



World Court Details Countries' Climate Obligations

December 23, 2025

On July 23, 2025, the [International Court of Justice](#) (ICJ) issued an [advisory opinion](#) detailing various international law obligations of countries regarding climate change and remedies that may be available in the event of breach. The United States was one of the record 100+ countries that participated in the proceedings. Many—though not all—of the obligations identified by the ICJ apply to the United States. Some of the identified obligations pertain to treaties to which the Senate has provided its advice and consent, some may be reflected in laws that Congress has enacted, and some (such as customary international law) apply independent of treaty status. Any source of international law may have limitations and other considerations with respect to their enforceability under domestic or international law. Further, the ICJ decision is not legally binding and does not address the applicability of these obligations to any specific country. Nevertheless, some of the international obligations that apply to the United States may be of interest to Congress as it considers climate-related matters.

Background

In 2023, the United Nations (UN) General Assembly adopted [Resolution 77/276](#) asking the ICJ to issue an advisory opinion determining the international legal obligations of countries to protect the Earth from human-caused greenhouse gas (GHG) emissions and the legal consequences arising therein. The UN Charter [establishes](#) the ICJ as the [principal judicial organ](#) of the United Nations pursuant to an annexed [Statute for the International Court of Justice](#), an “integral part” of the UN Charter. [Article 38](#) of the statute directs the ICJ to apply three sources of international law in its decisions: treaties, customary international law, and general principles of law. Advisory opinions [are not binding](#) as a matter of international law, although they may be persuasive and serve as evidence of international law.

The ICJ convened in December of 2024 for several weeks of hearings concerning the climate advisory opinion. The United States offered [oral](#) and [written](#) statements alongside more than 100 countries and selected accredited organizations such as the [Melanesian Spearhead Group](#) and European Union. A 16-judge panel issued its [opinion](#) in July 2025, declaring climate change to be an “existential problem of planetary proportions that imperils all forms of life and the very health of our planet” and [unanimously](#) finding that countries are subject to a range of treaty and international customary law obligations to protect the Earth’s climate from human-caused GHG emissions.

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Treaty Obligations

If a country has formally [communicated its consent](#) to be bound by an [international convention](#), those obligations become binding under [international law](#) once the agreement has [entered into force](#). This is distinct from the requirements that may be applicable in the United States as a matter of [U.S. domestic law](#): While countries may incorporate international law obligations into their domestic laws, the obligations that arise under international law are a distinct source of obligations. The ICJ found a number of treaties to be relevant to the questions presented by the General Assembly.

Climate Treaty Obligations

The ICJ considered the [UN Framework Convention on Climate Change](#) (UNFCCC), [Paris Agreement](#), and [Kyoto Protocol](#) to be the “[principal](#)” legally binding instruments regulating the global response to climate change. According to the Court, the UNFCCC establishes “basic principles” and “general obligations” of countries, while the Kyoto Protocol and Paris Agreement detail more specific commitments. The Court [explained](#) that a country may be responsible for a breach of these obligations. The ICJ further [concluded](#) that decisions of the treaties’ governing bodies can inform treaty obligations.

With respect to obligations for countries to reduce emissions (mitigation), the ICJ [observed](#) that the UNFCCC (to which the United States is a party) provides a framework for addressing human contributions to the global climate problem. This framework begins with the [objective](#) of stabilizing GHGs at levels that would “prevent dangerous [human] interference with the climate system” over a time frame that would allow natural ecosystem adaptation to climate change in order to avoid threatening food production and enable sustainable economic development. [Article 4](#) sets forth mitigation obligations for all countries, with historically wealthier and industrialized countries ([Annex I](#)) (1) taking the lead with mitigation policies and measures limiting GHG emissions and enhancing sequestration (“sinks”), (2) providing financial assistance and technology transfer to developing countries, and (3) coordinating on economic and administrative instruments to achieve the objective. The Court also [identified](#) mitigation obligations in the Kyoto Protocol (to which the United States is not a party) and the Paris Agreement (from which the United States is [withdrawing](#)). For example, parties to the [Paris Agreement](#) have an [obligation](#) to submit—and make “[best efforts](#)” to implement—increasingly ambitious nationally determined contributions aligned with limiting global temperature increase to 1.5 degrees Celsius above pre-industrialized levels.

The Court also [identified](#) obligations to address the effects of climate change (adaptation). Within the UNFCCC, these obligations [include](#) maintaining national programs; cooperating in preparation for climate impacts; planning for coastal zones, water resources, and agriculture; rehabilitating disaster-affected areas; considering climate in national policies and actions; and employing methods to minimize adverse effects of adaptation projects. Countries are to give “[full consideration](#)” of necessary actions, including for funding, insurance, and technology transfer and take “[full account](#)” of the least developed countries’ financial and technological needs. The ICJ [considered](#) these “full consideration” and “full account” mandates to reflect legally binding obligations, recognizing that the language does provide for some level of discretion in interpretation informed by [certain decisions](#) made by the UNFCCC’s Conference of the Parties. Additionally, the Court said, [certain wealthier countries](#) must [help](#) “particularly vulnerable” nations in meeting climate adaptation costs. The panel identified [additional](#) specific obligations for Paris Agreement parties for adaptation [planning](#) and implementing actions.

The Court also [identified](#) obligations to cooperate on climate technologies, GHG sinks and reservoirs (including conserving and enhancing forests, oceans, and other ecosystems), research, education, and public participation. The Court also described an obligation of developed country parties to provide financing, technology, and other forms of support in this context. According to the ICJ, the duty to

cooperate **requires** good faith conduct subject to a stringent obligation to act with due diligence, informed by Conference of the Parties decisions on finance, technology transfer, and capacity building on a case-by-case basis. The Court identified obligations in the **UNFCCC** and also the **Paris Agreement**, particularly with respect to **finance**.

The ICJ **confirmed** that *equity* guides treaty obligations in the **UNFCCC** and **Paris Agreement**. The Court **determined** that one expression of equity is reflected in treaty text on *common but differentiated responsibilities and respective capabilities (CBDR)*. Citing recent **findings** that the majority of post-industrialization GHGs in the atmosphere were emitted prior to 1990, the ICJ explained that CBDR means that international climate obligations may be expressed **differently** for historical emitters with the means to address climate change. The Court explained that, unlike the world's poorest countries that "minimally" contributed GHGs, early industrializing nations have financial and technological capacity to implement "wide-ranging" GHG reductions. The panel also said that *intergenerational equity* **requires** "due regard" for long-term climate effects in countries' climate actions and policies across generations.

The ICJ **identified** additional obligations regarding mitigation, adaptation, and cooperation in the texts of the Kyoto Protocol and Paris Agreement that enhance the overall UNFCCC obligations for countries that are party to these agreements. For example, the Court **determined** that the Paris Agreement's goal of limiting global temperature increases is now understood to reflect a globally **agreed** target of 1.5°C as the parties' "primary temperature goal." Further, this goal is a **means for achieving** the UNFCCC's objective of avoiding dangerous human interference with the Earth's climate system.

Other Environmental Treaties

In addition to the UNFCCC, Paris Agreement, and Kyoto Protocol, the ICJ identified several **other environmental treaties** that give rise to applicable climate obligations and constitute part of the "most directly relevant applicable law." In particular, the ICJ pointed to the **Montreal Protocol**, whose **Kigali Amendment** specifically concerns certain GHGs known as hydrofluorocarbons and requires party countries—including the United States—to reduce these emissions over specific time frames.

The ICJ also discussed climate-related obligations in the **Convention on Biological Diversity (CBD)** and **Convention to Combat Desertification (CCD)**. The United States is a **signatory** but not a party to (and thus not bound by every provision in) the CBD, which addresses conservation of living resources in the biosphere and provides a **particular expression** of the customary duty to prevent harm. The United States is a party to the CCD, which **requires** party countries to factor climate change in related obligations to address desertification and drought, including by requiring wealthy countries to provide financial support to poorer countries and to coordinate actions undertaken in furtherance of the CCD, UNFCCC, and CBD.

The ICJ also **considered** the **UN Convention on the Law of the Sea (UNCLOS)** to form an important part of countries' climate obligations. **Determining** that GHG emissions constitute pollution to the marine environment, the ICJ identified UNCLOS obligations to **protect and preserve** (and not degrade) the marine environment as part of countries' climate obligations. The Court agreed with a 2024 **advisory opinion** by the **International Tribunal for the Law of the Sea** that **found** that UNCLOS requires countries to take "all necessary measures" to limit dangerous GHG emissions—subject to a stringent obligation to act with due diligence to "prevent or reduce" negative climate impacts. Additional UNCLOS climate obligations identified by the ICJ **include** a duty to cooperate and to conduct **environmental impact assessments** for activities likely to result in significant climate impacts. The ICJ further discussed UNCLOS-related **limitations** on countries' **sovereign rights** to exploit natural resources and the impact of **rising sea levels** on countries' **political** boundaries. The United States is not a party to UNCLOS but does **recognize** many of its provisions as **customary international law**.

Customary International Law

Customary international law is the body of law that derives from countries' general and consistent practice when performed out of a sense of legal obligation. According to the ICJ, customary international law and treaty-based obligations may at times overlap, but their obligations also exist independently of each other. For an obligation to be binding as a matter of customary international law, countries must generally believe the obligation is required and in practice treat it as such. The ICJ concluded that climate obligations exist under customary international law and that these obligations are *erga omnes*, or owed to all (as opposed to specific countries). In such a situation, the obligation may be considered binding on a country, with the potential exception of a country that has persistently objected to it.

Duty to Prevent Significant Environmental Harm

As the ICJ has previously observed, customary international law obliges a country to "use all the means at its disposal in order to avoid activities which take place in its territory, or in any area under its jurisdiction, causing significant damage to the environment of another State." In the climate advisory opinion, the ICJ reiterated that countries have a duty to prevent transboundary harm, a principle that derives from an arbitral decision between the United States and Canada known as *Trail Smelter*. The ICJ confirmed that this duty applies beyond bilateral borders to problems of global concern, including with respect to the climate system. The Court also explained that the standard for using "all the means" at a country's disposal is based on the principle of common but differentiated responsibilities. This means wealthier countries with strong governance are held to a higher degree of care with "more demanding measures" than less capable countries.

The ICJ further determined that the duty to prevent significant harm exists even where risks are plausible but not guaranteed (applying the precautionary approach or principle) and where multiple countries contribute to the problem. For example, countries must conduct environmental assessments of transboundary impacts, including "possible cumulative effects" of matters under their jurisdiction and control. As the Court explained, while the collective sum of activities produces the risk of harm, individual conduct may still give rise to the duty to prevent harm. A determination of harm is informed by the "best available science."

The Court clarified that the duty to prevent harm is judged on a stringent standard of due diligence, including employing precautionary measures such as notifying and consulting other countries. In light of the "urgent" and "quintessentially universal" risk posed by climate change, the Court reiterated that due diligence "entails not only the adoption of appropriate rules and measures, but also a certain level of vigilance in their enforcement and the exercise of administrative control." Further, the required rules and measures extend to "regulatory mitigation mechanisms" to achieve "deep, rapid, and sustained" GHG emission cuts as well as adaptation measures to reduce the risk of significant harm occurring. These rules and measures must also regulate both public and private actors within a country's jurisdiction and include "effective enforcement and monitoring mechanisms." They may also require countries to notify and consult with each other when transboundary harm is foreseeable.

Duty to Cooperate

The Court also determined that countries have an obligation under customary international law to cooperate for the protection of the environment. This obligation is complemented by duties to cooperate that are reflected in some of the treaty texts discussed in the climate advisory opinion. According to the ICJ, this duty to cooperate does not require any specific form or means of cooperation beyond specific agreed treaty obligations, but it does require that a country act in good faith with due diligence.

According to the ICJ, the “[specific character](#)” of climate change requires countries to take “individual measures in cooperation with other States.” In this context, a country entering into and fulfilling climate treaty obligations is a “[principal expression](#)” of (i.e., evidences) the required “sustained and continuous” cooperation required by the duty to cooperate to address climate change. In the context of the global problem of climate change, the ICJ stated that customary law [requires](#) individual countries to cooperate to achieve “concrete emission reduction targets” or agree on a methodology for individual country contributions, “including with respect to the fulfilment of any collective temperature goal.” This includes an obligation that countries “continuously develop, maintain and implement” an equitably distributed “collective climate policy” beyond finance and technology transfer. Further, a country that is not party to all three climate treaties but functionally cooperates with countries as if it were (which could include the United States) could fulfill its customary climate obligations as if it were a party. However, if it does not cooperate as such, it carries the “[full burden](#)” of demonstrating compliance with customary obligations pertaining to climate change, including via policies and practice.

Human Rights Law

The sources of international human rights law include treaties, customary international law, and general principles. According to the ICJ, a damaged climate system impairs various human rights [protected](#) under international law, such as by impairing human health and livelihoods affected by climate impacts resulting from droughts and natural disasters. Characterizing environmental and human rights protections as “interdependent,” the ICJ identified “core” human rights as including the rights to [life; health; privacy, family, and home](#); and an [adequate standard of living](#) (e.g., food and housing). The panel also [explained](#) that climate change can impact protected rights of women, children, and indigenous peoples. The ICJ also recognized and affirmed that the [right to a “clean, healthy, and sustainable environment”](#) is affected by climate change and is a precondition to the enjoyment of many human rights. The ICJ found that relevant human rights obligations [require](#) countries to take necessary, protective measures such as mitigation and adaptation actions that give “due regard” for human rights, adopting laws, and regulating private actors.

Breaches and Their Potential Consequences

In terms of the scope of obligations covered in the opinion that could result in consequences, the ICJ identified that legal consequences could flow to a country that breaches an international legal obligation in a way that rises to an [internationally wrongful act](#), whether by omission or commission. [Based on](#) rules on state responsibility under customary international law, legal consequences would [depend on various factors](#), such as whether a country undertook all required due diligence to prevent harm. To this end, climate treaties may provide standards for judging whether countries have satisfied due diligence requirements for compliance under international law. For example, a country’s “compliance in full and in good faith” with treaty obligations (including [treating](#) climate change as a “[problem of common concern](#)” under the UN Charter) “suggests” that a country has substantially satisfied its obligations. However, a country would be judged based on whether it took all required measures to prevent harm independent of [whether](#) the country is party to any given treaty or [whether](#) other countries have also contributed to the problem.

In terms of country-specific [attribution](#) for climate damage, the ICJ concluded that while GHG emissions alone are insufficient to show a breach, countries may be responsible for failing to take necessary regulatory and legislative measures to limit GHG emissions, irrespective of [whether](#) other countries have also contributed to the problem. The Court clarified that this responsibility extends to obligations on countries to regulate private actors, such as those engaged in fossil fuel exploration, production, and consumption. For example, the Court [identified due diligence](#) and other requirements (such as human rights [obligations](#)) that could require countries to regulate private parties. However, the Court [rejected](#)

arguments that international law requires application of the [polluter pays principle](#). The Court also observed that the ability of private actors to bring claims against countries would depend in part on the specific treaties that govern the relationship between countries and “individuals concerned.”

In the event of a violation, the appropriate remedy (and adequacy therein to address the harm) would be decided on a [case-by-case](#) basis. Among the options discussed by the ICJ, countries could have an obligation to cease the harmful activity, which for climate-related violations may entail reducing GHG emissions and making [appropriate guarantees](#) that offending act(s) will [not be repeated](#). Where causation and damages are clear, reparations may be [warranted](#) in the form of “restitution, compensation, satisfaction or a combination thereof.” The ICJ [observed](#) that under this standard, compensation for climate damages may be difficult to determine.

The ICJ [did not determine](#) whether any specific country was in compliance with the obligations it identified, and the advisory opinion is not legally binding. Accordingly, the applicability of any obligations identified by the ICJ—as to the United States or any other country—and whether they were breached would need to be adjudicated on a case-by-case basis.

Enforceability Considerations

It is possible that, in the future, some countries may draw on the ICJ’s climate advisory opinion in arguing that another country is in breach of international climate obligations. A potential plaintiff would face a number of barriers under international law in bringing a claim based on such an argument, including if another country were to attempt to bring a claim against the United States in an international tribunal. In general, international tribunals have authority to issue binding judgments only against countries that have consented to their jurisdiction. The [ICJ](#), for example, could hear a case brought by another country against the United States only if the United States consents to such a suit, whether on an ad-hoc basis or as provided in a specific treaty. Some multilateral treaties have dispute settlement provisions, but the degree to which a country could be held accountable for a specific breach of an applicable treaty’s obligations would depend heavily upon the terms of the treaty itself. For example, the [International Tribunal for the Law of the Sea](#) could consider a claim against a non-party to UNCLOS (such as the United States) only with express consent. The UN Human Rights Council could consider a violation of human rights obligations, but any such findings would typically be undertaken through the [country review process](#) at the Council and would not be associated with a specific award of damages.

Climate treaties do not mandate that countries (including the United States) accede to the jurisdiction of international courts, but they provide options for countries to resolve conflicts that may arise pertaining to treaty implementation. For example, [Article 14 of the UNFCCC](#) addresses dispute resolution by encouraging countries to settle disputes “through negotiation and other peaceful means.” It allows countries to opt in to accepting the jurisdiction of the ICJ for the settlement of disputes and further allows for the creation of an ad-hoc conciliation commission that may recommend an award, which the parties to the dispute must “consider in good faith.” In terms of any claim by one country against another for climate damages, any such process remains untested. The Paris Agreement references the UNFCCC dispute resolution mechanism, has a [compliance provision](#), and has contemplated a compliance protocol. Yet, as the ICJ [notes](#), there is no mechanism under the Paris Agreement for determining liability or awarding remedies.

In addition to international barriers to bringing a claim, there are also domestic limitations. Even if a treaty- or customary-based obligation is binding on the United States as a matter of international law, it does not necessarily follow that a domestic court can enforce any such obligation. For example, under U.S. law, the degree to which a domestic court applies international law as a matter of domestic compliance depends in part on the degree to which such an obligation is either [self-executing](#) or expressly reflected in an enforceable provision of domestic law such as a federal statute. Even where treaty

obligations exist, other limitations such as standing (as in the case of a third party seeking to **enforce** UNFCCC reporting requirements or **mandate** GHG reductions) or lack of **enforcement authority** may restrict the ability of interested plaintiffs to bring a case. While Congress has the option to create an additional cause of action in federal court for enforcement of international obligations, it could preserve existing limitations with no further legislative action.

Barring specific U.S. consent, a plaintiff asserting a climate claim against the United States is generally limited to existing provisions in domestic law. Even as domestic causes of action pertaining to relevant laws may be available, the ability of a plaintiff to bring a suit is subject to various limitations such as standing, sovereign immunity, and the willingness of courts to enforce international agreements.

Considerations for Congress

The ICJ opinion does not change any obligations applicable to the United States. Rather, it identifies how obligations may apply to countries with respect to climate-related harms. Although the ability for countries to pursue climate-related claims may be limited by some of the factors identified above, Congress may wish to consider the degree to which existing law or changes therein could affect the ability of the United States to hold foreign interests accountable for any breaches. Congress may also wish to consider the extent to which existing U.S. law or proposed legislation aligns with international obligations or could otherwise affect the ability of the United States to defend against a claim by a foreign interest. The ICJ opinion provides information that may assist in such an analysis.

The Senate may wish to provide oversight, advice, and/or consent for treaties the ICJ identified as imposing obligations on countries with respect to climate change. For example, the Senate could consider a resolution of ratification expressing its consent (or not) to treaties under consideration by the Senate that the United States has not ratified, such as the CBD (to which the United States is a signatory but not a party). The ICJ's findings pertaining to UNCLOS are uniquely complicated for the United States, which is not a party to but does rely on UNCLOS for internationally agreed maritime boundaries (such as those **discussed** by the ICJ regarding climate-change-induced sea level rise) and abides by many of its provisions under customary international law.

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