

Clarifications to the Record
Twenty-First Annual Stetson International Environmental
Moot Court Competition
2016–2017

Please note that this document does not contain responses to all of the requests for clarification that were received. The answers to some requests are already contained within the Record, and other requests were beyond the scope of the legal issues that should be the focus of your arguments in the memorials and during the oral rounds of the competition. The arguments should largely focus on the conferences, documents, conventions, and legal principles that are mentioned in the Record.

Clarifications regarding international environmental law and international law issues

- Q1. Can the Joint Written Statement of Aeolia and Rinnuco, dated 11 July 2016 and addressed to the Registrar of the International Court of Justice (Record Page 2), be considered as a special agreement between the parties?
- A1. No.
- Q2. On Record Page 3, it states that “[t]he Federal States of Aeolia and the Republic of Rinnuco request the Court to decide the jurisdictional questions and merits of this matter on the basis of the rules and principles of general international law, as well as any applicable treaties.” Does the phrase “any applicable treaties” include any convention, protocol, or treaty beyond those specifically mentioned in the Record, or do we strictly have to apply only those mentioned in the Record?
- A2. The phrase may include other treaties beyond those specifically mentioned in the Record; however, the arguments should largely focus on the conferences, documents, conventions, and legal principles that are mentioned in the Record.
- Q3. Record Page 2 references “Article 26 of the Rules of Court” and “Article 79, paragraph 10, of the Rules of Court.” Does “Rules of Court” refer to the Rules of Court for the International Court of Justice?
- A3. Yes.
- Q4. In Paragraph 11 of the Record, what does the phrase “attended and fully participated” mean?
- A4. It means that Aeolia and Rinnuco were part of the consensus of any documents adopted at those conferences.
- Q5. When did Aeolia and Rinnuco sign UNCLOS, the CBD, CMS, the London Convention, the London Protocol, and the Kyoto Protocol?
- A5. Aeolia and Rinnuco signed in the first year in which the conventions or protocols were opened for signature.

- Q6. Have Aeolia and Rinnuco entered into any relevant bilateral or multilateral regional agreements?
A6. No.
- Q7. Did Aeolia and Rinnuco participate in the Arctic Council's Working Group on the Protection of the Arctic Marine Environment?
A7. No.
- Q8. Is there a stated reason why Aeolia has not ratified the Doha Agreement?
A8. No.
- Q9. Is there a stated reason why Aeolia did not meet its quantified emission limitation or reduction commitment under the Kyoto Protocol?
A9. No.
- Q10. Are Aeolia's and Rinnuco's quantified emission limitation or reduction commitments included on Annex B to the Kyoto Protocol?
A10. Yes.
- Q11. Are Aeolia and Rinnuco considered Annex I or Annex II Parties to the UNFCCC?
A11. Aeolia and Rinnuco are Annex I Parties to the UNFCCC.
- Q12. Did Rinnuco follow the prescribed procedure under UNCLOS for submitting the notice of revocation to the Secretary General on 28 March 2016 (Paragraph 9 of the Record)? Also, did Rinnuco's notice of revocation include a new written declaration regarding Rinnuco's chosen means for the settlement of disputes concerning the interpretation or application of UNCLOS?
A12. Rinnuco followed the prescribed procedure under UNCLOS for submitting the notice of revocation, and the Secretary General transmitted copies of the notice of revocation to the States Parties in accordance with Article 287 of UNCLOS. Rinnuco's notice of revocation did not include a new written declaration regarding Rinnuco's chosen means for the settlement of disputes concerning the interpretation or application of UNCLOS.
- Q13. What is the exact date (in the month of March) when Aeolia requested Rinnuco to agree to submit the matter to the ICJ in accordance with Article 287 of the UNCLOS, which Rinnuco refused (Paragraph 22 of the Record)?
A13. 21 March 2016.
- Q14. Did Aeolia make any declaration on becoming a Contracting Party to the London Protocol?
A14. No.
- Q15. Pursuant to Article 16.2 of the London Protocol, did Aeolia and Rinnuco agree to use one of the procedures listed in Article 287(1) of UNCLOS to settle disputes regarding the interpretation or application of the London Protocol?
A15. No.

Clarifications regarding Rinnuco's ocean fertilization project

- Q16. Paragraph 15 of the Record states, in part, "Each phase of the project would be successively larger." Does "successively larger" refer to the area covered by the project or the amount of ferrous sulfate added?
- A16. Both. "Successively larger" means that each phase would be larger in terms of the area covered and the amount of ferrous sulfate added.
- Q17. Are the 150–200 miles mentioned in Paragraph 15 of the Record and the 175 miles mentioned in Paragraph 16 of the Record considered nautical miles?
- A17. Yes.
- Q18. Does Rinnuco consider this project to be solely its own?
- A18. As noted in Paragraph 15 of the Record, the project was fully funded by the law passed by the Rinnuco legislature.
- Q19. Was Aeolia invited to participate in the environmental impact assessment conducted by Rinnuco?
- A19. Yes.
- Q20. Was there any public participation in the environmental impact assessment conducted by Rinnuco?
- A20. Yes.
- Q21. Did the environmental impact assessment consider only the initial phase of the project, or did it consider the entire project?
- A21. The environmental impact assessment considered the entire project.
- Q22. How did the environmental impact assessment occur? Did it comply with the CBD and/or with UNCLOS? What are the contents of the environmental impact assessment? Did Rinnuco share the contents of the environmental impact assessment with the public and/or Aeolia?
- A22. The environmental impact assessment fully complied with Rinnuco's domestic law requirements. Rinnuco shared the contents of the environmental impact assessment with Aeolia and made the contents publicly available. Further, it is Rinnuco's position that the environmental impact assessment fully complied with international law. These and other requests for clarification focus on the process and contents of the environmental impact assessment, but the arguments should not focus on the process or contents of the environmental impact assessment. As noted above, the arguments should largely focus on the conferences, documents, conventions, and legal principles that are mentioned in the Record, as well as the facts in the Record.

Questions regarding the marine biodiversity of the Muktuk Ocean

- Q23. Are the teams allowed to take into account real facts of narwhal communities, or should arguments be limited to facts stated in the Record?
- A23. You may refer to other specific narwhal communities or narwhal communities in general, but any discussion about specific narwhal communities in the Muktuk Ocean must be based on the Record.
- Q24. Is there a set migration route for narwhals relevant to the Muktuk Ocean? If so, how many narwhals migrate through the Muktuk Ocean?
- A24. Narwhals regularly migrate through the exclusive economic zones of both Aeolia and Rinnuco. The number of narwhals that migrate through the Muktuk Ocean is similar to the number of narwhals that migrate through the Arctic waters around Greenland.
- Q25. What is the marine biodiversity of the Muktuk Ocean?
- A25. As noted in Paragraph 3 of the Record, “[t]he marine biodiversity of the Muktuk Ocean is similar to the marine biodiversity around Greenland and other countries within the Arctic Circle.”
- Q26. How could Aeolia’s Nautilus Research Institute, which is located in Aeolia, conduct necropsies if the nine dead narwhals were found off the coast of Rinnuco?
- A26. Aeolia’s Nautilus Research Institute is the only research institute on Schefflutti that studies narwhals, so Rinnuco agreed to allow Aeolia’s Nautilus Research Institute to conduct the necropsies.
- Q27. Have there been previous instances of multiple dead narwhals being found off the coast of Aeolia or Rinnuco?
- A27. No.
- Q28. What is the state of hunting of narwhals in the Muktuk Ocean?
- A28. Aeolia’s and Rinnuco’s domestic legislation prohibits the hunting of narwhals within their respective exclusive economic zones.

Clarifications regarding miscellaneous issues and general procedural matters

- Q29. Would it be appropriate to assume Aeolia is the Applicant and Rinnuco is the Respondent for the purposes of this competition?
- A29. Yes.
- Q30. Is Rinnuco considered a Small Island Developing State?
- A30. No.

- Q31. What are the relative geographical locations of Aeolia and Rinnuco?
- A31. Aeolia and Rinnuco are directly adjacent to each other and share a border. Aeolia's and Rinnuco's coastlines and exclusive economic zones are directly adjacent.
- Q32. Should the diplomatic notes be considered aspersions or facts?
- A32. The facts referenced in the diplomatic notes should be taken as true, but the legal assertions in the diplomatic notes may be debated.
- Q33. If a regional/national round's memorial submission deadline is after that of the Competition Committee's memorial submission deadline, is it possible for the two memorial submissions to be different in terms of content?
- A33. No. The memorial submitted to a regional or national competition must be the same as the memorial submitted to the Competition Committee. As explained in Rule E(6), "[o]nce the memorials have been submitted to the Competition Committee, or to any regional or national competition, no revisions, supplements, or additions will be allowed."
- Q34. According to Rule E(6), "no written material outside the memorial will be accepted." Does this mean that the content for the oral rounds must be consistent with the submitted memorial(s) or that the Competition Committee will not accept any further written material from a team?
- A34. The content presented in the oral arguments does not have to be consistent with the submitted memorial(s). For example, a team may do further research and alter its oral arguments after submitting its memorial; however, after a team submits its memorial to the Competition Committee, the Competition Committee will not accept any other supplementary written materials outside the memorial (such as a forgotten appendix or additional argument for the memorial) from that team. The team may, of course, contact the Competition Committee regarding other aspects of the competition.
- Q35. Would it be possible for the Competition Committee to provide teams with a .pdf file of *The Bluebook: A Uniform System of Citation* or the *ALWD Guide to Legal Citation*?
- A35. No. The Competition Committee is unable to provide teams with a copy of either citation manual. As explained in Rule E(3)(d)(2), "[t]eams from outside the United States should make a good effort to comply with proper citation format."
- Q36. What does "argue on- and off-memorial" in Rule G(1)(c) mean?
- A36. Arguing on-memorial means presenting oral arguments on behalf of the same party that you represented in your memorial submission. Arguing off-memorial means presenting oral arguments on behalf of the party that you did not represent in your memorial submission. You must be prepared to present oral arguments on behalf of the Applicant and on behalf of the Respondent. As noted in Rule F(1)(d), "[d]uring the Preliminary Rounds [of the International Finals], each team will argue four times and will argue for both the Applicant and Respondent." The procedure may be different, however, during regional or national rounds. Please consult with the appropriate regional or national coordinator to confirm.