INTERNATIONAL COURT OF JUSTICE

OBLIGATIONS OF STATES IN RESPECT OF CLIMATE CHANGE

(REQUEST FOR ADVISORY OPINION)

SECOND WRITTEN STATEMENT OF MEXICO

August 2024

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I. INTRODUCTION

1. Pursuant to the Order of the President of the International Court of Justice ("the Court") of 20 May 2024, Mexico hereby submits its written comments on the written statements presented in connection with the request for an advisory opinion contained in UN General Assembly Resolution 77/276, adopted by consensus on 29 March 2023.

2. During the last year, three international courts - the Court, the International Tribunal for the Law of the Sea ("ITLOS") and the Inter-American Court of Human Rights - have been asked to issue advisory opinions related to climate change. Because the scope of jurisdiction of these three International Courts is different, it is foreseeable that each of the advisory opinions will have a different scope and that each of them address a different set of obligations or analyze them from different perspectives.

3. Mexico hopes that between the three advisory opinions in question, a synergy and cross-pollination will be established that contributes to the identification and clarification of the content and scope of the set of obligations that States have vis-à-vis climate change. With the purpose of contributing to this cross-pollination, within the framework of this written statement, where relevant and when appropriate, Mexico will refer to the advisory opinion issued on the matter by the International Tribunal for the Law of the Sea on 21 May 2024.

4. The written comments address certain specific issues arising from the written statements submitted by other States and international organizations and Mexico's perspective regarding the two questions. It is organized in four parts. Following this introductory section, Part II addresses Mexico's perspective regarding the relationship between general international law and the climate regime. Part III addresses a number of specific obligations concerning climate change, such as due diligence, cooperation, the principle of common but differentiated responsibilities and respective capabilities, and the duty to provide legal remedies. Part IV addresses observations regarding the second question as follows: (A) applicability of rules of State responsibility in climate change, (B) attribution to States under general international law of State responsibility, and (C) legal consequences of an international wrongful act. Finally, Part V summarizes the conclusions reached by the written comments.

II. COMMENTARIES REGARDING THE RELATIONSHIP BETWEEN GENERAL INTERNATIONAL LAW OBLIGATIONS AND THE OBLIGATIONS SET FORTH IN THE CLIMATE REGIME

5. Some States have argued that the climate change regime constitutes *lex specialis* with respect to legal principles of a more general nature, and that there is no basis for imposing specific legal obligations beyond those agreed upon in the United Nations Framework Convention on Climate Change (UNFCCC), Kyoto Protocol and Paris Agreement. However, several States, including Mexico, disagree with those views.

6. Mexico contends that A) *lex specialis derogat legi generali* principle does not apply in the present case, and B) the Court instead shall apply the principle of harmonization by interpreting and analyzing other instruments and rules of general international law in order to determine the obligations of States to address climate change and its legal consequences.

A. The principle of *lex specialis derogat legi generali* does not apply in the present case

7. The International Law Commission (ILC) has noted that "[f]or the *lex specialis* principle to apply it is not enough that the same subject matter is dealt with by two provisions; there must be some actual inconsistency between them, or else a discernible intention that one provision is to exclude the other".[1] In this sense, the Court has established that "in practice, rules of [general] international law can, by agreement be derogated from in particular cases, or as between particular parties".[2] It is to be noted also that, for a conflict between norms to exist it must involve the same parties, address the same subject matter, and the provisions must be incompatible with each other.[3]

[1] International Law Commission, Draft Articles on Responsibility of States for Internationally Wrongful Acts, with commentaries, U.N. Doc. A/56/10 (2001), p. 140, para. 4; see also Report of the Study Group of the International Law Commission, finalized by Mr. Martti Koskenniemi, *Yearbook of the International Law Commission*, 2006, *Vol. II*, Part One, A/CN.4/SER.A/2006/Add.1 (Part 1/Add.2), p. 25, para. 89.
[2] *North Sea Continental Shelf (Federal Republic of Germany/Denmark)*, Judgment, I.C.J. Reports 1969, p. 3, at p. 42, para. 72; see also *Military and Paramilitary Activities in and against Nicaragua (Nicaragua v. United States of America)*, Merits, Judgment of 27 June 1986, I.C.J. Reports 1986, p. 14, at p. 137, para. 274.
[3] *Indonesia—Certain Measures Affecting the Automobile Industry, WTO Panel report, WT/DS54/R, WT/DS55/R, WT/ DS59/R, WT/DS64/R, Corr.1 and Corr.2, adopted 23 July 1998, and Corr.3 and Corr.4*, para. 14.28.

8. Additionally, the ILC has noted that "this maxim may operate: (a) within a single instrument; (b) between two different instruments; (c) between a treaty and a non-treaty standard; and (d) between two non-treaty standards".[4]

9. Mexico acknowledges that the UNFCCC, the Kyoto Protocol and the Paris Agreement are important achievements for the international community in order to address climate change. In particular, the Paris Agreement aims to strengthen the global response to the threat of climate change, holding the increase in the global average temperature to well below 2°C above pre-industrial levels and pursuing efforts to limit the temperature increase to 1.5°C above pre-industrial levels. While their binding nature is undisputed, these instruments lack of specific targets assigned to each of the Parties and sanction mechanisms for non-compliance.

10. Regarding primary rules, Mexico recognizes that these rules relevant to climate change are intended to foster cooperation and enhance the capacity of Parties, in particular developing States, to manage climate change and implement appropriate strategies.[5] However, it is important to note that the legal force of particular provisions of the Paris Agreement varies; some provisions create legal obligations,[6] others create an expectancy of compliance,[7] some encourage actions, and others are mere expressions of the importance of addressing climate change.[8]

11. These weaknesses and lack of enforceability suggest that there is no inconsistency between this instrument and other primary rules of international law such as the no-harm principle, due diligence, prevention, precaution and human rights obligations which require States to take certain actions to comply with them. Moreover, there is no specific provision in the climate change treaties that would lead to conclude that States agreed to derogate other rules of international law.

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[4] Report of the Study Group of the International Law Commission, finalized by Mr. Martti Koskenniemi, *Yearbook of the International Law Commission 2006, Vol. II*, Part One, A/CN.4/SER.A/2006/Add.1 (Part 1/Add.2), p. 25, para. 68.

[5] UNFCCC COP Decision 2/CP.19 (31 January 2014) UN Doc. FCCC/CP/2013/10/Add.1; and UNFCCC COP Decision 3/CP.18 (28 February 2013) UN Doc FCCC/CP/2012/8/Add.1.

[6] Paris Agreement, Dec. 12, 2015, art. 8, 3156 U.N.T.S. 79, entered into force Nov. 4, 2016, Article 4.2. This provision requires that each party shall submit an NDC every five years.

[7] Ibid, first sentence of Article 4.4, which recommends that developed countries should adopt economy-wide, absolute emission reduction targets; second sentence of Article 4.4, which encourages other parties to move towards economy-wide, absolute targets over time; Article 4.3, which provides that successive NDCs will represent a progression and reflect a party's highest possible ambition.

[8] Ibid, Articles 7.2 and 7.4, which recognize that adaptation is a global challenge and that the current need for adaptation is significant.

12. In addition, it is important to note that the International Tribunal of the Law of the Sea (ITLOS) recently established that the obligation under Article 194, paragraph 1, of the United Nations Convention on the Law of the Sea (UNCLOS) would not be satisfied "simply by complying with the obligations and commitments under the Paris Agreement".[9]

13. For Mexico, both sets of obligations are not comparable and do not exclude each other. Even if they were, the application of the *lex specialis* principle to each of the international law rules should be analyzed on a case-by-case basis. As the Court has ruled, the fact that an instrument may contain limited obligations regarding a particular topic does not exclude any other obligations that may exists in treaty or customary international law.[10]

14. Regarding the legal consequences under climate change obligations, States Parties to the Paris Agreement agreed in the first Conference of the Parties that Article 8 shall not involve or provide a basis for any liability or compensation.[11] Although the objective of the mechanism is to provide accountability for climate change, the tools adopted to deal with climate change losses and damages such as the Santiago Network and the Fund for responding Loss and Damage have yet to be properly operationalized.

15. There is a clear omission of the climate change regime to establish secondary rules, therefore, any possible legal consequences arising from an alleged breach of the obligations regarding climate change could be addressed through secondary rules of international law. On this basis, Article 55 of the Articles on Responsibility of States for International Wrongful Acts, would not be applicable, which provides the inapplicability of the law of State responsibility when the international responsibility of a State is governed by special rules of international law.[12]

16. Therefore, in Mexico's interpretation, it is necessary to resort to general rules of customary international law that operate alongside the primary rules to cover areas that the climate change regime did not specifically regulate. This coexistence ensures a comprehensive

[9] *Request for an advisory opinion submitted by the Commission of Small Island States on Climate Change and International Law, Advisory Opinion, 21 May 2024, ITLOS, 2024,* para. 223.
[10] *Certain Activities Carried Out by Nicaragua in the Border Area (Costa Rica* v. *Nicaragua)* and *Construction of a Road in Costa Rica along the San Juan River (Nicaragua* v. *Costa Rica), Judgment, I.C.J. Reports 2015*, p. 708, para. 108.
[11] United Nations Framework Convention on Climate Change, Adoption of the Paris Agreement, U.N. Doc. FCCC/CP/2015/10/Add.1 (Jan. 29, 2016), para. 51.
[12] E.g. In the *Mesa Power Group v. Government of Canada*, the Permanent Court of Arbitration referred to Article 55 of the ILC Articles on State responsibility when finding that "Article 1503(2) [of NAFTA] constitutes a *lex specialis* that excludes the application of Article 5 of the ILC Articles".

legal framework to address potential legal issues, presuming that international law is a unified body of law.[13]

17. For the reasons above, Mexico contends that in this case, the principle of *lex specialis derogat legi generali* is not applicable.

B. The Court shall apply the principle of harmonization in the present case

18. As ITLOS has stated in its aforementioned advisory opinion, climate change conventions such as the UNFCCC and the Paris Agreement, are the primary legal instruments addressing this global problem and are relevant in interpreting, applying and complementing UNCLOS; however, these instruments do not supersede the latter.[14] In Mexico's view, this reasoning could be applicable to other instruments and general international law.

19. Mexico notes that on the one hand, there is an extensive treaty regime addressing climate change that includes the UNFCCC, the Kyoto Protocol, the Paris Agreement, Annex VI to the International Convention for the Prevention of Pollution from Ships, as modified by the Protocol of 1978 (MARPOL), Annex 16 to the Convention on International Civil Aviation (Chicago Convention), and the Montreal Protocol on Substances that Deplete the Ozone Layer (Montreal Protocol). On the other hand, there are additional international rules from international treaties, custom and general principles of law that should be analyzed in order to address the problem of climate change. In order to identify obligations of the States and clarify their content, the Court should interpret and analyses several instruments and rules of general international law.

20. In the present case, Mexico contends that the Court is not limited to interpret and analyses the climate change regime, but as referred in the request, the Court shall give special consideration to other legal instruments and duties of general international law.[15] In the same vein, Chile observes that "the climate change regime cannot be assessed on its own, but must

[13] James Crawford, 'The ILC's Articles on Responsibility of States for Internationally Wrongful Acts: A Retrospect' [2002] 96(4) American Journal of International Law 879-880

[14] *Request for an advisory opinion submitted by the Commission of Small Island States on Climate Change and International Law, Advisory Opinion, 21 May 2024, ITLOS, 2024,* paras. 222-224.

[15] The request mentions: "Having particular regard to the Charter of the United Nations, the International Covenant on Civil and Political Rights, the International Covenant on Economic, Social and Cultural Rights, the United Nations Framework Convention on Climate Change, the Paris Agreement, the United Nations Convention on the Law of the Sea, the duty of due diligence, the rights recognized in the Universal Declaration of Human Rights, the principle of prevention of significant harm to the environment and the duty to protect and preserve the marine environment, […]"

be considered in conjunction with the other applicable law,"[16] while Colombia similarly considers "the UNFCCC regime […] as a relevant framework for international law on climate change"[17]; nevertheless, "international law addressing climate change is not confined to the UNFCCC regime […] in addition to these rules, international law comprises some norms of a customary nature and of a general application".[18]

21. For this purpose, coordination and harmonization between two sets of rules would be necessary. As the ILC has analyzed, the principle of harmonization "is a generally accepted principle that when several norms bear on a single issue they should, to the extent possible, be interpreted so as giving rise to a single set of compatible obligations".[19] The Court has applied this principle in the *Pulp Mills case,* where it interpreted the 1975 Uruguay River Treaty alongside the environmental impact assessment principle of international environmental law.[20]

22. For instance, the duty of due diligence could be a helpful complement to treaty-based obligations considering its wide application. Moreover, the no harm principle could be harmonized with the obligations set forth in the Paris Agreement; both rules would help avoid adverse effects of climate change that could harm other States and provide for a more comprehensive interpretation of the obligations of States in regard to climate change, in view of the negative effects that this phenomenon poses to all Nations of the international community.

23. For these reasons, Mexico maintains that the Court shall apply the principle of harmonization in order to determine the obligations of States to address the first question of the advisory proceeding.

III. OBSERVATIONS REGARDING OBLIGATIONS OF STATES UNDER INTERNATIONAL LAW CONCERNING CLIMATE CHANGE

24. Mexico takes note of the commentaries submitted by States[21] and international organizations on the first question. Based on these observations, Mexico intends to elaborate

[16] Written Statement of Chile, para. 74.
[17] Written Statement of Colombia, para. 3.8.
[18] Ibid, para. 3.9.
[19] Report of the Study Group of the International Law Commission, finalized by Mr. Martti Koskenniemi, *Yearbook of the International Law Commission 2006, Vol. II*, Part One, A/CN.4/SER.A/2006/Add.1 (Part 1/Add.2), p. 105.
[20] *Pulp Mills on the River Uruguay (Argentina v. Uruguay)*, Judgment, *I.C.J. Reports* 2010, para. 204.
[21] Mexico reserves its position regarding figure 1 included in the written statement of Belize and considers the inclusion of such map in the document in question to be irrelevant and unnecessary. Therefore, Mexico

on the obligations of States in the light of the climate change regime by referring to: A) due diligence; Principle of Common but Differentiated Responsibilities and Respective Capabilities; and, C) duty to provide legal remedies.

A. Due diligence in the context of the climate change regime

25. In its written statement submitted last March, Mexico explained, in general terms, its vision on the obligation of due diligence. On this opportunity, taking into consideration the principle of harmonization, Mexico will focus on how this obligation is included in the climate change regime, namely the UNFCCC and the Paris Agreement.[22]

26. The analysis to be carried out aims to demonstrate that compliance with the obligation of diligence provided for in the climate change regime can be measured through a series of mutually interdependent provisions of the UNFCCC and the Paris Agreement.

27. This due diligence obligation is context-specific and may evolve over time in the light of the best available scientific evidence, traditional and new knowledge or as technological solutions develop.[23] Furthermore, this obligation is linked to the fundamental obligation to cooperate that, as will be explained in detail below, is at the same time a factor for the assessment of the compliance with the obligation of due diligence under the climate change regime.

28. In this context, Mexico will touch upon two main issues. First, it will address four factors or standards of the climate change regime, which assist in assessing compliance with the due diligence obligation. Secondly, it will delve into the relationship between the obligation of due diligence and the obligation to cooperate.

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respectfully requests the Court not to take it into account for the purposes of the advisory opinion at hand. *See* Written Statement of Belize, "Obligations of States in Respect of Climate Change, 21 March 2024, pp. 10.

[22] *Request for an advisory opinion submitted by the Commission of Small Island States on Climate Change and International Law, Advisory Opinion, 21 May 2024, ITLOS, 2024*, p. 78, para. 214.

[23] *Pulp Mills on the River Uruguay (Argentina v. Uruguay) Judgment, I.C.J. Reports 2010,* p. 14, paragraph 77; *Responsibilities and obligations of States with respect to activities in the Area, Advisory Opinion, 1 February 2011, ITLOS Reports 2011,* p. 10, paragraph 117; *Request for an advisory opinion submitted by the Commission of Small Island States on Climate Change and International Law, Advisory opinion, ITLOS, 21 May 2024,* paragraph 239.

i. Assessing compliance with the obligation of due diligence under the climate change regime: analysis of four factors

29. As anticipated above, in this section, Mexico will carry out a reflection on four factors that would assist in assessing the level of compliance with the due diligence obligation provided for in the climate change regime. The four factors in question are: the preparation of National Determined Contributions; loss and damage associated with the adverse effects of climate change; the obligation to provide financial resources; and transfer of technology and capacity-building.

a. Nationally Determined Contributions

30. Nationally Determined Contributions (NDCs) are one of the main instruments that States Parties to the Paris Agreement have to achieve the long-term temperature goal set out in Article 2. While it is true that each State Party has discretion to determine the content and scope of its NDC this discretion is not absolute. NDC must reflect the "highest possible ambition" of each State, reflecting its common but differentiated responsibilities and respective capabilities, in the light of different national circumstances,[24] in a manner that does not threaten food production, and considering its scientific, technical, economic and financial capabilities.[25]

31. The implementation of NDCs must be continuous and progressive.[26] They must also be multi-sectoral and economy-wide, covering, for example, sectors such as forestry, transport, power generation, oil and gas, agriculture and livestock, residential and commercial sector and the waste management sector.

32. To fulfill their obligation of due diligence, States must prepare their NDCs according to objective parameters such as scientific knowledge and international rules and standards related to climate change set up by the competent international organizations.[27] Furthermore, when setting out the commitments included in their NDCs, States must make a good faith analysis of their capabilities and make "utmost efforts"[28] with a view to meeting the objective

[24] Paris Agreement, Dec. 12, 2015, art. 8, U.N.T.S. 79, entered into force Nov. 4, 2016, Article 4.
[25] *Request for an advisory opinion submitted by the Commission of Small Island States on Climate Change and International Law, Advisory Opinion, 21 May 2024, ITLOS, 2024,* paragraph 225.
[26] Paris Agreement, Dec. 12, 2015, art. 8, 3156 U.N.T.S. 79, entered into force Nov. 4, 2016, Article 4.
[27] *Request for an advisory opinion submitted by the Commission of Small Island States on Climate Change and International Law, Advisory Opinion, 21 May 2024, ITLOS, 2024,* paragraph 206
[28] *Request for an advisory opinion submitted by the Commission of Small Island States on Climate Change and International Law, Advisory Opinion, 21 May 2024, ITLOS, 2024,* para.233; *Responsibilities and obligations of States with respect to activities in the Area, Advisory Opinion,* 1 February 2011, ITLOS Reports 2011, p. 10, at p. 41.

provided for in Article 2 of the Paris Agreement. This will also be essential for them to act accordingly to the core objective of the climate change regime and to the *pacta sunt servanda* principle.[29]

33. Another important criterion to measure compliance with due diligence obligation regarding climate change is that all actions and strategies implemented regarding mitigation must be executed in such a manner so as to promote environmental integrity, transparency, accuracy, completeness, comparability and consistency.[30] Furthermore, these actions should also be in accordance with any relevant decisions of the Conference of the Parties of the UNFCCC[31] and the Conference of the Parties serving as the meeting of the Parties to the Paris Agreement (CMA).

34. In this context, the commitments to tripling renewable energy capacity globally and doubling the global average annual rate of energy efficiency improvements by 2030 and accelerating efforts towards the phase-down of unabated coal power and the net zero emission energy systems, utilizing zero- and low-carbon fuels well before or by around mid-century,[32] become tangible criteria from which compliance with due diligence obligation can be measured.

35. In line with Article 7 of the Paris Agreement, NDCs must also strengthen global action for adaptation, recognizing the need to increase adaptive capacity, enhance resilience and reduce the vulnerability of natural and anthropogenic ecosystems to the impacts of climate change of all nations, particularly those in vulnerable situations due to their economic, geographic and/or social conditions.

b. Loss and damage as a factor in assessing due diligence

36. Climate change is an urgent threat[33] and an unprecedented challenge of civilizational proportions.[34] Significantly, the adverse effects of climate change impact most dramatically those developing countries which are particularly vulnerable to those effects, like small island

[29] Vienna Convention on the Law of Treaties, May 23, 1969, 1155 U.N.T.S. 331, Article 26.
[30] Paris Agreement, Dec. 12, 2015, art. 8, 3156 U.N.T.S. 79, entered into force Nov. 4, 2016, Article 4(13).
[31] Ibid, Articles 4(8) and (9).
[32] Conference of the Parties serving as the meeting of the Parties to the Paris Agreement, Outcome of the First Global Stocktake, Draft Decision -/CMA.5, Proposal by the President, U.N. Doc. FCCC/PA/CMA/2023/L.17 (Dec. 13, 2023), paragraph 28.
[33] Paris Agreement, Dec. 12, 2015, art. 8, 3156 U.N.T.S. 79, entered into force Nov. 4, 2016, preamble.
[34] U.N. General Assembly, Request for an Advisory Opinion of the International Court of Justice on the Obligations of States in Respect of Climate Change, U.N. Doc. A/RES/77/276 (Apr. 4, 2023). pp.1

developing States, in particular groups in a situation of vulnerability as Indigenous Peoples and People of African descent. The recognition of this reality is aptly captured in the text of the question formulated by the General Assembly to the Court to render an advisory opinion.[35]

37. In view of the specific needs and special circumstances of developing States, in particular those which are vulnerable, it is noteworthy to highlight that in General Assembly Resolution 77/276, member States emphasized the urgency of scaling up action and support, including finance, capacity-building and technology transfer, to enhance adaptive capacity and to implement collaborative approaches for effectively responding to the adverse effects of climate change.[36] In this regard, an area where such actions need to be urgently scaled up is in connection to loss and damage.[37]

38. The significant and serious environmental and socio-economic losses and effects of climate change to most vulnerable developing states is scientifically well-documented, as shown by the Intergovernmental Panel on Climate Change (IPCC).[38]

39. Accordingly, a key component of the Paris Agreement in addressing loss and damage associated with the adverse effects of climate change is through the full and prompt operation of the Santiago Network and the Fund for responding Loss and Damage, actions that will in turn strengthen the Warsaw International Mechanism for Loss and Damage.[39]

40. While at COP 28 important steps were taken on this matter, with a view to mobilize specific actions in a number of areas of cooperation and facilitation to enhance understanding, action and support,[40] more decisive, enhanced and urgent actions are required from developed country Parties to meet their obligations under Article 8 of the Paris Agreement. In this connection, it is important to recall the contextual and systematic interpretation of the term "Parties" as outlined in the preliminary remarks above.

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[35] Idem.
[36] U.N. General Assembly, Request for an Advisory Opinion of the International Court of Justice on the Obligations of States in Respect of Climate Change, U.N. Doc. A/RES/77/276 (Apr. 4, 2023), pp.11
[37] Idem.
[38] U.N. General Assembly, Request for an Advisory Opinion of the International Court of Justice on the Obligations of States in Respect of Climate Change, U.N. Doc. A/RES/77/276 (Apr. 4, 2023). pp. 9 and IPCC Synthesis report of the IPCC Sixth Assessment.
[39] See Article 8(2) of the Paris Agreement. The Warsaw International Mechanism is to be distinguished from the Financial Mechanism of the Convention. In this regard, see Article 9 (8) of the Paris Agreement.
[40] Article Paris Agreement Article 8(4) provides a non-exhaustive list of areas of cooperation and facilitation to enhance understanding, action and support. Besides those listed under Article 8(4), such areas shall also include those connected with rehabilitation, reconstruction works, and resettlement.

41. Moreover, the full, effective and prompt fulfilment of the obligations connected to loss and damage by developed country Parties are key factors in assessing to what extent their individual and collective duties are being met in line with their due diligence obligation "to deploy adequate means, to exercise best possible efforts, to do the utmost to obtain the intended result"[41].

42. Notwithstanding the above, given the urgent threat of climate change and the vulnerability of many developing States to its adverse effects, the Court may also wish to elucidate whether the obligation to implement Article 8 is also considered to be as one of "result" and not purely one of "conduct" in light of an examination of the "text [of Article 8] and the overall circumstances envisaged by it".[42]

43. In taking appropriate cooperative measures and actions to implement loss and damage under the Paris Agreement, developed country Parties shall not only consider the factor of the best available science, but also international rules and standards relating to climate change under a human rights approach.[43] One such a rule is precisely the obligation of developed country Parties to provide financial resources in accordance with Article 3(1) of the UNFCCC. The latter obligation also implies providing accessible and predictable financial resources for the full and prompt operationalization of the Santiago Network and the Fund for responding to Loss and Damage to fulfil Article 8 of the Paris Agreement.

44. In light of the above-mentioned funding and cooperation obligations and given the interdependent character[44] of the obligations under the whole spectrum of the climate change regime, additional key factors in assessing due diligence also require examination. This is in particular through the fulfillment of the interconnected obligations under Articles 9, 10, 11, and 12 of the Paris Agreement.

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[41] *Responsibilities and obligations of States with respect to activities in the rea, Advisory Opinion,* 1 February 2011, ITLOS Reports 2011, p. 10, at p. 41; *Request for an advisory opinion submitted by the Commission of Small Island States on Climate Change and International Law, Advisory Opinion, 21 May 2024, ITLOS, 2024*, para. 110.

[42] *Request for an advisory opinion submitted by the Commission of Small Island States on Climate Change and International Law, Advisory Opinion,* 21 May 2024, ITLOS, 2024, para. 238

[43] Ibid, para. 208

[44] The term "interdependent obligations" has also been used in the past in a different context and with different purposes by Special Rapporteur on the Law of the Treaties, Gerald G. Fitzmaurice. See Document: A/CN.4/120, Fourth report on the Law of Treaties by Mr. G. G. Fitzmaurice, Special Rapporteur, Yearbook of the International Law Commission, 1959, Volume II, paragraphs 82 and 102.

c. The obligation to provide financial resources

45. Yet another central feature in the global response to climate change is the provision of adequate, accessible, predictable[45] and timely financial resources to developing countries. The implementation of actions connected to the obligation to cooperate in providing financial resources to assist developing States must be urgently scaled-up so as to effectively respond to the adverse effects of climate change. This is the more so, in view of the serious concern expressed recently by the UN General Assembly that the goal of developed countries to jointly mobilize USD 100 billion per year by 2020 in the context of meaningful mitigation actions and transparency on implementation has not yet been met.[46]

46. Article 9 makes clear that developed country Parties shall provide financial resources to assist developing country Parties with respect to both mitigation and adaption in continuation of their existing obligations under the UNFCCC. Such obligations under the Convention are found, among others, in Article 4(3), (4), (5), (7), (8), (9), and (10).

47. The provision of adequate, accessible, predictable and timely financial resources in accordance with Article 9 of the Agreement is another factor in assessing the extent to which developed country Parties are meeting their due diligence obligation in pursuing the stabilization of greenhouse gas concentrations in the atmosphere at a level that would prevent dangerous anthropogenic interference with the climate system.[47] The diligent implementation of Article 9 also extends to assessing the level of compliance with the aims of the Paris Agreement,[48] including the acceleration of the fulfillment of the aim to reach global peaking of GHG emissions in conformity with Article 4(1) of the Agreement.

48. In the light of the reasons raised above related to the urgent threat of climate change and the vulnerability of many developing States to its adverse effects, here again, the Court may also wish to clarify whether the obligation to provide financial resources to assist developing country Parties under Article 9 of the Paris Agreement is also considered to be as

[45] United Nations Framework Convention on Climate Change, preamble and art. 4, May 9, 1992, S. Treaty Doc No. 102-38, 1771 U.N.T.S. 107, Art. 4(3).
[46] U.N. General Assembly, Request for an Advisory Opinion of the International Court of Justice on the Obligations of States in Respect of Climate Change, U.N. Doc. A/RES/77/276 (Apr. 4, 2023), pp.12.
[47] United Nations Framework Convention on Climate Change, preamble and art. 4, May 9, 1992, S. Treaty Doc No. 102-38, 1771 U.N.T.S. 107, Art. 2.
[48] Idem.

one of "result" and not purely one of "conduct" by close examining the "text[of Article 9] and the overall circumstances envisaged by it".[49]

49. Given the drafting of Article 9(1), it seems difficult to establish a clear distinction between the obligations of conduct and those of result. It seems that the provision of financial resources is, in and itself, both an obligation of conduct and simultaneously one which requires a specific result[50] in achieving the objectives of the climate change regime.

50. As mentioned above, the interdependent character of the obligation to provide financial resources under the climate change regime, is interconnected with the need to meet other obligations such as those related to loss and damage, transfer of technology and capacity-building. The latter two are also critical factors to determine the extent to which the due diligence obligation is duly met.

d. Transfer of technology and capacity-building

51. International cooperation is essential so that all States can comply with the COP28 consensus, and the long-term goals set out in the Paris Agreement. These goals will only be achievable if all States have access to new and emerging technologies. For this to be the case, it is central that developed States do their utmost in providing financial and technical assistance and capacity building towards developing countries in accordance with Articles 9 to 11 of the Paris Agreement.

52. Mexico is aware of the differentiated capacities that still exist between developed and developing countries, and consequently it recognizes as an essential element to have sufficient support to accelerate the development and strengthening of technology transfer, training, co-innovation, and fair and inclusive digital transformation, which also promotes the momentum for capacity building processes, which should be structured under productive transition schemes seeking a simple and direct access to new productive and consumption patterns in harmony with the environment.

[49] *Request for an advisory opinion submitted by the Commission of Small Island States on Climate Change and International Law, Advisory Opinion*, 21 May 2024, ITLOS, 2024, para. 238

[50] There are other instances in the text of the Paris Agreement itself where obligations of conduct are clearly identifiable. For example, the second sentence of Article 4(4) provides that: "Developing country Parties should continue enhancing their mitigation efforts, and are encouraged to move over time towards economy-wide emission reduction or limitation targets in the light of different national circumstances".

53. The use of technology and innovation to address climate change is fundamental, as it allows to reduce emissions through the use of renewable energies, energy efficiency and clean transportation. It also provides support for carbon capture and storage.

54. Technology also contributes to strengthening adaptation and resilience measures through early warning systems and the promotion of resilient infrastructure. It also helps to comply with the transparency measures adopted in the Paris Agreement through monitoring, reporting and evaluation systems on greenhouse gas emissions, the network of meteorological stations and climate models that allow predicting the impacts of climate change and planning adaptation measures.

55. In this regard, support for innovation and technology transfer, in a non-commercial manner, is needed to provide innovative solutions that will enable country Parties to move towards a more sustainable future.

56. As for capacity-building, Mexico considers it as one of the cornerstones for the effective implementation of climate policies that should be promoted both, at the individual and institutional, with a systemic approach and cultural relevance, to meet the objectives of the climate change regime.

57. According to Article 11 of the Paris Agreement, capacity building should be a cross-cutting process with a participatory approach between different sectors, considering the wisdom of Indigenous Peoples and with a gender perspective.

58. Considering the above, Mexico recognizes among the relevant tools and methodologies for capacity-building to be the design, monitoring and evaluation of capacity-building efforts considering bottom-up. Furthermore, capacity building must consider gender issues, as well as inequality gaps.

ii. The obligation to cooperate and its relationship with the due diligence obligation

59. The obligation to cooperate is an essential feature under the *corpus* of international law relating to the environment[51] and a critical bedrock of the whole climate change regime. A wide

[51] See for instance, United Nations Charter, June 26, 1945, U.N.T.S. 805, Art. 1(3); United Nations Convention on the Law of the Sea, Dec. 10, 1982, 1833 U.N.T.S. 3, Art. 197; *Pulp Mills on the River Uruguay (Argentina v. Uruguay), Judgment, I.C.J. Reports 2010, p. 14*, para. 77; Written Statement of the Argentine Republic, paragraph 92; Rio Declaration on Environment and Development, U.N. Doc. A/CONF.151/26 (Vol. I), principle 27

range of provisions found both in the UNFCCC and the Paris Agreement contain, either explicitly or implicitly, the notion of the duty to cooperate.

60. This is illustrated in the Paris Agreement where it is affirmed the importance of cooperation at all levels on the matters addressed in that Agreement.[52] This is also the case of the UNFCCC, where it is acknowledged that the global nature of climate change calls for the widest possible cooperation by all countries and their participation in an effective and appropriate international response, in accordance with their common but differentiated responsibilities and respective capabilities and their social and economic conditions.[53]

61. Given the interdependent character of the obligations of the climate change regime, there is a link between the due diligence obligation under such regime and the duty to cooperate in the implementation of the relevant obligations under the UNFCCC and the Paris Agreement. This interdependence implies that the fulfillment of one is a factor to assess compliance with the other, and vice versa.

62. This interconnection materializes in the fact that the duty to cooperate is an obligation of conduct, and that compliance therewith should be assessed by reference to the efforts that States deploy to implement their obligations under the climate change regime. Such obligation is of an ongoing nature and must be implemented in a meaningful manner and in good faith.[54]

B. Principle of Common but Differentiated Responsibilities and Respective Capabilities (CBDR-RC) in the context of the climate change regime

63. The principle of Common but Differentiated Responsibilities and Respective Capabilities (CBDR-RC) is one of the cornerstones of the global climate change regime.[55] It is widely recognized in several multilateral environmental agreements,[56] and other instruments

[52] Paris Agreement, Dec. 12, 2015, art. 8, 3156 U.N.T.S. 79, entered into force Nov. 4, 2016, Preamble. In addition, see Articles 7(6) and (7); 8(3) and (4); 10(2); 11(3); 12; and 14(3).
[53] United Nations Framework Convention on Climate Change, May 9, 1992, 1771 U.N.T.S. 107, Preamble, pp.6 and 9; Articles 3(3) and (5); 4(1)(c),(d),(e), (g),(h),(i); 5(c); 6(b);and, 9(2)(d).
[54] *Request for an advisory opinion submitted by the Commission of Small Island States on Climate Change and International Law, Advisory Opinion, 21 May 2024, ITLOS, 2024,* para.306
[55] United Nations Framework Convention on Climate Change, May 9, 1992, 1771 U.N.T.S. 107, Preambular paragraph 6 and Articles 3(1) and 4(1); Paris Agreement, Dec. 12, 2015, art. 8, 3156 U.N.T.S. 79, entered into force Nov. 4, 2016, Preambular Paragraph 3 and Articles 2 (2), 4 (3); Rio Declaration on Environment and Development, U.N. Doc. A/CONF.151/26 (Vol. I), Principles 6 and 7; Article 10 of the Kyoto Protocol (1997) and its Annex B.
[56] Paris Agreement, Dec. 12, 2015, art. 8, 3156 U.N.T.S. 79, entered into force Nov. 4, 2016, Preambular paragraph 3, and Articles 2 (2), 4(3) and 4 (19); The Kyoto Protocol (Article 10); United Nations Framework Convention on Climate Change, May 9, 1992, 1771 U.N.T.S. 107, Preambular paragraph 6, and Articles 3(1) and 4(1); the Stockholm Convention on Persistent Organic Pollutants (preambular paragraph 13); the Minamata Convention on

such as the Rio Declaration and it has been acknowledged as one of the principles of environmental law by international tribunals such as the ITLOS[57] and the Inter-American Court of Human Rights,[58] and several national courts from various regions.[59]

64. In this vein, Mexico wishes to highlight two issues regarding this principle: first, that the term "Parties" under the Paris Agreement requires a contextual and systematic interpretation and second, the relevance of this principle in the operation of the climate change regime.

i. The term "Parties" under the Paris Agreement requires a contextual and systematic interpretation.

65. The term "Parties" found in the Paris Agreement cannot be interpreted in isolation. In order to give full effect to the various interdependent provisions, principles and objectives of the climate change regime, it requires a contextual and systematic interpretation. Mexico observes that the terminology used in the Paris Agreement referring to contracting parties varies depending on the content of its various provisions. In this respect, Mexico notes that the Paris Agreement refer in some of its provisions to "Parties".[60] In contrast, other provisions refer to either developed or developing country Parties.

66. One illustration of such dichotomy is found in Article 9, which specifically and explicitly refers to developed country Parties with regards to the obligation to provide financial resources. Notwithstanding the choice of wording by the negotiators of the Agreement to generally refer to "Parties" in some of its provisions, such references should be understood and

Mercury (preambular paragraph 4); 2002 Johannesburg Plan of Implementation; and Outcome Document of the 2012 Rio+20 conference (*The Future We Want*).

[57] *Request for an Advisory Opinion submitted by the Commission of Small Island States on Climate Change and International Law (Request for Advisory Opinion submitted to the Tribunal*), Case No. 31, Advisory Opinion of 21 May 2024, ITLOS, para 69, 218, 227, 325, 326.

[58] State obligations in relation to the environment in the context of the protection and guarantee of the rights to life and to personal integrity: Interpretation and Scope of Articles 4(1) and 5(1) in relation to Articles 1(1) and 2 of the American Convention on Human Rights, Inter-Am. Ct. H.R, Advisory Opinion OC 23/17, para 183.

[59]Australia (High Court, Gloucester Resources Limited vs. Minister for Planning, 2019) Belgium (4th Chamber of Brussels, VZW Klimaatzaak vs. Kingdom of Belgium & Others, 2021);Brazil (11ª Vara Federal de Curitiba, GP Distribuidora de Combustíveis S.A vs DG-ANP, 2021); Ecuador (Baihua Caiga et. al., vs. Petro Oriental S.A., 2020); France (Conseil d'Etat, Commune de Grande Synthe vs. France (Decision 11º 427301; Admissibility, 2020) and Notre Affaire a Tous and Others v. France, 2021); Germany (Federal Constitutional Court, Neubauer vs. Germany (2020); Mexico (First Chamber Supreme Court of Justice, AR 307/2016, para 88); Netherlands (Dutch Supreme Court. Urgenda v. Netherlands. (2019)); New Zealand (High Court, Thomson vs. Minister for Climate Change Issues, 2017); Norway (Supreme Court, Greenpeace Nordic Ass'n vs. Ministry of Petroleum and Energy, People vs. Artic Oil, 2020).

[60] Some examples are, among others,: Article 3; Article 4, paragraphs 1, 2, 7, 8, 9, 10; Article 5; Article 6; Article 7; Article 8; Article 10; Article 11 paragraphs 2, 3, and 4, and Article 12 of the Paris Agreement.

informed by the specific and explicit differentiation among developing and developed countries, including major GHG emitters, as reflected in the text of the UNFCCC, including through Annex I of the UNFCCC. In view of the above, a more suitable reading of the relevant provisions of the Paris Agreement requires a nuanced approach by considering the existence of an implicit differentiation across the various provisions of the Paris Agreement between developed and developing countries where the term "Parties" is found.

67. This implicit differentiation in provisions of the Paris Agreement where the term "Parties" is incorporated, is further informed by the CBDR-RC principle, which crosscuts the entire regime. This is confirmed also by the wording of Articles 3(1) and 4(7)[61] of the UNFCCC. For instance, Article 3(1) provides that the Parties should protect the climate system for the benefit of present and future generations of humankind, on the basis of equity and in accordance with their common but differentiated responsibilities and respective capabilities. Accordingly, developed country Parties should take the lead in combating climate change and the adverse effects thereof.

68. In addition, as part of the context, and in light of the object and purpose of the Paris Agreement, the preamble reinforces the CBDR-RC principle by enunciating that "[i]n pursuit of the objective of the Convention, and being guided by its principles, including the principle of equity and common but differentiated responsibilities and respective capabilities, in light of different national circumstances".[62]

69. Without prejudice to the definition of the term "Party" in Article 1(3) of the Paris Agreement, as a result of the above, it seems that there is a strong presumption in favor of interpreting the references to "Parties" across the Paris Agreement as containing an implicit differentiation among developed and developing countries. Therefore, the direct effect of this presumption is that in every provision where the term "Parties" appear, it should be understood that developed countries have a differentiated responsibility and thus it is for them to take the lead in combating climate change in view of the CBDR-RC. Moreover, this implicit distinction informs also the interpretation of the text of Articles 8, 10, 11, and 12 of the Paris Agreement.

[61] The latter provides that: The extent to which developing country Parties will effectively implement their commitments under the Convention will depend on the effective implementation by developed country Parties of their commitments under the Convention related to financial resources and transfer of technology and will take fully into account that economic and social development and poverty eradication are the first and overriding priorities of the developing country Parties.
[62] Paris Agreement, Dec. 12, 2015, art. 8, 3156 U.N.T.S. 79, entered into force Nov. 4, 2016, paragraph 3.

70. The general rule of treaty interpretation in the 1969 Vienna Convention on the Law of Treaties[63] supports the above analysis. Article 31(2) and (3)(c) confirm that it shall be taken into account together with the context, including the treaty preamble, any relevant rules of international law applicable in the relations between the parties.

ii. Relevance of the CBDR-RC principle in the climate change regime

71. The CBDR-RC is a core principle for the operation of the whole climate change regime[64] since it sets out a balance between two fundamental elements. First, the common responsibility of States to protect the environment at a global level. Second, the recognition of States' different obligations in the implementation of the actions required to achieve the common goals enshrined in Articles 2 of the UNFCCC and 2 of the Paris Agreement. Through this balance, the CBDR-RC confers both legitimacy and equity to the climate change regime and informs the interpretation and implementation of climate change obligations and responsibilities.

72. The CBDR-RC principle is a corollary of the historical responsibility of developed states concerning environmental degradation[65] and a recognition that both States with larger historical contribution for current environmental degradation as well as major emitters[66] need to bear a greater share of the burden to achieve stabilization of greenhouse gas concentrations in the atmosphere through mitigation and adaptation measures in view of the urgency to achieve the long-term goal reflected in Article 4(1) of the Paris Agreement. In addition, the principle embodies a capability component which reflects the economic capacity of each State to contribute to environmental protection taking into consideration its special needs and situation.[67]

73. In line with the CBDR-RC principle, in 2022, Mexico increased its economy-wide greenhouse gas emissions reduction goal for 2030 from 22% to 30%, and through greater international financing and technological cooperation, as provided for in the Paris Agreement,[68]

[63] This rule is established in Article 31 of the Vienna Convention on the Law of Treaties.
[64] Written Statement of the Argentine Republic, paragraph 39.
[65] Idem.
[66] From Mexico's perspective, Annex I of the UNFCCC implies a recognition of the historical responsibility of developed countries and the largest emitters in relation to the largest share of global emissions of greenhouse gases. For this reason, when using the term "States with larger historical contribution", Mexico refers to States Parties included in Annex I of the UNFCCC.
[67] Written Statement submitted by the Government of the Republic of Indonesia, paragraph 70.
[68] Paris Agreement, Dec. 12, 2015, art. 8, 3156 U.N.T.S. 79, entered into force Nov. 4, 2016, Articles 9, 10, and 11.

Mexico could increase the level of ambition of its actions so as to enhance its greenhouse gas emissions reduction goal up to a 40% reduction target. [69]

74. On the other hand, Mexico would like to underline that the principle of CBDR-RC is closely linked to the obligation to cooperate. Through its diligent implementation, it contributes to achieving one of the purposes of the United Nations in solving a wide range of international problems.[70] This intrinsic connection is recognized by the UNFCCC when it highlights that, for developing country Parties to effectively implement their commitments in related to the climate change regime, it is essential that the developed State Parties fulfil theirs in the field of providing financial resources, technology transfer and capacity building[71].

75. Finally, Mexico wishes to emphasize that the CBDR-RC principle has a crosscutting character that informs all the normative and institutional elements of the climate change regime, including by transcending its normative function into the legal consequences outlined in the second question formulated by the General Assembly to the Court through its resolution A/RES/77/276.

76. With regard to the nature of the principle of CBDR-RC, Mexico considers that in and itself constitutes a well-established principle of a normative nature. Any textual changes in the wording of the principle in the various legal instruments that embody it[72] is irrelevant. The normative core of the principle has remained the same overtime.

C. Duty to provide legal remedies in environmental matters

77. Mexico considers that one fundamental human rights obligation is to provide judicial guarantees and protection in environmental matters.[73] In this regard, Mexico emphasizes the obligation of States to ensure that recourse is available in accordance with their legal systems for prompt and adequate compensation in respect of damage to the environment. This principle -access to justice- is reflected in various treaties, international declarations, and in the work of the ILC. For instance, Articles 8 and 25 of the Inter-American Convention on Human Rights

[69] Ibid, art. 4 (4) and (5).
[70] United Nations Charter, June 26, 1945, U.N.T.S. 805, Article 1(3).
[71] United Nations Framework Convention on Climate Change, preamble and art. 4, May 9, 1992, S. Treaty Doc No. 102-38, 1771 U.N.T.S. 107, Art. 4 (7).
[72] While the UNFCCC uses the term “Common but Differentiated Responsibilities and Respective Capabilities”, the Kyoto Protocol employs “Common But Differentiated Responsibilities and the Paris agreement “Common but Differentiated Responsibilities and Respective Capabilities In the Light Of Different National Circumstances (CBDR-RC-ILODNC)”. For its part, the Rio Declaration on Environment and Development uses the term "Common but Differentiated Capabilities"
[73] Written Statement of Mexico, para. 86.

set out the obligations of States to protect and adequately repair victims of any affectation to their human rights, which includes situations such as climate emergency and the damages that ensue from it.

78. In line with this obligation, States shall provide their domestic judicial and administrative bodies with the necessary jurisdiction and competence to ensure that these bodies have prompt, adequate and effective remedies available in the event of environmental damage caused by activities located within their territory or otherwise under their jurisdiction or control. This builds upon Principle 10 of the 1992 Rio Declaration which provides that "effective access to judicial and administrative proceedings including redress and remedy, shall be provided".

79. Mexico concurs with the African Union that States have the obligation to guarantee access to information, participation in the decision-making process and access to justice in environmental matters.[74] In the same vein, the Kingdom of the Netherlands contends that "States must ensure procedural environmental rights, including on access to information, public participation in decision-making, and access to justice"[75] and highlights various regional instruments on procedural human rights in environmental matters, in particular, the Escazú Agreement, which mandates that States "shall guarantee the right of access to justice in environmental matters in accordance with the guarantees of due process".[76]

80. The fulfilment of this right implies the incorporation of judicial and administrative procedures into national legislation that would allow citizens to challenge any "decision, action or omission that affects or could affect the environment adversely or violate laws and regulations related to the environment".[77] Most of the Supreme Court of Mexico decisions on environmental access rights have focused on judicial procedures, particularly in the context of standing requirements.

81. For instance, in its decision in Amparo Proceedings under Review 307/2016, the Supreme Court of Mexico invoked Principle 10 of the Rio Declaration to recognize that the right to a healthy environment requires a broad interpretation of the standing to sue. The

[74] Written Statement of the African Union, para. 214.
[75] Written Statement of the Kingdom of the Netherlands, para. 3.40.
[76] Regional Agreement on Access to Information, Public Participation and Justice in Environmental Matters in Latin America and the Caribbean ("Escazú Agreement"), Art. 3(c), Mar. 4, 2018, LC/PUB.2018/8 (entered into force Apr. 22, 2021), Article 8.
[77] Ibid, Article 8.2 (c)

ratification of the Escazú Agreement confirmed the plausibility of the Court's interpretation, considering that this treaty indicates that each Party shall have "broad active legal standing in defense of the environment".[78]

82. Similarly, in its decision in Amparo Proceedings under Review 641/2017, the Court held that standing requirements in environmental cases should not be subject to a "restrictive interpretation". The Court's rationale is that, for standing purposes and in order to avoid irreversible environmental damage, plaintiffs do not need to demonstrate the adverse impact on the environment or the responsibility of the governmental authority.[79] The same rationale guided the Court's decision in the case Amparo Proceedings under Review 307/2016.[80]

83. Since one of the main objectives of the obligation of access to remedies is to preserve and protect the environment, it is desirable to provide a common standard of behavior across different jurisdictions. In this respect, the obligation of States to cooperate to implement and develop relevant rules of international law relating to responsibility and liability is salient. On this basis, States are encouraged to adopt harmonized rules and procedures through civil liability regimes.

84. Civil liability regimes channel legal liability to a range of actors involved directly or indirectly in connected activities that lead to environmental damage. Although not mandatory *per se,* Mexico argues that adopting such schemes is crucial for adhering to the no-harm principle and the polluter-pays principle, while also considering aspects of fairness and control.

85. Mexico underscores the importance of adhering to the principle of proportionality within civil liability regimes when fulfilling the obligation to make reparations. It is also critical to understand that 'adequate compensation' does not equate to 'full compensation'. Instead, compensation should be neither arbitrary nor grossly disproportionate to the damage actually suffered.

86. Regarding recoverable damages, Mexico advocates for a broad scope that includes loss of profit arising from impairment to the environment, reasonable preventive measures, reasonable measures of reinstatement actually undertaken or to be undertaken, monitoring and assessment of environmental damage and pure environmental damage and ecosystem services

[78] Ibid, Article 8.3.
[79] Supreme Court of Mexico, *Amparo* Proceedings under Review 641/2017 (18 Oct 2017), p. 22.
[80] Supreme Court of Mexico, *Amparo* Proceedings under Review 307/2016 (14 Nov 2018), para. 171.

loss. This stance is supported by the recognition of such damages within various civil liability frameworks.

87. Given the collective legal interests involved in environmental harm claims, Mexico believes that civil liability regimes should recognize the legal standing of certain actors to bring claims for environmental damage despite not directly suffering injury or loss, in order to hold responsible parties accountable, in accordance with the no-harm and polluter-pays principles.

88. Mexico also highlights the obligation of States to secure potential future liabilities by requiring financial assurances. This duty is necessary to ensure that sufficient funds are available to meet claims and respond to the objective to provide 'prompt and adequate compensation' for environmental harm.

89. The requirement for prompt and adequate compensation has both procedural and substantive dimensions. The procedural dimension comprises due process requirements, including equal access to legal mechanisms and procedures for the recognition and enforcement of judgments. Prompt compensation speaks to the need for claims to be assessed and, where eligible, paid out in a manner that avoids protracted and burdensome legal proceedings.

90. On its part, the substantive dimension speaks to the rules and procedures governing recovery, including financial security. In fact, adequate compensation implies having accessible pools of funds available to satisfy successful claims.

91. In Mexico's view, the mandate for prompt and adequate compensation is integral to the obligations of due diligence, setting the expectation for the level of care akin to that of a good government. Since the requirement for financial security comes down to the foreseeability of contractors having insufficient funds to cover potential liabilities, Mexico considers the requirement for mandatory insurance and the establishment of compensation funds as essential components of ensuring prompt and adequate compensation.

92. Environmental harm, particularly climate change, often results from the actions of multiple actors and/or various causes. This characteristic makes domestic and international laws related to responsibility and liability, even when applied together, insufficient to ensure prompt and adequate compensation.

93. With this in consideration and acknowledging that compensation can only be deemed adequate if it is available, Mexico supports the idea that innovations that best serve this objective, such as loss and damage approaches, should be rendered mandatory to effectively meet this objective.

D. Intergenerational equity

94. Mexico recognizes that, to ensure effective and ambitious climate action, there must be intergenerational equity, which includes children and youth, based on science, traditional knowledge, education for the formation of a global awareness of climate change and its effects as well as Action for Climate Empowerment.

95. In this regard, recognizing that the participation of youth is important to address the issue of climate change, Mexico would like to share some considerations made by two youth organizations in relation to the principle of intergenerational equity.[81]

96. Intergenerational equity, recognized in the UNFCCC and the Paris Agreement,[82] is a foundational principle of international environmental law, which requires that States consider the long-term environmental impact of their acts and omissions on the wellbeing of future generations. It is rooted in the broader framework of sustainable development, equity, and human rights law.[83]

97. As listed, the principle of intergenerational equity is included in several international treaties, these international instruments establish an intrinsic relationship between the right to a healthy environment of present generations, particularly the younger ones, and the principle of intergenerational equity.

[81] World's Youth for Climate Justice and Nuestro Futuro A.C., Legal brief presented by World's Youth for Climate Justice and Nuestro Futuro A.C., May 17th, 2024, p. 3-6.

[82] The UNFCCC provides that States Parties should "protect the climate system for the benefit of present and future generations of humankind, on the basis of equity and in accordance with their common but differentiated responsibilities and respective capabilities". The Paris Agreement provides that, in taking action to combat climate change, States should "respect, promote and take into account their respective obligations relating to human rights […] and intergenerational equity". UNFCCC (1992), Art. 3; Paris Agreement (2015), preamble.

[83] See, inter alia, International Convention for the Regulation of Whaling, 2 UST 720, 59 Stat. 1716, [57 UNTS 73] (1946), Preamble; Convention Concerning the Protection of the World Cultural and Natural Heritage, 27 UST 37, TIAS 8226, [1037 UNTS 151] (1972), Art. 4; Convention on International Trade in Endangered Species of Wild Fauna and Flora, 993 UNTS 243 (1975), Preamble; Convention on Access to Information, Public Participation in Decision-making and Access to Justice in Environmental Matters (Aarhus Convention), 38 ILM 517, [25 I.L.M. 1396] (1999), Art. 1; and Escazú Agreement (4 March 2018), Arts. 1 and 3(g).

98. The Court has reaffirmed that the environment is not merely an abstraction but represents the "living space, the quality of life, and the health of human beings, including unborn generations".[84] Moreover, the Inter-American Court has also understood that the collective dimension of the right to a healthy environment includes present and future generations.[85] Therefore, the protection of the environment, under international law, necessitates consideration of the potential consequences of States' acts or omissions on both present and future generations.

99. Finally, at the national level, the Supreme Court of Justice in Mexico has also ruled on the content and scope of the principle of intergenerational equity. In resolving the constitutional controversy (*controversia constitucional) 212/2018*, the First Chamber of the Mexican Supreme Court indicated that the principle of intergenerational equity implies that development must be conducted in such a way that it responds equitably to the needs of present and future generations. Therefore, according to the First Chamber, "…the present generation must ensure that the health, diversity, ecological functions and aesthetic beauty of the environment are maintained or restored to provide equitable access to its benefits for each generation…"[86]

100. Therefore, intergenerational equity imposes the following legal obligations upon States:

- States are required to integrate intergenerational equity in climate change policy, legislation, and the planning of their long-term human rights impacts on future generations.
- States must ensure that the youth, including Indigenous youth, have a central role in the formulation and implementation of climate policy.
- States have the duty to consider, prevent and redress the impact of environmental degradation and climate change on future generations and act responsibly as stewards of the planet.
- States must assess any regression in environmental protection. It should only adopt such measures after a thorough proportionality analysis that weighs the potential future impacts on human rights in accordance with principles of equality, intergenerational equity, cultural relevance, and non-discrimination.

[84] See *Legality of the Threat of Nuclear Weapons, Advisory Opinion, 8 July 1996, ICJ Reports, 1996,* para. 29.
[85] Environment and Human Rights, Advisory Opinion OC-23/17, Inter-Am. Ct. H.R. (ser. A) No. 23, at 74, 78, 81, paras. 186, 197, 205 (Nov. 15, 2017).
[86] Constitutional controversy (c*ontroversia constitucional) 212/2018*, Supreme Court of Mexico, pp. 103 and 104.

IV. OBSERVATIONS REGARDING LEGAL CONSEQUENCES UNDER THE OBLIGATIONS SET FORTH BY MEXICO

101. As stated in section II, in the absence of specific secondary rules governing an alleged breach of obligations regarding climate change, Mexico sustains that it is necessary to resort to general rules of international law on State responsibility. In this vein, as a general rule of law, the consequence for violations of international obligations by States, is State responsibility, as contained in the ILC Draft Articles on Responsibility of States for Internationally Wrongful Acts, which, as the ILC itself noted, contains certain rules of customary nature.[87]

102. In order to address the second question, this Part is divided in two sub-sections. The first section addresses the possible obstacles for determining State responsibility in the present case, and the second properly elaborates on the legal consequences for the violation of an international obligation.

A. Possible obstacles for determining State responsibility in the present case

103. In accordance with the customary rule to be found in Article 2 of the Draft Articles on Responsibility of States for Internationally Wrongful Acts, for an act of a State to be considered as internationally wrongful and, as a consequence, give rise to State responsibility, it is required that certain conduct is attributable to that State under international law and that it constitutes a breach of an international obligation to which it is obliged.[88]

104. In answering question (a), Mexico has already stated its position concerning the obligations whose violation may give rise to State responsibility. Thus, this section focuses on the possible issues in determining State responsibility in climate change situations.

105. For that purpose, this Section is divided in four parts. The first part addresses the attribution of conduct to a State. The second part tackles the issue of allocating responsibility amongst several responsible actors. The third part deals with evidentiary issues in proving damage. And the fourth part elaborates on the invocation of responsibility by other States.

i. Attribution of conduct to a State

106. As mentioned above, it is necessary that a conduct constituting an international wrongful act be attributed to a State for it to lead to State responsibility. When State activities

[87] International Law Commission, Draft Articles on Responsibility of States for Internationally Wrongful Acts, with commentaries, U.N. Doc. A/56/10 (2001), art. 1, at 32.
[88] Ibid, art. 2, at 34.

are deemed the conduct of organs of government or of others who have acted under the direction, instigation or control of those organs as agents of the State, attribution of conduct to the State is straightforward.[89]

107. On the contrary, it is difficult to attribute the conduct of persons or entities to States. This is possible only in limited circumstances, mainly under two scenarios: First, if a person or entity is empowered by a State's law to exercise elements of governmental authority.[90] Second, if a "person or group of persons is in fact acting on the instructions of, or under the direction or control of, that State in carrying out the conduct".[91]

108. Apart from the direct attribution of operators' conduct to States, a "State may be responsible for the effects of the conduct of private parties, if it failed to take necessary measures to prevent those effects".[92] This obligation of prevention is commonly described as an obligation of due diligence.

109. In this vein, the Inter-American Court of Human Rights has ruled that States must regulate activities of private actors such as companies in order to ensure that they adopt preventive measures to protect the human rights and to prevent their activities from negatively impacting the communities where they operate or the environment. In the case of activities with environmental impact, the possibility of this damage is evident.[93]

110. In this regard, the Inter-American Court of Human Rights considers that the regulation of business activities does not require companies to guarantee results but should ensure that they continuously assess human rights risks and respond with effective and proportional mitigation measures according to their resources and capabilities. Furthermore, companies should implement accountability mechanisms for any damages caused. This obligation must be adopted by companies and regulated by the State.[94]

111. In this regard, Mexico does not argue that international responsibility of States can exist due to actions—negligent or intentional—carried out by private entities; however, States could

[89] International Law Commission, Draft Articles on Responsibility of States for Internationally Wrongful Acts, with commentaries, U.N. Doc. A/56/10 (2001), para. 2, at 38.
[90] Ibid, art. 5, at 42. See also *ITLOS, Seabed Disputes Chamber, Advisory Opinion, 1 February 2011,* para. 182.
[91] Ibid, art. 8, at 47
[92] Ibid, para. 4, at 39. *See also United States Diplomatic and Consular Staff in Tehran, Judgment, I.C.J. Reports 1980,* p. 3, at p. 29, para. 56.
[93] *Inter-American Court of Human Rights. Case of the Miskito Divers (Lemoth Morris et al.) v. Honduras. Judgment of August 31, 2021. Series C No. 432,* p. 20, para. 51.
[94] Idem. See also *Inter-American Court of Human Rights. Case Vera Rojas et al v. Chile. Judgment of October 1, 2021. Series C No. 439,* para. 89.

be considered responsible for failing to adopt necessary measures within their domestic law to contain the impact these entities have on the human rights of individuals or communities under their jurisdiction.

ii. Allocating responsibility amongst several responsible actors

112. Mexico acknowledges that the allocation of responsibility for environmental damage, including proving damage, poses considerable difficulties. This is mainly due to the fact that environmental damage is usually the result of various actors and/or causes and that the general rules of international responsibility operate on the premise that States are individually and independently responsible for their own conduct that is attributable to them.[95]

113. Despite this complexity, Mexico believes that international law allows for the invocation of State responsibility against a plurality of responsible States, allowing for actions to be brought against a group of States that are jointly responsible for environmental harm. The Draft Articles on Responsibility of States for Internationally Wrongful Acts and the broader study made by the ILC, as set out in their commentaries to the Articles, explicitly addresses this matter and stipulates that where multiple States are responsible for the same internationally wrongful act, each State is separately responsible for the conduct attributable to it.[96]

114. In the *Certain Phosphate Lands in Nauru* Case, the Court found that the conduct of the Administering Authority of Nauru that damaged phosphate lands was attributable to each of the States that had established the Administering Authority, namely, Australia, New Zealand and the United Kingdom, even though Nauru had only brought a claim against Australia.[97]

115. Moreover, concerning legal implication of climate change, the Committee on the Rights of the Child has noted that "the collective nature of the causation of climate change does not absolve the State party of its individual responsibility that may derive from the harm that the emissions originating within its territory may cause to children, whatever their location".[98]

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[95] International Law Commission, Draft Articles on Responsibility of States for Internationally Wrongful Acts, with commentaries, U.N. Doc. A/56/10 (2001), art. 1, at 32.
[96] Ibid, art. 47, at 124
[97] *Certain Phosphate Lands in Nauru (Nauru v. Australia), Preliminary Objections, Judgment, ICJ Reports 1992, pp. 257-258*, paras. 45-47.
[98] Committee on the Rights of the Child, Decision adopted by the Committee under the Optional Protocol to the Convention on the Rights of the Child on a communications procedure, concerning communication No. 108/2019, U.N. Doc. CRC/C/88/D/108/2019 (Nov. 9, 2021), para. 9.10; Committee on the Rights of the Child, Decision adopted by the Committee under the Optional Protocol to the Convention on the Rights of the Child on a communications procedure, concerning communication No. 104/2019, U.N. Doc. CRC/C/88/D/104/2019 (Nov. 11, 2021), para. 10.10; Committee on the Rights of the Child, Decision adopted by the Committee under the

116. From Mexico's point of view, the allocation of responsibility needs to be made in a proportional manner. Where damage to the environment stems directly from an act but that other factors have contributed to the damage, "due account [should be] taken of the contribution from such other factors in order to determine the level of reparation that is appropriate for the portion of damage which is directly attributable" to the act for which reparation is sought.[99]

iii. Evidentiary obstacles associated with proving damage

117. Under certain circumstances, a claim related to environmental damage could impose an evidentiary burden on the claimant to prove the damage that has occurred as well as the causal link, which could give rise to challenges in terms of evidence-gathering.

118. It is Mexico's stance that, in respect of valuation of environmental damage, the absence of adequate evidence as to the extent of material damage would not, in all situations, preclude an award of compensation for that damage.[100]

119. In the *Certain Activities* case, the Court noted the need for a factual assessment of the evidence in addressing causation, stating that "[u]ltimately, it is for the Court to decide whether there is a sufficient causal nexus between the wrongful act and the injury suffered".[101]

120. The position adopted by the Court has an utmost importance, since, in practice, only States with significant economic, technical and scientific capacity could engage in gathering evidence upon which to support a claim for environmental damage, setting up a factual barrier to access to justice.

121. Also, in situations where there are multiple and cumulative sources of environmental damage, establishing a sufficient causal link may be complicated by factors such as deficient baseline data, state of scientific knowledge or the lack of monitoring to provide data on how and when environmental damage has taken place.

Optional Protocol to the Convention on the Rights of the Child on a communications procedure, concerning communication No. 105/2019, U.N. Doc. CRC/C/88/D/105/2019 (Nov. 9, 2021), para. 10.10; Committee on the Rights of the Child, Decision adopted by the Committee under the Optional Protocol to the Convention on the Rights of the Child on a communications procedure, concerning communication No. 106/2019, U.N. Doc. CRC/C/88/D/106/2019 (Nov. 9, 2021), para. 10.10.

[99] United Nations Claims Commission, Report and Recommendations made by the Panel of Commissioners concerning the Fifth Instalment of "F4" Claims, U.N. Doc. S/AC.26/2005/10 (2005), para. 38, at 14.

[100] *Certain Activities Carried Out by Nicaragua in the Broder Area (Costa Rica v. Nicaragua), Compensation, Judgment, ICJ Reports 2018*, pp. 26-27, paras. 34 - 35.

[101] Ibid, p. 26, para. 34.

122. In order to address this issue, Mexico considers that the reports from the IPCC could be useful. These reports, recognized for their scientific rigor, could provide authoritative data on climate change, its causes and impacts.[102]

iv. Invocation of responsibility by other States

123. As it is well established in general international law, a State other than an injured State may only invoke the responsibility of another State under the two following premises: a) the obligation breached is owed to a group of States including that State, and is established for the protection of a collective interest of the group; or (b) the obligation breached is owed to the international community as a whole.[103]

124. The first scenario refers to obligations *erga omnes partes*, that is, obligations owed between a group of States derived from multilateral treaties or customary international law, and established for the protection of a collective interest of the group.[104] The second case reflects the concept of general obligations *erga omnes*, denoting obligations in which all States can be held to have a legal interest in their protection due to the importance of the rights involved.[105]

125. The Court -in the *Belgium v. Senegal* case, the *Whaling in the Antarctic* Case and *The Gambia v. Myanmar* case- has already recognized a right of standing to enforce obligations *erga omnes partes*.[106] Mexico notes that all these cases allude to obligations *erga omnes partes* under multilateral treaties, however, it considers that this advisory opinion could be a good opportunity for the Court to study whether this line of argument can be applied to obligations regarding climate change.

126. In particular, the Court could analyze the obligation to prevent environmental transboundary harm and human rights obligations.

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[102] In its recent Advisory Opinion regarding climate change, the ITLOS acknowledged "that most of the participants in the proceedings referred to reports of the IPCC, recognizing them as authoritative assessments of the scientific knowledge on climate change, and that none of the participants challenged the authoritative value of these reports". See *Request for an advisory opinion submitted by the Commission of Small Island States on Climate Change and International Law, Advisory Opinion, 21 May 2024, ITLOS, 2024,* para. 51.

[103] International Law Commission, Draft Articles on Responsibility of States for Internationally Wrongful Acts, with commentaries, U.N. Doc. A/56/10 (2001), art. 48, at 126.

[104] Ibid, para. 6, at 126.

[105] *Barcelona Traction, Light and Power Company, Limited, Judgment, ICJ Reports 1970,* p. 32, paras. 33 - 34.

[106] *Questions Relating to the Obligation to Prosecute or Extradite (Belgium v. Senegal), Judgment, ICJ Reports 2012,* p. 450, para. 70; *Application of the Convention on the Prevention and Punishment of the Crime of Genocide (The Gambia v. Myanmar), Preliminary Objections, Judgment ICJ Reports 2022, p. 516*, para. 108; *Whaling in the Antarctic (Australia v Japan: New Zealand intervening), Judgment, ICJ Reports 2014*, p. 226. See also *Responsibilities and obligations of States with respect to activities in the Area, Advisory Opinion, 1 February 2011, ITLOS Reports 2011*, pp. 40 - 41, para. 180.

B. Legal consequences for the violation of international obligations

127. Once the preconditions for State responsibility to arise are established, this Section intends to answer question (b) by elaborating on the legal consequences for the violation of international obligations.

128. When State responsibility is determined, infringing States are required to cease harmful conduct, provide guarantees of non-repetition and have a legal duty to provide reparations to address the injury caused by the wrongful act.[107]

129. In terms of the forms of reparation that may be appropriate, the starting point is restitution, which involves 'erasing' the consequences of the illegal act and re-establish the *statu quo ante*. It is to be noted that the general obligation to make restitution is not unlimited, since it is excepted when it is materially impossible, or it imposes a disproportionate burden compared to compensation.[108]

130. In cases where restitution is not possible to remedy the damage, compensation serves as the envisaged form of reparation.[109] In terms of the standard of compensation, the implication in the Draft Articles on Responsibility of States for Internationally Wrongful Acts is that compensation should be full in that it should result in full reparation, including filling any reparation 'gap' where damage is not made good by restitution. [110]

131. It is noteworthy that compensation is limited to financially assessable damage.[111] Mexico maintains that, concerning environmental damage, this concept includes consequential loss as a result of impairment to the environment, the costs of reasonable measures to prevent environmental damage, the costs of reasonable measures of reinstatement taken to restore the damaged environment and assessment and monitoring costs associated with identifying environmental damage and the effects of preventive or restoration measures.

132. Furthermore, Mexico holds that, notwithstanding difficulties in its quantification, pure environmental damage that is incapable of restoration or that gives rise to interim losses

[107] International Law Commission, Draft Articles on Responsibility of States for Internationally Wrongful Acts, with commentaries, U.N. Doc. A/56/10 (2001), art. 1, at 32; art. 31, at 91.
[108] Ibid, art. 35, para. 7, at 98.
[109] Ibid, art. 36, at 98.
[110] *Pulp Mills on the River Uruguay (Argentina v. Uruguay), Judgment, ICJ Reports 2010,* pp. 103-104, para. 273; *Certain Activities Carried Out by Nicaragua in the Broder Area (Costa Rica v. Nicaragua), Compensation, Judgment, ICJ Reports 2018, p. 26,* para. 31
[111] International Law Commission, Draft Articles on Responsibility of States for Internationally Wrongful Acts, with commentaries, U.N. Doc. A/56/10 (2001), art. 36, at 98

pending restoration, including loss of ecosystem services, as well as components of the environment, is included in the concept of financially assessable damage.

133. This stance finds support in the decision rendered by the Court in the *Certain Activities* case,[112] in State practice in the context of Canada's Cosmos 954 claim, as well as in the environmental claims in the United Nations Compensation Commission (UNCC).[113]

134. Some States have invoked the difficulty of valuing environmental damage to limit the elements of environmental damage that are compensable, or to render the regime of State responsibility provided for in general international law in case of breaches to climate change obligations.

135. From Mexico's perspective, this complexity is primarily about factual determination rather than legal. Solutions may be found through the advancement of scientific and traditional knowledge and technologies. As noted by the UNCC panel, there is 'no justification for the contention that general international law precludes compensation for pure environmental damage'.[114] Damage shall be covered by compensation insofar as it is established.[115]

136. Mexico also underscores the importance of equitable considerations for non-material injury quantification.[116]As noted by the Court in the *Certain Activities* case, "the absence of adequate evidence as to the extent of material damage will not, in all situations, preclude an award of compensation for that damage".[117] In fact, 'it will be enough if the evidence show the extent of the damages as a matter of just and reasonable inference, although the result be only approximate'.[118]

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[112] *Certain Activities Carried Out by Nicaragua in the Broder Area (Costa Rica v. Nicaragua), Compensation, Judgment, ICJ Reports 2018, p. 53,* paras. 41 - 42.
[113] See International Law Commission, Draft Articles on Responsibility of States for Internationally Wrongful Acts, with commentaries, U.N. Doc. A/56/10 (2001), art. 36, paras. 14 - 15, at 101; United Nations Security Council, Resolution 687 UN Doc S/RES/687 (1991), para 16; United Nations Claims Commission, Criteria for Additional Categories of Claims UN Doc S/AC 26/1991/7/Rev 1 (1992), paras 31-35; United Nations Claims Commission, Report and Recommendations made by the Panel of Commissioners concerning the Second Instalment of "F4" Claims U.N. Doc. S/AC 26/2002/26 (2002), paras. 22 - 23, 55 - 58, 80 - 82.
[114] United Nations Claims Commission, Report and Recommendations made by the Panel of Commissioners concerning the Second Instalment of "F4" Claims U.N. Doc. S/AC 26/2002/26 (2002), para. 58.
[115] International Law Commission, Draft Articles on Responsibility of States for Internationally Wrongful Acts, with commentaries, U.N. Doc. A/56/10 (2001), art. 36, at 98.
[116] *Ahmadou Sadio Diallo (Republic of Guinea v. Democratic Republic of the Congo) Compensation, Judgment, ICJ Reports 2012, p. 334*, para. 24.
[117] *Certain Activities Carried Out by Nicaragua in the Broder Area (Costa Rica v. Nicaragua), Compensation, Judgment, ICJ Reports 2018, p. 26,* para. 35
[118] Trail Smelter Arbitration (U.S. v. Can.), 3 U.N.R.I.A.A. 1905, 1965 (1949).

137. It is important to bear in mind that the legal consequences will be different depending on whether they are claimed by the injured State[119] or by a State other than the injured State. While an injured State is entitled to claim the totality of the above-mentioned legal consequences, a State other than the injured State may only claim cessation of the internationally wrongful act, assurances and guarantees of non-repetition and performance of the obligation of reparation in the interest of the injured States or the beneficiaries of the obligation breached.[120]

V. CONCLUDING REMARKS

138. In summary, Mexico's written comments highlight the importance of interpreting and applying the international climate change regime and environmental agreements in harmony with general international law. This approach ensures a comprehensive and cohesive framework for addressing the multifaceted challenges posed by climate change.

139. With the convergence of advisory opinions from three international courts—each with different competence, scopes and perspectives—Mexico aims to contribute to a synergy that will clarify the obligations of States regarding climate change.

140. First, Mexico challenges the applicability of the *lex specialis* principle in the context of climate change, advocating instead for the principle of harmonization. This principle supports interpreting and analyzing international legal instruments to ensure that obligations related to climate change are adequately addressed. By harmonizing the climate regime with general international law, Mexico emphasizes the need for a holistic approach to understand and fulfill State obligations and accountability mechanisms in this regard.

141. Second, Mexico elaborates on the obligations of States under the climate change regime, focusing on due diligence, the CBDR-RC principle, and the duty to provide legal remedies. These obligations are crucial for fostering cooperation, ensuring accountability, and addressing the adverse effects of climate change. Mexico underscores the importance of continuous and progressive efforts in implementing Nationally Determined Contributions, providing financial resources, and enhancing technology transfer and capacity-building.

[119] International Law Commission, Draft Articles on Responsibility of States for Internationally Wrongful Acts, with commentaries, U.N. Doc. A/56/10 (2001), art. 42, at 117.
[120] Ibid, art. 48, at 126.

142. Each of the elements highlighted by Mexico, such as the appropriate design of NDCs, access to financing, implementation of adaptation measures, as well as access to technology and capacity building, will enable the international community to minimize losses and damages. These efforts will help to fulfill the commitments outlined in Article 2 of the UNFCCC and the Paris Agreement.

143. Third, Mexico asserts that in the absence of specific secondary rules governing climate change, general rules of international law on State responsibility should apply. This section addresses the preconditions for State responsibility, possible obstacles in determining State responsibility in climate change contexts, and the legal consequences for violations of international obligations. Mexico emphasizes the need for equitable and proportionate measures to allocate responsibility among several actors and stresses the importance of scientific evidence and technological advancements in proving environmental damage.

144. Finally, Mexico wishes to call for a nuanced interpretation of international climate obligations that incorporates principles of general international law to effectively address climate change. By promoting harmonization and cooperation, Mexico seeks to ensure that States are held accountable for their actions and are committed to mitigate and adapt to the impacts of climate change. This comprehensive approach aims to safeguard the environment and uphold human rights, reinforcing the global commitment to combat climate change, strengthen adaptation and resilience measures, as well as protecting vulnerable populations.

The Hague, 15 August 2024

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