

**2013 PHILIP C. JESSUP
INTERNATIONAL LAW MOOT COURT COMPETITION**

CORRECTIONS AND CLARIFICATIONS TO THE COMPROMIS

The following corrections and clarifications to the Compromis have been agreed to by the parties, and the Compromis should be considered amended accordingly. The Registrar of the Court reminds all parties and participants of the following:

- a. The Compromis is, in essence, a negotiated stipulation of facts. Its words have been carefully chosen, and are the result of extensive negotiation. The parties decline to “clarify” matters about which they are unlikely to agree. The parties will not stipulate as to which legal principles are relevant, or which arguments are acceptable or unacceptable.
- b. Any request for clarification not addressed in the following paragraphs has been considered by the parties to be redundant, inappropriate, or immaterial, or the parties were unable to reach agreement on a mutually acceptable answer.
- c. Except to the extent that corrections and clarifications are set out below, participants are to assume that the Compromis is accurate and complete in all respects. In particular, both parties stipulate as to the authenticity of all documents and of the signatures on all documents referenced in the Compromis.
- d. With respect to pronunciations of the various proper names used in the Compromis, all parties and the Court have agreed that they will not take formal or informal offense at any reasonable effort to pronounce proper names correctly.

CORRECTIONS

1. The first sentence of paragraph 8 is corrected to read, “Rutasia signed and ratified the UN Framework Convention on Climate Change (“UNFCCC”) in 1992, and is listed in Annex I of the UNFCCC.”
2. In the second sentence of paragraph 39, the words “it has not ratified” are corrected to read, “it has not signed or ratified.”
3. Annex A is corrected to include an eighth bullet point, reading, “*Choice of Law*: Any dispute arising under the Climate Change Loan is to be resolved according to the applicable laws of Rutasia, provisions regarding choice of law excepted.”

CLARIFICATIONS

1. At the time of the signing of the contract referenced in paragraph 9 and at all other relevant times, MCL was the only Rutasian company whose experience included projects of seawall construction and maintenance of a scale contemplated by the contract with Alfurna.

2. The Provincial Bank of Lando is an agency of the Rutasian government.
3. The entire original loan principal (USD 125 million) was the basis for both partial debt cancellations.
4. From mid-2006 to early 2009, the Alfurnan government gradually relocated its administrative agencies from Engili Island to Finutafu. Alfurnans living in Finutafu are generally subject to Finutafu's laws. However, under the terms of the Nasatima Island lease, Alfurna is entitled to apply its own laws on Nasatima Island and to enact new laws as appropriate, except for laws relating to defense, customs, and immigration, which are subject to Finutafuan control.
5. After the discovery of asbestos in Block A of the Woerema Centre, the villagers from the Nullatree Cove resident there were relocated to vacant barracks at a Rutasian military base, which were made available for this purpose pending their relocation outside the country. They remain at that facility as of the date of the Compromis.
6. The Supreme Court is Rutasia's highest court, from which there is no appeal.
7. The lease of Nasatima Island went into effect on 9 March 2012. As of the date of the Compromis, three of Alfurna's 14 government ministries (Interior, Justice, and Education) have been relocated from mainland Finutafu to the Island, using temporary and modular offices. All of the remaining 11 have representatives and functionaries on the Island, and plans are in place for their definitive relocation by the end of 2013.
8. Alfurna's Permanent Representative to the U.N., who has held that position since 2007, attended the General Assembly session referenced in paragraphs 49 and 50, but was required to leave New York to deal with an emergency before the Rutasian ambassador made his speech. He was unable to return before the end of the session.
9. During negotiation of the Compromis under the Secretary-General's auspices, the Parties agreed to waive the arbitration clause of the Climate Change Loan Agreement, expressly allowing issues arising under the Agreement to be included in the submission to the International Court of Justice.
10. On 1 November 2012, an observation team consisting of representatives of the Secretary-General, the U.N. Human Rights Committee, both parties to the Compromis, and three Nobel Peace Laureates issued a report on conditions at Camp Sontag, the converted prison that the Saydee authorities indicated would be used to house the Alfurnan migrants on their transfer from Rutasia. Three members of the Saydee Human Rights Commission, a government body, accompanied the team. The report essentially corroborated the particulars laid out by World Immigration Watch in paragraph 40 of the Compromis. In addition, the observers reported that several of the 600 people currently at Camp Sontag (all accused of immigration violations) showed signs of malnutrition, and 50 women reported having been sexually abused by their guards. The report was signed by the entire delegation, including the members of Saydee nationality. Two days

after the report was issued, the Government of Saydee issued a statement that did not deny the charges, but promised to invest fresh funds to rectify the situation “as soon as budgetary pressures allow the expenditure.”

11. On 6 November 2012, a conference of states that have (or whose nationals have) outstanding loans to Alfurna took place in Geneva. The outcome of the conference was a resolution, unanimously adopted, in which lenders agreed to forego any attempt to recover Alfurnan indebtedness, or to seize collateral or other Alfurnan property subject to their jurisdiction, pending the outcome of the case before the International Court of Justice. Neither Alfurna nor Rutasia was represented.