**Are these statements true or false?**

|  |  |
| --- | --- |
| 1. The institutional arbitration rules shall apply to an arbitral process only to the extent that the parties to an arbitration agreement referred to them in it.
 | X True □ False |
| 1. Arbitration cannot take place in a State that has no connection with the dispute or with the parties.
 | □ True X False |
| 1. Arbitration with its seat in State B between two companies both organized under the laws of the State A and having their seat in the same State A, concerned with a contract to be performed in the same state A is a domestic arbitration.
 | □ True X False |
| 1. The written form is a formal requirement for the validity of an arbitration agreement under the New York Convention 1958.
 | X True □ False |
| 1. A State court may have jurisdiction to make a default appointment of arbitrators
 | X True □ False |
| 1. The seat of the arbitration is always the same place where the hearings of the arbitral proceedings take place
 | □ True x False |
| 1. Arbitral awards cannot be enforced without the consent of the party against whom it is rendered.
 | □ True X False |
| 1. Kompetenz-Kompetenz principle prevents arbitrators from ruling on its own jurisdiction when one of the parties raised an objection about the validity of the arbitration agreement
 | □ True X False |
| 1. In any case and under no circumstances a party may challenge an arbitrator it has appointed or contributed to appoint
 | □ True X False |
| 1. Arbitration agreements can be concluded for contractual matters only in the form of arbitration clause contained in a contract
 | □ True X False |

**Select the right answer to the questions below ticking one (and just one) of the proposed multiple-choice answers**

**11. The law governing the arbitration agreement concluded as an arbitration clause contained in a contract:**

1. is always the law applicable to the contract that contains the arbitration clause
2. is always the law of the seat of the arbitration, notwithstanding any other agreement of the parties
3. may be either the law chosen by the parties for the contract that contains the arbitration clause or the law of the seat of arbitration
4. is always the law determined by the arbitral tribunal at its sole discretion, even in contrast with a different agreement of the parties

**12. The *lex arbitri* (curial law) does not govern:**

1. time-limits for rendering the award
2. the capacity of the parties to enter into an arbitration agreement
3. the powers of the arbitrator
4. the form and validity of arbitral awards

**13. The arbitral proceedings commence by:**

1. a request for arbitration containing, amongst other things, the appointment of the arbitrator and an invitation to the other party to appoint its arbitrator, if it is so provided by the arbitration agreement
2. serving the opposing party with an invitation to defer the dispute to the arbitral tribunal
3. lodging an application with the State court seeking for judicial appointment of the arbitral tribunal and for an order to the arbitral tribunal to resolve the dispute

**14. An arbitral award by which arbitrators decline their own jurisdiction:**

1. terminates the arbitral process without prejudice of the merits of the case
2. has *res judicata* effects
3. may be coercively enforced against the losing party

**15. Arbitrators’ power to render provisional and protective measures:**

1. are in any event granted to arbitrators notwithstanding any other agreement between the parties and notwithstanding any other provision of law in force in the state of the seat of arbitration
2. are conferred on arbitrators only to the extent that the law of the seat so provides
3. can be exercised at the sole discretion of the arbitrators

**16. The merits of the dispute referred to arbitration:**

1. concerns the jurisdiction of the arbitral tribunal
2. refers to the substance of the dispute, that is to say to the determination of the substantive legal rights and obligations of the parties
3. can be decided by the arbitral tribunal only when there’s no challenge to its own jurisdiction

**17. As far as the rules of procedure applicable to an arbitral process:**

1. they must be chosen by the parties in the arbitration agreement, under pain of nullity of the arbitration agreement itself
2. they are always the same rules of procedure that apply to litigation before the Courts of the state of the seat
3. they can be agreed on between the parties or, failing any agreement between the parties, they shall be determined by the arbitrators

**18. Emergency arbitrators for granting urgent measures:**

1. may be appointed under institutional arbitration rules even before the formation of the actual arbitral tribunal
2. may be appointed only by state courts when the arbitral process is stayed for whatsoever reason
3. may be appointed by the parties in respect of a dispute pending before courts of a state other that the state of the seat of the arbitration

**19. Uncitral Model Law on international commercial arbitration:**

1. is directly applicable in any state which provides arbitration as permitted method of resolving disputes
2. may be applied by arbitrators if and to the extent the law of the seat contains provisions that contravene to the general principle of arbitration
3. is never directly applicable, as it must be transposed into national legal systems by the adoption of an arbitration law inspired by or based on it

**20. Arbitrators:**

1. must be chosen by or on behalf of the parties from a specific category of legal practitioners
2. may be any natural person the parties wish, provided they are of legal age and have general capacity to act
3. they must be appointed from among judges who are members of the public judicial system