once bustling with legitimate commerce, now harbor suspicions. The maritime community demands transparency. Was it desperation or strategy? The tides hold their secrets.

Legacy at Stake:

AIH's boardrooms, once bathed in maritime innovation, now bear a darker hue. The Company's silence, a symphony of evasion, reverberates across shipping lanes. Many compare now AIH to ODEBRECHT.

Action Contre la Corruption (ACC)

Communiqué de Presse

Date : February 10, 2022

Affaire AIH : Pour une Justice Intégrale et la Lutte Contre la Corruption.

L'ONG Action Contre la Corruption (ACC), en partenariat avec des avocats spécialisés, annonce son intention de porter plainte devant les tribunaux français contre Alsace International Holdings (AIH) pour des pratiques illégales liées à la corruption. Cette action vise à préserver l'intégrité des marchés internationaux et à garantir l'équité dans les relations commerciales.

Contexte :

- AIH, une entreprise internationale opérant dans le secteur du transport maritime, est accusée d'avoir versé un pot-de-vin de 1 million de dollars au Président d'Azanie, Ali Kazemi, en échange d'un contrat lucratif dans le domaine du pétrole et du gaz.

- *La corruption mine la confiance dans les institutions publiques, fausse la concurrence et entrave le développement économique durable.*

Pourquoi la Corruption est Contraire au Droit International et Français ?

1. Violation des Traités Internationaux;

- *La Convention des Nations Unies contre la Corruption (CNUCC) interdit expressément les pots-de-vin et les pratiques corrompues.*

- *La France est signataire de la CNUCC et s'est engagée à lutter contre la corruption à l'échelle mondiale.*

2. Dommages Économiques et Sociaux :

- *La corruption nuit aux économies en détournant des ressources essentielles vers des intérêts privés.*

- *Elle compromet la confiance des investisseurs et des partenaires commerciaux.*

3. Violation du Code Pénal Français:

- *L'article 435-1 du Code pénal français réprime la corruption d'agents publics étrangers.*

- *AIH doit être tenue responsable de ses actes conformément à la loi française.*

Notre Demande :

- *Nous exigeons une enquête approfondie sur les agissements d'AIH et la collaboration avec les autorités judiciaires françaises.*

- *Nous appelons à la transparence et à la reddition de comptes, afin que justice soit rendue.*

Impact sur les Marchés Internationaux:

- *La réputation d'AIH est en jeu. Les investisseurs, les partenaires commerciaux et les clients surveillent de près cette affaire.*

- *La France doit montrer l'exemple en appliquant rigoureusement ses lois anti-corruption.*

Bloomberg.com

Date: April 30, 2024.

Alsace International Holdings (AIH) Announces Unilateral Cessation of Operations in Azania

Paris, France – AIH (Alsace International Holdings), a major player in the maritime industry, has made the difficult decision to terminate its operations in Azania. This decision comes in the wake of several significant attacks by pirates and private militias on ships and the harbor.

Background:

- Over the past few months, AIH's vessels have faced repeated violent assaults at sea, endangering the lives of our crews and jeopardizing the security of our cargo.
- The once-strategic Azanian port has now become a battleground, undermining logistical operations.

Reasons for Cessation:**1. Maritime Attacks:**

- AIH's ships have been targeted relentlessly by pirates, resulting in material and human losses.
- Ensuring the safety of AIH's employees and assets is a paramount concern.

2. Port Insecurity:

- The Azania port has descended into conflict, with rival militias vying for control.

- The risks to our infrastructure and personnel have become unacceptable.

Consequences:

- AIH will immediately suspend all activities in Azania.
- AIH assures that it will work closely with local authorities to ensure a smooth transition and the safety of our employees.

Commitment to Safety:

- AIH reaffirms its commitment to maritime security and employee protection.
- AIH will explore alternative opportunities in more stable and secure regions.

Message to Investors:

- Shareholders and investors will be informed of this decision.
- AIH remains steadfast in maintaining its position as a global leader in the maritime sector.

List of Oil and Gas Products

In accordance with the contractual agreement between the parties, the term “Goods” shall refer to the following oil and gas products:

1. **Crude Oil:** Unrefined petroleum extracted from wells, including both sweet and sour varieties.
2. **Natural Gas:** Comprising methane, ethane, propane, and other hydrocarbons, extracted from underground reservoirs.
3. **Refined Petroleum Products:**
 - **Gasoline:** Used as fuel for internal combustion engines.
 - **Diesel Fuel:** Suitable for diesel engines and commonly used in transportation and industrial applications.
 - **Jet Fuel:** Specifically designed for aviation purposes.
 - **Liquefied Petroleum Gas (LPG):** A mixture of propane and butane, used for heating, cooking, and as a fuel in vehicles.
4. **Petrochemicals:**
 - **Ethylene:** Used in the production of plastics, synthetic fibers, and other industrial materials.
 - **Propylene:** Essential for manufacturing plastics, resins, and synthetic rubber.
 - **Benzene, Toluene, and Xylene (BTX):** Key components in the petrochemical industry.

This list is not exhaustive and serves as a reference for the scope of “Goods” as stipulated in the contract. Any additional oil and gas products falling within this category shall also be considered part of the defined term.

Pricing Details for Goods

In accordance with Clause 3.1 of the contract, the pricing for the Goods shall be as specified in this Exhibit B. The parties agree to the following terms:

1. **Base Price:** The initial price per unit of Goods, subject to adjustments as outlined below.
2. **Adjustments:**
 - **Market Fluctuations:** The price may be adjusted periodically based on market conditions, including changes in oil and gas prices.
 - **Quality and Specifications:** If the quality or specifications of the Goods deviate from the agreed-upon standards, appropriate adjustments shall be made.
 - **Transportation Costs:** Any additional costs incurred during transportation, including freight charges, shall be factored into the price.
 - **Taxes and Duties:** The price shall be inclusive of applicable taxes, duties, and levies.
3. **Currency:** The price shall be denominated in the currency specified in the contract.
4. **Payment Terms:** The payment schedule and terms shall be detailed separately in the contract.

This Exhibit B forms an integral part of the contract and governs the pricing arrangements for the Goods.