

**2010 PHILIP C. JESSUP  
INTERNATIONAL LAW MOOT COURT COMPETITION**

**CORRECTIONS AND CLARIFICATIONS TO THE COMPROMIS**

The following corrections and clarifications 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 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 last portion of the first sentence in Paragraph 49 is corrected to read as follows:

"... bids for the rights to exploit the oil reserves within 200 nautical miles of the Islands' baselines."

2. The beginning of the first and second sentences in paragraph 61 are corrected to read as follows:

a. "On 3 December 2007, MDR Limited filed a judicial challenge..."

b. "MDR Limited's expedited appeals..."

3. Paragraph 71(2) is corrected to read as follows:

"The rejection of MDR's bid did not constitute a breach of Rydal's obligations under the Aspatria-Rydal BIT."

## CLARIFICATIONS

1. The Treaty of Woodside was signed and ratified in 1841.
2. In addition to the ten states located near Aspatria, eight other states have regularly supported Aspatria's claim to the Islands before the U.N. Special Committee and the General Assembly.
3. Felix Monte de Rosa is an Aspatrian citizen. MDR Limited was incorporated in Aspatria and is a private company wholly owned by Mr Monte de Rosa.
4. The exclusive license granted by Aspatria in 2003 was to MDR Limited and not to Mr Monte de Rosa in his private capacity.
5. ROCO's bid satisfied all of the requirements set out by First Minister Craven in paragraph 49.
6. The administrative petition referenced in paragraph 57 was filed pursuant to section 117-10 of the Aspatrian Criminal Code, which sets forth a procedure by which the Public Prosecutor of Aspatria may petition an administrative court for an order to seize any assets which might be used to further, to promote, or to conceal criminal conduct alleged in an underlying criminal case. Assets seized are held by the administrative court until the conclusion of the underlying criminal case. If the defendant is found guilty, the seized assets may be used in satisfaction of any penalty imposed. If the defendant is found not guilty, all seized assets are to be returned promptly to the defendant.
7. Islanders are classified by Rydal as "Rydalian Dependent Territory citizens" or "RDTs". Individuals with RDT status do not possess full Rydalian citizenship. For example, Islanders may not vote in Rydalian elections and have no representation in Rydalian Parliament.