

Arms control v3

Notes

Thanks everyone for input. I am leaning towards defending a dual verb requirement as my preferred resolution.

So, that would mean:

The United States federal government should negotiate and [implement, ratify, comply with, etc.] binding international nuclear arms control.

Or,

The United States federal government should negotiate and [implement, ratify, comply with, etc.] one or more binding international nuclear arms control agreements.

The benefit: I believe that the dual verb (negotiate +___) is necessary to avoid arguments by both sides that the affirmative is limited to the crafting of an agreement, but not implementation of the agreement.

The costs:

(1) It potentially limits out affirmatives that just want to implement an existing agreement that does not require new negotiations. The most obvious example is CTBT, but there might be others. That said, an affirmative team could choose to negotiate CTBT, but I'm not sure if there are advocates for new negotiations.

(2) It opens the aff up to PICs. I think the most likely version of this PIC is to exclude the negotiations, and just defend signing an agreement.

(3) It might make the resolution less attractive?

I'd like to walk you through my thought process and justification: partially checking my work and partially to make the case that this shouldn't nuke the paper.

Q1: Has multi-verb been tested before? Yes. The two closest examples at the high school level are:

1971: Resolved: That the federal government should establish, finance, and administer programs to control air and/or water pollution in the United States.

80-81: Resolved: That the federal government should initiate and enforce safety guarantees on consumer goods

The NDT-CEDA treaties topic also included a two-action requirement, pretty similar to the one I'm advocating here:

Resolved: that the United States Federal Government should ratify or accede to, and implement, one or more of the following: The Comprehensive Nuclear Test Ban Treaty; The Kyoto Protocol; The Rome Statute of the International Criminal Court; The Second Optional Protocol to the International Covenant on Civil and Political Rights aiming at the Abolition of the Death Penalty; The Treaty between the United States of America and the Russian Federation on Strategic Offensive Reductions, if not ratified by the United States.

There are a lot of other college examples, where two verbs are listed in floor/ceiling. This feels relevant, but not perfectly germane since these could be defended as one action that met both verbs/adverbs. Here are those examples:

Resolved: "That the United States Federal Government should amend Title VII of the Civil Rights Act of 1964, through legislation, to create additional protections against racial and/or gender discrimination.

Resolved: The United States Federal Government should reduce its alliance commitments with Japan, the Republic of Korea, North Atlantic Organization member states, and/or the Republic of the Philippines, by at least substantially limiting the conditions under which its defense pact can be activated.

Resolved: The United States Federal Government should establish a domestic climate policy, including at least substantially increasing restrictions on private sector emissions of greenhouse gases in the United States.

Resolved: that the United States Federal Government should substantially reduce its agricultural support, at least eliminating nearly all of the domestic subsidies, for biofuels, Concentrated Animal Feeding Operations, corn, cotton, dairy, fisheries, rice, soybeans, sugar and/or wheat.

Q2: Can the affirmative beat the negotiations PIC? Certainly. Dean 15 under "**negotiations key**" is very good. It might mean smart affirmative teams won't choose a treaty that can implemented sans negotiations, but I think this is a feature.

The PIC the other way (negotiate but don't implement) feels insolvent. I'm less worried about that PIC.

Q3: If multi-verb, then what should accompany "negotiate"? I think there are four reasonably good options: implement, ratify (thanks Sara!), comply with, and execute. For both "implement" and "ratify," there are strong definitions and solvency evidence that contextually use the phrase. "Comply with" and "execute" have a lot of contextual uses, but far less in the way of definitions.

The argument for "**implement**" is that it is less susceptible to process-based counterplans about treaty ratification, while still allowing the affirmative to ratify if they want to defend that process. I did not debate on the college treaties topic, but I saw KU's files when I joined the team, and there were a lot of "alts to ratification" counterplans that might make a lazy 2n able to avoid any debates about arms control. My guess is that the college treaties topic read "should ratify or accede to, and implement, one or more of the following" to avoid this problem.

The argument for "**ratify**" is that it ensures the affirmative is a treaty. "Legally binding" might already do that, but I'm not positive.

I lean "implement" partially because the 2-verb requirement might already be somewhat difficult on the affirmative. Definitely open to thoughts on this, though.

Let me know if this thinking tracks, or if you have any questions/suggestions.

Cards defending implement version

Negotiate and implement---Solvency

Solvency ev, referencing the TPNW

UN General Assembly 25, General and complete disarmament: towards a nuclearweapon-free world: accelerating the implementation of

nuclear disarmament commitments, <https://docs.un.org/en/A/C.1/80/L.55>

29. Calls upon Member States to continue to support efforts to identify, elaborate, negotiate and implement further effective legally binding measures for nuclear disarmament, inter alia, the Treaty on the Prohibition of Nuclear Weapons, 15 and welcomes the outcomes of the Meetings of States Parties to the Treaty, including the action plan of 2022, its political declaration and decisions; 16

Defense of "negotiate and implement"

Timie 20, forty-year veteran of the Department of State and a key player in the formation or implementation of virtually every important arms control and nonproliferation effort that occurred during his tenure. (James, "A Way Forward," AMACAD, <https://www.amacad.org/publication/daedalus/way-forward>)

Prospects for negotiations. Notwithstanding the renewed strategic competition, election interference, hostilities in Ukraine, and sanctions, the United States and Russia would both benefit from an agreement that provided a measure of predictability and stability, rather than the costs and risks of unregulated arms competition. Since the conclusion of New START, Russia has taken the position that further agreements must address third-country forces, missile defense, space, and precision conventional systems. The United States has called for further reductions in strategic nuclear forces and constraints on nonstrategic nuclear forces. The measures outlined here would address all of these. This combination of measures could be a plausible basis for an initial agreement that would begin to address concerns of both sides and reduce the risk of unintended conflict.

Up to now, China has not been open to negotiations on most of these subjects. The suggestion here is for the United States and Russia, at a certain point in their negotiations, to approach China in specific areas in which U.S.-Russian agreement depends on Chinese participation in some way. This would be a new question for China and could lead to further consideration and a constructive response.

Negotiation and implementation of an agreement along the lines outlined here would require an intense effort by the governments of the United States and Russia. National teams can be established in each country to negotiate and implement commitments, provide and receive information, host and conduct visits, and discuss and resolve implementation questions. The national teams of the United States and Russia would be able to communicate 24/7, forming a mechanism for exchanging routine information on a day-to-day basis and for rapid communication in the event of problems, incidents, or ambiguous situations. China and other countries could be connected to this network as well.

China ballistic missile agreement [this is likely extra-t because of conventional BMs]

Moniz and **Nunn 21**, 13th U.S. Secretary of Energy and Founding Chair of the Nuclear Threat Initiative, et al (Ernest J. Moniz and Sam Nunn, June 10, 2021, "U.S. Nuclear Policies for a Safer World," Nuclear Threat Initiative, <https://www.nti.org/analysis/articles/us-nuclear-policies-safer-world/>)

Measures to Avoid and Manage Crises

While there is little experience of U.S.-China engagement on strategic stability and arms control issues, there is a modest track record of bilateral efforts to avoid and manage potential crises, including the Military Maritime Consultative Agreement⁶⁰ and the “Non-Targeting Agreement” from 1998;⁶¹ there are also two non-binding memorandums of understanding (MOUs) from 2014 that commit the two sides to notify each other of major military activities and to follow an agreed code of conduct for encounters at sea. While it is unclear how effective or how frequently used these agreements are, they can nevertheless provide a foundation for more effective bilateral measures the two sides could pursue. These measures could include the following:

Negotiate and implement an agreement for advance notification of ballistic missile launches. Such an agreement could be modeled on the 1988 U.S.-Soviet Ballistic Missile Launch Notification Agreement, which committed each country to provide the other with at least 24 hours’ notice regarding the planned date, launch area, and area of impact for any launch of a strategic ballistic missile, including ICBMs or SLBMs. Particularly at a moment when both the United States and China are in the process of modernizing their nuclear delivery systems, such an agreement could help mitigate the risk of misperception and inadvertent escalation. Notably, a missile launch notification agreement between China and Russia has been in effect since 2010, although its requirements and provisions reportedly are less comprehensive than the U.S.-Soviet/ Russian agreement. Nevertheless, both the U.S.-Russian and Russian-Chinese agreements could provide useful starting points for discussions between Washington and Beijing on a comparable arrangement.

Negotiate and implement---Def'ns

Negotiation is the talks at the outset, those precede implementation

Hakapaa 2013 - Professor of Public International Law, University of Lapland, Finland, former Chair in Finnish Studies

Kari Hakapää May 2013 "Negotiation" Max Planck Encyclopedia of International Law, Oxford Public International Law <https://opil.ouplaw.com/display/10.1093/law:epil/9780199231690/law-9780199231690-e67///IB>

1 Negotiation means discussions at different levels of authority with a view to achieving common understanding or agreement. In international relations, there are three basic modes of negotiation to be distinguished: a) generally, negotiations to discuss issues of mutual interest, b) negotiation as a means for the **codification and progressive development of international law**, and c) negotiation as a means for the settlement of disputes. In the first category, States may discuss relevant aspects of their relations whether of a bilateral, regional, or global nature. Such modes of negotiation may be best addressed in their respective substantive or institutional context (for instance, negotiations within the European Union system (European Union, Historical Evolution)). In the second category, negotiation may, for instance, result in the conclusion of a new treaty or convention as between the parties involved. In the third category, negotiation may provide a solution to a dispute or it may appear as a precondition for the judicial settlement of international disputes. States may also have consultation[s], for instance, to establish contact for information sharing or to carry discussions of a preliminary or preparatory nature. In practice, consultations often come close to negotiations.

2 '[A] general, non-exhaustive frame of reference for negotiations' is offered by the UN General Assembly in its Resolution 53/101 of 8 December 1998 on Principles and Guidelines for International Negotiations (Preamble para. 10). In the resolution, the General Assembly bears in mind 'the important role that constructive and effective negotiations can play in attaining the purposes of the [UN] Charter by contributing to the management of international relations, the peaceful settlement of disputes and the creation of new international norms of conduct of States' (Preamble para. 8). The resolution, inter alia, underlines that negotiations 'should be conducted in good faith' (para. 2 (a)) as well as that 'States should endeavour to maintain a constructive atmosphere during negotiations and to refrain from any conduct which might undermine the negotiations and their progress' (para. 2 (e)).

3 Negotiation is a primary means for international cooperation (Co-operation, International Law of). In present day circumstances, negotiations may be conducted in numerous ways: by meeting of parties, by correspondence, by phone, by video conference, or by e-mail. At all levels, negotiation means human contact to settle issues of common interest. Mere negotiation may not bind parties to any particular result but may produce results the parties are willing to implement with binding legal effect. Through a treaty obligation, parties may be committed to enter negotiations before resorting to other means of settlement. In the absence of an agreement on other means of settlement, negotiation may be seen as the minimum requirement for peaceful settlement of international disputes.

Negotiation is prior, then "implementation"

Spector and Zartman 12 - Zartman is founding Chair of the International Institute for Peace and Security and one of the most cited scholars in negotiation theory

Bertram I. Spector and I. William Zartman, 2012, "The Process and Practice of Negotiation," Chapter 6, Springer, PMC7122328, <https://pmc.ncbi.nlm.nih.gov/articles/PMC7122328/////IB>

Negotiation can be defined as a process of exchange between two or more interested parties for the purpose of reaching agreement on issues of mutual concern. Zartman and Berman (1982) distinguish three main phases leading to agreement: **the diagnostic phase**, during which the issues are identified, stakeholders engaged and information is prepared, **the formula phase**, establishing a shared framework for agreement, and **the detailed phase of negotiation and exchange**. **Negotiation is also crucial to the effective implementation of any international agreement**, requiring ongoing monitoring and possibly arbitration of disputes by an international body.

Implement---Def'n's

"Implement" means concrete measures to fulfill the agreement.

Court of Appeals of Texas, **Eighth District**, El Paso, **2020**, "El Paso Cty. v. El Paso Cty. Emergency Servs. Dist. No. 1," Lexis

A unit of government may assert constitutional violations outside of the bill of rights where it is charged with implementing a statute that it believes violates the Texas or United States Constitution. **Implement** is **defined as carry out, accomplish; especially: to give practical effect to and ensure** of actual fulfillment by **concrete measures**. Subchapter K, generally, and Tex. Health & Safety Code Ann. § 775.305, specifically, each prescribe the oversight that the commissioners court may choose to exercise over districts to which the subchapter applies, and specifically charges the commissioners courts to undertake certain acts regarding that oversight. More like this Headnote

This is the ordinary meaning.

United States **District Court for the District of Columbia 22** ("Ctr. for Biological Diversity v. Raimond," Lexis)

Defendants' other counterarguments also run aground. In particular, NMFS protests that "[i]t would be nonsensical for Congress to have created" an obligation to act within six months when that action has "nebulous ending points" since it is measured from the time it is "implemented," which the MMPA leaves undefined. See Fed. Dfts. Cross-MSJ at 33-34. The Court, however, agrees with Plaintiffs that Congress's failure to define implementation is no bar here. See Pls. Reply/Opp. at 33. HN30 "When a term goes undefined in a statute, [courts] give the term its **ordinary meaning**." Taniguchi v. Kan Pac. Saipan, 566 U.S. 560, 566, 132 S. Ct. 1997, 182 L. Ed. 2d 903 (2012). **"Implement" is defined as "to put into practical effect; to carry out."** AMERICAN HERITAGE DICTIONARY (3rd ed. 1992). There is clearly some date by which NMFS considers a Plan or Plan amendment to have been put into effect, as the agency has stated in rules that it issued, for instance, that a "rule will reduce within 6 months of its implementation the bycatch of harbor porpoise to below their PBR level." 63 Fed. Reg. 66,464, 66,470 (Dec. 2, 1998).

In the context of international commitments, "implement" puts the negotiation into effect with domestic policies/laws.

Inga **Banshchikova**, MPP, **21**, "International environmental treaty-making. The future of the UN BBNJ Treaty," Proquest Theses

Compliance is defined as a state of conformity or identity between an actor's behavior and a specified rule. In the context of international law, compliance is typically best identified as conformity between a state's behavior and a treaty's explicit rules (Jacobson and Weiss, 1998). Enforcement is defined as formal procedures and actions by which compliance is compelled or noncompliance deterred (Raustiala, 2001). **Implementation is defined as the process of putting international commitments into practice: the passage of domestic legislation, the promulgation of**

regulations, the creation of institutions (both domestic and international), and enforcement of rules (Victor, Raustiala, and Skolnikoff, 1998). Effectiveness is defined as the extent to which an MEA causes changes in behavior that further the aims of the MEA.

Implementation is what gives effect.

Durkee 13, Associate-in-Law, Columbia Law School; Assistant Professor of Law, University of Washington (effective September 2013), "Persuasion Treaties," Virginia Law Review

137 Whether a treaty is classified as a persuasion treaty does not depend upon whether it is self-executing or non-self-executing. In the United States, persuasion treaties may be either self-executing or non-self-executing, depending upon whether existing U.S. legislation is sufficient to carry out treaty obligations. See *Medellin v. Texas*, 552 U.S. 491, 491, 505 n.2 (2008). "Self-executing" treaties have "automatic domestic effect as federal law upon ratification," whereas "non-self-executing" treaties do not automatically create federal law that is enforceable domestically. *Id.* In the United States, a non-self-executing treaty has domestic effect only after Congress passes implementing legislation. See *id.*; see also *Foster v. Neilson*, 27 U.S. (2 Pet.) 253, 314 (1829) (articulating the treaty execution rule: when the United States agrees in a treaty "to perform a particular act . . . the legislature must execute the contract before it can become a rule for the court"). It is the implementing legislation, rather than the agreement itself, that is given effect as law in the United States. See *Medellin*, 552 U.S. at 505.

When academics measure "implementation" they measure domestic laws that enforce the treaty requirement.

Hess and **Marcus 19**, "UN Security Council Resolution 1540 and the importance of regional coordinators," The Nonproliferation Review, T and F

24 This is based on a computation of average obligations implemented, as reported in the 2015 matrices, between states that belong to a regional organization with a 1540 coordinator and states that do not belong to such an organization. A two-tailed t-test indicates that this relationship is statistically significant at the $p < .1$ level. When analyzed via a Poisson regression model, the relationship is both positive and statistically significant at the $p < .01$ level. This relationship also holds when controlling for gross domestic product per capita. For the purposes of this analysis—and for the 1540 Committee—implementation is defined as having national legislation and enforcement provisions in place that cover the obligations laid out in the resolution, as elaborated by the 1540 Committee and currently evaluated in the form of a matrix. These official country matrices detail each member state's implementation of the obligations and associated actions considered necessary to implement the textual obligations of UNSCR 1540, along with the recommended—but not required—actions outlined in the resolution.

All of the laws and policies that are necessary to achieve compliance

UNEP 6, Manual on Compliance with and Enforcement of Multilateral Environmental Agreements,

https://www.pic.int/Portals/5/customs/Minisite/doc/UNEP_Manual%20Compliance%20with%20a%20Enforcement%20of%20MEAs.pdf

- “Compliance” means the fulfilment by the contracting parties of their obligations under a multilateral environmental agreement and any amendments to the multilateral environmental agreement;
- “Implementation” refers to, inter alia, all relevant laws, regulations, policies, and other measures and initiatives, that contracting parties adopt and/or take to meet their obligations under a multilateral environmental agreement and its amendments if any.

The brief introductory section to the Compliance Chapter notes the flexible nature of the Guidelines and their intended purpose of assisting Governments and others in improving compliance with all MEAs, as discussed in more detail in the introductory section of this Manual. Paragraph 9 also provides two working definitions: the terms “compliance” is defined to mean the fulfillment by a Party (usually a State) of their obligations under an MEA, and the term “implementation” is defined to mean all laws, regulations, etc. that a Party adopts to achieve compliance under an MEA. The Guidelines also note that a different definition of the term “compliance” is provided under the Enforcement Chapter of the Guidelines, since the use of this term can differ, depending on the context.

Implement---Def'n---Must be New

"Implement" must be new

Common Pleas Court of Lehigh County, Pennsylvania, Civil Division, **2005**, "Pa. Waste Indus. Ass'n v. County of Lehigh," Lexis

27 Pa. C.S. § 6203(c) (Adopted June 29, 2002 to be effective in sixty days). We agree with Plaintiffs that such language is preemptive. That, however, does not end our inquiry. We must examine when such preemption becomes effective. The County argues that the legislature's use of the word "implement" carries with it a meaning of initial or new legislation; that counties are prohibited from establishing new municipal waste or residual waste transportation or licensing programs after August 29, 2002, but that existing programs are not preempted.

The Pennsylvania Legislature [*17] did not define "implement" in Act 90. Statutory construction requires that words are interpreted "according to their common and approved usage." 1 Pa. C.S. § 1903(a). "Implement" is defined as: "1. To fulfil or satisfy the conditions of; to accomplish. 2. To fulfil or perform; to carry into effect or execution; as to implement a bargain or contract. 3. To provide or equip with implements." Webster's New Twentieth Century Dictionary 866 (1957).

Judicial construction of the word "implement" tells us that the word includes an element of newness. Lebanon Farms Disposal, Inc. v. County of Lebanon and the Greater Lebanon Refuse Auth., CV-03-0682, Memorandum Opinion, (M.D. Pa. July 9, 2004). The court in Lebanon found that something is "implemented" only at the time it is initially given practical effect or commenced, such as when a plan first goes into effect. The Lebanon County ordinance was adopted over eleven years prior to the effective date of Act 90. Therefore, the court determined that under the "clear terms of this statute then, the County 'implemented' its licensing program before the effective date of the Act." Id.

Implement---Congress

"Implement" requires Congress

Stein 58, Professor of Law, University of Michigan, review of: ARMS CONTROL AND INSPECTION IN AMERICAN LAW. By Louis Henkin. With a Foreword by Philip C. Jessup. New York: Columbia University Press. 1958. Pp. x, 289. Index. \$5.50.

Chapter V deals with the type of congressional legislation which would be necessary to implement arms control, particularly the regulatory legislation and immunity statutes to offset the privilege against self-incrimination and to define privileges and immunities of the inspectors.

Cards defending ratify version

Ratify---Def'n's

Ratify is to make "legally operative"

United States **District Court for the Eastern District of Tennessee 2005**, "Sackett v. ITC Deltacom, Inc.," Lexis

Before proceeding with its analysis of the third method of imputing liability, the Court will make some general observations about the four Restatement of Agency examples. These observations may assist in a better understanding of which employees would qualify as a managerial agent. The first two examples refer to actions or conduct of the principal. In the first, the principal authorized the act, and in the second, the principal was reckless in employing the unfit wrongdoer. In the fourth example, however, the principal or managerial agent ratified or approved the act. The word "ratify" is defined as: "to approve and sanction esp. formally (as the act of an agent or servant); make (as a treaty) valid or legally operative; confirm." Webster's Third New International Dictionary of the English Language (Unabridged) 1885 (Merriam-Webster Inc. 1993). In light of this definition, the fourth Restatement of Agency example, then, implies the managerial agent has the same authority as the principal to formally or legally approve or sanction the action of a lower-level employee. This suggests the managerial agent must be at a very important level. In the typical corporate structure, members of the Board of Directors, the President or Chief Executive Officer, the Chief Operations Officer, and certain other high officials would meet this description; that is, they have the general authority to formally or legally approve actions of subordinates. Clearly not every "supervisor" (i.e., a person with immediate or successively higher authority over an employee or who exercises significant control over the employee's hiring, firing, or conditions of employment, see Browne, 286 F. Supp. 2d at 912-18), possesses the authority to formally or legally approve or sanction the actions of lower-level employees. In some respects, examples (a), (b), and (d) in the Restatement of Agency suggest persons of such authority that they are closely identified with the principal. In other words, when they speak or act with regard to a corporate matter, their words or actions are deemed by reasonable [*622] people as the words or acts of the corporation. Again, this would describe important or high-level employees.

It fits that it would follow the negotiation

Court of Appeal of California, First Appellate District, Division One, 99 ("People v. Rigo," Lexis)

Citing Webster's Encyclopedic Unabridged Dictionary, appellant argues that "approve" means "pronounce or consider agreeable or good" and does not connote that the approval must occur prior to the thing to be approved. However, the word approve in the context of this case also does not take on a meaning of subsequent approval. The syntax of "upon the approval" does not denote whether the approval may be subsequent to medicinal usage. There is a specific word for an approval that comes after an event, ratification. The word "ratify" IS DEFINED AS FOLLOWS: "To approve and sanction; to make valid; to confirm; to give sanction to. To authorize or otherwise approve, retroactively, an agreement or conduct either expressly or by implication." (Black's Law Dict. (6th ed. 1990) p. 1262, col. 1.) If ratification were intended, an appropriate word could have been used to denote that concept. Appellant's reliance on dictionary definitions does not support his construction of the statute.

Negotiate and Ratify---Solvency

The US and Russia should "negotiate and ratify" nuclear reductions

Rusten 21, "Next Steps on Strategic Stability and Arms Control With Russia," NTI,
https://media.nti.org/documents/Next_Steps_on_Strategic_Stability_and_Arms_Control_With_Russia_-_Rusten_Excerpt.pdf

Despite significant ongoing tensions, it is essential to build on the long history—dating back to the Cold War—of bilateral dialogue and agreements to reduce nuclear risks. For 50 years, the United States and Russia have judged it to be in their mutual interest to adopt legally binding verifiable treaties to limit and reduce their strategic nuclear forces. These agreements—from SALT I in 1969 to the New START Treaty today—put bounds on their competition in the most destructive nuclear forces, provide predictability, and help reduce the risk of nuclear war. These agreements have contained essential provisions for verification, including intrusive on-site inspections, to provide confidence that any militarily significant cheating would not go undetected. While some believe that the era of such legally binding arms control treaties is over, I and others believe it is still both preferable and possible to negotiate and ratify legally binding verifiable agreements to limit and reduce U.S. and Russian nuclear forces, and, eventually, forces of other nuclear powers too.

Negotiate and Ratify---Congres

Ratification requires Congress

Schepers 21, "Arms Control Without Treaties," https://css.ethz.ch/content/dam/ethz/special-interest/gess/cis/center-for-securities-studies/pdfs/PP9-3_2021-EN.pdf

There are further political and systemic factors that make it more difficult to negotiate and ratify arms control treaties. US leadership is sorely needed to initiate and see through discussions that would address a range of capabilities. However, such leadership may be in short supply as the Biden administration focuses its attention at home and on a range of other issues such as the health and climate crises. The ratification of any arms control treaty requires a two-thirds majority in the US Senate, which seems unlikely due to severe polarization along party lines. The collapse of the Intermediate-range Nuclear Forces (INF) treaty, which banned all US and Russian ground-based intermediate forces, over Russian violations also casts a shadow over any agreement negotiated with Moscow and fuels skepticism over future compliance

Congress for sure

Listner 14, attorney and the founder and principal of Space Law and Policy Solutions, a think tank and consultation firm that concentrates on legal and policy matters relating to space security and development, including issues surrounding space debris. He is also the interim president and chief executive of the International Space Safety Foundation, "Commentary | U.S. Should Take a Cold, Hard Look at Space Code of Conduct," Space News, <https://spacenews.com/40128us-should-take-a-cold-hard-look-at-space-code-of-conduct/>

Proponents of the code of conduct quickly point out that it is not legally binding under international law, which means it does not have the effect of a treaty and Congress would not be required to pass new statutes to comply with an adopted code. However, if the United States adopts the code, the executive branch has the privilege to implement domestic regulations to comply with the code, which the intelligence community and the Department of Defense would be compelled to adopt. This concern is exacerbated by the nature of the code being a transparency and confidence-building measure; traditionally those have been used as precursors to arms control measures. This raises the question as to whether the code is a veiled attempt by the arms control community to constrain the outer space capabilities of the United States by means other than a legally binding treaty, which would require the approval of the Congress to negotiate and ratify.

Non-prolif treaties in particular require Congress

Anderson 18, Scott, "Three Ways to Leave the INF Treaty," <https://www.lawfaremedia.org/article/three-ways-leave-inf-treaty>

Which exit strategy the Trump administration chooses to pursue could have substantial implications for the future of U.S. nonproliferation policy. Both termination for breach and withdrawal would have the same basic effect: the nullification of the treaty and any international legal obligations arising from it. This would eliminate the INF Treaty's restrictions, allowing the United States to develop and deploy prohibited weapons systems—as Trump has stated he intends to do. If Russia and the United States were to later decide to renew their commitment to limitations on these weapons systems, however, they would have to negotiate and ratify an entirely new treaty. For the United States, this would almost certainly require the advice and consent of two-thirds of the Senate—a potentially heavy political lift. (While certain types of international agreements may be concluded by the executive branch alone or with the approval of Congress, nonproliferation agreements generally require Senate advice and consent.)

Negotiate and Ratify---Exeuctive

Can be just the executive

LaBrie 19, JD Candidate @ U Iowa, Solzhenitsyn's Submissive Sheep of Today: The United States' Susceptibility to Dictatorial Takeover and Presidential Overreach,
<https://ilr.law.uiowa.edu/sites/ilr.law.uiowa.edu/files/2023-02/LaBrie.pdf>

Lastly, the Amendment reaffirms the exclusive power of Congress to declare war.²⁸⁸ This language seeks to limit the ability of the President to unilaterally enter into hostilities for the purposes of exercising wartime prerogatives. This does not interfere with the President's ability to exercise the other executive powers granted under Article II of the Constitution. For example, the President would still retain the ability to negotiate and ratify international treaties,²⁸⁹ but the President would be restricted from unilaterally exercising wartime prerogatives. Further, the President would still retain the power to recognize foreign nations and act pursuant to those declarations,²⁹⁰ yet the President would have to yield to Congress when declaring war against them. The unilateral wartime prerogatives impacted, then, would be those President Bush proclaimed against the ephemeral entity of terrorism.²⁹¹

Cards defending comply version

Compliance---Def'n

UNEP 6, Manual on Compliance with and Enforcement of Multilateral Environmental Agreements, https://www.pic.int/Portals/5/customs/Minisite/doc/UNEP_Manual%20Compliance%20with%20and%20Enforcement%20of%20MEAs.pdf

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AT Negotiations PIC

Negotiations Key

Negotiations good, can definitely beat the PIC

Dean 15, Paul, "The Role of Negotiation in International Arms Control Law," Arms Control Law, <https://www.armscontrol.org/act/2015-09/features/role-negotiation-international-arms-control-law>

As part of the ongoing discussion about the role of international law in the future of arms control and disarmament, this essay argues that negotiated agreements, rather than attempts to advance new rules of customary international law, offer critically important advantages in the area of disarmament.

Negotiated agreements uniquely serve the long-term interests of a stable international legal system and are the only way to address a crucial aspect of meaningful disarmament: **verification**.

Background

Before discussing the future of international law, it is important to review and draw lessons from existing international law, which addresses nuclear weapons primarily through a complicated and interlocking web of verifiable agreements encompassing nonproliferation, disarmament, and peaceful use—the three all-important pillars of the nuclear Nonproliferation Treaty (NPT). Existing international law governing the use of force would apply to any use or threat of use of nuclear weapons, as it would to any other use of force.

After a brief survey of existing law, this essay will discuss the future of international disarmament law. Some states or nongovernmental groups might wish to argue for a customary international legal rule prohibiting the possession or use of nuclear weapons and would perhaps seek to base that argument on a nuclear weapons ban treaty to which no state possessing nuclear weapons is a party. Yet, rules prohibiting nuclear weapons would be nearly **meaningless** without accompanying detailed rules addressing, for example, verifiable methods of elimination, access for inspectors to countries' most sensitive national security sites, and regular exchanges of information.

Viewed in this light, it becomes clear that the path for successful, meaningful arms control and disarmament is through **careful negotiations** involving the states that actually possess nuclear weapons. Taking that seriously may mean the process of international law formation in this area is slower than some might prefer, but it is the **key** to a durable and effective international legal system that has meaningful normative legal force.

negotiations key

Dean 15, Paul, "The Role of Negotiation in International Arms Control Law," Arms Control Law, <https://www.armscontrol.org/act/2015-09/features/role-negotiation-international-arms-control-law>

The Advantages of Negotiation

A sign in Geneva in April 2013 calls for a ban on nuclear weapons. (© International Campaign to Abolish Nuclear Weapons. All rights reserved.) A sign in Geneva in April 2013 calls for a ban on nuclear weapons. (© International Campaign to Abolish Nuclear Weapons. All rights reserved.) The second half of this essay outlines the advantages inherent to future negotiated international agreements to which states possessing nuclear weapons are parties—advantages that do not apply to an advisory opinion from the ICJ or attempts to advance a new rule of customary international law. This point is reinforced by the survey of existing law noted above, which provides examples of effective international legal obligations in the area of nonproliferation and disarmament that have taken the form of negotiated and verifiable agreements.

The process of negotiation is perhaps an underappreciated aspect of promoting adherence to and respect for international law. The act of negotiating lends durability and effectiveness to international law in a few important ways.

First, negotiation takes time, and time allows for thorough consideration. This may sound like a drawback to those looking for quick answers, but a state can use the period of negotiations to thoroughly calibrate its domestic laws and policies to the international obligations being negotiated before undertaking them. In the United States, there is a process in which the Department of State reviews every proposed international agreement before negotiations commence, during the course of the talks, and prior to conclusion of the agreement. This process includes a thorough legal review to ensure that the United States is in a position to implement the obligations that would be reflected in the final agreement.

The United States takes extremely seriously the rules reflected in the Vienna Convention on the Law of Treaties, which make it clear that unless otherwise agreed, a state may not invoke its domestic law as a justification for failure to perform its international treaty obligations. The U.S. government's detailed internal legal review of all proposed agreements provides confidence that the United States will be able to implement any legal obligations it assumes. The United States does this for every one of the 200 to 300 international agreements into which it enters every year. It does so because it takes international law seriously and is committed to ensuring that it signs up only to obligations that it is in a position to implement fully.

This exacting approach to international law formation makes it more likely that a state will implement its obligations over the long run. The process of negotiation gives states the opportunity to take this approach.

Second, negotiation lends durability and effectiveness to international law because, in the process of striking a hard-fought and carefully negotiated bargain, states are often forced to compromise. Compromises in a negotiated deal mean that each side has gotten something it wants by agreeing to something the other side wanted. In many ways, the mutually reinforcing, reciprocal nature of a negotiated solution is a key enforcement mechanism of international law.

These two points are especially salient in the area of disarmament. States undertaking arms control and disarmament obligations use the negotiating process to ensure they are ready to comply with their obligations once undertaken, and the trade-offs reflected in the final deal lend strength and effectiveness to the treaty itself. Other approaches to disarmament, such as efforts to advance new rules of customary international law, would not enjoy the advantages inherent in a

negotiated outcome. Similarly, a hypothetical nuclear-weapon-ban treaty would enjoy these benefits only if the states possessing nuclear weapons participated in its negotiation.

The second advantage to negotiation turns not on the implications of the negotiating process, but rather on the substantive nature of arms control and disarmament. A negotiated agreement is the tool that will allow states to address verification, an unglamorous but nevertheless essential element of disarmament.

States are more likely to uphold their disarmament obligations if they have confidence the other parties to the agreement will uphold theirs as well. This confidence can be achieved through the negotiation of verification measures, which are invariably technical and complicated.

The New Strategic Arms Reduction Treaty (New START) is an example. In one simple paragraph, totaling about 10 lines of text, the United States and Russia undertook to further reduce and limit their deployed strategic delivery vehicles and nuclear warheads. Yet, the treaty is 356 pages long.

The treaty's length is one illustration of the way in which effective disarmament is about much more than an obligation to get rid of nuclear weapons. It is about establishing a stable and predictable relationship through data exchanges and other notifications. It is about mutually agreed rules that govern precisely how states are to eliminate their arsenals. Most of all, it is about ensuring the right to conduct intrusive on-site inspections to verify compliance with a treaty.

One example from New START illustrates how such a treaty is implemented in practice. The United States periodically provides Russia with data on U.S. strategic offensive arms covered by the treaty. Under the treaty, however, Russia is not expected to take the United States at its word. The treaty allows Russia to send inspectors to U.S. military bases and ensure that the data provided by the United States are accurate. Each side's inspectors have access to some of the most sensitive national security sites in the other country.

There are countless rules negotiated by the two sides that strike a delicate balance between protecting their own security and giving the other side confidence that the treaty's central obligations are being fulfilled. There are rules for how often inspections can take place, where inspectors can enter the country, and what routine activities must cease at a site after it has been designated for inspection. Once inspectors arrive at a site, there are rules that specify the parts of the site to which they have access, the equipment they can use to take measurements, the amount of time they can take to view particular items, and the angles from which they can view these items.

As with any treaty, technical issues invariably arise through the life of its implementation. New START provides a forum to discuss these types of issues twice a year through the treaty's Bilateral Consultative Commission.

The hundreds of pages of detailed, painstakingly negotiated rules are not somehow incidental to effective disarmament; they are at the heart of effective disarmament. Yet, one does not hear those who advocate for a new rule under customary international law prohibiting nuclear weapons also advocating for a new rule under such law on the duration of an inspection, the angle of view for inspectors observing a weapons system, or the use of radiation detection equipment. Just hearing that sounds preposterous, but those provisions are key features of the inspection regime that makes New START an effective step in the ongoing process of disarmament. Such provisions often

are difficult to negotiate, but are included because of their importance to the agreement. In the case of New START, the United States and Russia recognized that, without detailed provisions addressing verification, that short 10-line provision on reductions would not be meaningful international law.

Efforts to sidestep the negotiating process will not enjoy these benefits. The same is true of efforts to launch a negotiation without the participation of the states that possess nuclear weapons. Some have argued that the Mine Ban Treaty and the Convention on Cluster Munitions could serve as models for a future nuclear-weapon-ban agreement. Some even go so far as to argue that a future nuclear-weapon-ban treaty could generate customary international law prohibiting the possession of nuclear weapons, even if the states possessing nuclear weapons are not parties.

Yet, certain states continue to possess anti-personnel landmines and cluster munitions, which they assert are legitimate weapons with military utility, and have not joined the relevant treaties. This makes it impossible to demonstrate an extensive and virtually uniform state practice followed out of a sense of legal obligation, which is the test for customary international law formation. This would be even more true of a hypothetical nuclear-weapon-ban treaty to which no state possessing nuclear weapons was a party.

Further, the analogy between anti-personnel landmines and cluster munitions on the one hand and nuclear weapons on the other is imprecise and perhaps revealing. Although some states that previously had landmines and cluster munitions have undertaken legal obligations to eliminate them in treaties not containing intrusive verification procedures, the same does not seem likely to be true of nuclear weapons. The history of arms control demonstrates that states are unlikely to agree to prohibit nuclear weapons unless the prohibition is part of a carefully negotiated agreement containing exacting verification to ensure that treaty partners are complying with their obligations.

Concluding Thoughts

In conclusion, it is important to recognize and draw lessons from existing international law that effectively and verifiably addresses the problem of nuclear weapons. That body of law teaches policymakers to fully appreciate the significant value of negotiation in future international legal efforts toward disarmament. Negotiation lends durability and effectiveness to international law. Furthermore, careful and collaborative negotiation is the process through which states can reach agreement on the verification mechanisms that will likely be a critical feature of future arms control and disarmament agreements.