

**OSCE Court of Conciliation and Arbitration
MUNLawS Conference 2025
ALVORA v. RAPIDIA
Memorandum for Applicant
A**

THE CASE CONCERNING THE PURIA RIVER

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A. PARTIES

I. Alvora

Alvora is a Mesomonian State with a population of 100 million, located along the lower course of the Puria River. Its fertile plains and seven million hectares of irrigated rice paddies make it highly dependent on stable Puria River flows for its economy and food security. After a history of regional armed conflicts and the use of chemical weapons in Mesomonian, Alvora joined the Treaty governing the Use of the Puria River (Puria Treaty, Treaty on the Non-Proliferation of Nuclear Weapons (NPT) and the Convention on the Prohibition of the Development, Production, Stockpiling, and Use of Chemical Weapons and on Their Destruction (CWC) and now appears in these proceedings as Applicant.

II. Rapidia

Rapidia is a Mesomonian State with a population of approximately 70 million, bordering Alvora to the east along the Puria River. It relies on the Puria River for most of its drinking water and hosts major nuclear power and related industrial facilities on its territory. Like Alvora, Rapidia emerged from the region's history of conflict as a Party to the Puria Treaty, the NPT and the CWC, and appears in these proceedings as Respondent.

B. STATEMENT OF FACTS

The Puria River is a vital transboundary watercourse flowing through several Mesomonian States, including Alvora and Rapidia. It sustains seven million hectares of rice paddies in Alvora and underpins Alvora's agricultural economy and food security. Historical tensions over the river led to the 1931 Puria Treaty, which obliges the Contracting Parties to utilise the river equitably and reasonably, to prevent harm to other Contracting Parties, to exchange data, and to cooperate through the Puria River Commission.

From November 2022, Alvora's hydrological authorities recorded a significant and persistent reduction in the Puria River's streamflow within Alvora's territory. Alvora requested an extraordinary session of the River Commission, convened in December 2022. The other upstream States reported no abnormal hydrological changes, while Rapidia attributed the reduced flow to increased winter operations of the Upper Puria Nuclear Power Plant. Although the winter season ended in February 2023, Alvora's monitoring data continued to

show diminished streamflow, and rice production in Alvora fell by approximately ten percent over the following five months, with serious economic consequences.

Rapidia did not take steps to mitigate the continued reduction in streamflow or adopt measures to prevent further harm, even after Alvora informed Rapidia of the impact on its agricultural sector and, in April 2023, formally requested the immediate cessation of the harmful activities. During an observation in April 2025 under the Treaty on Open Skies, Alvora detected an unusually elevated thermal signature at Rapidia's Upper Puria Fuel Enrichment Plant. Comparison with previous observation missions showed a marked increase in heat emissions, indicating expanded operations. Alvora's National Security Council assessed that this was likely due to a multiplication of centrifuges for uranium enrichment beyond levels required for civilian purposes. Rapidia had announced no new civilian nuclear projects that for such expansion, and Alvora concluded that Rapidia was pursuing uranium enrichment inconsistent with its obligations under the Treaty on the Non-Proliferation of Nuclear Weapons ("NPT").

Rapidia publicly rejected Alvora's concerns and instead accused Alvora of possessing undeclared chemical weapons stockpiles. It relied on a 2021 Scientific Advisory Board opinion concerning the detection of thiodiglycol—an industrial chemical and degradation product of sulphur mustard—in water samples taken after severe flooding near Alvora's territory. The opinion did not establish the origin of the substance or confirm any illicit activity by Alvora, yet Rapidia used this allegation to refuse constructive engagement within the River Commission.

Between June 2023 and May 2024, Paxilia facilitated several rounds of negotiations between Alvora and Rapidia, which failed to resolve the dispute. On 10 June 2024, the Parties agreed to submit the dispute to arbitration under the Convention on Conciliation and Arbitration within the OSCE. The Arbitral Tribunal will hear the case from 28 to 30 November 2025.

C. PLEADINGS

I. THE CCA HAS COMPETENCE IN THIS CASE

This memorandum outlines the legal basis and procedure by which the Applicant, Alvora, has secured access to the Arbitral Tribunal established under the Organization for Security

and Co-operation in Europe (OSCE) framework to resolve its dispute with the Respondent, Rapidia.

1. Legal Framework

The juridical body overseeing this dispute is the Court of Conciliation and Arbitration (CCA), which was established by the Convention on Conciliation and Arbitration within the OSCE (CCA Convention). The CCA Convention provides the legal mechanism for the peaceful settlement of disputes between participating States, either through conciliation or, as in this case, binding arbitration.

For the Court to exercise jurisdiction over a dispute, the participating States must consent to the procedure. Since the CCA Convention allows for States to adhere to the dispute resolution mechanism, the Parties' prior commitment to this Convention is the foundational pillar of the Tribunal's competence.

2. Establishing Jurisdiction: The Arbitration Agreement

Alvora's access to the Arbitral Tribunal is not based on a unilateral declaration, but on the mutual and explicit consent of both Parties, formalized through the Arbitration Agreement between Alvora and Rapidia.¹ (of the case file).

3. Consent pursuant to the CCA Convention

The Arbitration Agreement explicitly states that the Parties are "*Acting pursuant to Article 20, Paragraph 1 of the Convention on Conciliation and Arbitration within the OSCE.*"² Article 20, Paragraph 1 of the CCA Convention allows States to agree, *ad hoc*, to submit a specific dispute to the Tribunal. This joint submission acts as the necessary instrument of consent, overriding any general reservations a State may have made regarding compulsory dispute settlement.

4. The Scope of the Tribunal's Competence

Article 1 – Submission to Arbitration of the Agreement solidifies the Tribunal's mandate, confirming that both Parties "*hereby agree to submit their dispute concerning the alleged*

¹ Arbitration Agreement between Alvora and Rapidia, Appendix IV.

² Ibid., preamble.

violations of the Treaty governing the use of the Puria River, and the obligations under the Non-Proliferation Treaty and the Chemical Weapons Convention, to arbitration under the auspices of the Court of Conciliation and Arbitration established by the CCA Convention."³ This clause comprehensively defines the scope of the Tribunal's jurisdiction, covering the entire range of claims and counterclaims related to the river, nuclear proliferation (NPT), and chemical weapons (CWC).

5. The Binding Force of the Award

Access to the OSCE Arbitral Tribunal carries the necessary commitment to resolve the dispute definitively. Article 4 – Binding Force of the Award of the Arbitration Agreement confirms this:

*"(1) The Parties undertake to accept as final and binding any award rendered by the Tribunal.
(2) The Parties shall comply with the award in good faith and without delay."*⁴

This ensures that the dispute resolution process is mandatory and effective, aligning with the core objective of the OSCE's conflict prevention mechanisms. As stated in the upper paragraphs, Alvora's access to the Arbitral Tribunal is fully secured and undisputed. Jurisdiction is established through the joint Arbitration Agreement, which explicitly references and complies with Article 20(1) of the CCA Convention. The Tribunal is legally empowered to adjudicate the dispute concerning the Puria River Treaty, the NPT, and the CWC, and its final decision will be internationally binding on both Alvora and Rapidia.

II. RAPIDIA BREACHED THE PURIA TREATY AND OWS COMPENSATION

Under the Puria Treaty, the Parties are obliged to utilise the river in an equitable and reasonable manner, to prevent causing harm to other Parties, to cooperate and exchange relevant hydrological data, and, where harm nevertheless occurs, to determine responsibility and provide reparation in accordance with the principles of State responsibility.⁵ Alvora submits that Rapidia's conduct has breached these obligations and

³ Ibid. art. 1.

⁴ Ibid. art. 4.

⁵ Treaty governing the Use of the Puria River, arts. 1(2), 1(3), 2, 3(2)– (4), Appendix I.

that Rapidia is under an international legal duty to make full compensation for the injury suffered by Alvora.⁶

1. Applicable law

This dispute is governed first and foremost by the Puria Treaty, concluded between Oralis, Paxilia, Lorana, Alvora, and Rapidia.⁷ The Puria Treaty requires the Parties to use the river in an equitable and reasonable way. In doing so, they must consider the human right to a decent environment and access to clean drinking water, the protection of river ecosystems, and the interests of present and future generations.⁸ The Treaty makes clear that no single type of use, such as industrial, agricultural, or energy-related use, has automatic priority. Where there is a conflict between different uses, the Parties must look at all relevant circumstances, with particular attention to vital human needs.⁹

The Puria Treaty incorporates several key principles of international environmental law. The parties must apply the precautionary principle, meaning they cannot use scientific uncertainty as an excuse to delay necessary measures to prevent serious or irreversible damage to the river system.¹⁰ They must also respect the polluter pays principle, covering the costs of measures necessary to prevent, reduce and control damage caused by activities affecting the river.¹¹ To support these obligations, the treaty establishes a system for regularly exchanging hydrological and related data and requires parties to provide additional information when requested.¹² It also establishes the Puria River Commission and a Scientific Advisory Board to promote cooperation, monitoring and the early resolution of issues.¹³

Most importantly for this case, Article 3 of the Puria Treaty governs the prevention of harm and the response once harm occurs. Each party must take all appropriate measures to prevent causing harm to other Parties when using the river on its own territory.¹⁴ When a Party is notified that its activities may be causing harm, it must immediately cease the

⁶ Ibid. art. 3(4).

⁷ Ibid.

⁸ Ibid. art. 1(2)(a), (b), (e).

⁹ Ibid. art. 1(3).

¹⁰ Ibid. art. 1(2)(c).

¹¹ Ibid. art. 1(2)(d).

¹² Ibid. art. 2(1)– (2).

¹³ Ibid. arts. 4–5.

¹⁴ Ibid. art. 3(2).

alleged harmful conduct until the cause of the harm has been determined.¹⁵ The Parties then have a duty to determine the extent of the damage and which Party is responsible “*in conformity with the principles of State responsibility*.”¹⁶ In other words, the Treaty links its primary obligations directly to the general rules on the responsibility of States for internationally wrongful acts.

These provisions operate together with customary international law on transboundary environmental harm and shared watercourses. International practice recognises that States must exercise due diligence to avoid causing significant harm to other States and must cooperate in good faith when using shared natural resources.¹⁷ In the specific context of rivers, this includes equitable and reasonable utilisation, balancing upstream and downstream uses, taking environmental protection and sustainable development into account, and in some circumstances maintaining minimum flows to protect downstream users and ecosystems.¹⁸

Customary law also imposes important procedural obligations. States that plan or carry out activities which may cause significant transboundary harm must assess the potential environmental impact, share relevant information with affected States, and consult with them in a timely manner.¹⁹ In *Pulp Mills on the River Uruguay (Argentina v. Uruguay)*, the ICJ confirmed that environmental impact assessment, notification, and consultation are central elements of the due-diligence obligation for activities affecting a shared river.²⁰

Finally, the consequences of any breach are governed by the general law of State responsibility, as reflected in the International Law Commission’s Articles on Responsibility of States for Internationally Wrongful Acts (“ARSIWA”). Under these rules, every internationally wrongful act of a State entails its responsibility, and the injured State is

¹⁵ Ibid. art. 3(3).

¹⁶ Ibid. art. 3(4).

¹⁷ See, e.g., *Trail Smelter (United States v. Canada)*, 3 R.I.A.A. 1905, 1965 (1941); *Corfu Channel (U.K. v. Albania)*, Merits, 1949 I.C.J. 4, 22; *Lake Lanoux Arbitration (France v. Spain)*, Award, 12 R.I.A.A. 281, 306–09 (1957).

¹⁸ See, e.g., *Gabčíkovo–Nagymaros Project (Hungary v. Slovakia)*, Judgment, 1997 ICJ 7, ¶¶ 78–85, 140 (ICJ 1997); *Indus Waters Kishenganga Arbitration (Pakistan v. India)*, Partial Award, ¶¶ 111–13, 116 (PCA 2013); id., Final Award, ¶¶ 112–15 (PCA 2013).

¹⁹ See sources cited in footnotes 11–12.

²⁰ *Pulp Mills on the River Uruguay (Argentina v. Uruguay)*, Judgment, 2010 ICJ 14, ¶¶ 164–205 (ICJ 2010).

entitled to full reparation for the injury caused.²¹ Full reparation includes compensation for financially assessable damage and, where relevant, for environmental harm as such.²² In addition, Article 3 of the Puria Treaty requires the Contracting Parties, where harm is caused, to determine in consultation the cause, extent, and responsibility for the damage in accordance with the principles of State responsibility, thereby reaffirming their obligation to provide appropriate reparation.²³

2. Rapidia's use of the Puria River is a breach of Article 1 of the Puria Treaty

Rapidia's upstream use of the Puria River has caused a significant and persistent reduction in streamflow within Alvora's territory.²⁴ Alvora depends on this flow to irrigate seven million hectares of rice paddies and to sustain a core part of its economy and food security.²⁵ After November 2022, despite the end of the winter season, Alvora's monitoring data showed continued diminished streamflow and a decline of about ten percent in rice production over five months, with serious economic consequences.²⁶ Rapidia nevertheless maintained its increased water use for the Upper Puria Nuclear Power Plant and related facilities.

Under the Puria Treaty, the Parties must use the river in an equitable and reasonable way, and no category of use enjoys automatic priority over others.²⁷ When uses conflict, they must consider all relevant circumstances, with particular attention to vital human needs.²⁸ By favouring its industrial and energy-related uses while allowing a reduction in streamflow that directly harms Alvora's food production and rural livelihoods, Rapidia failed to strike the balance required by Article 1. Its conduct is therefore not compatible with equitable and reasonable utilisation under the Puria Treaty.

²¹ Draft Articles on Responsibility of States for Internationally Wrongful Acts arts. 1–2, 31, 34–36, in Report of the International Law Commission on the Work of Its Fifty-Third Session, U.N. GAOR, 56th Sess., Supp. No. 10, U.N. Doc. A/56/10 (2001).

²² See *Certain Activities Carried Out by Nicaragua in the Border Area (Costa Rica v. Nicaragua)*, Judgment, 2015 ICJ 665, ¶¶ 222–25 (ICJ 2015).

²³ Treaty governing the Use of the Puria River, art. 3(4), Appendix I.

²⁴ Statement of Facts, ¶. [streamflow reduction].

²⁵ Ibid. para. [seven million hectares and food security].

²⁶ Ibid. para. [ten percent decline and economic consequences].

²⁷ Treaty governing the Use of the Puria River, art. 1(2)(a), (b), (e), Appendix I.

²⁸ Ibid. art. 1(3).

3. Rapidia breached its duties to prevent harm and to cease harmful activities under Article 3 of the Puria Treaty

The Puria Treaty requires each Party to take all appropriate measures to prevent causing harm to other Contracting Parties when using the river on its own territory.²⁹ Rapidia knew, or should have known, that intensified operation of its nuclear facilities on the Upper Puria could significantly reduce downstream flows, given the central role of the river for Alvora's irrigation and food security. Once Alvora detected a substantial and continuing reduction in streamflow, it raised the issue in the River Commission and, on 5 April 2023, formally notified Rapidia that rice production had fallen by about ten percent and requested immediate cessation of the harmful activities.³⁰

After such notification, Article 3(3) of the Puria Treaty required Rapidia to immediately cease the alleged harmful conduct until the cause of the harm had been determined.³¹ Rapidia neither suspended nor meaningfully adjusted its operations and did not adopt effective measures to restore the streamflow or prevent further harm. This failure to act breaches its duty to prevent harm under Article 3(2) and its duty to cease harmful activities under Article 3(3). It also conflicts with the precautionary principle in Article 1(2)(c), which does not allow a State to rely on uncertainty to delay measures where there is a risk of serious damage.³²

4. Rapidia failed to cooperate and to share information in good faith in breach of Articles 2, 4 and 5 of the Puria Treaty

The Puria Treaty establishes a cooperative framework based on data exchange and institutional mechanisms. The Parties must share hydrological and related data, provide additional information on request, and make use of the Puria River Commission and the Scientific Advisory Board to address problems affecting the river.³³ Alvora complied with this framework by requesting an extraordinary session of the Commission when it first observed reduced flows.³⁴

At the Commission meeting on 3 December 2022, the other upstream States reported no abnormal hydrological changes. Rapidia attributed the reduced flow solely to increased

²⁹ Ibid. art. 3(2).

³⁰ Statement of Facts, para. [Commission meeting and 5 April 2023 request].

³¹ Treaty governing the Use of the Puria River, art. 3(3).

³² Ibid. art. 1(2)(c).

³³ Ibid. arts. 2, 4–5.

³⁴ Statement of Facts, para. [request for extraordinary session].

winter operation of the Upper Puria Nuclear Power Plant.³⁵ It did not disclose the full extent of its water use or planned expansion of related facilities, did not propose concrete mitigation measures and did not support a technical assessment by the Scientific Advisory Board. Later, instead of engaging constructively within the Commission, Rapidia shifted to making unfounded accusations about alleged chemical weapons in Alvora, further undermining cooperation.³⁶

Customary rules on the use of shared watercourses require States to share relevant information, notify other states of activities that may cause significant harm, and consult in good faith.³⁷ In *Pulp Mills on the River Uruguay (Argentina v. Uruguay)*, the International Court of Justice confirmed that environmental impact assessment, notification, and consultation form part of the due-diligence obligation for activities affecting a shared river.³⁸ Rapidia's limited disclosure, refusal to adopt joint technical solutions, and politicisation of the River Commission amount to breaches of its procedural obligations under Articles 2, 4, and 5 of the Puria Treaty.

5. Rapidia's conduct caused compensable damage to Alvora under Article 3(4) of the Puria Treaty and the law of State responsibility

Rapidia's breaches have caused measurable harm to Alvora. Hydrological data show a marked and persistent reduction in streamflow within Alvora's territory after Rapidia increased its water-dependent activities on the Upper Puria.³⁹ During the same period, rice production in Alvora fell by about ten percent, with serious economic and social consequences.⁴⁰ No comparable changes in water use by the other upstream States were reported, and the Commission identified no alternative explanation for the reduced flow.⁴¹ Alvora's National Security Council further assessed that continued reduced streamflow and the scale of Rapidia's operations could not be explained by temporary winter demand alone but reflected expanded and sustained water use at Rapidia's nuclear and related facilities.⁴²

³⁵ Ibid. para. [3 December 2022 Commission meeting and Rapidia's explanation].

³⁶ Ibid. para. [Rapidia's reliance on thiodiglycol allegation and refusal to engage].

³⁷ See, e.g., *Arbitration Regarding the Iron Rhine Railway (Belgium v. Netherlands)*, Award, 27 R.I.A.A. 35, ¶¶ 58–59, 222 (PCA 2005); sources mentioned in footnote 13.

³⁸ *Pulp Mills on the River Uruguay (Argentina v. Uruguay)*, Judgment, 2010 ICJ 14, ¶¶ 164–205 (ICJ 2010).

³⁹ Statement of Facts, para. [continued diminished streamflow].

⁴⁰ Ibid. para. [ten percent decline and economic consequences].

⁴¹ Ibid. para. [other upstream States reporting no abnormal changes].

⁴² Ibid. para. [National Security Council assessment linking reduced flow to Rapidia's facilities].

Taken together, these elements show that Rapidia's conduct was a substantial cause of the harm suffered by Alvora.

Under Article 3(4) of the Puria Treaty, the Parties must determine the extent of the damage and the responsible Party in accordance with the principles of State responsibility.⁴³ As reflected in the ARSIWA, those principles require full reparation for the injury caused, including compensation for economically assessable damage and, where relevant, for environmental harm.⁴⁴ Rapidia must therefore compensate Alvora at least for the loss of rice production and the associated economic and social impact, and bear the costs of measures reasonably required to restore or stabilise the affected water and irrigation systems.

6. Conclusion: Rapidia has breached the Puria Treaty and owes full reparation to Alvora

Rapidia's intensified use of the Puria River has reduced downstream streamflow, harmed Alvora's rice production and economy, and is not compatible with equitable and reasonable utilisation under Article 1 of the Puria Treaty. Rapidia also failed to prevent and cease the harmful activities and did not cooperate in good faith through the mechanisms of the Puria River Commission, contrary to Articles 2, 3, 4, and 5. As a result, Rapidia is internationally responsible for these treaty breaches and must provide full reparation to Alvora, including compensation for the damage suffered.⁴⁵

III. RAPIDIA VIOLATED THE NPT

The increased thermal signature at the Upper Puria FEP, detected by infrared line-scanning devices, and Alvora's assessment that uranium is being enriched beyond 5 %, strongly indicate activities that exceed peaceful nuclear purposes and therefore would be a breach of the NPT.⁴⁶ So, the issue that arises here is the question: is Rapidia in breach of its

⁴³ Treaty governing the Use of the Puria River, art. 3(4).

⁴⁴ Draft Articles on Responsibility of States for Internationally Wrongful Acts arts. 31, 34–36, in Report of the International Law Commission on the Work of Its Fifty-Third Session, U.N. GAOR, 56th Sess., Supp. No. 10, U.N. Doc. A/56/10 (2001); *Certain Activities Carried Out by Nicaragua in the Border Area (Costa Rica v. Nicaragua)*, Judgment, 2015 ICJ 665, ¶¶ 222–25 (ICJ 2015).

⁴⁵ See, Treaty governing the Use of the Puria River, arts. 1–5, Appendix I.

⁴⁶ The whole text of this treaty is accessible on:

<https://www.iaea.org/sites/default/files/publications/documents/infcircs/1970/infcirc140.pdf>.

obligations as a Non-Nuclear-Weapon State under the NPT by pursuing uranium enrichment activities that exceed peaceful nuclear purposes?

1. Violation of the obligation not to acquire nuclear weapons

Rapidia is a party to the NPT.⁴⁷ In article II the NPT stipulates the following: *“Each non-nuclear-weapon Treaty undertakes not to receive the transfer from any transferor whatsoever of nuclear weapons or other nuclear explosive devices or of control over such weapons or explosive devices directly, or indirectly; not to manufacture or otherwise acquire nuclear weapons or other nuclear explosive devices; and not to seek or receive any assistance in the manufacture of nuclear weapons or other nuclear explosive devices.”*

In other words, this article states that non-nuclear-weapon States shall not receive, manufacture, or acquire nuclear weapons or other nuclear explosive devices. The NPT remains the cornerstone of the global nuclear non-proliferation regime as was also indirectly interpreted by the International Court of Justice in their Advisory opinion of 8 July 1996 on the Legality of the Threat or Use of Nuclear Weapons.⁴⁸ In this opinion the ICJ pointed out that *“States do not have unlimited freedom of choice of means in the weapons they use”*.⁴⁹ It also added that, *“the Court appreciates the full importance of the recognition by Article VI of the Treaty on the Non-Proliferation of Nuclear Weapons of an obligation to negotiate in good faith a nuclear disarmament”*.⁵⁰ As it was mentioned before Alvora detected a pronounced thermal signature and unusually high heat emissions at the Upper Puria FEP. Alvora's Council assessed this as highly likely due to the multiplication of centrifuges for enrichment to weapons-grade levels (above 5% U-235). Bear in mind that Rapidia has not announced any plans to construct an advanced reactor requiring Highly Assayed Low-Enriched Uranium (HALEU), making the high-level enrichment activity inconsistent with peaceful purposes. Pursuing these efforts clearly violates the core commitment of Article II, III and VI of the NPT. If Rapidia was acting as a caring co-contractor and notifying Alvora of its real intentions

⁴⁷ This fact is mentioned on page 3 of the case: *“By 1974, the treaty had been signed and ratified by all States in the region, and in the following years, their nuclear weapons programs were converted into civilian nuclear programs”*.

⁴⁸ Legality of the Threat or Use of Nuclear Weapons, Advisory Opinion, 1. C.J. Reports 1996, p. 226; accessible over: <https://www.icj-cij.org/sites/default/files/case-related/95/095-19960708-ADV-01-00-EN.pdf>.

⁴⁹ Ibid., ¶ 78.

⁵⁰ Ibid., ¶ 99.

regarding the use of nuclear energy, then this issue would not be a problem. But since Rapidia has neither notified Alvora neither IAEA of its true intentions, we can claim beyond reasonable doubt that Rapidia is indeed in breach of the NPT.

More detailed explanation of the breaches of Rapidia can be found in the following paragraphs.

Rapidia, a Non-Nuclear-Weapon State (NNWS) Party to the NPT, is in flagrant breach of its core obligations under Articles II, III, and VI of that Treaty. The Respondent's clandestine and highly provocative activities at the Upper Puria Fuel Enrichment Plant (FEP) constitute an internationally wrongful act, triggering State responsibility under customary international law and the Articles on Responsibility of States for Internationally Wrongful Acts (ARSIWA).

2. Breach of NPT article II: The prohibition on manufacture or acquisition

a) The Scope of the Obligation: Prohibiting the "Effort"

The prohibition enshrined in NPT Article II is an absolute commitment by NNWS not to:

- “(1) receive transfer of nuclear weapons,*
- (2) manufacture or otherwise acquire nuclear weapons, and*
- (3) seek assistance in their manufacture.”*

Crucially, the obligation "*not to manufacture or otherwise acquire*" is not limited to the final assembly of a functioning weapon. International practice and the very objective of the NPT dictate that the violation occurs at the point a State commits to and actively engages in the *final and irreversible steps* necessary to produce the critical component of a weapon: fissile material.

Rule (NPT Article II): The manufacture or acquisition of nuclear weapons is strictly prohibited. The term "*acquire*" extends to the preparatory steps—namely, the production of highly enriched uranium (HEU) or separated plutonium—even if the material has not yet been converted into metal form or integrated into a device. The commencement of the final, non-reversible steps necessary to produce weapons-grade material (i.e., highly enriched uranium) is sufficient to establish a breach of the obligation. Therefore, the detection of unusually high heat emissions at the Upper Puria FEP, backed up by an opinion of an expert

from the Nuclear Regulatory Commission, clearly indicates that Rapidia has built hundreds of additional centrifuges at the Upper Puria FEP for enrichment purposes.⁵¹

b) Factual evidence of intend and action

The following facts demonstrate that Rapidia has crossed this critical threshold by committing to a large-scale, secret enrichment program:

aa) Technical evidence: Enrichment beyond peaceful use

Council Assessment of April 25, 2023, confirmed a pronounced increase in the thermal signature at the Upper Puria FEP, indicating intensive, undisclosed operations and the probable multiplication of centrifuges.⁵² The assessment conclusively indicates enrichment beyond the standard 3-5% of U-235 required for civil power reactors, likely exceeding 5% and heading toward weapons-grade purity.

There is no credible or announced peaceful justification for this enrichment level. Rapidia has made no public declarations regarding the construction of advanced reactors that would require Highly Assayed Low-Enriched Uranium (HALEU). It must also be mentioned, that even detected presence of precursor of a compound which can also be used as an ingredient in a chemical weapon,⁵³ do not present an excusable reason for a start of enrichment of U-235 beyond peaceful use. The absence of transparency and the deliberate concealment of the scale-up activity reinforce the inference of a military intent, making this activity a direct and purposeful pursuit of the fissile material necessary for a nuclear explosive device, in contravention of Article II.

bb) The principle of Non-Diversion and irreversible action

Once uranium has been enriched to a high level, its military application becomes feasible, rendering the situation irreversible short of external intervention. Rapidia's actions have not only created the *capacity* but have commenced the *process* of acquiring a nuclear weapons capability, fundamentally breaching the non-proliferation commitment.

⁵¹ Appendix II: Alvora's National Security Council Assessment of the Recent Development in Rapidia

⁵² Ibid.

⁵³ As found in the Appendix III: Opinion of the Scientific Advisory Board to the Puria River Consultative Commission. This opinion is based on false allegations and the country of Alvora considers them as a grave insult.

3. Breach of NPT article III: Failure to implement safeguards

Rapidia has compounded its Article II violation by systematically breaching its obligations under NPT Article III, which mandates the application of International Atomic Energy Agency (IAEA) safeguards.

a) The mandatory nature of Comprehensive Safeguards Agreements (CSA)

NPT Article III requires NNWS to conclude an agreement with the IAEA for the application of safeguards⁵⁴ to all source or special fissionable material in all peaceful nuclear activities within the territory of the State. This Comprehensive Safeguards Agreement (CSA)⁵⁵ demands full declaration and transparency regarding nuclear material and facilities.

b) Specific safeguards violations: Non-Declaration and concealment

Rapidia's conduct demonstrates a deliberate effort to circumvent the CSA, thereby violating Article III:

- **Failure to Declare Nuclear Material and Facilities:** The Upper Puria FEP expansion and the consequent increase in enrichment capacity and output were never declared to the IAEA. The pronounced increase in the thermal signature was detected solely by Alvora's external surveillance, not through Rapidia's compliance with its mandatory reporting requirements.
- **Breach of the Duty of Transparency and Cooperation:** The system of safeguards rests upon the good faith obligation of the State to provide necessary information and allow timely verification. By actively concealing the FEP expansion, Rapidia has obstructed the IAEA's ability to verify the non-diversion of nuclear material, rendering its current safeguards agreement meaningless.

The non-declaration of a nuclear facility or material, as confirmed by this case, is consistently recognized in international law as a material breach of the safeguards agreement, constituting a violation of NPT Article III and gravely undermining the international safeguards regime.

⁵⁴ IAEA Safeguards are embedded in legally binding agreements. In line with the IAEA's Statute, States accept these Safeguards through the conclusion of such agreements with the Agency». Citation based on: <https://www.iaea.org/topics/safeguards-agreements>.

⁵⁵ The legal framework for these Safeguards agreements can be found on: <https://www.iaea.org/sites/default/files/16/12/legalframeworkforsafeguards.pdf>.

4. Violation of customary international law and general principles

Rapidia's nuclear program is not merely a breach of treaty obligations but also a violation of wider principles of international law, which must be considered by this Tribunal.

a) The customary obligation of Non-Proliferation

The prohibition on the proliferation of nuclear weapons has attained the status of customary international law, reflecting *opinio juris* (legal conviction) and widespread State practice. The ICJ, in its Advisory Opinion on the Legality of the Threat or Use of Nuclear Weapons, acknowledged the core non-proliferation provisions of the NPT as reflecting fundamental international commitments.

By pursuing an illicit nuclear program, Rapidia is acting *contra bonos mores* (against good morals) and violating a peremptory norm (or norm approaching that status) critical to the stability and survival of the international community.

b) Breach of the principle of Sic Utere Tuo Ut Alienum Non Laedas (No-Harm rule)

Rapidia's actions violate the fundamental principle of international environmental law and State sovereignty: *sic utere tuo ut alienum non laedas* – use your own property in such a manner as not to injure that of another. This principle was famously affirmed in the Trail Smelter Arbitration.⁵⁶

Applied in this case, the illegal activity (pursuit of nuclear weapons in breach of NPT) is the *source* of the harm. The transboundary harm (reduction of river flow causing massive economic damage) is the *effect*. Rapidia is using its sovereign territory (and the shared Puria River) to conduct an internationally wrongful act that directly causes damage to Alvora. This constitutes a double violation of international law and an aggravated breach of the No-Harm Rule.

c) Breach of the principle of good neighbourliness

The principle of good neighbourliness imposes a general obligation on States to act with due regard for the interests of adjacent States.⁵⁷ The clandestine nature of Rapidia's FEP

⁵⁶ *Trail Smelter (United States v. Canada)*, 3 R.I.A.A. 1905 (1941).

⁵⁷ The principle of good neighbourliness, as supported by the UN General Assembly, is a fundamental concept in international law that promotes peaceful and cooperative relations between states. It is founded on the observance of the UN Charter's principles, requiring states to respect each other's;

expansion, its subsequent refusal to halt the environmentally harmful and illicit activity, and its active efforts to mislead Alvora regarding the cause of the reduced river flow (initially blaming the NPP) are a profound breach of the duty to cooperate and the principle of good faith and neighbourliness which underpins the Puria Treaty.

5. The engagement of state responsibility (ARSIWA)

Rapidia's conduct constitutes an internationally wrongful act under the Articles on Responsibility of States for Internationally Wrongful Acts (ARSIWA),⁵⁸ triggering the consequences detailed below.

a) Existence of an internationally wrongful act

According to ARSIWA Article 2, an internationally wrongful act exists when conduct consisting of an action or omission: (a) is attributable to the State under international law; and (b) constitutes a breach of an international obligation of the State.

- Attribution (ARSIWA Article 4)⁵⁹: The operation and expansion of the Upper Puria FEP are acts performed by the organs of the State (Rapidia's nuclear authority and security apparatus) and are therefore directly attributable to the Respondent.
- Breach of an International Obligation (ARSIWA Article 12)⁶⁰: Rapidia's conduct constitutes a material breach of the NPT (Articles II and III), which is an international obligation binding on Rapidia by treaty and customary law.

U.N. Charter art. 74; see, e.g., *Gabčíkovo–Nagymaros Project (Hungary/Slovakia.)*, Judgment, 1997 I.C.J. 7, ¶ 140; *Pulp Mills on the River Uruguay (Argentina v. Uruguay)*, Judgment, 2010 I.C.J. 14, ¶¶ 76-77.

⁵⁸ Full text is accessible on: https://legal.un.org/ilc/texts/instruments/english/draft_articles/9_6_2001.pdf.

⁵⁹ Article 4 ARISWA: "1. The conduct of any State organ shall be considered an act of that State under international law, whether the organ exercises legislative, executive, judicial or any other functions, whatever position it holds in the organization of the State, and whatever its character as an organ of the central Government or of a territorial unit of the State. 2. An organ includes any person or entity which has that status in accordance with the internal law of the State".

⁶⁰ Article 12 ARISWA (Existence of a breach of an international obligation): "There is a breach of an international obligation by a State when an act of that State is not in conformity with what is required of it by that obligation, regardless of its origin or character".

b) Consequences: cessation and reparation

Rapidia is obligated under international law to cease the wrongful act and make full reparation for the damages caused. Cessation (ARSIWA Article 30)⁶¹: Rapidia must immediately cease the internationally wrongful act—the clandestine high-level uranium enrichment program. Also, upon the intervention by the IAEA, Rapidia must provide appropriate assurances and guarantees to Alvora, that it will not repeat such actions.

- Reparation/Restitution *in Integrum* (ARSIWA Article 31 and 35)⁶²: The primary consequence must be Restitution *in Integrum*—re-establishing the situation which existed before the wrongful act. In this nuclear context, this necessitates an objective and verifiable accounting of all fissile material.

6. Aggravation of the breach and threat to regional peace

Rapidia's violation is aggravated by its direct link to regional security and the Puria Treaty.

a) Double violation of Puria Treaty and NPT

The same conduct—the operation of the Upper Puria FEP—violates two separate international agreements:

- The NPT, by enabling an illicit military program.
- The Puria River Treaty, by drawing excessive water that causes economic and environmental damage to Alvora.⁶³

This concerted disregard for its treaty obligations demonstrates a fundamental lack of good faith in regional and international relations.

⁶¹Article 30 ARISWA (Cessation and non-repetition): “The State responsible for the internationally wrongful act is under an obligation: (a) to cease that act, if it is continuing. (b) to offer appropriate assurances and guarantees of non-repetition, if circumstances so require”.

⁶²Article 31 ARISWA (Reparation): “1. The responsible State is under an obligation to make full reparation for the injury caused by the internationally wrongful act. 2. Injury includes any damage, whether material or moral, caused by the internationally wrongful act of a State.”

Article 35 (Restitution): “A State responsible for an internationally wrongful act is under an obligation to make restitution, that is, to re-establish the situation which existed before the wrongful act was committed, provided and to the extent that restitution: (a) is not materially impossible. (b) does not involve a burden out of all proportion to the benefit deriving from restitution instead of Compensation”.

⁶³ See, everything mentioned above under C. II.

b) Threat to regional peace and security

Rapidia's pursuit of a nuclear weapons capability creates an existential threat to Alvora and the entire Mesomonia region. Such actions undermine the stability and object and purpose of the UN Charter and the OSCE mandates for peaceful resolution and security. The Tribunal's decision must reflect the gravity of this threat by ordering comprehensive and effective remedies.

7. Conclusion: Rapidia violated the NPT

Alvora has established, beyond any reasonable doubt, that Rapidia is in material breach of NPT Articles II and III and VI, violating both treaty and customary international law.

IV. ALVORA HAS NOT VIOLATED THE CHEMICAL WEAPONS CONVENTION

Rapidia alleges that Alvora is in breach of the CWS by possessing undeclared chemical weapons or related stockpiles. This allegation relies mainly on the detection of thiodiglycol in flood water near Alvora in 2021 and on a Scientific Advisory Board opinion that did not attribute the substance to Alvora or find any violation.⁶⁴ Alvora hereby reiterates that it has destroyed its former chemical weapons in accordance with the CWC, that it does not possess any undeclared chemical weapons and that the evidence invoked by Rapidia is consistent with activities not prohibited under the Convention.⁶⁵

1. Applicable Law

This dispute is governed primarily by the CWS, to which both Alvora and Rapidia are Parties. Under Article I CWC, each State Party undertakes never under any circumstances to develop, produce, otherwise acquire, stockpile, retain, transfer or use chemical weapons.⁶⁶ Article II defines "chemical weapons" to include toxic chemicals and their precursors, except where they are intended for purposes not prohibited by the Convention, provided that the types and quantities are consistent with such purposes.⁶⁷ A toxic chemical or precursor qualifies

⁶⁴ Statement of Facts, para. [SAB opinion and thiodiglycol detection].

⁶⁵ Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on Their Destruction, arts. I–II, 1974 U.N.T.S. 45; Statement of Facts, para. [Rapidia's allegation and Alvora's response].

⁶⁶ Ibid., art. I.

⁶⁷ Ibid. art. II.

as a “*chemical weapon*” only if it is connected to a prohibited purpose, not merely by its chemical identity.

The CWC establishes a comprehensive regime for declarations, destruction, and verification. States Parties must declare any chemical weapons and chemical weapons production facilities and destroy them within agreed time limits, and they must adopt national implementation measures, including penal legislation, to prevent and suppress any prohibited activities on their territory.⁶⁸ At the same time, Article VI recognises the right of States Parties to develop, produce, acquire, retain and use toxic chemicals and their precursors for purposes not prohibited under the Convention, such as industrial, agricultural, research, medical or other peaceful activities, subject to declaration and verification requirements.⁶⁹ Thiodiglycol, the substance at issue in Rapidia’s allegation, is listed as a Schedule 2 chemical in the Annex on Chemicals and is recognised as a dual-use industrial chemical as well as a precursor to sulphur mustard.⁷⁰ Its mere presence in the environment is therefore not, in itself, evidence of a CWC violation.

The CWC also establishes procedures for addressing compliance concerns. Article IX requires States Parties to consult and cooperate to clarify and resolve any matter that may cause doubt about compliance, including by using formal clarification procedures and, where necessary, challenge inspections.⁷¹ Serious allegations of non-compliance should therefore be pursued through these mechanisms rather than through unilateral accusations. In addition, general international law on evidence and proof in inter-State disputes places the burden of proof on the party alleging a fact. The ICJ has confirmed that the party claiming a breach must substantiate its allegations and that concepts such as the precautionary approach do not reverse this burden or lower the standard of proof.⁷² For allegations of exceptional gravity international courts have required particularly convincing evidence before finding a violation.⁷³

⁶⁸ Ibid. arts. III–V, VII.

⁶⁹ Ibid. art. VI.

⁷⁰ Ibid. Annex on Chemicals, Schedule 2 (Thiodiglycol: bis(2-hydroxyethyl)sulfide).

⁷¹ Ibid. art. IX.

⁷² See, e.g., *Pulp Mills on the River Uruguay (Argentina v. Uruguay)*, Judgment, 2010 ICJ 14, ¶¶ 162–164 (ICJ 2010).

⁷³ See, e.g., *Application of the Convention on the Prevention and Punishment of the Crime of Genocide (Bosnia and Herzegovina v. Serbia and Montenegro)*, Judgment, 2007 ICJ 91, ¶¶ 209–210 (ICJ 2007); *Corfu Channel (United Kingdom v. Albania)*, Merits, 1949 ICJ 4, 18–23 (ICJ 1949).

2. There is no evidence that Alvora has breached Article I CWC

Rapidia alleges that Alvora possesses undeclared chemical weapons in breach of Article I CWC. This allegation is not supported by the record. The only concrete factual element invoked is the detection of thiodiglycol in flood water near Alvora in 2021 and the subsequent Scientific Advisory Board (“SAB”) opinion.⁷⁴ The SAB did not identify Alvora as the source of the substance, did not find that any chemical weapon had been produced, stockpiled or used and did not conclude that Alvora had violated the CWC.⁷⁵

The case file contains no indication of chemical munitions, weaponised agents, dedicated chemical weapons production facilities or storage sites on Alvora’s territory, nor any evidence of recent chemical weapons use by Alvora. Rapidia’s allegation therefore lacks supporting facts that would meet the definition of “*chemical weapons*” under Article II CWC or show any of the prohibited activities listed in Article I.⁷⁶ In these circumstances, and in line with the general rule that the party alleging a breach bears the burden of proof, Rapidia has not demonstrated that Alvora has developed, produced, acquired, stockpiled, retained or used chemical weapons.⁷⁷

3. The detection of thiodiglycol is fully compatible with non-prohibited uses under Article VI CWC

Thiodiglycol (bis(2-hydroxyethyl)sulfide) is listed in Schedule 2 of the CWC Annex on Chemicals as a precursor of sulphur mustard.⁷⁸ At the same time, it is a well-known dual-use chemical, widely used in legitimate industrial and agricultural applications, including inks, textiles, solvents and other products. Alvora itself relies heavily on agriculture and agro-industrial processing and the detection of thiodiglycol occurred after severe flooding in the region, when chemicals from various lawful sources could be washed into surface waters.⁷⁹ Its presence in the environment, particularly at trace levels under these conditions, is therefore inherently ambiguous and fully compatible with activities not prohibited by the CWC.

⁷⁴ Statement of Facts, para. [thiodiglycol detection and SAB opinion].

⁷⁵ Ibid.

⁷⁶ CWC, arts. I–II.

⁷⁷ See, e.g., *Pulp Mills on the River Uruguay (Argentina v. Uruguay)*, Judgment, 2010 ICJ 14, ¶¶ 162–164 (ICJ 2010); *Military and Paramilitary Activities in and against Nicaragua (Nicaragua v. United States of America)*, Merits, Judgment, 1986 ICJ 14, 40, ¶ 101 (ICJ 1986).

⁷⁸ CWC, Annex on Chemicals, Schedule 2 (Thiodiglycol: bis(2-hydroxyethyl)sulfide).

⁷⁹ Statement of Facts, paras. [Alvora’s agricultural reliance] and [flooding and sampling context].

Under Article II CWC, toxic chemicals and their precursors qualify as “*chemical weapons*” only where they are intended for prohibited purposes; Article VI expressly recognises the right of States Parties to develop, produce, acquire, retain and use such chemicals for industrial, agricultural, research, medical or other peaceful purposes, subject to declaration and verification. The mere detection of thiodiglycol in water samples, without any link to weaponisation, storage, or hostile use, cannot in itself establish that the chemical was produced or held for a prohibited purpose.

The SAB opinion, as described in the case file, confirms this. It noted the detection of thiodiglycol but did not determine its origin, did not attribute responsibility to Alvora and acknowledged that the finding was consistent with non-prohibited uses and environmental processes.⁸⁰ Rapidia’s attempt to treat this limited and non-attributive opinion as proof of an undeclared weapons stockpile is not supported by the CWC framework, which is built around the distinction between prohibited and non-prohibited purposes and around controlled but lawful dual-use production.

4. Rapidia has not used the CWC procedures and has not met its burden and standard of proof

The CWC provides a clear procedure for addressing compliance concerns. Article IX requires States Parties to consult and cooperate and allows them to seek clarification and, where necessary, to request fact-finding, including challenge inspections.⁸¹ Rapidia did not invoke these procedures. Instead, it relied on an ambiguous technical finding to make public accusations and to obstruct cooperation. Its failure to use the Convention’s own mechanisms weighs against the credibility of its claim.

General rules on evidence in inter-State disputes confirm that the State alleging a breach bears the burden of proof. The ICJ has repeatedly held that a party claiming a violation must substantiate its allegations and that concepts such as the precautionary approach do not reverse this burden.⁸² For allegations of exceptional gravity, such as clandestine possession of weapons of mass destruction, the Court has required particularly convincing evidence

⁸⁰ Statement of Facts, para. [SAB opinion].

⁸¹ CWC, art. IX.

⁸² *Pulp Mills on the River Uruguay (Argentina v. Uruguay)*, Judgment, 2010 ICJ 14, ¶¶ 162–164 (ICJ 2010).

and has relied on circumstantial evidence only where the inferences leave no room for reasonable doubt.⁸³

Rapidia's case falls far short of that threshold. It relies solely on the presence of a dual-use chemical at trace levels in flood water and on an expert opinion that explicitly does not attribute responsibility or find a violation. Reasonable alternative explanations—such as lawful industrial use or historical contamination—remain open. In these circumstances, Rapidia has not met either the burden or the standard of proof necessary to establish that Alvora is in breach of the CWC.

5. In any event, a hypothetical breach of the CWC by Alvora could not justify Rapidia's nuclear enrichment programme under the NPT

Rapidia has sought to justify its nuclear enrichment activities by invoking alleged non-compliance by Alvora with the CWC. Even if the Tribunal were to find that Alvora had breached the CWC, this would not provide any legal justification for Rapidia to pursue uranium enrichment beyond what is consistent with its obligations as a non-nuclear-weapon State under the NPT.⁸⁴

First, the NPT establishes a separate and specific set of obligations. As a non-nuclear-weapon State Party, Rapidia is bound not to manufacture or otherwise acquire nuclear weapons or other nuclear explosive devices and to accept safeguards on all peaceful nuclear activities.⁸⁵ These obligations do not depend on the conduct of other States Parties and cannot be displaced by alleged violations in a different treaty regime.

Second, even under the general law of State responsibility, a breach by one State does not entitle another State to adopt countermeasures that themselves contravene fundamental obligations.⁸⁶ The NPT does not contain any clause permitting a State Party to respond to

⁸³ See, e.g., *Application of the Convention on the Prevention and Punishment of the Crime of Genocide (Bosnia and Herzegovina v. Serbia and Montenegro)*, Judgment, 2007 ICJ 91, ¶¶ 209–210 (ICJ 2007); *Corfu Channel (United Kingdom v. Albania)*, Merits, 1949 ICJ 4, 18–23 (ICJ 1949).

⁸⁴ Statement of Facts, para. [NSC assessment of Rapidia's enrichment and Rapidia's reliance on alleged chemical weapons].

⁸⁵ NPT, arts. II–III.

⁸⁶ *ARISWA*, arts. 49 (Object and limits of countermeasures):

“1. An injured State may only take countermeasures against a State which is responsible for an internationally wrongful act in order to induce that State to comply with its obligations under part two.
2. Countermeasures are limited to the non-performance for the time being of international obligations of the State taking the measures towards the responsible State.
3. Countermeasures shall, as far as possible, be taken in such a way as to permit the resumption of performance of the obligations in question.”

another State's alleged chemical weapons breach by expanding uranium enrichment beyond peaceful needs. Rapidia therefore cannot rely on any alleged CWC violation by Alvora as a defence or justification for its own non-compliance with the NPT. Accordingly, the Tribunal should treat Rapidia's reliance on its accusations against Alvora as legally irrelevant to the assessment of Rapidia's nuclear programme. Whether or not a CWC breach existed, Rapidia remains fully bound by its independent obligations under the NPT.

6. Conclusion: Alvora has not breached the CWC and Rapidia's allegation must be rejected

The evidence relied on by Rapidia does not show that Alvora develops, produces, stockpiles, retains or uses chemical weapons in breach of Articles I and II CWC. The presence of thiodiglycol is fully compatible with lawful industrial and agricultural uses under Article VI and with the flood-related conditions described in the Statement of Facts. Rapidia has not used the consultation and fact-finding mechanisms of Article IX and has not met its burden or the applicable standard of proof for such a serious allegation. The Tribunal should therefore reject Rapidia's claim and declare that Alvora is not in breach of the CWC.⁸⁷

V. In any case: The observation flight on 20 April 2025 was lawful under the Treaty on Open Skies

Alvora's observation flight of 20 April 2025 over Rapidia's territory was conducted pursuant to, and in full conformity with, the Treaty on Open Skies. Under Article I(1) of the Treaty on Open Skies, the States Parties establish an Open Skies regime "*for the conduct of observation flights by States Parties over the territories of other States Parties*," and Article III confirms that each State Party has the right to conduct such observation flights and the obligation to accept them in accordance with the Treaty.⁸⁸ Observation aircraft must be unarmed and

ARISWA, arts. 50 (Obligations not affected by countermeasures):

"1. Countermeasures shall not affect: (a) the obligation to refrain from the threat or use of force as embodied in the Charter of the United Nations; (b) obligations for the protection of fundamental human rights; (c) obligations of a humanitarian character prohibiting reprisal) other obligations under peremptory norms of general international law. 2. A State taking countermeasures is not relieved from fulfilling its obligations: (a) under any dispute settlement procedure applicable between it and the responsible State; (b) to respect the inviolability of diplomatic or consular agents, premises, archives and documents."

⁸⁷ CWC, arts. I, II, VI, IX; Statement of Facts, para. [thiodiglycol detection and SAB opinion].

⁸⁸ Treaty on Open Skies, arts. I(1), III(1)–(2), Mar. 24, 1992, in *OSCE Treaties Compendium*.

equipped only with agreed sensors,⁸⁹ and observation flights are carried out on the basis of a notified and agreed mission plan, with any restrictions permitted solely for reasons of flight safety and in accordance with ICAO rules.⁹⁰

Both Alvora and Rapidia are Parties to the Treaty on Open Skies, and the case file expressly records that the 20 April 2025 overflight was conducted “*pursuant to the Treaty on Open Skies*.” In these circumstances, and absent any allegation that Alvora failed to comply with the Treaty’s notification, mission-planning or safety procedures, the observation flight constituted a lawful exercise of Alvora’s treaty right to conduct an unarmed aerial observation over Rapidia’s territory. It therefore cannot be characterised as an unlawful intrusion or as an independent breach of Rapidia’s sovereignty.

D. Overall Conclusion

The dispute before the Tribunal arises from Rapidia’s unilateral upstream conduct on the Puria River, its pursuit of a nuclear enrichment programme inconsistent with its obligations under the NPT, and its unfounded attempt to shift attention by accusing Alvora of clandestine possession of chemical weapons.

As shown in Section I, Rapidia has breached the Treaty governing the Use of the Puria River by failing to ensure equitable and reasonable utilisation, by causing a significant reduction in streamflow to Alvora, and by disregarding its duties to prevent harm, to cease harmful activities upon notification, and to cooperate in good faith. Rapidia is therefore internationally responsible for the material damage suffered by Alvora and must provide full reparation.

As set out in Section II, Rapidia’s nuclear activities go beyond what is necessary for peaceful purposes and are incompatible with its obligations as a non-nuclear-weapon State under the NPT. Rapidia cannot rely on unproven allegations against Alvora to justify the violations. Finally, as demonstrated in Section III, Rapidia has failed to substantiate its accusation that Alvora possesses undeclared chemical weapons. The limited and ambiguous detection of a dual-use chemical after flooding is fully consistent with activities not prohibited by the CWC.

⁸⁹ *Ibis.*, art. II (4)– (5) (defining “observation aircraft” as unarmed, fixed-wing aircraft equipped with agreed sensors).

⁹⁰ *Ibid.* art. VI (mission plan and flight plan procedures; obligation to conduct observation flights in accordance with ICAO standards and national flight-safety rules).

Alvora has complied with its CWC obligations, whereas Rapidia has neither met its burden of proof nor used the Convention's own mechanisms for clarification.

E. Prayer for relief

For the foregoing reasons, Alvora respectfully requests the Arbitral Tribunal to issue an award:

I.

declaring that Rapidia bears international responsibility for causing the reduction in the streamflow of the Puria River, in breach of the Treaty governing the Use of the Puria River, and ordering Rapidia to provide compensation to Alvora for the resulting economic damage, including the loss in rice production and related economic and social consequences;

II.

declaring that Rapidia bears international responsibility for pursuing efforts to acquire nuclear weapons, in breach of its obligations as a non-nuclear-weapon State under the Treaty on the Non-Proliferation of Nuclear Weapons, and ordering Rapidia to suspend all uranium enrichment activities exceeding peaceful nuclear purposes and to allow independent verification by the International Atomic Energy Agency (IAEA);

III.

declaring that Alvora has not failed to declare and destroy all its chemical weapons and is in compliance with its obligations under the Chemical Weapons Convention, and accordingly rejecting Rapidia's allegation that Alvora possesses undeclared chemical weapons and its request for OPCW inspections directed at Alvora;

IV.

ordering Rapidia to bear the costs of these proceedings, or such share of the costs as the Tribunal considers appropriate;

V.

and granting any further or other relief that the Tribunal considers appropriate to give full effect to the above declarations and orders.

List of Authorities

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Convention on Conciliation and Arbitration within the Conference on Security and Co-operation in Europe, Dec. 15, 1992, 1842 U.N.T.S. 307.

Treaty governing the Use of the Puria River, Mar. 10, 1931 (fictional treaty, reproduced in Appendix I to Case Concerning the Puria River (*Alvora v. Rapidia*)).

Treaty on the Non-Proliferation of Nuclear Weapons, July 1, 1968, 729 U.N.T.S. 161.

Treaty on Open Skies, Mar. 24, 1992, S. Treaty Doc. No. 102-37.

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Images

None