## NANAENITO

	<u>COMMENTS</u>				
Document reviewed					
Title of the draft	Draft standard and guidelines on the form and calculation of an				
being reviewed:	Environmental Performance Guarantee				
	developed by the Legal and Technical Commission				
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	General Comments				
<ul> <li>3. The Commission considered that a balanced approach should be taken between environmental concerns and the need to ensure the development of activities in the Area. Such balance includes: 1) ensuring that the form and amount of the environmental performance guarantee do not unnecessarily hinder the ability of contractors to participate in activities in the Area; and 2) ensuring that the Authority has the full amounts required to cover the costs of the events identified in the scope of Draft regulation 26.</li> <li>Although the paragraph 3 is only part of the cover page (and is as such no subject to comments), it is important to highlight that the implementation of article 145 UNCLOS 'Protection of the marine environment' does not depend on the hinderance it causes to contractors to participate in activities in the Area. Any necessary environmental measure that hinders contractors shall indeed be taken, even if it makes for some contractors the difference between participation and no participation. Therefore, we suggest to add 'unnecessarily' to the the text above. Or at least to approach this issue along these lines, in accordance with UNCLOS.</li> </ul>					

Specific Comments		
Page	Line	Comment
3	48	What does 'on a third-party basis' mean? This should be explained a bit

		more in the text.
3	55	Since this guarantee also covers post-closure monitoring and management
		of residual environmental effects, we think this guarantee will always need
		to go beyond the terms of the exploitation contract.
4	89	We propose to delete 'unexpected', because it mainly concerns 'likely'
		(expected) costs, though the exact amount is still unknown when the
		Guarantee is established.
5	96	We propose to delete 'in a conservative manner'. Reason: 'estimate in a
		conservative manner' contradicts 'assuming the highest reasonable cost'.
5	125	We propose to transfer the examples of the possible forms in the Guideline
		to this para. This would enhance readability.
5	128	Is it possible to give some examples of cost estimation tools here, in order
		to give an idea to the applicants/contractors on what we expect from
		them?
7	176	We think that this Declaration is obsolete, since the commitment by the
		Applicant to comply with the applicable rules, including the ones on EPG, is
		part of the application for a Plan of Work (art. 7 exploitation regulations).
7	192	(a) and (b) of 36 are already assessed during the assessment of the
		application for a Plan of Work. It seems unnecessary to repeat this here.
12	314	We are not sure whether we still need this Guideline, since part of it can be
		incorporated in the Standard of appendix 1 and part of it only copies what
		has been established elsewhere.
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Comments should be sent by e-mail to ola@isa.org.jm