

**TEMPLATE FOR SUBMISSION OF TEXTUAL PROPOSALS DURING THE 30<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(s) of Delegation(s) making the proposal:**

The Kingdom of the Netherlands

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

Draft Regulation 36 – amendments are marked in tracked changes and highlighted yellow.

**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.**

[...]

2. Contractors shall include the Authority as an additional assured. A Contractor shall ~~use its best endeavours to~~ ensure that all insurances required under this Regulation shall be endorsed to provide that the underwriters waive any rights of recourse, including subrogation rights against the Authority in relation to Exploitation.

[...]

5. A Contractor shall notify the ~~[Compliance Committee through the]~~ Secretary-General ~~[as soon as practicably possible]~~ immediately without any delay if the insurer terminates the policy or modifies the terms of insurance.

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

- On paragraph 2: It should not be possible for insurers to pursue claims against the Authority – an international organization that enjoys immunities. The Kingdom of the Netherlands does not see why the immunities of the Authority should be compromised by allowing such subrogation. After all, as a regulator, the Authority indeed needs the freedom to act in relation to Explanation.
- On paragraph 5: The Kingdom of the Netherlands considers that the Authority must be informed immediately upon the termination of an insurance policy held by the Contractor or modification thereof. The Authority needs to be able to act immediately, to prevent the scenario that damage or harm occurs at a point in time when the Contractor is not insured.

As such, the Contractor should have to do everything in its power to inform the Authority of termination or modification of those policies, even if this is not always practical.