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THE CASE THAT STARTED AT THE BOTTOM OF THE OCEAN



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BLUE OCEAN SERVICES PLC v. NAUTILUS ENGINEERING LTD

A USD 25 million advance. A replacement vehicle. A disputed data model.

Fictional dispute in the official 34th Willem C. Vis Moot problem.

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WHO ARE THE PARTIES?

CLAIMANT | BLUE OCEAN SERVICES PLC

A provider of offshore exploration services expanding into deep-sea mining.

RESPONDENT | NAUTILUS ENGINEERING LTD

An engineering company developing seabed collector vehicles, including Nautilus II and Nautilus III.

THE COMMERCIAL OBJECTIVE

A collector capable of harvesting polymetallic nodules while reducing sediment plume dispersion.

Notice of Arbitration, statement of facts, paras 1–5 (official problem pp 4–5).

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2021: THE ORIGINAL BARGAIN

4 FEBRUARY 2021

Blue Ocean agrees to purchase a Nautilus II for USD 75 million.

USD 25 MILLION ADVANCE

One third of the price is paid in advance to prefinance work.

THE LATER DISPUTE

The parties give competing accounts of the use of the advance and the project delays.

Claimant Exhibit C 2; Notice paras 6–8; Respondent Exhibit R 1.

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2024: SETTLEMENT AND REPLACEMENT

26 FEBRUARY 2024

The parties conclude a Settlement and Sales Agreement.

NAUTILUS III | USD 100 MILLION

The original advance is credited. Blue Ocean agrees to waive accrued claims under the earlier sales agreement.

DATA AND MODEL

Nautilus undertakes to provide data and a model needed to program the steering software.

Claimant Exhibit C 4; Notice para 11. The legal character of the data obligation is disputed.

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2025: THE SEA TRIAL

2 MAY 2025

Nautilus III is delivered to Blue Ocean.

7 JUNE TO 8 JULY 2025

A sea trial tests the vehicle and its environmental performance.

THE 15% EXPECTATION

The additional reduction in plume dispersion depended on optimised programming and sufficient seabed data. The trial fell short of that expectation.

Notice paras 7, 12–13; Claimant Exhibit C 1. Do not read the 15% as unconditional.

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THE INACCURATE DATA QUESTION

WHAT THE RECORD REPORTS

The steering software used a model fed inaccurate data about sediment composition and currents.

BLUE OCEAN’S POSITION

The data defects affected Nautilus III’s agreed functionality and engage Article 35 CISG.

NAUTILUS’S POSITION

Data and model obligations arose under a separate arrangement and did not render the collector non-conforming.

Notice paras 12, 16, 24; Answer paras 20–25. Competing legal characterisations.

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THE INTELLECTUAL PROPERTY ALLEGATION

THE ALLEGATION

Questions arose about possible unauthorised access to Benthic Data’s database and the provenance of code and model data.

WHAT IS NOT ESTABLISHED

The allegations and reported rumours do not amount to a tribunal finding that Benthic Data’s rights were infringed.

THE LEGAL ISSUE

If the CISG applies to the model, does Article 42 impose liability for the asserted third-party IP rights or claims?

Claimant Exhibit C 1; Notice paras 14, 23–25; Answer paras 21, 26.

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ARTICLES 35, 41 AND 42 CISG

ARTICLE 35 | CONFORMITY

Does the collector meet the agreed qualities and purposes when its steering software uses inaccurate data?

ARTICLE 41 | THIRD-PARTY RIGHTS

General obligation concerning third-party rights or claims, expressly excluding those based on intellectual property.

ARTICLE 42 | INTELLECTUAL PROPERTY

Specific rules for third-party IP rights or claims, subject to the Convention’s knowledge and territorial requirements.

CISG Articles 35, 41 and 42; Notice paras 24–25. Article 42 is the identified moot issue.

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THE JURISDICTION DISPUTE

BLUE OCEAN

Maintains that the original ICDR arbitration clause continues to govern the dispute.

NAUTILUS

Contests jurisdiction, relying on the later settlement arrangement and its distinct dispute-resolution terms.

THE TRIBUNAL MUST ADDRESS

Whether it has jurisdiction over the claims in light of the relevant contractual arrangements.

Notice paras 20–22; Answer and settlement documents; Procedural Order No. 1, para III.1(b).

WHAT THE TRIBUNAL IS ASKED TO DECIDE NOW

A | PROCEDURAL ORDER NO. 1

Should leave for early disposition be granted under Article 23 ICDR Rules?

B | PROCEDURAL ORDER NO. 1

Should the case be dismissed for lack of jurisdiction?

C | PROCEDURAL ORDER NO. 1

Do separate data and model obligations prevent a finding of non-conformity of Nautilus III?

D | PROCEDURAL ORDER NO. 1

If the CISG applies to the model, is Nautilus not liable under Article 42 for the asserted IP infringement?

Procedural Order No. 1, 2 October 2026, para III.1(a)–(d).

THE BOUNDARIES OF THE MOOT

FOUR QUESTIONS, NOT A FINAL AWARD

The current stage concerns early disposition, jurisdiction, conformity and Article 42 liability.

REMEDIES ARE OUTSIDE THIS STAGE

Procedural Order No. 1 expressly excludes further merits questions, particularly remedies.

READ THE PRIMARY SOURCE

The official problem contains the Notice, Answer, exhibits and Procedural Order No. 1.

Source: vismoot.org, official 34th Vis Moot Problem (2 October 2026).