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30TH STETSON INTERNATIONAL
ENVIRONMENTAL MOOT COURT COMPETITION

**QUESTIONS RELATING TO PRIOR INFORMED CONSENT AND
BENEFIT SHARING IN THE CONTEXT OF DE-EXTINCTION**

ANECOYON
(APPLICANT)

v.

RIDUS
(RESPONDENT)

MEMORIAL FOR APPLICANT

2026

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TABLE OF ABBREVIATIONS

¶	Paragraph
ABS	Access and Benefit-Sharing
Bonn Guidelines	Bonn Guidelines on Access to Genetic Resources and Fair and Equitable Sharing of the Benefits Arising out of their Utilization
C	Clarifications to the Record
Cali Fund	Cali Fund for the Fair and Equitable Sharing of Benefits from the Use of Digital Sequence Information on Genetic Resources
CBD	Convention on Biological Diversity
CBD 16/2	Convention on Biological Diversity Conference of the Parties 16/2
CP	Cartagena Protocol on Biosafety
CITES	Convention on International Trade in Endangered Species of Wild Fauna and Flora
COP	Conference of the Parties
Cougar	North American Cougar
CRISPR	Clustered Regularly Interspaced Short Palindromic Repeats
DNA	Deoxyribonucleic Acid
DSI	Digital Sequence Information
EIA	Environmental Impact Assessment
GBF	Kunming-Montreal Global Biodiversity Framework
ICJ	International Court of Justice
Loan	2009 Loan Agreement
LMO	Living Modified Organisms
Museum of Ridus	National Museum of Ridus

Park	Sidney Animal Park
PIC	Prior Informed Consent
R	Record
Secretariat	Secretariat of the Convention on Biological Diversity
Protocol	Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits from their Utilization to the Convention on Biological Diversity
VCLT	Vienna Convention on the Law of the Treaties

QUESTIONS PRESENTED

- I. *Whether* Ridus’ conduct complied with or violated the prior informed consent provisions of the CBD and the Nagoya Protocol, to the extent they are applicable;

- II. *Whether* Anecoyon’s refusal to consent based on its objections to de-extinction is counter to the CBD’s objectives;

- III. *Whether*, as an initial matter, DSI used for de-extinction activities is “biotechnology” for purposes of the CBD and the Nagoya Protocol; and

- IV. If so, *whether* the Sidney Animal Park is a user of DSI on genetic resources for purposes of CBD Decision 16/2 and *whether* the Sidney Animal Park is engaged in commercial activity covered by a sector currently listed in CBD Decision 16/2.

STATEMENT OF JURISDICTION

Anecoyon and Ridus have agreed to submit, by way of Special Agreement, their differences concerning Questions Relating to Prior Informed Consent and Benefit Sharing in the Context of De-Extinction to the International Court of Justice, in accordance with Article 40(1) of the ICJ Statute. An original copy thereof was transmitted to the Registrar on 14 July 2025. Thus, both parties have accepted the jurisdiction of the Court pursuant to Article 36(1) of the ICJ Statute.

Anecoyon has undertaken to accept the judgment of this Court as final and binding, and shall execute it in its entirety and in good faith.

STATEMENT OF FACTS

THE PARTIES

Anecoyon, a lower-middle income country, and Ridus, a high-income country, are neighboring sovereign States divided by the Incilius River. Until 1914, both were provinces of the Kingdom of Mammuthus and shared territory historically inhabited by the Panthera Indigenous People, descendants of the Blytheae. Today, no organized Panthera communities remain in Anecoyon, while small communities persist only in Ridus.

ROYAL PANTHER

The *Royal Panther* (*Puma rojali*) once ranged across what are now Anecoyon and Ridus. Although extinct for roughly 6,000 years, its cultural presence endures in Blytheae cave paintings and Panthera oral tradition. The most intact and best preserved *Royal Panther* fossil was discovered in 1901 within Anecoyon's territory.

LOAN AGREEMENT AND DE-EXTINCTION PROJECT

In 2009, Anecoyon loaned the fossil to the Museum of Ridus for 20 years for educational and research purposes. In September 2022, the Museum extracted DNA from the fossil and announced its intention to create a reference genome and use the resulting DSI for a de-extinction and rewilding project. Genome construction began shortly after extraction.

Anecoyon immediately raised ethical, ecological, and legal concerns and objected to any use of the fossil's DNA or DSI for de-extinction without its prior informed consent. Before advancing the project, Ridus conducted an EIA concluding overall net positive effects, which Anecoyon did not accept.

Diplomatic exchanges continued until 2023 without resolution. In December 2023, Anecoyon enacted national legislation prohibiting the use of its genetic resources or derivatives for de-extinction and requested the fossil's return. Ridus returned the fossil but continued genome sequencing and related activities. By August 2024, Ridus had completed the genome sequence and made the DSI publicly available.

Anecoyon reiterated its objections. Ridus proceeded by contracting Salols Co., which used the DSI with North American Cougar DNA and CRISPR technology to engineer *Royal Panther* traits. The modified placenta was implanted in a Cougar host. On 19 December 2024, *Ixchel* and *Itzamna* were produced and later designated as Ridus' property.

THE PARK

Ixchel and *Itzamna* are housed in the Sidney Animal Park, a privately owned, safari-style facility, and major tourist destination. Under its agreement with Ridus, the Park may charge visitors an additional \$40 to observe the panthers. It receives approximately one million visitors annually and generates around \$130 million in sales, including \$4 million from panther-observation fees. Over \$20 million of excess observation revenue supports the Park's captive-breeding programs, including for transboundary species.

THE DISPUTE BEFORE THE ICJ

CBD Decision 16/2 establishes the Cali Fund for sharing benefits from the use of DSI and calls on users in listed sectors to contribute once financial thresholds are met. As disagreements persisted regarding Decision 16/2's applicability and the legal implications of using the *Royal Panther* DSI, the Parties concluded a Special Agreement on 14 July 2025 submitting their dispute to the ICJ.

SUMMARY OF ARGUMENTS

I

Ridus violated the CBD and the Nagoya Protocol PIC requirements because its obligation arose not when it loaned the *Royal Panther* genetic resource, but when it subsequently extracted and used its DSI for de-extinction between 2020-2022. Anecoyon is both the country of origin and provider, as the only viable genetic material came from fossils in its territory. Ridus continued the de-extinction project without Anecoyon's PIC and cannot rely on the Loan, which granted only temporary custody for scientific research. Ridus therefore breached its independent and complementary PIC obligations under both instruments.

II

Anecoyon's refusal to consent aligns with the CBD because Article 15(1) grants States sovereign rights over access to their genetic resources, while Article 15(2) allows access only for environmentally sound uses. After raising ethical and ecological concerns, Anecoyon lawfully prohibited de-extinction through national legislation. Since de-extinction is an uncertain and high-risk process involving hybrid engineered organisms, it cannot qualify as environmentally sound as it threatens existing biodiversity. By preventing speculative uses of its genetic resources and prioritizing conservation of extant species and ecosystems, Anecoyon advanced the CBD's conservation and sustainable-use objectives.

III

DSI-based de-extinction constitutes "biotechnology" under CBD Article 2, which includes technological applications using organisms or derivatives to make or modify products. Ridus digitized the *Royal Panther* genome and used the resulting DSI with CRISPR to engineer Cougar cells, meeting every element of the definition. Textual, contextual, and evolutive interpretations

confirm that biotechnology encompasses modern DSI-based genome editing, triggering benefit-sharing obligations.

IV

The Park is a DSI user under CBD Decision 16/2 because it derives economic and reputational benefits from exhibiting DSI-derived panthers. Although it did not sequence the genome itself, the Park sits at the downstream end of the DSI value chain by monetizing the organisms through additional fees and benefiting from increased visitation. Its operations fall within listed commercial sectors, particularly biotechnology and animal breeding. With financial thresholds conceded, the Park must contribute to the Cali Fund.

ARGUMENTS

I. RIDUS' CONDUCT VIOLATED THE PRIOR INFORMED CONSENT PROVISIONS OF THE CBD AND THE NAGOYA PROTOCOL.

Under international law, requiring PIC is a fundamental safeguard laid down in the framework governing access to and utilization of genetic resources.¹ CBD Article 15(5) then provides that access is conditioned upon obtaining the PIC of the country provider.² Protocol Article 6(1) operationalizes this obligation by extending the PIC requirement for the utilization of genetic resources from the country of origin or country provider.³

Ridus violated these provisions when it utilized the *Royal Panther* genetic resource without first obtaining PIC from Anecoyon (R.16,C.Q7). Ridus' obligation to secure PIC arises under the [A] Protocol [B] and CBD. [C] This obligation was not fulfilled by the Loan as it is not a valid PIC under either instrument. Hence, Ridus is in breach of its duty to obtain PIC from Anecoyon.

A. UNDER THE PROTOCOL, RIDUS WAS OBLIGATED TO OBTAIN ANECOYON'S PIC FOR UTILIZATION OF THE *ROYAL PANTHER* GENETIC RESOURCE.

Protocol Article 6(1) requires Parties to obtain PIC before any utilization.⁴ Ridus was bound by this obligation under the Protocol because [1] its de-extinction project falls within the Protocol's scope, and [2] Anecoyon is both the country of origin and the country providing the *Royal Panther* genetic resource.

¹ SANDS, PRINCIPLES OF INTERNATIONAL ENVIRONMENTAL LAW 519 (2003).

² Convention on Biological Diversity, art.15(5), Dec. 29, 1993, 1760 U.N.T.S. 143. [“CBD”]

³ *Id.*

⁴ Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization to the Convention on Biological Diversity, art.6(1), Oct. 29, 2010, 3008 U.N.T.S. 57. [“Protocol”]

1. *Ridus' de-extinction is governed by the Protocol because the act which triggers the obligation is utilization, not mere access.*

The Protocol became binding upon Anecoyon and Ridus in 2015 (R.11). Although the *Royal Panther* genetic resource was accessed in 2009 (R.15), Ridus was not exempt from compliance when it utilized such in 2022 (R.16), seven years since the Protocol's effectivity.⁵

A plain reading of Protocol Article 6(1) indicates that the PIC obligation attaches only when access leads to utilization of genetic resources.⁶ The obligation therefore arises at the stage of research and development,⁷ not at the moment of physical acquisition.⁸

Here, the de-extinction constitutes utilization under the Protocol. Ridus extracted and sequenced *Royal Panther* DNA, used the resulting DSI for de-extinction, and applied CRISPR to genetically modify⁹ Cougar cells with multiple gene edits (R.16,21,C.Q8). These technological applications using genetic material constitute utilization within the Protocol's scope,¹⁰ thereby obligating Ridus to obtain Anecoyon's PIC before proceeding with the de-extinction project.

2. *Anecoyon is both the Country of Origin and Provider of the Genetic Resource of the Royal Panther, obligating Ridus to secure PIC.*

PIC must be obtained from either the [a] country of origin or [b] country provider.¹¹ Anecoyon qualifies as both.

a. Anecoyon qualifies as the country of origin.

⁵ Vienna Convention on the Law of the Treaties, art.28, May 23, 1969, 1155 U.N.T.S. 332. ["VCLT"]

⁶ VCLT, art.31(1).

⁷ CBD, art.2.

⁸ Protocol, art.6(1).

⁹ Secretariat, *Synthetic Biology*, at 9, U.N.Doc. CBD Technical Series No. 100 (2022).

¹⁰ Tvedt, *Exploring Implementation*, 67/2 IUCN ENVTL. POL'Y & L.PAPER, 148, 53 (2007).

¹¹ Protocol, art.6(1).

Under CBD Article 2, a country of origin is the State where genetic resources are found in *in-situ* conditions (*i.e.*, within their ecosystems and natural habitats).¹²

The CBD defines genetic resources as “genetic material of actual or potential value” and genetic material as “materials of animal origin containing functional units of heredity.”¹³ Functional units of heredity refer to DNA¹⁴ or other genetic elements responsible for inheritable characteristics of an organism.¹⁵ Materials therefore qualify as a genetic resource if they contain viable DNA usable for scientific or technological applications.¹⁶

Although the *Royal Panther* has been extinct for approximately 6,000 years (R.7), the fossil yielded DNA sufficient to reconstruct its genome (R.16,C.Q8). It enabled CRISPR-based engineering using Cougar cells (R.31,C.Q8), demonstrating that it possesses viable DNA which qualifies as a genetic resource under CBD. Because the only viable *Royal Panther* DNA was found in Anecoyon’s fossils, the genetic resource was discovered *in-situ* conditions (R.6,15).

Even though the *Royal Panther* once lived in Ridus’ territory, Ridus’ fossils lack functional units of heredity (R.6) and thus cannot qualify as genetic material. Since the genetic material used for de-extinction originated exclusively from Anecoyon’s territory, it is properly classified as the country of origin.

b. Anecoyon also qualifies as a country provider.

¹² CBD, art.2.

¹³ *Id.*

¹⁴ Glowka, *Guide to Convention on Biological Diversity*, 30 IUCN ENVTL. POL’Y & L.PAPER 161, 21-22 (1994).

¹⁵ Greiber et al., *Explanatory Guide to the Nagoya Protocol*, 83 IUCN ENVTL. POL’Y & L.PAPER 372, 71 (2012).

¹⁶ Secretariat, n9, at 99.

A country provider is the State supplying collected genetic resources, regardless of origin.¹⁷ Having exclusively possessed the *Royal Panther* genetic resource and supplied it to the Museum of Ridus through the Loan (R.15), Anecoyon is a country provider.

B. UNDER THE CBD, RIDUS HAS AN INDEPENDENT OBLIGATION TO SECURE PIC.

Ridus, as a State Party to the CBD (R.10), was also required to obtain Anecoyon's PIC. CBD Article 15(5) provides that access to genetic resources requires obtaining the PIC of the country provider.¹⁸ The use of "shall" imposes a binding duty to ensure that no access occurs without the country provider's authorization.¹⁹

By failing to obtain Anecoyon's consent before using the *Royal Panther* genetic resource, Ridus breached its [1] independent obligation under the CBD [2] which Anecoyon never waived.

1. *Ridus failed to comply with its independent duty to obtain PIC under the CBD.*

The CBD and the Protocol impose distinct²⁰ yet complementary PIC obligations.²¹ The CBD establishes the principle of PIC,²² while the Protocol implements it.²³ In fact, even the COP acknowledged that the Protocol must be harmonized with existing obligations under the CBD.²⁴ Accordingly, compliance with one cannot excuse non-compliance with the other.²⁵

¹⁷ CBD, art.2.

¹⁸ CBD, art.15(5).

¹⁹ VCLT, art.31(1); CBD, art.1.

²⁰ Greiber, n15, at 25.

²¹ Morgera, *Legal Studies on Access and Benefit-sharing*, MART. NIJH. PUBL. 304, 5 (2014); Secretariat, n9, at 113.

²² CBD, art.15(5).

²³ Protocol, art.6(1).

²⁴ CBD COP-NP, *Decision NP-5/1*, ¶1, U.N. Doc. COP/CBD/NP-5/1 (2024).

²⁵ Morgera, n21, at 94-95.

In the *Hoodia* Plant Case, commercialization without PIC²⁶ violated the CBD, even before the Protocol's adoption.²⁷ Similarly, Ridus' de-extinction project without Anecoyon's consent (R.18,30) breached the CBD's PIC requirement.

2. *Anecoyon never waived the PIC requirement.*

The CBD permits a PIC exception only when the country provider expressly waives it,²⁸ as seen in the Andean Community's mutual legislative waiver to allow access in exchange for equitable returns.²⁹

No such waiver exists. Anecoyon explicitly required PIC and issued no law or decision waiving it (R.18), making Ridus' continued utilization of the *Royal Panther* genetic resource a clear breach of the CBD.

C. THE LOAN IS NOT A VALID PIC UNDER BOTH THE CBD AND THE PROTOCOL.

To be valid under the CBD and the Protocol, PIC must: [1] constitute an affirmative act of a competent authority, [2] be informed as to the specific intended use of the genetic resource, and [3] be granted prior to any act of utilization.³⁰ While it is undisputed that the Loan was executed in 2009 (R.15), the Loan nevertheless fails to meet the first and second requirements.

1. *The Loan was a mere custodial transfer and not an authorization for utilization.*

The COP's Bonn Guidelines serve as the authoritative framework for implementing for PIC obligations.³¹ To constitute PIC, sovereign authorization expressly granting utilization is

²⁶ Vermeulen, *Contextualizing 'Fair' and 'Equitable'*, 12 LOCAL ENVTL 435, 423-436(2007).

²⁷ Wynberg, *Rhetoric, Realism, and Benefit Sharing*, 7J.WORLD INTELL. PROP 876, 875(2004).

²⁸ Bonn Guidelines on Access to Genetic Resources, at 29, U.N.Doc. UNEP/CBD/COP/6/20 (2002). [**"Bonn Guidelines"**]

²⁹ U.N., *Protecting and Promoting Traditional Knowledge*, at 270, U.N. Doc. UNCTAD/DITC /TED/10 (2004). [**"UNCTAD"**]

³⁰ Glowka, n14, at 80.

³¹ Bonn Guidelines, Part III.

required.³² To illustrate, Costa Rican law grants such authorization through access permits expressly allowing utilization of genetic resources.³³

Here, the Loan only granted temporary custody “for the purposes of education and scientific research” (R.15), not utilization, and thus did not authorize the de-extinction.

2. Any consent in the Loan was not informed as it did not contemplate the novel use of the Royal Panther genetic resource for de-extinction.

For consent to be informed, the country provider must know the specific intended use of genetic resource³⁴ based on complete information regarding its proposed utilization.³⁵ Mere access does not authorize extraction, sequencing, or manipulation of genetic material.³⁶ Informed consent requires clear disclosure of purpose, as illustrated in the *Jeevani* case where India’s *Kani* Community was properly informed of the intended development of a specific drug rather than general research.³⁷

In contrast, the Loan made no mention of de-extinction or genetic engineering and contemplated only exhibition or educational study (R.15).³⁸ Therefore, any consent under the Loan was uninformed because de-extinction was never contemplated nor disclosed.

II. ANECOYON’S REFUSAL TO CONSENT BASED ON ITS OBJECTIONS TO DE-EXTINCTION ALIGNS WITH THE CBD’S OBJECTIVES.

The CBD pursues three objectives: conserving biological diversity, ensuring the sustainable use of its components, and promoting the fair and equitable sharing of benefits from

³² Bonn Guidelines, at 28.

³³ UNCTAD, at 198.

³⁴ Greiber, n15, at 8.

³⁵ Bonn Guidelines, at 14.

³⁶ Bonn Guidelines, at 37.

³⁷ UNCTAD, at 287.

³⁸ Licata, *The Need of a Bioethical Perspective*, 91 ACTA BIOMEDICA 19, 4(2020).

the use of genetic resources.³⁹ Under CBD Article 15, each State has a sovereign right to determine the conditions of access to its genetic resources,⁴⁰ as long as restrictions do not run counter to the CBD's objectives.⁴¹

[A] Anecoyon lawfully exercised its sovereign discretion when it refused consent to the de-extinction of the *Royal Panther*. [B] This refusal is consistent with the CBD's objectives because the de-extinction project is not an environmentally sound use and undermines conservation objectives.

A. ANECOYON MAY LAWFULLY DENY ACCESS TO ITS GENETIC RESOURCES UNDER CBD ARTICLE 15(1).

Under the CBD, the authority to determine access to genetic resources rests with national governments and is subject to national legislation.⁴² This grants each State the discretion to decide when access may be allowed.⁴³ Clearly, the CBD does not compel States to grant access⁴⁴ and the authority to permit inherently includes the authority to decline, particularly where the proposed activity poses environmental or transboundary risks.⁴⁵ This right is reinforced by CBD Article 3 and the customary principle of permanent sovereignty over natural resources which affirm that States retain control over the use of resources within their jurisdiction.⁴⁶

³⁹ CBD, art.1.

⁴⁰ CBD, art.15.

⁴¹ CBD, art.15(2).

⁴² CBD, art.15(1).

⁴³ CASSESE, INTERNATIONAL LAW 88–89 (2001); SANDS, n1, at 519; Simmons, *On the Territorial Rights of States*, 11 JESP 321, 306 (2001).

⁴⁴ SANDS, n1, at 518-521.

⁴⁵ SANDS, n1, at 518-521; *Pulp Mills on the River Uruguay (Arg. v. Uru.)*, Judgment, 2010 I.C.J. 18, ¶204(Apr.20).

⁴⁶ CBD, art.3; Glowka, n14, at 26.

Here, Anecoyon exercised this sovereign authority by denying Ridus' request to use the *Royal Panther* genetic resource for de-extinction and by prohibiting such use through legislation (R.24-25). This refusal was undertaken with due diligence, shown by Anecoyon's formal communication of its objections and its effort to seek cooperation (R.18). In contrast, Ridus failed to conduct a transparent and consultative EIA (R.18-22,30,C.Q1). Anecoyon's decision was thus a lawful and precautionary exercise of sovereign discretion under CBD Article 15(1).

B. ANECOYON'S REFUSAL IS CONSISTENT WITH CBD ARTICLE 15(2).

The sovereign discretion in Article 15(1) allows access only for environmentally sound uses and prohibits restrictions contrary to the CBD's objectives.⁴⁷ Anecoyon's refusal both [1] rejects an activity that fails the threshold of environmentally sound use and [2] gives effect to the CBD's conservation objectives under Articles 8, 9, and 12.

1. *De-extinction is not an environmentally sound use.*

Article 15(2) obliges Parties to facilitate access to genetic resources only when their use contributes to, or at least does not undermine, the protection of biodiversity.⁴⁸ Interpreted in light of the CBD's objectives and COP guidance, environmental soundness requires scientific reliability, ecological compatibility, and precaution in the face of uncertainty.⁴⁹ De-extinction fails this test because it [a] reduces the long-term viability of species, [b] destabilizes ecosystems, and [c] enables a moral hazard that undermines conservation of existing biodiversity.

First, de-extinction impairs species' long-term viability and diminishes future use potential by altering their genetic identity.⁵⁰ CRISPR-based de-extinction creates LMOs rather than genuine

⁴⁷ CBD, art.15(2).

⁴⁸ Glowka, n14, at 76-77.

⁴⁹ CBD, pmb. & art.15(1); CBD COP, *Access and Benefit-Sharing*, ¶1(a), U.N.Doc. CBD/COP/DEC/IX/16B (2008).

⁵⁰ Carlin, *De-Extinction*, 33 STAN. ENVTL. L.J. 57, 28 (2013).

restorations of extinct species.⁵¹ The *Royal Panthers* produced by Ridus are hybrids derived from Cougar cells with only 15-20 edited genes (R.18,C.Q8), making them biologically distinct from the extinct *Puma roylali*. Such manipulation risks maladaptation and genetic defects,⁵² as illustrated by the failed 2003 de-extinction of the *Pyrenean ibex* whose sole offspring died minutes after birth.⁵³ By refusing similar experimentation, Anecoyon exercised responsible judgment consistent with environmental soundness.

Second, de-extinction threatens ecological balance by reintroducing artificial organisms into ecosystems that have evolved without them.⁵⁴ Projects like the *Woolly Mammoth* revival highlight how revived species that lack learned behaviors and ecological roles can destabilize habitats.⁵⁵ Similarly, releasing hybrid *Royal Panthers* after 6000 years of extinction (R.7) could disrupt predator-prey relationships and degrade ecosystems.⁵⁶

Third, de-extinction enables a moral hazard⁵⁷ incompatible with environmental soundness.⁵⁸ By implying extinction is reversible, such projects divert scarce conservation funding and weaken support for protecting threatened species.⁵⁹ In fact, Anecoyon explicitly warned against de-extinction redirecting resources away from genuine biodiversity protection (R.18).

⁵¹ Genovesi, *De-Extinction in Conservation*, 56 J. NAT. CONSERV. 3, 2 (2020).

⁵² IUCN, *Guiding Principles on Creating Proxies*, SPECIES SURVIVAL COMMISSION 22 (2016).

⁵³ Searle, *De-extinction in the Pyrenees*, 47 TRANS.INST.BR.GEOGR. 183, 173 (2014)

⁵⁴ Genovesi, n51, at 3.

⁵⁵ Novak, *De-Extinction*, 9 GENES 33, 2 (2018); Sideris, *De-Extinction* in EXTINCTION AND RELIGION 8 (Kidwell eds., 2024).

⁵⁶ Genovesi, n51, at 3.

⁵⁷ Redford, *Genetic Frontiers for Conservation*, IUCN 126, 46 (2019).

⁵⁸ CBD, art.15(2).

⁵⁹ IUCN, n52, at 3.

Given profound scientific uncertainty and potential irreversible harm, Anecoyon lawfully required that its genetic resources be used only in environmentally sound and conservation-consistent ways. Hence, de-extinction cannot qualify as an environmentally sound use.

2. *Anecoyon’s refusal upholds the CBD’s objectives under Articles 8, 9 and 12.*

A textual interpretation of the CBD’s conservation framework shows it is aimed at protecting existing biodiversity, not recreating long-extinct species.⁶⁰ CBD Article 2 defines “biological diversity” as the variability among living organisms and their ecological complexes,⁶¹ confirming that the CBD concerns extant and threatened life forms.⁶² Its references to “threatened species,” “rehabilitation of degraded ecosystems,” and “recovery of populations” presuppose living species capable of restoration.⁶³ Subsequent practice, particularly the GBF, reinforces this interpretation by prioritizing efforts to halt the extinction of known species and maintaining genetic diversity among viable populations.⁶⁴ Reviving a species extinct for 6,000 years therefore falls outside the CBD’s conservation mandate.

The CBD’s objective of conserving biodiversity is implemented through Articles 8, 9, and 12, which require States to protect ecosystems and viable populations (*in-situ*), complement these efforts through controlled *ex-situ* measures, and promote research consistent with conservation and sustainable use.⁶⁵ These provisions impose a duty of positive environmental governance on States

⁶⁰ CBD, art. 8,9&12.

⁶¹ CBD, art.2.

⁶² Ekardt, *Ambitious Biodiversity*, 35 ENV’T SCIS.EUR.26, 6 (2023).

⁶³ CBD, arts.8&9.

⁶⁴ VCLT, art.31(3)(a); CBD COP, *Kunming-Montreal Global Biodiversity Framework*, U.N.Doc. CBD/COP/15/L.25 (2022). [“**GBF**”]

⁶⁵ CBD, arts.8,9&12.

to prevent activities that threaten biodiversity and ensure that scientific innovation strengthens, rather than undermines, ecological integrity.⁶⁶

Exercising the precautionary principle reflected in the CBD,⁶⁷ Anecoyon anticipated and prevented potential harm from a novel biotechnology with uncertain ecological consequences and risks of transboundary impact.⁶⁸ In doing so, Anecoyon's refusal fulfilled this duty.

Anecoyon's legislation prohibiting the use of genetic resources for de-extinction (R.24) also implemented these conservation obligations by redirecting scientific and financial resources toward living species and functioning ecosystems. This prioritized halting extinctions and restoring habitats.⁶⁹ Finally, restricting genetic resources from speculative biotechnological use upholds Article 12's requirement that scientific research must advance conservation objectives.

Anecoyon's refusal therefore operationalized—not obstructed—the CBD.

III. DSI USED FOR DE-EXTINCTION CONSTITUTES “BIOTECHNOLOGY” WHICH TRIGGERS THE APPLICATION OF THE CBD AND THE PROTOCOL.

The CBD and its Protocol oblige States to ensure fair and equitable benefit-sharing from the utilization of genetic resources, including their use in biotechnology. CBD Article 2 defines “biotechnology” as “any technological application that uses [...] derivatives [of biological organisms], to make or modify products or processes for specific use.”⁷⁰

Determining whether the CRISPR-based de-extinction of the *Royal Panthers* constitutes biotechnology depends on its [A] textual, [B] contextual, [C] evolutionary, and [D] supplementary

⁶⁶ CBD, arts. 8&9; Ekardt, n62, at 5-7; Glowka, n14, at 26.

⁶⁷ CBD, pmb. & art.14(1); Glowka, n14, at 11.

⁶⁸ Simberloff, *Impacts of Biological Invasions*, 28 TRENDS ECOL.&EVOL. 58–66(2013).

⁶⁹ GBF, 144, §G ¶12(A).

⁷⁰ CBD, art.2.

interpretations. All of which confirm that biotechnology encompasses DSI-based de-extinction. Consequently, Ridus' use of DSI in de-extinction triggers the CBD's benefit-sharing regime.

A. A TEXTUAL INTERPRETATION OF BIOTECHNOLOGY IN THE CBD ENCOMPASSES DSI-BASED DE-EXTINCTION.

A textual interpretation begins with the ordinary meaning of a treaty's terms, read in context and in light of its object and purpose.⁷¹ Biotechnology under CBD Article 2 comprises: [1] any technological application [2] that uses derivatives [of biological organisms] [3] for the purpose of making or modifying products or processes for specific use. Each element is met by the use of DSI in CRISPR-based de-extinction, squarely placing such activities within the ordinary meaning of biotechnology under the CBD.

1. The phrase “any technological application” encompasses modern biotechnologies, including DSI.

The use of “any”⁷² in the definition of biotechnology denotes deliberate intention to cover both existing and future scientific techniques.⁷³ Biotechnology has evolved to include new forms of scientific application,⁷⁴ such as genetic engineering and sequencing.⁷⁵ Modern techniques, such as CRISPR,⁷⁶ rely on DSI to manipulate genetic material through digital means.⁷⁷ Accordingly, the CRISPR-based engineering of the *Royal Panther* is a technological application.

2. DSI, as a functionally equivalent representation of genetic material, qualifies as a derivative.

⁷¹ Territorial Dispute (Libyan Arab Jamahiriya/Chad), Judgment, 1994 I.C.J.Rep.6, ¶41.

⁷² *Any*, BLACK'S LAW DICTIONARY.

⁷³ CBD COP, *Possible Gaps and Overlaps*, ¶66, U.N.Doc. UNEP/CBD/COP/12/INF/12.

⁷⁴ Rankin, *Scoping Study on DSI on Genetic Resources*, at 10-11, UNEP-WCMC.

⁷⁵ Secretariat, n10, at 26.

⁷⁶ *Id.*

⁷⁷ AHTEG, *Fact-Finding*, ¶¶82&88, U.N.Doc. CBD/DSI/AHTEG/2018/1/3.

A “derivative” is defined as a “naturally occurring biochemical compound resulting from the genetic expression or metabolism of biological or genetic resources.”⁷⁸ The essence of a derivative lies in being a result of genetic expression, regardless of its form.⁷⁹ When this expression is digitized, it becomes DSI.⁸⁰ DSI retains the same genetic information as its biological material.⁸¹ For instance, DSI derived from endangered gorillas was still used to identify their genetic composition.⁸² Thus, even when isolated from its physical source, DSI preserves the information of the genetic resource without any alterations.⁸³

Similarly, the CRISPR-based recreation of the *Royal Panther* relied entirely on the uploaded DSI (R.31), yielding the same result as the original DNA. Hence, DSI functions as the digital equivalent of a biochemical derivative.

3. The application of DSI in de-extinction satisfies the requirement of specific use.

Within the CBD, DSI has driven innovations across sectors.⁸⁴ Using CRISPR, DSI guided the modification of Cougar cells to recreate the *Royal Panthers* for rewilding (R.16), clearly illustrating the use of DSI to modify organisms for a specific purpose and fulfilling the final element of biotechnology.

B. A CONTEXTUAL INTERPRETATION CONFIRMS THAT BIOTECHNOLOGY INCLUDES DSI-BASED PROCESSES.

⁷⁸ Protocol, art.2(e).

⁷⁹ Greiber, n15, at 70.

⁸⁰ Secretariat, at 2, Guide to the Cali Fund. [“**Cali Fund**”].

⁸¹ Association v. Myriad Genetics, 569 U.S. 576.

⁸² AHTEG, *Synthesis of Views on DSI*, at 3, U.N.Doc. CBD/DSI/AHTEG/2018/1/2/Add.1.

⁸³ Silvestri, *Genetic Resources*, 25 IEA 127,4.

⁸⁴ AHTEG, *DSI on Genetic Resource*, at 29, U.N.Doc.CBD/DSI/AHTEG/2020/1/3.

Interpreting a treaty's context requires reading the treaty as a whole, including [1] related agreements and [2] subsequent practice.⁸⁵

1. Related agreements to the CBD contemplate modern biotechnologies.

The CBD's context includes related agreements accepted by the Parties,⁸⁶ such as the Protocol and the CP.⁸⁷ These treaties clarify that the utilization of genetic resources encompasses biotechnology,⁸⁸ and that derivatives include informational outputs⁸⁹ like DSI. Since DSI represents digitalized genetic expression, its use in CRISPR-based engineering constitutes biotechnology. These instruments thus affirm that the CBD covers DSI-based and genome-editing technologies.

2. COP Decisions and State practice reflect a shared understanding that DSI is considered as biotechnology.

Subsequent practice⁹⁰ provides objective evidence of States' common understanding under a treaty.⁹¹ In the CBD's context, both COP Decisions and State practice affirm that DSI falls within biotechnology. COP Decisions acknowledged DSI as integral to modern biotechnology and prompted the establishment of a multilateral benefit-sharing mechanism.⁹² State practice reinforces this interpretation.⁹³ States, including Australia, China, and Costa Rica, have enacted legislation

⁸⁵ VCLT, art.31(2).

⁸⁶ ILC, *Draft Articles on the Law of Treaties*, 1966 Y.B.ILC, at 221. [“VCLT Commentary”]

⁸⁷ Protocol, at 1; CP, at 1

⁸⁸ Protocol, art.2(c); CP, art.3(i).

⁸⁹ AHOEWG, *Report of the Meeting*, ¶19, U.N.Doc. UNEP/CBD/WG-ABS/7/2.

⁹⁰ *Kasikili/Sedudu Island (Bots. v. Namib.)*, Judgment, 1999 I.C.J.Rep.1045, ¶49.

⁹¹ VCLT Commentary, art.27, ¶15.

⁹² CBD COP, *DSI on Genetic Resources*, U.N.Doc. CBD/COP/DEC/XIII/16; CBD COP, *Synthetic Biology*, U.N.Doc. CBD/COP/DEC/XIII/17; CBD COP, *Synthetic Biology*, U.N.Doc. CBD/COP/DEC/16/21; CBD COP, *DSI on Genetic Resources*, U.N.Doc. CBD/COP/DEC/16/2. [“CBD 16/2”].

⁹³ ILC, *Draft Conclusions on Subsequent Agreements*, 2018 Y.B. ILC, at 32.

treating DSI as equivalent to genetic resources.⁹⁴ Together, these demonstrate a consistent consensus that biotechnology under the CBD extends to DSI-based processes.

C. AN EVOLUTIONARY INTERPRETATION SUPPORTS THE INCLUSION OF DSI IN THE CBD'S DEFINITION OF BIOTECHNOLOGY.

An evolutionary interpretation permits treaties to be read in light of contemporary developments.⁹⁵ Since "biotechnology" is a generic term⁹⁶ and the CBD is a continuing treaty, its meaning must evolve with scientific progress. The negotiating history shows that the Parties anticipated biotechnological advances and chose open language rather than confining the definition to specific techniques.⁹⁷

An evolutive reading⁹⁸ is also necessary to uphold the CBD's objective of fair and equitable benefit-sharing.⁹⁹ The CBD's benefit-sharing mechanism, including CBD Decision 16/2, already account for DSI use and confirm that such technologies were contemplated within its evolving scope.¹⁰⁰

Further, since the CBD's adoption, international instruments have affirmed that biotechnology must adapt to scientific applications,¹⁰¹ including emerging DSI-based technologies.

⁹⁴ AHTEG, *Fact Finding Study*, annex A, U.N.Doc.CBD/DSI/AHTEG/2020/1/5.

⁹⁵ VCLT Commentary, at 222; Aegean Sea Continental Shelf (Grc. v. Turk.), Judgment, 1978 I.C.J.Rep.3, ¶77.

⁹⁶ *Kasikili/Sedudu Island*, ¶2 (Declaration of Judge Higgins).

⁹⁷ AHWGE, *Final Report*, ¶12, U.N.Doc. UNEP/Bio.Div/SWGB.1/5/Rev.1.

⁹⁸ Iron Rhine (Belg. v. Neth.), Award, 2005 P.C.A. Case No.2003-02, ¶80.

⁹⁹ CBD, art.1.

¹⁰⁰ CBD 16/2, annex.

¹⁰¹ VCLT, art.31(3)(c); European Commission, *Users Guide to European Regulation in Biotechnology*, Final Report (2004); International Treaty on Plant Genetic Resources for Food and Agriculture, 2400 U.N.T.S.303.

D. SUPPLEMENTARY MEANS OF INTERPRETATION AFFIRM THAT BIOTECHNOLOGY WAS INTENDED TO EVOLVE WITH SCIENTIFIC ADVANCEMENTS.

Supplementary means of interpretation, such as a treaty's preparatory work and the circumstances of its conclusion, may confirm a treaty's meaning.¹⁰² The CBD's *travaux préparatoires*¹⁰³ show that States recognized the rapid development of biotechnology and the need for cooperation¹⁰⁴ in monitoring its trends¹⁰⁵ in line with biodiversity conservation. The drafters thus contemplated biotechnology as a dynamic concept that is capable of adapting to future scientific and technological advancements.

The CBD's adoption alongside Agenda 21 further supports this interpretation.¹⁰⁶ Agenda 21 integrates modern and traditional biotechnologies within the sustainable development framework, recognizing emerging techniques that modify genetic material.¹⁰⁷

Together, these records confirm that the CBD was designed to evolve with scientific progress and ensure that biotechnology aligns with its scope and objectives.

IV. THE PARK IS A USER OF DSI ON GENETIC RESOURCES FOR PURPOSES OF CBD DECISION 16/2 AND IS ENGAGED IN COMMERCIAL ACTIVITY COVERED BY A SECTOR LISTED IN CBD DECISION 16/2.

The CBD and the Protocol require fair and equitable benefit-sharing from the utilization of genetic resources and their derivatives,¹⁰⁸ which includes DSI-based de-extinction. Decision 16/2

¹⁰² VCLT, art.32.

¹⁰³ *Border and Transborder Armed Actions (Nicar. v. Hon.)*, 1988 I.C.J.Rep.69, ¶37.

¹⁰⁴ AHWGE, n97, at 7.

¹⁰⁵ *Id.*

¹⁰⁶ U.N., United Nations Conference on Environment and Development, un.org/en/conferences/environment/rio1992.

¹⁰⁷ UNEP, *Agenda 21*, chap.16, U.N.Doc. A/CONF.151/26/Rev.1.

¹⁰⁸ CBD, arts.15(7)&19(2); Protocol, art.5.

operationalizes benefit-sharing obligations by establishing the multilateral mechanism known as the Cali Fund.¹⁰⁹ Under this Decision, entities that use or derive value from DSI must proportionally contribute to the Cali Fund.¹¹⁰

For benefit-sharing obligations to arise, an entity must: [A] qualify as a DSI-user and [B] engage in commercialization.¹¹¹ The Park meets both. Finally, the requirement of meeting financial thresholds is undisputed (R.45).

A. THE PARK IS A USER OF DSI AS IT ACQUIRES VALUE FROM DSI-DERIVED PRODUCTS.

Decision 16/2 establishes that entities deriving direct or indirect value from DSI are users who must share benefits.¹¹² Read with Protocol Article 2(c), which defines utilization of genetic resources to include “the application of biotechnology,”¹¹³ this framework extends to downstream entities (*i.e.*, subsequent users that operationalize biotechnology derived from DSI).¹¹⁴

Here, the Park qualifies as a user of DSI as shown by its [1] downstream application of DSI-derived *Royal Panthers* and [2] integration of these organisms into its exhibits from which it derives economic and reputational benefits.

1. The Park’s downstream application of DSI-derived products constitutes “utilization of genetic resources” within the meaning of the Protocol.

Under Protocol Article 2(c), “utilization of genetic resources” expressly includes “application,”¹¹⁵ confirming that utilization extends beyond research to encompass downstream

¹⁰⁹ CBD 16/2, annex ¶3.

¹¹⁰ *Id.*, ¶¶2&3.

¹¹¹ *Id.*

¹¹² CBD 16/2, annex ¶¶2&3.

¹¹³ Protocol, art.2(c).

¹¹⁴ Cali Fund, at 2.

¹¹⁵ Protocol, art.2(c).

use of DSI-derived products.¹¹⁶ This ensures that benefits arising from use of genetic resources are shared at all stages of the innovation chain, not only at the point of sequencing.¹¹⁷

A DSI-derived product spans the continuum from data to tangible outcomes created through utilization, such as genetically engineered organisms, molecular tools, and vaccines.¹¹⁸ Similarly, the CRISPR-engineered *Royal Panthers* (R.31-32) are living outputs of DSI utilization that fall within the CBD's conceptualization of DSI-derived products.

Here, the Park exhibits (R.33) and advertises *Ixchel* and *Itzamna* as its premier attraction (C.Q5). By incorporating them into its operations, exhibitions, and promotions, the Park applies biotechnology. These acts constitute utilization of genetic resources,¹¹⁹ thereby placing the Park within the DSI value chain under the CBD.

The contractual sequence of Ridus with Salols Co. and the Park (R.29,33) further underscores the Park's downstream role.¹²⁰ Ridus extracted and digitized the *Royal Panther* genome (R.16), commissioned Salols Co. to engineer *Ixchel* and *Itzamna* using CRISPR (R.31), and later authorized the Park to display and monetize them (R.33). The linked stages reflect a continuous transfer of DSI-derived value.¹²¹ As the final link, the Park operationalizes DSI-derived biotechnology and therefore qualifies as a user under Decision 16/2.

2. *By deriving economic and reputational benefits from the exhibition of DSI-derived Royal Panthers, the Park qualifies as a user.*

¹¹⁶ Cali Fund, at 2.

¹¹⁷ AHTEG, *Multilateral Mechanism*, ¶13, U.N.Doc. CBD/WGDSI/2/INF/1 (2024).

¹¹⁸ Scholz, *Multilateral Benefit-Sharing*, 13(1)NAT.COMMC'N.5, 4(2022); Arita, *Data Sovereignty*, 24 DATA. SCI.J.5, 3 (2025).

¹¹⁹ AHTEG, n117, ¶14.

¹²⁰ AHTEG, n117, ¶11.

¹²¹ AHOEWG, *Executive Summary of Decision 15/9 on DSI*, ¶14 U.N.Doc. UNEP/CBD/WGDSI/2/INF/1 (2024).

A reading of Decision 16/2¹²² clarifies that user status is determined not by whether an entity directly manipulates DSI, but by whether it gains economic or reputational benefit from its use.¹²³ Hence, “user” must be interpreted in functional terms to include all entities in the entire DSI value chain¹²⁴ obtaining commercial, reputational, or operational benefits from DSI utilization.¹²⁵ This affirms that benefit-sharing obligations are tied to the utilization of genetic resources rather than to the actor performing it.¹²⁶ Here, the Park clearly derives economic and reputational benefits from its use of DSI-derived panthers.

First, the Park derives direct economic benefit from the exhibition of DSI-derived *Royal Panthers*. Economic benefit arises when an entity receives direct monetary gain from the use of DSI-derived products.¹²⁷ In addition to a \$119 entrance fee, the Park charges \$40 per visitor to observe *Ixchel* and *Itzamna*, generating \$4 million within a year (R.34). With constant demand, this amount will further accumulate to increase the Park’s annual sales of \$130 million (R.45). Even if portions of this revenue are allocated to animal care, Decision 16/2 does not condition benefit-sharing on profit retention but on benefit derivation.¹²⁸ The Park’s financial gains from DSI-based exhibits therefore constitute economic benefit.

Second, the Park’s reputation has significantly increased since the exhibition of *Ixchel* and *Itzamna*, which it markets as the world’s first display of de-extinct species (C.Q5). Following their introduction, the Park experienced heightened media and public interest, strengthening its standing as a wildlife institution (R.33-35). Such reputational gains translate into indirect economic

¹²² CBD 16/2, annex ¶¶2&3.

¹²³ AHOEWG, n121, at 3&11.

¹²⁴ CBD 16/2, preamble.

¹²⁵ AHTEG, n94, at 8, ¶1.3.3.

¹²⁶ Protocol, art.15; CBD, art.15(1).

¹²⁷ Protocol, annex.

¹²⁸ CBD 16/2, annex ¶3.

benefits, such as increased support and greater funding contribution.¹²⁹ Clearly, the Park qualifies as a user under Decision 16/2 as it acquires both direct and indirect economic value from the DSI-derived panthers.

B. THE PARK IS ENGAGED IN COMMERCIAL ACTIVITY WITHIN A SECTOR LISTED IN CBD DECISION 16/2.

Monetary benefit-sharing obligations are imposed on users when they are engaged in commercial activities.¹³⁰ Enclosure I of Decision 16/2 provides an indicative list of sectors that may benefit from such use.¹³¹

Here, the Park engages in commercial activity as its operations fall squarely within either the [1] Biotechnology and [2] Animal Breeding Sectors. Further, [3] Ridus cannot apply CITES to classify the Park as non-commercial.

1. *The Park falls under the Biotechnology Sector.*

Enclosure I identifies Biotechnology as a sector that may benefit directly or indirectly from DSI use.¹³² Biotechnology broadly covers scientific innovation and subsequent commercialization of DSI-based products.¹³³ De-extinction, as a modern form of biotechnology involving genetic engineering and cloning, clearly falls within this sector.¹³⁴

Here, the Park's exhibition of the CRISPR-engineered *Royal Panthers* (R.33) produced through the manipulation of the *Royal Panther* genome (R.31) constitutes subsequent commercialization of DSI-derived biotechnology. By displaying and monetizing these living

¹²⁹ Maia, *COP-16 Decision 16/2*, 16(14) GLOB. POL'Y 761, 758 (2025).

¹³⁰ CBD 16/2, annex ¶3.

¹³¹ CBD 16/2, enclosure I.

¹³² *Id.*

¹³³ CBD, art.2; CBD COP, *Compilation of Draft Decisions*, Enclosure D(a), U.N.Doc. CBD/COP/16/2.

¹³⁴ Valdez, *Anticipating Risks*, 6(2) J. RESP. INNOV. 231,211.

outputs of genetic engineering (R.34-35), the Park operationalizes biotechnology for economic gain and consequently engages in the commercialization of DSI-based products.

2. *The Park's captive breeding of CRISPR-engineered Royal Panthers also falls within the Animal Breeding Sector.*

Enclosure I also lists the Animal Breeding Sector.¹³⁵ This covers a wide range of activities, including genetic improvement, health monitoring, and selective reproduction,¹³⁶ which rely on DSI to sustain or enhance animal populations. For instance, the EU SmartCow Project integrates DSI to assess health and feed efficiency traits through data-driven monitoring.¹³⁷

The Park's operations clearly align with this sector. It maintains an active captive breeding program, modeled after the Association of Zoos and Aquariums' Species Survival Plan (C.Q4) and funded by revenue from the *Royal Panther* exhibition (R.35). Through this program, the Park channels proceeds from DSI-derived organisms toward breeding and conservation, thereby operationalizing DSI for species propagation and management consistent with the objectives of the Animal Breeding Sector.

By combining DSI-based biotechnology with breeding and exhibition activities for revenue generation, the Park operates within the Animal Breeding Sector. Consequently, its activities trigger benefit-sharing obligations.

3. *Ridus cannot rely on CITES in determining commercial use.*

The CITES only regulates trade of species listed under its Appendices.¹³⁸ Relevantly, the *Royal Panthers* are not listed under any CITES Appendix (R.41), rendering CITES inapplicable.¹³⁹

¹³⁵ CBD 16/2, enclosure I.

¹³⁶ AHTEG, n117, 41-42.

¹³⁷ Dewhurst, SmartCow, Addressed at the EU's Horizon 2020 Research Programme.

¹³⁸ CITES, art. II.

¹³⁹ CITES, appendix I.

Hybrid listings apply only when at least one parent species is listed¹⁴⁰ and forms a stable wild population.¹⁴¹ While the Cougar is listed,¹⁴² the hybrids of the extinct *Royal Panther*¹⁴³ and the Cougar (R.31) do not form a stable wild population as only two exist in captivity.¹⁴⁴ Therefore, CITES is still inapplicable.

Even if CITES is applicable, the Park remains commercial as the zoological exemption applies only to specimens not displayed for economic benefit.¹⁴⁵ The Park's paid exhibitions and marketing campaigns directly yield economic and reputational gains.¹⁴⁶ Hence, reference to CITES cannot exempt the Park from the CBD's benefit-sharing obligations.

¹⁴⁰ CITES, *Definition of primarily commercial purposes*, art.I(b), Conf. Res.5.10 (2022) [**Conf. 5.10**]; CITES, *Definition of animal hybrids*, 1(b) Conf. Res.10.17 (Rev. CoP14) (1997), [**Conf. 10.17**].

¹⁴¹ CITES, *Animal Hybrids*, Conf. Res. Amend. 10.17, ¶1(a), Doc.11.49. (2000).

¹⁴² CITES, appendix I.

¹⁴³ Mallet, *Hybridization as an Invasion of the Genome*, 20(5) CELL PRESS 237, 2&230; Conf. 10.17., at 1.

¹⁴⁴ Vath, *Minimum viable population*, 5.10 ENCYC. BRITANNICA, 1(b) (2025).

¹⁴⁵ Conf. 5.10., annex (e).

¹⁴⁶ *Supra* Part IV.A.2.

CONCLUSION

For the aforementioned reasons, Anecoyon respectfully prays that this Court:

- I. **DECLARE** that Ridus' conduct violated the PIC provisions of the CBD and the Nagoya Protocol, to the extent they are applicable;
- II. **DECLARE** that Anecoyon's refusal to consent based on its objections to de-extinction aligns with the CBD's objectives;
- III. **DECLARE** that DSI used for de-extinction activities is "biotechnology" for purposes of the CBD and the Nagoya Protocol; and,
- IV. **DECLARE** that the Sidney Animal Park is a user of DSI on genetic resources for purposes of CBD Decision 16/2 and that the Sidney Animal Park is engaged in commercial activity covered by a sector currently listed in CBD Decision 16/2.

Respectfully submitted,

AGENTS FOR THE APPLICANT