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Global Treaty on Marine Biodiversity Beyond National Jurisdiction to Enter into Force in January 2026

The treaty has now reached 60 ratifications, triggering its entry into force. Once it has entered into force, this treaty will impact activities in the high seas and seabeds beyond States' continental shelves.

On 19 September 2025, the “*Conservation and Sustainable Use of Marine Biological Diversity of Areas beyond National Jurisdiction Agreement*” (the **BBNJ Agreement**), adopted by the UN General Assembly in June 2023, reached 60 ratifications. This triggers its entry into force on 17 January 2026. The BBNJ Agreement establishes a binding, international governance framework aimed at safeguarding marine ecosystems and addressing threats posed by climate change, pollution and biodiversity loss. The Agreement is an implementing agreement to the United Nations Convention on the Law of the Sea (**UNCLOS**), furthering States' existing commitments thereunder.

Although the BBNJ Agreement does not directly apply to corporate actors, State Parties' implementation of the treaty may—for example, where a company's activities are subject to Environmental Impact Assessment (**EIAs**), and take place in ocean areas which are designated Marine Protected Areas (**MPAs**).

Objectives Of The BBNJ Agreement

The overarching objective of the BBNJ Agreement is to ensure the conservation and sustainable use of marine biological diversity of “areas beyond national jurisdiction” (**ABNJ**). This term includes ocean areas beyond countries’ 200-mile exclusive economic zones—referred to as the “high seas”—and the seabed beyond countries’ continental shelves.

The BBNJ Agreement is structured around four main topics: (i) marine genetic resources (**MGRs**), including the fair and equitable sharing of benefits; EIAs; (ii) geographically targeted measures such as area-based management tools (**ABMTs**), including MPAs; (iii) EIAs; and (iv) capacity-building and the transfer of marine technology.

Institutional Bodies And A Financial Mechanism

The BBNJ Agreement sets up institutional bodies, including a Conference of the Parties (the **COP**)—the regular meeting of all State Parties which also serves as the BBNJ Agreement’s principal decision-making organ—as well as various subsidiary bodies, a “Clearing-House Mechanism”, and a secretariat. The first COP is expected to be convened towards the end of 2026.

The BBNJ Agreement also establishes a financial mechanism to support its implementation, which will function under the authority of the COP. The financial mechanism will comprise (i) a “voluntary trust fund”, to facilitate the participation of representatives of developing States in meetings; and (ii) a “special fund” and “Global Environment Facility trust fund” to fund capacity-building projects, support conservation and undertake other activities decided by the COP, among other things.

Key Provisions Of The BBNJ Agreement

(i) MGRs and Benefit-Sharing

The BBNJ Agreement establishes a benefit-sharing mechanism to ensure fair access to MGRs of ABNJ, as well as digital sequence information (**DSI**). MGR means “any material of marine plant, animal, microbial or other origin containing functional units of heredity of actual or potential value”. While DSI is not defined in the BBNJ Agreement, it refers to digitalized information of an MGR.

The BBNJ Agreement sets out two categories of benefits: (i) monetary, meaning royalties from commercialization of a product, or other types of payments associated with utilization of MGRs and DSI of ABNJ; and (ii) non-monetary, such as data and information.

Monetary benefits must be shared fairly and equitably through the Treaty’s financial mechanism for the conservation and sustainable use of marine biological diversity of ABNJ. For non-monetary benefits, the BBNJ Agreement establishes a notification system related to MGRs, requiring Parties to take the necessary legislative, administrative and policy measures to ensure that information is submitted to the Clearing House Mechanism—including information prior to the collection in situ of MGRs from ABNJ, and information after the collection. Non-monetary

benefits are also shared through the transfer of technology and capacity building provisions, discussed further below.

The precise modalities of these benefits will be decided by the COP.

(ii) ABMTs, including MPAs

The BBNJ Agreement creates a global mechanism for Parties to establish ABMTs—including large-scale MPAs on the high seas. This mechanism is designed to facilitate achieving the Kunming-Montreal Global Biodiversity Framework target of protecting 30% of the ocean by 2030 (see our previous reporting, [here](#)).

Under the BBNJ Agreement, Parties can individually or collectively propose an MPA by submitting a proposal to the secretariat. This triggers a consultation period, which is open to States—including States that are not signatories to the BBNJ Agreement—as well as global, regional, subregional and sectoral bodies, civil society, the scientific community, the private sector, Indigenous Peoples, and local communities.

Considering information from the stakeholder consultation (which will be made publicly available by the secretariat), the “Scientific and Technical Body”—an expert panel elected by the COP to provide multidisciplinary advice to support the COP’s decisions—reviews the proposal and sends a recommendation to the COP. If the COP decides to establish the MPA, it will then adopt a “Management Plan”, which will include specific measures for Parties to implement (for example, the prohibition of mining activities or large-scale commercial fishing). Any corporate actors operating in MPAs would then be required to perform activities in compliance with the MPA’s Management Plan.

(iii) EIAs

Under the BBNJ Agreement, there are two circumstances where a Party must conduct an EIA—where a planned activity is in ABNJ or within national jurisdiction, and where that activity may cause substantial pollution of, or significant and harmful changes to, the marine environment in ABNJ. The EIA must be conducted before the planned activity under a Party’s jurisdiction or control is authorized.

The BBNJ requires the following steps for the EIA process: (i) screening; (ii) scoping; (iii) impact assessment and evaluation; (iv) prevention, mitigation, and management of potential adverse effects; (v) public notification and consultation; and (vi) preparation and publication of an EIA report.

When an EIA determines that the activity may cause substantial pollution of, or significant and harmful changes to, the marine environment, a State Party conducting the EIA under its national processes must make relevant information available through the Clearing-House Mechanism—an open-access, centralized platform managed by the secretariat.

A State Party can decide to authorize the planned activity only after—taking into account mitigation or management measures—the Party has determined that it has made all reasonable efforts to ensure that the activity can be conducted in a manner consistent with the prevention of significant adverse impacts on the marine environment.

(iv) Capacity-Building and Transfer of Marine Technology

The BBNJ Agreement provides that Parties must, within their capabilities, ensure capacity-building for developing States Parties that need and request it for conservation and sustainable use related to the Agreement. Regarding the transfer of marine technology, State Parties are required to “cooperate to achieve” the transfer of marine technology. Such transfer, if it occurs, is to be done on fair and most favourable terms and on mutually agreed terms and conditions, and with due regard for all rights and legitimate interests of the technology holders.

Dispute Settlement Procedure

Part IX of the BBNJ Agreement provides a mechanism for the settlement of disputes between State Parties arising under the BBNJ Agreement and incorporates the compulsory dispute resolution procedures of Part XV of UNCLOS. Where a State Party to the BBNJ Agreement is not a party to UNCLOS, it has the option to choose, by means of a written declaration, settlement of disputes before the International Tribunal for the Law of Sea, the International Court of Justice, or an Annex VII arbitral tribunal (an *ad hoc* arbitral tribunal composed of five members established under UNCLOS). Where a dispute concerns a matter of a technical nature, the Parties to the dispute may refer the dispute to an *ad hoc* expert panel established by them.

Current Status Of Ratification And Implementation

States Parties are at different stages of the ratification process of the BBNJ Agreement. For example, the UK signed the BBNJ Agreement in September 2023 but remains in the process of ratifying the treaty. The Government introduced a “landmark bill” on 10 September 2025, which will provide the legal framework to enable the UK to meet its obligations under the BBNJ Agreement.^[1] After the bill is passed in the UK, further secondary legislation will be required for ratification of the BBNJ Agreement.

Meanwhile, the European Union—which ratified the BBNJ Agreement in May 2025—is “already working on a fast implementation” and has launched a EUR 40 million commitment through its “Global Ocean Programme” to support developing nations in building readiness for the BBNJ Agreement’s requirements.^[2] France ratified the BBNJ Agreement in February 2025,^[3] while Germany is in the process of preparing domestic legislation to do so.^[4]

The United States signed the BBNJ Agreement in September 2023 but has yet to ratify it.^[5]

Observations

The BBNJ Agreement is a landmark international treaty, which creates a comprehensive legal framework for the conservation of ABNJ. As well as imposing new obligations on Parties to the Agreement, its implementation may also impact companies and private actors from a range of sectors, including in the following ways:

- The BBNJ Agreement may affect the trajectory of deep-sea mining. While deep sea mining is not explicitly referenced, the BBNJ Agreement emphasizes the “*precautionary principle*” approach to human activities on the seabed, as well as in sea water, which may prompt more States to join calls for an outright ban, moratorium or precautionary pause on deep-sea mining (see our previous reporting, [here](#)). As we have noted in another previous alert (see [here](#)), the rules and regulations governing deep sea mining are yet to be issued by the International Seabed Authority (which operates under UNCLOS), though the BBNJ Agreement provides clarification of the type of EIAs that would need to be conducted.
- Companies and private actors planning activities in the high seas such as deep-sea mining, offshore energy, shipping and fishing may be subject to strict EIA requirements under the BBNJ Agreement, including public disclosure, and, potentially, international review of the proposed activities.
- Companies and private actors which utilize MGRs in their products—such as the biotechnology, pharmaceutical, cosmetics, and agriculture sectors—may face new requirements for disclosure, as well as benefit-sharing requirements.
- The creation of new MPAs could limit the types of operations that may take place in certain ocean areas—or even exclude certain activities altogether.
- States may also impose obligations on companies and private actors to transfer technology and assist in capacity-building—particularly companies and private actors with advanced marine technologies—in order to support developing countries’ participation in high seas activities.

In sum, companies and private actors operating in or sourcing from ABNJ should closely monitor the implementation of the BBNJ Agreement and regularly assess their compliance and risk exposure in an evolving regulatory landscape.

[1] See UK Government, Press Release, “*UK introduces landmark legislation to protect world’s ocean*”, 10 September 2025, available at: <https://www.gov.uk/government/news/uk-introduces-landmark-legislation-to-protect-worlds-ocean>.

[2] See European Commission, Press Release, “*Global ocean conservation treaty enters into force*”, 20 September 2025, available at https://ec.europa.eu/commission/presscorner/detail/da/ip_25_2151.

[3] See UN Permanent Mission of France, Ministry of Europe and Foreign Affairs Spokesman Statement, “*France’s ratification of the UN agreement on marine biodiversity*”, 5 February 2025,

available at <https://onu.delegfrance.org/france-s-ratification-of-the-un-agreement-on-marine-biodiversity>.

[4] See Ecologic Institute, Article “*Implementing Legislation for the BBNJ Agreement*”, July 2024, available at: <https://www.ecologic.eu/19770>.

[5] See The US Congress, C. Keating-Bitonti, “*The Biodiversity Beyond National Jurisdiction Agreement (High Seas Treaty)*”, 19 December 2024, available at: <https://www.congress.gov/crs-product/IF12283>.

The following Gibson Dunn lawyers prepared this update: Charline Yim, Stephanie Collins, and Leo Métais.

Gibson Dunn’s lawyers are available to assist in addressing any questions you may have regarding these issues. Please contact the Gibson Dunn lawyer with whom you usually work, the authors, or any leader or member of the firm’s Geopolitical Strategy & International Law or ESG: Risk, Litigation, & Reporting practice groups:

Robert Spano – Co-Chair, ESG and Geopolitical Strategy & International Law Groups, London/Paris (+33 1 56 43 13 00, rspano@gibsondunn.com)

Rahim Moloo – Co-Chair, Geopolitical Strategy & International Law and International Arbitration Groups, New York (+1 212.351.2413, rmoloo@gibsondunn.com)

Patrick W. Pearsall – Co-Chair, Geopolitical Strategy & International Law Group, Washington, D.C. (+1 202.955.8516, ppearsall@gibsondunn.com)

Lindsey D. Schmidt – New York (+1 212.351.5395, lschmidt@gibsondunn.com)

Charline O. Yim – New York (+1 212.351.2316, cyim@gibsondunn.com)

Ceyda Knoebel – London (+44 20 7071 4243, cknoebel@gibsondunn.com)

Stephanie Collins – London (+44 20 7071 4216, scollins@gibsondunn.com)

**Leo Métais, a trainee solicitor in the London office, is not admitted to practice law.*

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