

THE 1979 PHILIP C. JESSUP INTERNATIONAL LAW MOOT COURT COMPETITION

PATRIA

V

THE REPUBLIC OF JUSTIA

THE PROBLEM

The Government of Patria and the Republic of Justia have submitted the following controversy for resolution by the International Court of Justice.

The Applicant is the Government of Patria and the Respondent is the Government of the Republic of Justia.

The parties have stipulated that the information in the Statement of Facts is true. The memorials to be prepared need not include a statement of facts, although the participants may do so if they wish.

This is a hypothetical problem drafted exclusively for the purposes of the 1979 Jessup Competition. Neither the facts nor the national laws described and annexed are intended to portray actual situations or national legislation.

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Pharmaca Inc., is a corporation incorporated under the laws of Patria, a developed country. In 1955 it established a wholly owned subsidiary, Subpharm S.A., (Société Anonyme) in Justia which is one of the developing countries of the world. Over the years, 20% of the shares of Subpharm were sold to nationals of Justia and 80% remained in the hands of Pharmaca Inc.

In 1968, Pharmaca developed a process to produce a painkilling drug with no narcotic content. It patented the process in Patria and three months later it patented the process in Justia. Both Patria and Justia were then parties to the Paris Convention for the Protection of Industrial Property, as revised at Stockholm (1967). The drug was marketed in Patria under the registered trademark "Calmian". When in 1971 Pharmaca decided to market "Calmian" in Justia, it registered the trademark there. In 1971, Justia's laws on patents and trademarks, passed in 1930, bore the features commonly found in the national industrial protection laws of Western Europe.

Until 1973 "Calmian" was manufactured in Patria and exported to Justia; Subpharm acted as distributor for the drug. In February 1973, the Justian government, by decree, increased import duties on all pharmaceuticals by 60%, except for those to be specifically excepted by reason of public interest. "Calmian" was not in a category excepted.

In July 1973 Pharmaca and Subpharm entered into a licensing agreement whereby Pharmaca licensed to Subpharm its patents on "Calmian" as well as the trademark. Moreover, Pharmaca made available in the agreement with Subpharm necessary unpatented information, i.e. "know-how" for the manufacture of the drug.

The licensing agreement (hereinafter The Agreement) between Pharmaca Inc., and Subpharm S.A. (Société Anonyme) contained a large number of provisions setting out in detail the rights and duties of the parties regarding the patents and trademarks to be licensed, as well as the non-patented trade secrets to be divulged to Pharmaca in connection with the manufacture of "Calmian".

Among the clauses in the agreement were the following:

1. Subpharm was to grant back to Pharmaca all improvements to the process of making "Calmian" without compensation;
2. Subpharm was not to challenge the validity of either the patents or the trademark but if it did so, Pharmaca could cancel the Agreement forthwith;
3. Chemists and certain other personnel engaged in the preparation of "Calmian" in Justia had to be Pharmaca employees brought from Patria;
4. Prices to be charged for "Calmian" in Justia were to be set by common accord between Subpharm and Pharmaca;

5. Subpharm was to purchase exclusively from Pharmaca four chemical preparations deemed essential to the manufacture of "Calmian";
6. Subpharm was not to export "Calmian" manufactured in Justia;
7. Subpharm was obligated to use the trademark "Calmian" in marketing the drug;
8. The agreement was to be in force for two years beyond the expiration of any patents relating to the drug;
9. Until the expiration of the agreement Subpharm was to pay Pharmaca 14% of the annual net sales of "Calmian" as well as any taxes due to Justia from Pharmaca on the royalties for "Calmian";
10. Upon expiry or invalidation of the agreement all know-how in the form of trade secrets and supporting drawings or documents made available to Subpharm by Pharmaca in the agreement was to revert to the latter and commercial use of it by Subpharm was to cease.
11. The agreement was to be governed exclusively by the law of Patria, excluding its conflict of laws rules, and all disputes arising from the validity, performance or interpretation of the agreement were to be settled exclusively by arbitration in accordance with the arbitration rules of the Patria Chamber of Commerce in Patria.

A number of political developments and legislative enactments affecting transfer of technology rules and industrial property protection, as well as foreign investment, followed the election and inauguration of a new president and parliament in Justia in March 1975. The new president declared that acquiring technology was essential to Justian economic development and industrialization, but that technology, like Prometheus, was bound by many fetters and Justia was forced to pay too much for technology, aggravating the country's balance-of-payments problem. He noted that other developing countries had also faced this problem and that international organizations, such as the U.N. Conference on Trade and Development (UNCTAD), had documented that multi-national corporations had an unequal bargaining advantage in their dealings with developing countries and that these firms frequently imposed restrictions, particularly on their own subsidiaries, that were incompatible with the economic development interests of host countries. The president pointed to two resolutions on the "New International Economic Order" passed at the Sixth Special Session of the U.N. General Assembly in 1974 and to the "Charter of Economic Rights and Duties of States" adopted later that year, as well as the work by the UNCTAD Intergovernmental Group of Experts on a Code of Conduct Governing the

Transfer of Technology as signaling a new era in international economic relations and providing a basis for the new Justian program on technology transfer. He also stated that the international patent and trademark systems could be detrimental to economic development and agreed with other developing countries that the relevant international conventions should be reinterpreted and revised.

Accordingly in July 1975 a law was enacted in Justia entitled "A Law to Regulate the Transfer of Technology". Among its provisions was the requirement that all transfer of technology agreements concluded before the date of entry into force of the Transfer of Technology Law be submitted within 6 months to the Registry for the Transfer of Technology (hereinafter Registry) for approval in the same manner as new agreements. Relevant parts of the Law on Transfer of Technology are annexed hereto.

In September 1975, the President of Justia denounced the Paris Convention and the Treaty of Friendship and Commerce with Patria to the extent that they were inconsistent with the "new economic law" and the economic development goals of Justia as a developing nation. The President indicated that notification would be made to the Director General of the Union formed by the Paris Convention.

In October 1975 a new Law on the Protection of Industrial Property came into force. It continued protection of patents and trademarks, but made some changes in the law. On the patent side, it reduced, both retroactively and prospectively, the life of any patent registered by a foreigner or foreign owned or controlled enterprise to eight years. The previous length of protection had been 15 years; the 15 year period of protection was to continue, under the new law, for patents registered by Justian nationals. Another new provision of the law obligated the holder of any patent registered in Justia to grant a license for use of the patent and related know-how whenever the Minister of Industry deemed that by such compulsory licensing the economic development of Justia would be assisted. The licensor in the case of a compulsory license would receive a statutory payment of 3% of net sales up to a certain level of sales. A new provision in the trademark section stated that any trademark of foreign origin or owned by a foreign person or enterprise which was intended to cover goods manufactured or produced in Justia would have to be used in conjunction with a trademark initially registered in Justia; both marks were to be displayed in an equally visible manner on the goods. Failure to comply with this provision within six months of the coming into force of the law would cause cancellation of the registration of the trademark. Further provisions of the law extended this requirement for all licensing agreements between foreign owners

of a trademark, or any owner of a trademark initially registered abroad, and Justian persons or enterprises.

In January 1976 an amendment to the Justian Law on the Protection and Regulation of Foreign Investment came into effect. Its most important provision contained the requirement that within one year all enterprises in certain sectors, including pharmaceuticals, would be required to have at least 61% of shares owned by Justian nationals or the Government of Justia, and two out of three directors Justian nationals. If an enterprise refused to comply, it would be subject to nationalization under the Justia Nationalization Law.

In the same month, an amendment to Justia's Nationalization Law came into effect. It provided a new compensation formula for enterprises to be nationalized. The compensation to be paid to the owners of any nationalized enterprise was to be based on the reasonable value of the physical plant, other property owned by the enterprise and its goodwill. Subtracted from these items would be any excess profits of the enterprise in the past 20 years. Payment of compensation was to be made in Justian currency and over such a period of time as would not impede the economic and social development of Justia. The compensation scheme in each case was to be formulated and decided by a special panel of non-governmental experts appointed by the Premier of Justia. It should be recalled that the decision to nationalize a company, under the law, was to be made by the Premier of Justia, upon the recommendation of the Minister of Industry following a decision by the Nationalization Board, a body made up of high officials of the interested Justian ministries, which reported their findings to the Minister of Industry.

The licensing Agreement was submitted by Subpharm to the Registry for approval and registration in November 1975. In February 1976 the Registry informed Subpharm that the Agreement contained so many clauses that were contrary to the letter as well as spirit of the Law on Transfer of Technology that the Agreement could not be approved for registration and would have to be thoroughly re-negotiated and re-submitted for approval. Subpharm immediately followed the appeals procedure set forth in the Law on Transfer of Technology. On April 30, 1976, the Minister of Industry, to whom the appeal was brought in accordance with the Law, confirmed the decision of the Registry. One more avenue of review remained to Subpharm, namely, a special action for abuse of authority or for bias to be brought against the Minister of Industry before a special panel of the Supreme Court of Justia. Upon consultation with Pharmaca, Subpharm decided not to seek this remedy.

Pharmaca decided that it would not win in the Supreme Court, and also to wait for a while in the expectation that the Government of Justia would modify its interpretation of the Law if not the Law itself. In the meantime, Pharmaca was certain that neither it nor Subpharm would need the assistance of the Justia courts to carry out the Agreement. Furthermore, Pharmaca was very much concerned with the application by the government of Justia of the new Law on Industrial Property and the amendment to the Foreign Investment Law. Pharmaca had a world-wide policy of at least 80% ownership by it of its subsidiaries, and the president of the company had, in a press conference in July, 1976, stated that he did not think that the company could or would change its policy.

In September 1976, the Directors of Subpharm were informed by the Nationalization Board that the company was to be nationalized because it had failed to comply with the Law of Foreign Investment which required 61% ownership by Justian nationals. Subpharm was told that the decision was accelerated because of the statement by Pharmaca's President that his company would not comply within the time limit. Appeals made by Subpharm in the course of the following three months, to the Minister of Industry and to the Premier of Justia were rejected. Subpharm was, in fact, taken over by the Government of Justia, which continued to operate it. In July 1977, the special panel of experts on compensation awarded the former shareholders of Subpharm compensation of 3 million U.S. dollars, less excess profits of 2 million U.S. dollars. Compensation payments, with 2% interest, were to be made over a 5 year period. Pharmaca made a special appearance to argue that Subpharm was worth more than 6 million dollars, and that its profits were appropriate rewards for invention and compensation for a large research program by the parent firm. These arguments were rejected and it was informed that there was no appeal from the decision of the special panel.

Despite the change in management and the continuing controversy, Subpharm continued to produce "Calmian"; Justian personnel was used to manufacture the drugs, since Patrians working for the company had left after their work permits had been revoked.

In August 1977, Subpharm had adopted a new name for the pain-killing drug. In conformity with the Law, a new Justian trademark was added. The product was now marketed as "Calmian-Balmian". The company planned to phase out the use of the name "Calmian" over a period of two years.

By October 1977, Subpharm was exporting "Calmian-Balmian" to several neighboring countries in which the patents and trademarks

for "Calmian" were held by local subsidiaries of Pharmaca. Subpharm's prices were substantially lower than the price of "Calmian" in these markets.

In October 1977, Pharmaca invoked the arbitration clause in the Agreement and commenced arbitration proceedings in Patria against the other party to the Agreement, Subpharm. Pharmaca charged that Subpharm had breached the Agreement by non-payment of royalties for patent rights leased, for secret know-how and for the trademarks, and that Subpharm had breached other important obligations in the Agreement. Among obligations breached were the ban on exports and on public disclosure of certain trade secrets in the Agreements. Subpharm, in a registered letter to the administrator for arbitrations of the Patria Chamber of Commerce, refused to participate in the arbitration. It pointed out that the Transfer of Technology Law stated that parties to agreements could not oust the jurisdiction of Justia Courts or the applicability of Justia law. It argued also that since the Agreement was void because not registrable under the Transfer of Technology Law, the arbitration clause in the agreement was also void.

The arbitration tribunal, composed of one Patrian national and two non-Patrians, found that it had jurisdiction and, proceeding under Patrian law, found that Pharmaca was entitled to damages or injunctive relief on all issues. The award was given in January 1978. Pharmaca immediately took the award to the courts in Justia for enforcement under the 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards, of which both Justia and Patria are parties. The Justian court refused, in a decision of 10 April 1978, to recognize the award on the ground that the Transfer of Technology Law had been violated by the Agreement and that, therefore, the arbitration clause was invalid and could not be the basis of valid award. The Supreme Court, in a four line judgment entered on 30 April 1978, upheld the lower court.

The Patria government had been kept informed of developments in Justia by Pharmaca since the entry into force of the 1975 laws. Several notes were sent by the government of Patria to that of Justia over a period of nearly three years. Patria reminded Justia in some of these notes of the treaty of Friendship and Commerce which had been in force for 50 years and under which national treatment was granted to persons and enterprises of one of the countries wishing to establish in the other. The provisions of this bilateral treaty were, in fact, identical to those of the treaty on the same subject now in force between France and the United States, called the Convention of Establishment.

In August 1978, after fruitless discussion at the diplomatic level, the Premier of Justia proposed to have all issues between the countries

cognizable under international law be submitted to the International Court of Justice. He stated in a public declaration that it was high time that the International Court of Justice be given the opportunity of applying the "New International Law".

The Government of Patria also agreed to submit the issues to the jurisdiction of the International Court of Justice. Accordingly, in September 1978, Patria submitted its application to the International Court of Justice to resolve the following issues:

Whether Justia violated any obligation it might have had under international law to extend national treatment to foreign licensors or investors?

Whether there was a violation of international law in Justian legal procedures and practices relating to the invalidation of the agreement between Pharmaca and Subpharm or to the nationalization of Subpharm.

Whether the compensation for the expropriation of assets belonging to Pharmaca or Subpharm was consistent with international law?

Whether the provisions of Justian law that require transfer of technology disputes to be settled in Justian Courts, and according to Justian law, are consistent with international law?

ANNEX

A LAW TO REGULATE THE TRANSFER OF TECHNOLOGY - 14 July, 1975

JUSTIA

Article 1: A Register of Transfer of Technology shall be established and shall be kept under the authority of the Ministry of Industry.

Article 2: All documents embodying instruments, contracts and agreements of any kind on the transfer of technology shall be entered in the Register. Such transfer of technology transactions are transactions, arrangements or agreements between parties, irrespective of their legal form, which have as their purpose or as one of their purposes the licensing or assignment of industrial property rights, the sale or any other type of transfer of technical knowledge, and the supply of technical services. These include, inter alia, the following:

(i) Assignment, sale and licensing transactions, arrangements or agreements covering all forms of industrial property including patents, inventors' certificates, utility models, industrial designs, trade marks, service names, and trade names.

(ii) Arrangements covering the provision of know-how and technical expertise in the form of feasibility studies, plans, diagrams, models, instructions, guides, formulae, supply of services, specifications and/or involving technical advisory and managerial personnel, and personnel training as well as equipment for training.

(iii) Transactions, arrangements or agreements covering the provision of basic or detailed engineering designs, the installation, operation and functioning of plant and equipment, and turn-key agreements.

(iv) Purchases, leases and other forms of acquisition of machinery, equipment, intermediate goods and/or raw materials in so far as they are an integral part of transactions, arrangements or agreements involving technology transfers.

(v) The technological contents of industrial and technical cooperation arrangements of any kind including turn-key agreements, international subcontracting as well as provision of management and marketing services.

Article 3: The following persons shall be obligated to apply for the registration of instruments, agreements or contracts as required

by the foregoing article if they are parties to or beneficiaries under the said instruments, agreements or contracts:

- I. Individuals or corporations of Justian nationality;
- II. Aliens residing in Justia and corporations of other than Justian nationality established therein;
- III. Agencies or branches, established in Justia, of foreign undertakings.

Suppliers of technology who are resident abroad may apply for the registration in the Register of Transfer of Technology of instruments, agreements or contracts to which they are parties.

Article 4: Documents embodying instruments, agreements or contracts as referred to in article 2 shall be produced to the Ministry of Industry, for registration in the Register of Transfer of Technology, within sixty days on which they are concluded.

Article 5: Instruments, agreements or contracts as referred to in article 2, and amendments thereto, which have not been registered in the Register of Transfer of Technology shall have no legal effect and accordingly shall not be submitted to any authority, and no action to enforce them may be entertained by a national court or tribunal.

Article 6: An instrument, agreement or contract referred to in article 2 shall not be registered in cases where:

1. the technology to be transferred is already available in the country;
2. the price or consideration does not bear a fair relationship to the value of the technology acquired or constitutes an unjustified burden on the national economy.

B. Registration shall also be refused if the instrument, agreement or contract clauses which have the following purposes:

1. Requiring the acquiring party to transfer or grant back to the supplying party, or to any other enterprise designated by the supplying party, improvements arising from the acquired technology, on an exclusive basis, without offsetting consideration or reciprocal obligations from the supplying party, or when the practice will constitute an abuse of a dominant market position of the supplying party.
2. Requiring the acquiring party to refrain from challenging the validity of patents and other types of protection for inventions involved in the transfer or the validity of other such grants claimed

or obtained by the supplying party, recognizing that any issues concerning the mutual rights and obligations of the parties following such a challenge will be determined by the appropriate applicable law including the terms of the agreement to the extent consistent with that law.

3. Restricting the freedom of the acquiring party to enter into sales representation or manufacturing agreements relating to similar or competing technologies or products or to obtain competing or complementary technology in the manufacture or sale of any product.
4. Restricting research and development of the acquiring party.
5. Requiring the acquiring party to use personnel designated by the supplying party, except to the extent necessary to ensure the efficient transmission phase for the transfer of technology and putting it to use or thereafter continuing such requirement beyond the time when adequately trained local personnel are available or have been trained; or prejudicing the use of personnel of the technology acquiring country.
6. Restrictions regulating prices to be charged by acquiring parties in the domestic market or in other countries for products manufactured or services produced using the technology supplied.
7. Restrictions which prevent the acquiring party from adapting the imported technology to local conditions or introducing innovations in it, or which oblige the acquiring party to introduce unwanted or unnecessary design or specification changes, if the acquiring party makes adaptations on his own responsibility and without using the technology supplying party's name, trade or service marks or trade names, and except to the extent that this adaptation unsuitably affects those products, or the process for their manufacture, to be supplied to the supplying party, his designates, or his other licensees, or to be used as a component or spare part in a product to be supplied to his customers.
8. Requiring the acquiring party to grant exclusive sales or representation rights to the supplying party or any person designated by the supplying party except as to sub-contracting or manufacturing arrangements wherein the parties have agreed that all or part of the production under the technology transfer arrangement will be distributed by the supplying party or any person designated by him.
9. Requiring acceptance of additional technology, future inventions and improvements, goods or services not wanted by the acquiring party or designating or restricting sources of technology, goods or services as a condition for obtaining the technology required.

10. Restrictions which prevent or hinder export by means of territorial or quantitative limitations or prior approval for export or export prices of products or increased rates of payment for exportable products resulting from the technology supplied.
11. Cartel, patent pool or cross-licensing agreement and other collusive arrangements among technology suppliers, including those between and among parent companies, their subsidiaries, and their affiliates, which impose restrictions, inter alia on territories, quantities, prices, customers or markets or limit access to new technological developments, or attempts to dominate an industry, market, or technological process, and that have adverse effects on the transfer of technology.
12. Restrictions regulating the advertising or publicity by the acquiring party.
13. Requiring payments or imposing other obligations for continuing the use of industrial property rights which have been invalidated, cancelled or have expired, recognizing that any other issue, including other payment obligations for technology, shall be dealt with by the appropriate applicable law, including the terms of the agreement to the extent consistent with that law.
14. Restrictions on the use of the technology after the expiration of termination of the arrangement or after the know-how has lost its secret character independently of the acquiring party
15. Restrictions on the scope, volume and/or capacity of production and/or field of activity.
16. Use by the supplying party of quality control methods or standards not needed or not wanted by the acquiring party, except when the product bears a trade mark, service name or trade name of the supplying party.
17. Requirement to use a particular trade mark, service name or trade name when using the technology supplied.
18. Obliging the acquiring party to provide equity capital or to allow the supplying party to participate in the management of the acquiring party as a condition to obtaining the technology.
19. Unlimited or unduly long duration of transfer of technology arrangements.
20. Limitations upon the diffusion and/or further use of technology already imported.

21. Requiring that disputes be settled in the courts of a foreign country.

22. Requiring that a law other than that of Justia govern the instrument, agreement or contract.

Article 7: The Ministry of Industry shall decide within 90 days of receipt of the relevant documents whether an instrument, agreement or contract referred to in article 2 shall or shall not be registered in the Register of Transfer of Technology. If no decision has been taken before the expiry of that period, the instrument, agreement or contract in question shall be registered in the Register of Transfer of Technology.

Article 8: The Ministry of Industry may cancel the registration of an instrument, agreement or contract in the Register of Transfer of Technology, the terms of which are changed or altered contrary to the provision of this Act.

Article 9: The Ministry of Industry may at any time ascertain that the provisions of this Act are being observed.

Article 10: Officials concerned in the various operations relating to the Register of Transfer of Technology shall maintain absolute secrecy with regard to technological information about processes or products the subject of instruments, agreements or contracts to be registered. This rule shall not apply to information which is bound by another law or regulation to be published.

Article 11: Any person who considers his interests to be affected by a decision of the Ministry of Industry under this Act may, within eighty days from the date on which the notice takes effect, request a review of that decision and shall submit such evidence as he deems relevant.

The application for review shall be submitted in writing to the Ministry.

The application for review shall cite evidence and be accompanied by such evidence as the applicant has in his possession. Statements and admissions shall be admitted as evidence. The Ministry may procure such evidence as it may deem necessary to assist it in reaching a decision.

The case shall be decided within 45 days of submission of the evidence.

If no decision has been taken within this period, the application shall stand accepted.

Article 12: This Act shall take effect 30 days after its publication in the Official National Journal.

Article 13: Instruments, agreements or contracts to which article 2 applies concluded before the date of entry into force of this Act shall be brought in conformity with its provisions and registered in the Registry of Transfer of Technology within one year after that date. The documents containing the said instruments, agreements or contracts shall be submitted to the Ministry of Industry and Trade for its information without consideration of their content, within 90 days after the entry of this Act into force.

Article 14: When the period referred to in Article 13, with any extensions, has expired, an instrument, agreement or contract which has not been duly registered in the Register of Transfer of Technology shall cease to have legal effect.

TO: All Jessup Participants

RE: Clarifications to Jessup Problem

The author was requested to answer several requests for clarifications to the Problem. The following are the Questions and Answers for your edification.

- 1) **QUESTION:** What is the nationality of stockholders of Pharmaca?
ANSWER: No response is necessary.
- 2) **QUESTION:** What have been the profits of Subpharm since 1959, i.e., how profitable has been the manufacture of Calmian?
ANSWER: No response is necessary.
- 3) **QUESTION:** In respect to clause 5 of the Agreement between Pharmaca and Subpharm (July 1973), which has to do with the four chemical preparations: were these chemical preparations affected by the February 1973 decree of the Justian government increasing import duties on pharmaceuticals by 60% or were they specifically excepted by reason of public interest?
ANSWER: There was no public interest declaration by the government of Justia on the four chemicals.
- 4) **QUESTION:** On page 4, second paragraph, line eight, it talks of Justian currency to be given as compensation if nationalization occurs. Yet on page 5, compensation given is in dollars. Is compensation to be given in Justian or United States currency?
ANSWER: The payment was made in Justian currency - The United States dollar amounts quoted were the U.S. dollar equivalents at the time of the award of compensation.
- 5) **QUESTION:** On pages 2 and 3, the facts indicate that Justia has a "President", whereas pages 5 and 6 refer to a "Premier". Are there two offices or only one?
ANSWER: Justia, like France, has both a President and a Premier (or Prime Minister) and both have foreign affairs and powers.
- 6) **QUESTION:** On page 5, Pharmaca makes a special appearance to argue that Subpharm was worth more than \$6,000,000. Could you give supportive figures to determine if it is a fair compensation?
ANSWER: No figures are needed or available, in fact.
- 7) **QUESTION:** On page 6 of the Annex (Transfer of Technology Law): was the law published in the Official National Journal?
ANSWER: Yes.

(see next page)

Clarifications to Jessup Problem

PAGE TWO

- 8) QUESTION: On page 5 of the Annex, Article 11 gives 80 days from the date notice takes effect to request a review of the decision of the Ministry of Industry. On page 4 of the Problem, last paragraph, the Registry informed Subpharm in February 1976 of its decision. Appeals were then taken to the Ministry of Industry which decided to confirm the Registry on April 30, 1976. Was Subpharm asking for review within the 80-day limit?
- ANSWER: The appeal of the decision of the Registry was taken within 80 days of that decision.
- 9) QUESTION: Article 11 of the Annex requires that a case shall be decided within 45 days of submission of evidence. Does the "45" days refer to calendar days, working days or what?
- ANSWER: Calendar days.
- 10) QUESTION: On pages 3-6 of the Problem, there are references to various months in which different events occurred, without specific dates being given. Where the exact date might make a difference, are we to argue the consequences that might follow from various dates?
- ANSWER: (See Questions 8 and 9.) Assume the dates were within statutory limits where possible.
- 11) QUESTION: Although the "Premier of Justia proposes to have all issues between the countries cognizable under international law... submitted to the International Court of Justice", the Government of Patria submits four issues for its consideration. There is no indication whether Justia agrees that the Court's review should be limited to these four issues. What is before the Court, or is that in itself a legal question?
- ANSWER: Justia agrees to limit the issues to those presented by Patria.
- 12) QUESTION: Under the laws of which country was Subpharm S.A. incorporated?
- ANSWER: No response is necessary.
- 13) QUESTION: On what date was Subpharm nationalized? Does the phrase "the following three months (after September, 1976)" imply that Subpharm could not have been nationalized before January 1977? If so, can the nationalization be taken to have occurred not less than one year after January 1976 amendment to the Justian Law on the Protection and Regulation of Foreign Investment (see page 4)?
- ANSWER: No response.

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*This by no means is an exhaustive bibliography for all or any of the issues presented on the 1979 Jessup Problem.

The bibliography is not in Bluebook form which is required for citations used in the memorials. (Bluebook: A Uniform System of Citation).

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