



2nd GNLU International Moot Court Competition, 2010

CLARIFICATION

1. Clarification regarding the typographical error in the Annex II (Enroda Free Trade Zones Act) Section 15 (a).

Ans: Special Economic/Trade Zone in the section is to be read as Free Trade Zone. Any other reference to Special Economic/Trade Zone (STZ or SEZ) in the *Compromis* has to be read as Free Trade Zone (FTZ).

2. The *Compromis* provides for "all applicable treaties" to be taken in consideration. In this context, would applicable treaties be just treaties that embody customary international law, like the VCLT, or further include any international treaties which may have a significant bearing on the case at hand?

Ans: No Clarification is required

3. The "Competition Materials" put up online include the WTO Agreement. While the parties in the situation are not indicated to be members of the WTO, does this indicate that all the umbrella agreements under the WTO will be applicable here?

Ans: The RFTA borrows from the text of the WTO Agreements and is identical in letter to the corresponding WTO Annex Agreement, viz the Razvana Agreement on Subsidies and Countervailing Measures is *pari materia* with the WTO Agreement on Subsidies and Countervailing Measures. Participants are free to refer to WTO Agreements and the decisions of the WTO Dispute Settlement Panel and Appellate Body which will as indicated serve as a subsidiary source of law in the interpretation of the RFTA and relevant annex agreements.

4. Clarification regarding the error in Annexure I, Razvana Agreement on Trade in Goods, Article 3.2(a).

Ans: Article 3.2(a) reads ‘.....provisions of paragraph 2 of **Article III** of the RFTA’. It should be read as ‘.....provisions of paragraph 2 of **Article IV** of the RFTA’