

LEGAL BRIEFING

Closing the Fossil Fuel Export Control Gap

The Case for Mandatory End-Use Certification as a Global Standard

Prepared by the Global Energy Embargo for Palestine (GEEP)

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I. Purpose

Fossil fuels — crude oil, refined petroleum products, military-grade jet fuel, coal and gas — are not neutral commercial commodities. They are materially indispensable to military operations, including operations that international courts have determined carry a plausible risk of genocide.¹ Yet current export control frameworks treat them as purely civilian goods, exempt from the licensing, limiting supply-chain transparency and end-use verification requirements that apply to weapons, technology and chemicals with equivalent military functions.

This is not a technical oversight. It is a structural gap that produces impunity on an industrial scale. GEEP calls for mandatory end-use certification for all fossil fuel exports as a global legal standard: a requirement that exporters verify and disclose how their product will be used, as a condition of export authorization. The genocide against the Palestinian people is the most documented and catastrophic consequence of this gap. But the gap itself enables militarism and colonial violence across the world. It must be closed universally.

This briefing provides an overview of these gaps through the global trading regime and provides actionable points to advance the implementation of the global standard on the application of mandatory end-use certification in fossil fuel trade.

II. The Evidentiary Foundation: Fossil Fuels as Military Inputs

Over 21 million tonnes of crude oil and refined fuels were delivered to Israel between November 2023 and October 2025, including jet fuel used for military aircraft. Twenty-five countries delivered 323 shipments. Azerbaijan and Kazakhstan supplied around 70% of crude oil; the United States was the only supplier of JP-8 military jet fuel used by Israeli military aircraft. Likewise, South Africa, Russia and Colombia were the biggest suppliers of coal to Israel.²

The military function is not incidental or ambiguous. Israeli military vehicles, including jets and tanks used in the commission of crimes under international law in Palestine, require substantial amounts of fuel to operate, and Israel has considerable dependency on fuel imports.³ Crude oil and jet fuel are instrumental to military operations: operating army tanks, armoured personnel carriers, ships and military bulldozers. Coal is key to producing the electricity that sustains the settlements in occupied Palestine and is used to power drones and AI systems that surveil and kill Palestinians in the ongoing genocide.

Corporate actors supplying these fuels are not passive intermediaries. Companies supplying them may be considered to be providing material support to the flagrant human rights violations. Given the widespread reporting on these war crimes and crimes against humanity, these companies have knowledge of the foreseeable harmful effects of their material support.⁴

III. The Legal Gap: How Fossil Fuels Escape Scrutiny

Under EU Regulation 2021/821, the primary dual-use export control framework, a product not on the dual-use list does not become a dual-use item because of military end-use. Classification is independent of recipient and actual use.⁵ Fossil fuels appear nowhere in the controlled list, treated as mass-market commodities outside the scope of strategic trade controls entirely.

The US system under the Export Administration Regulations (EAR) similarly classifies fossil fuels as EAR99, the designation for goods requiring no export license and facing no end-use scrutiny by default.⁶

However, EU Member States may introduce additional controls on non-listed items because of public security or human rights considerations. But these provisions are discretionary, reactive and applied case-by-case. So far, despite the massive evidence of the connections between fossil fuels, the military industry and human rights violations, they have never been systematically extended to fossil fuels, and they do not create the universal, pre-emptive certification standard the scale of the problem demands.

The result is a legal architecture where a state can only export fighter jet parts under strict licensing requirements while the fuel that powers those jets crosses borders with no documentation, no verification and no legal accountability.

III.B The Current Framework Governing Fossil Fuel Trade — and Why It Protects the Industry, Not People

Understanding why fossil fuels have escaped end-use scrutiny requires understanding the trade architecture that governs them. That architecture was not designed to be neutral — it was built to maximise market access, protect investor returns, and insulate energy trade from political interference. It actively works against accountability.

GATT/WTO: designed for openness, not scrutiny

The foundational framework for international fossil fuel trade is the General Agreement on Tariffs and Trade (GATT) and its successor, the World Trade Organization (WTO). Formally, fossil fuels are traded as goods subject to standard WTO rules prohibiting unjustifiable discrimination and import and export bans.⁷ In practice, however, fossil fuels have been treated as a special case from the outset. Due to the strategic importance of petroleum and the initial non-participation of most key energy exporters in the early GATT rounds, energy products have largely been exempted from multilateral trading rules and treated as a special case subject to political pressures and national security exceptions.

When WTO rules do apply, they prioritise openness: export restrictions on fossil fuels can be challenged as violations of free trade principles, making it legally risky for states to impose unilateral energy embargoes, even for human rights reasons, without invoking specific exceptions. The WTO's national security exception (GATT Article XXI) and general exceptions (Article XX) provide potential legal cover for energy embargoes imposed on human rights grounds, but these provisions are narrow, contested and have never been systematically applied to fossil fuel trade in a human rights context.

The Energy Charter Treaty: locking in fossil fuel flows

The Energy Charter Treaty (ECT) is an international agreement establishing a multilateral framework for cross-border cooperation in the energy industry, principally the fossil fuel industry, covering all aspects of commercial energy activities including trade, transit, investments and energy efficiency.⁸ The ECT's central mechanism is investor-state dispute settlement (ISDS): the fossil fuel industry has used ISDS to sue governments and obtain record-breaking damages awards costing taxpayers millions of dollars.⁹ The average amount awarded is almost five times the amount awarded in non-fossil fuel cases, and the ECT facilitates such claims more than any other investment treaty. Multinationals including Exxon Mobil, Shell, Chevron and BP have launched approximately 1,200 cases against over 100 governments using ISDS provisions of trade agreements, bilateral investment treaties or the ECT.

Applied to fossil fuel export controls for human rights purposes, the ECT's ISDS mechanism would give corporations like BP, TotalEnergies and Shell legal standing to sue governments for compensation if new certification requirements reduced their revenue or market access. It is estimated that just in the European Union, the United Kingdom and Switzerland, the ECT protects fossil investments of at least €344.6 billion.¹⁰

Several states have recognised this and withdrawn from the ECT. France, Germany, the Netherlands, Spain and more recently Colombia are some examples.¹¹ But the treaty's sunset provisions bind states to their obligations for existing investments for 20 years from the date of withdrawal, meaning its chilling effect persists long after formal exit.

Bilateral Free Trade Agreements: entrenching access

Free trade agreements commonly include chapters that guarantee investors' access to fossil fuels such as oil and gas, and establish investor-state dispute settlement mechanisms that foreign investors can use if they believe a policy change violated one of their broad investor rights.¹² The EU-Israel Association Agreement is a direct example: it provides Israel with preferential trade access to EU markets, and applying mandatory end-use certification requirements to fossil fuel exports under that Agreement would face immediate legal challenge from corporate actors invoking its trade protection provisions.

The implication: accountability requires dismantling, not just supplementing, the current framework

The current fossil fuel trade architecture does not merely fail to require end-use certification — it actively creates legal liability for states that try to impose it unilaterally. The modernised ECT adopted in December 2024 leaves open critical loopholes that could allow fossil fuel investors to challenge government policies, and has been described as “too modest, too piecemeal, and too untested” to transform the ECT into an instrument compatible with climate and human rights obligations.¹³

Withdrawal alone is insufficient without neutralising the treaty’s 20-year sunset clause. States must conclude inter-se agreements with other withdrawing parties confirming that the ECT cannot serve as a basis for arbitration proceedings and that the sunset clause does not apply — the model for which has already been developed by the International Institute for Sustainable Development.¹⁴ No mandatory end-use certification regime can be effectively implemented while corporations retain the legal power to sue governments for introducing it.

IV. How End-Use Certification Works — and What It Would Mean for Fossil Fuels

End-Use Certificates (EUCs) are the standard instrument through which export control systems verify what controlled goods will actually be used for and by whom.¹⁵

Who provides the certificate?

The end-user (importer) is the primary source of the certificate. An EUC is a document issued by or on behalf of the end-user that identifies, at a minimum, the material to be transferred, the destination country and the end-user, and may contain assurances regarding the use and potential re-transfer of the goods.¹⁶ Where the end-user is a state entity, the certificate must be government-issued.

The exporting company is legally responsible for obtaining, verifying and retaining end-use documentation before proceeding with export. Exporters must keep detailed records for five years, including commercial documents such as invoices and transport material.¹⁷ An exporter cannot escape this responsibility by routing sales through intermediary traders. Where publicly available information makes a declared end-use implausible, as in the case of crude oil sold to opaque third-country traders for onward shipment to a documented conflict zone, the exporter remains legally exposed regardless of the contractual chain.

The exporting state’s competent authority reviews the EUC as part of the license authorization process, ensuring the export aligns with its national security interests and international obligations.¹⁸

The importing state may additionally be required to issue an import certificate, particularly where the importing entity is government-affiliated, confirming goods will remain within declared end-use and will not be re-transferred without authorization.

Responsibility is not located in any single actor. It runs through the entire supply chain: the end-user who declares, the exporter who verifies, the exporting state that authorizes, the importing state that confirms. Each link carries legal exposure if the declaration proves false or verification was inadequate. This distributed accountability is precisely what is missing from current fossil fuel trade.

What this would mean applied to fossil fuels

- **End-users** to declare the specific intended use of imported crude oil, refined fuel, coal or gas, including whether any portion is contracted for military use or will enter a national grid supplying military infrastructure. Given the fungibility of crude oil, this declaration towards military use is vital. Certificates must include the final destination country and corporation and a commitment not to re-export these commodities where military end-use is confirmed or credibly suspected in contexts of documented atrocity.
- **Exporting companies** to obtain and retain that declaration, conduct due diligence on its plausibility in light of violations of domestic and international law, and refuse export where military end-use is confirmed or credibly suspected.
- **Exporting states** to review certification as part of a mandatory authorization process, applying the same human rights and international security criteria already embedded in existing dual-use frameworks.
- **Importing states** to confirm declared end-use and accept legal responsibility for re-transfer controls, preventing laundering through intermediaries, refineries or transit ports.

The maritime gap: where EUC logic breaks down for energy transfers

Most fossil fuel exports move by sea. Bulk liquid and solid cargo vessels operating internationally are required to abide by a substantial documentary regime under MARPOL, SOLAS and UNCLOS conventions.¹⁹ Port State Control authorities inspect foreign ships docking in their harbour to verify compliance with international codes. Similar controls also exist under charter agreements and associated Protection and Indemnity (P&I) covers.

But none of these certificates address what the end use of the bulk cargo is for. A tanker carrying crude oil destined for military refineries is required to document the vessel's structural compliance, its pollution prevention systems, and its crew certifications. It is not required to document or declare the end-use of its cargo or even its actual destination in some occasions. This is the specific gap that EUC requirements for fossil fuel maritime transfers would close.

The flag state is the jurisdiction under whose laws a vessel is registered, and has the authority and responsibility to enforce regulations over vessels registered under its flag.²⁰ Major crude oil tankers frequently register under flags of convenience — Panama, Liberia, Marshall Islands, Malta — precisely to reduce operating costs or avoid the stricter regulations of the owner's home state. This means the flag state bearing regulatory authority over a tanker may have no political relationship with either the exporting or importing country, and no independent interest in enforcing end-use requirements.

The Antigua and Barbuda flag state has already demonstrated that this jurisdiction can be exercised: in May 2025, the Antigua and Barbuda Department of Marine Services and Merchant Shipping (ADOMS) issued Information Notice 2025-001, explicitly prohibiting vessels registered under its flag from carrying arms, ammunition or military equipment destined for conflict zones, and stating that vessels in breach are liable to be detained and de-registered.²¹ This precedent confirms that flag states have both the legal authority and practical capacity to impose cargo end-use conditions — the question is political will, not legal competence.

Applied to maritime fossil fuel transfers, a mandatory EUC regime would need to operate at three levels simultaneously:

- **Pre-departure, at the exporting port:** The loading company and exporting state's competent authority must verify and authorize the end-use declaration before the vessel is cleared to depart. No departure authorization will be issued without a completed, verified EUC.
- **In transit, via flag state obligation:** The flag state would bear responsibility for ensuring the vessel carries and complies with its cargo end-use declaration throughout the voyage. Existing commercial frameworks already anticipate this logic: the BIMCO Sanctions Clause for Time Charter Parties (2020) requires charterers to warrant that voyages will not breach applicable sanctions,²² and the UK P&I Club Rules (2025, Rule 5) exclude insurance cover where a vessel is employed in a trade that exposes it to sanctions liability.²³ Mandatory EUC requirements for fossil fuels would operate within and reinforce these existing contractual and insurance mechanisms.
- **On arrival, at the receiving port:** Port state authorities would verify that the declared end-use matches the actual receiving infrastructure. A tanker declaring civilian use but unloading fuel for military end-use would trigger immediate investigation and potential detention.

In addition, the mandate to issue EUCs for fossil fuel commodities would require changes to chartering clauses and P&I Club Insurance cover agreements, including: EUC as a condition precedent, export controls and sanctions compliance, destination integrity, indemnity, right to refuse, inspection and verification, and war operations clauses.

V. Case Study: The Baku–Tbilisi–Ceyhan Pipeline Corridor

★ CASE STUDY: The Baku–Tbilisi–Ceyhan Pipeline Corridor

This case study traces the full supply chain of Azeri crude oil from extraction to military end-use in Israel, documenting at each stage how the absence of mandatory end-use certification enables evasion — including evasion of a state's own declared embargo. The investigative research cited here was conducted by Energy Embargo for Palestine (EEFP) through its Stop Fuelling Genocide campaign.

The infrastructure

The BTC pipeline runs 1,768 km from the Sangachal Terminal near Baku, Azerbaijan, crosses Georgia and terminates at the Ceyhan Marine Terminal on the Turkish Mediterranean coast. It is majority-operated by BP, with shareholders including Chevron, Equinor, ENI, TotalEnergies and ConocoPhillips.²⁴ Israel receives approximately 40 percent of its crude oil through this route.²⁵ That crude oil is refined in Israel into jet fuel used by F-35 fighter jets and drones.²⁶

The actors at each stage and their current legal exposure

Stage	Actor	Current obligation	Gap
Extraction	SOCAR (Azerbaijan)	None re: end-use	No requirement to verify buyer's military intent
Pipeline operation	BP + shareholders	None re: cargo destination	Sells to intermediary traders; no end-use obligation
Loading at Ceyhan	Intermediary trading companies	Declare cargo type only	No requirement to declare final destination or end-user
Transit	Tanker (flag: Malta/Greece/Marshall Islands)	Safety and pollution certificates	No cargo end-use documentation; AIS disabled without consequences
Receiving	EAPC terminal, Ashkelon	None	No verification that declared civilian use matches military reality
Refining	Bazan Group / Paz Oil	None re: military supply	Openly supplies Israeli military machinery

The embargo that wasn't

In May 2024, Turkey announced a trade embargo on Israel. The supply chain found its way around it within weeks — because without mandatory end-use certification, there were no legal tools to enforce it. A Turkish official told Middle East Eye that BP sells oil to intermediary companies which Ankara cannot control, and tankers pick up the oil “without declaring their final destination.”²⁷

The evasion, documented

A recent investigation revealed that between May 2024 and December 2025, at least 57 crude oil shipments totalling 47 million barrels of oil were supplied to Israel by circumventing Turkey's trade embargo. Greek-owned shipping companies manipulated AIS data and operated ‘in the dark’ by switching off their AIS to secretly supply Azeri crude through the BTC pipeline to refineries in Israel. Vessels would typically leave Ceyhan, Turkey with a full load of crude oil declared for Egyptian ports. Shortly after departing, the vessels would turn off their AIS, going dark for 3–5 days, before reappearing in the Eastern Mediterranean having offloaded cargo in Israel, confirmed through satellite imagery.²⁸

Prior to this, researchers from Energy Embargo for Palestine's Stop Fuelling Genocide campaign similarly used commercial shipping data and satellite imagery to document the evasion. The tanker *Kimolos* was tracked making ten journeys between Ceyhan and the EAPC Terminal in Ashkelon across 2024, eight of them after Turkey's embargo was announced. AIS was disabled in the Eastern Mediterranean on each occasion; satellite imagery placed the vessel at the EAPC terminal in Ashkelon. A second tanker, the *Seavigour*, followed the same pattern.²⁹

Azerbaijan's oil exports to Israel increased four-fold in 2024, from 523,554 tonnes in January to 2,372,248 tonnes in September.²⁹ Simultaneously, Azerbaijan removed oil sales to Israel from its customs records, with Israeli sources indicating the transactions were being rerouted through traders registered in third countries.

What mandatory EUC requirements would have changed at each stage

- BP and SOCAR could not have discharged their obligation by selling to opaque intermediaries. The obligation to verify end-use would have attached to the point of loading, not the point of sale.
- Intermediary trading companies would have been required to declare the final destination and end-user as a condition of vessel charter and loading authorization. Relevant clauses in the chartering agreement and changes to the P&I cover to shipowners would be triggered.
- The vessels declaring Egypt as destination while loading at a terminal that almost exclusively exports crude oil to the Eastern Mediterranean would have constituted a facially implausible declaration, triggering a mandatory hold pending verification.
- AIS disabling in the Eastern Mediterranean would have triggered automatic flag state liability and port state refusal of entry on return to Ceyhan. This also triggers breaches of chartering and insurance agreements.
- Azerbaijan's rerouting through third-country traders would have violated mandatory retransfer controls requiring authorization before any change of end-user.
- Turkey's claim that it cannot control what leaves the Haydar Aliyev Terminal would have been legally untenable — as transit state, it would bear positive legal responsibility for retransfer authorization.

An Energy Embargo for Palestine investigative report argued that Turkey could already be in breach of its duty to prevent genocide — precisely because it has the capacity to act and has chosen not to.³⁰ Mandatory certification would transform that moral and political argument into a binding legal one.

VI. Which Legal Frameworks Apply — and Which Need to Change

The Arms Trade Treaty: normative model, insufficient scope

The ATT, adopted in 2013, establishes the clearest existing international standard for end-use accountability in strategic trade.³¹ It covers conventional arms, ammunition, parts and components, and prohibits any transfer that could be used to commit acts of genocide, crimes against humanity or war crimes. It requires states to deny authorization where there is an overriding risk that transfers may be used to violate international humanitarian law, and mandates diversion prevention measures.

The ATT's scope does not include dual-use items with conventional arms applications.³² Fuel is not a weapon, not ammunition, and not a component specially designed for a weapons system. It falls outside the treaty as written. The ATT is relevant as the normative foundation and institutional model for what a fossil fuel end-use certification regime should look like. It is not, without amendment, the delivery vehicle.

The Wassenaar Arrangement: the primary vehicle

The Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technologies uniquely covers both conventional arms and dual-use goods in a single integrated regime.³³ Its dual-use list is the basis for both EU Regulation 2021/821 and the US Commerce Control List. Adding fossil fuel products with documented military end-use to the Wassenaar dual-use list would trigger mandatory export licensing requirements across all 42 member states simultaneously.

EU Regulation 2021/821: the regional lever

At EU level, amendment of Regulation 2021/821 to add fossil fuels to Annex I, or to make human rights catch-all provisions mandatory rather than discretionary for all fuel exports to conflict-affected zones, would create binding certification requirements across all member states.³⁴ The regulation was updated as recently as September 2025 to add emerging technology controls — the amendment mechanism exists and has been used.

The ATT Article 7 argument: an immediate tool

Even without amendment, the ATT offers an immediate advocacy lever. Prior to authorization of any arms export, states parties must assess whether the transfer could be used to undermine international humanitarian law, and must take measures to prevent diversion to unauthorized end-users. A strong argument exists that JP-8 military jet fuel falls within ATT scope where it is procured and contracted as part of an integrated US government military supply framework — as is the case with shipments from Valero Energy via the Overseas Santorini and Overseas Sun Coast, contracted by the US State Department specifically for delivery to the Israeli military.³⁵ A group of international legal experts has argued that states allowing transit of these shipments through their territorial waters or ports are in breach of their own obligations under international law, including the ICJ Advisory Opinion of July 2024.³⁶ This argument warrants further legal development and formal testing before treaty bodies.

VII. Applicable Legal Obligations

A. Genocide Convention and ICJ Provisional Measures (January 2024)

The Genocide Convention requires states to “employ all means reasonably available to them” to prevent genocide.³⁷ An embargo on the sale or transfer of jet fuel, coal and crude oil to Israel may be considered relevant to fulfilling this obligation.³⁸ Some countries continued to ship fossil fuels to Israel even after the ICJ ruled in January 2024 that Israel’s actions carry a plausible risk of genocide, putting these states at risk of becoming complicit under the Genocide Convention.³⁹ UN Special Rapporteur Francesca Albanese has stated: “After the 26 January ICJ ruling, states cannot claim they did not know what they were risking to partake in. Under international law, states have obligations to prevent genocide and respect and ensure respect for the Geneva Conventions.”

B. ICJ Advisory Opinion on the Illegality of Israel’s Occupation (July 2024)

The ICJ’s Advisory Opinion of 19 July 2024 declares Israel’s continued presence in the Occupied Palestinian Territory illegal under peremptory norms of international law (*jus cogens*), and imposes binding obligations on all third states as a consequence.⁴⁰

The Court found that Israel’s assertion of sovereignty over and annexation of parts of the Occupied Palestinian Territory constitutes a violation of the prohibition of acquisition of

territory by force, that Israel is not entitled to sovereignty over or to exercise sovereign powers in any part of the Occupied Palestinian Territory, and that Israel's presence is unlawful.

The consequences for third states are unambiguous and threefold: all states are under an obligation not to recognize as legal the situation arising from the unlawful presence of Israel in the Occupied Palestinian Territory; not to render aid or assistance in maintaining that situation; and to ensure that any impediment resulting from Israel's illegal presence to the Palestinian people's right to self-determination is brought to an end.

The OHCHR has been explicit about what this means for trade: third states are required to abstain from entering into economic or trade dealings with Israel concerning the Occupied Palestinian Territory which may entrench its unlawful presence, and to take steps to prevent trade or investment relations that assist in the maintenance of the illegal situation.⁴¹

This obligation applies directly to fossil fuel exports in two interconnected ways. First, fossil fuels power the military apparatus that enforces and extends the illegal occupation — the jets that conduct strikes, the bulldozers that demolish homes, the vehicles that patrol illegal settlements. Second, Israel's electricity grid does not differentiate between civilian infrastructure within its 1948 borders and illegal settlements, meaning coal exports and gas investment that feed the Israeli grid directly sustain the infrastructure of illegal settlement.

The UN General Assembly endorsed the ICJ's findings on 18 September 2024 through Resolution A/RES/ES-10/24, reaffirming the binding nature of these obligations.⁴² The 12-month deadline the GA set for Israel to end its unlawful presence expired in September 2025. Israel has not complied.

C. Corporate Responsibility: UN Guiding Principles on Business and Human Rights

The corporate responsibility to respect human rights requires companies to act even if states do not.⁴³ Companies involved in the trade supply chain of fuels — including jet fuel, crude oil, refined oils and coal — should urgently conduct enhanced due diligence assessments examining the risk that they are contributing to violations of international law. Where they cannot identify measures to prevent their involvement, they should divest.

D. ICJ Advisory Opinion on Climate Change (July 2025)

The ICJ's 2025 Advisory Opinion affirmed that failure of a state to take appropriate action — including through fossil fuel production, consumption, the granting of exploration licences or the provision of subsidies — may constitute an internationally wrongful act attributable to that state.⁴⁴ This establishes the critical precedent that state sponsorship of fossil fuel flows can itself be internationally wrongful — a principle extending directly to flows sustaining documented military atrocities.

VIII. The Global Demand: Why Israel Is the Proof of Concept, Not the Limit

The certification gap exposed by fossil fuel flows to Israel is not exceptional — it is the norm of how global energy trade operates. The same absence of end-use scrutiny applies to coal exports powering military infrastructure across conflict zones, LNG contracts with states conducting siege warfare, and crude oil corridors transiting multiple jurisdictions with no retransfer controls.

Closing the gap only for exports to Israel — while a necessary immediate measure — leaves the underlying architecture of impunity intact. The demand for mandatory end-use certification must be global: a new standard applicable to all fossil fuel export transactions, in all jurisdictions, regardless of destination.

IX. Demands

1. **Amendment of the Wassenaar Arrangement, EU Regulation 2021/821 and other relevant mechanisms** to add fossil fuels to the dual-use control list, triggering mandatory export licensing and end-use certification requirements across all 42 member states.
2. **ATT scope expansion** to explicitly cover fossil fuels exported as part of integrated military supply contracts, and to apply Article 7 risk assessment to co-transferred fuel.
3. **Mandatory maritime end-use documentation** as an IMO requirement: all liquid and soil fuel and coal bulk cargo vessels must carry cargo end-use declarations as part of their mandatory ship's documents, verifiable by port state control officers on arrival. Flag states must bear responsibility for ensuring compliance throughout transit. These inclusions must be accompanied by shifts in chartering agreements and resulting changes in P&I Insurance cover.
4. **Immediate full energy embargo on Israel** as the legally required application of existing obligations under the Genocide Convention and the July 2024 ICJ Advisory Opinion on illegal occupation. Pending universal reform, states must act now using available tools including ATT Article 7, existing catch-all provisions, and bilateral trade instruments.
5. **Coordinated withdrawal from the ECT and elimination of fossil fuel ISDS protections:** All remaining ECT parties must withdraw from the treaty without delay. Withdrawing states must conclude inter-se agreements to neutralise the 20-year sunset clause. All states must review and terminate bilateral investment treaty and FTA provisions granting corporations ISDS rights over fossil fuel export regulations. Withdrawal is the only option compatible with states' human rights and genocide prevention obligations.

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