



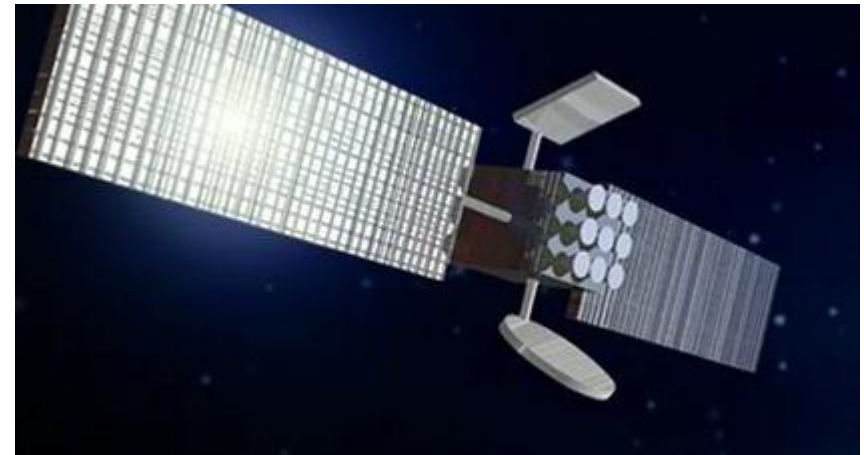
Transfer of Ownership of Space Objects

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Introduction

- Transfers in practice truly occurred
- Launching service
- In-orbit transfer



Introduction

- The scope of the discussion of this paper
- 1. ownership
- 2. space object
- 3. transfer

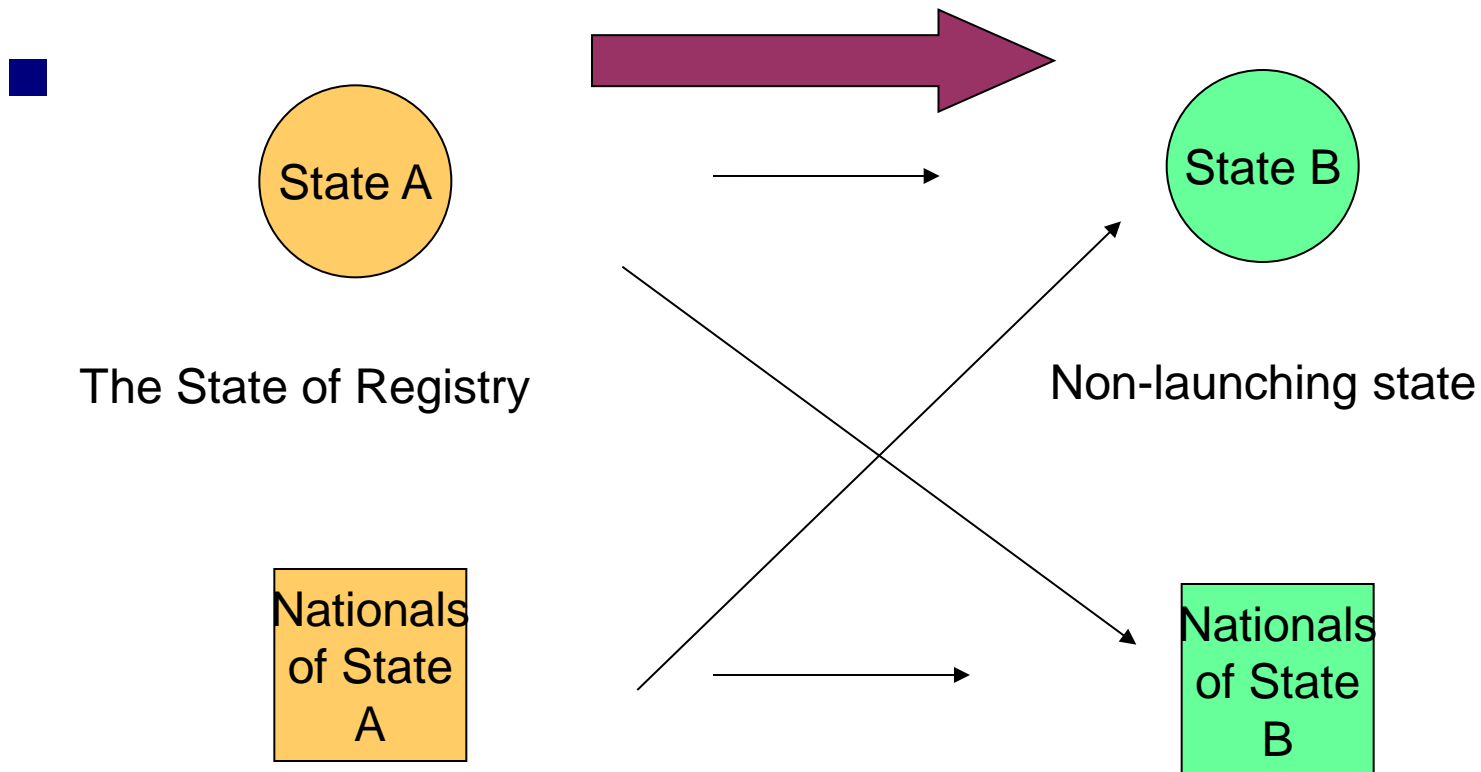
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- 1. Types of transfer
- 2. Problems unsolved
- 3. Disparity between OST-VI and OST-VIII.
- 4. Can launching states be exempted from its liability?
- 5. Treaty interpretation and solutions under national space legislation

Types of transfer

- **1. Launching service (turn-key contract)**
 - The transferee itself is a joint-launching state, defined as the the state procures launching.
- **2. Change of service provider or receiver**
 - No transfer of jurisdiction, control and liability is involved.
- **3. In-orbit transfer**
 - Problems occurred.

Problems unsolved in in-orbit transfer



Disparity between OST-VI and OST-VIII.

■ OST-VIII

- The State of Registry, (State A) remains jurisdiction and control over the object.

■ OST-VI

- The State B, as the “appropriate state” mentioned in OST-6, bears obligation to supervise and authorize

OST-VIII and related articles

(applied for State A)

■ OST-VIII

- “jurisdiction and control” rests in the State of Registry.

■ Reg-I-c

- Only launching states can become State of Registry
- No objection for modification of registry, but can only be made between launching states.

OST-VI and related articles

(applied for State B)

- OST-VI
- The “appropriate state” bears obligation to supervise and authorize national space activities.
- The “appropriate state” means state with actual jurisdiction over the operator or owner of the space object.

Can launching states be exempted from its liability?

- OST-VII, Liab-II, Liab-III
- Launching states bear liability for damage caused by the launched object.
- Liab-V-2
- Allows allocation of liability between joint launching state.
- Q: is it possible to arrange liability allocation between launching states and the transferee?

Treaty interpretation and solutions under national space legislation

- 1. repairing the registration system?
 - 1.1 How?
 - By using new interpretation of “launching state”
 - 1.2 Analysis
 - Not possible

Treaty interpretation and solutions under national space legislation

- 2. Inter-governmental agreements
- For liability allocation between joint-launching states and the transferee

Intel-governmental agreements

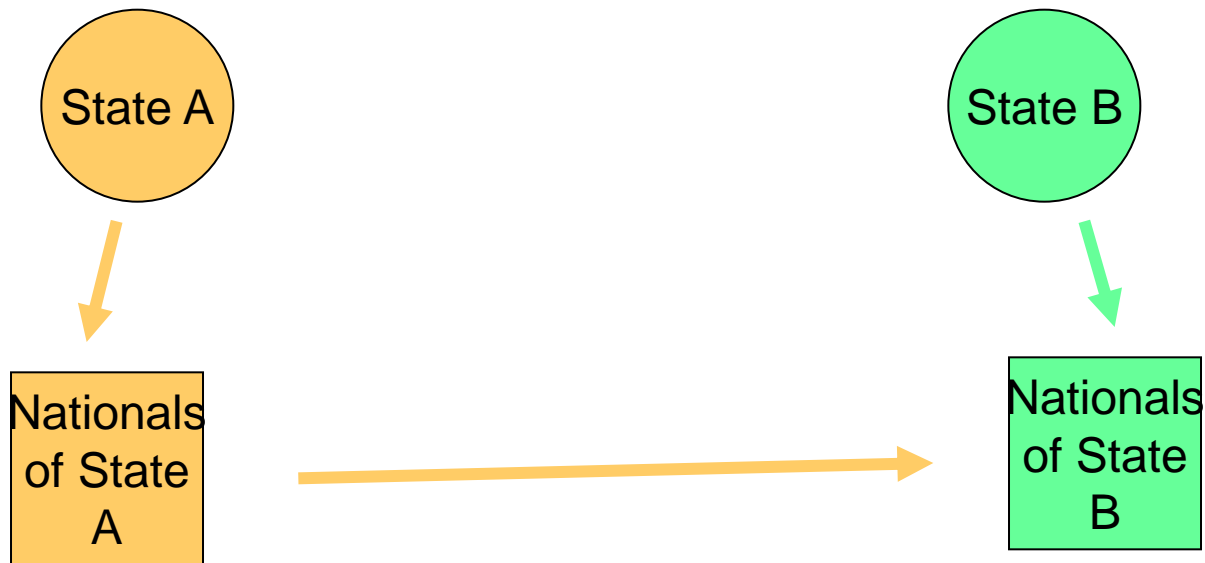
- **1. Its legitimacy and validity.**
- Space convention sets no restrictions.
- Vienna Convention on the Law of Treaties recognizes the validity of third party's acceptance
- **2. How to conclude such agreement.**
- Negotiation between all joint launching states and the transferee
- Acceptance from the transferee on agreements signed by joint launching states

Treaty interpretation and solutions under national space legislation

- 3. National Space Legislation
- For setting standards for authorization of transfer and guarantee the conclusion of the inter-governmental agreements

National Space Legislation

- 1. For authorizing space activities, including transfers.



National Space Legislation

- 2. Guarantee the signing of inter-governmental agreements.
- By indirectly urging State B to be involved in the negotiation of agreements.



Thank you!

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