



CLARIFICATIONS TO THE MOOT PROBLEM

The 1st Malaysia Space Law Moot Court Competition (PMPA 2025)

Co-organised by:

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5 – 7 December 2025

Universiti Sains Islam Malaysia (USIM)



IN THE COURT OF APPEAL AT SUTRAJAYA
CIVIL APPEAL NO. A-19-11 OF 2025

BETWEEN

SPACE REGULATORY AUTHORITY (SRA)

APPELLANT

v

PERSATUAN PENDUDUK KAMPUNG SRI MAKMUR

RESPONDENT

QUESTIONS AND ANSWERS

QUESTION 1: FACTS OF THE CASE (DETAILS FACTS, OPERATION AND SAFETY):

- 1.1 What type of relationship or partnership exists among the four parties involved in the quadripartite arrangement for the launch, as stated in paragraph 3 of the Moot Problem?

Answer: Open for arguments and can be inferred from the facts.

(The Moot Problem records that the launch was governed by a quadripartite arrangement involving the four parties. Further details are not specified)

- 1.2 What is the prescribed size of the designated safety perimeter established by the SRA?

Answer: Open for arguments and can be inferred from the facts.

- 1.3 What were the specific “evacuation protocols” initiated as stated in paragraph 7 of the Moot Problem?

Answer: Open for arguments and can be inferred from the facts.

(Security personnel has initiated evacuation protocols as described. No additional details are provided)



- 1.4 Were any notices, warnings, or public communications issued to Kampung Sri Makmur (and other neighbouring areas) before or after the launch?
Answer: Open for arguments and can be inferred from the facts.
(The Problem does not specify whether any notices or warnings were issued)
- 1.5 What were the “requisite risk assessments” conducted by the SRA, as stated in paragraph 22 of the Moot Problem?
Answer: Open for arguments and can be inferred from the facts.
(The Problem states that SRA asserted risk assessments were conducted in accordance with applicable standards. The detailed content is not provided)
- 1.6 Where was the exact location of the Orbicom-7 launch site situated?
Answer: Open for arguments and can be inferred from the facts.
(The launch took place at the Sarawak Orbital Launch Centre (SOLC). The precise coordinates are not specified)
- 1.7 When did SALC, Orbital Cosmos Aerospace, and the Chinese aerospace contractor first become aware of the incident, and when was SRA formally notified?
Answer: Open for arguments and can be inferred from the facts.
(The Problem states that SALC and Orbital Cosmos did not duly notify the competent authority. The exact timing of awareness and notification is not detailed)
- 1.8 Is the Chinese aerospace contractor involved in this case a private company or a state-owned entity?
Answer: Open for arguments and can be inferred from the facts.
(The Problem only refers to the entity as “a Chinese aerospace contractor.” Its ownership status is not specified)
- 1.9 What are the “applicable standards and procedures” as stated in paragraph 22 of the Moot Problem?
Answer: Open for arguments and can be inferred from the facts.
(The Problem refers to “applicable standards and procedures” but does not enumerate them)



- 1.10 In paragraph 6 of the Moot Problem, it is stated that “*the failure was compounded by inadequate quality control in the imported engine components and the absence of a redundant safety valve system.*”

Question: Was SRA involved in the approval process for these components, and was it aware of the quality control issues or the absence of redundancy systems?

Answer: Open for arguments and can be inferred from the facts.

(The Problem does not specify whether SRA was involved in the technical approval of components)

- 1.11 What was the total duration of the project prior to the launch — from the planning stage to approval and actual launch?

Answer: Open for arguments and can be inferred from the facts.

(The Problem does not provide details of the overall duration from planning to launch)

- 1.12 Was the launch heavily publicised?

Answer: Open for arguments and can be inferred from the facts.

(The launch was attended by officials, observers, and media. The extent of wider publicity is not specified)

- 1.13 Is the appellant only the SRA or are the other three subsidiary parties involved as well?

Answer: *(The record shows that the appellant is SRA)*

- 1.14 Is the satellite registered under Malaysia or under Luxembourg?

Answer: Open for arguments and can be inferred from the facts.

(The Problem states Orbital Cosmos Aerospace is incorporated in Luxembourg. The state of registration of the satellite is not specified)

- 1.15 What was the (minimum) size of the designated safety perimeter in the SOLC?

Answer: Open for arguments and can be inferred from the facts.

(Not specified in the Problem)

- 1.16 What was the exact contractual relationship between Orbital Cosmos Aerospace and the Chinese aerospace contractor? Specifically, was the launch vehicle supplied, leased, or operated under a service or partnership agreement?

Answer: Open for arguments and can be inferred from the facts.

(The Problem refers to a quadripartite arrangement. No further contractual details are provided)



- 1.17 Did the SRA issue the launch authorisation directly to Orbital Cosmos Aerospace, or to SALC?

Answer: Open for arguments and can be inferred from the facts.

- 1.18 Was the LongSky-5 launch vehicle owned by the Chinese contractor or leased by SALC?

Answer: Open for arguments and can be inferred from the facts.

(The Problem describes the launch vehicle as supplied and operated by the Chinese contractor)

- 1.19 What safety measures were implemented by Orbital Cosmos Aerospace prior to the launch?

Answer: Open for arguments and can be inferred from the facts.

(The Problem does not specify safety measures implemented by each party)

- 1.20 What safety measures were implemented by SALC prior to the launch?

Answer: Open for arguments and can be inferred from the facts.

(The Problem does not specify safety measures implemented)

- 1.21 Which party was responsible for the manufacture, inspection, and quality control of the defective oxidiser fuel pump and other faulty components that caused the engine failure?

Answer: Open for arguments and can be inferred from the facts.

(The Problem records inadequate quality control in imported components. Responsibility and timing are not further specified)

- 1.22 Was the defect discovered post-incident or was it known to any party prior to the launch?

Answer: Open for arguments and can be inferred from the facts.

- 1.23 Were the safety and security personnel at the launch site under the direction of SRA, SALC, or Orbital?

Answer: Open for arguments and can be inferred from the facts.

(The Problem records that safety and security personnel had initiated evacuation protocols during the incident. It does not specify whether they were under the direction of SRA, SALC, or Orbital)



- 1.24 Were the fire brigades and HAZMAT teams already stationed at the site before lift-off, or were they deployed only after the explosion?

Answer: Open for arguments and can be inferred from the facts.

(The Problem notes that evacuation protocols, fire brigades, and hazardous material teams were involved. Specific chains of command are not detailed)

- 1.25 Which party or authority informed or instructed the fire brigades to be present or to respond to the incident?

Answer: Open for arguments and can be inferred from the facts.

(The Problem notes that evacuation protocols, fire brigades, and hazardous material teams were involved. Specific chains of command are not detailed)

- 1.26 Which organisation did the HAZMAT teams that responded to the explosion belong to?

Answer: Open for arguments and can be inferred from the facts.

(The Problem notes that evacuation protocols, fire brigades, and hazardous material teams were involved. Specific chains of command are not detailed)

- 1.27 Who notified or directed the HAZMAT teams to respond after the explosion?

Answer: Open for arguments and can be inferred from the facts.

(The Problem notes that evacuation protocols, fire brigades, and hazardous material teams were involved. Specific chains of command are not detailed)

- 1.28 Did SRA have any knowledge of the launch incident or its consequences before the official complaint was lodged by the villagers on 2 May 2025?

Answer: Open for arguments and can be inferred from the facts.

(The Problem does not state whether SRA had prior knowledge before 2 May 2025)

- 1.29 Who conducted the sampling and testing of the water that revealed traces of hydrazine?

Answer: Open for arguments and can be inferred from the facts.

(The Problem states water samples revealed hydrazine. The party conducting or instructing the sampling is not specified)



- 1.30 Who instructed or prompted the sampling and testing of the water (was it initiated by SRA, SALC, local authorities, or the affected villagers themselves)?
Answer: Open for arguments and can be inferred from the facts.
(The Problem states water samples revealed hydrazine. The party conducting or instructing the sampling is not specified)
- 1.31 What was the designated safety buffer zone distance around the launch site?
Answer: Open for arguments and can be inferred from the facts.
(The Problem refers to a safety perimeter and applicable standards. No further details are given)
- 1.32 Did any parties (other than SRA) conduct safety or risk briefings for the nearby villagers before the launch?
Answer: Open for arguments and can be inferred from the facts.
(The Problem does not specify whether any safety or risk briefings were conducted by parties other than SRA)
- 1.33 What specific risk assessments or procedures did SRA conduct prior to the launch to ensure compliance with applicable standards as provided under paragraph 22?
Answer: Open for arguments and can be inferred from the facts.
(The Problem states that SRA asserted all requisite risk assessments were conducted in accordance with applicable standards and procedures. The specific content is not further detailed)
- 1.34 Is LongSky-5 owned by Orbital Cosmos Aerospace or the Chinese aerospace contractor?
Answer: Open for arguments and can be inferred from the facts.
(The Problem states it was supplied and operated by the Chinese contractor)
- 1.35 What was the precise altitude of the spacecraft at the time of its explosion?
Either SRA was informed by SALC that there was engine failure before SALC launched the rocket?
Answer: Open for arguments and can be inferred from the facts.
(The Problem states the explosion occurred at low altitude (after 30 seconds). It does not mention if SALC informed SRA beforehand)



- 1.36 Was there any formal written agreement between the four parties involved in the quadripartite arrangement (Orbital Cosmos, SALC, the Chinese contractor, and SRA)? And if there any, can we look at it?

Answer: Open for arguments and can be inferred from the facts.

(The Problem refers to a quadripartite arrangement. It does not disclose written terms)

- 1.37 Is there an official live broadcast from all tv stations and social media of the government?

Answer: Open for arguments and can be inferred from the facts.

(The Problem records presence of media and observers. It does not mention live broadcast details)

- 1.38 How many experiences does the Orbital Cosmos Aerospace and China aerospace contractor has in their attempt in launching space object (space activity)?

Answer: Open for arguments and can be inferred from the facts.

(The Problem does not specify prior launch experience of the parties)

- 1.39 Is there any misinformation given by LongSky-5 owner?

Answer: Open for arguments and can be inferred from the facts.

(Not mentioned in the Problem)

- 1.40 Does the debris only include solid object?

Answer: Open for arguments and can be inferred from the facts.

(The Problem refers to debris and hydrazine contamination. It does not categorise the debris further)

- 1.41 Who was in charge of launch safety and risk management: SRA or SALC? Were the engine components imported and approved by Malaysian authorities ahead of launch?

Answer: Open for arguments and can be inferred from the facts.

(Not specified in the Problem)

- 1.42 Were the engine components imported and approved by Malaysian authorities ahead of?

Answer: Open for arguments and can be inferred from the facts.

Not specified in the Problem.



- 1.43 Was Kampung Sri Makmur located within or outside the officially specified safety zone radius certified by SRA?

Answer: Open for arguments and can be inferred from the facts.

(The Problem notes Kampung Sri Makmur is 15 km away and was affected. It does not provide further technical details)

- 1.44 Did the hydrazine contamination come from unburned propellant or post-impact leakage?

Answer: Open for arguments and can be inferred from the facts.

(The Problem confirms that water samples revealed traces of hydrazine. The source of the contamination, whether from unburned propellant or post-impact leakage, is not specified)

- 1.45 What was the approved radius of the safety buffer zone established by SRA for the Sarawak Orbital Launch Centre (SOLC)?

Answer: Open for arguments and can be inferred from the facts.

(The Problem states that a designated safety perimeter was established, but it does not specify the exact radius approved by SRA)

- 1.46 Were there other nearby towns, villages, or residential areas (besides Kampung Sri Makmur) within the buffer zone perimeter?

Answer: Open for arguments and can be inferred from the facts.

(The Problem only refers specifically to Kampung Sri Makmur as being affected. It does not mention other towns, villages, or residential areas within the buffer zone)

- 1.47 Was the safety buffer set in compliance with international standards?

Answer: Open for arguments and can be inferred from the facts.

(The Problem states that a safety perimeter was established but does not indicate whether it was set in compliance with any particular international standards)

- 1.48 Where is Sarawak Orbital Launch Centre (SOLC) located and what is the distance between the centre and populated area?

Answer: Open for arguments and can be inferred from the facts.

(The Problem states it is in Sarawak. Specific distances are not provided)



- 1.49 What is the exact origin of the Chinese aerospace contractor ? Is it Malaysian-based or China-based ?

Answer: Open for arguments and can be inferred from the facts.

(The Problem only refers it as a 'Chinese aerospace contractor')

- 1.50 Para 20 - "They also alleged failure of adequate safety measures by the responsible Government authorities, pointing to insufficient risk assessments, lack of community briefings, and insufficient safety buffers around the launch site."

Question: Who are the other responsible Government authorities and agencies mentioned?

Answer: Open for arguments and can be inferred from the facts.

(The Problem mentions "responsible Government authorities" generally. No further specification is given)

- 1.51 Para 22 - "The incident rapidly garnered national attention. Opposition members of Parliament questioned whether Malaysia government had prematurely embarked on commercial space launch activities without establishing a robust and comprehensive regulatory safety framework. The SRA, however, stated that all requisite risk assessments had been conducted thoroughly and in accordance with applicable standards and procedures."

Question: What is the content of the standard procedures and risk assessments mentioned by SRA ?

Answer: Open for arguments and can be inferred from the facts.

(The Problem refers to requisite risk assessments and applicable standards. Their content is not provided)

- 1.52 Is it confirmed that the LongSky-5 launch vehicle was operated and controlled entirely by the Chinese aerospace contractor or did SRA have any direct technical involvement during the launch?

Answer: Open for arguments and can be inferred from the facts.

(The Problem states the vehicle was supplied and operated by the Chinese contractor. It does not mention SRA's technical involvement)

- 1.53 Did the SRA's approved Risk Assessment Report (RAR) and safety perimeter guarantee containment for the Maximum Credible Accident (MCA), specifically the catastrophic dispersion of toxic Hydrazine fuel and debris out to the 15-kilometre impact zone?

Answer: Open for arguments and can be inferred from the facts.

(The Problem does not specify this)



2. LEGAL SYSTEM (DOMESTIC LAWS, REGULATIONS, AND LICENSES)

- 2.1 Did the Chinese aerospace contractor obtain a licence and launch permit under the Malaysian Space Board Act 2022 (Act 834)?

Answer: Open for arguments and can be inferred from the facts.

(The Problem refers to approval being secured under the Malaysian Space Board Act 2022 (Act 834) for the launch. It does not specify whether the Chinese aerospace contractor itself obtained a licence or launch permit)

- 2.2 Who does the “competent authority” refer to in paragraph 13 of the Moot Problem?

Answer: Open for arguments and can be inferred from the facts.

(The Problem refers generally to a “competent authority” without specifying which authority is meant)

- 2.3 Under which company or entity was the Orbicom-7 satellite and launch vehicle registered and licensed under the Malaysian Space Board Act 2022 (Act 834)?

Answer: Open for arguments and can be inferred from the facts.

(The Problem states that Orbital Cosmos Aerospace is incorporated in Luxembourg and that approval under the Malaysian Space Board Act 2022 (Act 834) was secured for the launch. The specific entity under which the Orbicom-7 satellite and launch vehicle were registered or licensed is not specified)

- 2.4 In paragraph 15 of the Moot Problem, reference is made to the *Guidelines on Non-Catastrophic Space Accident Investigation Involving Fallen Space Objects in Malaysia*.

Question: Do these guidelines actually exist, or were they created solely for the purposes of the moot problem? If so, what are their key provisions and the steps required to ensure compliance?

Answer: Can be inferred from the facts.

(The Problem refers the Guidelines on Non-Catastrophic Space Accident Investigation Involving Fallen Space Objects in Malaysia. It is an official Guidelines that can be accessed through PMPA website ‘<https://spacelawmootcourt.usim.edu.my>’ by 14 October 2025)



- 2.5 Did the parties — SALC, Orbital Cosmos Aerospace, and the Chinese aerospace contractor — obtain all necessary licences and approvals? If so, what were those licences?

Answer: Open for arguments and can be inferred from the facts.

(The Problem states that approval under the Malaysian Space Board Act 2022 (Act 834) was secured for the launch. It does not specify the details of the licences or approvals obtained by each of the parties)

- 2.6 The statement in Paragraph 13 of the Moot Problem is from which source/authority?

Answer: Open for arguments and can be inferred from the facts.

(The source/authority is not provided)

- 2.7 Did SRA conduct any safety checks before approving its license and what were the safety checks conducted?

Answer: Open for arguments and can be inferred from the facts.

(The Problem states that SRA authorised the launch and asserted that requisite risk assessments were conducted in accordance with applicable standards. It does not provide details of the specific safety checks undertaken)

- 2.8 Whether the quadripartite agreement included a joint liability or indemnity clause that outlines how liability is apportioned among the parties— for example , whether it specified percentage based responsibility for each party?

Answer: Open for arguments and can be inferred from the facts.

- 2.9 What are the obligations of each party in the Quadripartite Agreement with regard to the launch?

Answer: Open for arguments and can be inferred from the facts.

(The Moot refers to a quadripartite arrangement involving Orbital Cosmos Aerospace, SALC, the Chinese aerospace contractor, and SRA. The specific obligations of each party under that arrangement are not detailed)

- 2.10 What were the standards/criterias/screening process, if any, utilised by SRA or SOLC or Orbital Cosmos in determining adequate quality control in the imported engine components?

Answer: Open for arguments and can be inferred from the facts.

(The Problem records that the failure was compounded by inadequate quality control in the imported engine components. It does not provide details of the standards, criteria, or screening process that may have been applied by any of the parties)



- 2.11 When did the SALC and Orbital Cosmos Aerospace acquire the knowledge of the occurrence of the incident and how did they come to acquire the knowledge ?
Answer: Open for arguments and can be inferred from the facts.
(The Problem does not specify)
- 2.12 How often did the SRA and SOLC conduct risk assessments, community briefings, and establish security buffers at the launch site, and when were these activities carried out and what specific issues were assessed or discussed?
Answer: Open for arguments and can be inferred from the facts.
(Not specified in the Problem)
- 2.13 What were the requirements of the launch permit issued by the SRA?
Answer: Open for arguments and can be inferred from the facts.
(The Problem does not provide details)
- 2.14 Was there any insurance or indemnification arrangement required under the launch licence?
Answer: Open for arguments and can be inferred from the facts.
(The Problem does not provide details)
- 2.15 Was the submission or approval of a safety management or risk-mitigation plan a mandatory requirement for the issuance of a launch licence?
Answer: Open for arguments and can be inferred from the facts.
(The Problem does not provide details)
- 2.16 Did the SRA verify that all requirements of the launch license were satisfied before authorising the launch?
Answer: Open for arguments and can be inferred from the facts.
(The Problem does not provide details)
- 2.17 What are the prescribed technical and safety requirements stipulated by MOSTI that must be satisfied for the granting of spacecraft launch permits, licences, and certificates?
Answer: Open for arguments and can be inferred from the facts.
(Not specified in the Problem)
- 2.18 Who is the competent authority referred to in this paragraph?
Answer: Open for arguments and can be inferred from the facts.
(Refer to 2.2.)



- 2.19 What are the contents and scope of the Guidelines on Non-Catastrophic Space Accident Investigation Involving Fallen Space Objects in Malaysia?

Answer: Open for arguments and can be inferred from the facts.

(The Problem refers the Guidelines on Non-Catastrophic Space Accident Investigation Involving Fallen Space Objects in Malaysia. It is an official Guidelines that can be accessed through PMPA website '<https://spacelawmootcourt.usim.edu.my>' by 14 October 2025)

- 2.20 Did Orbital Cosmos Aerospace use its own launch licence or SALC's operator licence?

Answer: Open for arguments and can be inferred from the facts.

(Not specified)

- 2.21 Was there any formal written agreement between the four parties involved in the quadripartite arrangement (Orbital Cosmos, SALC, the Chinese contractor, and SRA)? And if there any, can we look at it?

Answer: Open for arguments and can be inferred from the facts.

(Not specified)

- 2.22 Does China aerospace contractor and Orbital Cosmos Aerospace already got the licence, permit and certificate from their country (if we may get the details on which they get and which they do not)?

Answer: Open for arguments and can be inferred from the facts.

(Not specified)

- 2.23 What is the additional documents that the China aerospace contractor and Orbital Cosmos Aerospace has given to SRA if any? Does it include the blueprint and true detail of the spacecraft?

Answer: Open for arguments and can be inferred from the facts.

(Not specified)

- 2.24 Is there any test for launch that was conducted before the real event?

Answer: Open for arguments and can be inferred from the facts.

(The Problem does not provide such details)

- 2.25 When do they get the authorization from SRA?

Answer: Open for arguments and can be inferred from the facts.

(The Problem does not provide such details)



- 2.26 Does Malaysian Space Board has ever give a circular or reminder in regards of the activity or does it ever been made public long before the event?

Answer: Open for arguments and can be inferred from the facts.

(The Problem does not provide such details)

- 2.27 Was the SRA directly responsible for the launch's risk assessment approval, or did it only oversee licensing?

Answer: Open for arguments and can be inferred from the facts.

(The Problem does not provide such details)

- 2.28 On what date did Orbital Cosmos Aerospace obtain approval from the Malaysian Government under the Malaysian Space Board Act 2022?

Answer: Open for arguments and can be inferred from the facts.

(The Problem does not provide such details)

- 2.29 How long before the 1 May 2025 launch date did SALC and SRA begin pre-launch preparations, safety tests, and environmental risk assessments?

Answer: Open for arguments and can be inferred from the facts.

(The Problem does not provide such details)

- 2.30 What are the contents of the quadripartite arrangements ?

Answer: Open for arguments and can be inferred from the facts.

(The Problem refers to an arrangement. No further details are given)

- 2.31 Whether each party has divided their liability in the arrangements ?

Answer: Open for arguments and can be inferred from the facts.

(The Problem refers to an arrangement. No further details are given)

- 2.32 What are the relevant clauses that the parties agreed for ?

Answer: Open for arguments and can be inferred from the facts.

(The Problem refers to an arrangement. No further details are given)

- 2.33 If it is a China based company, whether it is a full State Party to the Outer Space Treaty 1967, Liability Convention 1972, and Registration Convention 1975?

Answer: Open for arguments and can be inferred from the facts.

(The Problem refers to the involvement of a Chinese aerospace contractor but does not specify its legal status or the treaty status)



- 2.34 Para 13 - “It was established that SALC and Orbital Cosmos Aerospace did not undertake any measures to duly notify the competent authority upon acquiring knowledge of the occurrence of the incident. “

Question: Who is the competent authority mentioned ?

Answer: Open for arguments and can be inferred from the facts.

(Refer to 2.2.)

- 2.35 Para 15 - “On 3 May 2025, based on Guidelines on Non-Catastrophic Space Accident Investigation Involving Fallen Space Objects in Malaysia, SRA investigators visited the site.”

Question: “Guidelines on Non-Catastrophic Space Accident Investigation Involving Fallen Space Objects in Malaysia”, is the guideline mentioned based on UN’s guidelines space treaties ?

Answer: Open for arguments and can be inferred from the facts.

The Moot Problem refers to the Guidelines on Non-Catastrophic Space Accident Investigation in Malaysia. It does not state whether these Guidelines are based on UN treaties or guidelines. It is an official Guidelines that can be accessed through PMPA website ‘<https://spacelawmootcourt.usim.edu.my>’ by 14 October 2025)

- 2.36 Para 22 - “The incident rapidly garnered national attention. Opposition members of Parliament questioned whether Malaysia government had prematurely embarked on commercial space launch activities without establishing a robust and comprehensive regulatory safety framework. The SRA, however, stated that all requisite risk assessments had been conducted thoroughly and in accordance with applicable standards and procedures.”

Question: What is the content of the standard procedures and risk assessments mentioned by SRA? Question: Whether the regulatory safety framework was substantively discussed in Parliament ?

Answer: Open for arguments and can be inferred from the facts.

(The Problem records that SRA stated all requisite risk assessments were conducted in accordance with applicable standards and procedures. The specific content of those procedures and assessments is not provided. The Problem also notes that members of Parliament raised questions on the adequacy of the regulatory safety framework, but it does not state whether the framework was substantively debated in Parliament)



- 2.37 Whether International Law/Convention that are ratified by Malaysian Government is applicable or any International Space Law is applicable?

Answer: Open for arguments and can be inferred from the facts.

(The Problem provides that Malaysia is assumed to be a State Party to the Outer Space Treaty 1967, the Liability Convention 1972, and the Registration Convention 1975. The applicability and scope of international space law in this case are not specified and remain open for arguments)

3. JUDICIAL SYSTEM (COURT, LIABILITY AND INTERNATIONAL LAW)

- 3.1 Did any external factors contribute to the catastrophic malfunction in the propulsion system, or was it solely due to internal structural defects?

Answer: Open for arguments and can be inferred from the facts.

- 3.2 Which specific provisions of the Outer Space Treaty 1967 or the Liability Convention 1972 did the High Court rely upon when imposing absolute liability on SRA (as referred to in paragraph 24(a) of the Moot Problem)?

Answer: Open for arguments and can be inferred from the facts.

(The Problem states the Court referred to relevant treaties. Specific provisions are not enumerated)

- 3.3 What benchmark was used to assess “adequate safety”? Were international standards (e.g., UN COPUOS Safety Framework) or national regulations applied?

Answer: Open for arguments and can be inferred from the facts.

(The Problem refers to the concept of “adequate safety” and to compliance with applicable standards and procedures. It does not specify whether the benchmark was based on international standards or national regulations)

- 3.4 Is the Interim Report (para 18) submitted by SRA admissible in the court?

Answer: Open for arguments and can be inferred from the facts.

(The Problem records an interim report was submitted. Its admissibility is not specified)



- 3.5 Was the contamination confirmed on 2 May 2025 by professionals through Environmental Impact Assessment (EIA) reports or was the information obtained through medical check-ups of the villagers?

Answer: Open for arguments and can be inferred from the facts.

(The Problem records medical and expert findings confirming contamination. Details of processes are not further specified)

- 3.6 Was there any investigation / expert testimony / or reports that directly attribute the livestock's deaths to the contaminated water sources or was this conclusion primarily based on the farmer's beliefs

Answer: Open for arguments and can be inferred from the facts.

(The Problem records medical and expert findings confirming contamination. Details of processes are not further specified)

- 3.7 Is the evidence listed in paragraph 24(b)(ii) intended to show what the SRA specifically failed to do, or what all the parties involved collectively failed to do?

Answer: Open for arguments and can be inferred from the facts.

- 3.8 Are all the damages suffered by the villagers to be considered directly attributable to the launch incident?

Answer: Open for arguments and can be inferred from the facts.

(The High Court found damages directly attributable to the launch. No further detail is given)

- 3.9 Is the Respondent, Persatuan Penduduk Kampung Sri Makmur, bringing the action in its representative capacity on behalf of the affected villagers, or in its own capacity as an association?

Answer: Open for arguments and can be inferred from the facts.

(The Problem names the Respondent as the residents' association, and the Appellant as SRA. No additional parties are specified)

- 3.10 Are there any other individuals (E.g. Kassim's family members and affected villagers) or entities joined as co-respondents in the proceedings?

Answer: Open for arguments and can be inferred from the facts.

(The Problem identifies the Respondent as the Persatuan Penduduk Kampung Sri Makmur)



- 3.11 Is the Government of Malaysia included or joined as a co-appellant together with the Space Regulatory Authority (SRA) in this appeal?

Answer: Open for arguments and can be inferred from the facts.

(The Problem identifies the Space Regulatory Authority (SRA) as the sole Appellant in this appeal)

- 3.12 Is Sarawak Aerospace & Launch Corporation (SALC) a government-owned entity, private company, or subsidiary under any Malaysian governmental body?

Answer: Open for arguments and can be inferred from the facts.

(The Problem does not specify)

- 3.13 When does Malaysia become party to the treaties mentioned? May we get details on the exact date?

Answer: Open for arguments and can be inferred from the facts.

(The Problem provides that Malaysia is assumed to be a full State Party. No dates are given)

- 3.14 Does the Space Regulatory Authority (SRA) qualify as the launching State under international law for this launch, given that the launch vehicle was supplied and operated by a Chinese contractor?

Answer: Open for arguments and can be inferred from the facts.

- 3.15 Para 18 - "However, their interim report suggested that liability for compensation rested primarily with the foreign launch service provider, not SRA."

Question: What are the contents of the interim report ?

Answer: Open for arguments and can be inferred from the facts.

(The Problem mentions the interim report suggesting liability rested with the foreign launch provider. No further contents are given)

- 3.16 Should economic loss such as Fish Aquaculture's RM500000 loss be treated as compensable under absolute liability?

Answer: Open for arguments and can be inferred from the facts.

(The Problem records that the High Court awarded compensation, including for economic loss. Further qualification is not provided)