



Model Code of Conduct for the Prevention of Incidents and Dangerous Military Practices in Outer Space

The States Party to this Agreement,

Reaffirming the common interest of all humankind in furthering the exploration and use of outer space for peaceful purposes,

Recognizing that outer space is an indispensable medium for civil, scientific, and commercial endeavor, technological advancement, and national security,

Recognizing that incidents and dangerous military practices in outer space would impair national, regional and international security,

Recognizing that incidents and dangerous military practices in outer space would impair civil, scientific, and commercial endeavor as well as technological advancement,

Appreciating that weapons are not in space and that the flight testing of anti-satellite weapons and space weapons is not being undertaken,

Recognizing that the flight testing or deployment of space weapons would impair international cooperation,

Desiring to prevent outer space from becoming an arena of conflict,

Recognizing the fragility of the outer space environment and the necessity of international cooperation for the mitigation of space debris,

Recognizing the value of satellites in orbit to humankind and the necessity of international cooperation for space traffic management,

Recalling the promotion of the peaceful uses of outer space in the Treaty Banning Nuclear Tests in the Atmosphere, Outer Space and Under Water; the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies; the Agreement on the Rescue of Astronauts, the Return of Astronauts and the Return of Objects Launched into Outer

Space; the Convention on International Liability for Damage Caused by Space Objects; the Convention on Registration of Objects Launched into Outer Space; and the Agreement Governing Activities of States on the Moon and Other Celestial Bodies,

Recognizing the value of codes of conduct as reflected in agreements for the Prevention of Incidents On and Over the High Seas; the Agreement on the Prevention of Dangerous Military Activities; the International Code of Conduct against Ballistic Missile Proliferation; and UN Security Council Resolution 1540 on Non-Proliferation,

Recognizing the linkage between avoiding incidents and dangerous military activities in space and avoiding incidents and dangerous military activities on Earth,

Recognizing the need to elaborate effective international norms and procedures to prevent incidents and dangerous military activities in outer space,

Believing that the strengthening of norms and procedures to promote international cooperation in outer space will serve the betterment of all humankind,

Have agreed on the following:

Article I [Definitions]

For the purpose of this Agreement, the following definitions shall apply:

1. "Space debris" means all man-made objects in Earth orbit, including their fragments and parts, that are non-functional with no reasonable expectation of assuming or resuming their intended functions.
2. "Satellite" means a man-made body that revolves around the Earth, that transmits or receives an electromagnetic signal or that previously has transmitted or received an electromagnetic signal.
3. "Directed energy" means technologies that relate to the production of a beam of concentrated electromagnetic energy or atomic or subatomic particles.
4. "Laser" means any device that can amplify optical radiation by the process of stimulated emission.
5. "Anti-satellite weapon" means any device or component of a system specifically designed, tested or deployed to disrupt, degrade, impair or destroy a satellite.

6. "Space weapon" means any device or component of a system specifically designed, tested, or deployed to disrupt, degrade, impair or destroy a satellite, and any device in space specifically designed, tested, or deployed to disrupt, degrade, impair or destroy a satellite in space or an object on Earth.

7. "Special caution zone" means an area in space, designated mutually by the Parties, in which satellites are present and in which special measures shall be undertaken in accordance with this Agreement.

Article II [General Obligation]

Each Party shall conduct military, scientific and commercial exploration and use of outer space in accordance with international law, including the Charter of the United Nations, in the interest of maintaining international peace and security and promoting international co-operation and understanding.

Article III [General Obligation]

In accordance with the provisions of this Agreement, each Party shall seek to promote the peaceful uses of outer space by avoiding incidents and refraining from dangerous military practices in space, including

Simulating an attack on a satellite;

Engaging in actions that increase the risk of collision and actions that fail to reduce the risk of collision in space;

Using a directed energy device, including a laser, to disrupt, degrade, impair, or destroy a satellite;

Flight testing or deploying an anti-satellite weapon or a space weapon.

Article IV [Collisions]

The satellites of each Party shall be controlled in a manner as to avoid the risk of collision.

The satellites of each Party shall avoid executing maneuvers that could result in the risk of a collision with a satellite of another Party.

In the event that a Party plans to approach a satellite for purposes not prohibited under this Agreement, the Party shall provide notification 100 hours prior to such an approach under the communication system established under Article IX.

In the event that a Party carries out a maneuver in space that another Party considers to have increased the risk of collision, the Parties shall consult one another under the provisions established under Article XVIII.

Article V [Special Caution Zones]

Each Party may propose to the other Party or Parties that the Parties agree to designate an area around satellites as a special caution zone.

Special caution zones shall be negotiated under the communication system established in Article IX.

The satellites of each Party shall not maneuver within designated special caution zones for purposes prohibited under this Agreement.

In the event that a Party plans to approach or enter a designated special caution zone for purposes not prohibited under this Agreement, the Party shall provide notification 100 hours prior to such an approach under the communication system established under Article IX.

The designation of a special caution zone around a satellite shall be solely for the purpose of avoiding incidents and refraining from dangerous military practices in space and shall not be considered as a means of appropriating space for national purposes.

Article VI [Dangerous Maneuvers]

Each Party resolves to avoid actions that may be seen as threatening, or posing a risk or a hazard to a satellite of the other Party or Parties.

Maneuvers in space for the purpose of repairing or servicing a satellite, avoiding collisions, debris mitigation, space traffic management or for other peaceful purposes are not prohibited under this Article.

In the event that a Party deems it necessary to engage in a maneuver in space in close proximity to a satellite of the other Party or Parties for the purpose of repairing or servicing a satellite, avoiding collisions, debris mitigation, space traffic management or for other peaceful purposes not prohibited under this Agreement, the Party shall

provide notification 100 hours prior to such an activity under the communication system established under Article IX.

In the event that a Party carries out a maneuver in space that another Party considers to be dangerous, the Parties shall consult one another under the provisions established under Article XVIII.

Article VII [Simulated Attacks]

Each Party undertakes not to simulate attacks in space by means of missiles, kinetic kill devices, directed energy devices, lasers, or any other device that could serve as an anti-satellite weapon or a space weapon.

In the event that a Party carries out an activity that another Party considers to be a simulated attack in space, the Parties shall consult one another under the provisions established under Article XVIII.

Article VIII [Lasers and Directed Energy Devices]

Each Party undertakes not to use a laser or any other directed energy device in space to disrupt, degrade, impair or destroy a satellite in space or an object on Earth.

The use of a laser or any other directed energy device in space for purposes other than to disrupt, degrade, impair or destroy a satellite in space or an object on Earth is not prohibited under this Agreement.

If a Party is concerned that another Party is using a laser or any other directed energy device in a manner prohibited under this Agreement, the concerned Party shall establish communications in accordance with Article IX to seek clarification of such use in accordance with Article XVIII.

Article IX [Communication]

To promote the objectives and implementation of the provisions of this Agreement, the Parties shall resolve to establish a mandatory system of communication of information within forty-five days after this Agreement has entered into force.

Article X [Notification]

To promote the objectives and proper implementation of the provisions of this Agreement, the Parties shall resolve to provide notice of launches into outer space to the other Party or Parties in accordance with the system of communication of information established under Article IX.

The Parties shall agree to notify each other no later than 100 hours after the launch of all satellites from their territory, and the launch from foreign territory of all satellites owned or controlled by nationals or entities resident in their territory.

Article XI [Registration]

Each state shall maintain a register in which the information furnished in accordance with Article X shall be recorded.

Article XII [Data Exchanges]

Each Party shall furnish to the other Party or Parties, no later than 100 hours after the launch of a satellite or satellites, a complete set of orbital elements, which include, but are not limited to, semi-major axis, eccentricity, inclination, and orientation.

Article XIII [Space Debris]

The Parties shall take all appropriate measures to mitigate space debris resulting directly or indirectly from the exploration and use of outer space.

Each Party shall furnish information in accordance with Article IX to the other Party or Parties regarding debris resulting directly or indirectly from national activities in outer space.

The Parties shall adopt and enforce all Inter-Agency Space Debris Coordination Committee guidelines to mitigate space debris.

Article XIV [Traffic Management]

Each Party resolves to adopt all International Telecommunications Union recommendations and regulations on space traffic management, including spectrum use and orbital slot allocation.

Article XV [Flight-Testing and Deployment]

Each Party undertakes not to carry out flight tests and deployment of an anti-satellite weapon or a space weapon as defined under this Agreement.

Military capabilities designed and tested for purposes not covered under this Agreement shall not be prohibited by this Agreement.

Article XVI [Monitoring]

For the purpose of providing assurance of proper implementation and compliance with the provisions of this Agreement, each Party shall use national or multinational technical means of verification at its disposal in a manner consistent with generally recognized principles of international law.

For the purpose of providing assurance of proper implementation and compliance with the provisions of this Agreement, all Parties to this Agreement shall not interfere with national or multinational technical means of verification of another Party or Parties to this Agreement operating in a manner consistent with generally recognized principles of international law.

For the purpose of providing assurance of proper implementation and compliance with the provisions of this Agreement, all Parties to this Agreement shall not conceal from national or multinational technical means of verification of another Party or Parties to this Agreement operating in a manner consistent with generally recognized principles of international law.

Article XVII [Cooperative Measures]

To ensure the viability and effectiveness of this Agreement, each Party shall agree from time to time upon additional cooperative measures to enhance reassurance of compliance of the undertakings established under this Agreement.

Article XVIII [Consultation]

To promote the objectives and proper implementation of and compliance with the provisions of this Agreement, the Parties shall resolve to establish a system of consultation for the purpose of resolving expeditiously any incident, ambiguous development, or concern which may arise pertinent to the obligations contained in this Agreement.

Regular consultative meetings shall be held on a semiannual basis. In addition, special consultative meetings shall be held within 100 hours of a request for such a meeting by one of the Parties.

Article XIX [General Obligation]

Parties to this Agreement shall bear international responsibility for national activities in outer space, whether such activities are carried on by governmental agencies or by non-governmental entities, and for assuring that national activities are carried out in

conformity with this Agreement. The activities of non-governmental entities in outer space shall require authorization and continuing supervision by the Parties to this Agreement.

Article XX [General Obligation]

To ensure the viability and effectiveness of this Agreement, each Party shall not assume any international obligations or undertakings that would conflict with its provisions.

Article XXI [Entry into Force]

This Agreement shall enter into force on the date of its signature by the Parties.

Article XXII [Withdrawal]

Each Party shall, in exercising its national sovereignty, have the right to withdraw from this Agreement if it decides that extraordinary events related to the subject matter of this Agreement have jeopardized its supreme interests. It shall give notice of its decision to the other Party or Parties one month prior to withdrawal from this Agreement. Such notice shall include a statement of the extraordinary events the notifying Party regards as having jeopardized its supreme interests.