

**2011 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. All references to “17 September, 2010” and “seventeenth day of September in the year two thousand and ten” are corrected to read “5 May, 2010” and “fifth day of May in the year two thousand and ten” respectively.
2. The last sentence of paragraph 12 is corrected to read as follows:

“Allegations also surfaced that transporters for MDI responded to solicitations from members of the provincial tribal councils in the Northern Provinces, to pay mandatory undocumented fees to ensure the protection of the extraction site and the smooth delivery of the product to RRI’s plant in Rigaliaville.”
3. The third sentence of Paragraph 22 is corrected to read as follows:

“His statement, incorporated in a preliminary police report, substantiated the media allegations of corruption reported in 2002, implicating Leo Bikra, Clyde Zangara and the ZRF.”
4. The last sentence of paragraph 24 is corrected to read as follows:

“Ardenia added that correspondence between ZRF officers and members of the provincial tribal councils was not relevant to Rigalia’s corruption investigation and therefore could not be the subject of an MLA request.”

5. The second sentence of Paragraph 26 is corrected to read as follows:

“On July 3, 2009, the CRBC received a letter from the Ardenian NCP stating that it refused to examine the complaint on the grounds, *inter alia*, that: 1) the complaint should be dealt with by the NCP of Rigalia where the alleged misconduct of RRI and MDI occurred 2) the MNE Guidelines do not apply to RRI and 3) in any event, it could not deal with the complaint since investigations had been launched in Ardenia and Rigalia concerning these allegations.”

6. The second sentence of paragraph 30 is corrected to read as follows:

“The strike killed a top separatist commander, Adar Bermal, who was a prominent leader of the ZDP and major decision-maker in the planning and initiation of all military activities within Rigalia.”

CLARIFICATIONS

1. The CRBC has not contacted Rigalia’s NCP.
2. Ardenia has been a Member of the OECD since 1995.
3. Rigalia signed the OECD Anti-Bribery Convention on the date of its adoption by the OECD Council and deposited its instrument of ratification with the OECD Secretary-General 90 days later.
4. Ardenia and Rigalia are both parties to the 1907 Hague Convention.
5. Claims brought by Zetians within Rigalia contesting the legality of the predator drone program and the Mavazi ban under domestic and international law were dismissed by Rigalia’s lower court as non-justiciable as they either raised political questions outside the competence of Rigalian courts, or unenforceable international legal norms. These dismissals are not subject to appeal.
6. Morganville is the capital of Morgania.