



2017
Manfred Lachs Space Law Moot Court Competition

Responses to Requests for Clarification

Perovsk v. Titan

1. How did Perovsk's processing unit operate? (Fact para 15)

The units are referred to as pulverizers. This refers to their reducing ore to a powder that can be further refined for use in a 3D printer.

2. Where were the other two mineral-rich sites located? (Fact para 15)

Further away from *Mondiale* than the one at issue in this problem.

3. Has Titan informed the Secretary-General of the United Nations of any scientific discoveries from their activities on the moon?

No.

4. Were the processing units, mentioned in paragraphs 15 and 22 of the Compromis, within 15km of the *Mondiale* station, or a distance of at least 15km away from the *Mondiale* station?

The processing unit in question was no closer to *Mondiale* than 15km.

5. What were the specifications of Fireskin's authorized missions on the moon?

Paragraph 7 provides necessary data.

6. In para 5 of the Compromis, what were the findings of Perovsk's review of *Mondiale's* capabilities?

Perovsk became aware of the *Mondiale* station's capabilities and instrumentation.

7. In re paragraph 3 of the moot problem, whether the intergovernmental agreements are in the nature of a memorandum or a treaty.

Decline to comment.

8. In re paragraph 5 of the moot problem, what is the subject matter of Perovsk's registration with the UN's Registry of Space Objects.

The launch vehicle and the descent module.

9. Is there any information regarding the arrival of Perovskite astronauts?

The parties saw no reason to include such information in the agreed statement of facts.

10. How far did the Perovsk's processing installation unit works?

The unit functions *in situ* by processing lunar material delivered to it by the rover.

11. Did Titan register its lunar rover launched in 2024 to the UN or its national registry of space objects, and did Perovsk register its 3D printer to the UN or its national registry of space objects?

No issues of registration are in dispute between the parties.

12. In the paragraph 16 of the Compromis, Perovsk informed the UN Secretary General of the new installations on 12 August 2025. What is the specific content of that announcement?

They informed the Secretary General of the location and purpose of the pulverization units.

13. Perovsk's question 1(b) states: "Titan violated international law by failing to disclose its discoveries on the Moon."

However, Titan's questions in 2(b) states: "Titan was permitted to inspect Perovsk's processing stations, and is not liable to Perovsk for damages incurred." This omits the issue of scientific discovery. Is Titan supposed to address the question of the scientific discoveries? That is, are we meant to defend Titan against the claim that they were supposed to supply Perovsk with the scientific information?

Decline to comment.

14. Did Perovsk place the regolith processing equipment on the UN registry of space objects?

No issues of registration are in dispute between the parties.

15. Did Titan publicly disclose its atmospheric research? If so, when?

No publication is included in the facts. That Perovsk was aware of *Mondiale's* instrumentation is revealed in paragraph 5 of the facts.

16. What was the arrangement between Perovsk and Titan regarding the launch of the Mobile Surveying Unit - Did Titan pay Perovsk money or any other consideration for the launch of the rover?

See paragraph 2. Titan purchased launch and descent services from Perovsk, just as it had for the *Novum Organum* missions.

17. Did Perovsk know how much ilmenite Fireskin was mining?

Perovsk exercised supervisory authority over Fireskin's operations consistent with authorizing a mission intended to develop commercial opportunities on the moon.

18. Which State registered Titan's rover that collided with Perovsk's processing facilities?

Titan.

19. Was the Applicant's processing equipment built solely from lunar material or did it include any material brought from Earth?

See paragraphs 14 and 15. The 3D printer came from Earth. The processing units contain lunar material.

20. Why are *Novum Organum* sites qualified as "priceless" and "intact", in para. 21? What exists there?

These are Titan's characterizations of physical terrain undisturbed by resource extraction or industrial equipment.

21. Does the reference to "*ex aequo et bono*" in claim (a) by the Applicant, in connection with the statement that both parties consent "to the full list of sources in both Article 38(1) and (2) of the ICJ Statute" (para. 24), mean that both parties bestowed upon the Court the jurisdiction to decide said claim (a), and only this claim, *ex aequo et bono*, according to Article 38 para. 2 of the ICJ Statute?

Please see the clarification issued on 20 October 2016.

22. Was the rover that collided with the processing unit registered in Titan's registry of space objects?

Yes.

23. Has Titan expressly agreed to the use of *ex aequo et bono* in part A of Perovsk's submission?

Decline to comment.

24. Was there any pre-launch agreement concluded between Perovsk and Titan prior to the launch of the mobile surveying unit referenced in ¶9 of the Agreed Statement of Facts?

Service purchase contract only for launch and delivery.

25. Have there been previous claims regarding *Novum Organum* landing and exploration sites as cultural heritage by Titan?

The parties saw no reason to include such information in the agreed statement of facts.

26. Are there any other counties except of Perovsk and Titan carrying out their activities on the Moon?

None.

27. Were the shuttle (mentioned in §9 of Agreed Statement of Facts) and the descent unit used to carry *Mondiale* registered (UN or national registry)?

No issues of registration are in dispute between the parties.

28. Is the construction of regolith processing units at various locations that are physically detached from the *Tekla* Station itself regarded as “Activities at the *Tekla* station” (see 25 1 (a) of the compromis)?

Yes.

29. Are operations of the regolith processing units at various locations that are physically detached from the *Tekla* Station itself regarded as “Activities at the *Tekla* station” (see 25 1 (a) of the compromis)?

Yes.

30. Was the Titanite Mobile Surveying Unit delivered by Perovsk to the Moon registered? (Para 9)

No issues of registration are in dispute between the parties.

31. Was the Descent Unit of Perovsk separated from Titan's *Mondiale* space station upon its descent onto the lunar surface? (Para 5)

Yes.

32. How far is Perovsk's regolith processing equipment from the *Novum Organum I* site?

Perovsk's regolith processing equipment overlaps and intersects with various tracks and discarded artifacts of *Novum Organum*.

33. What all equipment is there at the *Novum Organum I* site? Alternatively, is at least the decent stage unit still there?

The *Compromis* reflects all facts agreed upon between the parties. Decline further to comment.

34. Was the 3D printer, delivered by the Republic of Perovsk in 2025, registered in a national space register?

No issues of registration are in dispute between the parties.