

**TEMPLATE FOR SUBMISSION OF TEXTUAL PROPOSALS DURING THE 28<sup>TH</sup> 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](mailto:council@isa.org.jm).*

**1. Name of Working Group:**

President's Text

**2. Name(s) of Delegation(s) making the proposal:**

The Pew Charitable Trusts

**3. Please indicate the relevant provision to which the textual proposal refers.**

DR 18

\*Blue font are proposed amendments by the Council President.

\*Pew's amendments are indicated as in-line edits in red font.

**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.**

1. An exploitation contract shall confer on a Contractor ~~[or the Enterprise]~~ the exclusive right to:

[5.bis. Adverse ~~Environmental Impacts and Effects~~ from activities in the Area carried out under an Exploitation Contract must be limited to the Contract area.]

7 (c) The Contractor shall also take into account:

(i) recommendations issued by the Commission pursuant to the Exploration Regulations, and

(ii) provisions of the Exploration Regulations that relate to the protection and preservation of the marine environment, and environmental baselines and monitoring.

(d) In order to progress from Exploration to Exploitation of a site within the Contract Area, where such Exploitation activity was not covered by the agreed Plan of Work, the Contractor must submit a new ~~e~~Environmental ~~i~~Impact Statement and revised Plan of Work, in accordance with regulation [46.bis.] and which must be approved by the Authority in accordance with regulations [12 to 16].

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

**Para 1:** For Regulation 18 paragraph 1, it seems to us that these exclusive rights should apply to the Enterprise as well, so we are unclear why it has been deleted. If it is deleted, we are left without rules for a contract with the Enterprise. As a general point, references to the Enterprise could either be operationalised by defining Contractor as including the Enterprise, or through the addition of

references to the Enterprise throughout where contractors are referenced (such as here). Regardless of the approach taken it would be helpful to ensure that the Enterprise is correctly referred to throughout the Regulations as there may be Regulations that apply to contractors alone, but not the Enterprise.

**Para 5bis:** We strongly support the proposed 5 bis. Though we suggest an amendment to make use of the defined terms ‘Environmental Impacts’ and ‘Environmental Effects’ and will submit these proposed amendments in writing. The proposal here to limit impacts to contract areas seems very sensible to us, as a clear parameter that can be easily understood and measured. It addresses concerns about transboundary impacts and the need to ensure protection of Areas of Particular Interest and other designated protected sites. It also avoids the issue of overlap of impact area by multiple Contractors which would make it difficult to assign fault or liability to any one Contractor.

**Para 7 c and d:** We generally support the insertions of para 7 (c) and (d). The previous statement that ‘applicable Exploration Regulations shall continue to apply’ was confusing to us. Many of the Exploration Regulations cannot logically apply to an Exploitation Contractor’s Exploration in their contract area such as how to apply for an Exploration contract, or relinquishment, others would impose an unfair duplicative burden if applied such as annual fees, training programme, and others could cause confusion by overlapping inconsistently with the Exploitation Regulations such as through responding to incidents, and annual reporting. For these reasons, we support the principle behind these amendments which was for the ISA to retain the Exploitation Regulations as the primary governing document for all activities conducted under an Exploitation contract, while also incorporating the LTC Recommendations produced in relation to the Exploration regime, on matters such as baseline data collection, environmental impact assessment of exploration activities, and reporting of exploration data - as well as any relevant Exploration Regulation provisions that pertain to the same matters. We also find it helpful that this paragraph details the application process to commence Exploitation in a site located within a Contract Area not covered by the original EIS for Exploitation.