Policy Perspectives on the Svalbard Treaty and the Evolving Arctic Order

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Introduction: Climate Change and Adaptive Management

Perhaps nowhere on earth is experiencing the immediacy of manmade climate change more than the Arctic. On the Norwegian archipelago of Svalbard, temperatures are rising five to seven times faster than the global average, with summer and winter averages in Longyearbyen increasing by eight degrees Celsius since 1971 (Norwegian Ministry of Justice and Public Security, 2024, Section 3.2, p. 36). As a result, the region's economic and ecological viability are threatened by two primary factors that have generated international contention: the shifting of political boundaries due to sea ice recession and the northward migration of historically significant resources. In response, the Government of Norway, through parameters of environmental protections outlined in the Svalbard Treaty (1920) and the *Svalbard Environmental Protection Act* (2001), sought to preserve the archipelago's fragile ecosystem including maintaining existing conservation areas, strengthening regulations on marine traffic, and reassessing whether existing protections adequately address the consequences of climate change, exaggerated by increased human activity (Norwegian Ministry of Justice and Public Security, 2024, Section 3.4, p. 38).

The snow crab has become an unexpected focal point of legal, economic, and geopolitical tension. The species has migrated into the Barents Sea, where warming waters and receding sea ice have created new, ice-free fishing grounds (Kourantidou & Kaiser, 2024). The arrival of the snow crab has not only altered

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marine ecosystems but also redefined questions of sovereignty, jurisdiction, and access to natural resources surrounding the archipelago. Increasingly, more nations view participation in the region as geographically, politically, and economically advantageous, despite its growing ecological uncertainty (Nanni et al., 2024; Huntington et al., 2023; Lebel & Nilsson, 2024).

For Norway, classifying snow crab as a sedentary species under Article 77 of the United Nations Convention on the Law of the Sea (UNCLOS, 1982) confirms exclusive sovereign rights over continental-shelf resources. For the European Union and other Svalbard Treaty (1920) signatories, however, the dispute raises concerns about the Treaty's equal provision clause and non-discriminatory access to Arctic resources. What may initially appear to be a simple fisheries dispute is, in fact, a case study in how climate change has transformed international legal regimes, tested the adaptability of international law and dispute mechanisms, and exposed the faults associated with the evolving Arctic order.

Among several relevant international instruments, this paper focuses on the incompatibility of two key legal frameworks: the Svalbard Treaty (1920) and UNCLOS (1982). Through a comparative doctrinal and policy analysis, this paper argues that the Norwegian Supreme Court's decisions known colloquially as *The Senator* (2019) and *North Star* (2023) have implications that extend far beyond questions of species classification and redefined the outlined intent and spirit of equality specific to the Svalbard Treaty (1920). In the former, the Court confirmed that snow crabs constitute a sedentary species under Article 77 of UNCLOS (1982), affirming Norway's exclusive rights over its continental shelf (The Senator, 2019). In the latter, the Court held that the Svalbard Treaty applies only to the archipelago's land territory and its 12-nautical-mile (NM) territorial sea, thereby consolidating Norway's sovereign jurisdiction over Svalbard's continental shelf (North Star, 2023).

As the Arctic attracts growing global attention from Treaty signatories and interested private enterprises, the region, now more than ever, requires clear policy responses and dispute mechanisms grounded in restraint, inclusivity, and cooperation. Against this backdrop, this policy analysis considers: How do interpretations of sovereignty, jurisdiction, and resource access under the Svalbard Treaty (1920) and UNCLOS (1982) inform the development of a coherent and binding legal framework for managing fisheries in the Svalbard region, given Norway's sovereignty claims and the ecological transformations caused by climate-driven species migration?

Sovereignty and the Svalbard Treaty

Disputes over fisheries underscore the growing need for collaborative governance and sustained diplomatic dialogue to address the complex security, economic, and resource dynamics shaping the Arctic. The dispute over snow crab fishing extends beyond a question of species classification under Article 77 of UNCLOS (1982); it reveals deeper legal and political tensions surrounding sovereignty, jurisdiction, and the interpretation of the Svalbard Treaty (1920).

Norway's sovereignty over the Svalbard Archipelago is not a central issue in the snow crab dispute. Instead, the debate focuses on the equal access provisions embedded in the Treaty. The Svalbard Treaty (1920) establishes that all signatories recognize the "full and absolute sovereignty of Norway over the Archipelago," defining its boundaries through specific longitudinal and latitudinal coordinates encompassing all associated islands (Art. 1). Articles 2 and 3 emphasize Norway's obligation to guarantee equal rights for all contracting parties, extending those rights to hunting, fishing, and commercial activities in and around Svalbard.

Article 2 explicitly states that "ships and nationals of all the High Contracting Parties shall enjoy equally the rights of fishing and hunting in the territories specified in Article 1 and in their territorial waters" (Svalbard Treaty, 1920, Art. 2). This provision seemingly grants all signatories the clear right to fish and hunt in and around the archipelago. It also allows Norway to implement environmental protection measures, provided such measures apply equally to all parties. Similarly, Article 3 reinforces the principle of unimpeded access to both land and territorial waters, stipulating that "no monopoly shall be established on any account or for any enterprise whatever" (Art. 3). Thus, Norway's monopoly over the snow crab presents a complex challenge. It raises questions not only about the regulation of fisheries within Svalbard's territorial waters but also about the fairness of Norway's permit system, which restricts access to Norwegian vessels. In turn, this invites a critical question: Is Norway's invocation of environmental protection a genuine conservation measure, or does it serve as a means to monopolize the snow crab industry?

The Svalbard Treaty (1920) offers limited adaptability. It establishes rigid boundaries of sovereignty and can be amended only with the unanimous consent of all signatories. Norway has maintained that the existing treaty is clear and requires no further negotiation. However, in noting some of the restrictions, Arctic coastal nations claim similar economic zones under international law, including the territorial sea, the contiguous zone, and the Exclusive Economic Zone (EEZ). Norway's claims follow this general pattern but are complicated by the unique legal status of Svalbard, leading instead to its implementation of a Fisheries Protection Zone (FPZ) to balance national jurisdiction with Treaty obligations (Østhagen & Schofield, 2021).

The Senator (2019): What about Equal Treatment Provisions?

In 2019, the Norwegian Supreme Court upheld the conviction of the Latvian vessel *The Senator* and its operators for illegally catching snow crab in Svalbard's FPZ. The Court concluded that snow crabs qualify as a sedentary species under Article 77 of UNCLOS (1982). The Court stipulated that, as a sedentary species, defined as one that remains in constant contact with the seabed, the snow crab and any other living or non-living resource attached to the continental shelf are subject to Norway's exclusive sovereign rights. The Court (2019) found no violation of the Svalbard Treaty's (1920) equal-treatment provisions, reasoning that the ban on unlicensed crab fishing applied equally to both Norwegian and foreign vessels and that, at the time, *The Senator* lacked the permit required to catch snow crabs.

The Court (2019) also rejected the argument that international law obligations shielded the defendants from prosecution, emphasizing that Norway retains the right to enforce its domestic legislation over all commercial activities conducted within its jurisdiction. This ruling reinforced Norway's expansive interpretation of its continental shelf rights, effectively extending its regulatory reach beyond territorial waters and asserting authority over economic activities carried out by foreign nationals.

The judgment set an important precedent for future disputes concerning offshore zones, resource exploitation, and the interpretation of equal access under the Svalbard Treaty, marking a significant development in Arctic maritime governance and the evolving discourse on sovereignty. "Arguably, Norway breached all these obligations towards EU snow-crab trawlers in Svalbard, by implementing a creeping nationality-oriented jurisdiction over Svalbard waters, which ultimately resulted in a creeping expropriation of the licenses of the EU trawlers" (Di Bella, 2020, para. 12). In doing so, the Court (2019) anchored its interpretation of sovereignty based on Article 77 of UNCLOS (1982).

The Vienna Convention on the Law of Treaties (1969)

The interpretation of Article 77 of UNCLOS (1982) concerning the classification of the snow crab as a sedentary species carries considerable legal and political significance. The Supreme Court of Norway (2019) made its decision in accordance with the Vienna Convention on the Law of Treaties (VCLT, 1969, Arts. 31–32), recognizing that although Norway is not a formal party to the Convention, "its principles have long been applied as customary international law" (The Senator, 2019, para. 48). The Court considered Articles 31 and 32 of the VCLT (1969), which stipulate that treaties must be interpreted in good faith and in accordance with normal and literal meaning of their terms, within the context and purpose of the treaty (Art. 31). The VCLT thus provides the legal framework for interpreting treaties based on their text, context, and intent.

The Court (2019) analyzed in good faith the ordinary meaning, context, object, and purpose of the term 'sedentary,' which were central to the dispute and were raised on appeal. It was argued that "the Snow Crab Regulations only apply on the continental shelf and not in Norway's economic zone or in the Svalbard Fisheries Protection Zone. If the snow crab is not a sedentary species, the catching of it is not covered by the Regulations' area of application" (para. 23). Thus, arguments concerning the EEZ and the FPZ were dismissed. Moreover, in *The Senator* (2019) case, the Court did not apply Articles 31 and 32 of the VCLT to interpret the Svalbard Treaty (1920) or its guarantee of equal access and non-discrimination for other signatories in economic activities, including fisheries (Arts. 1–3).

When the textual meaning or context of a treaty remains ambiguous, Article 32 of the VCLT (1969) allows recourse to the preparatory work of the treaty to clarify its intent and context. As such, within the historic framework of the Svalbard Treaty (1920), Norway's sovereignty was premised on the equal application of economic opportunities to all signatories, with no provision extending resource rights beyond its territorial waters. While Norway was entrusted with the sovereign management of the archipelago, Arctic resource management cannot rest exclusively with Norway. It must instead operate within a cooperative and multilateral framework.

The North Star (2023) Judgment and Sovereignty Affirmation

Østhagen et al. (2023) argue that examining specific regional contexts, such as Svalbard, provides a clearer understanding of northern geopolitics and the evolving dynamics of conflict and cooperation in the Arctic. The *North Star*

(2023) Supreme Court decision required the Court to interpret the Svalbard Treaty (1920) as a legal foundation for fisheries governance. Central to the case was the dispute over whether the maritime areas extending beyond 12 NM from Svalbard's coasts fall within the scope of the Svalbard Treaty (1920). The key question, therefore, is whether the Treaty's provisions also apply to the 200-NM FPZ and the continental shelf surrounding Svalbard, thus extending Norway's sovereignty.

The North Star (2023) case directly contested the Norwegian government's refusal to grant permits to harvest snow crab on the continental shelf surrounding Svalbard. In contrast to *The Senator* (2019), in which the vessel failed to obtain the required permits, *The North Star* (2023) concerned the government's denial of a permit altogether. The company argued that this refusal violated the Svalbard Treaty's (1920) principle of equal treatment among all contracting parties. The Supreme Court (2023) again upheld Norway's position, affirming that Norway's authority over Svalbard derives from Article 1 of the Svalbard Treaty (1920), which grants Norway full and absolute sovereignty over the archipelago. The Court further emphasized that the Treaty imposes only those limitations explicitly stated within it and that no additional restrictions on Norway's exercise of sovereignty can be implied.

In interpreting Article 2 of the Svalbard Treaty (1920), which guarantees equal rights to engage in hunting and fishing, the Court (2023) determined that these rights apply only to Svalbard's land territory and its 12 NM territorial sea, not to the continental shelf beyond. By invoking Article 77 of UNCLOS (1982) and interpreting the Svalbard Treaty (1920) through Articles 31 and 32 of the VCLT (1969), the Court affirmed Norway's exclusive rights over the continental shelf.

However, this reasoning effectively applied the provision retroactively to a 1920 Treaty context. The Court did not consider why Article 77 should attach specifically to Norway rather than to Norway's sovereignty over Svalbard within the Treaty framework, nor did it address whether the Svalbard Treaty's equality provisions could conceptually extend to adjacent seabed resources. This omission exposes a broader interpretive tension between the temporal scope of the Svalbard Treaty and the later development of the continental shelf regime under UNCLOS. Ultimately, the decision confirmed that the Svalbard Treaty's equal-treatment provisions apply only within the 12 NM limit and do not extend to the continental shelf, thereby affirming Norway's sovereign rights over the shelf.

The Norwegian Supreme Court's dismissal of *North Star's* (2023) claims concerning its three vessels, *The Senator*, *Solvita*, and *Saldus*, upheld Norway's enforcement of its snow crab regulations and confirmed that the applicants had not met the statutory requirements for obtaining a harvesting permit. The Court emphasized that "only Norwegian vessels, nationals, and enterprises may be permitted to catch snow crab on the Norwegian continental shelf" (para. 30). Thus, the equality provision in Article 3, concerning access, entry, and economic activity, does not apply to offshore areas beyond the territorial sea. In dismissing *North Star's* appeal, the Court reaffirmed Norway's exclusive jurisdiction over resource exploitation on the continental shelf in accordance with Article 77 of UNCLOS (1982), thereby consolidating both the state's sovereign rights and the limited territorial scope of the Svalbard Treaty (1920).

The North Star Decision and Implications

The Court's (2023) review of Svalbard's history confirmed that the signatories recognized Norway's sovereignty under Article 1 of the Svalbard Treaty (1920). While Norway was granted full sovereignty over the archipelago, it was simultaneously obligated to uphold the rights of other signatory nations to engage in specified economic and commercial activities within Svalbard and its surrounding territorial waters. These obligations constitute explicit constraints on Norway's authority, limiting the exercise of its sovereign power to the boundaries and restrictions clearly defined in the Treaty itself.

The Court determined that Article 2 of the Svalbard Treaty, which guarantees equal rights to hunt and fish, applies exclusively to Svalbard's land territory, internal waters, and its 12 NM territorial sea as understood in 1920. This interpretation reflects the historical meaning of "territorial waters" and confirms that later developments in international law have not expanded those rights to include the continental shelf. The Court also examined Article 3, which ensures party access within Svalbard's "waters, fjords, and ports" (Art. 3). It rejected the argument that this language could encompass the continental shelf or waters beyond the 12 NM limits, holding that the equality principle in Article 3 is subject to the same geographic limitations as Article 2. Consequently, both provisions were interpreted to apply only to Svalbard's internal and territorial waters, and Norway's entitlement under Article 77 of UNCLOS (1982), which grants coastal states exclusive rights to explore and exploit continental shelf resources, remains valid and unaffected by the equality provisions of the Svalbard Treaty (1920).

The North Star (2023) decision concluded that Norway's Ministry of Trade, Industry, and Fisheries acted appropriately in refusing the Latvian company's request for a snow crab fishing permit. Although the case raised significant questions about the scope and interpretation of the Svalbard Treaty, the Court upheld Norway's position and reaffirmed its exclusive jurisdiction over natural resource exploitation on the continental shelf surrounding Svalbard.

Jensen (2023) highlights that the decision reflects Norway's strong assertion of sovereignty, observing that "the Latvians caught snow crab without permission. They have already received their punishment—a hefty fine. The Svalbard Treaty does not restrict Norway's right to punish those who exploit natural resources in Norwegian maritime zones without permission where such is required" (p. 83). However, Jensen contends that when assessed for facial validity based solely on the Treaty's text, any legal framework or permit system that restricts fishing rights exclusively to Norwegian vessels constitutes a violation of the Treaty's equal access principles.

The Continental Shelf and Bilateral Investment Treaties

Di Bella (2020) contends that states may have opted to invoke Bilateral Investment Treaties (BITs) to resolve certain disputes, even when international arbitration mechanisms are available. Such treaties, therefore, obligate Norway to act diligently in fulfilling its international commitments. In considering disputes over natural resources, particularly Latvia's disagreement with Norway, it is notable that a BIT previously existed between the two nations. Under Article Ten of the 1992 BIT, "disputes between the contracting parties concerning the interpretation or application of this agreement should, as far as possible, be settled through negotiations between the contracting parties" (Agreement between the Government of Norway and the Government of Latvia, 1992, Art. 10, Sec. 1). The BIT became central to Latvia's lawsuit against Norway over alleged investment violations related to not issuing permits.

While BITs are not the focus of this paper, they remain relevant in the context of dispute resolutions and investment arbitration. As Jensen (2020) observes, "it is easier for an investor to take a case to arbitration than the state of Latvia. A case brought by Latvia would have far greater diplomatic consequences. However, an ICSID [International Centre for Settlement of Investment Disputes] panel does not have the jurisdiction to test the validity of Norwegian regulations – only to adjudge compensation for possible losses inflicted as a result of not being allowed to catch snow crab" (p. 98). North Star pursued such a claim, and in 2023, the ICSID ruled in Norway's favor (ICSID, 2023).

Following the case, Norway moved to terminate several BITs, including that with Latvia, citing progress under the plurilateral European Economic Area (EEA) framework. Some suggest the termination was a direct response to the North Star arbitration (Fisher, 2022). The decision to sunset and terminate the BIT with Latvia eliminated investor-state dispute mechanisms within these treaties (International Institute for Sustainable Development, 2023). Norway maintains that its EEA membership, "the cornerstone of relations between Norway and the EU," promotes unity and homogeneity among member states. However, the EEA strategically excludes provisions related to the Common Agricultural and Fisheries Policies (Mission of Norway to the European Union, 2022).

Dispute Mechanisms

Østhagen (2024) cautions that popular narratives often oversimplify Arctic geopolitics, reducing them to issues of melting sea ice and climate change while neglecting the complex legal, political, and historical factors that shape the region's governance. In particular, he emphasizes that divergent interpretations of the Svalbard Treaty remain central to understanding Arctic power dynamics. A more nuanced and informed perspective is therefore necessary to capture the full scope of regional tensions and their implications for international law and policy.

When diplomatic efforts fail, UNCLOS (1982) provides three principal avenues for dispute resolution. Each mechanism has established non-binding but legally sound precedent in maritime law, offering distinct procedures and implications for states seeking to resolve jurisdictional disputes. Dispute-settlement procedures detailed in Part XV and Annexes VII–VIII allow parties to choose between the International Tribunal for the Law of the Sea (ITLOS), the International Court of Justice (ICJ), or arbitration. Annex VII provides for a five-member arbitral tribunal, while Annex VIII establishes a special expert tribunal for fisheries, environmental, and scientific disputes that may issue non-binding recommendations. UNCLOS also establishes the broader framework for maritime governance, defining coastal rights, conservation obligations, and dispute-resolution mechanisms (Arts. 61-62).

The adaptability of the Svalbard Treaty (1920) and UNCLOS (1982) differs markedly. Unlike the Svalbard Treaty, which lacks procedural mechanisms for modification or dispute resolution, UNCLOS incorporates built-in flexibility. For instance, Article 83 obliges states with shared coasts to delimit their continental shelf boundaries by peaceful agreement, expressly referring to Article 38 of the Statute of the International Court of Justice (1946). This ensures that maritime boundaries remain legally dynamic, open to renegotiation as geographical or environmental circumstances evolve. By contrast, the Svalbard Treaty (1920) provides no general forum for resolving disputes about fisheries or maritime zones.

In practice, these mechanisms face growing challenges as climate change rapidly transforms the Arctic. Melting sea ice and shifting species distributions alter jurisdictional boundaries and intensify competition for marine resources. These developments complicate Norway's efforts to reconcile its UNCLOS obligations with its national conservation and resource management priorities (Nanni et al., 2024; Kourantidou & Kaiser, 2024; Norwegian Ministry of Justice and Public Security, 2024).

Pathways to Dispute Settlements

Norway's invocation of UNCLOS (1982) Article 298 serves as a mechanism to safeguard its sovereign interests from binding adjudication, outlining its disinterest in pursuing binding arbitration or judicial settlements for boundary disputes (United Nations, 1996). Norway also expressed a preference for the ICJ favouring a permanent judicial forum over an ad hoc tribunal and seeking to limit the influence of third-party actors.

International Court of Justice

Precedent from the ICJ also supports Norway's position. In *Qatar v. Bahrain* (2001), the Court gave significant weight to the text and intent of treaties and to a state's demonstrated record of effective control when determining sovereignty. By analogy, any case concerning the Svalbard Treaty (1920) would likely prioritize the Treaty's wording and Norway's long-standing governance over the archipelago, thereby reinforcing Norway's interpretation of its sovereign rights.

International Tribunal for the Law of the Sea

Similarly, precedent from ITLOS also suggests a potentially favourable outcome for Norway. For instance, in *Bangladesh v. Myanmar* (ITLOS, 2012), the Tribunal recognized a "gray area" in which one State exercises sovereign rights over the continental shelf while another retains jurisdiction over the waters above it. Although the case involved overlapping maritime claims rather than treaty-based access rights, the principle underscores that jurisdiction over the seabed and the superjacent waters may be legally distinct. This reasoning conceptually reinforces Norway's claim that its continental shelf rights, including those for snow crab, can coexist with differentiated management of the FPZ surrounding Svalbard.

Likewise, in *Mauritius v. Maldives* (ITLOS, 2023), the Tribunal affirmed its jurisdiction to proceed with maritime delimitation proceedings concerning the Chagos Archipelago, even though the territory remained under British administration. ITLOS based this finding on the 2019 ICJ advisory opinion and subsequent UN General Assembly resolution, both of which affirmed Mauritius's sovereignty over the islands. Taken together, these cases illustrate that ITLOS can assert jurisdiction and issue rulings in complex, multi-layered disputes in which prior international decisions, an approach relevant to the evolving interpretation of the Svalbard Treaty, have clarified sovereignty.

Annex VII – Arbitral Tribunals

In contrast, precedents from Annex VII arbitral tribunals demonstrate varying approaches to jurisdiction and participation. In *The Arctic Sunrise Arbitration* (Netherlands v. Russia, 2017) and *The South China Sea Arbitration* (Philippines v. China, 2016), the tribunals confirmed that ratification of UNCLOS constitutes standing consent to arbitration, allowing proceedings to continue despite a respondent's refusal to participate. However, in *The South China Sea Arbitration*, the tribunal emphasized its jurisdiction extended only to maritime entitlements and environmental obligations, not to questions of territorial sovereignty, a topic which remains unquestioned by all signatories of the Svalbard Treaty. Collectively, these rulings suggest that an arbitral tribunal could examine Norway's compliance with the Svalbard Treaty's equality provisions while refraining from determining the archipelago's sovereignty. These cases also illustrate that a tribunal could, in principle, adjudicate aspects of a Svalbard dispute even without Norway's active cooperation.

Multilateralism Engagement

The snow crab case extends beyond the classification of a sedentary species, revealing broader jurisdictional and interpretive disputes surrounding the Svalbard Treaty. These issues underscore the importance of multilateral decision-making and diplomatic engagement, both of which are central to the securitization of the Arctic. In *North Star* (2023), the Norwegian Supreme Court observed that "geologically, a continuous continental shelf extends northwards from Norway's mainland and past Svalbard. However, the State of Norway has not argued that this is decisive for the issue at hand. Should the shipping company prevail, a demarcation must be made to establish on which part of this shelf the Svalbard

Treaty applies" (para. 19). The absence of clear demarcation and ongoing ambiguity surrounding the scope of sovereign enforcement heightens the potential for continued disputes.

As climate change reshapes maritime boundaries, rigid legal frameworks alone cannot ensure stability or fairness. A coherent and sustainable path forward lies in strengthening multilateral cooperation under UNCLOS, promoting transparent scientific and Indigenous participation, and reaffirming the Svalbard Treaty's commitment to equal access and non-discrimination.

As the Arctic warms and global interest among Svalbard Treaty signatories and private enterprises grows, sustained cooperation becomes critical. Nanni et al. (2024) emphasize the value of consultation with "transnational institutions (e.g., the Arctic Council, the Arctic Five, the Inuit Circumpolar Council, and the Sámi Council)" (p. 128). These actors facilitate collaboration among governments, Indigenous peoples, and scientific organizations. Nanni et al. note, citing Mezzadra and Neilson (2013), the "changing bio-physical systems in the Arctic have triggered a process of de-bordering in the field of maritime legislation" (p. 128). Current legal frameworks, coupled with Norway's institutional stonewalling, remain reactive and ill-adapted to the rapid environmental and geopolitical transformations shaping the Arctic.

Toward Cooperative Arctic Governance

In light of these considerations, Arctic governance must prioritize collaboration over confrontation. The legal rigidity of early twentieth-century treaties stands in contrast to the fluid realities of a rapidly changing Arctic. Managing Svalbard and its surrounding waters sustainably will require integrating scientific expertise, Indigenous knowledge, and international cooperation. Disputes over the continental shelf reveal enduring tensions among sovereignty, equality, and environmental stewardship. While the Norwegian Supreme Court's rulings affirm Norway's interpretation, they also expose the limits of unilateral governance in an interconnected region. As climate change reshapes maritime boundaries, rigid legal frameworks alone cannot ensure stability or fairness. A coherent and sustainable path forward lies in strengthening multilateral cooperation under UNCLOS, promoting transparent scientific and Indigenous participation, and reaffirming the Svalbard Treaty's commitment to equal access and non-discrimination.

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