ARBITRAL AWARD

A. Date of Judgement

November 30 2025

B. Composition of the Tribunal

President: Živa SRŠE & Marta LIPOVEC
Arbitrators: Theresa DAMEROW & Victoria Isabelle HESS

C. Identification of the Parties

Applicant 1: Jonathan Elias Vogel
Applicant 2: Tilen Vavpotič
Respondent 1: Jana Ušen
Respondent 2: Samukelisiwe Phindi Makhathini

D. Summary of the trial

From June 2023 until May 2024, there were multiple rounds of unsuccessful negotiations between Alvora and Rapidia led by the President of Paxilia. Conclusively, Alvora and Rapidia jointly submitted a request for arbitration in front of the OSCE Court of Conciliation and Arbitration on June 10 2024. That request was pursuant to Art. 20 § 1 of the Convention on Conciliation and Arbitration within the OSCE.
The oral proceedings took place in Ljubljana, Slovenia, on November 28 and 29 2025.

E. Statement of the facts

The facts of the case as established by the Tribunal are the following:

(1) The Applicant asserts that a reduced streamflow of the Puria River was observed in November 2022. The Respondent elucidated that the reduction is attributable to the augmented operations of the Nuclear Power Plant (hereafter: NPP), consequent to elevated electricity demands during the winter period. However, as the winter season between November and February came to a close, the streamflow did not return to its usual level. To the conviction of the Tribunal, the Applicant stated their belief that the decreased streamflow was due to increased operations at the Fuel Enrichment Plant (hereafter: FEP).

(2) The increased operation of the FEP was proven by the observation flight that took place on 20 April 2023, which the Tribunal is convinced was conducted lawfully under the Open Skies Treaty, meaning this evidence is admissible before the Tribunal. The FEP showed an increase in its thermal signature. The Applicant stated that they believe this increase is due to Rapidia enriching uranium in order to build nuclear weapons. However, the Respondent inconsistently claims that the increase in thermal signature was either because of enriching uranium for research purposes or for an advanced reactor that they had mistakenly forgotten

to inform the Applicant and the International Atomic Energy Agency (IAEA) of their plans to build, for which they claimed to need the enriched uranium.

(3) Contrary to the Respondents' claims, the Applicant stated that they believed the Respondent was enriching uranium for the purpose of developing and constructing nuclear weapons. The Respondent denies these allegations, stating that, even if they had developed nuclear weapons, this would have been in response to a threat and out of necessity pursuing to Article 25 of the Articles on the Responsibility of States for Internationally Wrongful Acts (hereafter: ARSIWA). They further claim that the threat is the Applicant's possession of chemical weapons.

(4) The Respondent's allegations against the Applicant concerning the possession of chemical weapons are based on historical estimations of the Applicant's former stockpile and their alleged inadequate compliance with the declaration and destruction of these weapons. By the end of the Great War, which took place between 1921 and 1930, the Applicant possessed 40,500 tons of mustard agent, yet only 35,980 tons were declared and destroyed. Furthermore, the Respondent relies on the finding of thiodiglycol (hereafter: TDG) by the Laboratory of the Rapidia's Lower Puria Collection Site on 8 August 2021 in the Puria River, following flooding in the geographical area of both the Applicant and the Respondent. Storage facilities belonging to the Applicant were affected during this event. These findings were submitted to the Scientific Advisory Board of the Puria River Consultative Commission, which identified TDG as a precursor and degradant of mustard agent, as well as a pesticide and other industrial uses. The Respondent claims that Alvora declined a call to allow an inspection of its territory in accordance with the Chemical Weapons Convention (CWC), as well as the Applicants refusal to work constructively within the Puria River Commission upon addressing the findings, which they consider an indicator of the Applicant's failure to comply with the CWC.

(5) Furthermore, the Respondent accused the Applicant of environmental negligence regarding the pollution of the Puria River with TDG.

F. Legal Ground

Art. 1 § 1 of the Arbitration Agreement between Alvora and Rapidia (see Appendix IV) mentions that the parties agree to submit their dispute concerning the alleged violations and obligations to arbitration and by that to allow jurisdiction by the OSCE Court of Conciliation and Arbitration (hereafter CCA) including procedural obligations and violations of the treaties relevant to the dispute. These treaties are the Treaty Governing the use of the Puria River (hereafter: Puria River Treaty or PRT), the CWC and its Annexes and the Non Proliferation Treaty (hereafter: NPT) and its additional agreements concerning safeguards. As stated by the ICJ in the *Pulp Mills* case, a procedural breach does not lead to the conclusion of a substantive breach. The substantive breach would need to be established independently.[1]

[1] ICJ Pulp Mills on the River Uruguay (Argentina v. Uruguay), Judgement from the 20 April 2010, § 78.

G. The Merits of each Claim

I. Reduction in streamflow

It is proven beyond reasonable doubt that the streamflow of the Puria River is reduced.

1. International responsibility of Rapidia

a. Under Art. 1 of the Treaty governing the Puria River

(1) Under Art. 1 § 2 lit. a of the PRT, the parties of that treaty are obliged to use the Puria River in an equitable and reasonable manner. The terms equitable and reasonable manner were interpreted by the ICJ in cases regarding the shared use of resources.[2]

(2) Under the United Nations Economic Commission for Europe (hereafter: UNECE) an equitable manner does not necessarily mean an equal share. A share that can be considered fair considering all relevant facts of the concrete case.[3] That is supported by Art. 1 § 3, first sentence of the PRT which mentions that it shall be assumed no use of water resources enjoys inherent priority over other uses. Moreover, because the Tribunal does not find it established beyond reasonable doubt that Rapidia used the additional water for civilian purposes, such as electricity generation or heating, its conduct cannot be deemed equitable. The resulting reduction in streamflow adversely affected Alvora's vital rice production, which must be given special regard under the requirements of vital human needs as articulated in Art. 1 § 3, second sentence, of the PRT.

(3) Furthermore, a reduction in streamflow for non-peaceful purposes is inconsistent with the aim of the PRT, namely to prevent military hostilities relating to the Puria River. In view of the conclusion that Rapidia's use of the river for uranium enrichment is incompatible with the principle of equitable utilization, the Respondent's necessity argument cannot be sustained. In particular, the contention that the uranium enrichment program was undertaken to ensure the energy security of the Rapidian population offers no justification under the circumstances. On the basis of the aforementioned, it does not have to be decided whether the conditions under Art. 25 ARSIWA are actually fulfilled. In view of that, Rapidia's use of the Puria River for its uranium enrichment is not constituting a reasonable manner applied to the use of the river by Rapidia.

(4) Rapidia violated its obligation under Art. 1 § 2 lit. a PRT and cannot claim to have acted in necessity under the ARSIWA.

b. Under ARSIWA

[2] see inter alia *Gabčíkovo-Nagymaros* (1997, § 78), *Pulp Mills* (2010, § 177), *Silala* (2022, §§ 97-98)..
[3] Overview of key principles of equitable and reasonable use, and no significant harm (UNECE) (Overview only!)

(1) An act is considered wrongful under Art. 2 of ARSIWA when the conduct is (a) attributable to the State and (b) when it constitutes a breach of an international obligation. This is also reaffirmed by the case law of the ICJ.[4]

(2) It is unclear whether the FEP is State-operated. Even absent such a finding, it remains undisputed that Rapidia, by allowing the FEP to operate under its laws and administration, has authorized the FEP to abstract water from the Puria River. The consent or approval that is necessary for building a fuel enrichment plant like the FEP, indicates that Rapidia knew about the scope of the operation of the FEP and its influence on the Puria River. The omission of action and the approval of the Rapidia regarding the operation of the FEP are sufficient to establish Rapidia's liability which makes the withdrawal of water attributable to them. As already stated, the excessive withdrawal of water for non-civilian purposes is a breach of Rapidia's obligation under the PRT and since Art. 1 § 2 lit. a and lit. c PRT reflects customary international law on shared watercourses, Rapidia's action is a breach of customary international law as well. There is a sufficiently direct and certain causal nexus as required by the ICJ.[5] Indeed, had Rapidia not engaged in uranium enrichment for non-peaceful purposes, as previously established, the reduction in streamflow would not have occurred. Thus the reduction in streamflow is considered to be provenly caused by the FEP.

2. Reparation for economic damages

(1) Alvora requested reparation, Art. 31-36 of ARSIWA, including compensation for economic damages and to cease the act as pursuant to Art. 30 lit. a ARSIWA.

(2) As stated in Art. 35 ARSIWA, restitution has priority over other forms of reparation and shall "wipe out all the consequences of the illegal act and reestablish the situation which would, in all probability, have existed if that act had not been committed".[6] There is no visible ground why it would not be possible to cease the act and why the river flow would not be restored. Accordingly, Rapidia is obliged to restore the river's flow by ceasing all activities inconsistent with the reasonable and equitable use of the river.

(3) The requested compensation shall cover the economical losses caused by the agricultural damages. The exact amount shall be determined at a later stage of the proceedings, pursuant to the parties' mutual consent. Alvora and Rapidia have time until March 1 2026 to mutually agree on the monetary amount of compensation Rapidia owes Alvora for the reduction in streamflow. If the parties are unable to reach an agreement, the Tribunal, or any other forum agreed upon by the parties, shall determine the monetary amount on the basis of evidence of the specific harm suffered,[7] which Alvora shall submit within one month of the conclusion of unsuccessful negotiations.

[4] ICJ *Phosphates in Morocco*, *US Diplomatic and Consular Staff in Tehran*, *Dickson Car Wheel*
[5] *Bosnia v Serbia*, para. 462; *Armed Activities*, paras. 85–98; *Pulp Mills*, para. 262
[6] ICJ *Chorzów Factory*, p. 47.
[7] ICJ, *Armed Activities* and *Bosnia v. Serbia.*

II. Nuclear weapons

1. Rapidia pursuing efforts to acquire nuclear weapons

(1) The Applicant claims that the Respondent was enriching uranium past civilian purposes, pursuing efforts to acquire nuclear weapons. The Respondent is denying these claims, citing the NPT which states no numerical ban for peaceful purposes of enriching uranium. However, the enrichment of uranium by non-nuclear-weapon states must comply with Article I, II, III NPT, as well as the Comprehensive Safeguard Agreement of the IAEA.

(2) Article 1 of the PRT states that the river must be used in an equitable and reasonable manner. If the river water is used for enriching weapon-grade uranium, the Tribunal considers this to be neither equitable nor reasonable.

(3) The applicant conducted an observation flight on 20 April 2025 lawfully under the Open Skies Treaty, gathering evidence of the increased thermal signature of the FEP. The Respondent claims that the increased thermal signature is due to the enrichment of uranium for either research purposes or an advanced reactor. They state they had mistakenly forgotten to inform the Applicant and the IAEA of their plans to build this reactor, for which they claimed to require the enriched uranium. In any case, the Tribunal considers it a fact that the Respondent has been enriching uranium beyond the stage of enrichment, necessary for low-enrichment reactors. However, the Applicant could not provide any substantial proof that the Respondent is in the process of developing nuclear weapons.

(4) The Tribunal is not convinced beyond reasonable doubt that the respondent has developed or is developing nuclear weapons. Nevertheless, the Tribunal does regard it as established that the Respondent has been enriching uranium to a level exceeding 3-5%, which is regarded as standard as fuel in low-enrichment reactors.

2. Absolute procedural obligation of notifying

(1) The Applicant asserts that the Respondent had a legal obligation to provide prior notification before utilising excessive quantities of water, in accordance with the principles of due diligence as articulated by the ICJ in the *Pulp Mills* case. Hence this is an universally recognized principle of international law and it constitutes a breach of Art. 1 § 1 of the PRT. However, Rapidia is not only obliged to comply with due diligence regulations and the PRT. It is also bound by the provisions of the NPT.

(2) The Respondent claims to have mistakenly forgotten to notify the Applicant as well as the IAEA to their supposed plans of building an advanced reactor that requires HALEU fuel. The Applicant claims a breach of Article 3 NPT. According to Article 3 NPT and the IAEA CAS the Respondent was obliged to inform the IAEA about every change in their nuclear operations and facilities.

(3) The multiple and different obligations on informing different parties about increasing uranium enrichment and the following consequences stress the severity of the violation of procedural obligations and emphasizes that it cannot be excused through forgetfulness.

(4) Therefore the Respondent has gravely breached their procedural obligations of notifying Applicant as well as the IAEA.

(5) The Tribunal believes that the Respondent used this 'mistake' as a pretext to hide their actual reasons for enriching uranium.

3. Legality of enrichment levels

(1) While the Respondents' statement concerning that the NPT does not give concrete numbers on what amount of enrichment is to be considered legal is correct, the Tribunal believes that each case has to be considered individually and with all its facts.

(2) Article IV of the NPT recognises the 'inalienable right' of all parties to develop, produce and use nuclear energy for peaceful purposes, provided this aligns with Articles I and II, which prohibit the transfer or acquisition of nuclear weapons by non-nuclear weapon states. This provision supports civilian nuclear activities, including low-level uranium enrichment of 3–5% U-235 for light water reactors, provided IAEA safeguards under Article III verify the non-diversion of materials to weapons.

(3) The advanced reactor supposedly planned by the Respondent uses uranium with a level of enrichment between 5 and 20%. Such levels of enrichment require close monitoring by the IAEA, particularly given that further enrichment into weapons-grade uranium from 20% to 90% is far faster and easier. Therefore, the IAEA requires access to the facilities, as well as remote monitoring, to ensure peaceful use.

4. Order for Rapidia to suspend alleged uranium enrichment

(1) Suspension can be ordered on the basis of Art. 30-31 of ARSIWA or the basis of judgements of the ICJ,[8] when it is a necessary measure concerning an ongoing violation as a result of a breach. An ongoing enrichment of uranium would further breach Rapidia's obligations under the NPT, therefore, suspension is a proportionate and necessary measure to enforce Rapidia's compliance with the NPT.

(2) The Tribunal wants to emphasize that Rapidia is allowed to enrich uranium for civilian purposes in their declared manner but to enrich uranium beyond that, they need to follow the procedure laid down by the NPT.

5. Independent inspection to allow verification by International Atomic Energy Agency (IAEA)

(1) The Parties have agreed to allow verification by the IAEA.

(2) There is also an obligation by Rapidia to let that happen under Art. III § 1 of the NPT that mentions the obligation of non-nuclear-weapon States to adapt safeguards from the agreements as the Comprehensive Safeguard Agreement (hereafter: CSA) like the inspection by the IAEA that is triggered by producing undeclared nuclear material even for peaceful

[8] Wall AO, para. 163; Armed Activities, para. 163

purposes as well as under weapon grade level.[9] There is no right of a State to refuse that inspection by the IAEA unless the latter accepts an alternative inspection for which there are no indications in the present case. In conclusion, Rapida is obliged under the NPT and its agreements like the CSA to allow inspections by the IAEA.

III. Chemical weapons

1. Failed declaration and destruction of alleged stockpiles of mustard agents

(1) It is not considered proven beyond reasonable doubt that Alvora did not declare and destroy all of their chemical weapon stockpiles nor that they have produced or acquired new chemical weapons since the destruction of their stockpiles from the Great War. The Tribunal is of the belief that a historical estimation, a mere speculation of other States and the findings of TDG alone are not sufficient proof of the breach of the CWC and does not consider the Applicant having chemical weapons a fact. Therefore, there is no breach of international law concerning an alleged failed declaration or destroyment of chemical weapons.

2. Environmental negligence of the Applicant

While the Tribunal recognises the pollution of the river, the Respondent failed to provide concrete evidence of a potential health hazard to their citizens.

3. Independent inspection by OPCW

(1) Alvora agreed upon an on-site inspection by the OPCW.

(2) The Verification Annex of the CWC states in its Art. X that a State needs to allow and accept on-site inspections upon request of access of the OPCW. When Rapidia called upon the OPCW to make an on site inspection and Alvora refused that, they were in breach of Art. X of the Verification Annex. This constitutes a breach of Art. IX n. 12 and n. 13 CWC as well since the Applicants have not been able to prove that the request was abusive or would not fall under the CWC. The tribunal emphasises that Alvora should act in compliance with its obligations under the CWC, especially to allow inspections carried out in a lawful manner under the CWC.

H. Decision

(1) Rapidia is internationally responsible for the reduction in the streamflow of the Puria River.

(2) Rapidia owes reparations primarily in the form of restitution, and by compensation of the economic damages caused to Alvora's rice production and cessation of the reduction in streamflow.

[9] INFCIRC/153, § 73; Iran case where undeclared enrichment of uranium was considered a breach of the safeguards even though there was no proof for a non-peaceful use.

(3) Rapidia is internationally responsible for enriching uranium beyond declared enrichment and not complying with its procedural obligations as laid down by the PRT, the NPT and the Comprehensive Safeguard Agreement of Rapidia.

(4) Rapidia has to suspend its enrichment activities beyond declared enrichment for declared purposes.

(5) Rapidia is obligated to allow on-site inspection by the IAEA for the purpose of safeguarding the effectiveness of and compliance with the NPT.

(6) Alvora did not fail to declare or destroy its chemical weapons nor acquired or produced new ones and therefore, is not internationally responsible.

(7) Alvora is obligated to allow an on-site inspection by the OPCW for the purpose of safeguarding the effectiveness of and compliance with the CWC.