INTERPRETATION AND IMPLEMENTATION OF INTERNATIONAL SPACE TREATIES AND ITS IMPLICATIONS TO THE FORMULATION OF NATIONAL SPACE LEGISLATION (AN INDONESIAN EXPERIENCE)

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ABSTRACT

An ideal national space legislation shall take into consideration in line with the national interest; not in contrary with existing national law; not in contrary with rules and principles of international law; particulary International Space Law.

This paper is aimed at exploring and examining the practice of interpretation and implementation of international space treaties in order to know implication toward the formulation of national space legislation.

ABSTRAK

Suatu legislasi bidang keantariksaan yang ideal harus sejalan dengan kepentingan nasional; tidak bertentangan dengan hukum nasional yang berlaku; serta tidak bertentangan dengan kaidah-kaidah dan prinsip-prinsip hukum internasional, khususnya Hukum Antariksa Internasional.

Makalah in: dimaksudkan untuk mengeksplorasi dan mengkaji praktek-praktek yang berkaitan dengan interpretasi dan implementasi perjanjian-perjanjian internasional di bidang keantariksaan untuk memahami implikasinya terhadap upaya perumusan legislasi nasional di bidang keantariksaan.

1 INTRODUCTION

As an archipelagic State with specific geographical situation, Indonesia has a strong interest in mastering and applying space science and technology to fulfill the needs of its national development. To come to that end there is a requirement to develop national legal system relevant to space activities through the process of national space legislation. It is expected that the existence of national space legislation would guarantee that space related activities can be conducted in an orderly manner and shall promote prosperity and the betterment of the society. In the process of formulating national space legislation the following aspects shall be taken into considerations:

- It should be based on national interests;
- It should not be in contrary with the existing national law;
- It should not be in contrary with principles and rules of international space law.

Indonesia has currently ratified 4 (four) international space treaties, namely:

- The Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies or known as "the Space Treaty of 1967 (Ratified by Law No 16 of 2002)";
- The Agreement on the Rescue of Astronauts, the Return of Astronauts and the Return of Objects Launched into Outer Space of 1968 or known as "the Rescue Agreement of 1968" (Ratified by Presidential Decree No 4 of 1999);
- The Convention on International Liability for Damages Caused by Space Objects or known as "the Liability Convention of

1972" (Ratified by Presidential Decree No 20 of 1996); and "
- The Convention on Registration of Objects Launched into Outer Space of 1975 or known as "the Registration Convention of 1975" (Ratified by Presidential Decree No 5 of 1997).

Meanwhile "the Moon Agreement of 1979" has not been ratified as it is deemed "not urgent". By ratifying the abovementioned international space treaties, Indonesia has transformed the provisions of those treaties from the norms of international law into a part of national law. Consequently, every effort to formulate national space legislation shall take into consideration and subject to existing international space law. The problem is that in further development of space activities some States tend to have taken different positions regarding interpretation and implementation of international space treaties in accordance with their own national interests. Indonesia has also put national interests as basic considerations in formulating national space legislation, especially in the process of drafting national space act.

The purpose and objectives of this paper are to make some analysis regarding:

- Interpretation of international space treaties;
- Implementation of international space treaties as reflected in national space legislations and practices;
- Implications of the interpretation and implementation of international space treaties toward the process of formulating national space legislation, especially the drafting of Indonesian Space Act.

In order to have an easy understanding of the legal aspects related to interpretation, implementation and implication of international space treaties toward the formulation of national space legislation, this paper will focus on examining the four treaties, namely: "the Space Treaty of 1967", "the Rescue Agreement of 1968", "the Liability Convention of 1972" and "the Registration Convention of 1975*.

Although no ratification has been made to "the Moon Treaty of 1979", some issues relevant to it will be discussed, such as the possibility to establish international legal regime as an elaboration of "common heritage of mankind" (CHM) for exploitation of natural resources of the Moon. Other treaties such as "the Test Ban Treaty", "the Nuclear Proliferation Treaty", "the ITU Constitution and Convention" and "the Missiles Technology Control Regime" (MTCR) will also be touched, although not in depth.

2 THE SPACE TREATY OF 1967

2.1 Main Principles

As "Magna Charta" of space activities, the Space Treaty of 1967 containing basic principles for conducting space activities, covering:

- Freedom of exploration and use of outer space, including the moon and other celestial bodies on a non-discriminatory basis (See article I of The Space Treaty of 1967);
- Outer space, including the Moon and other Celestial Bodies is not subject to national appropriation (Ibid, article II)
- Applicability of international law, including Charter of the United Nations to space activities (Ibid, article III);
- Peaceful uses of outer space (See ibid Article IV);
- The Status of Astronaut as the envoys of mankind (Ibid, article V);
- State responsibility and international liability for national space activities (Ibid, article VI and VII);
- Jurisdiction and Control of State of Registry over its objects launched into outer space (Ibid, article VIII);
- Preservation and Protection of the Environment (Ibid, article DC);
- International Cooperation (Ibid, article XI).

Considering the universal character of the above principles it is no wonder that about 98 (ninety eight) countries have ratified the Space Treaty of 1967 (As of 1" January 2003). In practice even the non-

contracting parties to the treaty respect and subject to the provisions of the Space Treaty of 1967 in conducting their space activities. In this context the Space Treaty of 1967 has become "the Law Making Treaty" instead of "Treaty Contract".

2.2 The Issues of Interpretation and Implementation of the Space Treaty of 1967

Despite the universal character of the Space Treaty Provisions, there are countries and even experts who have different interpretation and implementation on the Space Treaty's provisions. Some examples of the differences could be described as follows:

- Whether the "province of mankind" (The word "province" refers to "sphere of works" or "benefit" while the words "mankind" refers to "the Society of States". For further analysis see, H A Wassenbergh, Principles of Outer Space Law in Hindsight, Martinus Nijhoff Publisher, 1991, page 57) has the same meaning as "common heritage of mankind" (For further analysis of the CHM concept, see Carl Q Christol, Space Law: Past, Present and Future, Kluwer Taxation Publisher, 1991, page 382. See also Bess CM Reijnen, The United Nations Space Treaties Analyzed, Editions Frontieres, 1992, page 3-4), though the two terminologies have similarities as it belong to area beyond national jurisdiction but different interpretations may lead to different implementation;

- On the status of outer space as "province of mankind" and "common heritage of property";
- Concerning the "n on-appropriation* principle, on one hand it was interpreted by the US delegate as not subject only to national ownership (sovereignty) while it is open for private ownership depending upon national law of each country, on the other hand several other developed countries (such as: Italy, France and the Netherlands) are of the opinion that "non-appropriation* shall apply not only to State, but also to other legal entities (The statements were made during the UN/Korea Workshop on Space Law, Daejeon, Republic of Korea, 3-6 November 2003);
- On the meaning of "peaceful", the formulation of the Space Treaty is line (concur) with interpretation made by the US government which refers to "partial demilitarization" (as long as not-aggressive) (For further elaboration of the interpretation of "peaceful", see Ivan A Vlasic, "The Legal Aspects of Peaceful and non-peaceful of Outer Space", in Peaceful and non-Peaceful Uses of Outer Space, Bhupendra Jasani (ed), Taylor and Francis, New York 1991, page 40), while other country (for example: Iran) is still questioning such interpretation especially in relation with another interpretation made by the former USSR which interpreted "peaceful" **as** "non-military" (Such statement was addressed by the delegate from Iran at the UN/Korea Workshop on Space Law, Daejeon, Republic of Korea, 3-6 November 2003);

- There are still some countries which fail to make a clear distinction between "state responsibility* and "international liability*. Legally, a distinction should be made between responsibility and liability. Responsibility is a legal obligation that should be exercised by one party vis-a-vis another (On etymological analysis regarding the distinction between "responsibility" and "liability" see, Nathalie L. J. T Horbach, Liability Vs Responsibility Under International Law, Ph.D Thesis Leiden University, the Netherlands, 1996, page 21. See also, Bin Cheng, Studies in International Space Law, Clarendon Press, Oxford, 1997, page 603). Responsibility is primarily conceived as meaning answerability for the conformity of conduct with norms in general whether legal, moral or other. It is broader notion than liability which constitutes the legal obligation to make integral reparation for the damage resulting from unlawful conduct (Bin Cheng, 1989);

- Regarding the obligation to conduct "international consultation", different interpretation still exist, mainly in the event that such consultation is requested by

country which potentially would suffer from the impact of space activities conducted by other country. In case such consultation fail to resolve the disputes there is no (legal) procedures available to impose obligation to the launching state to stop its activities;

- The lacks of clear criterion regarding qualification of which "space crew" can be categorized as "astronaut" and consequently can be regarded as 'envoys of mankind". This is important considering the future trends of sending more personnel {including space tourist) to outer space of which is not worth to be treated as "envoys of mankind";
- The failure to make clear which country shall be qualified as "appropriate state", whether it only includes "launching state", and "state of registry" or also includes "the state which issues a license" for conducting space activities;
- The need for redefinition of certain terminologies, such as: "space activities", "space objects", "launching state", "national activities" etc.

2.3 The Implication Towards the Formulation of National Space Legislation

The implication of the different interpretations and implementations of the Space Treaty's principles may of course affect the formulation of the draft of national space act. Therefore a close look at the issues has been conducted prior to incorporating the principles of Space Treaty of 1967 into the draft of national space act. The parameter being used is the national interests, especially in the context of space activities. Some examples of national position which has been taken in connection with interpretation and implementation of the Space Treaty are as follows:

- The determination on the status of outer space, including the moon and other celestial bodies as "province of mankind" and "common heritage of mankind" which can not be subjected to national appropriation (sovereignty);
- "Province of Mankind" and "Common Heritage of Mankind" shall be understood as "common ownership" prior to the existence of a special legal regime as an elaboration of those legal concepts. This position is necessary to prevent the utilization of space resources that merely based on "first, come first served" principle or technical and financial capabilities of certain countries;
- On the application of "non-appropriation" principle, it should be inferred as covering both not subject to "national appropriation" (ownership) and "private ownership" as long as it is not based on the existence of an international legal regime;
- Concerning the meaning of "peaceful", certain parameters (legal, political and technical) shall be determined equipped with its verification system to ensure that the utilization of outer space shall be exclusively for peaceful purposes;
- Regarding the meaning of "launching state", there is a need for a redefinition in the context of participation of private entities in commercialization of space activities; therefore it is necessary to introduce the term "launching authority" in addition to "launching state". Besides, new modus for launching such as: "air launch" and "sea launch" may affect the further definition of "launching state";
- As a country which on one hand is active in utilizing space science and technology, while on the other hand it may become potential victims of space activities, Indonesia shall pay attention to the interpretation of "international consultation" from the perspectives of securing national interest;
- Considering the close connection among "registration", "jurisdiction" and "control" over space objects with the issue of "state responsibility" and "international liability", further in depth observation shall be conducted on these issues, including for **a** situation where space activities are conducted by non-State legal entity;
- etc.

3 THE RESCUE AGREEMENT OF 1968

3.1 Basic Provisions

"The Rescue Agreement of 1968" is an elaboration of the provision of article V of the "Space Treaty of 1967" stating that "astronaut is the envoys of mankind". As consequence of the status of astronaut as envoys of mankind, contracting parties to this agreement are obliged to take all necessary measures and to render assistance **to** the astronaut in case of accident, emergency landing, or in distress, and to return the space objects to the "launching State".

The Rescue Agreement of 1968 consist of 10 articles and comprising of the following main provisions:

- The contracting party shall notify either the launching authority or the Secretary General of the United Nations of any information or finding regarding astronaut in situation of accident, emergency landing or in distress within the jurisdiction of other contracting States (See Rescue Agreement of 1968, article 1);
- The contracting parry shall immediately take all possible steps to rescue the astronaut, to render them all necessary assistance and to inform the launching authority and the Secretary General of the United Nations of the steps it is taking and of their progress (See Ibid, article 2);
- The contracting party with the closest distance from the location of the accident on the high seas shall, and in a position to do so, shall extend assistance in search and rescue operations for such personnel to ensure their speedy rescue (Ibid, article 3);
- The contracting party shall return astronauts and space objects to the launching authority (Ibid, article 4);
- The launching authority shall be responsible for expenses incurred in fulfilling obligations to recover and return a space objects or its component parts (See Ibid, article 5 paragraph 5};
- Launching authority shall refer to the State responsible for launching, or, where an intergovernmental organization is responsible for launching, that organization, provided that the organization declares its acceptance of the rights and obligations provided for in this agreement (See Ibid, article 6);

3.2 The Issues of Interpretation and Implementation of the Rescue Agreement of 1968

Ideally, provisions of the Rescue Agreement of 1968 should not raise any problems since it stresses the humanity aspects of space activities, nevertheless in its implementation some practical problems may arise, such as:

- With respect to the recent development of space activities which involve personnel such as: "payload specialist", "researcher", "scientist", and even "military personnel", including "space tourist" or "space passengers", the question may arise whether these personnel can be classified as "astronaut" with the status of "envoys of mankind". If not what parameters can be used to distinct them?
- Whether the contracting party is still obliged to render assistance and to rescue astronaut of another country which conducted unfriendly military (reconnaissance) mission against the contracting party;
- What is the law enforcement mechanism to the contracting party which refuses to render assistance in accordance with their obligations under the Rescue Agreement?
- Why the term "launching authority" only apply to states and intergovernmental organizations? How about if the launching is purely conducted by private entity, whether they can be classified as "launching authority";
- Considering the fact that Rescue Agreement is relatively an old agreement, whether it is a proper time to make amendment and/or adjustment to the provisions which is regarded as "out of date".

3.3 Implication Towards the Formulation of National Space Legislation

By taking into considerations of existing problems regarding the interpretation

and implementation of the Rescue Agreement, for the purpose of integrating provisions of the Rescue Agreement into the draft of national space act, it shall be conducted in such a manner that it pays attention to and anticipate the recent development, and particularly the national interests.

The steps that can be taken will include but not limited to:

- Regulating coordination mechanism among relevant institutions in conducting search and rescue of astronaut and space objects, including its component parts in case of accident, emergency landing and/ or in distress;
- Redefining the meaning of "astronaut" in line with the recent development by formulating objective parameters regarding the qualification of "astronaut*;
- For activities which is proved to be "unfriendly[0] and in contrary with the principle of peaceful uses of outer space, the obligation as laid down in Rescue Agreement shall be treated as not binding;
- Broaden the meaning of "launching authority* to also cover space activities conducted by private entities, non-governmental organizations and even individuals.

4 THE LIABILITY CONVENTION OF 1972

4.1 Basic Provisions

liability Convention of 1972 elaborates principles as formulated in article VI and VII of the Space Treaty of 1967. The main characteristic of liability Convention is "victim oriented* as it is designed to protect the interests of the third party (country) which is not involved in conducting space activities, but could become "potential victims" of such activities. The essence of this convention is providing procedures and mechanism for international liability for damages caused by space objects.

Liability Convention consist of 28 (twenty eight) articles containing the following basic provisions:

- Certain terminologies and definitions, such as: "damages", "launching", "launching State*, "space objects" (See Liability Convention of 1972, article I);
- The application of 2 (two) basis of liability, namely: "absolute liability" and "liability based on fault". Absolute liability applies in the situation where the damages occur on the surface of the earth or on aircraft in flight (Ibid, article II), while liability based on fault applies if the damages occur in outer space (Ibid, article III);
- The parties which shall be liable for damages caused by space objects are "the launching States" which includes: the State which actually launch, the state which procure the launch, and the State which provide facilities and territory for the launch (Ibid, article I (c)). In the event of joint launching, the launching States shall be jointly and severally liable to the third State (Ibid, article IV and V);
- The claim for compensation for the damages may be presented by the State of whose natural or juridical persons suffer the damage; another State in respect of damage sustained in its territory; or another State in respect of damage sustained by its permanent residents (Ibid, article VIII);
- Procedure of claim for compensation in the first instance shall be presented through diplomatic channel, in case there is no diplomatic relations between Claimant State and Launching State, the claim may be presented by another State or through Secretary General of the United Nations (Ibid, article IX). If no settlement of claim is arrived at through diplomatic negotiations, the parties concerned shall establish a Claims Commission at the request of either party (Ibid, article XIV). The claim may also be presented in the courts or administrative tribunals or agencies of a launching State (Ibid, article XI paragraph 2);
- The compensation which the launching State shall be liable to pay for damage shall be determined in accordance with international law and the principles of justice and equity, in order to provide such reparation in respect of the damage . (Ibid, article XII);

- In case the damage caused by a space object presents a large-scale danger to human life or seriously interferes with the living conditions of the population, the launching State shall render appropriate and rapid assistance to the State which has suffered the damage (Ibid, article XXI);
- This convention shall apply to any international intergovernmental organization which conducts space activities if the organization declares its acceptance of the rights and obligations provided for in this convention (Ibid, article XXII);.

4.2 The Issues of Interpretation and Implementation of The Liability Convention of 1972

Since the entry into force of the Liability Convention there was a famous case, the re-entry of the former USSR's satellite "Cosmos 954" in the territory of Canada in 1978. From diplomatic communications between the government of Canada and the government of the former USSR, there were some differences in the interpretation of article XXI of the Liability Convention, namely:

- In case the activities of a space objects may cause large scale danger, on the one hand the former USSR was in the opinion that the launching State has the rights to determine the party that could render assistance for search and recovery and clean-up operation, while on the other hand Canada was of the opinion that it should be determined by the State which suffers the damage;
- As a consequence of such interpretations the former USSR insisted that **its** government should not be held liable for the cost of search and recovery and clean-up operation conducted by the US government upon the request of Canada. The former USSR's government was only willing to pay compensation for physical and direct damage caused by "Cosmos 954".

Apart from the above case, there are some weaknesses in the provisions of the Liability Convention, among others:

- There is an unfair situation for a State in the launching activities, which only provide territory for lease as it falls into the category of "launching State". Under the Liability Convention such a State should be jointly and severally liable together with the State which actually launches and the State which procures the launch for any damage caused by their launching activities. This is unfair since its technical contribution to cause damage is minimum;
- As the Liability Convention relies on government to government mechanism in the settlement of compensation, there is no guarantee for a prompt, effective, and adequate payment of compensation to the victims. So, it is against the victims-oriented character of the Liability Convention itself. Besides, the Liability Convention fails to accommodate and anticipates the fact of increasing participation of private sectors in space activities

4.3 Implication Towards the Formulation of National Space Legislation

In the formulation of the draft national space act, particularly provisions regarding procedures and mechanism of claim for compensation, the provisions of the liability Convention will be incorporated which applies to international liability, while it also establishes domestic procedures and mechanism for compensation. The draft also regulates national coordination mechanism in case of possible re-entry of satellite into the territory of Indonesia. Such coordination covers institutional aspects, apparatus, technology preparedness and financing. Considering weaknesses of the Liability Convention, considerations should be taken for the possibility to propose amendment to the Liability Convention to adjust with technological development. The proposal for such amendment covers certain substances, among others:

- Extending the scope of "recoverable damage" to include the cost of search and recovery and clean-up operation; and also possibly for "indirect damage'* and "non-physical damage";

- As long as it is feasible, system and mechanism for compensation under the Liability Convention can be broaden (extended) to cover liability for damage caused by launching activities conducted by private entity. This is important in order to guarantee prompt, effective and adequate payment of compensation to the victim;
- Proposing that the decision of the Claim Commission shall be final and binding upon the conflicting parties;
- The formulation of "international cooperation in case of large scale danger" shall be made clear in order to prevent ambiguity;
- Regarding apportionment of liability in the joint launching, arrangement should be made among the parties that the portion of liability shall be weighed upon the State which actually launch, since it theoretically pose the biggest contribution to the failure of the mission.

5 THE REGISTRATION CONVENTION OP 1975

5.1 Basic Provisions

The Convention on Registration of Object Launched into Outer Space of 1968 elaborates the provision of article VIII of the Space Treaty of 1967. These conventions consist of 12 articles and provide provisions, among others:

- Terminologies and definitions, such as: "Launching State", "Space Object" and "State of Registry" (See Registration Convention, article I);
- The obligation of the launching State to register object launched into outer space in an appropriate registry which it shall maintain and shall inform the Secretary General of the United Nations of the establishment of such a registry (Ibid, article II paragraph 1);
- In a joint launching, the parties shall jointly determine which one of them shall register the object (Ibid, article II paragraph 2);
- The Secretary General of the United Nations shall maintain a register in which the information furnished in accordance with article IV shall be recorded. There shall be full and open access to this information in this register (Ibid, article HI);
- Information to be furnished by State of registry shall include: name of launching State; appropriate designator of the space object or its registration number; date and territory or location of launch; basic orbital parameter including nodal period, apogee and perigee; general function of the space object; periodical information concerning the object; and information regarding inactive satellite (Ibid, article IV);
- International cooperation to render assistance to identify a space object may cause damage or may be of a hazardous or deleterious nature (See Ibid, article VI);
- Applicability of the convention to intergovernmental organization which conducts space activities if the organization declares its acceptance of the rights and obligations provided for in the convention (Ibid, article VII).

5.2 **The Issues of Interpretation** and **Implementation of the Registration Convention of 1968**

In the process of creating a national registration system for space activities, it should take into considerations how the contracting parties interpret and implement it, which can be described as follows:

- The facts that only 10 (ten) States and 2 (two) intergovernmental have registered their space objects under the Registration Convention, even 5 (five) of them are not contracting parties to the Registration Convention, instead they registered in accordance with UNGA Resolution no 1721 of 1961;
- The facts that registration marking is not obligatory under the Registration Convention could raise difficulties in identifying the space objects;
- In general States do not register their space objects if it is launched for military missions or classified as sensitive satellite;
- So far no law enforcement mechanism exist for the issues of non-compliance to the Registration Convention;

- To prevent double registration certain country determines not to register foreign satellites;
- The facts that the development of commercialisation and privatization of space activities is not entirely accommodated by the Registration Convention unless flexible interpretation to its provisions can be conducted.

5.3 Implication towards the Formulation of National Space Legislation

By taking into account international obligations of Indonesia under the Registration Convention, the national interests, and further considerations of interpretation and implementation of the convention by other countries, formulation of national legislation will be directed towards:

- Developing a national registration system for space activities for the purpose of identifying any Indonesian space objects and providing information in accordance with mechanism of Registration Convention;
- Exercising jurisdiction and control over space objects registered in Indonesia;
- Regulation concerning transfer of registry in the event of transfer of ownership over the space object;
- Regulation concerning determination of State of registry in joint launching activities;
- Determination of a national body in charge of coordinating national registration system.

6 THE MOON AGREEMENT OF 1979

Despite the fact that Indonesia has not ratified the Moon Agreement, some provisions of the Moon Agreement shall be taken into considerations when formulating national space act, namely:

- The intention to establish an international regime for exploitation of natural resources of the moon as "common heritage of mankind*' can be a good model for managing other space resources;
- An elaboration of "common heritage of mankind" would further clarify the interpretation of "non-appropriation'' principle;
- The expressed formulation in the Moon Agreement that activities on the moon shall be exclusively for peaceful is reflecting a strong political will of the international community to guarantee peaceful exploration and exploitation of the moon and its resources.

With respect to the perceptions of different countries towards the Moon Agreement can be described as follows:

* Only 10 (ten) countries ratified the Moon Agreement;
* The US has shown its reluctance to ratify the Moon Agreement as it perceives that the provisions of article XI of the Moon Agreement is very controversial since interpretation of "common heritage of mankind" as formulated in that article is deemed as a disincentive to development. Besides, application of provisions concerning orderly development and equitable sharing can be treated as imposing taxes at the benefits of countries which put at no risk (developing countries). It was added that the Moon Agreement impose moratorium for exploitation of natural resources of the moon (For further analysis on this issue see Glenn Harland Reynolds, "The Moon Treaty: Prospect for the Future", in Space Policy, May 1995, page 17. See also Martin Mentor, "Commercial Space Activities Under the Moon Treaty", Proceeding of the IISL's Colloqium, 1980, page 37);

- In the latest development The US and Australia propose that regulation concerning natural resources of the moon shall be regulated by national law of any country, the proposal was opposed by Italy, the Netherlands and Canada (This debate has colored the UN/ Korea Workshop on Space Law, Daejeon, Korea, 3-6, November 2003).

From the perspectives of the Indonesian interests there is no such urgency to ratify the Moon Agreement, although the elaboration of common heritage of mankind shall be further examined and observed.

7 OTHER RELEVANT INTERNATIONAL TREATIES

Apart from the existing international space treaties, there are relevant international treaties that shall be taken into account in formulating the draft of national space act, namely:

- The ITU Constitution and Convention of 1992 and its Amendments, including Administrative Regulations;
- Treaty Banning Nuclear Weapons Test on the Surface of the Earth, in the Atmosphere or in Outer Space of 1963;
- The Treaty on the Non-Proliferation of Nuclear Weapon of 1968;
- The arrangement among the group of developed countries regarding "Missile Technology Control Regime" (MTCR).

8 CONCLUDING REMARKS

To conclude my presentation some remarks can be addressed:

- For the purpose of formulating national space legislation, particularly the draft of national space act in Indonesia, as long as it is possible and in line with the national interests, principles and provisions of the international space treaties and other relevant international treaties in which Indonesia is a contracting party, shall be integrated into the draft national space act;
- The efforts to integrate the existing international space treaties and other relevant international treaties shall pay attention to the dynamic of national interests and the recent trends and development in international sphere, particularly concerning interpretation and implementation by other countries to the relevant treaties;
- Regarding international treaties of which Indonesia is not a party, the relevant provisions shall be seriously considered as long as in line with the national interests;
- The formulation of national space legislation shall also take into considerations of trends and development space activities, including the trends of commercialization and privatization of space activities.

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On etymological analysis regarding the distinction between "responsibility" and "liability".

Ratified by Law No 16 of 2002.

Ratified by Presidential Decree No 20 of 1996.

Ratified by Presidential Decree No 4 of 1999.

Ratified by Presidential Decree No 5 of 1997.

Registration Convention 1975.

Rescue Agreement of 1968, article I s.d. V

The Space Treaty of 1967, article I s.d IX and XI.

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The word "province" refers to "sphere of works* or "benefit" while the words "mankind" refers to "the Society of States". For further analysis see.