

2026 Second Edition of

UPICC Moot

Clarification

1. Authority of Marco Ini and His Communications with Z

Marco Ini acted in his capacity as Bettina's Executive Assistant. His general responsibilities included scheduling meetings, coordinating communications, and handling routine correspondence on Bettina's behalf. On certain occasions, Marco had also acted on Bettina's behalf in validating contract modifications. Regarding communication between Marco and Z, prior to 28 October 2025, Z initiated contact with Marco regarding a potential commercial opportunity for Sensix, but Marco did not respond without Bettina's authorisation. Marco first informed Bettina of Z's proposal via WhatsApp on 28 October 2025.

2. Signature of the MoU

Neither the original MoU proposed by X on 15 October 2025 nor the revised MoU submitted by Y on 20 October 2025 was signed by Bettina or any other authorised representative of X.

3. Content of the Three Meetings

During the three Meetings referred to in Agreed Fact para. 12, the Parties discussed various terms of the proposed Joint Venture, including profit sharing, governance structure, intellectual property rights, and the exclusivity arrangements, i.e. the lock-out clause proposed by Y. No substantive agreement or finalised result regarding this lock-out clause was reached during any of the three meetings.

4. The Civil Code of Splendentius

Participating teams are not recommended to engage in a detailed analysis of the current domestic law of Splendentius. It is sufficient for the purposes of this Moot to note what is stated in Agreed Fact para. 27.

5. Procedural Issues

The BAC International Arbitration Rules (effective 1 January 2026) are compatible with and do not conflict with the relevant provisions of the arbitration law of Lumentius. Participants may proceed on the basis that the BAC Rules apply to the conduct of this arbitration without inconsistency with the *lex arbitri*. The two bases for jurisdiction advanced by the Claimant, as set out in Agreed Fact para. 28 and reflected in the Notice of Acceptance, are available to the Parties as alternative grounds for arguing jurisdiction before the Tribunal.