



2021

Manfred Lachs Space Law Moot Court Competition

Responses to Requests for Clarification

Proclivia

v.

Asteria

1. When did Proclivia register the DAME-7T satellite?

Clarification - Please refer to the Agreed Statement of Facts

2. Has PROCLIVIA previously launched more satellites to help its Antarctic investigation? Has its older generation of satellites (if there is one) been retired, or is it still in orbit and functioning?

Clarification - Please refer to the Agreed Statement of Facts

3. In its prayer Proclivia asks the Court to declare that Asteria is internationally responsible for impeding Proclivia's exercise of the freedom of scientific investigation under both the Outer Space Treaty and the Antarctic Treaty. At the same time Asteria has requested the Court to declare that Asteria is not responsible under international law for any alleged interruption of Proclivia's scientific investigation of Antarctica conducted from outer space. Does it mean that Asteria does not challenge the accusations of impeding any other type of the exercise of the freedom of scientific investigation by Proclivia?

Clarification – The arguments to be raised by either party to the proceedings are a matter for them to determine based on the Agreed Statement of Facts

4. Paragraph 17 provides that the parties agreed that "all background surveillance data had been accurate and was not a factor in the collision." In Paragraph 14, it discusses that CUSKO's SARASTRO program executed an emergency exit maneuver because it had not been programmed with information regarding the D.A.M.E.-7T. Does the failure to program SARASTRO with D.A.M.E.-7T's object information constitute background surveillance info?

Clarification is declined

5. Given that paragraph 9 mentions that Asteria announced it was a State Party to the Liability Convention, but paragraph 19 states that Asteria only signed (but did not ratify) the Outer Space Treaty, is Asteria considered a State party to the Liability Convention for purposes of our analysis?

Clarification is declined

6. Does CUSKO make any command & control communications with its constellation from Asterian territory?

Clarification - Please refer to the Agreed Statement of Facts

7. What is meant by non legally binding agreement?

Clarification is declined

8. Who licensed ORAMI as a launch pad? Paragraph 5 states ORAMI to have been licensed as an oil rig by Proclivian authorities but remains ambiguous as to who permitted the conversion into a launch pad.

Clarification is declined

9. Whether Proclivia is PAMINA compliant?

Clarification - Please refer to the Agreed Statement of Facts

10. Whether the satellites reported to be lost in paragraph 6 are CUSKO's?

Clarification - Please refer to the Agreed Statement of Facts

11. Our team would like to clarify the facts about the legal proceedings undertaken before CUSKO's launch. Specifically, there is no mention in the case to whether there was any national/international proceeding (registration, authorizations, etc.) either on behalf of PROCLIVIA or ASTERIA with regards to the deployment/launch of CUSKO's satellite constellation.

Clarification - Please refer to the Agreed Statement of Facts

12. Did Asteria register the CUSKO constellation on the UN register?

Clarification is declined

13. Are Proclivia and Asteria States parties to all treaties and instruments included in the Antarctic Treaty System?

Clarification is declined

14. Para. 4 - No national space law was adopted in 2025. But what about the time of the accident or at the time of the proceedings?

Clarification is declined

15. What exactly is the extent of the scientific cooperation between Asteria and Proclivia as stipulated by the Orokanga Accord in Agreed Statement #3? What terms are listed?

Clarification - Please refer to the Agreed Statement of Facts