

**2017 PHILIP C. JESSUP  
INTERNATIONAL LAW MOOT COURT COMPETITION**

**CORRECTIONS AND CLARIFICATIONS TO THE SPECIAL AGREEMENT**

The following corrections and clarifications to the Special Agreement have been agreed to by the parties, and the text jointly notified to the Court on 12 September 2016 should be considered amended accordingly. The Registrar of the Court reminds all parties and participants of the following:

- a. The Special Agreement is, in essence, a negotiated stipulation of facts. Its words have been carefully chosen, and they 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 Special Agreement 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 Special Agreement.
- d. With respect to the pronunciation of the various proper names used in the Special Agreement, 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.
- e. Atania and Rahad are not parties to any bilateral or multilateral treaties, conventions, or accords other than those referenced within the Special Agreement or herein.

**CORRECTIONS**

1. In the fourth sentence of Paragraph 5, the reference to the depths of “four kilometers” of the canyons should be corrected to “1.4 kilometers”.
2. In Paragraph 32, the reference to the 37<sup>th</sup> Conference should be deleted and replaced with “36<sup>th</sup> Conference.”
3. The second sentence of Paragraph 59 is deleted and replaced with the following sentence: “Atania became a party to the 1970 UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property in 1991, and Rahad deposited its instrument of ratification with UNESCO on 30 September 2014.” No other part of paragraph 59 is changed.

## CLARIFICATIONS

1. The Greater Inata Aquifer is an unconfined fossil aquifer. It is not subjacent to the Kin Canyon Complex.
2. The “Stronghold” is located within the Kin Canyon Complex in Atania’s territory.
3. The report issued by ILSA on 17 January 2003 included an environmental impact assessment undertaken and completed in compliance with Rahadi domestic law. This environmental impact assessment was included in Rahad’s 30 September 2004 submission to the World Heritage Committee.
4. The University of Atanagrad is a public university founded and predominantly funded by the Atanian Government.
5. The Kin Canyon Complex Cultural Center is owned and managed by the Atanian Ministry of Culture.
6. At the 2014 Meeting in Doha, Qatar, the World Heritage Committee began discussions with Rahad on a program of corrective measures regarding the Savali Pipeline and Kin Canyon Complex. The Committee requested that Rahad present plans for implementation at the 2017 Meeting in Krakow, Poland.
7. Those arrested following the 17 July 2014 protest in Atanagrad were charged with inciting a riot, a felony charge under Atanian domestic law. They were provided with court-appointed counsel. Each protester had an initial appearance and was remanded to custody pending trial. No trial dates have been set as of the date of the Special Agreement. The pretrial detentions comply with Atanian domestic law.
8. The camps opened in Rahad pursuant to the KHAA were operated by and paid for exclusively by Rahad. The Office of the United Nations High Commissioner for Refugees (UNHCR) participated only to the extent necessary to inspect the camps and to ensure that the camps met minimum UNHCR standards.
9. As of the date of submission of the Special Agreement, Atania continues to import water from third-party nations. Rahad has not imported water since 1 January 2007.
10. Atania and Rahad were admitted to the United Nations in 1962 and became parties to the Statute of the International Court of Justice. Each country has been party to the Vienna Convention on the Law of Treaties, the International Covenant on Civil and Political Rights, and the International Covenant on Economic, Social, and Cultural Rights since 1975; Atania and Rahad became party to the 1972 World Heritage Convention in 1981 and 1983, respectively, and the 1951 Convention Relating to the Status of Refugees (and its 1967 Protocol) in 1971 and 1973, respectively.