

**Submission of proposals related to the Further revised draft text of an agreement under the United Nations Convention on the Law of the Sea on the conservation and sustainable use of marine biological diversity of areas beyond national jurisdiction**

**Template**

*Please fill out one form for each article which your delegation(s) or group(s) wish(es) to propose, amend or delete.*

- 1. Name(s) of Delegation(s) and/or Group(s) making the proposal in the order that they should be listed in any conference room papers or other documents:**

International Union for Conservation of Nature

- 2. Please indicate the relevant part of the Further revised draft text (as reflected in A/CONF.232/2022/5<sup>1</sup>) that this proposal relates to, using the drop-down menu below.**

PART XI GOOD FAITH AND ABUSE OF RIGHTS

- 3. Please indicate the relevant article of the Further revised draft text (as reflected in A/CONF.232/2022/5<sup>1</sup>) that this proposal relates to (if applicable) or indicate if this is a proposal for an additional article**

Additional - Part XI bis

- 4. Kindly provide the amendments to the article that are being proposed in the text box below, using the “track changes” function in Microsoft Word. Please only reproduce the parts of the article that are being amended or deleted - examples are attached for reference.**

Responsibility and liability

1. Parties are responsible for the fulfilment of their international obligations concerning the protection and preservation of the marine environment and fair and equitable sharing of benefits.

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<sup>1</sup> Currently available as an advance, unedited, version on the website of the IGC: [Fifth substantive session \(un.org\)](https://www.un.org/development/desa/ia/ia-igc/)

2. They shall be liable in accordance with international law for damage or loss arising from failure to carry out their responsibilities under this Agreement.

3. Recognizing that the obligations under this Agreement are established for the protection of humankind's collective interest in marine biodiversity in areas beyond national jurisdiction and are owed to the international community as a whole, any State Party to this agreement [and any competent international organization] is entitled, on behalf of itself or of the international community, to invoke the responsibility of another State that has breached its obligations under this agreement.

4. Redress of any environmental damage shall prioritize recovery of ecological integrity as determined by use of the best available science.

5. Recognizing that the marine environment is an essential Earth system, all environmental damage, including that which is not economically quantifiable, shall be subject to reparations in consideration of any ecosystem services and integral functions that have been lost.

**5. Rationale for the proposal, if any.**

Responsibility, liability and compensation articles make it clear that the obligations in this Agreement are enforceable and that breach has consequences. These obligations already exist in international law. ITLOS Case No. 17. Paragraphs 1 and 2 state the basic international law rule, embodied in UNCLOS Articles 139, 235, 263, and 304. Paragraph 3 clarifies that the obligations in this Agreement may be enforced by any party, without a requirement of "special injury". Paragraph 4 focuses redress on environment environmental recovery of essential Earth systems. Paragraph 5 states explicitly that environmental damage includes "damage caused to the environment, in and of itself," also called "pure" environmental damage, "non-use values" or "non-market values". See ICJ, Costa Rica v Nicaragua.