III. TRAINING IN CONNEXION WITH NASA CO-OPERATIVE PROJECTS WITH OTHER COUNTRIES

Training is an integral part of virtually every NASA co-operative project. The extent of training in any given programme depends on the needs of the co-operating nation, its responsibilities in the joint project, and the scientific and technical character of the project itself.

Thus, in one of its co-operative satellite projects, NASA provides training in satellite engineering, in techniques for conducting the launch of the satellite into orbit, in procedures for tracking and acquisition of data from the satellite, and in reduction and analysis of the data.

In co-operative sounding rocket projects, training may be provided in the fabrication of the scientific payloads, in the procedures for launching rockets, in tracking and data acquisition, and in data reduction.

This training is carried out at NASA centres, such as the sounding rocket range at Wallops Island, Virginia, or the Goddard Space Flight Center, near Washington, where foreign scientists and engineers work side by side with their NASA counterparts in the actual operations connected with the joint projects. NASA assumes the cost of the training, while the co-operating national space organizations provide for the costs of travel to and from the United States and for the salaries and subsistence of their personnel during the training period.

Thus far, 136 scientists, engineers and technicians from 10 countries and the European Space Research Organization have received NASA training in connexion with agreed co-operative programmes.

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COMMITTEE ON THE PEACEFUL USES OF OUTER SPACE

REPORT OF THE LEGAL SUB-COMMITTEE ON THE WORK OF THE SECOND PART OF ITS THIRD SESSION (5-23 OCTOBER 1964) TO THE COMMITTEE ON THE PEACEFUL USES OF OUTER SPACE

1. The Legal Sub-Committee opened the second part of its third session at the United Nations Headquarters on 5 October 1964 under the Chairmanship of Mr. Manfred Lachs (Poland).

2. In his opening statement the Chairman reviewed the work accomplished at the first part of the third session of the Sub-Committee. He also referred to General Assembly resolution 1963 (XVIII) of 13 December 1963 which embodied the Sub-Committee's terms of reference.

3. The Sub-Committee decided to re-establish its two Working Groups consisting of the whole membership of the Sub-Committee: one dealing with assistance to and return of personnel and spacecraft and the other dealing with liability for damage caused by objects launched into outer space. At a later stage an informal working party dealing with assistance and return was established.

4. At the first two meetings held by the Sub-Committee on 5 and 6 October, preliminary views were expressed by representatives on the two subjects. These views are summarized in documents A/AC.105/C.2/SR.38 and 39. The draft proposals on the two subjects and amendments thereto are referred to in Sections I and II below. A summary of views expressed in the two Working Groups is contained in Annex IV of the present report.

5. The Sub-Committee concluded its work on 23 October by adopting the present report. A list of the representatives of States members of the Sub-Committee attending the session of the observers for specialized agencies and of the Secretariat of the Sub-Committee is appended to the present report as Annex V.

I. Assistance to and return of astronauts and space vehicles

6. The Sub-Committee had before it three proposals on assistance to and return of astronauts and space vehicles: a revised draft agreement on the rescue of astronauts and spaceships in the event of accident or emergency landing, submitted by the USSR (A/AC.105/C.2/L.2/Rev.2), a draft international agreement on assistance to and return of astronauts and objects launched into outer space, submitted by the United States (A/AC.105/C.2/L.9) and a proposal (WG.I/17/Rev.1) submitted by Australia and Canada. The three texts were referred to Working Group I, which discussed them at a series of meetings held between 6 and 21 October. At the request of the Chairman, a comparative table (A/AC.105/C.2/W.1/Rev.1) of provisions contained in the three proposals was prepared by the Secretariat to facilitate the Working Group's discussion of the texts before it.

7. In the course of the Working Group's discussions of these texts the following amendments were submitted: amendments to articles 2 and 6 of the USSR draft, to articles 1 and 3 of the United States draft and to articles 2 and 6 of the Australian and Canadian draft were submitted by Argentina (WG.I/24/Rev.1); amendments to article 1 of the USSR draft were submitted by Lebanon (WG.I/26); an amendment to article 4 of the Australian and Canadian draft was proposed by the United States (WG.1/27); amendments to article 3 of the USSR draft and to article 3 of the Australian and Canadian draft were submitted by Austria and the United Kingdom (WG.I/29); an addition of a new article to the USSR draft was submitted by the USSR (WG.I/31). France revised one of the amendments made during the first part of the present session of the Sub-Committee (WG.I/21 and 22),[1] maintained them and indicated that they were amendments to article 5 of the USSR draft, article 3 of the United States draft, article 5 of the Australian and Canadian draft and to article 6 of the USSR draft, article 3 of the United States draft, article 6 of the Australian and Canadian proposal respectively (WG.I/21/Rev.1 and 28). The United Kingdom maintained its amendment submitted at the first part of the present session of the Sub-Committee (WG.1/13)[2] with the substitution of the word "any" for the word "either". The USSR maintained its amendment submitted during the first part of the session (WG.1/12).[3]

1/ See A/AC.105/19, Annex I, p. 24.

2/ See A/AC.105/19, Annex I, p. 22-23.

3/ See A/AC.105/19, Annex I, p. 22.

8. In the light of discussion in the Working Group, on 20 October a revised text of their proposal (WG.I/30) was submitted by Australia and Canada. Amendment to Article 6 of the revised Australian and Canadian draft was submitted by Japan (WG.1/32). The comparative table was revised by the Secretariat to include the new Australian and Canadian draft (A/AC.105/C.2/W.1/Rev.2).

9. The text of the draft agreement by the USSR and of the proposal by Australia and Canada which were revised and submitted at the second part of the third session, as well as the texts of the amendments received during the current meeting of the Sub-Committee are reproduced in Annex I.

10. The draft agreements and amendments were also discussed in the working party and preliminary agreement was reached on the preamble, articles 2, 3, 6 (1), (3), (4) and (5), with the exception of the place where article 3 (2) will appear in the Convention. The text of the preamble and the respective articles are reproduced in Annex III. The Sub-Committee took note of the agreed texts and recommends that work on the remaining part of the Convention and the text as a whole be continued at the next session of the Sub-Committee.

II. Liability for damage caused by objects launched into outer space

11. The Sub-Committee had before it three drafts concerning liability for damage caused by the launching of objects into outer space: a draft Convention proposed by the delegation of Belgium (A/AC.105/C.2/L.7/Rev.1),[4] a draft Convention proposed by the delegation of the United States (A/AC.105/C.2/L.8/Rev.1)[5] and a draft Agreement proposed by the delegation of Hungary (A/AC.105/C.2/L.10). The three texts were referred by the Sub-Committee to its Working Group II which discussed at a series of meetings held between 7 and 20 October. At the request of the Chairman, a comparative table (A/AC.105/C.2/W.2/Rev.1) of the provisions contained in the three proposals was prepared by the Secretariat.

4/ A revision of a Working Paper on the unification of certain rules governing liability for damage caused by space vehicles, A/AC.105/C.2/L.7, submitted by the delegation of Belgium to the Sub-Committee at its second session.

5/ A revision of the draft Convention A/AC.105/C.2/L.8 submitted by the delegation of the United States to the Sub-Committee at the first part of the third session.

12. In the course of the Working Group's discussions of the texts submitted by Belgium, the United States and Hungary, amendments were submitted. An additional article to the Hungarian draft was submitted by the USSR proposing the inclusion of provisions to the effect that claims for compensation should not constitute grounds for the sequestration or the application of enforcement measures to a spaceship of a foreign State (WG.II/18). An amendment to article X of the Hungarian draft was also submitted by Bulgaria (WG.II/28). Amendments to article I (a) and (c) of the United States draft were submitted by Italy (WG.II/19). An amendment to article I (c) of the United States draft was submitted by the United States (WG.II/25). Amendments to article II, paragraph 1, of the United States draft were submitted by the United States (WG.II/23 and WG.II/24). An amendment to article II, paragraph 3, and an additional paragraph (paragraph 4) to article II of the United States draft were submitted by the United States (WG.II/23). An amendment to article III, paragraphs 2 and 4, of the United States draft was submitted by the United States (WG.II/24). An amendment to article V of the United States draft was proposed by Italy (WG.II/21). An amendment to article X of the United States draft was proposed by the United Kingdom (WG.II/26).

13. A proposal which was not an amendment of any particular one of the three texts was also made by India and concerned the definitions of "Damage" and "Space Object" (WG.II/20).

14. Two proposals which had been made at Geneva in March without reference to any particular one of the three texts were maintained at this session of the Working Group: the delegation of Japan maintained its proposal concerning the use of precautionary measures (WG.II/4);[6/] and the delegation of Italy maintained its proposal on the nature of liability (WG.II/9).[7/] A proposal for the inclusion in the United States draft Convention (A/AC.105/C.2/L.8) of certain articles concerning the subject of international organizations which had been made by the delegation of Australia at Geneva (WG.II/6)[8/] was maintained by Australia with respect to the revised text of the United States draft (A/AC.105/C.2/L.8/Rev.1)

6/ See: A/AC.105/19, p. 21.
7/ Ibid., p. 14.
8/ Ibid., p. 14.

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subject to such changes as were necessary for the inclusion of the articles suggested in the new revised United States draft. Two proposals made at Geneva by the delegation of the United Kingdom for amendment of the United States draft Convention (A/AC.105/C.2/L.8) concerning the matter of the currency in which compensation was to be paid (WG.II/14)[9/] and the matter of the pursuit of remedies in the Respondent State (WG.II/15)[10/] were maintained by the United Kingdom with respect to Article VIII and Article VI (2) of the revised United States draft (A/AC.105/C.2/L.8/Rev.1).

15. In light of discussion in the Working Group a revised text of its draft Convention (A/AC.105/C.2/L.7/Rev.2 and Corr.1 and 2) was submitted by the delegation of Belgium. Thereafter with a view to defining more precisely the concept of "joint liability" the delegation of Belgium proposed reformulations of certain provisions in articles 3 and 6 of its revised draft (WG.II/27).

16. A revised text of the United States draft Convention (A/AC.105/C.2/L.8/Rev.2), forming an amalgamation of its draft Convention (A/AC.105/C.2/L.8/Rev.1) and all of the United States amendments submitted during Part II of the third session of the Sub-Committee, was also submitted by the delegation of the United States. To article IV, paragraph 4, of this revised text an amendment was submitted by the delegation of Japan (WG.II/29).

17. The texts of the revised draft Convention submitted by Belgium, the revised draft Convention submitted by the United States and the draft Agreement submitted by Hungary, together with amendments and proposals received by the Working Group, are reproduced in Annex II.

18. The Working Group completed the first reading of the articles of the draft agreements and the Sub-Committee recommends that further work should be continued at its next session.

9/ Ibid., p. 29.
10/ Ibid., p. 29.

ANNEX I

Proposals and amendments relating to assistance to and return of astronauts and space vehicles

/...

USSR: revised draft
(A/AC.105/C.2/L.2/Rev.2)

AGREEMENT

on the rescue of astronauts and spaceships in the event of accident or emergency landing

The Governments of . . . . . .

Considering that all mankind is interested in the peaceful uses of outer space,

Desiring to promote the further development of international co-operation in the conquest of outer space,

Recognizing that it is the duty of all States to assist astronauts and spaceships in the event of accident or emergency landing,

Recalling General Assembly resolution 1962 (XVIII), entitled "Declaration of Legal Principles Governing the Activities of States in the Exploration and Use of Outer Space",

Prompted by sentiments of humanity and having regard for the needs of science,

Have decided to conclude an agreement as follows:

Article 1

General obligations

1. Each Contracting State shall, in accordance with the provisions of this Agreement, render all possible assistance to the crews of spaceships in the event of accident, distress or emergency landing; to this end it shall employ every means at its disposal, including electronic and optical equipment, means of communication, and rescue facilities of various kinds.

2. Each Contracting State shall foster international co-operation in the conduct of operations to find and salvage space objects launched in accordance with the Declaration of Legal Principles Governing the Activities of States in the Exploration and Use of Outer Space.

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Article 2

Notification of accident

Each Contracting State whose authorities in some way receive information or discover that the crew of a spaceship of another State have suffered accident or are experiencing conditions of distress or have made an emergency landing shall do their utmost to notify without delay the State which officially announced its launching of the said spaceship, and shall in addition immediately notify the Secretary-General of the United Nations.

Article 3

Assistance in the territory of a Contracting State

1. In the event that astronauts make an emergency landing, owing to accident or distress, in the territory of a Contracting State, that State shall immediately take all possible steps, within the limits of the means at its disposal, to rescue the astronauts and to render them the necessary assistance. It shall inform the State which officially announced its launching of the spaceship concerned, and also the Secretary-General of the United Nations, of the steps taken and of their result.

2. The assistance to be furnished when necessary by one Contracting State to astronauts of another State shall in no way differ from the assistance which could be furnished to its own astronauts.

3. If the Contracting State in whose territory the astronauts have landed is unable to carry out the necessary rescue operations unaided, it shall request the State which officially announced its launching of the spaceship concerned to co-operate with it with a view to the effective conduct of operations in its territory to find and rescue the crew of the spaceship.

Article 4

Assistance outside the territory of a Contracting State

If information is received or it is discovered that astronauts have alighted, owing to accident or distress, on the high seas or in any other place not under the sovereignty of any State, search and rescue operations shall be conducted by

such Contracting States as are in a position to carry out these operations. These operations shall be directed by the State which officially announced its launching of the spaceship concerned or by such other State as it may request to take charge thereof.

Article 5

Obligation to return the crew

Each Contracting State shall do its utmost **for the earliest possible return to their own country of the crew of a spaceship which was launched** in accordance with the Declaration of Legal Principles Governing the Activities of States in the Exploration and Use of Outer Space and which has met with an accident, been in distress or made an emergency landing in its territory or which it has rescued elsewhere.

Article 6

Return of space objects

1. Each Contracting State which receives information or discovers that an object launched into outer space or component parts thereof have returned to earth shall notify without delay the State which officially announced its launching of that space object and shall in addition notify the Secretary-General of the United Nations.

2. Each Contracting State shall, at the request of the State which officially announced the launching thereof, return to that State foreign spaceships, satellites and capsules launched in accordance with the Declaration of Legal Principles Governing the Activities of States in the Exploration and Use of Outer Space, together with the equipment they contain, or parts of any such objects, discovered in its territory or found by it elsewhere.

3. The State which officially announced its launching of the objects into outer space shall, before they are returned, furnish identifying particulars thereof at the request of the State which has discovered such objects in its territory or recovered them elsewhere.

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4. The expenses incurred by a State in fulfilling the obligations prescribed in paragraph 2 of this article shall be reimbursed by the State to which a space object is returned.

Final provisions

Article 7

This Agreement shall be open for signature by all States. Any State which does not sign this Agreement before its entry into force in accordance with article 9 may accede to it at any time.

Article 8

This Agreement shall be subject to ratification by the States which have signed it. Instruments of ratification and of accession shall be deposited with the Governments of the Union of Soviet Socialist Republics and the United States of America, which are hereby appointed the depositary Governments.

Article 9

This Agreement shall enter into force upon the deposit of the second instrument of ratification or of accession. For a State which has ratified this Agreement or acceded thereto, it shall enter into force upon the deposit of that State's instrument of ratification or of accession.

Article 10

The depositary Governments shall immediately notify all States which have signed and acceded to this Agreement of the date of each signature, the date of deposit of each instrument of ratification and of accession and the date of entry into force of this Agreement, and also of other notifications.

Article 11

This Agreement shall be registered by the depositary Governments in accordance with Article 102 of the Charter of the United Nations.

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Article 12

This Agreement, of which the texts in the Russian, Chinese, English, French and Spanish languages are equally authentic, shall be deposited in the archives of the depositary Governments. Duly certified copies of this Agreement shall be transmitted by the depositary Governments to the Governments of States which have signed the Agreement or acceded thereto.

FRANCE: revision of amendment WG.I/21
(WG.I/21/Rev.1)

The text of this amendment should read as follows:

"Each Contracting Party shall facilitate the departure from its territory of persons on board a spacecraft which has made an emergency landing."

This amendment is intended to replace article 5 of the proposal by Australia and Canada; article 3 of the proposal by the United States; and article 5 of the proposal by the USSR.

ARGENTINA: Revision of amendments WG.I/24
(WG.I/24/Rev.1)

In article 2 of the USSR proposal, article 1 of the United States proposal, and article 2 of the joint Australian and Canadian proposal, before the reference to notification of the Secretary-General, insert the words:

"or which is presumed to have launched the said spacecraft".

Add the following paragraphs at the end of article 6 of the USSR proposal, article 3 of the United States proposal, and article 6 of the joint Australian and Canadian proposal:

"When the fallen object or objects represent an actual hazard or potential hazard to the State in whose territory they were found, it shall be the duty of the launching State (or organization) to remove them;

"Any expenses caused to a State by a space object shall be repaid by the State (or organization) responsible before the said object is returned."

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LEBANON: Amendments to Article 1 of USSR draft
(A/AC.105/C.2/L.2/Rev.2)
(WG.I/26)

1. Delete in paragraph 1 the words beginning with "to this end" and ending with "various kinds".

2. Add in paragraph 1 after the words "or emergency landing" the following: "and shall facilitate their earliest possible return to their own country".

3. Reformulate paragraph 2 as follows:

"Each Contracting State shall, in accordance with the provisions of this agreement, co-operate in finding, salvaging and returning to the launching State, objects launched into outer space which fall outside the territory of that State."

UNITED STATES OF AMERICA: Proposed modification of Article 4, Australian-Canadian Draft Agreement on Assistance and Return (WG.I/17/Rev.1)
(WG.I/27)

Substitute for the present second sentence, the following sentence:

"These Contracting Parties shall co-operate with the State of registry or international organization responsible for the launching."

FRANCE: Assistance to and return of astronauts and space vehicles
(WG.I/28)

I. Amendment WG.I/21,[1] submitted by the French delegation in Geneva is maintained.

This amendment is intended to replace:

Article 5 of the proposal by Australia and Canada

Article 3 of the proposal by the United States

Article 5 of the proposal by the USSR.

1/ The text of amendment WG.I/21 reads as follows:

"A Contracting Party shall not oppose the departure from its territory of persons on board a spacecraft which has made an emergency landing and shall do its utmost to assist them in making travel arrangements.

"The present article shall not be construed as preventing juridical or administrative proceedings, or the enforcement of measures resulting from such proceedings, instituted by reason of the deeds or words of such persons after the completion of operations relating to the emergency landing."

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II. Amendment WG.I/22,[2] which the French delegation submitted in Geneva, is maintained.

This amendment is intended to be inserted in:

Article 6, paragraph 2 of the proposal by Australia and Canada

Article 3, paragraph 2 of the proposal by the United States

Article 6, paragraph 2 of the proposal by the USSR.

AUSTRIA AND THE UNITED KINGDOM: Amendments to Article 3 (3) of the USSR draft (A/AC.105/C.2/L.2/Rev.2) and Article 3 (2) of the Australian/Canadian draft (WG.I/17/Rev.1) (WG.I/29)

Delete the third paragraph of Article 3 of the USSR draft and the second paragraph of Article 3 of the Australian/Canadian draft and substitute the following:

"If a Contracting Party determines that it is unable to carry out unaided the necessary rescue operations in its territory, it shall promptly notify the /State of registry or international organization responsible for the launching/* which shall accord such assistance as the Contracting Party may require for the effective conduct of the rescue operations."

AUSTRALIA AND CANADA: proposal
(WG.I/30)

The Contracting Parties,

Recognizing that all mankind has a common interest in furthering the peaceful uses of outer space,

Desiring to promote the further development of international co-operation in the exploration and use of outer space,

Taking into consideration that by resolution 1962 (XVIII) of 13 December 1963, adopted unanimously by the Members of the United Nations and entitled "Declaration of Legal Principles Governing the Activities of States in the Exploration and Use

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2/ The text of amendment WG.I/22 reads as follows:

"In paragraph (2), after the words 'return to', insert the words 'or retain at the disposal of'."

* These words have been placed between square brackets as the expressions eventually used will be those decided upon for the Agreement as a whole.

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of Outer Space", the General Assembly of the United Nations solemnly declared that in the exploration and use of outer space States should be guided by the principles contained in that Declaration,

Recalling that the guiding principles so declared included the principles that "States shall regard astronauts as envoys of mankind in outer space, and shall render to them all possible assistance, in the event of accident, distress or emergency landing in the territory of a foreign State"; that "astronauts who make such a landing shall be safely and promptly returned to the State of registry of their space vehicles"; and that objects launched into outer space and their component parts, "found beyond the limits of the State of registry shall be returned to that State",

Prompted by sentiments of humanity and having regard for the needs of science,

Agree as follows:

(Definitions Article)

(a) "Launching State" (not yet ready)

(b) "Space object" means an object or any of its component parts which a Launching State has launched or attempted to launch into outer space.

Article 1

(1) Each Contracting Party shall, in accordance with the provisions of the present Agreement and using every appropriate means at its disposal, assist the personnel of spacecraft in the event of accident, distress or emergency landing and (promptly and safely return them)((facilitate) (expedite) (arrange for) their earliest possible return) to the Launching State.

(2) "With a view to ensuring the return to the Launching State of a space object discovered beyond the limits of the territory under the sovereignty, jurisdiction or control of that State, each Contracting Party shall, in co-operation where appropriate with other States, carry out the duties provided for in the present Agreement."

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Article 2

A Contracting Party which receives information or discovers that personnel of a spacecraft have suffered accident or are experiencing conditions of distress or have made an emergency landing:

(a) shall do its utmost immediately to ascertain and notify the Launching State;

(b) if it cannot readily ascertain the Launching State, shall forthwith notify the State it presumes to be the Launching State;

(c) shall immediately notify the Secretary-General of the United Nations.

Article 3

(1) If, as a result of accident, distress or emergency landing, personnel of a spacecraft are in territory under the sovereignty, jurisdiction or control of a Contracting Party, it shall promptly take all such steps as it finds practicable to locate, rescue and assist the personnel. It shall keep the Launching State, and the Secretary-General of the United Nations, informed of the steps so taken and of their result.

(2) If the Contracting Party considers that assistance from the Launching State would contribute substantially to the effectiveness of search and rescue operations, it shall request the Launching State to co-operate with it in such operations, under the direction and control of the Contracting Party.

Article 4

If information is received or it is discovered that personnel of a spacecraft have suffered accident, are in distress or have made an emergency landing, on the high seas or in any other place not under the sovereignty, jurisdiction or control of any State, and the Launching State is not in a position immediately to undertake effective search and rescue operations, such operations shall be conducted, in close and continuing co-operation with the Launching State, by those Contracting Parties which are in a position to do so.

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Article 5

A Contracting Party shall (promptly and safely return them) ((facilitate) (expedite) (arrange for) the earliest possible return) to the Launching State of the personnel of a spacecraft who as a result of accident, distress or emergency have landed in territory under the sovereignty, jurisdiction or control of that Contracting Party, or whom it has rescued elsewhere.

Article 6

(1) A Contracting Party which receives information or discovers that a space object has returned to Earth:

(a) shall do its utmost immediately to ascertain and notify the Launching State;

(b) if it cannot readily ascertain the Launching State, shall forthwith notify the State it presumes to be the Launching State;

(c) shall immediately notify the Secretary-General of the United Nations.

(2) A Contracting Party having sovereignty, jurisdiction or control over the territory on which a space object has been discovered shall upon the request of the Launching State take all such steps as it finds practicable to recover the object.

(3) A Contracting Party which has recovered a space object shall upon the request of the Launching State return the object to that State.

(4) Notwithstanding the provisions of paragraphs (2) and (3) of this Article, a Contracting Party which finds that a space object discovered in territory under its sovereignty, jurisdiction or control or recovered by it elsewhere is of a hazardous or deleterious nature may so notify the Launching State, which shall thereupon take prompt and effective steps, under the direction and control of the Contracting Party, to recover the object and to remove it from territory under the sovereignty, jurisdiction or control of the Contracting Party or otherwise to eliminate danger of harm.

(5) If in fulfilling its obligations under paragraphs (2) or (3) of this Article a Contracting Party considers that assistance from the Launching State would facilitate substantially the recovery or return of a space object, the

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Contracting Party shall request the Launching State to co-operate with it in recovery or return operations under the direction and control of the Contracting Party.

(6) A State which requests the return of a space object shall, if requested by the Contracting Party which has discovered the object in territory under its sovereignty, jurisdiction or control or has recovered it elsewhere, furnish to the Contracting Party identifying particulars of the object.

(7) The expenses incurred by the Contracting Party in fulfilling its obligations under the present Agreement in respect of the recovery or the return of a space object shall be reimbursed by the State to which the object is returned.

Article 7

(1) If an intergovernmental organization which conducts or is preparing to conduct activities in outer space deposits with the Secretary-General of the United Nations a declaration that it accepts and undertakes to comply with the provisions of the present Agreement, those provisions shall apply to that organization in like manner as they apply to a State, and references to a State, or to a Launching State, shall be read and constructed accordingly.

(2) Each Contracting Party to the present Agreement undertakes to use its best endeavours to ensure that any intergovernmental organization which conducts space activities, and of which it is a constituent member, is authorized to make, and will make, the declaration referred to in the preceding paragraph.

USSR: Addition to USSR draft (A/AC.105/C.2/L.2/Rev.2)
(WG.I/31)

Insert the following new article after article 6:

"The provisions of this Agreement shall also apply, where appropriate, to the crews of such spaceships, and to such space objects, as may be launched by international inter-governmental organizations. Practical questions connected with the rescue or return of the crews of spaceships, and with the salvage or return of space objects, launched by international organizations shall be settled by the Contracting States, at their discretion, either with the international organization concerned or with one or more of its member States which are parties to this Agreement."

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JAPAN: Amendment to Article 6 of revised Australian/Canadian Draft (WG.I/30)
(WG.I/32)

Article 6

1. Provided that the Launching State has promptly registered the launching of a space object with the Secretary-General of the United Nations,

(a) A Contracting Party which receives information or discovers that such space object has returned to Earth:

(i) shall do its utmost immediately to ascertain and notify the Launching State;

(ii) if it cannot readily ascertain the Launching State, shall forthwith notify the State it presumes to be the Launchirg State;

(iii) shall immediately notify the Secretary-General of the United Nations;

(b) The Contracting Party having sovereignty, jurisdiction or control over the territory on which such space object had been discovered shall upon the request of the launching State take all such steps as it finds practicable to recover the object;

(c) The Contracting Party which has recovered such space object shall upon the request of the Launching State return the object to that State.

2. If in fulfilling its obligations under paragraph (1) of this Article, a Contracting Party considers that assistance from the Launching State would facilitate substantially the recovery or return of a space object, the Contracting Party shall request the Launching State to co-operate with it in recovery or return operations under the direction and control of the Contracting Party.

3. A State which requests the return of a space object shall, if requested by the Contracting Party which has discovered the object in territory under its sovereignty, jurisdiction or control, or has recovered it elsewhere, furnish to the Contracting Party identifying particulars of the object.

4. Notwithstanding the provisions of paragraph (1) of this Article, a Contracting Party which finds that a space object discovered in territory under its sovereignty, jurisdiction or control or recovered by it elsewhere is of a hazardous or deleterious nature may so notify the Launching State, which shall thereupon take

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prompt and effective steps, under the direction and control of the Contracting Party, to recover the object and to remove it from territory under the sovereignty, jurisdiction or control of the Contracting Party, or otherwise to eliminate danger of harm.

(New Article on reimbursement)

The expense incurred by a Contracting Party in fulfilling its obligations under the present Agreement in respect of the recovery or the return of a space object or of the rescue or the return of the personnel of a space object shall be reimbursed by the State to which the object or the personnel is returned.

ANNEX II

Proposals and amendments relating to liability for damage caused by objects launched into outer space

HUNGARY: Proposed draft agreement
(A/AC.105/C.2/L.10)

AGREEMENT

concerning liability for damage caused by the launching of objects into outer space

The Contracting States,

Recognizing the common interest of mankind in furthering the peaceful exploration and use of outer space,

Recalling the Declaration of Legal Principles Governing the Activities of States in the Exploration and Use of Outer Space, adopted by the General Assembly on 13 December 1963 as resolution 1962 (XVIII),

Considering that the States and international organizations involved in the launching of objects into outer space should be internationally liable for damage caused by these objects,

Recognizing the need for establishing international rules and procedures concerning such liability to ensure protection against damage caused by objects launched into outer space,

Believing that the establishment of such rules and procedures would facilitate the taking of the greatest possible precautionary measures by States and international organizations involved in the launching of objects into outer space to protect against damage inflicted by objects launched into outer space,

Have decided to conclude the present Agreement:

Article 1

1. The provisions of this Agreement shall apply to compensation for loss of life, personal injury and damage to property (hereinafter called "damage"):

(a) caused by an object launched into outer space, or

(b) caused in outer space, in the atmosphere or on the ground by any manned or unmanned space vehicle or any object after being launched, or conveyed into outer space in any other way.

2. Liability is also incurred even if, for any reason, the space vehicle or other object has not reached outer space.

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3. For the purposes of this Agreement "Space Object" means space ships, satellites, orbital laboratories, containers and any other devices designed for movement in outer space and sustained there otherwise than by the reaction of air, as well as the means of launching of such objects.

Article II

1. Liability of the State shall not exceed ...

2. A claim for damage may be advanced on the ground of loss of profits and moral damage whenever compensation for such damage is provided for by the law of the State liable for such damage.

Article III

Whenever damage is done to a space vehicle or object or its crew in outer space, the launching State will have no claim except in cases provided for in articles IV and V below.

Article IV

The State shall assume full liability for damage caused directly or indirectly on the ground, in the atmosphere or in outer space, if the State is exercising an unlawful activity in outer space or the space vehicle or object has been launched for unlawful purposes.

Article V

If the damaged State produces evidence that damage has been caused in outer space because of the fault of another State, the latter shall be liable for this damage.

Article VI

If the damage has occurred on the ground or in the atmosphere, exemption from liability may be granted only in so far as the State liable produces evidence that the damage has resulted from the natural disaster or from a wilful act or from gross negligence of the State suffering the damage.

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Article VII

1. Liability for damage shall rest with the State or international organization which has launched or attempted to launch the space vehicle or object, or in the case of a common undertaking, with all the States participating in the undertaking, or with the State from whose territory or from whose facilities the launching was made, or with the State which owns or possesses the space vehicle or object causing the damage.

2. In case of joint launching or joint possession or ownership or co-operation, liability may be laid upon more than one State or international organization; their liability towards the damaged State shall be joint.

Article VIII

If liability for damage rests with an international organization, the financial obligations towards States suffering damage shall be met by the international organization and by its member States.

Article IX

1. A claim for damage may be made by a State in whose territory damage has occurred or in respect of damage suffered by its citizens or legal entities whether in the territory of that State or abroad.

2. No claim shall be presented by virtue of this Agreement by any State not covered by the provisions of paragraph 1 of this article.

3. The provisions of this Agreement shall not apply to damage caused on the territory of the State liable or in respect of damage suffered by its citizens or legal entities whether in the territory of that State or abroad.

Article X

A claim must be presented within one year of the date of occurrence of the damage.

Article XI

The claim shall be presented through diplomatic channels. The damaged State may request a third State to represent its interests in the event it has no diplomatic relations with the State liable.

Article XII

1. In case the State liable does not satisfy the claim of the damaged State, the claim for compensation shall be presented to a committee of arbitration set up by the two States or a basis of parity. This committee will determine its own procedure.

2. Should the committee mentioned in paragraph 1 not arrive at a decision, the States may agree upon an international arbitration procedure or any other method of settlement acceptable to both States.

Article XIII

This Agreement shall be open for signature to all States. It shall be subject to ratification. Instruments of ratification shall be deposited with the Secretary-General of the United Nations.

Article XIV

After the Agreement enters into force it shall be open for accession to all States. Instruments of accession shall be deposited with the Secretary-General of the United Nations.

Article XV

1. This Agreement shall enter into force thirty days after the date of deposit with the Secretary-General of the United Nations of the twenty-second instrument of ratification or accession.

2. With respect to each State which ratifies the Agreement or accedes thereto after the deposit of the twenty-second instrument of ratification or accession, the Agreement shall enter into force thirty days after the date of deposit by that State of its instrument of ratification or accession.

Article XVI

Any Contracting State may denounce this Agreement by notification to the Secretary-General of the United Nations. The denunciation shall take effect one year after the date on which the notification has been received by the Secretary-General of the United Nations.

Article XVII

The Secretary-General of the United Nations shall notify all States concerning:

(a) the signature of this Agreement and the deposit of instruments of ratification or accession in accordance with articles XIV and XV;

(b) the date of entry into force of this Agreement in accordance with article XV;

(c) denunciations received in accordance with article XVI.

Article XVIII

The original of this Agreement, of which the texts in Chinese, English, French, Russian and Spanish languages are equally authentic, shall be deposited with the Secretary-General of the United Nations, who shall transmit certified copies thereof to all States.

UNITED STATES: Proposal
(A/AC.105/C.2/L.8/Rev.1)

Convention concerning liability for damage caused by the launching of objects into outer space

The Contracting Parties,

Recognizing that activities in the peaceful exploration and use of outer space may on occasion result in damage,

Recalling General Assembly resolution 1962 (XVIII), entitled "Declaration of Legal Principles Governing Activities of States in the Exploration and Use of Outer Space",

Seeking to establish a uniform rule of liability and a simple and expeditious procedure governing financial compensation for damage,

Believing that the establishment of such a procedure will contribute to the growth of friendly relations and co-operation among nations,

Agree as follows:

/...

Article I

For the purposes of this Convention

a. "Damage" means loss of life, personal injury, or destruction or loss of, or damage to, property.

b. The term "launching" shall include attempted launchings.

c. "Launching State" means a Contracting Party, or international organization which has transmitted a notification to the Secretary-General under article III, paragraph 1, of this Convention, which launches or procures the launching of an object into outer space or whose territory or facility is used in such launching.

d. "Presenting State" means a State which is a Contracting Party, or international organization which has transmitted a notification to the Secretary-General under article III, paragraph 1, of this Convention, which presents a claim for compensation to a Respondent State.

e. "Respondent State" means a launching State, or international organization which has transmitted a notification to the Secretary-General under article III, paragraph 1, of this Convention, from which compensation is sought by a Presenting State.

Article II

1. The launching State shall be absolutely liable and undertakes to pay compensation to the Presenting State, in accordance with the provisions of this Convention, for damage on the earth, in air space, or in outer space, which is caused by the launching of an object into outer space.

2. If the damage suffered results either wholly or partially from wilful or reckless act or omission on the part of the Presenting State, or natural or juridical persons it represents, the liability of the launching State to pay compensation under section 1 of this article shall, to that extent, be wholly or partially extinguished.

3. If more than one State shall be liable to pay compensation for damage in relation to any one incident under this Convention, each such State shall be liable to pay the full amount of such compensation, provided that in no event shall

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the aggregate of the compensation paid exceed an amount equal to the damage actually suffered by the Presenting State or the amount specified in article IX, whichever is less.

Article III

1. If an international organization which conducts space activities transmits to the Secretary-General of the United Nations a declaration that it accepts and undertakes to comply with the provisions of the present Convention, all the provisions, except articles X, XIII, XIV, and XV, shall apply to the organization as they apply to a State which is a Contracting Party.

2. The declaration referred to in section 1 of this article shall contain a statement as to the portion of liability for payment of compensation which each constituent member of the international organization shall bear, in the event that the organization itself fails to pay within one year of the date on which the amount of such compensation is agreed upon or otherwise established.

3. The Contracting Parties to the present Convention undertake to use their best endeavours to ensure that any international organization which conducts space activities and of which they are constituent members is authorized to make and will make the declaration referred to in section 1 of this article.

4. If an international organization is determined to be liable, whether by agreement of the parties or by a commission established pursuant to article VII, and such organization fails to meet its obligations under this Convention within one year of the above determination, each member of the organization which is a Contracting Party shall, for an additional year, be liable for compensation due, subject to article II, paragraph 3.

Article IV

1. A Contracting Party which suffers damage as a result of the launching of an object intc outer space, or whose natural or juridical persons suffer such damage, may present a claim for compensation to a Respondent State.

2. A Contracting Party may also present to a Respondent State a claim of of any natural person, other than a person having the nationality of the Respondent

State, permanently residing in its territory. However, a claim of any individual claimant may be presented by only one Contracting Party.

3. A claim shall be presented through the diplomatic channel. A Contracting Party may request another State to present its claim and otherwise represent its interest in the event that it does not maintain diplomatic relations with the Respondent State.

4. A claim must be presented within one year of the date on which the accident occurred or, if the Presenting State could not reasonably be expected to have known of the facts giving rise to the claim, within one year of the date on which these facts became known.

Article V

A State shall not be liable under this Convention for damage suffered by its own nationals.

Article VI

1. The presentation of a claim shall not require exhaustion of any remedies in the Respondent State which might otherwise exist.

2. If, however, the Presenting State, or any natural or juridical person whom it might represent, elects to pursue a claim in the administrative agencies or courts of the Respondent State or pursue other international remedies, it shall not be entitled to pursue a claim under this Convention.

Article VII

1. If a claim is not settled within one year from the date documentation is completed, the Presenting State may request the establishment of a commission to decide the claim. In such event, the Respondent State and the Presenting State shall each promptly appoint one person to serve on the commission, and a third person, who shall act as chairman, shall be appointed by the President of the International Court of Justice. If the Respondent State fails to appoint its member within three months, the individual appointed by the President of the International Court of Justice shall constitute the sole member of the commission.

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2. No increase in the membership of the commission shall take place where there is more than one Presenting State or Respondent State joined in any one proceeding before the commission. The Presenting States so joined may collectively appoint one person to serve on the commission in the same manner and subject to the same conditions as would be the case for a single Presenting State. Similarly, where two or more Respondent States are so joined, they may collectively appoint one person to serve on the commission in the same way.

3. The commission shall determine its own procedure.

4. The commission shall conduct its business and arrive at its decision by majority vote.

5. The decision of the commission shall be rendered expeditiously and shall be binding upon the parties.

6. The expenses incurred in connexion with any proceeding before the commission shall be divided equally between the parties in the proceeding.

Article VIII

Payment of compensation shall be made in a currency convertible readily and without loss of value into the currency of or used by the Presenting State.

Article IX

The liability of the launching State shall not exceed $_____ with respect to each launching.

Article X

Any dispute arising from the interpretation or application of this Convention, which is not previously settled by other peaceful means of their own choice, may be referred by any Contracting Party thereto to the International Court of Justice for decision.

Article XI

1. A Contracting Party may propose amendments to this Convention. An amendment shall come into force for each Contracting Party accepting the amendment

on acceptance by a majority of the Contracting Parties, and thereafter for each remaining Contracting Party on acceptance by it.

2. After this Convention has been in force five years a revision conference may be called upon the request of a majority of Contracting Parties.

Article XII

A Contracting Party may give notice of withdrawal from this Convention five years after its entry into force by written notification to the Secretary-General of the United Nations. Such withdrawal shall take effect one year from the date of receipt of the notification by the Secretary-General. Such withdrawal shall not relieve a State of any obligation or liability arising before withdrawal.

Article XIII

This Convention shall be open for signature by States Members of the United Nations or of any of the specialized agencies or Parties to the Statute of the International Court of Justice, and by any other State invited by the General Assembly of the United Nations to become a party. Any such State which does not sign this Convention may accede to it at any time.

Article XIV

This Convention shall be subject to ratification or approval by signatory States. Instruments of ratification or approval and instruments of accession shall be deposited with the Secretary-General of the United Nations.

Article XV

This Convention shall enter into force thirty days following the deposit of the fifth instrument of ratification, approval or accession. It shall enter into force as to a State ratifying, approving, or acceding thereafter upon deposit of its instrument of ratification, approval, or accession.

/...

Article XVI

The Secretary-General of the United Nations shall inform all States referred to in article XIII of signatures, deposits of instruments of ratification, approval, or accession, declarations of acceptance by international organizations, the entry into force of this Convention, proposals for amendments, notifications of acceptances of amendments, requests for the convening of a revision conference, and notices of withdrawal.

Article XVII

This Convention, of which the Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations who shall send certified copies to each of the States mentioned in article XIII.

UNITED STATES: Revised proposal
(A/AC.105/C.2/L.8/Rev.2)

/The following is an amalgamation of the United States Proposal of 5 October 1964 and all of the United States amendments submitted during Part II of the third session of the Legal Sub-Committee./

CONVENTION CONCERNING LIABILITY FOR DAMAGE CAUSED BY THE LAUNCHING OF OBJECTS INTO OUTER SPACE

The Contracting Parties,

Recognizing that activities in the peaceful exploration and use of outer space may on occasion result in damage,

Recalling General Assembly resolution 1962 (XVIII), entitled "Declaration of Legal Principles Governing Activities of States in the Exploration and Use of Outer Space",

Seeking to establish a uniform rule of liability and a simple and expeditious procedure governing financial compensation for damage,

Believing that the establishment of such a procedure will contribute to the growth of friendly relations and co-operation among nations,

Agree as follows:

/...

Article I

For the purposes of this Convention

(a) "Damage" means loss of life, personal injury, or destruction or loss of, or damage to, property.

(b) The term "launching" shall include attempted launchings.

(c) "Launching State" means a Contracting Party, or international organization which has transmitted a notification to the Secretary-General under Article III, Paragraph 1, of this Convention, which launches or procures the launching of an object into outer space or whose territory or facility is used in such launching, or which exercises control over the orbit or trajectory of an object.

(d) "Presenting State" means a State which is a Contracting Party, or international organization which has transmitted a notification to the Secretary-General under article III, paragraph 1, of this Convention, which presents a claim for compensation to a Respondent State.

(e) "Respondent State" means a launching State, or international organization which has transmitted a notification to the Secretary-General under article III, paragraph 1, of this Convention, from which compensation is sought by a Presenting State.

Article II

1. The launching State shall be absolutely liable and undertakes to pay compensation to the Presenting State, in accordance with the provisions of this Convention, for damage on the earth, in air space, or in outer space, which is caused by the launching of an object into outer space, regardless of whether such damage occurs during launching, after the object has gone into orbit, or during the process of re-entry, including damage caused by apparatus or equipment used in such launching.

2. If the damage suffered results either wholly or partially from wilful or reckless act or omission on the part of the Presenting State, or natural or juridical persons it represents, the liability of the launching State to pay compensation under section 1 of this article shall, to that extent, be wholly or partially extinguished.

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3. If more than one State shall be liable to pay compensation for damage in relation to any one incident under this Convention, each such State shall be liable to pay the full amount of such compensation, provided that in no event shall the aggregate of the compensation paid exceed the amount which would be payable under this Convention if only one Respondent State were liable.

4. The compensation which a State shall be liable to pay for damage under this Convention shall be determined in accordance with applicable principles of international law, justice, and equity.

Article III

1. If an international organization which conducts space activities transmits to the Secretary-General of the United Nations a declaration that it accepts and undertakes to comply with the provisions of the present Convention, all the provisions, except Articles X, XIII, XIV and XV, shall apply to the organization as they apply to a State which is a Contracting Party.

2. The declaration referred to in paragraph 1 of this Article shall contain a statement as to the manner in which any liability incurred by the international organization shall be borne by constituent members once the amount of compensation has been agreed upon or established pursuant to Article VII.

3. The Contracting Parties to the present Convention undertake to use their best endeavours to ensure that any international organization which conducts space activities and of which they are constituent members is authorized to make and will make the declaration referred to in section 1 of this Article.

4. In the event that an international organization fails to pay within one year of the date on which compensation has been agreed upon or established pursuant to Article VII, each member of the organization which is a Contracting Party shall, upon service of notice of such default by the Presenting State within three months of such default, be liable for such compensation in the manner and to the extent set forth in Article II, paragraph 3.

Article IV

1. A Contracting Party which suffers damage as a result of the launching of an object into outer space, or whose natural or juridical persons suffer such damage, may present a claim for compensation to a Respondent Stat-

2. A Contracting Party may also present to a Respondent State a claim of any natural person, other than a person having the nationality of the Respondent State, permanently residing in its territory. However, a claim of any individual claimant may be presented by only one Contracting Party.

3. A claim shall be presented through the diplomatic channel. A Contracting Party may request another State to present its claim and otherwise represent its interest in the event that it does not maintain diplomatic relations with the Respondent State.

4. A claim must be presented within one year of the date on which the accident occurred or, if the Presenting State could not reasonably be expected to have known of the facts giving rise to the claim, within one year of the date on which these facts became known.

Article V

A State shall not be liable under this Convention for damage suffered by its own nationals.

Article VI

1. The presentation of a claim shall not require exhaustion of any remedies in the Respondent State which might otherwise exist.

2. If, however, the Presenting State, or any natural or juridical person whom it might represent, elects to pursue a claim in the administrative agencies or courts of the Respondent State or pursue other international remedies, it shall not be entitled to pursue a claim under this Convention.

Article VII

1. If a claim is not settled within one year from the date documentation is completed, the Presenting State may request the establishment of a commission to decide the claim. In such event, the Respondent State and the Presenting State shall each promptly appoint one person to serve on the commission, and a third person, who shall act as chairman, shall be appointed by the President of the International Court of Justice. If the Respondent State fails to appoint its member within three months, the individual appointed by the President of the International Court of Justice shall constitute the sole member of the commission.

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2. No increase in the membership of the commission shall take place where there is more than one Presenting State or Respondent State joined in any one proceeding before the commission. The Presenting States so joined may collectively appoint one person to serve on the commission in the same manner and subject to the same conditions as would be the case for a single Presenting State. Similarly, where two or more Respondent States are so joined, they may collectively appoint one person to serve on the commission in the same way.

3. The commission shall determine its own procedure.

4. The commission shall conduct its business and arrive at its decision by majority vote.

5. The decision of the commission shall be rendered expeditiously and shall be binding upon the parties.

6. The expenses incurred in connexion with any proceeding before the commission shall be divided equally between the parties in the proceeding.

Article VIII

Payment of compensation shall be made in a currency convertible readily and without loss of value into the currency of or used by the Presenting State.

Article IX

The liability of the launching State shall not exceed $_____ with respect to each launching.

Article X

Any dispute arising from the interpretation or application of this Convention, which is not previously settled by other peaceful means of their own choice, may be referred by any Contracting Party thereto to the International Court of Justice for decision.

Article XI

1. A Contracting Party may propose amendments to this Convention. An amendment shall come into force for each Contracting Party accepting the amendment on acceptance by a majority of the Contracting Parties, and thereafter for each remaining Contracting Party on acceptance by it.

2. After this Convention has been in force five years a revision conference may be called upon the request of a majority of Contracting Parties.

Article XII

A Contracting Party may give notice of withdrawal from this Convention five years after its entry into force by written notification to the Secretary-General of the United Nations. Such withdrawal shall take effect one year from the date of receipt of the notification by the Secretary-General. Such withdrawal shall not relieve a State of any obligation or liability arising before withdrawal.

Article XIII

This Convention shall be open for signature by States Members of the United Nations or of any of the specialized agencies or Parties to the Statute of the International Court of Justice, and by any other State invited by the General Assembly of the United Nations to become a party. Any such State which does not sign this Convention may accede to it at any time.

Article XIV

This Convention shall be subject to ratification or approval by signatory States. Instruments of ratification or approval and instruments of accession shall be deposited with the Secretary-General of the United Nations.

Article XV

This Convention shall enter into force thirty days following the deposit of the fifth instrument of ratification, approval or accession. It shall enter into force as to a State ratifying, approving, or acceding thereafter upon deposit of its instrument of ratification, approval, or accession.

Article XVI

The Secretary-General of the United Nations shall inform all States referred to in Article XIII of signatures, deposits of instruments of ratification, approval,

or accession, declarations of acceptance by international organizations, the entry into force of this Convention, proposals for amendments, notifications of acceptances of amendments, requests for the convening of a revision conference, and notices of withdrawal.

Article XVII

This Convention, of which the Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations who shall send certified copies to each of the States mentioned in Article XIII.

BELGIUM: Proposal for a convention on the unification of certain rules governing liability for damage caused by space devices

(Revision of Working Paper A/AC.105/C.2/L.7)
(A/AC.105/C.2/L.7/Rev.1)

The Contracting Parties,

Recalling the Declaration of Legal Principles Governing the Activities of States in the Exploration and Use of Outer Space adopted by the General Assembly of the United Nations on 13 December 1963 and embodied in resolution 1962 (XVIII),

Recognizing that activities in the exploration and peaceful uses of outer space may from time to time result in damage,

Recognizing the need to establish rules governing liability with a view to ensuring that compensation is paid for damage thus caused,

Have agreed as follows:

Article 1

"Damage" shall be understood to mean any loss for which compensation may be claimed under the national law of the injured person, as well as judicial and legal costs and interest.

"Launching" shall be understood to mean an attempted launching or a launching operation proper, whether or not it fulfils the expectations of those responsible therefor.

/...

"Person" shall be understood to mean any individual or public or private corporation within the meaning of the national law of the person in question.

"Property" shall be understood to mean any movable or immovable property.

"Territory of a State" shall be understood to mean the land areas of that State, its territorial and adjacent waters, ships flying its flag and aircraft registered there.

"Space device" shall be understood to mean any device intended to move in space and sustained there by means other than the reaction of air, as well as the equipment used for the launching and propulsion of the device.

"Applicant State" shall be understood to mean the State which has been injured or whose nationals or permanent residents have been injured, and which presents a claim for compensation.

Article 2

The provisions of this Convention shall apply to compensation for damage caused to persons or property by a space device or space devices. They shall not apply to compensation for damage caused in the territory (i) of the State from which the device or devices are launched, (ii) of the State which claims ownership or co-ownership thereof, (iii) of the State whose flag is flown by the device or devices.

Article 3

The following shall be held liable for damage within the meaning of article 1, at the choice of the applicant State, there being no joint liability or solidarity:

The State in whose territory the space device was launched, or

The State whose flag the space device flies, or

The State or States which claim for themselves or for their nationals the ownership or co-ownership of the space device.

Article 4

The occurrence of the event causing the damage shall create a liability for compensation once proof has been given that there is a relationship of cause and effect between the damage, on the one hand, and the launching, motion or descent of all or part of the space device, on the other hand.

/...

The presence or absence of a relationship of cause and effect shall be determined in accordance with the national law of the person injured.

Article 5

The extent of the liability for compensation shall be determined in accordance with the provisions of the national law of the person injured, taking into account his culpa lata if any.

"Culpa lata" shall be understood to mean any act or omission perpetrated either with intent to cause damage or rashly and in full knowledge that damage will probably result.

Article 6

(a) Within twelve months after the infliction of the damage, or after the identification of the State liable under article 2, the applicant State shall present through the diplomatic channel, to the State which it holds liable, all claims for compensation concerning itself and its nationals and residents.

(b) If the applicant State or a person represented by it brings an action for compensation before the Courts or administrative organs of the State receiving the claim, it shall not at the same time present a claim for compensation for the same damage under the provisions of this Convention. The said provisions shall not be considered to require, by implication, the prior exhaustion of such remedies as may exist under the rules of ordinary law in the State receiving the claim.

(c) If the State receiving the claim has not taken, within six months after being approached, a decision considered satisfactory by the applicant State, the latter may have recourse to arbitration.

Within ninety days of the date of the request addressed to it by the applicant State, the State receiving the claim shall appoint one arbitrator, the applicant State shall appoint a second and the President of the International Court of Justice a third. If the State receiving the claim fails to appoint its arbitrator within the prescribed period, the person appointed by the President of the International Court of Justice shall be the sole arbitrator.

/...

The Arbitration Commission shall take its decisions according to law and by majority vote. It shall make an award within six months after the date of its establishment and its decisions shall be binding.

(d) Sums due in compensation for damage shall be fixed and payable either in the currency of the applicant State or in a freely transferable currency.

(e) The periods specified in this article shall not be subject to interruption or suspension.

(f) There shall be joinder of claims where there is more than one applicant in respect of damage due to the same event or where more than one State is liable and the damage was caused by more than one space device.

Article 7

This Convention shall be open for signatures by States Members of the United Nations or of any of the specialized agencies or parties to the Statute of the International Court of Justice, and by any other State invited by the General Assembly of the United Nations to become a Party to the Convention. Any State which does not sign this Convention may accede to it at any time.

This Convention shall be subject to ratification or approval by signatory States. Instruments of ratification or approval and instruments of accession shall be deposited with the Secretary-General of the United Nations.

This Convention shall enter into force thirty days after the date of the deposit of three instruments of ratification, approval or accession. For each State which deposits its instrument of ratification, approval or accession after the entry into force provided for in the preceding paragraph, this Convention shall enter into force on the date of deposit of such instrument.

Article 8

Each Contracting Party may notify the Secretary-General of the United Nations of its withdrawal from this Convention not less than five years after its entry into force. Such withdrawal shall take effect one year after receipt of the notice which must be in writing. Such withdrawal shall not relieve the Contracting Party concerned of any obligation or liability arising from damage inflicted before its withdrawal takes effect.

Article 9

This Convention may be amended or supplemented at the proposal of one or more Contracting Parties. Such amendments shall take the form of additional protocols which shall be binding on such Contracting Parties as ratify, approve or accede to them. Such protocols shall enter into force when the majority of the Contracting Parties to this Convention have thus accepted them.

Article 10

The Secretary-General of the United Nations shall inform signatory States, and those which ratify, approve or accede to this Convention, of signatures, the deposit of instruments of ratification, approval or accession, the entry into force of this Convention, proposals for amendments, notifications of acceptance of additional protocols, and notices of withdrawal.

Article 11

This Convention, of which the Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations, who shall send certified true copies to all signatory States and to any State Member of the United Nations which so requests.

In witness whereof the undersigned, being duly authorized, have signed this Convention.

Done at _____ on _____

BELGIUM: Proposal for a convention on the unification of certain rules governing liability for damage caused by space devices

(Revision of document A/AC.105/C.2/L.7/Rev.1)
(A/AC.105/C.2/L.7/Rev.2)

The Contracting Parties,

Recalling the Declaration of Legal Principles Governing the Activities of States in the Exploration and Use of Outer Space adopted by the General Assembly of the United Nations on 13 December 1963 and embodied in resolution 1962 (XVIII),

/...

Recognizing that activities in the exploration and peaceful uses of outer space may from time to time result in damage,

Recognizing the need to establish rules governing liability with a view to ensuring that compensation is paid for damage thus caused,

Have agreed as follows:

Article 1

(a) The provisions of this Convention shall apply to compensation for damage caused to persons or property by a space device or space devices. They shall not apply to compensation for damage caused in the territory of the launching State or suffered by its nationals or permanent residents.

(b) The occurrence of the event causing the damage shall create a liability for compensation once proof has been given that there is a relationship of cause and effect between the damage, on the one hand, and the launching, motion or descent of all or part of the space device, on the other hand.

(c) Liability for compensation shall cease to exist in the event of culpa lata on the part of the applicant State.

"Culpa lata" shall be understood to mean any act or omission perpetrated either with intent to cause damage or rashly and in full knowledge that damage will probably result.

Article 2

"Damage" shall be understood to mean any loss for which compensation may be claimed under the law of the place where the loss is caused. Any damage suffered by a ship, aircraft or space device and by the persons and property carried therein shall be deemed to have been caused in the territory of the flag State or, in the case of a space device and the persons and property carried therein, in the territory of the launching State.

"Launching" shall be understood to mean an attempted launching or a launching operation proper, whether or not it fulfils the expectations of those responsible therefor.

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"Space device" shall be understood to mean any device intended to move in space and sustained there by means other than the reaction of air, as well as the equipment used for the launching and propulsion of the device.

"Launching State" shall be understood to mean the State or States which carry out the launching of a space device or whose territory is used for such launching.

"Applicant State" shall be understood to mean the State which has been injured or whose nationals or permanent residents have been injured, and which presents a claim for compensation.

Article 3

The launching State shall be held liable for compensation for damage caused in the circumstances stated in article 1 and defined in article 2. If several States participate in the launching of a space device, they shall be held jointly liable.

Article 4

(a) Within two years after the occurrence of the damage, or after the identification of the State liable under article 2, the applicant State shall present through the diplomatic channel, to the State which it holds liable, all claims for compensation concerning itself and its nationals and residents.

(b) If the applicant State or a person represented by it brings an action for compensation before the Courts or administrative organs of the State receiving the claim, it shall not at the same time present a claim for compensation for the same damage under the provisions of this Convention. The said provisions shall not be considered to require, by implication, the prior exhaustion of such remedies as may exist under the rules of ordinary law in the State receiving the claim.

(c) If the State receiving the claim has not taken, within six months after being apprcached, a decision considered satisfactory by the applicant State, the latter may have recourse to arbitration.

Within ninety days of the date of the request addressed to it by the applicant State, the State receiving the claim shall appoint one arbitrator, the applicant State shall appoint a second and the President of the International

Court of Justice a third. If the State receiving the claim fails to appoint its arbitrator within the prescribed period, the person appointed by the President of the International Court of Justice shall be the sole arbitrator.

The Arbitration Commission shall take its decisions according to law and by majority vote. It shall make an award within six months after the date of its establishment and its decisions shall be binding.

(d) Sums due in compensation for damage shall be fixed and payable either in the currency of the applicant State or in a freely transferable currency.

(e) The periods specified in this article shall not be subject to interruption or suspension.

(f) There shall be joinder of claims where there is more than one applicant in respect of damage due to the same event or where more than one State is liable and the damage was caused by more than one space device.

Article 5

This Convention shall be open for signature by States Members of the United Nations or any of the specialized agencies or parties to the Statute of the International Court of Justice, and by any other State or international organization invited by the General Assembly of the United Nations to become a Party to the Convention. Any State or international organization which does not sign this Convention may accede to it at any time.

This Convention shall be subject to ratification or approval by signatory States. Instruments of ratification or approval and instruments of accession shall be deposited with the Secretary-General of the United Nations.

This Convention shall enter into force thirty days after the date of the deposit of three instruments of ratification, approval or accession. For each State which deposits its instrument of ratification, approval or accession after the entry into force provided for in the preceding paragraph, this Convention shall enter into force on the date of deposit of such instrument.

Article 6

International organizations acceding to this Convention in accordance with the provisions of article 5 shall have the same rights and obligations as States. The States members of the said international organizations shall be held jointly liable for the obligations of the latter, whether or not such States are parties to the Convention. The accession of an international organization shall be accompanied by a notification of the joint obligations so assumed by the States members of the organization concerned.

The claims referred to in article 4 (a) may, in the case of the international organization, be presented on the initiative of the Secretary-General of the United Nations.

Article 7

Each Contracting Party may notify the Secretary-General of the United Nations of its withdrawal from this Convention not less than five years after its entry into force. Such withdrawal shall take effect one year after receipt of the notice which must be in writing. Such withdrawal shall not relieve the Contracting Party concerned of any obligation or liability arising from damage inflicted before its withdrawal takes effect.

Article 8

This Convention may be amended or supplemented at the proposal of one or more Contracting Parties. Such amendments shall take the form of additional protocols which shall be binding on such Contracting Parties as ratify, approve or accede to them. Such protocols shall enter into force when the majority of the Contracting Parties to this Convention have thus accepted them.

Article 9

The Secretary-General of the United Nations shall inform signatory States, and those which ratify, approve or accede to this Convention, of signatures, the deposit of instruments of ratification, approval or accession, the entry into force of this Convention, proposals for amendments, notifications of acceptance of additional protocols, and notices of withdrawal.

/...

Article 10

This Convention, of which the Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations, who shall send certified true copies to all signatory States and to any State Member of the United Nations which so requests.

In witness whereof the undersigned, being duly authorized, have signed this Convention.

Done at _____ on _____

BELGIUM: Proposal

(Revision of document A/AC.105/C.2/L.7/Rev.1)
(A/AC.105/C.2/L.7/Rev.2/Corr.1)

CONVENTION ON THE UNIFICATION OF CERTAIN RULES GOVERNING LIABILITY FOR DAMAGE CAUSED BY SPACE DEVICES

Corrigendum

1. Article 3, line 2

Insert a comma after the words "article 1" and replace the word "and" by "as".

2. Article 5, lines 5 and 6

Insert between the words "which" and "does not sign" the words "is invited to do so but".

3. Article 6, lines 6 and 7

Replace the words "the joint obligations so assumed by the States members of the organization concerned" by the following: "the acceptance by the States members of the organization concerned of the joint obligations so assumed."

BELGIUM: Proposal for a convention on the unification of certain rules governing liability for damage caused by space devices

(Revision of document A/AC.105/C.2/L.7/Rev.1)
(A/AC.105/C.2/L.7/Rev.2/Corr.2)

Corrigendum

1. In Article 1 (c), replace the term "culpa lata" by the term "wilful misconduct".
2. In the second paragraph of Article 6, replace the words "on the initiative of" by the word "through".

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USSR: Amendment to Hungarian draft (A/AC.105/C.2/L.10)
(WG.II/18)

"Claims for compensation for damage caused by a spaceship of a foreign State shall not constitute grounds for the sequestration of or the application of enforcement measures to such spaceship."

ITALY: Amendments to article 1 of the United States draft (A/AC.105/C.2/L.8/Rev.1)
(WG.II/19)

1. Add to article I (a) of the United States draft the following words: "and any impairment of health".
2. Replace article I (c) of the United States draft by the following text:
"(1) 'Launching State' means the State which has notified the Secretary-General of the United Nations of the launching of a space device and given the data necessary for its identification for the purpose of entry in the register kept by the Secretariat for that purpose.
"(2) A State which has launched a space object without giving such notice may not take advantage of the limitation of liability referred to in the following article."

INDIA: Amendments to definitions
(WG.II/20)

"Damage" means loss of or injury to life and destruction or loss of or damage to property of persons, natural or juridical, caused on the earth, in the air or in outer space by the launching of a space object or in the course of its journey and will include damage caused by persons or things carried by it. Damage may be instant or delayed, direct or indirect.

"Space object" means spaceship, satellite, or any other vehicle, device or object howscever designated, designed for movement in outer space and intended to sustain there otherwise than by the reaction of air and includes its component parts and apparatus or equipment used in the launching.

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ITALY: Amendment to article V of the United States draft (A/AC.105/C.2/L.8/Rev.1)
(WG.II/21)

Replace article V by the following:

"The present convention shall not apply in the case of damage sustained on the territory of the launching State."

UNITED STATES OF AMERICA: revision of Article II of the draft convention proposed by the United States (A/AC.105/C.2/L.8/Rev.1)
(WG.II/23)

1. Article II, para. 1

Replace final period with comma and add: "regardless of whether such damage occurs during launching, after the object has gone into orbit, or during the process of re-entry."

2. Article II, para. 3

Replace this paragraph by the following text:

"If more than one State shall be liable to pay compensation for damage in relation to any one incident under this Convention, each such State shall be liable to pay the full amount of such compensation, provided that in no event shall the aggregate of the compensation paid exceed the amount would be payable under this Convention if only one Respondent State were liable."

3. Article II (add new para. 4)

Add the following paragraph as the fourth paragraph of Article II:

"4. The compensation which a State shall be liable to pay for damage under this Convention shall be determined in accordance with applicable principles of international law, justice, and equity."

UNITED STATES OF AMERICA: Amendment to United States Proposed Convention Concerning Liability for Damage Caused by the Launching of Objects into Outer Space (A/AC.105/C.2/L.8/Rev.1)
(WG.II/24)

1. Delete Article III, paragraphs two and four, of the proposal and substitute the following:

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"2. The declaration referred to in paragraph one of this Article shall contain a statement as to the manner in which any liability incurred by the international organization shall be borne by constituent members once the amount of compensation has been agreed upon or established pursuant to Article VII.

"4. In the event that an international organization fuels to pay within one year of the date on which compensation has been agreed upon or established pursuant to Article VII, each member of the organization which is a Contracting Party shall, upon service of notice of such default by the Presenting State within three months of such default, be liable for such compensation in the manner and to the extent set forth in Article II, paragraph three."

2. Change the period in Article II, paragraph 1, to a comma and add the following:

"including damage caused by apparatus or equipment used in such launching."

UNITED STATES OF AMERICA: Amendments to United States proposed Convention concerning Liability for Damage Caused by the Launching of Objects into Outer Space (A/AC.105/C.2/L.8/Rev.1)
(WG.II/25)

1. In Article 1 (c) delete the final period and add the following:

"or which exercises control over the orbit or trajectory of an object."

2. Article II-1. of the United States proposal as amended by WG.II/23 and WG.II/24 should read as follows:

"1. The launching State shall be absolutely liable and undertakes to pay compensation to the Presenting State, in accordance with the provisions of this Convention, for damage on the earth, in air space, or in outer space, which is caused by the launching of an object into outer space, regardless of whether such damage occurs during launching, after the object has gone into orbit, or during the process of re-entry, including damage caused by apparatus or equipment used in such launching."

UNITED KINGDOM: Amendment to article X of the United States draft (A/AC.105/C.2/L.8/Rev.1)
(WG.II/26)

Number the existing paragraph as 1, and add the following new paragraphs:

"(2) If a dispute concerning the application or interpretation of this Convention which is not previously settled by other peaceful means of their own choice arises between a Contracting Party and an international

/...

organization which has made a declaration under paragraph 1 of article III of this Convention, either party may refer the dispute to an arbitral commission established in accordance with paragraph 3 of this article.

(3) The Contracting Party and the international organization shall each appoint a member of the arbitral commission and a third member shall be appointed by the President of the International Court of Justice. If either party fails to appoint its member within three months the individual appointed by the President of the International Court of Justice shall constitute the sole member of the Commission.

(4) The Commission shall conduct its business and arrive at its decision by majority vote. The Commission shall otherwise determine its own procedure.

(5) The decision of the Commission shall be rendered expeditiously and shall be binding upon each party to the dispute."

BELGIUM: Alternative formulation of articles 3 and 6 of document A/AC.105/C.2/L.7/Rev.2 defining more precisely the concept of "joint liability"
(WG.II/27)

Article 3 (2nd sentence)

If several States participate in the launching of a space device, each of them shall be liable for compensation for the whole of the damage, and a claim for compensation may validly be addressed to any one of them.

Article 6 (2nd sentence)

The States members of the said international organization shall be held jointly liable for the obligations of the latter, in the same manner as provided for in article 3, whether or not such States are parties to the Convention.

PEOPLE'S REPUBLIC OF BULGARIA: Amendment to article X of the Hungarian draft (A/AC.105/C.2/L.10)
(WG.II/28)

To the Hungarian text reading "A claim must be presented within one year of the date of occurrence of the damage.", after deleting the full stop, add the following:

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"...or of the identification of the State that is liable. If the applicant State could not reasonably be expected to have known of the facts giving rise to the claim, the claim must be presented within one year of the date on which these facts officially became known."

JAPAN: Proposal for amendment of paragraph 4 of Article IV of the United States revised draft (A/AC.105/C.2/L.8/Rev.2)
(WG.II/29)

4. A claim must be presented within two years after the infliction of the damage, or after the identification of the launching State, or, if the Presenting State could not reasonably be expected to have known of the facts giving rise to the claim, within one year after these facts became known.

ANNEX III

Text of certain provisions of a draft agreement on assistance to and return of personnel and spacecraft, on which preliminary agreement was reached by the informal working party of the Sub-Committee

Preamble

The Contracting Parties,

Recognizing that all mankind is interested in the peaceful uses of outer space,

Desiring to promote the further development of international co-operation in the exploration and use of outer space,

Recalling resolutions 1721 (XVI) of 20 December 1961 and 1884 (XVII) of 17 October 1963 adopted by the General Assembly of the United Nations,

Recognizing that by resolution 1962 (XVIII) of 13 December 1963, adopted unanimously by the Members of the United Nations and entitled "Declaration of Legal Principles Governing Activities of States in the Exploration and Use of Outer Space", the General Assembly of the United Nations solemnly declared that in the exploration and use of outer space States should be guided by the principles contained in that Declaration,

Recognizing that it is the duty of all States to assist astronauts and space craft in the event of accident, distress or emergency landing,

Prompted by sentiments of humanity and having regard for the needs of science,

Seeking to develop the international rules on assistance to, and return of, personnel of space craft, space craft and other space objects,

Agree as follows:

Article 2

Notification of accident

Each Contracting Party which receives information or discovers that the personnel of a space craft of another State have suffered accident or are experiencing conditions of distress, or that they have made an emergency landing in territory under the jurisdiction of the Contracting Party, on the high seas, or in any other place not under the jurisdiction of any State,

(a) shall do its utmost immediately to notify the State which announced the launching, and

(b) shall immediately notify the Secretary-General of the United Nations.

/...

Article 3

Assistance in the territory of a Contracting Party

(1) If, as a result of accident, distress or emergency landing, personnel of a spacecraft are in territory under the jurisdiction of a Contracting Party, it shall immediately take all possible steps, within the limits of the means at its disposal, to rescue the personnel and to render them the necessary assistance. It shall keep the State which announced the launching, and the Secretary-General of the United Nations, informed of the steps so taken and of their result.

(2) The assistance to be furnished when necessary by the Contracting Party to the personnel of a spacecraft of another State shall in no way differ from the assistance which it would furnish to its own personnel.

(3) If the Contracting Party considers that the assistance of the State which announced the launching of the spacecraft concerned would contribute substantially to the effectiveness of its search and rescue operations, it shall request the State which announced the launching to co-operate with it with a view to the effective conduct of such operations, under the direction and control of that Contracting Party.

Article 6

Return of space objects

(1) A Contracting Party which receives information or discovers that a space object or any component part thereof has landed in territory under the jurisdiction of the Contracting Party, or on the high seas or in any other place not under the jurisdiction of any State:

(a) shall do its utmost immediately to notify the State which announced the launching;

(b) shall immediately notify the Secretary-General of the United Nations.

/...

(3) (a) A Contracting Party which finds that a space object or any part thereof discovered in territory under its jurisdiction or recovered by it elsewhere is of a hazardous or deleterious nature may so notify the State which announced the launching, which shall thereupon take prompt and effective steps, under the direction and control of the Contracting Party, to recover the object or part thereof and to remove it from territory under the jurisdiction of the Contracting Party or otherwise render it harmless.

(b) If a space object or any part thereof which had landed on territory under the jurisdiction of a Contracting Party may to the knowledge of the State which announced the launching be of a hazardous or deleterious nature, the State which announced the launching shall immediately so notify the Contracting Party. If the Contracting Party so requests, the State which announced the launching shall take prompt and effective steps, under the direction and control of the Contracting Party, to recover the object or part thereof and to remove it from territory under the jurisdiction of the Contracting Party or otherwise render it harmless.

(4) If in fulfilling its obligations under paragraphs of this Article a Contracting Party considers that the assistance of the State which announced the launching of the space object concerned would contribute substantially to the effectiveness of recovery or return operations carried out by it in territory under its jurisdiction, it shall request the State which announced the launching to co-operate with it with a view to the effective conduct of such operations, under the direction and control of that Contracting Party.

(5) The State which announced the launching of a space object and has requested its return shall, if requested by the Contracting Party which has discovered the object or any part thereof in territory under its jurisdiction or has recovered the object or part elsewhere, furnish identifying data to the Contracting Party.

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ANNEX IV

Summary of views expressed in Working Groups I and II*

* Further summaries to be issued as addenda to this document.

/...

Assistance to and return of astronauts and space objects

Summary of points raised in discussions of Working Group I

Note by the Secretariat

The present summary includes points raised during the consideration by Working Group I of the draft agreements on assistance to and return of astronauts and space objects. These points fall generally into two categories: (i) questions raised and (ii) views expressed. Amendments formally submitted and issued as working documents (e.g., the Argentine amendments issued in WG.I/24) are not included herein. Nor are drafting changes suggested by delegations which do not affect substantive provisions included in the present summary.

A. General duty	USSR proposal	USA proposal	Australian and Canadian proposal
	Article 1 (1)	Article 2 (1)	Article 1

Views expressed

(a) The enumeration of means in the USSR draft by which States render assistance may not be necessary since the expression "all possible assistance" covers these means.

(b) Assistance to the crews of spaceships should be rendered to all who need it irrespective of the participation in the agreement.

Article 1 (2)

(i) Questions raised*

(a) Should space objects launched "in accordance with the Declaration of Legal Principles ..." be deemed to cover space vehicles launched by international organizations?

(b) Should the Agreement apply in cases where the launching is made not in accordance with the Declaration of Legal Principles?

* These questions apply also to Articles 5 and 6 (2) of the USSR draft.

(c) Who is entitled to determine that the launching is made in accordance with the Declaration of Legal Principles?

(d) Which principles of the Declaration are involved?

(e) Should a space object be returned if the provision in paragraph 6 of the Declaration concerning appropriate international consultations before proceeding with potentially harmful experiment is not observed?

(f) Is the expression "in accordance with the Declaration ..." designed to operate as limitation or qualification of the obligations under the Agreement or is it merely a descriptive phrase? If construed as restrictions, the phrase would give rise to such questions as who is to decide whether an operation is carried out in accordance with the Declaration?

(ii) Views expressed

(a) An example of the application of the Declaration is its paragraph 5 which prohibits launching of space objects by non-governmental entities.

(b) Any agreement on assistance to and return of astronauts and space objects should contain provisions on international organizations.

(c) The inclusion in the Agreement of a reference to international organizations is undesirable since, for example, the assessment of international organizations by States differ.

B. Notification of accident	USSR proposal	USA proposal	Australian and Canadian proposal
	Article 2	Article 1 (1)	Article 2

(i) Questions raised

(a) What should be the procedure governing registration of launching with the United Nations for purposes of the present convention?

(b) What is meant by the words "officially anncunced" in the USSR draft?

(c) Which State should officially announce the launching of a space object if two or more States participate in the launching?

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(ii) Views expressed

(a) It should be stated in the USSR draft that the Secretary-General of the United Nations should be notified of accident "in any event", as proposed in the Australian and Canadian draft.

(b) Official announcement of launching as used in the USSR draft is intended to mean an announcement by the Government concerned or its authorized organ through such means as radio or the Press. Registration with the United Nations is also one form of official announcement.

(c) Three elements should be defined with regard to the expression "the States which officially announced the launching of objects": (a) timing of the announcement; (b) how the announcement is made; and (c) what is to be announced.

(d) The announcement of the launching of space objects should be made before the launching takes place.

(e) What is considered to be official in one country may not be official in another country.

(f) In case of joint launching, the participating States should decide among themselves which State is to make an official announcement.

C. Assistance in territory of Contracting Party	USSR proposal	USA proposal	Australian and Canadian proposal
	Article 3	Article 2 (2)	Article 3

(i) Questions raised

(a) Who is to determine, under the USSR draft, that a State is unable to carry out rescue operations unaided?

(b) Should the Agreement contain two different expressions: "the crew of a spaceship" and "astronauts" (as in the case of Article 3 (3) of the USSR draft)?* Are all the members of the crew of a spaceship astronauts?

(c) If the Agreement does not cover international organizations, is it possible to request an international organization to render assistance?

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* These expressions are contained also in Articles 1 to 5 passim of the USSR draft.

(ii) Views expressed

(a) The State in whose territory the astronauts have landed should decide upon the steps to be taken to rescue the astronauts.

(b) To say that the State "shall request" co-operation implies an obligation. It would be more appropriate to use the term "may request".

D. Assistance outside territory of Contracting Party	USSR proposal	USA proposal	Australian and Canadian proposal
	Article 4	Article 2 (1)	Article 4

Views expressed

(a) The meaning of the expression "under the sovereignty of" a State, as used in the context of the USSR draft, is not clear. The expression "under the jurisdiction or control of" a State, as used in the Australian and Canadian draft, is more precise.

(b) In the main there is no substantive difference between the expressions "under the sovereignty of a State" and "under the jurisdiction and control of a State". The use of the word "control" in this context is obsolete and not in accordance with the spirit of our times.

(c) In connexion with the second sentence of Article 4 of the USSR draft it should be stated that if the launching State is not in a position to conduct rescue operations, it may request another State which is in a position to do so to conduct such operations.

E. Duty to return personnel	USSR proposal	USA proposal	Australian and Canadian proposal
	Article 5	Article 3	Article 5

/See points raised under headings A, C and F./

F. Return of space objects	USSR proposal	USA proposal	Australian and Canadian proposal
	Article 6	Article 1 (2) 3 (2)	Article 6

Views expressed

(a) The payment of compensation for damage caused by space objects in relation to the return of those objects should be clarified in the Agreement.

(b) The inclusion in the Agreement of the provision making the return of a space object conditional on the reimbursement of the damage caused by such object is redundant since States are to fulfil their obligations under the Agreement which is designed to regulate relations between them.

(c) The objects launched by an international organization may be returned to one of the States members of the organization.

Liability for damage caused by objects launched into outer space

Summary of points raised in discussions of Working Group II

Note by the Secretariat

The present summary includes points raised during the consideration by Working Group II of the draft agreements on liability for damage caused by objects launched into outer space. Amendments formally submitted and issued as working documents (e.g., the USSR amendment issued in WG.II/18) are not included herein. Nor are drafting changes suggested by delegations which do not affect substantive provisions included in the present summary.

I. Points raised in general discussion

A.	A/AC.105/C.2/L.7/Rev.1 Belgium: Proposal	A/AC.105/C.2/L.8/Rev.1 United States: Proposal	A/AC.105/C.2/L.10 Hungary: Proposal
Definitions	Article 1	Article I	Article I (1) and (3)

Views expressed

(a) The Convention on Assistance and Return and the Convention on Liability should be consistent with each other from the point of view of terminology, for each Convention would form part of the law of outer space.

(b) A number of definitions would be common to both the Convention on Assistance and Return and the Convention on Liability, and accordingly, should in such cases be the same.

B.	Belgium: Proposal	United States: Proposal	Hungary: Proposal
Field of application and exemptions from provisions of agreement	Article 2	Article II (1) Article V	Article I Article IX

Views expressed

(a) The field of application of the Convention should be clearly defined so as to include damage caused by (i) the launching, including an attempted

launching, of an object into outer space, (ii) any apparatus or equipment used in such launching, and (iii) any object which has been launched into outer space including objects that have been launched into outer space prior to the entry into force of the Convention.

(b) The subject of liability for nuclear damage though important was a complex matter and should not be dealt with in a convention dealing with liability for non-nuclear damage.

(c) The Convention should require launching States to take all precautions possible against damage being caused.

C.	Belgium: Proposal	United States: Proposal	Hungary: Proposal
State and international organizations made liable and question of joint liability	Article 3	Article II (1) and (3) Article III	Article VII

Views expressed

1. States liable

(a) It would be appropriate to provide that a State which launches or procures the launching of an object into outer space or whose territory or facility is used in such launching would be liable. Provisions to this effect would be simple and cover essential aspects. These provisions would not expressly make a State which is "owner" liable; nevertheless, the expression "procures the launching" would cover situations in which State A which owns a space object makes use of the territory of State B for its launching. Again the State whose territory was used for the launching would in all likelihood have entered into a bilateral agreement with the owner State on possible liabilities.

(b) The launching State alone should be made liable. Liability should not attach to States providing territory for the launching of space objects. For should liability so attach, States would be discouraged from providing territory for this purpose and land-locked countries may encounter difficulties in obtaining facilities from which their space objects might be launched.

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(c) A State suffering damage might experience considerable difficulty in identifying the launching State, particularly in cases where the launching was the result of a common undertaking involving more than one State. Hence it would be preferable to impose liability on all States participating in a common undertaking, rather than upon the launching State alone.

As regards a State which merely provides its territory for launchings by another State, it might enter into appropriate arrangements as to its liability with the State to which the territory is provided.

2. International organizations*/

(a) Should the Convention deal with international organizations, then two principles should be recognized: firstly, that of the subsidiary liability of its member States; secondly, the principle that if an international organization is to be subject to obligations, it should also be entitled to rights under the Convention.

(b) Before a declaration by an international organization, to the effect that it undertakes to comply with the provisions of the Convention, is received, it should be required that at least one member State of the organization should be a party to the Convention.

(c) There appears to be an inconsistency as between paragraph 2 and paragraph 4 of Article III of the United States proposal. Paragraph 4 provides that if an international organization fails to meet its obligations each member of the organization which is a contracting party shall be liable for the compensation due. Paragraph 2, however, ccntemplates that each member of the organization will bear a proportionate share.

(d) In respect of Article III (4) of the United States proposal, where an international organization which has been found to be liable fails to provide compensation, no reason exists for limiting the liability of its constituent members to a period of one year from such failure.

If it is considered that the constitutuent members should not remain liable for an indeterminate period, then the period of such liability should exceed one year.

*/ The points listed in this section would be relevant to "Financial obligations of international organizations and their member States" (USA proposal, Article III; Hungarian proposal, Article VIII).

/...

(e) The Convention should provide that in cases involving an international organization, a presenting State should be required to proceed in the first instance against the international organization and would be entitled to proceed against any one of the other States participating in the launching only if the international organization defaults in providing compensation.

For this would avoid the possibility that where a space object was one which was launched by an international organization from the territory of a State, the presenting State might consider it advisable to proceed in the first instance against the State from whose territory the space object was launched in order to avoid the institution of proceedings anew against the constituent members of the organization should the organization default.

(f) An international organization may perhaps be defined to include only the United Nations and its specialized agencies. In all other cases, the State in which the organization is situated or the State or States which sponsor the launching should be responsible. The Convention would thus apply only to States parties to the Convention, and the United Nations and its specialized agencies. This would avoid the difficulty of determining in each case whether or not a particular organization was international.

3. Nature of liability where more than one party is liable

(a) Where more than one party is liable, the applicant State should be entitled to proceed against any one party.

(b) In case of common or joint undertakings, liability should be joint and several.

/...

D.	Belgium: Proposal	United States: Proposal	Hungary: Proposal
Question of absolute liability		Article II (1)	Article IV
Exoneration from liability	Article 5	Article II (2)	Article VI
Liability for damage in outer space and exoneration from such liability			Article III Article IV Article V

Views expressed

(a) It is necessary that a decision should be reached on whether the principle of absolute liability would be subject to exceptions or not.

(b) The system of liability should be that of absolute liability provided that no liability would be engaged where the State liable shows that the damage had resulted from natural disaster or from a wilful act or negligence of the applicant State. The State liable shall be fully liable for damage caused if the State was exercising an unlawful activity in outer space or the space object had been launched for unlawful purposes.

(c) Liability should be absolute in the sense that the applicant State should only be required to prove the fact that damage was caused, and that it was caused by a space object of the respondent State.

The principle of absolute liability should not be subject to exceptions. States launching space objects should bear all the risks. To provide for exceptions would be to require the injured person to bear the risks.

(d) Absolute liability should be imposed for damage caused by a space object on earth. Liability should be based upon fault for damage caused by a space object in air space (i.e., through a collision of a space object and an aircraft), but there should be a presumption that the space object was at fault. For damage caused by space objects in outer space (i.e., through a collision of space objects) liability should be based upon a presumption of common fault.

(e) The system of liability should not differ according to the environment in which the device operates. There should be a single system of absolute liability.

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(f) Liability should be absolute. The presenting State need only prove that the damage was caused by a space object. In case of collisions between space objects or between a space object and an aircraft, liability should be absolute in respect to damage caused to third parties as a result of the collision. As regards damage caused to the colliding objects, however, liability should be assigned on the basis of fault.

E. National law of injured person to determine relationship of cause and effect between damage and outer space activity

Belgium: Proposal — Article 4
United States: Proposal
Hungary: Proposal

Views expressed

(a) Liability should be determined in accordance with the national law of the injured person.

(b) Liability should not be determined in accordance with the national law of the injured person. The Convention itself should contain specific provisions on the matter. This would enable liability to be determined on a uniform basis.

(c) References to national law should be excluded in order that one might create a unified system of rules relating to space activities. (See also D. above.)

F. National law of injured person to determine extent of liability

Belgium: Proposal — Article 5
United States: Proposal
Hungary: Proposal

Views expressed

(a) The national law of the injured person should determine the damage for which compensation is payable. This proposal might not be an entirely perfect one, but it was a modest proposal that had the merit of being clear.

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(b) The Convention should provide specifically for the recovery of judicial and legal costs as these costs may be extensive.

(c) The damage that would be compensable under the Convention should not be that compensable under the national law of the injured person, but that compensable under the national law of the launching State. It had been contended that this would enable launching States to reduce the extent of their liability. However, this could be prevented by provisions being made in the Convention to the effect that the general rules of damages applicable in that State should apply. Thus a launching State would not be in a position to reduce its liability by special legislation relating to space activities.

G. Limitation of liability in amount

Belgium: Proposal
United States: Proposal — Article IX
Hungary: Proposal — Article II (1)

1. Questions raised

If the Convention places a limitation on the extent of compensation payable, should the Convention also provide for the manner of the apportionment of such compensation as between injuries to person and damage to property, and as between injury to person and death?

2. Views expressed

(a) One reason for the placing of a limitation on the extent of compensation payable was that even the economically less advanced States might participate in space activities.

(b) If no limitation is established it would not be possible for private entities to engage in space activities as the risks would be too great for insurance coverage.

(c) The national law of the injured person should determine the extent of compensation payable.

(d) A limitation on the extent of compensation payable should not be fixed in relation to each launching. A limitation, however, on the amount of compensation payable in relation to the death of or the injuries caused to

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a single person would seem to be reasonable. In respect to loss of or damage to property, the amount payable should be equal to the actual loss incurred. Should, however, damage result from a non-peaceful activity, the limitation should be placed at a sufficiently high level in order that this might serve as a deterrent.

H.	Belgium: Proposal	United States: Proposal	Hungary: Proposal
Payment of compensation in convertible currency	Article 6 (d)	Article VIII	

Views expressed

Compensation should be payable either in the currency of the applicant State or in a currency acceptable to the presenting international organization.

I.	Belgium: Proposal	United States: Proposal	Hungary: Proposal
Claim for damage advanced on grounds provided for by law of liable State			Article II (2)

Views expressed

(a) The proposal that the national law of the injured person should determine the damage for which compensation is payable might be a modest proposal which was not perfect from every point of view, but it had the merit of being clear.

(b) The Convention should provide for the recovery of judicial and legal costs as these costs may be extensive.

(c) To provide that compensation should be recoverable in accordance with the law of the State liable would enable States to control the extent of international liability.

(d) The damage that would be compensable under the Convention should be the damage compensable under the national law of the launching State. The question of what damage is compensable is a matter on which various views would be held. It had been contended that this would enable launching States to reduce the extent of their liability. However, this could be

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prevented by provisions being made in the Convention to the effect that the general rules of damages applicable in that State should apply. Thus a launching State would not be in a position to reduce its liability by special legislation relating to space activities.

J.	Belgium: Proposal	United States: Proposal	Hungary: Proposal
Time-limits for presentation of claims	Article 6 (a) and (e)	Article IV (4)	Article X

Views expressed

1. Duration of period of limitation

(a) A period of one year for the presentation of a claim would be too short a period. For there could be cases in which the identification of the responsible State was extremely difficult and there might also be cases in which the damage might not manifest itself for a number of years.

(b) A period of ten years would appear to be reasonable.

2. Date from which the period of limitation should begin to run

The period of limitation should begin to run not from the date of the accident but from the date of identification of the responsible State.

K.	Belgium: Proposal	United States: Proposal	Hungary: Proposal
Pursuit of remedies available in liable State or under other international agreements	Article 6 (b)	Article VI	

Views expressed

The provisions to be included in the Convention should prevent the simultaneous pursuit of claims in respect to the same damage in the administrative agencies or the Courts of the receiving State, and under the Convention. However, this should not mean that if the local remedies first pursued were not exhausted, the remedies under the Convention would be excluded.

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L. Relationship of the Convention on Liability to the Convention on Assistance and Return

Views expressed

(a) The preambular paragraphs, the provisions on definitions and the final clauses were matters which would be common to both the Convention on Assistance and Return and that on Liability; and on these matters the provisions of both Conventions should be the same.

(b) The Convention on Assistance and Return and the Convention on Liability should be consistent with each other from the point of view of terminology, for each Convention would form part of the law of outer space.

(c) Launching States, which under the proposed Agreement on Assistance and Return would be entitled to the recovery of their space vehicles and crews from another State, should undertake the corresponding obligation of providing compensation for such damage as may have been caused by their space vehicles.

II. Points raised in discussion of specific Articles

	Belgium: Proposal	United States: Proposal	Hungary: Proposal
Definitions	Article 1	Article I	Article I (1) and (3)

Views expressed

1. General

(a) The first article of the Convention should deal with the principle of liability for damage caused by a space object, rather than with definitions.

(b) It would be useful to have an article on definitions. Yet the definitions should not include in their provisions principles which should appear later in the Convention. For example, it would not be appropriate to include in the definitions provisions as to which States would be liable and which States would be entitled to compensation for such damage.

(c) In considering an article on definitions one should identify in the first instance those expressions which require definition.

/...

(d) It would not be necessary to define terms which are quite clear in international law, such as the following: person, property, territory.

(e) It would be necessary, however, to define certain terms such as the following: space object, launching and the launching State, damage.

2. Specific definitions

(a) Damage

(i) An enumeration of the various kinds of damage for which there would be compensation may not be exhaustive particularly in the new field of space activity. Accordingly, it would be preferable to:

(1) Provide that the kind of damage for which there would be compensation was a matter to be determined under the national law of the injured persons, or

(2) To have a general definition of the damage for which there would be compensation.

(ii) The definitions of damage should specify that the damage might be instant or delayed or direct or indirect.

(iii) (1) The United States proposal /Article I (a)/ defines damage to mean loss of life or personal injury and property loss or damage. It does not specify any further standards or rules that should be followed. Yet it is the intention of the United States proposal that the measure of damage should be determined in accordance with applicable principles of international law, justice and equity. There would thus be a uniformity in the determination of damages, under the Convention, by reference to rules which have been developed in international arbitral decisions and practice. Though international law methods for calculating damages in personal injury, death and property loss and damage cases are not precise, there exists a sufficient body of rules worked out by decisions of arbitral tribunals and by international practice to provide an answer.

It may be desirable that there should be further amplification of this general principle in the Convention. The Convention might perhaps state that the compensation which a State shall be liable to pay for damage shall be determined in accordance with applicable principles of international law, justice and equity.

/...

(2) There were two alternative ways of dealing with the problem of the measure of damages.

The first alternative was that of prescribing that the amount of damage payable would be calculated in accordance with the principles of public international law.

The second alternative was to set out in the Convention itself the actual principles that would have to be applied in the calculation of damages.

Of these the first alternative was to be preferred, for then the provisions of the Convention would be flexible, and thus norms could be developed to meet new situations in the future.

To adopt the second alternative would entail the difficult task of defining applicable principles, which may possibly become outdated before the lapse of a sufficiently long period.

However, in adopting the first alternative, it was necessary to remember that the measure of damages was a matter on which there was diversity of practice at present amongst international tribunals. Nevertheless, there were certain definite principles to be found, and the general weight of opinion seemed to confirm that an essential principle was that reparation must, as far as possible wipe out all the consequences of the wrongful act.

If provisions were included in the Convention to the effect that the measure of damages was to be determined in accordance with the principles of international law, one should be careful to see that such provisions would not qualify in any way the principle of absolute liability for damage which was of fundamental importance in the Convention.

(3) Damage as defined in the United States proposal should also include "any impairment of health", as there may be internal disturbances without any apparent injury.

To include a specific reference to "health" in the definition would not be necessary since this has been covered by the United States definition of damage as considered in light of the principles of international law.

(4) The definition of damage in the United States proposal would include damage instant and delayed, direct and indirect, provided there was a causal link between the damage and the launching.

(iv) The damage for which there would be compensation should be a matter to be determined under the law of the State liable. If the national law of the injured person was to determine the matter, it would mean that in the case of a single incident with damage in more than one State there would be differences in the damages awarded.

It had been contended that this would enable the State liable to regulate, through for example special legislation, the extent of its liability. However, this possibility could be avoided by providing that the general rules relating to damage in the State liable should be applied.

(b) Launching State /United States proposal, Article I (c)/

(i) The definition of "launching State" should refer only to States, and it is inappropriate to include in it a reference to international organizations.

(ii) The definitions should perhaps include both a definition of "launching" and a definition of "launching State".

The definition of "launching State" should perhaps be shorter than that now in the United States proposal. It might be defined to mean a contracting party or an international organization, within the meaning of article III of the United States proposal, which has launched an object into outer space.

The definition of "launching" might then include a number of points, now included within the definition of "launching State" in the United States proposal, and certain other points, such as for example: owning a space object, owning the facility from which the space object is launched, participating in a common undertaking to launch a space object, and operating or participating in the operation of an object successfully launched into outer space.

/...

(iii) (1) There was the possibility that the words "procures the launching" might be subject to different interpretations.

(2) The expression "procures the launching" means exercising direction over the launching. If one were to use the expression "participate in a common undertaking to launch", which was similar to the expression used in the proposal of Hungary /Article VII (1)/, it would cover participation through the presence of even a single technical assistant.

This was a problem to be faced whether one were to define the expression "launching" or "launching State".

(iv) The definition of "launching State" refers to the various types of participants in a launching.

It was preferable to define a "launching State" as a State that has notified the Secretary-General of the United Nations of its launching of a space object and provided the Secretary-General with the identification data necessary for the registration of the space object in the registry maintained at the United Nations.

This would be of assistance to States suffering damage, for they might otherwise experience doubts regarding the State to which claim should be addressed.

It would also cause no difficulty to States participating in a joint launching for they might decide as between themselves on the State which should be the State of registry, and then enter into arrangements as to the apportionment of liability as between them. Provisions to this effect would also give emphasis to the registry of space objects now maintained in the United Nations, and it was important to build up the system of registration.

It would also be appropriate to provide that States which launch space objects without notification to the Secretary-General would not be entitled to the benefit of the limitation on liability envisaged in Article IX of the United States draft.

/...

(c) International organizations /United States proposal, Article III/

(i) The proposal is concerned with intergovernmental organizations only, and consideration should perhaps be given to the formulation of a term which would clearly denote an intergovernmental international organization.

(ii) The references to international organizations in General Assembly resolution 1962 (XVIII) were not limited to intergovernmental international organizations, and also included non-governmental international organizations. Non-governmental international organizations do play an important role in respect to space activities and should be referred to in the Convention.

(d) Space device /Belgian proposal, Article 1 (6)/

The words "the equipment used for the launching and propulsion of the device" in paragraph 6 describe, in different words, an idea which is also expressed in paragraph 3 of Article I of the Hungarian proposal by the words "as well as the means of launching of such objects".

(e) Presenting State /United States proposal, Article I (d)/

(i) A "presenting State" has been defined to include an international organization, and this is not appropriate, for it complicates the definition. The possibility that an international organization would incur damage is remote. Where such damage is in fact incurred, the State in which the organization is situated might present a claim.

(ii) Rather than including a definition of "presenting State" in the article on definitions, perhaps an indication of what is meant by a "presenting State" might be included in the text dealing with which States are entitled to present a claim for compensation.

(f) Respondent State /United States proposal, Article I (e)/

Rather than including a definition of "respondent State" in the article on definitions, perhaps an indication of what is meant by a "respondent State" might be included in the article dealing with a State against which a claim for compensation is made.

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Liability for damage caused by objects launched into outer space

Summary of points raised in discussions of Working Group II

	Belgian proposal	United States proposal	Hungarian proposal
Field of application and exemptions from provisions of agreement	Article 2	Article II (1) Article V	Article I Article IX (3)

Views expressed

1. Exclusion from the scope of the Convention of damage caused to nationals of the launching State

(a) Only damage caused to nationals of the launching State should be excluded from the scope of the Convention.

This would be consistent with the principles of public international law in terms of which an international claim cannot be presented by a person against his own State. It would not be unreasonable, for nationals of the launching State would have their remedies under the law of the launching State.

(b) Damage caused in the territory of the launching State to nationals of other Contracting States should not be excluded from the scope of the Convention.

To do so would be inconsistent with the principles of public international law. For if a foreign national is injured on the territory of the launching State, the State of the foreign national could present an international claim against the launching State, should the foreign national not receive satisfaction through pursuit of local remedies in the launching State.

The Convention would be dealing only with claims in public international law, as a foreign national would not in terms of the Convention have to exhaust local remedies available in the launching State before an international claim against the launching State is presented.

(c) There would be no difference in entitlements under the Convention between foreign nationals whether they were resident in or outside of the launching State.

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2. Exclusion from the scope of the Convention of damage caused to nationals of the launching State, and of damage caused on the territory of the launching State

/For statements concerning the appropriateness of excluding from the Convention damage caused to nationals of the launching State, and for statements concerning the appropriateness of including within the Convention damage caused to foreign nationals in the launching State, see 1, above./

The expression "damage caused on the territory of the State liable ..." in article IX (3)*/ of the proposal by Hungary might be reformulated so as to exclude from the scope of the Convention only damage caused to foreign nationals or foreign entities participating in the launching. This would not be unreasonable for those participating in the launching would have made arrangements as between themselves on the matter of liability.

3. Exclusion from the scope of the Convention of damage caused on the territory of the launching State

/For statements concerning the appropriateness of excluding from the Convention damage caused to nationals of the launching State (wherever resident) and for statements concerning the appropriateness of including within the Convention damage caused to foreign nationals on the territory of the launching State, see i, above./

(a) Damage caused on the territory of the launching State should be excluded from the scope of the Convention, irrespective of whether such damage was caused to nationals of the launching State or to nationals of other Contracting States.

The Convention should not apply to damage on the territory of the launching State, for this would be essentially a domestic and not an international situation. Local remedies under the law of the launching State would be available both to the nationals of the launching State and the foreign nationals. These ideas are consistent with private international law.

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*/ "The provisions of this Agreement shall not apply to damage caused on the territory of the State liable ...".

/...

However, one should not exclude from the scope of the Convention damage caused to nationals of the launching State resident abroad.

(b) The status of foreign nationals on the territory of a launching State should not be more favourable than that of nationals.

(c) One should not place foreign nationals in a launching State in the same position as the nationals of the launching State, for it was possible that nationals might have, under the law of the launching State, to prove negligence or fault in order to recover compensation.

4. Governments which may present claims

(a) A question that arises in respect to the United States draft is which Governments would be entitled under the Convention to present claims in the following situation:

A space object of State A falls on State B and causes injury to nationals of

(1) State A
(2) State B
(3) State C.

(b) As regards a national of State A, no claim could be presented under the Convention. Local remedies would be available to him under the law of State A.

As regards a national of State B, State B would be entitled to present a claim under the Convention against State A.

As regards a national of State C, State C would be entitled to present a claim under the Convention against State A. So also would State B if the individual concerned was a permanent resident of State B. However, there could not be a dual presentation of claims by State C as well as by State B /article IV (2) of the United States proposal/. The Belgian draft (article 2) in defining Applicant State also refers to a State "whose nationals or permanent residents have been injured".

5. The Convention should not deal with damage resulting from explosions in installations within the territory of the launching State. Such damage falls within a special area which should not be covered by the Convention, and liability for such damage would be a matter for arrangement as between States participating in the launching.

6. (a) The provisions of article II (1) of the United States proposal could be amended to cover damage caused by objects launched into outer space, and also by objects launched into outer space prior to the entry into force of the Convention.

(b) Provisions could also be included to cover damage caused by apparatus or equipment used in the launching.

(c) Provisions on liability for damage resulting from collisions in outer space were not included in the United States proposal for the reason that the possibility of such collisions was remote.

However, a reference to damage in outer space was included in paragraph 1 of article II in order to propose a single system of absolute liability for damage, irrespective of where such damage occurred - on earth, in air space, or in outer space. To provide for a different system of liability according to different environments would involve the problem of defining where outer space began.

Under the provisions of the United States proposal therefore, each party in the collision resulting in the damage in outer space would be absolutely liable to the other.

(d) Article II (1) of the United States proposal provides that a State would be absolutely liable for damage caused. Article IX of the United States proposal, however, provides for a limitation on the compensation payable. The exact amount of compensation to be paid in respect of various types of injury and damage should be clarified.

ANNEX V

List of representatives and observers

Albania	Mr. Rako Naço Chargé d'Affaires a.i. de la Mission de la République Populaire d'Albanie auprès des Nations Unies	Representative
Argentina	Dr. Juan Carlos Beltramino Counsellor Permanent Mission of Argentina to the United Nations	Representative
Australia	Sir Kenneth Bailey, C.B.E., Australian High Commissioner to Canada	Representative
	Mr. Michael J. Cook First Secretary Permanent Mission	Alternate
Austria	Professor Dr. Karl Zemanek	Representative
	Dr. Franz Schmid Secretary of the Permanent Mission to the United Nations	Alternate
Belgium	M. Max Litvine Professeur à l'Université Libre de Bruxelles	Representative
	M. André Turine Conseiller d'Ambassade	
	M. Eric Bal Secrétaire d'Ambassade	
Brazil	Mr. Geraldo de Carvalho Silos Minister Plenipotentiary Deputy Permanent Representative to the United Nations	Chairman of the Delegation
	Mr. Paulo Pires do Rio Second Secretary of Embassy Permanent Mission	Adviser
	Mr. Jcão Augusto de Medicis Second Secretary of Embassy Permanent Mission	Adviser

Bulgaria	Mr. Matey Karassimeonov Premier Secrétaire à la Mission	Representative
	Mr. Boyko Dimitrov	Alternate
Canada	Mr. H.C. Kingstone	Representative
	Mr. Peter C. Dobell	Representative
Chad	S.E. M. Adam Malick, SOW, Ambassadeur, Représentant Permanent du Tchad auprès des Nations Unies	Representative
	M. Justin N'Garabaye Premier Conseiller de la Mission Permanente du Tchad auprès des Nations Unies	Representative
Czechoslovakia	H.E. Professor Jiri Hajek Ambassador Extraordinary and Plenipotentiary Permanent Representative to the United Nations	Representative
	Mr. Vladimír Prusa	Alternate
France	M. Olivier Deleau Conseiller d'Ambassade	Representative
	M. Robert Lemaître Conseiller juridique au Ministère des Affaires étrangères	Alternate
	M. Jean-Noël de Lacoste Secrétaire d'Ambassade	Adviser
Hungary	Mr. Károly Csatorday Permanent Representative	Head of the Delegation
	Dr. Gyula Eörsi Professor Academician	Deputy Head of the Delegation
	Dr. Árpád Prandler Counsellor Permanent Mission	
	Mr. István Varga Third Secretary Permanent Mission	

India	H.E. Mr. B.N. Chakravarty Permanent Representative	Representative
	Mr. Brajesh C. Mishra First Secretary	Alternate
	Mr. J.J. Therattil Junior Adviser	Adviser
Iran	H.E. Dr. Mehdi Vakil Ambassador, Permanent Representative of Iran to the United Nations	Representative
	M. Houshang Amirmokri	Alternate
Italy	Professor Antonio Ambrosini	Representative
Japan	Mr. Toshio Yamazaki First Secretary Permanent Mission of Japan to the United Nations	Representative
	Mr. Yoshiya Kato Second Secretary Permanent Mission of Japan to the United Nations	Alternate
Lebanon	H.E. Mr. Georges Hakim Ambassador, Permanent Representative of Lebanon to the United Nations	Representative
	Mr. Suheil Chammas Deputy Permanent Representative of Lebanon to the United Nations	Alternate Representative
Mexico	Dr. Francisco Cuevas Cancino Encargado de Negocios de México	Representative
	Srta. Elisa Aguirre Primer Secretario de la Misión	Adviser
Mongolia	Mr. Buyantyn Dashtseren Counsellor Permanent Mission to the United Nations	Representative
	Mr. Ishetsogyn Ochirbal	Alternate

Morocco	S.E. Monsieur Dey Culd Sidi Baba Représentant Permanent Adjoint du Maroc auprès des Nations Unies	Representative
	M. Mohamed Tabiti Premier Secrétaire à la Mission	Representative
Poland	H.E. Professor Dr. Manfred Lachs Ambassador, Adviser of the Minister for Foreign Affairs for Special Legal Affairs	Representative
	Mr. Jerzy Osiecki Chef de division Ministère des Affaires Etrangères	Alternate
Romania	Mr. Alexandro Bolinthineanu Professor, Institute of Law Research of the Romanian Academy of Science	Representative
	Mr. L. Bota Permanent Mission	
Sierra Leone	H.E., Mr. G.B.O. Collier Ambassador, Permanent Representative of Sierra Leone to the United Nations	Representative
	Mr. George Coleridge-Taylor First Secretary	Alternate
	Mr. Frank P. Karefa-Smart	Alternate
	Mr. Victor Macauley Third Secretary	Alternate
Sweden	Mr. Love Kellberg Head of the Legal Department Ministry of Foreign Affairs Stockholm	Representative
USSR	H.E. Mr. Platon D. Morozov Ambassador Extraordinary and Plenipotentiary Deputy Permanent Representative to the United Nations	Representative

/...

UNITED NATIONS

GENERAL ASSEMBLY

Distr.
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27 October 1964

ORIGINAL: ENGLISH

COMMITTEE ON THE PEACEFUL USES OF OUTER SPACE

REPORT OF THE LEGAL SUB-COMMITTEE ON THE WORK OF THE SECOND PART OF ITS THIRD SESSION (5-23 OCTOBER 1964) TO THE COMMITTEE ON THE PEACEFUL USES OF OUTER SPACE

Add the following at the beginning of Annex I to the Report:

UNITED STATES: PROPOSAL
(A/AC.105/C.2/L.9)

INTERNATIONAL AGREEMENT

ON

ASSISTANCE TO AND RETURN OF ASTRONAUTS

AND

OBJECTS LAUNCHED INTO OUTER SPACE

The Contracting Parties,

Recognizing the common interest of mankind in furthering the peaceful uses of outer space,

Recalling the Declaration of Legal Principles Governing the Activities of States in the Exploration and Use of Outer Space, adopted by the General Assembly on 13 December 1963, as resolution 1962 (XVIII),

Considering that the personnel of spacecraft may from time to time be the subject of accident or experience conditions of distress,

Considering that there may occur landings of objects launched into outer space, and their personnel in the case of manned spacecraft, by reason of accident, distress or mistake,

Wishing to do their utmost to assist the personnel of spacecraft in such cases and to provide for the return of objects launched into outer space, and

/...

USSR (continued)	Mr. Yulij Vorontzov Permanent Mission of the USSR to the United Nations	Adviser
	Mr. Yakov Ostrovski Permanent Mission of the USSR to the United Nations	Adviser
	Mr. Vladimir V. Aldoshin Permanent Mission of the USSR to the United Nations	Adviser
	Mr. Yurij M. Rytakov Department of Legal and Treaty Affairs Ministry for Foreign Affairs of the USSR	Adviser
United Arab Republic	H.E. Mr. Mohamed Awad El Kony Permanent Representative of the United Arab Republic to the United Nations	Representative
	Mr. Salah Ibrahim First Secretary	Alternate
United Kingdom	Miss J.A.C. Gutteridge, C.B.E. Legal Counsellor Foreign Office London	Representative
	Mr. I.M. Sinclair Counsellor Legal Adviser United Kingdom Mission to the United Nations	Alternate Delegate
United States	Mr. Leonard C. Meeker Acting Legal Adviser Department of State	Representative
	Mr. Paul G. Dembling Deputy General Counsel National Aeronautics and Space Administration	Adviser
	Mr. C. Edward Dillery Office of International Scientific Affairs Department of State	Adviser

United States (continued)	Col. F. Ned Hand United States Air Force Space Systems Division Air Force Systems Command Los Angeles, California	Adviser
	Mr. Joseph B. Norbury Bureau of European Affairs Department of State	Adviser
	Mr. Robert T. Norris Adviser, Political and Security Affairs United States Mission to the United Nations	Adviser
	Mr. Herbert K. Reis Office of the Legal Adviser Department of State	Adviser
	Mr. Walter D. Schier General Counsel National Aeronautics and Space Administration	Adviser
	Mr. Peter S. Thacher Adviser, Political and Security Affairs United States Mission to the United Nations	Adviser

* * *

OBSERVERS

INTERNATIONAL CIVIL AVIATION ORGANIZATION	Mr. Gerald F. FITZGERALD Senior Legal Officer
CHAIRMAN OF THE SUB-COMMITTEE	Professor Manfred LACHS

SECRETARIAT

Mr. O. SCHACHTER
Director, General Legal Division,
Office of Legal Affairs

/...

Miss K. CHEN)
Mr. G. KALINKIN) Legal Officers
Mr. J. de SARAM)

Mr. T. OLIVER
Outer Space Affairs Section,
Department of Political and Security Council Affairs

Believing that in such circumstances the action of States should be governed by common humanitarian concern and with due regard for scientific needs,

Agree as follows:

Article 1

1. A Contracting Party which discovers that the personnel of a spacecraft have met with accident or are experiencing conditions of distress, or have made an emergency landing, shall notify without delay the State of registry or international organization responsible for launching, or the Secretary-General of the United Nations.

2. A Contracting Party which discovers that an object launched into outer space or parts thereof have returned to Earth shall notify without delay the State of registry or international organization responsible for launching, or the Secretary-General of the United Nations.

Article 2

1. Unless otherwise requested by the State of registry or international organization responsible for launching, each Contracting Party shall take all possible steps to assist or rescue promptly the personnel of spacecraft who are the subject of accident or experience conditions of distress or who may make emergency landings by reason of accident, distress, or mistake. Such steps shall include a joint search by those Contracting Parties which may be in a position to conduct search and rescue operations in the event personnel of a spacecraft are presumed to have made an emergency landing on the high seas or Antarctica.

2. Each Contracting Party shall permit, subject to control by its own authorities, the authorities of the State of registry or international organization responsible for launching to provide measures of assistance as may be necessitated by the circumstances.

Article 3

1. A Contracting Party shall return the personnel of a spacecraft who have made an emergency landing by reason of accident, distress or mistake promptly and safely to the State of registry or international organization responsible for launching.

2. Upon request by the State of registry or international organization responsible for launching, a Contracting Party shall return to that State or international organization an object launched into outer space or parts thereof that have returned to Earth. Such State or international organization shall, upon request, furnish identifying data.

Article 4

Any dispute arising from the interpretation or application of this Agreement may be referred by any Contracting Party thereto to the International Court of Justice for decision.

Article 5

A Contracting Party may propose amendments to this Agreement. Amendments shall come into force for each Contracting Party accepting the amendments on acceptance by a majority of the Contracting Parties and thereafter for each remaining Contracting Party on acceptance by it.

Article 6

Any Contracting Party may give notice of its withdrawal from this Agreement two years after its entry into force by written notification to the Secretary-General of the United Nations. Such withdrawal shall take effect one year from the date of receipt by the Secretary-General of the notification.

Article 7

This Agreement shall be open for signature by States Members of the United Nations or of any of the specialized agencies or Parties to the Statute of the International Court of Justice, and by any other State invited by the General Assembly of the United Nations to become a party. Any such State which does not sign this Agreement may accede to it at any time.

Article 8

This Agreement shall be subject to ratification or approval by signatory States. Instruments of ratification or approval and instruments of accession shall be deposited with the Secretary-General of the United Nations.

Article 9

This Agreement shall enter into force upon the deposit of the second instrument of ratification, approval, or accession. It shall enter into force as to a State ratifying, approving, or acceding thereafter upon deposit of its instrument of ratification, approval, or accession.

Article 10

The Secretary-General of the United Nations shall inform all States referred to in Article 7 of signatures, deposits of instruments of ratification, approval, or accession, the date of entry into force of this Agreement, proposals for amendment, notifications of acceptances of amendments, and notices of withdrawal.

Article 11

The original of this Agreement, of which the Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations, who shall send certified copies thereof to all States referred to in Article 7.

In witness whereof the undersigned, being duly authorized, have signed this Agreement.

Done at _____ this _____
day of _____, 196___

UNITED NATIONS

GENERAL ASSEMBLY

Distr.
GENERAL

A/AC.105/21/Add.2
21 May 1965

ORIGINAL: ENGLISH

COMMITTEE ON THE PEACEFUL USES OF
OUTER SPACE

REPORT OF THE LEGAL SUB-COMMITTEE ON THE WORK OF THE SECOND PART OF ITS THIRD SESSION (5-23 OCTOBER 1964) TO THE COMMITTEE ON THE PEACEFUL USES OF OUTER SPACE

ADDENDUM TO ANNEX IV

Summary of views expressed in Working Groups I and II

Note by the Secretariat

The present document is a continuation of the summary contained in annex IV of document A/AC.105/21. The views summarized herein are those expressed by individual delegations in Working Groups I and II and should in no event be considered as representing views of either Working Group itself.

PART I

Assistance to and return of astronauts and space objects

Summary of points raised in discussions of Working Group I (continued)

A. Observations of a general nature

Views expressed

(a) Humanitarian and other reasons require States to render assistance to astronauts making emergency landings. Such assistance should not be left entirely to the discretion of particular States, but rather be embodied in the form of an international agreement.

(b) The purpose of the Agreement is to lay down a set of international standards to be applied in all countries in case of astronauts' emergency landings and these standards should not be susceptible of different and subjective interpretation.

(c) The Agreement should not contain any provision which would prejudice the sovereign rights of States or entail financial obligations, otherwise a wide acceptance of the Agreement would be adversely affected.

(d) Both the Agreement on assistance and the Agreement on liability use such terms as "liability", "damage", "launching State", "spacecraft", "astronauts", "journey", "space object", "incident", "official announcement of launching", etc. The meaning of the same term in the two agreements should not differ; hence it is necessary to include an identical set of definitions in both agreements. The same applies also to preambular paragraphs and final clauses of the two Agreements.

(e) The Agreement on assistance and the Agreement on liability should be prepared simultaneously since they deal with two aspects of the same problem. In its resolution 1963 (XVIII) the General Assembly recognized this essential relationship between both subjects when it instructed the Outer Space Committee to deal with both assistance and liability together and on equal footing.

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	A/AC.105/C.2/L.2/Rev.2	A/AC.105/C.2/L.9	WG.I/17/Rev.1
B. General duty	USSR proposal	USA proposal	Australian and Canadian proposal
	Article 1 (1)	Article 2 (1)	Article 1

Views expressed

(a) The Agreement should contain three types of general obligations : assistance to astronauts, return of astronauts and return of space objects. This would correspond to the Declaration of Legal Principles. An article on general duty should therefore include, in addition to the obligations to assist astronauts and salvage space objects, the obligations to return astronauts and space objects.

(b) There is no need to make reference in Article 1 to all obligations provided for in the Agreement, suffice it to include reference only to two general obligations (i.e., assistance to astronauts and salvage of space objects), as was done in the USSR draft, with detailed provisions set forth in further articles.

(c) A cardinal point of the Agreement is assistance to astronauts and this is best reflected in the article on general duty contained in the USSR draft.

(d) The enumeration of means of assistance in the USSR draft could not be exhaustive and would not be sufficiently useful.

The enumeration in the USSR draft is logical and useful since it serves to explain the meaning of the expression "all possible assistance" by way of illustration and might thus dispel possible doubts as to what particular type of assistance is to be rendered under the Agreement.

(e) It would be more appropriate to incorporate the enumeration in another article, e.g., Article 3 which contained detailed provisions concerning assistance to astronauts.

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(f) The phrase "unless otherwise requested by the State of Registry or international organization responsible for launching" in Article 1 (2) of the USA draft is at variance with the general spirit of the Agreement.

It is not proper to include this expression at the beginning of an article on general duty which should be drafted in a positive form.

The expression is not in accordance with general principles of law, in particular the panel and maritime law, since all those concerned, e.g., the captains of ships at sea, are obliged to render all possible assistance to persons in distress under panel codes and international conventions.

(g) All astronauts should be entitled to the same assistance regardless of their nationality and that of space vehicles.

(h) The general duty to render all possible assistance should arise only in the case of peaceful activities.

(i) The term "astronauts" is preferable to the terms "crew" and "personnel". It means all those persons who have been in outer space and have performed there certain duties.

(j) The term "crew" is relevant for the purpose of the Agreement since only in the distant future will space objects be used for pleasure trips.

(k) A doctor aboard a spaceship belongs to its crew as is the practice in the case of the crew of a vessel.

(l) The expression "persons aboard the space vehicle" might be used in the Agreement instead of the terms "astronauts", "personnel" or "crew".

(m) The term "personnel" is wider than the term "crew" and thus more preferable for the purpose of the Agreement.

(n) The uncertainties with regard to the meaning of such terms as "astronauts", "crew", "personnel", etc., prove the usefulness of a special article on definitions.

(o) The expression "persons on board the spacecraft" proposed to replace the term "personnel of the spacecraft", would hardly be acceptable as a term indicating the beneficiaries of the Agreement since these persons may abandon the craft before landing and consequently there will be no persons requiring assistance under the Agreement.

Article 1 (2)

Views expressed

(a) Reference to "foster international cooperation" in the USSR draft might be transferred to the preamble.

(b) By referring to international cooperation in the conduct of operations to find and salvage space objects, the wording of Article 1 (2) of the USSR draft is so general that it is not clear whether this paragraph imposes a duty to search for space objects.

(c) It is inappropriate to provide for a general duty to search and find space objects.

(d) Article 1, paragraph 2 of the USSR draft, if it is included in Article 1 at all, might need to be supplemented by reference to the two other general duties imposed in the Agreement, i.e., to return both astronauts and space objects.

(e) The phraseology of Article 1, paragraph 2 of the Soviet draft is deliberately made general to reconcile different views on the matter of salvage of space objects without man on board.

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C. Notification of accident	USSR proposal	USA proposal	Australian and Canadian proposal
	Article 2	Article 1 (1)	Article 2

Views expressed

(a) The expression "shall do their utmost" in the USSR draft implies that the State liable to take steps under Article 2 shall try in every possible way to ascertain to whom the spaceship belongs and send information by cable or other means.

(b) The information which the launching States are now sending to the Secretary-General under General Assembly resolution 1721 (XVI) is not adequate for the purpose of identifying the spaceships. The Agreement should provide for more effective system of notification.

(c) The announcement of the launching of space objects should be made immediately after the launching or as soon as the launching has been made successfully.

(d) The provision in the USSR draft concerning notification of accident means that the notifications to the State concerned and to the Secretary-General constitute two parallel actions independent of each other. Consequently, the Secretary General is to be informed in cases when there is no possibility to notify the State concerned.

(e) The expression "in any event" in the Australian and Canadian draft which stressed the obligation to inform the Secretary-General would have an unfavourable nuance with regard to the obligation to notify the States concerned.

(f) Since it might be difficult to identify the State which officially announced the launching, the notification to the Secretary-General might have priority over the notification to the State concerned.

(g) The Agreement should provide for obligatory registration of the launchings of space objects.

(h) The words "in some way" in the USSR draft are redundant.

(i) The USSR draft which provides that the contracting State shall notify the State concerned "and shall in addition immediately notify" the Secretary-General could be understood to mean that the notification to the Secretary-General is dependent on and made after the notification to the State concerned.

(j) The notification to the Secretary-General would contribute to the efficiency of dealing with the matter of identification since by relying on the information received by the Secretary-General from the launching States it would be possible to identify without delay the nationality of the spaceship concerned.

(k) The words "in its territory" should be added after the words "an emergency landing" in the USSR draft.

(l) The suggestion in paragraph (k) is contrary to the concept of broadening the scope of obligation under the Agreement. In particular the addition of the words "in its territory" would mean that a State which may have knowledge of an emergency landing on the high seas would have no obligation to give notification under the Agreement.

D. Assistance in territory of Contracting Party	USSR proposal	USA proposal	Australian and Canadian proposal
	Article 3 (1)	Article 2 (2)	Article 3 (1)

Views expressed

(a) The expression "territory under the jurisdiction or control of a Contracting Party" in the Australian and Canadian proposal has a slightly wider coverage than the expression "territory of a Contracting State" used in the USSR draft. The former expression covers, for instance, trust territories which are obviously under jurisdiction and control of a State although they do not constitute its proper territory.

(b) It would be preferable to use the words "under the jurisdiction or control of a Contracting Party" since trust territories do exist and form part of the provisions of the UN Charter.

(c) Both the USSR and Australian and Canadian drafts pay due regard to the concept of sovereignty of States under international law inasmuch as the State of landing is required to take measures of assistance.

(d) As distinguished from the USSR and Australian and Canadian drafts, the USA draft makes the launching State primarily responsible for assistance in the territory of a foreign State. This contradicts the concept of sovereign equality.

(e) The words "subject to control by its own authorities" in the USA draft may give rise to differences in interpretation since it is not clear from the wording whether permission to provide measures of assistance must be given by those authorities; whether all measures of assistance are under control by the authorities of the State of landing, or whether these words mean that the personnel of a spacecraft is under jurisdiction of the State where the landing has taken place.

(f) The words "subject to control by its own authorities" in the USA draft are designed to underscore that the provision of assistance within the territory of another State is subject to the latter's control, whether undertaken directly or indirectly, and to remove any danger of interference in or encroachment on the sovereign right of the State of landing.

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(g) The provisions of Article 2 (2) of the USA draft implies that a Contracting Party shall permit the authorities of the State of registry or international organization responsible for the launching of a space vehicle to provide measures of assistance in any event, even in the cases when this Contracting Party is able to take necessary measures for itself without outside help. These provisions may also be understood as prescribing that aircraft, equipment or personnel of a launching State shall be permitted entry into areas prohibited for such State. For these reasons, if included in the Agreement, the provisions of Article 2 (2) of the USA draft may create possibilities for intervening in internal affairs of the Contracting Parties.

(h) The provisions of Article 2 (2) of the USA draft should be included in a final draft of the Agreement since even in the absence of a request from the landing State the launching State will still be interested in rendering assistance and has a right to participate in the rescue operations. This corresponds to the established procedures in aviation.

(i) The words "within the limits of the means at its disposal" in the USSR draft are redundant.

(j) The phrase "owing to accident or distress" in the USSR draft is redundant if there are no other causes for emergency landing. If there are other causes, then "accident" and "distress" are merely examples.

Article 3 (2)

Views expressed

It would be difficult for those Contracting Parties which have no astronauts of their own to implement the obligation laid down in Article 3 (2) of the USSR draft. It was therefore suggested that the following alternative wording might be considered : "The assistance to be furnished when necessary by one Contracting Party to the personnel of spacecraft of another State shall be without regard to the nationality of such personnel."

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Article 3 (3)

Article 3 (2)

Views expressed

(a) The present wording of Article 3 (3) of the USSR draft and of Article 3 (2) of the Australian and Canadian draft is satisfactory as long as it is understood that a State in whose territory the astronauts have landed is the only authority to decide whether it is able or unable to carry out the necessary rescue operations unaided.

(b) Apprehensions as to the limitation of sovereignty of the Contracting Parties by the USSR and the Australian and Canadian drafts are unfounded. Under these drafts a Contracting Party is free to decide on whether or not it can carry out the rescue operations unaided. The obligation to request cooperation arises only when that Party declares that it cannot assist the astronauts without outside aid.

(c) To say that the State "shall request" cooperation implies an obligation which might be controversial since the same rescue operations adequate in the opinion of the State in whose territory the astronauts have landed may be considered inadequate by the launching State. The replacement of the word "shall" by the word "may" could help to avoid such controversies.

(d) The substitution of the words "may request" for the words "shall request" is of no significance so long as the context makes it clear that the State of landing will decide on whether or not to make the request.

(e) The proposed substitution of the words "shall request" in the USSR draft by the words "may request" does not seem to be quite felicitous because it is undesirable that a State which is unable to provide assistance would be under no obligation to request help. For this reason it might be considered appropriate to incorporate in the second part of the paragraph an idea that if a State is unable to provide for assistance, necessary cooperation should be given by the launching State or another State having appropriate means to carry out rescue operations.

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(f) To make it clear that only the State in whose territory the astronauts have landed should decide upon the necessary measures to be taken to rescue the astronauts, it appears to be advisable to substitute the words "is unable to carry out" in the USSR draft by the following words: "decides that it is unable to carry out".

(g) The Agreement should also provide for the cases when the State in whose territory the astronauts have landed may find desirable to ask for assistance in carrying out rescue operations not from or not only from the launching State but also from neighbouring or adjacent States which would be able to furnish necessary assistance.

(h) The possibility to ask for assistance from a third State is not excluded in the USSR and the Australian and Canadian drafts.

(i) Provision might be made in the Agreement to the effect that a Contracting State in whose territory the astronauts have landed should first of all establish contact with the launching State and, in the absence of any objection from the latter State, might apply to a third State with request for special services, such as the provision of the means of transportation. For example, if a space object launched by the United States has landed in Nepal, the latter should establish contact first of all with the United States. In order to undertake rescue operations promptly and subject to the agreement of the United States, Nepal may then request the Chinese People's Republic to provide necessary assistance.

(j) Although Article 3 (3) of the USSR draft recognizes that a State in whose territory the astronauts have landed is the only authority to decide whether it is able or unable to carry out the rescue operations unaided, it is nevertheless not clear who is to decide whether this State has effective means for the carrying out of the necessary rescue operations.

(k) The State in whose territory the astronauts have landed should decide whether to conduct rescue operations itself or to request outside help.

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(l) An article on assistance in the territory of a Contracting State should make it clear that if this State is unable to carry out the necessary rescue operations, it must immediately seek outside help.

(m) There is no need to include reference to international organizations as an assisting party since no international organizations would be able to take more effective steps than States in rescuing astronauts.

(n) It would be unreasonable not to cover international organizations since there are international organizations (e.g., WHO) which have the means to assist astronauts in distress.

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E. Assistance outside territory of Contracting Party	USSR proposal	USA proposal	Australian and Canadian proposal
	Article 4	Article 2 (1)	Article 4

Views expressed

(a) The opening words in Article 4 of the USSR draft imply that the obligation to render assistance arises only if astronauts have alighted owing to accident and distress and that this obligation does not cover cases of deliberate landing. For this reason the words in question might need to be redrafted along the lines of the Australian and Canadian proposal to make it quite clear that States have the duty to conduct search and rescue operations not only for astronauts who have landed on the high seas owing to accident or distress but also for astronauts who, while aiming at a landing on the high seas, over-shoot or under-shoot their intended place of landing.

(b) It appears desirable to clarify further the relationship between the launching State and search and rescue operations on the high seas to the effect that the launching State would not preclude other States from conducting these operations on the high seas.

(c) When astronauts alight on the high seas owing to accident or distress, the necessary measures of assistance should be provided promptly and in an organized way. This can be achieved only if the rescue operations will be directed by the launching State or any other State designated by the launching State. The provisions of the USSR and the Australian and Canadian drafts seem to satisfy the requirement of prompt assistance.

(d) The amendment by the United States to the Australian and Canadian draft (WG.I/27) while emphasizing the idea of international co-operation is intended to avoid implication that instrumentalities of one State might be subject to direction or control of another State. On the other hand, this amendment emphasizes the idea of cooperation so that States which are in a position to carry out rescue operations will coordinate their activities.

(e) It appears preferable to replace the word "direction" in the second sentence of the Australian and Canadian draft by the word "coordination" which would imply that the search and rescue operations shall be carried on under the guidance of the State of registry or international organization responsible for the launching.

F. Duty to return personnel	USSR proposal	USA proposal	Australian and Canadian proposal
	Article 5	Article 3	Article 5

Views expressed

(a) The obligation to return under the Agreement should arise only in case of peaceful activities. In the case of non-peaceful activities, no obligation needs exist and methods and procedures which are in common use such as negotiations between the States concerned should be employed.

(b) The Agreement should contain provision to prevent misuse of outer space, and the reference in USSR draft to the Declaration of Legal Principles is aimed at serving this purpose. Such a reference is also useful in view of a proposal to make the return of astronauts conditional on their compliance with the law of the State in whose territory they have landed.

(c) The provisions of the Declaration which have direct relation to the Agreement are paragraphs 1, 4 and 5.

(d) As distinguished from the USSR draft, paragraph 9 of the Declaration of Legal Principles does not contain limitations on duty to return astronauts. According to the Declaration, astronauts making emergency landings should be returned unconditionally. In this connection it is difficult to see how a particular launching may be considered as in accordance with or in violation of the Declaration. The inclusion in the Agreement of the reference to the Declaration as a qualifying factor in the return of astronauts would be tantamount to the adoption of provision open to a wide variety of subjective judgements and interpretations.

(e) Instead of the reference to the Declaration of Legal Principles as provided for in the USSR draft it appears to be sufficient for the purpose of the Agreement to have a special paragraph in the preamble by which the principles of the Declaration could be affirmed or recognized.

(f) As distinguished from space objects, astronauts should be returned to the launching State in any case even though the space craft

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concerned has not been launched in accordance with the Declaration of Legal Principles.

(g) The astronauts cannot be detained by a foreign State because it is a humanitarian duty to return them to the launching State.

(h) The obligations to render assistance to astronauts in distress and to return them are both of humanitarian character. But the obligation to return astronauts is to be considered secondary to the obligation to rescue them and to render them assistance which is unqualified.

(i) Although the State on whose territory astronauts and/or space objects have landed should be primarily responsible for their return to the launching State, in certain cases the latter might be in a better position to make arrangements for the return than the State on whose territory they were found.

(j) The wording in the USSR draft implies that the personnel of a spacecraft should be returned to the capital or at least to the border of the launching State. The wording in the Australian and Canadian draft appears to be preferable since it permits more flexible interpretation, such as that the personnel of a spacecraft may be returned to authorized persons or agencies of the launching State, e.g., its embassies.

(k) The astronauts should be returned to the country of their origin or nationality when their spacecraft is launched by an international organization.

(l) The astronauts should be returned to an international organization concerned regardless of their nationality.

(m) It should be borne in mind that the personnel of spacecraft launched by international organizations are international organizations' officials which have the legal status of international public servants. They may live in the country where the headquarters of an international organization concerned are situated. Consequently it would be hardly appropriate to return such astronauts to the country of their nationality.

(n) It is not clear from the Australian and Canadian proposal to whom the personnel of a spacecraft should be returned in the case when the astronauts are not nationals of the State of registry and the

international organization launched the spacecraft in question using the territory of one State and the nationals of another.

Should the personnel be returned to the State of registry or the international organization or to the State of which the astronauts are nationals?

(o) The question raised in paragraph (n) above shows complications which may arise if provisions on international organizations are included in the Agreement.

(p) The expenses to be defrayed by a Contracting Party in returning the personnel of a spacecraft to the launching State which is geographically situated far away from that Contracting Party, may be heavy, especially if taking into account that the number of space flights will increase considerably in the future and the necessary search operations may be very costly. The Agreement should therefore provide for reimbursement by the launching State of the expenses incurred by a Contracting Party in returning the personnel of a spacecraft.

(q) The present formula in the USSR draft permits flexible approach to the question of defrayal of the expenses for the return of astronauts to their own country. In the event of heavy costs of the astronauts' return, it would be in accordance with this formula, for instance, to request a diplomatic mission of the launching State in the country concerned to incur the expenses of transportation of astronauts to their own country.

(r) The Agreement, like other agreements in maritime law, should contain no provision concerning reimbursement of expenses for the return of the personnel of the spacecraft to the launching State.

(s) A Contracting Party should not be obliged to return astronauts who have committed crimes within its jurisdiction. It is therefore proposed to add the following words at the end of Article 5 of the Australian and Canadian draft:

> "except those persons who have committed any offence which is within the jurisdiction of that Party".

(t) It goes without saying that if an astronaut commits an offence on the territory of a foreign State he must be prosecuted under

the law of that State. However, it would be hardly advisable to include a provision to this effect in the Agreement of a humanitarian nature which treats astronauts as envoys of mankind in outer space.

(u) A general wording such as that used in the French Amendment (WG.I/28) is preferable to a specific provision concerning commission of offences.

G. Return of space objects	USSR proposal	USA proposal	Australian and Canadian proposal
	Article 6(1)	Article 1(2)	Article 6(1)

Views expressed

(a) If a Contracting Party notifies a State concerning the discovery of a space object, such notification should not prejudge the question of ownership of the space object. It is possible that after the notification is made, the object is found to belong to a State other than that notified.

(b) Duty to return space objects under the Agreement should not apply to the objects which have not been launched for peaceful purposes. For this reason it was proposed to insert in Article 6 (1) of the Australian and Canadian draft after the words "into outer space" the following: "for peaceful purposes".

(c) When an international organization is responsible for the launching, the notification of the discovery of a space object should be made, and the object should be returned, to a State member of that organization. This would permit the Contracting Parties to avoid assuming obligations towards international organizations which are generally not Parties to the Agreement. It would be simpler for a Contracting Party to assume obligation on notification and return only with regard to another State from whose territory the space object of an international organization was launched, and the latter State is free to notify the international organization of the discovery of a space object and to return it to the organization under some arrangement between them.

	Article 6(2)	Article 3(2)	Article 6(2)

Views expressed

(a) The reference to the Declaration of Legal Principles or the inclusion of a broader expression concerning the use of outer space for peaceful purposes only is quite justified, since the Agreement should

apply only in case of peaceful activities of States in outer space which constitutes the essence of the Declaration.

(b) The reference to the Declaration of Legal Principles in the Agreement would represent limitation of the obligations under the Agreement. However, this limitation is similar to the limitation placed by the Declaration of Legal Principles on the activities of States in outer space. Objection to such a reference is not justified since the Agreement develops some of the Declaration's provisions.

(c) An obligation to return space objects as laid down in Article 6(2) of the Australian and Canadian draft should not be regarded as absolute. A Contracting Party which took possession of a space object is required to return this object only if it is convinced that the object really belongs to the State of registry or international organization responsible for the launching which has requested its return.

(d) The obligation to return space objects should be laid down in such a way that a Contracting Party which may or may not have technical means to effect the return could choose between returning these objects and placing them at the disposal of a launching State.

(e) The obligation of a Contracting Party to return a space object should not entail an obligation to provide transportation for such object.

(f) It is imperative to make it obligatory upon the launching State to remove space objects from the territory of another State even if it might not be very interested in their return, especially in cases of the hazards of atomic radiation.

Article 6(3) Article 6(3)

Views expressed

(a) Both with regard to an obligation to notify of the return of space objects to earth and with regard to an obligation to return these objects, the question arises how to identify the State concerned, especially if it is impossible to identify the State of origin by examining the space object. For these reasons it appears to be appropriate

to provide in the Agreement that proper information concerning the launchings of space objects should be given to the Secretary General of the United Nations who would thus be able to serve as a clearing house where appropriate inquiries as to the identification of space objects could be made.

(b) The obligation to return space objects should be made conditional upon an obligation on the part of the launching State to provide adequate information through registration with the United Nations or by any other appropriate means.

(c) The Agreement should make it obligatory on the part of the launching States to inform the depository about a projected launching, it being the task of the depository to inform all the States of the date and time of launching and to give the description of the spacecraft and the crew. This would assist the States on whose territory the objects might land or be otherwise found to identify them and establish communication with the launching State.

(d) Each launching of an object into outer space should be registered with the Secretary General of the United Nations. Such registration should contain sufficient information to facilitate identification of the space object. Since the provision of this information is more important than the announcement of launching, the Agreement should establish an obligatory registration system which would require a launching State to furnish immediately the necessary data to the Secretary General for the identification of the space object.

(e) It is outside the scope of the Agreement to provide for obligations concerning the registration of launchings with the Secretary General of the United Nations.

Article 6(4) Article 6(4)

Views expressed

(a) The launching State should reimburse the expenses incurred by a Contracting Party not only in the return of space objects but also in their recovery, including cases where recovery operations have not had a useful result.

(b) The expenses incurred by a Contracting Party in the recovery of space objects should be reimbursed by the launching State only when services rendered have had a useful result, as this is a generally accepted rule in the field of maritime law.

(c) Provision should be made for reimbursement of expenses incurred by States not only in the returning of space objects, but also in their search and recovery so that the principle of compensation under the Agreement would correspond to that accepted in the field of civil aviation and maritime law.

(d) The return of a space object should not be subject to any link between this return and the reimbursement for damage caused by the space object. However, the Agreement should at least contain a provision concerning the method of compensation.

(e) The inter-relationship between return and compensation should at least be left to the conclusion of supplementary agreement.

H. Settlement of disputes	USSR proposal	USA proposal	Australian and Canadian proposal
		Article 4	

Views expressed

(a) The disputes arising from the application of the Agreement are hardly probable and if they did arise, they might be settled between the interested States by usual methods.

(b) The Agreement should afford the widest possible choice of the means of settlement of disputes, including direct negotiations between the parties concerned as the most suitable method of dealing with disputes.

(c) The article on the settlement of disputes in the Agreement should be drafted on the lines of the provision of Article 33 of the United Nations Charter.

(d) The practice of the last several years shows that the majority of States at international conferences has rejected the inclusion of the compulsory jurisdiction of the International Court of Justice as a mode of settlement of disputes in the conventions drafted by these conferences. There seem to be no grounds to believe that the attitude of the States towards the compulsory jurisdiction of the Court will be different in case of an internaticnal agreement on assistance to astronauts.

(e) The inclusion of a provision in the Agreement for the compulsory jurisdiction of the International Court of Justice would prevent many States from becoming parties to this Agreement.

(f) According to the United States draft, reference to the International Court of Justice would be the only means for the settlement of disputes arising from the application of the Agreement. It would thus exclude other means, such for instance as arbitration, which might be preferable to apply on many occasions.

(g) A dispute arising from the application or interpretation of the Agreement may involve international organizations which may not be parties in cases before the International Court of Justice. For this reason it is desirable to include in the Agreement also a provision concerning arbitration if an international organization is a party to a dispute.

(h) Any dispute of a technical character with respect to the application of the Agreement, e.g., the establishing as to whom belongs space objects, should be settled by an arbitration commission. This commission is to be composed of three experts, with each party to the dispute nominating one member of the commission and the Secretary General of the United Nations appointing the third member as chairman of the commission. The members of the commission are to be chosen from a roster of experts appointed by all Member States which is kept by the Secretary General. In addition to this specific provision, the United States draft is acceptable since it does not exclude means of settlement other than resort to International Court of Justice.

(i) Since disputes arising out of the application of the Agreement may be of a technical character requiring special knowledge for their solution, it seems desirable to provide for the possibility of the setting up of a committee of experts which would be competent to deal with such controversies and on which interested States should be represented.

(j) Reference to the International Court of Justice should be made at the request of either party to the dispute.

I. Parties to agreement, signature and accession	USSR proposal	USA proposal	Australian and Canadian proposal
	Article 7	Article 7	

Views expressed

(a) With regard to the question of the parties to the Agreement, any agreement concluded under the auspices of the United Nations should follow the practice as accepted at the United Nations.

(b) If the clause concerning parties to a treaty, which is customarily used in the international agreements concluded under the auspices of the United Nations, is used in the Agreement on assistance and return, it would deny admission to a number of sovereign States on whose territory astronauts may land and thus the lives of astronauts may be unnecessarily endangered. Moreover, it is not in accordance with the principle of universality enshrined in the UN charter, and such a restrictive provision is contrary to the humanitarian character of this Agreement.

(c) It would obviously be in the interest of the launching States if all States were to be parties to the Agreement.

(d) It is not within the competence of the Legal Sub-Committee to discuss the question of the parties to the Agreement. This question should be left to decision by the General Assembly.

(e) The clause concerning parties to the Agreement is not only of a political but also of a juridical character. It deals with a question of substance, as any other provision of the Agreement does. Therefore it is within the terms of reference of the Legal Sub-Committee to discuss this question and to find a compromise formula which could be acceptable to all without prejudice to the interests and prestige of States.

(f) Final clauses of the Agreement constitute an integral part of this Agreement. Consequently, the Legal Sub-Committee is undoubtedly competent to draft, as one of the final clauses of the Agreement, an article on the parties to this Agreement.

J. Ratification and depositary	USSR proposal	USA proposal	Australian and Canadian proposal
	Article 8	Article 8	

Views expressed

(a) The provision concerning a depositary should be in accordance with the usual procedure applied at the United Nations.

(b) The provision concerning depositaries drafted on the lines of the Test-Ban Treaty signed in Moscow on 25 July 1963 should in substance be acceptable.

(c) The Test-Ban Treaty of 25 July 1963 is not concluded under the auspices of the United Nations and therefore its provisions on depositaries are not relevant to the Agreement on assistance.

(d) The Agreement prepared within the framework of the United Nations should be deposited with the Secretary General.

K. Entry into force	USSR proposal	USA proposal	Australian and Canadian proposal
	Article 9	Article 9	

Views expressed

The provisions of articles on entry into force in the USSR and the USA drafts are similar in substance. However, the wording of the USA draft is preferable since it contains the term "approval" which corresponds to the statutory provisions of certain States (e.g., France).

L. Notification by depositary	USSR proposal	USA proposal	Australian and Canadian proposal
	Article 10	Article 10	

Views expressed

An article concerning notifications by the depositary should be placed at the end of the Agreement; in any case, it should be included after articles on amendments to and withdrawal from the Agreement.

M. Amendments	USSR proposal	USA proposal	Australian and Canadian proposal
		Article 5	

Views expressed

(a) It would be preferable that amendments should come into force for each Contracting Party accepting the amendments on acceptance by a two-thirds majority of the Contracting Parties rather than by a simple majority as it is provided for in the USA draft.

(b) The amendments procedure in the USA draft represents a mixed system as compared with the corresponding provisions in the Chicago Convention on International Civil Aviation (1944) and the Paris Convention on the Regulation of Aerial Navigation (1919).*/ It would be better to include in the Agreement the procedure taken either from the Chicago convention or from the Paris convention.

(c) The language of the USA draft is not acceptable since it would mean that the majority of the contracting parties could impose obligations on other parties to the Agreement.

(d) It is clear from the last words of Article 5 of the USA draft that it is not the intention of this draft to impose any amendment on those contracting parties which do not accept the amendment.

(e) If the Agreement provides for the application of amendments to all contracting parties on acceptance by a simple or qualified majority, then it should include, as an alternative to this procedure, a clause concerning its revision.

(f) The Agreement should provide for the possibility of its review ten years after its entering into force.

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*/ Article 94 of the Chicago Convention provides that any proposed amendment to the Convention shall come into force in respect of States which have ratified such amendment when ratified by the number of contracting States specified by the Assembly which shall not be less than two-thirds of the total number of contracting states.

Article 35 of the Paris Convention stipulates that any proposed modification of the Articles of the Convention must be formally adopted by the contracting States before they become effective.

N. Withdrawal from agreement	USSR proposal	USA proposal	Australian and Canadian proposal
		Article 6	

Views expressed

(a) The right to withdraw from an international agreement entered into by a State follows from the principle of sovereignty and consequently it is quite natural to have an article to this effect in the Agreement.

(b) No State can be compelled to remain forever in the Agreement. Therefore it must contain a clause governing the procedure, conditions and consequences of withdrawal from the Agreement.

O. Authentic text and deposit of agreement	USSR proposal	USA proposal	Australian and Canadian proposal
	Article 12	Article 11	

Views expressed

Being drafted in five languages the Agreement may contain certain divergencies between its authentic texts. For this reason, it appears advisable to single out one of the authentic texts as the text to be relied upon in the event of possible differences in interpretation of the different texts of the Agreement.

PART II

Liability for damage caused by objects launched into outer space

Summary of points raised in discussions of Working Group II (continued)

A. States and international organizations made liable and question of joint liability	Belgian proposal	United States proposal	Hungarian proposal
	Article 3 Article 6	Article II (1) and (4) Article III	Article VII Article VIII

Views expressed

1. States liable

a. State from whose territory the object is launched

(1) A State which merely provides territory or facilities for the launching, but which does not otherwise participate in the launching should not be made liable.

Should liability be so imposed, States would be reluctant to provide their territories or facilities for launchings by others. It would promote international co-operation to exclude such a State from liability.

(2) Where two or more States together undertake a launching (for example, if one provides the rocket and the other the space object, or if the entire launching is conducted by several States under a joint programme) then the imposition of "joint liability" on all is well founded, as all are involved as participants in the launchings.

However, in a case in which a State merely lends territory or facilities for a launching by another State, it would be inappropriate to impose joint liability on both States, as it was in fact a launching by a single State, on territory merely provided by the other.

(3) It is true that the State from whose territory an object is launched could make appropriate arrangements with the launching State as regards liability. Yet it would be preferable to provide for a uniform standard in regard to such situations through a multilateral convention, rather than to leave such situations to be regulated by bilateral agreements whose terms would vary.

(4) All those connected with a launching, including the State from whose territory the launching was effected, should be made liable.

States connected with a launching would no doubt make appropriate arrangements for meeting compensation payments through perhaps the establishment of a fund.

This would tend to promote more meaningful international co-operation.

(5) In international law a State which permits its territory to be used for an activity likely to cause damage to another State would be liable for such damage should it occur. Therefore a State from whose territory a launching is effected should be made liable under the Convention.

(6) It was possible that a private entity, not authorized by its own State to conduct a launching, might enter into arrangements on its own accord with another State to conduct a launching from the latter's territory. In such a situation the State from whose territory the launching was effected should be made liable.

b. State which owns the object

(1) The State which owns the object should also be made liable. There could be instances in which the cause of the damage was not a defect in the launching but rather a defect in the space object. The State which owned the object would have had, through arrangements made with the manufacturers of the object, control over its construction, and it should therefore bear responsibility for defects in the space object.

(2) The State which owned the object was probably the wealthiest of the States participating in a joint launching, and it should also be made liable.

(3) The owner State and the launching State would no doubt make arrangements as between themselves on the matter of liability. A State suffering damage should be entitled to present a claim against the owner State as well.

(4) If one were to provide for the liability of the owner State as well, there would be a multiplicity of possible respondents, and this would tend to confuse a claimant State.

(5) The owner State should be made liable only if it should have assumed control over the launching.

(6) The fact that the owner State would have had control over the construction of the object was not a reason for imposing liability upon that State.

This was an aspect which was also considered in the preparation of the Rome Convention on the Liability of Foreign Aircraft for Damage Caused to Third Parties on the Surface, and liability, in thatConvention, was imposed

upon the operator of the aircraft; emphasis being laid upon the person who was operating the aircraft at the time the damage was caused and not upon the party responsible for the construction of the aircraft.

(7) It was possible that several States might participate in the manufacture of a space object (some perhaps by undertaking experiments in respect to its construction), and it would be difficult in such circumstances to identify which State was the owner.

It was essential to ensure that the Convention provided the State suffering damage with a simple and expeditious remedy.

Solutions of any kind are never entirely complete. A simple and clear solution should be preferred.

c. State which controls the object

(1) The State which controls the object, after a successful launching, should also be made liable.

A space object could, for example, cause damage after having been in orbit for several years. In these circumstances, it would be reasonable to impose liability on the State which was exercising control over the object at the time the damage was caused.

(2) Control over space objects is a matter referred to by the General Assembly in paragraph 7 of the Declaration of Legal Principles. The Declaration, for example, provides that the State on whose registry an object launched is carried shall retain jurisdiction and control over such object.

d. State which manufactures or sells the object

A State which manufactures or sells a space object but does not otherwise participate in its launching should not be made liable.

The arrangements regarding manufacture or sale should be regarded as matters solely between the State manufacturing or selling the space object and the owner State.

e. State which provides nationals to participate in launching of object by another State

(1) The participation of technicians, who were simply the agents or servants of the launching State, should not engage the international liability of the State of which they were nationals.

(2) A State should only be made liable if it officially provided technicians to participate in a launching by another State.

f. State in whose name the object is registered (State of registry)

(1) The State informing the Secretary-General of the launching of a space object and providing data to the Secretary-General for identification of the object, namely, the State of registry, should be the only State made liable under the Convention.

This would be a simple and clear solution.

The States connected with the launching would then no doubt agree on the State which is to be the State of registry and as to how each of them would contribute toward any amount for which the State of registry might become liable.

A claimant State would not be confused then as to the State to which it would present its claim; and the States participating in the launching would not experience difficulties under such an arrangement.

(2) In designating the States which would be liable for damage, one should seek to identify those States which would be connected with the cause or source of the damage. This was appropriate in a convention dealing with liability for damage. Considered in this light, the concept that the State of registry alone should be liable appears to be inappropriate.

(3) A reference to registration should perhaps be inserted in the Convention, but it was inappropriate to provide for registration in a clause dealing with the States that would be liable for damage.

(4) To introduce the concept of the State of registry as the sole respondent would not be a satisfactory solution in the absence of an effective system of international registration accepted as obligatory by all the contracting parties.

In the absence of such a system of registration a claimant State might be left without remedy in a case in which registration had not been effected. In order then to provide a claimant State with a remedy in all cases (even in cases where there was no registration), the Convention would have to prescribe that certain States which had not registered would nevertheless be deemed to be States of registry, and this would also involve difficulties.

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(5) Defining which States should be made liable involved difficult problems. In this connection the suggestion that the State which registers the space object should alone be made liable was an attractive one. The registration of space objects was important for both the Convention on Assistance and Return and the Convention on Liability for Damage; and to provide for such a system of registration in a convention was desirable. To prepare Conventions on Assistance and Return and on Liability without in the first instance providing in a convention for such a system of registration seemed inadvisable.

(6) Consideration might perhaps be given to the preparation of a draft Convention on Registration, which might then be considered together with the draft proposals on liability. This might simplify the solution of the difficult problem of defining which States should be liable.

(7) Provisions on registration should be included in the Convention, which would merely confirm that each Member of the United Nations has undertaken to give prior notice of its launchings.

g. A single State only to be made, or to be presumed to be, liable

(1) Each of the three proposals refers to a number of States which should be made liable. This tends to cause confusion. It would be preferable if, under the Convention, only a single State, such as for example the State from whose territory the space object was launched, or the State of registry (i.e., the State informing the Secretary-General of the launching of a space object and providing data to the Secretary-General for identification of the object), was presumed to be liable. The States connected with the launching would then no doubt agree on which State should be the State of registry, and also on how each of them would contribute toward any amount for which the State of registry became liable. This would be a simple matter and would avoid the complexities involved in defining the various ways in which States might participate in launchings. Moreover, the State suffering damage would know quite clearly then which State should be made respondent.

(2) A presumption that a single State is liable would be inadequate. for the presumption would be rebuttable. Thus, a presumption that the State from whose territory the space object was launched was liable, would be inappropriate, for it might well be that that State had very little to do with the launching. It would be more reasonable to provide that the State of registry should be presumed to be liable; but such a presumption could not operate if no registration took place.

(3) To speak in this connection of a presumption of liability would be inappropriate. One is concerned here with identifying a particular State on which liability would be imposed under the Convention.

(4) It would not be advisable, from the point of view of those damaged, to provide that liability under the Convention should rest only upon a single State. Should, for example, the Convention designate the State whose territory is used as the single State to be liable, then the application of the Convention might be avoided by launchings being conducted from the territories of States not contracting parties to the Convention. A similar situation could arise in the case of an international organization launching an object from the territory of a member State which was not a contracting party to the Convention. Accordingly, it would be advisable to impose liability not on a single State, but on all States connected in one way or another with the space object.

(5) To impose liability upon a single State would mean that the claimant State would under the Convention have a remedy against only one State. The single State made liable would no doubt have made arrangements with other States participating in a ~~joint~~ venture for indemnification, but these arrangements would so far as the claimant State was concerned be res inter alios acta, and the claimant State would not be in a position, under the Convention, to recover compensation from any of the other States with which such arrangements had been made.

h. States participating in the undertaking

(1) To impose liability on all States "participating in the undertaking" would provide the State suffering damage with the widest possible choice of respondents and with the greatest opportunity of recovering compensation.

(2) The expression "participating in the undertaking" is a broad expression. Yet it would no doubt be reasonably interpreted, and it was unlikely that it would be interpreted to make a State liable for a launching merely because one of its nationals was engaged in the launching in a relatively unimportant capacity, such as for example a workman. Though it was quite likely that the State would be regarded as liable if one of its nationals was engaged in the capacity of a "Chief Engineer".

(3) The view that the expression would be reasonably interpreted and would engage the liability of a State only if one of its nationals participated in the capacity of a Chief Engineer, but would not engage the liability of a State if one of its nationals participated only as a workman, was not entirely satisfactory. For workmen themselves could be responsible for acts resulting in damage.

(4) If the question whether a State is liable should depend on whether its nationals participated in the launching in an important or unimportant capacity, it would be difficult to decide where to draw the line as between what should be regarded as an important capacity and what should be regarded as an unimportant capacity.

(5) It was true that the problem of exactly where one should draw the line was a problem to which the expression "participating in the undertaking" would give rise. Yet problems of this kind were inevitably encountered in any legal definition. The essential difference between the expression "participating in the undertaking" and the expression "procures the launching" was the fact that the latter was more restrictive, whereas the former was a much broader expression and would thus give a claimant State a much wider choice of respondents. The former expression should therefore be preferred.

(6) The expression "participating in the undertaking" was capable of a number of meanings, and the difficulties that would be encountered in that connection would seem to be more than the difficulties that would be encountered if the expression "launches or procures the launching" was used.

(7) The expression "participating in the undertaking" was too broad in scope and could entail the unreasonable result that through the participation of only one of its nationals a State might be made liable.

i. State which launches or procures the launching of an object

(1) A State "which launches" is intended in the United States proposal to mean the State having the primary responsibility for the conduct of the launching.

To "procure the launching" would mean to defray the cost of the actual launching. A State, therefore, which merely furnishes a space object for launching by another State, would not be regarded as having procured the launching.

The following examples would illustrate the matter:

(a) State A obtains the services of State B to launch a space object from the territory of State B. State A reimburses State B for its services.

In this example, both States A and B would be launching States in terms of the definition in the United States proposal. State B is a "launching State" because the space object was launched from its territory. State A obtained the services of State B and totally reimbursed State B for such services; thus State A would have defrayed the cost of the actual launching and have procured the launching.

(b) State B receives a rocket from State A, but State B conducts the launching from its own territory. [State B may have received the rocket from State A in a number of ways. State B may have purchased the rocket from a manufacturing company in State A; State A may have furnished the rocket to State B free of cost; State B may have had to reimburse State A for the cost of the rocket.]

In this example only State B would be a "launching State" in terms of the United States proposal, as State B, although it received the rocket from State A, conducted the launching itself, and from its own territory.

(c) State A furnishes a space object to State B. State B conducts the launching from its own territory.

In this example, only State B is a "launching State" in terms of the United States proposal, for State A merely furnished the space object to State B. It was State B that launched the space object, and from its own territory.

(d) A team of technicians provided by State A conducts a launching from the territory of State B.

In this example, both State A and State B would be launching States in terms of the United States proposal.

(e) State B receives a rocket from State A (either by purchasing it or because State A agrees to provide the rocket to State B free of cost) for launching from the territory of State B. Technicians from State A accompany the rocket as they understand the rocket and will facilitate the launching.

In this example State B would be the "launching State" in terms of the United States proposal because it had the primary responsibility for the launching itself. State A would not have procured the launching because it did not defray the cost of the actual launching, its assistance being only the furnishing of the rocket and a team of persons who as they had knowledge of the rocket would have facilitated the launching. This degree of participation would not constitute a procuring of a launching in terms of the United States proposal.

(2) The expression "procures the launching" is to be preferred to the expression "participating in the undertaking". For while there were certain difficulties that would be encountered in respect to the interpretation of the former expression, these were fewer than those that would be encountered in interpreting the latter expression. In the case of the latter expression a number of difficulties would arise in connection with determining what is participation and what is not participation.

(3) The concept of "launches or procures the launching" would seem to be a reasonable formulation which would lie somewhere between, on the one hand, the broad expression "participating in the undertaking" and, on the other, the concept of making or presuming a single State to be liable.

(4) The expression "procures the launching" is derived from the General Assembly's Declaration of Legal Principles (principle 8), and should therefore be retained in the United States proposal.

(5) The expression "participating in the undertaking" is to be preferred. While there were difficulties involved in the matter of its interpretation, this was true of any legal definition, and it had the merit of including within its meaning all types of participation. It would thus be a more desirable expression, from the point of view of the State suffering damage, than the expression "procures the launching" which is restrictive.

(6) If the expression "procures the launching" were used, the State which owns the space object would be excluded from liability under the Convention.

(7) If a number of States were involved in a launching with substantially equal degrees of participation, it would be difficult to determine which State "procured" the launching. Accordingly, it would be better to use the expression "participates in the undertaking".

j. Liability should be placed on the launching State, the State procuring the launching, the State providing territory, the State controlling the object after launching

The Convention should make the following States liable:

(1) The State which launches the object.

(2) The State which procures the launching in the sense that although the actual launching is carried out by another State the entire cost is borne by the first State.

(3) The State which has complete control over the object launched, once it has been launched.

(4) The State whose territory or facilities are used for the launching.

Mere ownership or possession of a space object or of its components should not give rise to liability.

The provision of technicians, who would simply be the agents or servants of the launching State, should not engage the international liability of the State of which they were nationals.

k. Liability should be placed on the launching State and the State providing territory for launching

The Convention should make only the following States liable:

(1) The State which effected the launching of the space object.

(2) The State from whose territory the launching took place.

This would adequately ensure that States suffering damage would be in a position to recover compensation.

It would not be necessary to make the State which controls the space object after its launching also liable, for in practice the State which would exercise such control would be the State which effected the launching of the space object.

2. International organizations

a. Non-governmental organizations

(1) The provisions relating to international organizations should relate only to intergovernmental organizations.

Organizations of a non-governmental character are dealt with in the General Assembly's Declaration of Legal Principles and are not dealt with in any of the three proposals.

(2) The activities of non-governmental organizations would in terms of the General Assembly Declaration of Legal Principles fall within the responsibility of States.

(3) The reference to international organizations in the United States proposal could be interpreted to include both intergovernmental and non-governmental organizations.

(4) The reference to international organizations in the United States proposal is to be regarded as denoting intergovernmental organizations and not non-governmental organizations.

b. International organizations should not only be subject to obligations under the Convention but should also be entitled to rights

International organizations could suffer damage as a result of space activities. They employed a large number of personnel and owned property, including installations and equipment, in many countries. Accordingly, they should not only be subject to obligations but should also be entitled to rights.

c. Encouragement of international organizations to accept obligations under the Convention

(1) The possibility of international organizations suffering damage was very limited, and they would not therefore have sufficient incentive to accept the obligations set out in the Convention. [The situation was different in the case of States. For the majority of States would not participate in space activities and thus would have every reason to join the Convention for they would enjoy benefits only under the Convention and would not be subject to obligations.]

It was, however, extremely important to ensure that international organizations engaging in space activities did accept obligations under the Convention. Consideration should therefore be given to the various ways in which international organizations might be encouraged or compelled to accept obligations under the Convention.

One method of doing so was for States parties to the Convention to specifically undertake in the Convention not to allow an international organization to launch space objects from their territories or facilities, unless the

international organization had accepted the obligations imposed by the Convention. This might prove effective, as it could be expected that most States would be parties to the Convention.

(2) Another possibility was to provide that all parties to the Convention who were constituent members of an international organization conducting space activities would endeavour to ensure that the international organization made a declaration of acceptance of obligations under the Convention.

(3) One could not compel international organizations not to engage in space activities, nor could one compel States members of an international organization to become parties to the Convention.

It was not a question that was peculiar to international organizations, for it was in fact a question of whether the States themselves, who were members of international organizations, wanted to accept the obligations of the Convention.

(4) The function of the Subcommittee was to devise terms for a draft Convention which would encourage international organizations to participate in the Convention. This would facilitate international cooperation in space. One should not regard space activities on the part of international organizations as wrongful. Provisions on such international organizations should be made in the Convention and account should be taken of the kind of arrangement which members of the United Nations setting up international organizations of this kind would want to have established.

d. Joint and several liability of international organizations and their constituent members

i. General observations

(1) An international organization and its constituent members which were parties to the Convention should be made jointly and severally liable for the total amount of compensation payable. Such liability would attach to both the organization and its members, who were contracting parties, at one and the same time and would not be a consecutive liability. The members might then agree as between themselves as to how each might contribute toward the compensation payable. This would be consistent with the General Assembly's Declaration of Legal Principles.

(2) Article VII, paragraph 1, of the proposal by Hungary reflects the fact that an international organization causing damage would be liable, as envisaged by the Declaration of the General Assembly. Paragraph 2 makes clear that the international organization and its constituent members parties to the Convention would be equally liable.

(3) The matter of the liability of an international organization is not dealt with in the General Assembly's Declaration of Legal Principles.

Paragraph 5 of the Declaration refers to the responsibility of international organizations and States, but not liability. Paragraph 8 of the Declaration, which deals with liability, does not refer to lisbility of an international organization.

ii. In the context of specific proposals

(a) United States proposal, Article III*/

(1) The United States proposal appears to contemplate a claim in the first instance against an international organization, and then should the organization, determined to be liable, default, a claim against each member of the organization which is a contracting party to the Convention.

Paragraph 2 of Article III of the United States proposal, however, contemplates the possibility that all members of the international organization will make arrangements as to the amount which each member of the international organization would have to contribute to meet the organization's liability should the organization default in making payment. This provision should perhaps be regarded as merely referring to evidence of the arrangements which members of the international organization would make among themselves. It does not, it would seem, mean nor can it mean that the presenting State could present a claim to a constituent member which is not a contracting party, for there would be no contractual nexus between the two States.

The United States proposal could perhaps be revised somewhat in this respect to make its intention entirely clear.

One encounters a similar difficulty in respect to paragraph 2 of Article 6 of the Belgian proposal which contemplates that all members of the

*/ A/AC.105/C.2/L.8/Rev.1.

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international organization would be liable whether or not they are parties to the Convention.

(2) It seems useful to provide in the United States proposal for the possibility not only of a claim against an international organization but also of a claim against a constituent member of an organization which is a party to the Convention.

In this connection it had been suggested that an international organization in order that it might be eligible to make the declaration under the Convention should have at least one member which was a party to the Convention.

The United States proposal has not made this a specific condition for the making of such a declaration by an international organization, but such a condition seems to be almost implied in paragraph 4 of Article III of its proposal.

(3) It would perhaps be advisable to refer, in Article III, paragraph 4, of the United States proposal, to the continuing liability of the international organization which would not be extinguished if, in terms of the paragraph, constituent members of the organization which were also contracting parties became liable for the payment of compensation.

(4) There appears to be an inconsistency between paragraph 2 of Article III of the United States proposal and its paragraph 4. For whereas paragraph 2 refers to the proportionate liability of the members of the organization, paragraph 4 provides that each member of the organization which is a party to the Convention shall be liable for the total amount of compensation due.

(5) The procedure suggested in the United States proposal for the recovery of compensation from an international organization and its constituent members was an elaborate one which would delay the payment of compensation. A simpler procedure for payment should be adopted.

(6) The point that the procedure suggested in the United States proposal for the recovery of compensation from an international organization and its members would cause delay in payment might be met by imposing liability upon the constituent members of the organization sooner than now suggested in the proposal.

(7) One is dealing here with public international law, and accordingly, it is difficult to understand how a declaration made by an international organization in terms of paragraph 2 of Article III of the United States proposal could become binding upon its member States.

(8) When one compares paragraph 2 of Article III of the United States proposal with its Article II, paragraph 3, the position seems to be that, if there was no international organization, States parties to a joint launching would be jointly and severally liable; but that if they conducted the launching through an international organization, then they would not be jointly and severally liable, for each State would be liable only to the extent of a proportionate amount of the compensation due.

If such a construction was correct then it would seem that States which wanted to evade their joint and several liability in the case of a joint launching might do so by conducting the launching through the medium of an international organization. This would tend to encourage States not to become parties to the Convention, and accordingly provisions to this effect would be inappropriate in the Convention.

(9) The United States proposal contemplates the possibility that if the international organization determined to be liable fails to pay, then its member States may pay under a sharing arrangement (such as is referred to in Article III, paragraph 2, of the US proposal) entered into between themselves.

The statement made by the International organization in terms of Article III, paragraph 2, would be of a purely declaratory nature. It would have no binding effect on the member States of the Organization, and thus would not require any proportionate payment by them.

Should, however, the international organization fail to pay the compensation payable and should its member States also fail to pay proportionately in terms of the arrangement made between themselves, the presenting State might then proceed against any member State which is a party to the Convention for the total compensation payable.

(10) Not all provisions of the Convention would be applicable to international organizations, and accordingly, those provisions of the Convention which would not apply to international organizations should be specifically referred to in the Convention, as has been done in the United States proposal.

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(11) It should be noted that the obligations undertaken by an international organization in terms of the Convention would not flow from the fact that it was a party to the Convention. Its obligations, and rights, would rather stem from the separate instrument deposited by the international organization with the Secretary-General.

(b) Revised Belgian proposal, Article 6 */

(1) Article 6 of the revised Belgian proposal contemplates that States members of an international organization shall be held jointly liable for the obligations of the organization, whether or not such States are parties to the Convention. However, if a constituent member of an organization is not a party to the Convention it is difficult to understand how it could be liable to another State which is a party to the Convention, for there would then be no contractual nexus between the two States.

(2) Article 6 of the revised Belgian proposal refers to the fact that international organizations would have the same rights and obligations as States.

It is appropriate that international organizations should also have rights under the Convention and not only obligations. However, not all provisions of the Convention would be applicable to international organizations, and therefore it would be necessary to specifically provide that certain articles would not apply to international organizations.

(c) The amendment proposed by Australia to the United States proposal (WG.II/6) **/

(1) It was not legally practicable to have an intergovernmental organization formally become a party to a Convention among States.

Accordingly, it would not be practicable to impose a duty under the Convention upon an international organization otherwise than by an instrument of acceptance, on the part of the international organization itself, of the obligations set out in the Convention.

(2) Such an instrument of acceptance which would be deposited with the Secretary-General would be to the effect that the international organization

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*/ A/AC.105/C.2/L.7/Rev.2 and Corrs. 1 and 2.

**/ See A/AC.105/19, Annex II, p. 19.

accepts and undertakes to comply with the Convention. Declarations of this kind were to be found in the practice of some of the specialized agencies.

The text of the Australian amendment provided that when an international organization made the declaration, then the provisions of the Convention would apply to the international organization as it would apply to a State. The provisions of the amendment therefore would secure the acceptance of the obligations of the Convention by an international organization.

(3) However, of the members of the international organization, all or some or none might be parties to the Convention. Accordingly, it was clear that parties to the Convention would not be in a position to attribute an alternative liability to those members of the international organization not contracting parties, unless those members accepted that liability either by becoming parties to the Convention themselves or in some other way.

It was to ensure that there would always be such an alternative liability that the Australian amendment sought to limit the opportunity of making a declaration of acceptance to those international organizations in which one or more members were parties to the Convention.

However, there appeared to be certain difficulties in so insisting, and it did not seem to be logically or legally necessary so to insist. Such a provision could possibly be dropped.

If such a requirement were dropped, the situation would of course arise of an international organization with none of its members parties to the Convention, accepting the obligations of the Convention. In such a case, the parties to the Convention would not, it was true, be in a position to attribute any alternative liability to the members of the organization.

It should be remembered, however, that the parties to the Convention would have secured an advantage otherwise not available to them, namely, a remedy which they would otherwise not have had against an international organization. They would still not have a remedy against the members of the organization not parties to the Convention, but that they would not have in any case.

Hence there would be a net advantage from the point of view of the parties to the Convention.

(4) However, in accordance with the declaration of acceptance, liability would not only bind an international organization but desirably all its members as well. With this desirability in mind, Sweden had put forward its suggestion [paragraph 3 of its working draft (WG.II/13)] */ designed to encourage members of an international organization, though not parties to the Convention, to nevertheless undertake to bear jointly the responsibility for which the international organization was liable and in respect to which the international organization had defaulted.

The declaration referred to in the Swedish working draft was not, it would seem, an actionable undertaking on the part of those members not parties to the Convention.

But it would be at least an undertaking on record that they would assume the liability of the international organization if necessary. One might say that it was something in between an explanation, on the one hand, and a legal covenant on the other. The concept embodied in the Swedish proposal was, it should be noted, intended to strengthen the position of States suffering damage as a result of space activities on the part of an international organization, none of whose members were parties to the Convention.

3. Nature of liability where more than one party is liable

a. The use of the juristic terms of any one municipal system to describe the nature of liability, where more than one party is liable, should be avoided; it would be better to describe directly what is intended.

The same terms might be used differently, and thus have different connotations in different municipal systems.

b. The proposals **/ which refer to "joint liability" do not provide answers to certain questions which seem to arise in that connection, namely, (1) how liability for the amount of compensation would be apportioned among the parties liable, and (2) whether it is intended that a claim would fail if not brought against all those who were jointly liable.

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*/ See A/AC.105/19, Annex II, p. 28.

**/ Belgian proposal (A/AC.105/C.2/L.7/Rev.2), Art. 3; Hungarian proposal, Art. VII (2).

The expression "joint liability" could be the subject of different interpretations.

c. The reference to joint liability in Article VII, paragraph 2, of the proposal by Hungary is in fact intended to mean "joint and several liability" and would be reformulated.

d. All States involved in a launching should be jointly and severally liable in order that the presenting State might either proceed against all such States jointly or against a single one for the total compensation.

e. The United States proposal uses directly descriptive terms and makes no reference to "joint liability" or "joint and several liability".

What is apparently intended is only a form of successive and several liability and not a joint liability.

If what is intended is the former, then there may perhaps be difficulties involved, from the point of view of the claimant State, in view of the limitation the Convention would place on the period within which claims might be made.

f. In terms of the United States proposal the presenting State would not be required to present a claim to more than one party. Nor would the presenting State be required to present successive claims against a single State at a time: to present, for example, its claim against one State and then if full compensation was not realized, to present another claim against the next State and so on.

The presenting State could if it so wished proceed against more than one State at the same time, or against a single State at a time.

The concept in the United States proposal was one of joint and several liability, though the avoidance of technical juristic terms was considered advisable.

g. The position of all drafts seemed to be the same though their language differed.

h. The concept set out in Article 2, paragraph 3, of the United States proposal appeared to be what was known as liability in solidarity, in terms of which a claimant might apply to any party liable and demand full compensation, and if he did not receive satisfaction proceed against any other party liable for the balance payable.

The provisions in Article 7, paragraph 2, of the proposal by Hungary contemplated in fact liability in solidarity and should not therefore be referred to as "joint liability".

Article 3 of the revised Belgian proposal also provided for liability in solidarity.

i. The concept of "joint and several liability" corresponds to the concept of "solidarity", and therefore the term "solidarity" wherever it occurs should be expressed as "joint and several liability".

j. The use of the terms "joint liability", "joint and several liability" and "solidarity" has tended to confuse two things which are quite separate: the question of the contracting parties against whom a claim should be lodged, and the question of the execution of the award when liability for the claim has been determined.

As regards the question of the execution of the award once it had been determined that one or more States were liable to pay compensation, the position should be as follows: the full amount of the compensation might be recovered from any State determined to be liable. (The risk of double compensation would be avoided by providing that in no event shall the aggregate of the compensation paid exceed the amount payable under the Convention if only one respondent State were liable.)

The claimant State should be given the opportunity of electing whether it wished to proceed by way of execution of the award against one, or more than one, or all of the States liable. This appears to be the position set out in paragraph 3 of Article II of the United States proposal as amended (WG.II/23). It would not be necessary then to determine whether the liability, under the Convention, of the States determined to be liable should be regarded as a "joint liability", as a "joint and several liability" or as a "liability in solidarity".

If the full amount of the compensation was recovered from one State in the case of a joint venture, that State might of course be indemnified by the other participating States. However, the arrangements made between participating States for this purpose would be outside the scope of the Convention.

B. Question of absolute liability; exoneration from liability	Belgian proposal Article 1(b) and (c)	United States proposal Article II(1) and (2)	Hungarian proposal Article III Article IV Article V Article VI

Views expressed

1. Manner in which the principle of absolute liability should be stated in the Convention

a. Article 1 (b) of the Belgian proposal does not use the expression "absolute liability" as it was an expression that could be subject to different interpretations. The same concept, however, is described directly and in the following words: "The occurrence of the event causing the damage shall create a liability for compensation once proof has been given that there is a relationship of cause and effect between the damage, on the one hand, and the launching ... of the space device, on the other hand."

b. The expression "absolute liability" appears to be quite clear and should be retained in the Convention. In order, however, to avoid any misunderstanding one could perhaps combine the relevant provisions of the Belgian and United States proposals into a single clause in which the term "absolute liability" would be used, and the provisions in the Belgian proposal would be a definition of that term.

c. There would be certain difficulties involved in the application of the provisions of the Belgian proposal. For example, should a natural disaster affect a space object causing it to fall and injure a person on the ground, there would be uncertainty as to what should be regarded as the "cause" of the damage--the space object or the natural disaster.

The natural disaster, it would seem, should be regarded as the decisive cause. In other words the natural disaster might be regarded as having caused the damage through the medium of the space object. This would be so in almost every system of law. It is true that in the absence of the space object there would have been no damage, but the space object was not the decisive cause of the damage.

d. In the example given the cause of the damage would be the falling of the space object. Thus a relationship of cause and effect would exist as between the space object and the damage, and it would be unnecessary to go into the cause of the fall of the space object.

2. Exoneration from liability

a. Natural disaster

(1) In cases where the damage is shown to have resulted from natural disaster, exoneration from liability should be permitted.

It has been said that the principle of absolute liability does not allow for exoneration on the ground of natural disaster, but there is the example of the Vienna Convention on Civil Liability for Nuclear Damage, which provides for absolute liability but allows for exoneration in cases of natural disaster.

(2) In cases where the damage is shown to have resulted from natural disaster, exoneration from liability should not be permitted.

The concept of absolute liability for damage caused by space objects had been agreed upon, as it was considered appropriate that States engaging in space activities should bear all risks. Should the Convention, however, permit exoneration from liability in cases involving force majeure, it would in effect be providing for a system of liability based on fault.

If exoneration was permitted in cases involving force majeure, it would mean that a State suffering damage would in such cases be without remedy. This would be inequitable.

In most cases of damage to which the Convention would apply, it would be extremely difficult to determine whether the damage was the result of faulty construction or control, or of force majeure. The only exception to the principle of absolute liability therefore should be the case where a wilful or reckless act or omission on the part of the injured party was involved.

It was true that the exclusion of force majeure as a ground for exoneration from liability would increase the burden on States participating in space activities. Yet this would be balanced by the limitation which, it is expected, would be placed on the amount of their liability.

(3) Natural disaster means an external event. Should therefore a nuclear propulsion unit of a space object be the cause of a disaster, one would not regard that as damage caused by a natural disaster.

b. Conduct of claimant State or of those whom it represents

(1) The expressions "reckless act or omission" and "gross negligence"

(a) The United States proposal in Article II (2) refers to "reckless act or omission" and the expression is not clear.

The Belgian proposal in Article 1 (c) refers to the fact that "wilful misconduct" shall be understood to mean "any act or omission perpetrated either with intent to cause damage or rashly and in full knowledge that damage will probably result". This seems clear, and if the expression "reckless act or omission" in the United States proposal has the same meaning, perhaps the definition in the Belgian proposal might be used instead.

(b) The translation of the expression "reckless act or omission" in the Russian text of the United States proposal gives the impression that a negligent act or omission of a simple character is also covered.

Exoneration from liability because of simple negligence on the part of the injured person should not be permitted. Exoneration should only be provided for in cases involving gross negligence.

(c) The expression "reckless" in the French text of the United States proposal is translated as "imprudents", which means negligent. Accordingly it might be interpreted to mean "gross negligence" ("faute lourde") or simple negligence.

If it is intended to mean only "gross negligence", then the French text should be amended to read "faute lourde".

(d) The expression "reckless" does not necessarily imply knowledge of the danger created by the act or omission, but rather that the act is committed regardless of any consequences which may arise from it. There appears therefore to be a shade of difference between the concept of "reckless act or omission" and the concept of "faute lourde" or "gross negligence".

(e) The expression "gross negligence" had been used in the previous United States proposal */, but as there appeared to be a feeling in the Subcommittee when it met in Geneva that that expression was not entirely clear, the words "wilful or reckless act or omission" were used instead. There was no intention to depart from the concept of "gross negligence" or to

*/ A/AC.105/C.2/L.8.

include simple negligence of the injured person as a ground for exoneration from liability.

(f) The concept of "gross negligence" is one that is known in international law. Exoneration from absolute liability in cases of gross negligence of the injured person, for example, is recognized in the Convention on the Liability of Operators of Nuclear Ships (Brussels). The concept is also well known to all legal systems. It should therefore be used in preference to the expression "reckless act or omission".

It is difficult to use the expression "reckless" in the context of this Convention which deals with damage caused by a space object. "Reckless" seems to have the connotation of disregard for the safety of one's neighbors.

(g) There were advantages in using general terms which were sufficiently well known to many legal systems, such as for example the expression "gross negligence".

Resort to definitions in every case would be inadvisable as the drafts would then be extremely difficult to reconcile.

(h) The expression "gross negligence" is not sufficiently precise and is extremely difficult to translate clearly. It is a well known concept but one on which there is a great deal of disagreement.

If technical expressions have to be used then it should be made quite clear as to what was intended, and the expressions should be defined in the Convention.

(i) The concepts in the three proposals seem to be the same, though their language differs.

(2) Total and partial extinction of liability

(a) The United States proposal contains both the concept of a total, as well as that of only a partial, extinction of the obligation to compensate in cases of wilful or reckless acts or omissions on the part of the presenting State or persons whom it represents.

The possibility of only the partial extinction in certain cases of the obligation to compensate is not expressly provided for in the other proposals and to do so would be desirable.

(b) The intention of the United States proposal perhaps was to permit a partial extinction of liability in cases where the negligence of the injured party was of a simple nature and to permit the total extinction of liability in cases of gross negligence or wilful misconduct.

(c) The expression "gross negligence" had originally been used in the United States proposal. The words "wilful or reckless act or omission" had however been inserted instead, as the expression "gross negligence" was regarded in Geneva as not being entirely clear. In using the words "wilful or reckless act or omission" there was no intention to make any distinction between simple negligence, on the one hand, and gross negligence and wilful misconduct, on the other.

c. No exoneration from liability in case of unlawful activity in outer space or where space object launched for unlawful purposes

(1) Article IV of the Hungarian proposal refers to "full liability" for damage caused on the ground, in the atmosphere or in outer space if the State is exercising an unlawful activity in outer space or the space object has been launched for unlawful purposes.

The expressions "unlawful activity" and "unlawful purposes" are not precise expressions, and there would be uncertainty as to what was intended by such terms.

(2) The question arises as to whether it is right that in a case in which the damage has been caused by the action of a State other than the launching State, the launching State itself should be made liable because the launching, which is not the cause of the damage, is alleged to be unlawful.

(3) The expressions "unlawful activity" or "unlawful purposes" may perhaps cause certain difficulties in interpretation. However, this was inevitable in the field of public international law where the distinction between lawful and unlawful was not an entirely clear one. What was intended by "unlawful" was the concept of "against public international law": anything which runs counter to the principles of international law or the General Assembly's Declaration of Legal Principles would be unlawful.

The principle of liability without any exoneration for unlawful activities had not only a legal but also a political significance, and it was essential that it should be retained.

Moreover, a similar point of view is reflected in other international agreements. The Warsaw Convention and the Rome Convention provide, for example, that liability shall be unlimited where the acts of the carrier or of the operator constitute wilful misconduct. The Rome Convention provides furthermore for unlimited liability where the person liable had unlawfully taken over control of the aircraft. A similar situation would arise in space should one State wrongfully take over control of another State's space object.

(4) The principle involved should perhaps be formulated more clearly. To enumerate various types of unlawful activities in the Convention would be a complex matter, hence the problem was one of finding an appropriate general expression.

d. Whether the principle of absolute liability should be applied in respect to all three environments (i.e., earth, air space, outer space)

(1) There should be absolute liability for damage caused in whichever environment (earth, air space or outer space) such damage should occur.

Comments made

There would then be a single system of liability for damage caused by space objects in whichever environment such damage should occur. This would be both clear and simple. The problems involved in providing for different systems of liability for damage caused in different environments, such as for example the problem of defining where air space ends and where outer space begins, would then be avoided.

(2) (a) There should be absolute liability for damage on earth.

(b) Liability should be based on fault, with a presumption that the space object was at fault, for damage in air space.

(c) Liability should be based on fault with a presumption of common fault for damage in outer space.

Comments made

(i) As regards damage on earth, the principle of absolute liability should clearly apply. The persons suffering loss would not have participated in any hazardous activity and, moreover,

would have had no opportunity of protecting themselves against damage.

However, for situations in which damage is caused in air space or outer space certain other rules appropriate to these situations should be formulated.

These rules, which may appear to be complex, should be adopted if they were reasonable.

(ii) To distinguish between liability for damage on earth (which would be absolute) and liability for damage in air space or in outer space (which would be based on fault) does not appear to be advisable. There is the difficulty of defining where outer space begins. It has been suggested that this difficulty might be avoided by a reference not to damage in environments, but rather to damage resulting from collisions between space objects, or space objects and aircraft. Even here, however, there would be difficulties involved, for it would be extremely difficult in all cases of damage in air space or in outer space to determine where the fault lay.

(iii) The proposal that for damage in outer space there should be a presumption of common fault seems inappropriate. For one should not presume what is quite improbable. Such a presumption of common fault would, moreover, mean in effect that each party would be liable for damage caused to the other, and this is inappropriate.

(3) There should be absolute liability for damage caused by a space object on earth and in air space. For damage caused in outer space liability should be based upon fault.

Comments made

(i) It would be reasonable for liability for damage in outer space to be based on fault. For both space objects would have been participating in the same hazardous activity. Where fault on the part of either space object cannot be shown, then each party would bear its own costs.

This would be a more appropriate system than that in which liability for damage in outer space is absolute, and each party is thus made absolutely liable for the damage suffered by the other.

(ii) It would not be advisable, however, to refer to "outer space", for this involves the problem of defining where outer space begins. One should rather formulate the principle functionally, and refer to damage caused by one space object to another space object or by a space object to an aircraft and thus avoid the necessity of having to define the environment in which such damage occurs.

(iii) Article V of the Hungarian draft, which provides that if one State produces evidence of another State's fault, the latter should be liable, would not apply only to collisions in outer space. Damage may for example be caused in outer space by one State taking control of another's space object through radio directives issued from the ground; and this may result in a disruption of essential communications and damage to the space craft.

(4) (a) There should be absolute liability for damage caused on earth.

(o) Where a space object causes damage to an aircraft liability should be absolute with exoneration from liability for wilful misconduct or gross negligence on the part of the operator of the aircraft. As regards, however, damage caused to third parties (i.e., persons not nationals of the States responsible for the colliding vehicles) as a result of the collision, the liability of the State responsible for the space object should be absolute. Though it might of course be permissible for the State responsible for the space object to proceed, outside of the Convention, against the operator of the aircraft.

(c) Where space objects collide and cause damage to each other, liability should be based on fault and attributed in accordance with the degree of fault of each space ooject. Where the collision between the space objects results in damage to third parties (i.e., persons not nationals of the States responsible for the colliding vehicles), the liability of the States involved in the collision should be absolute and joint and several.

Comments made

(i) As regards the question of third parties, one should also consider the case of persons on board the space object or aircraft who are not connected with the operation of the vehicles and who are not nationals of the States responsible for the vehicles. In such cases they should be compensated on the same basis as persons injured on the ground, namely, on the basis of absolute liability.

(ii) Article 1(a) of the Belgian proposal refers to damage caused by "a space device or space devices" and thus deals also with damage resulting from collisions.

Article 2 of the Belgian proposal, in defining "damage", refers to damage caused to persons and property carried on an aircraft or a space object.

In the course of the preparation of the Belgian proposal consideration was given to the matter of damage resulting from collisions. It was felt, however, that the main concern of the Convention would be damage caused on the surface of the earth; and accordingly, it was thought unnecessary to go too deeply into the difficult problem of liability for damage resulting from collisions.

C. Limitation of liability in amount	Belgian proposal	United States proposal	Hungarian proposal
		Article IX	Article II(1)

Views expressed

1. In favour of limitation

a. International conventions dealing with liability for damage (nuclear as well as non-nuclear) generally provided for the limitation of liability.

The reasons for placing a fair limitation on liability were well expressed in the preamble to the Rome Convention (1952), which referred to the importance of balancing the interests of those who might suffer damage and the interests of countries desirous of developing.

As regards the writings of jurists on the subject, the majority of them had spoken in favour of a limitation on liability for damage caused by space objects.

A resolution adopted in 1962 by the International Institute of Outer Space Law referred to the need of placing a limit on liability, so also did the Draft Code */ of the David Davies Memorial Institute.

b. The Convention should have an article on limitation. However, the ceiling should be fixed at an amount which for all practical purposes would be as good as not having any limit at all.

This was reasonable, as at least for the next few years damage was unlikely to reach catastrophic proportions. There were two areas where damage was possible. Firstly, in the area of the launching pad where the damage would be localized; secondly, where the space object, or its components, fell. Here too, damage would be localized, as the space object, or its components, would have already passed through outer space and the atmosphere.

c. A limitation on liability would serve to give States participating in space activities a general indication of what the extent of their commitments might be under the Convention. If liability was to be unlimited, a number of such States might hesitate to accede to the Convention.

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*/ The Draft Code of Rules on the Exploration and Uses of Outer Space.

d. A limitation on liability would be to the advantage, as well, of the smaller States who might themselves wish to undertake space activities in the future.

e. All should share in the risks of progress, and this was only fair considering the great benefits which progress brings.

f. A distribution of the risks involved in space activities was necessary. This would be done by imposing absolute liability on the one hand on States responsible for space objects and then limiting their liability on the other.

The principle of absolute liability and the concept of limitation of liability were not in direct contradiction to each other, but rather balanced one another.

g. The possibility of nuclear damage should not be taken into consideration in this connexion for the subject of liability for such damage should not be dealt with in this Convention. Nuclear damage was of a special character and called for special study, and possibly a separate convention.

2. The figure at which the limit should be placed

a. The figure should be reasonably high to cover almost any contingency, though an unreasonably extravagant limit would not be justified.

b. Reference has been made to the fact that ESRO has insured itself in the sum of US$100 million, and consideration might be given therefore to placing the limitation at US$100 million.

On the other hand, this figure may be too high, and some seem to consider that a ceiling of US$25 million would perhaps be reasonable.

c. The higher one raises the limit, the greater the time that would be taken to determine liability, as claims would tend to be larger. One should be practical therefore in regard to the limit placed.

d. Some figure should be inserted in the draft text adopted by the Sub-committee. The figure would of course be the subject of further discussions and might then be increased or reduced. US$100 million, which is the figure adopted in the Brussels Convention on the Liability of Operators of Nuclear Ships (though the figure is expressed in that Convention in francs) should be considered.

e. It would be to the advantage of the smaller countries if the limit was not placed too high. When the Vienna Convention on Civil Liability for Nuclear Damage (1963) was being discussed, a proposal had been made for the ceiling to be placed at $70 million. However, the amount ultimately specified in the Convention was $5 million because the smaller States as well wanted to develop in the nuclear field. Similarly in the Diplomatic Conference on Maritime Law (1961), the smaller countries spoke in favour of the limitation of liability and against placing the ceiling too high.

3. Provision for the possibility of reviewing the figure at a later date

a. Should a limitation on liability be placed, it would be advisable to provide for the possibility of reviewing the limitation in the future. Space objects in the future may use nuclear propulsion units.

b. The Convention would provide for an amendment clause, and hence the figure could be reviewed in the future.

4. Decision on the principle of limitation, in the first instance, and consideration later of the specific figure to be selected

a. A major difficulty was that of selecting the figure at which the limit would be placed, and this would have to be decided after necessary technical studies of possible damage. Agreement might, however, be reached in the first instance on the principle of limitation itself.

b. It would be difficult to accept the principle of limitation of liability when information was lacking on the reasons underlying the need for the inclusion of such a principle in the Convention.

5. The limitation should not be related to each launching

a. Adequate information as to the possibility and extent of damage was not available to the Sub-Committee. Accordingly, to place, at this stage, an over-all limitation on liability in respect to each launching would not be desirable. Limits should rather be placed on the compensation payable for each life lost, and for injuries caused to a single person which should not perhaps exceed the limit to be placed on the compensation payable for a life lost. As regards damage to property, the actual damage incurred should be compensated.

Where, however, damage was caused in the course of an activity which was not peaceful then the amount of compensation should be double that otherwise payable. This would dissuade States from engaging in non-peaceful activities in outer space.

b. The distinction between a peaceful and a non-peaceful activity would be difficult to draw.

c. The definition of a peaceful activity does present difficulties, but the General Assembly's Declaration of Legal Principles furnishes a guide to such a definition.

6. Arguments in favour of unlimited liability

a. The field of space activity was an entirely new field, and it was inappropriate to have an article on limitation of liability in amount until more information was available as to the extent of possible damage.

b. The nuclear conventions related to the development of the nuclear industry, which involved private enterprise. The Subcommittee was concerned here with the activities of States; and States should be in a position to accept total liability for hazardous operations of this kind.

c. Where damage resulted, the persons injured should be compensated and should not have to bear the burden of the risks involved in space activity.

d. The inclusion of a provision on the limitation of liability would be inconsistent with the principle of absolute liability. It would also be inconsistent with the Declaration of Legal Principles, which required damage caused to be compensated.

e. Examples in other fields, such as the Conventions concerning aircraft and nuclear damage were closely connected with the development of the natural resources of countries, and it could be argued that in those fields it was undesirable to hinder development by providing that liability should be unlimited. Activities in outer space were not, however, directly connected with the economic development of countries.

f. For the next few years it did not seem likely that damage of great magnitude would occur, and moreover the States engaging in space activities were in possession of large resources and in a position to absorb large losses.

A provision on limitation of liability might not, therefore, dissuade such States from acceding to the Convention.

g. States engaging in space activities might find it difficult to adhere to a Convention which did not provide for the limitation of liability. However, it was also true that it would be difficult for other States to adhere to a Convention which imposed a limitation on liability without knowing what damage was possible.

h. It had been contended that if there was no limitation, it would be impossible to obtain insurance coverage. Yet States should generally be regarded as being self-insured.

7. Information presently inadequate for consideration of question of whether liability should be limited or unlimited

a. It would be difficult to reach a decision on the question whether liability should be limited or unlimited until the nature and extent of possible damage was ascertained.

b. It would be difficult to decide on the matter until the figure at which the limit was to be placed was known. For should the figure be sufficiently high to cover all imaginable risks, then the principle of limitation would probably be acceptable.

c. The information available to the Sub-Committee in regard to the nature and extent of possible damage was inadequate, and it seemed advisable, therefore, that a technical study should be undertaken in the first instance, in order that the Sub-Committee might be adequately informed in this connexion.

D. Payment of compensation in convertible currency	Belgian proposal Article 4 (d)	United States proposal Article VIII	Hungarian proposal

Views expressed

In order to simplify the provisions of the Convention on this matter one might exclude references to convertibility and transferability and provide, as was suggested in the amendment proposed by the United Kingdom to Article VIII of the United States proposal (WG.II/14)*/, that the payment of compensation was to be made in the currency of the presenting State or in a currency acceptable to the presenting international organization.

*/ See A/AC.105/19, Annex II, p. 19.

E. Joinder of actions	Belgian proposal Article 4 (f)	United States proposal Article VII (2)	Hungarian proposal

Views expressed

Provisions should be included in the Convention with a view to guaranteeing that the State liable would not make payment twice over in respect to the same items of injury or damage. Provisions to this effect would facilitate the settlement of claims and would thus have an advantage from the point of view of the claimant State as well.

F. Time limits for presentation of claims	Belgian proposal Article 4 (a)	United States proposal Article IV (4)	Hungarian proposal Article X

Views expressed

1. Date from which time limit should be calculated

a. There should be a "subjective" time limit for cases in which damage is latent and manifests itself after some time (such as might happen where radioactivity was involved), in which cases the period should run from the date the existence of damage became known. There should also be an "objective" time limit which should be calculated from the date on which the accident occurred or which would apply to cases in which the damage was immediately apparent.

b. The time limit should not be calculated from "the date on which the accident occurred" but rather from the date of "the occurrence of the damage". The latter expression, which means from the time the consequences of the damage became apparent, would provide for cases of latent damage.

c. The identification of the State liable might involve considerable difficulties. Provisions should therefore be included in terms of which the time limit would not begin to run until the identification of the State liable was possible.

d. Article 4 (a)*/ of the revised Belgian proposal uses the expression "the infliction of the damage", whereas the Hungarian proposal (Article I) uses the expression "the occurrence of the damage". The expression "the occurrence of the damage" is to be preferred. For in cases of latent injury caused, for example by an exposure to radioactivity, the expression "infliction of the damage" might be construed to mean the date on which the exposure took place and not the date on which the damage manifested itself.

e. Both the expression "the occurrence of the damage" and the expression "the infliction of the damage" would give rise to particular difficulty in cases where radioactivity was involved.

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*/ Article 4 (a) has been revised, with the word "occurrence" replacing the word "infliction" (A/AC.105/C.2/L.7/Rev.2/Corr.2).

Hence the formula used in the United States proposal, which provides for both an "objective" and a "subjective" time limit, is to be preferred.

2. Duration of time limit

a. The time limits (1 year and 2 years) provided for in the three drafts were too short. The presentation of claims might require extensive preparatory work.

b. A time limit of ten years would seem to be appropriate in order to adequately provide for cases of latent damage.

c. A time limit of ten years appeared to be excessive. A shorter period of five years would seem to be more appropriate.

d. Even with a "subjective" time limit one should provide for a final time limit, after which no further claims could be addressed to the State liable. Such a final time limit is provided for in the air law conventions.

3. Suspension or interruption of the period of limitation

The periods provided for should not be subject to suspensions or interruptions. A number of problems would thus be avoided.

G. Pursuit of remedies available in liable State or under international agreements	Belgian proposal	United States proposal	Hungarian proposal
	Article 4 (b)	Article VI	

Views expressed

It would seem that under paragraph 2 of Article VI of the United States proposal should an injured person elect to pursue a remedy in the launching State, he would not be entitled to pursue a claim under the Convention.

Such a result would not appear to be appropriate, for the Convention should not be regarded as providing an alternative remedy, but rather as providing an additional remedy, to which an injured person might resort.

Accordingly, the provisions in Article 4 (b) of the Belgian proposal which prescribe only that there should not be a simultaneous pursuit of local remedies and of remedies under the Convention were to be preferred.

H. Procedures for settlement of claims for compensation	Belgian proposal	United States proposal	Hungarian proposal
	Article 4 (c), (d), (e) and (f)	Article VII	Article XII

Views expressed

a. A reference is made in paragraph 1 of Article VII of the United States proposal to "the date documentation is completed". These words are not entirely clear and should perhaps be clarified.

b. Paragraph 6 of Article VII of the United States proposal provides that the expenses incurred in the proceedings shall be divided equally between the parties to the proceedings. This does not appear to be appropriate.

Arbitration procedures often provide for the payment of costs by the party found to be at fault, with the other party bearing some proportion of the expenses. The provisions now in the United States proposal might restrict the discretion that would otherwise be exercised in this connexion by the arbitration commission, and this would not be desirable. Moreover, such provisions might discourage the presentation of claims in which the amounts involved were relatively small.

c. (1) The Belgian proposal provides for a reference to arbitration if the claim is not settled within six months of its presentation. The corresponding period in the United States draft, which contains similar provisions, is one year. Both periods appear to be rather brief considering the great deal of evidentiary material that could be involved. In the case of the Hungarian proposal no time limit has, however, been prescribed.

(2) It is not the intention of the Hungarian proposal to provide for such a time limit. States should be given every opportunity for settling matters satisfactorily and without dispute.

It was in the political interests of all States to settle their claims as promptly as possible. If after some time no settlement was reached the claimant State might refer the matter to arbitration.

d. Paragraph 1 of Article XII of the Hungarian draft provides that the committee of arbitration should be set up by the two States "on a basis of parity", and this means an equal number of members for each State.
