

**TEMPLATE FOR SUBMISSION OF TEXTUAL PROPOSALS DURING THE 28<sup>TH</sup> SESSION:  
COUNCIL - PART I**

*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:**

Protection and Preservation of the Marine Environment

**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.**

Annex Xter

**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.**

- **Red font** are proposed amendments by the Facilitator in this revised text.
- Our proposed amendments and our questions or comments regarding the facilitator’s remarks are indicated as in-line edits in **blue**. Proposed deletions of text proposed by the facilitator appears in strikethrough and **bold**.

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

Like others, we agree that the alternative text should serve as the basis for further discussions and are open to this text being moved to a Standard but perhaps as Russia and Costa Rica indicated on the floor it would be more appropriate to move these under the Exploration Regulations, as we note that contractors should be designing and identifying IRZs and PRZs before making an application for Exploitation.

We agree with the Facilitator’s note that PRZs should not be located outside of Contract Areas, as then Contractors may not have sufficient control over those sites to keep them preserved from impacts or to access them for monitoring.

However, this leads to a separate question as to who will be responsible for monitoring impacts outside of Contract Areas?

We note that several proposed mining activities are near the border of a Contract Area and so it is likely that environmental impacts (e.g. noise, sediment, and possibly toxins) caused by Exploitation will go beyond the Contract Area.

Either the Contract should limit impacts to within a Contract Area, or impacts travelling outside of the contract will still need to be monitored and managed by the Contractor.

We recommend further discussion on this point, to ensure mutual understanding and that monitoring and management of environmental impacts that may go beyond a single contract area, is properly captured in the Regulations.

For paragraph 13 we find it difficult to weigh in on either of these provisions until the ISA has established environmental objectives, which provide guidance on the level of acceptable harm. In addition we note that the original paragraph, would be impossible to meet on a human timescale as the IRZs where nodules are removed will take eons to recover such that they are indiscernible from PRZs. On the other hand, the alternative paragraph would seem to imply that there is a level of permissible harm to ecosystem functions, which we don't believe the Authority should permit. As such, further discussion on this issue seems warranted.