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**The 2003 Philip C. Jessup
International Law Moot Court Competition**

Republic of Annolay

v.

Republic of Reston

The Case Concerning the Women and Children of the Civil War

**Corrections and Clarifications
to the
2003 Jessup Problem**

**2003 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, and the Compromis should be considered amended accordingly. The clerk reminds all parties and participants of the following:

- a. The Compromis is, in essence, a stipulation of facts. Its words have been carefully chosen, and are the 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. In particular, both parties stipulate as to the authenticity of all documents referenced in the Compromis, and to the authorship and the authenticity of the signatures on all documents referenced in the Compromis.
- d. With respect to pronunciations of the various proper names used in the Compromis, it should be noted that these are generally-accepted Anglicizations of the names involved, submitted in English for the use of the Court. All relevant parties have agreed that they will not take formal or informal offense at any reasonable mispronunciation.

CORRECTIONS

1. In paragraph 17, the "series of articles published the year before" refers to the articles described in paragraph 13, which were, in fact, published in January 2001.
2. Regarding paragraph 36: All the countries described in the Compromis are located in the Northern Hemisphere. Therefore, the reference to the "summer of 2001" refers to the Northern Hemisphere summer months.
3. Regarding paragraph 38: Although there was no General Assembly vote on Resolution 56/83, which was instead adopted by consensus, the Restonian and Annolaysian delegations both made several public statements in support of the Final Draft of the Articles on State Responsibility.

CLARIFICATIONS

1. The amnesty which President Raskolnikov declared on his first day in office was a comprehensive amnesty, immunizing those covered by it from both civil and criminal liability for acts covered by the amnesty.
2. The fitness interviews are the final administrative step under Restonian law necessary for foreign adoption of Restonian children. Foreign citizens adopting Restonian children are still generally subject to any additional laws in their home country.
3. The fee charged by ARAS pays for ARAS's administrative costs, including rental of the ARAS executive office and salaries for permanent employees.
4. There has never been any allegation by any party or any international organization that the Annolaysian adoption procedures do not comply with international law.
5. Restonian border guards are government officials who must be Reston citizens or permanent residents. According to the *International Times-Picayune* articles described in paragraph 13 of the Compromis, the border guards in question solicited payment from all parents seeking to take children out of Reston for adoption – not just those from Annolay – and kept the funds collected for themselves.
6. None of the Cascadian women recruited or employed by the Schmandefare Company applied for refugee status in Annolay, nor are they in any manner supported or provided services by the Annolaysian government.
7. All of the Cascadian women who are working in the brothels of the Schmandefare Company are working as prostitutes.
8. Under Annolaysian law, “permanent residents” enjoy all of the same rights and privileges as citizens, except the right to vote.
9. The work of the Annolaysian “blue ribbon panel” is ongoing. It has not yet issued any reports or recommendations.
10. The statement of intent to prosecute Mr. Schmandefare marks the first time in Reston's short history that Restonian prosecutors have invoked the principle of universal jurisdiction.
11. The Regional Anti-Corruption Convention (RACC) was opened for signature on January 7, 1999. Annolay was one of the original parties to the Convention, which entered into force on June 1, 1999. Reston signed the RACC “subject to ratification” (as

described in Article 32(1)(b) of the RACC) on September 20, 1999. Reston has not taken any further steps towards ratification, acceptance or approval of the treaty.

12. The RACC tracks the language of the Council of Europe's Criminal Law Convention on Corruption, but does not include any of the provisions of the Council of Europe's Civil Law Convention on Corruption.

13. In paragraph 42(c), Reston does not request the Court to order Annolay to extradite Mr. Schmandefare. Reston requests a declaration that it is entitled to exercise universal jurisdiction over him.

