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30th STETSON INTERNATIONAL ENVIRONMENTAL MOOT COURT COMPETITION, 2026

BEFORE THE INTERNATIONAL COURT OF JUSTICE

AT THE PEACE PALACE

THE HAGUE, NETHERLANDS

THE CASE CONCERNING

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

ANECOYON

(APPLICANT)

v.

RIDUS

(RESPONDENT)

MEMORIAL FOR THE APPLICANT

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LIST OF ABBREVIATIONS

¶	Paragraph
PIC	Prior Informed Consent
CBD	Convention on Biological Diversity
NP	Nagoya Protocol
RP	Royal Panther
DSI	Digital sequence information
CRISPR	Clustered Regularly Interspaced Short Palindromic Repeats
SAP	Sidney Animal Park
VCLT	Vienna Convention on the Law of Treaties
DNA	Deoxyribonucleic acid
ABS	Access and Benefit-sharing
GR	Genetic Resources
CITES	Convention on International Trade in Endangered Species of Wild Fauna and Flora
ARSIWA	Articles on State Responsibility for Internationally Wrongful Acts
WTO	World Tourism Organization

QUESTIONS PRESENTED

I. WHETHER RIDUS' CONDUCT COMPLIED WITH OR VIOLATED, TO THE EXTENT THEY ARE APPLICABLE, THE PRIOR INFORMED CONSENT PROVISIONS OF THE CBD AND THE NAGOYA PROTOCOL; AND

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, DIGITAL SEQUENCE INFORMATION (DSI) USED FOR DE-EXTINCTION ACTIVITIES IS "BIOTECHNOLOGY" FOR PURPOSES OF THE CBD AND THE NAGOYA PROTOCOL; AND

IV. 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 A COMMERCIAL ACTIVITY COVERED BY A SECTOR CURRENTLY LISTED IN CBD DECISION 16/2.

STATEMENT OF JURISDICTION

In accordance with Article 40, paragraph I of the Statute of the International Court of Justice, Anecoyon and Ridus have submitted a dispute regarding the *Questions Relating to Prior Informed Consent and Benefit Sharing in the Context of De-extinction* to the Court. By Special Agreement, both parties have agreed to submit their dispute to the Registrar of the Court through a Joint Notification on 14 July 2025. The Registrar of the Court acknowledged the receipt of the Joint Notification and addressed a formal notice to the parties on 28 July 2025. Accordingly, Anecoyon and Ridus have accepted the jurisdiction of the Court under Article 36 (1) of its Statute and requested it to adjudicate the dispute in accordance with international law, including all applicable treaties.

Both parties have agreed to respect and abide by the decision of the Court.

STATEMENT OF FACTS

Background

Anecoyon and Ridus, formerly provinces of the Kingdom of Mammuthus, gained independence from the Kingdom in 1914 and share a border along the Incilius River. The extinct Royal Panther (RP) once inhabited both territories, and the best preserved fossil found in Anecoyon in 1901 was loaned to Ridus' National Museum ('the Museum') in 2009 for "education and scientific research".

Case

In 2022, the Museum extracted DNA from the fossil to generate Digital Sequence Information (DSI) for a de-extinction project. Anecoyon objected, claiming its Prior Informed Consent (PIC) was required, as the country of origin. Ridus argued the fossil predated the Nagoya Protocol (NP) and fell within the loan's research authorization. Negotiations failed.

In 2023, Anecoyon banned the use of its genetic resources for de-extinction and demanded the fossil's return. Despite this, two engineered animals were born in December 2024. Ridus considers them RPs; Anecoyon does not. They are housed at the non-profit Sidney Animal Park (SAP), which charges visitors extra fees to fund their care.

Anecoyon later claimed that Ridus and SAP must contribute to the Cali Fund under Convention on Biological Diversity's (CBD) Decision 16/2. Ridus denied this, asserting the Park is not a DSI user and that the Decision does not apply.

SUMMARY OF ARGUMENTS

A. RIDUS VIOLATED THE PIC AND ANECOYON'S REFUSAL TO CONSENT IS NOT CONTRARY TO THE CBD'S OBJECTIVES.

First, Anecoyon is the country of origin of the RP and, consequently, holds sovereign rights over the resource's access and utilization, pursuant to Article 15(1) of the CBD. Ridus violated PIC (CBD Art. 15(5) and NP Art. 6) by extracting the DNA and proceeding with the de-extinction project without Anecoyon's authorization. The 2009 loan agreement, strictly limited to "education and scientific research purposes," cannot be considered valid PIC for a de-extinction initiative, as it materially exceeds the defined scope and purpose. Ridus' conduct is inconsistent with, and violates the principles of estoppel, and acquiescence, which preclude Ridus from denying Anecoyon's sovereignty over the resource.

Second, Anecoyon's national legislation and its objection to the de-extinction project are legitimate and consistent with the CBD's objectives, whereas Ridus' initiative is not. The de-extinction project does not promote biodiversity conservation and the process results in the creation of a genetically restricted population, which fails to meet CBD requirements for maintaining viable and resilient populations. Furthermore, the reintroduction of an extinct species constitutes a violation of the precautionary principle, as it leads to ecological risks, imposing on Ridus an obligation to adopt preventive measures, which it failed to do.

B. RIDUS AND THE SIDNEY ANIMAL PARK (SAP) MUST COOPERATE WITH FAIR AND EQUITABLE BENEFIT-SHARING (BS).

The de-extinction process clearly falls within the definition of "Biotechnology" and "Utilization of Genetic Resources" (CBD Art. 2 and Nagoya Protocol Art. 2). The DSI generated and used in these activities is therefore subject to the Access and Benefit-Sharing (ABS) regime.

Moreover, the SAP is a "DSI user" for the purposes of CBD Decision 16/2, as it derives substantial monetary profits and non-monetary gains directly linked to the utilization of biotechnology. The SAP operates as a Safari Park and is classified under various International Standard Industrial Classification of all Economic Activities (ISIC) sectors that benefit from

the use of DSI/genetic resources. Consequently, Ridus and the SAP are obligated to cooperate with ABS (CBD Art. 15 and Nagoya Protocol Art. 5), and must contribute financially to the Cali Fund under the Multilateral Mechanism.

ARGUMENTS

A. RIDUS VIOLATED THE OBLIGATION OF PRIOR INFORMED CONSENT (PIC)

A1. RIDUS VIOLATED THE PIC PROVISIONS OF THE CBD AND THE NAGOYA PROTOCOL

1. The best preserved fossil was found in Anecoyon

The best-preserved fossil of the RP was found within Anecoyon's territory, as stated in paragraph 6 of the Record. According to Article 15 of the CBD, States have sovereign rights over their natural resources, and the authority to determine access to genetic resources (GR) rests with national governments.

Under Article 2 of the CBD, Anecoyon is the country providing GR because the fossil was collected *in situ* within its territory. Interpreted in light of the CBD's object and purpose, as required by Article 31 of the Vienna Convention on the Law of Treaties (VCLT), this means Anecoyon retains authority over access to the genetic material derived from the fossil. Therefore, even if the fossil was loaned to Ridus,[1] the extraction and use of the RP's DNA for a de-extinction project without explicit authorization violates the PIC provisions of the CBD and the NP.

1.1. Anecoyon is the country of origin of the genetic resources

Anecoyon must be recognized by this Court as the country of origin of the GR related to the RP. Such recognition is grounded in the CBD and its definition of "country of origin of

[1] Record ¶ 15

genetic resources." Ridus claims that the definition does not apply to extinct species, which misinterprets the Convention.

According to Article 2 of the CBD, the origin of GR is determined by where they were found and possessed *in situ* at the time of collection. In this case, the Record shows that the RP fossil was discovered within the territory that today forms Anecoyon, which at that time was a province of the Kingdom of Mammuthus. After the separation of the two States, Anecoyon's continued possession and control over the fossil were never contested. Therefore, the genetic material was both collected and possessed *in situ* in what is now Anecoyon, and that historical fact establishes the country of origin under the CBD.

The *in situ* definition provided by the CBD refers to the place where the specimen was found. Here, the specific specimen at issue was discovered within Anecoyon's territory, and its sovereignty over that resource should not be questioned.

Ownership of the fossil was clear and undisputed when Ridus requested to borrow it. The very fact that Ridus needed to ask for a loan demonstrates that it recognized Anecoyon as the owner and provider of the resource. Therefore, Ridus' later refusal to acknowledge Anecoyon's position and contribution is incompatible with the obligations undertaken.

Ridus' conduct is internally inconsistent: it first sought permission to use Anecoyon's GR, thereby recognizing Anecoyon's sovereignty over the fossil, and later attempted to argue that Anecoyon is not the country providing the resources. Such inconsistency violates the principle of *estoppel* that prevents a State from contradicting its previous statements, actions, or established legal facts, especially when such contradictions would harm another State that acted in good faith based on the initial conduct.[2]

Similarly, Ridus' prolonged silence regarding any alleged right over the fossil demonstrates *acquiescence*. The fossil has remained in Anecoyon's territory for more than a century, during which Ridus never formally or informally claimed sovereignty over it. That

[2] Delimitation of the Maritime Boundary in the Gulf of Maine Area (Can./U.S.), 1984 I.C.J. 246 (Oct. 12)

long inaction constitutes tacit acceptance of Anecoyon's sovereignty, and Ridus should not now be permitted to deny it.

This argument finds support in the *Delimitation of the Maritime Boundary in the Gulf of Maine Area (Canada/United States)* case, where the International Court of Justice affirmed that *estoppel* and *acquiescence* are fundamental to the principle of good faith in international law. The Court described *acquiescence* as implied acceptance inferred from a State's conduct, and *estoppel* as the rule that prevents a State from contradicting a position it has already adopted through its words or actions.

These principles apply directly to the present case. Ridus' formal request to borrow the RP fossil, explicitly recognizing Anecoyon's ownership and sovereignty, constitutes a clear act of recognition; its subsequent contradiction triggers *estoppel*. Likewise, Ridus' century-long silence and lack of any claim over the fossil amounts to *acquiescence*, representing tacit acceptance of Anecoyon's sovereignty that cannot now be undone.

In conclusion, the Record and applicable international principles show that Anecoyon is both the rightful possessor and the country of origin of the RP's GR. Ridus' conduct breaches *estoppel*, while *acquiescence* is evidenced by the fact that Anecoyon's sovereignty and the resource's location were never contested.

2. Ridus did not comply with PIC

Anecoyon is the country of origin of the RP fossil's genetic resources, meaning it holds those resources *in situ* under Article 2 of the CBD. Consequently, Articles 15 of the CBD, recognizing the sovereign rights of States over their natural resources, and 6 of the NP explicitly provides that access to GR shall be subject to the PIC of the Contracting Party providing such resources.

Furthermore, the UN General Assembly (UNGA) resolution of 1962 establishes the right of nations to permanent sovereignty over their wealth and natural resources, which must be exercised in the interest of their national development and the well-being of the people of the State in question. Therefore, any access or utilization of GR originating from Anecoyon,

which includes the DNA extraction from the RP fossil, can only occur with Anecoyon's authorization.[3]

Ridus reliance on Article 11 of the NP, which addresses transboundary species,[4] is misplaced since this provision does not eliminate the obligation of PIC under Article 6 of the NP and simply promotes cooperation between States. Since the RP fossil used by Ridus originated from Anecoyon's territory, Anecoyon remains the country of origin of GR.

2.1. Ridus violated article 6 of the Nagoya Protocol

Ridus violated Article 6 of the NP by extracting, sequencing, and using DNA from Anecoyon's fossil without obtaining Anecoyon's PIC. Ridus' contention that the NP is not applicable because the 2009 loan predated the Protocol's entry into force is unfounded, as all relevant acts of utilization, including the extraction, sequencing, publication of DSI, occurred in 2022, at a time when Ridus was a Party to the Protocol.[5] Thus, Ridus could not lawfully proceed with the utilization of GR without first obtaining Anecoyon's PIC.

For instance, a comparable dispute arose when Dutch researchers sent a virus sample to the Erasmus Medical Center (EMC), although the Saudi Ministry of Health had not authorized the sharing of the MERS-CoV virus. Dutch researchers isolated the virus, sequence its genome, publish the data, and later apply for a patent. Saudi Arabia objected, arguing that the patent violated its sovereign rights, as no PIC had been obtained and the sample had been used without consent. While the case did not lead to a definitive legal ruling, during the 2013 World Health Assembly, Director-General Margaret Chan publicly criticized EMC's actions and expressed support for Saudi Arabia.[6] The incident underscored the need to respect PIC procedures and reinforced GR must not be used without formal authorization.

Similarly, Ridus actions, such as isolating and sequencing the RP's DNA, publicly disseminating its DSI, and using it through CRISPR to recreate and commercially exploit the species, constitute clear "utilization of genetic resources" under Article 2(c) of the Nagoya

[3] CBD Art. 2 (C).
[4] Record ¶ 21
[5] Record ¶16
[6] Katharina Kummer Peiry, Restricting Access to Pathogen Samples and Epidemiological Data: A Not-So-Brief History of "Viral Sovereignty" and the Mark It Left on the World, (2011).

Protocol. Because these activities involved biotechnology and downstream commercial use, PIC was legally required. Ridus' failure to obtain Anecoyon's authorization therefore constitutes a manifest breach of Article 6.

2.2. Ridus violated article 15 of the CBD

The principle of States' sovereignty over their natural resources, including genetic material, is firmly established in international environmental law, reinforced by the UNGA, and is expressly reaffirmed by Article 15(1) of the CBD.

Article 15 (5) of CBD expressly requires that access to GR be subject to PIC of the country providing those resources, a part played by Anecoyon in the present case.

However, Ridus failed to obtain PIC as required by the CBD. Therefore, its actions constitute a violation of international obligations regarding PIC under the CBD.

2.3. The loan agreement is not considered PIC

As previously stated, Anecoyon loaned the best-preserved RP fossil to the National Museum of Ridus for a period of 20 years. The agreement specified that the loan was "for the purposes of education and scientific research."

Ridus argues that such consent was validly obtained for their project as the agreement expressly permitted "scientific research" and mapping the genome of the RP qualifies as such.[7]

Nevertheless, the de-extinction project goes beyond the conventional scope of education and scientific research contemplated by the agreement, as will be developed below. Therefore, the loan cannot be considered as PIC for the fossil's use beyond the defined purposes.

2.3.1 The fossil was not being used for the purposes of education and scientific research

[7] Record ¶ 21

The loan of the RP fossil to the National Museum of Ridus was limited "for the purposes of education and scientific research". Under Article 12 of the CBD, Contracting Parties are encouraged to promote scientific research, but only when it contributes to the conservation and sustainable use of biodiversity. De-extinction, however, goes beyond this scope, as it involves the artificial recreation of an extinct species through genetic manipulation, rather than research directed at conservation itself.

Interpreting the loan agreement in accordance with Article 31 of the VCLT, its terms must be understood in light of their ordinary meaning and the treaty's object and purpose. The understanding of "scientific research" in light of the CBD refers to activities that advance conservation goals.

In the present case, Ridus' de-extinction project is contrary to this interpretation as it is a project that disrupts ecosystems and introduces alien species.[8] Therefore, Ridus' de-extinction project cannot be covered by the consent originally granted for educational and scientific purposes, since the effects of de-extinction are not in accordance with the meaning attributed to "scientific research" in the CBD.

2.3.2 The de-extinction project was not contemplated by the loan

The 2009 loan expressly authorized use of the fossil for "education and research." The trajectory from a limited custodial loan to full-scale de-extinction represents a qualitative shift in the nature and purpose of utilization. Under the Bonn Guidelines,[9] competent authorities may set specific requirements for PIC, including the intended purpose and scope of access; none of those requirements were contemplated or fulfilled by the 2009 loan.

It is therefore unreasonable to read an authorization for "education and research", activities understood as learning, academic investigation, capacity-building, and non-commercial study, as consent for a commercial de-extinction project.[10] De-extinction is an interventionist, commercially oriented technological enterprise that involves genetic

[8] This topic will be addressed in section 4.1
[9] Conference of the Parties to the CBD, Decision VI/24, Access and Benefit-Sharing as Related to Genetic Resources, ¶ 36 (Apr. 7–19, 2002).
[10] The commercial approach of the de-extinction will be detailed in section B.

reconstruction, cloning, and other applications of biotechnology and not an incremental extension of curatorial research.[11]

No mutually agreed terms existed between Anecoyon and Ridus regarding sequencing, genetic engineering, or the commercial exploitation of de-extinction products. The Clarifications (Question 13) further confirm that the 2009 loan did not authorize any commercial use of the fossil or its derivatives, including the display and sale of animals produced from that material.

The Record also establishes that Anecoyon expressly disavowed any consent extending to de-extinction and, in December 2023, adopted national measures restricting such activities. This objection demonstrates that Anecoyon neither contemplated nor authorized the utilization path later pursued by Ridus. Consequently, Ridus' later actions cannot be justified by the limited authorization in the 2009 loan, which evidently did not contemplate the de-extinction project.

A2. ANECOYON'S REFUSAL TO CONSENT BASED ON ITS OBJECTIONS TO DE-EXTINCTION IS NOT COUNTER TO THE CBD'S OBJECTIVE

1. Anecoyon's national legislation is consistent with the objectives of the CBD.

Ridus argues that denying access based on objections to de-extinction is counter to the CBD's objective. However, the CBD determines in its Article 15 that access to GR rests with the national governments and is subject to national legislation.[12] Therefore, Anecoyon is trying to abide by the CBD's objectives while Ridus' de-extinction project does not comply with them.

2. De extinction is not in accordance with CBD's objective

[11] OECD, Frascati Manual ¶¶ 2.5–2.12; UNESCO, Recommendation on Science and Scientific Researchers ¶¶ 14–15.
[12] CBD art. 15.

Ridus acts in complete disregard of the objectives of the CBD: (i) the conservation of biological diversity; (ii) the sustainable use of its components; and (iii) the fair and equitable sharing of benefits arising from the utilization of GR.[13]

Ridus stated that de-extinction offers an opportunity to reverse the wrongs of the past and can be instrumental to rewilding.[14] However, considering that this extinct species can be reintroduced into the wild and come into contact with other species, some points need to be noted.

2.1. De-extinction does not promote biodiversity conservation

By contrast to the objectives of the CBD, Ridus de-extinction project has the potential to impair biodiversity. According to Article 6 (b) of the CBD, Parties shall develop national strategies, plans or programmes for the conservation and sustainable use of biological diversity or adapt for this purpose existing strategies, plans or programmes, as well as promote the maintenance of viable populations of species in their natural surroundings, in accordance with article 8 (d) of the CBD.

For instance, empirical data from successful conservation translocations, such as the *Leontopithecus rosalia* reintroduction in Brazil, which restored a self-sustaining wild population of over 3,000 individuals from fewer than 200 through careful ecological management, demonstrates that full population recovery depends on maintaining heterozygosity and adaptive potential.[15]

Here, Ridus' project relies on biotechnological speculation that seeks to transcend the natural boundaries of extinction, unlike popular conservation strategies compatible with the scope of the convention, such as conservation translocation.[16]

Ridus' project, on the other hand, creates severe genetic bottlenecks, reduces heterozygosity, and undermines the maintenance of viable populations, thereby impairing long-

[13] CBD art. 1.
[14] Record, ¶ 19.
[15] See M.C.M. Kierulff et al., The Golden Lion Tamarin (Leontopithecus rosalia): a Conservation Success Story, 46 Int'l Zoo YB 36, 36–45 (2012).
[16] IUCN/SSC, Guidelines for Reintroductions and Other Conservation Translocations 2013, at 1 (defining "Conservation translocation").

term adaptation to climate and environmental changes. Therefore, this de-extinction initiative insults the objectives of the convention, since instead of being a program capable of conserving biological diversity, it poses a great risk to the environment.

The concept of viable populations emphasizes the importance of genetic variability and effective population size to ensure long-term adaptability and ecological function.[17] In this case, Ridus' project departs sharply from scientific standards. The RP population consists of only two laboratory-created individuals derived from a single fossil, making it biologically unviable and evolutionarily fragile. Consequently, reintroducing such a de-extinct species creates ecological instability and evolutionary weakness, contradicting the CBD's aim of maintaining viable populations and protecting existing biodiversity.

3. The introduction of extinct species is harmful to the ecosystem

3.1. Ridus did not comply with the precautionary principle

The introduction of the RP constitutes a violation of the precautionary principle, a fundamental standard of international environmental law. Principle 15 of the Rio Declaration on Environment and Development establishes that the precautionary approach shall be widely applied by States, therefore lack of full scientific certainty shall not be used as a reason for postponing cost-effective measures to prevent environmental degradation.

This principle imposes a duty that is both preventive and proactive: States must implement measures to avoid foreseeable harm where there is potential for damage, even in the absence of complete scientific certainty.[18]

The Ridus Project, aimed at resurrecting and introducing the RP, a species extinct for approximately 6,000 years, directly engages the precautionary principle. Ecological communities in Anecoyon and Ridus have experienced profound biotic and abiotic transformations since the disappearance of the RP from regional ecosystems. The

[17] M. L. Shaffer, Minimum Population Sizes for Species Conservation, 31 BioScience 131, 131–134 (1981).
[18] Rio Declaration on Environment and Development, Principle 15, U.N. Doc. A/CONF.151/26 (Vol. I) (1992)

reintroduction of a taxon absent for millennia is analogous to the introduction of an alien species into a contemporary ecosystem. In this sense, the CBD defines an alien species as

> "a species, subspecies or lower taxon introduced outside its natural past or present distribution"

and qualifies as invasive any alien species whose introduction or spread threatens biological diversity. Given the extended absence of the RP from current ecological networks, its reintroduction presents risks similar to those associated with invasive taxa.

These ecological risks are significant: the RP may lack natural predators, enabling uncontrolled population growth; outcompete or prey on native species; introduce novel pathogens; and hybridize with related taxa, undermining genetic integrity. Together, these effects threaten biodiversity, ecosystem functioning, resilience, and communities dependent on ecosystem services.[19]

A historical example illustrates these risks. The introduction of the giant African snail (*Achatina fulica*) into Brazil during the late 1980s, initially intended for human consumption, rapidly escalated into an invasive outbreak with significant ecological, agricultural, and public health consequences. The absence of effective predators, combined with its prolific reproduction, allowed the species to form dense populations, damage crops and native vegetation, and serve as an intermediate host for zoonotic parasites. This case demonstrates that even well-intentioned introductions can result in unanticipated and widespread harm.

Therefore, the Ridus Project clearly meets the conditions for applying the precautionary principle. Ridus authorized the extraction of ancient genetic material, produced DSI, released the genome, contracted a private entity to engineer living panthers, and publicly displayed them in a commercially accessible zoo. These actions increased the risks of ecological release, genetic leakage, and transboundary impacts. The lack of full scientific certainty about long-term ecological effects does not absolve Ridus; it instead strengthens the duty to adopt strict protective measures to prevent serious or irreversible harm.

[19] Britt Wray, Rise of the Necrofauna: The Science, Ethics, and Risks of De-Extinction 8 (Greystone Books 2017).

Accordingly, resurrecting and displaying the RP without adequate safeguards violates Principle 15 of the Rio Declaration and the CBD, meaning Ridus' actions are unlawful and require remedial measures.

B. RIDUS SHOULD COOPERATE WITH THE BENEFIT SHARING

B1. DSI USED FOR DE-EXTINCTION ACTIVITIES IS BIOTECHNOLOGY FOR PURPOSES OF THE CBD AND THE NAGOYA PROTOCOL

1. DSI used for de-extinction activities is biotechnology under the CBD

In paragraph 39 of the Record, Ridus' Minister of Foreign Affairs stated that the RP cannot be classified as a product of biotechnology. However, its de-extinction relied on advanced biotechnological techniques, such as CRISPR. Scientists extracted ancient DNA fragments from the fossil, reconstructed the genome using the closest living relative, the cougar, and identified genes related to traits like size and appearance. Using CRISPR, they edited living cells to match these genes, cloned the edited DNA into an egg cell, and implanted it into a surrogate panther. The outcome was a cougar, genetically modified to resemble the extinct species, rather than a true revival of it.[20]

According to Art. 2 of CBD, "Biotechnology" means any technological application that uses biological systems or derivatives thereof, to make or modify products or processes for specific use. Since the de-extinction process involved manipulating genetic material through DSI and genome editing through advanced techniques, it clearly qualifies as biotechnology under the CBD.

2. DSI used for de-extinction activities is biotechnology under the Nagoya Protocol

The extraction of the DNA and the use of the DSI, in other words, the utilization of the GR, are also considered biotechnology under the NP, since the NP adopts the CBD definition of the term. Moreover, the NP in its Article 2 defines the "Utilization of genetic resources" as the conduct of research and development on the genetic and/or biochemical composition of GR, including through the application of biotechnology.

In the case, Ridus genetically engineered with CRISPR technology North American cougar cells to resemble traits of the RP. That technique consists of slicing designated sequences of DNA, and combining them with other methods to insert specifically synthesized

[20] Record ¶ 31

DNA sequences at the location of the cut. Thus, there is a clear technological application that uses living organisms for a specific use, which here is to modify the DSI, making the cougar genome look like the RP genome. This manipulation of DSI is a direct use of biotechnology and a utilization of genetic resources. Thus, the DSI used for de-extinction activities constitutes biotechnology under the NP.

B2. THE SIDNEY ANIMAL PARK (SAP) IS A USER OF DSI ON GENETIC RESOURCES AND IS ENGAGED IN COMMERCIAL ACTIVITY

1. Ridus fails to ensure fair and equitable benefit-sharing

The CBD's objective of "fair and equitable sharing of the benefits arising out of the utilization of genetic resources"[21] requires provider countries to be compensated for the utilization of GR.

According to Article 5(1) of the NP, benefits arising from the utilization of GR, subsequent applications and commercialization shall be shared in a fair and equitable way with the Party providing such resources that is the country of origin of such resources.

In this case, Anecoyon is the country of origin of the GR used in the de-extinction project and is therefore entitled to benefit-sharing as Ridus gained economic, social and ecological value from the RP fossil and its DSI.

Furthermore, Article 15(7) of the CBD requires that Parties take measures ensuring a fair and equitable way of sharing the benefits arising from the commercial and other utilization of genetic resources.

Moreover, Goal C of the Kunming-Montreal Global Biodiversity Framework states that benefit-sharing encompasses both monetary and non-monetary benefits derived from the utilization of GR and DSI. To be fair and equitable, the CBD Secretariat, in document

[21] CBD Art. 1.

CBD/WGDSI/2/2,[22] highlighted that contributions should be broadly proportionate to the revenue, turnover, or profits generated from the use of DSI. Given the considerable profits generated by the SAP through the utilization of DSI, Ridus should comply with benefit-sharing obligations.

2. Ridus is not complying with Decision 16/2

Ridus sets a regrettable example for the Parties to the CBD, especially considering the Decision 16/2 on DSI. The multilateral mechanism for benefit-sharing, the Cali Fund, provided by the Decision 16/2 is applicable here.

On the CBD's Guide to the Cali fund,[23] the Mechanism covers DSI that *has been made publicly available (1), is not subject to mutually agreed terms, unless those terms explicitly allow public sharing (2), and is not already governed by another international agreement on ABS, unless that agreement opts to use this mechanism (3).*

The de-extinction DSI matches all criteria: Ridus made the DSI publicly available (1),[24] the loan agreement only allowed educational and scientific use and did not cover any benefit sharing or DSI sharing issues (2);[25] and the only agreements the parties ratified regarding benefit-sharing are the CBD and the NP,[26] making Decision 16/2 which established the Cali Fund applicable to the parties, under Article 31(b) of the VCLT (3).

Therefore, the DSI used in the de-extinction project fully meets the eligibility criteria, and the Multilateral Mechanism under the Cali Fund should be applied accordingly.

[22] Synthesis of information for the further development of the multilateral mechanism established under Decision 15/9
[23] CBD; UNDP; UNEP. *Guide to the Cali Fund: sharing the benefits of genetic data from nature*. Montreal: CBD Secretariat, 2025. Available at: https://www.cbd.int/califund. Accessed: 16 Nov. 2025.
[24] Record ¶ 28
[25] Record ¶ 15
[26] Record ¶ 10

Furthermore, SAP should contribute to benefit-sharing since it falls within the sectors currently listed in CBD Decision 16/2, which requires sectors that directly or indirectly benefit from its use in their commercial activities to contribute.

Furthermore, based on Enclosure I, the SAP fits in two sectors that may benefit directly or indirectly from the use of DSI on GR: (d) animal and plant breeding and (e) biotechnology.

2.1. The Sidney animal park is using DSI on GR

In Paragraph 40 of the Record, Ridus claims that the SAP does not qualify as a DSI user as it is limited to providing habitat and care for the RP. Therefore, Salols Co. would be the sole entity engaged in the direct utilization of DSI and there would be no obligation for the SAP to share benefits. However, the SAP clearly benefits from the use of DSI.

As per the CBD/DSI/AHTEG/2020/1/5[27], "use of DSI" includes the production, analysis, sharing, publication, and patenting of DSI, and other forms of commercial and non-commercial use.

In the present case, the SAP is engaged in commercial activity that is bringing both non-monetary and monetary benefits. Non-monetary benefits include information exchange, technology transfer, capacity building, contributions to the local economy, and social recognition.[28]

Here, by hosting the panthers Ixchel and Itzamna, the SAP contributes to the local economy, as visitors are charged a fee to view the animals. Additionally, SAP benefits from non-monetary gains, such as the potential for breeding a second generation of the species that

[27] Fact-finding Study on How Domestic Measures Address Benefit-sharing Arising from Commercial and Non-commercial Use of Digital Sequence Information on Genetic Resources and Address the Use of Digital Sequence Information on Genetic Resources for Research and Development

[28]Convention on Biological Diversity, Webinar: Scoping study on the potential future commercial use of DSI on genetic resources, available at https://www.youtube.com/watch?v=DNhYq9_p7fg (last visited Nov. 3, 2025).

will engage research, information exchange and scientific knowledge, further enhancing the park's social recognition and institutional reputation.

Regarding monetary benefits, the park has experienced a marked increase in public interest and visitors, not only because of the historical and scientific uniqueness of the animals, but also because of the explicitly advertised presence of the animals made by the park.[29] The SAP imposed an extra fee for access to the panther exhibit, thereby generating revenue that stems exclusively from the presence of these genetically restored specimens. Consequently, SAP's commercial gain is directly linked to the use of DSI.

According to paragraph 32 of the record, the RP Ixchel and Itzamna are property of the State of Ridus, thus all benefits derived from their existence and exhibition, both monetary and non-monetary, must be regarded as benefits accruing to the State. Under international law, the duty to share such benefits equitably therefore falls upon the State through its organs and agents, including the SAP. This aligns with the principle in Article 1 of International Law Commission's Articles on Responsibility of States for Internationally Wrongful Acts (ARSIWA), which establish that every internationally wrongful act of a State entails its international responsibility, encompassing both the act and its ensuing obligations.

Additionally, Article 8 of the ARSIWA establishes that the conduct of a group of persons shall be considered an act of a State under international law if the group is acting on the instructions of that State. Thus, both Salols Co.'s[30] actions and SAP's[31] actions are attributable, as both agreed to act under the State's instructions to contribute to the de-extinction project.

In conclusion, both monetary and non-monetary gains are unequivocally benefits from use of DSI. This link clearly designates the SAP as a DSI user, with its advantages stemming directly from biotechnology, as the de-extinction project constitutes a biotechnological initiative, as explained above. Therefore, the SAP is a user of DSI.

[29] Clarification question 5
[30] Record ¶ 29
[31] Record ¶ 33

2.2. The Sidney Animal Park is benefiting from animal breeding

The SAP is not only a DSI beneficiary in the biotechnology sector but also falls under the animal breeding beneficiaries listed in Decision 16/2.

Paragraph 19 of the Record states that any individual animals used in the breeding process or produced will be treated humanely. This serves as an admission that Ridus' de-extinction and their ecological restoration efforts involve the systematic practice of animal breeding. This supports the argument that, since they utilize and benefit from this process, they should also be subject to benefit-sharing obligations under that classification.

In addition, paragraph 35 provides that any excess funds will be used in the SAP's captive breeding program for other species, including transboundary species that migrate between Anecoyon and Ridus. Two key points can be drawn from this. First there is direct funding from the RP being allocated directly to the SAP's captive breeding program.[32] This establishes a clear financial benefit derived from the animals and dedicated to the reproduction of GR (1). Moreover, it involves shared resources as the inclusion of "transboundary species" in the breeding program links the revenue directly to biodiversity shared between Anecoyon and Ridus. That makes the matter one of mutual concern and supporting a benefit-sharing obligation.

Therefore, because the revenue stream directly funds the management and reproduction of GR, the benefits arising from this revenue must likewise be shared in accordance with the principles of the CBD and the NP.

Furthermore, the Clarifications state that the SAP operates as an active breeding center, similar to the EAZA Ex-Situ Program and the AZA Species Survival Plan (SSP).[33] Such breeding programs generate direct benefits for participating institutions, including financial resources, scientific knowledge, and enhanced genetic management capacities.[34]

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[32] Record ¶ 35

[33] Clarifications Q.4.

[34] Association of Zoos & Aquariums. Species Survival Plan® Programs. Available at: https://www.aza.org/species-survival-plan-programs.(last visited Nov. 15, 2025).

For instance, all SSP Programs are responsible for developing a Studbook and a Breeding and Transfer Plan. These documents provide recommendations to maintain the AZA population healthy, genetically diverse, and demographically balanced, while highlighting areas for improvement, assess strengths and weaknesses, and establish action plans to achieve the program's goals.[32.] This process not only ensures compliance and transparency, but also exemplifies active benefit-sharing through information sharing, data reporting, and genetic-management outcomes among participating institutions.

Therefore, given that both programs employ and derive tangible benefits from animal breeding and demonstrably engage in benefit-sharing practices, the SAP, having been explicitly compared to those, must be regarded as being under the same obligation to share benefits arising from its breeding activities, in accordance with ABS duties established under Article 15 of the CBD and Article 5 of the NP.

2.3. The SAP is under the International Standard Industrial Classification of all Economic Activities (ISIC)

On paragraph 2 of Enclosure I of Decision 16/2, there is a reference to the ISIC, the global reference classification system managed by the United Nations Statistics Division.[35] The SAP's activities are classified under the category "Botanical and Zoological Gardens and Nature Reserves Activities" by Ridus[36].

Although the SAP can be identified under that section, it should also be included in three additional sectors that demonstrate its commercial purpose and potential to benefit from the use of DSI.

First, the SAP operates within the sector of Professional, scientific and technical activities, particularly under the class "Research and Experimental Development on Natural Sciences and Engineering," which includes research and development in biotechnology.[37]

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[35]U.N. Stat. Div., ISIC Rev.5 Introduction, available at https://classification.codes/classifications/industry/isic (Mar. 11, 2024).
[36] Record ¶ 40
[37]United Nations, Dep't of Econ. & Soc. Aff., Stat. Div., International Standard Industrial Classification of All Economic Activities (ISIC), Revision 4

Additionally, the SAP engages in the sectors of Accommodation and food service activities ("Restaurants and mobile food service activities") and Retail trade, particularly in the group "Retail sale of other goods in specialized stores," which includes souvenirs and craftwork. Given that SAP's annual revenue from food, beverage, and gift sales amounts to USD 7 million, its connection to these two sectors is evident.[38]

Therefore, according to this classification, the SAP fits within multiple ISIC categories,[39] which highlight its commercial nature and justify its inclusion among the sectors covered by Decision 16/2.

3. The Sidney Animal Park is engaged in commercial activities

Given that the SAP is actively contributing to the project, the additional fee imposed on visitors for access to the RP exhibit constitutes a commercial activity. While Ridus claims that the revenue is non-commercial, because it is used for animal care, this narrow interpretation fails to reflect the broader understanding of commerciality under international legal frameworks.

First, it should be noted that de-extinction is fundamentally driven by commercial interests, as some scientists have already observed. As Martinelli, Oksanen, and Siipi observe, de-extinction represents a novel and remarkable case of bio-objectification,[40] whereby life itself is reduced to an object of human manipulation, stripped of ecological value and oriented primarily toward human purposes such as entertainment in parks and zoos. This description aligns precisely with the operation of the SAP, which explicitly advertised the presence of two long-extinct individuals and charged visitors an additional fee to view them.

Resolution 10.5 of the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) provides that an activity is considered "commercial" if its

[38] Record ¶ 45

[39] Classification.Codes, International Standard Industrial Classification of All Economic Activities (ISIC), available at https://classification.codes/classifications/industry/isic (last visited Nov. 2, 2025).

[40] Martinelli L, Oksanen M, Siipi H. De-extinction: a novel and remarkable case of bio-objectification. Croat Med J. 2014 Aug 28;55(4):423-7. available at: https://pmc.ncbi.nlm.nih.gov/articles/PMC4157387/ (last visited Nov.16, 2025)

purpose is to obtain economic benefit, whether monetary or otherwise. In the present case, visitors are drawn to the park specifically to observe Ixchel and Itzamna, also considering the explicit advertising of the presence of the animals, and their presence has clearly enhanced the park's economic appeal. For that reason, the benefits include the additional viewing fee and the increased ticket sales generated by heightened public interest in the RP exhibit.

Furthermore, the same resolution also notes that an activity qualifies as "commercial" if its purpose is directed toward provision of a service or any other form of economic use or benefit. Here, the SAP operates in a Safari mode and its plan is to include the RP. That represents a direct provision of a service that will generate both monetary and non-monetary returns, through tourism revenue, community involvement, and increased public visibility that are going to not only stimulate the local economy but also enhance the SAP's social standing and institutional reputation. Therefore, the SAP is engaged in commercial activities.

3.1. The Sidney Animal Park operates as a Safari Park

The SAP operates in the style of a Safari park, a sector valued at approximately USD 34.6 billion in 2023 and is projected to reach USD 51.5 billion by 2030.[41]

The term safari is the most common expression used for wildlife-watching tourism. According to the World Tourism Organization (WTO), it refers to tourism activities that take place primarily in protected areas, providing opportunities to observe and photograph wild animals in their natural habitats[42], precisely the model followed by the SAP.

The pricing and revenue structure of SAP reflect a clearly economic framework. Approximately one million people visit the SAP, each adult pays 119.00 USD and an additional charge of 40.00 USD to observe the RP. For the first six months 50,000 visitors paid the additional charge, generating a total of 7.950.000 USD. The Record's paragraph 35 states that

[41] WORLD TOURISM ORGANIZATION (UNWTO), Towards Measuring the Economic Value of Wildlife Watching Tourism in Africa: Briefing Paper (UNWTO 2015).
[42] Grand View Research, Safari Tourism Market (2024–2030): Size, Share & Trends Analysis Report By Type (Adventure Safari, Private Safari), By Accommodation Type, By Group (Friends, Family, Couples, Solo), By Booking Mode, By Region, And Segment Forecasts (2024), available at https://www.grandviewresearch.com/industry-analysis/safari-tourism-market-repor (last visited Nov. 16, 2025).

the revenue generated by the panther-viewing charge is used for the care of the two panthers. Therefore, only 2.000.000 USD is direct profit from the extra fee visitors paid to see the RP and is being used towards the panthers. Thus, around 5.950.000 USD is also profit from the visitors that is not being used for the benefit of the animals. In total, the park generates approximately USD 130 million in annual sales through ticket fees, exclusive panther observation experiences, merchandise, and food services.

According to the WTO, tourists within the "standard" wildlife-watching segment typically spend an additional USD 44 per day. At the SAP just for the panther watching a 40.00 USD additional charge is needed, alongside the base ticket,[43] and not taking into account any other additional expenses with food and merchandise, both commercial activities that the SAP is also involved in.[44] These figures highlight that the SAP operates in accordance with commercial market principles, supported by both direct ticket revenues and complementary spending.

A comparable example is found in Uganda's Bwindi Forest National Park, where visits to a single gorilla family — attracting an average of 10 tourists per day — generate between USD 5,000 and 7,500 daily. The total annual income from gorilla tracking at Bwindi is around USD 15 million, with a similar amount spent by tourists on accommodation, transport, and other services.[45] This case parallels the functioning of SAP, where visits to one species only the RP attracts an average of 277 tourists per day, generates around USD 52,000 daily, out of which USD 11,000 only from the extra fee. That illustrates that the SAP's commercial profits are substantial and the country of Ridus benefits from the safari business.

[43] Record ¶ 34
[44] Record ¶ 45
[45] UNWTO, Towards Measuring the Economic Value of Wildlife Watching Tourism in Africa: Briefing Paper (UNWTO 2015).

CONCLUSION AND PRAYER FOR RELIEF

Applicant, the States of Anecoyon, respectfully requests the Court to adjudge and declare that:

A. Ridus' conduct violated the PIC provisions of the CBD and the NP, to the extent applicable, and that Anecoyon's refusal to grant consent fully complies with and advances the objectives of the CBD; and

B. DSI used for de-extinction activities constitutes "biotechnology" for purposes of the CBD and the NP; and, consequently, that the SAP qualifies as a user of DSI on genetic resources within the meaning of CBD Decision 16/2, and is engaged in commercial activities covered by the sectors presently listed in CBD Decision 16/2.