



2019 Manfred Lachs Space Law Moot Court Competition

Responses to Requests for Clarification

Suniza v. Azasi

1. What part of eZ1's construction was funded by Suniza?

All of eZ1 is funded by Suniza

2. According to the criteria of which law (international or national) were illegal purposes that are mentioned in the paragraph 15 of agreed statement of facts?

Clarification declined

3. Did Azasi also use the infused sefarite for its activities after occupying eZ1?

Yes

4. What are the provisions of the LS Agreement regarding transportation of personnel?

General provisions about liability and indemnity

5. Were any of the objects [including eZ1] mentioned in the Compromis registered in Suniza's or Azasi's national registry?

All were on Suniza's registry of space objects

6. Did either Suniza or Azasi apply for a patent concerning the sefarite bonding method?

Clarification declined

7. What are the details of the past joint space exploration activities and the Launch Services Agreement (LSA) signed between Suniza and Azasi including the financial aspects of the LSA agreement

Clarification declined

8. Was spring of 2030 the first time infused ore was transported to Earth?

Yes

9. Was the transportation of Sefarite included as an addendum to the Launch Services agreement, as paragraph 7 of the facts state that "Suniza paid Azasi to transport the processed sefarite"?

Suniza paid for research products not clearly defined in the LSA

10. Paragraph 9 of the facts mentions "the SDD research on eZ1". Does this mean that military personnel from SDD was on eZ1?

Yes

11. "The two countries have collaborated on research and development in the past and had started joint space exploration activities." In accordance with this quote does the LS Agreement have clauses detailing any potential joint registration of eZ1 on the Moon with both Suniza and Azasi?

No

12. After the accident on Azasi 7 occurred, were there any other manned flights from the Earth to eZ1 prior to Azasi terminating all space missions with Suniza?

No

13. Was it possible for Suniza to find another contractor (from another state, except St. Neo) to transport their crew, personal and equipment?

The only available one declined to assist

14. From whose territory and facility on the Earth was the Azasi 7 spacecraft launched?

Azasi territory and lunch facilities

15. Is it the ACS facility on the western shore of Suniza mentioned in the paragraphs 6 and 10 of the Agreed Statement of Facts? If yes, did Azasi launch its space mission mentioned in paragraph 14 also from that ACS facility?

No

16. Did Azasi find any other evidence of what could have caused the crash of Azasi 7?

No

17. What terms in the Launch Services Agreement defined the parties' obligations to each other in the event of termination of the agreement?

Clarification declined

18. What are the intervals of time between the completion of the eZ1 facility, the initial mining of sefarite, the purification of sefarite, the enhancement of sefarite, the explosion of Azasi 7, and the last ISPS mission?

Approximately two year intervals each, *i.e.* 10 years I total

19. After ISPS' final transport in paragraph 14 of the Compromis, did Suniza retain the intention to return to or further utilize the eZ1 facilities?

See paragraph 13

20. In what ways, if any, are DAIC's AI robots reliant upon Suniza? (e.g., do they draw power from Suniza, was Suniza IP used in creating their programming, etc.)

Created and powered by Suniza

21. When the enhanced sefarite was loaded onto the Azasi 7 spacecraft, was Suniza aware of any risk of explosion due to the presence or the quantity or the handling of the enhanced sefarite on-board the Azasi 7 and, if so, did Suniza take any steps to mitigate this risk?

No

22. Did St. Neo sign/ratify the rescue agreement?

Yes

23. Is Innovative Space Solutions (ISpS) an international organization (that happens to be incorporated in Azasi); and if so, has it declared its acceptance of the rights and obligations provided for in the Rescue Agreement, and are a majority of the States members of ISpS contracting parties to such agreement?

Clarification declined

24. Does issue 2 require addressing who is responsible for cleaning up debris from the explosion, or other possible remedies?

Clarification declined

25. Were the space shuttles which carried the material for building eZ1, and for the transportation of personnel and tourists, physically launched from within the territory of Azasi?

Yes

26. When Suniza sought evacuation from eZ1, were Azasi in any better a position than any other State to assist? (i.e. Were they transporting Azasi citizens back, and had spare seats on their ship which could have been filled by non-Azasi citizens, or would they have needed to make a specific trip to the moon to commence with a rescue)

New trip would be required

27. In what State is the company or entity that provided space tourism services, for the tourists stranded on eZ1, incorporated?

Clarification declined

28. What is the nature of the element sefarite? Is it radioactive or not? If the answer is ambiguous then can we presume that sefarite is not radioactive?

Clarification declined

29. Does the oxygen infused into sefarite make the ore being easily to explode or just being unstable but has no danger of explosion?

Clarification declined

30. Whether looking for a real material with properties of "sefarite" mentioned in the case, would be useful?

Clarification declined

31. Whether the cargo with infused ore was registered under Registration convention? If yes, by which state?

No

32. Whether there has been an agreement between Suniza and Azasi as to the State of Registry?

No

33. The last sentence of paragraph number 15 reads " Moreover, the discovery of the fabricated SOW components indicated Suniza had used the eZ1 for unlawful purposes." We had a doubt as to what discovery by the Azasi Scientists exactly is referred to as the "fabricated SOW component"?

See paragraph 7

34. When did LS agreement came into force?

The agreement has been in existence for quite some time

35. What was the time period when Azasi terminated the LS agreement?

When Suniza refused access to eZ1

36. What was the nature of the LS Agreement and was it formulated according to the bilateral treaty standards, as specified under the Vienna Convention on the Law of Treaties?

Formulated in accordance with the Vienna Convention

37. Is there any provision concerning apportionment of liability between Suniza and Azasi in the Launch Services Agreement?

General indemnity clauses

38. Was Suniza Defence Department's (SDD) classified program conducted on Earth or on the Moon? If the program was conducted on the moon, which module of eZ1 were they operating out of?

On eZ1, Modules 1 & 2

39. Was visual inspection was the standard methodology of inspection carried out by Azasi for its space missions?

Yes

40. Whether SDD engineers along with ACS carried out the classified program to use Sefarite for military purposes on the moon?

Yes, and ACS used same for commercial products as well

41. Was the placement/position of the eZ1 facility on the Moon of any distinct and strategic importance?

Yes, proximity to the special lunar rock

42. Subsequent to its Occupation and Use of eZ1, Did Azasi by having sole control of eZ1 restrict access of eZ1 to tourists and representatives of other countries?

Yes

43. At para 3 of the Compromis, it is stated that "The costs of maintaining the personnel from DAIC on the Moon were fully borne by Azasi". May we clarify if this arrangement formed part of the LS Agreement?

Yes

44. At the time when Azasi refused to transport the crew and tourists on eZ1 (para 13), were there any Azasi personnel or spacecrafts remaining on the Moon?

No

45. Does the LS Agreement have a termination clause?

Yes, breach is part of it, couched in general terms

46. Does the LS Agreement include anything relating to mining performed by DAIC Robots, and Module 5 of eZ1 being accessible only for Suniza personnel?

No

47. From the date of the crash, after how long was the proceeding for claim for compensation initiated?

Immediately thereafter

48. In Para. 14, Third last line: Suniza government officials disputed the methodology of the Azasi panel and stated that all of 'its' testing indicated the enhanced sefarite was as safe as the unenhanced purified ore. Which country does 'its' referring to i.e. all of Azasi panel's testing or all of Suniza government's testing and who are these Suniza Govt. Officials i.e. whether they are scientists or any members of some govt. research agency etc.?

Government spokesperson from International Relations

49. Para 13 of the Agreed Statement of Facts states that 'refused to transport Non-Azasi crew and personnel' whereas Para 18 states 'transportation of crew and tourists'. Please clarify which one is correct.

The question is erroneous

50. Are the launch and transportation services the whole content of the LS Agreement?

Yes

51. In Compromis para. 2, it stated that "Suniza and St. Neo have a centuries-long history of armed conflict including several land and sea battles in the last half of the 20th century, with a concomitant military arms race with each seeking a strategic advantage over the other." Did the military arms race terminated on the last century with the end of battles? or they still continue up to the submission of this case?

Still continuing

52. Did the Launch Services Agreement outline what was meant by the phrase "other resources" and were there any other conditions regarding what natural resources may be transported or in what condition they may be transported in?

No

53. Was the infused sefarite being transported to the western shore of Suniza used in the military arms race against St. Neo?

Used in SOW program

54. Have the number of signatories and the countries that have ratified the Space Law Agreements (especially the Outer Space Treaty and the Moon Agreement) changed in the timeline of the moot? Or do they remain the same as they are in 2019?

Same

55. Has Suniza ratified or signed the Moon Agreement?

Yes

56. Does issue 2 require addressing who is responsible for cleaning up debris from the explosion, or other possible remedies?

Clarification declined

57. In what State is the company or entity that provided space tourism services, for the tourists stranded on eZ1, incorporated?

Azasi