

Время выполнения задания – 180 мин., язык – английский и русский

Выполните все задания (задания № 1-3), следуя инструкциям к каждому заданию.

**Задание № 1. Read the below given assertions and choose one or more correct answers.**

1. Definition of “people”
  - 1) set forth in the UN Charter
  - 2) set forth in the ICCPR
  - 3) represented by customary rule
  - 4) could be fined in “soft law”
  - 5) does not exist in international law
  
2. According to the Nicaragua v. United States of America case (ICJ,1986) the intervention should be:
  - 1) coercive
  - 2) dictatorial
  - 3) direct
  - 4) indirect
  - 5) of any character
  
3. Fundamental change of circumstances as a ground for treaty termination was successfully pleaded before the ICJ:
  - 1) in Fisheries Jurisdiction case (UK v. Iceland), (1973)
  - 2) in Gabčíkovo-Nagymaros case (Hungary v. Slovakia), (1997).
  - 3) in Corfu Channel case (UK v. Albania), (1949).
  - 4) in Nicaragua v. United States of America, ICJ (1986)
  - 5) never
  
4. Responsibility to protect principle is
  - 1) set forth in the ICCPR
  - 2) international custom
  - 3) part of the “soft law”
  - 4) only a doctrinal concept

5. Articles on Responsibility of States for internationally wrongful acts:
  - 1) are a treaty
  - 2) reflect customary rules
  - 3) contain general principles of law
  - 4) are progressive development of international law
  
6. Countermeasure to be lawful could be:
  - 1) proportionate
  - 2) aimed to induce the State to comply with its obligations
  - 3) reversible
  - 4) temporary
  - 5) taken by the state
  - 6) taken by the international organization
  - 7) aimed to punish the State for the wrongful act
  
7. The following acts are attributable to the state:
  - 1) conduct of any citizens of the state
  - 2) conduct of any entities incorporated in the state
  - 3) conduct of organs placed at the disposal of a State by another State
  - 4) any conduct acknowledged and adopted by a State as its own
  
8. According to the UN International Law Commission norms of international law:
  - 1) have no hierarchy
  - 2) exist at higher and lower hierarchical levels
  - 3) may represent special regime
  - 4) are only of a general character
  
9. The costal state can initiate hot pursuit from the contiguous zone in case:
  - 1) it has good reason to believe that ship has violated any laws of that state
  - 2) it has reasonable suspicion that ship has violated customs laws
  - 3) it has reasonable suspicion that ship has violated fiscal laws
  - 4) it has reasonable suspicion that ship has violated immigration laws
  - 5) it has reasonable suspicion that ship has violated sanitary laws
  - 6) it has reasonable suspicion that ship has violated criminal laws
  
10. In response to unfriendly lawful act a state may apply:
  - 1) countermeasures
  - 2) retortions
  - 3) reprisals
  - 4) sanctions
  
11. Under customary international law before termination of a treaty the state:
  - 1) shall not take any procedural steps
  - 2) shall notify another state of its intent to terminate the treaty

- 3) shall notify another state of its intent to terminate the treaty in writing
  - 4) shall notify another state of its intent to terminate the treaty within the reasonable period of time
  - 5) shall notify another state of its intent to terminate the treaty stating the legal ground of termination
12. Under customary international law material breach of a treaty is a breach that:
- 1) violate the object and purpose of the treaty
  - 2) violate the principles of the treaty
  - 3) violate main provisions of the treaty
  - 4) violate the Preamble of the treaty
  - 5) violate provision related to the subject of the treaty
13. Unilateral declaration is binding upon a state:
- 1) in any case
  - 2) in case it made with state's intent to be bound by it
  - 3) in case it is made by a competent authority
  - 4) in case it includes legal content
  - 5) only in case it is made by a head of a state
  - 6) there are no such cases
14. Principle of prevention of transboundary harm was applied by the ICJ in
- 1) the Corfu Channel case (Uk v. Albania) (1949)
  - 2) the Pulp Mills case (Uruguay v. Argentina) (2010)
  - 3) in Fisheries Jurisdiction case (UK v. Iceland), (1973)
  - 4) in Gabčíkovo-Nagymaros case (Hungary v. Slovakia), (1997).
  - 5) Never
15. According to the ICJ case law the environmental impact assessment should be made
- 1) according to the national legislation of the state
  - 2) before the project starts
  - 3) after the project finished
  - 4) during all the period of carrying out the project
  - 5) the ICJ did not asses this issue

**Задание № 2. Write your answer to the following question in English language:**

What is “unilateral declaration” in international law? Describe this legal concept, sources of regulation, guiding principles, legal effects and possibility of revocation, give relevant examples.

**Задание № 3. Решите задачу, аргументируйте свое решение со ссылками на источники международного права, практику международных судов и арбитражей (на русском языке).**

Зарегистрированная в государстве S. компания U. в 1998 г. заключила с государством A. концессионное соглашение, предметом которого являлось предоставление услуг по снабжению питьевой водой одного из регионов A. Компания U. в течение первых лет реализации проекта из-за собственных финансовых проблем не смогла выполнить все условия соглашения полностью, в результате чего несколько сот тысяч людей так и остались без бесперебойного доступа к отвечающим нормам очистки водопроводной воде. Разразившийся в 2000-2002 годы финансовый кризис привел к изменению валютной политики государства A. и значительному падению уровня жизни населения, что, в итоге, привело к тому, что концессионный проект стал убыточным.

В 2006 г., в связи с нарушением концессионного соглашения, в также достигшим критического уровня ухудшением санитарно-эпидемиологической обстановки в регионе, правительство A. объявило о прекращении этого соглашения и национализировало все возведенные U. объекты инфраструктуры.

Компания U. инициировала арбитражное разбирательство, обратившись в Международный центр по урегулированию инвестиционных споров. В своем иске U. ссылалась на многочисленные нарушения двустороннего договора о защите инвестиций, заключенного между S. и A. в 1997 г. Ответчик направил в арбитражный суд встречное требование к U., основанное на нарушении истцом прав человека. Истец отрицает наличие у арбитражного суда юрисдикции и, альтернативно, оспаривает обоснованность встречного требования.

S. и A. являются государствами – участниками Конвенции об урегулировании инвестиционных споров между государствами и физическими или юридическими лицами других государств 1965 г.

**Представьте аргументированные ответы на следующие вопросы:**

- 1. Обладает ли арбитражный суд юрисдикцией рассматривать это встречное требование?**
- 2. Есть ли юридические основания считать, что на истца распространяются нормы о защите прав человека?**
- 3. Если да, то какие и были ли они нарушены?**

Выдержки из применимых международных договоров:

**1. CONVENTION ON THE SETTLEMENT OF INVESTMENT DISPUTES BETWEEN STATES AND NATIONALS OF OTHER STATES**

**Article 25**

(1) The jurisdiction of the Centre shall extend to any legal dispute arising directly out of an investment, between a Contracting State (or any constituent subdivision or agency of a Contracting State designated to the Centre by that State) and a national of another Contracting

State, which the parties to the dispute consent in writing to submit to the Centre. When the parties have given their consent, no party may withdraw its consent unilaterally.

**Article 46**

Except as the parties otherwise agree, the Tribunal shall, if requested by a party, determine any incidental or additional claims or counterclaims arising directly out of the subject-matter of the dispute provided that they are within the scope of the consent of the parties and are otherwise within the jurisdiction of the Centre.

**2. AGREEMENT BETWEEN A. AND S. ON THE RECIPROCAL PROMOTION AND PROTECTION OF INVESTMENTS**

**Article I**

**DEFINITIONS**

1. For the purposes of this Agreement, the term "investors" shall mean:

(a) Individuals having their domicile in either Party and the nationality of that Party, in accordance with the agreements in force on this matter between the two countries;

(b) Legal entities, including companies, groups of companies, trading companies and other organizations constituted in accordance with the legislation of that Party and having their main office in the territory of that Party.

2. The term "investments" shall mean any kind of assets, such as property and rights of every kind, acquired or effected in accordance with the legislation of the country receiving the investment and in particular, but not exclusively, the following:

Shares and other forms of participation in companies;  
Rights derived from any kind of contribution made with the intention of creating economic value, including loans directly linked with a specific investment, whether capitalized or not;

Movable and immovable property and real rights such as mortgages, privileges, sureties, usufructs and similar rights;

Any kind of rights in the field of intellectual property, including patents, trade marks, manufacturing licenses and know-how;

Concessions granted by law or by virtue of a contract for engaging in economic and commercial activity, in particular those related to the prospection, cultivation, mining or development of natural resources.

The content and scope of the rights corresponding to the various categories of assets shall be determined by the laws and regulations of the Party in whose territory the investment is situated.

No modification in the legal forum in which assets and capital have been invested or reinvested shall affect their status as investments in accordance with this Agreement.

3. The terms "investment income or earnings" shall mean returns from an investment in accordance with the definition contained in the preceding paragraph and shall expressly include profits, dividends and interest.

4. The term "territory" shall mean the land territory of each Party, as well as the exclusive economic zone and the continental shelf beyond the limits of the territorial sea of each Party over which it has or may have, in accordance with international law, jurisdiction and sovereign rights for the purposes of prospection, exploration and conservation of natural resources.

**Article X**

**SETTLEMENT OF DISPUTES BETWEEN A PARTY AND INVESTORS OF THE OTHER PARTY**

1. Disputes arising between a Party and an investor of the other Party in connection with investments within the meaning of this Agreement shall, as far as possible, be settled amicably between the parties to the dispute.

2. Where a dispute within the meaning of paragraph 1 cannot be settled within six months from the date on which one of the parties to the dispute instigated it, it shall, at the request of either party, be submitted to the competent tribunals of the Party in whose territory the investment was made.

3. The dispute may be submitted to an international arbitral tribunal in any of the following circumstances:

(a) At the request of either party to the dispute, when no decision has been reached on the substance 18 months after the judicial proceeding provided for in paragraph 2 of this article began or

When such a decision has been reached, but the dispute between the parties persists;

(b) When both parties to the dispute have so agreed.

4. In the cases provided for in paragraph 3 above, disputes between the parties within the meaning of this article shall be submitted by mutual agreement, unless the parties to the dispute have agreed otherwise, either to an arbitral proceeding in accordance with the Convention on the Settlement of Investment Disputes between States and Nationals of Other States of 18 March 1965, or to an *ad hoc* arbitral tribunal established in conformity with the rules of the United Nations Commission on International Trade Law.

If, three months after the date on which one of the Parties requested the commencement of arbitral proceedings, no agreement has been reached, the dispute shall be submitted to an arbitral proceeding in accordance with the Convention on the Settlement of Investment Disputes between States and Nationals of Other States of 18 March 1965, provided that both Parties are a party to that Convention. If they are not, the dispute shall be submitted to the *ad hoc* tribunal mentioned above.

5. The arbitral tribunal shall make its decision on the basis of this Agreement and, where appropriate, on the basis of other treaties in force between the Parties, the domestic law of the Party in whose territory the investment was made, including its norms of private international law, and the general principles of international law.

6. The arbitral award shall be binding and each Party shall execute it in accordance with its legislation.

