

**Questions Relating to
Prior Informed Consent and Benefit Sharing
in the Context of De-Extinction
(Anecoyon v. Ridus)**



SURANA & SURANA INDIA ROUNDS

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School of Law, Christ (Deemed to be University), Bangalore

RECORD
Thirtieth Annual
Stetson International Environmental
Moot Court Competition
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NOTIFICATION, DATED 31 JULY 2025, ADDRESSED TO
THE MINISTER OF FOREIGN AFFAIRS OF ANECOYON
AND
THE MINISTER OF FOREIGN AFFAIRS OF RIDUS

The Hague, 28 July 2025.

On behalf of the International Court of Justice, and in accordance with Article 26 of the Rules of Court, I have the honor to acknowledge receipt of the joint notification dated 14 July 2025. I have the further honor to inform you that the case of Questions Relating to Prior Informed Consent and Benefit Sharing in the Context of De-Extinction (Anecoyon v. Ridus) has been entered as 2025 General List No. 303. The written proceedings shall consist of memorials to be submitted to the Court by 17 November 2025. Oral proceedings are scheduled for 16–18 April 2026.

/s/ _____
Registrar
International Court of Justice

JOINT NOTIFICATION, DATED 14 JULY 2025, ADDRESSED TO
THE REGISTRAR OF THE COURT

The Hague, 14 July 2025.

On behalf of Anecoyon and Ridus, and in accordance with Article 40, paragraph 1 of the Statute of the International Court of Justice, we have the honor to transmit to you an original copy of the English texts of the Special Agreement Between Anecoyon and Ridus for Submission to the International Court of Justice of Differences Between Them Concerning Questions Relating to Prior Informed Consent and Benefit Sharing in the Context of De-Extinction, signed at Cincinnati, Ohio, United States of America, on 14 July 2025.

For Anecoyon:

/s/ _____
Sarina Tangmite
Minister of Foreign Affairs

For Ridus:

/s/ _____
Nexia Braypeen
Minister of Foreign Affairs

SPECIAL AGREEMENT
BETWEEN
ANECOYON
AND
RIDUS
FOR SUBMISSION TO THE
INTERNATIONAL COURT OF JUSTICE
OF DIFFERENCES BETWEEN THEM CONCERNING
QUESTIONS RELATING TO PRIOR INFORMED CONSENT
AND BENEFIT SHARING IN THE CONTEXT OF DE-EXTINCTION

Anecoyon and Ridus,

Recalling that Anecoyon and Ridus are Members of the United Nations and that the Charter of the United Nations calls on Members to settle international disputes by peaceful means,

Noting that Anecoyon and Ridus are Parties to the Convention on Biological Diversity,

Emphasizing that Anecoyon and Ridus are Parties to the Nagoya Protocol on Access and Benefit Sharing,

Bearing in mind the Kunming-Montreal Global Biodiversity Framework,

Considering that Anecoyon and Ridus are Parties to the Convention on International Trade in Endangered Species of Wild Fauna and Flora,

Recognizing that differences have arisen between Anecoyon and Ridus concerning prior informed consent in the context of de-extinction efforts related to the Royal panther,

Further recognizing that Ridus strongly supports, in appropriate circumstances, fair and equitable benefit sharing under the Nagoya Protocol,

Acknowledging that Anecoyon and Ridus have been unable to settle their differences through negotiation,

Desiring that the International Court of Justice, hereinafter referred to as “the Court,” consider these differences,

Desiring further to define the issues to be submitted to the Court,

Have agreed as follows:

Article I

Anecoyon and Ridus, hereinafter referred to as “the Parties,” shall submit the questions contained in Annex A of this Special Agreement to the Court pursuant to Article 40, paragraph 1 of the Statute of the International Court of Justice. The Parties agree that the Court has jurisdiction to decide this matter and that they will not dispute the Court’s jurisdiction in the written or oral proceedings.

Article II

1. The Parties shall request the Court to decide this matter on the basis of the rules and principles of general international law, as well as any applicable treaties.
2. The Parties also shall request the Court to decide this matter based on the Agreed Statement of Facts, attached as Annex A, which is an integral part of this Agreement.
3. The Parties also shall request the Court to determine the legal consequences, including the rights and obligations of the Parties, arising from any judgment on the questions presented in this matter.

Article III

1. The proceedings shall consist of written pleadings and oral arguments.
2. The written pleadings shall consist of memorials to be submitted simultaneously to the Court by the Parties.
3. The written pleadings shall be consistent with the Rules for the 2025–2026 Stetson International Environmental Moot Court Competition (International Finals).
4. No changes may be made to any written pleading after it has been submitted to a national or regional round. A written pleading submitted to the International Finals must be an exact copy of the written pleading submitted to the national or regional round.
5. Any written pleadings or oral arguments that include fictitious sources, quotations, information, and/or facts will be subject to significant penalties, including up to disqualification.

Article IV

1. The Parties shall accept the Judgment of the Court as final and binding upon them and shall execute it in its entirety and in good faith.
2. Immediately after the transmission of the Judgment, the Parties shall enter into negotiations on the modalities for its execution.

3. If the Parties are unable to reach agreement within six months, either Party may request the Court to render an additional Judgment to determine the modalities for executing its Judgment.

Article V

This Special Agreement shall enter into force upon signature.

DONE at Cincinnati, Ohio, United States of America, this 14th day of July 2025, in two copies, each in the English language, and each being equally authentic.

For Anecoyon:

/s/
Sarina Tangmite
Minister of Foreign Affairs

For Ridus:

/s/
Nexia Braypeen
Minister of Foreign Affairs

ANNEX A

1. The Panthera are an Indigenous People who historically lived on the Passager Peninsula. Explorers (and then colonizers) from the Kingdom of Mammuthus arrived on the Passager Peninsula by ship, beginning in the early 1600s. The Kingdom established two provinces on the Passager Peninsula in 1648: Anecoyon and Ridus.
2. From 1648 until 1914, Anecoyon and Ridus were part of a single state, the Kingdom of Mammuthus, which also consisted of other provinces and territories. The monarchy ended in 1914, and Anecoyon and Ridus became separate, independent states with the Treaty of Separation in 1914. Today Anecoyon and Ridus remain neighboring sovereign states, with the Incilius River as a border.
3. Anecoyon has a population of 10 million people. Under the World Bank's classification system, Anecoyon is a lower-middle income country.
4. Ridus has a population of 55 million people. Under the World Bank's classification system, Ridus is a high-income country.
5. Because of disease, war, and forced migration, no organized community of the Panthera remains in Anecoyon. Small communities of the Panthera now live only in Ridus.
6. The Royal panther (*Puma rojali*) once inhabited the area that is now the territory of Anecoyon and Ridus. Fossils and bone remnants of the species have been found in Anecoyon and Ridus, but the best preserved specimens have been found in Anecoyon, due to geologic and climatic conditions. Annex B contains an illustration depicting what the Royal panther is thought to have looked like.
7. The Royal panther went extinct approximately 6,000 years ago, likely due to overhunting by the Blytheae people. The Panthera are descendants of the Blytheae, a connection that has been confirmed through recent DNA testing. Cave paintings of the Royal panther, attributed to the Blytheae, have been found in both Anecoyon and Ridus. The oral tradition of the Panthera includes tales of hunting the Royal panther.
8. Anecoyon and Ridus are Members of the United Nations (UN) and are Parties to the Statute of the International Court of Justice (ICJ).
9. Anecoyon and Ridus are Parties to the Vienna Convention on the Law of Treaties.
10. Anecoyon and Ridus are Parties to the Convention on Biological Diversity (CBD), each ratifying the CBD in 1993, becoming Parties to the CBD in the same year.
11. Anecoyon and Ridus are Parties to the Nagoya Protocol on Access and Benefit Sharing (Nagoya Protocol), each ratifying the Nagoya Protocol in 2015, becoming Parties to the Nagoya Protocol in the same year.

12. At the 16th meeting of the Conference of the Parties to the Convention on Biological Diversity, which also served as the 5th meeting of the Parties to the Nagoya Protocol (CBD COP16/NP-MOP5), Anecoyon issued the following statement regarding CBD Decision 16/2, titled “Digital sequence information on genetic resources,” which was included in the Conference Report: “All natural genetic information belongs to Mother Earth.”

13. At CBD COP16/NP-MOP5, Ridus issued the following statement regarding CBD Decision 16/2, which was included in the Conference Report:

We welcome the adoption of Decision 16/2 and the establishment of the Cali Fund, which is the financial arm of the multilateral mechanism on the fair and equitable sharing of benefits arising from the use of digital sequence information on genetic resources (DSI). In addition to operationalizing the Nagoya Protocol, the Cali Fund will contribute to Goal C of the Kunming-Montreal Global Biodiversity Framework by ensuring that the monetary benefits of DSI are shared fairly and equitably. Although we recognize that the Cali Fund is voluntary, we commit to requiring commercial entities in our jurisdiction in the specific sectors identified in Decision 16/2 to make appropriate contributions, when these entities meet the asset, sales, and profits thresholds specified in that document. We call on all Parties and non-Parties to do the same and to incentivize users in their jurisdiction to contribute to the global fund.

14. Anecoyon and Ridus are Parties to the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES), each since 1975. The Royal panther is not listed on any CITES Appendix.

15. In 1901, the best preserved fossil of the Royal panther was discovered in the Kingdom of Mammuthus in the province of Anecoyon, in what is now the territory of Anecoyon. In 2009, the Anecoyon Ministry of Natural Resources loaned the specimen for a 20-year period to the National Museum of Ridus. The loan agreement stated that the loan was “for the purposes of education and scientific research.”

16. On 16 September ~~2022~~ 2020, the National Museum of Ridus announced that it had within the past month extracted DNA from the Royal panther fossil and intended to create a Royal panther reference genome and use the digital sequence information¹ for the “de-extinction” and reintroduction of Royal panthers in protected areas in Ridus as part of a rewilding project.

¹ The Cali Fund Guide ([Multilateral Mechanism and the Cali Fund](#)) defines Digital Sequence Information (DSI) as “the digital representation of genetic material, such as DNA and RNA sequences, and potentially other linked data like amino acid sequences and molecular structures. It is the digital coding of an organism’s genetic blueprint, enabling rapid analysis and comparison of genetic data, facilitating the identification of potential drug targets, the development of new therapies, and other commercial and research applications. Digital Sequence Information is crucial for research across various fields, including medicine, conservation, cosmetics, agriculture, and biotechnology.”

17. The National Museum of Ridus is a state organ for purposes of international law.
18. On 27 September 2022, the following diplomatic note was forwarded to the Government of Ridus:

The Embassy of Anecoyon presents its compliments to the Government of Ridus and wishes to convey its ethical, policy, and legal concerns about the so-called “de-extinction” efforts related to the Royal panther. The risks of such actions are grave. Many commentators have noted animal welfare harms likely to be associated with de-extinction projects. The introduction of long-extinct species to the landscape may have unknown ecological consequences. Furthermore, de-extinction projects can create a moral hazard, undermining public and political support for conservation of existing species.

In the context of the Ridus Royal panther project, Anecoyon is the “country of origin of genetic resources,” pursuant to the Nagoya Protocol. Accordingly, Article 6 of the Nagoya Protocol requires the prior informed consent of Anecoyon. No further action regarding the DNA of the Royal panther fossil and any derivative from the fossil should be taken without such consent.

Please accept the assurance of my highest consideration.

/s/_____
D.B. Longipes, Ambassador

19. On 6 October 2022, the following diplomatic note was forwarded to the Government of Anecoyon:

The Embassy of Ridus presents its compliments to the Government of Anecoyon and has the honor to acknowledge receipt of the diplomatic note dated 27 September 2022. Respectfully, Ridus strongly disagrees with the characterization of its ecological restoration efforts. De-extinction offers an opportunity to reverse the wrongs of the past and can be instrumental to rewilding. Any individual animals used in the breeding process or produced will be treated humanely. Furthermore, the science used for de-extinction can also be employed to assist currently threatened and endangered species.

Finally, with respect to the suggestion that prior informed consent is required, we note that we obtained the fossil prior to the Nagoya Protocol’s entry into force, and it cannot be applied retroactively.

Please accept the assurance of my highest consideration.

/s/_____
L. Vexiffer, Ambassador

20. On 29 October 2022, the Government of Anecoyon sent a diplomatic note to the Government of Ridus that stated in part:

Although the fossil was loaned prior to the Nagoya Protocol's entry into force, we note that the extraction of the DNA and the use of the DSI—the “utilization of genetic resources”—is occurring after its entry into force. Furthermore, Article 15 of the Convention on Biological Diversity imposes a separate and independent obligation on Ridus to obtain prior informed consent.

21. On 9 November 2022, the Government of Ridus sent a diplomatic note to the Government of Anecoyon that stated in part:

Prior informed consent is not required in these circumstances for several additional reasons. The Nagoya Protocol, in Article 6, refers to the consent of the Party providing genetic resources. Although Anecoyon may wish to characterize itself as such a Party, the definition of “country providing genetic resources” in Article 2 of the CBD does not cover resources collected from extinct species. Moreover, the Royal panther was (according to today's borders) a transboundary species. Because its range included what is now the territory of Ridus, Ridus has a claim to the DNA pursuant to Nagoya Protocol Article 11. Finally, even if prior informed consent is required (which we do not believe to be the case), such consent was obtained. The loan agreement expressly contemplated “scientific research.” Mapping the genome of the Royal panther is scientific research, and therefore, the original loan agreement satisfied any consent requirement.

22. The Government of Anecoyon's response stated in part:

We reject the erroneous interpretation of the definition of “country providing genetic resources.” The CBD definition refers to resources collected from *in-situ* sources, which includes the fossil. Regardless of whether the Royal panther once lived in the territory that is now Ridus, the DNA was collected from a specimen that came from the territory of Anecoyon. Finally, because the general loan agreement did not contemplate a novel use such as a so-called de-extinction project, any consent was thus not informed.

23. Negotiations between Anecoyon and Ridus ensued, with Ridus stating that although prior informed consent is not required, it would seek it in good faith.

24. Negotiations concluded in October 2023, with Anecoyon emphasizing that it did not consent to the fossil or any derivatives from the fossil being used for de-extinction purposes. In December 2023, Anecoyon enacted national legislation prohibiting the use of any genetic resources from its territory or any derivative from its genetic resources for purposes of de-extinction. Anecoyon demanded return of the fossil and that the de-extinction project be abandoned.

25. Ridus stated that although access to genetic resources is subject to national legislation pursuant to CBD Article 15.1, the same article provides a paragraph later that a Contracting Party “shall ... not ... impose restrictions that run counter to the objectives of the Convention.” Ridus further pointed out that denying access based on objections to de-extinction is counter to the CBD’s objectives, as reflected in Articles 8, 9, and 12.
26. Anecoyon observed that all the CBD’s references to species (e.g., “threatened species”) contemplate extant species and that CBD Article 15.2 only refers to providing access to genetic resources for “environmentally sound uses,” but a de-extinction project is not a sound use. In Anecoyon’s view, such actions encourage continued destruction of habitat based on the false hope that species can be resurrected.
27. Ridus returned the fossil to Anecoyon but continued with the genome sequencing and de-extinction project.
28. On 13 August 2024, Ridus announced it had completed its work on the Royal panther genome sequence and made the DSI publicly available. Ridus also announced that it had conducted a consultation with the leaders of the Panthera communities in Ridus, who consented to and supported the de-extinction project.
29. Ridus further noted that it had contracted with a private company, Salols Co., that would use the DSI to resurrect the Royal panther.
30. Anecoyon again renewed its objections, emphasizing that it did not consent to the use of the fossil, or any derivatives therefrom, for these purposes.
31. Salols Co. compared the DSI of the Royal panther and the DSI of the North American cougar, genetically engineered with CRISPR technology North American cougar cells to resemble traits of the Royal panther, and implanted the resulting placenta in a host cougar.²
32. On 19 December 2024, two panthers were produced through this process, named Ixchel and Itzamna. Under the domestic law of Ridus, they are the property of the state. Ridus considers the panthers to be Royal panthers. Anecoyon does not.
33. Ixchel and Itzamna are currently being raised in the Sidney Animal Park, a privately-owned, 200-hectare site, which hosts more than 300 different species of animals. The Sidney Animal Park is operated by a non-profit corporation and is accredited by the World Association of Zoos and Aquariums. The agreement between Ridus and the non-profit corporation states that, in exchange for the park’s care and provision of habitat for Ixchel and Itzamna, the park would be permitted to charge visitors to observe them.
34. Approximately one million people visit the Sidney Animal Park each year, making it one of the largest tourist destinations in Ridus. The one-day base ticket for an adult is 119.00 USD.

² For general background on the process, see https://www.youtube.com/watch?v=F5uCuOwK_VE.

Visitors may observe Ixchel and Itzamna for an additional charge of 40.00 USD, except for members of the Panthera, who may see them for free. In the first six months of hosting Ixchel and Itzamna, 50,000 visitors paid the additional charge to observe them. It is expected that the demand will remain constant.

35. The revenue generated by the panther-viewing charge is used for the care of the two panthers. Any excess funds will be used in the Sidney Animal Park's captive breeding program for other species, including for transboundary species that migrate between Anecoyon and Ridus.
36. Ridus's longer-term plan is to introduce the second and succeeding generations of the panthers in a government-owned protected area as part of a rewilding project. The rewilding project will have an eco-tourism element, in which small safari companies, operated by members of the Panthera, will take jeeps of up to eight tourists to observe the animals in the wild.
37. CBD 16/2 states, in pertinent part:

The Conference of the Parties,

1. Adopts the modalities for operationalizing the multilateral mechanism for the fair and equitable sharing of benefits from the use of digital sequence information on genetic resources, including a global fund, as set out in the annex to the present decision;

Annex

Modalities for operationalizing the multilateral mechanism for the fair and equitable sharing of benefits from the use of digital sequence information on genetic resources, including a global fund

2. All users of digital sequence information on genetic resources under the multilateral mechanism should share benefits arising from its use in a fair and equitable manner.

3. Users of digital sequence information on genetic resources in sectors that directly or indirectly benefit from its use in their commercial activities should contribute a proportion of their profits or revenue to the global fund, according to their size. Having regard to paragraph 13, entities that, on their balance sheet dates, exceed at least two out of three of thresholds (namely, total assets: 20 million United States dollars, sales: 50 million dollars, and profit: 5 million dollars) averaged over the preceding three years should contribute to the global fund 1 per cent of their profits or 0.1 per cent of their revenue, as an indicative rate. An indicative list of sectors to which such users may belong is contained in enclosure I.

13. Parties and non-Parties are invited to take administrative, policy or legislative measures, consistent with national legislation, to incentivize users in their jurisdiction to contribute to the global fund in line with the modalities of the multilateral mechanism.

Enclosure I

Indicative list of sectors that may benefit directly or indirectly from the use of digital sequence information on genetic resources

1. Sectors that may benefit directly or indirectly from the use of digital sequence information on genetic resources include:

- (a) Pharmaceuticals;
- (b) Nutraceuticals (food and health supplements);
- (c) Cosmetics;
- (d) Animal and plant breeding;
- (e) Biotechnology;
- (f) Laboratory equipment associated with the sequencing and use of digital sequence information on genetic resources, including reagents and supplies;
- (g) Information, scientific and technical services related to digital sequence information on genetic resources, including artificial intelligence.

2. The present list will be kept under review, taking particular note of the International Standard Industrial Classification of all Economic Activities, the Central Product Classification and corresponding regional or national codes.

38. On 22 April 2025, Anecoyon Minister of Foreign Affairs reiterated in an official public statement that Anecoyon has never consented to the use of its genetic resources in such a way. Recalling the statement of Ridus at CBD COP16/NP-MOP5, she called on Ridus to require the Sidney Animal Park to provide 0.1 per cent of its annual revenue to the Cali Fund. In the view of Anecoyon, the so-called de-extinction project constitutes biotechnology, as defined by the CBD and the Nagoya Protocol. The Anecoyon Minister stated that the financial thresholds in 16/2 were easily satisfied because the Sidney Animal Park has more than 20 million USD in total assets and has annual sales in excess of 50 million USD.
39. In response, at a press conference, the Ridus Minister of Foreign Affairs stated that, in principle, Ridus remains a strong supporter of benefit sharing and the Cali Fund, but observed that CBD Decision 16/2 is not applicable in this instance. “It would be a sad day,” he said, “if we classified the Royal panther as ‘biotechnology’ or a ‘product.’ Nagoya was never intended to cover de-extinction projects.” He recalled that at CBD COP16/NP-MOP 5, the UN Secretary General observed that benefit sharing was designed to “make those profiting from nature contribute to its protection and restoration.” In this case, however, the

Minister emphasized that Ridus and Sidney Animal Park are contributing to nature protection and restoration.

40. An aide to the Ridus Minister, Dr. T'Challa, further explained in a technical briefing before a legislative committee, that in Ridus's view, the Sidney Animal Park is not properly classified as a user of DSI—it is merely providing habitat and caring for the animals. The aide pointed out that the activities of the Sidney Animal Park do not fall within the sectors that benefit from the use of DSI. Rather, under the International Standard Industrial Classification of all Economic Activities (ISIC), which 16/2 references, the activities of the Sidney Animal Park are within the Botanical and Zoological Gardens and Nature Reserves Activities classification.
41. The aide to the Ridus Minister also stated that under CBD Decision 16/2, only commercial users of DSI are encouraged to contribute, noting here that the overall and ultimate purpose of the de-extinction project is non-commercial environmental restoration and rewilding. In this context, the aide also raised an analogy with CITES, suggesting that the Sidney Animal Park is a non-profit zoo, which is generally viewed as non-commercial in the CITES context. He stated that under CITES Resolution 5.10 (Rev. COP19), "Definition of 'primarily commercial purposes,'" zoos are generally treated as non-commercial activities.
42. In response, Anecoyon rejected the notion that CITES is relevant in this context and stated that, by any measure, an entity that generates at least 130 million USD in revenue annually is engaged in commercial uses covered by CBD Decision 16/2. Anecoyon emphasized that, in its view, the position of Ridus established a regrettable example for other Parties, undermined CBD Decision 16/2, and was inconsistent with Ridus's commitment made at CBD COP16/NP-MOP 5.
43. In light of their shared history and close connections, Anecoyon and Ridus subsequently agreed to discuss whether benefit sharing would be appropriate under the Nagoya Protocol and CBD Decision 16/2.
44. Further negotiations did not entirely resolve the dispute; however, to underscore Ridus's commitment to and support of the Cali Fund, Ridus agreed to facilitate benefit sharing in accordance or consistent with CBD Decision 16/2 if an international tribunal determines that the Sidney Animal Park is a user of DSI on genetic resources and that the Sidney Animal Park is a commercial activity covered by a sector currently listed in CBD Decision 16/2.
45. The financial thresholds in CBD Decision 16/2 contemplate a three-year average; however, in the spirit of cooperation and a desire to resolve this dispute, Ridus conceded that the Sidney Animal Park has assets in excess of 20 million USD. Ridus also agreed that the following figures may be used as the averages for purpose of determining the financial thresholds: annual sales are 130 million USD, consisting of 119 million USD in basic ticket fees; 7 million USD in food, drink, and gift sales; and 4 million USD in panther observation fees. For purposes of resolving this dispute, Ridus agreed not to contest that the financial thresholds are met.

46. Anecoyon and Ridus agreed to submit the following questions regarding prior informed consent to the ICJ:
- 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 based on its objections to de-extinction is counter to the CBD's objectives.
47. Furthermore, Anecoyon and Ridus also agreed to submit the following questions regarding benefit sharing to the ICJ:
- A. Whether, as an initial matter, DSI used for de-extinction activities is "biotechnology" for purposes of the CBD and the Nagoya Protocol; and
 - B. 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.
48. The Parties are not required to present their arguments in the order above.

ANNEX B

