

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

Please fill out one form for each textual proposal which your delegation(s) wish(es) to amend, add or delete and send to council@isa.org.jm.

1. **Name of Working Group:** President's text
2. **Name(s) of Delegation(s) making the proposal:** Chile
3. **Please indicate the relevant provision to which the textual proposal refers.**
Reg. 20
4. **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.**

Title	Term and renewal of exploitation contracts
20.1	<p>1. Subject to the provisions of section 8.3 of the exploitation contract, the maximum initial term of an exploitation contract is 30 years [and 50 years for contractors which are developing States.] [the parties may agree to a minimum initial term of 15 years]; taking account of the expected economic life of the Exploitation activities of the Resource category set out in the Mining Workplan and including a reasonable time period for the construction of commercial-scale mining and processing systems.</p> <p><i>Chile supports the elimination of the text in brackets.</i></p> <p><i>Chile doesn't agree with a different treatment.</i></p>
20.2	<p>2. An application to renew an exploitation contract shall be made in writing addressed to the Secretary-General and shall be made no later than [one year] [two years] before the expiration of the initial period or renewal period, as the case may be, of the exploitation contract.</p> <p><i>Chile agrees with the new proposals of "two years"</i></p>
20.3	<p>3. The Contractor shall supply [a revised plan of work, as well as] such documentation as may be specified in the [Standard and] Guidelines. If the Contractor wishes to make any changes to a Plan of Work [and such changes are Material Changes], the Contractor shall submit a revised Plan of Work [including an updated EIA], in accordance with regulation 57.</p>

20.4	<p>4. The Commission shall consider such application to renew an exploitation contract at its next meeting, provided the documentation required under paragraph 3 has been circulated at least 30 60 Days prior to the commencement of that meeting of the Commission.</p> <p><i>Chile considers the Commission need more time to do their job.</i></p>
20.6	<p>6. The Commission shall may recommend to the Council the approval of an application to renew an exploitation contract, and [an exploitation contract shall be renewed by the Council] [an exploitation contract may be renewed by the Council] [and the Council approves the renewal application], provided that:</p> <p><i>Chile proposes delete “shall” and use “may”, and we recommend delete “and the Council approves the renewal application”</i></p>
20.7	<p>7. Each renewal period shall be a maximum of 10 years [for a maximum overall duration of the exploitation contract of 60 years]. [A maximum of two renewals may be requested]</p> <p><i>Chile proposes maintain the original redaction with a maximum of one renewal.</i></p>
20.8	<p>8. An exploitation contract in respect of which an application for renewal has been made [shall] [may, for a maximum of three months after its expiry date and only under extraordinary circumstances], despite its expiry date, remain in force until such time as the renewal application has been considered and its renewal has been granted or refused.</p> <p><i>Chile believes this paragraph 8 could be deleted because it doesn't make sense in accordance with the parr. 3.</i></p>
20.10	<p>10. An exploitation contract in respect of which an application for renewal has been made [shall] [may, for a maximum of three months after its expiry date and only under extraordinary circumstances], which must be assessed and approved by the Council, despite its expiry date, remain in force until such time as the renewal application has been considered and its renewal has been granted or refused.</p> <p><i>The rationale is based on the fact that, from an institutional point of view, it should be defined which body will assess and approve whether this delay is due to an extraordinary circumstance. If it is considered that this application should be made before the expiry of the first contract or renewal, this time would not be justified. On the other hand, under extraordinary conditions it would have to be assessed whether these can indeed justify this extraordinary extension.</i></p>

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