Model Implementation Agreement for the Moon Treaty (May 2020)

Preface
The provisions of this Agreement and the underlying Treaty shall be interpreted and applied together as a single instrument. In the event of any inconsistency between the Agreement and the Treaty, the provisions of the Agreement shall prevail. After the adoption of the Agreement, any instrument of ratification or formal confirmation of or accession to the Treaty shall also represent consent to be bound by the Agreement. No State or entity may establish its consent to be bound by the Agreement unless it has previously established or establishes at the same time its consent to be bound by the Treaty.

1. Administration; Creation of Agency
The States Parties agree to create as soon as is practicable an agency (“Agency”) to administer the provisions of the Agreement Governing The Activities Of States On The Moon And Other Celestial Bodies (“Treaty”) and this Implementation Agreement (“Agreement”).

2. Licenses for Private Activity; Exploitation of Resources
The States Parties agree to authorize the Agency to issue licenses to non-governmental entities (“NGE”) for the priority exploitation of resources. Exploitation of resources shall include but is not limited to: (a) the extraction of materials, (b) the use of a location for any other commercial activity [e.g., tourism], and (c) the use of a location for noncommercial private activity [e.g., science, settlements]. Licenses shall describe the extent, duration, and nature of the activity and shall maximize free access for all in accordance with Article I of the Treaty On Principles Governing The Activities In The Exploration And Use Of Outer Space, Including The Moon And Other Celestial Bodies [the Outer Space Treaty]. Activity by governments is authorized under Treaty Articles 8 and 9.

3. Requirements for License; Adoption of Obligations
The States Parties agree that the Agency shall issue a license for any NGE activity that is authorized and supervised by a State Party to this agreement. The States Parties further agree to require that their nationals (a) accept the public policy obligations of the Treaty as mandated by Treaty Article 14, and (b) share technology as described in Paragraph 5 of this Agreement. The license shall be revoked if, at any time, a licensed NGE fails to comply with its obligations.

4. Public Policy Obligations
The States Parties agree that the public policy obligations of the Treaty and this Agreement include the following:
1. Use outer space exclusively for peaceful purposes (Treaty Article 3.1);
2. Provide co-operation and mutual assistance (4.2);
3. Honor the Convention On Registration Of Objects Launched Into Outer Space (“Registration Convention”) and inform the public of:
   - Activities (5.1)
   - Scientific discoveries (5.1)
   - Any phenomena which could endanger human life or health (5.3)
   - Any indication of organic life (5.3)
   - The discovery of resources (11.6)
   - Any change of status, harmful impacts of activities, use of nuclear power, and links to websites for specific objects/activities [COPUOS recommendations]
4. Protect the environment and preserve areas of “special scientific interest” such as historic landing sites (7.1-7.3);
5. Allow free access to all areas by other parties (9.2);
7. Share technology as part of sharing the benefits of outer space with less technologically advanced countries (4.1-4.2)

5. Sharing Technology; Exclusions
In accordance with Treaty Article 4, the States Parties agree to develop a process for sharing technology on a mutually acceptable basis. Until or in the absence of such a process, the States Parties agree to require their nationals to license technology at no more than fair market value. Technology that is subject to export controls shall be excluded from these requirements.

6. Standards and Recommended Practices; Registry
The States Parties, in consultation with non-governmental entities, agree to develop technology standards and recommended practices for the safe use and development of space resources. Such standards or practices shall not require technology that is subject to export controls. The Agency and/or other designated entities shall maintain the registry of such information and any information relevant to activities on the Moon that is not included in the registry for the Registration Convention that is maintained by the United Nations.

7. Protected Sites; Designation
The States Parties agree to prohibit the use or disturbance of any location on the Moon or other celestial body that is the site of a historical mission that occurred more than 20 years prior to the authorization of new activity pending a final determination of the site's status as a Cultural Heritage Site. This prohibition applies to the location of any equipment and any evidence of presence (e.g., footprints, tracks). The States Parties agree to develop standards and recommended practices for determining what historical, cultural, or scientific sites should be protected or to designate another entity/process for making such determinations that will be binding on the States Parties.

8. Governance; Fees
The States Parties agree to create a process of governance for making substantive decisions as authorized under Articles 11 and 18 of the Treaty. The States Parties are financially responsible for the Agency, which shall be operated in a cost-effective manner. The collection and use of fees for administration or any other purpose is a substantive decision to be made by the governance process.

9. Dispute Resolution
The States Parties agree that any dispute concerning this Agreement or the Treaty shall be addressed using the consultation process detailed in Treaty Article 15. As an alternative, the States Parties hereby authorize the voluntary use of binding arbitration in accordance with the 2011 Permanent Court of Arbitration Optional Rules for Arbitration of Disputes Relating to Outer Space Activities. The results of such arbitration shall be enforceable under The Convention on the Recognition and Enforcement of Foreign Arbitral Awards (“New York Convention”). The Agency shall facilitate and inform the arbitration.

10. Controlling Law; Rights of Individuals, Settlements
In accordance with Treaty Article 12, the States Parties agree that the controlling law at any location shall be the law of the country that authorized/supervises the activity at that location, subject to this Agreement and Treaty. Relations between locations of different nationalities will be governed by current international law, including the Convention On International Liability For Damage Caused By Space Objects (“Liability Convention”), until such time as new substantive rules are created under the governance process in Agreement Paragraph 8, as authorized by Treaty Article 18. Nothing in this Agreement or in the Treaty shall be interpreted as denying or limiting the rights guaranteed to individuals by the Universal Declaration of Human Rights, or the right of settlements to seek autonomy and/or recognition as sovereign nations.
The proposed Implementation Agreement is based on four organizational principles:

1. The legal framework must be comprehensive in scope and support all private activity.
3. Defer issues currently at impasse (e.g., monetary sharing of benefits) by creating a governance process for making future decisions.
4. Build upon and integrate current institutions and processes.

The Space Treaty Project, aka The Space League, is a California nonprofit founded by Dennis O’Brien. The Project is a member of The Moon Village Association; Mr. O’Brien sits on their Coordination & Cooperation workgroup. The MVA is now an official Observer at the United Nations Committee on the Peaceful Uses of Outer Space (COPUOS).


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Produced by The Space Treaty Project

Dedicated to peace and sustainability in outer space

Our Mission: To give people hope and inspiration by helping the nations of the Earth to build a common future