

**TEMPLATE FOR SUBMISSION OF TEXTUAL PROPOSALS DURING THE 28TH 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:** India
3. **Please indicate the relevant provision to which the textual proposal refers.**

Preamble

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.**

In accordance with the United Nations Convention on the Law of the Sea of 10 December 1982 ("the Convention"), and the Agreement relating to the Implementation of Part XI of the Convention~~[Ensuring the effective protection for the Marine Environment from harmful effects, which may arise from the activities in the Area, in accordance with Article 145 of the Convention],~~

Reaffirming ~~the fundamental importance of the principle~~ that the Area and its resources are the common heritage of mankind,

Emphasizing that the exploitation of the resources of the Area shall be carried out for the benefit of mankind as a whole, on whose behalf the International Seabed Authority acts, in accordance with Part XI of the Convention and the Agreement relating to the Implementation of Part XI of the United Nations Convention on the Law of the Sea of 10 December 1982 ("the Agreement"),

Considering that the objective of these regulations is to provide for the exploitation of the resources of the Area consistent with the Convention and the Agreement.

[Ensuring the effective protection for the Marine Environment from harmful effects, which may arise from the activities in the Area, in accordance with Article 145 of the Convention].

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

Para 2 may be shifted at the end of the Preamble. Para 3 should be made consistent with the article 136 of the convention. Para 4 ISA related formulation is at variance with the provisions of the Convention and the Agreement and confers more powers on the Authority than what is envisaged under the Convention and the Agreement which provide that the Authority is the organization through which States Parties organise, and control the activities in the Area particularly with a view to administering the resources of the Area which are the common heritage of mankind.

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DR 18

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Regulation 18

Rights and exclusivity under an exploitation contract

Regulation 18 para 1

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

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

The Enterprise needs to be treated differently and provisions relating to the Enterprise be incorporated as a separate part in the Regulations. The Enterprise is the commercial arm of the Authority and upon establishment will be governed by the Statue of the Enterprise contained in the Convention. Until such time it will function through the Interim Director General of the Authority, who is the staff of the Authority and is funded by States Parties to the Convention. While the contractual terms of the contract that the Enterprise is envisaged to enter into with the Authority, and a provision can be inserted to state that the contractual terms apply mutatis mutandis, strictly speaking, the legal status of the Enterprise is different from that of the Contractor. The matter is more complex in relation to the exploitation of reserved areas and joint venture, as the contractor who supplied original information in respect of the reserved area for the exploration contract, has the right of first refusal to enter into joint venture with the Enterprise.

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DR 31

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Regulation 31 para (c)
Reasonable regard for other activities and infrastructure in the Marine Environment

(c)comply with the measures in accordance with any agreement #
agreed with the operators undertaking other uses of the sea to reduce the risk of damage to any in-service cables and pipelines; and

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