

Model Resource Agreement for the Moon Treaty

(The Space Treaty Project: updated November 2022)

1. SCOPE OF AGREEMENT

The provisions of this Resource Agreement ("Agreement") and the underlying Agreement Governing The Activities Of States On The Moon And Other Celestial Bodies ("Moon Treaty" or "Treaty") shall be interpreted and applied together as a single instrument. In the event of any inconsistency between the Treaty and the Agreement, 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.

2. ADOPTION OF TREATIES

The States Parties agree to adopt and be bound by this Agreement, the underlying Treaty, the Treaty On Principles Governing The Activities Of States In The Exploration And Use Of Outer Space, Including The Moon And Other Celestial Bodies ("Outer Space Treaty"), the Convention On Registration Of Objects Launched Into Outer Space ("Registration Convention"), the Convention On International Liability For Damage Caused By Space Objects ("Liability Convention"), and the Agreement On The Rescue Of Astronauts, The Return Of Astronauts And The Return Of Objects Launched Into Outer Space ("Rescue/Return Agreement"), and to assure that national activities are carried out in conformity with the provisions set forth in this Agreement and the Treaties.

3. EXPLOITATION OF RESOURCES

The States Parties agree that any entity whose activity is authorized and supervised by a State Party shall have the right to exploit resources at the location of the activity. Exploitation of resources shall include but is not limited to: (a) the collection/extraction of materials, and (b) the use of land, including surface and subsurface locations, for any public or private activity. The States Parties agree to be guided by the principles of open access, nonappropriation, and due regard as established by the Outer Space Treaty. Access to resources shall be shared. All space resource activity shall be conducted in such a manner so that other parties can safely access the same resources. Resources removed from in place can become the property of the entity removing them, subject to applicable national laws. The right to exploit resources shall terminate if the authorized entity fails to comply with the obligations in the above-listed treaties and this Agreement.

4. PUBLIC POLICY OBLIGATIONS

The States Parties agree that the 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. 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 use of radioactive materials (7.2)
 - The discovery of resources (11.6)
4. Protect the environment and preserve areas of "special scientific interest", including historic landing sites (7.1-7.3);
5. Allow free access to all areas by other parties (9.2).

5. REGISTRATION OF ACTIVITIES

The States Parties agree to register their activities on and near the Moon in accordance with the Registration Convention* when applicable, and to create and/or designate another process when not applicable.

6. STANDARDS AND RECOMMENDED PRACTICES

The States Parties agree to develop, in consultation with non-governmental entities, standards and recommended practices for the safe utilization of outer space resources by all interested countries, irrespective of their degree of economic or scientific development. Such standards or practices shall not require technology that is subject to export controls. The States Parties shall create or designate an official registry for such standards and recommended practices.

7. PROTECTION OF NATURAL ENVIRONMENT; CULTURAL HERITAGE SITES

The States Parties, in accordance with Treaty Article 7, agree to develop standards and recommended practices to prevent the disruption of the existing balance of a celestial body's environment. The States Parties further agree to protect natural and cultural heritage sites, and/or to designate another entity/process for making such determinations that will be binding on the States Parties. Until such process is established, 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 mission that occurred prior to the year 2000 CE. This prohibition applies to the location of any equipment and any evidence of presence, including footprints and tracks.

8. AGENCY; FEES

The States Parties are financially responsible for the administration of the Agreement and the Treaty. The States Parties agree to create an agency, as needed, to administer the provisions of this Agreement and the Treaty. Any such agency shall be ministerial** only. All substantive decisions, including the collection and use of any fees, shall be made by the States Parties.

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 United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards ("New York Convention"). Likewise, settlements achieved through mediation shall be enforceable under the United Nations Convention on International Settlement Agreements Resulting from Mediation ("Singapore Convention").*

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 the Treaty and this Agreement. Relations between locations of different States Parties will be governed by current international law until such time as new substantive rules are created by the States Parties. Nothing in this Agreement or in the Treaty shall be interpreted as limiting or diminishing the rights of individuals or settlements under customary international law.

*The Registration and Liability Conventions may be updated per recommendations in the UNOOSA/COPUOS 2019 Guidelines for the Long-term Sustainability of Outer Space Activities.

**Ministerial: "Relating to or being an act done after ascertaining the existence of a specified state of facts in obedience to a legal order without exercise of personal judgment or discretion." – Miriam-Webster Dictionary

The Model Resource Agreement is based on **four organizational principles**:

1. The legal framework must be **comprehensive** in scope and **support all private activity**.
2. **The Grand Bargain**: Trade private property rights for public policy obligations.
3. **Build upon and integrate** current institutions and processes.
4. **Defer** issues currently at impasse (e.g., monetary sharing of benefits) for future action by the States Parties.

The Space Treaty Project is a scientific/educational nonprofit located in northern California. It is a 501(c)(3) charitable organization as certified by the U.S. Internal Revenue Service. The Project has been working on a Model Resource Agreement for the Moon Treaty since 2017, including extensive peer-review and public comment. For more information, please go to www.spacetreaty.org or contact dennisobrien@spacetreaty.org.