

Report of the FOP Group on Protection of Submarine Cables and Pipelines

Prepared by Singapore, 9 June 2026

1. The FOP Group on Submarine Cables and Pipelines met on 10 March 2026 during Part I of the 31st ISA Council meeting and on 26 May 2026 during the intersessional period. A summary of inputs received during this period as well as the FOP's proposed way forward follow in subsequent pages. The FOP suggests that delegations focus on the key outstanding issues highlighted in **turquoise** at our next meeting.
2. DR 31: In March 2026, there was general agreement among delegations that the responsibility to identify or acquire information about other uses or activities in the Marine Environment should be shared between the Contractor and the Authority. The FOP has thus produced a new DR 31 proposal that merges the previous DR 31 and DR 31 Alt to this effect. The key outstanding issue is striking the appropriate balance between the role of the Contractor versus the Authority, paying particular attention to the appropriate extent of responsibilities on the Authority.
3. DR 31 bis: There are a number of issues on which delegations have expressed divergent views. The full report below documents the various perspectives that have been shared. The FOP urges delegations to study these perspectives and compromise proposals (where available) and consider if there is room for flexibility. At the next meeting, rather than repeating established views, it would be helpful if delegations could express where there are flexibilities and red lines. A more dynamic approach would hopefully allow us to reach agreement on some of these outstanding issues.

Summary of Inputs Received from March to June 2026 + FOP's Response

No.	Para/Issue	Inputs	FOP's Response
DR 31 and 31 Alt.			
1.	<p>Role of the Contractor v. ISA in identifying or acquiring information about other uses or activities in the Marine Environment</p>	<p>In March 2026, a majority of delegations said that the responsibility to identify and acquire information about other uses or activities in the Marine Environment could be shared between the Contractor and the Authority. There was good support to consider a merge of DR 31 and DR 31 Alt. to this effect.</p> <ol style="list-style-type: none"> 1. A number of delegations said that the onus should primarily be on the Contractor, with the Authority playing a facilitative or supporting role. Reasons cited include: <ol style="list-style-type: none"> a. It is the Contractor that carries out activities in the Area, and they should therefore bear the primary responsibility of exercising the reasonable regard obligation in Art 147. b. It is unlikely that the Authority will have the capacity to fully undertake these responsibilities. c. The Authority does not have such information in-house. All such information would come from third parties and potentially involve confidentiality and data considerations. d. Concerns about the budgetary and liability implications on the Authority should it fully take on such responsibilities. e. Placing primary responsibility on the Contractor is aligned with the approach in the land-based mining sector. 2. A number of delegations drew attention to the benefits of having the Authority undertake some of these responsibilities: 	<p>We suggest continuing discussions in July 2026 on the basis of the merged DR 31 proposal, with special attention being paid to the appropriate extent of responsibilities on the Authority.</p> <p>Food for thought:</p> <ol style="list-style-type: none"> 1. What sort of information should the Authority acquire and how should the issue of confidentiality be dealt with? 2. How active a role should the Authority play in providing information to relevant parties?

- a. The Authority is likely to have better access to States Parties and bodies compared to Contractors. One delegation highlighted their Contractor's negative experience in engaging cable operators. On one occasion, a cable operator ignored the Contractor's efforts to coordinate activities and unilaterally laid a cable within the Contractor's Contract Area.
- b. Most Contract Areas are closely linked, especially in the CCZ, and activities occurring in the Area often span multiple Contract Areas and involve several Contractors. The Authority possesses information on all Contract Areas and their associated activities and would be able to facilitate coordination at the organizational level.
- c. That said, some delegations thought there was no need to be overly prescriptive about how the ISA should cooperate with States Parties and bodies (para 5) as it would vary on a case-by-case basis.

In May 2026, the FOP circulated a merged DR 31 for consideration:

1. Paras 1 and 2 are from the previous DR 31.
2. Paras 3, 4 and 5 are from the previous DR 31 Alt., with amendments to take into account comments made in March 2026, and for alignment across the entire DR.

The merged DR 31 enjoyed general support from delegations who participated in intersessional discussions. Some specific comments made follow:

1. One delegation maintained reservations about the Authority's role in identifying and acquiring information about uses/activities, as the Authority would have to undertake additional burdens and risks, particularly with regard to commercially sensitive information.

		<p>2. One delegation suggested using “communicate” instead of “make available” in paras 4 and 5, if delegations agree that the policy intent is for the Secretary-General to provide active notification and coordination.</p>	
2.	Reference to REMPs as a source of information about other uses or activities in the Marine Environment	<p>One delegation suggested that the process of gathering information about other uses or activities in the Marine Environment could be simplified by referring to REMPs as a source of information. The delegation pointed out that the standardized procedure and template for REMPs includes information on human activities in the region, including mineral resource-related activities and other human activities.</p>	<p>We were not able to discuss this point in detail during the last meeting. Delegations are invited to consider if this would be a helpful approach.</p>
3.	Para 2: List of current and planned uses or activities	<p>1. The group has had extensive discussions on the inclusion and content of this list of current and planned uses or activities. Thanks to the flexibilities shown by delegations, there is now general agreement to include this list, with the understanding that it is non-exhaustive per the language “including but not limited to”.</p> <p>2. On the language “<i>activities to ensure effective Protection for the Marine Environment</i>”:</p> <p>a. To a delegation’s comment that it was unclear what such activities referred to, the FOP explained that there was an earlier proposal to include “<i>activities related to environmental protection measures and area-based management tools established or under consideration by competent international organizations</i>” which was met with divergent views. It was replaced with a compromise text “activities to ensure effective Protection for the Marine Environment” which mirrors the language in Art 145 while addressing the concerns of delegations.</p>	<p>We have lifted the square brackets around the list as there appears to be general agreement to the inclusion of a non-exhaustive list.</p> <p>The key outstanding issue is the language used to refer to activities pertaining to the effective Protection of the Marine Environment where there are now two formulations for consideration.</p>

		<p>b. As another delegation highlighted that the inclusion of this language was particularly important to them, the former delegation has provided an alternative textual proposal for consideration: “activities required under measures to ensure effective Protection for the Marine Environment”.</p>	
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DR 31 bis			
1.	Para 1: Standard of protection of submarine cables and pipelines	<p>The options currently on the table are:</p> <ol style="list-style-type: none"> “reasonable measures”. Four delegations expressed support for this option. One of these delegations understood DR 31 bis to be a bespoke elaboration of the reasonable regard obligation contained in Art 147 specifically considering the protection of submarine pipelines and cables, and did not think there was any legal basis in UNCLOS to impose a more exacting standard in relation to this one activity. “all necessary measures”. Two delegations expressed support for this option which they considered to be a higher standard than “reasonable measures”. Two delegations said that this would be too stringent and impractical as there could be occasions where a Contractor is unable to identify all cables/pipelines and consequently unable to take all necessary measures to reduce the risks of damage. One of these delegations said they would not be able to accept this option. “necessary measures”, an amendment to option (2) proposed by a delegation to build in flexibility in the event a Contractor is unable to identify all cables/pipelines and consequently unable to take all necessary measures to reduce the risks of damage. Two delegations expressed a preference for this option. 	We have retained all three options for consideration. Delegations are invited to express if there are any flexibilities in your positions.
2.	Para 1: Addition of reference to test/ pilot mining	One delegation proposed adding a reference to test/ pilot mining activities, as they can involve vessels and equipment on the ocean floor and therefore pose a risk of damage to cables.	We have included the proposal provided by the delegation. Delegations are invited to consider if a specific reference to test/pilot mining here is necessary.
3.	Reordering of paras 1(a) to 1(c)	-	We have suggested placing para 1(c) ahead of para 1(a) for better flow and readability.
4.	Para 1(a)	1. Whether this para is duplicative of DR 31 para (2) and should be deleted.	Recognising the strong views on both sides, we encourage delegations to consider if

		<p>a. Four delegations said that this para is duplicative and preferred for it to be deleted. Two of these delegations said they do not consider that DR 31 para (2) excludes the content of this para.</p> <p>b. Three delegations asked for this para to be retained. Two of these delegations said that the para is not duplicative as it contains unique language addressing the use of commercially available data and resources.</p> <p>c. Two new proposals have been tabled in effort to reach a compromise:</p> <p style="padding-left: 40px;">i. <i>(a) [identifying current [and planned] uses or activities relating to submarine cables or pipelines in the Marine Environment transiting or proximate to the Contract Area through publicly or commercially available data and resources [in accordance with regulation 31(2)];]</i></p> <p style="padding-left: 40px;">ii. <i>(a) Alt. [measures relating to submarine cables or pipelines identified pursuant to regulation 31(2);]</i></p> <p>2. Inclusion of reference to commercially available data and resources.</p> <p>a. Two delegations said that it is important to retain this specific reference to enable Contractors to refer to complete and up-to-date information not in the public domain. One of these delegations said that this retention would be important to clarify that the data referred to need not be publicly available, as suggested by the current language in DR 31(2). The delegation also noted that Contractors are already using commercially available data, drawing on learnings from the joint workshop of the ICPC and the ISA in Bangkok and referenced in ISA Technical Study 24.</p> <p>b. Two delegations took a reservation on this reference.</p>	<p>either of the two new proposals in para 1(a) could be an acceptable compromise.</p> <p>Notably, only one of them makes a reference to “commercially available data and resources”. Delegations may wish to reflect on points shared by those in support of such a reference and consider if you agree.</p>
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<p>5.</p>	<p>Paras 1(a) and 1(c): Reference to “planned” submarine cables and pipelines / uses and activities</p>	<p>1. Two delegations preferred for the reference to be deleted.</p> <ul style="list-style-type: none"> a. One of these delegations said that in practice, it is difficult for Contractors to identify planned activities/cables. Furthermore, as a matter of sequence, while a Contractor needs to conduct activities in the Area with reasonable regard to existing submarine cables and pipelines, planned activities, which would necessarily take place in the future, should be carried out with reasonable regard to a Contractor’s activities in the Area. b. Another expressed flexibility to retain the reference, so long as the qualifier “as appropriate” is retained with it. <p>2. Five delegations expressed support to retain the reference.</p> <ul style="list-style-type: none"> a. Regarding concerns that a Contractor might not know of planned cables: <ul style="list-style-type: none"> i. One delegation noted the positive experiences of Contractors in using commercially available sources of data to identify planned cables. ii. Five delegations said they considered that the qualifier “as appropriate” would provide the necessary flexibility to address potential difficulties in identifying planned activities/cables. E.g., the Contractor is not required to have perfect knowledge of planned systems that might not be disclosed publicly. 	<p>Recognising the strong views on both sides, we encourage delegations to consider if the “as appropriate” qualifier would be an acceptable compromise, noting that it could provide the necessary flexibility to address potential difficulties in identifying planned activities/ cables.</p>

		<p>b. Three delegations said it was important for planned cables/ activities to be considered as a general risk mitigation measure, especially given the long-term nature of mining activities. Cables are planned well in advance and the inclusion of planned cables in these paras ensures that cables that may be financed, manufactured, shipped, and/or installed but not operational would be taken into consideration.</p> <p>c. One delegation pointed out that it would be strange for DR 31 bis to only refer to the identification of “current uses or activities”, since DR 31 current sets out a due diligence obligation to identify “current and planned uses or activities”. In order for a party to discharge its due diligence obligation in DR 31, it would already need to make efforts towards identifying planned uses or activities.</p> <p>3. One delegation took a reservation. There were concerns about the availability of timely information on planned uses/activities, and planned uses/activities that may not eventually materialise.</p>	
6.	Para 1(b): Appropriate reference to Stakeholders etc.	<p><u>Recap:</u> The group has had extensive discussions on the appropriate way to refer to organizations such as the ICPC and ITU, without the language being too broad or duplicative. The FOP previously proposed an amalgamation of several proposals: “relevant Stakeholders and international, regional or sectoral bodies for”.</p> <p>1. Two delegations expressed support for the current language, which they consider sufficiently broad to encompass organizations such as the ICPC and ITU.</p> <p>2. One delegation suggested adding a reference to “subregional bodies”.</p>	We have updated the language to read “relevant Stakeholders and international, regional, subregional or sectoral bodies for”.

7.	<p>Para 1(c): Necessity of fleshing out how a Contractor may agree with operators on measures, including via Guidelines</p>	<ol style="list-style-type: none"> 1. This was included as a discussion question in Mar 2026 due to concerns raised by one delegation that it was unclear how a Contractor may agree with operators on measures to reduce the risks of damage. The same delegation questioned if “agreement” should come in the form of a formal document, e.g., an MOU. 2. Two delegations said they did not consider it necessary to expand on how Contractors and operators may reach agreement as it would be overly prescriptive. <ol style="list-style-type: none"> a. One delegation drew attention to ISA Technical Study No. 24 which explores this issue at length. The same delegation said that some flexibility in this aspect should be retained as coordination and cable protection are often project and location-specific, and issues and methods could change over time, particularly as technology evolves. To the extent that indicative measures could be helpful, the same delegation suggested that they be placed in Guidelines, which are both non-binding and easier to amend over time. 3. Five delegations expressed openness to having Guidelines to elaborate how Contractors and operators may reach agreement. One delegation said that the Guidelines could provide direction on information-sharing and confidentiality considerations. 	<p>There seems to be some support for retaining the current language in the draft regulation and providing indicative measures via Guidelines. We have suggested language to this effect for consideration:</p> <p>“reaching agreement with the operators of submarine cables or pipelines in the Contract area [, taking into account the Guidelines,] on measures to reduce the risks of damage to any in-service [or planned] submarine cables and pipelines, and complying with those measures;”</p>
8.	<p>Para 1(d): delete or retain?</p>	<ol style="list-style-type: none"> 1. Six delegations preferred for this para to be deleted. Key points made: it is not directly related to reducing the risks of damage to submarine cables and pipelines; it is vague and unclear how it would work in practice; aspects of information-sharing and coordination are already addressed elsewhere in the draft regulations and this para thus risks being duplicative. 2. Four delegations supported the retention of this para on the basis that it would further cooperation and reduce risks. 	<p>This para remains in square brackets as views continue to be split. Delegations are invited to consider how this para would work in practice if retained (e.g. what sort of information to be shared and with whom?), what its merits are, and if there are any flexibilities in your positions.</p>

		3. Three delegations expressed flexibility on retention/ deletion. Two of these delegations said that if this para was retained, we would need to further consider its purpose and how it will be operationalized.	
9.	Operationalization of DRs 31 to 31 bis in other parts of the regulations	One delegation said that to operationalize DRs 31 to 31 bis, further changes are needed in DRs 13 to 16 to address the content of applications for Plans of Work, assessment thereof by the LTC, and Council review of actions recommended by the LTC.	This point is well-noted. The FOP group could consider looking into this matter at a later stage.