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The Relationship between National Space law and International Space Law

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Introduction

- Fundamental issue:
  - Public international space law (UN Treaties) *versus*
  - Private participation in space activities

1. Ensuring adherence private parties to UN Treaties & other international (space) law
   - Monitoring & control!
2. Ensuring bona fide interests private enterprise taken into account
   - Protection & stimulation!

The need for national space law (1)

1. At the international level
   - Art. VI, OST, *obliges* authorisation & continuous supervision
   - It *suggests* to do so by means of a national space law
   - Art. VII, OST & LC *suggest* dealing with liability consequences
   - RC *obliges* proper registration space objects
   - Art. VIII, OST, *suggests* to apply available jurisdiction for the purpose

The need for national space law (2)

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2. At the national *legal* level
   - Domestic consequences private involvement
     - E.g. domestic damage & domestic liability
3. At the national *policy* level
   - Use national space law to implement national policies
     - E.g. preferences for satcoms, EO…
     - …e.g. by means of tax incentives, liability waivers...

International → national space law

- State responsibility
  ←→ private space activities
- State liability
  ←→ private space activities
- State jurisdiction
  over private space activities

→ *Which* private space activities?

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Case study on liability – United States

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- By means of *launching* acts
  - CSLAct Amendments 1988 → 49 USC
    - Obligatory insurance/financial responsibility
    - US government as recipient
    - Max. required coverage US $ 500M
      - Max. liability insurance cover available
      - Max. probable loss (MPL)
    - Inter-party liability vis-à-vis US govt.
      - Max. required insurance cover / financial resp. US $ 100M, if available & if less than MPL

Case study on liability – Norway, Sweden & UK

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- Norway, 1969 (launching only)
  - Nothing on liability…
- Sweden, 1982 (≈ all space activities)
  - Full reimbursement
  - No obligation for insurance
- United Kingdom, 1986 (all space activities)
  - Full reimbursement
  - Insurance obligation
    - UK govt. to be insured for £ 100M...

Case study on liability – Russia, SAfrica & Ukraine

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- Russia, 1993 (all space activities)
  - Full reimbursement
  - Limited insurance obliged (limits not clear)
- South Africa, 1993 (all space activities)
  - Likely full reimbursement
  - Mandatory insurance
- Ukraine, 1996 (all space activities)
  - Obligatory insurance
  - Limit to reimbursement?

Case study on liability – Australia, Brazil, Hongkong

- Australia, 1998 (only launching & re-entry)
  - Reimbursement limited – with help of MPL
  - Mandatory insurance
- Brazil, 2001 (only launching)
  - Insurance obligatory
  - But reimbursement…?
- Hongkong, 1997
  - Adapting to return Hongkong from UK to PRC
  - Full indemnification PRC
  - Insurance: optional (!)

Case study on liability – SKorea, Belgium & the future

- South Korea, 2005 (all space activities)
  - Liability in principle unlimited
  - Insurance obligatory, up to limit t/b prescribed
- Belgium, 2005 (all space activities)
  - No obligation for insurance
  - Reimbursement int'l liability: in principle unlimited
- The future…
  - Netherlands, Germany, India, PRC, …?
  - N.B. France: *ad hoc*-arrangements Arianespace
    - Arianespace to reimburse France for € 60M per launch…