



23rd Stetson International Environmental Moot Court Competition – 2018-19
SURANA & SURANA INDIA NATIONAL ROUNDS

Jindal Global Law School, Sonipat

23 – 25 November 2018

Clarifications to the Record

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 and factual 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, conventions, agreements, documents, and legal principles that are mentioned in the Record.

Clarifications regarding international environmental law, international law, and background or procedural matters

Q1. Is Alliguna considered the Applicant and Revels considered the Respondent for the purposes of this competition?

A1. Yes.

Q2. Have Alliguna and Revels entered into any other bilateral or multilateral regional agreements?

A2. No.

Q3. Are Alliguna and Revels parties to the United Nations Convention on the High Seas?

A3. No.

Q4. When did Alliguna and Revels sign the CBD, CMS, UNCLOS, UNFCCC, Paris Agreement, and Hamilton Declaration on Collaboration for the Conservation of the Sargasso Sea?

A4. Alliguna and Revels signed in the first year in which the conventions or agreements were opened for signature.

Q5. Did Alliguna and Revels attend all of the Conferences or Meetings of the Parties related to the conventions or agreements to which they are parties?

A5. Yes.

Q6. When did Alliguna and Revels become members of the United Nations?

A6. Alliguna and Revels became members during the first year in which the United Nations was open for membership.

Q7. In Paragraph 12 of the Record, what does the phrase “attended and fully participated” mean?

A7. It means that Alliguna and Revels were part of the consensus of any documents adopted at those conferences.

- Q8. Should the diplomatic notes be considered aspersions or facts?
A8. The facts referenced in the diplomatic notes should be taken as true, but the legal assertions in the diplomatic notes may be debated.
- Q9. What was the content of the NDC submitted by Revels under the Paris Agreement?
A9. The NDC included increased reliance on biofuels.
- Q10. Does Revels have any domestic policy or legislation for protection of the Sargasso Sea or conservation of European eels?
A10. No.
- Q11. Are the coasts of Revels affected by an invasion of Sargassum algal blooms?
A11. No.

Clarifications regarding the European eel

- Q12. Were the European eels declared as cultural property by the government of Alliguna or in any other convention?
A12. No.
- Q13. Is the European eel important to either state's economy?
A13. No.
- Q14. Are the factors affecting the migration of European eels and the route of migration for the European eels from the Sargasso Sea to Alliguna and Revels the same as from the Sargasso Sea to other Range States?
A14. Generally, yes.

Clarifications regarding the SEA Corporation and its Sargassum harvesting project

- Q15. Is the SEA Corporation incorporated in the Republic of Revels?
A15. Yes.
- Q16. How much Sargassum is harvested by the SEA Corporation?
A16. It is more than a *de minimis* amount.
- Q17. Did Revels or the SEA Corporation undertake any Environmental Impact Assessment before instituting the Sargassum harvesting project?
A17. The SEA Corporation conducted an Environmental Impact Assessment and determined that the impacts on the marine biodiversity, including the European eel, were uncertain.
- Q18. What was the amount of the subsidy that the SEA Corporation received from Revels?
A18. It was an amount such that the project would not have moved forward without the subsidy.