



THE 2019 MANFRED LACHS SPACE LAW MOOT COURT COMPETITION

INTERNATIONAL COURT OF JUSTICE

Case Concerning Military Uses of Space Resources

THE STATE OF SUNIZA

(APPLICANT)

V.

THE REPUBLIC OF AZASI

(RESPONDENT)

AGREED STATEMENT OF FACTS



THE 2019 MANFRED LACHS SPACE LAW MOOT COURT COMPETITION

CASE CONCERNING MILITARY USES OF SPACE RESOURCES

Agreed Statement of Facts:

1. The State of Suniza (“Suniza”) is a coastal country which boasts a long history of commercial mining activity. Approximately twenty years ago, Suniza embarked on an ambitious program to harness its mining expertise to explore celestial bodies for space resources. Suniza adopted a space policy focused on establishing mining operations on the Moon. It entered into a launch services agreement (“LS Agreement”) with its northern neighbor, the Republic of Azasi (“Azasi”) for the purchase of services necessary for its lunar mining activities. These services included launch and transportation services from the Earth to the Moon and from the Moon to Earth for Suniza personnel, equipment and other resources. By purchasing such services, Suniza was able to concentrate its research and development efforts on the desired lunar mining operations.

2. Suniza and Azasi share the same historical roots and cooperate on economic, scientific and cultural spheres. Azasi has developed space capabilities that include human and robotic missions to the Moon and other celestial bodies. The two countries have collaborated on research and development in the past and had started joint space exploration activities. Suniza does not share the same friendly relations with its other neighbors, particularly the St. Neo Islands off its western shore. 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. St. Neo is one of the few states with the technological capability to launch crewed missions to the Moon.

3. Suniza conducted lunar research missions that resulted in a permanent lunar facility, eZulwini 1 (“eZ1”). Pursuant to the LS Agreement, Azasi provided the spacecraft to transport the crew and engineers required to conduct lunar research activities. Azasi also transported all equipment required to construct eZ1. Duma Artificial Intelligence Corporation (“DAIC”), a commercial entity incorporated in Azasi, provided Artificial Intelligence (“AI”) robots that performed the actual lunar mining



THE 2019 MANFRED LACHS SPACE LAW MOOT COURT COMPETITION

activities. The costs for maintaining the personnel from DAIC on the Moon were fully borne by Azasi.

4. eZ1 consisted of research and processing facilities located in eight modules. A lunar habitation module provided accommodation quarters for the crew, while a second habitation module accommodated space tourists from various countries. The third module served as a processing facility for food and water. The other five modules provided research and development and materials processing facilities. Access to four of these modules was made available to the tourists and other visitors to eZ1. However, Module 5 was operated by personnel from Advanced Composite System Ltd (“ACS”), a private Suniza defense contractor and consumer product conglomerate, utilizing confidential and proprietary information. This fifth module also contained a habitation section for ACS personnel. After Module 5 was completed, but prior to commencing operations, representatives of Azasi were given a tour of the facility. Thereafter access was strictly limited to crew and engineers from Suniza.

5. The Artificial Intelligence robots were programmed to extract *sefarite*, a mineral resource found only in the innermost core of certain lunar rocks. The type of lunar rock that contained the *sefarite* was found only in an area with dangerous slopes and jagged edges approximately 10 kilometers from eZ1. The AI robots extracted the *sefarite* from lunar rocks and transported the ore to eZ1 for further processing.

6. The research and development efforts at eZ1 showed that the *sefarite* could be purified and then used in very small quantities as a bonding and hardening material for both plastics and steel products. Suniza paid Azasi to transport the processed *sefarite* to a facility operated by ACS on the western shore of Suniza. ACS contracted with the Suniza Government to incorporate small amounts of the *sefarite* in various commercial and industrial products. Preliminary studies by ACS indicated that the *sefarite* products would find favor in the market because of their strength and durability. Suniza made small, non-commercially viable quantities of *sefarite* available to Azasi and other states for scientific study.

7. The Suniza Defense Department (“SDD”) separately conducted a classified program to examine potential military uses of *sefarite*. SDD engineers worked with ACS to strengthen their military hardware and found that very small quantities of



THE 2019 MANFRED LACHS SPACE LAW MOOT COURT COMPETITION

sefarite could be used to provide vastly increased strength and hardening to materials. Thereafter, the SDD incorporated *sefarite* in its Strategic Offensive Weapons (“SOW”) program, which used sefarite to strengthen the casings for missiles and armored vehicles.

8. The SDD significantly enhanced its military capabilities with the *sefarite* products. Suniza encouraged full production of not only the SOW products, but civilian products as well. Suniza also increased funding to expand research and development of *sefarite*-based products on eZ1.

9. The SDD research at eZ1 indicated that the hardening properties of *sefarite* were enhanced when the purified ore was infused with oxygen in a low gravity process. The infused sefarite could only be detected with special equipment, as it was visually indistinguishable from non-infused ore. Suniza decided to infuse a small quantity of *sefarite* with oxygen in Module 5 on eZ1 which would be transported to the ACS facility in Suniza for incorporation into specific military weapons.

10. In the spring of 2030, the infused *sefarite* was loaded aboard the Azasi 7 spacecraft along with approximately 450 kg of non-infused ore, all bound for the ACS facility. ACS personnel informed Azasi that the contents of the cargo consisted of “sefarite ore” but did not otherwise identify or describe the enhanced sefarite. Prior to launch, Azasi conducted a visual inspection of the cargo, but did not detect or identify the enhanced sefarite or any unusual or potentially harmful aspects of the cargo. Thereafter, crew and passengers boarded Azasi 7, which was fueled and ready for take-off. Unfortunately, the spacecraft exploded just a few seconds after take-off on the lunar launchpad. The Azasi crew and a number of tourists from various countries perished instantly and the Azasi 7 spacecraft and Azasi launch pad were completely destroyed.

11. Azasi requested a thorough investigation on the probable cause of the crash. To that end, it sought consultations with Suniza to secure the site of the crash and bring back debris to an Azasi laboratory for examination. Azasi further requested permission to visit eZ1 to conduct further investigations. Suniza responded that it would review the matter but did not otherwise respond to the request.

12. After three months without a response from Suniza, Azasi assembled a team of investigators to be transported to the Moon. At that point, Suniza denied the Azasi



THE 2019 MANFRED LACHS SPACE LAW MOOT COURT COMPETITION

request for the investigators to visit module 5 of eZ1 or to utilize the habitation quarters of the other eZ1 modules for temporary housing. This refusal prompted Azasi to recall its crew working on the eZ1 and Azasi terminated all space missions with Suniza. Azasi announced that it would no longer provide any further human or robotic missions and support to eZ1. Suniza's refusal to allow the inspection was met with international condemnation. Most space-faring countries ceased co-operation with Suniza in space-related matters.

13. Unable to provide support for its crew, Suniza publicly announced that it would no longer continue activities on eZ1 and sought to evacuate the facility and transport all personnel back home. Azasi, however, refused to transport non-Azasi crew and personnel back to Earth. Innovative Space Solutions (ISpS), a launch services company incorporated in the St. Neo Islands, agreed to transport the crew and tourists stranded on eZ1. However, ISpS demanded and received three times their customary price for this type of transportation, banned transport of any *sefarite* in its spacecraft, and strictly limited the amount of personal effects that could be carried by the passengers.

14. Six months after ISpS transported the last crew and other personnel from eZ1, Azasi launched a mission to the Moon, and eventually gained access to the entire eZ1 facility, including the ACS module 5. Azasi scientists conducted inspections of eZ1, and in the process, found a partially destroyed computer hard drive which had been left behind by the ACS personnel and which contained the blue prints for the extraction of *sefarite* as well as the process for the oxygen infusion of the ore. Subsequent investigation of the crash site of the Azasi 7 spacecraft found traces of infused *sefarite*. A panel of Azasi scientists issued a report which concluded that the enhanced *sefarite* was potentially unstable until bonded with other substances. 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.

15. Azasi occupied the newly refurbished eZ1 and started processing *sefarite*. Azasi incorporated the *sefarite* in various commercial products utilizing Module 5 of eZ1. Suniza protested and demanded consultations with Azasi. Azasi refused the request for consultation, pointing out that Suniza had abandoned the facility and was neither conducting nor planning to conduct activities at eZ1. Moreover, the



THE 2019 MANFRED LACHS SPACE LAW MOOT COURT COMPETITION

discovery of the fabricated SOW components indicated that Suniza had used the eZ1 for unlawful purposes.

16. The parties have not been able to resolve this dispute. Suniza initiated these proceedings by Application to the International Court of Justice. Azasi accepted the jurisdiction of the Court and the parties submitted this Agreed Statement of Facts. At the time of the submission of this Statement of Facts to the ICJ, Azasi was in sole control of eZ1, and processing the *sefarite* for use in civilian commercial products.

17. Suniza requests the Court to adjudge and declare that:

1. Azasi is liable for the occupation and use of eZ1 contrary to international law and for the costs charged by ISpS for the transportation of the crew and tourists from eZ1 to Earth; and
2. Suniza is not liable for damages for the loss of Azasi 7 and launch pad.

18. Azasi requests the Court to adjudge and declare that:

1. Azasi had the right to occupy and use the abandoned eZ1 facility pursuant to international law and is not liable to Suniza for the transportation costs incurred with ISpS; and
2. Suniza is liable for damages for the loss of Azasi 7 and launch pad.

19. Both Suniza and Azasi are Parties to the UN Charter and the Outer Space Treaty, The Return and Rescue Agreement, the Liability Convention, and the Registration Convention. Azasi has signed but not ratified the Moon Agreement. Within the time frame of the case, no international exploitation regime has been established pursuant to Article 11 of the Moon Agreement. There is no issue of jurisdiction before the International Court of Justice.