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IN THE INTERNATIONAL COURT OF JUSTICE

THE PEACE PALACE, THE HAGUE,

THE NETHERLANDS



THE 23RD ANNUAL STETSON INTERNATIONAL ENVIRONMENTAL MOOT

COURT COMPETITION, 2018-19

2018 General List No. 237

**QUESTIONS RELATING TO USE OF THE SARGASSO SEA AND THE PROTECTION
OF EELS**

THE FEDERAL STATES OF ALLIGUNA

(APPLICANT)

V.

THE REPUBLIC OF REVELS

(RESPONDENT)

MEMORIAL FOR THE APPLICANT

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ABBREVIATIONS

ARSIWA	-	Articles on Responsibility of States for Internationally Wrongful Acts
CBD	-	Convention on Biological Diversity
CITES	-	Convention on International Trade in Endangered Species of Wild Flora and Fauna
CMS	-	Convention on the Conservation of Migratory Species of Wild Animals
COP	-	Conference of the Parties
EBSA	-	Ecologically or Biologically Significant Marine Area
EIA	-	Environmental Impact Assessment
GHG	-	Greenhouse Gas Emissions
ICJ	-	International Court of Justice
ICTY	-	International Criminal Tribunal for the former Yugoslavia
ILC	-	International Law Commission
IPCC	-	Intergovernmental Panel on Climate Change
ITLOS	-	International Tribunal for the Law of the Sea
IUCN	-	International Union for the Conservation of Nature
NDC	-	Nationally Determined Contributions
SBSTTA	-	CBD Subsidiary Body on Scientific, Technical and Technological Advice
SEA Corporation	-	Seaweed Energy Alternatives, Inc.
UN	-	United Nations

- UNCLOS - United Nations Convention on the Law of the Sea
- UNEP - United Nations Environment Programme
- UNFCCC - United Nations Framework Convention on Climate Change
- UNGA - United Nations General Assembly
- VCLT - Vienna Convention on the Law of Treaties

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STATEMENT OF JURISDICTION

The Federal States of Alliguna [hereinafter **Alliguna or Applicant**] and the Republic of Revels [hereinafter **Revels or Respondent**], being parties to CBD, UNFCCC and Paris Agreement, have recognized the jurisdiction of the International Court of Justice [hereinafter **this Court or ICJ**] in accordance with Article 27 of CBD, Article 14 of UNFCCC and Article 24 of Paris Agreement read with Article 36, paragraph 1 of the Statute of the International Court of Justice.

The present dispute arises out of CBD, UNFCCC and Paris Agreement. Alliguna, therefore, has invoked the compromissory clauses of CBD (Art.27), UNFCCC (Art.14) and Paris Agreement (Art.24).

The Registrar acknowledged receipt of the Application instituting proceedings against Respondent, filed by the Applicant on 21 April 2018, to which Respondent filed its Preliminary Objections on 5 May 2018. On 16 July 2018, Applicant and Respondent submitted a Joint Written Statement to the Registrar, requesting that the Court decide the jurisdictional and state responsibility questions and merits of this matter on the basis of the rules and principles of general international law, as well as any applicable treaties, and that the Court determine the legal consequences, including the rights and obligations of the Parties, arising from any judgment on the questions presented in this matter. The Registrar addressed a notification to the parties on 6 July 2018.

QUESTIONS PRESENTED

I

WHETHER THE INTERNATIONAL COURT OF JUSTICE HAS JURISDICTION TO DETERMINE THE PRESENT MATTER.

II

WHETHER THE REPUBLIC OF REVELS VIOLATED INTERNATIONAL LAW BY NEGATIVELY IMPACTING THE EUROPEAN EEL THROUGH THE SARGASSUM HARVESTING PROJECT IN THE SARGASSO SEA.

STATEMENT OF FACTS

BACKGROUND OF THE PARTIES

Alliguna and Revels are neighboring coastal sovereign states. They are parties to the Statute of the ICJ, VCLT, CBD, CMS, UNCLOS, UNFCCC, Paris Agreement and the Hamilton Declaration on Collaboration for the Conservation of the Sargasso Sea.

REVELS' SARGASSUM HARVESTING PROJECT

Government of Revels by providing subsidy to SEA Corporation conducted a Sargassum harvesting project in the Sargasso Sea beyond national jurisdiction. Its objective was to generate biofuels production to reduce greenhouse gas emissions and expand the use of renewable energy to help meet its NDC Commitments under the Paris Agreement.

ALLIGUNA'S OBJECTIONS

Alliguna expressed its concern about the environmental harm particularly on the European eel, a migratory species in the Sargasso Sea, which is of cultural importance to Alliguna. In light of the negative impact on the species, Alliguna urged Revels to cease the project.

THE DISPUTE

Alliguna claims that Revels' project has violated international law whereas Revels disputes the existence of any causal link between its project and the harm caused to the European eel. Negotiations and mediation between the two States failed to resolve the dispute, and hence Alliguna applied for instituting proceedings against Revels and Revels submitted Preliminary Objections contesting the ICJ's jurisdiction over the matter.

SUMMARY OF ARGUMENTS

ISSUE I

Alliguna submits that Revels' project is not a valid climate mitigation measure and has harmed the biological diversity of the Sargasso Sea and the European Eel. These claims arise under the provisions of CBD, UNFCCC and Paris Agreement. Hence, this Court has jurisdiction pursuant to the compromissory clauses of CBD, UNFCCC and Paris Agreement read with Art. 36(1) of the ICJ Statute. Furthermore, Alliguna is an injured state and has a legal interest in having the dispute settled. Hence, Alliguna's application is admissible. Moreover, acts of SEA Corporation and *Columbus* are attributable to Revels as per general principles of international law.

ISSUE II

Revels has violated its international obligations of conservation and sustainable use of biodiversity as the project adversely affects the fragile ecosystem of the Sargasso Sea and European eel. Revels has not effectively fulfilled its obligations under CBD, UNFCCC, UNCLOS, CMS, and other relevant treaties and its obligations under customary law.

ARGUMENTS ADVANCED

I. ICJ HAS JURISDICTION OVER THE PRESENT DISPUTE

The jurisdiction of ICJ comprises of all cases, which the parties refer to it, and all matters specially provided for in the Charter of the UN or in treaties and conventions in force.¹ Applicant herein submits that it has *locus standi* before the ICJ being an injured state and having legal interest in the protection of the rights involved.² These obligations arise being *erga omnes partes* or treaty-based obligations in whose performance all contracting parties have a legal interest.³ They arise under the CBD and UNFCCC.

A. THE ICJ HAS JURISDICTION OVER DISPUTES CONCERNING THE INTERPRETATION AND APPLICATION OF TREATIES

Under Article 36(2), ICJ can exercise jurisdiction *ratione materiae* upon the concurrence of two elements; the existence of a legal dispute⁴, and, existence of some genuine relationship between the object of the claim and the provisions invoked.⁵

¹ Statute of the International Court of Justice, art. 36(1), Apr. 18, 1946, 33 U.S.T.S. 993 [hereinafter ICJ Statute].

² I.L.C., Articles on the Responsibility of States for Internationally Wrongful Acts, art. 42 (b)(1), G.A. U.N.Doc. A/56/10 (Nov. 20, 2001) [hereinafter ARSIWA].

³ Questions Relating to the Obligation to Prosecute or Extradite (Belg. v. Senegal), Judgment, 2012 I.C.J. Rep.422, ¶ 68 (Jul. 20); Prosecutor v. Blaskic, I.C.T.Y. Appeals Chamber, 110 I.L.R. 699-700, ¶ 26 (Intl. Crim. Trib. for the former Yugoslavia 1997).

⁴ Nuclear Tests case (N.Z.-Aus. v. France), Judgment, 1974 I.C.J. Rep. 457, ¶ 24 (Dec. 20); Border and Transborder Armed Actions (Nicar. v. Honduras), Judgment, 1988 I.C.J. Rep. 69, ¶ 52 (Dec. 20).

1. There exists a legal dispute between the Parties

A dispute exists when there are positively opposing claims between parties on a point of law or fact;⁶ the question of performance and non-performance of certain treaty obligations.⁷ Applicant submits that the Respondent by its acts has violated a host of treaties and conventions.⁸ However, Respondent denies the violation of any international obligations with respect to the Sargassum harvesting project.⁹ Hence, there exists a legal dispute. Further, Article 27 of CBD and Article 14 of UNFCCC would be devoid of meaning if disputes involving the determination of scientific facts affecting interpretation and application of treaties are not justiciable.¹⁰

2. There exists a genuine relationship between Alliguna's claims and the provisions invoked under CBD, UNFCCC and Paris Agreement

To sustain jurisdiction, the court must ascertain whether the treaty violations pleaded fall within the provisions of the treaty and consequently, whether the dispute is one, which the Court has jurisdiction *ratione materiae* to entertain.¹¹ Here there is a genuine relationship between

⁵ Shabtai Rosenne, *Jurisdiction: The Law And Practice Of International Court* 517 (3rd ed. 1996); Judgements of the Administrative Tribunal of the I.L.O. Upon Complaints Made Against the U.N.E.S.C.O., Advisory Opinion, 1956 I.C.J. 77, 89 (Oct. 23).

⁶ *Lokerbie (Lib. v. U.K.)*, Preliminary Objections, 1998 I.C.J. Rep. 9, ¶ 22 (Feb. 27); *Mavromattes Palestine Concessions (Greece v. U.K.)*, 1924 P.C.I.J. (ser. A), No. 2, at 11 (Aug. 30).

⁷ *Interpretation of the Peace Treaties with Bulgaria, Hungary and Romania (First Phase)*, Advisory Opinion, 1950 I.C.J. Rep. 221, ¶65, 74 (Jul. 18).

⁸ Record, ¶ 18, 20 and 22.

⁹ Record, ¶ 19, 21 and 23.

¹⁰ *Southern Bluefin Tuna (N.Z. & Austl. V. Japan)*, 23 R.I.A.A. 1 (2000).

¹¹ *Case Concerning Oil Platforms (Iran v. U.S.A.)*, Preliminary Objections, Judgment, 1996 I.C.J. Rep. 803, ¶16 (Dec. 12); *Southern Bluefin Tuna (2000)*, ¶ 48.

Alliguna's claims and the treaty provisions invoked under CBD, UNFCCC and Paris Agreement. Therefore, the present dispute is qualified to be tried by the ICJ.

2.1. The subject matter of the dispute directly arises under CBD

The essence of the dispute lies in Revels' non-compliance of its obligation to protect and conserve the biological diversity of the Sargasso Sea,¹² which has adversely affected the European eel, an already endangered species by threatening the very ecosystem in which it thrives. In doing so, Revels has violated its treaty obligations under CBD by causing transboundary harm to the European eel,¹³ failing to preserve *in situ* conservation¹⁴ and making sustainable use of components of the biological diversity of the Sargasso Sea¹⁵ amongst others. Further, the Sargasso Sea having been accorded an EBSA status under CBD,¹⁶ Revels' project involves an interpretation of the norms provided therein.

2.1.1. The CBD establishes priority over UNCLOS and CMS

2.1.1.1. The CBD establishes priority over UNCLOS

Where a treaty contains an express provision of priority that establishes its precedence over instruments adopted prior to it, resort to VCLT is not required.¹⁷ Article 22 of CBD contains such

¹² Convention on Biological Diversity, art. 1, June 6, 1992, 1760 U.N.T.S. 79 [hereinafter 'CBD'].

¹³ CBD, Art. 3.

¹⁴ CBD, Art. 8.

¹⁵ CBD, Art. 10.

¹⁶ Record, ¶18.

¹⁷ Hans Blix, *The Treaty Maker's Handbook* 210-17 (Hans Blix & Jirina H. Emerson Eds., 1973); Wolfram Karl, *Conflicts Between Treaties*, in 4 *ENCYCLOPEDIA OF PUBLIC INTERNATIONAL LAW* 936 (Rudolf Bernhardt Ed., 2000).

a clause of precedence over other instruments where the exercise of rights and obligations would cause a serious damage or threat to biological diversity.¹⁸

Moreover, article 30 of VCLT is inapplicable when dealing with overlapping treaties on different aspects of environmental protection.¹⁹ CBD and UNCLOS cannot be regarded as successive treaties on the same subject matter, despite an overlap in provisions on the protection of marine environment; the scopes and primary objectives of both agreements vary considerably.²⁰ While CBD reflects an integrated approach concerning the protection and conservation of biodiversity²¹ including marine ecosystems,²² the regime on marine living resources and the protection of marine environment under UNCLOS does not adopt an ecosystem approach; rather it is resource oriented.²³ Therefore, the management and protection requirements of CBD regarding the marine environment exceed those under UNCLOS, thereby making the former the more relevant treaty.

In any event, even if CBD and UNCLOS are regarded as successive treaties on the same subject matter, VCLT provides that the earlier treaty shall apply to the extent that its provisions are

¹⁸ CBD, Art. 22(1).

¹⁹ Rudiger Wolfrum and Nele Matz, *The Interplay of the United Nations Convention on the Law of the Sea and the Convention on Biological Diversity*, 4 U.N.Y.B. MAX PLANCK 473-74 (2000) [hereinafter Rudiger]; Vienna Convention on the Law of Treaties, art. 30, May 23, 1969, 1155 U.N.T.S. 331 [hereinafter VCLT]

²⁰ Rudiger, *supra* note 19.

²¹ Convention on Biological Diversity, 10th Meeting., Oct. 18-29, 2010, Biodiversity and Climate Change, UNEP/CBD/COP/DEC/X/33 (Oct.29) [hereinafter CBD Decision X/33].

²² CBD, Art. 2.

²³ Rudiger, *supra* note 19 at 451.

compatible with those of the later treaty.²⁴ This extends to dispute settlement clauses in treaties.²⁵ UNCLOS having been concluded in 1982 is the earlier treaty to CBD which was concluded in 1992. Therefore, the provisions of UNCLOS would apply only to the extent that it is compatible with CBD.

2.1.1.2. The CBD establishes priority over CMS

Migratory species are important marine and coastal living resources.²⁶ CBD extends to the protection of migratory species implicit from its definition of biological diversity to include “diversity within species, between species, and of ecosystems.”²⁷ Habitat loss is one of the primary threats to endangered species.²⁸ In this context, although CMS addresses migratory species, the conservation of habitat is not an explicit priority under its provisions.²⁹ This is implicit from the limiting and vague language of CMS in Article III³⁰ and provisions on agreements on Appendix II species as well.³¹ Further, CMS is only “potentially of global

²⁴ VCLT, Art. 30(3).

²⁵ Mavromattes Palestine Concessions (1924), at 30-31; Robert Kolb, *The International Court of Justice* 435-36 (2013).

²⁶ Convention on Biological Diversity, Conference of Parties, 6th meeting, The Hague, Apr. 7-19, 2002, Cooperation with other Conventions and International Organizations and Initiatives, UNEP/CBD/COP/6/INF/15 at 5 (Mar. 14, 2002).

²⁷ CBD, Art. 2.

²⁸ L. Glowka, *Complementarities Between the Convention on Migratory Species and the Convention on Biological Diversity*, 3 J. INT’L WILDLIFE L. & POL. 205, 208 (2000).

²⁹ Nele Matz, *Implementing and Enforcing the Conservation of Migratory Species*, 65 ZaöRV 197, 202 (2005).

³⁰ Convention on the Conservation of Migratory Species of Wild Animals, art. III ¶ 4, June 23, 1980, 1651 U.N.T.S. 333 [hereinafter CMS].

³¹ Nele Matz, *supra* note 29.

application.”³² Although Alliguna recognises the importance of CMS in the protection of the European eel; ³³ the CMS merely complements the implementation of CBD through its coordinated and concerted action.³⁴ This is in line with Article 30 of VCLT,³⁵ which establishes priority of CBD over CMS by virtue of being the later treaty.

2.2. The subject matter of the dispute directly arises under UNFCCC and Paris Agreement

The Paris Agreement is built within the UNFCCC framework with the objective of enhancing the implementation of UNFCCC and strengthening the global response to the threat of climate change.³⁶

Although UNFCCC envisages the reduction of GHG emissions to achieve climate stabilization,³⁷ UNFCCC parties are to take precautionary measures to mitigate the adverse effects of climate change; and lack of scientific certainty should not be used as a reason for postponing such measures.³⁸ UNFCCC further establishes a range of mitigation and adaptation measures

³² Sands, *Principles of International Environmental Law* 607 (2003).

³³ Record, ¶ 20.

³⁴ Convention on Biological Diversity, Conference of Parties, 10th Meeting, Nagoya, Oct. 18-29, Cooperation with other conventions and international organizations and initiatives, UNEP/CBD/COP/DEC/X/20, ¶13 (Oct. 29); Convention on Biological Diversity, Conference of Parties, 6th Meeting, The Hague, Apr. 7-19, 2002, Cooperation with other organizations, initiatives and conventions, UNEP/CBD/COP/DEC/VI/20, ¶ 23 (Apr. 19).

³⁵ VCLT, Art. 30(3).

³⁶ Paris Agreement to the United Nations Framework Convention on Climate Change, art. 2, Dec. 12, 2015, 54113 U.N.T.C. [hereinafter Paris Agreement].

³⁷ United Nations Framework Convention on Climate Change, art. 2, May 9, 1992, 1771 U.N.T.S. 107 [hereinafter UNFCCC].

³⁸ UNFCCC, Art. 3(3).

necessary to avoid exceeding the level which allows ecosystems to naturally adapt to climate change.³⁹ More importantly, it envisages the promotion and cooperation in conservation and enhancement of all types of carbon sequestering techniques including in coastal and marine ecosystems.⁴⁰ In this context, the Sargasso Sea acts as a natural ‘carbon sink’ and plays a disproportionately large role in the global ocean processes of carbon sequestration.⁴¹ The commercial extraction of Sargassum potentially poses a significant direct threat to the ecosystem of the Sargasso Sea⁴² causing its overall habitat degradation.⁴³

Therefore, Revels’ project does not qualify as a valid measure for climate change mitigation under UNFCCC since it does not adopt ecosystem-based approaches to climate change adaptation and mitigation,⁴⁴ fails to take into account the impact on the biodiversity of the Sargasso Sea,⁴⁵ interferes with the natural adaptation of ecosystems⁴⁶ and disrupts the environment-development balance.⁴⁷ Further, according to Revels, its Sargassum harvesting

³⁹ UNFCCC, Art 2; Birnie Et Al., *International Law and the Environment* 162, 164 (2010).

⁴⁰ UNFCCC, Art. 4(1)(d).

⁴¹ Laffoley Et. Al., Submission of Scientific Information to Describe Ecologically or Biologically Significant Marine Areas, SARGASSO SEA ALLIANCE 4 (2011).

⁴² *Id.* at 37.

⁴³ L. Glowka, *supra* note 28.

⁴⁴ Convention on Biological Diversity, Conference of Parties, 12th Meeting, Pyeongchang, Oct. 6-17, 2014, Biodiversity and climate change and disaster risk reduction, UNEP/CBD/COP/DEC/XII/20, ¶ 5 (Oct. 17); CBD Decision X/33, *supra* note 21, at ¶ 8(j)-(t).

⁴⁵ CBD Decision X/33, *supra* note 21, at ¶ 8(w).

⁴⁶ UNFCCC, Art.2.

⁴⁷ UNFCCC, Art. 3(4).

project will enable it to fulfill its obligations under these conventions,⁴⁸ and will enable it to meet its NDC commitments.⁴⁹

Therefore, Alliguna's claims reasonably relate to the treaty provisions invoked under UNFCCC and Paris Agreement, entailing jurisdiction of this Court.

3. In any event, applicability of CMS and UNCLOS as *lex specialis* does not exclude applicability of CBD and UNFCCC

Under VCLT, treaties must be interpreted in light of their object and purpose.⁵⁰ Provisions of treaties should be interpreted in a way that best gives effect to the norm in question.⁵¹ In this context, although UNCLOS contains provisions on protection of marine environment and fragile ecosystems, the same are fully covered by the more specific provisions of CBD.⁵² To that extent, CBD is not only *lex posterior* but also *lex specialis* in the conservation of marine biological diversity.

In any event, the application of CMS and UNCLOS as *lex specialis* does not exclude application of CBD, UNFCCC and Paris Agreement. It is commonplace of international law and state practice for more than one treaty to bear upon a particular dispute.⁵³ The applicability of other treaties containing identical obligations as that of CMS and UNCLOS has a separate existence

⁴⁸ Record, ¶19.

⁴⁹ Record, ¶ 14 and 19.

⁵⁰ VCLT, Art. 31(1).

⁵¹ Alleged Violations of Sovereign Rights and Maritime Spaces in the Caribbean Sea (Nicar. v. Colom.), Judgment, 2016 I.C.J. 155 (Mar.17); R. Jennings and A. Watts, *Oppenheim's International Law* 1280 (9th ed. 1992).

⁵² CBD, Arts. 3, 5, 7(c), 8(a) (c) (d) (e) (f), (l), 9 (c) (d), 10 (a) (b) (e), 14(1) (a) (c).

⁵³ Southern Bluefin Tuna (2000), at ¶ 52.

because of their respective contexts.⁵⁴ Therefore, Revels' argument that the Court's jurisdiction must be limited to only CMS and UNCLOS as *lex specialis* contravenes these rules, by rendering any other declaration of consent under other relevant treaties ineffective.

B. CONDUCT OF SEA CORPORATION AND ITS VESSEL IS ATTRIBUTABLE TO REVELS

1. The conduct of SEA Corporation is attributable to Revels

1.1. Conduct of SEA Corporation being sponsored by Revels, is attributable to it

Under UNCLOS, States are responsible in ensuring that activities in the Area performed by enterprises they sponsor are carried out in conformity with the Convention.⁵⁵ Therefore, SEA Corporation's initiative being sponsored by the Government of Revels through subsidies⁵⁶ is attributable to Revels.

1.2. Conduct of SEA Corporation is attributable to Revels according to Article 5 of ARSIWA

The acts of a person or entity can be attributed to a State if a governmental or public function is being carried out by them under the authority of the State.⁵⁷ The act should be viewed from an objective standard in a contemporary setting to constitute a governmental or public function.⁵⁸ Pursuing government policy is regarded as a governmental function.⁵⁹ Further, a State cannot

⁵⁴ MOX Plant case, (Ir. v. U.K.), Case No. 10, Request for Provisional Measures Order, I.C.G.J. 343, ¶49-53 (ITLOS 2001) (Dec. 3).

⁵⁵ Convention on the Law of the Sea, art. 139, Dec. 10, 1982, 1833 U.N.T.S. 3 [hereinafter UNCLOS]; G.A. Res. 2749 (XXV), ¶ 14 (Dec. 12, 1970).

⁵⁶ Record, ¶ 14.

⁵⁷ ARSIWA, Art. 5; Noble Ventures, Inc. v. Romania, ICSID Case No. ARB/01/11, Award, ¶ 70 (Oct. 12, 2005).

⁵⁸ Rudolf Dolzer & Christoph Schreuer, *Principles of International Investment Law* 200 (2008).

⁵⁹ Oil Fields of Texas v. Iran, 1 Iran-U.S. Cl. Trib. Rep. 347, ¶ (1982); Emilio Agustin Maffezini v. Kingdom of Spain, I.C.S.I.D. Case No. ARB/97/7, Decision on Objections to Jurisdiction, ¶ 53 (Jan. 25, 2000).

escape responsibility for wrongful acts or omissions by hiding behind a private corporate veil;⁶⁰ the requirement of the existence of internal law is irrelevant.⁶¹

SEA Corporation performs a governmental function by harvesting Sargassum from the Sargasso Sea for biofuels production⁶² thereby enabling the Government of Revels to meet its NDC Commitment policies under the Paris Agreement.⁶³ Therefore, its conduct is attributable to Revels.

1.3. Conduct of SEA Corporation is attributable to Revels according to Article 8 of ARSIWA

Responsibility can be attributed to State for acts of persons acting under its control or direction.⁶⁴ In *Nicaragua*,⁶⁵ the Court laid down the effective control test, which limits the scope of responsibility to those activities having evidence of control by a State in relation to the specific acts at issue.⁶⁶ In *Armed Activities*,⁶⁷ the Court held that the group which committed the wrongful acts need not be in a relation of “complete dependence” to the State; but only that it acted under its instructions or effective control, which must be exercised in relation to the specific acts at issue.

⁶⁰ *Maffezini v. Kingdom of Spain*, I.C.S.I.D. Case No. ARB/97/7, ¶ 78 (Jan. 25, 2000).

⁶¹ *Helnan International Hotels A/S v. The Arab Republic of Egypt*, I.C.S.I.D. Case No. ARB 05/19, Decision on Objection to Jurisdiction, ¶ 92-93 (Oct. 17 2006).

⁶² Record, ¶ 13.

⁶³ Record, ¶ 14.

⁶⁴ ARSIWA, Art. 8; *The Prosecutor v. Duško Tadic*, Case No. IT-94-1-T, Judgment, ¶ 117 (Int’l Crim. Trib. for the former Yugoslavia Jul. 15, 1999).

⁶⁵ *Military and Paramilitary Activities (Nic. v. U.S.A.)*, Judgment, 1986 ICJ Rep. 14 (June 27).

⁶⁶ *Application of the Convention on the Prevention and Punishment of the Crime of Genocide (Bosn. & Herz. v. Serb.& Montenegro)*, Judgment, 2007 I.C.J. Rep. 43, ¶ (Feb. 26).

⁶⁷ *Armed Activities on the Territory of the Congo (D.R.C. v. Uganda)*, Judgment, 2005 I.C.J. Rep. 168 (Dec. 19).

SEA Corporation's biofuels initiative is under the effective control of the Government of Revels since it would not have moved forward without the subsidy provided by them.⁶⁸ Further, the Government has recognised the initiative as part of its NDC Commitments and issued a press release and report acknowledging its success.⁶⁹ Therefore, the conduct of SEA Corporation is attributable to Revels.

1.4. Conduct of SEA Corporation is attributable to Revels according to Article 11 of ARSIWA

When a State 'acknowledges' or 'adopts' the conduct of private persons, such conduct is considered an act of the State.⁷⁰ The State becomes responsible to the extent that it acknowledges and adopts the conduct in question as its own.⁷¹ The Government of Revels expected that the renewable energy projects would help meet its NDC commitments under the Paris Agreement,⁷² which clearly indicates Revels' adoption of the conduct as its own. Moreover, the press release and report discussing the progress and success of the country's renewable energy in 2016 indicates that the conduct of SEA Corporation was acknowledged and adopted by Revels.⁷³

1.5 Revels has failed in its duty to prevent harm

⁶⁸ Clarifications, ¶ 18.

⁶⁹ Record, ¶ 14, 16.

⁷⁰ ARSIWA, Art. 11.

⁷¹ United States Diplomatic and Consular Staff in Tehran (U.S v. Iran), Judgment, 1980 I.C.J. Rep. 3, 44 (May 24).

⁷² Record, ¶ 14.

⁷³ Record, ¶ 16.

When the activity is undertaken by private individual, the State can be held responsible for inaction if the act of private parties lead to violation of its international obligations.⁷⁴ Every State has responsibility to ensure that activities within their jurisdiction or under their control do not cause damage to environment of other States or areas beyond the limits of national jurisdiction.⁷⁵ State of Revels was duty bound to prevent the harm caused by the SEA Corporation, in the Sargasso Sea, operating from its territory.⁷⁶ Therefore, responsibility can be attributed to the Respondent for its failure to prevent SEA Corporation from violating its international obligations.

2. Conduct of the vessel is attributable to Revels

2.1. Revels has a duty in ensuring activities of the vessel does not impair conservation of marine environment

It is a general principle of international law that States are responsible to ensure vessels flying their flag do not engage in activities that impair the conservation of marine environment.⁷⁷ The

⁷⁴ Trail Smelter Arbitration (U.S. v. Can.), 3 U.N.R.I.A.A. 1905 (1941); Corfu Channel Case (U.K. v Albania), Merits, 1949 I.C.J. Rep. 4; Pulp Mills on the River Uruguay (Argentina v. Uruguay), Judgment, 2010 I.C.J. Rep. 14 (Apr. 20).

⁷⁵ United Nations Conference on Environment and Development, Rio de Janeiro, Braz., June 3-14, 1992, Rio Declaration on Environment and Development, principle 2, U.N. Doc. A/CONF.151/26/Rev.1 (Vol. 1), Annex I (Aug. 12, 1992) [hereinafter Rio Declaration].

⁷⁶ Record, ¶ 13.

⁷⁷ UNCLOS Art. 192; U.N. Conference on Straddling Fish Stocks and Highly Migratory Fish Stocks, Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea, Dec. 10, 1982 relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks art. 18(1), U.N. Doc. A/CONF. 164/37.

conduct of Columbus sailing under the flag of Revels poses a significant threat to the ecosystem of the Sargasso Sea, and can be attributed to Revels.⁷⁸

2.1.1. Revels has a duty to exercise due diligence in ensuring conduct of vessel complies with international law

Violations of international law by vessels is attributable to the flag State, if it has not exercised due diligence in ensuring that the vessel has complied with its international obligations.⁷⁹ Due diligence requires states to observe a certain level of vigilance in monitoring of activities undertaken by private operators to safeguard rights of other parties.⁸⁰ Further, it requires States to conduct EIA if the activities affect marine environment.⁸¹

Revels has not been vigilant in the activities of the vessel despite repeated communications by Alliguna regarding the irreparable damage caused to the biodiversity of the Sargasso Sea. Revels has also failed to undertake EIA as per international standards⁸² or precautionary measures as required under international law, and has not exercised due diligence.⁸³

2.2. Columbus acted under the jurisdiction and control of Revels

⁷⁸ *Infra* II(B)(2).

⁷⁹ Maria Gavouneli, *Request for an Advisory Opinion Submitted by the Sub-Regional Fisheries Commission (SRFC) (ITLOS)*, 54 INTERNATIONAL LEGAL MATERIALS 890–926 (2015).

⁸⁰ UNCLOS, Art. 192.

⁸¹ UNCLOS, Art. 206.

⁸² *Infra* II(C)(1).

⁸³ *Id.*

It is a general principle in international law that ships have the nationality of the State whose flag it flies.⁸⁴ The concept of nationality of ships evolved as a means to determine which states were responsible for and entitled to control activities of ships at sea.⁸⁵ Further, ships sail under the flag of one State only and are subject to the exclusive jurisdiction of that State.⁸⁶ Every State shall effectively exercise its jurisdiction and control in administrative, technical and social matters over ships flying its flag.⁸⁷ The State is responsible for acts or omissions within its jurisdiction and control that leads to violation of international obligations.⁸⁸

Columbus having the nationality of the Republic of Revels by virtue of flying under its flag⁸⁹ is under the exclusive jurisdiction of Revels. Therefore its conduct is attributed to Revels.

II. REVELS HAS VIOLATED INTERNATIONAL LAW IN CONDUCTING THE SARGASSUM HARVESTING PROJECT

A. THE SARGASSO SEA IS A UNIQUE ECOSYSTEM WHICH NEEDS TO BE PRESERVED

1. Sargassum is crucial for the flourishing biodiversity of the Sargasso Sea

⁸⁴ UNCLOS, Art. 91; Z. Oya Ozcayir, *Flag State Implementation*, 9 J. OF IWR'L MAR. L. 297 (2003); R Churchill and A. V. Lowe, *The Law of the Sea* 344 (Manchester University Press, 3rd ed 1999).

⁸⁵S.S. Lotus (Fr. v. Turk.), 1927 P.C.I.J. (ser. A) No. 10, at 25 (Sept. 7); D Konig, *Flag of ships* in R Wolfrum (ed), MAX PLANK ENCYCLOPEDIA OF PUBLIC INTERNATIONAL LAW (2009).

⁸⁶ UNCLOS, Art. 92, 94(2)(b); Louis B. Sohn & John E. Noyes, *Cases and Materials on the Law of the Sea* 157 (2004).

⁸⁷ UNCLOS, Art. 94; Request for an Advisory Opinion Submitted by the Sub-Regional Fisheries Commission (SRFC), Case No. 21, Advisory Opinion, ¶ 85 (ITLOS 2015) (Apr. 2).

⁸⁸ Chorzow Factory (Ger. v. Pol.), 1927 P.C.I.J. (Ser. A) No. 9 (Jul. 26); Corfu Channel (U.K. v. Albania), Judgment, 1949 I.C.J. Rep. 9, 244 (Apr. 9).

⁸⁹ Record, ¶ 13.

Revels recognises the unique nature of the Sargasso Sea and its obligation to protect it.⁹⁰ The UNGA too, has taken note of its ecological significance.⁹¹ The characteristic surface ecosystem of Sargasso Sea is based upon Sargassum which acts as a nursery and feeding area for many species,⁹² many of which are threatened or endangered.⁹³

The Sargassum mats provide a rare form of structure in the open ocean, and the ecology and life-history patterns of many oceanic species are uniquely adapted to it.⁹⁴ Both, density and diversity of associated organisms are linked to the greater area and thickness achieved by the Sargassum mats.⁹⁵ Some of the Sargassum arrives through the Gulf Stream, collecting additional organisms along the way thereby increasing the biodiversity of the Sea.

Direct threats to the Sargasso Sea and its inhabitants include commercial collection of Sargassum seaweed⁹⁶ for use as biofuel,⁹⁷ as is currently undertaken by Revels' Sargassum harvesting initiative.

2. The European eels are dependent on the Sargasso Sea to spawn

⁹⁰ Hamilton Declaration on Collaboration for the Conservation of the Sargasso Sea, Mandate of the Sargasso Sea Commission (Mar. 11, 2014), http://www.sargassoseacommission.org/storage/Hamilton_Declaration_with_signatures_April_2018.pdf.

⁹¹ U.N.G.A. Res. 67/78, Oceans and the law of the sea (Apr. 18, 2013); G.A. Res. 69/245 (Dec. 29, 2014).

⁹² Laffoley, Et. Al., *supra* note 41, at 6.

⁹³ Edward J. Carpenter, *Diatoms attached to floating Sargassum in the western Sargasso Sea*, 9 PHYCOLOGIA 269, 271-274 (1970).

⁹⁴ Trott T.M., Et. Al., *Efforts to Enhance Protection of the Sargasso Sea*, 63 G.C.F.I. 282 (2011).

⁹⁵ *Id.*

⁹⁶ David Freestone, Et. Al., *Sargasso Sea 3* (United Nations, 2016).

⁹⁷ Trott T.M., Et. Al., *supra* note 94, at 284.

The European Eel is listed as Critically Endangered on the IUCN Red List of Threatened Species⁹⁸ and is listed on Appendix II of CMS⁹⁹ and Appendix II of CITES,¹⁰⁰ as endangered. The eels migrate to the Sargasso Sea to spawn, the only known spawning area for the European eels,¹⁰¹ where Sargassum and the Sargasso Sea provide an essential habitat for it as breeding location.¹⁰² After hatching, the leptocephali are present primarily in the upper 250 metres of the Sargasso Sea and most abundant in the upper 100 metres.¹⁰³ Therefore, the Sargassum harvesting project damages this delicate ecosystem present in the upper layer of the Sargasso Sea, leading to a further decline in population.

B. REVELS HAS VIOLATED ITS TREATY OBLIGATIONS

As party to UN Charter, VCLT, UNCLOS, CBD, CMS, UNFCCC and Paris Agreement,¹⁰⁴ the principle of *pacta sunt servanda* obligates parties to carry out its treaty obligations in good faith.¹⁰⁵ Revels is prohibited from defeating treaty objects and purposes.¹⁰⁶ It has violated its

⁹⁸ Record, ¶ 3.

⁹⁹ Record, ¶ 8.

¹⁰⁰ Matthew Gollock, *European Eel Briefing Note for Sargasso Sea Alliance*, Sargasso Sea Alliance Science Report Series, No 3, at 3 (2011), http://sargasso.nonprofitsoapbox.com/storage/documents/No3_EuropeanEel_HI.pdf.

¹⁰¹ D. Freestone, Et. Al., Chapter 50. Sargasso Sea 1 (UNITED NATIONS, 2016).

¹⁰² Brian E. Luckhurst, *Inventory and Ecology of Fish Species of Interest to ICCAT in the Sargasso Sea*, 1 (Sargasso Sea Commission, Research Series Working Paper No.132, 2013), http://www.sargassoseacommission.org/storage/SCRS_2013_132_Inventory_and_Ecology_of_Fish_Species_of_Interest_to_ICCAT_in_the_Sargasso_Sea.pdf.

¹⁰³ Kevin D. Friedland, Et. Al, *Oceanic changes in the Sargasso Sea and declines in recruitment of the European eel*, ICES J. OF MARINE SCIENCE 519 (2007).

¹⁰⁴ Record, ¶ 5-10.

¹⁰⁵ VCLT, Art. 11, 26.

obligations under UNFCCC, CBD, UNCLOS and CMS regarding preservation of marine environment and European eel by undertaking the biofuels initiative on the Sargasso Sea.

1. Revels' has violated treaty obligations under UNFCCC, CBD, CMS and UNCLOS

1.1 Violation of obligations under UNFCCC

Geo-engineering techniques manipulate the planetary environment to counteract anthropogenic climate change.¹⁰⁷ They have potentially deleterious effects on a large scale.¹⁰⁸ The Sargasso Sea, a natural 'carbon sink', plays a large role in carbon sequestration.¹⁰⁹ The harvest of Sargassum deliberately manipulates the natural processes of the Sargasso Sea, and alters its balance, causing irreversible damage¹¹⁰ to its already fragile ecosystem. Therefore, Revels' project does not qualify as a valid climate change mitigation measure under UNFCCC as it fails to take into account the impact of the project on the biodiversity of the Sea.¹¹¹

1.2. Violation of obligations under UNCLOS

UNCLOS obliges states to protect and preserve the marine environment.¹¹² These measures shall include those necessary to protect and preserve rare or fragile ecosystems as well as the habitat of

¹⁰⁶ VCLT, Art. 18.

¹⁰⁷ Impacts of Climate-Related Geoengineering on Biological Diversity, SBSSTTA, 16th Meeting, Apr. 30-May 5, 2012, UNEP/CBD/SBSTTA/16/INF/28, at 17 (Apr. 5, 2012).

¹⁰⁸ Intergovernmental Panel on Climate Change, *IPCC Fifth Assessment Report: Geoengineering* 10 (2011).

¹⁰⁹ Laffoley Et. Al., *supra* note 41.

¹¹⁰ Gabčíkovo-Nagymaros Project (Hung. v. Slov.), Judgment, 1997 I.C.J. Rep. 7, ¶ 40 (Sept. 25).

¹¹¹ UNFCCC, Art.2, 3(4).

¹¹² UNCLOS, Art. 119.

depleted, threatened or endangered species.¹¹³ This obligation extends to preserving the environment of the high seas when States sponsors activities.¹¹⁴ Therefore, Revels' project is in contravention to its obligations under UNCLOS.

1.3. Violation of obligations under CBD

CBD requires parties to protect, conserve and sustainably use biodiversity, even in areas beyond national jurisdiction.¹¹⁵ It further mandates States to take measures for the conservation of threatened species.¹¹⁶ The harvesting of Sargassum above *de minimis* amount¹¹⁷ is in contravention of Revels' CBD obligations as it fails to conserve and sustainably use biodiversity, including the European eel.

1.4. Violation of obligations under CMS

Revels has the duty to conserve and protect migratory species.¹¹⁸ The overexploitation of biotic resources, such as Sargassum, by human activities is a major threat to marine ecosystems,¹¹⁹ of which the European eel forms a part thereof. European eels listed under Appendix II, require Range States to take special measures for their conservation.¹²⁰ The spawning of the European

¹¹³ UNCLOS, Art. 194 ¶5.

¹¹⁴ Responsibilities and obligations of States sponsoring persons and entities with respect to activities in the Area, Case No. 17, Advisory opinion, 2011 I.T.L.O.S. Rep. 10, ¶180 (Feb. 1).

¹¹⁵ CBD, Art. 1, 3, 5, 8, 10.

¹¹⁶ CBD, Art. 8(f).

¹¹⁷ Clarifications, ¶ 16.

¹¹⁸ CMS, Art.2(1).

¹¹⁹ A Rogers and D Laffoley, *Introduction to the Special Issue: The Global State of the Ocean* 74 MARINE POLLUTION BULLETIN 491, 493 (2013).

¹²⁰ CMS, Art 4.

eels peaks at the beginning of March continuing through until July.¹²¹ The initiative to harvest Sargassum was launched in July 2016,¹²² and continues to this very day,¹²³ thereby affecting entire breeding seasons of the species, violating their obligations under CMS.

C. REVELS HAS VIOLATED CUSTOMARY INTERNATIONAL LAW

1. Revels has violated the precautionary principle

The precautionary principle is customary international law.¹²⁴ The principle applies when there are threats of serious or irreversible damage, and lack of full scientific certainty shall not be used for postponing measures to prevent environmental degradation.¹²⁵

1.1 Revels has not exercised due diligence

The duty to take precautionary measures requires due diligence.¹²⁶ The obligation to cooperate is well-established in international law.¹²⁷ This has been elaborated in relation to prior notification, consultation, and assessment.

¹²¹ D. Jacoby & M. Gollock, *Anguilla Anguilla*, THE IUCN RED LIST OF THREATENED SPECIES (2014), <http://www.iucnredlist.org/details/60344/0>.

¹²² Record, ¶ 13.

¹²³ Record, ¶ 28.

¹²⁴ UNFCCC, Art. 3(3); Gabčíkovo-Nagymaros (1997), ¶ 113; Philippe Sands and Jacqueline Peel, *Principles of International Environmental Law* 239 (4th Ed. 2018).

¹²⁵ Rio Declaration, *supra* note 75, principle 15; Ian Brownlie, *Principles of Public International Law* 358 (8th Ed. 2012).

¹²⁶ Pulp Mills on the River Uruguay (Argentina v. Uruguay), Judgment, 2010 I.C.J. Rep. 14, ¶101 (Apr. 20).

¹²⁷ U.N. Charter art. 1(3); U.N. Conference on the Human Environment, Declaration of the United Nations Conference on the Human Environment, U.N. Doc. A/CONF.48/14/Rev.1, Principle 21 (June 16, 1972) [hereinafter Stockholm Declaration], Rio Declaration, principle 27.

Prior notification obligates states to provide prior, timely notification and relevant information to every state that may be adversely affected by its environmental activities.¹²⁸ Revels failed to notify Alliguna of its proposed activities. Instead, the initiative was introduced publicly only by news media,¹²⁹ and a press release by Revels after commencement of operations.¹³⁰

No consultations were held between the States prior to commencement of the project. Even after Revels was made aware about the dangers and potential adverse effects on the Sargasso Sea,¹³¹ they continued the activities to this day¹³² continuing to cause harm to the biodiversity of the Sargasso Sea and affect the already depleting population of the Eels.

An EIA requires States to assess potential effects of any activities which they permit, that may cause significant and harmful changes to the marine environment and biological diversity of a region, and publish reports of such results obtained.¹³³ It is international custom, that States engaging in activities that are likely to cause significant adverse impact on a shared resource, conduct EIA.¹³⁴ An assessment must contain an evaluation of the possible harm.¹³⁵ It requires predicting and identifying likely impacts of a proposed project, including detailed elaboration of

¹²⁸ Rio Declaration, principle 19; UNCLOS, Art. 206.

¹²⁹ Record, ¶ 15.

¹³⁰ Record, ¶ 16.

¹³¹ Record, ¶ 18.

¹³² Record, ¶ 28.

¹³³ UNCLOS, Art. 204-5.

¹³⁴ CBD, Art. 14; UNCLOS, Art. 206; Pulp Mills (2010), ¶ 209.

¹³⁵ ILC, Rep. on the Work of its 53rd session, G.A.O.R. A/56/10, Art. 7, 157-159 (2001); UNEP, Goals and Principles of Environmental Impact Assessment, Principle 5 (Jan. 16, 1987), https://www.elaw.org/system/files/unep.EIA_.guidelines.and_.principles.pdf.

alternatives.¹³⁶ Though an EIA was conducted by Revels, the impacts on the marine biodiversity, including the European eel, were determined to be uncertain.¹³⁷ Such an EIA cannot be considered proper as it did not identify, or contain any evaluation of, the possible risks associated to the initiative. Therefore, Revels has violated the precautionary principle.

2. Revels has violated the duty not to cause transboundary harm

The duty not to cause transboundary harm is customary international law.¹³⁸ It holds that no state has the right to cause an injury of serious consequence to another state.¹³⁹ It further has an obligation to ensure that activities, while effectively under its control do not cause harm to the marine environment and biodiversity beyond its national jurisdiction.¹⁴⁰ Potential transboundary effects on environment are valid claims under international law as well.¹⁴¹ The endangered eels are migratory species found in Alliguna.¹⁴² Therefore, impacts on the Sea and its subsequent effect on the European eels have resulted in transboundary harm.

D. REVELS HAS VIOLATED GENERAL PRINCIPLES OF INTERNATIONAL LAW

1. Revels has violated the principle of sustainable development

¹³⁶ Convention on Biological Diversity, What is Impact Assessment?, <https://www.cbd.int/impact/whatis.shtml>; Pulp Mills (2010), ¶ 209.

¹³⁷ Clarifications, ¶ 17.

¹³⁸ Rio Declaration, Principle 2; Legality of the Threat or Use of Nuclear Weapons, Advisory Opinion, 1996 I.C.J. Rep. 226, ¶ 29 (July 8).

¹³⁹ Trail Smelter Arbitration (US. v. Can.), 3 U.N.R.I.A.A. 1905, 1965 (1941); Birnie Et Al., *International Law And The Environmental Law* 140 (2009).

¹⁴⁰ CBD, Art.3; UNCLOS, Art. 145, 192.

¹⁴¹ Nuclear Tests (New Zealand v. France), Order, 1973 I.C.J. Rep. 135 (June 22).

¹⁴² Record, ¶ 4.

Sustainable Development is that which meets the needs of the present without compromising the ability of future generations to meet their own needs.¹⁴³ This has been recognised as a general principle of international law.¹⁴⁴ The concept extends to the sustainable use of living resources.¹⁴⁵ Exploitation of resources has become a cause for great concern in the international community.¹⁴⁶ The activities of Revels in the Sargasso Sea have negative impacts on the survival of a host of endangered species, including eels, and the biodiversity of the Sea. This affects the ability to sustain their populations for future generations, thereby violating the principle of sustainable development.

2. Revels' actions violate Alliguna's cultural rights

Cultural rights of nations are well recognised in international law.¹⁴⁷ It has also been included as an integral part of basic human rights across various regional treaties¹⁴⁸ and international

¹⁴³ World Commission on Environment and Development, *Our Common Future* 51 (1987).

¹⁴⁴ Award in the Arbitration Regarding the Iron Rhine Railway, (Bel. v. Neth.), 27 R.I.A.A. 35, at 59, 114 (Perm. Ct. Arb. 2005).

¹⁴⁵ IUCN, UNEP World Conservation Strategy: Living Resource Conservation for Sustainable Development (1980), <https://portals.iucn.org/library/efiles/documents/WCS-004.pdf>.

¹⁴⁶ CBD, Art. 10; UNFCCC, Art. 3.4; 1997 Kyoto Protocol, Dec. 10, 1997, 1771 U.N.T.S. 331; Gabčíkovo-Nagymaros (1997), ¶ 140.

¹⁴⁷ CBD, preamble; Hamilton Declaration, *supra* note 90, preamble; CMS, preamble; International Covenant on Economic, Social and Cultural Rights arts 2, 15, Jan. 3, 1976, 993 U.N.T.S. 3; Legal Consequences of the Construction of a Wall in the Occupied Palestinian Territory, Advisory Opinion, 2004 I.C.J. Rep. 136, ¶ 109 (July 9, 2004).

¹⁴⁸ African Charter on Human and People's Rights, art. 17, OAU Doc. CAB/LEG/67/3, (Oct. 21, 1981); American Convention on Human Rights, art. 26, 1144 U.N.T.S. 123, O.A.S.T.S. 36.

declarations.¹⁴⁹ The European eel is deeply ingrained within Alliguna's culture, history, and religion. Domestic legislation has been passed to preserve it within Alliguna.¹⁵⁰ Alliguna's right to enjoy its culture is impeded by the continuous harvesting of Sargassum by Revels with respect to the efforts in place to preserve the eels.

3. Revels' actions threaten the common heritage of mankind

The concept of conserving common heritage of mankind can be seen fairly well across multiple international conventions and regulations.¹⁵¹ Additionally, the conservation of resources, forming part of common heritage of mankind present in areas beyond national jurisdiction was also characterised.¹⁵² Eels being an international resource¹⁵³ and a part of Alliguna's culture form a part of common heritage of mankind. Therefore, the conservation of the European eels being negatively affected by the harvesting activities of Revels is detrimental to protecting the common heritage of mankind.

¹⁴⁹ U.N. World Conference on Human Rights, Vienna Declaration and Programme of Action, U.N. Doc. A/CONF.157/23 (Jul. 12, 1993); U.N. Committee on Economic, Social and Cultural Rights (CESCR), General Comment No. 3: The Nature of States Parties' Obligations, U.N. Doc. E/1991/23 (Dec. 14, 1990).

¹⁵⁰ Record, ¶ 4.

¹⁵¹ CBD, preamble, ¶ 3; UNCLOS, Art. 136; Stockholm Declaration, *supra* note 127, ¶ 7; UNESCO Universal Declaration on Cultural Diversity art. 1, 5, Nov. 2, 2001, U.N.E.S.C.O. Doc. 31C/Res. 25, Annex 1 (2001).

¹⁵² *Id*; Hugo Grotius, *Mare Liberum* 1609 (David Armidate ed., Richard Hakluyt trans., 2004).

¹⁵³ D. Jacoby & M. Gollock, *Anguilla Anguilla*, THE IUCN RED LIST OF THREATENED SPECIES (May 28, 2013), <http://www.iucnredlist.org/details/60344/0>.

CONCLUSION AND PRAYER

For the foregoing reasons, Federal States of Alliguna respectfully requests that this Court:

1. Declare that the ICJ has jurisdiction to determine the matter;
2. Declare that the Republic of Revels violated international law by conducting the Sargassum harvesting project; and
3. Order Revels to cease its project.

Respectfully submitted,

Agents for the Federal States of Alliguna.