



**ICAMEK MOOT COURT COMPETITION 2025 MOOT PROBLEM**

**FoxCo Limited** is a leading software company specialising in the design and implementation of websites for e-commerce transactions. **Tofayo Limited** is a startup company that provides food delivery services.

On 17 February 2025, the two companies entered into a contract for the development and implementation of an e-commerce website for $ 10,000, enabling Tofayo Limited to effectively run its food delivery services. Tofayo Limited made an initial payment of 5,000 US Dollars to FoxCo Limited and promised to pay the balance upon completion of the website. The website was to be completed by the 28th February 2025.

On the 28th February 2025, FoxCo Limited handed over the website to Tofayo Limited. On running the website, Tofayo Limited noticed that the website could not load its home page. The Chief Executive Officer of Tofayo Limited, Ms Padme Kulaba, through email expressed their dissatisfaction with FoxCo Limited. In the email, she stated that Tofayo Limited would not be paying the balance of 5,000 USD.

The Chief Executive Officer of FoxCo Limited, Mr Darth Tunula, wrote back informing her that they had tested the website in the presence of the ICT Director at Tofayo Limited, Ms Amidala Kirabo. When asked, Ms Amidala replied

*‘Frankly speaking, I did not have a look at the homepage, we just had a general discussion about the setup of the website. ’*

Clause 15 of the contract stipulates that

*If either party fails to cure any event of default within the applicable cure period of 5 days, the other party shall terminate this agreement, and all amounts due hereunder shall be immediately due and payable.*

On the 5th March 2025, Ms Padme emailed Mr Darth saying that:

*I really need this website to be up and running since we are running a food business and losing money. As Tofayo, we feel we have been very patient and are running out of time.*

*If you do not get us a functioning website by 10th March 2025, I shall be left with no choice but to refer this matter to the International Centre for Arbitration and Mediation Centre Kampala*.

FoxCo Limited did not respond to this email.

In a bid to save its business and serve its customers, Tofayo Limited contracted **CompX Limited** to help it set up the website and incurred an extra cost of 8,000 US Dollars.

On 20th April 2025, Tofayo Limited, through its lawyers of Yoda & Co. Advocates, wrote to the Registrar of ICAMEK requesting for arbitration. The Registrar, in turn, wrote to FoxCo Limited notifying them of the request for arbitration.

This particular contract at Clause 20 has a dispute resolution clause that states;

*“In the event of a dispute, controversy of claim arising out of or in*

*connection to this contract, the parties shall first refer the dispute to mediation.*

*If the mediation fails, either party shall refer the dispute, controversy arising out of or in connection with this contract, including any question regarding its existence, validity or termination, to arbitration under the International Centre for Arbitration and Mediation Kampala Arbitration Rules 2018.*

1. *The number of arbitrators shall be three.*
2. *All three arbitrators shall be appointed by ICAMEK.*
3. *The seat of arbitration shall be Kampala, Uganda*
4. *The language to be used in the arbitral proceedings shall be English*
5. *The governing law of the contract shall be the substantive law of Uganda.”*

On 25th April 2025, FoxCo Ltd wrote to the Registrar, ICAMEK, stating that any Arbitral Tribunal appointed lacked jurisdiction to hear the matter. It further informed the Registrar and Tofayo Limited that it would be taking the case to Court.

Tofayo Limited wrote back and stated it would only take part in the Court-Annexed Mediation and not any other proceedings in Court. The mediation failed. Subsequently, Tofayo Limited informed the Registrar, ICAMEK, of the same.

On the 15th May 2025, the Registrar, ICAMEK, communicated the appointed Arbitral Tribunal to the parties.

**In addressing the above problems, teams are required to address the following;**

1. Whether the Arbitral Tribunal has jurisdiction?
2. Whether Tofayo Ltd has a cause of action against FoxCo Ltd?
3. What remedies are available to the parties?

**INSTRUCTIONS TO THE TEAMS**

1. Teams shall comprise students registered at a Ugandan University, and the moot is not limited to only Bachelor of Laws students.
2. The team composition shall be left to the discretion of the university. However, for the oral hearing stage, the teams shall present two oralists.
3. Teams shall not consist of students who have previously taken part in the Willem C. Vis International Commercial Arbitration Moot and Deakin Arbitration Moot. However, the teams may be coached by Vis Moot Alumni.
4. The moot shall comprise the written advocacy stage and the oral advocacy stage.
5. For written advocacy, teams are required to draft and submit two memoranda, one for the Claimant and the other for the Respondent.
6. The Claimant’s memorial shall be sent to moot@icamek.org not later than 23:00 hrs on 15th October 2025.
7. The Respondent’s memorial shall be sent to moot@icamek.org not later than 23:00hrs on 30th October 2025.
8. If you have any questions regarding the moot problem, you may send tomoot@icamek.org not later 05th October 2025.
9. Following the grading memorials, the four teams that have scored the highest marks shall progress to the oral hearing stage.
10. At the oral hearing stage, the teams shall present their cases before a panel of arbitrators.
11. The oral hearing stage shall comprise two rounds, that is to say, one general round and a final round.
12. Teams are expected to address the procedural and substantive issues of the moot problem.
13. Each team shall have 30 minutes to present its case. However, with the discretion of the Arbitral Tribunal, the time may be extended to a period not exceeding 3 minutes.
14. Teams shall use the ICAMEK Arbitration Rules 2018.
15. For purposes of this Moot, presume that the ICAMEK and the Arbitral Tribunal have looked at the documents at **Rule 6 (2) (a), (d), (3) and (4)** and **Rule 7 (2) (b)** of the ICAMEK Arbitration Rules 2018.
16. Teams should presume that the parties have appointed their Arbitrators, and it is only the Presiding Arbitrator that is yet to be appointed.
17. Memorials should not exceed 15 pages, including the cover page and reference page.
18. The memoranda shall comprise a cover page, a list of statutes/treaties, a list of cases, a list of issues, brief arguments, jurisdiction, merits, prayers and references.
19. The cover page should include the title of the moot, the Party’s name, and the Special Number identifying the university. **No university name or team member names should appear anywhere in the Memoranda.**
20. The Special Number identifying the university shall be assigned and shared by the ICAMEK Secretariat after confirmation of participation.
21. Memoranda should have a Font Style of Arial, Font Size 12 for the body and 10 for the footnotes, Line spacing of 1.5 for the body and 1.0 for the footnotes.
22. Any form of plagiarism or copying shall lead to automatic disqualification from the moot.
23. The use of AI is strictly prohibited.

**END**