

CENTRE FOR ALTERNATIVE DISPUTE RESOLUTION,
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RESOLUTION

6TH RGNUL NATIONAL NEGOTIATION
COMPETITION, 2026

GENERAL INFORMATION

PRELIMINARY ROUND II

6TH RGNUL NATIONAL NEGOTIATION COMPETITION, 2026

PRELIMINARY ROUND II: GENERAL INFORMATION

‘NEGOTIATION FOR ALIEN LIFE?’

BRIEF ON THE PARTIES

ASTERION

1. **Asterion Deep Space Ltd. (“Asterion”)** is a private company incorporated in the Republic of Meridian (**“Meridian”**) in 2019. It surveys near-Earth asteroids for water, carbon-bearing compounds and rare minerals, and develops the findings and materials it obtains for future use beyond Earth. It employs 412 persons, nearly one third of whom are scientists. Its founders hold 38% of its equity; the Meridian Space Growth Fund (**“the Fund”**), a public-private investment vehicle, holds 24%, and the remainder is held by institutional investors. Asterion’s Chief Executive is Ms. Tara Vyom, and its Chief Scientist is Dr. Kiran Anvesh. Vantage Orbital Credit (**“Vantage”**) is one of Asterion’s regular lenders.

MASA

2. **The Meridian Authority for Space Activities (“MASA”)** is a statutory regulator constituted under the Space Activities Act, 2022 (**“the Act”**), with 260 officers and a parliamentary grant for its funding. Under the Act, no launch may take place from Meridian, and no Meridian national may undertake any space activity anywhere, except under a licence from MASA, and subject to its continuing supervision. MASA grants and supervises space licences, and its decisions are appealable to the Space Activities Appeals Tribunal (**“the Tribunal”**). Its Director-General is Dr. Avani Sarthi. Asterion and MASA have a significant institutional interest in each other’s success. Asterion is MASA’s first licensee to undertake a mission. Asterion depends on its licence and the success of its missions for investor confidence and future financing, while the successful regulation of the mission is important to MASA’s credibility as a regulator.

BACKGROUND OF FACTS

3. In June 2024, MASA granted Asterion Licence No. ML-2024-011 for ORPHEUS-1, Asterion’s first licensed asteroid-sampling mission, authorizing it to travel to the asteroid (433) Alecto (**“Alecto”**), collect samples, and return them to Earth “for scientific and commercial analysis” [**Annexure I**]. Under the terms of that licence, Asterion was required to comply with

the planetary protection standards, and inform MASA “without delay” of any unexpected finding that may bear on safety, the environment or other space activities. The Licence does not specifically address the discovery of biological or biologically active material.

4. At the time the licence was granted, MASA assessed the mission and classified the material expected from Alecto as “unrestricted”, meaning that the existence of life was not considered credible on the information then available. MASA reached that view because the evidence then available, drawn from earlier studies of similar carbonaceous asteroids, showed such bodies to be rich in chemicals but without any trace of life, and it was reasonable to expect that Alecto was no different. No party disputes that this classification was made in good faith.
5. Subsequently, ORPHEUS-1 lifted off on 14 March 2025, and reached Alecto in December 2025, where it collected four samples weighing 482 grams in all. The capsule returned to Earth on 15 September 2026, and was recovered intact at the Kanthara Test Range in the presence of MASA observers. The mission’s third-party liability insurance of MRC 500 million (Meridian Currency) covered launch, flight, and re-entry; and it expired once the capsule was recovered and certified by the range authority.
6. Initial tests showed water and organic compounds in the samples. On 24 September 2026, however, a sealed laboratory chamber (**“Chamber C-3”**) recorded a sustained rise in temperature and a change in the chemistry of the sample. Asterion’s scientists identified a microscopic structure that did not match any known terrestrial organism. Dr. Anvesh tentatively named it *Chimaera aliena* (**“CHIMERA”**).
7. Asterion spent three days testing whether the finding resulted from contamination or an instrument error before informing MASA on 27 September 2026. MASA accepted that notice was given, but reserved its position on whether a delay of three days satisfied the requirement to report “without delay.” Asterion maintained that it was necessary to verify the finding before reporting it.
8. Moreover, further testing showed that CHIMERA produces a molecule designated ‘AX-17,’ which is a single laboratory assay, bound to a protein associated with certain aggressive cancers. The result has not been replicated, and Asterion’s own report describes it as “preliminary and inconclusive.” The report mentions that it “does not establish any therapeutic or harmful effect, but warrants further investigation.” The scientists could not determine whether CHIMERA could be considered biologically ‘living’, and whether it could reproduce outside the laboratory, or if it was capable of causing harm to other biological life.
9. On 5 October 2026, MASA acted under Section 14 and 22 of the Act and issued Order No. MASA/CO/2026/004 [**Annexure II**], directing Asterion to keep CHIMERA in secure

containment, restrict access to the laboratory, obtain approval before conducting any experiments, share its findings every seven days, and report any suspected breach within two hours. The order did not provide a date for review, and allowed MASA to direct that the sample be moved to another facility.

10. Asterion has since complied with the order in full. It also spent MRC 180 million to raise its Kanthara laboratory from Biosafety Level 3 to a standard that MASA considered “adequate.” Asterion has sought reimbursement of this expenditure. Under Section 27 of the Act **[Annexure III]**, such costs are ordinarily borne by the licensee unless MASA determines that it is equitable for some part to be borne by the State. MASA has not yet accepted or rejected Asterion’s claim.
11. The discovery soon attracted wider public and commercial interest. On 13 October 2026, Asterion announced that the culture was “being maintained in good order, and remains stable under present conditions,” and on 15 October 2026, MASA described the containment as “precautionary,” and stated that there was “no cause for public alarm”.
12. The Cancer Patients’ Forum, a Meridian-based non-profit association for creating awareness against carcinogenic substances, subsequently petitioned Parliament for the earliest lawful access to AX-17. The Nabhas Trust, another non-profit advocacy body, concerned with public access to and governance of extraterrestrial resources, argued that “what falls from the sky belongs to no one and may be sold by no one.”
13. Moreover, Lazarus Therapeutics Ltd., a pharmaceutical company incorporated in the Republic of Akasharashtra (**“Akasharashtra”**), engaged in the development and commercialization of cancer therapies, wrote to Asterion proposing a licensing partnership, which Asterion has neither accepted nor declined so far. The Fund’s board, on which the Meridian Government holds two nominee seats, asked to be “kept fully informed,” particularly in light of international reactions from rival nations such as Akasharashtra.

THE DISPUTE AND THE CALL FOR NEGOTIATION

14. As public and commercial attention surrounding CHIMERA grew, Asterion asked MASA over email correspondence on 19 October 2026 for permission to resume controlled research. In this communication, Asterion admitted that it took the risk associated with the venture, funded the mission and made the discovery, and claimed that a discovery made by accident is no less a discovery. It hence sought continued access to the sample, a clear and workable process for conducting research, and a commercial future for AX-17. Asterion also contended that it regards an open-ended restriction as “confiscation by another name.”

15. On 22 October 2025, MASA agreed to the request for resuming research in principle, but stated that the conditions governing such research would first have to be agreed between the parties. MASA mentioned in its email response that it is the Government of Meridian that authorised the mission, and answers to the world for it. It highlighted that a Government Department, in national interest, cannot be seen to hand unknown biological material to whoever happens to hold the key. MASA also emphasized that it does not object in principle to research or commercial development, but requires sufficient information and oversight to assess the risks and justify its decisions before the Parliament of Meridian.
16. Consequently, Asterion appealed the Order of 5 October 2026 to the Tribunal under Section 30 of the Act **[Annexure III]**. On 23 October 2026, on the joint request of the parties, the Tribunal stayed the hearing until 15 January 2027 and directed them to attempt a negotiated settlement in the interval, on the basis that any agreement reached between the parties will be recorded as a consent order. If no agreement is reached, the Tribunal may confirm the Order, set it aside wholly or in part, or substitute conditions of its own.
17. As of 23 October 2025, both parties have agreed that the license for ORPHEUS-1 was valid, and no party presently alleges that Asterion acted unlawfully in carrying out the mission. The disagreement regarding who may do what with the sample, on whose authority, at whose cost, and who bears the blame if that authority proves mistaken, currently persists.
18. The Order of 23 October 2025 has left the conditions for research unsettled. Asterion wishes to keep the sample in its own laboratory, under its own scientists, and to conduct its own experiments, while MASA prefers a controlled facility and has reserved the power to relocate the sample.
19. Moreover, the Order requires prior approval for every experiment but does not prescribe any time within which approval must be given or refused, and the parties have not agreed on the extent of information to be shared, the mechanism for scientific review, or when the development of AX-17 should proceed.
20. The financial consequences have added to the disagreement. Asterion has spent MRC 180 million on the laboratory, and says that the upgrade was required by MASA, so the burden should be shared by both parties. MASA, however, has stated that Asterion, as the licensee and holder of the recovered material, should bear the financial burden.
21. Independent testing is estimated to cost a further MRC 60 million, and the mission insurance no longer applies. Underwriters will not price the biological risk without an independent assessment, but the assessment cannot take place without access to the sample, and access

cannot be granted without insurance cover. Vantage, as a regular lender to Asterion, also has an interest in how this circle is broken.

22. Despite the uncertainty of litigation, negotiations between the parties have not made progress to date. Each side has proposed terms that the other treats as “surrender,” and each has proposed reviewing the arrangement “as knowledge develops,” only to find that the other side reads “knowledge” as its own. Any future arrangement must also provide for periodic review as scientific knowledge develops.
23. The present round of negotiation is convened by Asterion on 25 October 2026. Asterion is represented by its Chief Executive, Ms. Tara Vyom, assisted by counsel Mr. Sudhir Anveshi, and MASA is represented by its Director-General, Dr. Avani Sarthi, assisted by counsel Ms. Niyati Vidhan.

ANNEXURE I

EXTRACT FROM LICENCE NO. ML-2024-011

Licensee: Asterion Deep Space Ltd.

Mission: ORPHEUS-1

Destination: Asteroid Alecto

Date of Issue: June 2024

The Meridian Authority for Space Activities (“MASA”), pursuant to the Meridian Space Activities Act, 2022, hereby grants **Asterion Deep Space Ltd. (“the Licensee”)** a licence to undertake the ORPHEUS-1 mission, subject to the following conditions:

Condition 2 - Scope

The Licensee is authorised to travel to the asteroid designated Alecto, collect samples, and return them to Earth for scientific and commercial analysis.

Condition 6 - Planetary Protection

The Licensee shall comply with the Meridian Planetary Protection Guidelines (Edition 3) at all times, including during sample return and handling.

Condition 9 - Notification

The Licensee shall notify the Authority without delay of any unexpected finding that may bear on safety, the environment, or other space activities.

Condition 11 - Supervision

The Licence is granted subject to the Authority's continuing supervision. The Authority may impose reasonable conditions on the handling of returned material.

Condition 14 - Insurance

The Licensee shall maintain third-party liability insurance of not less than MRC 500 million for the duration of the mission, which ends upon recovery and certification of the returned capsule by the range authority.

Condition 18 - Costs

Costs of compliance with the Licence and with the Act shall be borne by the Licensee, except as the Authority may otherwise determine.

Note: The Licence does not specifically address the discovery of biological or biologically active material.

ANNEXURE II

CONTAINMENT ORDER

MERIDIAN AUTHORITY FOR SPACE ACTIVITIES

Order No. MASA/CO/2026/004

Date: 5 October 2026

To: Asterion Deep Space Ltd.

Re: Material returned under Licence No. ML-2024-011 (ORPHEUS-1)

1. **BASIS** – This Order is issued under Sections 14 and 22 of the Meridian Space Activities Act, 2022 (“the Act”), following notification by the Licensee on 27 September 2026 of an anomalous reaction in Chamber C-3.
2. **DEFINITIONS** – “The Material” means all contents of Chamber C-3 and any derivative, culture, extract or by-product, including any material informally designated “CHIMERA” or “AX-17.”
3. **DIRECTIONS** – With immediate effect, the Licensee shall:
 - a) hold the Material in a secure facility meeting a containment standard acceptable to the Authority;
 - b) restrict laboratory access to personnel approved in writing by the Authority;
 - c) conduct no experiment involving the Material without the Authority’s prior written approval;
 - d) furnish all scientific findings relating to the Material to the Authority at intervals of not more than seven (7) days; and
 - e) notify the Authority immediately, and in any event within two (2) hours, of any suspected breach of containment.
 - f) transfer the Material to such other facility as the Authority may direct by written notice.
4. **DURATION** – This Order remains in force until varied or revoked by the Authority.
5. **OWNERSHIP** - Nothing in this Order transfers, or shall be construed as transferring, title to the Material.
6. **NON-COMPLIANCE** – Failure to comply may result in suspension of the Licence and other measures under the Act.

(Signed) Dr. Avani Sarthi, Director-General, MASA

ANNEXURE III

EXTRACTS FROM THE MERIDIAN SPACE ACTIVITIES ACT, 2022

Section 14 (Continuing Supervision)

The Authority shall supervise authorised space activities on a continuing basis and may, for that purpose, impose reasonable conditions on the containment, testing, reporting, access and handling of material returned from a licensed space mission where its handling may affect the safety of persons, the environment or other space activities.

Section 16 (Proportionality)

Conditions imposed under this Act shall be no more restrictive than is reasonably necessary to achieve their purpose.

Section 22 (Emergency Directions)

Where the Authority considers, on reasonable grounds, that there is a risk of harmful contamination, it may issue such directions as it considers necessary, with immediate effect, and shall review any such direction within a reasonable time.

Section 27 (Costs)

The costs of any containment, testing or monitoring required under this Act shall be borne by the licensee, unless the Authority determines that, having regard to all the circumstances, it is equitable that some part be borne by the State.

Section 30 (Appeals)

A licensee aggrieved by a decision or direction of the Authority may appeal to the Space Activities Appeals Tribunal. The Tribunal may confirm the decision or direction, set it aside in whole or in part, or substitute such conditions as it considers appropriate.

Section 31 (No Vesting)

Nothing in this Act vests in the State title to material lawfully recovered by a licensee.