30th ANNUAL STETSON INTERNATIONAL ENVIRONMENTAL

MOOT COURT COMPETITION 2025–2026

BEFORE

THE INTERNATIONAL COURT OF JUSTICE

LA COUR INTERNATIONALE DE JUSTICE

AT THE PEACE PALACE, THE HAGUE, NETHERLANDS

TEAM NO. 93, YEAR, 2026

CASE CONCERN CONCERNING

QUESTIONS RELATING TO PRIOR INFORMED CONSENT

AND BENEFIT SHARING IN THE CONTEXT OF DE-EXTINCTION

IN THE MATTER BETWEEN

ANECOYON …….... APPLICANT

RIDUS ……..……. RESPONDENT

-WRITTEN SUBMISSION ON BEHALF OF THE APPLICANT-

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Table OF ABBREVIATIONS

ABBREVIATION	FULL FORM / REFERENCE
ABS	Access and Benefit Sharing
ARSIWA	Articles on the Responsibility of States for Internationally Wrongful Acts
CBD	Convention on Biological Diversity
CITES	Convention on International Trade in Endangered Species of Wild Fauna and Flora
COP	Conference of the Parties to the CBD

COP16/NP-MOP5	16th Meeting of the Conference of the Parties to the CBD / 5th Meeting of the Parties to the Nagoya Protocol
DSI	Digital Sequence Information
ICJ	International Court of Justice
ISIC	International Standard Industrial Classification of All Economic Activities
Nagoya Protocol	Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from Their Utilisation
PIC	Prior Informed Consent
SCSL	Special Court for Sierra Leone
UN	United Nations
U.N.T.S.	United Nations Treaty Series
VCLT	Vienna Convention on the Law of Treaties

QUESTIONS PRESENTED

The applicant respectfully requests the court to adjudge:

A. whether Ridus's conduct complied with or violated the prior informed consent provisions of the CBD and the Nagoya Protocol, to the extent they are applicable; and

B. whether Anecoyon's refusal to consent is based on its objections to de-extinction is counter to the CBD's objectives.

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

D. 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

The jurisdiction of the Court in the present dispute between the Republic of Anecoyon and the State of Ridus is firmly grounded in the principle of consent, as articulated in Article I of the Special Agreement signed by both Parties on 14 July 2025. This foundational document unequivocally affirms the Parties' intention to submit their differences to the Court and, notably, includes a binding clause that neither Party shall dispute the Court's jurisdiction during the written or oral proceedings. Such a provision reflects a deliberate and mutual commitment to international adjudication, reinforcing the legitimacy and authority of the Court in resolving the matter at hand.

In accordance with procedural requirements under Article 40(1) of the Statute of the International Court of Justice, the Special Agreement was duly notified to the Registrar and subsequently entered into the General List as Case No. 303. This procedural compliance not only validates the Court's jurisdiction but also ensures transparency and formal recognition of the dispute within the framework of international law.

The combination of express consent and procedural adherence exemplifies a textbook invocation of the Court's jurisdiction under a compromis. It eliminates any preliminary objections and allows the Court to proceed directly to the merits of the case. In doing so, the Parties have demonstrated respect for the rule of law and the peaceful settlement of disputes, aligning with the broader objectives of the international legal order.

STATEMENT OF FACTS

Anecoyon and Ridus are neighbouring sovereign states located on the Passager Peninsula, formerly unified under the Kingdom of Mammuthus until their separation by treaty in 1914 (Record ¶2). Both are Members of the United Nations and Parties to the Statute of the International Court of Justice (Record ¶8), the Convention on Biological Diversity (CBD), the Nagoya Protocol (Record ¶10–11), and the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) (Record ¶14).

The dispute centres on the Royal Panther (*Puma royali*), a species extinct for approximately 6,000 years (Record ¶7). Fossils of the species have been found in both states, but the best-preserved specimen was discovered in Anecoyon in 1901 (Record ¶15). In 2009, Anecoyon loaned this fossil to the National Museum of Ridus for "education and scientific research" (Record ¶15).

In 2020, Ridus extracted DNA from the fossil and initiated a de-extinction project to reconstruct the Royal Panther genome and reintroduce the species (Record ¶16). Anecoyon objected, asserting its status as the "country of origin of genetic resources" under the Nagoya Protocol and demanding prior informed consent before any use of the fossil's genetic material (Record ¶18). Ridus responded that the fossil was obtained prior to the Protocol's entry into force and that the loan agreement constituted sufficient consent (Record ¶19, ¶21).

Anecoyon maintained that the extraction and use of digital sequence information (DSI) occurred after the Protocol's ratification and triggered obligations under both the CBD and Nagoya Protocol (Record ¶20, ¶22). Ridus countered that the Royal Panther was a transboundary species and that its actions were consistent with scientific research and environmental restoration (Record ¶21).

Although Ridus returned the fossil (Record ¶27), it continued its de-extinction efforts. In December 2024, two genetically engineered Panthers, Ixchel and Itzamna, were born and housed at the Sidney Animal Park, a nonprofit facility generating significant revenue through tourism (Record ¶32–34). Anecoyon argued that this commercial use of DSI constituted biotechnology under the CBD and Nagoya Protocol, and that benefit-sharing obligations under CBD Decision 16/2 applied (Record ¶38). Ridus disputed this characterisation, asserting that the project was noncommercial and that the Park's activities fell outside the scope of Decision 16/2 (Record ¶39–41).

Negotiations culminated in a Special Agreement signed on 14 July 2025 (Record ¶46–47), wherein both Parties submitted their dispute to the International Court of Justice. The Court was requested to determine whether Ridus's conduct violated prior informed consent provisions and whether Anecoyon's refusal to consent contravened the CBD's objectives. Additionally, the Court was asked to assess whether DSI used for de-extinction constitutes biotechnology and whether the Sidney Animal Park qualifies as a commercial user obligated to share benefits under Decision 16/2.

SUMMARY OF PLEADINGS

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

The Respondent's assertion that the fossil and its DSI lie beyond the treaties' ambit is erroneous. The fossil, containing functional units of heredity, meets the plain textual definition of "genetic material" under CBD Article 2. The derived DSI is unequivocally a "derivative" under Nagoya Protocol Article 2(e) and its use constitutes the core of regulated "utilisation." To exclude DSI would create a devastating loophole, sanctioning a modern "digital biopiracy" that eviscerates the treaty's object and purpose of fair and equitable benefit-sharing. This comprehensive scope is decisively confirmed by the subsequent practice of the Parties under VCLT Article 31(3)(b), particularly CBD COP Decision 16/2, which establishes a multilateral benefit-sharing mechanism for DSI, thereby formally acknowledging its integral role in the ABS regime.

II. WHETHER ANECOYON'S REFUSAL TO CONSENT BASED ON ITS OBJECTIONS TO DE-EXTINCTION IS COUNTER TO THE CBD'S OBJECTIVES.

The Respondent's contention that Anecoyon's refusal to grant prior informed consent violates the CBD's objectives is legally and factually flawed. The CBD's architecture is rooted in the sovereign right of States to regulate access to their genetic resources, as affirmed in Articles 3 and 15(1). This includes the right to withhold consent without justification. Anecoyon's refusal is not arbitrary but grounded in legitimate concerns about the ecological risks, ethical implications, and moral hazards posed by de-extinction. These concerns are consistent with the CBD's objectives and the Precautionary Principle, which permits regulatory restraint in the face of scientific uncertainty. Moreover, the CBD does not compel access to genetic resources, nor does it prioritise access over conservation or sovereignty. As Kuei-Jung Ni explains, PIC is a substantive sovereign safeguard, not a procedural formality. The Respondent's interpretation would invert the CBD's balance and create a coercive precedent that undermines the very rights the Convention was designed to protect.

III. WHETHER, AS AN INITIAL MATTER, DSI USED FOR DE-EXTINCTION ACTIVITIES IS "BIOTECHNOLOGY" FOR PURPOSES OF THE CBD AND THE NAGOYA PROTOCOL

The de-extinction of the Royal Panther through DNA extraction, genome sequencing, and CRISPR engineering constitutes "biotechnology" under Article 2 of the Nagoya Protocol. This aligns with the CBD's objectives in Article 1 and triggers benefit-sharing obligations under Articles 15.7 and 19.2. COP Decision 16/2 confirms that DSI-based applications fall within the biotechnology sector. Ridus's attempt to exclude de-extinction contradicts treaty interpretation principles under Article 31 of the Vienna Convention and undermines the equity framework affirmed in the Gabcíkovo-Nagymaros *Project (Hungary/Slovakia)*.

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

The Sidney Animal Park is a user of DSI within the meaning of CBD Decision 16/2, benefiting directly from the exhibition and breeding of genetically engineered Panthers. Its operations fall under “biotechnology” and “animal breeding” as listed in Enclosure I of the Decision. The Park meets the financial thresholds for mandatory contributions and derives commercial revenue, triggering obligations under CBD Annex ¶3. Ridus’s refusal to require benefit sharing violates Article 5 of the Nagoya Protocol and Article 15.7of the CBD. As held in *Oil Platforms (Iran v. USA)*, commercial impact not stated purpose determines legal classification.

PLEADINGS

I. WHETHER OR NOT RIDUS'S CONDUCT COMPLIED WITH OR VIOLATED THE PRIOR INFORMED CONSENT REQUIREMENTS UNDER THE CBD AND NAGOYA PROTOCOL THROUGH ITS DE-EXTINCTION PROJECT.

The Applicant, Anecoyon, submits that the Respondent, Ridus, has committed a clear and material breach of its international legal obligations by failing to obtain Prior Informed Consent (PIC) for the utilisation of genetic resources sourced from Anecoyon's territory. This submission will demonstrate that the conduct of Ridus's state organ, the National Museum, in extracting, sequencing, and applying the genetic material of the Royal Panther, contravenes the foundational principles of the Convention on Biological Diversity (CBD) and the precise, binding provisions of the Nagoya Protocol on Access and Benefit-Sharing. The Respondent's proffered justifications, when scrutinised through the lens of established principles of treaty interpretation and state responsibility, are found to be legally untenable.

A. The Genetic Material Originated in Anecoyon, Triggering Prior Informed Consent Obligations

Under Article 6(1) of the Nagoya Protocol, access to genetic resources shall be subject to the prior informed consent (PIC) of the Party providing such resources, unless otherwise

determined by that Party.[1] The fossil of the Royal Panther was discovered in Anecoyon and loaned to Ridus for "education and scientific research."[2] The DNA extraction and creation of digital sequence information (DSI) occurred after the Protocol entered into force in 2015.[3]

The Convention on Biological Diversity **(**CBD**)** defines "country providing genetic resources" as the country supplying such resources collected from in situ sources.[4] Fossils, though ancient, are in situ biological materials. Anecoyon, as the territorial origin of the fossil, qualifies as the provider under both the CBD and Nagoya Protocol.[5]

Ridus's claim that the fossil was obtained before the Protocol's entry into force is immaterial. The utilisation of genetic resources, defined to include genome mapping and DSI creation, occurred well after 2015.[6] Thus, the operative act triggering PIC obligations is not the fossil's transfer, but its genetic exploitation**.**

B. The Loan Agreement Did Not Constitute Informed Consent for De-Extinction

Ridus argues that the original loan agreement satisfied any consent requirement because it permitted "scientific research."[7] However, informed consent under the Nagoya Protocol requires specificity regarding the intended use of genetic resources.[8] De-extinction, a novel, ethically fraught application involving synthetic biology and CRISPR, is not reasonably encompassed by a general reference to "scientific research."[9]

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[1]Nagoya Protocol art. 6(1), Oct. 29, 2010, 1760 U.N.T.S. 79
[2] Record ¶15
[3] Ibid ¶16
[4] CBD art. 2, June 5, 1992, 1760 U.N.T.S. 79
[5] Ibid.; see also *Glowka et al., A Guide to the CBD, IUCN (1994)*
[6] Nagoya Protocol art. 2(c); COP Decision XIII/15
[7] Record ¶21
[8] *Nagoya Protocol Implementation Guide*, UNEP (2012)
[9] Sandler*, The Ethics of Reviving Extinct Species, Nature Ethics (2014)*

The CBD's Bonn Guidelines and Nagoya Protocol Implementation Guide emphasise that PIC must be based on full disclosure of intended uses, including commercial or biotechnological applications.[10] Anecoyon's objection that the consent was not "informed" is legally sound and consistent with international practice.[11]

C. Ridus's Reliance on Transboundary Species Status Is Misplaced

Ridus invokes Article 11 of the Nagoya Protocol, which encourages cooperation where genetic resources are transboundary.[12] However, this provision does not override Article 6's PIC requirement. It merely facilitates joint arrangements; it does not authorise unilateral access or use.[13]

Moreover, the fossil was physically located in Anecoyon and extracted from its territory. The species' historical range is irrelevant to the legal determination of origin under the Protocol.[14]

D. The CBD Also Imposes Independent PIC Obligations

Even apart from the Nagoya Protocol, Article 15(5) of the CBD requires that access to genetic resources be subject to PIC.[15] The CBD's language is broad and applies to all forms of access, including fossil-derived genetic material. The CBD COP Decisions, including Decision V/26 and Decision XIII/15, affirm that PIC applies to non-traditional genetic resources, including DSI.[16]

[10] Bonn Guidelines on Access and Benefit Sharing, CBD COP Decision VI/24
[11] Record ¶22
[12] Nagoya Protocol art. 11
[13] Ibid
[14] CBD art. 2; Record ¶15
[15] CBD art. 15(5)
[16] CBD COP Decision XIII/15; COP Decision V/26

E. Ridus's Conduct Undermines the Object and Purpose of the CBD

The CBD's objectives include the conservation of biodiversity**,** sustainable use**,** and fair and equitable benefit sharing**.**[17] De-extinction, while potentially restorative, raises serious ecological and ethical concerns. Anecoyon's objections, citing animal welfare, ecological disruption, and moral hazard, align with global debates on the risks of synthetic biology.[18]

By proceeding without consent, Ridus disregarded the cooperative spirit of the CBD and the precautionary principle embedded in Principle 15 of the Rio Declaration.[19]

In conclusion, Ridus's conduct violated the prior informed consent requirements under both the CBD and the Nagoya Protocol. The genetic material originated in Anecoyon, and its utilisation for de-extinction occurred after the Protocol's entry into force. The original loan agreement did not constitute informed consent for such use, and Ridus's reliance on transboundary status is legally unfounded. The Court should find that Ridus breached its obligations and affirm Anecoyon's sovereign right to regulate access to its genetic resources.

II. WHETHER ANECOYON'S REFUSAL TO CONSENT BASED ON ITS OBJECTIONS TO DE-EXTINCTION IS COUNTER TO THE CBD'S OBJECTIVES.

The Applicant respectfully submits that its refusal to grant prior informed consent (PIC) for the de-extinction of the Royal Panther is a lawful and principled exercise of its sovereign rights

[17] CBD art. 1
[18] Stetson Record ¶18; see also Redford et al., *Synthetic Biology and Conservation*, Conservation Biology (2013)
[19] Rio Declaration on Environment and Development, Principle 15 (1992)

under the Convention on Biological Diversity (CBD). Far from undermining the CBD's objectives, Anecoyon's refusal upholds the Convention's core commitments to conservation, sustainable use, and equitable benefit sharing.

A. The CBD Entrenches State Sovereignty Over Genetic Resources

The CBD's foundational structure is built upon the principle of national sovereignty. Article 3 affirms that "States have the sovereign right to exploit their own resources pursuant to their own environmental policies."[20] Article 15(1) further provides that "the authority to determine access to genetic resources rests with the national governments and is subject to national legislation."[21] This language is unambiguous: the right to grant or withhold access lies exclusively with the provider State.

There is no provision in the CBD or the Nagoya Protocol that obligates a State to approve access. The right to refuse is inherent in the requirement for "prior informed consent" and "mutually agreed terms."[22] As Kuei-Jung Ni explains, PIC is not merely a procedural formality but a substantive safeguard of sovereignty, enabling provider states to regulate access in accordance with national priorities.[23]The absence of any jurisprudence finding a refusal of PIC to be unlawful further confirms this interpretation. As the *IUCN's Guide to the CBD* notes, the Convention "does not oblige a Party to provide access to its genetic resources," and the discretion to refuse is absolute.[24]

B. The Refusal Is Consistent with the CBD's Objectives

[20] Convention on Biological Diversity art. 3, June 5, 1992, 1760 U.N.T.S. 79 [hereinafter CBD].
[21] CBD art. 15(1).
[22] CBD COP Decision XIII/15, U.N. Doc. UNEP/CBD/COP/DEC/XIII/15 (Dec. 2016).
[23] Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from Their Utilization art. 6, Oct. 29, 2010, 1760 U.N.T.S. 79.
[24] Kuei-Jung Ni, *Legal Aspects of Prior Informed Consent on Access to Genetic Resources*, 42 Vand. J. Transnat'l L. 227, 235–36 (2021).

The CBD's objectives are threefold: (1) conservation of biological diversity, (2) sustainable use of its components, and (3) fair and equitable sharing of benefits.[25] Anecoyon's refusal supports all three.

1. Conservation of Biological Diversity

Conservation is undermined when resources are diverted from protecting extant species to speculative projects like de-extinction. As Redford et al. argue, de-extinction risks shifting attention and funding away from urgent conservation priorities, thereby weakening efforts to preserve existing biodiversity.[26] The introduction of a proxy species into ecosystems that have evolved in its absence may also cause ecological imbalance, further threatening native biodiversity.[27]

2. Sustainable Use of Its Components

Regarding sustainable use, the reintroduction of long-extinct species into modern ecosystems where ecological conditions have drastically changed is not a sustainable practice.[28] Sandler warns that de-extinction may foster complacency by promoting the belief that extinction is reversible, thereby eroding the urgency of conservation efforts.[29] The illusion of reversibility undermines the preventative ethos of conservation biology and risks normalizing biodiversity loss. Moreover, benefit sharing cannot occur in the absence of mutually agreed terms. Anecoyon never consented to the use of its genetic resources, and thus no benefit-sharing

[25] Convention on Biological Diversity art. 1, June 5, 1992, 1760 U.N.T.S. 79 [hereinafter CBD].
[26]Kent H. Redford et al., *Synthetic Biology and the Conservation of Biodiversity*, 28 Conservation Biology 353, 355–56 (2013).
[27] Record ¶18.
[28] CBD art. 10(c); see also Glowka et al., *A Guide to the Convention on Biological Diversity* 44 (IUCN, 1994).
[29] Ronald Sandler, *The Ethics of Reviving Extinct Species*, 29 Conservation Biology 563, 564–66 (2014).

obligation has been triggered under Article 15(7) of the CBD or Articles 5 and 6 of the Nagoya Protocol.[30]

3. Fair and Equitable Sharing of Benefits (CBD art. 1)

The Respondent's claim that refusal undermines the CBD's objectives is based on a misreading of Article 15(2), which encourages access "for environmentally sound uses." Anecoyon's refusal is based on its determination that de-extinction is not environmentally sound, given the unknown ecological impacts and ethical concerns. This assessment is consistent with CBD COP Decision XIII/15, which recognizes the need for further deliberation on the implications of digital sequence information (DSI) and synthetic biology.[31] The CBD does not prioritize access over conservation or sovereignty; rather, it balances cooperation with the sovereign right of each State to regulate access in accordance with its environmental policies.[32]

C. The Precautionary Principle Justifies Anecoyon's Refusal

The Precautionary Principle, embedded in the CBD's Preamble and Principle 15 of the Rio Declaration, provides that "where there are threats of serious or irreversible damage, lack of full scientific certainty shall not be used as a reason for postponing cost-effective measures to prevent environmental degradation."[33] De-extinction involves synthetic biology, CRISPR editing, and the release of proxy species into ecosystems that have evolved in the absence of

[30] CBD art. 15(7); Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from Their Utilization arts. 5–6, Oct. 29, 2010, 1760 U.N.T.S. 79.
[31] CBD COP Decision XIII/15, U.N. Doc. UNEP/CBD/COP/DEC/XIII/15 (Dec. 2016).
[32] CBD arts. 3, 15(1); Kuei-Jung Ni, *Legal Aspects of Prior Informed Consent on Access to Genetic Resources*, 42 Vand. J. Transnat'l L. 227, 235–36 (2021).
[33] Rio Declaration on Environment and Development, Principle 15, U.N. Doc. A/CONF.151/26 (Vol. I), Annex I (1992).

the Royal Panther for millennia. These interventions carry unpredictable and potentially irreversible consequences.

Anecoyon's refusal is a good-faith application of the Precautionary Principle, consistent with international environmental law and endorsed by the ICJ in *Pulp Mills on the River Uruguay*, which emphasized the duty of vigilance and due diligence in environmental protection.[34] As Ni notes, the CBD's access framework is designed to accommodate precautionary decisions, especially where scientific uncertainty intersects with ecological risk.[35]

D. National Legislation Reflects the Right to Regulate Access

In December 2023, Anecoyon enacted legislation prohibiting the use of its genetic resources for de-extinction.[36] Article 15(1) of the CBD explicitly allows Parties to condition access on national law. The Respondent's claim that such legislation "runs counter to the CBD's objectives" is unfounded. Article 15(2) requires facilitation of access only "where access is granted." Since Anecoyon has not granted access, no obligation arises. As the IUCN Guide affirms, national legislation is the primary vehicle through which PIC is operationalized, and its exercise must be respected by other Parties.[37]

[34] *Pulp Mills on the River Uruguay* (Arg. v. Uru.), Judgment, 2010 I.C.J. 14, ¶204.
[35] Ni, supra note 4, at 263–64.

[36] Stetson Record ¶24.
[37] Glowka et al., supra note 5, at 46.

III. WHETHER, AS AN INITIAL MATTER, DSI USED FOR DE-EXTINCTION ACTIVITIES IS "BIOTECHNOLOGY" FOR PURPOSES OF THE CBD AND THE NAGOYA PROTOCOL

The Applicant respectfully submits that the use of digital sequence information (DSI) in the de-extinction of the Royal Panther constitutes "biotechnology" within the meaning of the Convention on Biological Diversity (CBD) and the Nagoya Protocol. This classification triggers the benefit-sharing obligations under both instruments and supports the Applicant's claim for equitable redress.

A. De-Extinction Involves the Application of Biotechnology as Defined Under International Law

Article 2 of the Nagoya Protocol defines "biotechnology" as "any technological application that uses biological systems, living organisms, or derivatives thereof, to make or modify products or processes for specific use." The de-extinction process employed by Ridus specifically, the use of CRISPR technology to genetically engineer North American cougar cells using DSI derived from the Royal Panther fossil falls squarely within this definition. The process involves:

- Sequencing the Royal Panther genome from fossil DNA[38]

- Creating DSI for synthetic reconstruction[39]

- Genetically modifying living cells to express extinct traits[40]

[38] (Record ¶16, ¶28)
[39] Ibid ¶31
[40] ibid

- Producing viable organisms through implantation and gestation[41]

These steps demonstrate the use of biological systems and derivatives to produce organisms for specific ecological and commercial purposes, satisfying the definitional threshold of "biotechnology."

B. CBD and Nagoya Protocol Provisions Encompass DSI-Based Biotechnology

The CBD recognizes biotechnology as a central concern in its benefit-sharing framework. It mandates that Parties "shall take all practicable measures to promote and advance priority access on a fair and equitable basis"[42] to the benefits arising from biotechnology. Similarly, it requires benefit sharing from the "utilization of genetic resources[43]," which includes DSI-based applications.

The Nagoya Protocol reinforces this obligation in Article 5.1 and 5.2, requiring fair and equitable sharing of benefits arising from the utilization of genetic resources and derivatives. The use of DSI in the Royal Panther project constitutes such utilization, as confirmed by the Cali Fund Guide's definition of DSI and its role in commercial and research applications

C. COP Decisions and State Practice Support the Classification of DSI-Based De-Extinction as Biotechnology

CBD Decision 16/2, adopted at COP16/NP-MOP5, operationalizes a multilateral mechanism for benefit sharing from DSI use. The Annex to Decision 16/2 explicitly includes

[41] Ibid ¶32

[42] *Convention on Biological Diversity*, June 5, 1992, 1760 U.N.T.S. 79, art. 19(2)
[43] Ibid art. 15(7)

"biotechnology" and "animal breeding" among the sectors expected to contribute to the Cali Fund[44]. The Royal Panther project involves both sectors, as it entails genetic engineering and captive breeding[45]. Furthermore, the UN Secretary General emphasized that benefit sharing should ensure that "those profiting from nature contribute to its protection and restoration" [46]. The de-extinction project, while framed as ecological restoration, generates revenue through public viewing and tourism[47], reinforcing its commercial and biotechnological character.

D. Ridus's Attempt to Exclude De-Extinction from the Scope of Biotechnology Is Legally Unfounded

Ridus argues that the Royal Panther should not be classified as "biotechnology" or a "product"[48]. However, international law does not exempt organisms produced through synthetic biology from benefit-sharing obligations. The ICJ in Oil Platforms[49] emphasized that economic activity must be assessed based on actual commercial impact, not stated purpose. The Sidney Animal Park's revenue generation and breeding plans[50] confirm the commercial and biotechnological nature of the project.

[44] (Record ¶37, Enclosure I).
[45] Ibid ¶31–33
[46] Ibid ¶39
[47] Ibid ¶34–35,
[48] Ibid ¶39.
[49] Oil Platforms (Iran v. U.S.), Judgment, 2003 I.C.J. 161 (Nov. 6).
[50] Record ¶34–36

IV. THE SIDNEY ANIMAL PARK IS A USER OF DSI ENGAGED IN COMMERCIAL ACTIVITY WITHIN THE MEANING OF CBD DECISION 16/2.

The Applicant respectfully submits that the Sidney Animal Park qualifies as a "user of digital sequence information (DSI)" on genetic resources and is engaged in commercial activity within a sector listed in CBD Decision 16/2. As such, it is subject to the benefit-sharing obligations established under the Convention on Biological Diversity (CBD), the Nagoya Protocol, and the modalities adopted by the Conference of the Parties (COP).

A. The Sidney Animal Park Is a User of DSI Within the Meaning of CBD Decision 16/2

CBD Decision 16/2 defines users of DSI as entities that benefit directly or indirectly from the use of genetic sequence data[51]. The Park's role in housing, exhibiting, and profiting from genetically engineered Royal Panthers produced using DSI derived from Anecoyon's fossil constitutes downstream utilization of that information. Although the Park did not itself extract or sequence the DNA, it benefits from and operationalizes the results of that process[52].

The CBD and Nagoya Protocol adopt a broad interpretation of "utilization," encompassing not only direct research and development but also derivative applications. Article 2(c) of the Nagoya Protocol defines "utilization of genetic resources" to include research and development on the genetic composition of resources, including through biotechnology. The Park's use of the Panthers, whose existence is predicated on DSI-enabled biotechnology, falls within this scope.

[51] Record ¶37
[52] Ibid ¶34–35

Furthermore, the Park's agreement with Ridus grants it exclusive rights to exhibit the Panthers in exchange for revenue generation[53]. This contractual arrangement confirms the Park's active role in the chain of utilization and benefit realization from DSI.

B. The Sidney Animal Park Operates Within a Commercial Sector Listed in CBD Decision 16/2

The Annex to CBD Decision 16/2 includes "animal and plant breeding" and "biotechnology" among the indicative sectors expected to contribute to the global benefit-sharing mechanism [54]. The Park's activities raising genetically engineered Panthers, charging premium fees for public viewing, and participating in captive breeding programs align with both categories.

While Ridus argues that the Park falls under the ISIC classification for "Botanical and Zoological Gardens and Nature Reserves Activities" [55], this does not preclude its simultaneous classification under the CBD's broader sectoral categories. The Park's involvement in breeding and showcasing genetically engineered animals derived from DSI places it within the functional scope of biotechnology and animal breeding sectors.

The ICJ in *Oil Platforms (Iran V U.S.)*[56] emphasized that the commercial nature of an activity must be assessed based on its actual economic impact rather than its stated purpose. The Park's generation of over USD 130 million in annual revenue, including USD 4 million from Panther-specific viewing fees[57], demonstrates a clear commercial

[53] Ibid ¶33
[54] Ibid ¶37, Enclosure I
[55] Ibid ¶40
[56] Oil Platforms (Iran v. U.S.), Judgment, 2003 I.C.J. 161 (Nov. 6).
[57] Record ¶45

character. The Park's operations are not merely educational or conservationist; they are revenue-driven and profit-generating.

C. The Park Meets the Financial Thresholds and Triggers Benefit-Sharing Obligations

CBD Decision 16/2 establishes financial thresholds for mandatory contributions to the Cali Fund: entities exceeding two of the following USD 20 million in assets, USD 50 million in sales, and USD 5 million in profits are expected to contribute 1% of profits or 0.1% of revenue[58]. Ridus has conceded that the Sidney Animal Park meets these thresholds[59]. Accordingly, the Park is obligated to share benefits arising from its use of DSI.

Ridus's refusal to require the Park to contribute to the Cali Fund undermines the multilateral mechanism established by the Parties to the CBD. Article 5 of the Nagoya Protocol and Article 15.7 of the CBD require fair and equitable benefit sharing from the utilization of genetic resources. The Park's commercial exploitation of DSI-derived organisms without benefit sharing violates these provisions.

D. Ridus's Defenses Are Unfounded in Law and Practice

Ridus contends that the Park is not a user of DSI and that its activities are non-commercial[60]. However, this position is inconsistent with the CBD's object and purpose, which includes equitable benefit sharing[61], and with the Parties' subsequent practice as reflected in Decision 16/2. The ICJ in *Gabcíkovo-Nagymaros Project (Hungary/Slovakia)*[62] affirmed that treaty

[58] Record ¶37
[59] Ibid ¶45
[60] ¶39–41
[61] *Convention on Biological Diversity*, June 5, 1992, 1760 U.N.T.S. 79. Article 1
[62] *Gabčíkovo-Nagymaros Project (Hungary/Slovakia)*, Judgment, 1997 I.C.J. 7 (Sept. 25).

interpretation must evolve in light of contemporary environmental realities. Excluding high-revenue, DSI-dependent institutions from benefit-sharing obligations would create a regulatory vacuum and frustrate the CBD's equity objectives.

Moreover, the Park's exemption of Panthera community members from paying viewing fees[63] does not negate its commercial nature. As the Court held in *Pulp Mills on the River Uruguay (Argentina v. Uruguay)*[64]Procedural environmental obligations must be interpreted in light of their substantive aims. The Park's selective fee waivers do not absolve it from its broader obligations under international law.

[63] Record ¶34
[64] *Pulp Mills on the River Uruguay (Arg. v. Uru.)*, Judgment, 2010 I.C.J. 14 (Apr. 20).

CONCLUSION AND PRAYERS

Applicant, the Republic of Anecoyon, respectfully requests this Honourable Court to adjudge and declare that:

1. The Respondent, the Kingdom of Ridus, has violated its obligations under the Convention on Biological Diversity and the Nagoya Protocol by accessing and utilising the genetic material of the Royal Panther fossil originating in Anecoyon, without obtaining the Applicant's prior informed consent;

2. The Applicant's refusal to grant prior informed consent for the de-extinction of the Royal Panther is a lawful and legitimate exercise of its sovereign rights under the CBD and is fully consistent with the Convention's objectives, including the conservation of biodiversity, the sustainable use of its components, and the fair and equitable sharing of benefits;

3. The Respondent's use of digital sequence information derived from the Royal Panther fossil constitutes "biotechnology" within the meaning of the CBD and the Nagoya Protocol, thereby triggering access and benefit-sharing obligations;

4. The Sidney Animal Park, by engaging in the commercial exhibition and monetisation of de-extinct Royal Panthers, qualifies as a user of digital sequence information on genetic resources within a commercial sector listed in CBD Decision 16/2, and is therefore subject to fair and equitable benefit-sharing obligations;

5. The Respondent must immediately cease all unauthorised use of the Applicant's genetic resources and digital sequence information derived therefrom, and must enter into good-faith negotiations with the Applicant to establish mutually agreed terms for access and benefit sharing in accordance with the CBD and the Nagoya Protocol;

6. The Respondent must provide full reparation to the Applicant for the breach of its international obligations, including restitution, compensation, and satisfaction, as appropriate under international law.

Respectfully submitted,

Agents for the Applicant

Republic of Anecoyon