



RESPONSE TO REQUESTS FOR CLARIFICATION
2013 LACHS MOOT PROBLEM
LYDIOS V. ENDYMION

Para. 2

Does the AOA's AIA contain any provisions apportioning liability or dealing with responsibilities regarding rescue and return; if not, is there any other Intergovernmental Agreement among the parties of the AOA dealing with liability or rescue and return?

No.

Para. 10

1) Was Bennu registered by Kandetta?

Bennu is registered in accordance with paragraph 1 of the UNGA Resolution 1721 B (XVI) of 20 December 1961.

2) Did the affirmative response for the use of the Artemis platform received by Kandetta constitute an approval by the AOA in accordance with the AIA?

Yes.

Para. 11

From which time on did Lydios know about the informal treaty, referred to in paragraph 11, between Kandetta and Endymion?

No comment.

Para. 12

What is the Endymion's connection to the Bennu spacecraft's occupants and contents?

No comment.

Para. 13

In para 13 it is stated that Lydios has abandoned the Luna-1 facility to the State Parties to the Outer Space Treaty. We came across that there is nothing in OST which gives reference for such kind of abandonment but since Article III of OST speaks about the UN Charter also, and for such activities the Secretary-General can take control of the structure and to resume one's control over such property the same has to be given back by the Secretary-General. So we would like to know whether the structure was abandoned in a sense that UN alone can take control of it and if it is so then the Compromis do not mention how Lydios has resumed the control.

No comment.

Para. 14

1) Does Endymion have a license to use the proprietary Lydios docking port design?

Yes.

2) In paragraph 14, when "Lydios licensed the right to use [the] docking port design to the AOA," did the license include any export control provisions, such as to limit the right of AOA member States to re-export the license or design to non-member States?

No comment.

3) Should it be thirteen and not three States in paragraph 14?

Three is correct.

Para. 15

1) Did the other States that were beginning to mount operations on the Moon as stated in para. 15 respect the MPA or make statements to Lydios or the international community that they were going to respect it? Were there any comments from these States about the perceived legality of the MPA?

No comment.

2) Did Endymion begin processing or utilization of lunar resources?

Yes.

3) To operate certain missions on Fortuna, is it necessary for Endymion to obtain certain assistance of operative information from Lydios, the launching State?

No.

Para. 17

1) Paragraph 17 of the compromis refers to other States which were attempting to occupy the abandoned structures of Luna-1 in 2007, but states that none had progressed beyond initial preparatory missions. What was the response to the Moon Protection Act of these other States considering that compliance with the Moon Protection Act would bar these missions from further progression?

No comment.

2) How did the Kingdom of Kandetta obtain design drawings and specifications of Lydios docking mechanisms?

No comment.

Para. 18

1) In paragraph 18, should it be Hekate-K and not Hekate?

It is Hekate.

2) Where exactly the changes to the lunar surface and subsurface caused by Lydios occurred: was it around Diana only or around Fortuna or the rest of Luna-1 complex?

No comment.

Para. 20

1) Does the Moon Protection Act was enacted specifically in relation to Luna-1?

Please read para. 20.

2) Does the Moon Protection Act require Lydios' authorization to enter the designated buffers zones and prohibit all tourism and commercial activities on the entire Moon, or does it only prohibit States from entering the buffer zones for the purposes of tourism or commercial activities within the buffer zones without Lydios' authorization, but still allow States' access to their space objects within the buffer zones for other purposes without authorization and allow tourism and commercial activities elsewhere on the Moon?

No comment.

3) Did the Moon Protection Act reaffirm Lydios' jurisdiction and control of the Luna-1 facility alone or also over the 23 three-dimensional buffer zones?

Please read para. 20.

4) Has any other State informed Lydios of non-recognition the authority of Lydios to impose the MPA?

No comment.

5) Did any other States (including State members of AOA), in addition to Endymion, present any objections to the MPA (its validity and binding force), imposed by Lydios?

No comment.

Para. 21

1) How many people have, if any, preceded and followed Mr Billippo's trip to the Moon and had successfully completed their tourist stay there?

Please read para. 21 with respect to the fact before Mr. Billippo's trip. Other than that, no comment.

2) Did the government officials of Endymion go on board Messenger-3?

No.

Para. 22

1) Was the presence of Mr. Billippo known to Lydios when Bennu requested refuelling at Diana?

Yes.

2) What was Mr. Billippo's role on the Bennu? Did he have any roles on board the Bennu or was he a passive passenger?

He was just a paying tourist.

3) Did Bennu's crew repair the probe's leak and refill the probe's fuel tank with propellants from Bennu, before attempting to refuel from the Diana facility?

The leak of the space probe was repaired by Bennu's crew but no propellant was transferred into the probe.

Para. 23

1) Is Ms. Ushojon stationed onboard of Lunar-1?

Yes.

2) Did commanders of Bennu and Diana communicate with their mission control centers or launching States in order to inform them about vehicle configuration, status, commanding, and other operational activities on-board (including off-nominal or emergency situations), especially in respect to propellant leak?

No comment.

Para. 24

1) Was the docking port that malfunctioned, as described in paragraph 24 of the Agreement/Compromis, manufactured on Earth and launched to the Moon, or was it manufactured in situ on the Moon?

Please read paras. 4 and 14.

2) Did Endymion utilize the malfunctioning docking mechanism on Fortuna which caused the failed docking of the Bennu during its occupation of Fortuna? If the answer is yes, did Endymion encountered similar malfunction?

Please read paras. 24 and 25.

Para. 25

1) Did Endymion perform any maintenance check-ups or related activities during its occupation of Fortuna? If so, were they routine or not?

No comment.

2) Does the result of investigation panel held by the OAO impose any obligations on Lydios or other States involved?

No comment.

Para. 26

1) What if any "damage" actually occurred to the twin probes that were lost; para. 26 says the "loss" of the twin probes, however Lydios claims it isn't responsible for the "failed deployment."

The twin probes were nor physically lost, but as the launch window was closed, the usefulness of the twin probes was lost. In other words, the "loss" of the probes is the failed deployment. There was no physical damage caused to the probes by the failed docking at Fortuna.

2) Does Endymion's claim for damages for the "failed deployment of Kandetta's twin probes" include that for the loss of the probes?

See answer above.

3) Does Endymion claim compensation for its own expenses arising out of a restitution owed to Kandetta?

No comment.

4) Regarding Kandetta's claim against Endymion for the docking port failure, mentioned in paragraph 26 of the Agreement/Compromis, has the claim between Endymion and Kandetta been settled, paid, or adjudicated?

No comment.

Para. 28

Is Lydios a State Party to the 1979 Moon Agreement?

Please read para. 28.