



2018
Manfred Lachs Space Law Moot Court Competition

Responses to Requests for Clarification

Neapilia v. Kalvion

1. Was the communication loss between Kalvion's Aeneas-1 satellite and the UMVs Mk2 due to a loss of communication between the satellite and the UMVs, or because the UMVs were damaged due to the change in temperature on Mars?

No comments.

2. Did Neapilia participate in the Seychelles agreement?

No.

3. Did the Security Council's resolution constitute a determination that there exists of a threat to the peace, breach of the peace, or act of aggression?

No comments.

4. Will the text or supplemental information on the UN Security Council's Resolution be released or will we be made to make inference from the information given?

Please refer to the existing information.

5. Will more information on the Sychelles Declaration be released?

No.

6. How high above the surface of Mars did the OptronRay mirrors orbit, and at that height, did Neapilia perform any research as to whether their experiments would cause interference in Kalvion's mining operation?

No comments.

7. Are both Neapilia and Kalvion signed on to the Vienna Convention on the Law of Treaties, and are there any other treaties (besides the five treaties on outer space) they have signed on to that are relevant to this proceeding?

The 1969 Vienna Convention on the Law of Treaties is binding upon the Parties to the dispute.

8. The Problem's Statement of Facts #20 notes that all of the HAMs that SalPA sold to States and individuals were HAMs sales "subject to successful demonstration of the first OptronRay mirrors during the Technology Trial." Then the Problem's Statement of Facts #10 subsection iii. states that "The results of the Technology Trial were to be reported by the end of 2053," and the Problem's separate Timeline of Events says that by the end of 2053, the results of the Technology Trial were reported. However, the Problem's Statement of Facts #32 states that after SalPA discontinued their '50 Rays' program due to the cyberattack which occurred in 2056, "All pending orders and contracts for HAMs were cancelled because the orbital mirror technology could not be demonstrated to the satisfaction of clients before the Technology Trial was suspended." It seems that, based upon the text of the Problem, the results of the Technology Trial were reported by the end of 2053 - years before the cyberattack occurred in 2056 that caused the suspension of the mirrors program. And the Problem seems to convey that when the Technology Trial results were released at the end of 2053, the results displayed a 'successful demonstration of the first OptronRay mirrors.' Therefore my team's question essentially is pointing out this inconsistency within the text of the Problem, and is asking whether the States and individuals breached their contract to purchase HAMs from SalPA Corp. when they cancelled their orders?

Paragraph 32 is definitive.

9. Are experts performing cyber-attacks government employees?

No comments.

10. Did Kalvion report and/or register any of its space activities to the UN Secretary General or the International Community?

Yes.

11. Paragraph 10 states that SalPa Corp announced their 50 Rays programme. When did this announcement take place and to whom was it directed?

The announcement was made according to paragraph 9.

12. Were there any other countries, other than Neapilia and Kalvion, conducting activities on Mars?

No comments.

13. Were the mirrors registered by Neapilia?

Yes.

14. Was the mining activity of Kalvion known by the international public?

Yes.

15. Did the liquidation of SalPA Corp take place due to the inadequacy of funds or non-receipt of funds?

See paragraph 32.

16. When exactly were communications between Aeneas-1 and UMVs lost?

March 2054.

17. Does the control system in paragraph 31 consist of physical components?

No comments.

18. When did Kalvion know about the contents of the OptronRay?

See paragraph 19.

19. Why was Kalvion not aware of the possibility of Mars' environmental disarrangement by SalPA Corp. which had been already indicated in 2046?

No comments.

20. Is the “unknown source” in paragraph 30 a space object under Article 1(d) of Convention on International Liability for Damage Caused by Space Objects?

No comments.

21. Has Neapilia installed the new control system to re-operate her Mirrors? If the answer is Yes, why she did not engage in the ‘50 Rays’ programme again? If the answer is No, why she did not(/could not) install new control system despite the fact that Mars settlement plan was fatal for her?

No comments.

22. How much did it cost to liquidate the SalPA Corp.?

No comments.

23. Were the OptronRay mirrors built in space?

No comments.

24. Was the command system, which was taken over by Kalvion through remote electronic interference, on board TheosAres?

No comments.

25. Did the electronic interference by Kalvion target the Telemetry tracking and control subsystems of the OptronRay Satellite?

No comments.

26. Was the space mining program of Neapilia was terminated or suspended?

It was suspended *sine die*.

27. Whether Kalvion conducted a safety assessment before using the nuclear-powered UMVs?

No comments.

28. Whether SEINAR was a government owned public enterprise or a private enterprise?

See paragraph 16.

29. Whether Neapilia was aware of Kalvion's ongoing mining operations before starting its own activities?

No comments.

30. Whether Kalvion and Neapilia entered into negotiations about their conflict and whether Neapilia made any attempts to alter its program?

See paragraph 34.

31. Whether the cyber interference that Kalvion indulged in was exclusively from an earth-based location, or did it involve a space component to execute the same?

No comments.

32. Whether the cyber experts or astronauts (on TheosAres) are a part of/in any way associated with their respective armed forces/military?

No comments.

33. The Agreed Statement of Facts says in paragraph 31 “Due to high scale of command interference, the system was irrevocably ‘locked’, requiring the installation of an entirely new control system” while paragraph 33 says the Kalvionian Minister of Foreign Affairs stated that ‘these lawful countermeasures would be maintained pending a declaration of the authorities of Neapilia that the ‘50 Rays’ programme would be definitely abandoned’. Does that mean that Kalvion could unlock the control system anytime and would not do that unless Neapilia abandoned its mission, or that Kalvion has no power to withdraw the attack, but would boycott the OptronRay operation over and over again, if Neapilia will not cease it? In other words, is the cyber operation still ongoing or is the statement by Kalvion’s minister to be viewed as threatening a repetition?

No comments.

34. According to the Agreed Statement of Facts paragraph 30, on 5 January 2056, TheosAres’ personnel observed the two OptronRay mirrors orbiting Mars gradually beginning to change their angle by 3° per day. In-depth investigations showed that OptronRays' control system had been overtaken by a remote electronic interference from an unknown source outside the station. Is the unknown source outside the station located in outer space – this includes the forwarding of

the signal by a satellite or vessel or similar device in outer space – or is the electronic interference transmitted directly from the earth’s surface (without forwarding).

No comments.

35. Were the cyber-attacks ceased after liquidation of SalPA Corp.?

See paragraph 33.

36. What representatives (private or public from developed or developing countries) concluded contracts for HAMs?

No comments.

37. How did Kalvion share the resources from its mining activities?

No comments.

38. Were resources extracted from Mars by SIENAR provided for purchase to any third party governmental or private consumer, regardless of national origin and on a non-discriminatory basis, or were they exclusively accessible to Kalvion?

No comments.

39. What is the proportional representation of State Parties to the Moon Agreement and space faring countries that adopted the Seychelles Declaration?

No comments.

40. How do Kalvion’s nuclear power generators operate?

No comments.

41. Did Neapilia’s OptronRay mirrors alter the environmental conditions on Mars?

No comments.

42. Regarding Kalvion’s request to cease the OptronRay Technology Trial, the facts state that this request occurs on March 2053 (para. 23) while the timeline states December 2053. Which month should we take into account?

March 2053.

43. Is HAM attached to the surface of Mars?

Yes.

44. Is UMV 1 still functional?

UMVs "1" were replaced by UMVs Mk2.

45. Did the lockdown cause requirement of a physical reinstallation of the system, or a software reinstallation?

See paragraph 31.

46. Had the 50 Rays Programme, consisting of construction of bigger mirrors, already begun when the hacking activity took place?

No.