

**2000 PHILIP C. JESSUP
INTERNATIONAL LAW MOOT COURT COMPETITION**

CORRECTIONS AND CLARIFICATIONS TO THE COMPROMIS

The following corrections and clarifications have been agreed by the parties in response to many requests of Jessup Competitors, and the Compromis should be considered amended accordingly. In offering these, the parties remind all participants of the following:

- a. The Compromis is, in essence, a stipulation of facts. Its words have been carefully chosen, and are the results of extensive negotiation. The parties decline to "clarify" the facts by providing conclusory characterizations, *e.g.* of the nature of their political systems. And, obviously, the parties will not stipulate as to what arguments are acceptable or unacceptable.
- b. The response to any request for a clarification **not** addressed in the following paragraphs is already included in the Compromis or has been considered inappropriate or immaterial, or the parties were unable to reach agreement on a mutually acceptable answer.
- c. Except to the extent that corrections and clarifications are set out below, participants are to assume that the Compromis is accurate and complete in all respects.
- d. Participants should assume that any signature to or ratification of a treaty is without reservation unless the contrary is indicated.

Corrections

1. The "Convention on Human Rights and Biomedicine" referenced in ¶ 3 of the Compromis is the Convention adopted by the Council of Europe at Oviedo, Spain, on 4 April 1997. Both parties have signed it pursuant to Article 33.1, as both qualify as "non-Member States [of the Council of Europe] which have participated in its drafting."
2. Paragraph 34(2) should begin "the dispute arises . . ."
3. In Senhava's prayer for relief, paragraph (1) should read, "decline jurisdiction, inasmuch as the issues here are purely internal to Senhava, and also because Nemin, a state potentially affected by any decision herein, is not a party to the case."
4. In Kuraca's prayer for relief, paragraph (5) should read: order Senhava to rescind the order closing the offices of Megaceutical-Senhava, revoke the fines assessed against the company, and return the advance payment to the Ministry of Health of 2 million Euros.
5. In Annex C, part I, the first line of section 6(f)(2) of Law 1006 should begin: "In the case of children **or** [not of] disabled individuals . . ."

6. In Annex C, part II, section 1006(r) of the Regulation should refer to Section 6(a)(2), not b(a)(2), of the Law.

Clarifications

1. Dr. Yukawa-Lopez is, and at all relevant times has been, a citizen of Kuraca.
2. Although the Compromis states that Senhava is a former colony, it was never a colony of Kuraca. Senhava gained its independence, and was admitted to the United Nations, in 1961. Kuraca and Senhava have had normal diplomatic, consular, and trading relations since early 1962.
3. Kuraca Capital University receives Kuracan Government money directly, as through the underwriting of specific programs and indirectly, such as through Government financial aid to students.
4. The 51% of the equity in Megaceutical-Senhava that is not owned by Megaceutical Corporation is held by a large number of private stockholders of Senhavan nationality.
5. Decisions of the Kuraca Capital University Biomedical Ethics Review Board are by majority vote. The vote on Megaceutical's proposed MHVD vaccine trials in Senhava was three in favor, four against. Individual members' votes are not attributed to them in the Board's records.
6. Megaceutical Corporation is acknowledged to be the furthest advanced of any company in the world in the race to develop a successful MHVD vaccine. The company has never publicly announced plans to conduct tests on human subjects in any other country.
7. As used in the Compromis, the word "vaccine" means a biological substance for the prevention, amelioration, or treatment of an infectious disease. An experimental vaccine is one whose doses and responses have yet to be determined.
8. Nemin is a party to all of the multilateral treaties and is a member of all of the international organizations listed in ¶ 3 of the Compromis.
9. George Smith has been given no bill of particulars citing the crimes with which he is charged.
10. The Treaty of Amity and Commerce between Kuraca and Senhava reads as follows: Natural and juridical persons that are nationals of either Party shall be permitted to carry on trade, and to perform any act incident to or necessary for the conduct of trade, upon the same terms and conditions as similarly situated nationals of the other party, submitting themselves to all laws and regulations applicable to them.