

INTERNATIONAL COURT OF JUSTICE



THE PEACE PALACE
THE HAGUE, THE NETHERLANDS

THE 2026 SPACE LAW MOOT COURT COMPETITION

CASE CONCERNING LIABILITY AND RESPONSIBILITY FOR SPACE ACTIVITIES
OF NON-GOVERNMENTAL CORPORATE ACTORS

INKATON
(APPLICANT)
v.
ACCADIA
(RESPONDENT)

MEMORIAL FOR APPLICANT

LIST OF ABBREVIATIONS

ILC	International Law Commission
ARSIWA	Articles on the Responsibility of States for Internationally Wrongful Acts
ARSIWA COMMENTARY	<i>ILC, "Draft Articles on Responsibility of States for Internationally Wrongful Acts, with commentaries", UN Doc A/56/10.</i>
COPUOS	Committee on the Peaceful Uses of Outer Space
LIAB	Convention on International Liability for Damage Caused by Space Objects
ARRA	Agreement on the Rescue of Astronauts, the Return of Astronauts and the Return of Objects Launched into Outer Space
OST	Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies
REG	Convention on Registration of Objects Launched into Outer Space
ARTEMIS ACCORDS	Principles For Cooperation In The Civil Exploration And Use Of The Moon, Mars, Comets, And Asteroids For Peaceful Purposes
LTS GUIDELINES	Guidelines for the Long-term Sustainability of Outer Space Activities
VCLT	Vienna Convention on the Law of Treaties
UN	United Nations

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QUESTIONS PRESENTED

- a. **Is ACCADIA liable and responsible under international law for Sargon's nonconsensual taking of Observer-1 from orbit?**
- b. **Is INKATON liable for compensation for Quipu's removal of parts from the Dagnet wreckage?**
- c. **Is ACCADIA liable and responsible under international law for all damage Transat caused to Quipu's lunar extraction facility and all costs and expenses Quipu incurred in rescuing and providing medical care for Dagnet's crew?**

STATEMENT OF FACTS

Background

Sargon Industries (“Sargon”) is a commercial corporation formed under the laws of Accadia that engages in a host of space services activities. The company owns and operates an orbital services platform in low Earth Orbit known as Earth Orbit Station 1 (EOS-1).

Sargon's launch facilities are in the neighbouring nation of Sabaku. Sabaku is also the Registry State for EOS-1 and all other space objects Sargon owns and operates, as well as the issuing State for Sargon’s abiotic space resource extraction license.

Quipu Enterprises (“Quipu”) is a privately owned corporation formed under the laws of Inkaton. Inkaton law restricts Quipu from directly or indirectly transferring any aspect or component of its proprietary space stealth technology to any foreign government, foreign national, or any entity other than the Inkaton government.

Accadia and Inkaton are each party to the United Nations Charter, OST, Liability Convention, Registration Convention, and Rescue and Return Agreement. Additionally, they are each a signatory to the Artemis Accords. Neither State is a party to the Moon Agreement. Sabaku is a party to the Registration Convention and the Moon Agreement. It is not a party to any other space treaty and is not a signatory to the Artemis Accords.

Dragnet

Dragnet is a fully autonomous spacecraft owned and operated by Sargon Corporation. It was constructed on EOS-1 using non-biological resources extracted from Cislunar space, including Earth orbit, materials, and component parts manufactured on Earth, and 3D printers.

Observer-1

Observer-1 is a stealth Earth observation satellite launched by Quipu. Although the Registry State was Inkaton, it malfunctioned immediately after deployment in orbit and became a rogue satellite unresponsive to any command relating to navigation, control, and propulsion.

Sargon’s nonconsensual taking of Observer–1 from orbit

After recognising the existence of Observer-1, which had become a rogue satellite, Sargon then requested Sabaku to immediately inform the United Nations Secretary-General of this discovery, while it publicly released such information to the media. Quipu responded that it owned and operated Observer1 and confirmed that it had lost navigation and control over the space object.

In response, Sargon requested Quipu’s consent to remove Observer-1 from orbit. Quipu denied the request for reasons that include Inkaton’s laws regulating the transfer of its

stealth space-related technology. Subsequently, Sargon then decided that, for purposes of space safety and economic prudence, Dragnet would remove Observer-1 from orbit and transport the errant satellite to EOS-1 for storage. Sargon took such action without prior notice to or consent of Quipu, Inkaton, Accadia, Sabaku, or any other entity. Quipu did not maintain any insurance coverage for this type of occurrence.

Transat

Sargon repaired and refurbished Observer-1 obtained from orbit and renamed the space object to Transat. Sargon then decided to place Transat in Low Lunar Orbit for research purposes and loaded the object onto Dragnet as a payload.

Condition of Dragnet

Dragnet was exposed to the effects of a solar particle event (SPE) over several hours, which caused severe damage to its life-support, propulsion, and navigation, and control systems, rendering it unable to maintain its orbit. Subsequently, Dragnet impacted with the lunar surface.

Quipu's Removal of parts from the Dragnet wreckage

After Dragnet impacted with the lunar surface close to Quilla's safety zone, Sargon did not request Quipu to secure Dragnet or any of its component parts. Quilla lawfully salvaged Sargon's proprietary A.I. software and other components.

Forced landing of Dragnet on the lunar surface

Before deploying Transat from Dragnet in Low Lunar Orbit a SPE took place, impairing the Dragnet and putting the health condition of Dragnet's crew in danger due to the exposure to radiation. Therefore, Dragnet prepared a manual landing according to the assistance of Quilla, but failed to navigate the spacecraft to the designated landing zone, resulting in impact with the lunar surface close to Quilla's safety zone.

Rescue and medical treatment of the crew of dragnet

Following Dragnet's forced landing on the lunar surface, Quilla dispatched personnel and vehicles in order to rescue the Dragnet's crew who suffered severe health conditions such as physical injuries and radiation exposure. Additionally, Quilla provided medical attention and care for the crew. Accadia requested Quilla to utilize telemedicine communications for executing the medical operations by the medical team assembled in its own state.

Damage caused by Transat to Quipu's lunar extraction facility

In the process of descent from Low Lunar Orbit to the lunar surface, Dragnet jettisoned Transat according to the safety procedures transmitted by Quilla. Transat consequently impacted with an above ground structure at Quilla, resulting in damage to Quipu's extraction facility. The damage includes the destruction of the above surface

structure, 2 kilograms of extracted He-3 contained in the structure, and resource-extracting equipment.

SUMMARY OF ARGUMENT

I. Accadia is responsible under international law for Sargon's nonconsensual taking of Observer-1 from orbit. The basis for State responsibility is an internationally wrongful act committed by the State. For an internationally wrongful act by a State to occur, an act consisting of an act or omission must be attributable to that State and must constitute a breach of an international obligation prescribed by international law. In this case, Sargon's actions are attributable to Accadia, and the nonconsensual taking of Observer-1 from orbit violates Articles 8 and 9 of the OST. Furthermore, no justifiable cause for noncompliance with the law exists.

Furthermore, Accadia is liable under international law for Sargon's nonconsensual taking of Observer-1 from orbit. Article 3 of the LIAB states that if damage occurs elsewhere than on the surface of the earth, the launching State bears liability for compensation if it is at fault. In this case, the damage occurred in outer space, and Accadia is at fault.

II. Inkaton bears no international responsibility for Quipu's removal of components from the wreckage of Dragnet. For State responsibility to arise, a breach of an international obligation must be established. In the present case, Quipu's removal of the components does not constitute a violation of any obligation under the Rescue and Return Agreement. Moreover, even assuming that the conduct amounted to a breach of an international obligation, circumstances precluding wrongfulness are present, and the wrongfulness of the act is therefore excluded.

Furthermore, Inkaton does not incur international liability for compensation in respect of Quipu's removal of components from the wreckage of Dragnet. Liability under Article 3 of the LIAB arises only where both damage and fault are established. The removal of components by Quipu caused no damage whatsoever, and, in any event, was not accompanied by any fault. Accordingly, no liability for compensation arises.

III. Accadia is liable and responsible under international law for all damage Transat caused to Quipu's lunar extraction facility. Accadia is liable for compensation under the LIAB Article 3 as the concerned damage was caused by the fault of Sargon and Accadia. In addition, under general international law, Accadia bears the obligation to make reparation based on its responsibility for its internationally wrongful acts executed by Sargon and Accadia.

Furthermore, Accadia bears the obligation to make reparation based on its responsibility for its internationally wrongful acts under general international law for all costs and expenses incurred by Quipu in the rescue and medical treatment of the crew of Dragnet.

ARGUMENT INCLUDING FOOTNOTES

I. ACCADIA is liable and responsible under international law for Sargon's nonconsensual taking of Observer-1 from orbit.

1. Accadia is responsible for its breach of international obligations.

A State incurs responsibility for an internationally wrongful act¹ under customary international law.² According to Article 2 of ARSIWA, such an act exists when conduct attributable to a State constitutes a breach of its international obligations.³

Here, Accadia is responsible for Sargon's recovery of Observer-1 because this conduct : [A] is attributable to Accadia; and [B] breaches its international obligations. Since [C] no circumstances precluding wrongfulness apply, Accadia incurs responsibility.

A. The conduct of Sargon constitutes conduct attributable to the State.

Regarding responsibility for national activities in outer space, Article 6 of OST provides that States Parties bear international responsibility for "national activities in outer space," whether carried out by governmental agencies or by non-governmental entities.⁴ The term "national activities" includes all activities conducted by private organizations.⁵

For activities of non-governmental entities, the responsible State is determined by whether it possesses jurisdiction over those activities under general international law.⁶ Where a State exercises jurisdiction and has authorised or approved such activities, responsibility is attributable to it.⁷

Sargon was formed under the laws of Accadia; its officers, directors, and shareholders are Accadian nationals, and the location of its headquarters and principal place of business is within Accadian territory.⁸ Sargon prohibits transferring its proprietary technology without Accadia's express approval, thereby demonstrating Accadia's exercise of legislative jurisdiction over Sargon's activities.⁹

¹International Law Commission, 'Draft Articles on Responsibility of States for Internationally Wrongful Acts with commentaries' (2001) A/56/10 ("ARSIWA Commentary"), p. 32, general commentaries, art. 1.

² *Application of the Convention on the Prevention and Punishment of the Crime of Genocide (Bosnia and Herzegovina v Serbia and Montenegro)* (Judgment) [2007] ICJ Rep 43, para. 385.

³ International Law Commission, "Articles on Responsibility of States for Internationally Wrongful Acts", (2001), UN Doc A/56/10 ("ARSIWA"), art. 1.

⁴ Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies (adopted 19 December 1966, entered into force 10 October 1967) 610 UNTS 205 ("OST"), art. 6.

⁵ Hobe Stephan ect., "Cologne Commentary on Space Law Volume I (Köln : Heymanns, 2009)" article 6, para. 28.

⁶ *Ibid.*, paras. 40, 46, 47.

⁷ *Ibid.*, paras. 46, 47.

⁸ Agreed Statement of Facts ("AF"), para. 1.

⁹ *Ibid.*, para. 4.

Accordingly, Accadia possesses jurisdiction over Sargon under the nationality principle.¹⁰ Sargon's outer space activities thus constitute "national activities" under Article 6 of OST and are attributable to Accadia under international law.

B. The taking of Observer-1 by Sargon and/or the process thereof constitutes a breach of international obligations

A State breaches an international obligation when its conduct does not conform with that obligation, regardless of the act's origin or character.¹¹

Here, Sargon's conduct: **(i)** infringed Inkaton's jurisdiction and control over Observer-1, violating Article 8 of the OST; and/or **(ii)** failed to show due regard for Inkaton's interests, breaching Article 9 of the OST.

(i) The conduct of Sargon infringed upon our State's jurisdiction and control over Observer-1 and violates Article 8 of the OST.

Under Article 8 of OST, a State of registry retains jurisdiction and control over its space object in outer space. This includes the competence to exercise legislative, executive, and judicial jurisdiction.¹² Consequently, taking a space object without the registry State's consent infringes upon its jurisdiction and control, violating Article 8.¹³

Here, Inkaton is the State of registry for Observer-1, owned by the Inkaton entity Quipu.¹⁴ Sargon's taking and appropriation of Observer-1 while in orbit¹⁵ rendered it impossible for Inkaton to exercise its jurisdiction and control over the object by taking and owning their own.

Accordingly, Sargon's taking of Observer-1 infringed Inkaton's jurisdiction and control over Observer-1 and violates Article 8 of OST.

(ii) Sargon failed to respect the obligation to pay due regard to the corresponding interests of the State of Inkaton and violates Article 9 of the OST.

Under OST Article 9, States Parties shall conduct space activities in accordance with the principles of cooperation and mutual assistance, and with due regard to the corresponding interests of all other States Parties.¹⁶

¹⁰Hobe ect., *supra* note 5, art. 6, para. 46.

¹¹ ARSIWA, art. 12.

¹²Hobe ect., *supra* note 5, art. 8. para. 44.

¹³ *Ibid* p.157, para. 46.; V. S. Vereschchetin 'International Space Law and Domestic Law: Problems of Interrelations' [1981] 9 Journal of Space Law pp. 31-32.; Howard A. Baker, "Space Debris: Legal and Policy Implications (Martinus Nijhoff Publishers 1989)" reviewed in 86 American Journal of International Law (1992), p. 155.

¹⁴ Clarification to the AF, para. 10.

¹⁵ AF, paras. 6, 9.

¹⁶ OST, art. 9.

The “due regard” obligation legally limits the freedom to explore and use outer space.¹⁷ It requires a State to maintain an appropriate standard of care to avoid endangering or interfering with other States’ safety and activities.¹⁸ Compliance is assessed by referencing conduct standards from space agencies and norms endorsed by international bodies, such as the United Nations, to determine the proper standard of behaviour.¹⁹

Guideline B.1 of the LTS Guidelines adopted by COPUOS, encourages States to voluntarily exchange information on space objects and orbital situations to enhance operational safety. It further calls for the establishment of coordination mechanisms to mitigate collision risks and hazards posed by uncontrolled re-entries, while facilitating effective access to and consistent understanding of such information.²⁰

Furthermore, Section 11 of the Artemis Accords, which are signed by 61 States Parties to the OST, Inkaton and Accadia, requires signatories to respect the LTS Guidelines.²¹ Under this Section, a State expecting its activities to cause harmful interference or safety risks must provide information regarding the location and nature of the activities in question.²²

Sargon removed Observer-1 without Inkaton’s prior notification or consent.²³ In situations that impact space safety, the LTS Guidelines, endorsed by national agencies and the United Nations, require prior information exchange and coordination. By failing to provide such information or coordinate, Sargon’s conduct was inconsistent with these established standards.

Moreover, Guideline D.2 of the LTS Guidelines provides that space debris management should avoid undue risk to property and even for hazardous objects, and must not affect existing ownership rights.²⁴ Sargon’s interference with Quipu’s ownership of Observer-1 was therefore inconsistent with the Guidelines.

Given these serious departures from relevant standards, Accadia failed to fulfil its “due regard” obligation toward other States under Article 9 of the OST. Accordingly, Accadia has breached that provision.

¹⁷ Hobe ect., *supra* note 5, art.9. para. 23.

¹⁸ *Ibid*, p.127, para. 25.

¹⁹ Setsuko Aoki ‘Space Security and International Law’ [宇宙安全保障と国際法] (2023) 716 Kokusai Mondai [International Affairs] 5.

²⁰ United Nations Committee on the Peaceful Uses of Outer Space, “Guidelines for the Long-term Sustainability of Outer Space Activities”, (2021), UN Doc A/74/20 (“LTS Guidelines”), Annex II, Guideline B.1, paras. 1, 2, 5.

²¹ U.S. Department of State, ‘The Artemis Accords: Principles for Cooperation in the Civil Exploration and Use of the Moon, Mars, Comets, and Asteroids for Peaceful Purposes’ (2020) (“Artemis Accords”), Section 11, para. 2.

²² *Ibid*. para. 5.

²³ AF, para. 7.

²⁴ LTS Guidelines, Annex II, Guideline D.2, para. 4.

C. There are no circumstances for precluding wrongfulness.

Accadia cannot invoke **(i)** countermeasures or **(ii)** necessity as circumstances precluding wrongfulness in respect of the internationally wrongful acts at issue. Under the ARSIWA, neither of these grounds is available in the present case, as the relevant conditions are not satisfied.²⁵

(i) Countermeasures in respect of an internationally wrongful act.

Countermeasures against another State's wrongful act preclude wrongfulness under customary international law.²⁶ To be lawful, three conditions must be met: (1) the target State must have committed a prior wrongful act;²⁷ (2) the injured State must have requested cessation and reparation before acting;²⁸ and (3) the countermeasure must be proportionate to the injury suffered.²⁹

However, in the present case, Inkaton has committed no internationally wrongful act. Furthermore, Accadia failed to call upon Inkaton to cease its alleged wrongful act or to provide reparation before resorting to countermeasures.

Accadia's seizure of Observer-1 is unlawful as Inkaton committed no prior wrongful act. The loss of control over the satellite does not constitute a breach, as technical malfunctions are inherent risks and remote removal is technologically unfeasible, requiring disproportionate risk and cost. Regarding the passive existence of such objects as a violation of Article 9 of the OST would unreasonably contradict the Treaty's object and purpose: the free and peaceful use of outer space.³⁰ Accordingly, the emergence of an uncontrollable space object is not prohibited under Article 9. Therefore, Inkaton's failure to prevent Observer-1's malfunction or to remove it immediately is not an internationally wrongful act. Additionally, lawful countermeasures require that the injured State notify the responsible State of its claim and provide an opportunity to respond.³¹

Here, Sargon acquired Observer-1 without prior notice or consent.³² Consequently, no opportunity to respond was afforded. Thus, the necessary conditions are not met, and Accadia cannot invoke countermeasures to preclude wrongfulness.

(ii) Necessity

Even for wrongful acts, necessity precludes wrongfulness under customary international law if four conditions are met: (1) the act safeguards an essential interest against

²⁵ ARSIWA, chapter. IV.

²⁶ ILC, Draft Articles on Responsibility of States for Internationally Wrongful Acts, with commentaries, UN Doc A/56/10 ("ARSIWA Commentary"), art.22., para.2.

²⁷ ARSIWA, art. 49(2).

²⁸ *Ibid*, art. 52 (1)(a).

²⁹ *Ibid*, art. 51.

³⁰ OST, preamble.

³¹ ARSIWA Commentary, art. 52. para. 4.

³² AF, para. 7.

grave and imminent peril; (2) it is the only means available; (3) it does not seriously impair an essential interest of other States or the international community; and (4) the invoking State did not contribute to the necessity.³³

Here, Accadia's conduct neither addressed a grave and imminent peril nor was the only available means. Safeguarding an essential interest requires objectively establishing such peril; mere apprehension is insufficient.³⁴

Although Accadia cites space safety and economic prudence,³⁵ Observer-1's presence posed no immediate threat. Since the 2009 Iridium-Kosmos collision, no major accidents have occurred despite over 54000 pieces of large debris in orbit,³⁶ proving that such objects do not inherently cause prompt damage. Furthermore, Sargon had alternative means, such as utilising Inkaton's other satellites, yet acted unilaterally.³⁷ Given that Sargon also sought economic gain, the taking was not the only means of safeguarding an essential interest.

Consequently, its actions were not the only means of safeguarding an essential interest, and the situation of necessity must fail.

2. Accadia bears liability to Inkaton in the present case.

A. Accadia bears liability pursuant to Article 3 of the LIAB.

Article 3 of the LIAB provides that where damage is caused "elsewhere than on the surface of the Earth" by a space object of one launching State to a space object of another launching State, the former shall be liable only if the damage is due to its fault or the fault of persons for whom it is responsible.

In the present case, **(i)** damage has occurred, and **(ii)** such damage was caused by a space object of Accadia; **(iii)** it occurred elsewhere than on the surface of the Earth, and **(iii)** Accadia was at fault. Accordingly, Accadia incurs liability under Article 3 of the LIAB.

(i) Damage has been caused to the State of Inkaton as a result of the conduct in question.

"Damage" within the meaning of Article 1 (a) of the LIAB refers to "loss of life, personal injury or other impairment of health; or loss of or damage to the property of States

³³ ARSIWA, art. 25.

³⁴ ARSIWA Commentary, art. 25, para. 15.

³⁵ AF, para. 7.

³⁶ ESA Space Debris Office 'ESA Space Environment Report 2025' [2025] <https://www.sdo.esoc.esa.int/publications/Space_Environment_Report_I9R1_20251021.pdf> accessed 10 february 2026, p. 29.

³⁷ AF, para. 7.

or of persons, natural or juridical, or property of international intergovernmental organisations.”³⁸The damages referred to here should be understood to include lost profits³⁹.

In the present case, Observer-1, which was taken from orbit by Sargon, was the property of Quipu, a juridical person incorporated in Inkaton.⁴⁰The transfer of ownership of Observer-1 effected by Sargon, therefore, constitutes loss of property of a juridical person within the meaning of Article 1 (a).

Moreover, Observer-1 had been launched on the premise that it would remain in orbit and conduct observation activities.⁴¹ As a result of its being taken from orbit by Sargon, those observation activities could no longer be continued. Accordingly, the conduct at issue also resulted in the loss of profits that would have been obtained through the continued operation of the satellite had it not been removed from orbit.

(ii) The damage was caused by a space object with Accadia as the "launching State."

A “launching State” of a space object, within the meaning of Article 1 (c) of the LIAB, means a State which launches or procures the launching of a space object, or a State from whose territory or facility a space object is launched.⁴² The concept of “launching State” was intended to allocate responsibility to the State that benefits from,⁴³ at a minimum, a State capable of exercising direction or control over the launch qualifies as a State that procures the launching.⁴⁴

Dragnet is a spacecraft owned and operated by Sargon, a company incorporated in Accadia. All of Sargon’s employees and shareholders are citizens of Accadia.⁴⁵ Dragnet was therefore launched for the benefit of Accadian nationals. Moreover, Accadian law prohibits Sargon from transferring any aspect or component of its proprietary technology to any foreign entity without the approval of Accadia.⁴⁶ This demonstrates that Accadia exercises regulatory authority and control over Sargon’s launch activities. Accordingly, Accadia qualifies as the launching State of Dragnet.

In the present case, the damage suffered by our State consists of the taking and appropriation of Observer-1 from orbit, an act carried out by Dragnet.⁴⁷ The damage at issue was therefore caused by a space object whose launching State is Accadia.

³⁸ Convention on International Liability for Damage Caused by Space Objects (adopted 29 March 1972, entered into force 1 September 1972) 961 UNTS 187 (“LIAB”), art. 1.

³⁹ Soichiro Kotsuka, Masahiko Sato “An introduction to space law for space businesses [宇宙ビジネスのための宇宙法入門]” (2nd edn, Yuhi-kaku [有斐閣], 2018), p.52.

⁴⁰ AF, para. 6.

⁴¹ *Ibid*, para. 5.

⁴² LIAB, art. 1(c)(i)(ii).

⁴³ Hobe Stephan ect., “Cologne Commentary on Space Law Volume II (Köln : Heymanns, 2013)”, LIAB, art. 1. para. 59.

⁴⁴ *Ibid*, para. 61.

⁴⁵ AF, para. 1.

⁴⁶ *Ibid*, para. 4.

⁴⁷ AF, para. 7.

(iii) Accadia was at fault, and this fault caused the damages in question

Fault generally refers to the non-observance or breach of a duty imposed by law,⁴⁸ and in determining the existence of fault within the meaning of Article 3 of the LIAB, it must be assessed whether the launching State or a person for whom it is responsible failed to comply with the applicable standard of due diligence⁴⁹. In doing so, regard should be had to the most relevant standards of conduct adopted by space agencies, as well as norms endorsed by international organisations in order to determine whether the required standard of conduct was observed.⁵⁰

As explained above in Section I (b)(2), the LTS Guidelines and the Artemis Accords, both widely accepted and supported by national space agencies and international bodies, provide that States should exchange information in advance and undertake appropriate coordination where activities may affect the safety of outer space and space operations⁵¹ and should not create undue risks to property. That even in the case of hazardous space objects, ownership rights should not be affected.⁵²

Accordingly, the applicable standard of conduct required Accadia to coordinate appropriately with Inkaton prior to the taking of Observer-1 and to ensure that the property rights of Inkaton's corporation were not infringed, including by obtaining the consent of the interested entity.

Nevertheless, Sargon seized Observer-1 without prior notification to or consent from the Respondent, and without any bilateral coordination. In doing so, Sargon infringed upon Quipu's ownership rights and breached its due diligence obligations to comply with the aforementioned standards of conduct.

Accadia thus acted with fault within the meaning of Article 3 of the LIAB. Furthermore, if the standard of conduct had been observed, i.e., if the consent of the interested companies had been obtained, it is believed that there would have been no unjust infringement of Quipu's ownership rights in Observer-1 in the State of Inkaton, and therefore it can be said that the above damages were caused by the above "fault."

B. Accadia bears the obligation to make reparation under general international law

Article 31 of the ARSIWA stipulates that the responsible State is under an obligation to make full reparation for the injury caused by the internationally wrongful act. Furthermore, under Article 36 of the ARSIWA, a State responsible for an internationally wrongful act is under an obligation to compensate for the damage caused thereby, insofar as such damage is

⁴⁸ Hobe ect., *supra* note 47; LIAB, art. 3. para. 128.

⁴⁹ Joel A. Dennerley, State 'Liability for Space Object Collisions: The Proper Interpretation of 'Fault' for the Purposes of International Space Law' [2018] 29 (1) The European Journal of International Law, pp. 293-294.

⁵⁰ Hobe ect., *supra* note 47; LIAB, art. 3, para. 131.

⁵¹ See footnote, 22-26.

⁵² See footnote, 28.

not made good by restitution; such compensation shall cover any financially assessable damage, including loss of profits. The Permanent Court of International Justice established that the breach of an international engagement creates a legal duty to provide adequate reparation.⁵³ The International Court of Justice further recognised the well-settled rule of international law that an injured State holds the right to receive compensation for damages caused by the wrongful conduct of another State.⁵⁴

As established in Section I above, Accadia is the State responsible for the internationally wrongful acts in this matter. Consequently, Inkaton sustained damages through the deprivation of Quipu's ownership of Observer-1 and the loss of anticipated profits from its missions.

Since Sargon's extensive modifications have transformed Observer-1 into a fundamentally different, autonomous space object, the original state cannot be restored through the mere return of the satellite⁵⁵; furthermore, the loss of prospective profits is inherently irremediable through restitution.

As these damages are susceptible to financial assessment, Accadia bears the obligation to provide reparation under general international law.

II. _____ INKATON is not responsible or liable for compensation for Quipu's removal of parts from the Dragnet wreckage

1. Inkaton is not responsible for Quipu's Removal of parts from the Dragnet wreckage

The Articles on Responsibility of States codify the basic rules of international law concerning the responsibility of States for internationally wrongful acts. Article 1 provides that every internationally wrongful act of a State entails the international responsibility of that State.⁵⁶ Article 2 further establishes that an internationally wrongful act exists when conduct is attributable to the State under international law and constitutes a breach of an international obligation of the State.⁵⁷ Article 6 of the OST stipulates that States Parties bear international responsibility for national activities in outer space, including those carried out by non-governmental entities.⁵⁸ Accordingly, it is not disputed that Quipu's removal of parts from the Dragnet wreckage is attributable to Inkaton. However, the conduct in question did not breach any international obligation. Even if it were to be considered a breach, its wrongfulness would be precluded.

⁵³ *Case concerning the Factory at Chorzów (Germanory v. Pthe oland)* (Jurisdiction) PCIJ Rep Series A No 9 p. 21.

⁵⁴ *Gabčíkovo-Nagymaros Project (Hungary v Slovakia)* (Judgment) [1997] ICJ Rep 7 ('*Gabčíkovo-Nagymaros Project Judgment*') para. 152.

⁵⁵ AF, para. 9.

⁵⁶ ARSIWA, art. 1.

⁵⁷ *Ibid*, art. 2.

⁵⁸ OST, art. 6.

A. Quipu’s removal of parts from the Dragnet wreckage was based on the ARRA

The ARRA establishes obligations relating to the prompt and safe return of astronauts and the return of space objects.⁵⁹ Article 5(3) of the ARRA provides for the obligation to return space objects. Article 5(4) further addresses situations involving hazard or danger. Quipu’s removal of component parts from the Dragnet wreckage neither violated Article 5(3) nor was it inconsistent with the Agreement. Rather, the conduct was justified pursuant to Article 5(4).

(i). The obligation to return the space object under Article 5(3) of the ARRA did not arise

Article 5 of the ARRA regulates the recovery and return of space objects and their component parts. Article 5(3) provides that when a space object or its component parts launched into outer space are discovered beyond the territory of the launching authority, the State shall return them to representatives of the launching authority or hold them at their disposal.⁶⁰ This provision also applies where the space object is discovered in an area not subject to the jurisdiction of any State. However, the obligation set forth in Article 5(3) is contingent upon a request by the launching authority.⁶¹

In the present case, Sargon requested Quipu’s permission to inspect the Transat crash site and damage.⁶² However, with respect to Dragnet — which is the object at issue here — Sargon did not request Quipu to secure Dragnet or any of its component parts.⁶³ Accordingly, the condition required for the return obligation to arise, namely a request by the launching authority, was not satisfied.

Therefore, the obligation to return under Article 5(3) of the ARRA did not arise in the present case.

(ii). The removal of parts from the Dragnet wreckage was based on Article 5(4) of the ARRA

Article 5(4) of the Rescue and ARRA provides that where a Contracting Party has reason to believe that a space object or its component parts discovered in territory under its jurisdiction, or recovered by it elsewhere, is of a hazardous or deleterious nature, the launching authority shall immediately take effective steps, under the direction and control of that Contracting Party, to eliminate any possible danger of harm.⁶⁴ This provision recognizes

⁵⁹ Agreement on the Rescue of Astronauts, the Return of Astronauts and the Return of Objects Launched into Outer Space (adopted 22 April 1968, entered into force 3 December 1968) 672 UNTS 119 (“ARRA”), preamble.

⁶⁰ *Ibid*, art. 5(3).

⁶¹ Hobe ect., *supra* note 45; ARRA, art. 5. paras. 185, 186.

⁶² AF, para. 14.

⁶³ *Ibid*, para. 12.

⁶⁴ ARRA, para. 5(4).

circumstances in which the obligations of recovery and return may be suspended where a space object or its components pose a danger.⁶⁵

In the present case, Transat collided with an above ground structure within Quilla. Transat's impact destroyed the above surface structure and its contents, which consisted of 2 kilograms of extracted He-3 and the equipment used for extracting the resource. Significant danger and harm had thus materialised.⁶⁶ Furthermore, Dragnet had been exposed to high levels of radiation for several hours due to the S5 Solar Proton Event.⁶⁷ It therefore constituted a hazardous space object. Despite this, Sargon merely requested permission to inspect the Transat crash site and damage⁶⁸ and did not take any measures to neutralise the danger posed by the space objects.

Accordingly, Quipu's removal of component parts constituted an effective measure taken to prevent further danger and harm.

B. Even if Quipu's removal of parts from the Dragnet wreckage constituted an internationally wrongful Act, circumstances precluding wrongfulness exist

Under customary international law, where conduct falls within the scope of the state of necessity as set forth in Article 25 of the ARSIWA, its wrongfulness is precluded, and no State responsibility arises.⁶⁹

The requirements for necessity are:

- (1) the act must safeguard an essential interest against a grave and imminent peril;
- (2) the act must be the only means to safeguard that interest;
- (3) the act must not seriously impair an essential interest of the other State; and
- (4) the State invoking necessity must not have contributed to the situation of necessity.⁷⁰

Here, the damage to Dragnet's systems and its impact on the lunar surface resulted from the Solar Proton Event. It is evident that Inkaton did not contribute to the situation of necessity.

⁶⁵ Hobe ect., *supra* note 45, ARRA, art.5. para. 187.

⁶⁶ AF, para. 13.

⁶⁷ *Ibid*, para. 11.

⁶⁸ *Ibid*, para. 14.

⁶⁹ *Gabčíkovo-Nagymaros Project Judgment*, para. 51.

⁷⁰ *Ibid.*

(i). The removal of parts safeguarded an essential interest against a grave and imminent peril

The preamble of the OST recognises that the exploration and use of outer space for peaceful purposes constitute the common interest of all mankind.⁷¹ The LIAB was likewise drafted in recognition that space activities are ultra-hazardous activities inherently involving unavoidable risks.⁷²

In the present case, Dagnet crashed near the outer boundary of Quilla's safety zone on the lunar surface in Mare Imbrium.⁷³ This posed a grave and imminent danger to the operation of the lunar abiotic resource extraction facility and thus to the peaceful exploration and use of outer space.

Accordingly, Quipu's removal of parts from the Dagnet wreckage was undertaken to safeguard an essential interest threatened by grave and imminent peril.

(ii). The removal of parts was the only means of safeguarding that interest

Sargon merely requested permission to inspect the Transat crash site⁷⁴ and did not take any measures to eliminate the dangers arising from Dagnet or Transat. Therefore, Quipu was required to act. The removal of technologically sophisticated components capable of generating significant danger was the only effective means of eliminating the grave risk. Accordingly, the removal of component parts from the Dagnet wreckage constituted the only means available to safeguard the essential interest at stake.

(iii). The removal of parts did not seriously impair an essential interest of Accadia

The Articles on State Responsibility indicate that the essential interest relied upon must outweigh competing interests after a reasonable balancing.⁷⁵ As explained above, INKATON's essential interest derives from the common interest of mankind in the peaceful exploration and use of outer space, as recognised in the preamble of the OST. By contrast, Dagnet had already been severely damaged. The removal of its component parts did not meaningfully impair the interest in the exploration of outer space.

Accordingly, Quipu's removal of component parts from the Dagnet wreckage did not seriously impair any essential interest of Accadia.

Even if Quipu's removal of component parts from the Dagnet wreckage were to constitute an internationally wrongful act, the wrongfulness of that conduct is precluded by necessity. Therefore, no international responsibility arises.

⁷¹ OST, preamble.

⁷² Hobe *et. al.*, *supra* note 45; LIAB, art. 3. preamble paras. 26, 27.

⁷³ AF, para. 11.

⁷⁴ *Ibid*, para. 14.

⁷⁵ ARSIWA Commentary, art. 25, para. 17.

2. Inkaton is not liable for compensation under the LIAB for Quipu’s removal of parts from the Dragnet wreckage.

Article 3 of the LIAB applies to situations in which damage to the persons or property on board a space object of one launching State has been caused elsewhere than on the surface of the Earth.⁷⁶

In the present case, the conduct at issue concerns Quipu’s removal of parts from the Dragnet wreckage. Dragnet crashed onto the lunar surface at the outer edge of Quilla’s safety zone, and the act in question clearly occurred at a location other than the surface of the Earth.

Accordingly, Article 3 of the LIAB applies to Quipu’s removal of parts from the Dragnet wreckage. Under this provision, liability for compensation arises only where damage has occurred, and there is fault on the part of the launching State.⁷⁷

A. No “damage” within the meaning of the LIAB arose from Quipu’s removal of parts from the wreckage of the Dragnet.

Article 1(a) of the LIAB defines “damage” as loss of life, personal injury or other impairment of health, or loss of or damage to property of States or of persons, natural or juridical, property of international intergovernmental organisations.⁷⁸ In the present case, the conduct in question caused neither damage to property nor economic loss.

In this case, prior to the Quipu’s removal of parts, the Dragnet had already sustained severe damage and was incapable of performing its normal functions.⁷⁹ The removal of components by Quipu neither aggravated the pre-existing condition of damage nor resulted in any new physical destruction or loss of functionality.

Economic loss must fall within the scope of damage caused to the space object. Where the damage is too far removed or remote from the damaging incident, it cannot be recognised as “damage” under the LIAB. Furthermore, claims for economic loss require both proof of loss and proof of causation.⁸⁰

In the present case, the life-support, propulsion, navigation, and control systems of the Dragnet had already sustained serious damage prior to the removal of parts by Quipu due to the effects of the SPE, and the Dragnet subsequently impacted with the lunar surface.⁸¹ It may therefore be inferred that the majority of its systems had been damaged. Consequently, it would be difficult for the parts removed from the Dragnet to be directly reused in their existing state. Even if Sargon were to suffer technological disadvantages as a result of Quipu’s salvage of Sargon’s proprietary A.I. software, quantum computing systems, and

⁷⁶ Hobe ect., *supra* note 45; LIAB, art.3. para. 125.

⁷⁷ *Ibid*, para. 126

⁷⁸ LIAB, art. 1(a).

⁷⁹ AF, para. 11.

⁸⁰ Hobe ect., *supra* note 45 ; LIAB, art.1. para. 51.

⁸¹ AF, para. 11.

propulsion systems from the wreckage of the Dragnet,⁸² such economic loss would arise only in the future and only depending on whether Quipu conducts research or analysis on the relevant components. Such loss is therefore too far removed or remote from the damaging incident, does not fall within the scope of damage caused by the space object, and cannot be recognised as “damage” under the LIAB. Moreover, neither proof of actual loss nor proof of causation can be established.

For these reasons, no damage within the meaning of the LIAB resulted from Quipu Corporation’s removal of components from the wreckage of the Dragnet.

B. Even if damage had arisen from Quipu’s removal of parts from the wreckage of the Dragnet, no fault is attributable to the conduct in question.

Fault generally denotes the failure to adhere to, or breach of, an obligation imposed by law.⁸³ in determining the existence of fault within the meaning of Article 3 of the LIAB, it must be assessed whether the launching State or a person for whom it is responsible failed to comply with the applicable standard of due diligence⁸⁴.

Article 6 of the OST provides that States Parties to the Treaty shall bear international responsibility for national activities in outer space, whether such activities are carried on by governmental agencies or by non-governmental entities, and the activities of non-governmental entities in outer space shall require authorisation and continuing supervision by the appropriate State Party to the Treaty.⁸⁵ Activities in outer space that are authorised by the appropriate State are thereby conferred legitimacy.⁸⁶ Where such authorisation ensures that activities in outer space are conducted in conformity with the provisions of the OST, no fault can arise on the basis of Article 6 of the Treaty.⁸⁷

In the present case, the State of Inkaton granted a licence to Quipu for the operation of a lunar abiotic resource extraction facility in the lunar maria region known as Mare Imbrium.⁸⁸ Article 2 of the OST provides that outer space, including the Moon and other celestial bodies, is not subject to national appropriation by claim of sovereignty, by means of use or occupation, or by any other means.⁸⁹ However, this non-appropriation principle does not preclude the granting of rights that may be characterised as rights of extraterrestrial resource exploitation with respect to the natural resources of outer space.⁹⁰ The licence granted by Inkaton to Quipu authorises the extraction of lunar abiotic resources and does not violate Article 2 of the OST.

⁸² *Ibid*, paras. 14, 15.

⁸³ Hobe ect., *supra* note 45; LIAB, art. 3. para. 128.

⁸⁴ Joel A. Dennerley, State ‘Liability for Space Object Collisions: The Proper Interpretation of ‘Fault’ for the Purposes of International Space Law’ [2018] 29 (1) The European Journal of International Law, pp. 293-294.

⁸⁵ OST, art. 6.

⁸⁶ Hobe ect., *supra* note 45; LIAB, art. 3. para. 137.

⁸⁷ Hobe ect., *supra* note 5; art. 6, para. 60.

⁸⁸ AF, para. 5.

⁸⁹ OST, art. 2.

⁹⁰ Hobe ect., *supra* note 5, art. 2, para. 6.

Accordingly, no fault is attributable to Quipu's removal of parts from the wreckage of the Dagnet.

For the foregoing reasons, the removal of parts from the wreckage of the Dagnet by Quipu neither caused damage nor involved fault. Therefore, Inkaton bears no liability under the LIAB in the present case.

C. Inkaton does not incur liability on any basis other than the LIAB

Articles 31 and 36 ARSIWA also provide for reparation. However, the application of these provisions is conditional upon the existence of an internationally wrongful act.

As already explained, the removal of parts from the wreckage of the Dagnet does not constitute an internationally wrongful act. Accordingly, no obligation to provide reparation arises.

III. ACCADIA is liable and responsible under international law for all damage Transat caused to Quipu's lunar extraction facility and all costs and expenses Quipu incurred in rescuing and providing medical care for Dagnet's crew

1. Accadia is liable and responsible under international law for all damage Transat caused to Quipu's lunar extraction facility

Transat was jettisoned in Low Lunar Orbit ("LLO") during the emergency landing of Dagnet operated by Sargon.⁹¹ Subsequently, Transat impacted with the above-ground surface structure within the Quilla Extraction Zone ("Quilla")⁹² operated by Quipu.⁹³ As a result, Quipu suffered damage, the destruction of the surface structure, the extracted He-3 contained, and equipment used for resource extraction ("the concerned damage").⁹⁴ With respect to this damage, Accadia (1) is liable for compensation under the LIAB and (2) bears the obligation to make reparation based on its responsibility for its internationally wrongful acts under general international law.

⁹¹ AF, para. 13.

⁹² *Ibid*, para. 13.

⁹³ *Ibid*, para. 5.

⁹⁴ *Ibid*, para. 13.

A. Accadia bears liability for the concerned damage under the LIAB

LIAB Article 3 provides that where damage is caused “elsewhere than on the surface of the Earth” by a space object of one launching State to a space object of another launching State, the former shall be liable only if the damage is due to its fault or the fault of persons for whom it is responsible. In the present case, (a) the concerned damage on the lunar surface (c) was caused by the fault of Accadia and Sargon. Accordingly, (d) the launching state, Accadia, bears liability for the concerned damage.

(i) The concerned damage corresponds to damage under the LIAB

LIAB Article 1(a) provides that “damage” includes loss of or damage to property of natural or juridical persons. Further, tangible damage is included in this term.⁹⁵ Therefore, the destruction of Quipu’s surface structure, helium-3, and resource-extraction equipment corresponds to damage under the LIAB.

(ii) Accadia corresponds to the launching State of Transat under LIAB

LIAB Article 1(c)(i) provides that the term “launching State” includes a State which “procures the launching of a space object.” “Launch phase” of a space object “continues up to the end of the mission assigned to the launch vehicle”.⁹⁶ Further, in determining a State procuring the launching of a space object, it is important to consider “the relationship between the State and the space object.” The concept of “launching State” was intended to allocate responsibility to the State that benefits from,⁹⁷ at a minimum, a State capable of exercising direction or control over the launch qualifies as a State that procures the launching.⁹⁸

In this case, the mission assigned to Transat is the orbital activity in LLO for research purposes,⁹⁹ and the launching phase continues up to the point of deployment of Transat as a payload. Therefore, it is important to consider the relationship between the State and the space object with respect to this deployment. This deployment was aimed at research purposes of Sargon, a juridical person under Accadia operated by Accadian citizens under the conduct of Accadia.¹⁰⁰ Therefore, Accadia possesses a strong relationship with Transat, and Accadia is one of the launching States of Transat.

(iii) The damage is due to the fault of Sargon and Accadia

In determining the existence of fault under LIAB Article 3, it must be assessed whether the launching State or a person for whom it is responsible failed to comply with the

⁹⁵ Kimitake, Nakamura “Formation of Space Law [宇宙法の形成] (Shinzansha Publisher Co. [信山社], 2023),” p.123.

⁹⁶ COPUOS ‘IADC Space Debris Mitigation Guidelines’ (2025) U.N. Doc. A/AC/105/C.1/L.418. para. 3.5.1.

⁹⁷ Hobe Stephan ect., “Cologne Commentary on Space Law Volume II (Köln : Heymanns, 2013)”, LIAB, art. 1. para. 59.

⁹⁸ *Ibid*, para. 61.

⁹⁹ AF, para. 9.

¹⁰⁰ *Ibid*, para. 1.

applicable standard of due diligence.¹⁰¹ The persons for whom a launching state is responsible are persons involved in space activities over which the state bears a duty of authorisation and continuing supervision under the OST Article 6¹⁰². Sargon's space activities fall under this definition¹⁰³, and therefore, Sargon constitutes the person who is subject to the assessment of fault under LIAB Article 3.

In determining the violation of due care, regard should be had to the most relevant standards of conduct by space agencies and norms endorsed by international organisations to determine whether the required standard of conduct was observed¹⁰⁴. In this case, for the avoidance of the collision of Transat against Quilla, it was necessary for Sargon and Accadia to comply with the "due regard to the corresponding interest of all other State Parties" stated in the OST article 9. The Artemis Accords and LTS Guidelines act as instruments that provide specific standards of conduct of such due regard.

As commitments to comply with due regard and avoid harmful interference provided in the OST¹⁰⁵, section 11 of the Artemis Accords requires that "Signatories commit to seek to refrain from any intentional actions that may create harmful interference"¹⁰⁶ and "commit to provide each other with necessary information" when the occurrence of harmful interference is possible¹⁰⁷.

The LLO is "very unstable due to the uneven Moon's gravitational field" and "the altitude of an orbiting spacecraft can drift in a relatively short time," resulting in a surface impact.¹⁰⁸ Further, the risk of collision to Quilla was high as Transat was jettisoned during the course of Dagnet's descent toward the vicinity of Quilla¹⁰⁹. Moreover, as Sargon had not included the jettison of Transat in its safety procedures during forced descent and landing,¹¹⁰ it is highly possible that Sargon had been aware of the risks of harmful interference due to its jettison. Therefore, Sargon has failed to avoid the intentional jettison of Transat and notify Quilla of the potential danger of collision.

To ensure the safety of outer space activities, the LTS Guideline provides that entities "should designate a contact point to facilitate efficient and timely sharing of information and coordination of potentially urgent measures" and require states to ensure that such measures are taken¹¹¹. Further, "states are encouraged to promote design approaches that increase the trackability of space objects regardless of their physical and operational characteristics."¹¹²

¹⁰¹Dennerley, *supra* note 54, pp. 293-294; Memorial, I-2-A-iii.

¹⁰² Hobe *ect.*, *supra* note 45; LIAB, art. 3. para. 138.

¹⁰³ Memorial, I-1-A.

¹⁰⁴ *Ibid*, I-2-A-iv.

¹⁰⁵ Artemis Accords, Section 11, para. 1.

¹⁰⁶ *Ibid*, para. 4.

¹⁰⁷ *Ibid* para. 5.

¹⁰⁸ EPFL Space Center, "Space Debris Mitigation Guidelines for Lunar Orbits (1st ed, EPFL, 2024)" p. 4.

¹⁰⁹ AF, para. 13.

¹¹⁰ *Ibid*.

¹¹¹ COPUOS ‘LTS Guidelines’ (2021) UN Doc A/74/20, Annex II, Guideline A.3.4.

¹¹² *Ibid.*, Guideline B.8.1.

In this case, Transat was at least intended to be deployed in the LLO,¹¹³ an unstable environment. Even if Sargon had not anticipated the jettison of Transat, the risk of lunar collision and damage to objects on the lunar surface was foreseeable. Therefore, Sargon has failed to prepare emergency contact points, and Accadia has failed to ensure this preparation as well as the trackability of Transat.

Hence, according to guidelines, Sargon had violated the due regard mentioned in OST IX in avoiding collision, and therefore, the concerned damage was caused by the fault of Sargon and Accadia. Therefore, the launching state, Accadia, is liable for the concerned damage. Article 8(1) of the LIAB provides that a State “whose natural or juridical persons suffer damage may claim compensation for such damage. The party that suffered damage is Quipu, which is a juridical person under Inkaton¹¹⁴. Therefore, Inkaton may claim compensation against Accadia for the concerned damage.

B. Accadia bears the obligation to make reparation based on its responsibility for its internationally wrongful acts under general international law

A State responsible for an internationally wrongful act is under an obligation to compensate for the damage caused¹¹⁵. In this case, Accadia (1) bears responsibility for the violation of articles IX and VI of the OST, (2) the concerned damage was caused by the wrongful acts, and (3) there is no justifiable cause for noncompliance with the treaty. Therefore, Accadia bears state responsibility and liability for the damage to Inkaton.

(i) Accadia bears state responsibility for the internationally wrongful acts

The establishment of State responsibility for an internationally wrongful act requires both a subjective element, the attribution of the conduct to the State, and an objective element, the existence of a breach of an international obligation.¹¹⁶ Regarding the subjective element, as stated above, the space activities of Sargon are attributed to Accadia¹¹⁷.

In regards to the objective element, Sargon’s jettison of Transat (“Wrongful Act 1”), omission to provide notification to at least Inkaton (“Wrongful Act 2”), and lack of implementation of notification and tracking for emergency (“Wrongful Act 3”) constitutes the failure to meet the obligation to conduct activities with “due regard corresponding to interests of other state parties” under article 9 of the OST.¹¹⁸ Further, Accadia, which failed to prevent Wrongful Act 2 (“Wrongful Act 4”), was a breach of the obligation in article 6 of the OST to assure that “national activities are carried out in conformity with the provisions set forth in the present Treaty.”

¹¹³ AF, para. 9.

¹¹⁴ *Ibid*, 5.

¹¹⁵ Memorial, I-2-B.

¹¹⁶ ARSIWA, art. 2.

¹¹⁷ Memorial, I-A.

¹¹⁸ Memorial, III-A-i-c.

(ii) The concerned damage has been caused by Accadia's internationally wrongful acts

Liability derived from internationally wrongful acts applies to damage that has proximate causality with the wrongful act.¹¹⁹ Proximate causality is approved of if the damage is one that “a reasonable man in the position of the wrongdoer at the time would have foreseen as likely to result.”¹²⁰ Additionally, the foreseeability of the specific harm is not required, but rather requires that of a general harm¹²¹.

Regarding Wrongful Act 1, the jettisoning of Transat during its descent toward the Moon should have made it foreseeable that there was a risk of damage to objects on the lunar surface. Regarding Wrongful Act 2, the absence of notification of the possibility of the collision acting as a hindrance towards taking preventative measures that may lead to severe damage to artificial objects should have been foreseeable. Regarding Wrongful Acts 3 and 4, both Sargon and Accadia could have foreseen the risk of impact on the lunar surface at the design stage of Transat, and it was foreseeable that the lack of an adequate notification and tracking framework would make collision avoidance measures in emergencies difficult.

(iii) Sargon does not possess justifiable causes for noncompliance with the treaty

Even if Sargon has executed a wrongful act, if a justifiable cause for noncompliance with the treaty exists, the state does not bear state responsibility.¹²² Further, in confirming force majeure and distress that the respondent may present, if the situation of force majeure and distress is due in combination with other factors “to the conduct of the State invoking it,” the justification does not apply.¹²³

Regarding Wrongful Act 1, force majeure does not apply as jettisoning Transat at low lunar orbit while descending was due to its own provisions in its safety procedures that did not include steps to carry out the safe disposal or management of Transat at earlier stages of emergency landing. Regarding Wrongful Act 2, even if the crew of Dagnet was put in a situation where it was necessary for Transat to be jettisoned and notification was physically impossible, the situation was due to Sargon's actions. Such actions include failure to design its system with regard to the risk of SPE,¹²⁴ insufficient composition of Dagnet's radiation

¹¹⁹ Bin Cheng, “General Principles Of Law as Applied by International Courts and Tribunals (reprinted, Cambridge, 1987)” p. 253.; *Application of the Convention on the Prevention and Punishment of the Crime of Genocide (Bosnia and Herzegovina v. Serbia and Montenegro)* (Judgment) [2007] ICJ Rep 43 para. 462.; *Ahmadou Sadio Diallo (Republic of Guinea v. Democratic Republic of the Congo)* (Judgement) [2012] ICJ Rep 324 para. 14.

¹²⁰ Cheng, *supra* note 124, p. 253.

¹²¹ *Corfu Channel Case (United Kingdom of Great Britain and Northern Ireland v. Albania)* (Judgement) [1949], pp. 19-20.

¹²² ARSIWA, arts. 23, 24.

¹²³ ARSIWA, arts. 23(2)(a), 24(2)(a); ARSIWA Commentary, art. 23, para 9; Vienna Convention on the Law of Treaties (adopted 23 May 1969, entered into force 27 January 1980) 1155 UNTS 331 art 61(2).

¹²⁴ AF, para. 10.

shelter,¹²⁵ and failure to navigate the spacecraft to the designated landing zone,¹²⁶ bringing about the severe danger to the crew of Dragnet.¹²⁷

Therefore, the present case does not fall within either force majeure or distress, and therefore, the wrongful acts cannot be justified. Additionally, even if the wrongful act is justified, the liability for physical damage cannot be relieved, and therefore, Accadia is at least liable for compensation for the damage.¹²⁸

2. Accadia bears liability and responsibility for all costs and expenses incurred by Quipu in the rescue and medical treatment of the crew of Dragnet

Following the forced landing of Dragnet on the lunar surface, Quilla executed the rescue of survivors.¹²⁹ Accadia bears international responsibility for the recovery costs and all related expenses incurred by Quipu. Specifically, Accadia is (A) obligated to provide full reparation for its internationally wrongful acts, and is (B) further liable for reimbursement under Article 5 of the ARRA (B).

A. Accadia bears the obligation to make reparation based on its responsibility for its internationally wrongful acts under general international law for all costs and expenses incurred by Quipu in the rescue and medical treatment of the crew of Dragnet

A State responsible for an internationally wrongful act is under an obligation to compensate for the damage caused.¹³⁰ In this case, (i) the costs and expenses of rescue and medical treatment constitute damage under this obligation. Further, (ii) Accadia bears responsibility for the violation of Article 9 of the OST, (iii) and the financial damage was caused by the wrongful acts.

(i) The costs and expenses of rescue and medical treatment constitute damage under the obligation to compensate damage caused by an internationally wrongful act

Regarding injury subject to the reparation, injury includes “any damage, whether material or moral, caused by the internationally wrongful act.”¹³¹ Material damage, refers to “damage to property or other interests of the State and its nationals which is assessable in financial terms.”¹³² In this case, the damage at issue is the consumption of medical resources

¹²⁵ *Ibid*, para. 10, 11.

¹²⁶ *Ibid*, para. 11.

¹²⁷ *Ibid*.

¹²⁸ ARSIWA, art. 27(b).

¹²⁹ AF, para. 12.

¹³⁰ Memorial, I-2-B.

¹³¹ ARSIWA, art. 31(2).

¹³² ARSIWA Commentary, art. 31, para 5.

and facilities of Quipu, a juridical person under the state Inkaton, which is clearly assessable as costs and expenses of rescue and medical treatment in financial terms.

(ii) Accadia bears responsibility for the internationally wrongful act

The establishment of State responsibility for an internationally wrongful act requires both a subjective element, the attribution of the conduct to the State, and an objective element, the existence of a breach of an international obligation.¹³³ Regarding the subjective element, as stated above, the space activities of Sargon are attributed to Accadia¹³⁴.

In regards to the objective element, Sargon's constitutes the failure to meet the obligation to conduct activities with "due regard corresponding to interests of other state parties" under Article 9 of the OST. With the existence of the obligation of states to provide "all possible assistance in the event of accident, distress, or emergency landing" in the OST,¹³⁵ it is predictable that any of these events may place burdens of rescue on states or entities participating in space activities. Therefore, it is necessary to consider such risks of interference, conducting due regard for the prevention of these events.

In this case, Sargon failed to incorporate sufficient shielding at the design stage constituting a breach of the given duty of due regard. Space radiation constituted a known and significant risk.¹³⁶ Nevertheless, the Dragnet spacecraft was not equipped with an adequate shielding design capable of withstanding an S5-level event, leading to the ship's and crews' exposure to strong radiation which is the cause of distress.¹³⁷

(iii) The financial damage was caused by the wrongful acts

The foreseeability of a general harm based on perceptions of "a reasonable man in the position of the wrongdoer at the time" is necessary to confirm the proximate causality between the wrongful act and the damage.¹³⁸

In this case, the insufficiency of shielding design would have suggested that the spacecraft and the crew may suffer exposure to harmful substances that would lead to emergencies requiring rescue assistance of other states and entities.

B. Accadia is liable for all costs and expenses incurred by Quipu in the rescue and medical treatment of the crew of Dragnet under the ARRA

Article 5 of the ARRA provides that "expenses incurred in fulfilling obligations to recover and return a space object or its component parts under paragraphs 2 and 3 of this

¹³³ ARSIWA, art. 2.

¹³⁴ Memorial, I-A.

¹³⁵ OST, art. 5.

¹³⁶ J. C. Chancellor, G. B. I. Scott & J. P. Sutton, 'Space radiation: The number one risk to astronaut health beyond low Earth orbit' [2014] 4(3) Life p. 491.

¹³⁷ AF, para. 11.

¹³⁸ Memorial, III-B-ii

article shall be borne by the launching authority”. However, the ARRA does not stipulate expenses incurred in the rescue of astronauts.

One of the purposes of the ARRA is “the rendering of all possible assistance to astronauts in the event of accident, distress or emergency landing.” Imposing an excessive financial burden on the rescuing State could discourage cooperation in rendering such assistance and would therefore be contrary to this objective.

Regarding interpretation of Article V of the ARRA, the scope of liability should be understood as including the rescue costs of astronauts. An explicit provision on the allocation of expenses for rescuing astronauts is absent in the ARRA as recovery and return of space objects are carried out primarily for the benefit of the launching state,¹³⁹ while the rescue of astronauts is understood in the context of placing astronauts as “envoys of mankind.”¹⁴⁰ However, circumstances today differ from those in 1968, when the ARRA entered into force. In recent years, the commercialization of space activities have been advancing significantly.¹⁴¹ This is also seen in the present case, where the operation of Dragnet for the deployment of Transat was conducted by Sargon for its own research purposes.¹⁴² Consequently, it is becoming increasingly common that the activities of astronauts are carried out for the benefit of the launching State and its entities.

Accordingly, pursuant to Articles 31 and 32 of the VCLT, and taking into account the object and purpose of the treaty as well as the circumstances of its conclusion, it is possible to adopt an interpretation of Article V of the ARRA to include costs incurred in rescuing astronauts to be imposed on the launching state.

Therefore, Accadia Corporation bears an obligation to compensate the State of Inkaton for all costs and expenses incurred by Quipu Corporation in rescuing and providing medical assistance to the crew of the Dragnet.

¹³⁹ Hobe Stephan ect., “Cologne Commentary on Space Law Volume II (Köln : Heymanns, 2013)”, p. 70, ARRA, art. 5, para. 193.

¹⁴⁰ *Ibid.*; OST, art. V.

¹⁴¹ Committee on the Peaceful Uses of Outer Space ‘Report on the Legal Subcommittee on its sixty-fourth session, held in Vienna from 5 to 16 May 2025’ (20 May 2025) UN Doc A/AC.105/1362, para. 196.

¹⁴² AF, para. 9.

SUBMISSIONS TO THE COURT

For the foregoing reasons, Applicant, INKATON, respectfully requests the Court to adjudge and declare that:

- a. **ACCADIA is liable and responsible under international law for Sargon's nonconsensual taking of Observer-1 from orbit,**
- b. **INKATON is not liable for compensation for Quipu's removal of parts from the Dragnet wreckage,**
- c. **ACCADIA is liable and responsible under international law for all damage Transat caused to Quipu's lunar extraction facility and all costs and expenses Quipu incurred in rescuing and providing medical care for Dragnet's crew,**

And to dismiss all claims to the contrary.

Respectfully Submitted,
AGENTS OF INKATON