



European Union Extraterritorial Sustainability Requirements

Review of the EU Corporate
Sustainability Due Diligence
Directive's Conflict of Law

U.S. Chamber of Commerce

Executive Summary

The EU's Corporate Sustainability Due Diligence Directive (CS3D) and Corporate Sustainability Reporting Directive (CSRD) impose far-reaching obligations that extend well beyond the EU, creating significant reporting and compliance burdens for global businesses. CS3D forces companies to monitor and mitigate human rights and environmental risks across complex global value chains, exposing non-EU firms to costly due diligence requirements and significant liability risk. CSRD adds another layer of complexity by mandating detailed sustainability reporting under EU standards for non-EU groups, covering the breadth of their global operations. This paper focuses on the particular challenges of regulatory overreach and conflicts of law that arise from CS3D.

The European Union's (EU) Corporate Sustainability Due Diligence Directive (CS3D or Directive) seeks to improve sustainability and promote responsible corporate behavior of companies' global supply chains, and the Corporate Sustainability Reporting Directive (CSRD) seeks to enhance transparency and accountability in sustainability performance. The U.S. Chamber of Commerce ("the Chamber"), however, is concerned about the unprecedented regulatory overreach of CS3D and CSRD, which in their current forms would impose numerous severe obligations on third-country companies that have minimal connection to the EU.

Under international law, extraterritorial jurisdiction is only applied in exceptional circumstances, as projecting legal authority beyond a jurisdiction's borders risks conflicting with domestic regulatory frameworks and thus with the sovereignty of third

countries. In practice, CS3D and CSRD leverage a broad definition of "turnover in the EU" (based either on direct turnover in the EU or turnover of a group of affiliates) as a nexus to impose obligations—including due diligence, civil liability, and climate transition plans—on global corporate operations. As a result, even companies with only minimal, indirect links to the EU market can find themselves subject to EU standards established by CS3D and CSRD. The Chamber therefore urges the EU to confine CS3D and CSRD obligations to activities conducted within the EU's territory and remove extraterritorial reach into third-country operations.

While the Directives reference several international frameworks, they would convert mostly nonbinding principles into enforceable requirements for third-country firms, creating compliance obligations that often exceed and may conflict with local legal requirements. This would seem to be in contrast with the EU's own historical position of resisting extraterritorial regulation, reflected in particular by the EU Blocking Statute and the Anti-Coercion Instrument, which aim to protect EU companies from foreign legal overreach.

The regulatory overreach of CS3D is evident in the (i) scope of due diligence obligations across global value chains; (ii) conditioning of EU market access on compliance; (iii) potential civil liability in EU courts for harm occurring outside EU borders; and (iv) imposition of climate transition plans aligned with EU policy. These measures risk restricting market participation by compelling foreign suppliers and subsidiaries to adhere to EU standards regardless of the law in their jurisdictions of origin.

Country-specific issues illustrate the Directive's disproportionate reach. For example, exporters in Brazil, Argentina, Australia, and the Gulf Co-

ordinating Countries face duplicative regulatory burdens, increased costs, and potential exclusion from EU markets, while third-country regulators are steered toward EU-aligned frameworks through indirect policy and regulatory pressure. For U.S. companies specifically, CS3D introduces potential conflicts with fiduciary duties under domestic corporate law, expanding directors' oversight obligations and exposing multinationals to overlapping legal responsibilities.

Across jurisdictions, CS3D's prescriptive requirements risk creating fragmented regulatory frameworks, legal friction, and competitive distortions, raising questions about the efficacy of unilateral extraterritorial enforcement for advancing global sustainability goals.

The European Commission has pledged to substantially reduce regulatory burden through its Omnibus Simplification Package. The proposed amendments to the text proposed by the Commission would adjust companies in scope, timelines, reporting details, and the civil liability regime, but it does not propose changes to the extraterritorial application of CS3D or CSRD. Non-EU companies remain fully bound by EU due diligence and reporting rules regardless of where they operate. This failure to address jurisdictional overreach perpetuates legal uncertainty, compliance burdens, and competitive disadvantages for global businesses, undermining the stated goals of simplification and EU competitiveness. EU co-legislators should thus urgently introduce further amendments to the text clarifying that the legislation will apply only to companies incorporated or headquartered within the EU and to activities conducted within EU territory.

The U.S. Chamber of Commerce is the world's largest business organization and network. Our members range from small businesses and chambers of commerce across the country to startups in fast-growing industries, leading industry associations, and global corporations. The Chamber also represents key multinational enterprises operating in the U.S.

Introduction

This paper examines the Corporate Sustainability Due Diligence Directive (CS3D). Part One focuses on extraterritoriality regulatory overreach into third countries and conflict with U.S. law. This analysis considers the Directive in its current form prior to any amendments that may arise from the Omnibus Simplification Package¹ currently being negotiated by EU institutions.

Importantly, while the EU's broader efforts to simplify sustainability regulations through Omnibus packages are commendable, at this stage, these proposed reforms do not appear to address the concerns raised by the extraterritorial application of CS3D and its potential conflicts with U.S. legal frameworks.

The Omnibus package, introduced by the European Commission in February 2025, aims to streamline sustainability reporting and due diligence requirements under both the Corporate Sustainability Reporting Directive (CSRD) and CS3D. Key proposed amendments include narrowing the scope of companies subject to these Directives, delaying reporting obligations, and limiting due diligence requirements to direct suppliers in high-risk sectors. These measures are intended to reduce administrative burdens and enhance EU competitiveness.

Despite these simplification efforts, significant issues remain. CS3D extends its due diligence obligations to non-EU headquartered companies, including U.S.-parented firms, based on their EU turnover. This broad reach raises concerns about conflicts with U.S. law, particularly in areas such as labor practices and corporate governance.

This paper is structured into two sections. Part one analyzes CS3D's regulatory overreach and extraterritorial provisions, highlighting how application to non-EU companies may conflict with international legal principles and the sovereignty of third countries. Part two examines the Directive as it relates to U.S. law, identifying specific areas of tension and the potential legal and operational challenges for U.S.-parented companies.

Through this analysis, the Chamber aims to provide a comprehensive understanding of the primary regulatory complexities surrounding CS3D and contribute to ongoing discussions on aligning EU sustainability objectives with international legal norms and practices.

Part One— Extraterritoriality and Regulatory Overreach of CS3D on Third Countries

The term 'extraterritoriality' refers to the "competence of a State to make, apply and enforce rules of conduct in respect of persons, property or events beyond its territory."² Extraterritoriality can be exercised by way of enforcement, meaning that a local competent authority of a specific jurisdiction ensures compliance with applicable laws and regulations for all entities subject to that framework. It is commonly considered that extraterritorial jurisdiction should be invoked only in exceptional situations.

While a jurisdiction's authority within its own territory is absolute, projecting its legal competence into another jurisdiction carries the inherent danger of encroaching upon that jurisdiction's sovereignty. As detailed in this paper, a jurisdiction's attempt to make, apply, and enforce rules of conduct with respect to events outside its own territory may bring it into direct conflict

1 Proposal for a directive of the European Parliament and of the Council amending Directives 2006/43/EC, 2013/34/EU, (EU) 2022/2464 and (EU) 2024/1760 as regards certain corporate sustainability reporting and due diligence requirements, available at <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex:52025PC0081>.

2 M. T. Kamminga, *Extraterritoriality*, Max Planck Encyclopaedia of Public International Law, available at <https://opil.ouplaw.com/display/10.1093/law:epil/9780199231690/law-9780199231690-e1040?print=pdf>.

with the territorial rights of another State to do the same. As such, the application of extraterritorial laws and obligations likely would clash with the prohibition of interference in another jurisdiction's internal affairs, therefore violating its right to territorial integrity and political independence -- a long-established norm in international law.³

Even where national jurisdictions do not rely on binding legal obligations, concerns over regulatory overreach remain. CS3D references many international agreements and incorporates them into its legal provisions, thus making them legally binding even for jurisdictions that have not individually signed or ratified these agreements. These include the Guidelines for Responsible Business Conduct⁴ adopted in the context of the Organisation for Economic Co-operation and Development (OECD).

While formally characterized as nonbinding recommendations, the OECD Guidelines encourage national jurisdictions to shape corporate conduct beyond their borders through national contact points and peer-review mechanisms. The Guidelines illustrate how even voluntary frameworks may blur the line between legitimate international cooperation and interference with another jurisdiction's domestic

authority, thereby reproducing the very tensions that make extraterritorial jurisdiction and enforcement problematic under international law. In practice, CS3D transforms nonbinding international agreements and guidelines into law applied to foreign companies, therefore requiring businesses to comply with standards and obligations that may exceed a company's domestic legal requirements.

This tension between extraterritorial obligations and respect for the sovereignty of other jurisdictions is not merely theoretical. In practice, various jurisdictions have developed instruments to resist or mitigate the regulatory overreach of foreign laws, particularly when such laws threaten domestic or corporate autonomy. The EU itself has historically relied on anti-extraterritorial measures. The principal instrument is Council Regulation (EC) No 2271/96⁵, commonly referred to as the Blocking Statute, which was designed to shield EU companies from the extraterritorial effects of third-country legislation. This framework reflects the EU's long-standing policy of protecting its sovereignty against foreign regulatory overreach.

The Blocking Statute was adopted in the 1990s to support EU companies in navigating a series of U.S. sanctions against Cuba and Iran that were perceived as regulatory overreach. The measure remains in force, currently listing only U.S. measures. The Statute allows EU companies to escape the impacts of extraterritorial legislation through a series of powerful legal tools, including a ban on recognition or enforcement in the EU of any foreign judgment or administrative decision that gives effect to a listed extraterritorial law (Article 4); prohibition for EU companies to comply with any requirement or prohibition "based on or resulting" from listed extraterritorial laws (Article 5); and a private right of action to recover damages caused by the application of listed extraterritorial laws (Article 6).

In addition to the Blocking Statute, the EU recently adopted its Anti-Coercion Instrument, or ACI, (Regulation EU 2023/2675)⁶, designed to deter and, where necessary, counteract economic coercion by third countries. As with the Blocking Statute, the ACI reflects long-standing EU policy to resist foreign measures that interfere with EU sovereignty. Yet CS3D embodies exactly the type of extraterritorial impact that the EU has traditionally opposed.

3 For instance, see International Court of Justice, *Corfu Channel (UK v. Albania)*, 9 April 1949. Importantly, the Court states that "between independent States, respect for territorial sovereignty is an essential foundation of international relations" (p. 35), available at https://www.oecd.org/content/dam/oecd/en/publications/reports/2018/02/oecd-due-diligence-guidance-for-responsible-business-conduct_c669bd57/15f5f4b3-en.pdf.

4 OECD, *Due Diligence Guidance for Responsible Business Conduct*, available .

5 Council Regulation (EC) No 2271/96 of 22 November 1996 protecting against the effects of the extra-territorial application of legislation adopted by a third country and actions based thereon or resulting therefrom, available at <https://eur-lex.europa.eu/eli/reg/1996/2271/oj/eng>.

6 Regulation (EU) 2023/2675 of the European Parliament and of the Council of 22 November 2023 on the protection of the Union and its Member States from economic coercion by third countries, available at https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=OJ:L_202302675.

Although CS3D notionally links its scope for non-EU companies to an EU nexus (i.e., direct turnover in the EU or turnover of a group of affiliates), the imposed obligations have global effects. For example, CS3D mandates that in-scope companies identify, prevent, and mitigate adverse human rights and environmental impacts as defined by the Directive across their entire worldwide “chain of activities,” in addition to implementing group-wide climate transition plans. Failures anywhere in that global chain can trigger the risk of civil liability and administrative sanctions. Essentially, this framework leverages access to the EU market to impose EU standards and business operations in third countries, even when the conduct in question is entirely lawful where it occurs.

Following is a detailed analysis of the extraterritorial elements of CS3D. Section A discusses the mechanisms through which CS3D’s provisions exert concrete and tangible extraterritorial effects. Section B examines how this regulatory overreach disproportionately affects foreign companies and intersects with domestic legislation in third countries.

Section A— CS3D’s Extraterritorial Overreach

Several examples illustrate the extraterritorial dimension of CS3D.

First, the Directive’s scope expressly extends to non-EU companies that have a territorial connection with the EU based on the turnover generated

in the internal market (Article 2, p. 2). Where a non-EU company generates more than €450 million in the EU, it must perform due diligence regarding its own operations, the operations of its subsidiaries, and those of business partners throughout its chain of activities.

For example, a U.S.-based company that relies on suppliers in China and meets the turnover threshold will need to conduct due diligence with respect to those suppliers. Similarly, an Australian company sourcing inputs from Argentina and meeting the scope thresholds under CS3D would be required to implement the Directive’s due diligence measures across its supply chain despite having no direct presence in the EU. An Indian technology firm that sources critical components from South Korea could fall within scope if its sales into the EU exceed the relevant threshold, obliging it to apply CS3D standards throughout its global operations.

The Directive itself explains that the “turnover criterion should be chosen as it creates a territorial connection between the third-country companies and the Union territory. Turnover is a proxy for the effects that the activities of those companies could have on the internal market,” to justify the application of EU law to third-country companies (Recital 30).

However, turnover itself does not establish a sufficiently direct or substantial connection between a third-country company and the EU territory to justify jurisdiction.

Turnover is an economic outcome, not a conduct-based connection: The company may have no physical presence, operations, employees, or assets in the EU. Under international law,⁷ jurisdiction typically requires a genuine link (e.g., residence, presence, activities) and not mere economic outcomes or market effects. As such, economic turnover should be considered too abstract and indirect to serve as a legitimate basis for jurisdiction. In this context, due diligence obligations should only arise for (i) operations located in the EU, (ii) EU-incorporated subsidiaries, and (iii) business-partner activities carried out in the EU.

Additionally, the Directive’s scope extends beyond mere turnover connections as it also applies to the ultimate parent company of a group of legal entities if those entities collectively generate more than the turnover threshold (see Article 2(2)(b)). This application to parent companies that do not themselves generate turnover in the EU ignores the separate existence of legal entities and functions as a statutory corporate veil piercing mechanism that captures corporate groups worldwide. The implications of this are remarkable: The concept of distinct legal entities and treatment as separate corporate bodies was developed to encourage investment by limiting the liability of investors. As described in further detail in Part 2, ignoring these legal forms on the basis of ownership interest will expose parent companies to civil liability and regulatory scrutiny for the actions of their subsidiaries’ suppliers (and suppliers’ suppliers)

7 The requirement for a “genuine link” was first articulated with respect to natural persons (see, for example, International Court of Justice, *Noteboom (Liechtenstein v. Guatemala)*, 6 April 1955, available at <https://www.icj-cij.org/sites/default/files/case-related/18/018-19550406-JUD-01-00-EN.pdf>) and then extended to other cross-border matters (see, for example, Article 91 of the United Nations Convention on the Law of the Sea, available at https://www.un.org/depts/los/convention_agreements/texts/unclos/unclos_e.pdf) .

worldwide. This will also create further conflicts of law scenarios where U.S. ultimate parent companies would need to require their non-EU subsidiaries (e.g., a controlled entity in the Asia Pacific) to comply with CS3D irrespective of local legal requirements (e.g., restrictions on collective bargaining). This will likely have a significant chilling effect on foreign investment.

Second, the Directive's due diligence obligations extend well beyond the territory of the EU. Once a company is in scope, it must conduct due diligence not only on its own operations but across its entire global chain of activities, covering both upstream and downstream business partners (Articles 8–11). Companies are required to identify, prevent, and mitigate adverse human rights and environmental impacts through measures such as contractual assurances, audits, investments, and adjustments to purchasing practices.

These obligations carry substantial indirect effects: Non-EU suppliers and other partners outside CS3D's formal scope, particularly small and medium-sized enterprises (SMEs), may be compelled to comply with EU standards if they wish to remain part of the value chain of an in-scope company. To avoid extraterritorial spillover, "chain of activities" should be expressly limited to activities occurring in the EU. Contractual pass-through to third-country suppliers could be voluntary guidance, not a legal requirement.

Companies would face heavy administrative burdens to respond to information requests, audits, and demanding contractual clauses. For some SMEs, the cost is simply too great. In other instances, failure to meet these standards may lead customers to terminate business relationships in order to limit their

own legal risk. Given the complexity of modern supply chains, larger companies may prefer to drop noncompliant suppliers rather than engage in costly remediation. For example, SMEs in Brazil that supply components to a Canadian multinational with a specific turnover in the EU could find themselves excluded from contracts if they are unable to demonstrate compliance with CS3D requirements even though they have no direct ties to the EU.

In practice, CS3D restricts access to the EU market even for companies with no direct links to the EU. Parent undertakings of subsidiaries subject to CS3D may also reassess their presence in the EU to avoid what they perceive as excessive administrative burdens, which could ultimately affect competition in the internal market. By contrast, if the Directive were applied strictly on a territorial basis, companies would maintain EU presence without fear that EU rules attach to non-EU plants, assets, or suppliers.

Third, the Directive's civil liability regime under Article 29 creates significant issues. These include that in-scope companies could be held liable before EU courts for damages resulting from a negligent breach of their due diligence obligations, that is, a failure to exercise the level of care required under the Directive regardless of whether the harm occurred within the EU. This includes failure to implement adequate mitigation measures or to suspend or terminate high-risk business relationships. The framework provides for joint and several liability with subsidiaries or business partners that may have had no involvement, and it raises the prospect of claims in EU courts for harm occurring entirely outside the EU.

Given that CS3D will be transposed into 27 Member State legal systems, there is also a risk of overlapping or multiple actions for the same harm. Furthermore, the Directive links liability to a list of international human rights and environmental agreements, some of which are nonbinding or not ratified in the country where the harm occurs.

Finally, the adoption of climate transition plans under CS3D Article 22 provides further evidence of the Directive's extraterritorial character. In-scope companies must adopt and implement transition plans to align their business model with the Paris Agreement's 1.5 °C goal and climate neutrality by 2050. These plans must set time-bound targets, specify actions to reach them, and describe Board-level responsibilities. Because the obligation applies to the entire corporate group and global operations once the turnover nexus is met, non-EU companies with no physical EU presence are nonetheless required to implement EU-compliant strategies. Penalties reaching at least 5% of a company's net global turnover (Article 27) further reinforce the EU's leverage.

This effectively imposes EU climate policy objectives on companies headquartered abroad, even where their home jurisdiction's requirements differ. Unlike the Paris Agreement, which relies on voluntary commitments without legally enforceable penalties, the Directive mandates binding obligations on foreign companies, again highlighting its extraterritorial character.

The regulatory overreach of CS3D provisions is closely linked to the EU's intention to achieve its internal policy objectives. As described in the European Parliament's Resolution 2020/2129, the "future legislation on corporate due diligence and

corporate accountability for European undertakings would be expected to have extraterritorial effects” and that “this significant impact could contribute to the Union’s policy objectives.”⁸ However, extraterritorial measures can prompt reciprocal actions by other jurisdictions and lead to conflicting obligations and enforcement challenges. The EU’s own Blocking Statute illustrates the problem: The EU has long resisted the extraterritorial application of U.S. law on the grounds that it undermines sovereignty and upends the balance of international obligations. Yet through CS3D, the EU seeks to impose its own policy objectives beyond its borders, a stance that risks the very inconsistencies it has historically condemned.

The following section examines specific country-level examples to illustrate the practical consequences of CS3D’s extraterritorial reach. It highlights how the Directive’s expansive scope affects companies, supply chains, and national legal systems in third countries, often creating burdens that go beyond the EU’s stated objectives and raising questions about sovereignty, regulatory coherence, and economic competitiveness.

Section B—Disproportionate Regulatory Effects on Foreign Companies and Third Countries

As explained above, CS3D’s regulatory overreach and extraterritorial effects lack clear support in international law, especially when applied unilaterally to companies that do not have a substantial connection to the EU territory. CS3D’s extraterritorial application also risks undermining its own objectives by creating friction with key trading partners, encouraging fragmented environmental, social, and governance (ESG) regimes, and weakening the EU’s global competitiveness. Instead of building a cooperative framework for sustainable trade, the EU risks alienating exporters and provoking legal or political backlash in markets essential to its supply chains.

Sustainable business practices should be advanced through collaboration and mutual recognition, not unilateral imposition. Instead of fostering international cooperation, the extraterritorial reach of CS3D risks generating legal fragmentation, duplication of standards, and a perception of unilateralism that erodes trust in EU third-country relations.

The consequences of this overreach are of concern to businesses and governments in several countries.

Brazil

Exporters in sectors such as agriculture, forestry, and extractives often exceed the turnover threshold through commodity sales, yet they already operate under comprehensive national ESG regulations, including environmental licensing.⁹ Additionally, climate obligations in Brazil are already established by the National Policy on Climate Change, which imposes mitigation targets and requires strategic planning within sectors like agriculture and energy.¹⁰ Against this backdrop, CS3D introduces prescriptive requirements that are largely additional to or overlap with domestic rules.

Brazilian local commentators and trade bodies have raised concerns that the Directive could act as a de facto trade barrier, particularly for SMEs that may lack the capacity to comply with the stringent EU due diligence requirements.¹¹ These burdens can reduce competitiveness or even exclude firms from EU-linked business networks, creating economic marginalization and undermining Brazil’s autonomy in managing its development and environmental objectives.

8 European Parliament Resolution of 10 March 2021 with recommendations to the Commission on corporate due diligence and corporate accountability, 24 November 2021, available at <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A52021IP0073>.

9 As mandated by the National Environmental Policy, Law No. 6,938/1981, available at https://www.planalto.gov.br/ccivil_03/LEIS/L6938.htm.

10 National Policy on Climate Change, Law No. 12,187/2009, available at https://www.planalto.gov.br/ccivil_03/_ato2007-2010/2009/lei/112187.htm.

11 Redação LEC, A nova diretiva CS3D da União Europeia: Oportunidades e Desafios no Brasil, 19 June 2024, available at <https://lec.com.br/a-nova-diretiva-cs3d-da-uniao-europeia-oportunidades-e-desafios-no-brasil/>; Instituto de Integridade, ESG, Prevenção e Combate à Lavagem de Dinheiro e ao Financiamento do Terrorismo, Os riscos do ‘protecionismo do bem’ e as três novas regras europeias de ESG, 22 January 2024, available at <https://ipld.com.br/noticias/os-riscos-do-protecionismo-do-bem-e-as-tres-novas-regras-europeias-de-esg/>.

Brazil's National Confederation of Industry (CNI) has further warned that the Directive risks creating "insegurança jurídica" (legal uncertainty), given its potential to conflict with existing Brazilian laws and expose companies to parallel litigation across different EU jurisdictions.¹² Rather than fostering convergence, CNI stress that the Directive could lead to regulatory fragmentation and unnecessary duplication of obligations, which would place Brazilian exporters at a practical disadvantage.

Brazilian stakeholders have also noted that the Directive could undermine the legitimacy of ongoing legislative debates within Brazil concerning domestic due diligence regulation.¹³ By preemptively imposing an EU-driven model, the Directive could erode national sovereignty and alienate domestic firms. Instead of fostering a shared commitment to ESG principles, such unilateral measures can cause political resistance, fuel narratives of external interference, and ultimately harden opposition to sustainability reforms. In practice, this could slow down rather than accelerate the global uptake of responsible business standards. This tension is compounded by the perception that

third countries had no formal input in the Directive's negotiations and final rules, challenging norms of democratic participation and mutual respect in international regulation.

Argentina

CS3D compels companies to undertake costly due diligence procedures irrespective of their size or direct regulatory exposure. Such dynamics disregard local regulatory frameworks and ongoing debates about corporate responsibility, while eroding the ability of Argentina to autonomously shape its own sustainable development and ESG policies. Argentina's own trade monitoring reports note that the Directive will affect not only EU firms but also their global business partners, stressing how its obligations reach beyond European borders and bind non-EU suppliers.¹⁴

The external pressure is also felt in Argentina's private sector: Local commentators have highlighted that "for those firms that export to Europe or are part of global supply chains, these regulations [i.e. CS3D] are not optional; they will become a requirement to continue operating in those markets. Companies that have already begun to integrate sustainability into their operations will

have a competitive advantage, as they will be better prepared to meet these requirements. However, those that have not yet taken significant measures must accelerate their adaptation process to avoid being left behind."¹⁵ By privileging an EU-driven compliance model, the Directive risks undermining democratic legitimacy and national sovereignty in regulatory matters.

The economic repercussions appear to be particularly acute for Argentina's agro-industrial sector, which accounts for nearly three-quarters of the country's exports to the EU. While these firms, especially SMEs, play a central role in sustaining Argentina's export capacity, they now face an additional layer of compliance obligations that duplicate or override national requirements. Smaller suppliers may lack the resources to adapt, leading to disengagement from EU value chains, exclusion from markets, and loss of competitiveness. This creates not only risks of economic marginalization but also systemic inequalities, where developing country suppliers are forced to shoulder the costs of EU regulatory choices. In this sense, the CS3D's extraterritorial effects function less as a cooperative framework for sustainable trade and more

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- 12 Confederação Nacional da Indústria, Diretiva da União Europeia cria regras sobre sustentabilidade corporativa, July 2024, available at https://static.portaldaindustria.com.br/media/filer_public/0d/47/0d472d9c-f62c-4067-8a71-52bdffe0b1a1/apc_14_comercio_e_sustentabilidade_csddd_vf.pdf.
- 13 Consultor Jurídico, Não membros da UE devem ser cautelosos quanto à diretiva sobre dever de diligência em sustentabilidade, 11 December 2024, available at <https://www.conjur.com.br/2024-dez-11/nao-membros-da-ue-devem-ser-cautelosos-quanto-a-diretiva-sobre-dever-de-diligencia-em-sustentabilidade/>; EY, EU CS3D: impacts on Brazilians jurisdictions and companies, May 2024, available at <https://www.ey.com/content/dam/ey-unified-site/ey-com/pt-br/insights/climate-change-sustainability-services/documents/ey-brazilian-tax-reform.pdf>.
- 14 Ministerio de Relaciones Exteriores, Comercio Internacional y Culto, Monitor de exportaciones Argentinas, September 2022, available at <https://docs.inversionycomercio.ar/webinfo/D8qiq34eXV3BTZUGgejyp2qeDp50x7Vn.pdf?>.
- 15 N. Carpio, De Europa a la Argentina: la nueva normativa CS3D marca un horizonte sustentable para nuestro empresariado, 22 August 2024, available at <https://crsustentabilidad.com/de-europa-a-la-argentina-la-nueva-normativa-cs3d-marca-un-horizonte-sustentable-para-nuestro-empresariado/>.
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as a unilateral imposition that threatens development priorities and weakens the resilience of exporting economies.¹⁶

Australia

Australian exporters, particularly in sectors such as mining, agriculture, and manufacturing, face similar challenges to those in Argentina. A 2024 panel hosted by the Australian National Contact Point for Responsible Business Conduct highlighted the “extraterritorial scope” of the Directive and examined its implications for Australian firms.¹⁷ Participants underlined that compliance would effectively become a condition for market entry, raising questions about proportionality and fairness when non-EU businesses have had no role in shaping the rules. The compliance burdens are substantial, especially for SMEs, as meeting these requirements may be resource-intensive and challenging to implement, potentially diverting focus from domestic priorities and straining operational capacities.¹⁸

Gulf Cooperation Council

The compliance challenges for GCC businesses broadly are multifaceted. While some jurisdictions in the region have made efforts to implement ESG frameworks, these initiatives are often nascent and may not align with the stringent requirements set forth by CS3D.¹⁹ The Directive’s emphasis on comprehensive due diligence, including value chain mapping and risk mitigation strategies, presents a significant departure from existing regulatory models in the GCC. This misalignment could lead to increased operational costs and potential legal liability for businesses that fail to meet the Directive’s standards.

Qatar, a significant exporter of liquefied natural gas (LNG) to Europe, has expressed particular concern, warning that the burdens imposed by CS3D could prompt a stop in its exports to the bloc.²⁰ In a letter dated 21 May 2025, the Qatari

Energy Minister informed the Belgian government that Qatar may divert its LNG exports away from the EU due to the obligations under CS3D.²¹ Qatar, which supplies 12%–14% of the EU’s LNG and is the third-largest LNG exporter globally, expressed concern that CS3D creates an unstable business environment. Despite proposed changes, Qatar insists that the revisions proposed under the Omnibus package do not go far enough and has notably requested the removal of the climate transition plan requirement. This underscores that the EU is not simply exporting its sustainability standards with CS3D; it is diminishing the competitiveness of its own market by imposing nontariff barriers that limit key imports.

Beyond these regions, the CS3D’s regulatory overreach is prompting regulatory adaptation in other jurisdictions. For example, the South Korean Chamber of Commerce and Industry has warned that unless Korean companies and their suppliers comply with EU sustainability standards, they risk

16 *Idem.*

17 Australian National Contact Point for Responsible Business Conduct, Australian Government, Business and Human Rights Lawyers Association Panel: Mandatory Human Rights (and Environmental) Due Diligence Obligations Under the EU Corporate Sustainability Due Diligence Directive (CSDDD), 30 July 2024, available at <https://ausncp.gov.au/node/1141>.

18 Kukolja K., Australian businesses face pressure from European sustainability standards, 10 August 2024, available at <https://www.thesaturdaypaper.com.au/news/environment/2024/08/10/australian-businesses-face-pressure-european-sustainability-standards#:~:text=Australia's%20largest%20corporations%20are%20coming,introduced%20in%20the%20European%20Union>.

19 Icelis Global, Legal Insight-Navigating the ESG Legal Maze: Qatar and the GCC’s Regulatory Evolution, 4 August 2025, available at <https://icelisglobal.com/legal-insight-navigating-the-esg-legal-maze-qatar-and-the-gccs-regulatory-evolution/>.

20 H. A Abdalftah., Will Europe’s Green Agenda Disrupt LNG Imports from Qatar?, 29 January 2025, available at https://mecouncil.org/blog_posts/will-europes-green-agenda-disrupt-lng-imports-from-qatar.

21 S. Abnett, Qatar threatened to cut EU LNG supplies over sustainability law, letter shows, 26 July 2025, available at <https://www.reuters.com/sustainability/climate-energy/qatar-threatened-cut-eu-lng-supplies-over-sustainability-law-letter-shows-2025-07-26/>.

being excluded from global value chains, explicitly pointing out how the Directive's extraterritorial effect can reshape competitive dynamics for third-country businesses.²²

India

Mainstream business press and advisory analyses warn exporters that compliance with EU-style due diligence is becoming a market access condition, effectively coercing upgrades in governance and reporting even absent an Indian CS3D equivalent. India's own disclosure framework (i.e., the Security and Exchange Board of India's Business Responsibility and Sustainability Reporting²³) has been tightened, thus reducing the gap with EU purchasers' information demands and mitigating exclusion risks for Indian suppliers.²⁴ Yet Indian industry stakeholders emphasize that the India-EU trade relationship faces structural frictions.²⁵ They note that beyond tariff schedules, the full realization of India-EU economic potential is held back

by a range of persistent obstacles, including nontariff barriers such as the new EU sustainability measures, including CS3D.

Business associations and commentators warn that while well-intentioned, CS3D requirements risk operating as de facto market barriers by imposing additional compliance costs, creating legal uncertainty, and effectively extending EU regulatory authority into third-country business environments. These concerns frame CS3D not only as a challenge to exporters but as a test of balance between advancing global sustainability standards and ensuring equitable terms of trade.

South Africa

Companies in South Africa have noted that EU buyers and investors will require human rights and environmental due diligence from South African firms, altering market dynamics in mining, agriculture, and manufacturing.²⁶ This forward-looking guidance stresses how CS3D's regulatory overreach would

require third-country firms and regulators to adopt EU-compatible processes to avoid competitive disadvantages and contract loss. Business Unity South Africa (BUSA) has echoed these concerns in a 2024 stakeholder event, noting that EU sustainability legislation, including CS3D, poses significant challenges for non-EU suppliers.²⁷ BUSA's analysis warns that the Directive could impose disproportionate compliance burdens on South African firms, create uncertainty around how overlapping EU measures will be applied in practice, and risk excluding exporters from European value chains if they cannot rapidly align with EU standards. In this context, CS3D is perceived not only as shaping corporate conduct abroad but as redefining the terms of access to the EU market in ways that undermine the autonomy of South African businesses and regulators.

United Kingdom

UK authorities have formally acknowledged that CS3D will

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- 22 Korea Chamber of Commerce and Industry, European Union (EU) Supply Chain Due Diligence Directive (CSDDD) Response Briefing Session, 27 September 2024, available at https://www.korcham.net/nCham/Service/Economy/appl/KcciReportDetail.asp?CHAM_CD=B001&SEQ_NO_C010=20120939254&.
- 23 M. Cyrill, BRSR Reporting in India: Key changes to ESG disclosure introduced by SEBI, 20 February 2025, available at [https://www.india-briefing.com/news/brsr-reporting-in-india-key-changes-to-esg-disclosures-introduced-by-sebi-36261.html/#:~:text=The%20Securities%20and%20Exchange%20Board%20of%20India%20\(SEBI\)%20mandates%20the,Guidelines%20on%20Responsible%20Business%20Conduct.](https://www.india-briefing.com/news/brsr-reporting-in-india-key-changes-to-esg-disclosures-introduced-by-sebi-36261.html/#:~:text=The%20Securities%20and%20Exchange%20Board%20of%20India%20(SEBI)%20mandates%20the,Guidelines%20on%20Responsible%20Business%20Conduct.)
- 24 S. Sharma and R. Rishi, EU ESG Regulations Reshaping Global Business, Nishith Desai, 17 April 2024, available at <https://www.nishithdesai.com/NewsDetails/14982?>.
- 25 Confederation of Indian Industry, India and EU – Expanding Future Horizons, February 2025, available at https://www.cii.in/International_ResearchPDF/GB%2023933_India%20EU%20Report_Feb%2028%2725.pdf?.
- 26 D. Maverick, New European sustainability law will directly impact some South(ern) African companies, 29 March 2022, available at [https://www.tfsouthernafrica.org/new-european-sustainability-law-will-directly-impact-southern-african-companies/#:~:text=Forward%20Southern%20Africa-,New%20European%20sustainability%20law%20will,some%20South\(ern\)%20African%20companies&text=A%20new%20European%20Union%20directive,the%20requirements%20of%20the%20directive.](https://www.tfsouthernafrica.org/new-european-sustainability-law-will-directly-impact-southern-african-companies/#:~:text=Forward%20Southern%20Africa-,New%20European%20sustainability%20law%20will,some%20South(ern)%20African%20companies&text=A%20new%20European%20Union%20directive,the%20requirements%20of%20the%20directive.)
- 27 Business Unity South Africa, How are non-EU companies being impacted by the EU's new sustainability legislation, 10 May 2024, available at <https://www.busa.org.za/events/how-are-non-eu-companies-being-impacted-by-the-eus-new-sustainability-legislation/> and related study available at <https://www.busa.org.za/wp-content/uploads/2024/05/ESG-Study-on-the-impact-of-EUs-new-sustainability-agenda.pdf?>.
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apply to UK companies that meet the turnover threshold even in the absence of a direct nexus to the EU.²⁸ Members of Parliament have cautioned the government that domestic firms may therefore face EU compliance obligations and enforcement, framing CS3D as a live extraterritorial issue for UK business and policymakers alike.²⁹

UK parliamentary committees and evidence submissions further stressed that CS3D goes well beyond the UK's existing transparency-based rules, meaning that UK firms will have to adapt to EU standards through contractual pass-through if they wish to remain in EU-linked value chains. Notably, one written submission to Parliament underlined that "though SMEs are not directly subject to the directive, they are often contracted or sub-contracted by larger corporations that are subject to [CS3D]. As a result, larger firms may require SMEs to implement their own due diligence measures and provide sustainability data to meet their contractual obligations."³⁰ The City of London Corporation echoed these concerns, emphasising that a key challenge stems from the extraterritorial application of EU sustainability

reporting requirements, with the "unnecessary complexity and reporting burden from (...) the Corporate Sustainability Due Diligence Directive has proven to be especially challenging."³¹

These are illustrative examples of legal systems that have not ratified or signed several of the international treaties and agreements listed in CS3D; yet they would be required to adapt their national frameworks in order to continue trade with the EU. Practically speaking, this amounts to a form of regulatory coercion, seeking to transmit EU norms into third-country legal and corporate ecosystems. Among other things, this risks exacerbating concerns about marginalization, especially in countries that rely heavily on export-led growth.³²

Conclusion

CS3D's regulatory overreach and extraterritorial application risks undermining its own objectives by creating friction with key trading partners, encouraging fragmented ESG regimes, and weakening the EU's global competitiveness. Instead of building a cooperative framework for sustainable trade, the EU risks

alienating trading partners and provoking legal or political backlash in markets essential to its supply chains.

Sustainable business practices should be advanced through collaboration and mutual recognition, not unilateral imposition. CS3D's current design could complicate transatlantic and international trade talks by acting as a de facto nontariff barrier, given that third-country exporters would face obligations they had no role in shaping.

It is essential that the EU refine the scope of CS3D to respect the jurisdictional sovereignty of its key trading partners like the U.S. and therefore resolve much of the corporate governance and liability concerns posed by the current text. The EU should clarify that the legislation will apply only to companies operating within the EU and create a territorial link between the products or services offered by an in-scope company and the EU. These steps would directly address the concerns around extraterritorial outreach while still enabling the EU to pursue its sustainability objectives.

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- 28 UK Parliament, Written questions, answers and statements, Question for Department for Business and Trade, 30 July 2024, available at <https://questions-statements.parliament.uk/written-questions/detail/2024-07-30/HL484>.
- 29 UK Parliament, Forced Labour in the UK's Supply Chains, Session 2024–2025, available at <https://publications.parliament.uk/pa/jt5901/jtselect/jtrights/633/report.html?>.
- 30 Migrant Help, Written Submission to UK Parliament, available at <https://committees.parliament.uk/writtenevidence/137633/pdf/>.
- 31 City of London Corporation, Written Submission to UK Parliament, available at <https://committees.parliament.uk/writtenevidence/137627/pdf/>.
- 32 J. Krajcovicova, Implications of New Environmental Regulations, Donor Committee for Enterprise Development, 2025, available at <https://www.enterprise-development.org/wp-content/uploads/DCED-Implications-of-New-Environmental-Regulations-Full-Report-February-2025.pdf>.
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Part Two—U.S. Legal and Corporate Challenges Related to CS3D

CS3D carries significant implications for U.S. corporations, particularly because its prescriptive due diligence obligations diverge from the traditional U.S. approach to directors' responsibilities and corporate governance.

Under CS3D, directors are tasked with overseeing CS3D compliance. For U.S. boards of directors, this represents a significant departure from established practice. Under Delaware law, fiduciary duties of care and loyalty are owed to the corporation and its stockholders, while directors are protected by the business judgment rule as long as they act in good faith, on an informed basis, and without self-dealing.³³ Oversight obligations require directors to make a good faith effort to establish reporting systems but do not impose liability for every compliance failure. CS3D, in contrast, mandates affirmative due diligence plans, stakeholder engagement, grievance mechanisms, contractual assurances, and public disclosures. Whereas U.S. law affords broad discretion, CS3D narrows it by embedding sustainability and human rights into board-level governance duties.

The extraterritorial scope of CS3D exacerbates these tensions. Non-EU companies that exceed the prescribed turnover thresholds in Europe must comply, even if incorporated and headquartered in the U.S. This exposes U.S.-headquartered firms to liability in EU jurisdictions for conduct occurring but not limited to the EU, including within complex global supply chains. The U.S. model generally avoids imposing liability on directors for the misconduct of third parties absent direct culpability; yet under CS3D, parent companies may be held responsible for failures in subsidiaries or suppliers.³⁴ This results in a direct conflict of governance philosophies—one system built around managerial discretion and shareholder primacy, the other around prescriptive legal duties tied to sustainability objectives.

These divergences are sharpened by the Directive's reliance on international human rights and environmental instruments as reference points for due diligence. CS3D's Annex enumerates a wide range of treaties, conventions, and declarations that companies must consider in their compliance programs. Yet the U.S. has not ratified many of these texts. For instance, it is not party to the International Covenant on Economic, Social and Cultural Rights, the Convention on the Elimination of all Forms of Discrimination Against Women, the Convention on the Rights of the Child, or several International Labor Organization conventions on freedom of association and collective bargaining. Similarly, the U.S. has declined to ratify certain environmental agreements, such as

As highlighted in the recent U.S.-EU Joint Statement on Reciprocal, Fair and Balanced Trade,³⁷ sustainable business practices should be advanced through collaboration and mutual recognition, not unilateral imposition. By contrast, the CS3D civil liability regime and expansive due diligence obligations operate as a de facto nontariff barrier: U.S. exporters would be subject to obligations in which they had no voice and to legal standards that diverge from U.S. law. This creates significant compliance asymmetries: U.S. firms could face liability in EU courts for conduct that is lawful at home, while their competitors in other markets bear no equivalent burden. In response, U.S. legislation such as the proposed Protect USA Act³⁸ has been introduced to prevent U.S. entities from complying with foreign sustainability due diligence regimes, with CS3D specifically called out. Such one-sided regulatory overreach risks not only distorting trade flows but also undermining trust in transatlantic regulatory cooperation.

33 *Aronson v. Lewis*, 473 A.2d 805, 812 (Delaware 1984), available at <https://law.justia.com/cases/delaware/supreme-court/1984/473-a-2d-805-4.html>.

34 L. Enriques, M. Gatti, and R. Shapira, *How the EU Sustainability Due Diligence Directive Could Reshape Corporate America*, European Corporate Governance Institute, August 2025, available at https://papers.ssrn.com/sol3/papers.cfm?abstract_id=5083571&mirid=1.

37 Directorate General for Trade and Economic Security, *Joint Statement on a United States-European Union framework on an agreement on reciprocal, fair and balanced trade*, 21 August 2025, available [here](#).

38 Senate of the United States of America, *Bill proposed by Senator Hagerty "to prohibit entities integral to the national interests of the United States from participating in any foreign sustainability due diligence regulation, including the Corporate Sustainability Due Diligence Directive of the European Union, and for other purposes,"* available at <https://www.congress.gov/119/bills/s985/BILLS-119s985is.pdf>.

the Basel Convention on hazardous wastes and biodiversity treaties.³⁵

This creates a striking asymmetry. U.S. companies subject to CS3D must align their operations with standards derived from international instruments that are not binding under U.S. law or policy. Boards may be forced to design compliance systems around obligations that their own government has chosen not to accept or be bound by. In practice, this means that American companies are effectively required to enforce norms of international law in their global supply chains that do not apply to their domestic competitors. Such obligations risk creating confusion for directors as to the scope of their duties and potentially force them to prioritize compliance with EU standards over U.S. legal norms.

The trade and competitiveness implications are no less significant. Compliance with CS3D requires ongoing risk mapping, contractual oversight of suppliers, third-party audits, and remediation measures, all of which impose substantial costs. These costs cascade through value chains, meaning that even U.S. firms not directly in scope may face contractual pressure to comply in order to maintain their business relationships with EU partners. Small and medium-sized enterprises are particularly vulnerable as they often lack the compliance infrastructure to meet EU standards but risk exclusion from supply chains if they cannot demonstrate compliance.

Larger multinationals may respond by consolidating supplier networks, privileging those that can afford compliance and thereby crowding out smaller firms.³⁶

This will likely result in a distortion of trade and competition. U.S. firms with significant EU operations will bear heavier compliance costs than domestic-only competitors, potentially discouraging investment in EU markets. SMEs without the resources to comply may lose access to supply chains altogether, while those that remain may be forced to pass on compliance costs to consumers or downstream partners. In sectors with highly globalized sourcing, such as textiles, technology, and agriculture, these pressures could lead to significant restructuring of trade flows, privileging larger actors at the expense of diversity and competition.

Taken together, CS3D poses a structural challenge for U.S. corporate governance and trade. It imposes liability for value chain failures that U.S. law does not recognize and requires alignment with international instruments that the U.S. has not ratified. The compliance burdens risk excluding smaller U.S. firms from EU-related supply chains and distorting competition within the U.S. economy itself. For U.S. boards of directors and policymakers, the Directive therefore raises questions not only of regulatory compliance but of sovereignty, governance identity, and trade policy. Unless the scope of CS3D is narrowed to activities within the borders of

the EU, CS3D risks imposing heavy economic costs on U.S. companies seeking to remain competitive in global markets and creates friction in the transatlantic relationship.

Conclusion

CS3D embodies an attempt to regulate corporate conduct well beyond the EU's borders. By conditioning EU market access on compliance with prescriptive due diligence and climate obligations, the Directive effectively extends EU law into third countries, converting voluntary international frameworks into binding obligations for non-EU firms. While this approach reflects the EU's ambition to lead on sustainability, it risks undermining its own objectives by generating legal friction, eroding trust, and creating unintended economic and political consequences.

From an international law perspective, CS3D challenges long-standing principles of sovereignty and territorial integrity. CS3D imposes liability for conduct occurring abroad that encroaches on the regulatory autonomy of other jurisdictions. This is especially striking in light of the EU's own historic resistance to extraterritorial measures. By reversing its traditional stance, the EU risks setting a precedent that may invite reciprocal measures from trading partners and contribute to a fragmented global regulatory order.

35 *Idem.*

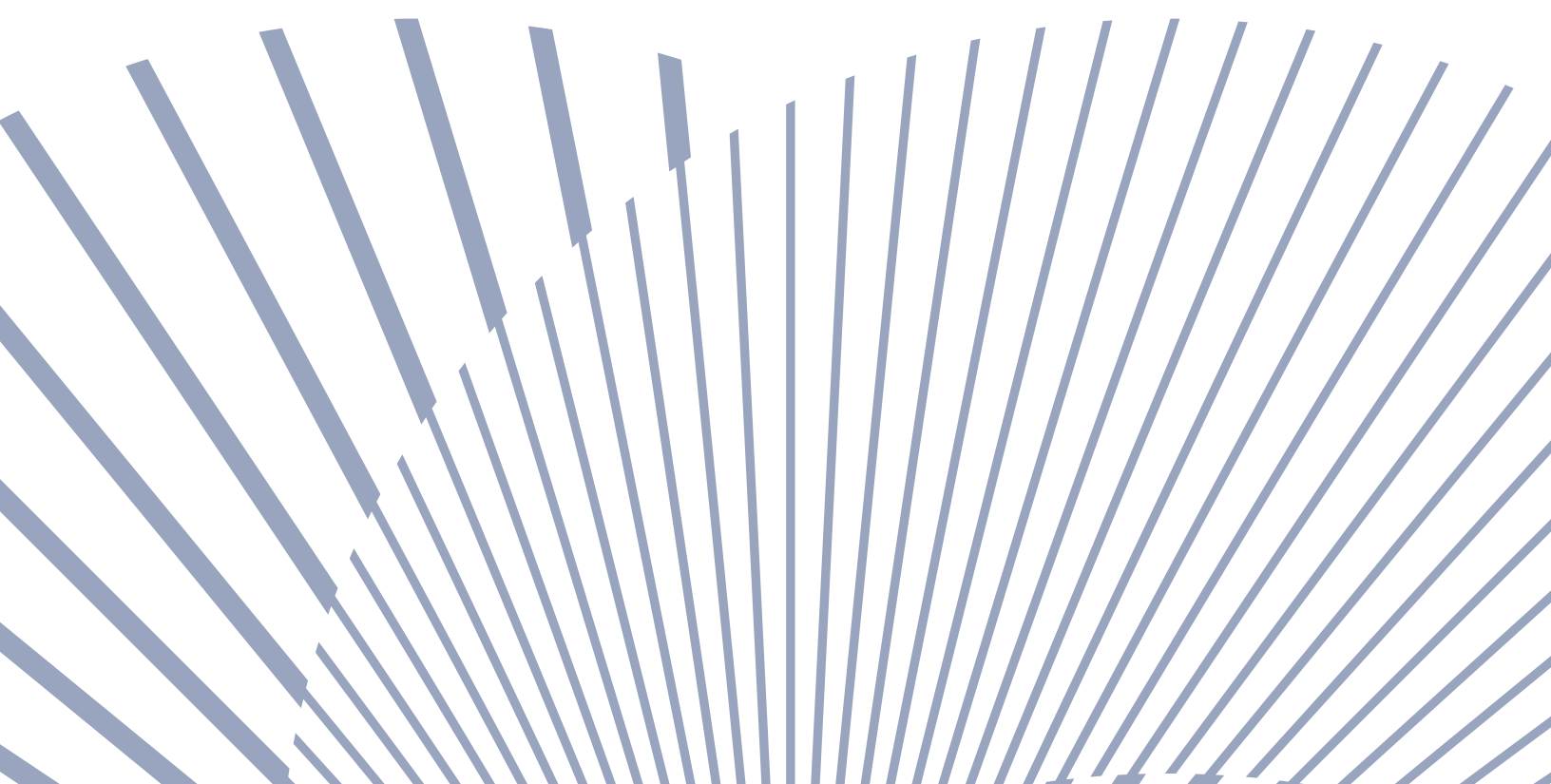
36 *Idem.*

For U.S. companies, CS3D introduces a direct conflict of governance philosophies. CS3D mandates affirmative due diligence obligations and embeds international human rights and environmental standards into board-level duties, many of which the U.S. has not ratified. This divergence creates uncertainty for directors and forces U.S. companies to align operations with EU-driven norms, even where they conflict with domestic expectations. The result is a dual burden of compliance that risks legal confusion, liability exposure in EU courts, and operational inefficiencies. The trade and competitiveness effects are equally significant. Compliance costs, cascading through supply chains, will disadvantage firms with substantial EU exposure relative to domestic-only competitors.

To address extraterritoriality in CS3D and CSRD, the EU should limit its scope strictly to companies incorporated or headquartered within the EU and to activities conducted within EU territory. This would require removing provisions that capture non-EU companies based solely on EU turnover thresholds and instead applying obligations only to entities with a legal presence in the EU. Additionally, due diligence requirements should be confined to operations and value chains within the EU Single Market, avoiding mandates on global supply chains beyond EU jurisdiction. Such changes would align the Directive with principles of territoriality under international law, reduce legal conflicts with third-country regulations, and prevent the perception of regulatory overreach

while still allowing the EU to pursue sustainability objectives through trade agreements and voluntary standards.

Ultimately, CS3D risks entrenching legal and economic tensions rather than fostering cooperative progress toward sustainable business practices. To avoid these outcomes, the Chamber calls on EU institutions to remove parent company requirements contained in CS3D and limit the application of CS3D to the European market under the current omnibus process. The EU would thereby demonstrate respect for international territorial sovereignty, acknowledge disparate existing domestic regulations, and scale requirements to the capacities of SMEs and suppliers in developing countries.



Annex—Comparative Tables of Jurisdictional Commitments to CS3D Instruments

This table sets out an analysis of the international agreements referenced in the annex to CS3D and divided accordingly (i.e., Part I and Part II), indicating their status of ratification and/or signature by selected jurisdictions, namely Argentina, Australia, Brazil, India, South Africa, South Korea, and Qatar.

International Human Rights Agreements

International Agreements Referenced in CS3D	Argentina	Australia	Brazil	India	South Africa	South Korea	Qatar	United States of America
International Covenant on Civil and Political Rights	Ratified	Ratified with reservations ^[1]	Ratified	Ratified with declarations ^[2]	Ratified	Ratified	Ratified with reservations ^[3]	Ratified with reservations ^[4]
International Covenant on Economic, Social and Cultural Rights	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified with reservations ^[5]	Not ratified but signed)
Convention on the Rights of the Child	Ratified	Ratified	Ratified	Ratified with reservations	Ratified	Ratified	Ratified with reservations ^[6]	Not ratified (but signed)
Freedom of Association and Protection of the Right to Organise Convention	Ratified	Ratified	Not a party	Not a party	Ratified	Ratified	Not a party	Not ratified and not signed
Right to Organise and Collective Bargaining Convention	Ratified	Ratified	Ratified	Not a party	Ratified	Ratified	Not a party	Not ratified and not signed
Forced Labour Convention	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Not ratified and not signed
Protocol of 2014 to the Forced Labour Convention	Ratified	Ratified	Ratified	Not a party	Not a party	Not a party	Not a party	Not ratified and not signed
Abolition of Forced Labour Convention	Ratified	Ratified	Ratified	Ratified	Ratified	Not a party	Ratified	Ratified
Minimum Age Convention	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Not ratified and not signed
Worst Forms of Child Labour Convention	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified
Equal Remuneration Convention	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Not a party	Not ratified and not signed
Discrimination (Employment and Occupation) Convention	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Not ratified and not signed

International Environmental Conventions

International Conventions Referenced in CS3D	Argentina	Australia	Brazil	India	South Africa	South Korea	Qatar	United States of America
Convention on Biological Diversity	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Not ratified (but signed)
Cartagena Protocol on Biosafety	Signed	Not a party	Ratified	Ratified	Ratified	Ratified	Ratified	Not ratified (but signed)
Nagoya Protocol on Access and Benefit-Sharing	Ratified with declarations ¹²¹	Signed	Ratified with declarations ¹²¹	Ratified	Ratified	Ratified	Ratified	Not ratified (but signed)
Convention on International Trade in Endangered Species of Wild Fauna and Flora	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified
Minamata Convention on Mercury	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified
Stockholm Convention on Persistent Organic Pollutants	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Not ratified (but signed)
Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Not ratified (but signed)
Rotterdam Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Not ratified (but signed)
Vienna Convention for the Protection of the Ozone Layer and Montreal Protocol on Substances that Deplete the Ozone Layer	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified
Ramsar Convention on Wetlands	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified
World Heritage Convention	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified
United Nations Convention on the Law of the Sea	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Not ratified and not signed
International Convention for the Prevention of Pollution from Ships	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified	Ratified

- [1] Australia maintains reservations, notably to Article 20 on “propaganda for war,” details available at https://www.aph.gov.au/Parliamentary_Business/Committees/Joint/Foreign_Affairs_Defence_and_Trade/Freedomofreligion/Interim_Report/section?id=committees%2Freportjnt%2F024110%2F25199&utm.
- [2] India ratified both the ICCPR and the CRC with several declarations (rather than formal reservations), as outlined at https://www.bayefsky.com/pdf/india_t2_ccpr.pdf.
- [3] Qatar acceded to the ICPR in 2018 with a number of reservations, as described at https://treaties.un.org/Pages/ViewDetails.aspx?chapter=4&clang=_en&mtdsg_no=IV-4&src=IND#EndDec.
- [4] The U.S. notably reserves the right to interpret “cruel, inhuman or degrading treatment or punishment” as the cruel and unusual treatment or punishment prohibited by the Fifth, Eighth, and/or Fourteenth Amendments to the Constitution of the United States. All reservations are available at https://treaties.un.org/pages/viewdetails.aspx?chapter=4&clang=_en&mtdsg_no=iv-4&src=ind#EndDec.
- [5] Similarly, Qatar acceded the ICESCR in 2018 with a number of reservations, notably to Articles 3 and 8 of the convention, as explained at https://treaties.un.org/pages/viewdetails.aspx?src=treaty&mtdsg_no=iv-3&chapter=4#EndDec.
- [6] Qatar ratified the CRC with several reservations, as outlined at https://treaties.un.org/pages/ViewDetails.aspx?src=TREATY&mtdsg_no=IV-11&chapter=4&clang=_en#EndDec.
- [7] Argentina ratified with declarations the Nagoya Protocol, as explained at https://treaties.un.org/Pages/ViewDetails.aspx?src=TREATY&mtdsg_no=XXVII-8-b&chapter=27&clang=_en#EndDec.
- [8] Similar to Australia, Brazil has also ratified the Nagoya Protocol with several declarations, as outlined at https://treaties.un.org/Pages/ViewDetails.aspx?src=TREATY&mtdsg_no=XXVII-8-b&chapter=27&clang=_en#EndDec.