

**TEMPLATE FOR SUBMISSION OF TEXTUAL PROPOSALS DURING THE 29TH SESSION:
COUNCIL - PART II**

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(s) of Delegation(s) making the proposal: Costa Rica**

- 2. Please indicate the relevant provision to which the textual proposal refers. DR 18**

- 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.**

Rights and exclusivity under an Exploitation Contract

[1. An Exploitation Contract shall confer on a Contractor ~~or the EnterpriseEnterprise~~ the exclusive right to: (a) Explore for the specified Resource category in accordance with these Regulations and the approved Plan of Work; and (b) Exploit the specified Resource category in the Contract Area in accordance with the approved Plan of Work and regulations 18bis and 18ter - and subject to prerequisites prescribed under regulation 25(6).

~~2. The Authority shall not permit any other entity to exploit or explore for the same Resource category in the Contract Area for the entire duration of an Exploitation Contract.~~

~~3. Notwithstanding the right to conduct marine scientific research in areas beyond national jurisdiction, the Authority, in consultation with a Contractor, [and with the cooperation of States Parties to the Convention,] shall ensure, that no other entity operates in the Contract Area for a different category of Resources or otherwise in a manner which might interfere with the rights granted to, or operations of the Contractor.~~

4. An Exploitation Contract shall provide for security of tenure and shall not be revised, suspended, or terminated except in accordance with Regulation 18.ter.

5. An Exploitation Contract shall not confer any interest or right on a Contractor in or over any other part of the Area or its Resources or any other part of the Marine 44 of 225 Environment, other than those rights expressly granted by the terms of the Exploitation Contract or these Regulations [nor limit any freedoms of the high seas].

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

6. The Contractor shall, subject to Regulation 20, have the exclusive right to apply for a renewal of its Exploitation Contract.

7. In relation to Exploration activities in the Contract Area conducted under an Exploitation Contract:

- (a) The Contractor may conduct Exploration activities within the Contract Area, in accordance with the proposed Exploration programme included in the Mining Workplan;
- (b) The applicable Exploration Regulations shall continue to apply and the Contractor shall exercise due diligence in conducting Exploration activities in the Contract Area and shall report the results of its Exploration activities to the Authority in accordance with Regulation 38(2)(k) and applicable Standards, taking into consideration Guidelines; and

(c) The Contractor shall also take into account: (i) any recommendations issued by the Commission pursuant to the Exploration Regulations; and (ii) provisions of the Exploration Regulations that relate to the Protection and Preservation

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

Its impossible for the ISA to ensure that any other entity will not interfere under an activity in the contract area.