

**TEMPLATE FOR SUBMISSION OF TEXTUAL PROPOSALS DURING THE 27TH SESSION:
COUNCIL - PART 3**

Please fill out one form for each textual proposal which your delegation(s) wish(es) to amend, add or delete.

1. Name(s) of Delegation(s) making the proposal:

African Group of 47 Member States

2. Please indicate the relevant provision to which the textual proposal refers.

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3. Kindly provide the proposed amendments to the regulation or standard or guideline in the text box below, using the “track changes” function in Microsoft Word. Please only reproduce the parts of the text that are being amended or deleted.

1. Contractor shall comply with these Regulations and the Rules of the Authority in a manner consistent with the Convention, ~~and the Agreement~~ and the Exploitation Contract.
2. Contractors, their holding, subsidiaries, affiliated and Ultimate Parent companies, agencies, partnerships, and suppliers shall be held liable for the compliance of the Contract. Particularly, they shall be jointly and severally liable for the obligation of compensating damages arising outside of permitted ~~from~~ Exploitation Activities.
3. ~~Whether~~ In the event that Contractors fail to comply with their payment obligations under these Regulations, holdings and Ultimate Parent Companies shall be held responsible to effect such payments to the Authority on behalf of Contractors.
4. ~~Sponsor States shall take all legislative and administrative measures to assure that Contractors have all material, operative, and financial means to comply with the Contract and these Regulations and that no corporate limitation shall prevent Contractors, holding and Ultimate Parent Companies to compensate damages and make the payment required by the Contractors under the Contract and these Regulations.]~~

4. Please indicate the rationale for the proposal. [150 word limit]

para 1, reference to the need to comply with the terms of the Exploitation Contract should also be listed.

para 2, compensation for damages cannot be for all damages, rather it should be clarified that it is for any damages outside of permitted activities.

para 3, we suggest that the first word 'Whether' should be replaced with 'In the event that...'

para 4, we question if this para belongs in a regulation on Contractors' Obligations as it refers to the Sponsoring State. Perhaps such text could be moved to a more suitable part of the regulations.