THE 2026 MANFRED LACHS SPACE LAW MOOT COURT COMPETITION

INTERNATIONAL COURT OF JUSTICE

Case Concerning Liability and Responsibility for Space Activities of Non-Governmental Corporate Actors

INKATON

(APPLICANT)

vs.

ACCADIA

(RESPONDENT)

AGREED STATEMENT OF FACTS

Case Concerning Liability and Responsibility for Space Activities of Non-Governmental Corporate Actors

Agreed Statement of Facts:

1. Sargon Industries ("Sargon") is a commercial corporation formed under the laws of Accadia. All officers, directors, and shareholders are Accadian citizens and Accadia is the location of its headquarters and principal place of business. Sargon engages in a host of space service activities which encompass launching space objects and extracting abiotic space resources. Sargon also owns and operates an orbital service platform in Low Earth Orbit known as Earth Orbit Station 1 ("EOS-1") which provides services for upgrading, repairing, and recycling of space objects, extraction of abiotic space resources, docking and storage services, and transportation services in Cislunar space. Sargon's launch facilities are in the neighboring country of Sabaku, which the United Nations classifies as a Highly Indebted Poor Country ("HIPC"). 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.

2. Sargon owns and operates two fully autonomous spacecraft named Dragnet and Dragonfly which were constructed on EOS-1 using abiotic resources extracted from Cislunar space which includes Earth orbit, materials and component parts manufactured on Earth, and 3D printers. Sargon employs both spacecraft for its licensed resource extraction and Cislunar transport activities. Although Dragnet and Dragonfly can function as fully automated spacecraft, Sargon always deploys each craft with a 3-person crew comprised of Accadia nationals.

3. Sargon's resource extraction license defines an abiotic space resource as including a deleterious space object and/or any space object in situ in space, which includes the Moon and other celestial bodies, that is not subject to navigation and control and is not classified as a heritage or historical artifact by the United Nations. Prior to extracting any space object which constitutes an abiotic space resource under its extraction license, Sargon first requests permission from the owner, if known. If the owner agrees, then Sargon requires execution of a contract with each owner, launching State, lien holder, creditor, and insurer, if any, of the space object. Among other things, the contract is meant to reflect express written authorization and consent for the extraction and Sargon acquiring title to the extracted resource.

4. Dragnet and Dragonfly are each equipped with Sargon's proprietary propulsion system which allows each spacecraft to conduct a roundtrip from EOS-1 to the Moon in a little under four (4) solar days which is a fraction of one lunar day. Each spacecraft is also equipped with Sargon's proprietary A.I. software and quantum computing system for monitoring and operating critical systems such as guidance, navigation and control, power, communications, command and data handling, and life support. Accadia law restricts Sargon from directly or indirectly transferring any aspect or component of its proprietary technology to any foreign government, foreign national, or anyone else without express written authorization from Accadia's national security agency.

5. Quipu Enterprises ("Quipu") is a privately owned corporation formed under the laws of Inkaton. All officers, directors, and shareholders are Inkaton citizens and Inkaton is the location of its headquarters and principal place of business. Quipu engages in various space activities which include launching space objects from its facilities situated in Inkaton, operating satellites in Earth orbit, and operating a lunar abiotic resource extraction facility licensed by

Inkaton in the lunar maria region known as Mare Imbrium. The facility is called Quilla Extraction Zone ("Quilla") and employs a lunar safety zone with a 15-kilometer radius. Quipu extracts Helium 3 ("He-3") from the lunar regolith at Quilla, which can fetch a price of about $30,000 per gram by weight in terrestrial commercial markets.

6. Quipu has perfected stealth technology for use by space objects and launched a stealth Earth observation satellite named Observer-1 into Low Earth Orbit. 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 anyone or entity other than the Inkaton government. Shortly after deployment in orbit, Observer–1 malfunctioned and became a rogue satellite unresponsive to any command relating to navigation and control and propulsion. Sargon became aware of the unknown rogue satellite when EOS–1 narrowly avoided colliding with an anomaly crossing its orbital path. 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 Observer-1 and confirmed that it had lost navigation and control over the space object. Sargon then determined Observer-1 to be a hazardous and deleterious space object that posed a high probability of collision with EOS-1 and space objects of other space actors in Low Earth Orbit

7. Sargon requested Quipu's consent to remove Observer-1 from orbit since it possessed proven non-kinetic means to do so. Quipu denied the request for reasons which include Inkaton's laws regulating the transfer of its stealth space-related technology. 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.

8. Sargon promptly advised Quipu about Observer-1's removal from orbit and informed Quipu that it had to pay for the costs and expense associated with the retrieval and storage before arrangements could be made for Observer-1's return. Quipu rejected the demand, claiming Sargon's conduct was unlawful and insisted on Observer-1's immediate return. Sargon then filed an in rem suit in Sabaku's judiciary, for a declaratory ruling, that its action was lawful and for transferring title to Observer-1 to it on grounds that 1) retrieval of Observer-1 was in accordance with the Rescue and Return Agreement, 2) it acquired a lawful lien on the space object upon its removal, and, alternatively, 3) Observer-1 was an abiotic space resource to which Sargon acquired title upon its extraction pursuant to its Space Resource Extraction license. Quipu was properly served notice of the in-rem proceeding under Sabaku law. Since the property subject to the in-rem suit was located on EOS-1, the orbital platform was the venue for the proceeding. Together with the service of notice, Quipu received the information and procedure on how to participate in the virtual proceeding to be held on EOS-1. Quipu did not respond to the served documentation or otherwise enter an appearance in the judicial proceeding. This was the first time that ownership of an object in space was sought through an in rem proceeding in any state.

9. Sargon obtained judgment in its favor on all claims alleged in the judicial proceedings upon articulating its legal reasoning justifying its entitlement to judgment. Following the involuntary transfer of title, Sargon used EOS-1's facilities to study and try to reverse engineer Quipu's stealth technology as well as repair and refurbish Observer-1. The refurbishment transformed the satellite into an autonomous space object by installing Sargon's proprietary navigation and control system. Sargon's proprietary propulsion system was not installed on Observer-1, but the space object's stealth technology remained in place. Upon completion of the repairs and refurbishment, Sargon renamed the space object Transat. Sabaku then registered

Transat in accordance with its national law and transmitted the registration information to the Secretary-General of the United Nations. Shortly thereafter, Sargon decided to place Transat in Low Lunar Orbit for research purposes. Accordingly, Transat was loaded as payload on Dragnet for deployment in lunar orbit. Sargon did not acquire any insurance coverage for Transat.

10. After Dragnet reached Low Lunar Orbit but prior to deploying Transat, the Sun had a major coronal mass ejection ("CME"). The CME caused a Solar Proton Event ("SPE") classified as S5, which consists of extreme solar radiation detrimental to people and spacecraft, especially those not protected by Earth's magnetosphere. The S5 SPE caught Sargon and the Dragnet crew by surprise as the Sun was in the solar minimum stage of its 11-year Schwabe cycle and the A.I. and quantum computing systems did not calculate a high probability of a major SPE. Realizing that Dragnet could not "outrun" the SPE to the protective shield of Earth's magnetosphere or safely execute an emergency lunar landing prior to the SPE's arrival, Sargon informed the Dragnet crew to place the spacecraft in "safe mode," prepare their internal "radiation shelter" and "ride the tiger."

11. The SPE lasted a few hours, and severely impaired Dragnet's life support, propulsion, and navigation and control systems which made it difficult for Dragnet to maintain orbit until assistance arrived from EOS-1. Additionally, the crew's exposure to high levels of radiation necessitated their being medically evaluated to determine the needed care and treatment. Sargon decided that prudence dictated a lunar landing. Dragnet's crew then transmitted a distress signal and proceeded to negotiate a manual lunar landing. Quilla received the transmission and sent a response to Dragnet transmitting the coordinates for its landing zone. Dragnet's crew was unable to navigate the spacecraft to the designated landing zone and the crew prepared for a forced landing. Dragnet impacted with the lunar surface in an area outside of but close to Quilla's safety zone.

12. Quilla dispatched personnel and vehicles to rescue any survivors of the forced landing. Fortunately, there were no fatalities, but the crew suffered physical injuries and radiation exposure. The Dragnet crew was extracted and transported to Quilla for medical attention and care. Sargon thanked Quipu for its assistance and requested Quipu to utilize telemedicine communications to coordinate the treatment and care of the Dragnet crew with the medical team it had assembled in Accadia. Quipu complied with Sargon's request. Sargon did not request Quipu to secure Dragnet or any of its component parts.

13. Prior to the forced landing, as Dragnet was descending from lunar orbit, Dragnet's crew ejected its payload in accordance with Sargon's safety procedures associated with a forced descent and landing. Additionally, Quilla's transmission of its landing zone coordinates included its safety procedures which also required jettisoning of all payloads in emergency landing situations. Accordingly, Dragnet jettisoned Transat as it descended from Low Lunar Orbit. Transat subsequently impacted with an above ground structure at 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. Quipu immediately informed Sargon of Transat's crash. Quipu did not maintain any insurance which covered the Transat incident.

14. Dragonfly subsequently arrived at Quilla to retrieve the Dragnet crew. Shortly after Dragonfly's arrival, Sargon requested Quipu's permission to inspect the Transat crash site and damage at that time or some later agreed on date. Quipu declined to grant permission. The Dragonfly crew then proceeded to the forced landing site to survey and inspect the Dragon wreckage. Upon inspecting Dragnet, the wreckage, and surrounding area, Dragonfly's crew learned that Sargon's proprietary A.I. software, quantum computing system, and propulsion

system had been extracted from Dragnet. Dragonfly transmitted this information to Sargon and then returned to EOS-1 with the Dragnet crew who were subsequently transported to Earth.

15. Sargon contacted Quipu about the equipment and technology missing from the Dragnet wreckage. Quipu admitted that it had lawfully salvaged or extracted the technology and/or abiotic space resources from Dragnet. Quipu then presented an invoice to Sargon for the costs associated with the rescue and medical care of the Dragnet crew.

16. Sargon and Quipu entered protracted settlement discussions concerning their respective claims. Sargon and Quipu were unable to settle their dispute, and each requested their respective home State to take action under the applicable space treaties and any other applicable international agreement as well as the principles of international law.

17. Accadia requested diplomatic consultation with Inkaton regarding Quipu's extractions from the Dragnet wreckage and to declare the Sabaku judgment null and void or otherwise contrary to law. The request was made 340 Earth solar days after Sargon learned of the extraction. Subsequently, Inkaton requested diplomatic consultation with Accadia relating to the wrongful taking of Observer-1 without compensation. It also sought compensation for recovery and medical care of the Dragnet crew as well as for the damage caused by Transat. Inkaton made its diplomatic consultation request 364 Earth solar days after the Transat crash, which is more than a lunar year. Inkaton did not request any consultation with Sabaku as it determined that any claim against Sabaku would be an exercise in futility.

18. The diplomatic consultations did not produce any resolution. So, Accadia and Inkaton agreed to submit their dispute to the International Court of Justice ("ICJ") pursuant to Article 36 of the ICJ's Statute with each party accepting the Court's jurisdiction.

19. Accadia and Inkaton are each party to the United Nations Charter, Outer Space Treaty, 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.

20. Accadia and Inkaton agree that the arguments about the following submissions are without prejudice to any further claims either may have which might pertain to the legality of relevant actions under the applicable treaties and the principles of international law.

21. On the basis of the foregoing Agreed Statement of Facts, INKATON has requested the Court to adjudge and declare that:

a. ACCADIA is liable and responsible under international law for Sargon's non-consensual 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.

22. On the basis of the foregoing Agreed Statement of Facts, ACCADIA has requested the Court to adjudge and declare:

a. ACCADIA is not responsible nor liable under international law for Sargon's removal of Observer-1 from orbit,

b. INKATON is liable and responsible under international law for compensation for Quipu's non-consensual taking of component parts from the Dragnet wreckage, and

c. INKATON is not entitled to compensation under international law for damage sustained by Quipu's lunar extraction facility nor costs and expenses Quipu incurred in rescuing and providing medical care for Dragnet's crew,

And to dismiss all claims to the contrary.