ECO

www.cbd-alliance.org

Volume 74, Issue 5

Thursday, 6 Aug 2026

Biodiversity justice demands an end to blockades, occupation and war

Theiva Lingam, Friends of the Earth Malaysia

During the opening session of SBI 7 on 4 August 2026, Cuba drew attention to the serious difficulties in implementing the KMGBF, highlighting among others, how the long-standing economic, commercial and financial blockade restricts the country's access to resources and international support. This intervention underscores the need to take seriously the specific circumstances and constraints faced by countries under such conditions when assessing progress and designing implementation support.

At the outset, countries agreed to the KMGBF because they recognised the urgent need to halt and reverse biodiversity loss. Yet without adequate financial, technical and other means of implementation for developing countries, this agreement risks becoming little more than a piece of paper, disconnected from realities on the ground.

These challenges are particularly acute for countries subject to trade blockades, economic sanctions, occupation, or prolonged war and conflict (impacted countries). Without the removal of these constraints, or the provision of clear biodiversity-related exemptions, implementation of biodiversity commitments cannot proceed on a level playing field. The situation in many of these impacted countries demonstrate how external economic and geopolitical pressures may obstruct conservation efforts and undermine progress towards the goals and targets of the KMGBF.

This is a question of **equity**, not only of technical capacity. Biodiversity conservation requires access to finance, scientific exchange, laboratory equipment, conservation technologies, monitoring systems, and long-term international cooperation. When sanctions and blockades interfere with the very agreements meant to reverse biodiversity destruction, expecting equal performance without equal means is neither just nor realistic.

Developed countries, which have long benefited from industrial growth and intensive global resource extraction and use, bear an overwhelming historical and ongoing responsibility for global ecological breakdown. They must take concrete action to enable equitable implementation of global biodiversity commitments – removing barriers that impede KMGBF implementation and environmental cooperation, ensuring access to finance, technology and capacity-building, and supporting biodiversity-related exemptions for countries under blockades, sanctions, occupation or war. Governments that have created or maintained these political and economic barriers must dismantle them, while the rest of the international community must refuse to remain complicit in allowing the same to continue.

Impacted countries cannot realistically be expected to meet global biodiversity targets while being denied the resources, technologies, and partnerships needed to achieve them. Concrete measures are urgently needed, including dedicated financial support, unhindered access to scientific and conservation tools, and strengthened international cooperation. If governments are truly committed to reversing biodiversity loss, they must confront and remove the political and economic barriers that make implementation impossible for some countries.

Biodiversity conservation must be grounded in equity and justice.

Cali Fund Memorandum of Understanding

Turning a benefit-sharing fund into a donor-controlled fund?

Nithin Ramakrishnan, Third World Network

Around 70 plus developing countries and civil society organisations are sceptical about the *Memorandum of Understanding* (MoU) establishing the institutional arrangements for the Cali Fund established as part of the CBD's *Multilateral Mechanism for Fair and Equitable Sharing of Benefits arising from the use of DSI*.
This is because the MoU turns the Cali Fund into a conventional donor-controlled trust fund.

The MoU was concluded between the UN *Multi-Partner Trust Fund Office* (MPTFO), UNEP and UNDP to establish the operational arrangements for administering the Cali Fund. However, these foundational documents were finalized without a first reading by the Steering Committee or any Party-led intersessional process, depriving Parties of an opportunity to examine whether the MOU and its annexed documents faithfully reflect the institutional design agreed in *Decision 16/2*. Such an approach sits uneasily with the principles of transparency, inclusiveness and Party-driven governance reflected in Paragraphs 24 and 28 of the Annex of Decision 16/2.

The first concern relates to the nature of monetary benefit-sharing contributions. Decision 16/2 which operationalizes the Cali Fund considers monetary benefit-sharing contributions to the Fund as a plausible method to discharge other monetary benefit-sharing obligations arising from the use of DSI. The MoU, however, treats their payments as "donations", thereby recasting the funds that provider States and Indigenous Peoples and local communities are entitled to, as mere charity. This could lead to significant legal consequences, including giving contributors the legal status of donors andcontractual rights, which is not envisaged in Decision 16/2.

These donor rights include the right to initiate independent evaluations of recipient organizations, suspend or terminate funding, seek the return of funds under specified circumstances, receive extensive reporting and consultation rights. Most significantly, Sections 6.5 and 8.6-7 of the *Non-UN Organizations* (NUNO) Framework Agreement, which is Annex D of the MoU, grant donors a direct right of recourse against recipient entities, including Indigenous Peoples and local communities. These provisions cannot be amended without the written consent of the donors.

This direct right of recourse of donors includes unrestricted access to any premise, personal, records, goods and documents of the recipient entities, which could include access to sacred lands and resources of the Indigenous Peoples and local communities.

Further, according to this Agreement, disputes between donors and recipient organizations will be governed by the domestic law of the donor pursuing the claim, with arbitration taking place in the donor's domicile country. Recipient organizations may therefore become subject to foreign legal systems rather than governance arrangements established collectively by the COP.

While the MoU establishes extensive enforceable rights for donors, it contains no corresponding recognition of the sovereign rights of provider States or the rights of Indigenous Peoples and local communities, whose genetic resources and associated knowledge form the basis of the multilateral mechanism. It does not even provide for verification of the certificates issued by the Cali Fund for the contributions received.

It must be noted that the Agreement that Governments need to sign to receive funds, which is Annex C to the MOU, is not yet in the public domain. All these concerns, among others, have led to the call for the review of MOU and annexed documents by the COP.

The opinions, commentaries, and articles printed in ECO are the sole opinion of the individual authors or organisations, unless otherwise expressed.

Submissions *are welcome from all civil society groups.* ***Email:*** *lorch@ifrik.org or eco@cbd-alliance.org*