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Third-Party Diplomacy and Maritime Sovereignty: The Legal and Political Implications of the French Notification to Türkiye

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This research note extends the qualitative, document-based analysis of the July 2024 Kasos maritime incident by examining subsequent diplomatic developments in the Eastern Mediterranean through late 2026. Specifically, it analyzes the reported issuance of a note verbale by the French government to Türkiye regarding seabed bathymetric surveys conducted by French-flagged vessels for the Great Sea Interconnector (GSI). This note applies core principles of public international law and international jurisprudence to evaluate whether third-party diplomatic communications can establish or alter sovereign rights in contested maritime zones. It demonstrates that under public international law, unilateral third-party communications remain legally incapable of compromising a coastal state's jurisdiction, reinforcing that even an explicit request for permission by an external actor cannot generate legal obligations or imply any concession of sovereignty.

Keywords: *Note Verbale; Public International Law; UNCLOS; Sovereign Rights; Great Sea Interconnector; Res Inter Alios Acta; Eastern Mediterranean.*

Introduction and Operational Evolution (2024–2026)

In the months following the July 2024 maritime standoff between Greece and Türkiye near Kasos and Karpathos, the technical implementation of the Great Sea Interconnector (GSI) continued to serve as a catalyst for diplomatic friction. While the original case study demonstrated how the successful completion of surveys by the Italian-flagged *Ievoli Relume* was weaponized by both Athens and Ankara to project competing definitions of deterrence and jurisdiction, subsequent operations through late 2026 introduced new state actors into the geopolitical matrix.

Most notably, the deployment of the French-flagged survey vessel *Abeille Marengo* to conduct further seabed bathymetric mapping in the area between Crete and Cyprus triggered a renewed round of diplomatic maneuvers. Within this context, the French government transmitted a note verbale to the Turkish Ministry of Foreign Affairs. Turkish official sources and state-aligned media immediately retrofitted this communication into their pre-existing narrative, framing the French notification as a de facto recognition of Türkiye's asserted continental shelf boundaries under the 2019 Türkiye–Libya memorandum.

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Conversely, the Greek government maintained that the project's legal integrity relies entirely on the official authorizations already issued by Greece and Cyprus, viewing the French communication strictly as a routine, non-binding operational notice designed to ensure maritime safety. This episode further illustrates the broader analytical necessity, already noted in the literature on sovereignty conflicts (see e.g. Núñez 2020), of carefully distinguishing documented operational outcomes and third-party diplomatic communications from the underlying questions of title and jurisdiction.

The Theoretical Scope of a Note Verbale in International Jurisprudence

To properly adjudicate these competing claims, it is necessary to examine the precise legal weight of a note verbale under the United Nations Convention on the Law of the Sea (UNCLOS) and customary international law, as well as the customary law of treaties. Historically utilized as a written *aide-mémoire* to summarize oral conversations, the modern note verbale has evolved into an unsigned, third-person formal communication. While it serves as the primary "workhorse" of daily diplomatic interaction and crisis management, international law strictly cabins its capacity to generate binding legal precedents regarding territorial sovereignty or maritime jurisdiction.

According to well-established jurisprudence of the International Court of Justice (ICJ), unilateral diplomatic notes or notifications do not possess an inherent law-making character. For a diplomatic communication to alter maritime rights or boundaries, the public record must demonstrate a clear intention to be bound by the affected parties, or a prolonged, uncontested acquiescence by neighbouring states. In the Aegean Sea Continental Shelf Case (Greece v. Turkey, 1978), the ICJ treated the diplomatic notes exchanged between the parties primarily as instruments for the reservation of rights and formal protest. The Court reaffirmed that sovereign rights over the continental shelf exist *ipso facto* (by the fact of geography) and *ab initio* (from the beginning); they cannot be conjured into existence or erased by routine administrative correspondence.

Application of International Jurisprudence to the French Note Verbale

The reported issuance of the note verbale by the French Government to the Turkish authorities in November 2026—concerning the seabed bathymetric surveys conducted by the vessel *Abeille Marengo*—serves as an instructive empirical testing ground for the theoretical and legal principles governing maritime jurisdiction. Ankara's immediate rhetorical maneuvers to frame this diplomatic note as a de facto recognition or validation of its claimed continental shelf boundaries (under the contested 2019 Türkiye–Libya memorandum) underscores a broader strategy of operational exploitation. However, evaluating this specific diplomatic exchange through the strict prism of public international

law and established treaty frameworks reveals that the Turkish interpretation lacks a sound legal foundation.

The legal invocation of a third party's diplomatic conduct to compromise the maritime rights of a coastal state is fundamentally constrained by four core pillars of international jurisprudence:

I. The Operational Inadequacy of Administrative Notifications

Under the framework of UNCLOS and customary international law, a note verbale transmitted by a third state or its corporate sub-contractors for maritime safety or navigation purposes cannot substitute for a formal recognition of sovereign rights. As established in the *North Sea Continental Shelf* cases and reflected in Article 77(3) of UNCLOS, the ICJ confirmed that sovereign rights over the continental shelf exist *ipso facto* and *ab initio*. They do not depend on occupation, effective control or express proclamation. These rights are inherent and exclusive within the scope established by international law, and cannot be created, transferred or extinguished through routine administrative correspondence.

Although Türkiye is not a party to UNCLOS, the *ipso facto* and *ab initio* character of these rights is widely regarded as reflecting customary international law. Consequently, France's communication to Ankara functions merely as a pragmatic mechanism for tactical de-escalation—aimed at protecting its physical maritime assets from hostile interference—and lacks any inherent law-making character.

II. The Doctrine of *Res Inter Alios Acta* and the Legal Limits of Third-Party Diplomatic Communications

A fundamental principle of international law is that agreements or arrangements between two states cannot, by themselves, create obligations for a third state without its consent. This principle is reflected in Article 34 of the United Nations (1969, art. 34) Vienna Convention on the Law of Treaties, which establishes that a treaty does not create either obligations or rights for a third state without its consent. It is also consistent with the broader doctrine of *res inter alios acta aliis nec nocet nec prodest* (an act between others neither harms nor benefits third parties).

Applied to the present case, this principle places clear legal limits on the interpretation of diplomatic communications exchanged between France and Türkiye concerning the seabed surveys associated with the Great Sea Interconnector (GSI). Even if the French communication were to include a request for operational authorization, an acknowledgment of Türkiye's objections, or an attempt to avoid interference with the survey vessel, none of these circumstances would, in themselves, establish, modify or extinguish Greece's maritime rights. France and Türkiye cannot, through their bilateral diplomatic interactions, determine the maritime entitlements of a third state or impose legal consequences upon Greece without its consent.

Nevertheless, it is important to distinguish between the absence of constitutive legal effect and the possible evidentiary or political significance of diplomatic conduct. A communication between two states may be invoked by

one of them as evidence of the other's position, or may be used to support a particular political narrative concerning disputed maritime areas. However, the fact that a third state communicates with a state asserting competing maritime claims does not automatically amount to recognition of those claims, acceptance of its jurisdiction, or acknowledgment of the validity of its asserted maritime boundaries. Such conclusions would require an examination of the actual wording, context and circumstances of the communication, including whether the state concerned demonstrated a clear intention to recognize a particular legal position.

Consequently, even under the most expansive interpretation of the French–Turkish diplomatic exchange, its legal consequences for Greece must be assessed separately from its possible political implications. A notification, consultation or request intended to facilitate the safe conduct of maritime operations cannot, merely by its existence, constitute a transfer or concession of maritime rights belonging to another state. Nor can it independently establish a legally binding delimitation between states that have not agreed to such a delimitation. The distinction is therefore fundamental: diplomatic communications may have political and evidentiary significance, but they do not automatically produce constitutive effects upon the maritime rights of third states.

III. The Legal Regime of Submarine Cables and the Question of Third-Party Consent

The legal framework governing the Great Sea Interconnector (GSI) must also be examined in light of the specific provisions of the United Nations Convention on the Law of the Sea (UNCLOS) concerning submarine cables. The relevant provisions are particularly important because the project involves the installation of an electricity interconnector across the seabed between Greece and Cyprus. Unlike submarine pipelines, submarine cables are subject to a specific legal regime that provides for the rights of states to lay and maintain them in maritime areas beyond the territorial sea.

Article 79(1) of UNCLOS establishes that all states are entitled to lay submarine cables on the continental shelf, subject to the provisions of the Convention. Article 79(2) further provides that the coastal state may not impede the laying or maintenance of such cables, while retaining the right to take reasonable measures concerning the exploration of the continental shelf, the exploitation of its natural resources and, in the case of pipelines, the prevention, reduction and control of pollution. Significantly, Article 79(3) expressly subjects the delineation of the course of submarine pipelines to the consent of the coastal state, but does not establish an equivalent express consent requirement for submarine cables. This distinction is legally important and reflects the particular treatment of cables under the international law of the sea (United Nations, 1982, Article 79).

The legal position is further reinforced by Article 58(1) of UNCLOS, which recognizes the freedom of all states to lay submarine cables in the exclusive economic zone, subject to the relevant provisions of the Convention. Article 87(1)(c) similarly recognizes the freedom to lay submarine cables on the high seas. These provisions establish that the installation and maintenance of

submarine cables are not activities that generally require the prior authorization of every coastal state whose exclusive economic zone or continental shelf they cross. Nevertheless, such freedoms must be exercised with due regard to the rights and duties of other states, as required by Article 58(3), and consistently with the specific limitations established by UNCLOS (United Nations, 1982, Articles 58 and 87).

A further distinction must, however, be made between the laying of a submarine cable and the preliminary seabed surveys undertaken to determine its route. Although Article 79 establishes the general right to lay submarine cables, it does not automatically resolve the legal status of every activity associated with their preparation. Depending on their nature, purpose and methods, seabed surveys may raise separate questions under the provisions governing marine scientific research. In particular, Articles 245 and 246 of UNCLOS provide that marine scientific research in the territorial sea requires the express consent of the coastal state, while research conducted in the exclusive economic zone or on the continental shelf is subject to the coastal state's jurisdiction and consent regime. Consequently, the legal classification of a particular survey activity is essential. A technical or hydrographic survey undertaken exclusively to establish a cable route should not automatically be equated with marine scientific research without examining its actual objectives, methods and circumstances (United Nations, 1982, Articles 245–246).

This distinction is especially relevant to the GSI project. The authorization of seabed surveys, the determination of the cable's route, and the eventual laying and maintenance of the cable constitute related but legally distinguishable activities. The fact that a survey vessel may need to comply with operational, safety or licensing requirements does not necessarily establish that the state issuing or receiving a notification possesses sovereign rights over the maritime area concerned. Equally, the requirement to obtain authorization for a particular activity, where applicable under international law, should not automatically be interpreted as recognition of the maritime claims of a state asserting overlapping jurisdiction.

The question of third-party consent must therefore be approached with particular care. Where a submarine cable crosses the exclusive economic zone or continental shelf of a coastal state, the legal framework established by UNCLOS does not generally require the consent of a competing third state merely because that state asserts overlapping maritime claims. Nor does a diplomatic notification, consultation or request for operational coordination automatically establish that the receiving state possesses jurisdiction over the relevant maritime area. Such communications must be assessed in light of the applicable maritime regime, the precise geographical location of the activities and the legal character of the conduct involved.

Where maritime entitlements overlap and delimitation has not been agreed, Articles 74(3) and 83(3) of UNCLOS become particularly relevant. These provisions require the states concerned, pending agreement on delimitation, to make every effort to enter into provisional arrangements of a practical nature and not to jeopardize or hamper the reaching of a final agreement. Any such

arrangements are expressly without prejudice to the final delimitation. This framework is important because it recognizes the practical necessity of cooperation between states without requiring either party to abandon its legal position concerning maritime entitlements.

Finally, the application of these provisions must take account of the treaty status of the states concerned. Greece and Cyprus are parties to UNCLOS, whereas Türkiye is not. Accordingly, the Convention's provisions apply to Greece and Cyprus as treaty obligations, while their applicability to Türkiye must be assessed separately under customary international law, insofar as the relevant provisions reflect customary rules. This distinction does not eliminate the relevance of the international law of submarine cables to the dispute, but it requires care in identifying the precise legal basis of any obligation attributed to Türkiye.

Taken together, these provisions demonstrate that the legal regime of submarine cables does not support the automatic conversion of operational notifications or diplomatic consultations into recognition of competing maritime claims. The distinction between cable installation, preliminary surveys, marine scientific research and the coordination of maritime operations is fundamental. Consequently, even if France or a private contractor involved in the GSI project communicated with Turkish authorities to facilitate operations or reduce the risk of interference, that conduct would not, by itself, establish Turkish jurisdiction over the relevant maritime area or compromise the maritime entitlements asserted by Greece. The legal consequences of such communication must be distinguished from its possible diplomatic and political significance.

IV. The Absence of Greek Acquiescence and the Preservation of Legal Position

An important consideration in assessing the legal implications of third-party diplomatic communications is whether the conduct of the state whose maritime rights may be affected can be interpreted as acquiescence. Under international law, acquiescence may arise where a state's conduct, including its silence in circumstances requiring a response, reasonably indicates acceptance of another state's claim. However, such acceptance cannot be presumed merely from the diplomatic or operational activities of third states. It must be assessed in light of the specific circumstances, the nature of the claim, the knowledge of the state concerned, and its subsequent conduct. The International Court of Justice has addressed the significance of acquiescence and state conduct in territorial disputes, notably in the *Temple of Preah Vihear* case (International Court of Justice, 1962).

In the present case, the Greek government's consistent rejection of Türkiye's asserted maritime claims is particularly relevant. Greece maintains its legal position concerning maritime jurisdiction in the Eastern Mediterranean, relying, among other instruments, on the 2020 Greece–Egypt Agreement on the delimitation of the exclusive economic zone and the applicable principles of international law. Greece and Egypt, among many other countries such as EU and USA, have also consistently rejected the legal validity and implications of the 2019 Türkiye–Libya Memorandum insofar as these affect Greek maritime entitlements. Consequently, diplomatic communications between France and

Türkiye concerning the Great Sea Interconnector cannot, in themselves, be interpreted as evidence of Greek acceptance of the Turkish position. Greece was not a party to that diplomatic exchange, and its own legal position must be assessed independently of the conduct of other states.

Furthermore, the distinction between the conduct of a third state and the conduct of the state whose rights are allegedly affected is fundamental. Even if France's communication were interpreted as acknowledging Turkish objections or as seeking to facilitate the safe conduct of maritime operations, such conduct could not automatically be attributed to Greece or construed as evidence of Greek acquiescence. Nor could it independently establish recognition of Turkish maritime boundaries. The legal significance of any such communication must therefore be evaluated separately from Greece's continued diplomatic position and its own conduct.

Accordingly, the absence of Greek acquiescence is an important element in assessing the legal consequences of the French–Turkish diplomatic exchange. As long as Greece maintains and communicates its objections to the relevant Turkish maritime claims, the conduct of external actors cannot, by itself, be treated as a Greek concession or as an acceptance of competing jurisdictional assertions. The central point is not that third-party diplomatic communications are necessarily devoid of evidentiary or political significance, but that they cannot substitute for the consent, recognition or conduct of the state whose maritime rights are concerned.

Conclusion

The ongoing friction surrounding the Great Sea Interconnector underscores the analytical imperative established in the study of Papanikos (2026): the vital necessity of separating documented operational outcomes from the competing rhetorical frameworks used to interpret them. The deployment of notes verbales or operational notifications by third-party states through late 2026 does not alter the underlying legal geometry of the Eastern Mediterranean dispute. Under customary international law, UNCLOS principles, and ICJ jurisprudence, maritime sovereignty cannot be outsourced to, or compromised by, the pragmatic safety communications or permission requests of external actors. As long as the affected coastal state maintains a consistent, documented legal protest, the public record supports the conclusion that third-party diplomacy serves merely as a temporary buffer against physical conflict, leaving the core sovereign rights of the Hellenic Republic legally intact and uncompromised.

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