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International Legal Regime on Outer Space: Liability Convention and Registration Convention

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I. International Space Law

International space law has undergone a deep evolution since it first began in the 1950s. Space activities and globalisation now underline a profoundly changed legal framework.

In the first stage, when the UNCOPUOS Legal Subcommittee (LSC) began its work, no binding instrument was in force within the international community for regulating the exploration and exploitation of outer space. The General Assembly felt it necessary to give some guidance to member States conducting space activities. A legal foundation for space activities was needed as a matter of urgency in order to avoid the development of practices dictated exclusively by national interests. This was realized thanks to Resolution 1962 (XVIII) adopted by the General Assembly on 13 December 1963, and containing the Declaration of Legal Principles Governing the Activities of States in the Exploration and Use of Outer Space.

While the adoption of an instrument not binding *per se* was seen as a first step towards a new legal regime for outer space, the time seemed mature for entering into multilateral treaties for clarifying and to progressively develop the rules to be applied to space activities. The LSC became the most appropriate forum for reaching *consensus* on the major issues involved and transforming such *consensus* on mandatory norms of international law.

These were the origins of the 1967 Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, generally called as the Outer Space Treaty (OST).

The OST became one of the outstanding law-making treaties of contemporary international law as a whole; it significantly contributed to the progressive development and codification of international space law. By the OST, an attempt was made at finding a balanced compromise between the common interests of all nations, the aims of humankind as a whole, and the interests of individual States as members of the world community and subjects of international law. It was agreed that “[t]he exploration and use of outer space, including the Moon and other celestial bodies, shall be carried out for the benefit and in the interests of all countries, irrespective of their degree of economic or scientific development, and shall be the province of all mankind.”

The OST established once and for all significant principles, such as the non appropriation and denuclearisation of outer space and the use of the Moon and other celestial bodies exclusively for peaceful purposes.

Moreover, to introduce and better understand the Liability and Registration Conventions, it is necessary to look at some key Articles of the Outer Space Treaty, namely Articles VI, VII and VIII.

Firstly, a special significance must be attached to the principle, embodied in Article VI, that State Parties “shall bear international responsibility for national activities in outer space ...whether such activities are carried on by governmental agencies or by non-governmental entities”, and for “assuring that national activities are carried out in conformity with the provisions” of the Treaty. This responsibility – continues Article VI – pertains to assuring that national activities are carried out in conformity with the provisions set forth in the OST.

Therefore, international responsibility according to Article VI, encompasses all the legal consequences of *national activities* in outer space. It covers not only the obligation of reparation in case of violations of international obligations by public or private entities, but also the obligation to compensate for damage according to the special regime set forth in Article VII. Beside, another important effect arising from the accountability provided for in Article VI is the recourse by a State to take legislative action at the national level in order to answer for private space activities and their legal consequences for which the State is internationally responsible.

The obligation to compensate for damage is detailed in Art. VII of the OST, following which each State Party to the Treaty that launches or procures the launching of an object into outer space, including the Moon and other celestial bodies, and each State Party from whose territory or facility an object is launched, is internationally liable for damage to another State Party to the Treaty or to its natural or juridical persons by such object or its component parts on the Earth, in air or in outer space, including the moon and other celestial bodies.

In its turn, Article VIII of the OST establishes that a State Party to the Treaty on whose registry an object launched into outer space is carried shall retain jurisdiction and control over such object, and over any personnel thereof, while in outer space or on a celestial body.

2. The 1972 Liability Convention

The general legal framework set up by the OST was complemented by the Convention on International Liability for Damage Caused by Space Objects, which depicts a victim-oriented discipline of absolute responsibility/strict liability for damages caused by space objects on the surface of the Earth or to aircraft in flight.

The Convention was adopted, after over a decade of negotiations, by the General Assembly in 1972. It contains the fundamental elements sought by the UN through its proposals, while some less fundamental proposals were excluded in the interest of reaching a compromise. It gives the maximum assurance that a launching State which has ratified the Convention will pay a just claim and encourages space powers to deal equitably with justified damage claims from claimant States. In some way, Space States' responsibility and liability are a counterpart for the freedom of exploration and exploitation of outer space. Activities in outer space are in fact ultra hazardous activities, because they take place in a very special environment from a technical point of view. Indeed the fundamental aim of the Liability Convention is mainly to regulate the liability for damage to “innocent” victims not taking part in space activities.

Let me now address the main principles and features of the Liability Convention.

First of all, the Convention applies to *damage* caused by a space object, as defined in Article 1: “loss of life, personal injury or other impairment of health; or loss of or damage to property of States or of persons, natural or juridical, or property of international intergovernmental organizations”. In that respect, it does not apply to damage to the space environment or even to the Earth’s environment as such. The Liability Convention applies to *space objects*, including component parts of a space object as well as its launch vehicle and parts thereof. In this vein, *space debris* are to be considered as space objects.

The Liability Convention introduces the concept of a *launching State* defined by Article I as: i) A State which launches or procures the launching of a space object or (ii) A State from whose territory or facility a space object is launched. The rationale of this definition which identifies four possible launching States, is to safeguard the interest of the victim to find a State which has to compensate in case of damage. From the time the Convention was adopted the notion of launching State has retained the attention of the legal space community, mainly with reference to the evolving practice of launches and the involvement of the private sector in them. Moreover, it is clear from the above definition that it is possible to have more than one launching State for each space object or its component parts. This is why the Convention imposes, always in the interest of the victim, joint and several liability on the multiple launching States and each launching State may present claims for indemnity from other launching States or to appropriate their liability by agreement.

In 2004, a draft resolution on the application of the concept of the “launching State” was adopted by the LSC and approved by General Assembly Resolution 59/155 of December 10, 2004 with the title “Application of the Concept of the Launching State”. The resolution reminds that it does not constitute an authoritative interpretation nor an amendment to the Liability and Registration Conventions, but it is helpful in better understanding the main problems raised by the application of the Convention over the years. It mainly recommends that States consider enacting national legislation on authorization and supervision of space activities by private entities and the conclusion of agreements with respect to joint-launches.

The Convention provides for two categories of liability: on the one hand, objective/absolute liability and, on the other hand, liability by fault.

Firstly, according to Article II, a launching State shall be absolutely liable to pay compensation for damage caused by its space object on the surface of the earth or to aircraft flight. So, the liability for victims on the Earth, is objective; no fault has to be proven. The liability is unlimited in amount and in time. The liability is also absolute. Only “*gross negligence*” or “*an act or omission done with intent to cause damage*” may be exonerating, but no exoneration whatever shall be granted in cases where the damage has resulted from illegal activities conducted by a launching State (Article VI), namely activities which are not in conformity with international law including, in particular, the Charter of the United Nations and the OST.

The launching State liability applies to the whole activity, from the launch of the rocket, during the travel to orbit, to the space object’s life in orbit, and to the stay in orbit until deorbit.

If the liability mechanism is very efficient toward victims on Earth or to aircrafts in flight, the Convention regulates differently the liability by fault, when the damage is caused to other space objects in space. In this case, the launching State will be liable, but only if its fault may be proven. In the case of damage to persons or properties on board another space object, the liability rule considers the *launching State*. If the fault has not been committed by a launching State but by another State, the Liability Convention does not apply.

As I have said, when there is more than one launching State (Article V) or when two space objects are involved (Article IV) the launching States are jointly and severally liable. These norms mean that the State of the victim can ask for the whole compensation from any one of the launching States. Afterwards, the launching States will share the burden of compensation according to Articles IV or V respectively.

In the first case, whenever two or more States jointly launch a space object, they are jointly and severally liable for any damage caused. At the same time, a launching State which has paid compensation for damage shall have the right to present a claim for indemnification to other participants in the joint launching. The participants in a joint launching may conclude agreements regarding the apportioning among themselves of the financial obligation in respect of which they are jointly and severally liable. Such agreements shall be without prejudice to the right of a State sustaining damage to seek the entire compensation due under this Convention from any or all of the launching States which are jointly and severally liable. Finally, a State from whose territory or facility a space object is launched shall be regarded as a participant in a joint launching.

In the second case, in the event of damage being caused elsewhere than on the surface of the earth to a space object of one launching State or to persons or property on board such a space object by a space object of another launching State, and of damage thereby being caused to a third State or to its natural or juridical persons, the first two States shall be jointly and severally liable to the third State. If the damage has been caused to the third State on the surface of the earth or to aircraft in flight, their liability to the third State shall be absolute; if the damage has been caused to a space object of the third State or to persons or property on board that space object elsewhere than on the surface of the earth, their liability to the third State shall be based on the fault of either of the first two States or on the fault of persons for whom either is responsible. Finally, in all cases of joint and several liability of this nature, the burden of compensation for the damage is to be apportioned between the States concerned in accordance with the extent to which they were at fault; if the extent of the fault of each of these States cannot be established, the burden of compensation is to be apportioned equally between them. Such apportionment is without prejudice to the right of the third State to seek the entire compensation due under this Convention from any or all of the launching States which are jointly and severally liable.

It is also clear from the abovementioned Articles of the Liability Convention that the apportionment among the launching States of their financial obligations is to be solved by special agreements among them. In this respect, a good example of this practice are the agreements concerning the legal regime of the *Ariane* launcher from the Kourou Space Facility in the French Guyana, involving France, the European Space Agency (ESA) and the States having accepted the *Ariane* Declaration. The Declaration by Certain Governments on the *Ariane* Launcher Production Phase in force, called the "Production Declaration", was opened for accession on 14 January 1980, entered into force on 14 April 1980 and was renewed on 21 May 1992 and 7 June 2001. It applies up to the end of 2006.

The Liability Convention does not apply to damage caused to the launching State's nationals taking part in the launch (Article VII). It does not apply either to foreign nationals involved in the launching operations. This exclusion confirms that the Liability Convention is especially set to protect "innocent" victims not taking part in this dangerous activity.

Another important part of the Convention deals with the procedures for obtaining compensation. Article VIII, para. 1, gives to a State which suffers damage, or whose national or juridical persons suffer damage, the *faculty* to present to the liable State a claim for compensation for such damage. Thus, the Convention establishes a *discretionary power* of the concerned State and, for that reason, the natural and juridical persons that suffer the damage, do not have an enforceable right to pretend that this State should present an international claim to the launching State. But, as a further guarantee for the victim, if the State of nationality has not presented a claim, another State may, in

respect of damage sustained in its territory by any natural or juridical person, present a claim to a launching State, or, if neither the State of nationality nor the State in whose territory the damage was sustained has presented a claim or notified its intention of presenting a claim, another State may, in respect of damage sustained by its permanent residents, present a claim to a launching State.

Finally, Article IX establishes that a claim for compensation for damage must be presented to a launching State through diplomatic channels. If a State does not maintain diplomatic relations with the launching State concerned, it may request another State to present its claim to that launching State or otherwise represent its interests under the Convention. It may also present its claim through the Secretary-General of the United Nations, provided the claimant State and the launching State are both Members of the Organization.

In this perspective, it can be said that the 1972 Convention is at least partially inspired by the same rationale of the so-called *diplomatic protection* under general international law. Diplomatic protection is the procedure employed by the State of nationality of the injured person to secure protection of that person and to obtain reparation for an internationally wrongful act inflicted.

According to the traditional notion of diplomatic protection as stated by the Permanent Court of International Justice in the *Mavrommatis Palestine Concessions case* (Greece v. UK) : “By taking up the case of one of its subjects and by resorting to diplomatic protection or international judicial proceedings on his behalf a State is in reality asserting its own right – its right to ensure, in the persons of its subjects, respect for the rules of international law”.

The analogy must of course be taken *mutatis mutandis*, the main differences being that, in the case of the 1972 Convention, it is not question of responsibility deriving from violations of international obligations, illicit acts or wrongful behaviours, but of absolute liability arising from the mere fact that a damage caused by a space object has occurred. Besides, only the State of nationality can bring a claim in diplomatic protection, while other States can, as I have mentioned, present a claim for damage caused by space objects.

The analogy is relevant mainly from the standpoint of the *discretionary power* of a State to present a claim for compensation. In both cases, diplomatic protection and 1972 Convention, a State has the right to protect the entitled individuals (nationals and/or non nationals) but is under no obligation to do so, and the individuals concerned have no right to be protected under general international law and the 1972 Convention.

As far as diplomatic protection is concerned, in the *Barcelona Traction Light and Power Company* case, the International Court of Justice reaffirmed this principle: “The State must be viewed as the sole judge to decide whether its protection will be granted, and to what extent...It retains in this respect a discretionary power”. Apart from certain new trends that are emerging in this particular field of international law, as evidenced by the works on diplomatic protection of the International Law Commission and of the International Law Association, mainly on the loosening of the nationality of claims requirement and the protection of individuals affected by gross violations of international law¹, it can happen that the discretion in the governmental decision to spouse a claim, can be subjected to certain conditions within the internal law of each State. In the same vein, nothing can prevent the internal legislation of a State to convert the faculty given by Article VIII, para. 1, of the Liability Convention to the State whose natural or juridical persons suffer damage to present a claim for compensation for such damage, into an obligation toward the individuals concerned.

¹ See Report of the ILC, 54th session, 2002, p. 168 seq. and Orrego Vicuna, Interim Report on “The Changing Law of Nationality of Claims”, in ILA Committee on Diplomatic Protection of Persons and Properties, First Report, London, 2000, p. 30 seq.

This is the case of Italian Law n. 23 of 25 January 1983, enacted for implementing the 1972 Liability Convention, in relation to claims for damage suffered by nationals and covered by the 1972 Convention. If the general principle applicable to nationals and non nationals limits in fact the individual right to obtain compensation only if and to the extent which the Italian State has presented a (discretionary) claim and obtained reparation, Article 3 of the Law broadens the scope of the Liability Convention enlarging in two ways the protection of the victims of Italian nationality.

It gives them a right to be compensated even though the Italian State has not obtained compensation, for one reason or another, from the liable launching State under the Convention. Italian natural and juridical persons are also entitled to receive compensation if the Italian State has presented no claim for compensation, provided, in this case, that a claim has not been presented to the liable State by the State on whose territory the damage was sustained or by the State of which the persons concerned are permanent residents.

In fact, Article VIII, paragraphs 2 and 3, of the Liability Convention, allows States to present a claim in respect of damage sustained in its territory by foreign natural or juridical persons whose State of nationality has not presented a claim or by foreign permanent residents when neither the State of nationality nor the State on whose territory the damage was sustained have presented a claim or notified (in the second case) its intention of presenting a claim.

As to the identification of the moment in which the claim presented by the a State has to be considered as unsatisfied by the launching State, the 1972 Convention does not contain any indication in this respect. We can argue that the launching State satisfies the claim when it agrees on compensation for the requested amount or for an amount that is accepted by the claimant State.

A claim may be presented under the 1972 Convention no later than one year following the date of the occurrence of the damage or the identification of the launching State which is liable. If, however, a State does not know of the occurrence of the damage or has not been able to identify the launching State which is liable, it may present a claim within one year following the date on which it learned of the aforementioned facts; however, this period shall in no event exceed one year following the date on which the State could reasonably be expected to have learned of the facts through the exercise of due diligence. The time-limits specified in paragraphs 1 and 2 of this Article apply even if the full extent of the damage may not be known. In this event, however, the claimant State is entitled to revise the claim and submit additional documentation after the expiration of such time-limits until one year after the full extent of the damage is known.

Finally, the compensation which the launching State shall be liable to pay for damage under this Convention is to be determined in accordance with international law and the principles of justice and equity, in order to provide such reparation in respect of the damage as will restore the person, natural or juridical, State or international organization on whose behalf the claim is presented to the condition which would have existed if the damage had not occurred.

This regime relies upon the agreement between the concerned States. But, what happens if no agreement is reached? We have to refer to the Claims Commissions mechanism, set out by Article XIV of the Liability Convention, which states the following: “If no settlement of a claim is arrived at through diplomatic negotiations, within one year from the date on which the claimant State notifies the launching State that it has submitted the documentation of its claim, the parties concerned shall establish a Claims Commission at the request of either party”. So, each State party to the dispute concerning compensation can unilaterally request the establishment of such a third-party mechanism, composed of three members: one appointed by the claimant State, one appointed by the launching State and the third member, the Chairman, to be chosen by both parties jointly.

The Claims Commission decide the merits of the claim for compensation and determine the amount of compensation payable, if any; its decision is final and binding if the parties have so agreed; otherwise the Commission shall render a final and recommendatory award, which the parties shall consider in good faith. This obviously constitutes a point of weakness of the entire legal regime set out by the Liability Convention. The Claims Commissions decisions are mandatory only if the parties so agree, if not, they are only recommendatory. This is why the General Assembly Resolution 2777 (XXVI), para. 3, of 29 November 1971 requested States to consider, when becoming parties to the Convention, to accept as *binding* the decisions of the Claims Commission over future disputes in relation to any other State accepting the same obligation. So far out of 80 States which are parties to the Liability Convention only 9 have made such declarations. We can hope that this number will increase soon. In fact, making the decisions of the Claims Commissions binding on a base of reciprocity would be in keeping with more recent development in international law.

So said, it is useful to remind that nothing in the Convention prevents a State, or natural or juridical persons it might represent, from pursuing a claim in the courts or administrative tribunals or agencies of a launching State. However, this norm continues by stating that a State is not entitled to present a claim under the Convention in respect of the same damage for which a claim is being pursued in the courts or administrative tribunals or agencies of a launching State or under another international agreement which is binding on the State concerned. Thus, the 1972 Convention, on the one hand, does not impose the *exhaustion of the local remedies* which may be available to a claimant State or to natural and juridical persons it represents as a previous requirement for presenting a claim to the liable State (Article XI, para. 1, of the Convention), but, on the other hand, it sets out the principle of *electa una via non dat recursus ad alteram*, in order to avoid the institution of parallel proceedings under the Convention and under national, or other international binding procedures.

3. The Registration Convention

The second important piecemeal of the international legal regime of outer space is constituted by the 1975 Convention on the Registration of space objects. In this respect, it must be said that a first step was reached in 1961, when the General Assembly adopted Resolution 1721(XVI), that requested the Secretary-General of the UN to maintain a *public registry* of launchings based on the information supplied by States launching objects into orbit or beyond. It calls upon States launching objects into outer space to furnish information promptly to the COPUOS, through the Secretary-General, for the registration of launchings. This Resolution is still applicable to the States that have not yet ratified the 1975 Convention on Registration of space objects. Therefore, they may register their space objects within the United Nations on a voluntary basis following the Resolution.

After resolution 1721 (XVI), the OST was concluded in 1967. Article VIII provides that “A State party to the Treaty on whose registry an object launched into outer space is carried out shall retain jurisdiction and control over such object, and over any personnel thereof, while in outer space or on a celestial body”. In this sense, the 1967 Treaty contains three important principles on registration: a) It assumes that all space objects are to be registered at the national level; b) It sets out that these objects are under the jurisdiction and control of the State of registry; c) It provides that stray space objects shall be returned to the State of registry.

However, while the Treaty assumes that space objects will be registered, it makes no provision for their registration, and it is also silent to which State exercises jurisdiction and control over unregistered space objects. The Convention on Registration of Objects Launched into Outer Space was concluded in 1975 just in order to fill these gaps.

The Convention, which contains 12 Articles, was adopted by the General Assembly in Resolution 3235 (XXIX) on 12 November 1974, opened for signature on 14 January 1975 in New

York and entered into force on 15 September 1976. Up to now, there are 47 ratifications. Italy joined the Convention in January 2006.

The main requirements of the Convention are three.

In the first place, it requires States launching objects into outer space to provide for inclusion in a United Nations Register information on those objects. This 'identification' purpose of the Registration Convention is reflected in the preamble of the Convention itself, respectively as follows: "Desiring, in the light of the [Space Treaty, Rescue Agreement and Liability Convention], to make provision for registration by launching States of space objects launched into outer space with a view, *inter alia*, to providing States with additional means and procedures to assist in the identification of space objects, ... "; "Believing that a *mandatory* system of registering objects launched into outer space would, in particular, assist in their identification... ".

Secondly, States are also required to maintain a National Registry of all space objects launched by them into Earth orbit or beyond.

Thirdly, the Convention sets down a procedure to identify objects that caused damage to a State Party or its nationals or juridical persons or which may be of a hazardous or deleterious nature.

Within this general framework, it is necessary to make a further reflection on the concept of *jurisdiction and control* that the State of Registry has to maintain over its space objects when on outer space or beyond. In practice jurisdiction is not a single concept. A State's jurisdiction may take various forms and the extent of the State jurisdiction may differ in each contexts.

Under international law, a State's title to exercise jurisdiction rests primarily in its sovereignty. When the exercise of jurisdiction impinge upon the interests of other States, the overlapping claims to jurisdiction have to be coordinated. Generally speaking, however, there is some tendency now towards a broad principle according to which the right to exercise jurisdiction depends on there being between the subject matter and the State exercising authority a sufficiently *close connection* to justify that State in regulating the matter.

Let us think about jurisdiction at sea or in the air. Although the high seas are not part of the territory of any State and are thus not within the scope of its jurisdiction, States do have certain rights of jurisdiction over persons and things on the high sea. The legal order on the high seas is based primarily on the rule of international law that requires every vessel sailing the high seas to possess the nationality of, and to fly the flag of, one State; by this means a vessel, and persons and things aboard, are subjected to the law of the State of the flag, and in general subject to its exclusive jurisdiction. It is for each State to fix the conditions for the grant of nationality and of registration within its territory, and for the right of vessels to fly its flag. It must exist a genuine link between the State and the ship.

Somehow different considerations apply in respect of air space. Although that part of the airspace which is above the high seas is, like the high seas, not within the territorial jurisdiction of any State, that part which is above a State's territory falls within its territorial jurisdiction. Accordingly in a long distance flight, an aircraft, with its crew and passengers, may pass through the territorial jurisdiction of several States as well as being for a time outside the territorial jurisdiction of any State.

The State in which the aircraft is registered and the nationality of which the aircraft is for most purposes regarded as having, will also have a claim to jurisdiction. Under the Chicago Convention of 1944 and agreements (mainly the International Air Transport Agreement) the enjoyment of privileges secured by them is not to aircraft in general, but to aircraft of contracting States. Aircraft, as ships, have a nationality, with its connotations of rights of jurisdiction and protection. Article 17 of the Chicago

Convention establishes that aircrafts have the nationality of the State in which they are registered and the conditions for registration are a matter for the municipal law of the State concerned. Further an aircraft cannot be validly registered in more than one State. Every aircraft engaged in international aviation is required to bear its appropriate nationality and registration markings.

The Registration Convention shows that there are clear differences between the registration of space objects and the registration of ships and aircrafts, due to the fact that the registration of space objects does not confer the *nationality* of the registering State. However, the registration of a space object implies that the registered object is carrying out an activity which can be identified as a *national activity* of the registering State in outer space within the meaning of Article VI of the OST.

Coming back to the duty to register established by the Convention, the fact that the definition of “Launching State” is the same as the one used in the Liability Convention creates a comparable choice in case two or more States are involved in the launch and the definition makes them all 'launching States'. This is why under the Registration Convention the two or more launching States “shall jointly determine which one of them shall register the object“ in its national registry. The State so chosen thus becomes the 'State of registry”, which has to provide the UN Register with the required information and is supposed to retain jurisdiction and control over the registered space object.

The sharing of the same definition of 'launching State' by the two Conventions raises also the question of the effect of a change in ownership of the space object, such as a satellite, which has been launched and registered, on the application of the respective Convention. In this respect, it has been observed that there is an element of unfairness in the rule that the launching State is held liable for damage caused by its space object even years after that State has transferred ownership of – and thus jurisdiction and actual control over - the satellite to a third party.

The Convention requires the State of registry to furnish information concerning its space object “as soon as practicable”. In other words, it is left to the State of registry to determine how soon after the launch the information will be provided to the UN Secretariat. Although the practice of States is highly variable, the information which the State of registry has to provide to the UN is listed in Article 4 of the Convention: name of the launching State(s); designator or registration number of the space object; date and territory or location of the launch; basic orbital parameters and general function of the space object. This seems to be the minimal information to assist in the identification of the launching State with respect to the space object concerned.

Missing from the Registration Convention is the obligation found for other modes of transport, such as aircrafts or ships, i.e. a registration mark on the body of the vehicle. However, if a State decides to put a mark on the object, the UN Register should be informed accordingly.

In practice, a more important aspect affects the completeness and reliability of the registration system of the Convention, i.e. the fact that States feel free not to register satellites with highly sensitive national security tasks/functions. Although the Convention makes no distinction based on -- civil or military – purposes, Article 2, para. 3 provides that “[t]he contents of each registry and the conditions under which it is maintained shall be determined by the State of registry concerned”. This latter provision could possibly be used to leave certain space objects out of the national registry.

Another aspect is that the Registration Convention was not meant to *prevent* accidents. That does not mean that it should not or cannot be used for that purpose. However, the preamble leaves sufficient room for focusing on the need to provide data in sufficient detail and at a sufficient early stage to prevent collisions and interference between satellites or to avoid a damaging re-entry of a space object on the surface of the Earth. In this respect, States should carefully consider the

opportunity to provide the Secretary General of the UN and the potentially affected States additional information concerning space objects carried on their respective registries which are no longer in Earth orbit and to develop best practices for the application of Article IV, paragraphs 2 and 3, of the Registration Convention.

From 2004, under a three-year-work plan, the LSC is considering the practice of States and international organizations in registering space objects, that seems to show the existence of relevant *lacunae* in the Convention, mainly due to the commercial uses of outer space as well as to the privatisation of space activities. Moreover, the assessment of current international practice reveals some disparities regarding information concerning the territory of launch, the basic orbital parameters and the general function of a spacecraft; it shows also that there are still several unregistered space objects or registered by more than one State. The debate is now open on how to fill these gaps and to obtain a more uniform application of the Registration Convention.

In conclusion, both the Liability and the Registration Conventions are of fundamental importance for space law. They are the cradle where the basic principles and concepts of space law have been enshrined. They still serve as the main tools for ensuring the best development of space activities in the interest of the international community as a whole.