

**2006 PHILIP C. JESSUP
INTERNATIONAL LAW MOOT COURT COMPETITION**

CORRECTIONS AND CLARIFICATIONS TO THE COMPROMIS

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

- a. The *Compromis* is, in essence, a stipulation of facts. Its words have been carefully chosen, and are the results of extensive negotiation. The parties decline to "clarify" the facts by providing conclusory characterizations, *e.g.* of the nature of their political systems. And, obviously, the parties will not stipulate as to what arguments are acceptable or unacceptable.
- b. Any request for a clarification not addressed in the following paragraphs has been considered 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 referenced in the *Compromis*, and to the authorship and the authenticity of the signatures on all documents referenced in the *Compromis*.
- d. With respect to pronunciations of the various proper names used in the *Compromis*, it should be noted that these are generally-accepted Anglicizations of the names involved, submitted in English for the use of the Court. All relevant parties have agreed that they will not take formal or informal offense at any reasonable mispronunciation.

CORRECTIONS

1. In paragraph 27, the phrase "September and October" should read "August and September."
2. In paragraph 21, the phrase "with the destroyed lands" should read "with the lands."

CLARIFICATIONS

1. Rubria stipulates that its government is currently aware of the activities of PROF in connection with the Elysian laborers. The Rubrian Prosecutor-General is investigating these activities and considering whether criminal charges may be appropriate. Rubria does not concede that it was aware of PROF's conduct discussed in the *Compromis* at the time the conduct was occurring.

2. Rubria has continued to protest the Under-Secretary-General's interpretive memorandum at every opportunity, to the present day.
3. On January 5, 2003, TNC's shareholders and board of directors adopted a corporate code of conduct, in conformity with TNC's obligations under the MCRA.
4. TNC is privately owned, in the sense that it is not owned or operated by any government.
5. COG is a corporation incorporated in Rubria. According to its corporate charter, it was incorporated by the two shareholders expressly and solely for the purposes described in paragraph 19. COG's board of directors consists of nine members, five of whom are appointed by TNC and four of whom are appointed by the government of Rubria. At its first meeting, the Board hired a full-time chief executive officer, who in turn has hired the personnel of COG. All employees of COG work full-time and exclusively for COG.
6. PROF is a corporation with a distinct corporate identity from COG. It was created, and its employees were hired, for the sole purpose of performing the COG contract. PROF has no other clients. PROF employees wear distinctive hats when on duty.
7. According to the ILSA Report, PROF employees deposited the Elysian laborers at each work site in the mornings. The Elysian laborers worked all day under the instructions of COG managers. PROF employees picked up the Elysian laborers in the evenings and returned them to their agricultural fields.
8. Several third-party States that had bilateral treaties with Nessus have considered those treaties as continuing in effect as between them and Acastus. Others have declined to do so, and have considered the treaties terminated by virtue of the dissolution of Nessus.
9. No concessions should be read into the use of the term "new States" in paragraphs 2 and 6 of the *Compromis*.
10. All PROF seizures of Elysians occurred in the Elysian agricultural fields in Rubria. According to Elysian tradition, children, pregnant women, and the physically and mentally handicapped do not labor in their fields.
11. The Elysians have exhausted all local remedies available in Rubria concerning all matters in this *Compromis*.
12. After the civil court's decision in the *Borius* case, counsel for Rubria and COG filed a petition to appeal the decision to the Acastian Supreme Court, the only appellate recourse available to them. The Acastian Supreme Court summarily denied their petition, acting consistently with its procedural rules.

13. The underground spring described in paragraph 5 is contained wholly within Rubria. Its destruction would have no foreseeable or material effect on the territory or ecosystems of any other State.

14. Although COG does not have assets in Acastus, it has conducted sufficient business, including raising capital on Acastian capital markets, to justify the civil court's conclusion that COG was "present" in Acastus within the meaning of AIRE5. The Rubrian ambassador voluntarily accepted service of process of the *Borius* complaint, thereby submitting the jurisdiction of the Acastian civil court.