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Council session, part I
Kingston,
8 – 19 March 2027

Draft regulations on exploitation of Mineral resources in the Area

Compiled Text of Comments from the Floor

Explanatory note

1. The Council will recall that, in accordance with decision ISBA/30/C/18, negotiations on the Further Revised Consolidated Text (ISBA/31/C/CRP.1/Rev.3) have been conducted on the basis of a thematic approach. During the first and second parts of the thirty-first session, respectively, the Council considered the outstanding issues identified in the draft indicative list of outstanding issues (ISBA/31/C/CRP.4) and the updated version thereof (ISBA/31/C/CRP.7), each prepared by the Secretariat for the respective part of the session.

2. The present document contains a compilation of the textual proposals put forward by delegations on those outstanding issues during the thirty-first session.

3. The document has been prepared to support the Council's consideration of the draft Regulations on the Exploitation of Mineral Resources in the Area at its thirty-second session, and to facilitate the submission by delegations of written proposals for inclusion in the Advanced Negotiating Text.

4. In order to avoid duplications or overlaps with the issues being addressed by Informal Working Groups or Friend of the President initiatives, only textual proposals made in respect of issues not covered by any such Group or initiative have been included in the present document.

5. Comments received on Annexes I-III during the first part of the thirty-first session have not been included, as those Annexes were consolidated in the third revision of the Further Revised Consolidated Text. Similarly, comments received on draft regulation 96bis are not reflected, as that draft regulation has been revised on the basis of a joint proposal received prior to the second part of the thirty-first session.

6. Delegations are invited to submit written comments on the issues reflected in the present document in those instances where their proposals have not been reflected – but in fact were orally presented during the negotiations, or have not been accurately reflected, in the text. The deadline for the submission of corrections should be made no later than 1 October.

7. The present document is for information purposes only. In the event of any inconsistency between this document and the text of the third revision of the Further Revised Consolidated Text (ISBA/31/C/CRP.1/Rev.3), the latter shall prevail.

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Preamble

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 United Nations Convention on the Law of the Sea of 10 December 1982 ("the Agreement"), the Area and its resources are the common heritage of humankind, and the Exploitation of the resources of the Area shall be carried out for the benefit of humankind as a whole, on whose behalf the Authority acts.

The objective of these Regulations is therefore to regulate the Exploitation of the ~~[mineral]~~ resources of the Area consistent with the Convention, including the duty [to take necessary measures in accordance with the Convention] to ensure effective Protection ~~[~~of~~]~~ the Marine Environment from ~~[~~harmful effects~~]~~ ~~[Serious Harm]~~ caused by those activities ~~[as well as the duty to protect and preserve [objects and sites of an archaeological or historical nature] [underwater cultural heritage] found in the Area [for the benefit of humankind as a whole in accordance with articles 149 and 303 of the Convention], while [ensuring respect for][recognizing and protecting] [existing] cultural [rights or] interests]~~.

~~[The Authority acknowledges the current uncertainties and limited knowledge about deep ocean ecosystems and the potential effects of activities in the Area and the need to revise these regulations in light of advancements in scientific knowledge.]~~

Comments

- It is proposed to remove the term "*mineral*" from the second para of the preamble to better align the drafting with article 133(a) of the Convention and to ensure consistency with the terminology used elsewhere in these Regulations. **Action: It is proposed that the Council accepts this deletion.**
- During the first part of the thirtieth session, several delegations suggested that these Regulations should specify the categories of resources covered, rather than rely on general references to "*resources*" or "*mineral resources*". Noting that the Convention provides that priority shall be given to the adoption of rules, regulations and procedures for the exploration and exploitation of polymetallic nodules, some delegations proposed that, on that basis, these Regulations should initially focus solely on polymetallic nodules. Reference is made to several interventions on this topic during the first part of the thirtieth session. **Action: The Council will need to determine which approach should be taken.**
- During the first part of the thirtieth session, delegations reached consensus that the term "*Serious Harm*" was not relevant in the preamble. The reference has thus been omitted.
- During the first part of the thirtieth session, several delegations proposed that the reference to a review mechanism, which had been included in the preamble during the previous revision, be omitted, noting that the matter is addressed in detail in DR 107. On that basis, the final para has been omitted.
- Upon request of the Co-Facilitators of the IWG on UCH, the comprehensive set of proposals submitted by the group has been included

in the text in its entirety. Brackets have been added by the Secretariat in those parts of the proposal sent by the IWG that – based on past discussion and on the documents available on the Authority's website – have received reservations but were not included in brackets, such as those referring to "cultural interests", as well as references to the Advisory Group of Experts on Cultural Matters. **Action: The Council is invited to consider the submission by the IWG on UCH, as well as to discuss and express a preference on the references to "cultural rights or interests" (or only "cultural interests").**

Rev.3 – Group submission (Informal Working Group on Underwater Cultural Heritage)

- The last sentence of para 2 is suggested deleted based on the submission of the IWG on UCH.

Part I

Introduction

Regulation 1

Use of terms, [phrases] and scope

1. Terms used in the Convention shall have the same meaning in these Regulations.

2. In accordance with the Agreement, the provisions of the Agreement and part XI of the Convention shall be interpreted and applied together as a single instrument. These Regulations and references in these Regulations to the Convention are to be interpreted and applied accordingly.

3. [Terms and phrases [listed in the Schedule are defined] used in these Regulations are defined for the purposes of these Regulations and [Alt.1. the [applicable] Standards and Guidelines] [Alt. 2. any future Standards and Guidelines adopted in accordance with these Regulations] in the Schedule.]

4. [Subject to paragraph 1 and 3the Schedule, terms used in these Regulations shall have the same meaning as in other rules, regulations and procedures of the Authority.]

[45. These Regulations are accompanied by Standards and Guidelines, as referred to in these Regulations and the Annexes thereto, as well as by further rules, regulations and procedures of the Authority [, in particular on the protection and preservation of the Marine Environment [Alt 1. including Regional Environmental Management Plans, [and conservation and management measures]] [Alt 2. These Regulations are further complemented by Regional Environmental Management Plans]].]

56. The Annexes, Appendices and Schedule to these Regulations form an integral part of the Regulations and any reference to the Regulations includes the Annexes, Appendices and Schedule thereto.

67. These Regulations are subject to the provisions of the Convention and the Agreement [and other rules of international law not incompatible with the Convention].

[78. These Regulations shall be applied in a uniform and non-discriminatory manner.]

89. [Nothing in these Regulations shall affect the rights, jurisdiction and duties of States under the Convention, including the rights and legitimate interests of the coastal states [pursuant to] article 142 of the Convention, the right to conduct marine scientific research in the Area pursuant to Articles 143 and 256 of the Convention, and the exercise by States of the freedom of the high seas, in accordance with Article 87 of the Convention.]

Comments

- During the first part of the thirtieth session, the inclusion of para 3 has been supported by the majority of delegations. Some proposals were presented on the reference to Standards and Guidelines. The alternative wordings that gathered the broadest support are here presented for the Council's consideration.

- Some delegations suggested deletion of para 4, noting that its content overlaps with that of other paragraphs.
- Previous para 5 has been deleted as entirely duplicative of paragraph 6 Alt. (current para 4). The change has not been reflected in the text as purely editorial. **Action: The Council is invited to address in particular the second part of para 4.** Even though the group did not submit any proposals under this DR, reference is made to work of the IWG on the referencing of REMPs.
- **Action: The Council is invited to address the reference to other rules of international law in the final part of current para 6, on which delegations still had opposing views during the thirtieth session.**
- Upon request of some delegations, previous para 8 (now para 7) has been reinstated.
- On current para 8, several delegations proposed deletion of the reference to specific provisions of the Convention, highlighting that it would restrict the scope of this paragraph.

Regulation 2

Principles, approaches and policies

1. These Regulations, and any decision-making thereunder, shall be applied in conformity with the principles governing the Area embodied in ~~Section 2 of Part XI [and in Part XII] of~~ the Convention ~~[~~and the Agreement~~]~~ [as well as the Authority's Strategic Environmental Goal and Objectives].

~~[~~1. bis These Regulations shall also be applied in accordance with the policies relating to activities in the Area established in articles 150 and 151 of the Convention and in the Annex ~~of~~to the Agreement [and the policies adopted by the Assembly in accordance with article 160 of the Convention].~~]~~

2. ~~[~~Recognizing that **[**the**] (MEX del) all (MEX)** rights in the Resources of the Area are vested in humankind as a whole, on whose behalf the Authority shall act,~~]~~ Exploitation in the Area shall be carried out for peaceful purposes and for the benefit of humankind as a whole, taking into particular consideration the interests and needs of developing States, ~~and [~~while~~]~~ ensuring the **adoption of necessary measures for the (MEX)** effective Protection of the Marine Environment~~, including biological diversity and ecological ecosystem integrity,~~ from harmful effects which may arise from such activities in the Area consistent with article 145 of the Convention.

[[2. bis Exploitation in the Area and other activities in the Marine Environment shall be carried out with reasonable regard for each other in accordance with article 147 of the Convention.]**] (MEX del)**

~~[3. Exploitation in the Area shall not commence until the legal framework intended for the effective protection and preservation of the Marine Environment is adopted and scientific evidence demonstrates that the Exploitation will be conducted in such a manner as not to cause significant and harmful changes to the Marine Environment and its resources and to effectively protect and preserve the Marine Environment pursuant to article 145 and [article 209 of] Part XII of UNCLOS.]~~

~~[3. Alt. Exploitation in the Area shall not commence until:~~

~~(a) The legal framework intended for the effective protection and preservation of the Marine Environment has entered into force [and the Authority has adopted an environmental policy];~~

~~(b) The implementation of [Target 3 of] the Kunming Montreal Global Biodiversity Framework is well on track in the area beyond national jurisdiction; and~~

~~(c) Scientific evidence demonstrates that Exploitation will be conducted in such a manner so as: not to cause significant and harmful changes to the Marine Environment and its resources, [pursuant to Article 196 of the Convention, and] to effectively protect and preserve the Marine Environment, [including biological diversity and ecosystem integrity] pursuant to Article 145 and Part XII of the Convention, [including biological diversity and ecosystem integrity], and not to impede the full implementation of [Target 3 of] the Kunming Montreal Global Biodiversity Framework in the area beyond national jurisdiction.~~

[[3.~~Alt.2~~ **[**Exploitation in the Area**] / commercial production (JPN, RUS, CHN) [**shall**] (IRL del) may (IRL)** only commence: **applications shall only be submitted (DSCC)**

[(a) once all Phase 1 Standards and Guidelines, Phase 2 Standards and Guidelines **[**and**] (CRI del) have been adopted. (CRI, ITA)** Phase 3 Standards and Guidelines **[**have been**] (CRI del) must be (CRI)** adopted **before commercial production starts (CRI, ITA)**; **] (GBR, CHN, RUS, MEX, SGP del)(IDN res)(FRA, CRI, IRL, Pew keep)(BGD keep original)**

A Alt. (GER, CRI, PAL, CHE)

(b) **[once a decision of the Council, upon recommendation of the Commission, confirms that scientific evidence demonstrates (FRA, CHI, GER, BGD, PAL, IRL, CHE, DOSI, DSCC)](ARG res) [**when it is demonstrable, in the view of the Commission and Council**] (FRA, CHI, GER, SLE-AFR, RUS, IDN, CRI del)(JPN res) When it is demonstrable, in the view of the Council, relying on the recommendation of the Commission (SLE-AFR, IDN, CRI, BEL, PAL, PRT, CHE)**, that such Exploitation can be conducted in such a manner so as to ensure effective Protection of the Marine Environment from harmful effects which may arise from Exploitation in the Area, and the ecological balance **and ecosystem integrity (DOSI, DSCC), ecosystem services and biodiversity (DSCC)** of the Marine Environment is not interfered with **pursuant to Article 145 and Part XII of the Convention (FRA, CHI, CRI, BGD, IRL, CHE)**; and **] (SPA, ARG, ITA res)(GBR, CHN, RUS, SGP. KOR del) (BEL textual proposal)**

(c) **[**in instances where it **[**would**] (SLE-AFR, IDN, CRI, BGD, PAL del) does (SLE-AFR, IDN, CRI, BGD, PAL)** not impede the effective implementation of international frameworks and agreements related to the Protection of the **[**Marine**] (DSCC del)** Environment. Decisions regarding exploitation activities **[**will be made by taking**] (SLE-AFR, IDN, CRI, BGD, PAL del) shall take (SLE-AFR, IDN, CRI, BGD, PAL)** into consideration progress on the implementation of such frameworks and agreements;]**] (JPN, ARG, ITA res)(CHN, RUS, POL, SGP del) (PRT, CHE keep) (BEL textual proposal)**

[(c) bis when due consideration has been given to the potential economic implications arising from mineral production in the Area, including possible adverse impacts on developing land-based mineral producing States, consistent with the policies set out in Articles 150 and 151 of the Convention (IDN).]

[3 Alt.4 Exploitation in the Area/Commercial production shall not commence until the legal framework for the effective protection and preservation for the marine environment is definitely adopted, and appropriate measures, based on the best available scientific evidence, are in place to ensure that exploitation is

conducted in a manner that effectively protects and preserves the marine environment, pursuant to Article 145 of the Convention (MEX)]

(GBR, CHN, NOR, RUS, IND, POL, ITA, SGP del whole para)(CRI, BEL, PAL, IRL, PRT, Pew, DOSI, WWF, DSCC keep)(CAN, BGD res)

4. The following principles and approaches shall guide the application of these Regulations:

(a) t~~T~~he principle of the common heritage of humankind;

(a) bis t~~T~~he principle of equity and the equitable sharing of benefits;

~~(a) ter Intergenerational equity;~~

(a) ter~~quat~~ t~~T~~he principle of uniform and non-discriminatory application;

(a) quat. prevention principle or no harm principle (MEX, WWF)

(b) p~~P~~recautionary principle or precautionary approach as appropriate;

[(c) Ecosystem ~~a~~Approach;]

(c) bis a~~A~~n integrated approach to ocean management;

(d) p~~P~~olluter pays principle;

(e) o~~O~~pen access to non-confidential data, and information;

(f) t~~T~~ransparency in decision-making, including effective Stakeholder involvement and public participation;

(g) t~~T~~he use of the **best available science (MEX) [**scientific methods taking into account the Best Available [Science]**] (MEX del)** and] Scientific Information**[**, as defined by the Council**] (MEX del)**~~[~~; and

(h) t~~T~~he use of relevant traditional knowledge of Indigenous Peoples and [of] local communities where available.

[5. Activities in the Area shall be carried out for the benefit of humankind as a whole, irrespective of the geographical location of States, whether coastal or land-locked, and taking into particular consideration the interests and needs of developing States.**] (MEX del)**

[[5. bis The Authority shall provide for the equitable sharing of financial and other economic benefits derived from activities in the Area through any appropriate mechanism, on a non-discriminatory basis.]**] (MEX del)**

[5. ter The rules, regulations and procedures on equitable sharing of financial and other economic benefits derived from activities in the Area shall be adopted by the Assembly, upon the recommendation of the Council, before the commencement of Commercial Production.] **(GER, Pew move to para 3)**

[6. Members of the Authority, Sponsoring States, [Applicants and] Contractors, [observers] and the Authority shall use best efforts to ensure that the Authority performs its functions. **] (MEX res)**

[7. Members of the Authority, Sponsoring States, [Applicants and] Contractors, [observers] and the Authority shall use best [Alt.1 endeavours in their actions to uphold public trust ~~and~~/~~[~~in the~~]~~ regulatory integrity of the Authority~~, and shall not engage on decisions in which they have a conflict of interest~~] [Alt.2 efforts to ensure performance of functions by the Authority].]

[7 bis. Nothing in these Regulations shall be construed as diminishing or extinguishing the existing rights of Indigenous Peoples, including as set out in the United Nations

Declaration on the Rights of Indigenous Peoples, or of, as appropriate, local communities.]

~~[7 bis. Alt. The recognition and protection of the rights of Indigenous Peoples, including as set out in the United Nations Declaration on the Rights of Indigenous Peoples, or of, as appropriate, local communities.]~~

Comments

- In para 1, during the thirtieth session, delegations were in disagreement on the reference to Part XII of the Convention. An alternative wording generally referring to the Convention and the 1994 Agreement gathered some support and is here suggested to replace the previous wording.
- The final reference to the Authority's Strategic Environmental Goal and Objectives should be considered in the context of the discussion on DR 44 ter.
- As requested by several delegations during the first part of the thirtieth session, paras 1 bis and 2 bis have been reinserted. Some delegations highlighted that, if paragraph 1 makes general reference to the Convention and the 1994 Agreement, paragraph 1 bis might be superfluous.
- In para 2, deletion of the reference to biological diversity and ecological Ecosystem Integrity was suggested, since this phrase is already included in the concept of Protection of The Marine Environment.
- The alternatives proposed for para 3 were not considered a suitable basis for consensus by the majority of delegations during the first part of the thirtieth session. Several of them supported reinsertion of the alternative proposed during the first part of the twenty ninth session, which has been included as a potential basis for future negotiations. **Action: The Council is invited to address this paragraph also, if necessary, through further informal work.**
- Former subpara 4 (a) has been moved to subpara 4 (a ter), upon request of a delegation highlighting that conceptually the common heritage should be the first principle mentioned. To avoid confusion, the change has not been reflected in the text. Some delegations suggested deletion of the reference to intergenerational equity, since it is already covered by the principle of the common heritage.
- Subpara 4 (c) refers to the "E*cosystem Approach*", while subpara 1 (a bis) of DR 44 refers to "*Ecosystem-based Approach*". **Action: The Council is invited to agree on the preferred wording and – if necessary – on a definition in the Schedule.**
- Some delegations expressed reservations on the inclusion of subpara 4(f). The final phrase "*where available*" was suggested deleted by several delegations. It was however highlighted that it might be useful to cover cases where such knowledge exists, but the owners prefer not to make it available. It was further suggested that this addition aligns the text of this regulation with the one of Art. 7(j) of the BBNJ Agreement.
- An alternative wording has been proposed for the final part of para 7. In case Alt. 1 is preferred, some delegations requested deletion of the final reference to conflict of interest, in light of the vagueness of the terms "*decision*" and

"*conflict of interest*" and its potential inconsistency with the decision-making procedures provided for in the Convention and the Agreement.

- A proposal was made by the IWG on UCH to include a new para 7 bis. **Action: The Council is invited to discuss and agree whether it should be retained or deleted.**

Rev.3 – Group submission (Informal Working Group on Underwater Cultural Heritage)

- Para 7bis.Alt. is suggested deleted based on the submission by the Informal Working Group on Underwater Cultural Heritage.

Regulation 3

Duty to cooperate and exchange of information

In matters relating to these Regulations:

(a) members of the Authority, the Enterprise, Applicants and Contractors shall cooperate with the Authority to facilitate the performance of its duties and responsibilities under the Convention, *inter alia*, [Alt. 1 by providing the Authority with such data and information as is necessary for the Authority to discharge its duties and responsibilities under the Convention] [Alt. 2 to provide to the Authority necessary data and information];

[(b) the Authority, and Sponsoring States, flag States, and port States shall cooperate towards the avoidance of unnecessary duplication of administrative procedures and compliance requirements;]

(c)~~(b)~~ the Authority in cooperation with Sponsoring States shall develop effective and transparent communication, public information and public participation procedures and ensure their implementation;

[(d) the Authority shall consult and, where relevant, cooperate with ~~[members of the Authority, including]~~ Sponsoring States, coastal States, port States, flag States, [relevant global, regional, subregional and sectoral bodies]/[competent international organisations] to develop measures to implement these Regulations, including to:

(i) ensure effective p~~P~~rotection of human life and property at sea, and effective p~~P~~rotection of the Marine Environment, with respect to activities in the Area;

(ii) exchange information and data to facilitate compliance with and enforcement of rules, regulations, and procedures of the Authority; and

(iii) facilitate access to sites and items ~~[that may fall outside the Authority's jurisdiction]~~ to be inspected under these Regulations for the purposes of monitoring compliance and enforcement.]

(e) contractors, the Enterprise, Sponsoring States and members of the Authority shall cooperate with the Authority in the establishment and implementation of programmes to observe, measure, evaluate and analyse the impacts and effects of Exploitation and related activities on the Marine Environment, including at the regional scale, to share the findings and results of such programmes with the Authority for wider

dissemination and to extend such cooperation and collaboration to the implementation and further development of Best Environmental Practices in connection with activities in the Area;

(f) members of the Authority, Sponsoring States~~,~~ and Contractors, and the Enterprise shall, in conjunction with the Authority, cooperate [in accordance with their respective capabilities and resources] with a view to:

(i) sharing, exchanging and assessing ~~environmental~~ data and information for the Area, including by use of data repositories and open-access databases;

(ii) identifying gaps in scientific knowledge and developing targeted and focused research programmes to address such gaps;

(iii) collaborating with the scientific community to identify and develop best practices and improve existing Standards and protocols with regard to the collection, sampling, standardization, assessment and management of data and information;

(iv) undertaking educational awareness programmes for Stakeholders relating to activities in the Area;

(v) promoting the advancement of marine scientific research in the Area for the benefit of humankind as a whole; ~~and~~

(vi) developing ~~[incentive]~~ mechanisms, including market-based instruments, to support transfer of technology [to developing states and the Enterprise] and capacity building of developing states ~~[and the Enterprise]~~, and to enhance the environmental performance of Contractors beyond the legal requirements including through technology development and innovation;

[(vi Alt.) developing mechanisms, including incentive mechanisms and compliance measures, to support transfer of technology and capacity building of developing states and the Enterprise beyond the legal requirements; and

(vi bis) developing structured incentive mechanisms to enhance the environmental performance of Contractors beyond legal requirements, including through technology development, innovation and transparent compliance monitoring.]

(g) in order to assist the Authority in carrying out its policy and duties under section 7 of the Annex to the Agreement, Contractors and members of the Authority shall enable access to non-confidential information, upon the request of the Economic Planning Commission, or other appropriate organs of the Authority to facilitate the Authority's preparation of studies on the potential ~~impact~~ effects of Exploitation in the Area on the economies of developing land-based producers of those Minerals which are likely to be ~~most~~ seriously affected. The content of any such studies shall be in accordance with specific terms of reference and applicable Standards, and shall take into account the Guidelines; and

[(h) the Council shall, taking into account recommendations by the Commission, adopt Standards and Guidelines [concerning the duties mentioned in subparagraphs (c) to (g)] which establish requirements, obligations and procedural arrangements, including standardized data templates and methodology for data collection and analysis [within 3 years after the adoption of these Regulations or before any Commercial Production commences, whichever takes place first];]

Comments

- During the thirtieth session, it was highlighted that the term "*Applicant*" is not defined in the Schedule. A definition has been provided based on the suggestion of a delegation.
- In subpara (d), it has been suggested to delete the reference to members of the Authority, since it was inconsistent with the final reference to other bodies.
- In subpara (d)(i), the term "*protection*" has been decapitalised, since the definition of "*Protection*" in the Schedule refers to protection of the environment. It has been suggested to replace the definition in the Schedule with "*Protection of the Marine Environment*", and to use "*protection*" in cases unrelated to the environment.
- In subpara (d)(iii), some delegations spoke in favour of retaining the phrase "*that may fall outside the Authority's jurisdiction*". Given the previous requests for its deletion, the reference has been retained, though suggested deleted as it was before. **Action: the Council is invited to express a preference on retention or deletion of this phrase.**
- During the thirtieth session, opposing views were expressed on the need for a reference to "*respective capabilities and resources*" in the chapeau of para (f). The reference has therefore been retained in brackets.
- In subpara (f)(vi), it was noted that the reference to the Enterprise was inconsistent with Section 5 of the Annex to the 1994 Agreement, which does not address capacity building. In the absence of a specific proposal on this matter, the Secretariat has suggested language separating the reference to the transfer of technology from that to capacity building.
- A proposal has been presented for an alternative subpara (f)(vi), to be accompanied by an alternative (vi bis), in order to separate the issue of transfer of technology and capacity building from that of higher environmental Standards.
- The word "*most*" before "*seriously affected*" in subpara (g) has been suggested deleted, as this addition seems to be inconsistent with Section 7 of the Annex to the 1994 Agreement.
- Subpara (h) has been retained in brackets, pending further discussion. **Action: the Council is invited to address this para to agree on whether it should be deleted or retained, and in case on its potential suitable language.**

Regulation 4

Rights and legitimate interests of coastal States and duty to notify

1. Nothing in these Regulations shall affect the rights and legitimate interests of coastal States under the Convention, including but not limited to article 142.

2. Applicants~~,~~ and C~~c~~ontractors, as well as the Enterprise, shall take all necessary measures to ensure that their activities and foreseen activities in the Area are conducted with due regard to the rights and legitimate interests of [Alt 1: the ~~[relevant] [~~potentially

affected] coastal States] [Alt 2: coastal States] under the Convention and in accordance with applicable ~~r~~Regulations and Standards and taking into account ~~the~~ Guidelines.

3. Without prejudice to other necessary measures taken pursuant to paragraph 2, ~~A~~applicants or~~,~~ contractors or the Enterprise shall [engage][consult] with potentially affected coastal States, at an early stage, including ~~by conducting consultations, at an early stage including~~ prior to and after submitting an application, and throughout the Exploitation Contract, in accordance with applicable~~these~~ Regulations and ~~the applicable~~ Standards, and taking into account ~~the~~ Guidelines.

4.The potentially affected coastal States referred to in paragraph 3 above shall comprise:

(a) Coastal States across whose jurisdiction the resource deposits related to the Applicant's or Contractor's activity may lie.

(b) Following the submission of a written notification through the Secretary-General to the Applicant or Contractor as well as the Enterprise that it wishes to participate in the consultation process pursuant to Regulation 93ter, the following:

(i) Coastal States, which may include those that are adjacent to any Contract Area, whose sovereign rights for the purpose of exploring and exploiting, conserving or managing Marine natural resources, in accordance with the Convention, may be affected by any activity by the Contractor in the Contract Area,

(ii) Coastal States, which may include those that are adjacent to any Contract Area, whose exercise of jurisdiction with regard to the Protection and Preservation of the Marine Environment, in accordance with the Convention, may be affected by any activity by the Contractor in the Contract Area.

(b)Alt. Coastal States that are adjacent to any Contract Area which, following the submission of a written notification to the Contractor [and Enterprise] that it wishes to participate in the consultation process pursuant to Regulation 93bis,comprising] those:

(i) whose sovereign rights for the purpose of exploring and exploiting, conserving or managing Marine natural resources, in accordance with the Convention, may be affected by any activity by the Contractor in the Contract Area; and

(ii) whose exercise of jurisdiction with regard to the protection and preservation of the marine environment, in accordance with the Convention, may be affected by any activity of the Contractor in the Contract Area.

Rev.3 – Group submission (Informal Working Group on Rights and Interests of Coastal States)

- The text of draft regulation 4 set out above is based on a textual proposal submitted by the Informal Working Group on Rights and Interests of Coastal States on 15 June 2026, reflecting discussions conducted during the first part of the thirty-first session of the Council and the intersessional period thereafter.
- Reference is also made to the report of that group.

Regulation 4bis

Without prejudice

These regulations including any acts, measures, decisions or activities undertaken on the basis thereof, shall be without prejudice to, and shall not be relied upon as a basis for asserting or denying any claims to, sovereignty, sovereign rights or jurisdiction, including in respect of any disputes relating thereto.

Rev.3 – Group submission (Informal Working Group on Rights and Interests of Coastal States)

- The text of draft regulation 4 set out above is based on a textual proposal submitted by the Informal Working Group on Rights and Interests of Coastal States on 15 June 2026, reflecting discussions conducted during the first part of the thirty-first session of the Council and the intersessional period thereafter.
- Reference is also made to the report of that group.

Regulation 4ter

Protection and Safeguarding of human remains and [objects and sites of an archaeological or historical nature][Underwater Cultural Heritage] [and cultural ~~{~~rights or~~}~~ interests]

1. [Objects and sites of an archaeological or historical nature] [Underwater Cultural Heritage] shall be protected and preserved for the benefit of humankind as a whole, in accordance with articles 149 and 303 of the Convention [and other rules of international law not incompatible with the Convention, including the ~~2001~~ UNESCO Convention on the Protection of the Underwater Cultural Heritage].

2. Proper respect shall be given to all human remains [and venerated sites] in the Area.

[2 bis. Exploitation activities in the Area shall be conducted in a way that ensures the respect, promotion, and consideration of [cultural ~~{~~rights or~~}~~ interests, ~~{~~including the rights of Indigenous Peoples or of, as appropriate, local communities,~~}~~ as well as the relevant traditional knowledge of these Indigenous Peoples and local communities] [Underwater Cultural Heritage].]

3. In carrying out its responsibility to protect and safeguard [objects and sites of an archaeological or historical nature][underwater cultural heritage] and [cultural ~~{~~rights or~~}~~ interests] and to accord proper respect to human remains [and venerated sites] in the Area, the [Legal and Technical Commission][Council] may establish ~~an Advisory Group of Experts [on Cultural Matters]~~ a roster of experts on cultural matters composed of xx experts that have appropriate qualifications for the various fields of expertise needed, such as international law experts, archaeologists, archaeological surveyors, historians, experts on the traditional knowledge [and rights] of Indigenous Peoples and of local communities, and UNESCO experts. ~~[The Advisory Group of Experts shall have a minimum of seven experts nominated from the seven United Nations-recognized sociocultural Indigenous regions.]~~ The roster of experts shall have a minimum of seven experts nominated from the seven United Nations-recognized Indigenous sociocultural regions, who shall be consulted on all matters involving [cultural rights or interests of]

Indigenous Peoples. The ~~Advisory Group of Experts~~ roster of experts shall [assist the Council and the Legal and Technical Commission][advise the Legal and Technical Commission] on all matters relating to [objects and sites of an archaeological or historical nature][underwater cultural heritage] [~~and~~ cultural ~~[~~rights or~~]~~ interests], human remains [and venerated sites] under these Regulations and liaise with relevant Stakeholders as appropriate, including Indigenous Peoples and local communities.

Rev.3 – Group submission (Intersessional Working Group on Underwater Cultural Heritage)

- Changes made to DR4ter are based on the submission of the Informal Working Group on Underwater Cultural Heritage, linked in the explanatory note.

Part II

Applications for approval of Plans of Work in the form of contracts

Section 1

Applications

Regulation 5

Qualified Aapplicants

1. Subject to the provisions of the Convention, the following may apply to the Authority for approval of Plans of Work:

(a) the Enterprise, on its own behalf or in a joint arrangement; and

(b) states Pparties, sState enterprises or natural or juridical persons which possess the nationality of States Parties or are effectively controlled by them or their nationals, when sponsored by such States, or any group of the foregoing which meets the requirements of the Convention and these Regulations.

2. Each application shall be submitted:

(a) in the case of the Enterprise, by its Director-General;

(b) in the case of a State, by the authority designated for that purpose by it; and

(c) in the case of any other qualified Aapplicant, by a Designated Representative, or by the authority designated for that purpose by the Sponsoring State or States.

3. Each application by an entity referred to in regulation 5, paragraph 1, subparagraph (b) shall also contain, together with the necessary documentation as supporting evidence:

[(a) [The information required by Regulation 7 and Annex I, sufficient to enable the Authority to determine whether or not the applicant is qualified to apply according to Regulation 5(1);]

(b) The name of the applicant, and all information necessary to determine the nationality of the applicant or the identity of the State or States by which, or by whose nationals, the applicant is effectively controlled;

(c) The principal place of business or domicile and, if applicable, the place of registration of the applicant;]

[(a)Alt. the information required by regulation 6, paragraph 3, subparagraph (c);]

[(d) all information on the Contractor's Applicant's principals necessary to allow the Authority to determine their track record in accordance with regulation 77, paragraph 4 and as required under regulation 83 bis;

(d)Alt. all information on the Contractor Applicant necessary to allow the Authority to determine their track record regarding fulfilment of payment obligations to the Authority in accordance with regulation 77, paragraph 4;]

(e) all information necessary to demonstrate that the A~~a~~pplicant has the necessary financial, technical and operational capability to carry out the proposed Plan of Work in accordance with these Regulations, applicable Standards and [taking into consideration] Good Industry Practice using appropriately qualified ~~[and adequately supervised]~~ personnel;

(f) [Alt. 1 all information necessary to demonstrate the technical capability in environmental management pursuant to regulation 13, paragraph 3, subparagraph (c) and Section III of Annex I to be able to comply with the requirements of these Regulations and applicable Standards] [Alt. 2 Information on the Environmental Management System].

~~[(e) All information necessary to demonstrate that the Contractor will, throughout the term of their contract, for the purposes of Exploitation and ancillary activities, only use vessels flagged to registries of States that are Members of the Authority, and only use ports located in States that are Members of the Authority, except where non-Member States accept to be bound by the rules, regulations and procedures of the Authority relating to compliance and enforcement, to ensure the Authority can rely upon and require the cooperation of those States for the purpose of securing compliance with the rules, regulations and procedures of the Authority.]~~

4. Each application submitted by a partnership or consortium of entities shall contain the information required by these Regulations in respect of each member of the partnership or consortium.

5. In the case of a consortium or any group, the consortium or group shall specify in its application a lead member of the consortium or group.

[6. Sponsoring State shall take all legislative and administrative measures to assure that Contractors have all material, operative, and financial means to comply with the Exploitation Contract and these Regulations and that no corporate limitation shall present Contractors, holding and Ultimate Parent Companies to compensate damages and make the payment required by the Contractors under the Exploitation Contract and these Regulations.]

[6. Alt. The Authority shall not accept the application unless satisfied that the Sponsoring State has adopted laws and regulations and taken administrative measures which are, within the framework of its legal system, reasonably appropriate for securing compliance by the Contractor with the terms of a Contract and obligations under the Convention.]

6. bis The Authority shall not accept the application if the Sponsoring State or States has not enacted legislation pertaining to activities in the Area that complies with the requirements referred to in regulation 105.

Comments

- Upon suggestion of some delegations, subpara 1(b) has been aligned with the language of Art. 153(2)(b) of the Convention.
- In para 3, it was suggested that subparas (a), (b) and (c) are unnecessarily long and duplicative. It was therefore suggested to replace them with a reference to subpara 3(c) of DR 6.

- Previous subpara 3(e) has been kept in deleted form. Despite receiving support from some delegations, it is suggested that the para might go beyond the scope of the mandate of the Authority and might as such be inconsistent with the Convention. Under Art. 157(1) of the Convention, the mandate of the Authority is confined to "*activities in the Area*", as defined in the 2011 advisory opinion of the Seabed Dispute Chamber (SDC) of ITLOS. According to the SDC "*Transportation to points on land from the part of the high seas superjacent to the part of the Area in which the contractor operates cannot be included in the notion of "activities in the Area", as it would be incompatible with the exclusion of transportation from "activities in the Area" in Annex IV, article 1, paragraph 1, of the Convention. Accordingly, "The inclusion of transportation to points on land could create an unnecessary conflict with provisions of the Convention such as those that concern navigation on the high seas"* (para 96 of the Advisory Opinion). This seems to be consistent with Art. 209 of the Convention, which in para 2 refers to "*pollution of the marine environment from activities in the Area undertaken by vessels*". It is therefore suggested that the paragraph as it is worded seeks to regulate the entire transportation phase and therefore aspects relating to the freedom of navigation, thus falling outside the mandate of the Authority. In light of the above, it is proposed to omit this para. **Action: the Council is invited to discuss the proposed deletion of this para.**
- A new para 6 has been included, which was previously para 5 of DR 18 bis, since it appears related to previous paragraph 6 – now 6 bis – of this DR. Since two alternative versions were proposed, and since not all delegations agreed with its inclusion, it has been placed here in a clean but bracketed version.

Regulation 6

Certificate of sponsorship

1. Each application by a~~n entity referred to in Regulation 5(1)(b)~~ [state enterprise or natural or juridical person~~]~~ shall be accompanied by a certificate of sponsorship issued by the State Party of which it is a national ~~[or]~~/[and if applicable, by the State Party by which it is effectively controlled or] by whose nationals it is effectively controlled. If the A~~a~~pplicant has more than one nationality, as in the case of a partnership or consortium of entities from more than one State Party, each State Party ~~involved~~ shall issue a certificate of sponsorship.

2. Where an A~~a~~pplicant has the nationality of one State Party but is effectively controlled by another State Party or its nationals, ~~each State shall issue~~ [the Applicant shall obtain] a certificate of sponsorship [from both States Parties].

~~[2 bis. For the purposes of issuance of a certificate of sponsorship, the State of nationality means the State under whose law the corporation was incorporated. However, when the corporation is controlled by nationals of another State or States and has no substantial business activities in the State of incorporation, and the seat of management and the financial control of the corporation are both located in another State, that State shall be regarded as the State of nationality.]~~

3. Each certificate of sponsorship shall be duly signed on behalf of the State Party by which it is submitted, and shall contain:

(a) the name, address and contact details of the A~~a~~pplicant;

(b) the name of the Sponsoring State or States;

(c) a statement ~~[~~accompanied by supporting evidence set out in the relevant Standard regarding Effective Control~~]~~ that the A~~a~~pplicant is:

[(i) a national of the Sponsoring State; or, if applicable,

(ii) subject to the Effective Control of the Sponsoring State or its nationals.]

[(i)Alt. if submitted by the State of nationality, a national of that Sponsoring State, and if applicable subject to its Effective Control; or, if applicable

(ii)Alt. if submitted by another State Party, subject to its Effective Control or that of its nationals.]

(d) a statement by the Sponsoring State that it sponsors the A~~a~~pplicant [together with a description of the necessary and appropriate measures taken by the State to secure effective compliance pursuant to article 139, paragraph 2 of the Convention, and to ensure legal recourse for compensation in accordance with article 235, paragraph 2 of the Convention];

[(d)Alt. a description of the laws and regulations and administrative measures taken within the framework of its legal system for securing compliance by a Contractor with the terms of a Contract and obligations under the Convention;]

(e) the date of deposit by the Sponsoring State of its instrument of ratification of, or accession or succession to, the Convention, and the date on which it consented to be bound by the Agreement; and

(f) a declaration that the Sponsoring State assumes responsibility in accordance with articles 139 and 153, paragraph 4 of the Convention and article 4, paragraph 4 of Annex III to the Convention.

4. ~~States or other qualified applicants~~[State enterprises or natural or juridical persons which possess the nationality of States Parties or are effectively controlled by them or their nationals] in a joint arrangement with the Enterprise shall also comply with this regulation.

Comments

- Throughout this DR, language has been added to refer to States "*Parties*".
- Several delegations requested deletion of subpara 2 bis, highlighting some inconsistency with Art. 4(3) of Annex III to the Convention. Moreover, it was suggested that the para creates some confusion between the requirements of nationality and that of effective control. Pending further discussion on the meaning of effective control, the paragraph has therefore been suggested deleted.
- In subpara 3(c), most delegations agreed with the proposed deletion of specific forms of supporting evidence, highlighting that a list might pre-empt

different forms of evidence. It was also suggested to replace them with a reference to the Standard on Effective Control.

- A proposal was made for alternative versions of subparas 3(c)(i) and (ii), which must be considered part of the discussion on the definition of EC.

Regulation 7

Form of applications and information to accompany a Plan of Work

1. Each application for approval of a Plan of Work shall be:

(a) in the form prescribed in Annex I to these Regulations;

(b) addressed to the Secretary-General; and

(c) prepared in accordance with these Regulations and the applicable Standards, ~~[Alt. 1 as well as~~ consistent with the ~~respective~~ applicable Regional Environmental Management Plan~~s~~], and taking into account the Guidelines ~~[Alt. 2 as well as the respective Regional Environmental Management Plans]~~.

2. Each A~~a~~pplicant, including the Enterprise, shall, as part of its application, provide a written undertaking to the Authority that it will:

(a) a~~A~~ccept as enforceable and comply with the applicable obligations created by the provisions of Part XI of the Convention, the Agreement, ~~[~~the rules, regulations and procedures of the Authority, including the applicable Standards~~]~~, the decisions of the organs of the Authority and the terms of its Exploitation Contract;

(b) a~~A~~ccept control by the Authority of activities in the Area as authorized by the Convention;

(c) p~~P~~rovide the Authority with a written assurance that its obligations under its Exploitation Contract will be fulfilled in good faith.; and

[(d) ~~C~~comply with the national laws, regulations and administrative measures of the Sponsoring State or States made pursuant to articles 139 and 153, paragraph 4 of the Convention and article 4, paragraph 4 of Annex III to the Convention.]

~~[(d)[bis] Provide the Authority with written undertakings from parent or holding companies of the applicant, if any, to assume joint and several liability for damages to the Authority in the event of liability having been established against the applicant in carrying out of the plan of work.]~~

[(e) comply with the undertakings on transfer of technology provided for by the Convention and the Agreement.]

~~3. An application shall be prepared taking into account these Regulations, the applicable Standards and Guidelines, as well as the respective Regional Environmental Management Plans.~~

3.~~bis~~ An application shall contain sufficient information to demonstrate that the A~~a~~pplicant has ~~[or will have]~~ access to the necessary financial and technical capability and resources to carry out the proposed Plan of Work, and shall be accompanied by the following:

(a) t~~T~~he data and information to be provided pursuant to section 11.2 of the standard clauses for Exploration Contracts, as Annexed to the relevant Exploration Regulations;

(b) a~~A~~ Mining Work Plan prepared in accordance with Annex II to these Regulations;

(c) a~~A~~ Financing Plan prepared in accordance with Annex III to these Regulations;

(d) a~~A~~n Environmental Impact Statement prepared in accordance with regulation 48 and in the format prescribed in Annex IV to these Regulations;

[(d) bis a~~A~~ Test Mining ~~study prepared in accordance with Regulation 48 ter~~ Report with all information obtained from test mining activities conducted during Exploration in accordance with the requirements of the applicable Standard and taking into account relevant Guidelines. [In cases where an applicant utilizes [mature] [demonstrated~~s~~] mining technology that has been internationally validated, there shall b~~m~~e no requirement to conduct Test Mining. Instead, the applicant shall provide supporting materials in relation to the [mature] [demonstrated] mining technology when submitting the application];~~]~~

(e~~f~~) a~~A~~ Health and Safety Plan and a Maritime Security Plan prepared in accordance with regulation 30 and Annex VI to these Regulations;

(f~~e~~) a~~A~~n Emergency Response and Contingency Plan prepared in accordance with regulation 32 and Annex V to these Regulations;

(g) a~~A~~ Training Plan in fulfilment of article 15 of Annex III to the Convention, prepared in accordance with~~ the Guidelines~~ [the applicable Standard];

(h) a~~A~~n Environmental Management and Monitoring Plan prepared in accordance with regulation 50~~48~~ and Annex VII to these Regulations, ~~[~~including information regarding the Environmental Management System that the Contractor will implement in accordance with regulation 50 ter~~bis~~ and the applicable Standards, taking into account the Guidelines;~~]~~

(i) a~~A~~ Closure Plan prepared in accordance with regulation 59 and Annex VIII to these Regulations;

(j) a~~A~~n application processing fee~~ in the amount specified in Appendix II~~ [as decided by the Council];

(k) a~~A~~ copy of the Contractor's code of Conduct or other rules applicable to all staff involved in the execution of a proposed Plan of Work, including policies pertaining to personnel safety, environmental compliance, inclusivity, gender equality and diversity, and sustainability~~[, which shall conform in material respects with the rules applicable to staff of the Enterprise or any other rules proposed by the Authority]~~; and

(l) a~~A~~ copy of documents to evidence the A~~a~~pplicant's Environmental Performance Guarantee, in accordance with regulation 26.

4. Where the proposed Plan of Work proposes two or more non-contiguous Mining Areas, the Commission shall require separate documents under paragraph 3(b), (d), (h), (i) and ~~paragraph~~ (l) for each Mining Area, unless the A~~a~~pplicant demonstrates [to the satisfaction of the Commission] that a single set of documents is appropriate, taking into account the Guidelines. A decision can be taken by the Council in relation to one Mining Area at a~~this~~ time, with subsequent decisions for further Mining Areas being deferred to a later time upon the submission of further documentation.

5. Where a single set of documents is submitted by the Aapplicant proposing a Plan of wWork for two or more non-contiguous Mining Areas and the Commission considers it is not appropriate, the Commission shall reject return the application and request separate documents under paragraphs 3(b), (d), (h), (i) and paragraph (l) for each Mining Area.

Comments

- In subpara 1(c), a reference has been added to REMPs, which was contained in previous para 3 (that has been suggested deleted as duplicative). The placement of the reference to REMPs is designed to reflect the discussion on their legal nature.
- Subpara 2(d) is now suggested deleted. As explained by the proponent of this subpara during the first part of the thirtieth session, this proposal has been replaced by a more comprehensive one currently included in DRs 18bis, 23, 24, Annex IX and a new Annex XI, as well as in the Schedule.
- Previous subpara 2 (d) – which was not included in the Revised Consolidated Text – has been reinserted following the requests made by delegations during the first part of the thirtieth session.
- Upon suggestion of a delegation, a new subpara 2(e) has been added, making reference to the Contractor's undertakings on transfer of technology. **Action: Since no specific language was proposed, it has been provided by the Secretariat for the consideration of the Council.**
- In the chapeau of para 3, delegations still disagree on the phrase "*or will have*". This being a conceptual discussion, it has been kept in square brackets in deleted form. **Action: the Council is invited to take a position on this phrase.**
- The current wording of subpara 3 (d)bis has been proposed by the IWG on Test Mining and has been included in brackets pending further discussion on this cross-cutting issue.
- Some delegations suggested that training commitments should not be in a non-binding Guideline. The reference has therefore been replaced with one to a binding Standard. Should the Council agree on this reference, the Standard will be added to the list of Standards and Guidelines associated with the draft regulations, to be developed by the LTC following a decision of the Council.
- During the first part of the thirtieth session, most delegations requested reinsertion of subpara 3(k) on the Contractor's Code of Conduct. In line with some previous suggestions on this subpara – and since it was suggested by some delegations that if such Code of Conduct is not in place, the Contractor can simply provide this information – the final sentence has been suggested deleted. **Action: the Council is therefore invited to address the final sentence with a view to agreeing whether it should be retained or deleted.**

Rev.3

Group submission (International Working Group on Test Mining and Pilot Mining)

- A reference to the Standard and Guidelines have been inserted into subparagraph 3(d) by the Informal Working Group on Test Mining and Pilot Mining. Reference is also made to the reporting of the group.

Group submission (Intersessional Working Group on Regional Environmental Management Plans)

- The text of subparagraph 7(1)(c) set out above is based on a textual proposal submitted by the Intersessional Working Group on Regional Environmental Management Plans on 11 June 2026, facilitated by the Kingdom of the Netherlands.

Regulation 8

Area covered by an application

1. Each application for approval of a Plan of Work shall define the boundaries of the area under application, by a list of geographical coordinates in accordance with Annex I to these Regulations.

2. The area under application need not be contiguous and shall be defined in the application in the form of blocks comprising one or more cells of a grid, as provided by the Authority.

3. The area under application shall be an area previously subject to an Exploration Contract ~~and~~ for which [sufficient] environmental baseline [Alt. 1 studies are carried out] [Alt. 2 data ~~[~~gathered in accordance with the relevant Standards~~]~~ is [publicly] available].

~~[~~4. The area under application must be covered by a ~~relevant~~ Regional Environmental Management Plan pursuant to regulation 44bis~~[, where applicable]~~.~~]~~

[5. In the application, the A~~a~~pplicant shall provide an overview of other potential legitimate activities in the M~~m~~arine E~~e~~nvironment covered by the application, and a statement confirming whether the area under application or any part of it has received attention under any other [Alt. 1 international organisation or treaty regime] [Alt. 2 relevant legal instruments and framework and relevant global regional, subregional and sectorial body].]

[5. Alt. For any part of the area under application, to the extent practicable after reasonable investigations, the A~~a~~pplicant shall in the application provide an overview of other potential activities in the Marine Environment covered by the application, and indicate whether the area or any part of it is designated or managed or under consideration under any other relevant legal instruments and frameworks and relevant global, regional or sub-regional organizations. [The Applicant shall also indicate that it is aware of its obligation of reasonable regard to other activities in the Area in accordance with article 147].]

[6. Where an application concerns a Reserved Area, the Enterprise shall be given an opportunity to decide whether it intends to carry out activities in the area in accordance with article 9 of Annex III to the Convention and Section 2 of the Annex to the Agreement.]

Comments

- In para 3, the wording "*adequate and satisfactory*" has been suggested replaced with "*sufficient*" by some delegations, as more standardised language. **Action: Two alternatives for the final part of the sentence have been presented for the consideration of the Council based on the discussions during the first part of the thirtieth session.**
- In para 4, delegations disagreed on removing the brackets. A suggestion was made to add the phrase "*where applicable*" at the end of the sentence.
- During the first part of the thirtieth session, most delegations requested reinsertion of para 5. The two versions that gathered more support have been included in clean version between brackets.
- A new para 6 has been included, which was previously DR 10(5). The phrase "*that is not or has not been subject to an Exploration Contract*", which was previously included after "*Reserved Areas*" has been deleted, since its inclusion was objected by a large majority of delegations (and supported by none) during the first part of the thirtieth session.

Rev.3 – Group submission (Intersessional Working Group on Regional Environmental Management Plans)

The text of subparagraph 8(4) set out above is based on a textual proposal submitted by the Intersessional Working Group on Regional Environmental Management Plans on 11 June 2026, facilitated by the Kingdom of the Netherlands.

Section 2

Processing and review of applications

Regulation 9

Receipt, acknowledgement and safe custody of applications

The Secretary-General shall:

(a) aAcknowledge in writing, within 7 Days, receipt of every application for approval of a Plan of Work submitted under this Part, specifying the date of receipt;

(b) pPlace the application, together with the attachments and annexes thereto, in safe custody and ensure the confidentiality of all Confidential Information contained in the application; and

[(c) [Alt. 1 wWithin 30 Days of receipt of an application for approval of a Plan of Work submitted under this Part] [Alt. 2 Conduct the notification and consultation

requirements related to applications for approval of a Plan of Work in accordance with regulations 11 and 93~~bis~~ter and]:

(i) n~~N~~otify the members of the Authority of the receipt of such application; and ~~and circulate to them information of a general nature which is not confidential regarding the application, and information enabling them to access a non-confidential version of the application~~;

(ii) n~~N~~otify the members of the Commission and the Finance Committee of receipt of such application.~~]~~

Comments

- To address inconsistencies in this DR, a proposal was made to replace the wording of the chapeau of subpara (c). **Action: Two alternatives have been included for the consideration of the Council.**
- Some delegations suggested that the second part of subpara (c)(i) would occur after the Secretary-General has checked the application under DR 10 (1). As such, it was proposed to move it to DR 10. Since no specific proposal was made on the placement of this sentence, its language has been included by the Secretariat in a new version of para 2. bis of DR 10.

Regulation 10

Preliminary review of application by the Secretary-General

1. The Secretary-General shall preliminarily review an application for approval of a Plan of Work and determine whether the application contains all [the documents regarding] the information required by regulations 5 to 8 for further processing.

~~[1. bis. Where the Secretary-General considers that an application does not contain all the information required by Regulations 5 to 8, the Secretary-General shall submit it to the Legal and Technical Commission.]~~

2. Where the ~~[~~Secretary-General~~]/[Commission]~~ determines that an application does not contain all the [documents regarding the] information required by regulations 5 to 8, the Secretary-General shall, within 45 Days of receipt of the application, notify the A~~a~~pplicant, specifying the information which the A~~a~~pplicant must submit in order to complete the application~~[, and a date by which the application must be completed]~~. Further processing of an application will not begin until the ~~[~~Secretary-General~~]/[Commission]~~ determines that the application is complete, which includes all required information having been submitted by the A~~a~~pplicant, including payment of the administrative fee specified in regulation 86.

[2. bis Where the Secretary-General considers that an application contains [the documents regarding] the information required by regulations 5 to 8, it shall circulate to members of the Authority non-confidential information of a general nature regarding the application, and information enabling them to access a non-confidential version of the application.]

~~[3. In case there is a potential applicant who claims preference and priority in the same area and same Resource category under an Exploration Ccontract in accordance~~

~~with Article 10 of Annex III to the Convention, the Secretary-General shall, before progressing the original application further, request confirmation of the intention of such a potential applicant to apply for approval of a Plan of Work for exploitation within 30 Days of the original applicant's application. The new applicant shall then lodge their application within a further 270 Days; and the Secretary-General shall consider [review] the additional application in accordance with Regulation 10(1) and (2).]~~

~~[~~3.~~Alt.~~ In case an application is lodged for the same area for which an operator has preference and priority in accordance with article 10 of Annex III first sentence, the Secretary-General shall, after having made the determinations under paragraphs 1 and 2 of this regulation, forward the application to the Commission. The Commission shall make a recommendation as to whether the operator's performance has not been satisfactory in accordance with article 10 of Annex III [and section 1, paragraph 13 of the Annex to the Agreement] based on which the Council shall decide whether the operator's preference and priority shall be withdrawn in accordance with article 10 of Annex III second sentence.~~]~~

~~4. Should there be more than one application for the same area and same resource category or a potential applicant has confirmed their intention to apply for approval of a Plan of Work pursuant to paragraph 3, the Commission shall make recommendations to the Council, and the Council shall determine which applicant has preference and priority in accordance with Article 10 of Annex III to the Convention and section 1, paragraph 13 of the Annex to the Agreement.]~~ .

~~5. Where an application concerns a Reserved Area, the Enterprise shall be given an opportunity to decide whether it intends to carry out activities in the area in accordance with Article 9 of Annex III to the Convention and Section 2 of the Annex to the Agreement.~~

Comments

- During the first part of the thirtieth session, several delegations highlighted that the structure of DR 10 (and especially paras 1, 1. bis and 2) is unclear. Para 1. bis was suggested deleted by most delegations, as it is inconsistent with both para 2 and DR 11. If such deletion is accepted, the transmission of document to the LTC is regulated by DR 11.
- It was also suggested that the role of the Secretary-General in this phase should be limited – in line with its administrative nature – to assessing whether the relevant documents have been submitted by the Contractor, without questioning their content. As such, language was proposed and has been included to better reflect this role.
- A new para 2. bis has been proposed by the Secretariat, incorporating the language previously included in subpara (c)(i) of DR 9. **Action: the Council is invited to express a preference on the retention or deletion of this para.**
- In line with the suggestions made by several delegations during the first part of the thirtieth session, previous paragraph 3 has been suggested deleted as inconsistent with the wording of Annex III, Art. 10 of the Convention. **Action: the Council is invited to express a preference on the proposed deletion of the original para 3.**

- If the alternative version of para 3 is retained, paragraph 4 becomes duplicative, and has as such been suggested deleted. The reference therein included to section 1(13) of the Annex to the 1994 Agreement has been moved to para 3 in order to retain it.
- Previous para 5 has been moved and is now para 6 of DR 8.

Regulation 11

~~Publication and review of the Environmental Plans / [Alt.~~ Publication, notification, and review of the Application~~]~~

1. The Secretary-General shall, within 7 Days after determining that an application for the approval of a Plan of Work is ready to progress pursuant to regulation 10, [taking into account the confidentiality of the data], place the Environmental Plans and all non-confidential parts of the Test Mining Report, if applicable~~ submitted~~, including any supporting material on the Authority's website for a period of [at least 90 Days] ~~consideration of an application by the Authority~~, and]consult with all States and Stakeholders in accordance with regulation 93ter~~bis~~ on the application[, Environmental Plans and the non-confidential parts of all other documents accompanying the application pursuant to regulation 7].

~~1.bis The Secretary-General shall request the Commission to provide its comments on the [application,] Environmental Plans and the [non-confidential parts of the Test Mining Report] [all other documents accompanying the application pursuant to Regulation 7] within the consultation period set under 93bis. Based on the assessment of the Commission, if necessary, the Secretary-General shall establish an independent review team, making use of the roster of competent independent experts, if any, to provide comments to the Commission on the [application,] Environmental Plans [and the non-confidential parts of all other accompanying documents] [within] / [X Days before the end of] the consultation period.~~

2. The A~~a~~pplicant shall consider the comments provided pursuant to paragraph 1 when fulfilling the requirement at regulation 93ter~~bis~~, paragraph 9. The A~~a~~pplicant shall submit any revised documentation and the written response to consultation as required by regulation 93ter~~bis~~, paragraph 9 to the Secretary-General [Alt. 1 within a period of 60 Days following the close of the comment period or such longer period as determined by the Secretary-General following a request by the A~~a~~pplicant. The Secretary-General may extend this time period [for a further 30 Days], upon a reasonable request by the A~~a~~pplicant to revise the plans or responses. Notice of the extension of the period shall be posted on the Authority's website] [Alt. 2 in a timely manner].

2. bis The Secretary-General shall provide the [application,] Environmental Plans, and the non-confidential parts of the Test Mining~~ study~~ Report, if applicable, and comments submitted pursuant to paragraph 1~~(a)~~, together with any responses by the A~~a~~pplicant provided pursuant to paragraph 2~~bis~~, and any other relevant additional information to the Commission and request the Commission to provide its comments on the[m] ~~[Environmental Plans and the non-confidential parts of the Test Mining Study]~~, if applicable, ~~[within 90 Days]~~[in a timely manner].

3. The Commission shall, as part of its examination of an application under regulation 12 and assessment of A~~a~~pplicants under regulation 13, examine the [application,]

Environmental Plans and the non-confidential parts of the Test Mining ~~study~~Report, if applicable, [and] the comments submitted under paragraph 1~~(a) [and 1.bis]~~, taking into account the consultation submissions received under regulation 93ter~~bis~~, the A~~a~~pplicant's ~~or Contractor's~~ written response prepared under regulation 93ter~~bis~~, paragraph 9, together with any revisions and responses provided by the A~~a~~pplicant under paragraph 2~~bis~~, and any additional information provided by the Secretary-General under paragraph 2bis, and shall provide its comments to the Secretary-General.

3.~~quat.~~bis The Secretary-General shall, within 7 Days after receiving comments from the Commission, provide such comments to the A~~a~~pplicant and publish them on the Website of the Authority.

3.~~quin.~~ter The A~~a~~pplicant shall consider the comments provided pursuant to paragraph 3 and shall[, where required by the Commission,] revise the [application,] Environmental Plans [and all other accompanying documents] or provide responses in reply to the substantive comments, and shall submit any ~~revised plans~~ revisions or responses to the Secretary-General [Alt. 1 within a period of 60 Days after receipt of comments from the Secretary-General. The Secretary-General may extend this time period [for a further 30 Days], upon a reasonable request by the A~~a~~pplicant to revise the plans or responses. Notice of the extension of the period shall be posted on the Authority's website] [Alt. 2 in a timely manner].

~~4. Notwithstanding the provisions of Regulation 12 paragraph 2, the Commission shall not consider an application for approval of a Plan of Work until the application has been published and if necessary, revised in accordance with this Regulation.~~

4~~5~~. The Commission shall prepare a report on the [application,] Environmental Plans and non-confidential parts of Test Mining ~~study~~Report, if applicable, which shall be published on the Authority's website, and shall be included as part of the reports and recommendations to the Council pursuant to regulation 15. The report shall include:

[(a) ~~D~~details of the Commission's determination under regulation 13, paragraph 4;]

(b) d~~D~~etails of the comments and responses submitted under paragraphs 1 and 2 bis;

(b bis) d~~D~~etails of the consultation submissions comments and responses received under regulation 93ter~~bis~~, paragraph 8, ~~the Commission's comments under regulation paragraph 1bis~~, the A~~a~~pplicant's ~~or Contractor's~~ written response prepared under regulation 93ter~~bis~~, paragraph 9,

(c) a~~A~~ny further information provided by the Secretary-General under paragraph 2;

(d) a~~A~~ny amendments or modifications to the [application,] Environmental Plans [and all other accompanying documents as] recommended by the Commission under regulation 14 and changes subsequently made to application documents by the A~~a~~pplicant; and

(e) t~~T~~he relevant rationale for the Commission's determination, with specific explanation as to any comments or responses that are disregarded.

~~[65. In preparing its report under paragraph 5, the Commission [may]/[shall] seek advice from competent independent experts, as necessary. The experts shall be selected and appointed taking into account the relevant Guidelines.]~~

5~~7~~. The report of the Commission on the [application,] Environmental Plans[, and the non-confidential parts of the Test Mining Report] or revised plans shall be published on the Authority's website in accordance with regulation 92, and shall be included as part of the reports and recommendations to the Council pursuant to regulation 15.

Comments

- In line with the comments of some delegations, suggesting that under the current text of these Regulations the LTC needs to revise the application too many times, the second sentence of paragraph 1 (which has been moved to a new standalone para 1.bis for further clarity) is thus suggested deleted. If the Council agrees with the deletion, the LTC will need to review the application only after Stakeholders' comments have been provided. References to paragraphs 1 and 1 bis throughout the DR have been adjusted accordingly.
- Previous para 4 has been deleted, based on the suggestion of some delegations to move it to DR 12 (now suggested as a new paragraph 1.ter).
- Para 6 has been suggested deleted, as some delegations suggested that the power of the LTC to seek advice from independent experts is already provided under the Convention. If the para is retained, a preference was expressed for the word "*may*" over "*shall*".
- Reference to the Test Mining Report have been adjusted throughout the regulation, based on the proposal of the IWG on Test Mining. In current para 5 (former para 7), the reference to the non-confidential parts of the Test Mining Report has been added by the Secretariat for consideration of the Council.

Rev.3 - Group submission (International Working Group on Test Mining and Pilot Mining)

- Some clarifications have been made to paragraph 1 by the Informal Working Group on Test Mining and Pilot Mining. Reference is also made to the reporting of the group.

Section 3

Consideration of applications by the Commission

Regulation 12

Rules for considering applications

1. Subject to regulation 10 concerning preference and priority among A~~a~~pplicants, the Commission shall examine applications in the order in which they are received by the Secretary-General and shall assess applications in accordance with this regulation and against the criteria contained in regulation 13, in order to make a report and [submit appropriate] recommendations to the Council whether the Plan of Work under application should be approved, or disapproved, pursuant to regulation 15.

[1. bis Subject to paragraph 1 ter, the Commission shall commence the consideration of an application at its next meeting after its receipt of the application provided that the notifications and information pursuant to regulation 11, paragraph ~~(1) (2 ter)~~2 bis have been circulated at least 90 Days prior to the commencement of that meeting of the Commission. The Commission may extend consideration of the application to its next meeting if necessary.]

[1. bis Alt. The Commission shall commence its consideration of an application within 30 Days of its receipt of the application, including via virtual and intersessional meetings in addition to its regular meetings, if necessary.]

~~[~~1. ter The Commission shall not consider an application for approval of a Plan of Work until the application [, Environmental Plans and all other accompanying documents have] / [has] been published and if necessary, revised in accordance with this regulation.~~]~~

~~[2. The Commission shall consider applications expeditiously and shall submit its reports and recommendations to the Council no later than 120 Days from the date on which the Secretary-General transmits the applicant's or Contractor's written response with any revised documentation, to the Commission.]~~

[2.~~ Alt.~~ The Commission shall ~~endeavour to~~ [consider application expeditiously and] submit its reports and recommendations to the Council no later than [120] / [180]~~/ [270]~~ Days from whichever date occurs later out of:

(a) the close of the date of the completion of the review of the [application,] Environmental Plans [and all other accompanying documents], under regulation 11; or

(b) the date of submission of the amendments to the proposed Plan of Work under regulation 14.].

[2. Alt.~~[2]~~ The Commission shall consider applications expeditiously and shall submit its reports and recommendations to the Council at the next meeting of the Council.]

[2. bis The Commission may delay its reports and recommendations under regulation 12, paragraph 2 by a further 90 Days, if additional information or consultations with experts are necessary.]

3. The Commission shall, in considering a proposed Plan of Work, apply the Convention, the Agreement, and the rules, regulations and procedures of the Authority [and assess if the Plan of Work is consistent with the applicable Regional Environmental Management Plan. The Commission shall do so] in a uniform and non-discriminatory manner~~,[. The Commission] and may [shall] not recommend approval of a Plan of Work that does not comply with these requirements~~.

~~3. bis. In the event the Commission evaluates that there are aspects of the proposed Plan of Work that are not covered entirely by its own internal expertise, the Commission shall nominate at least three competent independent experts selected on the basis of their significant experience or record of publications in a particular deep sea environment or technology sector, to review the application and provide comments to the Commission to inform their consideration of the proposed Plan of Work.~~

[3. bis Alt. In the event the Commission evaluates that there are aspects of the proposed Plan of Work that are not covered entirely by its internal expertise, the Commission may consult with competent independent experts selected taking into account the Guidelines.]

4. In considering the proposed Plan of Work, the Commission shall take into account:

(a) relevant reports from the Secretary-General;

(a) bis any consultation submissions received under regulation 93ter~~bis~~;

[(a) ter any advice or reports received from any competent organ of the United Nations or of its specialized agencies or any international organizations with competence in the subject matter;]

(a) quat any information supplied by the Sponsoring State or States.

[(b) any concern raised by a [relevant]/[potentially affected] Coastal State with respect to the application];

(b) bis any advice or reports in respect of the Environmental Plans sought by the Commission from recognized experts in the field of the protection of the M~~m~~arine E~~e~~nvironment listed by the Council;

[(b) ter reports from the Finance Committee upon matters within its competence, including:

(i) assessment of the economic benefits to be derived from the activities proposed in the application;

(ii) advice as to securing optimum revenue for the Authority;

(iii) the administrative budget required to manage a contract if awarded, and the proposed annual reporting fee to be levied pursuant to regulation 84;

(iv) any recommendation regarding the amount or format of the Environmental Performance Guarantee; and

(v) advice as to whether the Applicant would be subsidized so as to be given an artificial competitive advantage with respect to land-based miners.]

(c) a~~A~~ny previous operating record of the A~~a~~pplicant, including in relation to Exploitation activities within other jurisdictions, as well as the A~~a~~pplicant's performance during the Exploration stage, including the quality of annual reports and baseline data, and the ~~results of test Exploitation activities~~ Test Mining Report.~~;~~

~~[(d) any objectives or measures established in the relevant Regional Environmental Management Plan.]~~

[5. During its consideration of the Plan of Work the Commission may request the Applicant to provide additional information for the purpose of clarifying any aspect of the Plan of Work. Where the Commission makes such a request it shall specify the timeline within which the Applicant may provide the information, taking into account the complexity of the requested information. Where the Applicant does not provide the information as requested, the Commission shall proceed with a review of the Plan of Work and make a decision based on what the Applicant has already submitted.]

Comments

- Based on the different inputs received during the first part of the thirtieth session, two alternative versions of para 1 bis have been proposed. **Action: the Council is invited to agree on the preferred alternative.**

- In the original version of para 1 bis, reference to paragraph 1 ter (which was previously the last sentence of para 1. bis) has been retained, since it can still apply to the newly included para 1 ter (previously para 4 of DR 11).
- Most delegations supported the alternative version of para 2; the original wording is therefore suggested deleted. A second alternative version has been proposed during the first part of the thirtieth session. If the second alternative wording is preferred, also para 2. bis would have to be deleted. **Action: the Council is invited to agree on the preferred alternative.**
- In para 3, it was suggested to delete the last part of the sentence. If the sentence is retained, it is suggested that it could rather be placed in DR 15 on approval or disapproval of the Plan of Work. If the sentence is retained, it was suggested to replace the word "*may*" with "*shall*", to better align the sentence with Art. 6(3) of Annex III to the Convention.
- The reference to REMPs in para 3 has been submitted by the IWG on REMPs.
- An alternative version of para 3 bis was proposed during the first part of the thirtieth session. As explained in the comment box to DR 11, the proposal relates to the broader issue of whether there should be a Guideline on the nomination of experts and on cases in which the LTC would need to consult them.
- Some delegations requested keeping subpara 4(a)ter in brackets pending further discussion.
- Reinsertion of subpara 4(b) was requested. The language has been adjusted based on the inputs received by the IWG on coastal States.
- While no delegation opposed to the wording of subpara 4(b)bis, concerns were raised on the vagueness of the phrase "*listed by the Council*". **Action: In line with what was said for DR 11 and for para 3. bis, the Council is invited to agree on whether a Guideline on experts is needed.**
- Reinsertion of previous subpara 4(b) bis was requested, which has now been included as subpara 4(b) ter.
- Subpara 4 (d) has been suggested deleted by the IWG on REMPs, as its language is now included in the chapeau of para 3.

Regulation 13

Assessment of A~~a~~pplicants and application

1. In assessing both the A~~a~~pplicant and the application, the Commission shall take into account all information pursuant to regulation 12, paragraph 4 and all applicable Standards and Guidelines when making its determinations under this regulation.

2. The Commission shall determine whether the A~~a~~pplicant meets the following criteria:

(a) the A~~a~~pplicant is a qualified A~~a~~pplicant pursuant to regulation 5;

(b) the A~~a~~pplicant has given the undertakings and assurances specified in regulation 7, paragraph 2;

(c) the A~~a~~pplicant [and, if applicable its ~~parent company, legal predecessor, senior management and controlling shareholders,~~ [principals]] have satisfactorily discharged

their obligations to the Authority, including having a satisfactory track record of past [compliance and environmental] performance [both within the Area and in other national jurisdictions];

(d) The applicant has demonstrated that it will meet the requirements in regulation 18 bis;

(e) the Aapplicant has the financial and technical capabilities and capacity to carry out the Plan of Work, meet or exceed environmental performance obligations and to meet all obligations under an Exploitation Contract, pursuant to the applicable Standard, in accordance with paragraphs 3 and 4 of this regulation; and

(f) the Aapplicant is under the Effective Control of the Sponsoring State in accordance with paragraph 5 of this Regulation [sponsored by its State Party of nationality and, where applicable, the State Party by which or by whose nationals it is effectively controlled].

3. In considering the financial capability of an Aapplicant, the Commission shall determine, in accordance with these Regulations, Standards and taking into account the Guidelines, whether:

(a) the Financing Plan is compatible with proposed Exploitation activities;

(b) the Aapplicant is [or will be] capable of committing sufficient financial resources to cover the estimated costs of the proposed Exploitation activities as set out in the proposed Plan of Work, and all other associated costs of complying with the terms of any Exploitation Contract, including:

(i) the payment of any applicable fees and other financial payments and charges in accordance with these Regulations;

(ii) the estimated costs of implementing the Environmental Management and Monitoring Plan and the Closure Plan; and

(iii) sufficient financial resources for the prompt execution and implementation of the Emergency Response and Contingency Plan, and effective response to an Incident.

(c) the Aapplicant demonstrates that it will purchase insurance products that are appropriate to the financing of exposure to risk in accordance with regulation 36, and applicable Standards, taking into account the Guidelines; and

(d) the Aapplicant has proposed an Environmental Performance Guarantee whose amount and form is assessed by the Commission to be adequate, and in conformity with the requirements of regulation 26 and the applicable Standard, and taking into consideration any relevant Finance Committee report or the Guidelines.

4. In considering the technical capability of an Aapplicant, the Commission shall determine, in accordance with Standards and taking into account the Guidelines, whether the Aapplicant has provided sufficient information to demonstrate [sufficiently demonstrated that] it has [or will have]:

[(a) Certification to operate under internationally recognised quality control and management standards;]

(b) the necessary technical and operational capability to carry out the proposed Plan of Work in accordance with taking into account Good Industry Practice and Best

Environmental Practices using appropriately qualified and adequately supervised personnel;

(c) the technology, [data, information,] and procedures necessary to comply with the terms of the Environmental Management and Monitoring Plan and the Closure Plan, [taking into account] the applicable Regional Environmental Management Plan, including the technical capability to identify and monitor key environmental parameters and ecosystem components so as to detect any adverse effects, and to modify management and operating procedures as required to meet all environmental requirements [ensure the effective Protection of the Marine Environment];

(d) established the necessary risk assessment and risk management systems to effectively implement the proposed Plan of Work in accordance with these Regulations and taking into account Good Industry Practice, Best Available Ttechniques, Best Available Scientific Information, and Best Environmental Practices, and these Regulations, including the technology and procedures to meet health, safety and environmental requirements for the activities proposed in the Plan of Work;

(e) the capability to respond effectively and promptly to Incidents, in accordance with the Emergency Response and Contingency Plan [including sufficient technical capability to respond to unforeseen circumstances.];

(f) the capability and capacity to utilize and apply Best Available Techniques;

(g) a safety management system that meets the requirements of regulation 30 bis; and

(h) an Environmental Management System that meets the requirements of regulation 50 bis.

5. In considering whether the applicant is under the Effective Control of the Sponsoring State, the Commission shall determine [a State Party or a national of a State Party effectively controls an Applicant, the Commission shall apply the relevant Standard regarding Effective Control.]:

(a) [insert wording based on outcome of intersessional work];

(b) Whether the Sponsoring State has enacted domestic legislation covering activities in the Area that:

(i) is in force and applicable;

(ii) provides available recourse through the domestic legal system in accordance with Article 235(2) of the Convention; and

(iii) does not contain provisions that exempt liability of the sponsored entity from a cause of action that may result from its conduct of activities in the Area.

6. [If the applicant meets the criteria set out in paragraphs 1-5,] tThe Commission shall determine whether the application meets the following criteria:

(a) the application is accompanied by a certificate of sponsorship;

(b) the application is in conformity with these Regulations, [Alt. 1 and takes into account] the applicable Standards, consistent with the applicablerelevant Regional Environmental Management Plan and [Alt. 2 takes into account] the Guidelines;

(c) the application provides for benefits for humankind, reasonable regard for other activities, effective Protection of the Marine Environment, and Protection of ~~cultural rights or interests~~ [Underwater Cultural Heritage], in accordance with paragraphs 7 to 10 of this regulation; and

(d) whether the Plan of Work provides for the effective p~~P~~rotection of human life, and health and safety of individuals engaged in Exploitation, in accordance with the rules, regulations and procedures adopted by the Authority.

7. In considering whether an application provides for benefits for humankind as a whole, the Commission shall determine:

(a) whether the Plan of Work will provide [optimum revenue] to the Authority, and taking into account negative externalities caused by any damage to the Marine Environment, will benefit humankind as a whole; and

(b) whether the Plan of Work is consistent with the approaches, principles and policies contained in regulation 2.

[8. In considering whether an application provides for reasonable regard for other activities in the Marine Environment, the Commission shall determine:

(a) whether the Plan of Work provides for Exploitation to be carried out in line with regulation 31 and articles 87 and 147 of the Convention, and in accordance with the applicable Standards and taking into account the Guidelines;

(b) whether the Plan of Work has demonstrated due diligence in relation to the accommodation of other activities in the Marine Environment, including to:

(i) identify in-service and (to the extent information is available ~~for~~ to the A~~a~~pplicant) planned submarine cables and pipelines in, or adjacent to, the area under application using publicly [and commercially] available data and resources taking into account the Guidelines;

(ii) identify sea lanes in, or adjacent to, the area under application that are essential to international navigation;

(iii) identify areas of intense fishing activity as may be defined in Standards or Guidelines in, above, or adjacent to, the area under application;

(iv) identify any other activities in or adjacent to the Contract Area in accordance with regulation 31, including marine scientific research activities~~, activities relating to marine genetic resources,~~ and environmental Protection measures and area-based management tools established or proposed by competent international organizations; and

(v) where other marine users are identified in relation to the area under application whether listed in the Regional Environmental Management Plan or identified by some other means, consult with those users to agree measures the Contractor will take to give reasonable regard to their activities pursuant to regulation 31.]

9. In considering whether an application provides for effective Protection of the Marine Environment, the Commission shall determine:

(a) whether the Plan of Work demonstrates that it will meet [article 145 of the Convention,] the [Authority's Strategic Environmental Goal and Objectives under regulation 44ter], ~~the regional environmental objectives and measures under the~~

~~relevant Regional Environmental Management Plan~~, and the environmental thresholds in the applicable Standards, taking into consideration the cumulative effects of all Exploitation Activities [and climate change];

(a)bis whether the Plan of work is consistent with the regional environmental objectives and measures under the applicable Regional Environmental Management Plan;

(b) whether the Plan of Work, complies with the principles set out in regulation 44, paragraph 1;

(c) whether the Plan of Work demonstrates that:

(i) it is based on adequate and sufficient environmental baseline data, in accordance with applicable Standards and taking into account the Guidelines;

(ii) it complies with the Standards developed pursuant to regulation 45;

(iii) the Plan of Work gives full effect to the precautionary principle or approach as appropriate;

(iv) it will not cause Environmental Impacts and Effects outside of the relevant Contract Area and will not cause Environmental Impacts to any area designated by the Authority ~~[or other relevant authority]~~ as a protected area in terms that prohibit such I~~i~~mpacts and Effects [, and will not transfer harmful [Environmental Impacts and Effects] to the areas within national jurisdiction];

(v) it includes Preservation Reference~~s~~ Zones and Impact Reference Zones in accordance with the criteria contained in Annex X bis;

(vi) performance of the Plan of Work can be effectively monitored and controlled by the Authority, to ~~minimise~~ [prevent] Environmental Effects, and ensure compliance with the rules, regulations and procedures of the Authority;

(vii) it identifies and manages appropriately the ~~[~~gaps and~~]~~ uncertainties in the data or information available at the time of application; and

(viii) it meets ~~equivalent standards to~~ relevant international rules with regards to any deliberate disposal ~~of~~ from vessels, platforms or other man-made structures at sea.

(d) whether the Plan of Work ensures effective Protection of the Marine Environment, in accordance with all applicable environmental requirements in the Convention, Agreement, and the rules, regulations and procedures of the Authority, taking into account:

(i) any Environmental Impacts and Environmental Effects [, individually and cumulatively,] of allowing the Exploitation activity;

(ii) all proposed Mitigation and risk management measures;

[(iii) an evaluation of harmful effects individually, in combination, as well as cumulatively, including effects from other activities in the area under application;]

(iv) the effects on human health that may arise from Environmental Effects;

(v) the importance of protecting the biological diversity and integrity of marine species, ecosystems and processes;

(vi) the importance of protecting rare and vulnerable ecosystems and the habitats of threatened species;

(vii) traditional knowledge [or cultural rights or interests] relevant to the Protection of the Marine Environment, where available;

(viii) ~~The matters set out at Regulation 46(3)(b)~~ [Best Available Scientific Information];

(ix) the assessment framework for Mining Discharges as set out in the ~~Guidelines~~Standards; and

(x) any relevant ~~Standards and~~ Guidelines developed in accordance with regulation~~s 94 and 95~~ [45].

(e) Whether the Test Mining Report[, if required pursuant to Regulation 7,] is in accordance with the ~~applicable~~ requirements set out in the applicable Standard and taking into account relevant Guidelines and demonstrates that the test mining activities:

(i) Support the information provided in the present application for the approval of a Plan of Work for Exploitation;

(ii) Did not cause harmful effects on the Marine Environment; and

(iii) Were conducted under appropriate technical, spatial and temporal conditions, in accordance with any applicable Recommendation from the Commission;

10. In determining whether an application provides for the protection of traditional knowledge [or cultural ~~[~~rights or~~]~~ interests], and taking into account the inputs of the ~~Advisory Group of Experts [on Cultural Matters]~~ roster of experts on cultural matters established pursuant to Regulation 4ter~~bis~~, the Commission shall ~~[~~determine whether the application~~]~~:

(a) adequately identifies such traditional knowledge [or cultural ~~[~~rights or~~]~~ interests]; and

(b).Alt has considered relevant traditional knowledge of Indigenous Peoples and ~~[~~of~~]~~ local communities, where available[, and will not interfere with any cultural ~~[~~rights or~~]~~ interests].

11. [The Commission shall assess, in accordance with the applicable Standard, whether the proposed Plan of Work, individually or in combination with any existing Contracts held or controlled by the Applicant, or associated arrangements, would result in a concentration of control by any State or entity over activities in, or resources of, the Area that is inconsistent with the anti-monopolisation provisions of UNCLOS Part XI.]

Comments

- In subpara 2(c), some delegations suggested to replace the specific list previously included with the term "*principals*". It was also suggested that the term could be defined in the Schedule. However, since no specific language was proposed and since not all delegations agreed on the inclusion to this reference, the term "*principal*" (uncapitalized) has been included between brackets. **Action: For the consideration of the Council.**

- In subpara 3(b) and in the chapeau of para 4 the phrases "*or will be*" and "*or will have"* have respectively been added based on the request of a delegation. It is noted that the discussion is closely linked to the one on DR 7. **Action: the Council is invited to express a preference on their retention or deletion.**
- In para 5, several delegations considered the language too broad. For instance, some doubts were raised on the practicability of investigating national legislation for the purposes of subpara 5(c). A proposal has been presented to defer this matter – which is part of the cross-cutting issue of EC – to a specific Standard.
- Some delegations, despite agreeing with the intention behind subpara 4(a), considered the language vague and that this para should be placed elsewhere. As such, for the time being the para is still suggested deleted. **The Council is invited to address** this para and provide comments on the language and potential replacement.
- In subpara 7(a), the reference to "*optimum revenue*" was considered vague by some delegations. **Action: the Council is invited to address this phrase and – in case – provide alternative language.**
- As some delegations considered that previous subpara 7(c) did not relate to the determination of whether an application provides for benefits for humankind, the para is suggested moved as new subpara 6(d). To avoid confusion, the change has not been reflected in the text.
- In subpara 8(iv), deletion of the reference to marine genetic resources was requested, based on the current lack of reference to them in the existing REMP.
- In para 9(d), subpara (iii) has been reinstated between brackets. **Action: The Council is invited to address whether the subpara might be redundant if the phrase "*individually and cumulatively"* in subpara 9(d)(i) is retained, and whether the two subparas can be merged.**
- In subpara 9(d)(x), the reference to Standards has been suggested deleted in light of the phrase "*taking into account*" in the chapeau of subpara (d). Moreover, the reference to DRs 94 and 95 has been suggested replaced with the reference to DR 45. If this reference is retained, this subpara might however be redundant, as subpara 9(c)(ii) already covers the same Standards. **Action: The Council is invited to address whether the two paras might be merged in order to streamline the regulation.**
- During the first part of the thirtieth session, some delegations highlighted that this DR lacks specific regulation and criteria on the issue of monopolisation. **Action: the Council is invited to address this issue and in case provide language to include it in this regulation.**

Rev.3

Group submission (Intersessional Working Group on REMPs)

- The text of subparagraph 13(4)(c), (6)(b) and (9)(a) set out above is based on textual proposals submitted by the Intersessional Working Group on Regional Environmental Management Plans on 11 June 2026, facilitated by the Kingdom of the Netherlands.

Group submission (International Working Group on Test Mining and Pilot Mining)

- A reference to the Standard and Guidelines have been inserted into subparagraph 9(e) by the Informal Working Group on Test Mining and Pilot Mining. Reference is also made to the reporting of the group.

Group submission (Intersessional Working Group on Underwater Cultural Heritage)

- The reference to cultural rights or interests in para 9(d)(vii) has been adjusted based on the submission of the Informal Working Group on Underwater Cultural Heritage.
- Based on the same submission, adjustments have been made to para 10.

Group submission (Friends of the President Group on Monopolization)

- The addition of paragraph 11 has been provided by the Friends of the President Group on Monopolization.

Regulation 14

Amendments to the proposed Plan of Work

1. At any [reasonable] time prior to making its recommendation to the Council and as part of its consideration of an application under regulation 12, the Commission may:

(a) request the A~~a~~pplicant to provide additional information on any aspect of the application prior to making a recommendation; and

(b) request the A~~a~~pplicant to amend its Plan of Work or propose specific amendments for consideration by the A~~a~~pplicant where such amendments are considered necessary to bring the Plan of Work into conformity with the requirements of these Regulations.

[1.bis The Commission shall make a request pursuant to paragraph 1, subparagraph (b) where amendments to the proposed Plan of Work are necessary to ensure that the applicable Regional Environmental Management Plan is appropriately reflected and incorporated in the Plan of Work.]

2. Where the Commission makes a request under paragraph 1 [and 1.bis], the Commission shall provide to the A~~a~~pplicant a brief justification and rationale for such a request. The A~~a~~pplicant must respond within 90 Days after the receipt of the request, by agreeing to the request, rejecting the request, or making an alternative proposal for the Commission's consideration.

3. The timeframe referred to in regulation 12, paragraph 2 shall be extended by the timeframe determined by the Commission pursuant to paragraph 1.

[4. The Secretary-General shall publish any amendment, additional information or revised application received pursuant to paragraph 2 on the Authority's website, and [Alt. 1 the Commission shall determine whether these are significant, in which case an opportunity for public consultation shall be provided in accordance with regulation 11] [Alt. 2 at the request of the Commission, shall provide an opportunity for public consultation in accordance with regulation 11].]

[5. The Commission shall take into account the A~~a~~pplicant's response under paragraph 1 and any responses received from public consultation under paragraph 4 into account in making its recommendations to the Council.]

Comments

- In para 1, delegations still disagree on whether the term "*reasonable*" should be retained. As a conceptual issue, it has been placed between brackets.
- The inclusion of a new paragraph 1 bis was proposed by the IWG on REMPs.
- Several delegations requested reinsertion of paras 4 and 5, previously suggested deleted. Since not all delegations agreed on reinsertion, they have been placed between brackets.
- In para 4, two alternatives have been provided based on the proposals that received most support.

Regulation 15

Commission's recommendation for the approval or disapproval of a Plan of Work

1. If the Commission determines that the application and the A~~a~~pplicant meet the criteria set out in regulation 13, it shall recommend approval of the Plan of Work to the Council.

[1. Alt. The Commission ~~may~~ shall recommend approval of a proposed Plan of Work if the Plan of Work [fully] complies with all requirements stipulated in regulation 13, and [Alt. 1 the Commission has sufficient information to determine that all requirements in regulation 13 have been met] [Alt. 2 and that there is sufficient, verifiable supporting information to confirm compliance with those requirements].]

1. bis The Commission shall provide with any recommendation for approval made under paragraph 1:

(a) a report in accordance with regulation 11, paragraph 5;

(b) a summary of the deliberations of the Commission including what ~~inputs~~ considerations have been taken into account and how these have been assessed, as well as divergences of opinion in the Commission, if any;

(c) bis a summary of any uncertainties inherent in the Plan of Work and how the A~~a~~pplicant has proposed to address these;

(d) any conditions the Commission considers appropriate to deal with adverse effects of the proposed activities; ~~and~~

[(e) a summary of the request and its implementation referred to in regulation 14, paragraph 1 and 1.bis, if applicable; and]

[(f) the list of States and Stakeholders that participated in the consultation, and the summary of comments received as well as the way these comments were addressed by the Contractor.]

2. The Commission shall not recommend approval of a proposed Plan of Work if:

(a) the Plan of Work does not comply [, or the Commission is unable to determine whether the Plan of Work complies with, either alone or in combination with other activities and impacts] with all requirements stipulated in regulation 13 [and regulation 12, paragraph 34];

(b) part or all of the area covered by the proposed Plan of Work is included in:

(i) a~~A~~ Plan of Work for Exploration approved by the Council for the same Resource category for a different qualified A~~a~~pplicant and for which the Council has decided to maintain the operator's preference and priority in accordance with article 10 of Annex III;

(ii) a~~A~~ Plan of Work approved by the Council for Exploration or Exploitation of other Resources if the proposed Plan of Work would be likely to cause undue interference with activities under such approved Plan of Work for other Resources;

(iii) a~~A~~n area disapproved for Exploitation by the Council pursuant to article 162, paragraph 2, subparagraph (x) of the Convention; or

(iv) an Area of Particular Environmental Interest or any other protected site disapproved for exploitation by the Council [or in respect of which the Council has set a spatial or temporal protective measure as indicated in the applicable Regional Environmental Management Plan];

~~[~~(vii bis) any other area identified [by the Council][by the Authority] for preservation for reasons of particular~~ scientific,~~ archaeological, historic or cultural interest;~~]~~

~~[(vii bis-alt) any other area containing an object or site of an archaeological or historical nature;]~~

(v) a~~A~~ Reserved Area or an area designated by the Council to be a Reserved Area, except in the case of eligible applications under these Regulations made in respect of a Reserved Area;

(vi) ~~A~~an area that has not been subject to prior Exploration activities;

[(vii) a~~A~~n area not covered by a Regional Environmental Management Plan~~.~~; and]

[(viii) an area lacking a representative protection in the Regional Environmental Management Plan.]

[(c) s~~S~~uch approval would undermine or contradict the Authority's S~~s~~trategic E~~e~~nvironmental Goals or ~~o~~Objectives pursuant to regulation 44 ter or would be inconsistent with the regional goals, objectives or measures set out in the ~~relevant~~ applicable Regional ~~e~~Environmental ~~m~~Management ~~p~~Plan; and]

~~(c) Bis Such approval would undermine or contradict [breach] the binding goals, objectives or measures set out in other [applicable] global frameworks and agreements related to the protection of the Marine Environment;~~

[(d) t~~T~~here is inadequate environmental baseline information for the area covered by the proposed Plan of Work.]

[(e) such approval would permit a State Party submitting or sponsoring the concerned Plan of Work] to monopolize the conduct of activities in the Area or preclude other States Parties from activities in the Area, in accordance with [Article 6, paragraphs

3(c) and 4 of Annex III to the Convention (where applicable),] the applicable Standards and taking into account Guidelines.]

[(e)Alt. [it would contravene article 6(3)(c)(i) or (ii) of Annex III to the Convention, and the Authority has not, in accordance with article 6(4) [the applicable Standards and taking into account Guidelines], determined] that such approval would not permit a State Party or entities sponsored by it to monopolize the conduct of activities in the Area or to preclude other States Parties from activities in the Area.]

2. bis. The Commission shall not recommend approval of a proposed Plan of Work (e) Iif [, in spite of the warnings by the Authority] the Aapplicant, or its predecessor in law [has previously conducted his activities in such a way as to result in serious, persistent and wilful violations of the fundamental terms of [the] / [another] Contract, Part XI and the rules, regulations and procedures of the Authority] previously violated the general obligations of Contractors in a non-negligible way.

3. The Commission shall not recommend the approval of a proposed Plan of Work if it determines that:

(a) sSuch approval would permit a State party or entities sponsored by it to Monopolize the conduct of activities in the Area with regard to the Resource category in the proposed Plan of Work in accordance with applicable Standards, taking into account the Guidelines [or significantly control the production of a single Mineral or Metal produced globally]; or

(b) tThe total area allocated to a Contractor under any approved Plan of Work would exceed:

(i) 75,000 square kilometres in the case of polymetallic nodules;

(ii) 2,500 square kilometres in the case of polymetallic sulphides; or

(iii) 1,000 square kilometres in the case of cobalt-rich ferromanganese crusts.; or

4. If the Commission determines that it will not recommend approval of the Plan of Work pursuant to paragraphs 1-3 it shall inform the Aapplicant in writing, providing the reasons for this determination, and shall provide the Aapplicant with a further opportunity to make representations within 90 Days of the date of notification to the Aapplicant. During this period the Commission shall not make a recommendation to the Council on the application.

5. At its next available meeting, the Commission shall consider any such representations made by the Aapplicant when preparing its reports and recommendations to the Council, provided that the representations have been circulated at least 30 Days in advance of that meeting.

[5. Alt. The Commission shall consider any such representations made by the Applicants when preparing its reports and recommendations to the Council, which it shall do within 30 days of its receipt of such representations, including through intersessional or virtual meetings if necessary.]

Comments

- During the first part of the thirtieth session, delegations disagreed on whether para 1 or 1 Alt. should be preferred. While both alternatives have been

retained in the current text, the use of the word "*may*" in para 1 Alt. has been suggested replaced with "*shall*". Reference is made to Art. 6(3) of Annex III of the Convention, and it is suggested that the use of the word "*may*" might be inconsistent with the Convention. **Action: the Council is invited to discuss the proposed deletion of the verb "may". Based on the above, it is proposed to keep the verb "*shall*".**

- A new subpara 1 bis(e) has been proposed by the IWG on REMPs.
- Reference to REMPs in subpara 2(b)(vii) and to DR 44 ter in subpara 2(c) are part of the conceptual discussions on those issues and have been included in clean version between brackets.
- A majority of delegations disagreed with the inclusion of subpara 2 (c)bis, while some others expressed a preference for its retention. Pending further discussion, the paragraph has been suggested deleted.
- Previous para 2bis – now subpara 2(e) – has been amended to reflect the language of the Convention.
- Some delegations have requested deletion of paragraphs 4 and 5. However, some proposals have been presented on these paragraphs, which have therefore been retained pending further discussion.
- A delegation requested the reinsertion of former para 6, which remains available in the compilation document. However, it is suggested that this para may not align with the procedures for consideration of plans of work provided for by the Convention. Under the latter, if the LTC considers that a Plan of Work cannot be approved, it must make a recommendation for disapproval to the Council. It is therefore unclear how former para 6 would coordinate with that procedure.

Rev.3

Group submission (Intersessional Working Group on Regional Environmental Management Plans)

- The text of subparagraph 15(2)(c) set out above is based on a textual proposal submitted by the Intersessional Working Group on Regional Environmental Management Plans on 11 June 2026, facilitated by the Kingdom of the Netherlands.

Group submission (Intersessional Working Group on Underwater Cultural Heritage)

- The word "scientific" in para 2(b)(vii.bis) has suggested been deleted, as well as para 2(b)(vii.bis.alt), based on the submission of the Informal Working Group on Underwater Cultural Heritage.

Group submission (Friends of the President Group on Monopolization)

- The additions to subparagraphs (e), (e).Alt and the strike out in subparagraph 3(a) has been suggested by this group in their proposal.

Section 4

Consideration of an application by the Council

Regulation 16

Consideration and approval of Plans of Work

[1. The Council shall ~~consider~~ [commence at its next meeting considerations of] the reports and recommendations of the Commission ~~and any other relevant subsidiary body established in accordance with the Convention and the Agreement~~, [Alt. 1 relating to approval of Plans of Work in accordance with paragraph 11 ~~and paragraph 12~~ of Section 3 of the Annex to the Agreement, after due consideration, and within 60 Days unless the Council decides to provide for a longer period, the Council shall approve or disapprove the Plan of Work] [Alt. 2 and shall take decisions on approval or disapproval of the Plan of Work in accordance with paragraph 11 of Section 3 of the Annex to the Agreement].]

[1. Alt. The Council shall take decisions on approval or disapproval of the Plan of Work in accordance with paragraph 11 of Section 3 of the Annex to the Agreement.]

~~[2. If the Council does not take a decision on a recommendation for approval of a Plan of Work within 60 Days or such other time period as has been established by the Council, the Plan of Work shall be deemed to have been approved by the Council at the end of that period.]~~

~~[~~3. The Council shall disapprove a ~~p~~Plan of ~~w~~Work if any requirement of regulation 13 is not fulfilled.~~]~~

[4~~3. Alt.~~ The Council shall, when approving a Plan of Work, request the Secretary-General to ensure that the contract to be concluded incorporates all conditions outlined in the draft Plan of Work and the accompanying plans, as well as any additional conditions requested by the Commission or the Council.]

Comments

- During the first part of the thirtieth session, several proposals were submitted concerning para 1, including one suggesting its streamlining through a simple reference to Section 3(11) of the Annex to the 1994 Agreement (now reflected in para 1 Alt.). To reconcile the differing views expressed, the Secretariat has prepared an Alt. 2 within original para 1 for the Council's consideration. This proposal aims to insert the correct reference to Section 3(11) of the 1994 Agreement while retaining the opening portion of the original paragraph, which specifies the moment at which the 60 Days period under Section 3(11) begins to run.
- Deletion of para 2 was requested by some delegations during the first part of the thirtieth session. Since there was no objection, the paragraph has been suggested deleted. The Council is reminded that the provisions of para 2 nevertheless still apply as contained in Section 3(11) of the Annex to the 1994 Agreement.

Part III

Rights and Obligations of Contractors

Section 1

Exploitation Contracts

Regulation 17

The Exploitation Contract

1. [After the] Council's approval of a Plan of Work, [and upon Council's request], the Secretary-General shall prepare an Exploitation Contract between the Authority and the Aapplicant in the form prescribed in Annex IX to these Regulations.

2. The Exploitation Contract shall be signed on behalf of the Authority by the Secretary-General or a duly authorized representative. The Designated Representative or the authority designated under regulation 5, paragraph 2 shall sign the Exploitation Contract on behalf of the Aapplicant. The Secretary-General shall notify all members of the Authority in writing of the conclusion of each Exploitation Contract.

3. The Exploitation Contract and its schedules is a public document and shall be published on the website of the Authority [by the Secretariat] within 7 Days in the Seabed Mining Register, except for Confidential Information, which shall be redacted.

> **Comment**
>
> Broad support for adding "*and upon Council's request*" during the first part of the thirtieth session. It is proposed to remove the brackets.

Regulation 18

Rights and exclusivity under an Exploitation Contract

1. An Exploitation Contract shall confer on a Contractor [or the Enterprise] the exclusive right to:

[(a) Explore for the specified Resource category in accordance with these Regulations and the approved Plan of Work; and]

(b) Eexploit the specified Resource category in the Contract Area in accordance with [these Regulations and] the approved Plan of Work [including Regulations 18 bis and 18 ter, and subject to prerequisites prescribed under Regulation 25(3)].

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. [Alt. 1 The Authority, with the cooperation of States Parties to the Convention, shall ensure, [to the extent possible,] that no other [entities]Contractor operating in the

Contract Area interfere with the rights granted to or operations of the Contractor.] [Alt. 2. The Authority shall ensure that no other entity operates in the same area for a different category of resources in a manner which might interfere with the operations of the Contractor.]

4. An Exploitation Contract shall provide for security of tenure and shall not be [suspended or] terminated except in accordance with [the terms set out in article~~s~~ 18 ~~and 19~~ of the Annex III of the Convention.]/[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 Environment], other than those rights expressly granted by the terms of the Exploitation Contract or these Regulations. [Activities in the Area under an Exploitation Contract, shall be carried out with reasonable regard for other activities in the Marine Environment].

[5 bis Adverse [~~Environmental]~~ Impacts from activities in the Area carried out under an Exploitation Contract must be limited to the Contract Area]. [An entity carrying out activities in the Area under an Exploitation Contract shall take all appropriate measures to prevent any transboundary harm or minimise the risk thereof.]

6. The Contractor shall, subject to regulation 20, have the exclusive right to apply for an extension of its Exploitation Contract.

7. In relation to Exploration activities in the Contract Area conducted under an Exploitation Contract, ~~[the applicable Exploration Regulations shall continue to apply.]~~ The Contractor:

(a) m~~M~~ay conduct Exploration activities within the Contract Area, in accordance with the proposed Exploration programme included in the [~~Mining Workplan~~]Plan of Work;

(b) s~~S~~hall 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, paragraph 2, subparagraph (k) and applicable Standards, taking into account the Guidelines; and

(c) shall also [~~take into account~~] comply with:

(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 of the Marine Environment, and environmental baselines and monitoring.

~~[8. In order to proceed with Exploitation on a site within the Contract Area, where such Exploitation activity was not covered by the agreed Plan of Work, the Contractor must submit a new Environmental Impact Statement and revised Plan of Work, in accordance with regulation [48 bis] and which must be approved by the Authority in accordance with regulations 11 to 16.~~

Comments

- Delegations suggested during the first part of the thirtieth session that subpara 1(a) be deleted as it concerns exploration.
- Several delegations requested reinstatement of para 2, which has now been done.
- Many delegations supported the deletion of the original para 3 and continue the negotiations based on para 3 Alt. An alternative wording was provided during the first part of the thirtieth session and is reflected as Alt. 2. **Action: The Council should decide on which alternative should be used going forward.**
- Delegations expressed disagreement on whether para 5 bis should be retained in its current location or moved. It is proposed to move para 5 bis to DR 44. **Action: The Council is asked to decide on the placement of paragraph 5 bis.**
- It is proposed to omit para 8 because DR 57 addresses modifications to a Contractor's Plan of Work. It has also been proposed to implement the substance of para 8 within DR 48 bis, para 2, and this has been attempted.

Regulation 18 bis

Obligations of the Contractors

1. Contractors shall comply with the terms and conditions of their Exploitation Contract and the rules, regulations and procedures of the Authority, ~~[as well as the applicable Regional Environmental Management Plans,]~~ ~~[as amended from time to time]~~ in a manner consistent with the Convention and the Agreement.

1. Alt. A Contractor shall comply with the applicable obligations created by the provisions of the Convention, the Agreement, these Regulations, and other rules, regulations and procedures of the Authority, the decisions of the organs of the Authority ~~[as well as the applicable Regional Environmental Management Plans]~~ and the terms of its Exploitation Contract with the Authority.

1. bis A Contractor shall carry out activities under a Plan of Work [and shall seek continuous improvement in its operations] in accordance with Good Industry Practice~~, Best Available Scientific Information~~ and Best Environmental Practices, at all times using appropriately qualified and adequately supervised personnel. ~~and shall continually identify and implement solutions that reflect the most up-to-date Best Available Scientific Information, [Best Environmental Practices] and Best Available Techniques.~~

[1. ter Contractors shall comply with the national laws, regulations and administrative measures of the Sponsoring State or States made pursuant to articles 139 and 153, paragraph 4 of the Convention and article 4, paragraph 4 of Annex III to the Convention.]

~~1. quat Contractors shall throughout the term of their Exploitation Contract, for the purposes of activities in the Area and ancillary activities, only use vessels flagged to registries of States that are Member States Parties to the Authority, and only use ports located in States that are Member States Parties to the Authority.~~

~~1. quin. In cases where the Contractor seeks to use flagged vesselss or ports of non-member States of the Authority, the prior approval of the Council is required and is conditional upon receiving a written commitment from such non-member State or States to enforce the rules, regulations and procedures of the Authority against the Contractor and to cooperate with the Authority for the purposes of securing compliance with the rules, regulations and procedures of the Authority, where required.~~

[1. quat.~~quint~~. Contractors shall remain current in their implementation of Best Environmental Practices and Good Industry Practices~~,~~ and shall continually identify and implement solutions that reflect the most up-to-date Best Available Scientific Evidence and Best Available Techniques.]

[2. In accordance with the Exploitation Contract or the Parent Company Liability Statement, as the case may be, the Contractor and its Managing Company, shall have responsibility or [strict] liability for any damage arising out of;

(a) the Contractor's operations; or

(b) the operations of its subsidiaries or sub-contractors in the performance of the Plan of Work, and shall be held [strictly] liable for the actual amount of damage.]

[3. In the event that Contractors fail to comply with their payment obligations under these Regulations, their Managing Company shall be held responsible to effect such payments to the Authority on behalf of Contractors.]

4. The Contractor shall allocate sufficient resources and assign roles and responsibilities to implement their obligations under these Regulations.

~~[5. Sponsoring State shall take all legislative and administrative measures to assure that Contractors have all material, operative, and financial means to comply with the Exploitation Contract and these Regulations and that no corporate limitation shall present Contractors, holding and Ultimate Parent Companies to compensate damages and make the payment required by the Contractors under the Exploitation Contract and these Regulations.]~~

Comments

- It has been suggested to reformulate para 1 to reflect the hierarchy of the regulatory framework; this suggestion is reflected as para 1 Alt. **Action: The Council is invited to consider which alternative it prefers to continue to base its negotiations on.**
- It has been proposed by a delegation to insert a reference to Arts. 141 and 142 of the Convention in para 1. As para 1 already provides that the Contractor shall comply with the Convention and the 1994 Agreement, it is suggested not to single out particular obligations—even if very important—as doing so may create uncertainty as to why specific responsibilities are named while others are not.
- In paragraph 1 bis, the reference to "*Best Available Scientific Information*" has been deleted because the concept is already encompassed within the definition of "*Best Environmental Practices*."
- There are divergent views on retaining para 1 quat. In line with the comment made in relation to DR5, para 3(e), and based on the same rationale, the provision has been suggested deleted.

- On paras 2 and 3, there appears to be support for including Parent Company Liability Statements. Discussions remain ongoing, including on the definition of a managing company. Accordingly, paras 2 and 3 have been updated and remain in brackets.
- Para 5 concerns Sponsoring States' obligations and has therefore been placed in DR 5, as new para 6.

Rev.3 – Group submission (Intersessional Working Group on Regional Environmental Management Plans)

The changes of subparagraph 18bis(1) and (1)(Alt) set out above is based on a textual proposal submitted by the Intersessional Working Group on Regional Environmental Management Plans on 11 June 2026, facilitated by the Kingdom of the Netherlands.

Regulation 18 ter

[Suspension or] Ttermination of an Exploitation Contract

1. An Exploitation Contract can only be terminated:

(a) by the mutual [written] consent of the parties;

(b) by reason of termination of State sponsorship, pursuant to regulation 21 and without the Contractor having secured an alternative sponsorship;

(c) by the Contractor in accordance with the terms of the Exploitation Contract, as covered by section 10 of Annex X to these Regulations;

(d) by the Authority in accordance with the terms of the Exploitation Contract, as covered by section 12 of Annex X to these Regulations; [or]

[(e) by expiration of the term of the Exploitation Contract, without extension.]

2. Any [suspension or] termination of an Exploitation Contract by the Authority shall be by written notice to the Contractor, through the Secretary-General, which shall include a statement of the reasons for taking such action. [Unless a different time period is indicated in these Regulations,] the [suspension or] termination shall be effective [60 Days] after such written notice, unless the Contractor within such period disputes the Authority's right to [suspend or] terminate the Exploitation Contract in accordance with Part XI, Section 5, of the Convention, in which case the Exploitation Contract shall only be [suspended or] terminated in accordance with a final binding decision in accordance with Part XI, Section 5, of the Convention.

2. bis If the Contractor disputes the Authority's right to terminate the Exploitation Contract in accordance with Part XI, Section 5 of the Convention, the Exploitation activity may be suspended until a binding decision is issued pursuant to regulation 29 bis.

[3. Nothing in this regulation shall relieve the a Contractor of subsisting any of its obligations or liabilities y under its Exploitation Contract, for which and the Contractor

shall remain responsible and liable ~~to the Authority for the performance of his obligations under its Exploitation Contract~~ in the event of any termination.~~]~~

Comment

Many delegations supported that this DR should only concern termination and that suspension should be handled in DR 29 and DR 29 bis. Revisions have been made to that effect.

Regulation 19

Joint arrangements

1. Exploitation Contracts may provide for joint arrangements between a Contractor and the Authority through the Enterprise, in the form of joint ventures or production-sharing, as well as any other form of joint arrangement, which shall have the same protection~~s~~ [against revision, suspension or termination] as Exploitation Contracts with the Authority.

2. The Council shall enable the Enterprise to engage in ~~[exploration or exploitation activities]~~ activities in the Area effectively at the same time as the entities referred to in article 153, paragraph 2, subparagraph (b) of the Convention.

[2. bis Before approving any Exploitation Contract [that involves joint arrangement between a Contractor and the Authority through the Enterprise,][~~with an entity referred to in Article 153, paragraph 2(b), of the Convention,~~] the Authority shall adopt Standards and Guidelines:

(a) providing for joint arrangements between a Contractor and the Enterprise, pursuant to article 11 of Annex III of the Convention; and

(b) in relation to financial terms, to further the objective of enabling the Enterprise to engage in exploration or exploitation activities, pursuant to article 13, paragraph 1, subparagraph (e) of Annex III of the Convention.]

Comments

- Some delegations have requested enhanced implementation of the rights of the Enterprise with respect to Reserved Areas pursuant to Art. 9 of Annex III of the Convention and Section 2(5) of the Annex to the 1994 Agreement. Furthermore, it has been noted that the Council should address the matter of joint ventures, including the fact that Section II, para 2 of the 1994 Agreement does not provide a definition of joint venture agreements. **Action: The Council is respectfully invited to consider this matter further, e.g. by creating a smaller *ad hoc* working group.**
- It is noted that there appear to be divergent views regarding the inclusion of para 2 bis. It has been suggested that the issuance of any Exploitation Contract with an entity referred to in Art. 153(2)(b) of the Convention should not be contingent upon the Authority's adoption of Standards and Guidelines regarding joint arrangements with the Enterprise. Should the

Council prefer to retain para 2 bis, a proposal has been included to address concerns relating to joint arrangements that would apply only to contractors engaging in joint ventures with the Enterprise, which then should not delay approval in cases involving independent Contractors.

- Several delegations have suggested that Standards referenced in para 2 bis should be designated as Phase I Standards.

Regulation 20

Term and extension of Exploitation Contracts

1. The maximum initial term of an Exploitation Contract is [30][20] years from [Alt. 1: commencement of Commercial P~~p~~roduction]/[Alt 2: execution of the Exploitation Contract]/[Alt. 3: from the date of signing of the Exploitation Contract]. [Any]~~Each~~ extension period shall be a maximum of [5][10] years~~]~~.

1.bis The Commission may recommend to Council a shorter time period than the period mentioned in paragraph 1 of this regulation for the initial term of an Exploitation Contract in light of, amongst others, the expected economic life of the Exploitation Activities of the resource category.

2. An application to extend an Exploitation Contract shall be made in writing addressed to the Secretary-General and shall be made no later than ~~[~~2~~]~~ years before the expiration of the initial period [or ~~extension~~ extended period] of the Exploitation Contract.

3. When submitting an application to extend~~t~~ an Exploitation Contract, the Contractor shall supply a revised Plan of Work, a revision of all accompanying ~~plans~~ documents and information in accordance with regulation 7, as well as any such documentation as may be specified in the Standards and Guidelines. The [Secretary-General][or the Contractor] shall conduct a consultation process on the revised Plan of Work~~, with all States and Stakeholders~~ in accordance with regulations 93 bis and 93 ter.~~]~~

4. The Commission shall consider the application to extend an Exploitation Contract, along with any revised documents or responses prepared by the Contractor pursuant to regulation 93 ter~~bis~~, paragraph 9 [at its next meeting] provided the documentation required under paragraph 2~~3~~ or pursuant to regulation 93 ter~~bis~~, paragraph 9 has been circulated at least [60] Days prior to the commencement of that meeting of the Commission.

[4.ter The Commission shall submit its report and recommendations to the Council regarding an application to extend an Exploitation Contract no later than [120 Days] from the date of the completion of the requirements for review of updated Environmental Plans, in accordance with regulation 11, or from the date of the completion of the amendments to the revised or a new Plan of Work, in accordance with regulation 14, if any, whichever date occurs later.]

5. In making its recommendations to the Council under paragraph 6 below, the Commission shall examine and assess applications in accordance with regulation 12, against the criteria contained in regulation 13, and take account of any report on the review of the Contractor's activities and performance under a Plan of Work under regulation 58, as well as any other relevant information from, inter alia, performance assessments, annual reports, ~~and~~ environmental reports, inspection reports, compliance

reports, monitoring [data], [third-party or whistle-blower complaints], and legal actions against the C~~c~~ontractor.

6. The Commission [shall]/[may] recommend to the Council the approval of an application to extent an Exploitation Contract, and an Exploitation Contract [shall]/[may] be extended by the Council provided that:

~~(a) [The term of extension reflects the expected economic life of the mining project, taking into consideration such factors as the depletion of the ore, the useful life of mining equipment and processing facilities and commercial viability.]~~

(b) t~~T~~he Contractor is in compliance with the terms of its Exploitation Contract and the rules, regulations and procedures of the Authority;

(b) bis t~~T~~he Contractor's [~~final] report~~] application to extend an Exploitation Contract sufficiently demonstrates that the Contractor has met and complied with all [related environmental obligations including environmental ~~Strategic Environmental Goals and, Objectives, and~~ thresholds] and ~~can~~ demonstrates that the Preservation Reference Zone~~RZ~~s and Impact Reference Zones~~IRZs~~ met their objectives, and that the Contractor's application for an extension includes designation of suitable Preservation Reference Zones~~RZs~~ and Impact Reference Zones~~IRZs~~ for the extension period in accordance with Annex X bis;~~.~~

(b) ter the cumulative environmental impact [~~does not exceed~~][is not inconsistent with] the threshold set by the applicable Regional Environmental Management Plan as a result of the extension and that such extension does not hinder the achievement of the strategic and regional environmental goals and objectives;

(c) ~~T~~the Exploitation Contract has not been terminated earlier;

[(c) bis ~~T~~the Contractor is able to demonstrate that all related contractual obligations, such as the requirement to maintain insurance coverage at all times during the conduct of Exploitation activities, will extend or continue to remain in force for the duration of the extension period;~~.~~]

(d) ~~T~~the Contractor has paid the applicable fee[~~ in the amount specified in appendix II~~];

(e) [~~T~~the Sponsoring State has reconfirmed their sponsorship of the Contractor by reissuing their certificate of sponsorship; and~~.~~]

(e) bis [~~T~~the Council is satisfied that the requirements of regulation 13 will be met.]

7~~8~~. Any extension of an Exploitation Contract shall be effected by the execution of an instrument in writing by the Secretary-General or duly authorized representative as requested by the Council, and the Designated Representative or the authority designated under regulation 5, paragraph 2. The terms of an extended Exploitation Contract shall be those set out in the standard Exploitation Contract annexed to these Regulations that is in effect on the date that the Council approves the extension application.

8. An Exploitation Contract in respect of which an application for extension has been made [shall]/[may], despite its expiry date, remain in force until such time as the extension application has been considered and its extension has been granted or refused unless the Council decides otherwise. [Notwithstanding this, during this period following the expiry of an Exploitation Contract and pending the consideration and decision on the extension request, the Contractor shall suspend Exploitation activities.]

Comments

- There was broad support for using the term "*renewal*" instead of "*extension*"; to ensure consistency, that usage has been applied throughout the FRCT.
- In para 1, there are divergent views on the starting point from which the term of the Exploitation Contract is to be calculated. **Action: The Council is invited to decide between the three alternatives.**
- Divergent views have been presented in respect of para 4 ter. Some delegations consider the proposed timeline too strict and have suggested that, if the para is retained, it should accommodate the possibility for the LTC to extend the timeline where necessary.
- It has been proposed to delete subpara 6(a) on the basis that it constitutes a commercial deliberation rather than a regulatory decision.
- It has been proposed to delete subpara 6(c) bis, as its substance is already encompassed by the requirement in subpara 6(b) for compliance with the Exploitation Contract and applicable rules, regulations and procedures.
- Subpara 6(b) ter is a reinsertion of text previously contained in the Suspense Document and requested by several delegations during the first part of the thirtieth session. **Action: The Council is invited to consider whether this subpara should be retained.**
- The reference to appendix II is omitted since this appendix no longer is anticipated. It has been suggested by several delegations to place the applicable fees in a separate decision of the Council.
- Throughout this DR, the Council must decide whether it should use "*shall*" or "*may*". In para 8, some delegations have shown flexibility but suggested the insertion of a maximum duration if "*shall*" is retained.

Rev.3 – Group submission (Intersessional Working Group on Regional Environmetal Management Plans)

The amendment of subparagraph 20(6)(bter) set out above is based on a textual proposal submitted by the Intersessional Working Group on Regional Environmental Management Plans on 11 June 2026, facilitated by the Kingdom of the Netherlands.

Regulation 21

Termination of sponsorship

1. Each Contractor [~~that is not the Enterprise or a State Party~~] shall ensure that it [~~is sponsored by a State or States, as the case may be,~~] has the appropriate sponsorship throughout the duration~~period~~ of the Exploitation Contract~~ in accordance with Article 153(2)(b) of the Convention and Regulation 6, and to the extent necessary that it complies with Regulations 6 (1) and (2).~~. No activities under an Exploitation Contract may be carried out in the absence of the appropriate sponsorship.

2. Without prejudice to any terms, rights or obligations between a State Party and a Contractor under the terms of sponsorship, if a State Party [~~or States~~] terminates its sponsorship of a Contractor, it shall within [7]/[14] Days provide the Secretary-General with a written notice [describing the reasons for such termination and the date the termination is to take effect].

~~[~~2. bis If the reasons for termination of sponsorship include ~~[~~material~~]~~ non- compliance with its terms of sponsorship, the Contractor must [immediately] [upon receiving a suspension notice], suspend its Exploitation activities until the Council has considered the matter in accordance with paragraph 6 below. ~~Regulation 29 bis ter.]~~

3. In the event of any termination of sponsorship the Contractor may, prior to the termination date referred to in paragraph 2 above obtain ~~another Sponsoring State or States in accordance with the requirements of Regulation 6, and in particular in order to comply with Regulation 6 (1) and (2).~~ the sponsorship of another State Party or States Parties, whose sponsorship shall meet the requirements of regulation 6 as if the Contractor were an Applicant. The Contractor ~~Such State or States~~ shall submit a certificate or certificates of sponsorship in accordance with regulation 6 as if the Contractor were an Applicant. ~~The Exploitation Contract terminates automatically if the Contractor fails to obtain a Sponsoring State or States within the required period.~~

3. bis In the event ~~that the Contractor is able, within the relevant period, to obtain another Sponsoring State or States in accordance with paragraph 3, the Authority shall deal expeditiously with any consents that are required as a result under Regulations 23 or 24.~~ of termination by a Sponsoring State of its sponsorship of a Contractor with more than one Sponsoring State, any other Sponsoring State may continue its sponsorship if the Contractor continues to be its national or effectively controlled by that State or its national. Any such Sponsoring State shall issue an updated certificate of sponsorship prior to the termination date referred to in paragraph 2 above, which the Contractor shall submit to the Authority in accordance with regulation 6 as if the Contractor were an Applicant.

3. ter The Exploitation Contract terminates on the termination date referred to in paragraph 2 above unless a certificate or certificates of sponsorship has or have been submitted in accordance with paragraph 3 and is or are under consideration by the Authority in accordance with paragraph 3. quat, in which case the Exploitation Contract shall only terminate if the Council decides the Contractor does not have appropriate sponsorship. Such termination shall take effect immediately on the date of the Council decision.

3. quat If a certificate or certificates of sponsorship has or have been submitted in accordance with paragraph 3, the Commission shall review whether the Contractor has the appropriate sponsorship and issue a recommendation to the Council, which shall decide whether the Contractor has appropriate sponsorship.

4. A Sponsoring State is not discharged from any obligations accrued while it was a Sponsoring State by reason of ~~the~~ termination of its sponsorship nor shall such termination affect any legal rights and obligations created during such sponsorship.

5. The Secretary-General shall [notify the members of the Authority]~~[~~within 7 Days~~]~~ of receipt of any notice under paragraphs 2, 3 or 3 bis. ~~notify, the members of the Authority of a termination or change of sponsorship.~~

6. After a Sponsoring State has given a written notice in accordance with paragraph 2 above, the Council, based on the recommendations of the Commission [and the Compliance Committee], ~~which~~ shall take into account ~~of~~ the reasons for the termination of sponsorship, especially where the termination of sponsorship ~~also~~ equates to a material breach of the terms of the Exploitation Contract.~~,~~ The Council [may], pursuant to regulation 103, require the Contractor ~~pursuant to Regulation 103~~ to take remedial action or other steps, including ~~to~~ suspension~~d~~ of ~~its~~ Exploitation activities. Such remedial action or suspension shall continue until ~~such time as [~~the Contractor has demonstrated ~~proved~~ to the satisfaction of the Council that the [material] breach of the Exploitation Contract has been addressed, ~~and~~ a new certificate of sponsorship is submitted [and ~~that~~ the Contractor ~~has proved that it~~ is operating in compliance with the Exploitation Contract].

7. ~~[~~Nothing in this regulation shall relieve a Contractor of any obligation or liability under its Exploitation Contract, and the Contractor shall remain responsible and liable to the Authority for the performance of its obligations under its Exploitation Contract in the event of any termination of sponsorship.~~]~~

~~8. [If a Sponsoring State terminates its sponsorship of a Contractor, this [is without prejudice too] the sponsorship for that Exploitation Contract by any other Sponsoring State].~~

Comments

- For good order, it is noted that several delegations have reserved their comments in respect of effective control pending further consideration of this cross-cutting issue. The joint proposals of the United Kingdom of Great Britain and Northern Ireland and the Kingdom of the Netherlands and the outcome of the IWG on EC has been incorporated into this revision of DR 21.
- In paras 2. bis and 6, divergent views persist regarding the inclusion of the term "material", as the criteria for its determination remain unclear. Divergence also persists concerning whether the last sentence of para 6 should be retained.

Regulation 22

Use of Exploitation Contract as security

1. The Contractor may ~~[~~solely for the purpose of raising financing to effect its obligations under an Exploitation Contract and only with the prior consent of the Sponsoring State or States and of the Council ~~[which consent shall not be unreasonably withheld or delayed]~~, based on the recommendations of the Commission~~]~~, mortgage, pledge, lien, charge or otherwise encumber all or part of its interest under an Exploitation Contract. The Council's consent shall not be unreasonably withheld or delayed.

2. The Contractor shall, when seeking the consent of the Council, and in its annual reports submitted in accordance with regulation 38, disclose to the Council and Commission the terms and conditions of any such encumbrance referred to in paragraph

1 above and its potential impact on the activities under the Exploitation Contract in the event of any default by the Contractor.

3. As a condition to giving consent under this regulation, the Authority shall request evidence that the beneficiary of any encumbrance referred to in paragraph 1 above agrees either, upon foreclosure, to undertake Exploitation activities in accordance with the requirements of the Exploitation Contract and these Regulations, in which case the beneficiary must fulfil the requirement of paragraphs 4 and 5 of regulation 23 or that such a beneficiary shall transfer the mortgaged property only to a Transferee that fulfils the requirements of paragraphs 4 and 5 of regulation 23 as determined by the Commission.

~~[~~4. The Council may require that the beneficiary of the encumbrance referred to in paragraph 1 above:

(a) shall subscribe to any internationally adopted standards for the extractive industries which are widely accepted including environmental and social governance standards, with reference to relevant Standards and Guidelines where relevant; or/and

(b) shall be properly regulated through a national financial conduct authority in accordance with the Guidelines.~~]~~

5. A Contractor shall file with the Seabed Mining Register [a summary of any agreement]/[the agreement] that results or may result in a transfer or assignment of an Exploitation Contract, part of an Exploitation Contract or any interest in an Exploitation Contract, including registration of any security, guarantee, mortgage, pledge, lien, charge or other encumbrance over all or part of an Exploitation Contract. Nothing in this regulation shall relieve a Contractor of any obligation or liability under its Exploitation Contract.

6. The Authority shall not provide any funds or issue any guarantees or otherwise become liable directly or indirectly in the financing of the Contractor's obligations under an Exploitation Contract.

Comment

Clarification has been provided in para 1 as to whose consent shall not be unreasonably withheld or delayed. It is assumed that this stipulation applies to the Council, not the Sponsoring State, and it has been updated accordingly.

Regulation 23

Transfer of rights and obligations under an Exploitation Contract

1. [A Contractor may transfer its rights and obligations under an Exploitation Contract in whole or in part only with the prior written consent of the ~~[~~Sponsoring State, and the~~]~~ Council [[[, such consent not to be unreasonably withheld]](CRI del), based on the recommendations of the Commission [and with notification to the Sponsoring State].]/[The consent of the Council shall be based on the recommendations of the Commission and shall not be unreasonably withheld.]] **(FRA, BGD, MEX del)**

[1. Alt. A Contractor may transfer its rights and obligations under an Exploitation Contract, in whole or in part, only with the prior consent of the Sponsoring State and the Council **and the Transferee has secured sponsorship of the State/s (IND)**. The

consent of the Council shall be based on the recommendations of the Commission and [shall not be unreasonably withheld] **(CRI del)**.](**FRA, BGD, MEX keep)**

2. The Contractor and Transferee shall jointly inform the Secretary-General of any application to transfer the rights and obligations under an Exploitation Contract. The Secretary-General shall transmit that application to the Commission, which shall give its recommendation to the Council.

3. [The Commission shall consider and [decide whether to] recommend to the Council that the Council consent to the application for consent to transfer at its next meeting[, provided that the documentation has been circulated at least 30 Days prior to that meeting] / [within 90 Days of the receipt application date].] **(FRA del)(MEX del)**

[[3. Alt. Provided that the documentation has been circulated at least [30] / [90] Days in advance, the Commission shall consider at its next meeting and decide whether to recommend to the Council that the Council consent to the application for consent to transfer.]] **(FRA del)(MEX keep)**

[[3. Alt. 2. The Commission shall consider and decide whether to recommend to the Council that the Council consent to the application for transfer within 90 Days of receiving the relevant application.]] **(FRA keep)(MEX del)**

4. An application to transfer the rights and obligations under an Exploitation Contract shall be subject to the requirements under regulations 5, 6, 13 and 15~~-16~~.

4. bis If at the time of the transfer a Material Change arises this [should] / [shall] be addressed in accordance with regulation 57.

5. The Commission shall not recommend approval of the transfer if it would:

(a) involve conferring on the Transferee a Plan of Work, the approval of which would be forbidden by article 6, paragraph 3, subparagraph (c), of ~~the~~ Annex III to the Convention; ~~or~~

[[(b) allow the Transferee to Monopolize the conduct of activities in the Area [with regard to the Resource category covered by the Exploitation Contract or to Monopolize or significantly control the production of any single Mineral or ~~m~~Metal produced globally; ~~or~~]]]**(FRA, IND, PHL del)(CRI proposes to move to para 8)(MEX keep)(CHN res)**

[(b) Alt. allow the Transferee to [obtain significant control ~~-~~or]**(RUS del)** Monopolize the Exploitation activities in the Area, or permit the Transferee, its holdings, subsidiaries, affiliated and ultimate parent companies to obtain [significant control]**(IND res)**, market dominance or monopoly in the production of any single mineral or Metal produced globally;~~.~~](**FRA, IND, PHL keep)(MEX del)(CHN res)**

(c) if any circumstances under regulations 15[, paragraph 2, or] paragraph 3 are applicable; or~~.~~

[(d) be foreseen that neither the Managing Company of the Contractor nor the Managing Company of the Transferee will issue a Parent Company Liability Statement.](**FRA keep and refer to 18bis**)

6. Where the Exploitation Contract is subject to an encumbrance registered in the Seabed Mining Register, the Commission shall not recommend consent to the transfer unless it has received evidence of consent to the transfer from the beneficiary of the encumbrance.

[6. bis **In accordance with the applicable Standard (CRI)** The Authority shall levy a Transfer Profit Share, on any gain realised from the direct or indirect transfer of rights under an Exploitation Contract [in accordance with the applicable Standard].]

[6. ter The effective operation of the Transfer Profit Share referenced in the above paragraph shall follow the provisions included in the applicable Standard.]

[6. bis/ter. Alt. The Authority shall levy a Transfer Profit Share on any gain realized

from the direct or indirect transfer of rights under the Exploitation Contract. The effective operation of the Transfer Profit Share shall follow the provisions included in the applicable Standard.]

7. Where the Commission determines that the requirements of paragraphs [4, 5, 6 and 7]/[4 and 5] of this regulation have been fulfilled, it shall recommend approval of the application for consent to the Council. In accordance with article 20 of the Annex III to the Convention, the Council shall not withhold consent to a transfer if the requirements of this regulation are complied with. Once the Council has received a recommendation from the Commission, the Council shall inform the Contractor **and the Transferee (FRA)** of the Council's decision within 30 Days.

8. A transfer is validly effected only upon:

Bis Securing state sponsorship by the Transferee (IND)

(a) e~~E~~xecution of the assignment and novation agreement between the Authority, the transferor and the Transferee;

(b) p~~P~~ayment of the prescribed transfer fee [~~pursuant to appendix II~~]; ~~and~~

(c) r~~R~~ecording by the Secretary-General of the transfer in the Seabed Mining Register; and~~.~~

(d) p~~P~~ayment of the Transfer Profit Share in accordance with paragraph 6bis~~7~~ of this regulation and the applicable Standard. **(CRI to send proposal for additional 3 elements)**

9. The assignment and novation agreement shall be signed on behalf of the Authority by the Secretary-General or by a duly authorized representative, and on behalf of the transferor and the Transferee by their duly authorized representatives.

[9. bis If a Contractor initiates a transfer of its rights and obligations under an Exploitation Contract to another entity without prior written consent of the Sponsoring State and the Council, the Exploitation Contract shall terminate.]

[~~10. The Exploration Regulations on Transfer of Rights and Obligations are hereby amended as set out in the provisions of this Regulation and all applicable Standards and relevant Guidelines. These amendments supersede and replace the relevant Exploration Regulations on Transfer of Rights and Obligations. In the event of any inconsistency between the two sets of Regulations and applicable Standards, the Exploitation Regulations above shall prevail.~~]

Comments

- During the thirtieth session, delegations continued to hold opposing views on the inclusion of "*consent not to be unreasonably withheld*" by the Sponsoring State and by the Council under para 1. **Action: Council must decide on whether it should be included.**
- Some delegations have proposed an alternative subpara 5(b), emphasizing that monopolization by the Transferee or its parent company must be precluded. **Action: The Council is invited to consider whether a definition of "*Affiliate*" is required.**
- Some delegations have proposed a new subpara 5(d) concerning the issuance of a Parent Company Liability Statement by the Managing Company of the Transferee. **Action: The Council is invited to determine the scope of Annex XI in this regard.**

- It has been suggested to place content in paras 6bis and 6ter under DR 23 or DR 64 quin. In this regard, it is noteworthy that elements concerning the Transfer Profit Share may be addressed in an applicable Standard. **Action: Council is invited to decide on such replacement.**
- In view of the absence of a specific sanction for initiating a transfer without the consents required under para 1, a new para 9bis has been proposed.
- Some delegations noted concerns, in particular that taxation arising from the transfer of shares is a domestic matter and should be treated as such. A delegation further observed that the obligation to share benefits is stipulated under DR 13(18), that the Transfer Profit Share does not fall within the scope of Commercial Production activities, and that the transfer of rights and obligations under an Exploitation Contract should not be considered an "*activity in the Area*" under the Draft Regulations. Some delegations expressed concerns regarding the application of provisions designed for Exploitation Contracts to Exploration Contracts. Given the fundamentally distinct mechanisms underlying each type of activity, para 10 is not consensual at this stage.

Regulation 24

Change of Control

1. Where there is a Change of Control of ~~the~~ a Contractor, or ~~there is~~ a Change of Control in an~~y~~ entity providing an Environmental Performance Guarantee on behalf of a Contractor, the Contractor shall, as soon as reasonably practicable [prior to the Change of Control] [~~but no later than 24 hours,~~] notify the Secretary-General and the Sponsoring State or States ~~in advance of such Change of Control~~. The Contractor shall provide the Secretary-General and the Sponsoring State or States with any changes to the information required of Applicants in Annex 1, Section 1 resulting from the proposed ~~such details as he or she shall reasonably request of the~~ Change of Control. ~~[including whether or not the Change of Control affects the Contractor's nationality or State of Effective Control].~~ On receipt of such notification and any further information ~~details~~ pursuant to this paragraph, the Secretary-General shall [within 7 Days]/[immediately] notify the Commission and the Council.

1.bis Where there is a proposed Change of Control of a Contractor, regulation 21, paragraph 1, regulation 21, paragraph 3, regulation 21, paragraph 3.bis, regulation 21, paragraph 4 and regulation 21, paragraph 7 shall apply *mutatis mutandis* and the Contractor shall have the appropriate **certificate of (IND)** sponsorship **and parent company and liability statement (IND)** in place– prior to the Change of Control. Failure to have the appropriate **certificate of (IND)** sponsorship **and parent company liability statement (IND) [**in place**] (IND del)** results in the automatic termination of the Exploitation Contract upon the Change of Control**[**, unless a State Party or States Parties have submitted a certificate or certificates of sponsorship and the Commission or Council, as applicable, is still reviewing whether the Contractor has the appropriate sponsorship**] (IND del)**.

1.ter If a State Party or States Parties have submitted a certificate or certificates of sponsorship and the Commission or Council, as applicable, is still reviewing whether the **[**Contractor**] (IND del) transferee (IND)** has the appropriate sponsorship and a **[**Contractor**] (IND del) transferee (IND)** proceeds with a Change of Control before the Council has decided that the **[**Contractor**] (IND del) transferee (IND)** has the

appropriate sponsorship, no activities under an Exploitation Contract may be carried out until the Council has decided that the [Contractor] **(IND del) transferee (IND)** has the appropriate sponsorship. If the Council decides that the [Contractor] **(IND del) transferee (IND)** lacks the appropriate sponsorship or does not have the operational or financial capability to meet its obligations under its Exploitation Contract, or its Managing Company will not have the capability to meet its obligations under the Parent Company Liability Statement, but the Change of Control has already occurred, the Exploitation Contract shall terminate automatically.

2. After [considering information and documents and] consulting the Contractor or entity providing the Environmental Performance Guarantee, as the case may be, the Commission shall:

(a) determine whether, following a Change of Control of the Contractor or the entity providing the Environmental Performance Guarantee, the Contractor will continue to be able, to meet its obligations under the Exploitation Contract or Environmental Performance Guarantee, in which case the Exploitation Contract shall continue to have full force and effect;

[(a)bis determine whether the Contractor will have the appropriate sponsorship after the Change of Control;]

[(b) [(b) determine the identity of any Managing Company of the Contractor, **following the change of control, which managing company shall, prior to the change of control taking effect for the purposes of these regulations, execute and deliver to the Authority a Parent Company Liability statement effective as of the change of control (SLE-AFR)** which shall be required to issue a Parent Company Liability Statement effective as of the Change of Control; determine the identity of any Managing Company of the Contractor, which shall be required to issue a Parent Company Liability Statement effective as of the Change of Control; In the case of a Contractor, treat a Change of Control as a transfer of rights and obligations in accordance with the requirements of these Regulations, in which case Regulation 23 shall apply be it that, further to Regulation 23, the party that will come to qualify as the Contractor's Managing Company shall issue a Parent Company Liability Statement effective as of the Change of Control;]

[(b) bis No change of control shall take effect for the purposes of these regulations, unless:

(i) the contractor continues to have the appropriate sponsorship;

(ii) any environmental performance guarantee required under these regulations remains valid and enforceable;

(iii) the parent company liability statement required under paragraph 2(b) has been duly executed and delivered to the Authority. (SLE-AFR)]

[(c) in the case of an entity providing an Environmental Performance Guarantee, require the Contractor to lodge a new Environmental Performance Guarantee in accordance with regulation 26, within such time frame as the [Commission] shall stipulate]; and

(d) Confirm with the Sponsoring State, [through the Secretary General,] whether its sponsorship continues, or require a written notice under Regulation 21 bis, where sponsorship has terminated; and

[(e) provide a report on any developments pertaining to this paragraph to the Council at its next meeting.]

[3. The Contractor, if applicable, shall provide the Secretary-General confirmation of the Sponsoring State that its sponsorship continues. On receipt of such confirmation, the Secretary-General shall promptly notify the Commission and the Council. If the Sponsoring State decides to terminate its sponsorship, a written notice under Regulation 21 is necessary. A Contractor shall obtain a sponsorship of another Sponsoring State or States in accordance with the requirements of Regulations 6 and 21(3).]

4. Where the [Commission] determines that, following a Change of Control, a Contractor may not have the [operational or] financial capability to meet its obligations under its Exploitation Contract or lacks the appropriate sponsorship, [or its Managing Company will not have the capability to meet its obligations under the Parent Company Liability Statement], the Commission shall submit a report of its findings and recommendations to the Council. [The Council shall consider the matter at its next meeting with a view to taking a decision in accordance with this regulation.]

5. Where the Council decides that a Contractor may not have the operational or financial capability to meet its obligations under its Exploitation Contract, or lacks the appropriate sponsorship, or its Managing Company will not have the capability to meet its obligations under the Parent Company Liability Statement, the Contractor may decide not to proceed with the Change of Control, in which case the Exploitation Contract remains in full force and effect. 5 bis. This regulation shall apply mutatis mutandis to a Change of Control of an Applicant.

5. bis. This regulation shall apply *mutatis mutandis* to a Change of Control of an Applicant.

Comments

- The joint proposal by the United Kingdom of Great Britain and Northern Ireland and the Kingdom of the Netherlands and the outcome of the work of the IWG on EC have been included.
- On a general note, it has also been suggested to consider whether DR 24 could be refined to better distinguish between different types of changes of control that can or cannot be notified in advance of the actual change occurring. **Action: The Council is invited to consider whether such situations should be accommodated.**
  Several delegations have suggested deleting subpara 2(b), as it appears to treat a change of control as equivalent to a transfer of contractual rights and obligations.

Regulation 24 bis

Change of Nationality

1. If a Contractor wishes to change its nationality, or if a Controlling National wishes to change its own nationality or that of its Contractor, the Contractor shall, as soon as reasonably practicable prior to the proposed Change of Nationality, notify the Secretary-General and its Sponsoring State or States, as applicable. The Contractor shall provide

the Secretary-General and the Sponsoring State or States with such details as may reasonably be requested of the Change of Nationality. On receipt of such notification and any further details pursuant to this paragraph, the Secretary-General shall within 7 Days notify the Commission and the Council.

2. Where there is a proposed Change of Nationality of a Contractor or a Controlling National, the State Party or States Parties, as applicable, that become the new State of nationality of the Contractor or the Controlling National shall submit a certificate or certificates of sponsorship in accordance with regulation 6 as if the Contractor were an Applicant. Regulation 15, paragraph 2(e), ~~R~~regulation 21, paragraph 1, regulation 21, paragraph 3, regulation 21, paragraph 3.bis, regulation 21, paragraph 4 and regulation 21, paragraph 7 shall apply mutatis mutandis to this situation.

3. The Contractor must have the appropriate sponsorship prior to the Change of Nationality of itself or of the Controlling National. Failure to have the appropriate sponsorship in place results in the automatic termination of the Exploitation Contract upon the Change of Nationality.

4. After considering information and documents and consulting the Contractor or its Controlling National, as applicable, the Commission shall submit a report of its findings and recommendations to the Council. The Council shall consider the matter at its next meeting with a view to taking a decision on whether the Contractor will have the appropriate sponsorship upon the Change of Nationality.

5. This regulation shall apply mutatis mutandis to a Change of Nationality of an Applicant or its Controlling National.

Comment

This is a new joint textual proposal by the United Kingdom of Great Britain and Northern Ireland and the Kingdom of the Netherlands, to regulate the situation in which a Contractor or a Controlling National of a Contractor changes nationality.

Section 2

Matters relating to production

Regulation 25

Documents to be submitted prior to [commercial] production

1. At least 12 months prior to the proposed commencement of Commercial Production [~~Sustained Large scale Recovery Operations~~], the Contractor shall provide to the Secretary-General a [bankable] Feasibility Study prepared in accordance with ~~[Annex] and Good Industry Practice, and~~ the applicable Standard and taking into ~~[~~account the Guidelines [as well as ~~the results of~~ the ~~Test [~~Pilot~~]~~ Mining ~~study~~ Report and the updated Environmental Plans, pursuant to regulation ~~[~~48 ter~~-Alt.~~bis]~~, paragraph 2 or 3, as applicable,~~ and in accordance with Annex [IV ter]. ~~and the Secretary General shall submit this matter to the Commission.~~

[1. bis The Contractor shall conduct consultation on the Feasibility Study with all States and Stakeholders in accordance with regulations 93 bis and 93 ter.]

1. ter Provided the procedure under regulations 93 bis and 93 ter has been completed, the Commission shall review the Feasibility Study and determine whether any Material Change needs to be made to the Plan of Work, [and it should promptly inform the Contractor, which shall prepare and submit to the Commission [through the Secretary-General] a revised Plan of Work.

2. Regulation 57 shall apply to a revised Plan of Work submitted by the Contractor under paragraph 1.

3. The Contractor [shall] not commence Commercial Production in any part of the Area covered by the Plan of Work until either:

(a) the Commission has determined that no Material Change to the Plan of Work needs to be made [pursuant to paragraph 1 ter.]; or

(b) in the event that a Material Change is made, the Council has given its approval to the revised Plan of Work pursuant to paragraph 2 above; and the Authority has confirmed lodgement of an Environmental Performance Guarantee in accordance with regulation 26.

Regulation 25 Alt.
Documents to be submitted prior to production

1. A Contractor must obtain the agreement of the Council before commencing Commercial Production.

2. At least 12 months prior to a proposed date of commencement of Commercial Production, the Contractor shall notify the Secretary-General of its intention to commence Commercial Production on that date.

3. The notification from the Contractor under paragraph 1 shall, taking into account any new information obtained since the award of the Exploitation Contract, include either:

(a) a confirmation that no amendment to the Plan of Work is required, or

(b) a Plan of Work revised in accordance with regulation 57.

4. The Secretary-General shall promptly forward the notification to the Commission and the Council. The Commission shall conduct a consultation with Stakeholders and shall prepare a report and recommendation to the Council on whether to agree to the proposed date of commencement of Commercial Production, in accordance with the applicable Standards and taking into account the Guidelines.

5. The Council shall decide, giving reasons, whether to agree to the proposed date of Commercial Production. Where the decision is not to agree to commencement of Commercial Production, the Council shall indicate any actions it requires from the Contractor to progress towards a new date of commencement of Commercial Production. The Contractor shall comply with the decision of the Council.

Comments

- It has been suggested to omit the reference to Good Industry Practice, as this will be addressed under the applicable standard and guidelines.
- It has been suggested to reconsider this DR at a conceptual level, including the scope and content of the Feasibility Study in this context. An alternative proposal has been put forward to address concerns with the original draft. **Action: The Council is invited to consider the preferred basis on which to continue its discussions.**

Regulation 26

Alt. 1 Environmental Performance Guarantee / Alt. 2 Decommissioning and Emergency Response Guarantee/Alt. 3 Closure Guarantee

1. A Contractor shall lodge an Environmental Performance Guarantee in favour of the Authority ~~[and no later than [30/60 Days before] the commencement date of Commercial Production] / [~~on execution of the Exploitation Contract~~] in the Mining Area.~~.

2. The required form and amount of the Environmental Performance Guarantee shall be included in the Plan of Work ~~[assessed and recommended by the Commission and] determined [by the Council] [at the time the Council approves the Plan of Work for Exploitation activities]~~ according to the applicable Standards and take into account the Guidelines~~,~~ and shall reflect the forecasted costs required for implementation of the Contractor's Closure Plan and Emergency Response and Contingency Plan.

3. [The amount of an Environmental Performance Guarantee may be provided by way of instalments over a specified period]~~ [or a Performance Security provided by the qualified commercial bank]~~. ~~[~~In such cases, C~~c~~ommercial P~~p~~roduction may only commence once the full amount has been provided.~~]~~

[3. bis The Environmental Performance Guarantee shall take the form of a letter of credit or security bond ~~guaranteed by a reputable financial institution~~ and meet the other financial criteria~~s~~ provided for ~~set out~~ in the ~~applicable~~ Standard.~~ and take into consideration Guidelines.~~]

4. The amount of the Environmental Performance Guarantee shall be reviewed by the Commission and updated by the Contractor ~~[every five years]~~:

(a) where the Closure Plan is updated in accordance with these Regulations; or

(b) as the result of:

(i) a~~A~~ performance assessment under regulation 52;

(ii) a~~A~~ modification of a Plan of Work under regulation 57; or

(iii) a~~A~~ review of activities under a Plan of Work under regulation 58;

(c) at the time of review by the Commission of a Final Closure Plan under regulation 60.

[(d) [at least every [five] years to consider whether the likely cost of the activities outlined in paragraph 2 have substantially increased, taking into account inflation and other market or economic conditions that may impact on the amount of the Environmental Performance G~~g~~uarantee that must be held.]

~~[~~(e) at each extension of the Exploitation Contract; and

(f) at a~~A~~ny time that the Environmental Performance Guarantee, or any part of it, is used or drawn upon.~~, and]~~

~~(g) Inflation and other market or economic conditions impact on the amount of the guarantee that must be held.~~

5. A Contractor shall, as a result of any review under paragraph 4 above, recalculate the amount of the Environmental Performance Guarantee within 60 Days of a review date and submit this calculation to the Secretary General for forwarding to the Commission for their review. ~~[~~The Commission shall promptly assess and make appropriate recommendations to the Council, which shall determine the revised amount. Within 30 Days, the Contractor shall~~]~~ lodge a revised Environmental Performance ~~g~~Guarantee in favour of the Authority.

6. The Authority shall hold such guarantee in accordance with its policies and procedures, which shall provide for:

(a) t~~T~~he repayment or release of any Environmental Performance Guarantee, or part thereof, upon compliance by the Contractor ~~of~~with its obligations that are the subject of the Environmental Performance Guarantee; ~~or~~

(b) t~~T~~he forfeiture of any Environmental Performance Guarantee, or part thereof, where the Contractor fails to comply with such obligations; and~~.~~

[(c) t~~T~~he replenishment of any Environmental Performance Guarantee, or part thereof, by the Contractor should the Authority need to make recourse to the Environmental Performance Guarantee.]

7. The requirement for an Environmental Performance Guarantee under this regulation shall be applied in a uniform and non-discriminatory manner.

8. [The lodging of an Environmental Performance Guarantee does not relieve the Contractor of its obligations that are subject of this regulation.] [Refusal or reluctance on the part of the Contractor to fulfil such obligation shall be subject to the relevant compliance measures under these Regulations]. The provision of an Environmental Performance Guarantee by a Contractor shall not affect the responsibility and liability of the Contractor under its Exploitation Contract and does not relieve the Contractor of its obligations that are subject of this regulation. [Should the Authority be compelled to make recourse to the Environmental Performance Guarantee due to any non-compliance by the Contractor of its obligations that are the subject of the Environmental Performance Guarantee, the Contractor remains liable to the Authority for any direct, incidental or additional costs incurred by the Authority.]

Comments

- Some delegations have proposed deleting the reference in para 1 to the execution of the contract, noting that several years may elapse between

contract execution and the commencement of commercial production and that risk exposure becomes most material upon commencement of commercial production. Other delegations maintain that the guarantee should be in place at the time of contract execution.

- A Regional Group has proposed allowing Contractors to make payments in instalments prior to the commencement of commercial production. **Action: The Council may wish to consider this option, including a possible instalment mechanism, with a view to balancing risk coverage, administrative practicality and the need for early assurance.**
- It has been proposed to simplify para 2 on the basis that several of its elements are already addressed in DR 7 and DR 13. The Council may wish to consider whether cross-references and consolidation could avoid duplication while preserving substantive safeguards.
- With respect to para 3, some delegations have suggested deleting the reference to a "*qualified commercial bank*,' noting that the level of detail concerning eligible institutions may be more appropriately addressed in a standard or guideline**. Action: The Council should consider relocating such technical criteria to the Standard while ensuring that prudential and creditworthiness requirements remain robust.**
- It has been suggested to move the regulatory detail currently reflected in para 3 bis to a standard. Developing such a standard could promote clarity, uniform application and technical consistency, while allowing the DR to remain principle-based. This approach has been reflected in the current revised form; alternatively, the Council could consider omitting para 3 bis.
- With respect to subpara 6(c), divergent views have been expressed. Some delegations consider that, if retained, the provision would benefit from greater clarity regarding scope, triggers and process. The Council may wish to explore options to refine the drafting or, alternatively, to address the underlying policy objective in a standard.
- Divergent views have also been expressed concerning para 8. Some delegations favor its retention, including the bracketed text, whereas others propose deletion on the basis that subpara 2(a)(a)(quat.) already articulates the principle of uniform and non-discriminatory application across the Draft Regulations**. Action: The Council may wish to consider whether para 8 provides useful emphasis in this context or whether the objective is adequately achieved through the general provision, possibly with a cross-reference to avoid redundancy.**

Regulation 27

Commencement of Commercial Production

1. Where the requirements of regulation 25 are satisfied and the Contractor has lodged an Environmental Performance Guarantee in accordance with regulation 26, the Contractor, consistent with Good Industry Practice, shall make reasonable efforts to

bring each Mining Area into Commercial Production in accordance with the Plan of Work.

2. The commencement of Commercial Production shall be based on the maintenance of a certain level of production capacity for a specified number of days in accordance with the applicable Standard.

3. Any failure on the part of the Contractor to comply with this regulation and the applicable Standard may be considered under the gGeneral anti-avoidance rule established pursuant to regulation 77 and other applicable rules, regulations, and procedures of the Authority.

[4. The definition of commencement of Commercial Production as provided for pursuant this regulation shall apply to Exploitation activities in the Area without prejudice to activities in other areas of the seabed and subsoil thereof.]

Comment

It has been suggested to insert para 4 to clarify the scope of this DR. This is to ensure that any definition in this regard does not prejudice the sovereign rights of States that may adopt alternative definitions applicable to the Exploitation of non-living resources of the seabed on within their national jurisdiction.

Regulation 28

Maintaining Commercial Production

1. {Except for in circumstances described in regulation 33,} the Contractor shall maintain Commercial Production in accordance with the Exploitation Contract and the Plan of Work annexed thereto, including the Mining Workplan and any amendments made to it from time to time,] these Regulations, [and [taking into account] market conditions]. A Contractor shall, consistent with taking into account Good Industry Practice, manage the recovery of the Minerals removed from the Mining Area at rates included in the {Mining Workplan}, [including any amendments made to it from time to time].

2. [During Commercial Production] Tthe Contractor shall notify the Secretary-General and if applicable the Sponsoring State or States, if it:

(a) f{Fails to {maintain Commercial Production}; or

(b) dDetermines that it will not be able to {maintain Commercial Production} in the future.

{2. bis Save for a situation covered by In accordance with regulations 29 bis, the Secretary-General shall transmit the notification made under paragraph 2 and any supporting documentation to the [Compliance Committee]/[The Commission] for review and to make a recommendation to the Council.]

43. A Contractor shall notify the Secretary-General [and if appliable the Sponsoring State or States] as soon as it recommences any {Commercial Production}, and no later than [24] hours after such recommencement, and, where necessary, shall provide to the Secretary-General [and Sponsoring State] such information as is necessary to

demonstrate what was~~that the issue~~ causing the contractor to fail to maintain Commercial Production ~~triggering a reduction or suspension has been addressed~~. The Secretary-General shall notify the Council that production has recommenced.

Comments

- In para 2 bis, it must be considered whether to refer the matter to the Compliance Committee, the LTC, or both. It has been suggested that it be referred to both, as there may be an issue of non-compliance and the LTC would be the appropriate body to ultimately handle the matter and provide recommendations to the Council. **Action: The Council must decide on the approach to take.**
- It has been suggested by a Regional Group that para 3 is moved to DR 29 as it merely concerns reduction or suspension. For the time being it has been updated to better align with the content of DR 28, but it should be considered if it should be omitted here. Also, it should be recalled that recommencement in respect of reduction or suspension already is covered by DR 29 bis, subpara 3(a).

Regulation 29

Reduction or suspension in production

1. Notwithstanding regulation 28, a Contractor may temporarily reduce or suspend production ~~[~~but shall notify ~~[~~in writing~~]~~ the Secretary-General, the Council [and if applicable the Sponsoring State or States~~]~~ thereof ~~[~~and provide the rationale for such a reduction or suspension and the period of time for which the Contractor anticipate the Temporary Suspension of or reduction in production will last~~]~~ [as soon as practicable thereafter but no later than~~]/[within~~ 7 Days from the date of the reduction or suspension]. ~~Such reduction or suspension may be for a period of up to 12 months.~~ regulation 29 bis shall govern the procedure for such suspensions.

2. The reduction or suspension may be for a period of up to 12 months. If the Contractor proposes to continue the reduction or suspension for more than 12 months, the Contractor shall notify the Secretary-General in writing, at least [30 Days] prior to the end of the 12-month period, giving its reasons for seeking a further reduction or suspension of that length of time. the Secretary-General shall transmit the notification and any supporting documentation to the [Compliance Committee]/[Commission] for review and to make a recommendation to the Council.]

Regulation 29 bis

Procedure for suspension~~s~~ or reduction in Exploitation activities

1. Any time that there is a suspension of Exploitation activities under these Regulations and pursuant to regulation 29, the Secretary-General shall [within 7 Days] notify the Council and publish the notice on the Authority's website when activities have been suspended, which shall include the rationale for the suspension, and when the activities have recommenced.

~~2. Where the Authority requires a suspension of Exploitation activities [in accordance with these Regulations,] the [Council upon a recommendation of the Commission] will provide the Contractor with a suspension notice to specify the reasons for the suspension, what operations under the Plan of Work must cease, and which, if any, may continue, and any other relevant terms and conditions for the suspension.~~

3. During a suspension of Exploitation activities for any reason:

(a) a Contractor shall notify the Secretary-General [and if appliable the Sponsoring State or States], as soon as it intends to recommence any or all of the suspended activities and no later than [72 hours] before such recommencement, and, where necessary, shall provide to the Secretary-General such information as is necessary to demonstrate that the issue triggering a suspension has been addressed; or

(b) a Contractor shall report to the Secretary-General on at least a monthly basis with regards to the reasons for continuing the suspension, providing such information as is necessary to justify that the issue triggering a suspension continues.

4. The Secretary-General shall supply all information received pursuant to paragraph 3 to the Commission for review and to make a recommendation to the Council. The Council shall determine when the relevant Exploitation activities should recommence, giving the Contractor no less than 60 Days' written notice where resumption of activities is required.

5. In making its review under paragraph 4, the Commission shall take into account the recommendations of the Economic Planning Commission where applicable and shall examine whether the reasons for the suspension are reasonable, and whether a continued suspension or a recommencement of activities, would be in the best interests of humankind in the circumstances.

6. Throughout the duration of any suspension in Exploitation activities, the Contractor shall continue to monitor and manage the Mining Area in accordance with the relevant section of the Closure Plan.

7. Where a suspension in Exploitation activities continues for a period of more than 12 months, the Commission may require the Contractor to submit a Final Closure Plan in accordance with regulation 60.

~~8. Where the Council requires recommencement of Exploitation activities after a suspension under this Regulation, and the Contractor does not comply with that requirement, this shall be treated as a serious violation of a fundamental term of the Exploitation Contract and these Regulations, and the Authority shall take appropriate compliance action.~~

9. In the event that a Contractor elects to suspend all Commercial Production for more than five consecutive years, the Council may after discussion with the Contractor decide that Commercial Production has ceased and require the Contractor to implement the Final Closure Plan.

10. The procedure under this regulation shall also apply mutatis mutandis to reductions that result in failure to maintain Commercial Production.

Comments

- DR 29 bis has gained support from many delegations. One Regional Group has, however, suggested limiting the DR to instances where the suspension is at the election of the Authority and leaving aspects concerning an election or suspension requested by the Contractor to be covered by DR 28 and DR 29. **Action: The Council should consider whether such a distinction should be implemented and require this more rigorous procedure only in cases where the Authority deems suspension necessary.**
- It has been proposed to remove para 2 to DR 103, which concerns the Non-Compliance Notice.
- It has been suggested to include a more realistic timeline in subpara 3(a), which currently refers to 72 hours. Considering that an assessment and recommendation of the LTC is required in para 4, the deadline of 72 hours in subpara 3(a) does not appear realistic. **Action: The Council should consider what would be an appropriate timeline in this respect.**
- In paras 4 and 5, reference is made to the LTC. Several delegations have suggested that the role of the Compliance Committee should be considered, as the suspension might be a consequence of a compliance action. It has also been suggested to specify in para 4 which decisions the Council could make. Action: **The Council should consider this, and it is further suggested that a smaller *ad hoc* working group be established to consider modifications to this effect.**
- It has been suggested to omit para 8, as it is redundant. This is the only place in the DR where it states that a specific violation shall be treated as a serious violation of a fundamental term of the Exploitation Contract. Mentioning it here might create uncertainty as to whether other violations of the contract, where this is not stated, would not be considered serious violations of fundamental terms of the Exploitation Contract.

Regulation 29 ter

Certification of origin

1. The Authority, upon the receipt of an application from the Enterprise or the Contractor, shall certify the origin for the Minerals removed from the Area, in accordance with the applicable Standard.

2. Any certification of the origin of Minerals in accordance with the applicable Standard shall be ~~automatically accepted~~ recognised by the member States of the Authority.

Section 3

Monitoring

Regulation ~~102 bis~~29 quat.

Ship notification, electronic monitoring and data reporting

1. All Installations, ships and mining collectors engaged in Exploitation activities under the Exploitation Contract shall be fitted with an electronic monitoring [~~and tracking~~] system, which shall record [continuously and]~~,~~ where technically feasible in real time, inter alia, the date, time and position of [all Exploitation activities]/[all activities relating to the Exploitation Contract], and environmental data. [The electronic monitoring system shall also be capable of detecting and recording any unauthorized activities.] The details and frequency of reporting shall be in accordance with the Standards and taking into account the Guidelines.

2. All Installations, ships, mining collectors [and other service operating units] shall be fitted with a satellite tracking system [which shall be turned on at all times] to enable identification of each ship and determination of its position, navigation status, course and speed. [This system shall also include r~~R~~edundancy m~~M~~easures to ensure continuous tracking in case of primary system failure]. The detail and frequency of reporting shall be in accordance with the Standards and taking into account the Guidelines.

[3. The Compliance Committee shall issue a Non-Compliance Notice under regulation 103bis to a Contractor, where there is reasonable evidence to suggest based on the data transmitted to the Authority that unapproved [or unreported] Exploitation activities have occurred or are occurring. [The Contractor shall be required to provide a detailed explanation and corrective action plan within 7 Days].]

4. All data received and transmitted to the Authority under this regulation shall be transmitted to the Sponsoring State or States.

Comments

- It has been suggested that this DR should be moved from Part XI to Part III of the FRCT as it concerns the rights and obligations of Contractors.
- At a general level, clarifications have been requested regarding the scope and functionality of electronic monitoring capable of detecting and recording unauthorized activities, as well as the meaning of "*Redundancy Measures*."
- A proposal has been made to insert "*or unreported*" in para 3 to capture circumstances where activities, although approved, are not reported. Others propose deletion on the basis that unapproved/unreported Exploitation activities constitute a breach of the Exploitation Contract and are addressed under DR 103.

Section 43

Safety, labour and health at sea

Regulation 29 Quatquin.

Risk reduction principles

1. [The Contractor shall prevent Hharm or danger of harm to human life and healthpeople, the [marine] environment or material assets shall be prevented or limited, including in accordance with the Regulations and any applicable Standards, and taking into account the Guidelines.]

The Contractor shall [work to further] reduce the risk [of accidents, Incidents and other hazards] as much as reasonably practicable, to the point where the cost of further risk reduction would be [grossly] disproportionate to the benefits of such reduction. .

2. The Contractor The reasonable practicability of risk reduction measures shall be kept under review the risk reduction measures in the light of new knowledge and technology developments and Good Industry Practice, Best Available Techniques and Best Environmental Practices. In assessing whether the time, cost and effort would be [grossly] disproportionate to the benefits of further reducing the risk, consideration shall be given to best practice risk levels compatible with the operations being conducted.

3. TheA Contractor shall maintain the necessary risk assessment and risk management systems in accordance with the applicable Standard and taking into account Good Industry Practice, Best Available Techniques and Best Environmental Practices and shall report annually to the Secretary-General on such systems in accordance with regulation 38, paragraph 2, subparagraph (h).

Regulation 30

Safety, labour and health standards

1. The Contractor shall ensure at all times that:

(a) all vessels, [crewed submersibles] and Installations engaged in Exploitation activities are in good repair, in a safe and sound condition in accordance with the requirements, specifications and preventive or corrective maintenance plans of the respective manufacturers, and adequately [crewed], and comply with paragraphs 2 and 3 below;

(b) all vessels, [crewed submersibles] and Installations [engaged] in Exploitation activities have an appropriate class designation and shall remain in class for the duration of the Exploitation Contract; and

(c) [the Health and Safety Plan and Maritime Security Plan are kept up-to-date and effectively implemented.]

2. The Contractor shall ensure compliance with the [relevant] [mandatory] international rules and standards established by competent international organizations or general diplomatic conferences concerning the safety of life at sea, the pollution of the Marine Environment by vessels, the prevention of Ccollisions at sea, the training of seafarers, maritime labour conditions and the treatment of crew members, as well as [the rules, regulations and procedures of the Authority on these matters.]

~~2. bis. For the purpose of paragraph 2, international maritime safety and navigational rules shall apply to all ships on all voyages engaged in activities in the Area.~~

3. In addition, Contractors shall:

(a) comply with the relevant national laws relating to vessel standards and crew safety of their flag State in the case of vessels, or their Sponsoring State or States in the case of Installations; and

(b) comply with the national laws of its Sponsoring State or States in relation to any matters that fall outside of the jurisdiction of the flag State, such as worker rights for non-crew members and human health and safety that pertains to the mining process rather than to ship operation.

4. The Contractor shall provide copies of valid certificates required under relevant international shipping conventions to the Authority upon request.

5. The Contractor shall ensure that:

(a) all of its personnel, before assuming their duties, have the necessary experience, training and qualifications [and safety equipment] and are able to conduct their duties safely, competently and in compliance with the rules, regulations and procedures of the Authority and the terms of the Exploitation Contract;

(b) [implementation of the Health and Safety Plan and Maritime Security Plan shall include awareness-raising programmes for personnel about the duties arising from those plans, and a programme] to inform all personnel engaged in Exploitation activities as to the occupational risks which may result from their work and the manner in which such risks are to be dealt with; and

(c) records of the experience, training and qualifications of all of its personnel are kept and made available to the Secretary-General upon request.

Comments

- A number of delegations proposed deleting the reference to "*crewed submersibles*" on the basis that the internationally recognized terms "*vessels*" and "*installations*" typically would be used and that all such entities in use are encompassed within those terms.
- It has been proposed to delete para 2 bis, on the basis that it falls outside the Authority's mandate and is already governed by the International Maritime Organization.

Regulation 30 bis

Human health and safety management system

1. When conducting its operations, a Contractor shall develop, implement and maintain a safety management system, taking into account the Guidelines.

1.bis A safety management system shall be detailed in the Health and Safety Plan and Maritime Security Plan.

2. A Contractor's safety management system shall:

(a) establish~~Be capable of delivering~~ site-specific safety objectives and meeting performance requirements ~~specified~~ reflected in the Health and Safety Plan and Maritime Security Plan;

(b) c~~C~~over occupational health and safety and process safety, including the selection or design of assets, facilities, equipment and materials;

(c) p~~P~~ermit effective reporting to the Authority in connection with safety performance;

~~[(c) bis Be independently verified annually by an internationally recognized provider of verification services acceptable to the Authority, in accordance with relevant Standards;]~~

~~[(d) Promote inclusivity and gender equality;] and~~

(e) b~~B~~e in accordance with Good Industry Practice and internationally recognised standards; and~~.~~

[(f) be subject to continual improvement during the term of the Exploitation Contract, including through frequent management review and audit.]

[2. bis A Contractor shall, in its annual reports detail any material changes to the health and safety management system and demonstrate the systematic assessment of the system and its continual improvement, including through the results of management review and audits under paragraph 2, subparagraph (f) bis.]

[3. A proposed change to a Contractor's safety management system shall be treated the same as a modification of a Plan of Work, pursuant to regulation 57 mutatis mutandis.]

4. Compliance with this regulation is a fundamental term of the Exploitation Contract, for the purposes of regulation 103.]

Comments

- It has been proposed to delete subpara 2(c)bis, on the basis that responsibility for implementing and maintaining the Safety Management System should rest solely with the Contractor.
- It has been proposed to delete subpara 2(d). While the point is important, it appears misplaced in this regulation.
- Para 3 has been bracketed pending Council's consideration of whether to retain it, noting that some delegations support retention while others favour deletion. **Action: The Council is invited to consider whether all improvements to the Health and Safety System should be treated as**

modifications to the Plan of Work and whether that approach would be feasible or counterproductive.

Section 5

Other activities in the Marine Environment

Regulation 31

Accommodation of activities in the Area and in the marine environment

1. Contractors shall carry out activities under an Exploitation Contract with reasonable regard for other activities in the Marine Environment, in accordance with article 147 of the Convention, and consistent with any applicable Standards and taking into account the Guidelines.

2. A Contractor shall exercise due diligence in identifying current and planned uses or activities in the Marine Environment transiting, overlapping, or proximate to the Contract Area, including but not limited to marine scientific research, fishing, navigation, [and activities to ensure effective Protection for the Marine Environment,] [as well as activities required under measures to ensure effective Protection for the Marine Environment,] through publicly available data and resources and any other reasonable means.

3. The Authority may cooperate with States Parties, relevant Stakeholders, international, regional, subregional or sectoral bodies to acquire information regarding current and planned uses or activities in the Marine Environment transiting, overlapping, or proximate to Contract Areas, in accordance with article 147 of the Convention.

4. Where the Authority becomes aware of current and planned uses or activities in the Marine Environment transiting, overlapping or proximate to Contract Areas, the Secretary-General shall [make available] [communicate] to the States Parties, relevant Stakeholders, international, regional, subregional or sectoral bodies concerned the coordinates of and information about such activities.

5. The Secretary-General shall [make available] [communicate] to Contractors that may be affected by other uses or activities in the Marine Environment any relevant information it has obtained from States Parties, relevant Stakeholders, international, regional, subregional or sectoral bodies, and shall facilitate communication between the Contractor and the States Parties, relevant Stakeholders, international, regional, subregional or sectoral bodies concerned.

Rev.3 – Group submission (Friends of the President Group on Protection of Submarine Cables and Pipelines)

- The text of draft regulation 31 is based on a textual proposal submitted by the Friends of the President Group on Protection of Submarine Cables and Pipelines on 14 June 2026, led by Singapore, reflecting discussions

conducted during the first part of the thirty-first session of the Council and the intersessional period thereafter.

- Reference is also made to the groups reporting on intersessional work.

Regulation 31 bis

Reducing risk of damage to submarine cables and pipelines

1. The Contractor shall take [[all] necessary] [reasonable] measures to reduce the risks of damage arising from its conduct of activities in the Contract Area [, including any [test/pilot] mining undertaken pursuant to regulatio 48 ter,] to submarine cables or pipelines, including, as appropriate, through:

(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);]]

(a) Alt. [measures relating to submarine cables or pipelines identified pursuant to regulation 31(2);]

(b) coordinating with relevant Stakeholders and international, regional, subregional or sectoral bodies for, or operators of, submarine cables or pipelines in the Marine Environment, including through conducting consultations in line with regulation 93 ter;

(c) 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;

(d) [promoting information sharing of Exploitation activities under an Exploitation Contract;] and

(e) other measures in accordance with the applicable Standards and taking into account the Guidelines.

2. Nothing in these Regulations shall affect the rights and obligations of States pertaining to submarine cables and pipelines under the Convention, including articles 87, 112 and 113 of the Convention.

Rev.3 – Group submission (Friends of the President Group on Protection of Submarine Cables and Pipelines)

- The text of draft regulation 31bis is based on a textual proposal submitted by the Friends of the President Group on Protection of Submarine Cables and Pipelines on 14 June 2026, led by Singapore, reflecting discussions conducted during the first part of the thirty-first session of the Council and the intersessional period thereafter.
- Reference is also made to the groups reporting on intersessional work.

Section 65

Emergency Response and Contingency Plan, Incidents and Notifiable Events

Regulation 32

Emergency Response and Contingency Plans

1. An [Applicant] or Contractor shall [prepare] [develop] an Emergency Response and Contingency Plan [as part of its work] [in accordance with theseis Regulations, Annex V, applicable Standards, and taking into account the applicable Guidelines, and the result of the Environmental Impact Assessment. Furthermore, Aa Contractor shall maintain:

(a) tThe currency and adequacy of its Emergency Response and Contingency Plans based on the identification of potential Incidents and in the light of new knowledge, and technology developments, in accordance with Good Industry Practice and Best Environmental Practices, Best Available Techniques, Best Environmental Practices [and the applicable Standards and Guidelines, as well as the implementation and monitoring results of the Environmental Management and Monitoring Plan], which shall be reviewed annually and tested at least [quarterly]/ annually[once a year]; and

(b) sSuch resources, training and procedures, [including on-vessel presence for rapid emergency response], as are necessary for the prompt execution and implementation of the Emergency Response and Contingency Plans and any Emergency Orders issued by the Authority. including on vessel presence for rapid emergency response.

2. The Secretary General shall facilitate the exchange of knowledge, information and experience relating to Incidents between Contractors and States, and shall [where appropriate] draw on the advice of other relevant international organizations [for the purposes of supporting:]

(a) cContractors to meet their requirements, inter alia under this regulation 5332, paragraph 1; and

(b) the Authority [in the development, revision and dissemination of] applicable Standards and Guidelines and other appropriate materials.

3. Following an Incident, [the Contractor [must]/[shall] follow the steps set out in Regulation 33.]

Comments

- It is proposed to simplify para 1 as DR 7 already requires submission of the Emergency Response and Contingency Plan prepared in accordance with Annex V, repeating that obligation here is redundant.
- The plan should have been prepared prior to contract issuance; this DR should therefore focus on the operation and implementation of the plan.
- It is further proposed to align subpara 1(a) more closely with DR 29 quat. on Risk Assessment.

- In relation to para 2, it is noted that Art. 24(5) of the BBNJ Agreement provides that the Scientific and Technical Body shall elaborate procedures and guidance for the establishment of emergency measures for the consideration and adoption by the CoP. Such procedures and guidance might be a source of the advice referred to in this para.
- Several delegations supported deleting para 3 as redundant. DR 33 applies to Contractors and Incidents without the need for DR 32(3) to restate that scope.

Regulation 33

[Preventing and responding to] (GER del) Incidents

1. The Contractor shall [suspend Exploitation activities and follow the procedures set forth in regulation 29 bis] if it is reasonably foreseeable that proceeding or continuing would cause or contribute to an Incident, [or reduce] or prevent the effective management of an Incident.

[1.bis A Contractor shall maintain an Incident Register in respect of all on board any mining vessels or Installations engaged in Exploitation activities.]

2. The Contractor shall, upon becoming aware of an Incident:

(a) Notify its Sponsoring State or States, [States adjacent to the Ccontract Aarea likely to be affected] and the Secretary-General [without undue delay] [at the earliest time possible] [immediately], but no later than 24 hours] from the moment the Contractor becomes aware of the Incident; (GER keep)

A alt. *Notify the Secretary-General without undue delay and no later than 24 hours from the moment the Contractor becomes aware of the Incident*; (GER)

(b) iImmediately implement, whereas applicable, the Emergency Response and Contingency Plan approved by the Authority for responding to the Incident;

(c) uUndertake promptly, and within such time frame as stipulated, any instructions received from the Secretary-General [in consultation with the Sponsoring State or States, flag State, [States adjacent to the Contract Area likely to be affected] or relevant international organizations, as the case may be] (GER del);

(d) tTake allany other measures necessary [and reasonable] (GER keep) in the circumstances to limit the adverse effects of the Incident;

(e) rRecord the Incident in the Incidents Register; and

(f) fFollowing resolution of an Incident, provide the [Secretary-General and its Sponsoring State or States] with an Incident report which details the Incident and any corresponding data on its nature, scale, and impacts, the Contractor's response, [findings] [and any proposed measures to minimise or reduce the risk of similar Incidents occurring in the future]. Any adjacent coastal states consulted under paragraph 2, subparagraph (c) shall also receive the incident report.

3. The Secretary-General shall promptly report any Contractor that fails to comply with this regulation to its Sponsoring State or States, [States adjacent to the Contract Area [likely to be affected] and the flag State of any vessel involved in the Incident for

consideration of the institution of legal proceedings under national law [and the Compliance Committee].

3 alt. "*The Secretary-General shall promptly report to the Compliance Committee:*
(a) *any notification received of an Incident; and*
(b) *any failure by a Contractor to comply with this regulation." (GER)*

[4. bis. Alt. The [Secretary-General] (GER del) Authority shall:

(a) before issuing instructions under this regulation, request instruction from the Compliance Committee, and consult with the Sponsoring State or State, and other relevant State or international organisations, insofar as it is feasible to do so taking account of the urgency in the situation; and

(b) follow any relevant Standards and Guidelines on the issue of instructions under these regulations; (GER keep)

(c) report such Incidents and measures taken to the Commission and the Council at their next available meeting.]

5. The Secretary-General shall publish copies of Incident reports onat the Authority's website [and the Seabed Mining Register except to the extent this is], [subject to ensuring that Ceonfidential Iinformation. is protected]. (GER move to a sub-para of 4)

Comments

- Several delegations have proposed consolidating all notification requirements related to Incidents and Notifiable Events in DR 34. If that approach is adopted, the notification requirements in subpara 2(a) would become redundant.
- Some delegations have proposed that the existence of risk alone should trigger para 1, while others consider the reference to "*reasonably foreseeable*" more appropriate, noting that lowering the threshold to any risk of an Incident may be impracticable, whereas "*reasonably foreseeable*" provides a sensible and objectively justifiable threshold.
- Many delegations have emphasized the need for a more comprehensive definition of "*Incident*," tailored specifically to activities in the Area and avoiding cross-references to other instruments. **Action: The Council is encouraged to convene a smaller *ad hoc* working group to propose such a definition.**

Regulation 34

[Notification of Incidents and] (GER del) Notifiable Eevents

1. A Contractor shall immediately notify its Sponsoring State or States, [States adjacent to the Contract Area likely to be affected] and the Secretary-General of the occurrence of any of the Notifiable Events,] (GER del)

2. The Contractor shall, as soon as reasonably practicable, but no later than 24 hours after the Contractor becomes aware of any such Notifiable Event:

(a) p~~P~~rovide written notification to the Secretary-General of the event, including a description of the event, the immediate response action taken,~~—~~ ~~(~~including, if appropriate, [a statement regarding the implementation of an Emergency Response and Contingency Plan~~)~~] (GER del) and any planned action to be taken;~~,~~ and

(b) r~~R~~ecord the Notifiable Events in the Incidents Register.~~,~~

3. Upon receipt of notification under paragraph 2, the Secretary-General shall consult with the Sponsoring State or States, States adjacent to the Contract Area ~~[~~likely to be affected~~]~~ ~~[~~and other regulatory authorities as necessary~~]~~ ~~[~~and shall seek the instructions of the Compliance Committee and the Council.~~]~~

"(3) Upon receipt of a notification of a Notifiable Event under paragraph 2, the Secretary-General shall transmit the notification to the Compliance Committee for its consideration as to whether any follow-up action is warranted including instructions to the Contractor, or notification to third parties or the Council. The consideration by the Compliance Committee shall include an assessment as to whether the matter has been correctly classified as a Notifiable Event or should be re-classified as an Incident." (GER)

[4. The Contractor shall ensure that all regulatory authorities are notified and consulted, as appropriate.] (GER del)

5. Where a complaint is made to a Contractor concerning a matter covered by these Regulations, the Contractor shall record the complaint and shall report it to the Secretary-General within 7 Days of the complaint being received.] (GER del)

Comments

- The definition of Notifiable Events requires revision to determine whether the listed items qualify as "*events*" that warrant notification or whether some constitute "*Incidents*". This task remains outstanding. **Action: It is suggested that a smaller *ad hoc* working group work on DR 34 and the definition of Notifiable Events.**
- Some delegations have suggested deleting para 4 of this DR, as it is not confined to Notifiable Events. It is further suggested that the para would fit better as a stand-alone regulation in Part XI of these Regulations. **Action: The Council is invited to consider this proposed removal.**

Regulation 35

Human remains and [objects and sites of an archaeological or historical nature][Underwater Cultural Heritage]

[1. Exploitation activities in the Area shall be conducted in a way that does not ~~[negatively]~~ affect human remains and [objects and sites of an archaeological or historical nature] [Underwater Cultural Heritage]~~ [and shall avoid the [unnecessary] disturbance of venerated sites]~~.

2. The Contractor shall notify the Secretary-General in writing within 48 hours of ~~the~~ finding in the Contract Area ~~of~~ any suspected human remains and [objects and sites of an archaeological or historical nature] [Underwater Cultural Heritage]~~ [or any venerated~~

sites], and their[its] location, including the preservation and protection measures taken. The Contractor shall immediately cease exploitation activities within a 500 meters radius of the finding.

3. The Secretary-General shall transmit such information in writing, within 5 Days of receiving it to all members States, the President of the Council, the Director General of the United Nations Educational, Scientific and Cultural Organization (UNESCO), to any other competent international organization and to any other accredited[competent] observer.

4. Within 15~~10~~ Days of the notification of the discovery by the Secretary-General, any member State may declare to the President of the Council its interest in being consulted on how to ensure the effective protection of the human remains and [objects and sites of an archaeological or historical nature] [Underwater Cultural Heritage] [or any venerated sites] found in the Area. [This State declaration shall be based on a verifiable link, especially a cultural, historical, or archaeological link, to the human remains or [objects and sites of an archaeological or historical nature][Underwater Cultural Heritage] concerned.] Both tThe Sponsoring State [and the flag State] of the Contractor shall always be considered one of these interested States. [Competent international organizations and accredited observers] [International Organizations and observers referenced in paragraph 3] shall have the same length of time as Members States to notify the Secretary-General their interest in being consulted.

5. After ascertaining the views of Member States, particularly those with preferential rights under article 149 of the Convention, in its next immediate meeting after the notification of the discovery by the Secretary-General, the Council shall make a decision as to whether or not exploitation activities shall be terminated within the area referred to in paragraph 2. The Council [may suggest to the mMember States any measure][shall also take all necessary measures] to preserve human remains and [objects and sites of archaeological or historical nature] [Underwater Cultural Heritage] [or any venerated sites] in their archaeological and natural context, for the benefit of humankind as a whole. In adopting its decisions, the Council shall take into account the views of the United Nations Educational, Scientific and Cultural Organization and other competent international organizations referenced in paragraph 3. The Council may also take into account the views of other [competent] observers and may and shall be assisted by the Advisory Group of Experts [on Cultural Matters] roster of experts referenced in DR 4ter~~bis~~. The Council may also take into account the views of accredited observers referenced in paragraph 3.

6. In accordance with international law, n~~N~~o member State shall undertake or authorize activities [in the Area] directed at, or incidentally affecting, sunken State vessels and aircraft without the consent of the flag State or the State of Registry, as the case may be.

6alt. No decision shall be taken by the Council about the disposal, protection or preservation of a wreck entitled to sovereign immunity and associated human remains, without the consent of the flag State.

[7. Any measure decided under this regulation shall be adopted or suggested in accordance with applicable [archaeological standards][Standards and taking into account the Guidelines].

[8. The Contractor shall not be entitled to compensation for any measure required in this regulation.]

9. The Council shall forward to the Seabed Mining Register all information, except for Confidential Information, used in making its decision under paragraph 5 of this regulation. [Regulation [90] shall apply accordingly.]

[10. ~~If [Alt. 1 objects and sites of an archaeological or historical nature] [Alt. 2 the remains of Underwater Cultural Heritage] may be deemed to be a potentially polluting wreck, then~~ In cases involving potentially polluting wrecks, regulation [X] shall also apply.]

Rev.3 – Group submission (Intersessional Working Group on Underwater Cultural Heritage)

- Original draft regulation 35 has been deleted, and previous draft regulation 35Alt. (now draft regulation 35) has been adjusted based on the submission of the IWG on UCH.

Section 7~~6~~

Insurance obligations

Regulation 36

Insurance

1. A Contractor shall obtain and thereafter at all times maintain, and cause its subcontractors to obtain and maintain, in full force and effect, insurance with financially sound insurers satisfactory to the Authority, of such types, on such terms and in such amounts in accordance with the applicable Standard~~s~~ ~~[and taking into consideration the Guidelines] [and applicable international maritime practice,]~~ and consistent with Good Industry Practice.

~~[~~1. bis The insurance required under paragraph 1 shall:

(a) b~~B~~e proposed at the time of applying for approval of a Plan of Work of exploitation to allow the Commission and Council to assess the satisfactoriness of the proposed insurance policy against this regulation and the applicable Standard; ~~[and taking into account the relevant Guidelines; and~~

(b) b~~B~~e in effect [Alt. 1. upon the execution ~~from the start date~~ of the Exploitation Contract][Alt. 2. as at the point in time that the Contractor's vessel departs port for the Area for the purpose of conducting Exploitation activities] until such time as the Environmental Performance Guarantee has been released back to the Contractor in full by the Authority; and~~.~~

~~[~~(c) cover all [potential] harms to people, property, natural resources, and environment that may occur, wherever located, or howsoever caused, as a result of the Contractor's activities in the Area.

[(c) Alt. cover the financial consequences of any liability of the Contractor in accordance with the applicable Standard].

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

3. The obligation under an Exploitation Contract to maintain insurance as specified in these Regulations and the applicable Standard is a fundamental term of the Exploitation Contract. Should a Contractor fail to maintain the insurance required under these Regulations, the ~~[~~Contractor shall immediately suspend Exploitation activities pursuant to regulation 29 bis. The Compliance Committee,~~]~~ upon being notified of such a suspension, shall consider what additional compliance action is needed, if any, pursuant to regulation 103.

[4. A Contractor shall not make any Material Change to or terminate any insurance policy related to its Exploitation activities in the Area without the prior approval ~~consent~~ of the Council.]

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 [or in case of any change of insurer]~~[in which case paragraph 3 shall apply, as relevant]~~.

6. A Contractor shall notify the Secretary-General ~~[~~within 24 hours~~]~~ upon receipt of claims made under its insurance.

7. A Contractor shall ~~[~~include~~]~~ evidence of the existence of insurance in accordance with regulation 38, paragraph 2, subparagraph (i) [to its annual report to the Authority. ~~and shall inform the Secretary-General immediately of any change of insurer].~~

8. The Secretary-General shall notify the Commission and the Council at its next available meetings of termination, modification of the terms of insurance, reception by a Contractor of claims made under its insurance and actions of a Contractor in this regard.

Comments

- At a general level, several delegations have suggested that the details of insurance coverage should be set out in a Standard. Many delegations have also emphasized the need for a detailed analysis and discussion of the liability regime, including insurance. **Action: It is proposed that the Council consider requesting the LTC, as a high priority, to prepare a draft Standard on insurance, involving the necessary industry competencies in its development.** This work would include an analysis of insurance requirements and all relevant details, which could then be discussed by the Council at one of its next meetings.
- Also at a general level, a delegation during the first part of the thirtieth session noted that para 1 appears to require that all Contractors obtain insurance on an arm's-length basis. However, DR 38(2)(i), retains a reference to self-insurance, which is particularly relevant to determining the level of insurance required of State contractors or State-owned contractors. **Action: The Council is invited to consider this.**

- It has been suggested to delete the reference to Guidelines, as the terms on insurance should be binding.
- In subpara 1 bis(b), two alternatives are presented regarding when insurance must be in place. **Action: The Council is invited to consider these alternatives.**
- It has been suggested that the specific requirements for coverage be addressed in a Standard, and a corresponding proposal has been inserted in subpara 1 bis(c).

Section 8~~7~~

Training commitment

Regulation 37

Training Obligations

1. The Contractor [and the Enterprise] shall conduct and carry out the training programs ~~of~~for the personnel of the Authority and developing States on an ongoing basis in accordance with the approved Training Plan commitment under Schedule 8 to the Exploitation Contract, these Regulations and applicable Standards, and taking into account the Guidelines.

~~2. The Contractor, the Authority and the Sponsoring State or States may, from time to time, as necessary, revise and develop the Training Plan by mutual agreement, taking into account, inter alia [the special needs of developing States, in particular geographically disadvantaged States and landlocked States] and [applicable Standards, and taking into consideration] Guidelines.~~

[2~~5~~. The Contractor shall in the Training Plan:

(a) include measures to ensure the protection of the health, safety and rights of trainees; and

(b) have due regard to ~~demonstrate how~~ gender equality, inclusivity, non-discrimination, and diversity ~~are implemented~~ in the Contractor's approach to training opportunities.]

Comments

- Several delegations have emphasized the need for greater detail and minimum criteria regarding a contractor's training obligations. **Action: It is proposed to develop, as a priority, a Standard setting out the requirements for an Exploitation applicant's training plan, with the aim of presenting it at one of the next Council meetings.** In this regard, it should be recalled that Recommendations for the guidance of contractors and Sponsoring States relating to training programmes under plans of work for exploration (ISBA/19/LTC/14/Rev.1) already is in place for Exploration and could assist in developing the Standard.

- It has been proposed to delete para 2, as changes to the Plan of Work, including the Training Plan, are already addressed in DR 57.
- It has been proposed to delete the reference to "*diversity*" in para 5 (now para 2), as its relevance to the Training Plan and its implementation is unclear. Others have requested that "*diversity*" be retained. As a compromise, the commitment in subpara 5(b) has been softened so that it is a "*due regard*" responsibility of the Contractor. It could also be considered to delete subpara 5(b), as the LTC selects candidates for training and Contractors therefore have limited influence over who attends.

Regulation 37 bis

Transfer of Technology

~~The Contractor shall adhere to and implement the commitments set out in the Plan of Work for the transfer of technology, in line with the applicable Standards, and taking into account Guidelines.]~~

[1. The Contractor shall cooperate fully and effectively with the Authority for the purpose of the Authority, the Enterprise or its joint venture, a developing State or States acquiring deep seabed mining technology on fair and reasonable commercial terms and conditions, consistent with the effective protection of intellectual property rights.]

[1. Alt. The Contractor shall include in the Plan of Work undertakings on transfer of technology pursuant to article 144 of the Convention and Section 5 of the Annex to the Agreement.

2. The Plan of Work shall include a detailed technology transfer plan, specifying the types of technology to be transferred, the modalities of transfer, and the timelines for implementation, in accordance with the applicable Standards and taking into account the Guidelines.]~~]~~

Comment

During the first part of the thirtieth session, most delegations supported the inclusion of a DR on transfer of technology. Several of them questioned however whether the text proposed was sufficient to reflect the entirety of the provisions on this matter included in the Convention and the 1994 Agreement. Two alternative versions of the DR have been proposed.

Section 9~~8~~

Annual reports and record maintenance

Regulation 38

Annual report

1. A Contractor shall, within 90 Days of the end of each Calendar Year, submit an

annual report to the Secretary-General regarding its activities in the Contract Area and reporting on compliance with the terms of the Exploitation Contract.

2. Such annual reports shall be in accordance with applicable Standards and taking into account the Guidelines and include:

(a) details of the Exploitation work carried out during the Calendar Year, including maps, charts and graphs illustrating the work that has been done and the data and results obtained, reported against and noting variance from the approved Plan of Work;

(b) the information to be included in royalty returns pursuant to regulation 71;

(c) details of the [mining] equipment used to carry out Exploitation, and in operation at the end of the period [~~if different from the Plan of Work~~];

(d) an annual financial report, in conformity with internationally accepted accounting principles and certified by a duly qualified firm of public accountants, of the actual and direct Exploitation expenditures, which are the capital expenditures and operating costs of the Contractor in carrying out the programme of activities during the Contractor's accounting year in respect of the Contract Area, together with an annual statement of the computation of payments paid or payable by the Contractor to the Authority, governments, state enterprises, and other contractors, as well as payments and other forms of financial benefit received by the Contractor from Sponsoring States, and reported against the Financing Plan;

(e) information on compliance with health, labour and safety standards [reported against the Health and Safety Plan];

(e) bis details of any [accidents] / [Notifiable Events] or Incidents arising during the period [including a description of the necessary corrective actions that have been taken into account [to address the incident and prevent recurrence];

(f) details of training carried out in accordance with the Training Plan;

(g) the actual results and data obtained from environmental monitoring programmes, including observations, measurements, evaluations and the analysis of environmental parameters, reported against [the Strategic Environmental Goal and Objectives in regulation 44ter, the ~~relevant~~ applicable Regional Environmental Management Plan including its Regional Environmental Objective and] ~~[~~where applicable, any criteria and~~]~~ ~~[~~thresholds included in the applicable Standards, and against the Environmental Management and Monitoring Plan~~]~~, ~~[taking into consideration~~ consistent with the applicable Regional Environmental Management Plan] together with details of any response actions implemented under the plan and the actual costs of compliance with the plan;

(g) bis a statement indicating whether and how the results obtained from environmental monitoring programmes help to reduce knowledge gaps, particularly with respect to Environmental Impacts and Effects of activities in the Area [and effects outside of the Area identified within the impact assessment], ~~[~~and help to support the identification and improvement of Environmental Practices.;~~]~~

(g) ter details on the actions taken yearly for the reduction of [~~the following environmental footprints:~~] air pollution, discharges of waste-water and generation [and disposal] of waste (including details concerning the operating costs associated with such actions);

[(g) quat. details of all operating costs associated with environmental measures;]

(h) a statement that all risk management systems and procedures have been followed and remain in place, together with a report on exceptions and the results of any [verification]/[assessment] [and]/[or] audit [of the Environmental Management and Monitoring Plan and Environmental Management System undertaken in accordance with regulations 50 and 50ter] [undertaken internally or by independent competent persons, appointed or employed by the Contractor];

(i) evidence that insurance is maintained, including the amount of any deductibles and self-insurance, together with the details and amount of any claims made or amounts recovered from insurers during the period;

(j) details of any material changes made in connection with subcontractors engaged by the Contractor during the Calendar Year;

(j) bis details about any changes made to the Contractor's business structure or collaborations, including but not limited to their subcontractors, holding, subsidiaries, affiliates and ultimate parent companies, agencies and partnerships;

(k) the results of any Exploration activities, including updated data and information on the grade and quality of Resources and reserves identified in accordance with the [~~International Seabed Authority Reporting Standard for Reporting of Mineral Exploration Results Assessments, Mineral Resources and Mineral Reserves and~~] applicable Standards and taking into account the Guidelines;

(l) a statement that the Contractor's Financing Plan is adequate for the following [reporting] period;

[(m) details of any proposed modification to the Plan of Work and the reasons for such modifications];

(n) details of any [material] changes made to the Contractor's [human health and safety management system and] Environmental Management System in accordance with regulation[s 30bis and] 50 bis [respectively];

(o) details of any consultations carried out with coastal States, other marine users, or any other Stakeholders, including pursuant to regulation~~s~~ 31;

(p) a summary of any complaints or whistleblowing reports received during the reporting period and details of how these have been dealt with;

(q) a summary of any performance assessments pursuant to regulation 52, or review of activities pursuant to regulation 58 during the reporting period;

(r) a summary of how the Contractor has dealt with any inspection reports, Inspector instructions, Non-Compliance Notices, monetary penalties or any other regulatory monitoring, or enforcement action taken by the Authority or the Sponsoring State or States in relation to contractor compliance during the reporting period;

(s) evidence that the Environmental Performance Guarantee has been paid or maintained in accordance with the contract terms and the rules, regulations and procedures of the Authority;

(t) a summary report of the Mining D~~d~~ischarges registered in accordance with regulation 53 ter;[~~; and~~]

(u) the indicative planned date of Closure, and an explanation of any changes to the

date, if applicable, in accordance with regulation 59[~~.~~; and

(v) any other matters specified in the applicable Standards as may be amended from time to time.]

2. bis The Secretariat shall arrange for the effective management of the submitted information in order to overcome existing gaps in knowledge concerning the marine ecosystems including their sensitivity and resilience, the determination of environmental quality ~~s~~Standards and appropriate exploitation equipment.

[2 ter The Commission shall review [annual reports received, and shall prepare and submit to the Council a summary report which shall record any trends or findings from the review, and any related recommendations for the Council's consideration]/[a summary report which shall record any trends or findings from the review, including any concerns relating to non-compliance or performance and any related recommendations for the Council's consideration]. The report should include any information relevant to the formulation by the Authority of rules, regulations and procedures concerning Protection of the M~~m~~arine E~~e~~nvironment and health and safety.]

[2. ter Alt. In reviewing annual reports, the Commission shall prepare for the Council a report that summarises trends or findings from the annual reports, including but not limited to any knowledge and information relevant to the continuous improvement of the regulation and the management of activities in the Area, with a particular emphasis on information relevant to better understanding marine ecosystems and the impacts of activities in the Area on such ecosystems [as well as safety and mining equipment.]

3. Annual reports shall be published in the Seabed Mining Register, except for Confidential Information, which shall be redacted. To this end, Contractors shall structure the annual reports such that any Confidential Information can be clearly identified and extracted.

Comments

- **Action: The Council is invited to address the treatment of the environmental information report under subpara 2(g),** including the proposal to incorporate the parameters of the applicable REMP.
- Some delegations have suggested introducing a reference to "*material*" change under subpara 2(n). The Council is invited to consider and define the scope of such changes and whether the parameters should follow, *mutatis mutandis*, the term as contemplated in the Schedule.
- With respect to para 2bis, the Council is invited to discuss the obligations incumbent upon the Secretariat, taking into account the principle of cost-effectiveness enshrined in the Convention and the 1994 Agreement.

Rev.3 – Group submission (Intersessional Working Group on Regional Environmental Management Plans)

The changes of subparagraph 38(2)(g) set out above is based on a textual proposal submitted by the Intersessional Working Group on Regional Environmental Management Plans on 11 June 2026, facilitated by the Kingdom of the Netherlands.

Regulation 39

Books, records and samples

1. A Contractor shall keep a complete and proper set of books, accounts and financial records, consistent with internationally accepted accounting principles, which must include information that fully discloses all revenue and actual and direct expenditures [and] liabilities for Exploitation, including capital expenditures and operating costs and such other information as will facilitate an effective audit of the Contractor's expenditures and costs.

{1. bis The Contractor shall keep the books, accounts, and records pursuant to paragraph 1 ~~[at a place agreed between the Contractor and the [Compliance Committee]]~~ [at a place specified in the Exploitation Contract], and shall make them available for inspection and audit in accordance with these Regulations.}

[1. bis Alt. The Contractor shall maintain books, accounts, and records at a location specified in the Exploitation Contract. If circumstances require a change, the Contractor and the Compliance Committee may mutually agree on an alternative location. In any case, the books, accounts, and records shall be kept in a place that allows them to be readily available for inspection and audit in accordance with these Regulations.]

2. A Contractor shall maintain [maps, geological]/[relevant maps and geological data], mining and Mineral analysis reports, production records, processing records, records of sales or use of Minerals, records of port inspections, customs records, processing plant receipt data or records, environmental data, archives and samples and any other data, information and samples connected with the Exploitation activities in accordance with Standards and taking into account the Guidelines.

3. {A} Contractor shall keep, in good condition, a representative portion of samples or cores, as the case may be, of the Resource category, from each sample collection period identified in the applicable Standard, together with biological samples, obtained in the course of Exploitation until the termination of the Closure Plan. Samples shall be maintained taking into account the Guidelines, which shall provide the option for the Contractor to maintain them itself or to have such maintenance performed on its behalf in whole or in part by a third party.

4. Upon [written] request of the Secretary-General or {Inspectors, or Compliance Committee,} the Contractor shall deliver to the Secretary-General for analysis a portion of any sample or core obtained during the course of Exploitation activities.

5. A Contractor shall, subject to reasonable notice[, and after consultation with the Sponsoring State], permit full access by the Secretary-General or [Inspectors][and]/[or]/[Compliance Committee] to the data, information and samples [kept or maintained by the Contractor in accordance with this regulation].

Comments

- **Action: The Council is invited to decide on which alternative of 1 bis it wishes to continue its negotiations.**
- In respect of biological samples in para 3, it is highlighted that collection of biological samples by Contractors might also fall within the scope of collection *in situ* of Marine Genetic Resources as defined by the BBNJ Agreement (Art. 1(4) and (8) of the BBNJ Agreement), which might possibly oblige Sponsoring States which are also Parties to the BBNJ Agreement to bear obligations under the BBNJ Agreement.

Section 10~~9~~

Miscellaneous

Regulation 40

Anti-bribery and anti-~~Prevention of~~ corruption

1. ~~A~~ An applicant or Contractor shall not, directly or indirectly offer, promise or provide any gift, reward, favour ~~or~~, undue advantage~~], nor attempt~~ or any other benefit of value, to ~~do so, directly or indirectly, to~~:

(a) any officials, agents, employees or contractors or subcontractors of the Authority; or

(b) any ~~other~~ individual~~s~~ acting under the auspices of the Authority;

to induce such persons to act contrary to their duties under the Rules of the Authority, or to reward them for any such acts undertaken or refrained from.

1. bis ~~A~~An applicant or Contractor shall not offer, promise or provide any gift, reward, favour or undue advantage, ~~nor attempt to do so,~~ directly or indirectly, to the Authority, to procure a benefit to which it would not be entitled.

1.~~-~~ter ~~A~~An applicant or Contractor will not attempt any of the actions described in paragraphs 1 and 1bis above.

1. quat An applicant or Contractor shall not encourage, instruct, authorise, procure, facilitate or ~~condone~~knowingly permit another person providing gifts, rewards, favours ~~or~~, undue advantage or any other benefit of value as referred to in paragraphs 1 and 1.bis above on behalf of the applicant or Contractor or for ~~the Contractor's~~their benefit.

1. ~~quat.~~quin. In respect of activities in the Area, applicants and Contractors shall prepare, maintain, and publish an anti-~~-~~bribery and anti-corruption policy ~~setting~~that sets out how ~~they assess and manage~~ corruption ~~risk, including how they collect and take risk-based steps~~risks are identified, prevented assessed, and managed in relation to ~~use beneficial ownership data of~~activities in the Area. Such policy shall include, *inter alia*:

(a) due diligence procedures for joint venture partners, subcontractors, and suppliers ~~in their process.~~ ;

(b) measures to identify and disclose the beneficial ownership of entities participating in the Plan of Work;

(c) internal reporting mechanisms and protections for whistleblowers; and

(d) training and compliance programmes for personnel involved in activities in the Area.

(e) periodic risk assessments and internal audits of anti-corruption controls related to activities in the Area;

(f) clear procedures for reporting suspected corruption to the Authority and to the Sponsoring State without delay, including procedures to disclose payments made in connection with activities in the Area to any public authority, including royalties, fees, bonuses or other payments;

(g) record-keeping requirements ensuring that all relevant financial and contractual documentation related to activities in the Area is retained for a period determined by the Authority for the purpose of compliance verification.

2. The applicant or Contractor shall adhere to the anti-bribery and anti-corruption provisions of the jurisdictions ~~of~~to which ~~the Contractor~~it is ~~a national~~subjected and shall conduct its activities under the Exploitation Contract in accordance with its obligations under such anti-bribery and anti-corruption laws.

3. The obligations under paragraphs 1, 1.bis, 1.ter and 1.quat and 1. quin are fundamental terms of the Exploitation Contract for the purpose of regulation 103.

[3. bis The Secretary-General, an Inspector, or a Sponsoring State shall notify the Compliance Committee immediately if ~~it becomes aware~~they have reasonable grounds to conclude that a breach of ~~any circumstance it considers contravenes~~ this regulation may have occurred or ~~which would be~~is likely to ~~do so~~occur. The Secretary-General or an Inspector, as applicable, shall also send such notification to the Sponsoring State or States. The Sponsoring State or States shall cooperate with the Authority and consider any further action in accordance with applicable domestic laws. Nothing in this regulation shall prevent other persons or entities from bringing such circumstances to the attention of the Compliance Committee.

3. ter The Compliance Committee shall consider any alleged contravention of this regulation as a matter of urgent priority, including whether to conduct an investigation to determine if a breach has occurred, if so determined, whether any measures against the Contractor under [regulation 103] would be appropriate. The Secretary-General shall forward all available potential information and evidence in support of such alleged contravention to the Compliance Committee and the Sponsoring State~~.~~.]

4. Without prejudice to the Compliance Committee's competence to take or recommend measures in accordance with [regulation 103], if a contravention of this regulation relates to a decision that has been taken by the Council or a recommendation of the Commission under these Regulations, then the Council or Commission shall consider the decision or recommendation *de novo*. If the decision of the Council or recommendation of the Commission relates to the approval of a Plan of Work or an extension of an approved Plan of Work,

(a) the Commission shall recommend the disapproval of the concerned Plan of Work or the extension of the concerned Plan of Work; and

(b) the Council shall disapprove the concerned Plan of Work or the extension of the concerned Plan of Work.

5. ~~This regulation shall apply mutatis mutandis to applicants.~~ If the [Compliance Committee ~~determines~~/Council] assesses that this regulation has been contravened by an Applicant:

(a) the Commission shall not recommend approval of a proposed Plan of Work and shall reverse any recommendation for approval of such proposed Plan of Work, and

(b) the Council shall not approve an application for a Plan of Work submitted by the said application, as applicable.

Rev.3 – Group submission (Friends of the President Group on Corruption)

- The text of draft regulation 40 set out above has been provided by the FoP on Prevention of Corruption.
- Reference is also made to the report of that group.

Regulation 41

Other Resource categories

1. The Contractor shall notify the Secretary-General ~~[within 30 Days]~~/[immediately [or within no more than six hours of the discovery]] if it discovers ~~finds~~, within its Contract Area, Resources other than the Resource category to which the Exploitation Contract relates. ~~The Secretary-General shall inform the Council about such notification during the next [available meeting] of the Council.~~ [This notification shall include a [~~detailed~~] description of the resources found].

1.bis The Secretary-General shall inform the Council about such notification during the next available meeting of the Council.

2. Any Exploration for and Exploitation of Resources referred to in paragraph 1 of this regulation shall be the subject of a separate application to the Authority [by any interested party] in accordance with the relevant rules, regulations and procedures of the Authority for that specified category of resources.

~~[3. The application must include a detailed exploration and exploitation plan, an Environmental Impact Assessment, compliant with all relevant Regulations, and Standards, a timetable for the proposed activities.]~~

~~[4. Until athe separate application is submitted and approved, thea Contractor is prohibited from conducting Exploration or Exploitation activities of any resources not expressly covered by the Exploitation Contract, even if located within the Contract Area, or carrying out any other activities that may undermine the Authority's ability to regulate the Exploration or Exploitation of that resource. [shall take necessary measures to avoid any exploitation of the newly discovered resources. Any interim exploration activities must be non-intrusive and comply with environmental protection standards.]~~

Comments

- It is noted that, in its current form, this DR applies only to polymetallic nodules.
- Divergent views have been presented in relation to the timeline in para 1. A compromise could be to state "*immediately*" but then refrain from requiring a "*detailed description*" of the resource, as it might be difficult for a Contractor to both provide a notification right away and provide substantial documentation for this.
- There are divergent views on retaining paras 3 and 4, as their subject matter may already be governed by other DRs. These paragraphs are retained for the time being, in a stricken-out version. **Action: The Council is invited to consider whether they should be omitted.**

Regulation 42

Restrictions on advertisements, prospectuses and other notices

1. [Except to the extent required by any legal or disclosure requirements, including in relation to securities listings] ~~N~~no statement shall be made in any prospectus, notice, circular, advertisement, press release or similar document issued by the Contractor ~~[or with its implied permission, in which it is stated or suggested],~~ or with the express or implied permission of the Contractor, or in any other manner or through any other medium, claiming or suggesting, whether expressly or by implication, that the Authority has or has formed or expressed an opinion over the commercial viability of Exploitation in the Contract Area.

[2. If there is any indication or reason to believe that this regulation has been contravened, the Compliance Committee shall take the matter up for urgent consideration, [~~including to determine if any measures against the Contractor under Regulation 103 would be appropriate, as well as~~ and determine whether to recommend to the Council that an investigation be carried out against all person or persons involved. The Secretary-General shall gather and forward all available and potential information and evidence in support of such allegation to the Compliance Committee [and the Contractor] [and seek the views of the Contractor in relation to any alleged contravention]. The Secretary General shall also notify the relevant Sponsoring State, who shall cooperate with the Authority as well as consider further action pursuant to its national legislation.]

[3. This regulation may ~~shall~~ equally apply to Applicants [~~and prospective Contractors~~]. If the Authority determines that this regulation~~provision~~ has been contravened, based on a verified finding of non-compliance, the application for the approval of a ~~p~~Plan of ~~w~~Work shall be dismissed, or the approval shall be reserved in instances where approval has already been granted, as the case may be. Any such dismissal or reversal shall be subject to procedural safeguards under the Authority's legal framework.

Comments

- A Regional Group suggested deleting the reference to "*implied permission*" in para 1, as this notion may lead to subjective interpretation or unduly broad liability for the Contractor.
- In para 2, a Regional Group proposed deleting the reference to DR 103, as it appears to allow the Compliance Committee to determine whether measures should be taken against the Contractor before an investigation has been conducted.
- Many delegations have emphasized that, for due process reasons, it is important to include the Contractor in the notification process; this has been reflected in para 2.
- In para 3, the reference to "*prospective Contractors*" has been omitted, as this phrase can be considered a synonym of "*Applicant*".

Regulation 43

Compliance with other laws and regulations

1. Nothing in an Exploitation Contract shall relieve a Contractor from its obligations under any national, international or other law to which it is subject, including the laws of a Sponsoring State and flag State.

2. Contractors shall maintain the currency of all permits, licences, approvals, certificates, ~~[insurance policies,]~~ and clearances not issued by the Authority and that may be required to lawfully conduct Exploitation activities in the Area. [Contractors must conduct regular reviews to ensure that all necessary documents are up to date and valid].

3. Contractors shall notify the Secretary-General promptly when a permit, licence, approval, certificate, ~~[policy]~~ or clearance connected with its activities in the Area is terminated, ~~[~~changed~~]~~ or suspended. ~~[~~The Secretary-General shall upon notification ~~confer with~~ request the relevant States ~~to determine~~ how the termination, changes or suspensions may impact the Contractors activities in the Area. The Secretary-General shall then report any information provided by the Contractor and relevant States to the Compliance Committee for their consideration of whether any regulatory action is warranted or additional information from the Contractor or relevant State is required.~~]~~

Comments

- The amendments to this DR were broadly supported during the first part of the thirtieth session. However, there appear to be divergent views regarding the reference to the insurance policy in para 2, as this matter is already governed by DR 36. In addition, the reference to "*policy*" in para 3 must be clearly defined, if it is to be retained here.
- Additionally, some delegations proposed deleting the final sentence of para 2, as the requirement to conduct regular reviews adds a degree of qualification to the Contractor's obligations that may be unnecessary.

Accordingly, this sentence is retained in square brackets for further consideration.

Part IV

Protection and Preservation of the Marine Environment

Section 1

Obligations relating to the Marine Environment

Regulation 44

General Obligations

1. The Authority, Sponsoring States, the Enterprise, Contractors, flag States and [port States] [and the States of registry] shall take necessary measures to ensure effective Protection of the Marine Environment from harmful effects which may arise from the Exploitation, in accordance with these Regulations as well as applicable Standards, consistent with the applicable [and [the relevant Regional Environmental Management Plan], and taking into account the [relevant Regional Environmental Management Plan and] Guidelines [referred to in Regulation 45] and to this end shall, [as applicable in their respective areas of competence]:

(a) aApply the precautionary [principle or precautionary] approach, [as appropriate];

(a) bis aApply an Ecosystem-based Approach;

(b) aApply Best Environmental Practices;

[(c) aApply scientific-based approach and use the Best Available Science and Scientific Information];

(c) bis eEnsure the availability of [sufficient] science and scientific information for the purpose of decision-making;

(c) ter uUse relevant traditional knowledge of Indigenous Peoples and [of] local communities in decision-making, where available;

[(c) quat. recognize and protect cultural [rights or] interests in decision-making];

(d) eEnsure accountability and transparency in the assessment, evaluation and management of Environmental Effects and risks, [including but not limited to [Stakeholder consultation and] public access to environmental information. public participation, and access to justice;]

(e) aApply the polluter pays principle [[approach] [having due regard to the public interest]];

[(f) eElaborate and implement measures to ensure that [harmful effects changes] to the Marine Environment are not transferred, from one area to another or from one type of pollution into another one [and to prevent, reduce and control interference with the

ecological balance of the Marine Environment]. Special attention should be paid to avoiding toxic, persistent and bio accumulative substances; and]

[(hg) cEnsure reasonable regard for climate change Mmitigation and avoidance of impacts on the ocean's capacity to function as a [climate regulator] [carbon sink]; and.]

[(hi) aApply the [mMitigation measureshierarchy to avoid, minimize, mitigate,] and should it become feasible in the future, remediate and restore the Marine Environment from harmful effects caused by activities in the Area.];

[(hi) Alt. apply the Mitigation hierarchy to avoid, reduce, remediate and offset, as applicable, impacts on the Marine Environment.]

2. The Commission shall make recommendations [to the Council] on the implementation of paragraph 1 as required.

3. Nothing in these Regulations shall be interpreted as preventing States from applying environmental or other laws and regulations, or the Enterprise and Contractors from taking measures that are more stringent than those in the rules, regulations and procedures of the Authority relating to the pProtection of the Marine Environment.

[4. Exploitation in the Area and obligations relating to the Marine Environment] [The Rules of the Authority] shall be interpreted and applied in a manner that does not undermine relevant legal instruments and frameworks and relevant global, regional, subregional and sectoral bodies and that promotes coherence and coordination with those instruments, frameworks and bodies.]

Comments

- One delegation proposed to delete current subparas 1(e) and 1(e) Alt. However, most delegations supported subpara 1(e) and is thus retained. Subpara 1(e) Alt. has been deleted, and it is placed in the Further Revised Suspense Document (ISBA/31/C/CRP.2).
- During the negotiations on subpara 1(g) (prev. subpara 1(h)), it was suggested to refer to the ocean's capacity function as a "*climate regulator*" and not a "*carbon sink*".
- Delegations have expressed divergent views on either fully accepting para 4 by removing square brackets or to completely delete it. In this respect, it should be noted that this para draws on the language of the "*not undermining*" clause contained in Art.5(2) of the BBNJ Agreement. However, replicating this language in these Regulations could risk frustrating the purpose of that clause, namely, to provide a criterion for avoiding potential overlaps between mandates and inconsistencies between the acts adopted by the two bodies. Para 4 has therefore been revised and remains in square brackets. **Action: The Council is invited to consider the language of para 4 or to completely delete**.
- During negotiations, several delegations called for better consistency between DR 2 and DR 44, such harmonization has been attempted.

Rev.3 – Group submission (Intersessional Working Group on Regional Environmental Management Plans)

The changes of subparagraph 44(1) set out above is based on a textual proposal submitted by the Intersessional Working Group on Regional Environmental Management Plans on 11 June 2026, facilitated by the Kingdom of the Netherlands.

Rev.3 – Group Submission (Intersessional Working Group on Underwater Cultural Heritage)

Brackets around "rights or" in para 1(c)quater have been suggested removed, based on the submission of the IWG on UCH.

Regulation 44 bis

Regional Environmental Management Plans

~~[1. The Council may request the Commission to prepare a Regional Environmental Management Plan for the regional areas where activities in the Area are likely to take place, for consideration and adoption by the Council.]~~

2. The Commission shall only consider an application for a Plan of Work if a Regional Environmental Management Plan has been adopted by the Council for the particular area and type of resource concerned [in line with the Council approved ~~procedures and template~~ standardized procedure and template for the development, establishment and review of Regional Environmental Management Plans] (GER, BEL, CAN, SPA keep) [, and this applicable Regional Environmental Management Plan is not under review] (GER, SPA del).

~~[2 bis As a general rule, a Regional Environmental Management Plan for a specific area shall be finalized prior to the expiry of the first exploration contract in that area.]~~

3~~2~~. In the event that an application for a Plan of Work is submitted for an area where no ~~such~~ Regional Environmental Management Plan ~~exists,~~ has been adopted [or where a review of the Regional Environmental Management Plan is ongoing] (GBR, BEL keep), the Authority shall prioritise the [review or]~~-~~[development]/[development and adoption] of a Regional Environmental Management Plan applicable to the area in concern [without undue delay] (GBR, GER del).]the drafting of a Regional Environmental Management Plan applicable to the area in concern shall be prioritised. ~~[If such Regional Environmental Management Plan has not been adopted by the Council within 2 years after the submission of an application of a Plan of Work, the Commission shall consider the application for decision without delay, and the Council shall expedite in parallel the formulation of such Regional Environmental Management Plan.]~~

~~[3 bis The Council shall, based on the recommendations of the Commission, adopt the rules, regulations and procedures in relation to the development, establishment and review of Regional Environmental Management Plans.]+~~

Rev.3 – Group submission (Intersessional Working Group on Regional Environmental Management Plans)

- The text of draft regulation 44bis set out above is based on a textual proposal submitted by the Intersessional Working Group on Regional Environmental Management Plans on 11 June 2026, facilitated by the Kingdom of the Netherlands, reflecting two intersessional meetings and one round of written comments conducted during the intersessional period following the first part of the thirty-first session of the Council.

[Regulation 44 ter]

[Strategic] Environmental Goal and Objectives

1. [In performing their roles and obligations [under the Convention, the Agreement, and all relevant rules, regulations and procedures of the Authority,] [under these Regulations] [in relation to exploitation] Contractors, the Enterprise, the Authority and its organs, and Sponsoring States shall be guided by[, and implement and act consistently with,] the Strategic Environmental Goal and Objectives, set out in this regulation.

2. The Strategic Environmental Goal and Objectives in this regulation contribute to [Alt provide guidance for] ensuring the Effective Protection [Alt. effective protection] for the Marine Environment from harmful effects that may arise from activities in the Area, in accordance with article 145 of the Convention.

3. The Strategic Environmental Goal is to conserve and sustain Ecosystem Integrity of the Marine Environment.

The Strategic Environmental Objectives are to:

(a) prevent loss of biological diversity, [including but not limited to genetic, species or functional diversity, habitat or community types, and structural complexity];

(b) maintain the ability of populations to replenish themselves, [including but not limited to ensuring population connectivity and the preservation of suitable habitat];

(c) prevent [significant] [any discernible] changes in the distribution, abundance, behaviour or productivity of species;

~~(d) [Alt 1. prevent further risk to] [Alt 2. protect] [Alt.3 prevent further deterioration of] endangered or threatened species or populations of said species, including those for which the conservation status is unknown;~~

(d) Protect and prevent further risk to endangered or threatened species or populations of said species, including those for which the conservation status is unknown.;

(e) prevent the degradation of ecosystem functions and ecosystem services [including but not limited to carbon sequestration] [recognising that many ecosystem services are yet to be discovered];

(e) [Alt. Sustain ecosystem functions and prevent the degradation of ecosystem services, recognising that many ecosystem services are yet to be discovered.]

(f) [prevent contamination by pollutants, damage to species, or other harmful effects to the Marine Environment [, including the coastline] during all stages of Exploitation and Closure;]

(f) [Alt.1 Prevent contamination by pollutants, and reduce the risk of harmful effects of pollution on the Marine Environment;]

(f) [Alt.2 Prevent, reduce and control pollution and other hazards to the marine environment, with particular attention being paid to the need for protection from harmful effects of such activities as drilling, dredging, excavation, disposal of waste, construction and operation or maintenance of installations, pipelines and other devices related to such activities;]

(g) prevent, reduce and mitigate adverse effects on air and water quality as well as significant changes [in the atmosphere, climate and weather patterns, the terrestrial environment, or] [to] the Marine Environment [from harmful effects that may arise from activities in the Area];

(h) maintain resilience to prevent regime shift and to support recovery from Environmental Effects, including Cumulative Environmental Effects, [including but not limited to those resulting from mining [and climate change], that can affect source populations and communities, connectivity corridors, life-history patterns and species distributions];

(i) protect and conserve the natural resources of the Area and prevent [, reduce and mitigate] damage to the species of the Marine Environment;

(j) prevent degradation of special biological, scientific, archaeological, or historical significance of the Area or the Marine Environment. This shall include the preservation of vulnerable and unique marine ecosystems;

(j) [Alt. protect and preserve rare or fragile marine ecosystems; and]

[(k) prevent harmful effects except mentioned from 4(a) to 4(j) [drilling, dredging, excavation, disposal of waste, construction and operation or maintenance of installations, pipelines or other devices related to activities in the Area]

(l) [placeholder for an environmental objective related to the mitigation hierarchy]

5. [The Council shall ensure that the Strategic Environmental Goal and Objectives pursuant to this regulation are operationalized through region-specific environmental objectives [and measures], including in Regional Environmental Management Plans.])

6. [The Council shall ensure that the Strategic Environmental Goal and Objectives pursuant to this regulation and the region-specific environmental objectives pursuant to paragraph 5 are further operationalised through environmental thresholds, developed pursuant to regulation 45, paragraph 2 and regulation 94.]

Alt. to paragraphs 5 and 6): [The Council shall ensure that the Strategic Environmental Goal and Objectives established pursuant to this regulation are operationalized in a progressive and integrated manner through region-specific environmental objectives [and measures], including as set out in Regional Environmental Management Plans; and environmental thresholds [, developed in accordance with regulation 45, paragraph 2, and regulation 94, which give effect to, and provide measurable parameters for, both the Strategic Environmental Goal and Objectives and the corresponding region-specific environmental objectives].]

7. [Contractors, Applicants, the Enterprise, [the Council, the Commission and Sponsoring States] as applicable, shall ensure that a [proposed [any] Plan of Work [reflects] [is consistent with] [and contributes to] the achievement of the Strategic Environmental Goal and Objectives pursuant to paragraphs 3 and 4 as well as the relevant region-specific environmental objectives pursuant to paragraph 5.]

8. [The Authority shall keep its [Strategic Environmental Goal and Objectives and] region-specific environmental goals and objectives under periodic review and [shall revise them as necessary] [ensure amendments] to reflect advances in scientific research and knowledge, technology, and new contributions from Indigenous Peoples and [from] local communities, [where appropriate]. Where the [Strategic Environmental Goal and Objectives or] region-specific environmental goals and objectives are revised, the Commission shall:

(a) inform Contractors, the Enterprise and Sponsoring States and recommend any modification of a Plan of Work, as necessary, pursuant to regulation 57; and

(b) recommend to the Council any necessary amendments to other relevant instruments.]]

Rev.3 – Group submission (Friends of the President Group on Environmental Goal and Objectives)

- The text of draft regulation 44ter is a result of work conducted by the FOP group on Environmental Goals and Objectives during the first part of the thirty-first session of the Council and the intersessinal period thereafter.
- The text of draft regulation 44ter contains amendments by the ISA screenwriters as a result of the deliberations at Council during the March Session as well as subsequent amendments suggested during the intersessional period.
- Reference is made to the reporting of the group, including its considerations in respect of the placement of the Environmental Goal and Objectives.

Regulation 45

Development of environmental Standards and Guidelines

1. Environmental Standards and Guidelines developed under this regulation shall have the purpose of ensuring the effective Protection of the Marine Environment from harmful effects, in accordance with article 145 of the Convention. [In addition to the environmental Standards, Guidelines on environmental matters may be developed, in accordance with regulation 95.]

~~2. The Council shall, based on the recommendations of the Commission, adopt environmental Standards, [resourced and region specific, where appropriate] [in accordance with Regulation 94], inter alia on the following subject matters:~~

~~(a) [Baseline~~Baseline] E~~e~~environmental studies;

~~(b) Environmental quality objectives;~~

(c) [Resource and region specific] [if applicable] [geological, physical, chemical and biological] indicators and [associated] quantitative thresholds [values], including but not limited to;

[i. Toxicity

ii. Turbidity and settling of resuspended sediments

iii. Underwater noise

iv. Light pollution

v. Habitat loss

vi. Greenhouse gas emissions

vii. biodiversity status and ecosystem structures, functions and services]

(d) Monitoring procedures;

(e) Mitigation Measures, [including restoration measures] [if possible.]

(f) Minimum technical requirements for environmental protection with regard to all the equipment, [operational procedures and processes [taking place onboard the vessel]] used for the Exploitation activities, [including criteria for the assessment methodology to be used.]

(g) [Procedure for the management and] assessment of accidentsal [events] and natural hazards leading to environmental emergencies as well as environmentally hazardous discharges and residual effects of such emergencies, including preparation and implementation of Emergency Response and Contingency Plans.

(h) Procedural and substantive requirements relating to submissions or reports required by these Regulations, including but not limited to: Plans of Work, Environmental Management Systems, Environmental Impact Assessments, Environmental Impact Statements, Environmental Management and Monitoring Plans and Closure Plans.

[43. In addition to the environmental Standards, Guidelines on environmental matters may be developed, in accordance with regulation 95.]

54. The application of this regulation shall be without prejudice to the function of the [Council], [upon recommendation [of by] the] [Commission] to adopt [other] Standards [for the purpose [to of ensuringe] the effective Protection of the Marine Environment from harmful effects, in accordance with article 145 of the Convention.]

5.bis The application of this Regulation shall be without prejudice to the function of the Commission to adopt Guidelines for the purpose of ensuring the effective Protection of the Marine Environment from harmful effects, in accordance with Article 145 of the Convention.

6. Environmental Standards and Guidelines shall be regularly reviewed and updated in response to advancements in scientific knowledge and experience and new contributions from Indigenous Peoples and from local communities.

Comments

- Several delegations supported the incorporation of the content of subparas 2(a)-(h) into DR 94(1) concerning the Standards. This integration has been effected in the present revision.
- While one delegation expressed opposition to the deletion of para 3, the majority of delegations favoured its removal. The substance of the former para 3 has been transferred to the Further Revised Suspense Document.
- In the course of negotiations, a proposal was advanced to relocate the reference to DR 95 from para 4 to para 1. This amendment has been incorporated, and it is accordingly proposed that para 4 (now para 3) be deleted.
- One delegation has proposed the insertion of para 5 bis to address the function of Guidelines in relation to this DR, and another delegation has proposed para 6 to establish requirements for the review and updating of Standards and Guidelines. One delegation observes that the relationship between DR 45 and DR 94 requires clarification. Other delegations consider the content of paras 5 bis and 6 to be redundant in DR 45. Given the apparent overlap with other DRs, this content is included but in deleted form.

Section 2

The Environmental Impact Assessment Process

Regulation 46

[The] Impact Assessment [Process]

1. An A~~a~~pplicant or Contractor shall carry out an Environmental Impact Assessment on the potential impacts and effects on the Marine Environment of the proposed operations and activities [in accordance with the relevant regulations, and Standards, and taking into account the applicable Guidelines].

2. The purpose of an Environmental Impact Assessment [Process] shall be to ~~[~~identify and inform the Authority's assessment of an application of a Plan of Work under regulations 13 to 16, ~~[or a Contract's continued adherence to these Regulations]~~ and predict ~~[~~and evaluate the potential~~]~~ Environmental Impacts [and Environmental Effects], ~~[of]~~ the proposed activities ~~[~~in the Area~~]~~ ~~[~~on the M~~m~~arine E~~e~~nvironment and identify necessary measures to Mitigate, ~~[[prevent], [minimise]]~~ or manage ~~[~~them~~]~~, to enable the Authority to assess [whether:] [the potential [residual] adverse [Environmental Impacts and] Environmental Effects, with the aim to]:

(a) ~~[Ensure~~ the] effective Protection for the Marine Environment from harmful effects which may arise from such proposed activities [is ensured];

(b) ~~[Ensure that~~ all] activities in the Area are carried out with reasonable regard for other activities in the Marine Environment;

(c) [ensure, in accordance with the Convention, that] [the Sponsoring State [or States]] and the Contractors, [in accordance with the Convention,] conduct the [~~Plan of Work for Exploitation~~] [~~Environmental Impact Assessment~~] with due regard to the rights and legitimate interests of any potentially most affected coastal State by maintaining, [~~timely~~] [~~targeted and proactive~~] consultations in accordance with regulation 93 bis~~ter~~; and

(d) [~~Ensure that~~] the proposed activities are carried out in accordance with [~~the Convention, the Agreement~~], the Rules, regulations and procedures of the Authority and the applicable Standards and taking into account the Guidelines as well as, Best Available Scientific Information, Best Environmental Practices, and Best Available Techniques.

3. The [process for] Environmental Impact Assessment~~]~~ shall:

(a) be based on relevant [~~and representative~~] environmental baseline data [~~based on sufficient scientific information~~] in accordance with [~~applicable~~] Standards consistent with the appliable [~~and~~ Regional Environmental Management Plans~~]~~ and taking into account the Guidelines;

(b) be carried out by [~~competent~~], [~~qualified,~~] [~~and~~] experts [or competent individuals];

(b) bis be based on the Best Available [Science and] Scientific Information and, [~~taking into account,~~] [where available], relevant traditional knowledge of Indigenous Peoples and [~~of~~] local communities;

[(b)ter take into account the need for the recognition and protection of cultural [~~rights or~~] interests;]

(c) include an Environmental Risk Assessment that takes into consideration the region as a whole [~~in accordance with~~] the ~~relevant~~applicable Regional Environmental Management Plan;

(c) bis include an underwater survey, [which may be conducted by an expert archaeology surveyor], to identify human remains and [objects and sites of an archaeological or historical nature][Underwater Cultural Heritage] [or any venerated sites] that are located in areas of the proposed Exploitation activities;

[~~(d) Provide for consultation [with all States and Stakeholders];~~]

[~~(d) bis [Provide for]~~ [include] consultation with all States and Stakeholders in accordance with regulation 93 ter~~bis~~, relevant Standards and taking into account the relevant Guidelines.~~]~~

[[~~(e) Be subject to an independent [scientific] assessment prior to the submission of the proposed Environmental Impact Statement to the Authority;~~]]

[~~(e~~f) t~~T~~ake into account the results from Test Mining activities conducted during Exploration~~, [in accordance with Regulation 48 ter]~~;~~]~~

(f~~h~~) i~~I~~dentify scientific and other knowledge gaps or data uncertainties, and [~~assess~~] the degree to which these influence the assessment; and

(g~~i~~) b~~B~~e an iterative process where specific stages are revisited and may be updated in the light of new information or new activity at a later stage.

4. The Environmental Impact Assessment [Process] must follow certain procedural steps and entail the following elements:

(a) a~~A~~ stage for scoping in accordance with regulation 47 bis;

(b) a~~A~~ stage for assessment [~~and evaluation~~] of Environmental Impacts [and Environmental Effects] in accordance with regulation 47;

(c) a~~A~~ stage on the preparation and submission to the Authority of the Environmental Impact Statement to document and report the results of the Environmental Impact Assessment in accordance with regulation 47, the applicable Standards and taking into account the [relevant] Guidelines; and

(d) the publication and review by the Commission of the Environmental Impact Statement, and publication of the ~~[~~Commission's~~]~~ report and recommendations to the Council pursuant to regulations 11-15.

Comments

- First and foremost, the overall discussion on the scope of this DR (whether to include the reference to EIA being a "*process*") is recalled from the negotiations during the last meeting. Several delegations suggested to keep the description of this solely being an "*Environmental Impact Assessment*" while other advocated that the DR should encompass a reference to this also being a "*process*. The references to "*process*" are therefore placed in square brackets. **Action: The Council is invited to decide on whether the references to "*process*" should be adopted or rejected in this provision.**
- In para 1, one delegation proposed moving the reference to REMPs within the regulation, which has been implemented.
- One delegation proposed retaining the phrase "*or a Contract's continued adherence to these Regulations*" in para 2. The square brackets are retained for further discussion.
- One delegation suggested deleting "*the potential adverse Environmental Effects, with the aim to*" in para 2. However, other delegations expressed support for this phrase and submitted changes to it. **Action: The Council is invited to decide on this sentence, placed in square brackets.**
- In subpara 2(c), conflicting proposals have been received on structuring that DR.
- New subpara 2(c) bis has been proposed by the IWG on UCH.
- Some delegations wish to delete "*Ensure, in accordance with the Convention, that*" and retain "*the Sponsoring State [or States]*," while other delegations propose to delete "*the Sponsoring State [or States]*" and retain "*Ensure, in accordance with the Convention, that*." **Action: The Council is invited to decide on which phrase it prefers.**

- Subpara 3(a) has been updated with input from a joint proposal on Test Mining.
- Subpara 3(f) has been amended with input from a joint proposal on Test Mining.
- Several delegations requested that the scope and consequences of the terms "*impacts*" and "*effects*" be clarified to assess whether reference to both is needed. Many delegations concluded that reference to both is indeed needed and that this constitutes a cross-cutting issue. Reference is made in this respect to the cross-cutting proposal of the IWG on EMM.

Rev.3

Group submission (Intersessional Working Group on Regional Environmental Management Plans)

- The changes of subparagraphs 46(3)(a) and (c) set out above is based on a textual proposal submitted by the Intersessional Working Group on Regional Environmental Management Plans on 11 June 2026, facilitated by the Kingdom of the Netherlands.

Group Submission (Intersessional Working Group on Underwater Cultural Heritage)

- Brackets around "rights or" in para 3(b)ter have been suggested removed, and brackets around the reference to venerated sites in para 3(c)bis have been added, based on the submission of the IWG on UCH.

Regulation 47

Environmental Impact Assessment

1. The A~~a~~pplicant or Contractor shall, in accordance with the Standards, and taking into account the Guidelines, undertake an impact assessment, [~~[as described in Regulation 46 (4),]~~] based on the terms of reference ~~[~~agreed~~]~~ in the Scoping Report. This includes assessing:

(a) t~~T~~he intensity or severity of the impact [or effect] at the [area being affected];

(b) t~~T~~he spatial extent of the impact [or effect] relative to the availability of the habitat type affected;

(c) t~~T~~he sensitivity ~~[~~and~~]~~ vulnerability of the ecosystem to the impact [or effect, if applicable];

(d) t~~T~~he ability of an ecosystem to recover from harm, and the rate of such recovery;

(e) t~~T~~he extent to which ecosystem functions may be altered by the impact [or effect]; and

(e)bis the extent to which human remains and [objects and sites of an archaeological or historical nature] [Underwater Cultural Heritage] [or any venerated sites] may be altered or otherwise affected by the impact; and

[(e)ter the extent to which cultural [rights or] interests may be affected by the impact.]

[[(f) The timing and duration of the impact relative to the period in which a species needs the habitat during one or more of its life history stages affected for its long survival.]]

2. [In] undertaking the impact assessment, the Aapplicant or Contractor shall complete:

(a) aAn analysis of reasonable alternatives to the planned activity, including the no-action alternative;

(b) aAn Environmental Risk Assessment, which adds to the preliminary Environmental Risk Assessment required during scoping by regulation 47 bis, paragraph 3, subparagraph (b);

(c) aAn analysis of the results of the Environmental Risk Assessment, including identification of risks requiring particular focus, including in the Environmental Management and Monitoring Plan;

(d) iIdentification of measures to monitor [Environmental Impacts and] Environmental Effects to identify measures to [prevent], mMitigate and manage such [impacts,] effects and risks to as low as reasonably practicable, while within acceptable levels in accordance with environmental Standards, [including through the development of an Environmental Management and Monitoring Plan];

(d) bis an analysis of the sufficiency of scientific information needed to perform the assessments listed in paragraph 1; and

[(e) pProvide for [engagement with potentially directly affected States Stakeholders]-/[consultation with all States and Stakeholders] [and] in accordance with [regulation 93 ter], [relevant applicable] Standards and taking into consideration account the relevant Guidelines.;]

Comments

- Subpara 1(e)bis was proposed by the IWG on UCH.
- Several delegations propose deleting subpara 1(f), while one delegation supports retaining it. The provision has been deleted but remains for the Council's consideration.
- One delegation supports subpara 2(d), noting that the reference to "*prevent, mitigate and manage*" mirrors the wording in the BBNJ Agreement.
- Two alternative formulations for subpara 2(e) have been proposed: one delegation suggests *"Provide for engagement with potentially directly affected States in accordance with..."* while another proposes "*A consultation with all States and Stakeholders in accordance with...*". **Action: The Council is invited to decide on which version it prefers. (Both versions are placed in square brackets.)**

- A proposal was made to reverse the order of DR 47 and DR 47bis, placing the latter (on Scoping) immediately after DR 46. **Action: The Council is invited to decide on this suggested placement.**

Rev.3 – Group Submission (Intersessional Working Group on Underwater Cultural Heritage)

Brackets around the reference to venerated sites in para 1(e)bis have been added, and brackets around "rights or" in para 1(e)ter have been suggested removed, based on the submission of the IWG on UCH.

Regulation 47 bis

Scoping

1. An A~~a~~pplicant or Contractor shall undertake scoping and prepare and submit to the Secretary-General a Scoping Report in accordance with this regulation, Annex III bis, the applicable Standard and taking into account the applicable Guidelines.

2. An A~~a~~pplicant or Contractor shall use Environmental Impact Assessment scoping to identify and prioritize the main activities and potential impacts associated with the proposed Exploitation, in order to focus the Environmental Impact Assessment and Environmental Impact Statement on the key environmental issues.

[2 bis An Applicant or Contractor shall ensure that key environmental and any associated impacts, such as economic, social, cultural and human health impacts, including potential cumulative impacts, as well as alternatives to the planned activity, if any, to be included in the Environmental Impact Assessments, are identified.]

3. In undertaking the Environmental Impact Assessment scoping, the A~~a~~pplicant or Contractor, shall:

(a) review available data and knowledge, and propose additional data to be collected and studies needed to complete an Environmental Impact Statement in accordance with these Regulations;

(b) undertake a preliminary impact analysis and Environmental Risk Assessment which will be updated as the Environmental Impact Assessment proceeds;

~~[~~(c) identify ~~[~~potentially affected~~]~~ Stakeholders in accordance with ~~[~~the applicable~~]~~ Standards and taking into account the Guidelines;~~]~~

(c) bis engage [Consult] with ~~[~~potentially affected~~]~~ [States ~~Stakeholders,~~] and in accordance with ~~[~~regulation 93 bis~~ter~~.,~~]~~ Standards and taking into account the Guidelines;

(d) identify and evaluate feasible alternative means of carrying out the project that will be ~~[~~further~~]~~ examined in the Environmental Impact Assessment;

(e) use the best available science and scientific information and, where available, relevant traditional knowledge of Indigenous Peoples and ~~[~~of~~]~~ local communities;

[(e)bis take into account cultural ~~[~~rights or~~]~~ interests;]

(e)ter review the Best Available Scientific Information and, where available, relevant traditional knowledge of Indigenous Peoples and [of] local communities and conduct consultations with the relevant Stakeholders to identify, to the extent possible, potential areas containing human remains and [objects and sites of an archaeological or historical nature] [Alt. 2 Underwater Cultural Heritage] [or any venerated sites] that are located in areas of the proposed Exploitation activities;

(f) identify terms of reference for the Environmental Impact Assessment; and

(g) prepare a Scoping Report.report on the outcomes of scoping described above, including the terms of reference ("Scoping Report").

4. The Aapplicant or Contractor shall consult on the Scoping Report, with all States and Stakeholders, in accordance with regulation 93 terbis, [before submission for approval].

5. The Commission shall consider a Scoping Report submitted in accordance with this regulation, and taking into account the consultation submission received under regulation 93 terbis, paragraph 8, the Aapplicant or Contractor's written response prepared under regulation 93 terbis, paragraph 9, any additional information provided by the Secretary-General, and in accordance with [the applicable] Standards and taking into account the Guidelines. [Based on this review, the Commission shall either approve a Scoping Report, disapprove it or make recommendations to the applicant or Contractor under paragraph 7.]

6. The Commission [may shall, within 60 days following its receipt of the report and any comments received as part of the consultation process referred to in paragraph 5,] recommend that the Aapplicant [or Contractor]:

(a) revise the preliminary Environmental Risk Assessment, terms of reference or other aspects of the Scoping Report;

(b) submits [the a revised Scoping] rReport, [including any amended terms of reference] for further consideration [by the Commission]; or

(c) further consults under regulation 93 terbis on any revised Scoping Report, particularly if the recommendations are likely to lead to a Material Change in the Scoping Report; and

[(d) proceed with the preparation of the Environmental Impact Assessment based on the agreed terms of the reference contained in the Scoping Report.]

7. The Applicant or Contractor [must obtain shall, before proceeding with the next steps of the Environmental Impact Assessment pursuant to regulation 47 agree the final contents of the draft terms of reference with the Commission (or have obtained approval of the scoping or taken account of any recommendations of the Authority provided prior to the adoption of these Regulations). ['s approval of the Scoping Report under paragraph 6 before proceeding with the next steps of the Environmental Impact Assessment pursuant to Regulation 47.]

Comments

- One delegation proposes to insert new para 2 bis to harmonise the scope of the impact assessment with Art. 31 of the BBNJ Agreement.

- New subpara 3(e)bis has been proposed by the IWG on UCH.
- One delegation proposes to amend para 7 to remove the requirement for the LTC to approve the Scoping Report as it only is for the LTC to recommend.

Rev.3 – Group Submission (Intersessional Working Group on Underwater Cultural Heritage)

Brackets around the reference to venerated sites in para 1(e)bis have been added, and brackets around "rights or" in para 1(e)ter have been suggested removed, based on the submission of the IWG on UCH.

Regulation 48

Environmental Impact Statement

1. An A~~a~~pplicant or Contractor, ~~[~~as the case may be,~~]~~ shall prepare an Environmental Impact Statement in accordance with this regulation, ~~[~~Annex IV, the applicable Standards and taking into account Guidelines~~]~~. ~~[~~The~~]~~ Statement ~~[~~shall~~]~~ be considered by the Authority in accordance with Part II or regulation 57 and is required for an application for a Plan of Work pursuant to regulation 7, paragraph 3, subparagraph (d).

2. The Environmental Impact Statement shall document and report the results of the Environmental Impact Assessment carried out in accordance with regulation 47 and shall provide the Authority, its member States and other Stakeholders with [clear] documentation of the potential [Environmental Impacts and] Environmental Effects based on ~~[~~the Best Available Scientific Information,~~]~~[including relevant and sufficient baseline environmental data and taking into consideration the] Best Environmental Practices, [~~[and Best Available Techniques,]~~] and Good Industry Practice.

2. bis The A~~a~~pplicant or Contractor shall engage with potentially directly affected Stakeholders, and in accordance with ~~[~~regulation 93 bis~~ter]~~ applicable Standards, and taking into account Guidelines, during the development of the Environmental Impact Statement.

~~[~~2. ter The A~~a~~pplicant or Contractor shall consult with all States and Stakeholders in accordance with regulation 93ter on the Environmental Impact Statement before submission for approval.~~]~~

3. The Environmental Impact Statement shall be in a form, [and entail all elements,] prescribed by the Authority in ~~[~~Annex IV~~]~~ and the ~~[~~applicable~~]~~ Standard and ~~[~~taking into account] the applicable~~]~~ Guidelines, and shall:

(a) detail the results of the Environmental Impact Assessment including the methodology used, ~~[~~the sufficiency of [data and] information~~]~~ and evaluation of the identified Environmental Impacts [and Environmental Effects];

~~[~~(a) bis be based on sufficient baseline environmental data and results of the performed Test Mining activities~~Study~~, where applicable;~~]~~

(b) demonstrate that the proposed Exploitation is in accordance with all [~~relevant~~ applicable] environmental Standards and consistent with the applicable Regional Environmental Management Plan and [taking into consideration] the Authority's

environmental [goals and] objectives] ~~and [[taking into consideration]] the relevant Regional Environmental Management Plan, [[environmental baseline data]]~~ as well as any [Test Mining activities conducted during Exploration;] [or relevant data from any Test Mining activities] [additional objectives set by the Contractor] ~~[additional objectives as set by the Contractor]~~ [and any results of the performed Test Mining ~~Study~~activities, where applicable];

(c) describe engagement and consultations undertaken and identify [~~substantive [and relevant~~] comments received through consultation~~]~~ ~~[~~with [~~all~~] States [~~and Stakeholders~~] on the Environmental Impact Assessment and [in accordance with regulation 93 ter] [include the written response prepared under regulation 93bis, paragraph 9];

~~[[(c) bis Demonstrate it has conducted consultation with Stakeholders, in accordance with [Regulation 93 ter] [and Regulation 93 bis] and the applicable Standards, and taking into consideration the Guidelines.]]~~

(d) be prepared in clear language and in an official language of the Authority together with an English-language version, where applicable.~~,~~

[~~5~~4]. The Environmental Impact Statement of every project, including any revisions, ~~[~~shall~~]~~ be ~~[~~made~~]~~ available on the Authority's website.

Comments

- In the first line of para 1, one delegation proposes to delete "*as the case may be*" while another requested it be retained. It is retained in square brackets.
- Support for accepting the proposed para 2 ter.
- The addition of "*Test Mining activities conducted during Exploration;*" in subpara 3(b) is part of the output from the IWG on Test Mining.
- In subpara 3(c), delegations have favoured two different endings by either referring to the EIA being done; *"in accordance with regulation 93 ter"* or to *"include the written response prepared under regulation 93bis(9)"*. In theory, both references could be included but this compromise was sought in (prev.) subpara 3(c) bis which did not receive support. **Action: The Council is invited to either accept one of the endings or re-visit the proposed subpara 3(c) bis (currently deleted in square brackets.)**
- With regard to current para 4, it is worth noting that Art. 29(5) of the BBNJ Agreement requires Parties to ensure publication of the EIA report through the Clearing-House Mechanism, even when the assessment is conducted under a different relevant international framework or body (which would include the Authority). On this basis, Sponsoring States that are Parties to the BBNJ Agreement must ensure that the Environmental Impact Statement prepared under this regulation is also published through the BBNJ Clearing-House Mechanism. However, it has been suggested that – should closer cooperation with the Secretariat of the BBNJ Agreement be established – this task could alternatively be undertaken by the Secretariat of the Authority.

Rev.3

Group submission (Intersessional Working Group on Regional Environmental Management Plans)

Some of the changes of subparagraph 48(3)(b) set out above is based on a textual proposal submitted by the Intersessional Working Group on Regional Environmental Management Plans on 11 June 2026, facilitated by the Kingdom of the Netherlands.

Group submission (Intersessional Working Group on Test Mining and Pilot Mining)

Some changes have been proposed by the Intersessional Working Group on Test Mining and Pilot Mining on subparagraphs 3(a)(b) and subpara b. Reference is made to the groups proposals and reporting.

Regulation 48 bis

[New Environmental Impact Assessment and Revised Environmental Impact Statement [or Revision of Environmental Plans]] / [Revision for change or new or increased effect or risk]

1. If a Contractor becomes aware that any of the circumstances listed in paragraph 2 below have not been addressed by either an Environmental Impact Assessment or an Environmental Plan, it shall promptly notify the Secretary-General in writing, including:

(a) a detailed description of the circumstance;

(b) details of the potential [impact,] effect on or risk to the Marine Environment; and

(c) details of any Environmental Impact Assessment conducted or to be conducted, or proposed modification to the Environmental Plans.

2. The relevant circumstances for the purpose of paragraph 1 are:

~~[(a) A change to an existing Plan of Work is proposed which is likely to [significantly] increase the adverse Environmental Effects [or risks] caused by the activities, and is not covered by Regulation 57(3);]~~

(b) environmental monitoring demonstrates that impacts [and effects] significantly exceed the impact predictions made in the Environmental Impact Statement [and which are not the result of natural variability or natural changes in the Marine Environment];

(c) an activity described in the Plan of Work is predicted to [[consistently and persistently]] exceed the impact thresholds set out in the Standards on environmental thresholds [~~[~~in a manner that results in demonstrated non-compliance with these Regulations~~]~~];

(d) an applicable Standard, activity or predicted [significant] impact [or effect] has not already been addressed by an Environmental Impact Statement; or

(e) a review of existing Environmental Impact Assessment or Environmental plans is otherwise deemed necessary by the Commission or Council, in accordance with applicable Standards and taking into account the Guidelines, including following its review of a Contractor's activities contained in an annual report submitted pursuant to regulation 38 or review of a Plan of Work pursuant to regulation 58.

3. The Secretary-General shall transmit the information received from the Contractor under paragraph 1 above to the Commission. The Commission shall assess the information and determine whether the Contractor shall undertake an Environmental Impact Assessment and [propose] a revised Environmental Impact Statement; [or make modification to the Environmental Plans] or [make] other modification to the Plan of Work in accordance with regulation 57.

[4. In order to proceed with Exploitation on a site within the Contract Area, where such Exploitation activity was not covered by the agreed Plan of Work, the Contractor must submit a new Environmental Impact Statement and revised Plan of Work, which must be approved by the Authority in accordance with regulations 11 to 16.]

[45.] For the avoidance of doubt, any Environmental Impact Assessment and revision to an Environmental Impact Statement conducted pursuant to this regulation shall be subject to the full processes prescribed in these Regulations.

Comments

- One delegation suggests the deletion of subpara 2(a).
- In subpara 2(c), some delegations propose to remove the square brackets around "*consistently and persistently*" and "*in a manner that results in demonstrated non-compliance with these Regulations*" (i.e. accepting these) while other delegations propose deletion of these. **Action: The Council is invited to decide on whether to accept or reject these.**
- New para 4 originates from DR 16, but was proposed to be inserted in this DR.
- Finally, considering the negotiations during the second part of the thirtieth session, the title of this DR should be discussed to find a joint proposal. The title should reflect the interlink with DR's 47 and 48. Also, the proposal made to DR 47 to change the order of appearance with DR 47 on Scoping could be recalled in that regard. If DR 47 on EIA became 47 bis, it could create a synergy in appearance in relation to this DR (48 bis) as it would address the subject matter of the two preceding DRs (DR 47 bis and DR 48). **Action: The Council is invited to decide on this.**

[Regulation 48 ter

Test Mining

1. Subject to this Regulation, [an Aapplicant [or] a Contractor] shall conduct Test Mining [prior to submitting an application for a Plan of Work for Exploitation]/[[or] before starting any commercial mining under an Exploitation Contract]. Information gathered through Test Mining shall be compiled in a Test Mining report in accordance with Annex IV, be in accordance with the [applicable] Standard and [taking into

~~consideration] Guidelines [and shall inform on the application for a Plan of Work for Exploitation in particular with regard to the protection of the environment, [if applicable].~~

~~1bis. Test Mining may have also to be undertaken in case of developing of new mining equipment.~~

~~[2. [bis] The purpose of the Test Mining is to validate that the proposed mining equipment is technically appropriate [and to get evidence to support the information provided by an applicant in its application for a Plan of Work for Exploitation, and to validate that the impacts and] the effects of the Exploitation activity, in particular with regard to the Protection of the [Marine] environment, [do not harm the marine environment and] operates as described in the Environmental Impact Statement./Plan of Work].]~~

~~3. Test Mining in the Area requires a prior approval by the [Commission] and shall be carried out with reasonable regard for other activities in the Marine Environment, in accordance with Articles 87 and 147 of the Convention, and in accordance with the applicable Standards and taking into consideration the Guidelines and Recommendations [issued by the Commission under the Exploration Regulations], in particular to ensure that the Marine Environment is effectively protected from [harmful effects], [including the cumulative effects], in accordance with Article 145 of the Convention.~~

~~4. Test Mining does not have to be undertaken if the [data and] [information] pursuant to paragraph [2] has been provided through other Test Mining undertaken by the Aapplicant, [Contractor], by other contractors, or in the context of another approved Plan of Work for Exploration or Exploitation. Where the Aapplicant or [Contractor] relies on such information it shall compile the information in its Test Mining report and explain why this information is sufficient evidence for the purpose of paragraph [2]. The Commission shall, in its review of an [application] [[request]] assess whether the [data and] information provided by the applicant in the Test Mining report pursuant to paragraph 1 above is sufficient to demonstrate compliance with the requirements set out in paragraph [2] above and report to the Council pursuant to Regulations 11-15.~~

~~5. [Before commercial mining may commence in accordance with Regulation 25], a validation monitoring system shall be established by the Contractor, in line with the Environmental Management and Monitoring Plan, in order to monitor whether the requirements of the Plan of Work are complied with. In case of non compliance, Regulation 52 will apply.~~

~~6. Any gains from Mineral resources which have been collected during Test Mining shall be paid to the Environmental Compensation Fund, as established by Regulation 54. [To this and prior to the commencement of Commercial Production, a Contractor shall provide the Secretary General with a Test Mining royalties report containing the information specified in the applicable Standards and Guidelines in respect of any minerals collected during Test Mining. Royalties in respect of mineral resources that have been collected during Test Mining shall be paid at the time the Contractor makes its first payment or royalties after the date it commences Commercial Production.]~~

~~7. If a Material Change has been determined in accordance with Regulation 25 and 57 (2), the Commission shall consider and determine whether and on which aspects any additional Test Mining may have to be undertaken in order to provide sufficient~~

~~information to satisfy the requirements of paragraph [2] above. In this case, paragraphs 1 and 3 above apply.~~

~~8. After the Test Mining, the Contractor shall submit to the Commission a Ttest Mmining report. The Test Mining report shall provide [sufficient] information on the findings from the Ttest Mmining, in accordance with the Standards and taking into consideration the Guidelines. [The Ttest Mmining report shall provide the Commission with sufficient information to review the results in light of the Environmental Impact Statement/Plan of Work.]~~

~~9. f the Test Mining was conducted after approval a Plan of Work for Exploitation,] The Commission shall, without undue delay, review the findings of the Ttest Mmining study in light of the Environmental Impact Statement/Plan of Work. If the findings of the Test Mining are in accordance with the Environmental Impact Statement/Plan of Work, the Commission shall notify the Contractor, and the Contractor may commence Commercial Production in accordance with the Exploitation Contract.~~

Comments

- A joint proposal from several delegations has suggested deleting DR 48 ter and instead using DR 48 ter Alt.2 below. However, one delegation has proposed several amendments to DR 48 ter, which have been inserted in strikethrough format.
- One delegation note that Test Mining should be undertaken during the exploration phase of operations to ensure consistency with Annex 3, Art. 17 of the Convention. It is further suggested that Test Mining data be included as a specific requirement in the EIA and EIS (DR 47 and DR 48, or via the EIS template in Annex IV). Test Mining results may then inform the ISA's evaluation of applications for a Plan of Work for Exploitation.

Regulation 48 ter ~~Alt.~~

Pilot Mining

[1. Unless otherwise provided, nothing in this regulation shall exempt the Applicant or Contractor, as the case may be, from conducting Test Mining before the submission of a Plan of Work for Exploitation.]

[1.Alt. Unless otherwise provided, nothing in this regulation shall exempt the Applicant or Contractor from conducting Test Mining and Pilot Mining.]

2~~1~~. Subject to this regulation and the applicable Standard, a Contractor shall conduct "Pilot Mining" before starting any Commercial Production under an Exploitation Contract. Information gathered through Pilot Mining shall be compiled in a Pilot Mining ~~r~~Report in accordance with the applicable Standard and taking into account the Guidelines.

[3~~2~~. Pilot Mining is conducted by a Contractor in its preparation for commencement of Commercial Production, and to assist the Commission in its [evaluation] [validation] of the Feasibility Study.]

4~~3~~. The purpose of ~~the~~ Pilot Mining is to[:

(i) validate that the proposed mining equipment is commercially and technically appropriate;

(ii) ensure that the Environmental Impacts and Effects of the activity are in accordance with the Environmental Impact Statement [and the conditions of the Exploitation Contract][, and to inform the Plan of Work]; and

(iii) prove the technical capabilities of the [Applicant][Contractor to carry out its activities in accordance with the [Exploitation Contract[Plan of Work].] ~~and the effects of the activity, in particular with regard to the Protection of the environment, operates as described in the Environmental Impact Statement/Plan of Work.~~

[5~~4~~. Pilot Mining ~~in the Area~~ requires a prior approval by the Commission [and Council] and shall be carried out with reasonable regard for other activities in the Marine Environment, in accordance with articles 87 and 147 of the Convention, and in accordance with the [Exploitation contract and the] applicable Standard and taking into account the Guidelines, in particular to ensure effective protection for the M~~m~~arine E~~e~~nvironment from harmful effects in accordance with article 145 of the Convention.]

6. A validation monitoring system shall be established by the Contractor, in line with the Environmental Management and Monitoring Plan [and the requirements set out in the applicable Standard [and taking into account the Guidelines], in order to monitor [, once Commercial Production has started,] whether the requirements of the Plan of Work are complied with. In case of non-compliance, regulation 52 will apply.

6.Alt. The Contractor shall establish a Validation Monitoring System for a specified period of time, in line with the requirements set out in the applicable Standard and taking into account the Guidelines, in order to minotor the environmental impacts and effects of Pilot Mining.

6bis. The Authority shall make arrangements, prior to the conduct of any Pilot Mining activities by a Contractor, for an independent scientific review of the Pilot Mining report prepared by the Contractor, in line with the requirements set out in the applicable Standard and taking into account the Guidelines. The outcome of the independent scientific review of the Pilot Mining report shall inform the review by the Commission as set out in paragraph 9bis. of this regulation.]

7~~5~~. Any gains from ~~Mineral r~~Resources which have been collected during Pilot Mining shall be paid to the ~~Environmental Compensation Fund, as established by Regulation 54~~ mechanism for the sharing of benefits to be established by the Authority.

8~~6~~. If a Material Change has been determined in accordance with regulation 25 ~~and~~ or 57, paragraph 2, the [Council][Commission] shall determine whether and on which aspects any additional Pilot Mining may have to be undertaken [based on the recommendations of the Commission] in order to ~~provide sufficient information to~~ satisfy the requirements of paragraph [3]~~2~~ above. In this case, paragraphs [2]~~1~~ and [4]~~3~~ above apply.

9~~7~~. After the Pilot Mining, the Contractor shall submit to the Commission [within … days] a Pilot Mining ~~r~~Report. The Pilot Mining ~~r~~Report shall provide information on the findings from the Pilot Mining, in accordance with the applicable Standard[s] and taking into account the Guidelines. On this basis, the Contractor shall accordingly update [its Environmental Plans][all relevant plans, including the Environmental Plans and the Mining Workplan]. The Pilot Mining ~~r~~Report and [the updated Environmental Plans][all updated plans, including the Environmental Plans and the Mining Workplan]

shall mutatis mutandis be subject to regulation 11 and provide the Commission with required information for its assessment [according to regulation 13].~~to review the findings in light of the Environmental Impact Statement/Plan of Work~~.

[9bis] The Commission shall, [without undue delay][within 60 Days], review the findings of the Pilot Mining ~~study~~ Report [and the updated Environmental Plans][all updated plans, including the Environmental Plans and the Mining Workplan] and [make appropriate recommendations to the Council].

10~~8~~. The Council shall, [without undue delay [within 60 days], consider the findings of the Pilot Mining ~~study in light of the Environmental Impact Statement/Plan of Work based on the recommendation of the Commission~~ Report and [the updated Environmental Plans][any updated plan, including the Environmental Plans and the Mining Workplan] based on the recommendation of the Commission and in accordance with the procedure set out in regulation 16. If the findings of the Pilot Mining and [the updated Environmental Plans][any updated plans, including the Environmental Plans and the Mining Workplan] are in accordance with the ~~Environmental Impact Statement/Plan of Work~~ criteria set out in regulation 13, the Council shall make an affirmative decision and notify the Contractor through the Secretary-General. Thereafter, the Contractor may commence Commercial Production in accordance with the Exploitation Contract.~~]~~

[10bis. If the [Commission][Council] determines that the findings of the Pilot Mining or [the updated Environmental Plans][any updated plans, including the Environmental Plans and the Mining Workplan] are not in accordance with the criteria set out in regulation 13, the Council shall notify the Contractor accordingly through the Secretary-General.]

[11. The provisions under regulations 12 to 16 shall apply mutatis mutandis to paragraphs 8 to 10 in this regulation.]

[12. Pilot Mining shall not equate to Commercial Production as defined under regulation 27 and in the Schedule.]

Rev 3 - Group submission (Intersessional Working Group on Test Mining and Pilot Mining)

The language included in this text reflects the proposal of the IWG on Test Mining, which has been further amended in the intersessional period between the first and the second part of the thirtyfirst session. Reference is made to the groups proposals and reporting.

The Group has also submitted a document which also summarises the list of the main outstanding issues concerning Test Mining, which remains available on the website of the Authority.

Section 3

Environmental Management and Monitoring

Rev 3 – Group submission (Intersessional Working Group on Closure Plans and Environmental Management and Monitoring)

Section 3 on Environmental Management and Monitoring has undergone a substantial restructuring in the context of the work carried out intersessionally by the IWG on EMM and on Closure Plan. As a result of the latest joint proposal of the Facilitators of the IWGs on Environmental Management and Monitoring and Closure Plan, both this documents are now regulated by this section. The previous section on Closure Plan (DRs 60 to 62) has therefore been deleted.

Reference to REMPs throughout this section have been adjusted in line with the proposal received by the IWG on REMPs, with the exception of draft regulation 51 (previously 59, now suggested deleted) and 60bis (now deleted).

Regulation 49

Environmental Management and Monitoring

1. A Contractor shall continuously ~~[~~and/~~]~~or continually, as appropriate, monitor and manage the Environmental Impacts and Environmental Effects [and risks] of its activities on the Marine Environment,~~ [in accordance with the Environmental Management and Monitoring Plan and the Closure Plan]~~.

~~2. A Contractor shall monitor the Environmental Impacts and Environmental Effects [and risks] of its activities on the Marine Environment [to determine whether they are having or are likely to have harmful effects on the Marine Environment] to assess compliance with the [Environmental Impact Assessment and] Environmental Impact Statement and Environmental Management and Monitoring Plan and Closure Plans[and to avoid risk of Serious Harm to the Marine Environment]. Such monitoring shall include a comparison of monitoring data against environmental threshold values and a comparison between monitoring data and the effects predicted in the Environmental Impact Statement, to measure, analyse, and document the actual effects on the Marine Environment.~~

2 ~~alt.~~ The Contractor shall monitor the Environmental Impacts and Environmental Effects of the activities to:

[a) assess compliance with the ~~Environmental Impact Assessment,~~ Environmental Management and Monitoring Plan and Closure Plan; and,]

[(a)alt determine whether the Environmental Impacts and Environmental Effects are as predicted in the Environmental Impact Statement, and within environmental threshold values set out in the applicable Standards;]

b) measure, analyse, and document the ~~actual~~ [Environmental Impacts and Environmental E]~~e~~ffects on the Marine Environment; and

c) determine whether the activities are having or are likely to have harmful effects on the Marine Environment.

In doing so, the Contractor shall include a comparison of monitoring data against environmental threshold values contained in applicable Standards and a comparison between monitoring data and the effects predicted in the Environmental Impact Statement.

3. Monitoring shall be conducted until [completion of a Closure Plan]/[Council decides that a Contractor has met the objectives of the Closure Plan].

4. The Contractor shall Mitigate and manage Environmental Impacts and Environmental Effects [and risks] to ensure that these are ~~consistent~~ compliant with the Standards, including ~~[~~threshold values,~~]~~ and the Exploitation Contract and its schedules ~~[including the predictions made in the Environmental Impact Statement]~~ until the end of the Exploitation Contract [period]/[term].

4bis. The objectives of the monitoring and management set out in this Section 3 is to ensure that the Marine Environment is effectively protected from harmful effects of activities in the Area, and that ~~after Exploitation activities, that~~:

~~[~~(a) Ecosystem Integrity has been maintained [or restored][, in accordance with the environmental goals and objectives in regulation 44ter];

[(b) Any adverse [Environmental Impacts and] Environmental Effects arising from [Exploitation and] Closure are Mitigated, and residual Environmental Effects continue to be monitored and reported for the period prescribed in the Closure Plan;]

~~[(d) all installation and equipment, or parts thereof, [and waste] are removed from the [Mining Area]/[Contract Area]; [and]]~~

[(c~~e)~~~~Alt.~~ all installations, equipment or parts thereof introduced into the Area or Marine Environment in connection with the Contractor's activities under the Contract are removed[, following the cessation of Commercial Production]]

5. If the Contractor or Authority identifies harmful effects on the Marine Environment that breach the terms and conditions of its Exploitation Contract or the relevant rules, regulations and procedures of the Authority, including the applicable Standards, ~~[taking into account the Guidelines,]~~ ~~[~~and if the harmful effects is an Incident or Notifiable Event, the Contractor shall proceed in accordance with regulation 33 or 34,as applicable~~]~~. ~~[~~All harmful effects identified by the Contractor shall be reported in according to regulation 50bis~~]~~.

Regulation 49bis

Environmental Management System

1. A Contractor shall have in place, implement and maintain an Environmental Management System that meets the requirements of the relevant Standard and taking into account the Guidelines, for the purpose of monitoring, managing, and continuously improving its environmental performance, including through implementing the Environmental Management and Monitoring Plan and Closure Plan.

2. The Environmental Management System shall be detailed in the Environmental Management and Monitoring Plan in accordance with regulation 7, paragraph 3.bis,

subparagraph (h). An Environmental Management System shall refer to the following iterative process to:

(a) [~~establish environmental objectives and processes necessary to~~] deliver [~~results in accordance with~~] the Authority's environmental objectives in the Contract Area, including those reflected in the applicable [~~relevant~~][~~Applicant's~~] Regional Environmental Management Plan ~~Environmental Management and Monitoring Plan~~ and the [Environmental Goals and Objectives in Regulation 44ter, through the Contractor's][applicable][relevant] ~~Regional Environmental Management Plan~~ Environmental Management and Monitoring Plan;

(b) implement and monitor the processes as planned and report the results to the Secretary-General~~; the reporting is reflected in the delivery of the annual reports~~] pursuant to regulation 38~~, including details of any accidents or incidents and Notifiable Events~~; and

(c) take actions to continually improve the performance of the Environmental Management and Monitoring Plan and report these actions in the next annual report submitted to the Secretary-General pursuant to regulation 38.

3. The Contractor shall ensure that its Environmental Management System shall be reviewed and undergo periodic audits by an independent recognized and accredited international or national organization, in accordance with applicable Standards.

4. A Contractor shall, in its annual reports include the results of the audits under paragraph 3 and demonstrate the continual and systematic assessment of the Environmental Management System and its improvement.

Rev.3 – Group submission (Intersessional Working Group on Regional Environmental Management Plans)

Reference to REMPs in DR 49(2)(a) are based on a textual proposal submitted by the Intersessional Working Group on Regional Environmental Management Plans on 11 June 2026.

Regulation 50

Environmental Management and Monitoring Plan

1. ~~The~~ An Applicant shall prepare, and a Contractor shall maintain ~~develop~~ an Environmental Management and Monitoring Plan ~~for the exploitation activities~~. The Environmental Management and Monitoring Plan shall cover ~~such~~ all Exploitation activities[, including Closure]. [If cessation of Commercial Production occurs in some parts of the Mining Area while Commercial Production continues in other parts of the Mining Area, Closure shall be described separately for each part of the Mining Area,]

1bis. The purpose of an Environmental Management and Monitoring Plan is to set out how a Contractor shall meet its management and monitoring obligations under regulation 49.

~~2. The Environmental Management and Monitoring Plan shall include all elements and matters prescribed in Annex VII to these Regulations and shall:~~

~~(a) incorporate project specific environmental objectives and environmental performance Standards, [including environmental threshold values] which are designed to achieve the environmental policy and objectives of the Authority [including those] set out in regulation 44 ter] and [are compatible with] applicable Standards and consistent with [taking into account] the applicablerelevant Regional Environmental Management Plan;~~

~~(b) incorporate appropriate measurement criteria, in accordance with the applicable Standard and reflect its methodology to determine whether the environmental objectives [and Environmental Performance Standards] are being met and that the operation is compliant with the Exploitation Contract and its schedules and the relevant rules, regulations and procedures of the Authority;~~

~~(c) incorporate measures and procedures on:~~

~~(i) how the Environmental Impacts and Environmental Effects of Exploitation will be monitored;~~

~~(ii) how the Mitigation and Management measures, including pollution control and Mining Discharge in regulations 53 bis and 53 ter will be implemented and how the effectiveness of such measures will be monitored [and evaluated];~~

~~(iii) how spatial and temporal measures, including Preservation Reference Zones and Impact Reference Zones, will be utilised and implemented;~~

~~(iv) how, if the monitoring results in new knowledge, the Contractor will take such knowledge into account;~~

~~(v) a description of the Environmental Management System; and~~

~~(vi) how continual improvement will be achieved, including by testing assumptions and predictions made in the Environmental Impact Statement, improving environmental knowledge, and reducing uncertainties remaining from the Environmental Impact Assessment.~~

~~(d) contain a monitoring programme for at least the first seven years of Commercial Production to be conducted in compliance with the applicable Standards and taking into account the Guidelines.~~

~~[~~2. ~~Alt.~~ The Environmental Management and Monitoring Plan shall be in accordance with the Authority's environmental policy and objectives [including those set out in regulation 44 ter] and in accordance with~~[are compatible with]~~ applicable Standards and ~~[taking into account] are~~ consistent with the ~~relevant~~ applicable Regional Environmental Management Plan, the relevant Guidelines, and be based on the Environmental Impact Statement, and shall include all elements and matters prescribed by the Authority in Annex VII to these Regulations, and shall~~]~~ ~~[The Environmental Management and Monitoring Plan shall include all elements and matters prescribed in Annex VII to these Regulations and shall]~~:

(a) set project specific environmental objectives and environmental performance Standards ~~[which are [designed to achieve] [aligned with] the environmental policy and objectives of the Authority]~~;

(b) set measurement criteria and methodology;

(b) bis ~~[~~detail~~]~~ how spatial and temporal measures, including Preservation Reference Zones and Impact References Zones, will be utilised and implemented;

[(b) ter] specify a date for the planned cessation of Commercial Production;]

(c) commit to specific measures and procedures on;

(i) monitoring the Environmental Impacts and Environmental Effects of Exploitation;

(ii) Mitigation and management of Environmental Impacts and Environmental Effects, including pollution control and Mining Discharge [as required] in regulations 53~~-bis~~ and 53 bis~~ter~~;

(iii) ~~[monitoring~~ evaluating the effectiveness of monitoring and management, as the relevant measures and procedures are implemented~~]~~; and

(iv) taking corrective action and responding to monitoring results and new knowledge [Alt.1 with the aim of ~~continuous~~ continual improvement] [Alt. 2 to describe how continual improvement will be achieved];

(d) describe what monitoring data and reports will be submitted to the Authority, including details of: frequency, format, medium, and data integrity Standards; and

(e) provide a description of the Environmental Management System and~~.~~,

~~(f) describe how continual improvement will be achieved, including by testing assumptions and predictions made in the Environmental Impact Statement, improving environmental knowledge, and reducing uncertainties remaining from the Environmental Impact Assessment]~~

2bis. The ~~Closure Plan~~Environmental Management and Monitoring Plan shall, in accordance with the requirements of Annex VIII, set out the [obligations] of a Contractor during any Temporary Suspension.

3. An Environmental Monitoring and Management Plan shall be subject to Stakeholder consultation by the Applicant or Contractor before submission for approval in accordance with Regulation 93ter. Coastal states shall be engaged in accordance with Regulation 93bis].

4. Any modification of an Environmental Management and Monitoring Plan shall be made in accordance with Regulation 57.

Rev.3 – Group submission (Intersessional Working Group on Regional Environmental Management Plans)

Reference to REMPs in DR 50(2)(a) and 50(2 Alt) are based on a textual proposal submitted by the Intersessional Working Group on Regional Environmental Management Plans on 11 June 2026.

~~Regulation 51~~

~~Closure Plan~~

~~1. An Applicant shall prepare and a Contractor shall maintain a Closure Plan for the Mining Area, in accordance with, Annex VIII to these Regulations, applicable Standards and [consistent with other Environmental Plans of the Contractor], [the Environmental goals and objectives of the Authority as contained in regulation 44ter], , [Alt. 1 the~~

~~applicable Regional Environmental Management Plan], and taking into account the Guidelines [Alt. 2 and the applicable Regional Environmental Management Plan] [including environmental threshold values].~~

~~[1.Alt. A[n applicant shall prepare and a] Contractor shall [develop]/[maintain] a Closure Plan for the [Mining Area]/[Contract Area]. The Closure Plan shall include a date for cessation of Commercial Production.]~~

~~[1.bis The objectives of a Closure Plan are to ensure that:~~

~~[(a) the Marine Environment is effectively protected from harmful effects of activities in the Area;]~~

~~[(b) Ecosystem Integrity has been maintained or restored, in accordance with the environmental goals and objectives in regulation 44ter;]~~

~~[(c) Any adverse Environmental Effects arising from Closure are Mitigated, and residual Environmental Effects continue to be monitored and reported for the period prescribed in the Closure Plan;]~~

~~[(d) all installation and equipment, or parts thereof, [and waste] are removed from the [Mining Area]/[Contract Area]; [and]]~~

~~[(e)Alt. all installations, equipment or parts thereof introduced into the Area or Marine Environment in connection with the Contractor's activities under the Contract are removed]~~

~~[(f) the Authority is informed about the state of the Contract Area at the time of cessation of Commercial Production, including any remaining Resources and the environmental conditions.]]~~

~~[1bis.Alt. The Closure Plan shall be in accordance with the Authority's environmental policy and objectives [including those set out in regulation 44 ter] and [are compatible with] applicable Standards and [taking into account] the relevant Regional Environmental Management Plan, the relevant Guidelines, and be based on the Environmental Impact Statement, and shall include all elements and matters prescribed by the Authority in Annex VIII to these Regulations, and shall:~~

~~(a) set project specific environmental objectives and environmental performance Standards;~~

~~(b) set measurement criteria and methodology;~~

~~(b) bis [detail] how spatial and temporal measures, including Preservation Reference Zones and Impact References Zones, will be utilised and implemented;~~

~~(c) commit to specific measures and procedures on;~~

~~(i) monitoring the Environmental Impacts and Environmental Effects of Closure;~~

~~(ii) Mitigation and management, including pollution control in regulation 53 bis;~~

~~[(iii) monitoring the effectiveness of monitoring and management, as the relevant measures and procedures are implemented]; and~~

~~(iv) taking corrective action and responding to monitoring results and new knowledge with the aim of continuous improvement;~~

~~(d) describe what monitoring data and reports will be submitted to the Authority, including details of: frequency, format, medium, and data integrity Standards.]~~

~~[1ter. The Contractor shall ensure that all installation and equipment, or parts thereof, are removed from the [Mining Area]/[Contract Area] after cessation of production.]~~

~~2. The Closure Plan shall, in accordance with the requirements of Annex VIII, set out the obligations of a Contractor during any Temporary Suspension and Closure.~~

~~[2. bis In developing the Closure Plan, the Applicant shall, *inter alia*:~~

~~(a) undertake a gap analysis of existing environmental data to determine if additional information and/or surveys will be required [to inform closure];~~

~~(b) set a date for cessation of Commercial Production;~~

~~(b) bis ensure alignment between the Closure Plan and the Environment Management and Monitoring Plan for the duration of the Closure Plan [and the post-closure period], in accordance with the applicable Standards and taking into account the Guidelines; and~~

~~(c) include project specific objectives, which may include Restoration [where possible,] and Rehabilitation commitments in accordance with the [environmental goals and objectives in the regulation 44ter and Closure objectives in paragraph 1. Bis,] applicable Standards and taking into account the Guidelines[, including environmental threshold values].]~~

~~2.ter In developing and maintaining the Closure Plan, the Applicant or Contractor shall ensure transparency, and shall:~~

~~(a) consult with all States and Stakeholders in accordance with regulation 93ter; and~~

~~(b) engage with [relevant] Stakeholders, and in accordance with regulation 93 bis, Standards, and taking into account the Guidelines, consult Stakeholders on the Closure Plan, design, review, and implementation.~~

~~3. A Contractor shall maintain and update its Closure Plan on the basis of information arising from implementation of the Plan of Work and in accordance with these Regulations Good Industry Practice, Best Environmental Practices, Best Available Techniques, Best Available Scientific Information and the applicable Standards and taking into account the Guidelines.~~

~~4. The Closure Plan shall be reviewed and if necessary, updated [at the following intervals]:~~

~~(a) if required pursuant to regulation 57;~~

~~(b) every 5 years from the date of signature of the Exploitation Contract, except where a Closure Plan has been updated in the interim pursuant to regulation 57, in which case 5 years period shall be calculated from the date of Closure was reviewed; or~~

~~(c) [6 years] [Alt. 1 /] [Alt.2 and] [4 years] prior to the [planned]/[expected] cessation of Commercial Production [as indicated in the approved Plan of Work].~~

~~[5. Alt. The updated Closure Plan shall be subject to Stakeholder consultation in accordance with regulation 93ter . Coastal states shall be engaged in accordance with regulation 93bis.]~~

~~6. Alt. Any update to a Closure Plan [Alt. 1 proposed by a Contractor, pursuant to paragraph 4Alt, subparagraph (b) or (c) shall be treated as a request for a modification~~

~~to a Plan of Work approved by the Authority pursuant to] [Alt. 2 shall be made in accordance with] regulation 57.~~

Regulation 51~~bis~~

~~Final~~ Closure Plan~~: Cessation of Commercial Production~~

1. A Contractor shall, at least 24 months prior to the planned cessation of Commercial Production submit to the Secretary-General~~[Alt.1~~ , for the consideration of the Commission,~~]~~ a~~[n]~~ ~~[updated] [Final]~~ Closure Plan~~ [Alt. 2 , which shall be treated as a proposed modification to a Plan of Work, for the purposes of DR57]~~ [that shall be prepared [Alt. 1 on the basis of the ~~previously approved Closure Plan~~Environmental Management and Monitoring Plan, including its objectives, as updated in accordance with these Regulations] [Alt. 2 in accordance with Regulation 50, paragraph 2]].

~~[1. bis The Contractor shall consult on the [updated] [Final] Closure Plan with all States and Stakeholders in accordance with regulation 93 ter.]~~

~~[~~1.bis.~~ Alt.~~ The ~~Final~~ Closure Plan shall be subject to Stakeholder consultation in accordance with regulation 93ter. Coastal states shall be engaged in accordance with regulation 93bis.~~]~~

2. The Commission shall consider the ~~[Final] [updated]~~ Closure Plan and any comments received pursuant to paragraph 1bis~~[.Alt]~~ within the consultation ~~[~~period under regulation 93 bis or regulation 93 ter~~]~~.

3. If the Commission determines that the ~~[Final] [updated]~~ Closure Plan meets the requirements of regulation 51, it shall recommend approval of the ~~Final~~ Closure Plan to the Council.

4. If the Commission determines that the ~~[Final] [updated]~~ Closure Plan does not meet the requirements of the regulation 51;

(a) the Commission shall request the Contractor in writing to make and submit amendments to the ~~[Final] [updated]~~ Closure Plan as a condition for recommendation of approval of the Plan in accordance with paragraph 3 of this regulation:

(b) the Contractor shall have the opportunity to make representations and /or to submit a revised ~~[Final] [updated]~~ Closure Plan for the Commission's consideration, withinn90 Days of the date of the request in subparagraph (a); and

(c) the Commission shall consider any representations under subparagraph (b) and any revised ~~[Final] [updated]~~ Closure Plan submitted by the Contractor when preparing its report and recommendations to the Council.

5. The Commission and Finance Committee shall review the amount of the Environmental Performance Guarantee provided under regulation 26 and whether it reflects the forecasted costs required for implementation of the ~~Final~~ Closure Plan. The Commission shall include the results of that review and any recommendations in ~~[~~its~~]~~ report to the Council on the ~~[Final] [updated]~~ Closure Plan.

6. The Council shall consider and take a decision based on the report and recommendation of the Commission. The Council's decision shall include such directions to the Contractor as the Council considers appropriate.

[6.bis Where a Contractor fails to comply with any requirement of this regulation, the Secretary-General shall refer the matter to the Compliance Committee for consideration in accordance with regulation 103. The Compliance Committee may take appropriate measures, including, where applicable, recommending to the Council, recourse to the Environmental Performance Guarantee provided under regulation 26.]

7. Any reports and recommendations submitted to the Council and decisions made by the Council under this regulation shall be published on the Authority's website by the Secretary General within 7 Days of a submission or decision being made.

Regulation 51 bis

Implementation and Monitoring of the ~~Final~~ Closure Plan

1. The Contractor shall continue to monitor the Marine Environment as set out in the ~~[Final]~~ Closure Plan until the objectives ~~of the Closure Plan have been achieved~~in regulation 49 paragraph 4bis have been met.

~~[~~1. bis The purpose of Closure monitoring is to:

(a) Obtain evidence that the Contractor fulfilled its obligations under these Regulations;

(a) bis Verify that there are no further impacts arising from Commercial Production after cessation: and

(b) Assess the need for Restoration [(where possible)] and Rehabilitation of the Marine Environment [in line with the objectives of the Closure Plan];~~]~~

[(b)Alt. Assess the progress of Restoration and Rehabilitation activities on the Marine Environment, in line with the objectives of the Closure Plan;]

~~[1.bis.Alt. The purpose of Closure monitoring is to obtain evidence that the Contractor fulfilled its obligations under these Regulations and to assess the achievement of the Closure objectives]~~

2. Upon completion of implementation of the ~~Final~~ Closure Plan, the ~~[~~Contractor~~]/[Authority]~~ shall, in accordance with the procedure described in the applicable Standard, hire an Independent Auditor to conduct a final compliance assessment and submit a final compliance assessment report, in accordance with the applicable Standards and taking into account the Guidelines, to the Secretary-General to ensure that the [Closure objectives contained in the ~~Final~~ Closure Plan]/[objectives of the ~~Final~~ Closure Plan] have been met. The report shall be reviewed by the Commission at its next meeting, provided that it has been published on the website of the Authority at least 30 Days in advance of the meeting.

[2.bis Any final compliance assessment reports prepared by the Independent Auditor shall be made available for commenting by Stakeholders and independent experts. Any comments received shall be made available for the Commission.]

[2.bis.Alt. In preparing any final compliance assessment reports the Independent Auditor shall consult Stakeholders and independent experts, as appropriate.]

[2.bis.Alt.2. Before review by the Commission under paragraph 2, a final compliance assessment report prepared by the Independent Auditor shall be subject to Stakeholder consultation in accordance with regulation 93ter.]

[3. The Commission shall submit a report of its review under paragraph 26 and recommendations to the Council for consideration, which shall decide whether the objectives of the Final Closure Plan have been achieved. The Commission's report and Council's decision shall be published at the Authority's website [in accordance with regulation 92]/[within 7 Days of a decision being made].]

[4. If the Council decides that a Contractor has met the objectives of the Final Closure Plan, the Council shall release the Environmental Performance Guarantee to the Contractor.]

[5. If the Council decides that a Contractor has failed to meet the objectives of the Final Closure Plan and reporting hereon, the Council shall either:

(a) direct the Contractor on further action that shall be taken to deliver the Final Closure Plan; or

(b) direct the Authority to use funds from the Environmental Performance Guarantee to facilitate work to meet the objectives of the Final Closure Plan and on completion of that work, to release remaining funds from the Contractor's Environmental Performance Guarantee to the Contractor.]

Regulation 52

Reporting on Environmental Monitoring and Management

1. The Contractor shall report annually in writing, to the Secretary-General on the implementation and results of the Environmental Management and Monitoring Plan or Final Closure Plan, as appropriate, in accordance with regulation 38, paragraph 2, subparagraph (g).

2. The Contractor shall submit to the Secretary General [required] environmental data and information at the required intervals to the required data integrity quality, and in the required standardized format as set out in the Environmental Management and Monitoring Plan, or Final Closure Plan, as appropriate in accordance with the applicable Standards, and taking into account the Guidelines.

3. The Secretary General shall publish the environmental data and information publicly in accordance with regulation 92bis. The Secretary-General shall transmit annual reports to the Commission for its consideration pursuant to article 165 of the Convention and publish them pursuant to regulation 38, paragraph 3.

Regulation 52bis

Compliance with the Environmental Management and Monitoring Plan and Final Closure Plan

1. The Commission shall review the data submitted by the Contractor [monthly/annually] pursuant to regulation 50 bis, paragraph 2 [upon receipt].

2. The Contractor shall review the implementation of the Environmental Management and Monitoring Plan or Final Closure Plan, as appropriate on a [regular] basis [in accordance with the relevant Standard]. Such review shall include:

(a) the efficacy, timeliness, relevance and accuracy of flow of information and data derived from monitoring the Exploitation activities and the Environmental Impacts and Environmental, and Impact Area, [including the Mining Area]; and

(b) the accuracy of the findings of the Environmental Impact Assessment as set out in the Environmental Impact Statement.

3. If the Commission considers that [the environmental] monitoring data submitted pursuant to regulation 50 bis, paragraph 2, or its quality, indicates that the Contractor does not meet its obligations, the Commission shall refer the matter to the Compliance Committee immediately ~~without undue delay~~. The Secretary-General shall notify the Contractor, the Sponsoring State, and the Council that the matter has been referred.

4. Where, as the result of the review by the Commission under regulation 52, paragraph 7, the Commission concludes that a Contractor has failed to comply with its Environmental Management and Monitoring Plan, the Commission shall refer the matter to the Compliance Committee. The Secretary-General will notify the Contractor, Sponsoring State and Council that the matter has been referred.

5. The [Compliance Committee] shall assess any matter referred to it under this regulation paragraph 4 and 5 and take any necessary actions consistent with regulations 102 and 103.]

Regulation 52ter

Performance assessments of the Environmental Management and Monitoring Plan and Closure Plan

1. A Contractor shall ~~[also periodically]~~ conduct [or commission a formal] performance assessments of its Environmental Management and Monitoring Plan or Closure Plan, as appropriate, [in accordance with this regulation, [the applicable Standard and taking into account the Guidelines]. In conducting such a performance assessment of the Environmental Management and Monitoring Plan or Closure Plan, as appropriate, the Contractor shall [using an Independent Auditor,] assess:

(a) the continued appropriateness and adequacy of the plan, including the management conditions and actions attaching thereto;

(b) ~~the conformity of~~ if the plan is consistent with [the objectives and] measures included in the applicable Regional Environmental Management Plan [including any ~~revisions or updates~~modifications to the Regional Environmental Management Plan that may be adopted from time to time,];

(c) the accuracy of the findings of the Environmental Impact Assessment as set out in the Environmental Impact Statement, [upon which the Environmental Management and Monitoring Plan and Closure Plan was based];

(d) that any relevant changes in knowledge, technology, mining patterns, monitoring techniques and detection capabilities, ~~[that were not taken into account in developing or previously updating the Environmental Management and Monitoring Plan which are relevant,]~~ are reflected [[according to][taking into account] Good Industry Practice, Best Available Techniques and Best Environmental Practices];

(e) the reports of the Environmental Management and Monitoring Plan or Closure Plan, as appropriate, as well as the comments and evaluation from the Commission to the reports in accordance with regulation 48 above, and any comments received by the [Commission/Compliance Committee] in accordance with regulation 51; and

(f) the currency and adequacy of its Environmental Management System, including its ability to implement effectively the Environmental Management and Monitoring Plan or Closure Plan, as appropriate.

2. The frequency of a performance assessment [shall be in accordance with the period specified in the approved Environmental Management and Monitoring Plan or Closure Plan, as appropriate and] shall occur- every 24 months or, if any ~~amendments~~ modifications have been made to the Environmental Management and Monitoring Plan or Closure Plan, as appropriate following a previous performance assessment, 12 months after such ~~amendments~~ modifications have been approved~~ccepted~~ by the Council in accordance with regulation 57, whichever occurs later.

2bis. Closure activities included in the Environmental Management and Monitoring Plan shall be reviewed and updated along with the rest of the Environmental Management and Monitoring Plan in accordance with this regulation. Six years prior to the planned cessation of Commercial Production, such Closure activities shall be reviewed no less than every 24 months.

3. An [additional] *ad hoc* performance assessment [under this regulation] may [also] be requested by the [Compliance Committee] following:

(a) an Incident [or Notifiable Event];

(b) issuance of a Non-Compliance Notice under regulation 103bis; and

(c) when deemed necessary by the [Committee following investigation into third-party information submitted to the [Authority] or following investigation into matters referred by the Commission under regulation 51[that results in sufficient evidence to suggest a breach of compliance has occurred].

[3. bis The Contractor shall engage with [potentially directly affected] Stakeholders, and in accordance with [regulation 93 bis], Standards and taking into account the Guidelines during the development of the performance assessment;]

4. A Contractor shall submit the results of a performance assessment in a performance assessment report to the Secretary-General in accordance with, and in the format set out in, the applicable Standards and taking into account the Guidelines, [and shall, as a minimum contain the following information:

(a) information regarding the period applicable to the performance assessment;

(b) the scope of the assessment;

(c) the procedure used for the assessment; and

(d) the evaluation criteria used during the assessment.]

[5. Before submission of the performance assessment report, the Contractor shall conduct a consultation on a draft performance assessment report in accordance with regulations 93 bis and 93 ter.]

5 Alt. [The Secretary General shall conduct a consultation regarding the Performance Assessment Report with all States and Stakeholders in accordance with Regulation 11].

The Commission shall review the performance assessment report and any Stakeholder comments received [within 60 Days of receipt of such report and comments]. The [Commission] shall, where necessary and appropriate, consult external competent, independent experts in its review of the performance assessment.

6. The Commission shall review the performance assessment report in accordance with the applicable Standard and taking into account the Guidelines. [within 60 Days of receipt of such report and comments].

7. Where the Commission upon review of the report, considers the performance assessment to be unsatisfactory or the report submitted to be inadequate, the Commission may, after providing the Contractor with a reasonable opportunity to address any inadequacies, require the Contractor to:

(a) submit any relevant supporting documentation or information requested by the Commission including a revised report; or

(b) appoint, at the cost of the Contractor, an independent competent person to conduct the whole or part of the performance assessment and to compile a report for submission to the Secretary-General and review by the Commission.

[8. Where, as a result of paragraph 7 above, a revised assessment and report is produced, a new consultation in accordance with regulation 93 ter shall be conducted on the revised assessment.]

9. Where, as the result of a review by the Commission under paragraph 6 above, the Commission concludes that the Environmental Management and Monitoring Plan or Closure Plan, as appropriate, is determined to be inadequate in any material respect, the Commission shall require the Contractor to deliver a revised Environmental Management and Monitoring Plan or Closure Plan, as appropriate, taking into account the findings and recommendations of the Commission. A revised plan shall be [treated the same way as a modification of a Plan of Work pursuant to regulation 57 *mutatis mutandis*].

10. The Commission shall report annually to the Council on performance assessments [conducted pursuant to this regulation,] and any action taken pursuant to paragraphs 6 to 9. Such report shall include any relevant recommendations for the Council's consideration and shall be published on the Authority's website.

Rev.3 – Group submission (Intersessional Working Group on Regional Environmental Management Plans)

Reference to REMPs in DR 52ter(1)(b) are based on a textual proposal submitted by the Intersessional Working Group on Regional Environmental Management Plans on 11 June 2026.

Regulation 53

Pollution control

A Contractor shall take [all][measures] necessary [and appropriate] [measures] to protect and preserve the Marine Environment[, including the coastline], from harmful effects, in accordance with article 145 of the Convention, including by preventing,

reducing and controlling pollution and other hazards, [including underwater noise, light, greenhouse gas emissions, and marine litter[Alt. 1, directly or indirectly [resulting arising]] [Alt. 2 that may arise from] from its activities in the Area. This is to be done [in accordance with the Standards], [pursuant to] [its Environmental Management and Monitoring Plan, and] all relevant rules, regulations and procedures of the Authority [and Contractors' Environmental Management and Monitoring Plan or Closure Plan, as appropriate,], [and~~ taking into account~~ consistent with] the applicable Regional Environmental Management Plans, and [the Guidelines].

Rev.3 – Group submission (Intersessional Working Group on Regional Envionmental Management Plans

Reference to REMPs in DR 53 are based on a textual proposal submitted by the Intersessional Working Group on Regional Environmental Management Plans on 11 June 2026.

Regulation 53 bis

Mining Discharges

1. A Contractor shall not introduce any Mining Discharge into the Marine Environment, except where such Mining Discharge is permitted in accordance with:

(a) the assessment framework for Mining Discharges as set out in the applicable Standard [and];

(b) the Plan of Work.

2. Notwithstanding paragraph 1, a Contractor may make such Mining Discharge into the Marine Environment where it is necessary for the safety of the vessel or Installation or the safety of human life, provided that such Mining Discharge is conducted so as to prevent harm to human life and to the Marine Environment. [Such Mining Discharge shall be considered an Incident]

[3. A Contractor shall keep a register of Mining Discharges, to be updated [promptly]/[immediately] after any discharge event, that shall be reported annually to the Authority under regulation 38, as part of the Contractor's annual report.]

[4. The Applicant or Contractor must continuously monitor its Mining Discharges and maintain a register that is reported to the Authority at least weekly in addition to the mandatory annual report pursuant to regulation 38.]

Section ~~5~~ 4

Environmental Compensation Fund

Regulation 54

Establishment of an Environmental Compensation Fund

[1. The Authority hereby establishes the Environmental Compensation Fund, referred to as "the ECF" for the purposes of these Regulations.

2. [Prior to the approval of the first Plan of Work for an Exploitation Contract under these Regulations,] the rules and procedures governing the ECF shall be approved by the Assembly upon the recommendation of the Council. Those rules and procedures falling within the scope of its mandate shall be formulated by the Finance Committee and submitted to the Council for that purpose. These rules and procedures shall include, inter alia:

(a) the requirements and modalities governing contributions to the ECF in accordance with regulation 56, including modalities for replenishment upon disbursement;

(b) the minimum size of the ECF;

(c) a description of how the ECF and any interest generated will be managed and by whom;

(d) the modalities for administering claims against the ECF, including determining entities eligible to access the ECF, which may include, among others, States Parties to the Convention, potentially most affected States and the Authority;

(e) the types of damage and purposes eligible for claims, in accordance with regulation 55;

(f) a prioritization of categories of damage to be applied in assessing claims;

(g) financial safeguards to ensure a long-term viability of the ECF;

(h) the standard of proof required for claims; and

(i) a process for determining disbursements from the ECF.

3. The Secretary-General shall, in consultation with the Finance Committee, prepare an independently audited statement of the income and expenditure of the ECF within 90 days of the end of a Calendar Year for submission to the Assembly and publication on the Authority's website.]

Regulation 55

Purpose of the Environmental Compensation Fund

[1. The purpose of the ECF is to provide adequate compensation for any damage arising from activities conducted under an Exploitation Contract in cases where a Contractor does not meet its liability in full, and where all other options under these Regulations for claiming compensation from the Contractor have been exhausted, while the

Sponsoring State is not liable under article 139, paragraph 2, of the Convention. Compensation includes the costs of reasonable measures undertaken to prevent, limit, or remedy damage to the Marine Environment [, as well as those related to restitution, Restoration and Rehabilitation].

2. The operation of the ECF shall be subject to periodic review.]

Regulation 56

Funding of the Environmental Compensation Fund

[1. Consistent with the polluter-pays principle, the ECF shall consist of a one-time contribution paid by Contractors and/or the Enterprise following the approval of a [Plan of Work] and prior to [Commercial Production] [the commencement of activities under an Exploitation Contract], as well as an annual levy paid to the ECF by Contractors and/or the Enterprise, both as determined by the Authority.

2. The Council may further decide, based on the recommendations of the Finance Committee, that additional monies be paid to the ECF [from any appropriate source, including, where consistent with the Authority's mandate, contributions from entities that benefit from activities in the Area].

3. The ECF may also receive voluntary contributions.]

Comment

The language for DRs 54, 55 and 56 has been proposed by the FoP on the ECF and is here presented in clean version.

Part V

Review and modification of a Plan of Work

Regulation 57

Modification of a Plan of Work ~~by a Contractor~~

1. A Contractor shall not modify the Plan of Work scheduled to an Exploitation Contract except in accordance with this regulation or as otherwise provided for by applicable regulations.

2. A Contractor shall notify the Secretary-General of any proposed modification to a Plan of Work. The Secretary-General shall inform the Council and transmit the notification to the Commission within 7 Days of receipt.

3. The Commission shall determine whether the proposed modification constitutes a Material Change ~~in accordance with any applicable Standards and~~ applying the procedure in regulation 12 *mutatis mutandis*.

4. If the Commission determines in accordance with paragraph 3 ~~of this regulation~~ that the proposed modification constitutes a Material Change:

(a) it shall report its determination to the Council and recommend whether the Contractor should be required to undertake an Environmental Impact Assessment and revise the Environmental Plans, and / or any other part of the Plan of Work;

(b) the Council, based on the recommendations of the Commission, shall decide whether the Contractor is required to undertake an Environmental Impact Assessment and revise the Environmental Plans, and / or any other part of the Plan of Work;

(c) if the Council decides in accordance with ~~paragraph 4,~~ subparagraph (b) that the Contractor is required to undertake an Environmental Impact Assessment and revise the Environmental Plans, and / or any other part of the Plan of Work, the Contractor shall do so applying the processes for their preparation set out in the Regulations *mutatis mutandis* and shall submit revised documents to the Commission. The Commission shall report to the Council on the revised documents and shall recommend either approval or disapproval of the proposed modification applying the process set out in regulations 11, 12, 13 and 15 *mutatis mutandis*. The Council shall consider the proposed modification and the report of the Commission, and shall approve or disapprove the proposed modification applying the ~~Council~~ procedure for consideration and approval of a Plan of Work in regulation 16 *mutatis mutandis*; and

(d) if the Council decides in accordance with ~~paragraph 4,~~ subparagraph (b) that the Contractor is not required to undertake an Environmental Impact Assessment and revise the Environmental Plans, or any other part of the Plan of Work, ~~the Secretary-General and the Contractor shall immediately undertake~~ a consultation on the proposed modification applying the process set out in regulation 11 shall commence immediately ~~93ter~~, following which the Council shall consider the proposed modification taking into account the results of ~~the~~ consultation and the report and recommendation of the Commission prepared applying the process set out in regulations 11, 12, 13 and 15 *mutatis mutandis*, and shall approve or disapprove the proposed modification applying

the Council procedure for consideration and approval of a Plan of Work in regulation 16 *mutatis mutandis*.

5. If the Commission determines in accordance with paragraph 3 ~~of this regulation~~ that the proposed modification does not constitute a Material Change, it shall recommend approval or disapproval of the proposed modification and shall report its recommendation to the Council applying the process set out in regulations 12, 13 and 15 *mutatis mutandis*, following which:

(a) if the Council does not notify the Secretary-General that it disagrees with the Commission's recommendation within 60 Days of the date the recommendation is notified to the Council, the recommendation shall take effect as if it were a decision of the Council 60 Days after such notification;

(b) if, within 60 Days of the date a recommendation by the Commission ~~to approve or disapproved the proposed modification~~ is notified to the Council, the Council notifies the Secretary-General that the proposed modification should be assessed as a Material Change, the procedure in paragraph 4, subparagraphs (b) – (d) ~~of this regulation~~ shall apply immediately;

(c) if, within 60 Days of the date a recommendation by the Commission ~~to approve or disapprove the proposed modification~~ is notified to the Council, the Council notifies the Secretary-General that it disagrees with the recommendation, the Council shall decide whether to request the Commission to reconsider its recommendation, and if making such a request, shall provide the Commission with the Council's reasons for doing so;

(d) the Commission shall notify the Council of ~~its~~a reconsidered recommendation ~~in response to any~~ requested pursuant to ~~under paragraph 5,~~ subparagraph (c) within 60 Days of the request, following which the Council shall decide within 60 Days whether to approve or disapprove the proposed modification; and

(e) if the Council does not take a decision in accordance with ~~paragraph 5,~~ subparagraph (d), the Commission's reconsidered recommendation shall take effect as if it were a decision of the Council from the end of the period referred to in paragraph 5, subparagraph (d).

6. Notwithstanding paragraph 2, the Secretary-General and the Contractor may agree to changes to the Plan of Work to correct minor omissions, errors or other such defects, including upon the recommendation of the Commission, as follows:

(a) the Secretary-General shall notify ~~any such~~ agreed changes~~ment~~ to the Commission and the Council within 7 Days; and

(b)~~ the Commission shall consider the agreement and, no later than 60 Days following notification by the Secretary-General, recommend to the Council whether the agreed changes should be assessed as a proposed modification pursuant to paragraphs 3 to 5 of this regulation~~;

~~(c) the Council shall consider the recommendations of the Commission within 60 Days of notification; and~~

~~(d) any~~ agreed changes shall take effect 60 Days after the notification ~~from the end of the period~~ referred to in ~~paragraph 6,~~ subparagraph (a~~e~~), unless the Council decides before the end of that period, including upon the recommendation of the Commission,

that they are to be assessed as a proposed modification pursuant to paragraphs 3 to 5 of this regulation.

~~8~~7. Any recommendations and reports of the Commission under this Regulation regarding proposed modifications shall be in the form set out in Regulation 15(1bis) *mutatis mutandis*. All modifications and changes to a Plan of Work pursuant to this regulation shall be recorded in the Seabed Mining Register by the Secretary-General as soon as reasonably practicable following approval or agreement in accordance with this regulation.

Rev 3 – Group submission (Friends of the President Group on Modification of a Plan of Work)

- The text of draft regulation 57 set out above is based on a textual proposal submitted by the Friend of the President Group on Modification of a Plan of Work, facilitated by the United Kingdom, reflecting discussions conducted during the first part of the thirty-first session of the Council and the intersessional period thereafter.
- The proposal introduces a revised definition of "Material Change", clarifies the applicable procedural steps for Material and non-Material Changes, streamlines the process for agreed changes to correct minor omissions or errors, and adds cross-references to ensure publication of Commission reports and registration of modifications in the Seabed Mining Register. Reference is also made to the Schedule and draft regulation 92bis.
- Furthermore, reference is made to the groups reporting and flowchart.

Regulation 58

Review of a Plan of Work

1. A Plan of Work shall be reviewed at intervals not exceeding five years from the date of signature of the Exploitation Contract~~, or more frequently by decision of the Council based on the recommendations of the Commission, in accordance with the applicable Standards and taking into consideration the Guidelines, including where any of the following events or changes of circumstance have occurred[~~. That notwithstanding, the Council may decide to review more frequently, based on recommendations of the Commission, in accordance with the applicable Standards and taking into consideration the Guidelines, including where any of the events described in subparagraphs [(a) to (h)] have occurred~~]~~:

~~[(a) A proposed Material Change in the implementation of the Plan of Work;]~~

[(a) bis Alt. information has come to light that was not available when the Plan of Work was approved, including [major] changes in Best Available Techniques, Best Available Scientific Information [or Best Environmental Practices], and shows that

more appropriate ~~conditions~~ measures are necessary to deal with the Environmental Effects of the activity;]

[((a)bis)bis Evidence of misrepresentation or material omission in the original application of Plan of Work approval process;]

(a) ter an indication that the cumulative effects of Exploitation activities exceed any environmental thresholds established under the applicable Standards ~~[~~and objectives established under the applicable Regional Environmental Management Plan;~~]~~

[(a) quat. new significant information [based on scientific evidence] relevant to the effective Protection of the Marine Environment;]

(a) quin. ~~Adverse impacts~~ [Alt. 1 unanticipated impacts resulting in adverse effects] [Alt. 2 Unanticipated effects] on the environment [or other activities] have arisen ~~that were not anticipated~~, or are of a scale or intensity that was not anticipated, when the Plan of Work was approved; Regulation 58

[(a) sexies a request by [another competent international body] concerning other activities or measure in the Marine Environment pursuant to regulation 31;]

[(b) ~~[Any Incident]~~ / [significant Incidents~~]~~;]

[(b)bis. The applicable Regional Environmental Management Plan has been amended following review.]

[(c) recommendations for improvement in procedures or practices following an inspection report under regulation 100;]

~~(d) A performance assessment which requires action under Regulation 52(8);~~

~~(e) Changes in ownership or financing which may adversely affect the financial capability of the Contractor;~~

~~[(f) Significant changes in Best Available Techniques;]~~

[(g) significant changes in Best Available Scientific Information; and]

[(h) operational management changes, including changes to subcontractors and suppliers listed in the Plan of Work, whereby the Commission, after review with the Contractor of the Contractor's activities under the Plan of Work, shall recommend to the Council whether any modifications to the Plan of Work are necessary.~~; [and][or]~~

[1.bis The occurrence of any of the circumstances set out in paragraphs [1(a)ter, 1(a)quin and 1(b)] shall entail suspension of exploitation activities until the amended Plan of Work has been reviewed and approved.]

2. A review of ~~activities~~the Plan of Work under paragraph 1 shall be undertaken by the Contractor [and [reviewed and] verified by [Alt. 1 an independent expert] [Alt. 2 a panel of independent experts] in accordance with the applicable regulations], Standards and taking into account the Guidelines. The ~~[~~Secretary-General~~][or][and][the Contractor]~~ shall invite the Sponsoring State or States[, and [relevant] [potentially affected] coastal States,] to participate in the review. The results of the review shall be compiled as a report [and be accompanied by an endorsement of the report by the experts involved on the review and submitted to the Secretary-General by completion of the review].

3. The Secretary-General shall forward the report on each review to the Commission and Council, and the Sponsoring State or States. [Alt. 1 Where, as a result of a review a Material Change needs to be made to the Plan of Work, the Commission shall recommend the Council and the Contractor shall implement as established in regulations 57~~(2) and (3) shall apply~~] [Alt. 2 Any proposed modification to a Plan of Work as a result of a review pursuant to this regulation shall be assessed in accordance with regulation 57].

4. For the purpose of the review, the Contractor shall provide [to the independent expert] all information required by the Secretary-General in the manner and at the times as may be necessary for the purposes of this regulation. [The Secretary-General shall request the Contractor to submit additional data and information as may be required by the independent expert or experts undertaking the review.]

~~5. Nothing in this Regulation shall preclude the Commission or the Council, the Sponsoring State or States, or the Contractor from making a request to initiate discussions regarding any matter connected with the Plan of Work, Exploitation Contract or the activities under the Exploitation Contract in cases other than those listed in paragraph 1.~~

6. The Secretary-General shall make publicly available the findings and recommendations resulting from a review of ~~activities~~ a Plan of Work under this regulation [in accordance with regulation 92].

Comments

- Subpara 1(a) has been suggested deleted as already covered in DR 57. Deletion was also suggested for subpara 1(d), as DR 52(9) already provides a procedure for the situations covered in DR 52(8). Moreover, former subparas 1(g)bis and 1(h)bis have been deleted, the first since its content was moved to subpara 1(a)bis Alt, the second as no delegation opposed to its deletion during the second part of the thirtieth session.
- The inclusion of new para 1 bis – envisaging suspension of exploitation activities in some cases – has been suggested by a delegation. **Action: The language proposed has been refined by the Secretariat for the consideration of the Council**.
- In para 2, delegations expressed different views on the need for independent experts. The reference has therefore been kept in brackets for the time being. Language on coastal States has been placed in clean version between brackets pending further discussion, e.g. in the FoP group on Plan of Work.
- Deletion of para 5 was requested in light of the vagueness of its language, and especially of the phrase "*initiate discussions*".

Rev.3 – Group submission (Intersessional Working Group on Regional Environmental Management Plans)

- The text of subparagraph 1(b)bis set out above is based on a textual proposal submitted by the Intersessional Working Group on Regional Environmental Management Plans on 11 June 2026.

Part VII

Financial terms of an Exploitation Contract

Section 1

General

Regulation 62

Equality of treatment

The Council shall, based on the recommendations of the Commission, apply the provisions of this Part ~~[in accordance with Article 13 of Annex III of the Convention,]~~ on a transparent, uniform and non-discriminatory basis, and shall ensure equality of financial treatment and comparable financial obligations for Contractors.

[Alt. The Council shall, [based on the recommendation of the Commission], apply the regulations of this Part with the purpose of achieving all objectives of the financial terms of the contract envisaged by the Convention. Particular attention shall be given to the objectives of ensuring the transfer of technology, training and scientific knowledge to developing States; providing incentives for Contractors to undertake joint arrangements with the Enterprise and developing States; and guaranteeing equality of financial treatment and comparable financial obligations for Contractors.]

Comments

- Some delegations have proposed inserting an alternative DR 62, grounded in the comprehensive scope of the non-discrimination principle set out in DR 2(4)(a. quat). If adopted, that approach would render the present cross-reference superfluous. **Action: The Council is invited to decide on which alternative it would like to continue its negotiations.**
- One delegation proposed deleting the reference to Art. 13 of Annex III to the Convention, noting that, pursuant to Art. 318 of the Convention, the Annexes form an integral part thereof and are therefore automatically applicable.

[Regulation 63] (GER, CAN del)(MEX keep)

Financial (RUS)

[Incentives]

[[1. The Council may **approve (IND)**, [taking into account] **(IND del)** the recommendations of the Commission and the Economic Planning Commission in accordance with the applicable Standard, provide for incentives, [including Financial Incentives] **(CHI, BRA, IND keep) but not subsidies (CHI)** [, on a uniform and non-discriminatory basis,] **(RUS keep)(BRA del)** to Contractors [to undertake joint arrangements with the Enterprise and developing States and their nationals] **(BRA, IND**

keep) [to further the objectives set out in article 13, paragraph 1, of Annex III to the Convention.]] **(BRA del)] (SGP keep)**

[1. Alt. The Council may, taking into account the recommendations of the Commission and the Economic Planning Commission in accordance with the applicable Standard to provide for incentives, including Financial Incentives, on a uniform and non-discriminatory basis **[**especially**] (SLE-AFR del)** for those from developing States, including small island developing States, to advance the objectives set out in article 13, paragraph 1, of Annex III to the Convention.] (BRA del)(GBR keep)

Alt 2 The Council, taking into account, recommendations of the Commission and the Economic Planning Commission in accordance with the applicable Standard, provide for incentives... SLE to share Alt 2.

[2. [Those]/[Any] **(SLE keep) including Financial I (SLE-AFR)**~~i~~ncentives shall be applied on a uniform and non-discriminatory basis, to further the objectives set out in article 13, paragraph 1, of Annex III to the Convention [including, where applicable, the objective of stimulating the transfer of technology to, and training the personnel of, the Authority and of developing States].]

RUS to propose para 1 and para 2 merge. (IND)

[3. The Council shall ensure that, as a result of the Financial Incentives provided to Contractors, Contractors are not subsidized so as to be given an artificial competitive advantage with respect to other Contractors and/or land-based miners.]

[4. Any incentives shall be fully compatible with the policies and principles under regulation 2. [[, any applicable Standards and shall take into account the Guidelines.]] **(BRA, GBR, IND, MEX keep)**] **(RUS del)**

[5. A**n incentive including (SLE-AFR)** Financial Incentives Registry shall be established, maintained and published through the Seabed Mining Register, pursuant to regulation 92.] **(BRA, GBR, RUS, IND, SGP, MEX keep)**

Comments

- Still no consensus on the approach to be taken under para. 1. **Action: The Council is invited to discuss such scope, including whether or not to delete this DR.**
- During the thirtieth session discussions surrounded the scope of DR 63 and whether or not it would be broader than what is prescribed in the Convention. The Council is invited to discuss on the scope of incentives, taking into consideration, *inter alia*, Arts. 144, 145, 146, 148, 150, 151 of the Convention and Sections 5, 6 and 7 of the Annex to the 1994 Agreement.

Section 2

[~~Liability for and determination of royalty~~][Determination of Royalties and Payments under the Exploitation Contract]

Regulation 64

[Royalty payment]

A Contractor, from the date of commencement of Commercial Production, shall pay a royalty in respect of the Mineral-bearing ore sold [,during the time of reduction, sold,] or removed without sale from the Contract Area as determined pursuant to paragraph 1 of Section 8 of the Annex to the Agreement in accordance with the applicable Standard. [This regulation is without prejudice to article 10 1, paragraph 3, of Annex III to the Convention.]

Regulation 64bis

Equalization measure

[A Contractor, from the date that its Plan of Work has been approved, shall pay the equalization measure as determined in accordance with the applicable Standard governing the equalization measure [subject to article 10 of Annex IV to the Convention].

Comment

The wording at the end of the DR has been suggested to properly capture the exemption period of the Enterprise set forth under the Convention and the 1994 Agreement. Delegations should take into consideration Briefing Note on the Equalization Measure.

Regulation 64ter

Environmental costs

The financial terms of a contract shall reflect the environmental externalities of the Exploitation activities permitted under the contract and throughout the value chain. To this end, the Authority shall levy a further royalty reflecting environmental externalities in accordance with regulation 64quat. The further royalty shall complement the royalty provided for in regulation 64.]

Comment

A new proposal has been provided on Environmental costs. The Council decision under ISBA/27/C/43 and the further commissioned studies should be recalled (Report on the value of ecosystem services and natural capital of the Area and Guidance on the Economic valuation of ecosystem services and natural capital of the Area).

[Regulation 64 quat.

Environmental costs royalties

1. Environmental externalities to be taken into account under regulation 64bis shall initially encompass at least the following aspects:

(a) future value of genetic material for use in pharmaceutical and biotechnological applications;

(b) existence and bequest values for preservation of remote and largely unknown biodiversity in the Area, and potentially monetary values globally; [and]/[or]

(c) carbon emissions and the impact of mining activities on carbon sequestration by benthic and pelagic ecosystem.

2. Further environmental externalities shall be taken into account in accordance with the applicable Standard.

3. Environmental externalities shall be calculated using the best available science and natural capital economics in accordance with the applicable Standard.

4. The Council shall set an applicable further royalty rate which shall reflect the environmental externalities as calculated in accordance with the applicable Standard.]

Comment

It should be considered whether implementing Standards may be suitable to include such further technical rules. This would be appropriate and consistent with the approach taken in other DRs (e.g., DR 64). **Action: For the Council to decide.**

[Regulation 65

Profit Share on the Transfer of Rights under an Exploitation Contract

1. The Authority shall levy a Transfer Profit Share on any gain realized from the direct or indirect transfer of rights under an Exploitation Contract.

2. The effective operation of the Transfer Profit Share referenced in the above paragraph shall be subject to and carried out in accordance with the provisions included in the applicable Standard.]

Comments

- It has been suggested to remove para 6bis and 6ter of DR 23 and inserting its content hereunder in order to establish a Section dealing with all the payments connected with the Exploitation Contract.
- The wording of this regulation has been adjusted in order to reflect the one currently parked in DR 23. **Action: The Council is invited to decide whether the provisions should remain in DR 23 or autonomized here.**

Section 3

Royalty returns and payment of royalty

Regulation 66

Form of royalty returns

A royalty return lodged with the Secretary-General shall be in the form prescribed by the applicable Standard and taking into account the Guidelines and signed by the Contractor's designated official.

Regulation 67

Royalty return period

A royalty return period for the purposes of this Part is a half-year return period, from:

(a) 1 January to 30 June; and
(b) 1 July to 31 December.

Regulation 68

Lodging of royalty returns

1. A Contractor shall lodge with the Secretary-General a royalty return for the Contract Area not later than 90 Days after the end of the royalty return period in which the date of commencement of Commercial Production occurs, and thereafter not later than 90 Days after the end of each subsequent royalty return period for the duration of the Exploitation Contract.

2. In connection with any joint venture arrangement or a consortium of Contractors, one royalty return shall be submitted for the Contract Area by the joint venture or consortium.

3. A royalty return may be lodged electronically.

Regulation 69

Error or mistake in royalty return

A Contractor shall notify the Secretary-General promptly of any error in calculation or mistake of fact in connection with a royalty return or payment of a royalty. [Failure by a Contractor to notify the Secretary-General shall attract a penalty.]

Regulation 70

Payment of royalty shown by royalty return

1. A Contractor shall pay the royalty due for a royalty return period on the Day the royalty return is required to be lodged [in accordance with the applicable Standards].

2. [A Contractor shall [declare]/[propose] the currency to be used in the payment of royalties in the [Exploitation Contract]/[Plan of Work]] / [The currency for royalty payments shall be specified in the Exploitation Contract based on the currency proposed by the Contractor in the application for a Plan of Work and as approved by the Council]. The Contractor may only change the currency to be used in the payment of royalties if approved by the Council or otherwise [prior to the Commercial Production or] on the anniversary of the 5th year of Commercial Production and at the end of every subsequent 5th year of Commercial Production.

3. All payments made to the Authority shall be made net and shall be free of any deductions, transmission fees, levies or other charges.

~~[4. The Council may approve the payment by way of instalment of any royalty where it determines that any circumstances of Force Majeure exist, that justify payment by instalment, in accordance with applicable Standards, [and taking into consideration the Guidelines.]~~

Comments

- During the thirtieth session, some delegations have requested clarification of the currency in which royalties are to be paid. **Action: The Council is invited to consider specifying the currency or setting out a method for determining the currency, for example through a closed list of acceptable currencies or a mechanism based on agreement between the Contractor and the Authority**. Delegations should consider amending Annex I in the event a currency is to be declared by the Contractor in its application for approval of a Plan of Work.
- Some delegations expressed reservations regarding the inclusion of a provision on payment by instalments, noting that such a mechanism is not typical of terrestrial mining regimes. A delegation has also noted that the payment of royalties by instalments may potentially have impact on revenue stability for the Authority.
- Some delegations have requested that the concept of force majeure be addressed, including consideration of an appropriate definition.

Regulation 71

Information to be submitted

1. A royalty return shall include the following information for each royalty return period, in accordance with Standards and taking into account the Guidelines:

(a) the quantity in wet metric tons and dry metric tons of [Mineral-bearing] ore recovered from each Mining Area;

[(b) ~~[~~the quantity by Mineral in wet metric tons and dry metric tons and value by Mineral in dry metric tons of the Mineral-bearing ore shipped from the Contract Area~~]~~; The value, ~~[~~grades~~]~~ and the basis of the valuation (by Mineral and Metal) of the Mineral-bearing ore [shipped from] [sold or removed without sale from] the ~~[~~Contract Area~~]~~, as verified by a Suitably Qualified Person and supported by a representative chemical analysis of the ore by a C~~c~~ertified L~~l~~aboratory, with the cost of weighing and testing to

be borne by the Contractor;]

[(b) Alt.1 the quantity of Mineral-bearing ore shipped from the Contract Area disaggregated by Mineral and reported on dry metric tons and wet metric tons;

(b) Alt. bis the value and, where applicable, the grade of Mineral-bearing ore [shipped from]/[removed from] the Contract Area disaggregated by Mineral and Metal and including the basis of the valuation;

(b) Alt. ter evidence of data from subparagraphs (b)Alt and (b)Alt. Bis verified by a Suitably Qualified Person and supported by a representative chemical analysis of the ore by a Certified Laboratory, with the cost of weighing and testing to be borne by the Contractor.]

(c) details of all [Exploitation] Contracts [and amendments to Exploitation Contracts] and sale or exchange agreements relating to the [Mineral-bearing ore] sold or removed without sale from the Contract Area[, including the identity of all entities to whom the Mineral-bearing ore was transferred, sold, or otherwise delivered];

[(c)Alt. details of all Exploitation Contracts [and amendments to Exploitation Contracts] and sale or exchange agreements relating to the [Mineral-bearing ore] sold or removed without sale from the Contract Area, including the identity of all entities to whom the Mineral-bearing ore was transferred, sold, or otherwise delivered];

(d) a calculation of the royalty payable-, including any adjustment made to the prior royalty return period and a declaration signed by a designated official of the Contractor that the royalty return is accurate and correct; and.

[(e) details of all revenues and operating costs associated with activities in handling and processing, to the degree available.]

2. In respect of a final royalty return period ending on the date of termination of the Exploitation Contract, the Contractor shall provide:

(a) a.A final calculation of the royalty payable;

(b) dDetails of any refund or overpayment of royalty claimed; and

(c) tThe quantity and value [(by Mineral and Metal)] of all closing stocks of the [Mineral-bearing ore].

3. Within 90 Days from the end of a Calendar Year, the Contractor shall provide the Secretary-General and the Sponsoring State or States with a statement from an Independent Aauditor or certified independent accountant that the royalty calculation for that Calendar Year:

(a) iIs based on proper accounts and records properly kept and is in agreement with those accounts and records; and

(b) cComplies with these Regulations and is accurate and correct.

Comments

- In relation to subpara 1(b), at a general level, several delegations support streamlining subpara 1(b) for clarity, including by unbundling its elements.

- It has been requested some clarification of the reporting timeframe for the quantities referenced in subpara 1(b). **Action: The Council is invited to consider whether the quantities should be presented by reference to the royalty return period or another timeline**, noting that detailed parameters may be set out in an applicable Standard or Guideline.
- A delegation has proposed to underline the importance of identifying the entity to whom mineral-bearing ore has been transferred, to ensure the operability of DRs 64, 64bis, 77 and 78, under subpara 1(c).
- Some delegations requested the clarification of the term "*Exploitation Contracts*" in subpara 1(c), namely whether it refers to the contract between the Contractor and the Authority or to contracts for the sale of ore with third parties.
- As for the "*independent auditor*" terminology, some delegations support inclusion of the term "Independent Auditor" as defined under the DRs; on the other hand, some other delegations consider that a different auditor designation may be warranted. **Action: The Council is invited to decide on the appropriate auditor designation for this DR**.

Regulation 72

[Authority may request additional information] [Request for Additional Information]

The Secretary-General may, by notice to a Contractor who has lodged a royalty return, request the Contractor to provide, by the date stated in the notice, which shall be no later than 90 Days from the date of the notice, [additional] information to support the matters stated in the royalty return.

Regulation 73

Overpayment of royalty

1. Where a royalty return shows any overpayment of royalties, a Contractor may apply to the Secretary-General to request a refund of any such overpayment. Contractors [must] [shall] properly demonstrate that an overpayment was made, and support their claim with all necessary documentation and justifications.

2. Where no such request is received by the Secretary-General within 90 Days of the due date of submission of the relevant royalty return [or within 90 Days of the actual submission if filed late], the Authority shall carry forward any overpayment and credit it against a future royalty amount payable under this Part, or, if the Exploitation Contract has expired, refund the amount within 90 Days.

3. Any request to reduce a royalty-related amount paid by a Contractor [must] [shall] be made within 1 year of an applicable financial report after the Day the relevant royalty return was lodged with the Authority.

4. [Where any final royalty return shows an amount to be refunded, the Secretary-General shall refund such amount within 90 Days [provided he or she determines that such refund is properly due] [of the due date of the submission or of the actual date of

submission].]/[Within 90 Days of the due date of the submission or within 90 Days of the date of submission] The Secretary-General may request, and the Contractor shall provide, such additional information or confirmation, as he or she considers necessary to determine that such a refund is correct and due to a Contractor.

Comments

- A delegation has proposed some textual amendments, replacing "*must*" with "*shall*" in paras 1 and 3, in order maintain consistency across the DRs.
- Some delegations requested clarification of the timeline for the Authority's ability to carry forward amounts payable. In this regard, a delegation has proposed an amendment to address this potential ambiguity in para 2. **Action: The Council is invited to discuss the above formulation**.
- Some amendments have been proposed in para 4 in order to clarify the timing of refunds, ensuring alignment with the mechanism set out under para 2.

[Regulation 73bis

Underpayment of royalty

1. Where a royalty return shows any underpayment of royalties, the Contractor shall pay the outstanding sum [verified by the Secretary-General] within [7] / [14] / [30] days of the notification by the Secretary-General ~~must demand payment from the Contractor within 7 Days~~.

2. If no payment is received, [the Authority shall add the payment due to the next period of royalty collection] / [the Council shall (a) act in accordance with regulation 79 and shall consider the unpaid debt from the date it became due and payable; and (b) consider taking further action under regulation 103].

[3. [A lack of payment constitutes a breach of contract and] Proper measures shall be taken against Contractors who [do not pay the underpaid royalty in due time] [underpay or do not pay the royalty in due time in accordance with regulation 103].]

[3. Alt. If no payment is received, the Authority shall add the outstanding payments to the next royalty collection period along with applicable penalties. Proper measures shall be taken against Contractors who fail to pay the underpaid royalty within the prescribed period, in accordance with the applicable Standards.]

Comments

- At a general level, this DR has been reinstated taking into account earlier proposals. In this regard, several delegations support reinstatement but suggest relocation, including under DR 79. On the other hand, a delegation proposed placement under DR 103 so that all non-compliance provisions are consolidated. Another delegation suggested regulating the matter under Part VII of the DRs, with a dedicated Guideline to address administration

of royalty payments. **Action: The Council is invited to decide on the preferred placement and structure of this DR**.

- Several delegations requested clarification of the term "*proper measure*" under para 3. In this regard, some delegations noted that if the measure is intended to relate to interest, it should be addressed under DR 79 for consistency.
- Para 3 Alt. has been suggested by a delegation in order to consolidate earlier suggestions coming from different delegations. On the other hand, it has been noted by some delegations that the substance of para 3 appears to be fully integrated within para 2; deletion of para 3 has therefore been proposed. **Action: The Council is invited to determine whether para 3 should be retained in revised form, relocated or deleted**.
- At a general level, the references to DR 103 under this DR must take into consideration the reformulation implemented by the FoP under DRs 103, 103bis, 103ter and 103quat. In this sense, under para 2, the reference to DR 103 may be better accommodated to DR 103bis or 103quat.

Section 4

Records and audit

Regulation 74

Proper books and records to be kept

1. A Contractor shall keep and maintain, ~~[at a place agreed by the Contractor and the Secretary-General]~~ [at a place specified in the Exploitation Contract], complete and accurate records relating to the Minerals recovered in order to verify and support all returns or any other accounting or financial reports required by the Authority in relation to Exploitation.

2. The Contractor shall prepare such records in conformity with internationally accepted accounting principles that verify, in connection with each Mining Area [and the Contract Area], inter alia:

(a) details of the quantity and grade of the Minerals, by Metal, recovered from each Mining Area [[and]/[of] the Contract Area;]

(b) details of sales, shipments, transfers, exchanges and other disposals of Minerals, by Metal, from ~~[~~each Mining Area [[and]/[of] the Contract Area]~~]~~, including the time, destination, value and basis of valuation and the quantity and grade of each sale, shipment, transfer, exchange or other disposal;

(c) details of all eligible capital expenditure and liabilities by category of expenditure and liability incurred in each Mining Area [[and]/[of] the Contract Area] or in direct support of activities within ~~-~~ each Mining Area [[and]/[of] the Contract Area]; [and]

(d) details of all revenues and operating costs associated with activities in each Mining Area [[and]/[of] the Contract Area] [including a breakdown of all general administration and management costs essential to, and directly connected to these

activities, and accruing in the Sponsoring State][; and].

[(e) details of any sales, shipments, transfers, exchanges and other disposals of any Minerals, to the degree available.]

3. A Contractor shall supply and file such records at such times as may be required by the Authority under these Regulations and within 60 Days of the receipt of any such request from the Secretary-General.

4. A Contractor shall maintain all records for the duration of the Exploitation Contract[, including during the period of post-mining monitoring] and[, at least, during] a period of 10 years following the completion of the Closure Plan, and make such records available for [inspections and] audit under regulation 75.

Comments

- At a general level, reservations have been expressed regarding the scope of the records, namely whether they encompass only the Mining Area or the overall Contract Area.
- This notwithstanding, some delegations proposed merging DR 74 into DR 39 so that the requirement is encompassed within the overall records compliance structure. **Action: The Council is invited to consider this in an *ad hoc* drafting group encompassing both DRs**.

Regulation 75

Audit by the Authority

1. The Council, on its own initiative, or upon the request of the Secretary-General or the Commission, may [decide to] request an audit of the Contractor's books and records and all subcontractors' books and records associated with the Exploitation activities in the Area.

2. Any such audit shall be undertaken at the Contractor's sole cost and shall be performed by [a qualified] Independent Auditor approved by the [Council] in accordance with applicable Standard and taking into account the Guidelines.

3. An Independent Auditor may, in connection with a liability for a royalty payment:

(a) audit the mining and on-board processing facilities with a view to verifying the accuracy of all information reported and the accuracy of the equipment measuring the quantity of Minerals [ore] sold or removed without sale from the Contract Area];

(b) audit any relevant documents, papers, records and data available at the Contractor's offices or on-board any mining vessel or Installation;

(c) require any duly authorized representative of the Contractor to answer any relevant questions in connection with the audit and provide any missing documents, papers, records and data; and

(d) make and retain copies or extracts of any documents or records relevant to the subject matter of the audit and provide a Contractor with a list of such copies or extracts.

4. For the purposes of an audit the Contractor shall make available to an [Independent]

Auditor such financial records and information contemplated as reasonably required by the relevant organ of the Authority to determine compliance with this Part.

5. Members of the Authority, in particular a Sponsoring State or States, shall~~,~~ cooperate with and assist the relevant organ of the Authority and any Independent Auditor in the carrying out of any audit under this regulation, and shall facilitate access to the records of a Contractor by an auditor and assist in the exchange of information relevant to a Contractor's obligations under this Part.

Comment

At a general level, broad support was expressed; however, some delegations requested clarification on the scope of such regulation as the wording seems to conflate ordinary financial audits with audits specific to royalty liability. Both have merit but should be clearly delineated.

Regulation 76

Assessment by the Authority

1. Where the Secretary-General [so determines] / [suspects], taking into account the relevant guidance provided by the Council [and] / [or] following any audit under this Part, or by otherwise becoming aware that any royalty return is not [~~accurate and correct~~] in accordance with this Part, the Secretary-General [may]/[shall], by written notice to a Contractor [and a Sponsoring State], request ~~any~~ such additional information that the Secretary-General considers reasonable in the circumstances, including the report of an auditor[, in order to undertake an assessment in accordance with this regulation].

2. A Contractor shall provide such information requested by the Secretary-General within 60 Days of the date of such request, together with any further information the Contractor [~~requires~~] [requests] the Secretary-General to take into consideration.

[3. The Secretary-General may, within 60 Days of the expiry of the period prescribed in paragraph 2 above, and after giving due consideration to any information submitted under paragraph 2, make an assessment of any royalty liability that the Secretary-General considers ought to be levied in accordance with this Part.]

[3. Alt. If concern persists after the information pursuant to paragraph 2 has been provided, the Secretary-General shall notify the Compliance Committee to assess any royalty liability that the Compliance Committee considers ought to be levied in accordance with this Part or to take any other compliance measure it deems appropriate.]

4. The Secretary-General shall provide the Contractor with written notice of any proposed assessment under paragraph 3 above. [The Contractor may make written representations to the [Secretary-General] / [Compliance Committee] within 60 Days of the date of such written notice. The Secretary-General shall consider such representations and shall confirm or revise the assessment made under paragraph 3 above.]

[4. bis If the Contractor is not satisfied with the [Secretary-General's][Finance Committee][Compliance Committee][Council] confirmation or revision of the [initial] assessment, the Contractor may request a review of that decision in writing and provide any further information the Contractor [wishes] / [requests] the Secretary-General to

consider within 30 Days of [a decision being made] / [the written notice provided by the Secretary-General under paragraph 4 above]. The Secretary-General shall then [reconsider and either] affirm, revise, or revoke the assessment, taking into account the further information provided by the Contractor, within 60 Days.]

[4. ter The Secretary-General shall [provide][inform] the Council [~~with each approving assessment confirmed or revised according to~~] [of decisions under] paragraphs 4 and 4bis above.]

[4 ter. Alt. The Secretary-General shall provide the Commission and the Finance Committee for their consideration the assessment and information under paragraphs 4 or 4bis above. The Commission [and Finance Committee] shall consider them at their respective next available meetings provided that the assessment and information have been circulated at least 30 Days in advance of the respective meetings. The Commission shall then prepare its report and recommendations to the Council based on consultation with the Finance Committee. The Council shall then re-consider and either affirm, revise, or revoke the assessment made by the Secretary-General. The Secretary-General shall provide the Contractor the written notice of the decision of the Council.]

[5. The Contractor shall pay any such royalty liability within 30 Days of the date of the determination made by the Secretary-General under paragraph 4[or, where applicable, paragraph 4bis].]

[5. Alt. In case of appropriate decision of the Council, the Contractor shall pay any such royalty liability within 30 Days of the date of the written notice provided by the Secretary-General under paragraph 4ter above.]

Comments

- At a general level, delegations have not agreed on the organ intended to counterbalance the powers of the Secretary-General. Views vary between the Compliance Committee, the LTC and the Finance Committee.
- Due to a lack of consensus, para 4bis remains in brackets. **Action: The Council is invited to decide on the allocation of decision-making power within the Authority**.
- During the thirtieth session, some delegations indicated they would submit written proposals; however, those received did not cover the full scope initially discussed. Only the latest written amendments have therefore been incorporated.

Section 5

Anti-avoidance measures

Regulation 77

General anti-avoidance rule

1. [The Secretary-General shall determine the liability for a royalty payment] Where the Secretary-General reasonably considers that a Contractor has entered into any

scheme, arrangement or understanding or has undertaken any steps which, directly or indirectly:

(a) result in the avoidance, postponement or reduction of a liability for [any] payment under this Part;

(b) have not been carried out for bona fide commercial purposes; [and]

(c) have been carried out solely or mainly for the purposes of avoiding, postponing or reducing a liability for [any] payment.;

(d) [1. bis] tThe Secretary- General shall determine the liability for a [payment under this part] as if the avoidance, postponement or reduction of such liability had not been carried out by the Contractor and in accordance with this Part.

2. The Secretary-General shall provide the Contractor with written notice of any proposed determination under paragraph 1 above. The Contractor may make written representations to the Secretary-General within 60 Days of the date of such written notice. The [Secretary-General] shall consider such representations and shall determine the liability for a royalty for the original or revised amount.

[2. bis [If the Contractor is not satisfied with the Secretary-General's determination, the Contractor may request a review of that decision in writing and provide any further information the Contractor wishes the [Secretary-General] /[the Council] / [Economic and Planning Commission] to consider. The [Commission and Finance Committee] / [Economic and Planning Commission] shall consider any such representations made by the Contractor at their respective next available meetings provided that the representations have been circulated at least 30 Days in advance of the respective meetings. The [Commission] / [Economic and Planning Commission] shall then prepare its report and recommendations to the Council [based on consultation with the Finance Committee]. The Council shall then re-consider and either affirm, revise, or revoke the decision made by the [Secretary-General].]

~~[2. Alt. The Secretary General shall provide the Contractor with written notice of any proposed determination under paragraph 1 above. The Contractor may make written representations to the Secretary General within 60 Days of the date of such written notice. The [Secretary-General] shall consider such representations and shall determine the liability for a royalty for the original or revised amount. [If the Contractor is not satisfied with the Secretary General's determination, the Contractor may request a review of that decision in writing and provide any further information the Contractor wishes the [Secretary General/the Council] to consider. The Commission and Finance Committee shall consider any such representations made by the Contractor at their respective next available meetings provided that the representations have been circulated at least 30 Days in advance of the respective meetings. The Commission shall then prepare its report and recommendations to the Council based on consultation with the Finance Committee. The Council shall then reconsider and either affirm, revise, or revoke the decision made by the [Secretary-General].~~

[2 ter.~~bis. 2~~ The Sponsoring State shall be informed at the beginning of any procedure potentially leading to a determination according to this regulation, and may provide written representations to the Secretary-General, the Council or the Finance Committee.]

3. The Contractor shall pay any such liability [under this Part] within 30 Days of the

date of the determination made by the Secretary-General under paragraph 2.

[4. If the Contractor is in ~~[gross and persistent breach]~~ [serious, persistent and willful violation] of any payment obligations in accordance with this Part, the Council ~~[shall]~~ [may] suspend or [terminate] the Exploitation Contract pursuant to regulation 103 of these Regulations and the Contactor's company principals shall be barred from direct or indirect involvement with any Contractor or subcontractor operating in the Area for a period [determined by the Authority commensurate to the violation] of [10] years].

Comments

- A delegation has proposed to insert para 2bis to improve readability and simplicity, inserting the Economic and Planning Commission as a recommending body with respect to the application of the penalty.
- Some delegations have suggested moving para 4 to DR 103 so that all non-compliance provisions are centralized. Still in this regard, it must be noted that, taking into consideration the reformulation proposed by the FoP, para 4 would be better parked under DR 103(3)(c) as a new subpara. **Action: The Council is invited to decide on the best placement of such provision**.
- It should also be noted that the wording "*serious, persistent and willful violation*" is in accordance with Art. 18 of the Annex III to the Convention and therefore it is maintained under the DR.

Regulation 78

Arm's-length adjustments

1. For the purposes of this regulation:

(a) "Arm's length", in relation to Exploitation Contracts and transactions, means contracts and transactions that are entered into freely and independently by parties that are not Related Parties and without one party influencing another; and

(b) "Arm's-length value", in relation to costs, prices and revenues, means the value that a willing buyer and willing seller, who are not Related Parties, would agree to in a competitive environment.

[1. bis All transactions involving Contractors that are State-owned enterprises shall be considered non-Arm's length under this regulation unless the Council determines otherwise on the basis of substantiated and verifiable documentation.]

2. Where, for the purposes of calculating any amounts due under this Part VII, any costs, prices and revenues have not been charged or determined on an arm's-length basis, pursuant to a contract or transaction between a Contractor and a Related Party, the Council may adjust the value of such costs, prices and revenues to reflect an arm's-length value, taking into account the recommendations of the Commission, in accordance with internationally accepted principles.

3. The Secretary-General shall provide the Contractor with written notice of any proposed adjustment under paragraph 2 above. The Contractor may make written representations to the [Secretary-General]/[Council] within 60 Days of the date of such

written notice. If the Contractor submits written representations, the [Secretary-General]/[Council] shall affirm, amend or revoke the adjustment, taking into account the further information provided by the Contractor, within 60 Days of being provided with that further information.

[4. The Commission and Finance Committee shall consider any such representations made by the Contractor at their respective next available meetings provided that the representations have been circulated at least 30 Days in advance of the respective meetings. The Commission shall then prepare its report and recommendations to the Council based on consultation with the Finance Committee. The Council shall decide the value of relevant costs, prices and revenues based on the recommendation.]

Comments

- Some delegations have proposed a clarification under para 1bis noting that State-owned companies may not be directed solely by commercial considerations and may operate under State influence.
- A power balancing insertion is proposed, under para 4, to provide oversight by the Finance Committee and the LTC, principally for governance reasons given the concentration of powers in the office of the Secretary-General.
- At a general level, it was noted that some proposals from the last session had not been incorporated; in this regard, para 4 has now been reinstated.

Section 6

Interest and penalties

Regulation 79

Interest on unpaid royalty

1. Where any royalty or other amount levied under this Part remains wholly or partly unpaid after the date it becomes due and payable, a Contractor shall, in addition to the amount due and payable, pay interest on the amount outstanding, beginning on the date the amount became due and payable, in accordance with the applicable Standard, at an annual rate calculated by:

(a) adding 5 per cent to the special drawing rights interest rate prevailing on the date the amount became due and payable for the first ~~month~~30-day period of non-payment;

(b) adding 10 per cent to the special drawing rights interest rate prevailing on the date the amount became due and payable for the second and third ~~months~~30-day period of non-payment; and

(c) adding ~~[~~15~~]~~ ~~[20]~~ per cent to the special drawing rights interest rate prevailing on the date the amount became due and payable for any further period of non-payment.

2. Interest shall accrue on a daily pro rata basis, calculated using a 365-day year (or 366 in leap years), based on the number of Days the amount remains unpaid pursuant to paragraph 1(a)-(c).

Comments

- At a general level, a delegation has proposed textual clarifications to subparas 1(a) and (b) to address accrual of payments within the month. Daily accrual has also been suggested to maintain consistency with other international legislative frameworks.
- Under subpara 1(c), most delegations appear to support the selection of a 15% interest rate. Furthermore, during the thirtieth session, there was general support for the amendments proposed therein.

Regulation 80

Monetary penalties

[inserted under regulation 103]

Section 7

Review of payment mechanism

Regulation 81

Review of System of Payments

1. The System of Payments refers to the set procedures adopted by the Authority under Part VII of these Regulations for the purpose of determining payments owed by a Contractor. Such payments shall include royalties, profit sharing arrangements, and/or any other payment mechanism as may be adopted by the Council under this Part,

[1. Alt. The System of Payments means the financial mechanisms the Authority applies pursuant to Part VII of these Regulations to determine the payments due from a Contractor to the Authority, including the required forms of payment (such as a royalty payment and profit sharing).]

2~~1~~. The S~~s~~ystem of P~~p~~ayments ~~–[adopted under these Regulations and pursuant to paragraph 1(c) of Section 8 of the Annex to the Agreement,~~] shall be reviewed by the Council five years from the first date of commencement of Commercial Production in the Area and at intervals thereafter in accordance with the applicable Standards [as well as all observed Environmental Impacts] and effects (RUS). [This shall include a review of the methodologies used to calculate environmental externalities pursuant to regulations 64ter and 64quat.]

3. A review of the System of Payments shall be carried out in accordance with the applicable Standard.

4~~2~~. The Council, based on the recommendations of the Commission [~~and following a review under paragraph 1~~], may decide to adjust the existing S~~s~~ystem of P~~p~~ayments or introduce a new S~~s~~ystem of P~~p~~ayments[~~, taking into account the level of maturity and development of Exploitation activities in the Area, as well as the principles under article~~

~~13 of Annex III to the Convention and Section 8 of the Annex to the Agreement~~]. Any adjustment or introduction of a new System of Payments shall be in accordance with the results of the most recent review referred to under this regulation.

[~~3. Without limiting the scope of any review by the Council, a review under this regulation may include an adjustment to an existing system of payments, or an introduction of a new system of payments, and may consider changes to all applicable rules, regulations and procedures of the Authority [including any applicable Standards and taking into consideration the Guidelines].~~]

[54. A review of the S~~s~~ystem of P~~p~~ayments shall consider all R~~r~~esource categories unless otherwise decided by the Council.

[65. A change to the System of Payment shall only apply by agreement between the Authority and the Contractor for Contract Areas that have already commenced Commercial Production

[7. This regulation shall not apply to the Enterprise for a period not exceeding 10 years, in accordance with the decision adopted by the Assembly pursuant to article 10, paragraph 3, of Annex IV to the Convention.]

Comments

- The DRs 81 and 82 have been updated taking into consideration negotiations during the thirtieth session of the Council and the FoP group work on DRs 81 and 82.
- Delegations have proposed the addition of a new first para providing a more explicit definition of the "*System of Payment*". Some proposed an alternative para 1, and a suggestion was made to include the term under the Schedule definition. Therefore, para 1 Alt. is between bracket as well as the new term defined under the Schedule. **Action: The Council is invited to decide on the best placement of such provision**.
- At a general level, a delegation has proposed to maintain the reference to environmental externalities in respect of DRs 64ter and 64quat. This has been placed under para 2. **Action: The Council is invited to discuss on the maintenance of such references taking into consideration the implementation of DRs 64ter and 64quat**.
- Some delegations requested an explicit procedural obligation in respect of the review of the System of Payments to proceed under an applicable Standard. A new para 3 was added accordingly.
- Delegations have also agreed on the deletion of the references that a review would proceed on the basis of relevant principles of the Convention and the 1994 Agreement, noting redundancy with those existing provisions.
- During the FoP group discussions, delegations were not able to reach consensus on the para 6, with many delegations have expressed reservations. **Action: The Council is invited to further discuss this topic**.

Regulation 82

Review of rates of payments

1. The rates of payments under an existing Ssystem of Ppayments shall be reviewed by the Council five years from the first date of commencement of Commercial Production in the Area and at intervals thereafter in accordance with the applicable Standards.

2. A review of the rates of payments under an existing System of Payments shall be carried out in accordance with the applicable Standards and in conjunction with a review pursuant to regulation 81.

32. The Council, based on the recommendations of the Commission, may decide to adjust the rates of payments [taking into account the Resource Category and the level of maturity and development of Exploitation activities in the Area, as well as the principles under article 13 of Annex III to the Convention and Section 8 of the Agreement]. Any adjustment to the rates of payment shall be in accordance with the results of the most recent review referred to under this regulation.

43. A review of the rates of payments shall consider all Resource Categories unless otherwise decided by the Council.

54. An adjustment to the rates of payments shall apply to all Contract Areas [provided that the application is deferred until the end of the first five years of the Exploitation Contract].

65. Without limiting the scope of any review by the Council, a review under this regulation may include an adjustment to the [rate associated with any payment mechanism adopted under [this Part] [the rules, regulations, and procedures of the Authority, in accordance with any applicable Standards and taking into account the Guidelines], including the manner and basis of their calculation, as well as the establishment of rates of payments for new relevant Minerals or Metals that are likely to be commercially exploited [during the next review cycle].]

Comments

- Similar to DR 81, the FoP group work on DRs 81 and 82 has been implemented. An additional para was agreed on to ensure an explicit procedural obligation exists for the review of rates of payments to proceed under the applicable Standard.
- Although several delegations proposed deletion of the wording on exemptions to the application of changes to payment rates under para 6, one delegation noted its reservation and proposed additional text included in brackets.
- A delegation proposed the deletion of "*during the next cycle*" when considering the establishment of rates for Minerals/Metals that are likely to be exploited, as this avoids any doubt that rates established for newly exploited Metals are applied retrospectively.

Section 8

Payments to the Authority

Regulation 83

Recording in Seabed Mining Register

[~~1. All payment figures made by the Contractor to the Authority under this Part are publicly available.~~

~~2. Details of all payments received by the Authority from Contractors shall be recorded in the Seabed Mining Register.~~]

[All payments received by the Authority from Contractors shall be recorded in the Seabed Mining Register and shall be publicly available.]

Comment

At a general level, an alternative proposal of the DR was presented which has not attracted any *prima facie* objections from delegations.

Regulation 83 bis

Beneficial Ownership Registry

~~1. A Contractor shall submit information as part of its annual report pursuant to Regulation 38 to the Secretary-General to be included in a Beneficial Ownership Registry in accordance with [applicable] Standards and [taking into consideration] Guidelines.~~

~~[~~1~~. Alt~~. Contractors shall submit detailed beneficial ownership information as part of their annual report, in compliance with regulation 38, to the Secretary General. This information [must] / [shall] be [compiled] / [included] in the Beneficial Ownership Registry, ~~adhering to~~ in accordance with all applicable Standards and taking into account the Guidelines.~~]~~

[2. The structure and operation of the Beneficial Ownership Registry shall be included in a Standard. At a minimum, the Standard shall include the reporting threshold for beneficial ownership for the purposes of an Exploitation Contract, the information which is to be included in the Beneficial Ownership Registry referenced in paragraph 1 above, and a clear process and timeline for submitting this information and ensuring it is up to date and accurate.]

[3. The Standard referenced under paragraph 2 above shall promote consistency with internationally recognized standards.]

4~~2~~. The [Beneficial Ownership Registry] shall be published through the Seabed Mining Register.

Comments

- At a general level, some delegations proposed to insert a definition of "*Beneficial Ownership Registry*" under the Schedule of definitions. Despite no wording has been provided yet, term has been inserted under the Schedule. **Action: The Council is invited to discuss and formulate a definition**.
- Regarding paras 1bis and 1ter, they relate to the Standard and the minimum criteria to be included therein. **Action: The Council is invited to consider whether they should be removed from the DRs and inserted in the suspense document to be further construed as a Standard**.
- Some delegations suggest moving the substance of this DR under DR 7, noting that its current placement precludes the LTC and the Council from accessing this information prior to contract award. These delegations support providing the information at the initial assessment stage and updating it annually thereafter. **Action: The Council is invited to discuss on the best placement of this DR**.

Part VIII

Annual, administrative and other applicable fees

Section 1

Annual fees

Regulation 84

Annual reporting fee

1. A Contractor shall pay to the Authority, from the ~~[~~date of the signature~~]~~ of an Exploitation Contract [by all parties] and for the term of the Exploitation Contract and any ~~[~~extension~~]~~ thereof, an annual reporting fee as determined by a decision of the Council from time to time, based on the recommendation of the Finance Committee [with the aim of covering the costs associated with the Authority's management and review of the Contractor's annual reports].

2. The annual reporting fee is due and payable to the Authority at the [same] time [as the deadline for] [~~of~~] submission of the Contractor's annual report under regulation 38.

[3. Where the effective date is part way through a Calendar Year, the first payment shall be pro-rated and made within 30 Days after the effective date of an Exploitation Contract.]

4. Where an annual reporting fee remains unpaid after the date it becomes due and payable:

[~~-~~(a) Alt. the process set out in regulation 103 should be followed to determine whether this constitutes a violation of the fundamental terms of the Exploitation Contract; and]

(b) a~~A~~ Contractor shall, in addition to the amount due and payable, pay interest on the amount outstanding, beginning on the date the amount became due and payable, at an annual rate calculated by adding 5 per cent to the special drawing rights interest rate prevailing on the date the amount became due and payable. [Interest shall cease to run upon payment of the outstanding amount.]

Comments

- At a general level and while discussing the implications and modifications of this DR, Art. 10 of Annex IV to the Convention regarding the independent operation of the Enterprise and its initial self-sufficiency from the Council must be taken into consideration.
- A delegation has suggested that the object of the fee under para 1 to be specified to guide the Finance Committee's recommendations.
- A delegation had proposed some textual amendments to clarify the text under para 2.

- Under para 3, it has been noted that a pro-rated first payment is appropriate if payment is made part way through the Calendar Year. Reinstatement has been proposed accordingly.
- Under para 4, some delegations consider that the content of the deleted para should follow the mechanism set out under DR 103. Accordingly, previous subpara (a) has been replaced entirely by a new alternative subpara (a). **Action: The Council is invited to decide whether para 4 should be deleted**, taking into consideration that some delegations contest deletion, noting that delays may arise from various circumstances and therefore should not automatically constitute a breach under the DRs.

Regulation 85

Annual fixed fee

1. A Contractor shall pay to the Authority, [~~[Alt 1. from the date of commencement of Commercial Production in a Contract Area]~~]~~-~~ [Alt. 2. from the date of the signature of an Exploitation Contract and for the term of the Exploitation Contract and any extension thereof] an annual fixed fee. The amount of the fee shall be established by the Council as required under paragraph 1, subparagraph (d) of Section 8 of the Annex to the Agreement~~.~~ on the advice of the Finance Committee, and with the aim to cover the likely costs associated with the Authority's management of the Exploitation Contract, including staffing the Secretariat and conducting inspection and enforcement activities.

[2. The annual fixed fee is due and payable to the Authority within 30 Days of the commencement of each Calendar Year.]

[2. Alt. The annual fixed fee shall be payable to the Authority within 30 Days of the effective date of the Exploitation Contract, and thereafter within 30 Days of the commencement of each subsequent Calendar Year for the duration of the Exploitation Contract.]

3. Where the date of ~~[commencement of Commercial Production] /~~ [the signature of the Exploitation Contract] occurs part way through a Calendar Year, a prorated annual fixed fee shall become due and payable to the Authority within 30 Days of such commencement date.

3. bis Where an annual fixed fee remains unpaid after the date it becomes due and payable:

(a~~b~~) ~~A~~a Contractor shall, in addition to the amount due and payable, pay interest on the amount outstanding, beginning on the date the amount became due and payable, at an annual rate calculated by adding 5 per cent to the special drawing rights interest rate prevailing on the date the amount became due and payable;~~.~~ and

[(b). interest shall cease to run upon payment of the outstanding amount.]

[4. In any Calendar Year, the annual fixed fee may be credited against any royalty or other amount payable under Part VII of these Regulations.]

Comments

- It has been noted, by reference to subpara 1(d), Section 8 of the Annex to the 1994 Agreement, that the annual fee should be payable from the date of commencement of Commercial Production. Under para 1 Alt.1, it is also noted that the Authority's financing can be maintained through payments set forth under Part VII of the DRs.
- Under para 1 Alt.2, some delegations observe that the Authority's activities and associated costs (for example, Test Mining reviews) will increase upon commencement of Exploitation Contracts. It has also been noted that this approach would promote greater consistency across contracts, given the variable duration between REMP approval and commencement of Commercial Production.
- At a general level, in light of broader support for Alt. 2, Alt. 1 has been deleted absent consensus, with the outcome reflected under para 3 as well. Delegations may wish to refer to: ISBA/29/C/CRP.5 (July 2024).

Section 2

Fees other than annual fees

Regulation 86

Application fee for approval of a Plan of Work

1. [An A~~a~~pplicant for the approval of a Plan of Work, [when submitting the application for the approval of a Plan of Work], shall pay an application fee] / [An Applicant shall pay an application fee at the time of submitting a Plan of Work for approval] as determined by a decision of the Council from time to time, based on the recommendation of the Finance Committee.

2~~3~~. Taking into account any criteria established for this purpose by the Finance Committee, the [Secretary-General]/[Finance Committee]shall determine whether there is a difference between the amount of the application fee and the administrative costs incurred by the Authority in processing an application, and [the Secretary-General shall] notify the A~~a~~pplicant or Contractor of the amount of any such difference. The notification shall include a statement of the expenditure incurred by the Authority. In the event the amount of the application fee falls short of the administrative costs of the Authority, the difference must be paid by the A~~a~~pplicant within 90 Days of the signature of the Exploitation Contract. ~~[~~In the event the amount of the application fee exceeds the administrative costs of the Authority, the difference must be reimbursed to the A~~a~~pplicant within 90 Days of the signature of the Exploitation Contract.~~]~~

3. The Secretary-General shall not process any application until the applicable fee under this Part has been paid [in full].

Comment

As for the organ responsible for determining the application fee under para 2, views differ between the Secretary General – given its visibility over administrative costs –, and the Finance Committee – given its technical capabilities.

Regulation 87

Other applicable fees

A Contractor shall pay other prescribed fees in respect of any matter specified by the Council, based on the recommendations of the Finance Committee, in accordance with the applicable rules, regulations and procedures of the Authority.

Section 3

Miscellaneous

Regulation 88

Review and payment

1. The [Council [based on the recommendation of the Finance Committee]] / [Finance Committee] shall review and determine [on a regular basis] / [at least once every 2 [or 3] years on] the amount of each of the annual, processing and other applicable administrative fees in order to ensure that they cover the Authority's expected administrative costs for the service provided.

[2. Except as provided for in this Part, fees will be a fixed amount expressed in [United States dollars] or its equivalent in a freely convertible currency.]

3. Fees paid under this Part are not refundable upon the withdrawal, rejection or refusal of an application.

Comments

- During the thirtieth session, delegations have not arrived on a consensual text over the institutional role set forth in para 1. The different proposals vary between the Finance Committee being the designated reviewing entity and the Council reviewing the annual fees on the recommendation of the Finance Committee. **Action: The Council is invited to decide on such institutional allocation, taking into consideration Section 9 of the 1994 Agreement.**
- Some reservations have also been expressed under in relation to para 2 for the currency referenced in the Review and Payment provisions. **Action: The Council is invited to address this taking into consideration the ongoing discussion under DR 70 relating to the approved list of currencies, including whether the matter should instead be addressed in a Guideline or Standard**.

Part IX

Information-gathering and handling

Regulation 89

Confidentiality of information

1. Data and information regarding the Plan of Work, Exploitation Contract, its schedules and annexes or the activities taken under the Exploitation Contract ~~[are]~~ ~~[~~shall be~~]~~ publicly available~~, other than Confidential Information~~ except where such information is qualified as confidential. **(CHI keep)**

2. "Confidential Information" means: **(ZAF-AFR move definition to Schedule)**

~~(a) [Data and information that have been designated as Confidential Information by a Contractor in consultation with the Secretary-General under the Exploration Regulations and which remains Confidential Information in accordance with the Exploration Regulations;]~~**(GER del)**

(b) data and information relating to personnel matters, the health records of individual employees or other documents in which employees have a reasonable expectation of privacy, and other matters that involve the privacy of individuals;

(c) data and information which have been categorized as Confidential Information by the Council; and

(d) data and information designated by the Contractor as Confidential Information at the time it was disclosed to the Authority, provided that, subject to paragraph 5 below, such designation is deemed to be well founded by the ~~Legal and Technical~~ Commission in accordance with the applicable Standard on the basis that there would be substantial and demonstrable risk of serious or unfair economic prejudice if the data and information were to be released.

3. "Confidential Information" does not mean or include data and information that: **(ZAF-AFR move para to Schedule)**

(a) are generally known or publicly available from other sources;

(b) have been previously made available by the owner to others without an obligation concerning its confidentiality;

(c) are already in the possession of the Authority with no obligation concerning its confidentiality;

~~(d) Are required to be disclosed under the rules, regulations and procedures of the Authority [to protect the Marine Environment or human health and safety];~~ **(GER, CHI, TTO, CRI keep)**

(e) are necessary for the formulation ~~[from time to time]~~ by the Authority of rules, regulations and procedures ~~[and decisions]~~ of the Authority concerning the Protection and Preservation of the Marine Environment[, human health] and safety, other than equipment design data;

[(f) relate to the Protection and Preservation of the Marine Environment, provided that the Secretary-General may designate such information as Confidential Information for a reasonable period, subject to such conditions as may be appropriate, where the Commission agrees that there are bona fide academic reasons for delaying its release on the terms proposed by the Secretary-General and the decision including the reasons are reported to Council;]**(KOR keep)**

[(f) Alt. are environmental data, including all baseline and monitoring information;]**(ITA; Pew, NOR, DOSI, GER, NLD, GBR, FSM, FRA, BEL, SPA, IRL keep)**

[(f)Alt. 2 environmental data, including all baseline and monitoring information, except in such temporary circumstances where some environmental data may be deemed **[**confidential as agreed with the Secretary General for a reasonable period only, where the Commission agrees that there are bona fide academic reasons for delaying its release**](RUS res**). The reasons, terms and decisions are to be reported by the Secretary-General to the Council. The data shall be deemed non confidential on the expiry of the time frame agreed with the Secretary-General.] **(RUS, DOSI, ZAF-AFR keep**)(**SPA res**)

f) alt 3. Environmental data including all baseline and monitoring information except where the Secretary-General with the agreement of the Commission determines that specific environmental data should remain confidential for a reasonable and limited period on the basis of bona fide academic reasons. The reasons, terms and decisions for such confidentiality shall be reported to the Council and the data shall become non confidential upon expiry of the agreed period. (ZAF-AFR, RUS)

(f) **Alt 4 relate to the Protection and Preservation of the Marine Environment, save and accept such information that the Secretary-General designates as Confidential Information. (TTO)**

(g) are an arbitral award or judgment in connection with activities in the Area;

(h) relate to Contractor payments to the Authority~~[, governments, state enterprises, other Contractors, as well as payments and other forms of financial benefit received by the Contractor from [its Sponsoring State or if applicable] Sponsoring States]~~; **(CHI, CRI keep)**

~~(i) Relate to beneficial ownership of Contractors;~~

[(i) Alt the names [and personal information]**(RUS del)** of natural persons which hold, directly [or indirectly]**(RUS res**), equity of the Applicant or Contractor;]

(k) the Contractor to which the data and information relates has given prior written consent to its disclosure; or

(l) ~~The area to which the data and information~~ relates to an area that is no longer covered by an Exploitation Contract; provided that following the expiration of a period of 10 years after it was passed to the Secretary-General, Confidential Information shall no longer be deemed to be such unless otherwise agreed between the Contractor and the ~~[~~Secretary-General~~]~~**(RUS del**)/[Authority](**RUS keep**)~~,~~ in accordance with the applicable Standard and taking into account the Guidelines and save any data and information relating to personnel matters under paragraph 2, subparagraph (b) above.~~; or~~

~~[(m) Are in a category designated by the Council as not being Confidential Information.]~~ **(CHI keep)**

4. Confidential Information will be retained by the Authority and the Contractor in strictest confidence in accordance with regulation 90 and shall not be disclosed to any third party without the express prior written consent of the Contractor, which consent shall not be unreasonably withheld, conditioned or delayed, save that Confidential Information may be used by the Secretary-General and staff of the Authority's Secretariat, as authorized by the Secretary-General, and by members of the Commission [Alt. 1 and the Compliance Committee](**RUS, CHI, ITA, SPA, GBR del**) [Alt. 2 and of other relevant subsidiary organs](**RUS, CHI, ITA, SPA, GBR keep**) as necessary for and relevant to the effective exercise of their powers and functions.

5. In connection with paragraph 2, subparagraph (d) above, a Contractor shall, upon transferring data and information to the Authority, designate by notice in writing to the Secretary-General the Information or any part of it as Confidential Information describing, in

general ~~and non-prejudicial~~ terms, any information redacted or required to be withheld from publication on the basis of confidentiality with an explanation of the reasons. The Secretar~~iat~~y-General shall publish a copy of any such notice received upon receipt.

5. bis If the ~~Secretary-General~~Commission [[or], a Member State[, or another Stakeholder] **(GBR keep)**]**(ZAF-AFR del)** objects to such designation within a period of [30]**(CRI del) 90 (CRI)** Days from the publication of the notice, the parties shall consult upon the nature of the data and information and whether it constitutes Confidential Information under this regulation. During the consultations, the Secretary-General shall ~~[apply~~ comply with the applicable Standards and take into account the Guidelines~~]~~. The Secretary-General shall report to the Council regarding the types and quantities of data that are designated confidential in accordance with this paragraph. Any dispute arising as to the nature of the data and information shall be dealt with in accordance with Part XII of these Regulations. **(GER, RUS, GBR keep)**

~~6. [Nothing in these Regulations shall affect the rights of a holder of intellectual property.]~~**(ITA keep)**

Comments

- In subpara 2(d), the majority of delegations expressed a preference for the LTC over the Secretary-General and the Data Committee, which were already in deleted form and have therefore been deleted.
- Some delegations requested deletion of subpara 3(d), as inconsistent with para 1, according to which all information is confidential (except if listed in subpara (2).
- In subpara 3(e), reference to human health has been added. The Council is reminded that the term "*Protection*" capitalised currently relates only to the Protection of the Marine Environment.
- In subpara 3(f), several delegations requested deletion of the original language during the second part of the thirtieth session. Since there was no objection, it has been deleted. Former subparas 3(f) Alt. and 3(f) Alt.2. (now respectively subparas 3(f) and 3(f) Alt.) have been retained, since both of them received some support. A second alternative version has been included based on the suggestion of a delegation. **Action: the Council is invited to consider this para and to agree on its content and language.**
- The second part of subpara 3(h) was suggested deleted, as that type of information might be classified as a tax secret.
- Some delegations proposed adding in para 4 reference to organs other than the LTC. Based on the inputs received, two alternatives have been included. **Action: the Council is invited to consider the proposed alternatives.**
- Some delegations suggested splitting para 5 in two paragraphs to enhance clarity. In current para 5, reference to the Secretariat is suggested replaced with one to the Secretary-General, in line with the other regulations.
- In what is now para 5.bis, some delegations suggested replacing reference to the Secretary-General with one to the LTC. Delegations disagreed on the inclusion of the reference to Stakeholders.

Regulation 90

Procedures to ensure confidentiality

1. The Secretary-General shall be responsible for maintaining the confidentiality of all Confidential Information held by the Authority and shall not, except where legally obliged to do so or with the prior written consent of a Contractor concerned), release such information to any person ~~external to the Authority~~**[**[who is not an official of the Authority, [a Member of its constituent organs**](GER del)** or is otherwise authorised under these Regulations]**(RUS keep)] (ZAF-AFR del)**. To ensure the confidentiality of such information, the Council shall establish procedures, consistent with the provisions of the Convention, governing the handling of Confidential Information ~~[~~by organs of the Authority~~]~~, and any other person participating in any activity or programme of the Authority. Such procedures shall include:

(a) the maintenance of Confidential Information in secure facilities and the development of security procedures to prevent unauthorized access to or removal of such information; and

(b) the development and maintenance of a classification, log and inventory system of all written information received, including its type and source and the routing from the time of receipt until final disposition.

[2. A person who is authorized pursuant to these Regulations to access Confidential Information shall not disclose such information except as permitted under the Convention and these Regulations. The Secretary-General shall require such persons ~~any person who is authorized to access Confidential Information~~ to make a written declaration witnessed by the Secretary-General or duly authorized representative to the effect that the person so authorized:

(a) acknowledges his or her legal obligation under the Convention and these Regulations with respect to the non-disclosure of Confidential Information; and

(b) agrees to comply with the applicable regulations and procedures established to ensure the confidentiality of such information.] **(SPA to send proposal)**

[3. ~~The Commission~~All subsidiary organs of the Authority shall protect the confidentiality of Confidential Information submitted to ~~it~~them pursuant to these Regulations or an Exploitation Contract issued under these Regulations. ~~[In accordance with the provisions of Article 163(8), of the Convention, m]~~[M]embers of the ~~Commission~~ subsidiary organs shall not disclose or use, even after the termination of their functions, any industrial secret, proprietary data which are transferred to the Authority in accordance with article 14 of Annex III to the Convention or any other Confidential Information coming to their knowledge by reason of their duties for the Authority.] **(SPA keep)**

[[3. bis The Secretary-General shall establish and maintain a Confidential Information Register to record all instances in which data or information has been designated as Confidential Information. The Register shall, at a minimum, indicate the identity of the designating party, the legal basis and justification for the designation, the applicable category of the confidentiality as set out in regulation 89, paragraph 2, and the date of designation and the applicable expiration date of the review period. The Secretary-General shall use the Confidential Information Register to inform periodic reviews of confidentiality status in accordance with the applicable Standards and to support reporting to the Council.]**](GER, ITA, CRI, KOR keep)(RUS res)**

[4. The Secretary-General and staff of the Authority shall not disclose or use, even after the termination of their functions with the Authority, any industrial secret, proprietary data which are transferred to the Authority in accordance with article 14 of Annex III to the Convention or any other Confidential Information coming to their knowledge by

reason of their employment with the Authority.] **(SPA keep)**

[Alt. to 3 and 4. **The Secretary-General, staff of the Authority and members of its constituent (ITA)** [O]organs of the Authority shall protect the confidentiality of Confidential Information submitted to them pursuant to these Regulations or an Exploitation Contract issued under these Regulations. Members of organs of the Authority and staff of the Authority shall not disclose or use, even after the termination of their functions with the Authority, any industrial secret, proprietary data which are transferred to the Authority in accordance with article 14 of Annex III to the Convention or any other Confidential Information coming to their knowledge by reason of their employment with [or duties with] the Authority.](**RUS, ITA keep**)

5. Taking into account the responsibility and liability of the Authority pursuant to article 22 of Annex III to the Convention, the Authority may take such action as may be appropriate against [[any person]] **(ITA del) any member of its constituent organs (ITA)** who, by reason of his or her duties for the Authority, has access to any Confidential Information and who breaches any of the obligations relating to confidentiality contained in the rules, regulations and procedures of the Authority.

6. In the case of any breach of obligations relating to Confidential Information held by the Authority, the Authority, upon becoming aware of the breach, shall notify the relevant Contractor and Sponsoring State or States. [Any cases of breach of obligations relating to Confidential Information held by the Authority, shall be referred to the **[**Compliance Committee**] (RUS del) Council (RUS)**.](**GER keep**)

Comments

- During the second part of the thirtieth session, a delegation requested that para 2 be placed in brackets and sought clarification as to whom the para refers.
- Some delegations suggested that paras 3 and 4 could be streamlined and merged into a single para and submitted language to this effect. This proposal does not cover para 3 bis, which was introduced during the second part of the thirtieth session and, if agreed upon, would remain as para 3 bis even if the alternative version of para 3 is retained.
- In both versions of para 3, it was questioned whether explicit mention should be made to the Compliance Committee, or if it can be considered covered by the phrase "*organs [or subsidiary organs] of the Authority*". **Action: the Council is invited to consider this matter.**
- **Action: the Council is also invited to agree on whether new para 3 bis should be retained.**
- In para 5, some delegations suggested that the reference to "*any person*" could be clarified.
- An addition was proposed to para 6. **Action: the Council is invited to agree on the retention or the deletion of this addition. If the addition is retained, the Council is further invited to consider whether it should also apply in cases where the breach of confidentiality comes from the Compliance Committee or one of its members.**

Regulation 91

Data and (ITA keep) Information to be submitted upon expiration or termination of an Exploitation Contract

1. Upon expiration of an Exploitation Contract; or if an application for extension is refused after the original expiration date, upon the date of the refusal; or if an Exploitation Contract is terminated before its expiration date, upon the date of the termination [Upon expiration of an Exploitation Contract, or upon termination of an Exploitation Contract as per regulation 18ter,] the Contractor shall transfer to the Authority. [to the extent feasible] within 180 Days from the date of the expiration of the Exploitation Ceontract, the date of the refusal of an application for extension, or date the termination of the contract, all data and information that are required for the effective exercise of the powers and functions of the Authority in respect of the Contract Area, in accordance with the provisions of this regulation and the applicable Standard, and taking into account Guidelines. [[This includes, but is not limited to, the provision of geological data, eEnvironmental Impact Statements data, [the transmission of the samples kept in accordance with regulation 39, paragraph 3 to storage in accordance with the applicable Standard], **excluding biological samples (GBR)** and records of any Incidents or breaches of the Contractor's obligations that occurred during the Contract Period.]]**(ITA res)**

[1. Alt. Upon the expiration, termination or refusal to renew an Exploitation Contract, the Contractor shall, within 180 Days of such event, transfer to the Authority all data and information [necessary] **(ZAF-AFR del) required** (**ZAF-AFR**) for the Authority to carry out its powers and functions with respect to the Contract Area in accordance with these Regulations and applicable Standards and taking into account the Guidelines. This shall include [at a minimum] (**GBR del) not limited to (GBR**) geological data, [Environmental Impact Statements] / [environmental data], [[samples collected and retained pursuant to regulation 89, paragraph 3]]**(RUS del**) and records of any incidents and breaches of the Contractor's obligations during the Contract period.](**CHI, ZAF-AFR, RUS keep**)

1 Alt 2. Upon the expiration, termination or refusal to renew an Exploitation Contract, the Contractor shall within 180 Days of such event transger to the Authority all data and info required under these Regulations and applicable Standards, for the effective exercise of Authority powers and functions in respect of the contracted area. This shall include at a minimum geological and environmental data, samples collected and retained pursuant to these regulations, and records of any incidents and breaches of the Contractor's obligations during the Contract period. (ZAF-AFR)

1. bis Any Confidential Data transmitted pursuant to paragraph 1 shall continue to be dealt with in accordance with regulations 89 (4) (5) and 90.

[[1. ter The information and data submitted by the Contractor in accordance with paragraph 1 shall be accompanied by a report providing a summary of the exploitation activities[, including on the Contractor's compliance with its obligations and any Incidents]]].**(ITA res)(RUS proposes to move 1.ter to Reg 39 or make it para 1 of this Reg)**

[2. Upon termination or expiration of an Exploitation Contract, the Contractor and the Secretary-General [shall] / [may] consult together [and,] in accordance with the provisions of this regulation and the applicable Standards and taking into account the Guidelines, [the Secretary-General shall] / [to] specify the data and information to be submitted to the Authority.](**CHI, SPA, CRI del**)

[2. Alt. Upon termination or expiration of an Exploitation Contract, the Secretary-General, [Alt. 1 in consultation with] [Alt.2 [shall]**(CHI keep)** / [may] consult] the Commission [[and the Contractor]]**(GBR del)**, in accordance with ~~the provisions of~~ this regulation and the applicable Standards and taking into account the Guidelines, [and] shall specify the data and information to be submitted to the Authority.] **(CHI, SPA, CRI keep)**

2 Alt 2 Upon termination or expiration of an Exploitation Contract the Secretary-General shall consult with the Commission and the Contractor in accordance with the regulation and the applicable Standards and taking into account the Guidelines to specify the data and information to be submitted to the Authority. (ZAF-AFR, RUS)

Comments

- Some delegations suggested streamlining para 1, and an alternative version was provided during the second part of the thirtieth session. In both versions, some delegations suggested replacing the reference to EISs with a more general one to "*environmental data*". **Action: the Council is invited to consider which alternative should be retained, as well as the reference to the EIS / environmental data.**
- Always in para 1, some delegations requested placing references to samples between brackets, questioning whether this term includes reference to biological samples.
- A clarification was also requested on the meaning of "*date of termination*", as it was highlighted that it might refer both to the date of the decision to terminate the Contract and to the date when the termination becomes effective.
- A delegation questioned whether para 1 ter is correctly placed in this regulation and requested keeping it in brackets. The final reference to compliance and Incidents was suggested deleted, since information on those matters is currently already included in the Seabed Mining Register.
- In para 2, some delegations questioned whether consultation between the Secretary-General and the Contractor conflicts with the content of para 1. As other delegations suggested that such consultation should involve the LTC, an alternative version of para 2 has been proposed by the Secretariat While a proposal was made to include a reference to the Data Committee, the reference has not been included in light of the objections raised by other delegations to the creation of such organ. **Action: the Council is invited to discuss which version of this para should be retained and which organs should be involved.**
- During the second part of the thirtieth session, it was suggested to include a paragraph on the consequences of failure to submit data and information, but no specific language was provided to this effect. **Action: the Council is invited to address this matter and in case provide suitable language.**

Regulation 92

Seabed Mining Register

1. The Secretary-General shall establish, maintain and publish a Seabed Mining Register in accordance with the applicable Standards and taking into account the Guidelines.

1. bis The Seabed Mining Register shall contain the following information except to the extent it is Confidential Information in accordance with regulations 89(4) and 90(1) which shall be redacted:

[(a) the names of the Contractor [and the names] and addresses including contact number and email of their Designated Representatives;]

(b) copy of original application for approval of Plan of Work and the accompanying documents submitted by each Contractor in accordance with Regulation 7 [as well as revisions to any such documents, comments received pursuant to Regulation 11, responses to Stakeholder consultation, reports and recommendations of the Commission, and the decision of the Council on the approval of the Plan of Work], [[including any modifications to any documents of the original application, [comments and responses of Stakeholder's consultation,] report and recommendation of the Commission, and decision of the Council on the approval of Plan of Work;]]

(c) [copy of the Exploitation Contract signed by the Authority and each Contractor containing its schedules in accordance with Regulation 17 including approved Plan of Work, the geographical extent of Contract Areas and Mining Areas and the category of Resources;] [A copy of each Exploitation Contract including its Schedules in accordance with Regulation 17;]

(d) any encumbrances regarding the Exploitation Contract made in accordance with Regulation 22 and Instruments of Transfer or Assignment in accordance with regulation 23;

(e) [Feasibility Study, consultation report on Feasibility Study and revision [revised] of Plan of Work, if any prior to Commercial Production in accordance with Regulation 25] [Any Feasibility Study and related documents prepared in accordance with Regulation 25], and details of Environmental Performance Guarantee lodged pursuant to regulation 26, [and date of commencement of Commercial Production] [and information about the actual date of commencement of Commercial Production, if applicable];

(f) copy of each annual report submitted by each Contractor in accordance with regulation 38 including details of any Incidents and Notifiable Events, summary of [discharges] [Mining Discharges], [and a summary of any action taken by a Contractor, Sponsoring State and the Authority in inspection and compliance matters] [and action taken in inspection and compliance matters];

(g) [copies of each Contractor's documents validating, the Environmental Performance Guarantee;] lodged pursuant to regulation 26 with information about it details;

(h) all payments made by Contractor to the Authority under these Regulations and copies of royalty returns submitted in accordance with Regulation 71;

(i) Beneficial Ownership Registry and Financial Incentives Registry pursuant to Regulation 63;

(j) [any modifications to the approved Plan of Work and its periodic review report including recommendations of the Commission and decision of the Council for each Contract pursuant to regulations 57 and 58] [Any modification to a Plan of Work pursuant to Regulation 57 and the findings and recommendations resulting from a Review of a Plan of Work pursuant to Regulation 58];

(j)Alt [the Commission's recommendations and reports and the Council's decisions regarding proposed modifications of a Plan of Work pursuant to regulation 57, [and the findings and recommendations resulting from any review of a Plan of Work pursuant to regulation 58];

(k) copy of each recommendation by the Commission and Council decision to extend, suspend or terminate of an Exploitation Contract;

(l) copy of Closure Plan and its updates including the [Final Closure Plan], and implementation report of [Final] Closure Plan for each Contract Area;

[(p) copies of all reports and recommendations of the Commission and decisions of the Council and notices issued by the Secretary General relating to each Contract Area, before, during or after application for a Plan of Work and throughout the term of the Exploitation Contract; and]

(q) any other document, information and other details as may be directed by the Council from time to time.

2. The Seabed Mining Register shall be publicly available [accessible] [online] on the Authority's website.

3. The Secretary-General shall publish any information of a type listed in paragraph (1) in the Seabed Mining Register within seven days of receipt, unless prevented from doing so for good cause, in which case publication shall occur as soon as reasonably practicable.

Rev.3 – Group submission (Friends of the President Group on Seabed Mining Register)

- The current wording of draft regulation 92 is the outcome of intersessional work provided by the Friends of the President's group on Seabed Mining Register, led by India.
- Reference is also made to the groups reporting.

Rev.3. – Group submission (Friends of the President Group on Modification of a Plan of Work)

- The text of draft regulation (1bis)(j)Alt. is the result of work provided by the FoP on Modification of a Plan of Work. Reference is also made to the groups reporting.

Regulation 92 bis

Publication of environmental data and information

The Secretary General shall annually publish all environmental data and information relating to a Contract Area [including]/[as well as environmental data and information obtained [adjacent to][~~outside~~] the Contract Area], but in connection with the activities in the Contract Area [and/or as part of the Regional Environmental Management Plan] whether received ~~collected~~ before, during or after application for a Plan of Work, or during the term of the Exploitation Contract.~~,~~ The data and information, including any revisions to that data or information, on a central data repository that is publicly available ~~accessible~~ via the Authority's website [as soon as practicable]/[according to the timeline proposed in the applicable standard], and in accordance with the Rules, regulations and Procedures of the Authority, applicable Standards and taking into account the Guidelines. Any new environmental data and information shall be published on the central data repository at regular intervals defined in the applicable Standard.

Alt. The Secretary General shall ensure that all environmental data and information outside the Contract Area, but in connection with the activities within the Contract Area, are published on a central data repository that is publicly accessible via the Authority's website. This shall include environmental data and information collected before, during, and after the submission of a Plan of Work during the term of the Exploitation Contract and throughout the post closure monitoring period. New or revised environmental data or information shall be published within 30 Days of their receipt by the Authority or in accordance with defined intervals set out in the applicable standard and taking account into the Guidelines. Publications shall be carried out in accordance with the rules, regulations and procedures of the Authority and relevant data transparency requirements.

Comments

- A Regional Group has submitted an alternative proposal for this regulation. **Action: The Council is invited to determine the basis on which negotiations should continue.**
- Further discussion may be required regarding the storage and management of data under the Authority's data management strategy. In this context, the term "*environmental data*" should also be clarified.
- It has been suggested that this DR should refer to post-closure monitoring. It should be recalled that Closure already includes post-closure monitoring and that this is part of the Exploitation Contract. Accordingly, it may not be necessary to state it expressly.
- A delegation has highlighted that geological and geochemical data are specific categories of environmental data, and that their publication during Exploitation may have a significant impact on the Contractor's interests. It is proposed that such data be protected, with disclosure and access prohibited during the term of the Exploitation Contract and for a specified period following its termination. This proposal should be further considered.

Part X

General procedures, Standards and Guidelines

Regulation 93

Notice and general procedures

1. [This regulation shall apply to all Communications by and with the Authority].

2~~3~~. ~~[~~All~~]~~ Communication must be made ~~[~~in writing and transmitted ~~served]:~~

~~(a) B~~by hand, fax, registered mail or email containing an authorized electronic signature.~~; and~~

2. bis ~~(b) To~~All Communication to the Secretary-General shall be transmitted to them at the headquarters of the Authority.

2. ter All Communication ~~or~~ to the Designated Representative ~~at~~ shall be transmitted to the address stated on the Seabed Mining Register. ~~, as the case may be.~~

3~~4~~. The requirement to provide any information in writing under these Regulations is satisfied by the provision of the information in an electronic document containing a digital signature.

4~~5~~. Delivery by hand is deemed to be effective when made, ~~[~~if a receipt is provided~~]~~. Delivery by fax is deemed to be effective when the "transmit confirmation report" confirming the transmission to the recipient's published fax number is received by the transmitter. Delivery by registered mail is deemed to be effective 21 Days after posting. Delivery by email is deemed to be effective when the email enters an information system designated or used by the addressee for the purpose of receiving documents of the type sent and is capable of being retrieved and processed by the addressee.

5~~6~~. Notice to the Designated Representative of the A~~a~~pplicant or Contractor constitutes effective notice to the A~~a~~pplicant or Contractor for all purposes under these Regulations, and the Designated Representative is the agent of the A~~a~~pplicant or Contractor for the service of process or notification in any proceeding of any court or tribunal having jurisdiction.

6~~7~~. Notice to the Secretary-General constitutes effective notice to the Authority for all purposes under these Regulations, and the Secretary-General is the Authority's agent for the service of process or notification in any proceeding of any court or tribunal having jurisdiction.

Regulation 93~~ter.alt~~bis

Consultation with Coastal States

1. Prior to preparing [the documents referred to in Regulation 7] [the Plan of Work], the Applicant or the Enterprise shall request the Secretary-General to, within 7 days:

(a) Notify the coastal States across whose jurisdiction resource deposits related to the proposed activity may lie of the Applicant's intention to apply for a Plan of Work.

(b) Inform all [Member] States for the purpose of paragraph 4(b) of Regulation 4[of the Applicant's intention to apply for a Plan of Work

2. Within [60][90] days of receiving the Secretary-General's notification in paragraph l, any coastal State falling within paragraph 4(b) of Regulation 4 may inform the Applicant or the Enterprise in writing that it wishes to participate in the Applicant's or Enterprise's consultations with coastal States. A Coastal State writing to the Applicant or the Enterprise pursuant to this paragraph shall also include supporting reasons, as well as scientific data and assessments or other relevant data and information, where available, in support of its view that the activities of the applicant or contractor as well as the Enterprise are likely to cause adverse potential effects to its rights and interests under the Convention

3. Applicants, Contractors, as well as the Enterprise, shall invite the coastal States referred to in paragraph 1(a) above, as well as any other coastal States which have written to the Applicant pursuant to paragraph 2 above, to submit written comments including on the following draft documents, taking into account Regulation 89 on confidentiality of information:

(a)Scoping reporting;

(b) Environmental Impact Assessment;

(c) Environmental Impact Statement;

(d) Environmental Management and Monitoring Plans;

(e) Performance of Assessment of the Environmental Management and Monitoring Plans; and

(f) Closure Plans.

(g)Any Material Change to the Plan of Work

4. [Where appropriate, the Secretariat, [Contractor, Sponsoring State and/or other States or relevant bodies] should provide [technical, financial and advisory] support to developing States, including small island developing States, upon request, to identify potential effects of the planned activity on Marine areas and their resources under their jurisdiction.]

5. Potentially affected coastal States may**, during the consultation process** submit to the Authority scientific data and assessments or other relevant data and information on potential effects likely to be caused by the activities of the applicant or contractor as well as the Enterprise and may request modifications to mining plans if risks are identified.

6. The Applicant, the Contractor, as well as the Enterprise shall consider the contributions received from coastal States during this consultation period and, as appropriate, revise the proposal accordingly or respond to substantive contributions not reflected in the revised proposal.

7. Where the planned activity may result in the exploitation of resources lying within the national jurisdiction of a coastal State, the prior consent of the coastal State must be obtained in writing before the Applicant [or the Enterprise] submits its application for a Plan of Work.

8. Coastal States will indicate a focal point to facilitate consultations.

Rev.3 – Groups submission (Informal Working Group on Rights and Interests of Coastal States)

- The text of draft regulation 4 set out above is based on a textual proposal submitted by the Informal Working Group on Rights and Interests of Coastal States on 15 June 2026, reflecting discussions conducted during the first part of the thirty-first session of the Council and the intersessional period thereafter.
- Reference is also made to the report of that group.

Regulation 93 ~~bis~~ter

State and Stakeholder Consultation [by an Applicant or Contractor]

1. Consultation with States and Stakeholders shall be inclusive and transparent and, be conducted in a timely manner ~~[and in accordance with regulation 93 ter]~~.

~~[~~1 bis Where these Regulations require consultation with States and Stakeholders by ~~[the Secretary General,]~~ an A~~a~~pplicant, or a Contractor, consultation shall be conducted in accordance with this regulation, applicable Standards, and taking into account the Guidelines.~~]~~

[2. The A~~a~~pplicant or Contractor shall provide the Secretary General with a list of [relevant] Stakeholders ~~[and States within the scope of regulation 93 ter]~~.]

[2. Alt. The Applicant or Contractor shall identify a list of [relevant] Stakeholders and States, ~~including States within the scope of regulation 93 ter.~~]

~~[3. At least 2 weeks before the consultation begins, the Secretary General shall correspond directly with all States and [relevant] Stakeholders advising that the consultation will occur and shall publish such advice on the Authority's website.]~~

4. The ~~[Secretary General]~~ [Applicant or Contractor] shall determine the consultation period for each consultation, which shall begin on the date of the publication of a notice of consultation and ~~[may]~~/[shall] not be less than 90 Days.

5. The Secretary General shall prepare a notice of consultation. The notice of consultation shall invite ~~[States and Stakeholders]~~ [Member States and Observers] to make submissions to the consultation, describe the matters on which submissions are sought, include the documentation that is the subject of consultation and other relevant information, and specify the final date for submissions. ~~[The applicant or Contractor shall provide the Secretary General with all information and documentation required to prepare a notice of consultation.]~~

6. The Secretary General shall publish the notice of consultation on the Authority's website ~~and send written notice of consultation to States and Stakeholders~~.

7. During the consultation period, the A~~a~~pplicant or Contractor shall ~~[endeavour to]~~ conduct engagement with States and ~~[potentially directly affected and interested]~~ Stakeholders and in accordance with ~~[regulation 93 ter]~~ applicable Standards, and taking into account the Guidelines. The Secretary General may~~, [in consultation with the relevant applicant or Contractor,]~~ direct the A~~a~~pplicant or Contractor to conduct

such [engagement, including through] meetings, workshops and engagement~~ [or facilitate such meetings, workshops and other forms of engagement]~~.

[7. bis The A~~a~~pplicant or Contractor shall organize at least one public meeting during the consultation period [Alt. 1 to allow ~~s~~Stakeholders to ask questions and express their concerns [or support] directly] [Alt. 2 to address the concerns raised by the Stakeholders and prepare a detailed report of public meeting highlighting the concerns raised and responses submitted for consultation within 1 month].]

~~8. The Secretary-General shall receive all submissions [and transmit all submissions to the applicant or Contractor.]~~

9. The A~~a~~pplicant or Contractor shall consider the submissions received and ~~[~~may~~]~~ ~~[shall]~~ revise the documentation that was the subject of consultation. The A~~a~~pplicant or Contractor shall prepare a written response to consultation that collates and responds to the ~~[~~substantive~~]~~ comments expressed in submissions and includes an explanation of any revisions to the document and how those revisions respond to ~~[~~substantive~~]~~ comments expressed in the submissions.

[9 bis Activities in the Area shall be carried out with reasonable regard for other activities in the Marine Environment. To this end, meaningful consultations in good faith shall be maintained with States undertaking activities within the area covered by the Plan of Work, with a view to reaching an agreement on practical measures to reasonably accommodate such activities.]

10. The Secretary-General shall maintain a permanent public record of the notice of each consultation conducted under this regulation, all submissions, and the written response to consultation, by publishing the notice, submissions and response on the Authority's website (except for Confidential Information which shall be redacted from documents before publication). The Secretary-General shall ensure that such consultation records relating to a specific Exploitation Contract are included in, or are accessible from, the relevant entry in the Seabed Mining Register, in accordance with regulation 92.

10. bis The results of each consultation shall be summarized in a public report, including an analysis of the key points raised by Stakeholders and how these key points were addressed.

Comments

- During the second part of the thirtieth session, delegations still disagreed on the exact scope of this DR. Since the majority of delegations suggested that it should only relate to consultation by an Applicant or Contractor, this preference has been reflected in the text. Accordingly, references to the Secretary-General have been placed in brackets and suggested deleted.
- A proposal for a para 2 Alt. has been made, which is now included in the text. In both versions, the word "*relevant*" was added, as some delegations suggested that it might be practically impossible for the Applicant or Contractor to identify all Stakeholders. **The Council is invited to agree** on the preferred version and express a preference on the word "*relevant*".
- In para 5, it was suggested that the Secretary-General should only circulate information among ISA members and observers. Based on this proposal,

the last sentence of the para becomes inapplicable, since the Secretary-General already has the list of members and observers.

- As there was no agreement on the deletion of para 7 bis, the latter has been retained with an additional proposal received during the first part of the thirtieth session.

Comment on placement

Former DR 93 ter has been deleted, since it has now been placed as new DR 93 bis. Former DR 93 quat. and 93 quin. have been incorporated respectively in new DR 93 bis and 4 bis proposed by the IWG on rights and interests of Coastal States. The original versions have therefore been deleted.

Regulation 94

Adoption of Standards

1. The Commission shall, taking into account [the expertise of competent independent experts, Stakeholders as well as] existing internationally accepted standards, make recommendations to the Council on the adoption and revision of Standards relating to Exploitation activities in the Area, including S~~s~~tandards relating to, inter alia:

(a) o~~O~~perational safety;

(a)~~.~~ bis t~~The~~ effective protection of human health and safety, and labour matters;

(b) t~~T~~he conservation and Exploitation of the Resources; ~~and~~

[(c) t~~T~~he Protection of the Marine Environment, including [~~standards or requirements relating to~~] the Environmental Impacts and Environmental Effects ~~[and impacts]~~ of Exploitation activities~~.~~;] [, as referred to in article 145 of the Convention, inter alia on the following subject matter: ~~.~~

(d) baseline environmental studies;

(e) environmental quality objectives;

(f) resource and region specific [if applicable] geological, physical, chemical and biological indicators and associated quantitative threshold values, including but not limited to;

(i) Toxicity

(ii) Turbidity and settling of resuspended sediments

(iii) Underwater noise

(iv) Light pollution

(v) Habitat loss

(vi) Greenhouse gas emissions

(vii) biodiversity status and ecosystem structures, functions and services

(g) monitoring procedures;

(h) Mitigation Measures [including Restoration measures] [if possible.]

(i) minimum technical requirements for environmental protection with regard to all the equipment, operational procedures and processes taking place onboard the vessel used for the Exploitation activities, including criteria for the assessment methodology to be used.

(j) procedure for the management and assessment of accidents and natural hazards leading to environmental emergencies as well as environmentally hazardous discharges and residual effects of such emergencies, including preparation and implementation of Emergency Response and Contingency Plans and.

(k) procedural and substantive requirements relating to submissions or reports required by these Regulations, including but not limited to: Plans of Work, Environmental Management Systems, Environmental Impact Assessments, Environmental Impact Statements, Environmental Management and Monitoring Plans and Closure Plans.

1. bis Standards shall describe [and determine] how the Authority and Contractors shall implement these Regulations, and shall aim for:

(a) a uniform and non-discriminatory operating environment for all Contractors;

(b) a consistent approach by all parties to reduce Environmental Impacts, [Alt. 1 All impacts and effects] [Alt. 2 impacts and environmental, cultural, and socioeconomic effects] and human health and safety risks to as low as reasonably practicable; and

(c) an outcomes-based approach to regulation [where feasible], which prescribes rigorous environmental outcomes while affording flexibility for the processes by which these outcomes are achieved to enable continuous improvement, particularly as technology advances.

2. The Council shall consider [and provisionally adopt], upon the recommendation of the Commission and taking into account [comments] submitted by Stakeholders during a public consultation, the Standards, [including whether] ensuring that such Standards are consistent with the intent and purpose of the rules, regulations and procedures of the Authority, including the decisions of the Council and the Assembly and, to the extent relevant, developed on the basis of Best Available Scientific Evidence, Best Environmental Practices, Best Available Techniques, and Good Industry Practice. If the Council does not provisionally [adopt] such Standards, the Council shall return the Standards to the Commission for reconsideration in the light of the views expressed by the Council. The Standards provisionally [adopted] by the Council shall remain effective on a provisional basis until approved by the Assembly or until amended by the Council in the light of any views expressed by the Assembly.

2. Alt. The Council shall, upon the recommendation of the Commission and taking into account comments submitted by Stakeholders through a public consultation process, consider and provisionally adopt the proposed Standards. In doing so, the Council shall address whether the proposed Standards are consistent with the purpose and Authority's rules, regulations and procedures, including decisions of the Council and Assembly. The Council shall also ensure that to the extent relevant, developed on the basis of Best Available Scientific Evidence, Best Environmental Practices, Best Available Techniques, and Good Industry Practice. If the Council does not provisionally adopt the proposed Standards, it shall return to the Commission for reconsideration along with the statement of the reasons for non-adoption taking into account any views expressed

during deliberations. The Standards provisionally adopted by the Council shall remain in effect unless and until they are approved, amended, or rejected by the Assembly. Any views expressed by the Assembly shall be considered by the Council which may amend the Standards accordingly.

2. bis The Assembly shall consider the provisionally adopted Standards at its next Session and may approve, amend, or reject them by Decision.

[3. The Standards contemplated in paragraph 1 above [shall] include both qualitative and quantitative S~~s~~tandards, if applicable, and must include [~~all the~~][relevant] methods, processes and technology required to implement the Standards.]

4. Standards or amendments thereto provisionally adopted by the Council shall be legally binding on Contractors, ~~member~~ Sponsoring States and the Authority from the date of their adoption and the Commission shall review these Standards at least every [five] years from the date of their adoption or revision [or when needed] and advise the Council.~~, [in the light of improved knowledge or technology [and new contributions from Indigenous Peoples and local communities], as to whether any revision is required].~~

4. bis Standards adopted or revised may incorporate an appropriate transition period for implementation by existing Contractors.

[4.ter For the avoidance of doubt, compliance with Standards is a fundamental term of the Exploitation Contract, for the purposes of regulation 103.]

4. ter. Alt. Where there are instances of Contractor non-compliance with the Standards, regulation 103 shall apply.

5. In the event of any conflict between the provisions of these Regulations and the provisions of a Standard, these Regulations shall prevail. The [Council] should be notified of the conflict [and shall provide additional guidance as necessary].

Comments

- It has been proposed to prepare an annex concerning the use, need and selection process for experts at different points in decision-making. In this regard, it has been suggested that "*competent independent expert*" could be defined in the Schedule as a person identified in accordance with the annex, and this would avoid references to the annex in these Regulations. Another possibility could also be to elaborate the content in a policy document. **Action: The Council is invited to consider these options.**
- It should be noted that Art. 38 of the BBNJ Agreement provides that the Scientific and Technical Body (CoP) shall develop Standards or Guidelines related to EIAs for consideration and adoption by the CoP. Parties are required to promote the adoption and implementation of those Standards or Guidelines in relevant international frameworks and bodies of which they are members (Art.29 (1) of the BBNJ Agreement). As such. the BBNJ standards or guidelines might be considered as one source of the "*existing internationally accepted standards*" referred to in this para.

- Subparas 1(d)-(k) are an insertion from DR 45(2)(a)-(h) concerning the environmental Standards, which has been proposed placed here by several delegations.
- Para 2 Alt. and para 2 bis are new proposals from a Regional Group.

Regulation 95

Issuance of Guidelines

1. The Commission [or other subsidiary organs of the Authority], shall, from time to time, [where appropriate or upon request by the Council,] develop Guidelines of a technical nature, in order to assist in the implementation of these Regulations, taking into account the views of Stakeholders.

[1. bis The Secretary-General shall, from time to time, develop Guidelines of an administrative nature, in order to assist in the implementation of these Regulations, taking into account instructions from the Council and the views of the Commission or other subsidiary organs of the Authority as well as other Stakeholders.]

2. The full text of Guidelines [or any revisions thereto] shall be reported to the Council [immediately] for its consideration and approval. Should the Council find that a Guideline is inconsistent with the intent and purpose of the rules, regulations and procedures of the Authority, it may direct that the Guideline be modified. [by the Commission] [or withdrawn]. The Council shall consider the draft Guidelines at its next session and may approve, amend, request modification, or reject them by Decision.

3. The Commission or other subsidiary organ of the Authority, in the case of technical Guidelines, and the Secretary-General, in the case of administrative Guidelines shall keep under review such Guidelines. which shall be reconsidered, and revised subject to Council approval as needed, at least every five years from the date of their adoption or revision, and in the light of improved knowledge or information. [At least every five years from the date of their adoption or revision, the Council shall consider each Guideline, including any recommendations for amendment, in the light of improved knowledge or information, and may approve, amend, request modifications, or reject them by Decision.]

[4. [Notwithstanding the non-binding and recommendatory nature of Guidelines, Contractors are expected to observe all Guidelines issued by the Authority to the furthest extent possible. [The CouncilCommission/Compliance Committee may request Contractors to explain any divergence from the Guidelines].]

Comments

- It has been proposed to retain the reference to subsidiary bodies in para 1, as Guidelines potentially will have to be developed by other subsidiary bodies of the Authority, such as the Finance Committee or the Compliance Committee.
- It must be further considered how Stakeholders are consulted. It is suggested that a small drafting group provides input hereto.

- There are divergent views as to the reference to "*immediately*" in para 2. It is suggested that the text of the Guidelines should be reported in sufficient time before the next meeting of the Council. Also, there are divergent views as to the reference to the LTC in the final sentence of para 2 and "*or withdrawn*". A proposal has been inserted to create clarity on the process and clarify that it will be for the LTC to modify a Guideline and then for the Council to consider that modified Guideline.

Part XI

Inspection, compliance, and enforcement

Comments

- Significant work has been provided by the IWG on ICE and the FoP group on Non-Compliance Notice. Part XI has therefore been significantly amended and modified.
- Reference is in particular made to the new proposals on DR 102 and DR 103. Furthermore, reference is made to the Draft Council Decision on the establishment of a Compliance Committee (ISBA/31/C/CRP.3) and the Draft Rules of Procedure and Draft Compliance Strategy for the Compliance Committee.
- Other DRs under this Part have been modified to be aligned with the substantial modifications set out in DRs 102 (now 95bis) and 103 (now spread between four different DRs).
- Terminology regarding the Compliance Committee is yet to be confirmed by delegations.

Section 1

General

Regulation 95 bis

Compliance Committee

1. The Compliance Committee shall assist the Council in carrying out its ~~functions and~~ responsibility to exercise control over activities in the Area for the purpose of securing compliance, as provided for under Part XI of the Convention and the Agreement and the rules, regulations and procedures of the Authority. [The Compliance Committee shall exercise its functions in accordance with the guidance and directives adopted ~~established~~ by the Council.]

2. [Without limiting the powers and functions conferred upon another organ of the Authority, the Compliance Committee shall assist the Council to ensure compliance with and enforcement of the rules, regulations and procedures of the Authority as well as the terms and conditions of Exploitation Contracts, through, inter alia:

(a) investigate allegations of possible instances of Contractor non-compliance;

~~(b) take action to secure compliance by Contractors with their Exploitation Contracts;~~

(c) examine complaints under regulation 101 and making any recommendations to the Council;

[(d) taken action to secure compliance by Contractors with their Exploitation Contracts and, where expressly mandated to do so by the rules, regulations and procedures of the Authority or by direction of the Council, take compliance and enforcement measures

directly; and make recommendations to the Council for the issue of emergency orders ~~and appropriate penalties in accordance with Section 3 of this Part~~, without prejudice to the competence of the Commission under article 165, paragraph 2 (k), of the Convention, and appropriate penalties in accordance with Section 3 of this part;] and

[(e) undertake in collaboration with the Secretary-General compliance promotion activities to promote understanding of and compliance with the rules, regulations and procedures of the Authority and Exploitation Contracts, including dissemination of best practice arising from inspection activities.]

3. Within 3 months of the end of the Calendar Year the Committee shall complete an annual [inspection,] compliance and enforcement report, together with a non-technical summary, and submit the report and summary to the Council for its consideration.

4. The report shall include details of any regulatory action taken by a Sponsoring State or States as ~~advised~~ communicated in writing to the Chief Inspector or Secretary-General [Council/Committee], any corrective action undertaken by a Contractor, and any recommendations as to any enforcement action to be taken by the Council to which regulation 100, paragraph 2 refers. [The report shall also include any findings and recommendations arising from inspections that may contribute to the development of Good Industry Practice, Best Environmental Practices, and Best Available Techniques.]

5. The Secretary-General shall make publicly available a copy of the Committee's report and summary on the Authority's website, with any Confidential Information redacted.

[6. The ~~[~~Chief Inspector of the Authority~~]~~ shall report to the Committee and be accountable to the ~~Committee~~ Council, ~~[,~~ without prejudice to the supervisory role of the Legal and Technical Commission under article 165 of the Convention~~]~~.]

[7. The ~~[Council]~~[Committee] shall develop ~~and implement~~ a public complaints procedure to facilitate reporting to the Authority by any person or entity of any concerns about activities in the Area, and shall submit such procedure to the Council for approval.]

Rev.3 – Group submission (Informal Working Group on Inspection, Compliance and Enforcement)

- The text of draft regulation 95bis set out above is based on a textual proposal submitted by the Informal Working Group on Inspection, Compliance and Enforcement on 5 June 2026, reflecting discussions conducted during the first part of the thirty-first session of the Council and the intersessional online meeting of 19 May 2026.
- Reference is also made to the report of that group and the accompanying Draft Council Decision on the establishment of a Compliance Committee (ISBA/31/C/CRP.8).

Regulation 95 ter

Public Complaint

The [Council]/[Compliance Committee] shall develop and implement public complaints procedure to facilitate reporting to the Authority by any person or entity of any concerns about the activities in the Area.

Comment

In light of DR 3 and the need for transparency and accountability in the administration of the Resources of the Area, a delegation has proposed a new DR facilitating public complaints in respect of activities carried in the Area. **Action: The Council is invited to discuss whether this DR should be kept here or parked as a subpara of DR95bis(2) in the event the responsible organ is the Compliance Committee**.

Section 2~~1~~

Inspections

Regulation 96

The [inspection] (ZAF-AFR keep) / [[compliance]] (RUS keep) (ZAF-AFR del) mechanism

[~~1. [The [Council] shall establish a Compliance Committee, [within the Commission], pursuant to Regulation [102]. [The Compliance Committee shall oversee the Authority's inspection, compliance and enforcement function pursuant to these Regulations, and shall approve and keep updated the Authority's Compliance Strategy.~~]]

1~~2~~. The [[Secretary-General]] **(ZAF-AFR del)**/[[Compliance Committee]] **(GER, FRA, BGD, FJI keep)] (RUS, ZAF-AFR del)**/[Council] **(RUS, SPA, JPN, ARG, IND, GBR, MEX, ZAF-AFR keep)** shall appoint an officer with suitable qualifications to be Chief Inspector [on the basis of the recommendation of the Compliance Committee] **(RUS, SPA, GBR, IND, CHI, CHN, BGD, MEX, FJI, ZAF-AFR keep)(JPN res)**. The ~~[~~Chief Inspector~~]/[Inspector]~~ shall ~~[~~report to the Compliance Committee and shall~~]~~ undertake the day-to-day management and administration of a Roster of Inspectors and inspection programme [in accordance with the Authority's [Compliance Strategy] **(JPN res)] (SPA del)**.

2~~3~~. The Council shall, on the basis of the recommendations of the ~~[~~[[Commission~~]]~~] **(RUS, ZAF-AFR del)(JPN, FRA, CHN, SPA keep)** / [Compliance Committee] **(RUS, GER, ZAF-AFR keep)**, approve and maintain a code of conduct for Inspectors **(NLD, ITL, BGD)** ~~[~~based on[[, among others]] **(RUS keep) (ZAF-AFR del)** [the principles of [independence, transparency, accountability,] **(RUS, SPA, JPN, ARG, IND, BGD, MEX, FJI keep)** [[integrity, impartiality,]] **(RUS, ZAF-AFR del)(SPA, ARG, IND, BGD, MEX, FJI keep)** [[gender equality,]] **(RUS, ARG, JPN, ZAF-AFR del)(SPA, CAN, IND, BGD, MEX, FJI keep)** [[[proportionality] **(GER res) ZAF-AFR del)**, [expertise, probity] **(JPN res) (ZAF del)**] and non-discrimination.]]] **(RUS, SPA, IND, BGD, MEX keep)] (AUS del) Integrity, Impartiality, Accountability, and Transparency (AUS)]**

2 Alt The Council shall, on the basis of the recommendations of the Compliance Committee, approve and maintain a code of conduct for Inspectors based on the principles of independence, transparency, accountability, proportionality, expertise, probity and non-discrimination. (ZAF on behalf of AFR)

Comments

- In light of the new DR 95bis, para 1 has been deleted, and it has been necessary to make some amendments to DR 96.
- A delegation has expressed reservation on the oversight of the Compliance Committee over inspection activities, which should be under the competence of the LTC, as per the Convention. This discussion and any further amendment are suggested handled under the Draft Council Decision.
- A proposal has been made to replace "*inspection*" with "*compliance*" in the title. **Action: the Council is invited to consider whether this change remains appropriate given that Section 2 is specifically entitled "*Inspections*"**.
- Several delegations supported appointment of the Chief Inspector by the Compliance Committee rather than by the Secretary-General, noting the function's technical nature and the Compliance Committee's principle of independence. In this regard, one delegation supported appointment of the Chief Inspector by the Secretary-General, emphasizing the position's permanence; and another delegation supported appointment by the Council, citing the Council's mandate regarding the ICE mechanism. Finally, a hybrid approach has also been suggested, whereby the Compliance Committee recommends a candidate to the Council. **Action: The Council is invited to decide on these options**.
- Under para 2, reservations were expressed regarding the term "*Compliance Strategy*," noting that it lacks a clear basis in the Regulations. – the same with Roster of Inspectors that is yet to be defined. In this regard, it is noteworthy the Draft Rules of Procedure and Draft Compliance Strategy for the Compliance Committee proposed by the IWG on ICE.
- As for the implementation of the Code of Conduct under para 3, broad support was expressed for inclusion of a Code of Conduct, with questions raised regarding the meaning and assessment of specific principles, including proportionality and honesty. Additional principles such as integrity and impartiality have been proposed. **Action: The Council is invited to discuss which principles should be retained, consolidated, or defined** (noting potential overlaps, e.g., impartiality within independence; probity within integrity), and how they should interact with existing principles.

Regulation 96 bis

Inspections

1. The Inspector decides upon the manner of execution of the inspections [in accordance with any applicable Standard and taking into account the Guidelines]. Inspections may

be carried out [announced, unannounced,] remotely, virtually or onsite [at a Contractor's ship, installation, or office premises], or a combination of these.

a) onsite at a Contractor's ship or installation,
b) remotely or virtually, or
c) a combination of these. [

[1. Alt. The Inspector shall determine the manner of execution of inspection which shall be carried out without notice either physically or virtually.]

1.bis is [For an announced inspection,] The In the event of an onsite inspection, the Chief Inspector shall give [adequate]/[reasonable] [written] notice, [which may vary] depending upon the chosen manner of [execution]/[inspection] pursuant to paragraph 1,] to a Contractor reasonably in advance of the inspection. to a Contractor [and Sponsoring State]. This notice shall contain:

(a) information about the manner of execution of the planned inspection;

(b) the projected time and duration of inspections;

(c) the number of the Inspector(s); and

(d) any activities that the Inspector(s) are to perform that are likely to require the availability of special equipment or special assistance from the personnel of the Contractor.

[2. [Where theThe Compliance Committee or the Chief Inspector [have reasonable grounds to consider the matter to be so urgent that reasonable [written] notice cannot be given,] the Compliance Committee or the Chief Inspector shallmay instruct an Inspector to conduct an [unannounced] / [impromptu] inspection, in which case, [notwithstanding paragraph 1. bis.,] / [and provide written notice to the Contractors as soon as practicable,] without prior notification to a .,], it will suffice to notify the Contractor [withoutimmediately prior notification,]to the inspection. The Inspector and the Contractor shall cooperate with a Contractor toeach other to ensure the safe conduct the inspection as soon as practically possible.] [In such cases, the Contractor shall be immediately informed of the inspection urgency and the scope to facilitate compliance and minimize disruption.]].]

[3. [2. Alt. Where the Chief Inspector has reasonable grounds to conduct an inspection, without given an adequate notice, the Chief Inspector shall direct an Inspector to conduct an [unscheduled]/[unannounced] inspection despite any contrary provisions on any of these Regulations and shall cooperate with a Contractor to conduct the inspection within a specified timeframe.]

[2. bisIn the event of a remote or virtual inspection, the Inspector may refrain from sending a prior [written] notice to the Contractor or Sponsoring State.]

[4. [The Inspector shall, upon request by any State Party or other party concerned, be accompanied by a representative of such [Sponsoring] State or other party concerned when carrying out the inspection.]]

5. In the event of an onsite inspection, the[3. Inspectors [may]/[shall], [in accordance with these Regulations,] inspect any relevant [areas], documents, items, or digital information [and [interview]/[question] any personnel] necessary to monitor a Contractor's compliance under its Exploitation Contract and the rules, regulations and procedures of the Authority which include inter alia, all recorded data and samples and

~~any ships or Installations used by the Contractor to carry out Exploitation activities and activities related to such Exploitation activities in the Area, including its log, equipment, records and facilities, as well as interview relevant personnel. [The Inspector shall have the authority to [reasonably] take copies or samples as needed for further analysis] [and shall not make public any information, categorised as confidential as recognised under regulation 89].]~~

~~4. The~~ Contractor shall cooperate with Inspectors and give full assistance to Inspectors in the performance of their duties, and shall:

(a) accept and facilitate the prompt and [safe boarding]/[embarkation] and disembarkation of ships and Installations used to carry out Exploitation activities and activities related to such activities in the Area by Inspectors;

(a) bis [to facilitate the conveyance of Inspectors and any individuals who have requested to participate in the inspection in accordance with regulation 96bis, paragraph 2bis,]Keep the Chief Inspector and Sponsoring State or States notified of proposed ship [and aircraft] schedules including support and supply vessels, and when feasible, inform the Chief Inspector before any ship commences its voyage to a Contractor's Contract Area to facilitate the conveyance of Inspectors and representatives of Sponsoring States, where appropriate and to keep the Chief Inspector informed if there is a change to proposed ship schedules due to operational, logistical or unforeseen circumstances;

~~(a) ter~~ (a) ter except in the event of an inspection pursuant to paragraph 2 above, within 7 Days of the Chief Inspector informing the Contractor that the Inspector(s) would like to conduct an [announced]/[scheduled] inspection of a Contractor's ship or Installation, the Contractor shall inform the Chief Inspector of the next date a ship will commence its voyage to the Contractor's Contract Area;

(b) cooperate with and assist in the inspection of any ships or Installations or equipment used to carry out Exploitation activities and activities related to such activities in the Area conducted pursuant to this regulation and comply with the requests of an Inspector;

(b) bis provide reasonable facilities, financed by the Contractor, including, [logistics for Inspectors necessary for their duties,] [where appropriate, ship voyage,] food and [suitable and secure] accommodation, to Inspectors [in compliance with the rules defined by the Code of Conduct defined by regulation 96, paragraph 3];

[(c) provide access [at all reasonable times] to all relevant areas, items, and personnel [engaged in activities relating to Exploitation activities in the Area, and to relevant areas, items and personnel on ships and Installations engaged in Exploitation activities in the Area; [or on ships and Installations engaged in carry out Exploitation activities related to such Exploitation activities in the Area at all reasonable times;]]

[(c)Alt. provide access [at all reasonable times] to all relevant areas, documents, items, and personnel, or digital information, as referred to in paragraph 3~~.]~~/[Regulation 98].]

[(d) provide access to relevant monitoring and surveillance systems and equipment, books, documents, papers and records [regardless of where they may be located] to determine compliance with terms and conditions of an Exploitation Contract and these Regulations;]

(e) answer fully and truthfully any questions put to them;

(f) accept the deployment of remote real-time monitoring and surveillance equipment and as required by the Council, the Compliance Committee, or the Chief Inspector;

(f) bis facilitate the activities of Inspectors to observe the Contractor's monitoring operations; and

(g) [facilitate the conveyance of Inspectors and any individuals who have requested to participate in the inspection in accordance with regulation 96bis, paragraph 2bis,] Not obstruct, intimidate or interfere with Inspectors in the performance of their duties, or representatives of Sponsoring States, State, or other party concerned who accompany these Inspectors.] [Contractors shall also establish and communicate internal procedures to ensure that all personnel are aware of and comply with inspection requirements.]

6. In the event of a remote or virtual inspection, the Contractor shall cooperate with the Inspectors and give full assistance to Inspectors in the performance of their duties, including by, depending on the manner of execution:

(a) providing access to its information technology systems;

(b) accepting a request to enter into video conferencing;

(c) ensuring that its activities can be examined through software;

(d) accepting requests to question personnel through video conferencing;

(e) providing digital access to all relevant areas, items, and personnel [engaged in activities relating to Exploitation activities in the Area, and to relevant areas, items and personnel on ships and Installations engaged in Exploitation activities in the Area; [or on ships and Installations engaged in carry out Exploitation activities related to such Exploitation activities in the Area;

(f) providing digital access to relevant monitoring and surveillance systems and equipment, books, documents, papers and records to determine compliance with terms and conditions of an Exploitation Contract and these Regulations; and

(g) answering fully and truthfully to any questions asked by the Inspectors.

6. bis Inspection pursuant to paragraph 6 shall be limited to the extent necessary for the purposes of the inspection and shall be carried out in accordance with the procedures established by the Council pursuant to Regulation 90, paragraph 1.

Rev.3 – Group submission (Joint proposal)

- The text of draft regulation 96bis set out above is based on a textual proposal submitted jointly by Japan and the Kingdom of the Netherlands on 15 June 2026, reflecting discussions conducted during the first part of the thirty-first session of the Council and the intersessional period thereafter.
- The proposal introduces a revised structure for the conduct of inspections, distinguishing between onsite, remote, and virtual inspections, and sets out corresponding obligations for Contractors in each case.

Regulation 96 ter

Request for inspection [in the event of [harmful effects]] to the Marine Environment]

Regulation 96 ter

Request for inspection [in the event of [harmful effects]] to the Marine Environment]

[1. In the event of [harmful effects] [or risk of [harmful effects]] **(NGA del)** **harm (NGA)** to the Marine Environment, [any State or States] [adjacent]/ [potentially affected]] [coastal State or States][any coastal community], which have [reasonable] grounds for believing [that] such harmful effects are caused by activities in the Area, shall notify the [[Chief Inspector]] **(NGA keep) (RUS del)** / [[Compliance Committee]] **(NGA del) (RUS keep)** [and the relevant Contractor] through the] Secretary-General in writing- of the grounds upon which such belief is based and request an inspection. [The notification shall include all relevant evidence, and all documentation supporting the belief that the harmful effects are caused by activities in the Area.] **(RUS keep)**

[[1. Alt. Where there are grounds for believing a Contractor does not comply with, or is at risk of non-compliance with, the rules, regulations and procedures of the Authority, and the terms of the Exploitation Contract as referred to in regulations 18bis and 98, any State may notify the Chief Inspector through the Secretary-General in writing of the grounds upon which such belief is based and request an inspection. The notification shall include all relevant evidence, and all documentation supporting the non-compliance.]] **(GER, FRA keep) (RUS res)**

[1. bis In reviewing a Contractor's annual report, the Commission may inform the Compliance Committee of a possible non-compliance situation on the Contractor's activities. The Compliance Committee shall consider such situation and may recommend, if necessary, to the Council for initiating an inspection.] **(GER, FRA keep) (RUS proposes to move to end of para 2)**

[[1. ter Anyone who has reasonable grounds for suspecting that a Contractor has violated the Convention, these Regulations, Exploitation Contracts, or caused harmful effects to the Marine Environment, may request the Compliance Committee through the Secretary-General for inspection in writing.]] **(GER, FRA keep) (RUS del)**

2. The [[Chief Inspector]] **(NGA keep) (RUS del)** / [[Compliance Committee]] **(NGA del) (RUS keep)** shall [[notify the relevant Contractor and Sponsoring State or States, shall]] **(RUS del) (FRA keep)** examine immediately the grounds for an inspection request and shall [[promptly] **(FRA keep)** /[make recommendations to the Council to]] **(NGA del) (FRA keep)** initiate inspection where such grounds appear reasonable[[, and invite representatives of the [adjacent]/[potentially affected] coastal State or States to [accompany the Inspector]] **(RUS res)**, no later than 24 hours after such notification was made by the State or States [to facilitate assessment by the Council of whether any [pollution or] the harm is attributable to activities in the Area.]] .

[[2. Alt. The Chief Inspector shall respond to the notification within 24 hours, indicating whether the grounds for inspection are deemed reasonable and outlining the next steps for initiating the inspection, including inviting the State or States to accompany the Inspector during the inspection.]] **(GER, FRA del) (RUS proposes to merge para 2 and 2 alt)**

Comments

- At a general level, it has been proposed to simplify the title to "*Request for inspection*", consistent with a structure that differentiates among three bases for inspection requests: (i) harmful effects, (ii) annual reports, and (iii) violations of the rules. Some support has been expressed for exploring this approach further.
- During the thirtieth session, under para 1, the phrase "*Any State or States*" has been understood to encompass coastal States.
- An alternative formulation has been proposed to para 1 to broaden the scope to any request relating to non-compliance with the Authority's rules, regulations and procedures and the terms of Exploitation Contracts, with parallel proposals in paras 1 bis and 1 ter to expand scope while situating the Compliance Committee as the responsible body.
- Regarding the different institutional roles, a proposal was made that the LTC examine requests and recommend action to the Chief Inspector; others considered that the LTC would be unable to examine requests immediately and that the Compliance Committee should perform this function. Most delegations did not support involving the LTC at this stage. **Action: The Council is invited to decide whether examination should rest with the Compliance Committee**.
- Under para 2, as for the initiation and conduction of inspection, it has been suggested that the Chief Inspector initiate and conduct inspections; alternatively, that the Compliance Committee examine grounds for inspection, with the Council deciding whether an inspection should proceed. **Action: The Council is invited to decide on this topic taking into consideration the discussions within the ICE IWG**, especially the ones relating to the Draft Council Decision, as delegations are of the view that the primary competence to act on inspection matter should lie with the Council/Chief Inspector/Roster of Inspectors.
- Deletion of the section part of the para 2 permitting State involvement in conducted inspections has been proposed in order to preserve Inspectors' independence. However, still in this context, reservations were expressed regarding the participation of representatives during inspections, particularly with respect to potential delays. The wording has been maintained between brackets.
- An alternative para 2 has been proposed to clarify roles and sequencing, in line with guidance provided at the Assembly's last session.

Regulation 97

Inspectors: Appointment and supervision

1. The Council, shall, on the basis of the recommendations of the [Commission]**(JPN, SGP keep)**[Compliance Committee]**(RUS, GER, IND, ZAF-AFR, BGD keep)** [[and the Finance Committee]]**(IND, BGD keep)(ARG, ZAF-AFR, SGP, MEX del)**, determine the relevant qualifications and experience for Inspectors to be included in the Roster of Inspectors appropriate to the areas of duty of an Inspector under this Part.

1 bis [[Without prejudice to the possibility of self-nomination,]] **(RUS, IND res)(BGD keep)(ZAF-AFR, MEX, CHN, JPN del)** States Parties may, subject to the requirements of this regulation, nominate [individuals for] [Inspectors for

consideration, and] inclusion in the Roster of Inspectors. Nominees [[and Aapplicants]](JPN, ZAF-AFR, CHN del) will be considered against the qualification and experience requirements in accordance with this procedure (JPN). Equitable geographical representation [and gender balance will also be considered] (RUS, ARG del), [[both]] (ZAF-AFR del) [in line with the Convention principles](GER, SGP del) and gender balance will also be considered (RUS, ARG). [Subject to considerations of protection of personal data, the Roster of Inspectors shall be made publicly available on the Authority's website.] (RUS, JPN keep)

[1.bis Alt. Recruitment to the Roster of Inspectors will be through an open and transparent process conducted by the Compliance Committee. The nominated individuals by the State Parties (IND) [Applicants] (IND del) will be considered against the qualification and experience requirements. Equitable geographical [representation](IND del) distribution (IND) and the representation of the special interests (IND) [and gender balance will also be considered] (IND del), [both] [in line with the Convention principles](GER del) gender balance will also be considered (IND). [Subject to considerations of protection of personal data, the Roster of Inspectors shall be made publicly available on the Authority's website].] (IND, IRL keep)

[[2. The Compliance Committee shall make recommendations, to the Council [~~on the appointment, supervision and direction of Inspectors included in the Roster of Inspectors, and~~] on an [inspection programme] and schedule] (BGD del) for the Authority in accordance with any applicable Standards and taking into account the Guidelines.]] (RUS proposes to move to DR96bis)(JPN del)(IND, BGD proposes to merge para 2 and 3)

[3. The [inspection programme] shall be [adopted] by the Council, [~~overseen by the Compliance Committee,~~] [and implemented by the Chief Inspector [and the Inspectors]].] (RUS proposes to move to DR96bis)(JPN proposes to move to DR96) (IND proposes to merge para 2 and 3)

[[4. The Inspectors shall be independent [and competent] in the fulfilment of their tasks and shall comply with the Inspector Code of Conduct.]] (GER del)

[~~[~~5. [The Authority [will](ZAF-AFR del) shall (ZAF-AFR)[[engage] with](IND del) notify (IND) the Sponsoring State or States to ensure that inspections performed by Inspectors are [aligned with enforcement at the national level](JPN, BGD seeks clarification)(GER del).] (RUS keep) Inspectors shall report to the Compliance Committee in writing regarding any difficulties relating to the enforcement of the measures.~~]~~] (JPN del)(GER keep)

6. Inspectors may be required to undertake relevant training programmes, [including but not limited to project and ship instructions, health and safety [at sea] (RUS, BGD keep), as well as undergo fit for work medical evaluations], [[at the request of the Council,]](ZAF-AFR, SGP, MEX del) based on the recommendations of the Compliance Committee. The Secretariat / Contractor (IND) shall facilitate [[the requisite]](RUS, ARG, ZAF-AFR del)/[relevant](RUS, ARG, ZAF-AFR) trainings and evaluations.

7. The Compliance Committee shall keep the Roster of Inspectors under review and updated. The [Council](IRL del) Compliance Committee (IRL) may, [inter alia,](RUS, BGD keep) [following non-compliance with the Inspector Code of Conduct], remove an Inspector from the Roster of Inspectors, on the basis of the [[reasonable]] (RUS keep)(ZAF-AFR del) recommendations of the Compliance Committee.

Comments

- There is a divergence of views on institutional responsibility under para 1. A broad group of delegations supports vesting the function in the Compliance Committee. Others favour retaining the LTC, referencing Art. 165(2)(m) of the Convention. One delegation proposes involving the Finance Committee as non-compliance may concern financial reporting.
- On nominations of the Inspectors under para 1bis, there is support for an open application, self-nomination and self-representation model. An alternative proposal would retain an open process administered by the Compliance Committee and consolidate the key elements of para 1 bis. Some delegations support self-nomination in principle but request a textual safeguard to preserve threshold standards and avoid unintended effects on the ICE governance architecture, particularly if the Compliance Committee is the nominating conduit. As a compromise, opening text has been adjusted to reflect these concerns, brackets have been deleted, and the term "applicants" reinstated.
- Under para 2 and 3, several delegations reserve their position on whether the inspection framework should be articulated as a Guideline or a Standard. However, it is noteworthy, as per ICE IWG, that the relation between the Compliance Committee and the inspection mechanism may be discussed under the Draft Council Decision. In this regard, it has been suggested that the Compliance Committee only should develop and apply the Compliance Strategy, but not the Authority's Inspection Program. **Action: The Council is invited to decide on whether the contents of paras 2 and 3 should remain hereunder or under the Draft Council Decision or DR 95 bis**.
- It has been proposed to delete para 4 on the basis that its substance is already captured in DR 97 bis(1)(b) bis.
- There are opposing views on the reference to national enforcement under para 5. Some delegations support retaining the paragraph to ensure the availability of evidence in aid of national enforcement actions. Others seek clarification on the rationale for alignment with national enforcement, underscoring that inspections by the Authority must remain independent.

Regulation 97 bis

[Inspectors' Functions and Responsibilities]

1. Inspectors shall:

(a) carry out inspections in accordance with internationally accepted principles of good seamanship [so as to avoid ~~[as much as possible]~~ [so far as possible] **(RUS, NAU, BGD, ARG del) (GBR keep)** risks to the safety of life at sea] **(ZAF-Africa del) and in a manner that, to the greatest extent reasonably practicable, avoids creating or increasing risk to the safety of life at sea~~.~~ (ZAF-Africa)**, and~~-~~ follow [~~reasonable~~] **(GBR keep)** [relevant] **(RUS, NAU, BDG keep) (ZAF-Africa del)** instructions and directions ~~pertaining to the safety of life at sea~~ given to them [by the Contractor] **(RUS keep) (ZAF-Africa, ITA del)** and the master of the ship ;] **(Pew del and move to CoC)**

A bis. (ZAF-Africa)

(b) avoid ~~[as much as possible]~~ **(NAU del) unnecessary or disproportionate (ZAF-Africa)** interference with the **[**~~safe~~**] (POL, BGD keep)** [safety**] (RUS keep) (BGD, POL del)** operations of the Contractor and [safety operations**] (RUS keep) (BGD del)** of ships and Installations. **(ITA move to CoC)**

(b) bis **[**comply with the Inspectors –Code of Conduct.**] (Pew move to first para)**

[(d) indicate in **[**their reports**] (Pew del) a contemporaneous record of every site visit (Pew)** all ships, Installations, equipment, facilities, data and samples monitored or otherwise examined, all documents reviewed or copied, all questions posed to the Contractor or any personnel.**] (RUS, NAU, BGD, ZAF-Africa, ITA, GER move to DR 100) (GBR move to DR 98 para 5)**

~~2. [Omitted. Contained in regulation 96 quater, paragraph 2]~~

2~~3~~. An Inspector must have no conflicts of interest in respect of all duties undertaken [~~and shall conduct his or her duties in accordance with the Inspectors Code of Conduct~~].. Inspectors shall have no financial interest in any activity relating to Exploration and Exploitation in the Area. **[**They shall not disclose, even after the termination of their functions, any industrial secret, proprietary data or other Confidential Information coming to their knowledge by reason of their functions under these Regulations.**] (JPN, RUS, NAU, Enterprise, ARG, GER keep) (GBR, ITA del, address in CoC)] (ARG, GER move to new para)**

(OPES merge Para 1 and 2)

97 ter. (MEX)

Comments

- At a general level, it has been proposed that the substance of this regulation be relocated to the Code of Conduct once adopted, with the core elements of the Code defined in the Regulations. **Action: The Council is invited to confirm which provisions must remain regulatory and which are better suited to the Code**.
- Under subpara 1(a), proposals include deletion of "*as much as possible*," on the view that it is redundant where safety is concerned, and removal of duplicate references to "*safety of life at sea*." A further suggestion is to replace "*reasonable*" with "*relevant*," to reflect that instructions and directions at sea are ultimately issued by the master under SOLAS, while maintaining the Inspectors' safety obligations.
- Under subpara 1(b), it has been proposed to remove "*as much as possible*" on the basis that safety is paramount and not conditional.
- There is a proposal to relocate this subpara 1(d) to DR 100, as it concerns inspection reports.
- A proposal has been made to delete substantial parts of para 3 on the understanding that the content will be addressed in the Code of Conduct. Another delegation suggests extracting the non-disclosure sentence into a standalone para. **Action: The Council is invited to consider consolidating the operative obligations as specific subparas under para 1, with detailed conduct requirements reserved to the Code of Conduct**.

Regulation 98

Inspectors' powers

1. Inspectors may, for the purposes of monitoring or [enforcing compliance] **(SPA res)** with the rules, regulations and procedures of the Authority and the terms of the Exploitation Contract [in accordance with applicable Standard and taking into account the relevant Guidelines] **(RUS, ZAF/AFR, BGD, ARG keep)**:

(a) [reasonably] **(RUS, ZAF/AFR, BGD, TTO, BRA del)** question any person [[who is deemed relevant by the Inspector] **(NOR, NLD lift brackets) (TTO del)** and is] engaged by the Contractor in the conduct of [[Exploitation **and exploration related (GBR)** activities]] **(RUS, ZAF/AFR, BGD, TTO, Enterprise del)** / [[activities under the Exploitation Contract]] **(GBR del) (RUS, ZAF/AFR, BGD, NAO, TTO, Director Enterprise keep)** on any matter related to such activities (RUS) [regulated by] (RUS keep) the rules, regulations and procedures of the Authority [relate] **(GBR, RUS del)**;

[(a) bis conduct an **scheduled or unscheduled (ITA)** [announced or unannounced,] **(ITA del)** remote, virtual or onsite visit to the ship and [installations [[or office premises]] **(NOR, NLD, ZAF/AFR, BRA del) (RUS, BGD keep) including any office premises located thereon (BRA)** used by the Contractor [[in accordance with regulation 96bis];] **(NOR, NLD, BGD, FRA keep)] (JPN res) and the Contractor should not impede the Inspector's access to them; (RUS)**

[[~~(b) Subject to any legal requirement, obligation or duty that would prevent disclosure:~~]] **(NOR, GER del)**

(i) require any person who has control over, or custody of, any document, whether in electronic form or in hard copy, including a plan, book or record, to [[preserve and]] **(ITA, RUS keep)** produce a copy of that document to the Inspector [[immediately] or] (RUS del) at [any other] (RUS del) a [reasonable] time and place required by the Inspector in writing. The copy should be [properly]/[duly] certified by this person;

(ii) bis inspect any relevant documents or items which are necessary to monitor the Contractor's compliance, all other recorded data and samples and any ship or Installation **of the contractor (ZAF/AFR)** [engaged] **(ZAF/AFR del) (RUS keep)** [[in [Exploitation] (RUS del) activities under the Exploitation Contract [and activities related to such Exploitation activities in the Area]] **(ZAF/AFR, RUS del)**- including its log, equipment, records and facilities and question personnel.**(RUS move this before sub para 1)**

(iii) [[[seize]] **(BGD keep)** [acquire **certified (POL, ARG)** copies of **(ITA keep original)] (POL, GBR keep)] (ZAF/AFR, BGD del) Obtain (ZAF/AFR)** documents, articles, substances or any part or sample of such for [[further] **(ZAF/AFR del)** examination or analysis that the Inspector may reasonably require. When an Inspector seizes or removes any item under these Regulations, the Inspector shall issue a receipt for that item to the Contractor (RUS) (move after para f as para g);]

[(iv) [take pictures, audio or video footage, or obtain contractor recordings necessary to document and substantiate Contractor's compliance] (RUS keep, move after (a) bis) [or failure to comply with agreements, terms and conditions. [Inspectors shall have access to any area needed to obtain documentation needed in the course of an inspection or investigation.]]**(Separate sub para ITA) (GER res)] (RUS del)**

(c) request from any person referred to in subparagraphs ~~(b)~~ above the reason for any entry or non-entry in any document over which that person has custody or control; **(RUS move after subpara (a) (i))**

[(d) examine any document produced under subparagraphs ~~(b)~~ **[**[above]**] (ZAF/AFR del) cross reference to relevant sub para (ZAF/AFR)** and make a copy of it or take an extract from it;**] (RUS Merge with b)**

(e) **[**inspect **(BGD, RUS keep) [**[or require testing of]**] (NAO keep)] (GER keep) (RUS del)** [and/or test] [,and preserving,]**] (BGD, RUS del)** any machinery or equipment under the supervision of the Contractor or its agents or employees that, in the Inspector's opinion, is being or is intended to be used for the purposes of the **[**[Exploitation] (RUS del) activities **under exploitation (AFR)] (RUS del) activities under the Exploitation Contract (RUS, ZAF/AFR)[[**[without **unnecessary (GBR, BRA) [**interfering**] (TTO del)** with the production and operation of the Contractor]**] (NOR, ZAF/AFR, BGD del) (RUS keep)**;

[(g) [label] representative samples or **[**acquire**] (ZAF/AFR del) (RUS keep) obtain (ZAF/AFR)** [properly]/[duly] (RUS) certified (RUS) copies of assays of such samples from any ship or equipment used for or in connection with the **activities under the Exploitation Contract (RUS) [**Exploitation activities**] (RUS del)** that the Inspector may reasonably require;] **(RUS move to after e)**

[(h) reasonably (RUS) require the Contractor to carry out such procedures in respect of [any] (RUS del) machinery or equipment used for or in connection with the **activities under the Exploitation Contract (RUS) [**Exploitation activities**] (RUS del)** including its testing (RUS) as may be **[**deemed**] (TTO del)** ~~[[reasonably]]~~ (RUS del) necessary by the Inspector; and, **] (ITA res)**

[(h) bis issue a **[[**"do not disturb notice"]/[stop work order, component shut-in, or Facility shut-in]**] (BGD del) inspection in progress (BGD)**, in writing, in order to allow the further inspection, examination or measurement of, or the conducting of tests concerning, any ship, Installations, equipment or facilities engaged **[**[or used]**] (ZAF/AFR del)** in [Exploitation] (RUS del) activities **under the Exploitation Contract (RUS) [**and activities related to such Exploitation activities in the Area**](RUS del)**.]

[[(h)ter. make recommendations to the Compliance Committee for increased oversight of facilities and operators that require special onsite inspections or attention based on their history of serious injuries or fatalities, pollution events, and inspection findings, or other appropriate actions related to systematic violations.]**](ITA Keep)(RUS del)**

[(i) perform any other prescribed function of the Authority as its representative [in accordance with written authorization of the Council.]**] (ITA res)**

[[3. Before an Inspector may **[**seize**] (GBR del) acquire (GBR)** any document under **[**[regulation 96bis, paragraph 3]**] (ZAF/AFR keep)**subparagraph 1(f) above, the Contractor may copy it.]**] (RUS del) (GER move to DR 98)**

[4. When an Inspector **[**seizes**] (GBR del) acquires (GBR)** or removes any item under these~~this~~ Regulations, the Inspector shall issue a receipt for that item to the Contractor.] **(ZAF/AFR, ARG keep) (GER move to DR 98)**

[[5. An Inspector shall document any site visit or inspection activity and **may (ZAF/AFR)** shall use any **appropriate (ZAF/AFR, RUS)** means to do so, including video, audio, photograph or other form of recording.]] **(RUS, ITA del)**

Comments

- During the thirtieth session, it has been proposed to cross-reference DR 96 bis(2) with respect to notice under subpara 1(a). A textual refinement has also been proposed to replace "*Exploitation activities*" with "*activities under the Exploitation Contract*," while recognizing that concurrent exploration may occur; delegations may wish to clarify the intended scope, including whether certain inspection powers should extend to exploration activities where relevant to compliance with the Exploitation Contract. One suggestion is to reorder subparas by moving current subparas (a) after (b) for clarity. Clarification has also been requested regarding the phrase "*relevant by the Inspector*," including whether an objective or subjective standard applies and how it will be operationalized.
- Several delegations oppose inclusion of subpara 1(b), expressing concern that it could imply Contractor consent as a precondition for inspection, thereby undermining the effectiveness of the regime. Further clarification from proponents has been requested.
- Some delegations favor having testing performed by the contractor's personnel to protect equipment under subpara 1(e). Another proposal stresses that inspection activities should not interfere with the Contractor's production and operations.
- Proposals include deletion of paras 3 and 4, with alternative suggestions to correct textual inconsistencies if retained. **Action: The Council is invited to decide whether these matters are redundant in light of other DRs**.

Regulation 99

Inspectors' power to issue instructions

[1. If, as a result of an inspection, an Inspector has reasonable grounds to **[**determine **] (ZAF/AFR del) conclude (ZAF/AFR)** that any occurrence, practice or condition endangers or may endanger the health or safety of any person or poses a**n imminent (RUS) [**[threat]] **(RUS keep) (ZAF/AFR del)/[**[risk]] **(RUS del) (ZAF/AFR keep) risks and/or imminent threats (TTO)** of ~~[~~harmful effects~~]~~ to the Marine Environment or to human remains and [objects and sites of an archaeological or historical nature] **[**[Underwater Cultural Heritage] [or any venerated sites]**] (ZAF/AFR res)**, the Inspector shall give a written instruction, which shall~~will~~ have immediate effect, of a temporary nature considered reasonably necessary to remedy the situation, in accordance with Regulation 35 and any applicable Standards, including:

(a) an ~~[written]~~ **(TTO keep)** instruction requiring a Contractor to undertake specific tests or monitoring and to furnish the Chief Inspector with the results or report of such tests or monitoring within a set period;

(b) an ~~[written]~~ **(TTO keep)** instruction placing a requirement to **[**[suspend or to]**](JPN, ZAF/AFR res)** undertake a specified activity in a specified way, and within a specified period or at specified times or in specified circumstances; and

(c) an ~~[written]~~ **(TTO keep)** instruction that the Contractor must take the steps set out in the instruction, within the specified period, to rectify the occurrence, practice or condition.

2. **[**An instruction under paragraph 1 above **[**must**] (TTO del) shall (TTO)** be **[given] (TTO del) provided (TTO)** ~~[in writing]~~ **(TTO keep)** to the person designated by the Contractor or, in his or her absence, the most senior employee available aboard the ship or Installation to whom the instruction can be issued. An Inspector may issue an **oral** instruction orally [in urgent situations where the **[**issue**] (TTO del) issuance (TTO)** of an written instruction] **(RUS keep)** under paragraph 1 ~~in urgent situations where the issue of a written instruction~~ is **not practicable (TTO) [**impracticable**] (TTO del)**. Where an instruction is issued orally, the Inspector must confirm it in writing and **provide (TTO)** [give it to the designated person at the earliest opportunity **but no longer than 24 hours (POL).] (JPN res)**

2. bis The Inspector shall report immediately ~~-~~and provide a copy of the instruction to the [Chief Inspector,] **(RUS, ZAF/AFR keep) (GBR del)** Compliance Committee, ~~-~~the Secretary-General~~-~~and through the Secretary-General to the Contractor's Sponsoring State or States and, if **where (ZAF/AFR)** applicable to the relevant ~~[adjacent]~~ coastal State or States and flag State, that an instruction has been issued under paragraph 1 **[**above**] (replace with clear cross-referencing – ZAF/AFR)**.

2 bis alt – Textual proposal by GBR

[2. ter **[**~~[~~Unless otherwise stated, an instruction issued pursuant to this regulation shall have immediate effect and~~]~~**] (RUS del) An instruction (RUS)** shall specify the information to be provided to the Inspector by the Contractor to demonstrate the steps being taken to implement the instruction within the specified period.]

3. An instruction issued shall be for a specified period not exceeding 7 Days **[save for the purpose of structural modification or for a period of no more than 30 days (TTO) [**[, and up to 30 Days for structural modifications or repairs]**] (RUS, TTO res)] (JPN, GBR del) (ZAF/AFR res).** Where still necessary to remedy the situation identified in paragraph 1, the Chief Inspector may extend such period [~~by an additional 7 Days~~] and shall report any such extension to the Compliance Committee.

Alt 3 An instruction issued under paragraph 1 shall apply for a specified period not exceeding 7 days. Where additional time is required to remedy the situation, the chief inspector may extend the inspection for a further specified period, not exceeding seven days and shall immediately report any such extension to the compliance committee. (ZAF/AFR)

3.bis Within 3 Days of the expiry of the specified period or any extension thereto under paragraph 3, the Chief Inspector shall assess whether the issue **which resulted in (GBR)** given rise to the instruction has been satisfactorily resolved and shall report immediately to the Compliance Committee.

[[3. ter The Compliance Committee may:

(a) request the [Chief] Inspector to provide further information as to the facts and circumstances giving rise to the issue of an instruction under paragraph 1 for its consideration;

(b) **when it identifies a material flaw in substance or procedure (TTO)[**[where identifying a material flaw in substance or procedure,]] [confirm,]revise or set aside an instruction issued under paragraph 1 above as soon as practicable, [stating the reasons];

(b) bis exercise the powers conferred upon it under [paragraph 1 of]regulation 103, including where a Contractor has failed to comply with a written instruction; [or]

(c) invite the Council's attention to any cases of non-compliance with the terms of an Exploitation- Contract.] **[or] (ZAF/AFR del)**

[(c) bis Fully report to the Council about the inspection.]]**] (NAO, RUS, JPN move to 95 bis) (GBR keep here)**

[[3. quat In the case of a written instruction , where the circumstances giving rise to a suspension are not resolved or are unlikely to be resolved, [the Compliance Committee shall following consultation with the Contractor, notify the Council immediately together with any recommendation as to whether such suspension should continue].-The Council [in accordance with regulations 29 and 29bis,] shall decide if the suspension should continue, including the placing of conditions on any recommencement of Exploitation activities.]**] (NAO, RUS move to 95 bis) (JPN res) (GBR keep here)**

4. Nothing in this regulation shall preclude the Council from issuing emergency orders pursuant to article 162, paragraph 2(w) of the Convention.]

Comments

- At a general level, there is a proposal to examine this regulation in the context of a broader restructuring of Section 3, Part XI, to ensure coherence.
- Under paras 1, 2 and 2ter, one proposal is to remove "*written*" where it is already stated in the chapeau. Another proposal would invert the order in para 2 to maintain the logical sequence established by para 1. Deletion of para 2 ter has been proposed on the basis that para 1 already provides for immediate effect. It has also been proposed to provide a longer timeframe where structural remedies are required, recognizing the time necessary to undertake such measures.
- Delegations have proposed to relocate para 3 ter and para 3 quat to DR 95bis, as they primarily concern the Compliance Committee mandate. **Action: The Council is invited to decide on this topic**.
- Additional textual refinements include replacing "*Confirm*" in subpara 3 ter(b) and introducing a new clause on reporting to the Council in subpara 3 ter(c) bis. One delegation proposes reinstating previously deleted language in para 3 quat to preserve opportunities for consultation with the Compliance Committee, subject to relocation as appropriate.

Rev.3 – Group Submission (Intersessional Working Group on Underwater Cultural Heritage)

In the chapeau of para 1, mark-up on aspects relating to Underwater Cultural Heritage has been accepted, based on the submission of the IWG on UCH.

Regulation 100

Inspection Reports

1. **The Inspector shall (TTO, RUS, BGD)** No later than 30 Days after the end of a [routine] (ZAF/AFR del) inspection [and 7 Days after the end of an urgent inspection], **[**the Inspector shall**] (BGD del)** ~~[deliver]~~ [[submit]] **(ZAF/AFR keep)** a report in accordance with the template and other requirements set out in the applicable Standards setting out, findings and **[**[seeking clarification **from a Contractor (RUS)** [, where relevant,]**] (GBR, Enterprise keep) (ZAF/AFR del)** and providing] recommendations for improvements in performance, procedures or practices by a Contractor. [The [Chief] Inspector shall send the report to the **Chief Inspector, (ZAF/AFR)** Compliance Committee**, the Council (ZAF/AFR)** and the Secretary General, [[who]/[the Secretary-General] shall send a copy of the report to the Contractor and its Sponsoring State or States, as well as the relevant adjacent coastal State or States or flag State referred to in paragraph 2bis of regulation 99].] **(GBR keep) [**/[All inspection reports shall be submitted to the Chief Inspector and the Secretary-General. Such reports shall be promptly made public and placed on the website of the Authority.] (GER keep)**] (RUS, BGD del)**

1. bis The Contractor and the Sponsoring State or States, [as well as the relevant adjacent coastal State or States or flag State referred to in paragraph 2 bis of regulation 99] [[,member States and all Stakeholders,]] **(RUS, BGD del) (GER keep)** [shall] **(ZAF/AFR del) may (ZAF/AFR)** within- 30 Days ~~[after the end of a routine inspection and 7 Days after the end of urgent inspection]~~ [of the date of receipt of the Inspector's report,~~]~~ provide to the Secretary-General [any] comments on the findings[[, requests for clarification or recommendation[s] (GBR),]] **(RUS, ZAF/AFR del)** [~~and [seeking clarification and providing] recommendations,~~] including details of any action taken or to be taken in accordance with the findings and recommendations of the Inspector's report. The Secretary-General shall transmit [such] comments to the Compliance Committee.

[2. The Compliance Committee shall, pursuant to regulation [95~~102~~ bis] , [[~~from time to time]~~] report to the Council [and] (ZAF/AFR keep) include details on the findings and recommendations following the inspections conducted in the prior Calendar Year and shall make any recommendations to the Council on any enforcement action to be taken by the Council under these Regulations and an Exploitation Contract and taking account of any regulatory action taken by the Sponsoring State or States or corrective actions taken by a Contractor to address the findings or recommendations]. (GER del)

3. The [Chief Inspector] **(ZAF/AFR keep)** shall report to the Compliance Committee and the Secretary-General on any acts of violence, [bribery, intent to bribe] **(ZAF/AFR keep)** intimidation, or abuse against or the wilful obstruction or harassment by any person of an Inspector, or a representative of a Sponsoring State, State , or other party

concerned who accompanies the Inspector in the course of their duty, or the failure by a Contractor to comply with paragraph 4 of regulation 96 bis.

3. bis The Secretary-General shall report any such acts or failure to comply with regulation 96 bis immediately to the Sponsoring State or States and the flag State of any ship or Installation concerned, and to the [national State] (BGD, ZAF/AFR del)/[[State of nationality]] **(RUS, GBR keep) (BGD, ZAF/AFR keep)** of the Inspector for consideration of the institution of proceedings under national law. Appropriate measures may also be taken by the Compliance Committee in accordance with regulation 103.

Comments

- At a general level, delegations noted the need for consistent use of terminology regarding routine/urgent and announced/unannounced inspections across the DRs.
- In respect of para 1, a proposal would delete the second sentence and replace it with revised text, on the basis that the Compliance Committee already exercises oversight over identified non-compliance and need not duplicate action.
- Delegations have proposed to broaden para 1 bis in relation to the entities - Member States and Stakeholders - who may provide recommendations.
- Following the IWG on ICE's reformulation of DR 95bis, 2 has been amended to remove the reporting timeframe, which is addressed in DR 95 bis(3) and (4).

[Regulation 101] (Pew del DR101)

Complaints relating to Inspections

[1. A Contractor who considers that an Inspector has acted unreasonably or outside of the scope of their powers under this Part may complain in writing to the Secretary-General, who will transmit the complaint promptly to the Compliance Committee who shall consider the complaint as soon as practicable.] **(GER keep) (ARG res)**

[[1. bis A person aggrieved by an action of an Inspector [or a Contractor][or any organ or official of the Authority] under this Part may complain in writing, [providing evidence] to the [Secretary General]/[Compliance Committee], [who shall report to the [Compliance Committee]/[Commission]/[[and] Chief Inspector] [or where the Compliance Committee is implicated in the complaint to the Ombudsperson] to consider the complaint as soon as practicable.]] **(GER del para)**

[1. Alt. A Contractor or any person directly affected by the conduct of an Inspector or a Contractor in connection with inspection or compliance activities under this Part may submit a written complaint, supported by relevant evidence, to the Secretary-General. The Secretary-General shall promptly transmit the complaint to the Compliance Committee for consideration. Where the [compliant] (Pew del) complaint (Pew) involves a member of the Compliance Committee or raises concerns [about the Compliance Committee] (ZAF/AFR del) regarding its (ZAF/AFR) impartiality, the Secretary-General shall refer the matter to the [[designated Ombudsperson or another] **(RUS, SPA, ARG, NAO res) (ZAF/AFR, GBR, BGD del)** [independent mechanism]]

(JPN del) (BGD keep) [established] (ZAF/AFR del) by the Council. [Complaints must relate specifically to the exercise or non-exercise of powers and duties under this Part and fall within the Compliance Committee's mandate.] (ZAF/AFR del)] **(RUS, JPN, ZAF/AFR, BGD keep) (GER del para)**

[1. ter The Secretary-General shall acknowledge [receipt of a complaint [made under this regulation,]] **(RUS, GBR keep)(ZAF/AFR del)** in writing, [and] **(ZAF/AFR del) (GBR keep)** within 7 Days, [~~receipt of every complaint submitted under this Regulation~~], **(GBR keep)** specifying the date of receipt.]

[2. The ~~[~~Compliance Committee~~]~~ [~~in consultation with~~] [,having taken account of the views of] **(RUS, GBR keep)** the Chief Inspector~~]~~ [as appropriate,] **(RUS, GBR keep)(ZAF/AFR del)** ~~[~~shall~~]~~ take **[**such**] (RUS del) (**GBR keep**)** ~~[~~reasonable~~]/[appropriate]~~ action**, as it considers appropriate, taking into account the views of the Chief Inspector, where relevant (ZAF/AFR)** [~~as is necessary in response to the complaint, in accordance with applicable Standards and the Inspectors' Code of Conduct~~]**.](Pew del para)**

3. The Compliance Committee shall ~~[~~submit~~]~~ a report to the Council describing the complaint and the action taken in response to [~~such a~~] [the] complaint. ~~[~~The Council [shall] **(RUS, ZAF/AFR, BGD keep)**/[can] **(RUS, ZAF/AFR, BGD del)** review the report and decide [[on what additional actions to be taken]] **(ZAF/AFR, BGD del)**/[whether any additional action is required] **(RUS, ZAF/AFR, GBR, BGD keep))**.~~]~~

[4. The Secretary-General shall provide, as soon as possible, information to the complainant on the follow-up given to the complaint.]

4 alt (ZAF/AFR)

[5. Disputes concerning the handling of complaints [made in accordance with this regulation] **(GBR keep)** shall be settled in accordance with regulation 106]. **(GER, Pew del para)**

Comments

- It has been proposed that complaints be submitted in writing to the Secretary-General, who would then transmit them to the Compliance Committee and Chief Inspector. An alternative proposal would replace para 1 and 1 bis with a single para 1 Alt., although some delegations continue to hold reservations regarding the creation of an Ombudsperson. This discussion should take into consideration the scope of this DR, specifically as it deals with complaints arising from the inspections.
- A delegation has proposed to delete "*in consultation with*" in para 2, noting that circumstances may arise where consultation with the Chief Inspector is not appropriate.
- Some delegations have suggested deleting para 5 as it would be superfluous and unnecessary. Conversely, other delegations suggested that the para should be amended in order to expressly convey that it refers to DR 101.

Regulation 101bis

Whistle-blowing procedures

Any complaints received from whistleblowers shall be dealt with under [a whistleblowing mechanism] [~~the mechanism and procedures~~] established by the Authority for this purpose.

DR 101 alt bis – ZAF-AFR to propose alt text

Comment

There is support for retaining the text to ensure that whistleblowing is addressed expressly and with sufficient clarity in the DRs.

~~**Section 2**~~

~~**Compliance**~~

~~**Regulation 102**~~

~~**Compliance Committee**~~

[.]

~~**[Regulation 102 Alt.**~~

~~**Inspection, Compliance and Enforcement Chamber**~~

[.]

Comment

This DR has been revised by the IWG on ICE and has been relocated to DR 95 bis.

~~**Regulation 102 bis**~~

~~**Ship notification, electronic monitoring and data reporting**~~

[Now placed in Part III]

Section 3

Enforcement and penalties

Rev.3 – Group submission (Friends of the President Group on Regulations on Non-Compliance Notice, Suspension, and Termination of Exploitation Contract)

- The text of draft regulations 103 through 105 set out below is based on a textual proposal submitted by the Friends of the President Group on Regulations 103–105 on 15 June 2026, facilitated by the Kingdom of the Netherlands, reflecting discussions conducted during the first part of the thirty-first session of the Council and the intersessional period thereafter.
- The proposal introduces a revised and expanded framework for compliance and enforcement, including new provisions on Non-Compliance Notices (regulation 103bis), proportionate measures (regulation 103ter), and specific Council procedures (regulation 103quat), as well as revised provisions on remedial action (regulation 104) and financial assurance (regulation 105).
- Reference is also made to the reporting of the group.

Regulation 103

Compliance and enforcement measures by the Compliance Committee

1. If the Compliance Committee determines, based on evidence, that a Contractor is not complying with its Exploitation Contract, or is at risk of not doing so, it may~~:~~, in accordance with regulations [103] through [104]:

(a) take measures directly; and

(b) make recommendations to the Council to take measures~~, in order to secure compliance with the Exploitation Contract by the Contractor, in accordance with regulations [103] through [104].~~.

2. The Compliance Committee may, *inter alia*:

(a) inform a Contractor what action is needed to become or remain compliant with its Exploitation Contract;

(b) warn a Contractor that it is not compliant or at risk of being non-compliant with its Exploitation Contract;

(c) convene a meeting with the Compliance Committee for the Contractor to attend;

(d) instruct the Contractor to compile and implement an improvement plan setting out:

(i) actions to be taken to return to compliance with its Exploitation Contract;

(ii) how the actions' effectiveness will be monitored and reported; and

(iii) the period of time within which such actions ~~would~~shall be taken with the aim to ensure a return to compliance with its Exploitation Contract; ~~and~~

~~(iv) subsequent steps which the Contractor proposes to alternatively take, should the actions under (i) be unsuccessful, or should non-compliance continue;~~

(e) issue ~~written~~ instructions to the Contractor to take particular actions, in order to return to compliance with its Exploitation Contract, including subsequent steps should non-compliance continue; ~~or~~

(f) recommend that the [Roster of Inspectors/Chief Inspector] conducts more frequent inspections of the activities in the Area carried out by the Contractor~~.~~;

(g) refer an urgent situation to the Commission, for the Commission to consider on a priority basis providing a recommendation to the Council to issue emergency orders; and

(h) confirm, revise or set aside an Inspector's instructions of a temporary nature as referred to in Regulation [99], or issue such emergency measures of a temporary nature on its own accord, which, in urgent situations, can remain in effect until the Council has decided on a recommendation to the Council pertain to emergency orders. The Compliance Committee can set aside the temporary measures it has issued, confirmed or revised, if the situation no longer warrants such measures remaining in place.

3. The Compliance Committee may recommend to the Council, inter alia, that the Council:

(a) requires a Contractor to pay monetary penalties, ~~such as penalty payments or fines~~including by prescribing a specified time before which the Contractor must be compliant with its Exploitation Contract, failing which payment of a monetary penalty or penalties becomes due, as further set out in the applicable standard comprising the Compliance Strategy;

~~(b) [issues emergency orders;] or~~

~~(c~~(b) suspends or terminates a Contractor's rights under an Exploitation Contract, if:

(i) in spite of warnings by the Authority, the Contractor has conducted its activities in such a way as to result in serious, persistent and wilful violations of the fundamental terms of the Exploitation Contract, Part XI and the rules, regulations and procedures of the Authority; or

(ii) the Contractor has failed to comply with a final binding decision of the dispute settlement body applicable to it.

4. When taking or recommending measures under this regulation, the Compliance Committee may:

(a) provide that the Contractor is obliged to ensure it complies with the Exploitation Contract within a specified time limit;

(b) prescribe ~~that the~~ measures that are conditional on the occurrence, or non-occurrence, of particular circumstances;

(c) prescribe anticipatory measures which are to become effective if the Compliance Committee finds that the Contractor has breached or is at risk of breaching the Exploitation Contract ~~a second time~~ and has communicated such finding to the Contractor; and

(d) adopt a combination of measures.

5. Where a Contractor does not comply with one or more terms or conditions of the Exploitation Contract, measures may be imposed for each respective breach of the relevant term or condition.

6. The procedures through which the measures in paragraphs 2, 3 and 4 are to be taken or recommended, are further set out in a Standard, comprising the Compliance Strategy, which shall be applied by the Compliance Committee.

7. The Compliance Committee may, for the purposes of any finding under paragraph 1 that the Contractor is not complying with its Exploitation Contract or is at risk of not doing so, request the Contractor through the Secretary-General to provide any relevant documents or other information and invite the Contractor to make any representations for consideration by the Compliance Committee.

8. The Compliance Committee may take measures by issuing a Non-Compliance Notice or otherwise. When making a recommendation to the Council, the Compliance Committee shall also issue a Non-Compliance Notice. A Non-Compliance Notice cannot be issued in cases of a determination of a risk of non-compliance.

9. If the Compliance Committee determines, based on evidence, that a Contractor's Managing Company, where applicable, if failing to meet, or lacks the capability to meet, its obligations under a Parent Company Liability Statement, it mutatis mutandis may (i) take measures directly and (ii) make recommendations to the Council to take measures, in order to secure compliance with the Parent Company Liability Statement by the Managing Company.

Rev.3 – Group submission (Friends of the President Group on Regulations on Non-Compliance Notice, Suspension, and Termination of Exploitation Contract)

- The text of draft regulations 103 through 105 set out below is based on a textual proposal submitted by the Friends of the President Group on Regulations 103–105. Se comment above after Section 3.

Regulation 103bis

Non-Compliance Notices

1. A Non-Compliance Notice shall:

(a) describe the non-compliance~~, or risk of such,~~ and the factual basis for it;

(b) as appropriate, describe the place and time that the non-compliance~~, or risk of such,~~ was observed;

(c) mention the relevant obligation or obligations, including the legal basis;

(d) describe the measure or measures imposed by the Compliance Committee;

(e) contain the reasons why the imposed measure or measures are deemed necessary and appropriate; and

(f) in the event a timeframe is imposed within which the Contractor must implement the measure or measures, specify such timeframe.

2. For the purposes of article 18 of Annex III to the Convention, a Non-Compliance Notice issued under this regulation constitutes a warning by the Authority.

3. A Non-Compliance Notice shall immediately be communicated by the Secretary-General to the Contractor in writing upon the instruction of the Compliance Committee. A Non-Compliance Notice shall, through the Secretary-General, be provided to the Sponsoring State or States immediately after it is communicated to the Contractor.

4. The Contractor shall be given a reasonable opportunity not exceeding 30 Days to make representations in writing to the Secretary General concerning any aspect of the Non-Compliance Notice, who shall transmit the received information to the Compliance Committee without undue delay. Having considered any such representations and taking account of any enforcement action taken or to be taken by the Sponsoring State or States, the Compliance Committee ~~may~~shall make recommendations to the Council, which shall take a decision to confirm, modify or withdraw the Non-Compliance Notice. The measures specified in the Non-Compliance Notice shall remain in effect and shall be implemented by the Contractor during the period for making representations and pending any decision of the Council, unless the Compliance Committee decides otherwise.

Rev.3 – Group submission (Friends of the President Group on Regulations on Non-Compliance Notice, Suspension, and Termination of Exploitation Contract)

- The text of draft regulations 103 through 105 set out below is based on a textual proposal submitted by the Friends of the President Group on Regulations 103–105. Se comment above after Section 3.

Regulation 103ter

Proportionate measures commensurate to non-compliance

1. The Compliance Committee shall determine the extent and nature of the non-compliance with an Exploitation Contract, or risk thereof, by a Contractor, by assessing the consequences or possible consequences of the non-compliance and the conduct of the Contractor in relation to the non-compliance, in accordance with the applicable Standard~~.~~ that comprises the Compliance Strategy.

2. The Compliance Committee shall take proportionate measures that are commensurate to the extent and nature of the non-compliance of the Exploitation Contract or risk thereof, as well as the circumstances of the non-compliance or risk thereof. Relevant to determining the proportionality of a measure are (a) the severity and frequency of the non-compliance or risk thereof and (b) the Contractor's conduct in relation to the non-compliance or risk thereof.

3. In determining the severity of the non-compliance or risk thereof, the Compliance Committee shall take, inter alia, the following circumstances into account, whether:

(a) the Contractor gained, or sought to gain, a financial advantage by the ~~breach~~non-compliance;

(b) the Contractor concealed relevant facts, provided information that is false or misleading, committed forgery of documents, ~~engaging~~engaged in corruption, or attempted any of the foregoing;

(c) ~~Inspectors have been hindered in~~ the ~~exercise~~Contractor has a history of ~~their duties~~non-compliance;

(d) human life has been endangered;

(e) the Contractor could reasonably foresee that its non-compliance could result in Serious Harm to the Marine Environment;

(f) ~~imposing a financial penalty on~~ the ~~Contractor will likely not cause the Contractor to comply with the Exploitation Contract;~~

~~(g) the Compliance Committee considers there is a need to deter further~~ non-compliance ~~by the Contractor~~has resulted in ~~the specific circumstances~~harmful effects to the marine environment;

(~~h~~g) the Contractor notified the Inspectors or the Compliance Committee directly about the circumstances leading to the non-compliance or the non-compliance itself, as well as the risk thereof;

(~~i~~h) the Contractor's failure to comply with the Exploitation Contract was caused by a Force Majeure;

~~(j) the breach occurred in the context of a change to the Authority's rules, regulations or procedures, and the Contractor is demonstrably taking reasonable steps, within a reasonable period, to bring its operations into conformity with the new requirements;~~

~~(k~~(i) the Contractor took immediate steps to remedy the ~~breach~~non-compliance and prevent recurrence; or

(~~l~~j) the Contractor has hindered or obstructed Inspectors in the exercise of their duties or has fully cooperated with and facilitated ~~the Authority's inspections~~Inspectors in the exercise of their duties.

4. In its determination of which measures to prescribe, the Compliance Committee will apply the applicable Standard that comprises the Compliance Strategy.

Rev.3 – Group submission (Friends of the President Group on Regulations on Non-Compliance Notice, Suspension, and Termination of Exploitation Contract)

- The text of draft regulations 103 through 105 set out below is based on a textual proposal submitted by the Friends of the President Group on Regulations 103–105. Se comment above after Section 3.

Regulation 103quat.

Specific procedures through the Council in relation to enforcement

1. The Compliance Committee shall submit cases of non-compliance with the Exploitation Contract to the Council [through an annual report]. The Council shall

invite the attention of the Assembly to such cases of non-compliance, in accordance with article 162, paragraph 2, subparagraph (a), of the Convention.

2. Except for emergency orders under article 162, paragraph 2, subparagraph (w), of the Convention, the Council may not execute a decision involving monetary penalties, suspension or termination until the Contractor has been accorded a reasonable opportunity to exhaust the judicial remedies available to it pursuant to section 5 of Part XI to the Convention.

[3. Upon exhaustion of the judicial remedies pursuant to paragraph 2 above, where the Authority requires a suspension of Exploitation activities in accordance with these Regulations, the Council upon a recommendation of the Commission will provide the Contractor with a suspension notice to specify the reasons for the suspension, what operations under the Plan of Work must cease, and which, if any, may continue, and any other relevant terms and conditions for the suspension.]

[4. The Council may institute proceedings against a non-compliant Contractor before the Seabed Disputes Chamber on behalf of the Authority. The Commission may recommend to the Council that such proceedings be instituted on behalf of the Authority before the Seabed Disputes Chamber. The Compliance Committee may provide any and all assistance to the Commission and Council with respect to such proceedings before the Seabed Disputes Chamber.]]]

Rev.3 – Group submission (Friends of the President Group on Regulations on Non-Compliance Notice, Suspension, and Termination of Exploitation Contract)

- The text of draft regulations 103 through 105 set out below is based on a textual proposal submitted by the Friends of the President Group on Regulations 103–105. Se comment above after Section 3.

Regulation 104

Power to take remedial action

1. Where a Contractor fails to take [the necessary measures] required under regulation 103, the Authority:

[(a) shall notify the Sponsoring State [or States] and coordinate with relevant officials of that State on further action that may be taken to enforce compliance by the Contractor; and]

(b) may carry out any remedial [actions] or take such measures as it considers reasonably necessary to prevent or Mitigate the effects or potential effects of a Contractor's failure to comply with the terms and conditions of an Exploitation Contract. The Council shall, based on the recommendations of the Commission, determine the nature of such [works]/[actions] or measures and the manner in which they are to be carried out.

2. If the Authority takes remedial action or measures under paragraph 1, subparagraph (b) above, the costs and expenses incurred by the Authority in taking that action are a

debt due to the Authority from the Contractor [and, to the extent it is liable, the Sponsoring State [or States].

[3. Notwithstanding the above, the Authority shall promptly notify the Sponsoring State concerned and attempt to coordinate any further action that may be taken to enforce compliance by the Contractor.]

Rev.3 – Group submission (FOP Group on Regulations on Non-Compliance Notice, Suspension, and Termination of Exploitation Contract)

- The text of draft regulations 103 through 105 set out below is based on a textual proposal submitted by the Friends of the President Group on Regulations 103–105. Se comment above after Section 3.

Regulation 105

Sponsoring States

~~Without prejudice to regulations 5, 6 and 21, and to the generality of their obligations under article 139, paragraph 2, and article 153, paragraph 4, of the Convention and article 4, paragraph 4, of Annex III to the Convention, Sponsoring States shall, in particular, take all necessary and appropriate measures to secure effective compliance by Contractors they have sponsored in accordance with Part XI of the Convention, the Agreement, rules, regulations and procedures of the Authority and the terms and conditions of the Exploitation Contract.~~

Rev.3 – Group submission (FOP Group on Regulations on Non-Compliance Notice, Suspension, and Termination of Exploitation Contract)

- The text of draft regulations 103 through 105 set out below is based on a textual proposal submitted by the Friends of the President Group on Regulations 103–105. Se comment above after Section 3.

~~Regulation 105 ter~~

~~Other member States~~

~~Without prejudice to their obligations under Article 153(4), Part XI and Annex III of the Convention, member States shall, in particular, take all necessary and appropriate measures available to them to ensure that their natural and judicial persons, and ships flying their flags, do not prevent or impair Contractors from effectively complying with and performing their obligations, and enjoying their rights, under Part XI of the Convention, the Agreement, rules, regulations and procedures of the Authority and the terms and conditions of the Exploitation Contract.~~

Comment

During the second part of the thirtieth session, several delegations proposed the deletion of this DR.

Section 4

Periodic review of inspection, compliance and enforcement mechanism

Regulation 105 bis

Periodic Review of Inspection, Compliance and Enforcement Mechanism

1. [Every 5 years from the date of establishing the Compliance Committee,] the Council shall review the Authority's inspection, compliance and enforcement mechanism to ensure that the manner of its operation and activities accords [with][~~to~~] international standard of best regulatory practice and for the purpose, request information from the Compliance Committee and the Secretary-General. [During the first 10 years since the date of commencement of Commercial Production in the Area, the inspection, compliance and enforcement mechanism shall be reviewed every 3 years. After that period the mechanism shall be reviewed every 5 years.]

1. bis The report of the periodic review shall be published on the Authority's website.

2. In the light of the review, the Council may, taking into account any recommendations of the Commission, ~~[Chief Inspector][and~~ the Compliance Committee~~]~~, adopt amendments to the mechanism.

Comment

Action: The Council is invited to agree the review cycle for the ICE mechanism and to specify the commencement point for calculating the review period. Taking into consideration the content of the DR, it is suggested to amend the title of the section.

Part XII

Settlement of disputes

Regulation 106

Settlement of disputes

1. Disputes concerning the interpretation or application of these Regulations and an Exploitation Contract shall be settled in accordance with section 5 of Part XI of the Convention.

[1. Alt. Where a dispute arises concerning the interpretation or application of these Regulations and an Exploitation Contract:

(a) the disputing parties [may / shall] enter into good faith negotiations with a view to resolving the dispute including through any alternative dispute mechanisms mutually agreeable to the parties; and

(b) should the dispute remain unresolved despite best efforts undertaken in accordance with paragraph 1, subparagraph (a), the matter shall be settled in accordance with section 5 of Part XI[Part XV and Annex 6 of the Convention.]

2. Any final decision rendered by a court or tribunal having jurisdiction under the Convention ~~[and the Rules, Regulations and Procedures of the Authority]~~ relating to the rights and obligations of the Authority and of the Contractor shall be enforceable in the territory of each State party to the Convention ~~as if it were a final judgment of a court in that State~~.

Comments

- During the second part of the thirtieth session, several delegations called for streamlining this DR by removing redundant elements. For this reason – and in light of flexibility of delegations – para 1bis (previously suggested deleted) has been removed.
- A delegation suggested including language on the possibility for parties to a contract of entering into negotiations with a view of resolving the dispute amicably. The proposal has been included as para 1.Alt. It is suggested that – even if not included – this provision might nevertheless apply, in light of Art. 285(2) of the Convention, which extends the applicable provisions of Part XV also to non-State entities carrying out activities in the Area. **Action: The Council is invited to express a preference over this para.**
- In para 2, some delegations requested deletion of the phrase "*and the Rules, Regulations and Procedures of the Authority*" suggesting that the RRPs of the Authority should not amend the provisions of the Convention on dispute settlement. The phrase is suggested deleted, also for consistency with the language used in the Exploration Regulations.
- Several delegations requested deletion of the final part of para 2. The rationale for this request – provided during the second part of the thirtieth session – is that this phrase would create ambiguities, since

different legal systems have different concepts of "*final judgment*". As such, the phrase has been suggested deleted.

- A proposal was made for a new DR105ter on administrative review of decisions of subsidiary organs of the Authority. Since there was no consensus on its inclusion – and in light of potential profiles of inconsistency with other regulations and the Convention – the proposal has not been included in the text, but remains available on the Authority's website. **Action: the Council is invited to discuss whether this para should be included or not.**

Part XIII

Review of these Regulations

Regulation 107

Review of these Regulations

[1. Five years following [Alt. 1 the approval of these Regulations by the Assembly] [Alt. 1~~2~~ the ~~signature~~conclusion of the first Exploitation Contract]/ [Alt. 2~~3~~ the first date of commencement of Commercial Production], the Council shall undertake a comprehensive review of the manner in which these Regulations have operated in practice and may also ~~reasonably~~ undertake ~~such a~~additional reviews [to the extent necessary] at any time thereafter.]

[1. Alt. The Council shall undertake a full review of these Regulations. This review shall, at least, include:

(a) the manner in which these Regulations have operated in practice;

(b) the effectiveness and enforceability of these Regulations, including potential regulatory gaps;~~; and~~

(c) the manner in which these Regulations have ~~ensured compliance with~~[Alt. 1 given effect to]/[Alt. 2 upheld] the principles, approaches, and policies pursuant to regulation 2, and the general obligations relating to the Marine Environment pursuant to regulation 44, paragraph ~~.~~ 1~~bis~~ [and regulation 44ter]~~.~~; and

(d) the manner in which the implementation of these Regulations contributes to the broader objectives set out in Part XI of the Convention.

1. Alt. bis The first review shall take place five years following the ~~approval of these Regulations by the Assembly,~~ [Alt. 1 conclusion of the first Exploitation Contract]/[Alt. 2 first date of commencement of Commercial Production] and no later than ten years after the adoption of these Regulations by the Council.

1. Alt. ter After the review pursuant to paragraph 1bis, the Council may also undertake such a review at any time thereafter, but shall do so at least every ten years.]

~~[1.[quat.]/[bis] [Without prejudice to article 155 of the Convention, e]/[E]ach subsequent periodic review of these Regulations shall progressively evaluate the manner in which the implementation of these Regulations contributes to the broader objectives set out in Part XI of the Convention, including the equitable sharing of financial and other economic benefits derived from activities in the Area, the effective and balanced development of activities in reserved and non reserved areas, the prevention of monopolization of activities in the Area and the interests and needs of developing and small island States.]~~

[2. ~~[When in the light of improved knowledge, technological advancements, implementation experience or identification of regulatory gaps, it becomes evident that these Regulations are not adequate, a~~A~~]~~[Any State party and any organ of the Authority~~, the Commission, the Enterprise, any Contractor (through its Sponsoring State), or Stakeholder (through a State party)~~ may ~~at any time~~ [following the completion of the first review] request the Council to consider, at its next ordinary session, revisions to

these Regulations and the matter shall be included in the provisional agenda of the Council for that session.]

~~3. The Council shall establish a process of public consultation and participation that gives adequate time and opportunity to comment on proposed revisions to these Regulations, save for the making [at any time] of an amendment to these Regulations that has no more than a minor effect or that corrects errors or makes minor technical changes.~~

~~3. In the light of that review, the Council may in accordance with the Convention and the Agreement adopt and apply provisionally, pending approval by the Assembly, amendments to these Regulations, taking into account the recommendations of the Commission or other subordinate organs. [Such provisional application shall not exceed [] years from the date of adoption of the amendments by the Council.]~~

34. Amendments to these Regulations shall be implemented by existing Contractors. Any amendment~~s~~ may provide for a transition period for implementation by existing Contractors of amendments to these Regulations.

Rev.3 – Group submission (Friends of the President Group on Review of the Regulations)

- The text of draft regulation 107 set out above is based on a textual proposal submitted by the Friend of the President Group on Review of the Regulations on 15 June 2026, facilitated by the Kingdom of Belgium, reflecting discussions conducted during the first part of the thirty-first session of the Council and the intersessional period thereafter.
- The outstanding issues identified by the facilitator and noted in the reporting will require further consideration by the Council.

Annex I

Application for approval of a Plan of Work to obtain an Exploitation Contract

Section I

Information concerning the applicant

1. Name of applicant.
2. Street address of applicant.
3. Postal address (if different from above).
4. Telephone number of applicant's Designated Representative.
5. [omitted]
6. Email address of applicant's Designated Representative.
7. Name of applicant's Designated Representative.
8. Street address of applicant's Designated Representative (if different from above).
9. Postal address (if different from above).
10. Telephone number.
11. [Fax number]/[Official website URL and official online communication channels, if any].
12. Email address.
13. If the applicant is a juridical person:

    (a) Identify applicant's place of registration [and ~~laws of~~ incorporation]~~]~~;

    (b) Identify applicant's principal place of business/domicile; and

    (c) Attach a copy of applicant's certificate of registration.

    (d) Identify the identities and locations of the applicant's:

    (i) management including any members of its board of directors;

    (ii) ownership, including any persons or entities holding [[5]/[10]/[20]/[25] percent] or more of the applicant's equity, if different from the place of registration/domicile, for example in the case the applicant is a subsidiary of a parent company located in a different jurisdiction and

    ~~(iii) an organisational chart of the group structure.~~

    (~~iv~~iii) holding, subsidiaries, affiliated and Ultimate Parent companies, agencies and partnerships at the time of application]

    [(iv) Company Principals]

[13. bis. Where the applicant is a company, provide an organisational chart or other description of any company group structure, including parent, subsidiary or other associated companies.]

[13. ter Provide any additional information to assist [determine the nationality of the applicant,] / [in determining the identity of the State Party by which,] or by whose nationals the applicant is effectively controlled.]

14. Identify the Sponsoring State or States.

15. In respect of each Sponsoring State, provide the date of deposit of its instrument of ratification of, or accession or succession to, the United Nations Convention on the Law of the Sea of 10 December 1982 and the date of its consent to be bound by the Agreement relating to the Implementation of Part XI of the Convention.

[15. bis Provide information about relevant national laws, regulations and administrative measures applicablethat would apply to the applicant in its conduct of Activities in the Area, including on compensation mechanisms in respect of harmful impact effects from such activities to the Marine Environment.]

[15.ter. A description of the Contractors and the Sponsoring States (or States) compliance enforcement strategies, and how these align with the Rules of the Authority.]

16. Attach a certificate of sponsorship issued by the Sponsoring State or States if applicable.

[16. bis Attach information on all the flag States and port States that are proposed to be involved in activities under the Exploitation Contract, in accordance with regulation 5, paragraph 2, subparagraph (e).]

Section II

Information relating to the area under application

17. Define the boundaries of the area under application by attaching a list of geographical coordinates (in accordance with the [World Geodetic System 1984 (WGS 84))] **(BGD del)**/[the most recent applicable international standards used by the Authority] **(BGD keep)** [and a georeferenced file and a **[**map**] (BGD, Enterprise del) chart (BGD, Enterprise)** with the limitsboundaries of the requested area].

Section III

Technical information

18. Provide detailed documentary proof of the applicant's technical capability, or access thereto, to conduct the Exploitation and to Mitigate Environmental Effects.

19. Provide documentary proof that the applicant has the ability to comply with relevant safety, labour and health Standards and is able to apply its policies in a non-discriminatory and gender-sensitive way.

20. Provide a description of how the applicant's technical capability will be provided through the use of in-house expertise, subcontractors and consultants on the proposed

Exploitation activities. ~~[Provide organograms of staffing, and staffing data provided should be disaggregated by gender].~~

20. bis ~~[Identify the in-service and planned submarine cables and pipelines in, or adjacent to, the area under application; and p~~[P]rovide documentary proof of the measures discussed or agreed between the applicant and the operators of [Alt.1 the cables and pipelines to reduce the risk of damage to the in-service and planned submarine cables and pipelines[where applicable]] [Alt. 2 such cables and pipelines to reduce the risk of damage]~~]~~.

~~[~~20.ter Provide evidence [that the applicant has demonstrated a]/[of the applicant's] satisfactory record of past operational performance and compliance, both within the Area and [in other States' jurisdiction]/[within areas within national jurisdiction] [, if any]~~]~~.

Section IV

Financial information

21. Attach such information, in accordance with the applicable Standards and taking into account the Guidelines, ~~[to enable the Council to determine] [~~to assist the Authority in determining~~]~~ whether the applicant has ~~[or will have]~~ access to the financial resources to carry out the proposed Plan of Work and fulfil its financial obligations to the Authority, as follows:

(a) If the application is made by the Enterprise, attach certification by its ~~[competent authority] [~~Director-General~~]~~ that the Enterprise has the necessary financial resources to meet the estimated costs of the proposed Plan of Work;

(b) If the application is made by a State or a State enterprise, attach a statement by the State or the Sponsoring State certifying that the applicant has the necessary financial resources to meet the estimated costs of the proposed Plan of Work; and

(c) If the application is made by an entity, attach copies of the applicant's audited financial statements, including balance sheets and income statements and cash flow statements for the most recent 3 years, in conformity with internationally accepted accounting principles and certified by a duly qualified firm of public accountants, noting that:

(i) If the applicant is a newly organized entity and a certified balance sheet is not available, attach a pro forma balance sheet certified by an appropriate official of the applicant;

(ii) If the applicant is a subsidiary of another entity, attach copies of such financial statements of that entity and a statement from that entity, in conformity with internationally accepted accounting principles and certified by a duly qualified firm of public accountants, that the applicant will have the financial resources to carry out the Plan of Work; and

(iii) If the applicant is controlled by a State or a State enterprise, attach a statement from the State or State enterprise certifying that the applicant will have the financial resources to carry out the Plan of Work.

22. If, subject to regulation 22, an applicant seeking approval of a Plan of Work intends to finance the proposed Plan of Work by borrowing, attach details of the amount of such borrowing, the repayment period and the interest rate, together with the terms and conditions of any security, charge, mortgage or pledge made or provided or intended to be made or provided or imposed by any financial institution in respect of such borrowing and the committed and predicted debt-to-equity ratio.

[22.Alt. If, subject to regulation 22, the applicant intends to finance the proposed Plan of Work by borrowing, attach details of the amount of such borrowing, the repayment period, the interest rate, the terms and conditions of any security, charge, mortgage or pledge made or intended to be made in respect of such borrowing, and the predicted debt-to-equity ratio.]

23. Provide details [like lenders consent or certification] of any Environmental Performance Guarantee proposed or to be provided by the applicant in accordance with regulation 26.

Section V

Undertakings

24. Attach a written undertaking that the applicant will:

(a) Accept as enforceable, and comply with, the applicable obligations created by the provisions of the Convention, and the rules, regulations and procedures of the Authority, the decisions of the relevant organs of the Authority and the terms of its contracts with the Authority;

(b) Accept the control by the Authority of activities in the Area as authorized by the Convention; and

(c) Provide the Authority with a written assurance that its obligations under the Exploitation Contract will be fulfilled in good faith.

Section VI

Previous contracts with the Authority

25. Where the applicant, or~~,~~ in the case of an application by a partnership or consortium of entities in a joint arrangement, any member of the partnership or consortium has previously been awarded any contract with the Authority, attach:

(a) The date of the previous contract or contracts;

(b) The dates, reference numbers and titles of each report submitted to the Authority in connection with the contract or ~~Contractors~~contracts;

(c) The date of termination of the contract or contracts, if applicable;

~~(d) [The final report on the results of Exploration and baseline investigations, including the results of testing equipment and operations in the Exploration area.]~~

Section VII

Attachments

26. Attach the following attachments and Annexes:

Rev 3 - Comments

- In item 11, it was suggested to replace the reference to the fax (which might be outdated) with one to the website and other communication channels (such as social media). The option has been added for consideration of the Council.
- Deletion of previous item 13(d)(iii) has been suggested as duplicative of item 13bis. If it is retained, it is highlighted that its language will need to be aligned with the chapeau.
- A new item 13(d)(iv) (which would become (v) if previous (iii) is retained) has been added. The proponent has suggested the following definition to be added in the Schedule for the term "Principals": "*"Principals" means all natural persons who direct, control, or materially influence the management, operations, or strategic activities of a Contractor or Applicant. This includes: (a) members of the board of directors or equivalent governing body; (b) senior officers responsible for operational, financial, environmental, or compliance functions; (c) individuals with authority to commit or allocate significant resources; (d) persons who exercise control or significant influence through ownership, contractual arrangements, or informal means; and (e) any other individuals who, in practice, participate in or determine key decisions relating to the conduct of activities in the Area*". **Action: the Council is invited to consider the proposed addition and the relevant definition.**
- Delegations expressed different views on item 16bis. **Action: the Council is invited to consider this paragraph, taking into account the comment box contained in draft regulation 5, paragraph (3).**
- It was suggested that items 18, 19 and 20 might already be covered by – respectively – the EMMP, the Health and Safety Plan and the Mining Workplan. **Action: the Council is invited to consider if these three items should be retained, or if a reference to the relevant plans should be made.**
- In item 20ter, it was suggested to add "and its Principals" after "the Applicant", using the same definition provided above. Pending further discussion, the reference has not been added but it is highlighted for consideration of the Council.
- In item 24, it was proposed to add further undertakings, such as the ones on parent company liability, transfer of technology and one based on the language of Art. 137. For the time being, they have not been added pending further discussion, the first as covered by Annex XI, the second as it has not yet been subject to a discussion of the Council in the context of the relevant draft regulation, and the third as it might be already

covered by letter (a) of item 24. The Council is still invited to submit its views on this issue.

Annex II

Mining Workplan

A Mining Workplan, based on the results of Exploration (at least equivalent to the data and information to be provided pursuant to section 11.2 of the standard clauses for Exploration Contracts), should cover the following subject matters:

(a) A comprehensive statement of the Resources delineated in the relevant Mining Area(s), including details, or estimates thereof, of all known Mineral reserves reported in accordance with the applicable Standard, together with a comprehensive report of a Suitably Qualified Person that includes details of and validation of the grade and quality of the possible, proven and probable ore reserves, as supported by a pre-feasibility study or a Feasibility Study, as the case may be;

(a) bis A description and schedule of any Exploration activities planned to be conducted following approval of the Exploitation Plan of Work, including a description of the equipment and methods expected to be used;

(b) A **[~~chart~~]** **(BGD, Enterprise keep)** [map] **(BGD, Enterprise del)** of the boundaries of the proposed Mining Area(s) (on a scale and projection specified by the Authority) and a list of geographical coordinates and a georeferenced file (in accordance with the ~~[~~most recent applicable international standards used by the Authority~~]~~;

(c) A proposed programme of Exploitation activities ~~mining operations~~ and sequential mining plans, including applicable time frames, schedules of the various implementation phases of the Exploitation activities and expected recovery rates;

(d) Details of the equipment, methods and technology expected to be used in carrying out the proposed Plan of Work, including the results of ~~[~~Test Mining~~]~~ conducted~~,~~ [or relevant data from any demonstrated Test Mining activities] ~~[as applicable]~~ and the details of any tests and Pilot Mining to be conducted in the future, as well as any other relevant information about the characteristics of such technology, including processing and environmental safeguard and monitoring systems, [and electricity or other energy supply] together with details of any certification from a conformity assessment body;

(e) A technically ~~and economically~~ justified estimate of the period required for the Exploitation of the Resource category to which the application relates;

(f) A detailed production plan, showing, in respect of each Mining Area, an anticipated production schedule that includes the estimated maximum amounts of Minerals that would be produced each year under the Plan of Work;

~~(g) An economic evaluation and financial analysis of the project;~~

(h) The estimated date of commencement of Commercial Production;

(i) Details of ~~principal~~ subcontractors to be directly engaged for Exploitation activities ~~and which States those vessels are flagged to~~, together with information about their compliance records;

(j) Details on how many vessels are proposed to be involved in the Exploitation activities, and which States those vessels are flagged to including how and to where the collected ores will be transported from the mining site to shore for processing; and

~~(k) Details relating to onshore processing, if applicable.~~

Rev.3 - Comments

- It has been suggested that the use of the term “Feasibility Study” differs in this Annex and in draft regulation 25 and in the Schedule. Views are welcome on this aspect.
- In letter (d), there was broad support for the mark-up text on Test and Pilot Mining. It has not been included in clean version as it falls within the scope of the relevant IWG.

Annex III

Financing Plan

A Financing Plan should include [supported by written [evidence]]:

(a) Details and costing of the mining technique, technology and production rates applicable to the proposed [Exploitation] activities;

(b) Details and costing of the technological process applicable to the extraction and on-board processing of Mineral ore;

(c) Details and costing of the technical skills and expertise and associated labour requirements necessary to conduct the proposed [Exploitation] activities;

(d) Details and costing of regulatory requirements relevant to the proposed mining activities, including the cost of the preparation and implementation of the Environmental Management and Monitoring Plan and Closure Plan;

(e) Details regarding other relevant costing, including capital expenditure requirements;

(f) Details of advance agreed sales, and all expected revenue applicable to the proposed [Exploitation] activities;

(g) A detailed cash-flow forecast and valuation, excluding financing of the proposed [Exploitation] activities, clearly indicating applicable regulatory costs;

(h) Details of the applicant's resources or proposed mechanisms to finance the proposed [Exploitation] activities, and details regarding the impact of such financing mechanisms on the cash-flow forecast and debt-to-equity ratio;

[(i) Details of any loans or planned loans, and the institutions making the loans, with an indication whether those institutions apply [[the Equator Principles or] the [i]International [f]Finance [c]Corporation performance standards, or equivalent.]; and

[(j) Details of any insolvency proceedings, currently disqualification from acting as a company director or trustee of any fund organisation, unspent convections convictions for any financial crime or offence involving dishonesty, in any jurisdiction, involving key personnel from the Contractor's management, senior staff, ownership, parent company, subsidiaries or sub-contractors.]

[(k) An evaluation and details of opportunity costs, impact on benthic communities, and lost economic potential for fisheries, such as impacts from loss of food chain due to operations.]

[(l) The Financial Plan should also ensure that the Decommissioning Bond is of sufficient scale to adequately cover:

i) Potential liabilities of failed operations, or bankruptcy's impact on operations.

ii) Ensure coverage of future decommissioning operations for any related infrastructure required for extraction.]

Rev. 3 - Comments

- While the majority of delegations that took the floor seemed to support inclusion of letter (j), it was also proposed to move it to Annex I, among the document included in the application. **Action**: **the Council is invited to comment on the placement of this provision.**

Annex III bis

Scoping Report

Comments

- One delegation has proposed the inclusion of a subpara (g) bis. Other delegations have expressed support for the Annex in general. New suggested changes are inserted.
- One delegation has suggested – in subpara (l) - to divide the requirement relating to Stakeholder identification into a two-tiered approach by first focusing on "*identifying Stakeholders*" and secondly "*identifying a sub-category who are deemed to be 'potentially directly affected'*." To be discussed during Council, thus entire subpara (l) in square brackets.

A~~n~~ [~~environmental Impact Assessment~~]~~-~~Scoping Report shall include the following:

(a) a brief description of the proposed Exploitation activities; [~~and any ancillary features~~] **(ZAF/AFR a, b, c, e, g, g bis, f, h and first part of d)**

(b) a description and overview of [tentative timelines and deadlines] **(ZAF/AFR del) indicative timelines and milestones (ZAF/AFR)** for the proposed environmental baseline studies and Environmental Impact Assessment conducted under the Exploration ~~c~~Contract and any associated activities;

(c) a description of what is known about the environmental setting, including any human remains and [objects and sites of an archaeological or historical nature] **(RUS, SGP)** [Underwater Cultural Heritage ~~sites~~] **(FRA, SPA)**, for the project (Contract Area and regional setting);

(d) a description of data gaps, potential data gaps or data with a [large] **(ZAF/AFR del) significant (ZAF/AFR)** uncertainty associated with it for the project, ~~[~~[including environmental baseline data,] **(GER keep) (RUS del)** and [a plan describing the methodology for collecting and analyzing that information [prior to commencement of Exploitation activities and to inform the Environmental Impact Assessment~~]~~ **(GER keep)**]] **(RUS, SPA del) (ZAF/AFR to separate para) (NLD switch d and e);**

(e) a summary of existing environmental baseline studies, and, where available, relevant traditional knowledge of indigenous peoples and **of (FSM)** local communities;

(f) a description of the technical, spatial and temporal boundaries for the Environmental Impact Assessment;~~,~~ **(SPA res para)**

(g) a ~~[brief]~~ description of the socioeconomic and sociocultural aspects of the project [including sociocultural uses of the Mining Area (e.g., traditional navigation routes, migratory paths of culturally significant marine species, artisanal fishing techniques, and [venerated~~]~~ **(SGP del)** ~~[sacred]~~ sites **of archaeological or historical nature (SGP)** and] waters associated with ritual or ceremonial activities of Indigenous Peoples and local communities);]

[[(g bis) a brief description of any human health impacts associated with the project.]] **(GER, Pew) (RUS, GBR del para) (SGP res para)**

(h) **a description of (RUS)** any assumptions **[**~~and]~~ **(ZAF/AFR keep) [**on**] (ZAF/AFR del)** how they are being addressed, and assessment of their implications to the Environmental Risk Assessment findings; **(RUS move h just before d) (ZAF/AFR merging with g bis)**

(i) a **description of findings of (RUS)** preliminary impact analysis which categorizes the important issues into high-risk, medium-risk and low-risk for the Environmental Impact Assessment to address and evaluates the need for further information, taking into account the Environmental Risk Assessment; ~~[~~which includes;

(i) ~~(i)~~ the identification of potential hazards;

(ii) ~~(ii)~~ the environmental consequence for each identified potential impact(s) (the magnitude of the impact(s), the duration of the impacts, **whether immediate or deferred (FRA)** and the receptor characteristics), and the likelihood of the consequence occurring;

(iii) a description of the cumulative effects of the project, combined with other authorized, [~~anticipated, or expected~~] activities~~,~~ and actions, or natural phenomena;

(iv) the confidence levels of experts, in order to account for uncertainty and a precautionary approach; and

(v) a description of the methodology employed in the Environmental Risk Assessment.~~]~~

(j) a~~A~~ preliminary Environmental Risk Assessment;~~,~~

(k) a~~A~~ description of **preliminary Environmental Risk Assessment and its (RUS) [**the**] (RUS del)** results **[**of the Environmental Risk Assessment**] (RUS del)**, including identification of high priority risks for local and regional ecosystem functioning over short and long term, requiring particular focus in the subsequent impact assessment phase of the Environmental Impact Assessment; **(RUS merge j and k)**

[(l) a~~A~~ ~~[preliminary Stakeholder]~~ list [~~[of potentially directly affected][that proactively identifies likely] [[key]]~~ [of relevant] Stakeholders, ~~[~~and States within the scope of regulation 93 bis~~ter]~~ and [~~an indicative~~] schedule and methodology for engagement with ~~[such]~~ [~~key~~] Stakeholder[s] [~~[and]~~ States during~~throughout]~~ the Environmental Impact Assessment [process] ~~[~~and development of the Environmental Impact Statement~~]~~, taking into account ~~[to not to publish~~ privacy concerns related to the publication of~~]~~ personal information of identified Stakeholders;] **(NLD keep original para)**

(l) alt. The preliminary and subsequent consultation list(s) of Stakeholders, Coastal States, and Indigenous Peoples and local communities and schedule and engagement methodology consistent with the applicable standards] throughout the Impact Assessment process, including the scoping process and EIS development], taking into account [provisions of Confidential Information in accordance with regulations 89(4) and 90(1)]. (Oceans North)

(m) a~~A~~ **description of findings (RUS) (Oceans North del)** report of ~~[~~any written~~]~~ **(GER, Oceans North, Pew del)** consultations undertaken during scoping including a matrix that identifies stakeholder concerns or suggestions, the contractor reply, and explanation of its inclusion in the scope of the project (Oceans North);~~,~~

(n) a~~A~~ **description of findings of (RUS)** consideration of reasonable alternative means of carrying out the project that will be examined in detail ~~[as in]~~ the Environmental Impact Assessment ~~[proceeds]~~, including a no-action alternative, and any others that have ~~[not]~~ been ~~[not]~~ carried forward for further analysis at this stage, and the reasons for that selection;~~,~~

(n) bis an explanation for how the activities and studies planned for the Environmental Impact Assessment will be sufficient to determine likely environmental impacts, and sufficient to propose **avoidance (FRA)** Mitigation and management strategies and monitoring methodology; and

(o) a~~A~~ ~~draft~~ ~~T~~terms of ~~R~~reference for the Environmental Impact Assessment, which identifies the activities and studies planned for the ~~[~~subsequent impact assessment stage of the~~]~~ Environmental Impact Assessment~~[, and any additional baseline data that will be required]~~;

~~(p) An explanation for how the activities and studies planned for the Environmental Impact Assessment will be sufficient to determine likely environmental impacts, and to propose Mitigation and management strategies and monitoring methodology~~; and~~,~~

~~(q) A note describing and explaining any divergence from [relevant~~ applicable Standards or ~~[ISA] Guidelines~~ [of the Authority]~~.~~

Rev.3 – Group Submission (Intersessional Working Group on Underwater Cultural Heritage, facilitated by Micronesia, Greece and Brazil)

The word "sites" in para (c) and the word "sacred" in para (g) have been suggested deleted, based on the submission of the IWG on UCH.

Annex IV

Environmental Impact Statement

Comments

- One delegation requested that the ref. to "*based on data from, as a general rule, a minimum of 15 years of monitoring*" in subpara 1(b) was re-instated.
- One delegation has proposed minor amendments to subpara (b) in Section 1 (Preparation of an EIA), while several delegations – including a joint proposal on Test Mining – have made suggestions to amend (remove square brackets) in para 3.11 on "*Methodology for Description of the Marine Environment and Assessment of Environmental Impacts and Environmental Effects*".
- One delegation noted that the new inserted para "9. Bis" on "Waste management" needs to be clarified regarding what the term encompasses and how it interacts/overlaps with the International Maritime Organization's MARPOL Convention (the International Convention for the Prevention of Pollution from Ships), in particular Annex V of MARPOL.
- In that same para, the first line reads: "A description outline of waste management." This seems to be an alternative headline, wherefore it has been placed as such.
- One delegation also noted that the proposed deletion in para 14 on "*Glossary and abbreviations*" will leave an incomplete sentence. This has been sought amended by re-including a previous part of the deleted text. For Council to decide.
- It is noted that para 3 and para 8 still have two ALT wordings for Council to decide upon. Also, para 10 has several proposed sub-paras with no content as such.

1. Preparation of an Environmental Impact Statement

The Environmental Impact Statement prepared under these Regulations and the present Annex shall, [~~[~~but not limited to, entail the following elements~~]~~:

(a) Be prepared in clear language and in an official language of the Authority together with an English-language version [, where applicable] **(GBR del)**;

(b) Provide information [~~[~~based on data from, as a general rule, a minimum of 15 years of monitoring,~~]~~] **(RUS, NOR, BGD, JPN, TON del) (GBR res)** in accordance with these Regulations~~,~~ and **standards (RUS)** [~~[taking into account]~~] consistent with the applicable ~~r~~Regional ~~e~~Environmental ~~m~~Management ~~p~~Plan, [Standards] **(RUS del)** and **taking into consideration (RUS, ARG)** Guidelines, corresponding to the scale and potential magnitude of the activities, to assess the likely **Environmental Impacts and (RUS, GBR)** Environmental Effects of the proposed activities. Such effects shall be discussed in proportion to their significance. Where an applicant or Contractor

considers an **Environmental Impact or (RUS, GBR)** Environmental Effect to be of no significance, there should be sufficient information to substantiate such conclusion, or a brief discussion as to why further research is not warranted; and

b bis Provide information based on sufficient temporal data to … an assessment of the variability in accordance with these Regulations and consistent with the applicable Regional Environmental Management Plan, Standards and Guidelines, corresponding to the scale and potential magnitude of the activities, to assess the likely Environmental Impacts and Environmental Effects of the proposed activities. Such effects shall be discussed in proportion to their significance. Where an applicant or Contractor considers an Environmental Impact or Environmental Effect to be of no significance, there should be sufficient information to substantiate such conclusion, or a brief discussion as to why further research is not warranted (GBR)

(c) Include a non-technical summary of the main conclusions and information provided to facilitate understanding of the nature of the activity by Stakeholders.

[~~(d) Be **independently (Pew, Dosi)** peer reviewed by competent independent experts, before submission and include a description of the experts, their qualifications, and the results of their review.~~] **(Pew, Dosi, Maui keep para)**

2. Template for Environmental Impact Statement

The required contents and recommended format for an Environmental Impact Statement is outlined below. It is intended to provide the Authority, its member States and other Stakeholders with ~~unambiguous~~ clear documentation of the potential **Environmental Impacts and (RUS, GBR)** Environmental Effects based on the Best Available Scientific Evidence, Best Environmental Practices, and Best Available Techniques, and Good Industry Practice on which the Authority can base its decision, and any subsequent approval that may be granted. Further detail for each section is provided following the overview.

This document is a template and does not provide details of further (Oceans North) methodology or further topics identified during the scoping process or (Oceans North) thresholds that may be resource- and site-specific. The process of tailoring the template to the resource and site-specific requirements will be developed in accordance with the appropriate consultation standards. (Oceans North) These methodologies and thresholds may also change over time in according to, for example, development of new technologies, new scientific data or new knowledge, and will be developed as Standards and Guidelines to support these Regulations.

[Table of content to be inserted]

Executive summary

[One of the main objectives of] **(GBR del)** the executive summary is to provide an overview of the project and a summary of the content of the Environmental Impact Statement for non-technical readers. ~~Information provided in the executive summary should include:~~

~~(a) A description of the proposed project, its objectives, if any, a description of alternatives analysed, and a justification of the alternative chosen;~~

~~(a) bis. A description of alternatives analysed;~~

~~(b) Anticipated Economic, financial and other benefits to be derived from the project, and the beneficiaries for each~~, [including humankind]~~;~~

~~(c) A description of anticipated and cumulative, risks and impacts of the activity, as assessed by experts, (including, but not limited to, oceanographic, geological, biological, socioeconomic and sociocultural) including the expected spatial extent and duration of impacts and cumulative impacts in relation to the identified baselines, and the expected recovery rates of the system to its original state;~~

~~(d) Measures to minimize and Mitigate anticipated and Cumulative Environmental Impacts, support recovery of the Marine Environment from impacts,] and a description of any anticipated and cumulative residual impacts, that may occur despite Mitigation, noting how the Mitigation hierarchy is being employed in assessing impacts;~~

~~(d bis) A description of any residual impacts;~~

~~(d ter) Expected recovery rate of the Marine Environment impacted;~~

~~(e) Linkages with development of the Environmental Monitoring and Management Plan and the Closure Plan; and~~

~~(f) Consultation undertaken with other parties and Stakeholders.~~

1. Introduction

The purpose of the Introduction section is to set the scene for the Environmental Impact Assessment. This section should contain enough detail for a reader to form an overall impression of the proposed project and how it has developed and understand how the Environmental Impact Assessment is structured. As this section mainly provides a 'roadmap' to more detailed material in the Environmental Impact Assessment, it may be relatively short.

[~~1.1. Background~~

~~Summarize briefly the project being proposed, including all main activities and locations.~~

~~1.2. Project viability~~

~~Provide information on the viability of the proposed development, its economic context and why the project is needed.~~

~~Provide understanding of the policy on alternatives being followed by the applicant. The determination of project viability may include a summary of feasibility investigations related to geophysical, engineering, geotechnical, oceanographic, biological and other components of project operations.~~

~~1.3. Project history~~

~~Summarize briefly the work undertaken up to the date the Environmental Impact Statement was finalized and ready to be submitted to the Authority. This should include a brief description of the resource discovery, the Exploration undertaken, depth zones, and any component/ system testing conducted to date. The time, location, and parties involved in Exploration work should be included. For the component/ system testing, provide a brief description of activities here. If applicable, include any report(s) related to results of component/system testing and Test Mining studies including any monitoring and assessment of the Environmental Impacts in an appendix.~~

~~1.4. Project proponent~~

~~Summarize the credentials of the proponent, including major shareholders, other contracts or licences held (including in other jurisdictions), previous and existing contracts with the Authority The proponent's technological and environmental expertise, capacity and financial resources should be outlined, and the proponent's environmental record for this work and any previous comparable works should be summarised as well as how they intend to support commitments made elsewhere in the application.~~

~~1.5. This report~~

~~This section should constitute a guide for users of the Environmental Impact Statement on how to effectively use the information contained in the Environmental Impact Statement.~~

~~1.5.1. Scope~~

~~Provide detail as to what is and is not included, and which risks have been prioritised and which received less emphasis, in this Environmental Impact Statement, based on the Scoping Report and previous feedback from the Authority and Stakeholders. Link to other supporting information.~~

~~1.5.2. Report structure~~

~~This subsection should refer to the prescribed structure of the template but should also indicate where to find information that is not obvious from the table of contents, for example in cases where the Environmental Impact Statement relates to a larger~~

~~project covering several Mining Areas within the Contract Area or for an Environmental Impact Statement that contains a large volume of information (especially multiple volumes). Authorship should be provided for chapters.~~

~~1.5.3. Consultation overview~~]

~~Provide overview of mandatory, as well as any voluntary stakeholder consultation processes and consultations.~~

2. Policy, legal and administrative context

Provide information on the relevant policies, legislation, agreements, Standards and Guidelines that are applicable to the proposed Exploitation activities ~~mining operation~~ .

[~~2.1. Applicable national and international legislation policies and procedures~~

~~Outline the national and international legislation, procedures and policies, for example those adopted in accordance with article 209 of the Convention to prevent, reduce and control pollution of the Marine Environment, including the coastline, from activities in the Area, as well as applicable~~ r~~Rules, regulations~~ and~~,~~ p~~Procedures~~ of the Authority~~,~~ applicable S~~standards and~~ taking into consideration ~~Guidelines and the~~ relevant ~~Regional Environmental Management Plan of the Authority, that is applicable to the proposed~~ Exploitation activities ~~mining operation in the Area, including any guidance provided for implementation and how the proposed operation will comply with them.~~

~~2.2. Other applicable national legislation, policies and regulations~~

~~Outline any other legislation, policies, regulations or Sustainable Development Bills that do not necessarily apply specifically to seabed mining or the environment, but may be relevant to the proposal (e.g., shipping regulations, maritime declarations, flag State laws, climate. This section should also refer to national regulations and laws that relate to the effects of Exploitation activities on coastal States, [or other places where components of Exploitation (e.g., processing) could occur].~~

~~2.3. Applicable international and regional agreements~~

~~In addition to the United Nations Convention on the Law of the Sea and the 1994 Agreement relating to the Implementation of Part XI of the Convention, list the international and regional agreements applicable to the operation, (whether directly or via incorporation into domestic laws cited in section 2.2 above), such as relevant conventions, including Annexes and Guidelines, of the International Maritime Organization related to Protection of the environment, biodiversity and safety. These include the International Convention for the Safety of Life at Sea (SOLAS), the International Convention for the Prevention of Pollution from Ships (MARPOL), the~~

~~Ballast Water Management Convention (BWMC), the International Convention on the Control of Harmful Anti-fouling Systems on Ships and the 1996 Protocol thereof and the Convention on Biological Diversity and the Convention on Migratory Species of Wild Animals and the international legally binding instrument under the United Nations Convention on the Law of the Sea on the conservation and sustainable use of marine biological diversity of areas beyond national jurisdiction (BBNJ); and describe how the proposed operation will comply with them.~~

~~2.4. Other applicable standards, principles and Guidelines~~

~~Discuss applicable standards and Guidelines, including those mandated by the source(s) of funding for the operations, that will be adhered to or aligned with throughout the operation, such as those of the Authority not already included in section 2.1, the Equator Principles, the Environmental Management Standards of the International Organization for Standardization, the Code for Environmental Management of Marine Mining of the International Marine Minerals Society, the Performance Standards on Environmental and Social Sustainability of the International Finance Corporation and the Standards of the Extractive Industries Transparency Initiative.~~

~~2.5. National Processes related to Sponsoring State permits~~

~~Describe any national processes followed and permits received from the Sponsoring State in relation to the Environmental Impact Assessment.~~

~~[2.6Ecologically and/or Biologically Significant Areas (EBSAs) and Area-based management tools~~

~~Describe any relevant area-based designation and/or management tools established under subregional, regional or global processes and the scope, geographical coverage, supporting data, and objectives of such tools. Also describe any relevant area-based designation and/or management tools in adjacent areas under national jurisdiction.]~~

3. Description of the proposed project

Provide details of the proposed project and the area of influence of the project or Impact Area, including relevant diagrams and drawings**[.] (RUS del) [**It is understood that most projects will likely involve the recovery of Minerals from the Area, with the concentrating process(es) occurring on land within a national jurisdiction (outside the jurisdiction of the Authority). While this section should provide a description of the entire project, including offshore and land-based components, the Environmental Impact Statement should**] (RUS move to Standard)** focus**ed (RUS)** on those activities occurring within the Authority's jurisdiction (e.g., activities related to the recovery of the Minerals from the Area up to the point of transshipment).

~~Details to be provided under this section should include the headings listed below.~~

[Details of the proposed project should include the location and associated activities, Resources, project components (which includes project scale, mining equipment, transport and materials handling and on-site- processing), commissioning, construction and operating standards (which includes design codes, health and safety and workforce description), [decommissioning and] **[GBR del when "closure" is used]** closure, other alternatives considered, environmental management measures to Mitigate impact and a development timetable.] **(RUS, BGD del)**

[ALT: Details of the proposed project should include: (RUS,GBR, BGD keep)

(a) the location and associated activities;

(b) mineral (RUS, BGD) resources;

(c) project components including project scale, mining equipment, transport and materials handling and on-site-processing;

(d) commissioning including construction, operating standards, design codes, health and safety, and workforce description;

(e) [decommissioning and] (GBR del) (BGD keep) closure;

(f) environmental management measures to Mitigate impacts and effects (RUS);

(g) a development timetable; and

(h) other alternatives considered.]

[~~3.1. Project area definition~~

~~3.1.1. Location~~

~~Include coordinates of the project area, detailed location maps (drawn to scale), showing the relevant sites proposed as Contract Area and Mining Area and any other features that can be usefully marked upon the map at the time of application, including the locations of Iimpact Rreference Zzones and Ppreservation Rreference Zzones as well as locations of other nearby contract areas or known seabed infrastructure. Provide general location of the project on a regional map.~~

~~[Provide a map (drawn to scale), and list the coordinates detailing the location of the project area, with the proposed Contract Area, the sequence of areas planned to be mined (Mined Areas), the Impact Reference Zones (IRZ) and Preservation Reference Zones (PRZ) for each Mined Area, and the presumed impact zones covering the benthic and pelagic extent of sediment plumes created by the Exploitation activities. Add any other features that can be usefully marked upon the map at the time of application, including the locations of other nearby contract areas or known seabed infrastructure. Provide general location of the project on a regional map.]~~

~~The map should indicate Areas of Particular Environmental Interest, Sites/Areas in Need of Protection, or other sites designated for particular status under the rules, regulations, procedures of the Authority, applicable Standards and taking into consideration Guidelines, or relevant Regional Environmental Management Plans of the Authority, [as well as area based designations. This may also include sites] of other~~

~~competent authorities, as well as information on any other known conservation or spatial measures and other uses of the Marine Environment (e.g. submarine cables and pipelines, long-standing scientific research sites and established fishing areas) in the vicinity of the project area. The map shall also identify the nearest coastal States and States that may be affected by Exploitation activities, and any adjacent [ISA] contract sites. This map may be the same as the map supplied in Annex 1 Section II.~~

~~3.1.2. Associated activities~~

~~Describe the supporting activities and infrastructure required (e.g., transportation corridors, ports for disembarkation of vessels, ports for unloading of ore that are outside the direct mining site, anchoring areas for vessels and machinery).~~

~~3.2. Mineral resource~~

~~Provide details of the type of resource proposed for extraction (e.g. sea floor massive sulphides, polymetallic nodules, ferromanganese crusts), the type, size, shape, tonnage, volume grade and distribution pattern of the Mineral deposits. Estimates of the inferred indicated resource should be provided on the basis of the international CRIRSCO reporting template or national accepted codes (NI 43-101, JORC Code) and the official ISA Mineral classification~~ of the Authority ~~(PMN, PMS and CFC).~~

~~3.3. Project components~~

~~Provide background information on the proposal and the technologies and equipment to be employed, and include the subsections set out below.~~

~~3.3.1. Project scale~~

~~Provide an overview of the spatial (horizontal and vertical) and temporal (seasonal and annual) scales of the~~ Exploitation activities ~~mining operation, including volumes, depth of penetration into the seabed. Provide an overview of physical, chemical, geological and oceanographic properties of material to be recovered, dewatered and deposited or discharged into the water column or back to the seabed, and the target depth range for any such discharge~~, [in accordance with the applicable Standards and Guidelines]~~. This should include an account of the~~ [residual] ~~area to be directly impacted over time, including the water column and seafloor beyond the Contract Area, if applicable, as well as the likely extent of any secondary impacts (e.g., sediment plumes, noise, light), which will be discussed in greater detail later.~~

~~3.3.2. Mining Equipment~~

~~Describe any equipment expected to [be used] [qualify as Best Available Technology] for mining and support operations (e.g., mining vessels/platforms, supply vessels, barges), including the anticipated frequency of vessel movements for these activities. Also, including a description of any specific technologies developed to reduce impacts should be included.~~

~~Provide details of methodologies of exploitation (drilling, dredging, excavating, disposing of waste, constructing and operating or maintaining Installations, pipelines and other devices) and give specifications of the technologies to be employed in relation to Best Environmental Practice, including relevant diagrams and drawings, that address: the Mining Workplan, timelines and the general mining sequence, the technologies to be~~ engaged ~~employed~~ in Exploitation activities ~~to recover the resource from the seabed, the depth of penetration into the seabed the specific technologies developed to reduce the direct impact of Exploitation activities (e.g. noise, light, plumes) and other details of the Exploitation activities subsea and on the surface. Describe the energy requirements of the requisite machinery.~~

~~3.3.3. Transport and materials handling~~

~~Provide a description of all methods to be used to transport the Mineral-bearing ore, including from the sea floor to the surface~~ [and how it relates~~in relation~~] ~~to Best Environmental Practice, and any methods related to the trans-shipment of the Mineral-bearing ore, including transfers at sea.~~ [~~Describe the energy requirements of the requisite machinery.~~] ~~Also,~~ [~~include~~] ~~a description of any~~ [~~measures andspecific~~] ~~technologies developed to~~ [~~avoid,~~] ~~reduce~~ [~~and Mitigate~~] ~~impacts~~ [~~anywhereshould be included~~[~~, highlighting at which levels,~~] ~~in the water column (~~[~~e.g.~~] ~~generation of plume at the seafloor, turbidity in the water column, addition of bottom sediments to the surface waters)~~ [~~resulting impacts to the marine ecosystem, may be mitigated~~] ~~during the different phases for collection, separation, lifting, transportation, processing, and discharge of effluents.~~

~~3.3.4. On-site processing~~

~~Provide a detailed description of the plan for processing of the mineralized material that will occur within or above the Area~~ [~~and how it relatesin relation~~] ~~to Best Environmental Practice, including water column activities (such as riser pipe transfer) and shipboard processing. Include a description of any methods to be used on the sea floor to separate the mineralized material from surrounding sediment and/or rock, as well as any dewatering and separation of the mineralized material at the surface.~~

~~This section should also cover any disposal of seawater~~[~~/fines~~] ~~and include the spatial layout of the activities over time which will provide a comprehensive map of the disturbance area from which to assess harm to the Marine Environment.~~

~~Include a description of the waste management, transport, disposal and discharge of sediment, wastes or other effluents into the Marine Environment and the disposal of waste from general ship operations, including the specific technologies and methods to be adopted to reduce harmful impacts of such disposal to the Marine Environment. The description should acknowledge respective~~ [~~ISA~~] ~~Standards and Guidelines~~ [of the Authority] ~~as well as other applicable legal frameworks. Describe the management of shipboard wastes to be transported to shore-based disposal facilities, including the handling and management of hazardous materials should also be described, together with a description of the nature of such material and its transportation, storage and disposal.~~ [~~Describe the energy requirements of the requisite machinery.~~] ~~Also, a description of any specific technologies developed to reduce impacts should be included.~~

~~3.4. Commissioning~~

~~Describe the pre-production activities that will take place with regard to the establishment and set-up of the site for Exploitation activitiesmining operations. The management of this process (such as the establishment of safety zones around vessels) should also be described.~~

~~3.5. Construction and operating standards~~

~~Outline the design codes or certification standards to which the equipment will be or has been built, as well as the operating standards that will be applied to Exploitation activitiesmining operations, including [any relevantthose for] Best Available Technology and Best Environmental Practice [guidance] issued by the [ISA] [Authority]. This section should include subsections such as those set out below.~~

~~3.5.1. Design codes~~

~~3.5.2. Health and safety~~

~~3.5.3. Workforce description~~

~~This section should also outline capacity-building objectives and commitments.~~

~~3.6. Decommissioning and Cclosure~~

~~Describe the steps that will occur when the Exploitation activitiesmining operation areis completed or in the event of an emergency, including the Decommissioning and removal of offshore infrastructure or the temporary suspension of Exploitation activities, under a Closure Plan.~~

~~3.7. Other alternatives considered~~

~~Provide an account of alternative options that were rigorously explored and objectively evaluated, including a no-action alternative, that were considered and rejected in favour of the current proposal with justification as to why the alternatives were rejected. Aspects should include the selection of the mine site, mine production scenarios, equipment design and engineering decisions, including technologies selected to reduce the direct impact of Exploitation activities, Environmental Impacts, financial feasibility, transport and materials handling, shipboard processing and stakeholder support. A no-mining scenario must be included.~~

~~3.8 Environmental management measures to Mitigate impact~~

~~Provide a summary description of~~ [the sufficiency of information on environmental management measures and] [~~reasonable~~] ~~measures taken to~~ [avoid, reduce and] ~~Mitigate adverse impacts to the physical, chemical, geological, biological, socioeconomic, and sociocultural environment~~, [while developing the project]~~.~~

~~3.9. Development timetable (detailed schedule)~~]

~~Provide a description of the overall timetable, from initiation and equipment construction through the implementation of the mining programme, through to the Decommissioning and closure of operations. The description should include the major phases of the operation as well as the milestone dates on which relevant tasks are expected to be completed. Information on the development timetable provided under this section should clearly communicate the different phases in the development proposal. For reasons of clarity, a flow chart or a Gantt or PERT (Programme Evaluation and Review Technique) chart should be used where appropriate. Information provided in this section should include the following:~~

~~(a) The funding arrangement for the proposed activity, or whether the availability of funds is subject to this or other approvals being granted;~~

~~(a) bis Timing of expected regulatory approvals;~~

~~(b) Pre-construction activities including the development and testing of mining equipment, operations and systems in situ (if applicable);~~

~~(c) A construction schedule and staging timetable;~~

~~(d) An infrastructure development schedule;~~

~~(e) A monitoring schedule (during and after operations); and~~

~~(f) A Cclosure schedule.~~

~~Whether the availability of funds is subject to approvals should be noted on the timetable.~~

3.10. Summary of Scoping results, including of the risk assessment process

Provide a brief overview of the results of the scoping exercise including with regard to the sufficiency of the scientific baseline data collected during Exploration ~~[~~or through other means~~]~~ to support a robust Environmental Impact Assessment.

3.11. Methodology for Description of the Marine Environment and Assessment of Environmental Impacts and Environmental Effects

~~[~~Provide a description of Methodologies, for collecting and analyzing baseline and "Test Mining" data and assessing the potential Environmental Impact and Environmental Effects from the proposed operations and alternatives considered.~~]~~

Methodological approaches should be consistent with [~~established community standards~~ Best Available Techniques]. In the case that novel sampling techniques, new technology, or sampling designs are employed, particularly detailed methodology and justification should be provided in this section.

[~~3.12. Studies completed~~ (GBR keep, add to Standard)

~~Describe any prior research/Exploration that could provide relevant information for this Environmental Impact Statement and future activities. These studies should be detailed in the appendices.~~

~~3.13. Methodology for Collecting Baseline Data~~ (GBR keep, add to Standard)

~~For each of the baseline descriptions of the Marine Environment in sections 4 [and 5 and socioeconomic and sociocultural environment in section 6], describe the methodology for collecting and analysing baseline data, including:~~

- ~~(a) spatial and temporal extent of sampling;~~
- ~~(a) spatial and temporal frequency of sampling;~~
- ~~(a) gear used for sampling and any modifications or calibrations conducted to the gear;~~
- ~~(a) results of power analysis;~~
- ~~(a) limitations of sampling and how this may impact certainty of impact assessments; and~~
- ~~(a) any cooperation with other research programmes in the Area, such as with the ISA, States, other Contractors, or non-governmental organizations.~~

~~Highlight any deviations from baseline data collection requirements provided in relevant Standards and Guidelines, and the Regional Environmental Management Plan, and provide a rationale for those deviations.~~

~~Assess the sufficiency of baseline data collected and compiled in view of the aim to establish mining-related environmental change in relation to natural variability.~~

~~Raw baseline data [and computer code[, with sufficient metadata and code comments,] used to analyse and provide a description of the Marine Environment shall be included in the Annexes of the Environmental Impact Statement or, if the data [has and/or code have] been previously submitted to the Authority, the applicant may provide a link to the Authority's database where the data [is and/or code are] stored or other location where such information has been made available online.~~

~~3.14. Methodology for Summarizing Baseline Data~~

~~Provide a description of the methodology used to summarize baseline data collected. This shall include:~~

~~(a) description and justification of transformations performed to the data and analyses used to summarize the data;~~

~~(b) a list of program(s) used to analysze results;~~

~~(c)I a list of methods to determine species identification and life history; and~~

~~(d) any limitations associated with the results of the analysis.~~

3.15. Methodology for Assessment of potential Environmental Impacts and Environmental Effects to the Marine Environment]

For each assessment of potential Environmental Impacts and Environmental Effects in sections 7 and 8 and socioeconomic [and sociocultural] environment in section 9, describe the methodology used to assess impacts and Environmental Effects from proposed operations and alternatives considered in section 3.7. in line with the applicable regulations and Sstandards and taking into consideration account the applicable Gguidelines.

Data [and], predictive models, [and computer code] used to analyse and provide a description of the Marine Environment shall be included in the Annexures to the Environmental Impact Statement or, if the data [and/or], model, [and/or code] has been previously submitted to the Authority, other location where such information has been made available online. Each description of methodology used to assess impacts shall include:

(a) a description and justification of analyses and models used to summarize the data; and
(b) any limitations associated with the analysis or results.

[In accordance with regulation 47quater, where predictive models have been used these shall be reviewed by competent independent experts and the relevant review reports shall be provided as annexures to the Environmental Impact Statement.]

4. Description of the existing [oceanographic,] (RUS, BGD keep) [geological, and atmospheric (RUS) [physiochemical] (RUS del) and [geological] (RUS del)] (BGD del) environment

Give a detailed account of [knowledge of] the oceanographic (physical, chemical) (RUS),[and] (RUS del) geological[)] (RUS del) [and meteorological [(including [air quality parameters (RUS) [air quantity] (RUS, BGD del)) environmental] conditions [and [implications] (BGD del) impacts (BGD) of climate change and ocean acidification (FSM, DOSI) on such conditions as a regional overview] at each [m]Mining [site] (RUS del) Area (RUS), [the expected total](RUS del) and Impact Area as well as [the Impact and Preservation] Reference Zones [(PRZs)], which should include information from a thorough literature review as well as from on-site studies in accordance with the Regulations and applicable Standard and taking into account the relevant Guidelines to be specified. The Guidelines on baseline data collection as updated from time to time by the Commission, shall guide the drafting of this section by providing information on the minimum amount of detail required for an acceptable baseline description. The account will provide the baseline description of the oceanographic, geological and atmospheric (RUS) conditions, [including physical, chemical and geological oceanographic setting,] (RUS del) including [its] (RUS del) their (RUS) spatial and temporal variability and temporal trends [conditions], against which impacts will be measured and assessed. The detail in this section is based on the prior e[Environmental rRisk aAssessment] (GBR del) Scoping Assessment (GBR) carried out in accordance with the respective sStandard and taking into account the Guidelines, that will have identified the main impacts, and thus the priority elements that need to be considered and assessed in the Environmental Impact Assessment.

[4.1. Key messages

Provide an overview of key content (this information can be provided in a box that contains up to 6 bullet points on either the main aspects covered or the main findings).

4.2. Regional overview

Describe the general baseline environmental conditions [and expected trends and variability] of the site and Impact Area, in accordance with the Standards and taking into consideration Guidelines on baseline data collection, including but not limited to the physical, chemical and geological oceanographic setting within a broader regional context and taking into account the applicable Regional Environmental Management Plan. This should be a brief section that includes a map. A more detailed site-specific and Impact Area description will be provided in accordance with the sections below.

4.3. Studies completed

Describe any prior research/Exploration studies (including methods used for completing the studies based on Best Available [Science using Best Available] Techniques that could provide relevant information for this Environmental Impact Statement. This research should be detailed in the appendices [and/]or in reports attached to the appendices. [The environmental baseline data collected for the Authority, as outlined in exploration contract conditions, should accompany the Environmental Impact Statement.] (Confirm for deletion)

4.4. Meteorology and air quality

Provide a general Characterization of the local meteorology (e.g., wind directions and speeds, seasonal and interannual patterns and variability). Provide description of air quality, including chemical characteristics. This section may be most relevant to surface operations and the general risk assessment.

4.5. Geological properties and habitat classification

Provide a baseline description of the nature and extent of the Mineral resource and bedrock within a broader geological context. Describe the geological petrographic and geomorphological setting of the mining sites, the Impact Areas, and the designated [Impact and] pPreservation rReference zZones [(PRZs)] including sea floor mapping (bathymetry and backscatter), high resolution sub-bottom profiling, and sedimentation rates, and refer to submarine features such as hydrothermal vents, seamounts abyssal hills and canyons as appropriate.

Provide habitat classification using an appropriate system as prescribed in the applicablerelevant Standard, [and] taking into consideration the Regional Environmental Management Plan.

~~4.6. Oceanographic setting~~

~~Provide a description of oceanographic aspects including but not limited to thermohaline conditions, optical properties and turbidity, surface, [mid-]water-[column] and bottom currents regime, tides, waves, turbulence, and oceanographic fronts, eddies and climate change projections, including spatial variation at and above the site. Seasonal and longer-term variability is an important element. Detail is required on the regional setting, as well as the specific mining site and Impact Area, and the designated [Impact and] Preservation Reference Zones [(PRZs)], and should include changes in physical conditions and processes according to depth and horizontal distance from the proposed mine site to boundaries of the Impact Area. For activities conducted in areas of seamount chains, hydrothermal vent fields, trenches and canyons or other areas with complex bathymetry, oceanographic currents will be influence by topographic forcing and will require a more detailed oceanographic assessment, including targeted sampling programs, to determine the Impact Area. Climate change projections should also be included.~~

~~4.7. Chemical oceanographic setting~~

~~Provide a description of water mass characteristics at the mining sites, the Impact Areas, and the designated [Impact and] Preservation Reference Zones [(PRZs)] and above the sites at various depths of the water column, including the structure and development of the oxygen minimum zone in particular near the sea floor (up to 200m above bottom), that includes nutrients, particle loads, temperature and dissolved gas profiles, vent-fluid characteristics if applicable, turbidity, etc.~~

~~Provide a description of chemical oceanographic properties at the mining sites, the Impact Areas, and the designated [Impact and] Preservation Reference Zones [(PRZs)], throughout the water column and horizontally from the proposed mine site, that includes nutrients, particle loads, temperature, oxygen, salinity, density, particulate and dissolved organic matter, pH, chemical composition, including, but not limited to, concentrations of trace metals, dissolved gas profiles, depth range and characteristics of oxygen minimum zone, redox regimes, carbonate saturation, hydrocarbon and spatial (horizontal and vertical) and temporal (seasonal and interannual) variability of these properties, and vent-fluid characteristics if applicable.~~

~~4.8. Seabed substrate and sub-seabed characteristics~~

~~Provide a description of seabed substrate and sub-seabed composition (to benthic subsurface layers) of the wider mine sites, the Impact Areas, and the designated [Impact and] Preservation Reference Zones [(PRZs)], including, but not limited to, physical, chemical, geological and oceanographic properties, specific gravity, bulk density, sediment composition, physical and chemical composition of pore-water and pore-water profiles, grain size, mineralogy sediment mechanics, dissolved and particulate organic and inorganic carbon, nutrients, carbonates, redox regimes, and spatial (horizontal and vertical) and temporal (seasonal and interannual) variability in these characteristics). Substrate composition shall be described to a depth below the seafloor prescribed in the~~

[relevant] Standard on Baseline Information and taking into consideration [the applicable]-[as indicated in] the Regional Environmental Management Plan.

4.8. bis. Rare or sensitive habitats

Identify and describe the physical and chemical characteristics of rare or sensitive habitats in line with the respective international guidelines (FAO 2009, Azores Criteria 2010) and policy decisions (inter alia from UN and, CBD …) onsuch as hydrothermal vents, ridges, seamounts, as well as oceanographic fronts or eddies, abyss hills and canyons and other geological and oceanographic features.

4.9. Natural hazards

Provide a description and trend analysis of variation related to applicable potential natural hazards for the site, including, but not limited to, volcanism, seismic activity, cyclone/hurricane, tsunamis, climate related oceanographic changes and variability, slides, slumps, etc. and how these may develop in future, e.g. as a consequence of climate change.

4.10. Noise and light

Provide a description of local ambient noise and light at the seabed, throughout the water column and at the surface, including, but not limited to, light intensity, backscatter, and attenuation, bioluminescence, and spatial (horizontal and vertical) and temporal (seasonal and interannual) variability in these characteristics, indicating pertinence to fauna where known.

4.11. Greenhouse gas emissions

Provide a description and quantification of the level of gas and fluid emissions from anthropogenic activities [related to the proposed Exploitation activities in the proposed Mining Area in the Area], as well as those affecting sea floor and water column chemistry.

4.12. Climate Change

Description of the expected changes in physical and chemical oceanographic conditions and processes in the broader area of the mine site due to climate change.

4.13. Summary of the existing physicochemical environment]

Summarize key findings and include notes on special considerations for rare or sensitive habitats, hydrothermal vents, ridges, seamounts and oceanographic fronts or eddies, abyss hills, fracture zones and canyons and other geological and oceanographic features described in this section. It is anticipated that this summary will be up to one page and be more extensive than the key messages section.

5. Description of the existing biological environment

Give a detailed account of knowledge of the [existing biological environment, including] biological properties, biological communities' composition and structure and ecosystems including their functions that could be impacted by proposed activities as a regional overview, in the proposed [m]Mining– Areas (RUS) [sites] (RUS del) and Impact Areas, and the designated [Impact and] Preservation Reference Zones (PRZs), including information from a thorough literature review and baseline data collected from on-site campaigns, in accordance with the Regulations and applicable Standards and taking into consideration account the relevant Guidelines. The description of the site should be divided by depth regime (surface, midwater from 200m depth to 50m above bottom and benthic including benthopelagic, where appropriate) or otherwise as indicated in the relevant Regional Environmental Management Plan and provide a description of the various biological components and communities that are present in or utilize the area. The Standard on baseline environmental data collection shall guide the drafting of this section by providing information on the minimum amount of detail required for an acceptable baseline description. The detail in this section is expected to be based on a prior [Environmental Risk Assessment] (GBR del) Scoping Assessment (GBR that identified, and thus the elements that need to be measured and assessed in the Environmental Impact Assessment.](GBR keep)

[5.1. Key messages

Provide key messages (overview of main findings, covered in six or fewer bullet points).

5.2. Regional overview

Provide regional context for the baseline environmental conditions [and expected trends and variability]of the mining site and Impact Areas, and the designated [Impact and] Preservation Reference Zones [(PRZs)], including but not limited to the general biological setting, [taking into account] in accordance with the applicable Regional Environmental Management Plan. This should be a brief section that includes a habitat classification map. A more detailed description of the mining site, the [Impact and] Preservation Reference Zones [(PRZs)] and Impact Area description will be provided in accordance with the sections below.

5.3. Studies completed

Describe any prior research/Exploration studies (including methods used for completing the studies based on Best Available [Science using Best Available Techniques] that could provide relevant information for this Environmental Impact Statement and future activity. This research should be detailed in the appendices [and/or in reports], and the environmental reference baseline data collected for the Authority, as outlined in the Exploration contract conditions, should accompany the Environmental Impact Statement.

~~5.4. Biological environment~~

~~Provide a description of biological and ecological properties in the region and the mine site, with special focus on the designated Preservation Reference Zones PRZ and the total mine site and Impact Area, including diversity, abundance, biomass, life history parameters, relevant behaviour, including feeding rates, community level analyses, connectivity, trophic relationships, resilience, ecosystem functions and services as well as seasonality and spatial (horizontal and vertical) and temporal variability. Any work on ecosystem models and appropriate ecosystem indicators, etc., should also be presented here. This section should span the size range from megafauna to microbial communities and shall be guided by the variables given by the Standard for the establishment of baseline environmental data.~~

~~The description of the benthic [and pelagic communities and] ecosystem [with functional relationshipsfauna and its food web] is structured by depth range, as this enables a direct link to the source and location of an impact. For each depth zone, (at least surface, [mid]water [column] and [seafloorbenthic] as below) there should be an inventory [description] of the known taxonomic/ecological groups (e.g., plankton, fish, marine mammals, marine turtles, benthic microbial invertebrates, demersal scavengers), in accordance with the Authority's Guidelines.~~

~~Describe the biological communities and ecosystem functions, structured by depth ranges in accordance with the relevant Standards and taking into~~ consideration ~~account Regional Environmental Management Plans, [which] may encompass:~~

- ~~(a) surface seawater~~
- ~~(a) epipelagic zone (< 200 meters)~~
- ~~(a) mesopelagic zone (200–1000 meters),~~
- ~~(a) bathypelagic zone (1000 – 4000 meters),~~
- ~~(a) abyssopelagic zone (4000 – 6000 meters),~~
- ~~(a) hadalpelagic zone (> 6000 meters),~~
- ~~(a) demersal zone (part of the water column near to and significantly affected by the seabed), and~~
- ~~(a) benthic zone.~~

~~The description should evaluate the temporal and spatial variability in distribution and composition.~~

~~The description should include the size and habitat distributions of the fauna and their life history stages (such as larval and juvenile stages, which differ from the adult stage) as well as trophic pathways. Discussions of species and communities should include considerations of whether they are endemic (restricted to just the site, resource substrate or region) or are known to be rare, threatened or endangered.~~

~~Migratory and highly mobile species should be included where foraging ranges / migration pathways / management units have been noted as overlapping with proposed operations during scoping.~~

~~The climate Mitigation functions and services of the ocean shall also be described (including CO2 update and sequestration, or nutrient cycling).~~

~~5.4.1. Surface~~

~~Describe the biological communities from the surface to a depth of 200 metres, including [microbes] plankton (phytoplankton and zooplankton, microbial plankton and organic matter), micro-nekton, surface/near-surface fish such as tuna, and seabirds, marine turtles and marine mammals. Address factors provided in 5.4, as well as spatial and temporal variability and trends, in distribution and composition.~~

~~5.4.2. [Midwater] [Water Column]~~

~~Describe the pelagic communities and their habitat in the open water from a depth of 200 metres down to 50 metres above the sea floor, and include particulate organic matter, microbes, zooplankton, nekton, mesopelagic, bathypelagic and abyssopelagic fishes and deep-diving mammals.~~ Particular focus should be given to gelatinous and other fragile taxa which may be most vulnerable to sediment loads.] ~~Address factors provided in 5.4, as well as spatial and temporal variability.~~

~~5.4.3. Benthic~~

~~Describe the known benthic microbial, invertebrate and fish communities, including infauna, epifauna, benthopelagic fauna, and demersal fish and scavengers, up to an altitude of [ca.] 50 metres above the sea floor [(or the height of the nepheloid layer)] and at least 5 meters below (into the sediments). This inventory should include considerations of species richness, biodiversity, faunal densities, taxonomic uniqueness, community structures and connectivity, etc. Ecosystem functions, such as bioturbation, habitat and food [supplycreation] and elemental cycling etc. should also be covered in this section. Address factors provided in 5.4, as well as spatial and temporal variability and patchiness.~~

~~5.4.3.bis. Rare or sensitive habitats and species~~

~~Identify and describe the biological characteristics of rare or sensitive habitats and species potentially affected by the planned Exploitation activities. The identification (as in 4.8bis) shall be guided by the respective international guidelines (FAO 2009, Azores Criteria 2010) and policy decisions (UNGA, CBD) and include features such as hydrothermal vents, ridges, seamounts, as well as oceanographic fronts or eddies, abyss hills and canyons and other geological and oceanographic features. Identify any unique, rare and threatened elements and their potential vulnerability to the effects of mining, outline which habitats and communities can be considered representative and their distribution, indicate existence and connectivity to the same habitats and communities outside the mine site and the potential impact zone.]~~

~~[5.4.4Ecosystem/community-level description~~

~~Summarize existing community and ecosystem studies that integrate elements of the above sections. The summary should consider productivity, habitat heterogeneity, food web complexity, carbon and nutrient cycling, benthopelagic coupling, biodiversity, succession, stability, the potential toxicity effects of plumes,~~

~~bioavailability of toxins, trophic relationships, ecosystem functioning, benthic-pelagic couplings, ecosystem connectivity, early life history stages, recruitment and behavioural information. Identify, preserve and distribute to the scientific community any unique, rare and threatened elements, outline which habitats and communities can be considered representative and their distribution, indicate existence and connectivity to the same habitats and communities outside the mine site and the potential impact zone.]~~

~~5.4.4. Alt. Ecosystem and community-level description~~

~~Summarize existing community and ecosystem level studies. This should include integration of connectivity studies (e.g. life history and recruitment research), trophic interactions and the linkages between food energy and contaminants in the food chain (including benthopelagic couplings) and ecosystem functioning / services. Food energy linkages and the complexity of the food web should be included, giving consideration to the impacts that may result from contaminants or other disruptions to the food web. Understanding across depths should be provided. Emphasis might be placed on knowledge of trophic levels, the degree of interaction between benthic and pelagic communities, whether there are specialized predators that could be more vulnerable than generalists, and the complexity of the food web and species interactions, with a view to gaining an idea of the resilience of the system to disturbances. It is important to consider wider community relationships to enable assessments to move beyond community descriptions to incorporate potential changes in ecosystem function.~~ [Identify, preserve and distribute to the scientific community any unique, rare and threatened elements, outline which habitats and communities can be considered representative and their distribution, indicate existence and connectivity to the same habitats and communities outside the mine site and the potential impact zone.] ~~]~~

~~5.5. Summary of the existing biological environment~~

~~Summarize the findings focusing on key ecosystems and species determined above. It is envisaged that this summary will be up to one page in length.~~

~~[5.6 Rare or sensitive habitats and species~~]

~~Identify and describe the biological characteristics of rare or sensitive habitats and species potentially affected by the planned mining operation. The identification (as in 4.8bis) shall be guided by the respective international guidelines (FAO 2009, Azores Criteria 2010) and policy decisions (UNGA, CBD) and include features such as hydrothermal vents, ridges, seamounts, as well as oceanographic fronts or eddies, abyss hills and canyons and other geological and oceanographic features.~~

~~Identify any unique, rare and threatened elements, outline which habitats and communities can be considered representative and their distribution, indicate existence and connectivity to the same habitats and communities outside the mine site and the potential impact zone.]~~

6. Description of the existing human activities, socioeconomic and sociocultural environment

This section should describe the socioeconomic and sociocultural environment aspects [and potential impacts of the project on] (Oceans North del) of the (Oceans North) existing human activities, underwater cultural heritage (Oceans North) and planned uses of the contract (RUS) area for which information is publicly available. This may include consideration of the scale of effects (such as the creation of jobs and estimates of the risk of Environmental Impacts), extent of duration of impacts in time and space, intensity or severity of social impacts and an assessment of whether impacts are likely to be cumulative. It is important to consider the social equity or distribution of impacts across different populations: in other words, which groups are likely to be affected in which ways.

DOSI keep reference to UCH in 6 and 9.

[~~6.1. Key messages~~

~~Provide key messages (overview of main findings, covered in six or fewer bullet points).~~

~~6.2. Existing uses~~

~~6.2.1. Fisheries~~

~~Relevant fisheries shall be described here to further assess the socioeconomic impacts. This should include description of areas of significance for migratory fish stocks, such as spawning grounds, nursery areas or feeding sites. Any closed fishery areas such as VME closures, MPAs, or voluntary closures must be named and taken into consideration. Provide a 'heat map' showing important fishery areas in relation to proposed operations and note any areas of interaction or cumulative impact.~~

~~6.2.2. Marine traffic~~

~~This section describes the non-project related marine traffic occurring within the Contract Area and uses the Regional Environmental Management Plan in accordance with IALA's regulations to provide a summary of regional movements. Provide a 'heat map' showing densities of marine traffic in relation to proposed operations and note any areas of interaction or cumulative impact. Provide this per season if repeatable seasonal variation exists.~~

~~6.2.3. Submarine cables~~

~~This section describes the~~ [known] ~~in situ non-project-related submarine cables occurring within the Contract Area. Provide a map showing known submarine cables in relation to proposed operations and note any areas of interaction or cumulative impact.~~

~~6.2.4. Tourism~~

~~Describe areas used by cruise liners and for game fishing, sightseeing, marine mammal watching and other relevant tourism activities. Provide a 'heat map' showing densities of tourism in relation to proposed operations and note any areas of interaction or cumulative impact. Provide this per season if repeatable seasonal variation exists.~~

~~6.2.5. Marine scientific research~~

~~Outline the [past, present and plannedongoing current] scientific research programmes taking place in the [regionarea], studying the essence of phenomena and processes occurring in the Marine Environment and the interrelations between them.~~

~~[6.2.5 Sociocultural uses~~

~~List human activities in, and sociocultural uses of, the project area (e.g., traditional navigation routes, migratory paths of culturally significant marine species, sacred sites and waters associated with ritual or ceremonial activities of Indigenous Peoples and local communities.]~~

~~6.2.5. bis Sociocultural values and uses~~

~~List sociocultural~~ [values and] ~~uses the project area (e.g., traditional navigation routes, migratory paths of culturally significant marine species, sacred sites and waters associated with ritual or ceremonial activities of Indigenous Peoples and local communities as well as known or suspected objects or sites of an archaeological or historical nature, taking into account the work of the United Nations Educational, Scientific and Cultural Organization referred to in regulation 35, paragraph 2.]~~

~~6.2.6. Other~~

~~List other uses of the project area that are not related to the above (e.g., other, Exploitation projects sports and leisure).~~

~~6.2. bis Planned uses~~

~~Describe the planned uses of the area for which information is publicly available (e.g. other Exploitation Contracts, Exploration contracts, fisheries, maritime traffic, tourism, marine scientific research, submarine cables, area-based management tools).~~

~~6.3. Sites of an archaeological, historical significance~~

~~List any sites of archaeological or historical significance that are known to occur within the potential area of impact. Provide a map as applicable showing known archaeological and historical sites in relation to proposed operations and note any areas~~

~~of interaction or cumulative impact taking into account the work of the United Nations Educational, Scientific and Cultural Organization referred to in regulation 35, paragraph 2.~~

~~6.4. Summary of existing socioeconomic and sociocultural environment~~]

~~Summarize key findings regarding the socioeconomic and sociocultural environment. It is envisaged that this section will be up to a page in length, and more extensive than the key messages.~~

7. Assessment of impacts and effects (RUS) on the oceanographic, geological and atmospheric environment and proposed Mitigation (RUS) [physical, chemical and geological environment and proposed Mitigation] (RUS del)

Provide a detailed description and evaluation of potential Environmental Impacts and Environmental Effects ~~[~~including Cumulative Environmental Effects~~]~~, if possible (RUS) of the proposed (RUS) operation ~~[~~which could degrade the current status and functioning of ~~]~~ components of the oceanographic, geological and atmospheric environment (RUS) [physical chemical and geological environment] (RUS del) identified in section 4 ~~[~~including a summary of (RUS) the proposed environmental management measures to Mitigate environmental (RUS) impacts and environmental effects (RUS) a summary of residual [effect] (RUS del) impacts (RUS)~~s~~, [and the extent to which any potential Environmental Impacts and Environmental Effects may occur in areas under a State's national jurisdiction~~]~~. This should consider the entire lifespan of the project, i.e. construction/development (pre-commissioning) of the mine site, operational and Decommissioning phases, and following Closure of the site. [The potential for accidental events and natural hazards] (RUS del). The detail in this section is expected to be based on a prior Environmental Impact~~Risk~~ Assessment prepared, reviewed, and revised in accordance with regulation 47 and respective Standard and Guideline for Environmental Impact Assessment (chapter III Scoping, D). ~~It should include for each component a description of:~~

~~(a) The~~ [hazard: detailing the] ~~source (action, temporal and spatial duration),~~ [probability and frequency of the risk] ~~and~~ [the] ~~nature~~ [and severity] ~~of the disturbance;~~

~~(a) bis~~ -[Exposure characterization: evaluation and probability of exposure of the ecosystem components (see section 5) to the identified hazard,~~The~~] ~~nature, duration and extent of any actual or potential impact, including cumulative effects and taking into account ecological and biologically significant areas;~~

~~(a) ter The methods used to determine impacts (including the assumptions and limitations of any impact modelling or other analysis undertaken);~~

~~(b)~~ Risk evaluation and management: Document how decisions were taken to determine] ~~Measures~~ [~~that will be taken~~] ~~to prevent, Mitigate and manage such impacts; and~~

~~(c) The unavoidable residual impacts that will remain, including their expected longevity.~~

(d) The extent to which any potential impacts and Environmental Effects may occur [beyond the Contract Area or] in areas under a State's national jurisdiction.

The detail in this section is expected to be based on the Environmental Risk Assessment carried out according to the relevant regulations, Standards and by taking into consideration Guidelines that will have identified the main impacts, and thus the elements that need to be emphasized in the Environmental Impact Assessment.

[7.1. Key messages

Provide an overview of the key content covered in section 7.

7.2. Description of potential impact categories

Provide an overview and description of the categories of potential impacts caused by [hazards owing to] the proposed Exploitation activitiesmining operation.

Key elements that need to be included are:

(a) The major types of potential impacts, such as habitat removal, variations in communities' composition, the creation of sediment plumes, dewatering plumes, noise, light, etc.;

(b) Descriptions of impact studies carried out during Exploration (e.g., component testing and the resulting observations from the associated monitoring);

(b) bis. Descriptions of Test Mining studies undertaken prior to the application;

(c) Descriptions of the results of any Environmental Risk Assessments, which should be included as separate reports or appendices where appropriate; and

(d) Descriptions of the methods applied to describe and quantify impact categories and assessment from impact to receptor (including the assumptions and limitations of any impact modelling undertaken);

7.2. bis. Description of impact pathways

The preferred approach for this template is to include for each receptor descriptions of:

(a) The methods used to determine the pathway from impact to receptor (including the assumptions and limitations of any impact modelling undertaken);

(b) The source(s) of impact;

(c) The nature, spatial extent and temporal extent of potential impact(s), including cumulative impacts;

(d) Measures that will be taken to avoid, minimise or Mitigate such impacts; and

(e) The unavoidable (residual) impacts that will remain, including their expected longevity and outline the measures that will be taken to ensure long-term site compliance with the environmental quality objectives, quantitative thresholds, and indicators in accordance with these Regulations and the applicable Standard, and taking into consideration account the relevant Guidelines.

~~7.2. ter. Receptors and impacts~~

~~Receptors for which this will be done include:~~

~~(a) Meteorology and air quality~~

~~(b) Geology~~ [and Geophysics]

~~(c) Physical oceanography~~

~~(d) Chemical oceanography of the mine site and Impact Area~~

~~(e) Seabed substrate characteristics~~

~~Impacts to be considered include:~~

~~(a) Sediment plume generation,~~

~~(b) Discharge of water,~~

~~(b)bis Energy flow pathways (such as hydrothermal fluid),~~

~~(c) Noise and light,~~

~~(d) Greenhouse gas emissions and climate change emissions (including estimated greenhouse gas emissions and a greenhouse gas emissions assessment where appropriate)~~

~~Effects to be considered include:~~

~~(a) Changes in temperature and salinity of water,~~

~~(b) Optical characteristics / water clarity,~~

~~(c) Turbidity / particulate loading,~~

~~(d) Sediment characteristics (including changes in the sediment composition, grain size, density and pore-water profiles),~~

~~(e) Discharge plumes (frequency, spatial extent, composition and concentration, etc.),~~

~~(f) Primary sediment plume (frequency, spatial extent, composition and concentration),~~

~~(g) Dissolved gas levels,~~

~~(h) Nutrient levels,~~

~~(i) For a sea floor massive sulphide project, the modification of vent fluid discharges, if present, should be addressed.~~

~~7.8. Accidental events and Natural hazards~~

~~Discuss impacts of accidental events and the cumulative effects of the~~ Exploitation activities~~mining operation in relation to any natural hazards that could occur, including,~~

but not limited to, volcanism, seismic activity, cyclone/hurricane, tsunamis, etc. and the measures that will be taken to avoid, remedy or Mitigate those impacts.

7.9. Noise and light

Provide a description of the expected emissions of noise and light from the proposed operations.

7.10 Greenhouse gas emissions and climate change

Provide an assessment of gas and chemical emissions from proposed operations, relative to emissions both natural and anthropogenic activities. Subsections should include estimated greenhouse gas emissions and a greenhouse gas emissions assessment where appropriate.

7.11. Cumulative impacts

Provide a description of the source of nature and extent of any interactions between various potential Environmental Impacts and Environmental Effects across the environment. Where they may have cumulative effects, they must be considered on both spatial and temporal scales over the lifetime of the proposed Exploitation activities mining operation and in the post-Closure period and alternatives considered.

7.12. Proposed operations impacts

Cumulative within the mining site and Impact Area of the mining proposed herein.

7.13. Regional operation impacts

Cumulative between activities, actions, or natural phenomena, where known in the region.

7.14. Other issues

Outline here other, more general issues, as applicable.

7.15. Summary of residual effects]

Summarize key findings on potential Environmental Impacts and Environmental Effects, environmental management measures, and any potential impacts and effects to areas under any State's national jurisdiction. A table may be a useful summary format to pull together the above elements in a simple visual mode. The table should include a column outlining the measures that will be taken to address potential Environmental Impacts and manage residual effects and ensure long-term site compliance with the environmental quality objectives, quantitative thresholds, and indicators in accordance

with these Regulations and the applicable Standard and taking into consideration account the relevant Guidelines.

8. Assessment of [effects and] (RUS del) impacts and effects (RUS) on the biological environment and proposed Mitigation

Provide a detailed description and evaluation of [[the sufficiency of available information] [on]] (RUS del) potential Environmental Iimpacts and Environmental Effects [including Cumulative Environmental Effects], if possible (RUS) of the proposed operation [and a summary of the environmental management measures to Mitigate Environmental Impacts and Environmental Effects (RUS) and, summary of (RUS) residual effects, and summary of residual impacts (RUS)] [[Alt.1 [[Mitigation hierarchy measures to avoid, reduce and Mitigate the effects caused by the project],] [Alt.2 [Measures taken to avoid, reduce and Mitigate effects, including alternatives[[[and the extent to which any potential Environmental Impacts and effects may occur in areas under a State's national jurisdiction]] (RUS keep)]] (RUS del) and alternatives considered in section 3.7 [which could degrade the current function of] [to] the biological environment components identified in section 5 in the [Contract Area, the] mine site and the Impact Areas, [with special regard to the Impact and Preservation Reference Zones]. [Consider Environmental ,Impacts and Environmental eEffects that could happen during the entire lifespan of the project i.e. construction/development (pre-commissioning), operational and Decommissioning phases and following Closure of the site] (RUS Move to beginning). [The potential for accidental events and natural hazards should be considered] (RUS del).

The detail in this section is expected to be based on a prior Environmental Impact Risk Assessment prepared, reviewed, and revised in accordance with regulation 47 ter, and respective Standards and taking into account the Guidelines for Environmental Impact Assessment Process. The [[description]] analysis shall be structured by the depth ranges described in section 5 and shall for each component, provide a description of:

(a) The [hazard detailing the] source (action, temporal and spatial duration) [of the risk] and nature of the [ecological effectsdisturbance];

(a) bis. [Exposure characterization: evaluation and probability of exposure of the ecosystem components (see section 5) to the identified hazard, The] nature and extent (temporal and spatial) of any actual or potential impact, including cumulative effects;

(a) ter. The methods used to determine impacts (including the assumptions and limitations of any impact modelling or other analyses undertaken);

(b) [Risk evaluation and management: Document how decisions were taken to determine] Measures [that will be taken] to prevent, Mitigate and manage such impacts with reference to the submitted Environmental Management and Monitoring Plan; [and]

(c) The unavoidable residual impacts that will remain, including their significance and expected longevity.

(d) An evaluation of the impacts and effects against the applicable environmental goals and objectives, indicators and thresholds as identified in the relevant

~~environmental Sstandards and Guidelines and in the applicable Regional Environmental Management Plan~~, [and]~~.~~

~~(e) The extent to which any potential impacts and Environmental Effects may occur in areas beyond the Contract Area or under a State's national jurisdiction.~~

~~The detail in this section is expected to be based on the Environmental Risk Assessment, carried out according to the relevant regulations, Standards and Guid~~elines~~ance that will have identified the main impacts, and thus the elements that need to be emphasized in the Environmental Impact Assessment.~~

[~~8.1. Key messages~~

~~8.1.bis. Description of the key sources of Environmental Impacts~~

~~This section should provide an overview of the key content covered in section 8.~~

~~8.2. Description of [hazards and the nature of] potential impact~~

~~Provide an overview and description of the categories of potential impacts caused by the hazards arising from the proposed Exploitation activitiesmining operation and alternatives considered. This should introduce the major types of impacts and their effects on the biotic environment, such as habitat removal, the crushing of animals, the creation of sediment plumes, noise and light, etc. and be referred to in subsequent descriptions and evaluations of potential Environmental Impacts and Environmental Effects from the hazards posed by the proposed operation and alternatives considered. A description should be included of any lessons learned from activities during the exploratory phase of the programme (e.g., mining system component tests).~~

~~Key elements that need to be included are:~~

~~(a) Description of the major types of potential impacts, such as habitat removal, the biological effects of sediment plumes and dewatering plumes, noise, light, etc.~~ [Each impact has to be characterized by its nature, duration and extent of any actual or potential exposure, including cumulative effects and taking into account ecological and biologically significant areas, rare and fragile species and habitats.] ~~These impact categories should be used in subsequent descriptions and evaluations of potential Environmental Impacts and Environmental Effects from the proposed operations.~~

~~(b) Descriptions of impact studies carried out during Exploration (e.g., component testing and the resulting observations from the associated monitoring);~~

~~(b) bis. Descriptions of Test Mining studies undertaken prior to the application; Descriptions of the results of any Environmental Risk Assessments, which should be included as separate reports or appendices where appropriate; and~~

~~(c) Descriptions of the methods applied to describe and quantify impact pathways and assessment in line with the relevant Standard~~s and taking into consideration~~ and Guidelines, i.e. EIA]~~ ~~Guideline.~~

~~8.2. bis Description of impact pathways~~

~~The preferred approach for this template is to include for each impact pathway an overarching description of:~~

~~(a) The methods used to determine the pathway from impact to receptor (including the assumptions and limitations of any impact modelling undertaken);~~

~~(b) The source(s) of impact~~

~~(c) The nature, spatial extent and temporal extent of potential impact(s), including cumulative impacts;~~

~~(d) Measures that will be taken to avoid, minimise or Mitigate such impacts; and~~

~~(e) The unavoidable (residual) impacts that will remain, including their expected longevity and outline the measures that will be taken to ensure long-term site compliance with the environmental quality objectives, quantitative thresholds, and indicators in accordance with these Regulations and the applicable Standard, and taking into account the relevant Guidelines.~~

~~8.2.ter. [Assessment of risks] and impacts~~

~~[The Assessment of risks and impacts must be done in as much detail as possible for the following community Receptors [includingfor which this must be done include]:~~

~~(a) Microbial communities~~

~~(b) Phytoplankton]~~

~~(b)bis zooplankton and micronekton~~

~~(b)ter nekton~~

~~(b)quat benthopelagic fauna, including scavengers~~

~~(c) Meiofauna (infauna / epifauna)~~

~~(d) Macrofauna (infauna / epifauna / demersal fish)~~

~~(e) Megafauna, including surface/near-surface fish such as tuna, and seabirds, marine turtles and marine mammals~~

~~As appropriate, these receptors are to be considered:~~

~~(a) at the surface (from the surface down to a depth of 200 metres)~~

~~(b) [for the midwater column] (from a depth of 200 metres down to 50 metres above the sea floor), [separate for the different water masses, including deep diving and migratory species]~~

~~(c) up to an altitude of 50 metres above the sea floor, including zooplankton, [scavengers] nekton, mesopelagic and bathypelagic fishes and deep-diving mammals.~~

~~Impacts [categories] to be considered include:~~

~~(a) Sediment plume generation [(frequency, spatial extent, composition and concentration)],~~

~~(b) discharge [plumesof water]~~

~~[(b bis) Seafloor destruction]~~

~~(c) Noise and light [emissions]~~

~~(d) Greenhouse gas emissions and climate change emissions (including estimated greenhouse gas emissions and a greenhouse gas emissions assessment where appropriate).~~

~~Effects to be considered include:~~

~~(a) changes in temperature [and] salinity [stratification and mixing] of water [column],~~

~~(b) optical characteristics / water clarity~~

~~(c) turbidity / particulate loading~~

~~(d) sediment characteristics (including changes in the sediment composition, grain size, density and pore water profiles)~~

~~(e) [effects of] discharge plumes, [Contamination and pollution, turbidity, temperature change (frequency, spatial extent, composition and concentration, etc.)]~~

~~(f) primary sediment plume (frequency, spatial extent, composition and concentration)~~

~~(g) dissolved gas levels~~

~~(h) nutrient levels~~

~~(i) For a sea floor massive sulphide project, the modification of vent fluid discharges, if present, should be addressed.~~

~~8.6. [Summary of] Ecosystem/community level [effects caused by the project]~~

~~[Analyse and] Ddescribe [potential and probable estimated] effects on the ecosystem [and ecosystem dynamics during the term of contract and long-term or where linkages between the various components above are known].~~

~~8.6.1. Potential [other effects and] impact to be addressed~~

~~8.6.1.1. Noise and light~~

~~Provide a description of the expected emissions of noise and light from the proposed operations and any potential Environmental Effects, especially any impacts of noise on avoidance, masking and availability of prey (e.g., on marine mammals) and fish.~~ [Indicate the range of light pollution and potential effects in the different depths.] ~~Provide a description of the measures that will be taken to ensure compliance with applicable environmental quality objectives and quantitative thresholds for noise and~~

~~light levels for relevant fauna, in accordance with these Regulations and the applicable Standard, and taking into account the relevant Guidelines.~~

~~8.6.1.2. Greenhouse gas emissions and climate change~~

~~Effects of mining on ocean climate Mitigation functions and services should be described (including any anticipated alteration of CO2 uptake and sequestration, or nutrient cycling.)~~

~~[8.6.2 Environmental management measures to Mitigate impacts]~~

~~Moved to section "8.7 bis"~~

~~8.7. Cumulative effects~~

~~The nature and extent of any interactions between various impacts where they may have cumulative effects must be considered. This should include an evaluation of the spatial and temporal intensity of mining and its effects on other impacts including existing uses considered in the Assessment and described in Section 9 of the Environmental Impact Statement as well as an evaluation of the resulting cumulative effects to the ecological balance of the Marine Environment, including the spatial and temporal extent of such effects. Describe how spatial and temporal cumulation will differ between faunal groups and different habitats.~~

~~Provide a description of the source of nature and extent of any interactions between various potential Environmental Impacts and Environmental Effects across the environment. Where they may have cumulative effects, they must be considered on both spatial and temporal scales over the lifetime of the proposed mining operation and in the post-Closure period and alternatives considered.~~

~~8.7.1. Proposed operations effects~~

~~Cumulative effects [of the proposed mining with all other known influences and effects, including from other Exploitation activities,] within the scope of the site and Impact Area of the mining proposed herein.~~

~~8.7.2. Regional operations effects~~

~~Cumulative effects [on a regional scale, due to Authority-related and otherbetween] activities to be analysed by the Secretariat according to the [Regional Environmental Management PlanREMPs. The analysis will periodically be provided in a regional quality status report.]~~

~~[8.7 bis. Mitigation hierarchy measures to avoid, reduce and Mitigate the effects caused by the project~~

~~8.7bis.1 Decision-making~~

~~Explain here how decisions were taken to Mitigate Environmental Effects, and what were the goals to be achieved.~~

~~8.7bis.2 Measures taken to avoid, reduce and Mitigate effects, including alternatives~~

~~8.7bis.3 Expected unavoidable residual effects~~

~~8.7bis.4 Restoration and Rehabilitation measures~~

~~Practicable Restoration and Rehabilitation of the project area — approach. The Restoration and Rehabilitation of the project area should be considered as a part of the Mitigation hierarchy. At this stage in the Environmental Assessment Process, there might be no final knowledge on the potential of Restoration and Rehabilitation in the area, so a plan should be proposed to develop this knowledge throughout the lifespan of the project and to prepare the decision on the issue at the end of the project. This should be done in accordance with applicable Standards and taking into consideration Guidelines.]~~

~~8.8. Summary of residual effects~~

~~Summarize key findings on potential Environmental Impacts and Environmental Effects, environmental management measures, residual effects, and any potential impacts and effects to areas under any State's national jurisdiction. Information on potential recovery times following disturbance and the longevity of residual effects should be included. This will give readers an understanding of the temporal component and efficacy of proposed Mitigation measures. A table may be a useful summary format to pull together the above elements in a simple visual mode. The table should include a column outlining the measures that will be taken to address potential Environmental Impacts and residual effects and ensure long term site compliance with the environmental quality objectives, quantitative thresholds, and indicators in accordance with these Regulations and the applicable Standard and taking into account the relevant Guidelines.~~

~~[8.9 Practicable restoration and rehabilitation of the project area]~~

~~Moved to section "8.7 bis.4."~~

~~[8.9 Alt. Accidental events and Natural hazards]~~

~~Discuss impacts to the biological environment of accidental events and the cumulative effects of the mining operation and natural hazards and the measures that will be taken to avoid, remedy or mitigate those impacts.~~]

9. Assessment of impacts on the socioeconomic and sociocultural environment and proposed Mitigation

Provide a detailed description and evaluation of potential [Environmental] (RUS del) Impacts and ~~Environmental~~ Effects of the operation to the socioeconomic and sociocultural components identified in section 6 ~~[~~and a summary of the environmental management measures to Mitigate impacts and effects (RUS) and residual [effects] (RUS del) impacts (RUS)~~]~~. This should include projections on the potential impacts in national waters outside the Mining Area and should also consider the entire lifespan of the project i.e. construction/development (pre-commissioning), operational (including maintenance) and Decommissioning phases. A description of the benefits to humankind may be included. Attitudes towards, and perceptions of, the proposed project are among the variables that should be considered in determining the significance of impacts. [The potential for accidental events ~~[~~and natural hazards~~]~~ should also be considered] (RUS del).

Rev.3 – Group Submission (Intersessional Working Group on Underwater Cultural Heritage, facilitated by Micronesia, Greece and Brazil)

The word "Environmental" before effects has suggested been deleted based on the submission of the IWG on UCH.

[~~9.1. Key messages~~

~~This section should provide an overview of the key content covered in section 9.~~

~~9.1. bis. Description of potential impact categories~~

~~Provide an overview and description of the categories of potential impacts caused by the proposed mining operation. Key elements that need to be included are:~~

~~(a) the major types of potential impacts, such as habitat removal, the creation of sediment plumes, noise, light, etc. These impact categories should be used in subsequent descriptions and evaluations of potential Environmental Impacts and Environmental Effects from the proposed operations;~~

~~(b) Descriptions of impact studies carried out during Exploration (e.g., component testing and the resulting observations from the associated monitoring);~~

~~(c) bis Descriptions of Test Mining studies undertaken prior to the application;~~

~~(d) Descriptions of the results of any Environmental Risk Assessments, which should be included as separate reports or appendices where appropriate; and~~

~~(e) Descriptions of the methods applied to describe and quantify impact pathways and assessment.~~

~~9.1. ter. Description of impact pathways~~

~~The preferred approach for this template is to include for each impact pathway an overarching description of:~~

~~(a) The source;~~

~~(a)ter The methods used to determine impacts (including the assumptions and limitations of any impact modelling undertaken);~~

~~(a)bis The nature, spatial extent and temporal extent of potential impacts, including cumulative impacts;~~

~~(b) Measures that will be taken to avoid, minimise or Mitigate such impacts, including a comparative analysis of how measures taken may differ across alternative operations considered;~~

~~(c) The unavoidable (residual) impacts that will remain, including their expected longevity. The detail in this section is expected to be based on the scoping Environmental Risk Assessment that will have identified the main impacts, and thus the elements that need to be emphasized in the Environmental Impact Assessment; and~~

~~(d) The extent to which any potential impacts and effects may occur in areas under a State's national jurisdiction.~~

~~9.2.Impact identification~~

~~9.2.1. Impacts on existing human uses~~

~~For each of the following marine uses, describe:~~

~~(a) Potential impacts and effects and issues to be addressed;~~
~~(b) Environmental management measures to Mitigate impacts and effects;~~
~~(c) Residual impacts and effects; and~~
~~(d) Potential impacts and effects in areas under any State's national jurisdiction.~~

~~9.2.1.1 Fisheries and biological conditions~~

~~A description of potential impacts, e.g., effects from light and noise on fisheries and biological conditions, with proposed management measures and a description of residual impacts.~~

~~9.2.1.2bis Submarine cables~~

~~A description of potential impacts on [known] non-project-related submarine cables occurring within the project area, along with proposed management measures and a description of residual impacts.~~

~~9.2.1.3 Tourism~~

~~A description of potential impacts and issues to be addressed, along with proposed management measures and a description of residual impacts.~~

~~9.2.1.4 Marine scientific research~~

~~A description of potential impacts and issues to be addressed, along with proposed management measures and a description of residual impacts, according to the IALA's regulations.~~

~~9.2.2 Impacts on Sociocultural values and uses~~

~~A description of potential impacts and issues to be addressed pertaining to sociocultural uses of the area (e.g., traditional navigation routes, migratory paths of culturally significant marine species, sacred sites and waters associated with ritual or ceremonial activities of Indigenous Peoples and local communities), along with proposed management measures and a description of residual impacts.~~

~~9.2.3 Impacts on Ecosystem Functions and Services~~

~~A description of potential impacts of the operation on any ecosystem functions and services, for example, carbon burial and sequestration, taking into account the relevant Guidance.~~

~~9.2.4 Other impacts~~

~~List other potential impacts that are not related to the above (e.g., submarine cables, other Mineral Exploration or Exploitation projects).~~

~~9.2.5 Impacts on Planned uses~~

~~Describe the potential impacts on planned uses of the area for which information is publicly available (e.g. fisheries, maritime traffic, tourism, marine scientific research, submarine cables, area-based management tools).~~

~~9.2.6 Impacts on Area-based management tools~~

~~A description of potential impacts and cross-boundary issues to be addressed, along with proposed management measures and a description of residual impacts.~~

~~9.3. Impacts on Sites of an archaeological or historical nature~~

~~Describe, as applicable, potential impacts to sites of archaeological, or historical significance that are known to occur within the potential area of impact, along with proposed management measures, taking into account the work of the United Nations Educational, Scientific and Cultural Organization referred to in regulation 35, paragraph 2.~~

~~9.4. Gender Impact analysis~~

~~Assess and analyse how the proposed operations may impact on gender roles and relationships.~~

~~9.5. Summary of socioeconomic and sociocultural environment~~

~~Summarize findings on management measures, residual effects, and any potential impacts and effects, (including to sociocultural conditions). A table may be a useful summary format to pull together the above elements in a simple visual mode. Potential cumulative effects should also be included.~~

~~[9.5bis. Assessment of Uncertainty]~~

~~Moved to section "10 bis".~~

~~9.5bis.1 Uncertainty Assessment~~

~~Provide a detailed description and evaluation of any uncertainties in the assessments described in section 7, 8, and 9. This uncertainty assessment shall:~~

~~(1) Identify any relevant areas of uncertainty and gaps in knowledge and their implications for the environmental impact assessment and its findings; and,~~

~~(2) Describe the measures taken in the environmental impact assessment to reduce uncertainty in its findings to as low as reasonably practicable.~~

~~9.5bis.2 Addressing Significant Uncertainty~~

~~Where significant uncertainty exists despite the efforts described in 9bis.1(b), provide a detailed description of environmental monitoring and management measures for managing and reducing uncertainty during the proposed operations, to be incorporated into the Environmental Monitoring and Management Plan and describe how these will enable the applicant to ensure compliance with relevant Rules of the Authority.]~~

~~[9.6 Accidental events and Natural hazards r~~~~Discuss any impacts of accidental events and the cumulative effects of the mining operation and~~

natural hazards, and the measures that will be taken to avoid, remedy or mitigate those impacts.

9.6.1 Potential impacts and issues to be addressed

Moved to section "10 ter".

9.6.2 Environmental management measures to mitigate impacts

Moved to section "10 quat".

9.6.3 Residual effects]

Moved to section "10 quin".

[9. bis Waste management [/A description outline of waste management.]

A description outline of waste management.

Provide a description of proposed vessel waste management, with reference to compliance with relevant conventions, legislation and principles, and methods of cleaner production and energy balance.]

10. Hazards arising from natural, accidental and discharge events

This section should outline the [possibility/probability] (ZAF-AFR del) likelihood (ZAF-AFR) of accidental events and natural hazards occurring, an assessment of the impact they may have, to the mine site and Impact Area, the measures taken to prevent or respond to such an event and an assessment of the residual impact should an event occur. This should include an overview of potential environmentally hazardous discharges resulting from accidental and extreme natural events as these are fundamentally different from normal operational discharges of wastes and wastewaters. Reference should be made to the Emergency Response and Contingency Plan (ERCP) (ZAF-AFR).

For each component include:

(a) The nature and extent of any impact;

(b) Measures that will be taken to avoid, Mitigate or minimize such impact;and

(c) Residual impacts.

[10.1. Extreme weather

~~For example: hurricanes/cyclones.~~

~~10.2. Natural hazards~~

~~For example: volcanic eruptions, seismic events.~~

~~10.3. Accidental events~~

~~For example: leakage or spillage of hazardous material, fires and explosions, and collisions, including potential loss of equipment.~~

~~10.4. Maritime safety and interactions with shipping~~

~~Provide a description of predicted maritime safety issues and potential interactions with other vessels from the proposed activities with reference to compliance with the relevant conventions.~~

~~10.5. Emergency Response and Contingency Plan~~

~~Provide a description of an Emergency Response and Contingency Plan.~~

~~10.6. Waste management~~

~~Provide a description of proposed vessel waste management, with reference to compliance with relevant conventions, legislation and principles, and methods of cleaner production and energy balance.~~

~~10.7 Balast Water management~~

~~Provide a description of proposed vessel balast water management where applicable, with reference to compliance with relevant rules and principles, and methods of cleaner production and energy balance.~~

[~~10.8. Hazards arising from natural, accidental and discharge events~~]

~~Discuss any impacts of accidental events and the cumulative effects of the Exploitation activities and natural hazards, and the measures that will be taken to avoid, remedy or Mitigate those impacts.]~~

[~~10 bis Assessment of Uncertainty~~]

[10 bis Uncertainty Assessment (FRA, GER, ARG keep) (RUS merge with 10 bis Alt)

Provide a detailed description and evaluation of any uncertainties in the assessments described in section 7, 8, and 9. This uncertainty assessment shall:

~~(1) [Identify any relevant areas of uncertainty and gaps in knowledge and their implications for the Environmental Impact Assessment and its findings; and,~~] (ZAF-AFR keep)

~~(2)~~ d~~D~~escribe the measures taken in the Environmental Impact Assessment to reduce uncertainty in its findings to as low as reasonably practicable.

[10 bis Alt. Addressing Significant Uncertainty (FRA, GER keep)

Where significant uncertainty exists despite the efforts described in 9 bis. 1(b), provide a detailed description of environmental monitoring and management measures for managing and reducing uncertainty during the proposed operations, to be incorporated into the Environmental Monitoring and Management Plan and describe how these will enable the applicant to ensure compliance with rules, regulations and procedures of the Authority.]

[10 ter Holistic cumulative impact assessment and issues to be addressed] (RUS place before 10 bis)

~~[10 quat Environmental management measures to avoid, reduce and Mitigate impacts]~~

[10 quin Analysis of residual [effects] (RUS del) impacts (RUS) against the RRP, Standards and Guidelines of the Authority

Provide a description of any residual impacts that may remain following the application of Mitigation measures, including the expected longevity of those impacts, and outline the measures that will be taken to ensure long-term site compliance with the environmental quality objectives, quantitative thresholds, and indicators in accordance with these Regulations and the applicable Standard, and taking into consideration the Guidelines.]]

11. [Environmental management, monitoring and reporting] (RUS, Enterprise keep)

[[Alt. Environmental management measures to avoid, reduce and Mitigate impacts]](RUS del)

Alt 2. Environmental management measures, monitoring and reporting, or environmental management to avoid, reduce and Mitigate impacts (Enterprise)

Provide sufficient information to enable the Authority to anticipate possible environmental management, monitoring and reporting requirements for an environmental approval. Information listed include a description of the applicant's Environmental Management System and should reflect the proponent's environmental policy and the translation of that policy to meet the requirements of this section and previous sections during different stages of the project life (i.e., from construction to Decommissioning and closure and the post-closure period).

The Environmental Management and Monitoring Plan is a separate report from the Environmental Impact Statement, but this could be a useful opportunity to highlight some of the key issues ~~[~~including residual [effects] (RUS del) impacts (RUS)~~]~~ from the Statement that will be addressed in the full Environmental Management and Monitoring Plan. ~~Information detailed in this section should include the headings set out below.~~

(Enterprise keep original)

[~~11.1. Organizational structure and responsibilities~~

~~This section should show how the Contractor's environmental team fits into its overall organizational structure. Responsibilities and professional qualifications of key personnel should be outlined.~~

~~11.2. Environmental management system~~

~~A full Environmental Management System shall exist at the time the Environmental Impact Statement is submitted. The applicant has to demonstrate that it will be capable of managing appropriate relevant environmental questions and outline the standards that will be considered and/or aligned with when developing the system for the project.~~

~~11.3 Environmental Management and Monitoring Plan~~

~~An Environmental Management and Monitoring Plan will be submitted as a separate document for the Authority's approval prior to the commencement of Exploitation activitiesmining operations. This section should provide an overview of what the Plan would entail. With reference to, the headings set out below and Annex VIII of the Exploitation Regulations of the Authority.~~

~~11.3.1 Mitigation and management~~

~~Summarize the Mitigation and management measures that will be taken, based on the impact minimization and Mitigation analysis undertaken as part of the Environmental Impact Assessment, and as described in the Environmental Impact Statement in Sections 7, 8, and 9.~~

~~11.3.3 Closure Plan~~

~~A Closure Plan will be submitted as a separate document for the Authority's approval prior to the commencement of Exploitation activities mining operations. However, this section should provide an overview of what the Closure Plan will entail,~~

~~including Decommissioning, continued monitoring and Rrehabilitation measures, if applicable.~~

~~11.4 Reporting~~

~~Outline how data collected at the mine site and Impact Area will meet reporting requirements and best scientific practices outlined in Annex VII on the Environmental Management and Monitoring Plan.~~

~~11.4.1 Monitoring~~

~~Outline how [information and] the results of monitoring studies will be reported to the Authority, as well as the frequency and format of data releases in accordance with the regulations and any relevant Standards and taking into account any relevant Guidelines.~~

~~11.4.2 Incident reporting~~]

~~Outline how Incidents will be reported and managed.~~

12. Responsible ~~P~~product stewardship

[~~[~~An overview of the downstream supply chain] (RUS del). A description of responsible product stewardship related to~~]~~ ~~[Provide a brief description of]~~] the intended use of the Mineral-bearing ore once it leaves the ~~[~~Contract~~]~~ Area. The description should also address how the Contractor will minimize health, safety, environmental, socioeconomic and sociocultural impacts and (RUS) effects ~~[~~and impacts~~]~~ (RUS del) of the intended product or products to meet S~~s~~tandards for environmental management, and should address the following potential impacts:

(a) Energy and materials consumption;

(b) Waste generation;

(c) Toxic substances;

(d) Air and water emissions.

The intention is not to provide a full and highly detailed account, but, where information is known about Environmental Impacts and Environmental Effects (RUS), these impacts and effects (RUS) should be described briefly here.

13. Consultation ~~[~~and stakeholder engagement and methods~~]~~

~~[~~The Environmental Impact Statement should include a description summary of the nature, extent, participation and outcomes of consultations and stakeholder engagement that have taken place with the Stakeholders, [including commission consultation] (RUS del), and how their comments have been addressed in the environmental impact statement. A description of consultation methods shall also be provided~~]~~.

Consultations [and engagement] shall be inclusive, transparent and open to all relevant sStakeholders, including States, global, regional, subregional and sectoral bodies, as well as civil society, the scientific community, indigenous peoples and local communities [and in accordance with this Regulation and the applicable Standards and taking into account the Guidelines].

[13.1 Consultation methods

Provide a description of the nature and extent, participation and outcomes of consultation(s) that have taken place with relevant Stakeholders, and how their comments have been addressed in the Environmental Impact Assessment. This will include the description of the mechanisms [and criteria] used to manage the diversity of Stakeholders addressed and comments provided.

This includes describing the mechanism(s) used to consult with different groups and how this aligns with the relevant Standards and Guidelines, also incorporating criteria for Preservation Reference Zones and Impact Reference Zones.

13.2 Stakeholders

List Stakeholders that have been consulted and explain the process by which Stakeholders were identified. This should include a brief description of the Stakeholders and a historic overview of any previous activities conducted by the Stakeholders in The Area.

13.3 Public consultation and disclosure

Provide a description of the goals and consultation workshops/meetings that occurred prior to the preparation of the report, including outlining any concerns and comments made by Stakeholders and how these will be addressed, and, if not, describe the reasons for that decision.

13.4 Commission consultation

Summarize the Commission's recommendations on the Scoping Report and proposed Terms of Reference for the applicant's Environmental Impact Assessment submitted to the Commission, and justification for any deviation either from those submitted Terms of Reference, or from the Commission's recommendations.

13.5. Stakeholder [and coastal State] Consultation

Describe how comments received under Stakeholder consultation have been or will be taken into account, or why they have not been taken into account, and the reasons for that decision. The summary should be based on the detailed response of the applicant to each consulted party and be available for review.

~~13.4 Continuing consultation and disclosure~~]

~~Outline any further consultation with Stakeholders that has been deemed necessary and is being planned.~~

14. Glossary and abbreviations

Include a glossary of terms, acronyms and abbreviations used throughout the document. The glossary should include definitions for, and key terms defined in the R~~r~~egulations so as to ensure that users of the Environmental Impact Statement [~~.including the decision makers and relevant S~~stakeholders~~,~~] [have a clear understanding of the intention behind the use of certain terms in it.]~~-~~[~~the Environmental Impact Statement. The glossary should be included in the table of contents for the Environmental Impact Statement and referenced in the introduction section.~~]

15. Study team

Outline the people involved in carrying out the Environmental Impact Assessment studies and in writing the Environmental Impact Statement. ~~If independent scientists or other experts were involved in any of the work, they should be listed.~~ [~~Any remuneration should be mentioned.~~] ~~The names, current and validated contact information, occupational qualifications and their role in the generation of the Environmental Impact Statement of such people should also be included. A statement that those individuals so named concur with the content of the report should be included. Any conflict of interest must be identified, disclosed in detail in this section including the way it was and continues to be managed.~~

16. References

Evidence obtained from outside sources should be documented throughout the Environmental Impact Statement, with the use of footnotes or other suitable reference mechanism. In addition, all sources used in preparation of the Environmental Impact Statement (including those specifically referenced in the body of the document) should be listed in bibliography format, with full details of the source (including website addresses, if applicable). ~~This enables users of the Environmental Impact Statement to review the supporting documentation independently.~~

17. Appendices

The appendices section should include a list of all the technical reports carried out for parts of the Environmental Impact Assessment or that are used in support of any aspect of the Environmental Impact Assessment (such as prior risk assessments or monitoring activities conducted as part of Exploration ~~e~~Contracts). Copies of these reports should be provided as appendices to the Environmental Impact Statement, with clear indications as to which section(s) the document is being provided to support.

Annex V

Emergency Response and Contingency Plan

An Emergency Response and Contingency Plan must:

(a) be prepared in accordance with Good Industry Practice and the [applicable] (Enterprise keep)~~relevant~~ R~~r~~egulations, Standards and taking into account the Guidelines;

(b) provide an effective plan of action for the aApplicant's efficient response to [Incidents [and events] (Pew del)] (NOR res), including [processes] (NOR del) situations (NOR) by which the aApplicant will seek cooperation from (NOR) [work in close cooperation with] (NOR del) the Authority, relevant (BGD) [[coastal States,] (GBR res) (FSM keep) / [coastal states adjacent to the Contract Area likely to be affected]] (FSM) other competent international organizations and, where applicable, emergency response organizations; and

(c) include:

(i) the overall aims and objectives and arrangements for [controlling] (NOR del) reduce (NOR) the risk of and mitigate the effects of (NOR) Incidents;

I bis relevant rules, standards and protocols (MEX)

(ii) organizational structure and personnel roles and responsibilities;

(iii) details of individuals authorized to initiate response mechanism(s);

(iv) details of the emergency response equipment;

(v) details of the safety management system relevant to emergency response; (ZAF-AFR, Pew cross-reference DR 30bis)

(vi) details of the Environmental Management System relevant to emergency response; (Pew cross-reference to DR 49 bis)

(vii) a description of all foreseeable Incidents, an assessment of their likelihood and consequences and associated control measures including (RUS); (RUS merge with 10)

Vii bis. Details of the environmental and operational conditions that may affect the effectiveness of emergency repose measures or equipment (MEX)

(viii) a description of the arrangements to protect persons on the [mining] (ZAF-AFR del) vessel(s), and to ensure their safe escape, evacuation and rescue in the event of an Incident that presents risks to their safety;

Viii bis. A description of the arrangement to protect persons on the mining vessels and to ensure their safe escape, evacuation and rescue in the event of an incident that presents risks to their safety and the associated preventive and operational response control measures. (MEX)

(ix) details of arrangements [for the maintenance of control systems] (Pew del) to monitor the Marine Environment in the event of an Incident;

(x) information and measures relating to the prevention of Incidents which could result in Serious Harm to the Marine Environment; (NOR del)

(xi) an assessment of [potential] (RUS, GBR keep) pollution hazards and the measures to prevent or reduce such hazards~~, including an assessment of unintentional and unauthorised Mining Discharges and measures to control such discharges~~; (NOR del)

(xii) details of the warning mechanisms intended to alert the Authority, together with the type of information to be contained in such warning;

(xiii) details of arrangements for coordinating any emergency response, including coordination with the Authority, other service providers, maritime search and rescue authorities, and nearby vessels, citing the source for such arrangements, where relevant;

(xiv) details of training programmes for personnel relating to emergency prevention of response;

(xv) details of performance monitoring (MEX) audit and review processes relating to matters covered by this Plan, including regular testing of the Plan, significant changes to the Plan or the nature of operational activities, and the process of Incident investigation, recording and Communication to the Authority and the Sponsoring State;

[(xvi] details of the presence of other hazards/harmful substances; (RUS move after 11) (GBR keep)

[(xvii) a description of accountability and liability for environmental damage resulting from an Incident; and (NOR, MEX, Pew del)

(xix) details of how the Plan is [[gender-responsive] (RUS del) and responsive to persons from vulnerable groups]. (GBR keep)

Note: This plan is to be developed further under these regulations and in conjunction with other international regulations, organisations, sponsoring states and other entities with relevant jurisdictional competence as regards specific components of the plan. (MEX)

Annex VI

Health and Safety Plan and Maritime Security Plan

[Note: several important provisions of this Annex have currently been placed in the Suspense document and will be incorporated into Standards and Guidelines at a later stage.](GER keep)

A

Health and Safety Plan

1. The Health and Safety Plan prepared under these Regulations and this Annex must:

(a) be prepared in accordance with Good Industry Practice, and ~~[relevant]~~ applicable S~~s~~tandards and taking into account the G~~g~~uidelines;

(b) comply with applicable national laws and regulations related to safety and health, including occupational safety and health, of personnel on vessels or Installations engaged in activities in the Area, as well as applicable international rules and standards of the International Labour Organization and the International Maritime Organization related to safety and health, including occupational safety and health;

[(c) bis take into account that no worker or trainee on board a vessel or Installation engaged in the activities in the Area should be under the age of sixteen (TTO) [legal age of its nationality] (TTO del);] (RUS keep)

(c) be designed with the aim to ensure that all personnel on a vessel or Installation engaged in activities in the Area are provided with appropriate safety and health protection, including occupational safety and health protection, and live, work and train in a safe and hygienic environment with roles and responsibilities allocated to relevant named personnel appropriately;

(d) identify hazards and risks and include a comprehensive and integrated system for the management of the hazards and risks;

(e) ensure that the risks to the health and safety of personnel on a vessel or Installation engaged in activities in the Area are reduced to a level that is as low as reasonably practicable;

(f) address all matters of safety of life and the prevention of occupational accidents, injuries and diseases that may be identified as hazards and risks for personnel on vessels or Installations engaged in activities in the Area;

(g) include and refer to the requirements of the Emergency Response and Contingency Plan under Annex V of these Regulations that relate to protecting and securing the safety and health of all persons on vessels or Installations during an Incident or emergency; and

~~(h) Be worded in plain language.~~ (GBR keep)

(h) [be gender-sensitive, and specifically address women's safety, and freedom from harassment in the workplace, and consider other issues relevant to ensuring an equitable and inclusive working environment for a diverse workforce]. (RUS, DOSI keep)

H bis. (RUS textual proposal)

2. The minimum requirements to the content of the health and safety plan are contained in the Standard and Guidelines on health and safety plans.] (GBR, RUS del)

2 alt. The minimum requirements of the Health and Safety Plan are (with a list of re to follow) (GBR, RUS)

B
Maritime Security Plan

1. The Maritime Security Plan prepared under these Regulations and this Annex must:

(a) be prepared in accordance with Good Industry Practice and applicable relevant Ss standards and taking into account Gg uidelines;

(b) comply with applicable national laws and regulations related to maritime security, as well as applicable international rules and standards of the International Maritime Organization related to maritime security;

(c) be developed based on a security assessment and risk analysis relating to all aspects of the vessel's or Installation's operations in order to determine which of its parts are more vulnerable to maritime security Incidents;

(d) provide an effective plan to ensure the application of measures on board the vessel and installation (NOR) that are designed to protect the persons on board, the ancillary equipment, the cargo, the cargo transport units, the ship's vessel's (NOR) stores, or the vessel and installation (NOR) and the operation itself from the risks of a security Incident;

(e) be protected from unauthorized access or disclosure;

(f) be subject to inspection [by officers duly appointed] (NOR del) by Inspectors appointed by the Authority under Part XI of these Regulations;

(g) Be worded in plain language; (GBR keep)

[(h) be gender-sensitive, and specifically address women's security, and any other issues relevant to ensuring maritime safety measures are applied equitably and inclusively for a diverse workforce.] (RUS del)

2. The minimum requirements to the content of the maritime security plan are contained in the Standard and Guidelines on maritime security plans.] (GBR, RUS del)

2 alt. The minimum requirements of the Maritime Security Plan (with a list to follow) (GBR, RUS)

Annex VII

Environmental Management and Monitoring Plan

Comments:

- Several delegations have proposed to retain subpara 1(b), which was otherwise set for deletion. This is now in square brackets for Council to decide. In that sentence both the words "*experts*" and "*persons*" have furthermore been placed in individual brackets with a view to delete one of them, as it seems like an overlap in wording to keep both.
- Several delegations, including a joint proposal on Test Mining, has proposed the amendments in subpara 2(k), including deleting the reference to *"[Where Test Mining was conducted,]"*. However, one delegation has suggested to lift the square brackets around that sentence to accept it. **Action: For Council to decide.**

1. The Environmental Management and Monitoring Plan prepared under these Regulations and this Annex VII shall be:

(a) prepared in clear language and in an official language of the Authority, together with, where applicable, an official English-language version;

(a) bis~~.~~ prepared in accordance with the relevant regulations~~,~~ [and Standard consistent with the applicable~~and~~ Regional Environmental Management Plan,~~]~~ taking into consideration ~~account applicable~~ Guidelines ~~[and Regional Environmental Management Plan]~~, on the basis of Best Environmental Practice, Best Available Scientific Information~~, [and Best Available Information]~~; and

[~~[~~(b) Verified by the report of independent [experts] [persons] appointed by the Authority.~~]~~]

2. An Environmental Management and Monitoring Plan shall contain:

(a) a non-technical summary of the main conclusions and information provided to facilitate understanding by members of the Authority and Stakeholders;

(a) bis outline the guiding principles which apply to the monitoring approaches;

(b) a description of the project and the area likely to be affected by the proposed activities and by any suspension plumes they generate. Include detailed location maps showing proposed I~~i~~mpact ~~r~~Reference ~~z~~Zones and ~~p~~Preservation ~~r~~Reference ~~z~~Zones as well as locations of other nearby ~~c~~Contract ~~a~~Areas or known seabed infrastructure, the Preservation Reference Zones, the Impact Reference Zones and the surrounding area with reference to the appliable Regional Environmental Management Plan including any buffer zones to prevent damage to these areas;

(b) ter a description as to how the Environmental Management and Monitoring Plan has been prepared;

(c) the project-specific environmental objectives, indicators and thresholds based on baseline environmental data and applicable ~~relevant~~ Standards;

(c) bis a description of the environmental baseline data, measured baseline values for parameters at the site, a characterization of the area proposed to be mined, adjacent areas that could be affected by mining, and areas that will be avoided due to their environmental value;

(d) a description, [prepared in accordance with the applicable Standard and taking into consideration the Guidelines] of how the monitoring data will be transmitted during operations, how the data will be labelled and monitored by qualified personnel, and how the data will be stored;

(e) the qualifications and proposed location of the personnel monitoring the [environment data];;

(f) a description of the procedures for providing the Authority and the Sponsoring State or States access to or receipt of the monitoring data for the purposes of monitoring compliance with the terms of an Exploitation Contract and collection of data.

(g) details of or cross-references to the Contractor's Environmental Management System documentation;

(i) implementing the measures reflected in the Environmental Management and Monitoring Plan,

(ii) monitoring, recording and reporting fulfilment of the Environmental Management and Monitoring Plan, and

(iii) regularly reviewing and updating the Environmental Management and Monitoring Plan to ensure that it complies with rules, regulations, and procedures of the Authority;

(h) an assessment of the predicted Environmental Effects of the proposed activities on the Marine Environment, and any significant changes likely to result, consistent with the Environmental Impact Assessment and the Environmental Impact Statement;

(h) bis. a description of uncertainties identified from the Environmental Impact Assessment and the plan to reduce or manage these;

(i) an assessment of the significance of the potential Environmental Effects to receptors identified in the Environmental Impact Statement, their key uncertainties, proposed monitoring approach and objectives, and proposed Mitigation measures and management control procedures and responses to minimize, prevent, reduce and control the harm from Environmental Effects, consistent with the Environmental Impact Assessment and the Environmental Impact Statement;

(j) a description of the planned monitoring programme, with reference to the applicable Standard on Monitoring, and the overall approach, standards, protocols, methodologies, procedures and performance assessment of the Environmental Management and Monitoring Plan, including the necessary risk assessment and techniques for managing these risks, including the use of monitoring data to validate predictive models and reduce uncertainties, and adaptive management techniques, if appropriate, needed to achieve the desired outcomes. Each component should be described separately in a manner consistent with sections 7-10 of Annex IV. Monitoring methodology/results should provide a sufficient degree of confidence that conclusions in the Environmental Impact Statement can be validated and that agreed performance standards are being met (monitoring should have the statistical power to detect changes in environmental state). The components of the monitoring programme should, at a

minimum, include those applicable to the Contractor during its Exploration phase to allow for comparison of monitoring data.

(k) details of the proposed monitoring stations across the Contract Area, including the frequency of monitoring and data collection, the spatial and temporal arrangements for such monitoring and the justification for such arrangements, including how *in situ* validation of modelled results will be carried out. [~~[Where Test Mining was conducted,]~~] p~~Proposed monitoring stations should, at a minimum, include the monitoring stations used during~~ [~~tTest~~] m~~M~~ining [~~where if any demonstrated Test Mining data is used, the proposed monitoring [stations] [arrays] should correspond to those used at the time of that data collection]; [tests carried out in the Exploration phase~~] Proposed monitoring stations should, at a minimum, include the monitoring stations used during Test Mining [where if any demonstrated Test Mining data is used, the proposed monitoring [stations] [arrays] should correspond to those used at the time of that data collection];

(l) the location and planned monitoring and management of Preservation Reference Zones and Impact Reference Zones designed in accordance with the criteria contained in Annex X bis, as well as other spatial management planning tools if any;

(l) bis the location and boundaries of planned or established long-term protected areas within the Contract Area as determined in the applicable Regional Environment Management Plan as well as of declared Preservation Reference Zones~~PRZs~~ of neighbouring Contract Areas, if known;

(l) ter details of any plans outside of the Contract Area to increase scientific knowledge and other knowledge/information in the relevant region, including in collaboration with other Contractors or via international cooperation efforts, as well as in collaboration with Indigenous Peoples and local communities;

(m) a description, with threshold levels, of the applicable environmental performance Standards and indicators (trigger and threshold points) to be monitored, including decision rules based on the results of the monitoring of these indicators;

(n) a description of a system for ensuring that the plan shall adhere to [~~Good Industry Practice,~~] [~~Best Available Techniques,~~] Best Environmental Practices and Best Available Scientific Information, and a description of how such practices are reflected in the proposed Exploitation activities;

(o) details of the quality control and management S~~s~~tandards, and how the effectiveness of management measures will be monitored, assessed and reviewed, including list of reporting deliverables to the Authority and time schedule, plans for real-time reporting of environmental data to the Authority, internal and external auditing and reporting of environmental performance, and including the frequency of the review of the performance of the Environmental Management and Monitoring Plan for the purposes of regulation 51;

~~[~~(o) bis: a description of a statistically sound comparison of the monitoring results collected within the Contractor's Impact Reference Zones

and Preservation Reference Zones which compare the monitoring results with the baseline as well as between Impact Reference Zones and Preservation Reference Zones to determine and quantify impacts and recovery of Impact Areas.~~]~~

(p) a description of the monitoring technology and system to be to be implemented, including the types of data to be collected and monitored, and frequency of monitoring,

in accordance with Good Industry Practice and Best Available Techniques, reflecting the types of data and formats to be collected and monitored, the use of remote monitoring technology and the types of data available in real time together with a description of the procedures for providing the Authority and the Sponsoring State or States access to the monitoring system and data for the purposes of monitoring compliance with the Environmental Management and Monitoring Plan and collection of data;

(q) details of [all ~~the~~] training programme for all persons engaged or to be engaged in activities in the project ~~[~~or its~~]~~ area;

(r) details of ~~[~~Mining~~]~~ ~~d~~Discharges, including those defined and regulated by relevant rules and regulations issued by the International Maritime Organization, within the Mining Area ~~project area~~;

(s) details of ongoing consultation with other users of the Marine Environment;

(s) bis details of arrangements made or planned with other marine users, with the aim to ensure due regard to each other's rights and activities.

(t) details of any practicable Restoration and ~~r~~Rehabilitation of the Mining Area ~~project area~~ and the monitoring of their success;

(u) a plan for further research and studies;

(u) bis detail of the process and measures to be taken in case of non – compliance with the Environmental Monitoring and Management Plan.

(u) ter a description of the measures that will be taken to address non-compliance with the Environmental Monitoring and Management Plan, including reporting, recording and response action protocols;

(u) quat a description of the document control system that will be used for environmental management documentation;

(v) details of reporting requirements and timing (<2 years) including details of the methodology to be applied to ensure that monitoring data submitted are provided in an accessible and interpretable format consistent with best scientific practices; and

(x) an overview program (list) of all proposed activities

Annex VIII

Closure Plan

Comments:

- One delegation proposed to retain subpara 1(h), which was otherwise set for deletion. This is now in square brackets: **Action: For Council to decide on retention or deletion.**
- One delegation proposed to include a reference to DRs 59-61 on Closure Plans and that all references to "*Post Closure*" should be amended to "*post Commercial Production*". These proposals are placed in square brackets.

1. The Closure Plan or Final Closure Plan shall be prepared and implemented in accordance with regulation 7 [and regulations 59-61], the Environmental Management System, Standards, consistent with the applicable Regional Environmental Management Plan and taking into account the Guidelines ~~and the relevant Regional Environmental Management Plan~~ and shall include the following information:

(a) a description of the Closure objectives to ensure that the Closure of Exploitation activities is a process that is incorporated into the mining life cycle, any measures agreed or proposed to implement these, and how these relate to the mining activity and its environmental, socioeconomic and sociocultural setting;

(b) the period during which the plan will be required, which shall be determined by reference to a specified duration, achievement of a specified event or target indicator or compliance with specified terms agreed with the Authority and shall relate to the objectives of the Environmental Impact Assessment, such as recovery of impacted environment;

(c) coordinates showing the area(s) subject to the Closure objectives accompanied by a [map] **(BGD del) chart (BGD)** ;

(d) a summary of the relevant regulatory requirements, including conditions previously documented, e.g. baselines;

(e) details of the Closure implementation and timetable, including descriptions of the arrangements for the ~~t~~Temporary S~~s~~uspension of Exploitation activities or for permanent Closure as well as Decommissioning arrangements for vessels, Installations, plant and removal of equipment (where applicable);

(f) summary of data and information relating to environmental baseline for monitoring measures;

(g) a summary of the Environmental Impact Statement entailing an updated Environmental Impact Assessment for the activities that will be undertaken during Closure, if any, together with details of the identifiable remaining Environmental Effects, including any relevant technical documents or reports as well as the expected period until recovery of the environment towards natural state conditions;

[~~[~~(h) the temporal and spatial intensity of monitoring to be undertaken during and after Closure needs to mirror monitoring efforts prior and during Exploitation using equivalent methodology to allow for full quantification of the impact as well as of any recovery from impacts. Details of monitoring to be undertaken during and after closure (comparable to monitoring efforts prior and during exploitation) that specify the sampling design (spatial and temporal sampling), the methods to be used and the duration of the [post-closure activities] [post Commercial Production];~~]~~]

(i) details of the management measures to minimize, control, Mitigate the remaining Environmental Effects;

(j) details of the remediation, R~~r~~estoration and Rehabilitation (where possible)~~]~~ objectives and activities building on those detailed in the Environmental Impact Statement and the Environmental Management and Monitoring Plan;

(k) documentation of environmental recovery and Details of any anticipated residual impacts that may remain even after Mitigation measures;

(l) information on reporting and management of data and information [post closure] [post Commercial Production] including information on how data will be archived and made ~~[~~publicly~~]~~ available [post-closure] [post Commercial Production], and how the formatting of submitted datasets and reports will be consistent with best scientific practices;

(m) details of the persons or entity (subcontractor, consultant(s)) that will carry out the monitoring and management measures under the Closure Plan or Final Closure Plan, including their qualification(s) and experience, together with details of the budget, (incl. inflation adjustment for long-term monitoring), project management plan and the protocols for reporting to the Authority under the Closure Plan or Final Closure Plan;

(n) details of the amount of the Environmental Performance Guarantee provided under these Regulations; and

(o) details of consultations with Stakeholders in respect of the plan.

2. The level of detail in the Closure Plan or Final Closure Plan is expected to differ between cases involving a T~~t~~emporary ~~s~~Suspension of Exploitation activities ~~mining operations~~ , cases involving unplanned abandonment of work, and cases involving final mine closure. The content of the Closure Plan or Final Closure Plan is to be commensurate with the nature, extent and duration of activities associated with the level of closure and maturity of the project.

Annex IX

Exploitation Contract and schedules

THIS CONTRACT made the … day of … between the INTERNATIONAL SEABED AUTHORITY represented by its SECRETARY-GENERAL (hereinafter referred to as "the Authority") and … represented by … (hereinafter referred to as "the Contractor") WITNESSETH as follows:

A. Incorporation of clauses and Schedules (GBR)

The standard clauses set out in Annex X to the Regulations on exploitation of Resources in the Area and the Plan of Work scheduled to this Exploitation Contract (GBR) shall be incorporated herein and shall have effect as if herein set out at length.

B. Contract Area

For the purposes of this Contract, the "Contract Area" means that part of the Area allocated to the Contractor for Exploitation, defined by the coordinates listed in schedule 1 hereto.

C. Grant of rights

In consideration of (a) their mutual interest in the conduct of Exploitation in the Contract Area pursuant to the United Nations Convention on the Law of the Sea of 10 December 1982 and the Agreement relating to the Implementation of Part XI of the Convention, (b) the [rights and] (MEX del) responsibility of the Authority to organize and control activities in the Area, particularly with a view to administering the Resources of the Area, in accordance with the legal regime established in Part XI of the Convention and the Agreement and Part XII of the Convention, respectively, and (b) bis. the Contractor desires to exploit (resource type) from the Area described in Schedule 1 to this Agreement, on the Terms and Conditions set out herein and established in the Regulations, and (MEX) (c) the interest and financial commitment of

the Contractor in conducting activities in the Contract Area and the mutual covenants made herein, the Authority hereby grants to the Contractor the exclusive right to Explore for and Exploit [specified Resource category] in the Contract Area in accordance with the terms and conditions of this Ceontract.

D. Entry into force and Contract term

This Contract shall enter into force on signature by both parties and, subject to the standard clauses, shall remain in force for an initial period of [x] years thereafter unless the Contract is sooner terminated, provided that this Contract may be renewed in accordance with the rRegulations.

E. Entire agreement

This Contract expresses the entire agreement between the parties, and no oral understanding or prior writing shall modify the terms hereof.

F. Languages

This Contract will be provided and executed in the [… and] English language[s] [and both texts are valid].

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by the respective parties, have signed this Contract at …, this … day of ….

The Schedules to the Exploitation Contract

Schedule 1

Coordinates and illustrative chart of the Contract Area and proposed Mining Area(s).

Schedule 1 bis

[Certificate of sponsorship]

Schedule 2

The Mining Workplan.

Schedule 3

The Financing Plan.

Schedule 4

The Emergency Response and Contingency Plan.

Schedule 5

The Health and Safety Plan and the Maritime Security Plan.

Schedule 6

The Environmental Management and Monitoring Plan.

Schedule 7

The Closure Plan.

Schedule 8

The Training Plan.

Schedule 9

Conditions, amendments and modifications agreed between the Commission and the Contractor, and approved by the Council, during the application approval process.

Section 1. Amendments relation to the Regional Environmental Management Plan

Section 1 bis. Terms and Conditions agreed between the Authority and the Contractor during the application approval process. (MEX)

Schedule 10

Where applicable under regulation 26, the form of any Environmental Performance Guarantee, and its related terms and conditions.

Schedule 11

Details of insurance policies taken out or to be taken out under regulation 36.

Schedule 12

Agreed review dates for individual plans, together with any specific terms attaching to a review, where applicable.

Schedule 13

To the extent that any documentation is not available at the point of signing the Contract, and a time frame for submission has been agreed with the Commission, this should be reflected here, together with, where applicable, deadline dates.

Schedule 14

The Parent Company Liability Statement.

Annex X

Standard clauses for Exploitation Contract

~~Section 1~~

~~Definitions~~

~~In the following clauses:~~

~~(a)"Regulations" means the regulations on exploitation of mineral resources in the Area, adopted by the Authority; and~~

~~(b) "Contract Area" means that part of the Area allocated to the Contractor for Exploitation, defined by the coordinates listed in schedule 1 hereto.~~

Section 2

Interpretation

2.1 Terms and phrases defined in the ~~r~~Regulations have the same meaning in these standard clauses.

2.2 In accordance with the Agreement [relating to the Implementation of Part XI of the United Nations Convention on the Law of the Sea of 10 December 1982] (GBR del, refer to "The Agreement" only), its provisions and Part XI of the Convention are to be interpreted and applied together as a single instrument; this Contract and references in this Contract to the Convention are to be interpreted and applied accordingly.

Section 3

Undertakings

3.1 The Authority undertakes to fulfil in good faith its powers and functions under the Convention and the Agreement in accordance with article 157 of the Convention.

3.2 The Contractor shall implement the Plan of Work in the form of (MEX) this C~~c~~ontract in good faith and shall in particular implement the Plan of Work in accordance with the Regulations on the best economic and technical conditions and in accordance with (MEX) [regulation 18 bis] (GER keep) [~~Good Industry Practice [and Best Environmental Practices]~~ Best Available Techniques (NAO)]. (NAO keep) For the

avoidance of doubt, the Plan of Work may be amended from time to time in accordance with the Regulations (GBR) (RUS del) [includes:

(a) [The Mining Workplan;

(b) The Financing Plan;

(c) The Emergency Response and Contingency Plan;

(d) The Training Plan;

(e) The Environmental Management and Monitoring Plan;

(f) The Closure Plan; and

(g) The Health and Safety Plan and Maritime Security Plan,] (GBR del) (RUS keep)

that are appended as schedules to this Contract, as the same may be amended from time to time in accordance with the ~~r~~Regulations.

3.3 The Contractor shall, in addition:

(a) Comply with the ~~r~~Regulations, as well as other r~~R~~ules, regulations and procedures of the Authority, as amended from time to time, and the decisions of the relevant organs of the Authority;

A bis. Comply with the Terms and Conditions of this contract and fulfil its obligations under this contract in good faith. (MEX)

(b) Accept control by the Authority of activities in the Area [for the purpose of securing compliance under this Contract] (MEX del) as authorized by the Convention;

B bis. Observe any standards and guidelines as may be adopted by the Authority (MEX)

B ter. Comply with the measures and requirements by any organ of the Authority including the subsidiary bodies in accordance with the rules, regulations and procedures of the Authority. (MEX)

(c) Pay all fees and royalties required or amounts falling due to the Authority under the ~~r~~Regulations, including all payments due to the Authority in accordance with Part VII of the ~~r~~Regulations; and

(d) Carry out its obligations under this Contract with due diligence, including compliance with the rules, regulations and procedures of ~~adopted by~~ the Authority to ensure effective P~~p~~rotection for the Marine Environment, and exercise reasonable regard for other activities in the Marine Environment.] (GBR del)

D bis. Manage the resources in a way that promotes further investment and contribute to the long-term development of the common heritage of mankind and earth. (MEX)

D ter. Keep such financial, legal, commercial operations, technical and other data information and record relating to the exploitation activities as required under the rules, regulations and procedures of the Authority. (MEX)

Section 4

Security of tenure and exclusivity

4.1 The Contractor is hereby granted the exclusive right under this Contract to Explore for and Exploit the resource category specified in this Contract and to conduct Exploration and Exploitation activities within the Contract Area in accordance with the terms and conditions (MEX) of this Contract and in accordance with the rules, regulations and procedures of the Authority (MEX). The Contractor shall have security of tenure, and this Contract shall not be suspended, terminated or revised except in accordance with the terms set out herein and the Regulations. ~~[Any impacts from activities in the Area carried out under an Exploitation Contract must be strictly limited to the Contractor area.]~~ [Any impacts from activities in the Area carried out under an Exploitation Contract must be strictly limited to the Contract~~or~~ A~~a~~rea] (GBR, RUS, MEX, NAO del) (GER keep).

4.1 Alt. (Enterprise textual proposal)

4.2 The Authority undertakes not to grant any rights to another person to Explore for or Exploit the same resource category in the Contract Area for the duration of this Contract.

4.3 The Authority reserves the right to enter into contracts with third parties with respect to Resources other than the resource category specified in this Contract but shall ensure so far as possible (GBR, RUS) that no other entity operates in the Contract Area for a different category of Resources in a manner that might interfere with the Exploitation activities of the Contractor.

4.4 If the Authority receives an application for a Plan of Work (GBR, RUS) [an Exploitation Contract] (GBR, RUS del) in an area that overlaps with the Contract Area, the Secretary-General (GBR, RUS) [Authority] (GBR, RUS del) shall notify the Contractor of the existence of that application within 30 Days of receiving that application.

Section 5

Legal title to Minerals

5.1 The Contractor will obtain title to and property over the Minerals upon recovery of the Minerals from the seabed and ocean floor and subsoil thereof~~,~~ [[onto the Contractor's mining vessel or Installation~~ and receipt by the Authority of the required payment for those Minerals~~]] (MEX del), in compliance with this Contract.

5.2 This Contract shall not create, nor be deemed to confer, any interest or right on the Contractor in or over any other part of the Area and its Resources other than those rights expressly granted in this Contract.

5 bis reasonable regard for other activities in the marine environment. (MEX)

5 bis.1 the Contractor shall carry out exploitation activities under this Contract with reasonable regard for the marine environment in accordance with Article 147 of the Convention. (MEX)

Section 6

Use of subcontractors and third parties

6.1 [No] **(TTO del)** **A (TTO)** Contractor [may] **(TTO del)** **shall not (TTO)** subcontract any part of its obligations under this Contract unless the subcontract contains appropriate terms and conditions to ensure that the performance of the subcontract will reflect and uphold the same standards and requirements of this Contract between the Contractor and the Authority.

6.2 The Contractor shall ensure the adequacy of its systems and procedures for the supervision and management of its subcontractors and any work that is further subcontracted,**; the contractor shall apply due diligence in selecting its suppliers, and shall be responsible to ensure the adequacy of goods and services it procures, (TTO)** in accordance with Good Industry Practice.

~~[6.2.bis. The Contractor shall apply due diligence in selecting its suppliers, and shall be responsible to ensure the adequacy of goods and services it procures, in accordance with Good Industry Practice].~~ 6.2. bis The Contractor shall apply due diligence in selecting its suppliers, and shall be responsible to ensure the adequacy of goods and services it procures, in accordance with Good Industry Practice**].(RUS del/flexible) (GER keep)**

6.3 Nothing in this section shall relieve the Contractor of any obligation or liability under this Contract, and the Contractor shall remain responsible and liable to the Authority for the performance of its obligations under this Contract in the event that it subcontracts any aspect of the performance of those obligations.

Section 7

Responsibility and liability

[7.1 **[**In accordance with the 'polluter pays' principle,**]** **(RUS, JAM keep)** the Contractor shall be [liable to the Authority] **(DSCC res)** for the actual amount of [all environmental damage caused by Contractor activities that were not foreseen in the Plan of Work or that arise from a breach of any conditions of approval, including arising out of activities of the Contractor] / [any damage, including damage to the Marine Environment, arising out of its wrongful acts or omissions, and those of its employees, subcontractors, agents and all persons engaged in working or acting for them in the conduct of its operations under this Contract [arising out of its wrongful acts [or omissions] **(MEX del)]] (TTO, RUS keep)**~~any damage, including damage to the Marine Environment, arising out of its wrongful acts or omissions, and those of its employees, subcontractors, agents and all persons engaged in working or acting for them in the conduct of its operations under this Contract~~ [~~arising out of its wrongful acts [or omissions]~~]], account being taken of any contributory acts or omissions by the Authority or third parties. This clause survives the termination of the Contract and

applies to all damage [~~arising out of the Contractors wrongful acts [or omissions]~~] [arising out of the Contractors wrongful acts [or omissions]] regardless of whether it is caused or arises before, during or after the completion of the Exploitation activities or Contract term. ~~[For the purpose of clauses 7.1 and 7.2, 'wrongful acts or omissions', means any unlawful act or omission attributable to the Contractor that results in damage not anticipated and approved in the Plan of Work, irrespective of bad intention or negligence].~~ [For the purpose of clauses 7.1 and 7.2, 'wrongful acts or omissions', means any unlawful act or omission attributable to the Contractor that results in damage not anticipated and approved in the Plan of Work, irrespective of **[**bad**] (DSCC del)** intention or negligence.] ~~[Recoverable damages under this clause include: costs of reasonable measures to prevent and limit damage to the Marine Environment, lost revenue, reinstatement, pay out in lieu of actual reinstatement, and/or measures to compensate for third party economic loss, as well as pure ecological loss and harm to the living resources of the Area.] For the avoidance of doubt, strict liability in this context applies the polluter pays principle, and means, it is not necessary to prove that a Contractor intended to commit or was reckless as to committing a wrongful act or omission, it is necessary only to demonstrate unpermitted damage or harm arose as a result of a Contractor's wrongful act for the Contractor to be held liable for that damage or harm.~~ [[Recoverable damages under this clause include: costs of reasonable measures to **[**prevent**] (RUS del)** and limit damage to the Marine Environment, **[**lost revenue**] (RUS del)**, reinstatement, pay-out in lieu of actual reinstatement, **[**and/or measures to compensate for third-party economic loss, as well as pure ecological loss and harm to the living resources of the Area.**] (RUS del)** For the avoidance of doubt, strict liability in this context applies the polluter pays principle, and means, it is not necessary to prove that a Contractor intended to commit or was reckless as to committing a wrongful act or omission, it is necessary only to demonstrate unpermitted damage or harm arose as a result of a Contractor's wrongful act for the Contractor to be held liable for that damage or harm.] **(MEX res)] (ARG, SPA, CAN res)**

7.2 The Contractor shall indemnify the Authority, its employees, subcontractors and agents against all claims and liabilities of any third party arising out of any [wrongful]**(RUS del) [**environmental damage**] (RUS del) marine environment (RUS)** caused by Contractor activities that were not foreseen in the Plan of Work or that arise from a breach of any conditions of approval, including arising from activities of the Contractor. **[**~~wrongful acts or omissions of the Contractor and its employees, agents and subcontractors, and all persons engaged in working or acting for them in the conduct of its operations under this Contract.~~**] (GER keep)**

7.3 The Authority shall be liable to the Contractor for the actual amount of any damage caused to the Contractor arising out of its wrongful acts in the exercise of its powers and functions, including violations under article 168, paragraph 2 of the Convention, account being taken of contributory acts or omissions by the Contractor~~,~~ **[**~~its employees, agents and subcontractors, and all persons engaged in working or acting for them in the conduct of its operations under this Contract,~~**] (GER keep)** [its employees, agents and subcontractors, and all persons engaged in working or acting for them in the conduct of its operations under this Contract] **(RUS, MEX keep)** or third parties.

7.4 The Authority shall indemnify the Contractor**[**~~, its employees, subcontractors, agents and all persons engaged in working or acting for them in the conduct of its operations under this Contract,~~ **] (GER keep)** [its employees, agents and subcontractors,

and all persons engaged in working or acting for them in the conduct of its operations under this Contract] **(RUS keep)** against all claims and liabilities of any third party arising out of any wrongful acts or omissions in the exercise of its powers and functions hereunder, including violations under article 168, paragraph 2 of the Convention.

Section 8

Force Majeure

8.1 The Contractor shall not be liable for an unavoidable delay or failure to perform any of its obligations under this Contract due to Force Majeure, provided the Contractor has taken all reasonable steps to overcome the delay or obstacle to performance. For the purposes of this Contract, [Force Majeure shall mean an event or condition that the Contractor could not reasonably be expected to prevent or control; provided that the event or condition was not caused by Contractor action, negligence or by a failure to observe Good Industry Practice] **(GBR, RUS res)**.

8.2 The Contractor shall give written notice to the Authority of the occurrence of an event of Force Majeure as soon as reasonably possible after its occurrence (specifying the nature of the event or circumstance, what is required to remedy the event or circumstance and if a remedy is possible, the estimated time to cure or overcome the event or circumstance and the obligations that cannot be properly or timely performed on account of the event or circumstance) and similarly give written notice to the Authority of the Restoration of normal conditions.

8.3 The Contractor shall, upon request to the Secretary-General, be granted a time extension equal to the period by which performance was delayed hereunder by Force Majeure and the term of this Contract shall be extended accordingly.

Section 9

Extension~~Renewal~~

[9.1 [Alt. 1 The Contractor may extent~~renew~~ this Contract in accordance with regulation 20.] ~~for periods not more than 10 years each, on the following conditions:~~

~~(a) The resource category is recoverable annually in commercial [and profitable] quantities from the Contract Area;~~

~~(b) The Contractor is in compliance with the terms of this Contract and the Rules of the Authority, including rules, regulations and procedures adopted by the Authority to ensure effective protection for the Marine Environment from harmful effects which may arise from activities in the Area;~~

~~(c) This Contract has not been terminated earlier; and~~

~~(d) The Contractor has paid the applicable fee in the amount specified in appendix II to the regulations.~~**] (GBR, GER keep)**

~~9.2 To renew this Contract, the Contractor shall notify the Secretary-General no later than one year before the expiration of the initial period or renewal period, as the case may be, of this Contract.~~

~~9.3 The Council shall review the notification, and if the Council determines that the Contractor is in compliance with the conditions set out above, this Contract [shall be] [may be] renewed on the terms and conditions of the standard exploitation contract that are in effect on the date that the Council approves the renewal application.~~

[Alt. 2 The Contractor may extent this Contract for periods not more than 10 years each, on the following conditions:

(a) The resource category is recoverable annually in commercial quantities from the Contract Area;

(b) The Contractor is in compliance with the terms of this Contract and the Rules of the Authority, including rules, regulations and procedures adopted by the Authority to ensure effective protection for the Marine Environment from harmful effects which may arise from activities in the Area;

(c) This Contract has not been terminated earlier; and

(d) The Contractor has paid the applicable fee [~~in the amount specified in appendix II to the Regulations~~].**] (RUS keep)**

9.2 To renew this Contract, the Contractor shall notify the Secretary-General no later than one year before the expiration of the initial period or extension period, as the case may be, of this Contract.

9.3 The Council shall review the notification, and if the Council determines that the Contractor is in compliance with the conditions set out above, this Contract shall be renewed on the terms and conditions of the standard exploitation contract that are in effect on the date that the Council approves the extension application.]

Section 10

Renunciation of rights

10.1 The Contractor, by prior written notice to the Authority, may renounce without penalty the whole or part of its rights in the **exploration (GBR)** Contract **[**Area**] (GBR del)**, provided that the Contractor shall remain liable for all obligations and liabilities accrued prior to the date of such renunciation in respect of the whole or part of the Contract Area renounced. Such obligations shall include, inter alia, the payment of any sums outstanding to the Authority, and obligations under the Environmental Management and Monitoring Plan and Closure Plan.

Section 11

Termination of sponsorship

[Omitted]

Section 12

Suspension and termination of Contract and penalties

12.1 The Council may suspend or terminate this Contract, without prejudice to any other rights that the Authority may have, if any of the following events should occur:

(a) If, in spite of written warnings by the Authority, the Contractor has conducted its activities in such a way as to result in serious persistent and wilful violations of the fundamental terms of this Contract, Part XI of the Convention, the Agreement and the rules, regulations and procedures of the Authority;

(b) If the Contractor has failed, within a reasonable period, to comply with a final binding decision of the dispute settlement body applicable to it;

(c) If the Contractor knowingly, recklessly or negligently provides the Authority with information that is false or misleading;

(d) If the Contractor [~~or any person standing as surety or financial guarantor to the Contractor pursuant to Regulation 26 of the Regulations~~] becomes insolvent or commits an act of bankruptcy or enters into any agreement for composition with its creditors or goes into liquidation or receivership, whether compulsory or voluntary, or petitions or applies to any tribunal for the appointment of a receiver or a trustee ~~or receiver~~ for itself or commences any proceedings relating to itself under any bankruptcy, insolvency or readjustment of debt law, whether now or hereafter in effect, other than for the purpose of reconstruction; or

(d bis) If any person standing as surety or financial guarantor to the Contractor pursuant to regulation 26 of the Regulations becomes insolvent or commits an act of bankruptcy or enters into any agreement for composition with its creditors or goes into liquidation or receivership, whether compulsory or voluntary, or petitions or applies to any tribunal for the appointment of a receiver or a trustee or receiver for itself or commences any proceedings relating to itself under any bankruptcy, insolvency or readjustment of debt law, whether now or hereafter in effect, other than for the purpose of reconstruction, and the Contractor is unable to find a suitable replacement for that person **[**within a reasonable period of time**]** **(RUS res)**; or

(e) If the Contractor has not made bona fide efforts to achieve or sustain Commercial Production and is not recovering Minerals in commercial quantities at the end of five years from the expected date of Commercial Production, save where the Contractor is able to demonstrate to the Council's satisfaction good cause, which may include Force Majeure, [good faith efforts to comply with the environmental obligations imposed by the Authority,] or other circumstances beyond the reasonable control of the Contractor that prevented the Contractor from achieving Commercial Production.

12.2 The Council may, without prejudice to Section 8, after consultation with the Contractor, suspend or terminate this Contract, without prejudice to any other rights that

the Authority may have, if the Contractor is prevented from performing its obligations under this Contract by reason of an event or condition of Force Majeure, as described in Section 8, which has persisted for a continuous period exceeding 2 years, despite the Contractor having taken all reasonable measures to overcome its inability to perform and comply with the terms and conditions of this Contract with minimum delay.

12.3 Any suspension or termination shall be by written notice to the Contractor, through the Secretary-General, which shall include a statement of the reasons for taking such action. The suspension or termination shall be effective 60 Days after such written notice, unless the Contractor within such period disputes the Authority's right to suspend or terminate this Contract in accordance with Part XI, Section 5, of the Convention. In such a case, this Contract shall only be suspended or terminated in accordance with a final binding decision in accordance with Part XI, Section 5, of the Convention.

[12.4 If the Contractor takes such action, this Contract shall only be suspended or terminated in accordance with a final binding decision in accordance with Part XI, Section 5, of the Convention.]

12.5 If the Council has suspended this Contract, the Council may by written notice require the Contractor to resume its operations and comply with the terms and conditions of this Contract, not later than 60 Days after such written notice.

12.6 In the case of any violation of this Contract not covered under Section 12.1 (a), or in lieu of suspension or termination under Section 12, the Council may impose upon the Contractor monetary penalties proportionate to the seriousness of the violation.

12.7 Subject to Section 13, the Contractor shall cease operations upon the termination of this Contract.

12.8 Termination of this Contract for any reason (including the passage of time), in whole or in part, shall be without prejudice to rights and obligations expressed in this Contract to survive termination, or to rights and obligations accrued thereunder prior to termination, including performance under a Closure Plan, and all provisions of this Contract reasonably necessary for the full enjoyment and enforcement of those rights and obligations shall survive termination for the period so necessary.

Section 13

Obligations on ~~Suspension or following Expiration, Surrender or~~ Termination of a Contract

13.1 In the event of termination **or expiration (GBR)**~~, expiration or surrender~~ of this Contract, the Contractor shall:

(a) comply with the F~~f~~inal Closure Plan, and the Environmental Management and Monitoring Plan and continue to perform the required environmental management of the Contract Area as set forth in the F~~f~~inal Closure Plan and for the period established in the F~~f~~inal Closure Plan;

(b) continue to comply with relevant provisions of the R~~r~~egulations, including:

(i) maintaining and keeping in place all insurance required under the R~~r~~egulations;

(ii) paying any fee, royalty, penalty or other money on any other account owing to the Authority on or before the date of ~~suspension or~~ termination; and

(iii) complying with any obligation to meet any liability under Section 8.

(c) remove all Installations, plant, equipment and materials in the Contract Area; and

(d) make the area safe so as not to constitute a danger to persons, shipping or [to result in adverse impacts, or a reasonable likelihood of such impacts, to] the Marine Environment.

13.2 Where the Contractor fails to undertake the obligations listed in Section 13.1 within a reasonable period, the Authority may take necessary steps to effect such removal and make safe the area at the expense of the Contractor. Such expense, if any, shall be deducted from the Environmental Performance Guarantee held by the Authority.

13.3 Upon termination of this Contract, any rights of the Contractor under the Plan of Work and in respect of the Contract Area also terminate.

Section 14

Transfer of rights and obligations

[Omitted]

Section 15

No waiver

No waiver by either party of any rights pursuant to a breach of the terms and conditions of this Contract to be performed by the other party shall be construed as a waiver by the party of any succeeding breach of the same or any other term or condition to be performed by the other party.

Section 16

Modification of terms and conditions of this Contract

16.1 When circumstances have arisen or are likely to arise after this Contract has commenced which, in the opinion of the Authority or the Contractor would render this Contract inequitable or make it impracticable or impossible to achieve the objectives set out in this Contract or in Part XI of the Convention, the parties shall enter into negotiations to revise it accordingly.

16.2 This Contract may be revised by agreement between the Contractor and the Authority.

16.3 This Contract may be revised only:

(a) with the consent of the Contractor and the Authority; and

(b) by an appropriate instrument signed by the duly authorized representatives of the parties.

16.4 Subject to the confidentiality requirements of the R~~r~~egulations, the Authority shall publish information about any revision to the terms and conditions of this Contract.

Section 17

Applicable law

[17.1 This Contract is governed by the terms of this Contract, the r~~R~~ules, regulations and procedures of the Authority and other rules of international law not incompatible with the Convention.] **(Enterprise, AUS, CAN, ZAF/AFR res)**

17.2 The Contractor, [~~its employees, subcontractors, agents and all persons engaged in working or acting for them in the conduct of its operations under this Contract~~] **(NLD, MEX, IRL, JAM, BGD, FRA, AUS, TTO, CHE, ARG keep)** shall observe the applicable law referred to in Section 17.1 hereof and shall not engage in any transaction, directly or indirectly, prohibited by the applicable law.

17.3 Nothing contained in this Contract shall be deemed an exemption from the necessity of applying for and obtaining any permit or authority that may be required for any activities under this Contract.

17.4 The division of this Contract into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

Section 18

Disputes

Any dispute between the parties concerning the interpretation or application of this Contract shall be settled in accordance with Part XII of the Regulations.

Section 19

Notice

Any notice provided to or from one party to another pursuant to this Contract shall be provided in accordance with the notice provision set out at regulation 91 of the Regulations.

Section 20

Schedules

This Contract includes the schedules to this Contract, which shall be an integral part hereof.

Annex X bis ~~ter [Alt.]~~

Design Criteria for Impact Reference Zones ~~(IRZs)~~ and Preservation Reference Zones ~~(PRZs)~~

Applicants must establish suitable and effective Impact Reference Zones ~~(IRZs)~~ and Preservation Reference Zones ~~(PRZs)~~ in order to monitor the Environmental Impacts **and Environmental Effects (RUS)** of their activities. The following parameters shall apply in the designation of Impact Reference Zones~~IRZs~~ and Preservation Reference Zones~~PRZs~~.

1. ~~IRZs~~Impact Reference Zones and ~~PRZs~~Preservation Reference Zones must be situated within the Contract Area (and the Contract Area may need to be selected around the need for appropriate ~~IRZ/PRZs~~Impact Reference Zones and Preservation Reference Zones, especially where multiple **and/(DOSI)**or large reference zones are required)

1 alt – RUS to propose alternate text

~~1.~~2. The applicant needs to demonstrate that the Impact Reference Zones and Preservation Reference Zones~~IRZ/PRZs~~ are ~~[environmentally]~~ **(RUS, DOSI keep)** [ecologically] **(RUS keep) (DOSI del)** similar **and both the pelagic and benthic environments (DOSI)** before the commencement of mining. ~~[~~Additional Impact Reference Zones and Preservation Reference Zones have to be introduced subsequently, once areas ecologically dissimilar from the primary Preservation Reference Zones are impacted, to warrant future comparability.~~]~~

~~2.3. To designate representative IRZs/PRZs requires characterisation of the pelagic and benthic environment including all sub-habitats that may be impacted by Exploitation activitiesmining operations, and determination of regional distributions and patterns of connectivity of communities. Temporal variation must also be evaluated over multiple years.~~ **(FRA keep)**

~~3.~~4. Impact Reference Zones~~IRZs~~ must be zones where direct impacts from mining are predicted to occur once mining commences.

~~5. [All types of impact [from mining related activities in any Contract Area identified in the Environmental Impact Statement], must correspond with [at least 1] IRZ[/IRZs] which will enable the Contractor to monitor these impacts. Designation of multiple IRZs [(or a very large IRZ) may be necessary is possible] for this purpose.]~~ **(GER, FRA keep)**

5 Alt. All types of environmental impacts arising from activities under this contract must correspond with at least one Impact Reference Zone to enable the Contractor to monitor these impacts. A Contractor may need to designate multiple Impact Reference Zones to meet the requirements of this provision. (GER, RUS, DOSI, NLD)

~~4.~~6. The area(s) of the Impact Reference Zones~~IRZ(s)~~ needs to be sufficiently large and representative to allow adequate assessment of recovery of populations and environmental conditions after the Exploitation activities, in accordance with the applicable ~~relevant~~ Standards and taking into consideration ~~account relevant~~ Guidelines.

~~5.~~7. ~~PRZs~~Preservation Reference Zones will be important in identifying natural variations in environmental conditions against which impacts shall be assessed and must be comparable to that of the ~~i~~Impact~~ed~~ ~~a~~Areas, in accordance with the applicable ~~relevant~~ Standards and, taking into consideration ~~account the relevant~~ Guidelines. [~~The abiotic and biotic baseline data include but are not limited to the quantity and quality of mineral resources, species composition and habitat types.~~]

~~6.~~8. ~~PRZs~~Preservation Reference Zones must be areas that will not be impacted by Exploitation activities from any C~~c~~ontractor, including impacts from operational and discharge plumes and including during the post-closure period. ~~PRZs~~Preservation Reference Zones should ~~must~~ also be free from impacts of other industrial activities. ~~PRZs~~Preservation Reference Zones should ~~must~~ have to remain unimpacted throughout the post-mining monitoring period.

~~7.~~9. Where a Contract Area consists of several disjunct sub-areas that are isolated from each other, then each of those areas would require a corresponding Preservation Reference Zone~~PRZ~~ and Impact Reference Zone~~IRZ~~.

~~8.~~10. Use of multiple Preservation Reference Zones~~PRZs~~ and ~~IRZs~~Impact Reference Zones should be considered for increase in statistical rigour, and chance of detecting effects and adding redundancy in case of unexpected variation/plan changes.

~~9.~~11. The area of the Preservation Reference Zone~~PRZ~~ needs to be sufficiently large to contain **[**sufficiently large populations**] (DOSI res)** to guarantee long-term survival. The ~~PRZ~~Preservation Reference Zone will also require a buffer zone around it to protect the populations and ensure maintenance of natural environmental conditions in the Preservation Reference Zone~~PRZ~~.

~~12. Abiotic and biotic parameters, within the IRZ and PRZ will need to be monitored to quantify impacts. This includes but is not limited to monitoring species diversity and function. To establish an adequate baseline and to find suitable indicator species (e.g., the sensitive species that will suffer most from an impact, key stone species that are crucial for ecosystem processes, or species which abundance indicates a disrupted ecosystem functioning), it will be necessary to catalogue most species in the IRZ and PRZ in question and unravel their functions. This will require sufficient sampling effort to collect sample sizes that allow for a meaningful comparison (i.e., with high statistical power).~~ **(FRA keep)**

~~13. The longevity of PRZs and duration of post monitoring are important. The duration of post-mining monitoring should last until [monitoring results show a trajectory towards recovery. Post-mining monitoring should be described in the final EMMP and/or Closure Plan] no measurable difference between IRZ and PRZ can be detected anymore.~~

~~10.~~

~~[~~ ~~[13 Alt. Post mining monitoring shall continue until~~ [monitoring show a trajectory towards recovery of] ~~ecosystem function~~ [~~returns to the level of the pre-mining condition~~] ~~agreed within the EMMP/Closure Plan and taking into account the time taken to reach a new equilibrium state.~~]] **(CHI keep)**

~~11.~~14. [Isolation of ~~PRZs~~Preservation Reference Zone is important. Any ~~PRZ~~Preservation Reference Zone will by definition have to remain unimpacted throughout the post-mining monitoring period.] **(RUS del)**

[~~15. To designate representative IRZs/PRZs requires characterisation of the pelagic and benthic environment including all sub habitats that may be impacted by Exploitation activitiesmining operations, and determination of regional distributions and patterns of connectivity of communities. Temporal variation must also be evaluated over multiple years.~~

~~16. An applicant will need to be able to demonstrate knowledge of species' ecological requirements (e.g. for successful reproduction); an average population density alone will not suffice.~~

Comment

One delegation proposed to include "*ecologically*" in para 2.

Annex XI

Parent Company Liability Statement

THIS "STATEMENT" made the ... day of ... by

A. [insert name of Managing Company], with its statutory seat at [insert address and home State] and registered at [insert Chamber of Commerce or Trade Register details], represented by ..., with the authority to provide this Statement on behalf of [Managing Company]; and

B. [insert name of Contractor], with its statutory seat at [insert address and home State] and registered at [insert Chamber of Commerce or Trade Register details], represented by ..., with the authority to provide this Statement on behalf of [Contractor]; and

irrevocably and unconditionally DECLARE and REPRESENT that:

Obligations of [Managing Company]

1. [Managing Company] is jointly and severally liable for any debts and liabilities of [Contractor] arising in relation to:

(i) the obligations of [Contractor] that follow from the agreement that is to be concluded between [Contractor] and the International Seabed Authority for the exploitation of Resources in the Area (hereinafter referred to as "the Exploitation Contract");

(ii) the acts performed by [Contractor] in the performance of the Exploitation Contract; and

(iii) the omissions that [Contractor] makes in the performance of the Exploitation Contract (hereinafter referred to as "the Joint and Several Liability Obligation");

2. [Managing Company] has the financial capability to comply with the Joint and Several Liability Obligation, or can draw on a parent company or its shareholders in order to do so (hereinafter referred to as "Certainty of Funds");

3. [Managing Company] confirms that the Contractor is adequately insured to perform the Exploitation Contract in accordance with the applicable regulations and that such insurance will remain in place until such time as the Contractor's insurance should be in place, in accordance with the Regulations on Exploitation of Resources in the Area (hereinafter referred to as "the Regulations") and the Exploitation Contract (hereinafter referred to as "Certainty of Insurance");

4. [Managing Company] will procure that [Contractor] complies with the terms and conditions of their Exploitation Contract and the rules, regulations and procedures of the International Seabed Authority, in a manner consistent with the Convention and the Agreement, by among others, but not limited to, exercising its voting rights in the

shareholder's meeting of [Contractor] and issuing instructions to the directors of [Contractor], when it is competent to do so;

4 bis This statement constitutes a direct irrevocable and enforceable undertaking by [the Managing Company] in favour of the Authority, which the Authority may enforce directly and independently of any action. (SLE-AFR)

Enforcement of Obligations of [Managing Company]

5. At any given point in time, the International Seabed Authority is authorized to request documentation to support the [Managing Company's] compliance with its obligations of Certainty of Funds and Certainty of Insurance, and that failure to do so within 15 working days or inability to substantiate such Certainty of Funds or Certainty of Insurance has to be remedied by [Managing Company] within a period of 90 days;

6. Should [Managing Company] fail to comply with the obligations in provision 5 above, the International Seabed Authority shall suspend the Exploitation Contract by issuing a written notice to the Managing Company and the Contractor in accordance with the applicable regulations, as a consequence of which the Contractor shall cease its operations in the exercise of the Exploitation Agreement until the International Seabed Authority is satisfied that [Managing Company] has remedied its failure to comply with the obligations in provision 5 above **and such suspension shall be without prejudice to any other rights, remedies or enforcement measures available to the Authority under the Exploitation Contract, these regulations or general law (SLE-AFR)**;

;

7. Notices to [Managing Company] and [Contractor] are to be sent to the following address: [insert contact details of Managing Company and Contractor].

Miscellaneous Provisions

8. If [Contractor] transfers its rights and obligations under an Exploitation Contract in whole, [Contractor] and [Managing Company] shall procure that the party that qualifies as the "Managing Company" under Regulations of the Transferee provides a statement substantially in the same form as Schedule 14 to the Exploitation Contract (Parent Company Liability Statement);

9. If [Contractor] transfers its rights and obligations under an Exploitation Contract in part, this STATEMENT shall remain in full force and effect, unless [Contractor] and [Managing Company] procure that the party that qualifies as the "Managing Company" under Regulations of the Transferee provides a statement substantially in the same form as Schedule 14 to the Exploitation Contract (Parent Company Liability Statement);

[10.If [Managing Company] no longer directly or indirectly owns or controls [Contractor], the party that comes to qualify as the "Managing Company" under the Schedule to the Regulations shall issue a statement substantially in the same form as

Schedule 14 to the Exploitation Contract (Parent Company Liability Statement); **] (GBR del)**

10 bis Where the Authority is not satisfied that the entity proposed as the Managing Company has sufficient legal or financial capacity to perform this statement, the Authority may require that the ultimate parent company, or any other controlling entity within the corporate group with demonstrable financial substance, also executes this statement or supplements the undertaking in favour of the Authority. (SLE-AFR)

11. This STATEMENT or the obligations provided for in this STATEMENT cannot be assigned, transferred or novated;

12. A change in the corporate seat of [Managing Company] does not affect the validity of this STATEMENT;

12 bis The obligations under this statement shall remain in force not withstanding insolvency, dissolution, liquidation, merger, demerger, restructuring, sale of assets, or any analogous proceeding affecting [Contractor] or [Managing Company]. (SLE-AFR)

13. [Managing Company] undertakes not to engage in any contracting or other corporate practice that serves to avoid its liability and responsibility as provided for under this STATEMENT;

14. This STATEMENT shall remain in effect after the termination of the Exploitation Contract and can be invoked for any conduct that is reasonably attributable to the Contractor; and

15. Any disputes arising in relation to this STATEMENT shall be settled in accordance with Part XII of the Regulations. [Managing Party] herewith provides its explicit written consent to being a party to such dispute settlement procedures.

~~Appendix I~~

~~Notifiable events~~

Comment

This is the only remaining appendix, and it has thus been proposed to remove the content to the Schedule, where the definition of Incidents is also placed. It is proposed to provide the listing in connection with the definition of Notifiable Events.

~~[In respect of an Installation or vessel engaged in activities in the Area, notifiable events for the purposes of Regulation 34 include any of the following events, except for where it constitutes an Incident for the purposes of these Regulations:~~

~~1. Occupational lost time illness.~~

~~2. Occupational lost time injury.~~

~~3. Marine Mammal Fatality.~~

~~4. Significant leak of hazardous substance [as determined in accordance with the applicable Standard and taking into consideration the applicable Guideline].~~

~~5. Unauthorized Mining Discharge.~~

~~6. Adverse environmental conditions [with likely][that cause or likely to cause] significant safety and/or environmental consequences.~~

~~7. Significant threat or breach of security, [including cyber security].~~

~~8. Impairment or/damage to safety or environmentally critical equipment, [where such impairment or damage prevents compliance with the Regulations].~~

~~9. Contact with fishing gear resulting in its damage.~~

~~10. [Suspected] Ccontact with submarine pipelines or cables resulting in its damage [or an event that is likely to such damage].~~

~~11. Contact with equipment related to marine scientific research resulting in its damage.]~~

~~Appendix II~~

~~Schedule of annual, administrative and other applicable fees~~

[Omitted. Suggested replaced to a separate decision of the Council, as per the proposal of several delegations, and is currently placed in the suspense document.]

~~Appendix III~~

~~Monetary Penalties~~

[Omitted. Suggested replaced to a separate decision of the Council, as per the proposal of several delegations, and is currently placed in the suspense document.]

~~Appendix IV~~

~~Determination of a royalty liability~~

[Omitted. Suggested replaced to the Standard and Guidelines and is currently placed in the suspense document.]

~~Standard and Guidelines concerning financial terms of a Contract~~

[Currently placed in the Revised Suspense Document.]

Schedule

Use of terms and scope

Comments

- Many proposals have been provided to the Schedule, and a reading of the Schedule has been outstanding since the release of the Consolidated Text (ISBA/29/C/CRP.1). Accordingly, the below merely reflects a compilation of proposals, and the mark-up is reflected against the clean version that was provided in the Revised Consolidated Text (ISBA/30/C/CRP.1).
- In general, several terms need further discussion and updating, and it is suggested that several smaller groups work on 1-2 specific terms and return with a compromise solution. It has been proposed to create a group that should handle the use of the terms Good Industry Practice, Best Environmental Practices, Best Available Scientific Information/Knowledge and Best Available Techniques

Rev.3 – Group Submission (Intersessional Working Group on Underwater Cultural Heritage)

- Adjustment to the definitions of Environmental Impact Assessment, Feasibility Study, Protection [of the Marine Environment], Stakeholder and Underwater Cultural Heritage have been adjusted based on the submission of the IWG on UCH (linked in the explanatory note).
- Based on the same submission, the definition of "Venerated Site" has been added.

"Agreement"	means the Agreement relating to the Implementation of Part XI of the United Nations Convention on the Law of the Sea of 10 December 1982.
"Application" and **"Applicant"**	means an application and an applicant, respectively, for a Plan of Work for exploitation in the form of a contract with the Authority.]
"Authority"	means the International Seabed Authority as established by part XI of the Convention and for the purposes of these Regulations shall include all organs of the Authority save for the Enterprise, except where the Enterprise is expressly stated as being included.
"Beneficial Ownership Registry"	means [to be inserted]. **the official records maintained by the Authority of the natural persons who ultimately own control or derive substantial benefit**

	from a contractor or any entity within its corporate structure for the purposes of an exploitation contract (PEW)
"Best Available Scientific [Information]/[Knowledge]"	means the scientific information and data accessible and attainable that, in the particular circumstances, is accurate, reliable, and relevant of good quality and is objective, **[**within reasonable technical and economic constraints,**] (DOSI del)** and is based on internationally recognized scientific practices, standards, technologies and methodologies, including peer review.
"Best Available Techniques"	~~[~~means the latest stage of development, and state-of-the-art processes, facilities or methods of operation that indicate the practical suitability of a particular measure for the prevention, reduction and control of pollution and the Protection of the Marine Environment from the harmful effects of activities in the Area, taking into account the guidance set out in the applicable Standards and Guidelines.~~]~~ **(GER keep)** ~~[**Alt. "Best Available Techniques"** means the most effective and advanced stage in the development of activities and their methods of operation which indicates the practical suitability of particular techniques for providing the basis for emission limit values and other permit conditions designed to prevent and, where that is not practicable, to reduce emissions and the impact on the environment as a whole:~~ ~~(a) 'techniques' includes both the technology used and the way in which the Installation is designed, built, maintained, operated and Decommissioned;~~ ~~(b) 'available techniques' means those developed on a scale which allows implementation in the relevant industrial sector, under economically and technically viable conditions, taking into consideration the costs and advantages, whether or not the techniques are used or produced inside the Member State in question, as long as they are reasonably accessible to the operator.~~ ~~(c) 'best' means most effective in achieving a high general level of protection of the environment as a whole;]~~
"**Best Environmental Practices"**	means the application of the most appropriate combination of environmental control measures and strategies, for purposes of ensuring the effective ~~p~~Protection of the Marine Environment, and based on the Best Available Scientific Information and Best Available ~~Technology~~ Techniques that will change with

	time in the light of improved knowledge, understanding or technology, as well as the incorporation of the relevant traditional knowledge of Indigenous Peoples, and **of (FSM)** local communities **where available (ARG)** and in accordance with applicable Standards taking into account the relevant Guidelines. **(GER keep)**
"Calendar Year"	means a period of 12 months, ending with 31 December.
"Certified Laboratory"	means a testing or calibration facility that has been formally accredited by a recognised accreditation body to demonstrate compliance with the relevant international standard.
"Change of Control"	means where there is a change resulting in ownership of 50 percent or more of the Contractor, or of the membership of the joint venture, consortium or partnership, as the case may be, or a change resulting in ownership of 50 percent or more of the entity providing an Environmental Performance Guarantee [**Alt.1** means the occurrence of any of the following events: (a) a transaction by which any person or group obtains beneficial ownership of more than 50% of the outstanding voting stock of the Company or newly represents more than 50% of the combined voting power with respect to the election of directors; (b) a merger or consolidation of the Company with any other entity where the resulting entity is not controlled by the Company's preexisting shareholders; (c) the sale or transfer of substantially all of the Company's assets; (d) a change in the [majority] **(RUS res)** of the Company's Board of Directors as the result of a transaction] **(GER, RUS, PEW keep)** **Alt.2** means a Change of Control of an applicant, a Change of Control of a Contractor, or a Change of Control of an entity providing an Environmental Performance Guarantee on behalf of a Contractor, as applicable.
"Change of Control of a Contractor"	means a change in the Effective Control of a Contractor.
"Change of Control of an entity providing an Environmental Performance Guarantee on behalf of a Contractor"	means a change of the natural or judicial person who has the power to secure that the affairs of the entity providing an Environmental Performance Guarantee are conducted in accordance with its wishes.

"Change of Nationality"	means a change in the nationality of a natural person or a change of State in which a judicial person is incorporated.
[**"Closure"**] **(RUS res)**	means activities undertaken within a Contract Area once Commercial Production has ceased, and includes: Decommissioning, post-mining monitoring and reporting, and any Rehabilitation and Restoration or compensatory measures that may be agreed. **(PEW to propose additional text)**
[**"Closure Plan"**] **(RUS res)**	means a document that contains an integrated environmental, social and economic base case for Decommissioning, closure and post closure activities and conditions against which future monitoring can be compared. It will be revised through the lifetime of the Exploitation Contract and must be considered as an integral part of operational planning. **Alt.** means the document referred to in annex VIII.
"Collision"	means the act of a moving vessel (including an aircraft) striking another vessel, or striking a stationary vessel or object (e.g., a boat striking a drilling rig or platform) **and also as per the international regulations for preventing collision at sea (BGD).**
"**Commercial Production**"	[shall be deemed to have begun where a Contractor engages in Sustained Large-scale Recovery operations which yield a quantity of materials sufficient to indicate clearly that the principal purpose is large-scale production rather than production intended for information-gathering, analysis or the testing of equipment or plant.] **(PEW res)**
"Commission"	means the Legal and Technical Commission of the Authority.
"Communication"	means any application, request, notice, report, consent, approval, waiver, direction or instruction required or made under these Regulations;
~~**"Competent Independent Experts"**~~ **(DOSI, PEW keep)**	~~means [to be developed. Reference is also made to the comment box for DR 84].~~
"Confidential Information"	shall have the meaning assigned to that term by regulation 89.
~~**"Contamination"**~~**(GER, DOSI keep)**	~~means the presence of an impurity where a pure or contaminant free medium would be expected; the~~

	~~contaminant can be the result of human activity or naturally occurring.~~
"Contract Area"	means the part or parts of the Area allocated to a Contractor under an Exploitation Contract and defined by the coordinates listed in schedule 1 to such Exploitation Contract.
"Contractor"	means any party to an Exploitation Contract (other than the Authority) in accordance with Part III of these Regulations and, where the context applies, shall include its employees, subcontractors, agents and all persons engaged in working or acting for them in the conduct of its operations under the Exploitation Contract. [Alt.1 Except where expressly excluded in these Regulations, the term "Contractor" shall also include the Enterprise.] [Alt.2 The term "Contractor" shall also include the Enterprise, except where excluded in light of the context and in accordance with the provisions and the spirit of the Convention and the Agreement.] **(RUS keep Alt 1)**
"Controlling National"	has the meaning ascribed to that term in the definition of Effective Control.
"Convention"	means the United Nations Convention on the Law of the Sea.
"Council"	means the executive organ of the Authority established under article 158 of the Convention.
"Cumulative [Environmental] (ON del) Effects(GER)"	means any changes to the environment, health, social and economic conditions as a result of a project's residual effects combined with the existence of other past, present and reasonably foreseeable physical activities (Oceans North) and **[**~~[material]~~**] (GER, Oceans North del)** consequences in the [Marine Environment] (Oceans North del) arising over time from the conduct of Exploitation activities or in combination with other stressors and activities **[**in the same area**] (NOR del)**, including those not regulated by the Authority. In the (Oceans North) case of cumulative effects, the combination of all effects in the same area may be more severe than the sum of its parts.
"Day"	means calendar Day.
"Decommissioning"	means measures taken, whether onshore or offshore, to permanently cease the operations, remove, or dispose of structures, facilities, Installations, and other equipment

	erected or used for the purposes of activities undertaken pursuant to an Exploitation Contract, in connection with the abandonment or cessation or partial cessation of those activities in a Contract Area or part of a Contract Area.
"Designated Representative"	means the person so named on behalf of a Contractor on the Seabed Mining Register or prior to award of the Exploitation Contract, in the application.
"Ecosystem Approach"	means a comprehensive, integrated and interdisciplinary approach to the management of human activities based on the Best Available Scientific Knowledge to balance ecological, social and governance principles at appropriate temporal and spatial scales in a distinct geographical area to achieve ecosystem conservation and sustainable resource use. Scientific knowledge and effective monitoring are used to acknowledge connections, integrity and biodiversity within an ecosystem along with its dynamic nature and associated uncertainties. The ecosystem based approach recognizes coupled socio-ecological systems, with Stakeholders involved in an integrated and adaptive management process where decisions reflect societal choice.
"Ecosystem Integrity"	means the ability of an ecosystem to support and maintain ecological processes and a diverse community of organisms. It is measured as the degree to which a diverse community of native organisms is maintained, and is used as a proxy for ecological resilience, intended as the capacity of an ecosystem to adapt in the face of stressors, while maintaining the functions of interest. Alt: means the state or condition of an ecosystem, assessed by reference to its original state or an appropriate reference condition within the range of natural variation, in which its composition, structure and functions are maintained, restored or enhanced, such that the ecosystem retains its characteristic biodiversity and ecological processes as well as its capacity to deliver ecosystem services and recover from disturbance. It also includes the integrity of physical, chemical and geological characteristics and processes that underpin ocean systems, including ocean-atmosphere interactions. [Rev.3 – Group submission – FoP on Environmental Goal and OBjectives]
~~**"Effect"**~~	~~is the consequence or outcome of an action or activity during the project; it is typically broader and more functional than an impact.~~

"Effective Control" or **"effectively controlled"**	means a required, substantial and genuine link between Sponsoring State and Contractor, which includes for non-State actors the location of the company's management and beneficial ownership, as well as the ability of the Sponsoring State to ensure the availability of resources of the Contractor for fulfilment of its Exploitation Contract with the Authority and any liability arising therefrom, through the location of such resources in the territory of the Sponsoring State or otherwise.
"Effective Control" or **"effectively controlled Alt.1"**	means the substantial and genuine link between Sponsoring State and Contractor, demonstrated by the Contractor being a national of the Sponsoring State and being subject to its effective jurisdiction and regulatory control.
"Effective Control"	**Alt.2** of an applicant or Contractor by: (a) A State which is not the State of nationality of the applicant or Contractor (the Controlling State); or (b) A national of a State which is not the State of nationality of the applicant or Contractor (the Controlling National), means that the Controlling State or Controlling National has the power to secure that the affairs of the applicant or Contractor are conducted in accordance with the instructions or directions of the Controlling State or Controlling National, applying the relevant Standard. **Alt.3** of an applicant or Contractor means: (a) with respect to a State which is the State of Nationality of the applicant or Contractor, "Effective Control" means the existence of regulatory control and meaningful economic ties between the applicant or Contractor and that State; or (b) with respect to another State that is not referred to in (a) above, or to a national of that State, "Effective Control" means the exercise of influence resulting in de facto control of the applicant or Contractor by that State.
"Effective Protection"	means achieving the Authority's Strategic Environmental Goal and Objectives pursuant to regulation 44ter, the regional environmental objectives, environmental thresholds and the requirements of regulation 13, paragraph 9.

"Emergency Response and Contingency Plan"	means the document referred to in Annex V.
"Environmental Effect"	~~means any [material] consequences in the Marine Environment, arising from [Environmental Impacts caused by] the conduct of activities under an Exploitation Contractactivities, being positive, negative, direct, indirect, temporary or permanent, or including Cumulative Environmental Effects.~~ **[Alt.** means any~~ material~~ consequence~~s~~ or outcome of an Environmental Impacts~~ in the Marine Environment~~ arising from action or ~~the conduct of Exploitation~~ activity to the environment.~~ies, whether positive, negative, direct, indirect, cumulative, temporary or permanent.~~
"Environmental Impact"	~~means changes, biological, physical and or chemical, to the environment, resulting from Exploitation activities.~~ **[Alt.** means the influence of an action or activity on the environment.]
"Environmental Impact Assessment"	means the process of identifying, predicting, evaluating and mitigating the physicochemical, biological, socioeconomic, sociocultural and other relevant effects of development proposals prior to major decisions being taken and commitments made. This includes all potential effects, both positive and negative, and encompasses natural and anthropogenic receptors.
"Environmental Impact Assessment Process"	means the process set out in regulation 47.
"Environmental Impact Statement"	means the documentation of the Environmental Impact Assessment, which describes the predicted effects of the project on the environment (and their significance), the measures that the applicant is committed to taking to avoid, minimise and reduce them where possible, and the remaining effects that cannot be avoided.
"Environmental Management System"	means the part of the overall management system [implemented]/[applied] by a Contractor that includes organizational structure, planning activities, responsibilities, practices, procedures, processes and resources for developing, implementing, achieving, reviewing and maintaining environmental policy, goals, objectives and environmental performance. [**Alt. "Environmental Management System"** means part of the management system used to manage

	environmental aspects, fulfil compliance obligations, and address risks and opportunities.]
"Environmental Risk Assessment"	means the process for identifying and evaluating Environmental Risk using a generally accepted risk assessment methodology.
"Environmental Performance Guarantee"	means a financial guarantee supplied under regulation 26.
~~**"Environmental Performance Guarantor"**~~	~~means each entity or individual that provides an Environmental Performance Guarantee in accordance with these Regulations.~~
"Environmental Plans"	means the Environmental Impact Statement, the Environmental Management and Monitoring Plan and the Closure Plan.
"Exploit" and **"Exploitation"**	mean the recovery for commercial purposes of Resources in the Area with exclusive rights and the extraction of Minerals therefrom, including the construction and operation of mining, processing and transportation systems in area beyond national jurisdiction, for the production and marketing of Metals, as well as the Decommissioning and Closure of Exploitation activities.
"Exploitation Contract"	means an exploitation contract entered into between the Authority and a Contractor in the form prescribed in regulation 17 and Annex IX to these Regulations.
"Exploration Regulations"	means the regulations on prospecting and exploration for polymetallic nodules in the Area, the regulations on prospecting and exploration for polymetallic sulphides in the Area and the regulations on prospecting and exploration for cobalt-rich ferromanganese crusts in the Area, as the case may be and as replaced or amended by the Council from time to time.
"Explore" and **"Exploration"**	as applicable, mean the searching for Resources in the Area with exclusive rights, the analysis of such Resources, the use and testing of recovery systems and equipment, processing facilities and transportation systems and the carrying out of studies of the environmental, technical, economic, commercial and other appropriate factors that must be taken into account in Exploitation.
"Facility"	means a vessel, a structure, installation, or an artificial island used for offshore exploitation operations.

"Feasibility Study"	means a comprehensive study of a Mineral deposit in which all geological, engineering, legal, operating, economic, social, cultural, environmental and other relevant factors are considered.
"Final Closure Plan"	means the version of a Contractor's Closure Plan that has been approved by the Council pursuant to regulation 60.
"Financial Incentive"	means a financial grant or reduction of amounts otherwise payable to the Authority which otherwise complies with the requirements for financial incentives in these Regulations and in Standards and Guidelines.
"Financing Plan"	means the document referred to in Annex III.
"Force Majeure"	means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.
"Good Industry Practice"	means the exercise of the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected to be applied by a skilled and experienced person engaged in the marine mining industry and other related extractive industries worldwide [and includes meeting the performance requirements under the rules, regulations and procedures of the Authority].
"Guidelines"	means such documents issued by the organs of the Authority pursuant to regulation 95.
"Impact"	is the influence of an action or activity on inter alia the biological, chemical, or physical environment, or sociocultural or economic values.
"Impact Area" or "Impact Areas"	means the zone or region on the seafloor and in the water column subject to measurable effects from activities under an Exploitation Contract related to 1 or several Mining Area(s).
"Impact Reference Zone"	~~(or "IRZ")~~ means a zone designated within the Contract Area [in accordance with Annex X bis to these Regulations] that is representative of the environmental characteristics of the Contract Area, is predicted to be impacted by Exploitation activities, and will be used to assess the effects of activities under an Exploitation

	Contract on the Marine Environment, including by way of comparison with the Preservation Reference Zones.
"Incident"	means an event, or sequence of events, where activities in the Area result in: (a) ~~A~~a marine Incident or a marine casualty as defined in the Code of International Standards and Recommended Practices for a Safety Investigation into a Marine Casualty or Marine Incident (Casualty Investigation Code, effective 1 January 2010) and other relevant standards and guidelines for offshore exploitation operations; (b) a~~A~~ significant unanticipated or unpermitted adverse impact to the Marine Environment or to other existing legitimate sea uses, whether accidental or not, or a situation in which such adverse impact was only narrowly avoided is a reasonably foreseeable consequence of the situation; ~~and/or~~ (c) d~~D~~amage to a submarine cable or pipeline, other subsea technology, or any Installation;~~.~~ (d) fires and explosions; and/or (e) other Notifiable Events~~ outlined in Appendix I of these Regulations~~. ***"Incident"*** *means any event or sequence of events arising from activities in the Area that results in, or presents an imminent and serious risk of resulting in:* 1. *Harm to the Marine Environment in breach of the Plan of Work, environmental Standards including those setting out environmental threshold values, or any other of the rules, regulations and procedures of the Authority.* 2. *Death or serious injury to a person, or other serious harm to human health or safety at-sea.* 3. *Significant interference with other legitimate marine use or maritime actors operating in the vicinity.* 4. *Any other event reasonably assessed to require immediate activation of the Contractor's emergency response procedures under its Emergency Response and Contingency Plan.* *A non-exhaustive list of examples of such events may include: fire, explosion, loss of control of machinery, collision, catastrophic equipment failure or damage, loss of vessel, failure of vessel or installation stability or*

	dynamic positioning capability, loss of person from a ship, harm to person requiring medical evacuation, damage caused to third-party marine infrastructure or equipment (e.g. fishing gear, marine scientific research equipment, submarine cables or pipelines), unauthorised Mining Discharge or leak of hazardous or noxious substance of a scale or nature that presents serious or imminent risk of harm to the environment or human health. (GER)
"Incidents Register"	means a register to be maintained by the Contractor on board a mining vessel or Installation to record any Incidents or ~~n~~Notifiable ~~e~~Events.
"Independent Auditor"	means an auditor appointed by [the Contractor] to conduct an audit in respect of a Contractor and/or its related entities in accordance with the relevant Standards and taking into account the Guidelines.
"Inspector"	means a person acting under Part XI of these Regulations.
"Inspector Code of Conduct"	means [to be inserted]
"Installations"	includes, insofar as they are used for carrying out activities in the Area, structures and platforms, whether stationary or mobile.
["Managing Company"]	[means [to be inserted]]
"Marine Environment"	includes the physical, chemical, oceanographic geological, genetic, and biological components, conditions and factors which interact and determine the productivity, state, condition and quality and connectivity of the marine ecosystem(s), the waters of the seas and oceans and the airspace above those waters, species, biodiversity, ecosystems, as well as the seabed and ocean floor and subsoil thereof.
"Material Change"	means a [substantial]/[significant] change that affects the basis on which an original report, document or plan, including a Plan of Work, was accepted or approved by the Authority, and includes changes such as physical modifications, changes to harmful effects of activities on the Marine Environment, other Environmental Effects or effects on Stakeholders, the availability of new knowledge or technology and changes to operational management that are to be considered in light of the applicable Guidelines.

	[Alt "Material Change" means a substantial or significant change to the basis on which the original report, document or plan, including a Plan of Work, was accepted or approved by the Authority.] **[Alt 2 "Material Change"** means a change that effects the fundamental basis on which the original report, document or plan, including a Plan of Work, was accepted or approved by the Authority**].** **[Alt. 3 "Material Change"** means a significant change that affects the basis on which an original report, document or plan, including a Plan of Work, was accepted or approved by the Authority, as may be further defined in a Standard, and which may include changes such as modifications to the way in which Exploitation activities are conducted; changes to assessments of harmful effects of activities on the Marine Environment, or effects on Stakeholders; the availability of new knowledge or technology; changes to a Contractor's operational management; and changes to any applicable Standards and Guidelines.] **[Rev.3. –** the changes to Alt.3. reflects changes prepared by the FoP on Modification of a Plan of Work**]**
"Metal"	means any metal contained in a Mineral.
"Minerals"	means Resources that have been recovered from the Area.
"Mining Area"	means the part or parts within the Contract Area from which Minerals will be extracted, as described in a Plan of Work, as may be modified from time to time in accordance with these Regulations.
"Mining Discharge"	means any sediment, waste or other effluent directly resulting from Exploitation, including shipboard or Installation processing immediately above a mine site of Minerals recovered from that mine site and includes but is not limited to, disposal, spilling, leaking, pumping, emitting, emptying, or discharging.
"Mining Workplan"	means the document referred to in Annex II, including any modifications made from time to time in accordance with these Regulations.
"Mitigate" and **"Mitigation"**	means acting/an action or activity intended to remedy, reduce or offset known potential negative impacts to the environment. These occur in a strict hierarchy:

	(a) Avoiding an Environmental Effect altogether by undertaking or not undertaking a certain activity or parts of an activity; (b) For Environmental Effects that cannot be avoided, minimizing effects by limiting the degree or magnitude of the activity and its implementation [to the extent practicable and necessary to ensure ~~p~~Protection of the Marine Environment]; (c) For Environmental Effects that cannot be avoided or minimised rectifying the effect by repairing, rehabilitating or restoring the affected Marine Environment; and (d) For Environmental Effects that cannot be avoided, minimised or rectified, reducing or eliminating the impact over time through preservation and maintenance operations during the life of the mining activity; [(e) Offsetting, only as a last resort and if it becomes technically and scientifically feasible in the future.]
~~[**"Monopolize"**]~~	~~[means the ability to control over 75 per cent of the estimated annual volume of similar Mineral bearing ore exploited, produced or removed from the Area after Commercial Production has occurred in respect of at least 2 Exploitation Contracts.]~~ [Rev 3 – proposed deleted by the FoP on Monopolizationatio]
"Non-Compliance Notice"	means [to be defined]
["Notifiable ~~e~~Events"]	[means, for the purposes of regulation 34, ~~include~~ any of the following events, except for where it constitutes an Incident for the purposes of these Regulations: 1. Occupational lost time illness. 2. Occupational lost time injury. 3. Marine Mammal Fatality. 4. Significant leak of hazardous substance [as determined in accordance with the applicable Standard and taking into consideration the applicable Guideline]. 5. Unauthorized Mining Discharge. 6. Adverse environmental conditions [~~with likely~~][that cause or likely to cause] significant safety ~~and/~~or environmental consequences. 7. Significant threat or breach of security, [including cyber security].

	8. Impairment or/damage to safety or environmentally critical equipment, [where such impairment or damage prevents compliance with the Regulations]. 9. Contact with fishing gear resulting in its damage. 10. [Suspected] Ceontact with submarine pipelines or cables resulting in its damage [or an event that is likely to such damage]. 11. Contact with equipment related to marine scientific research resulting in its damage.] *"Notifiable Event" means any event or sequence of events arising from activities in the Area that does not constitute an Incident but that may indicate elevated risk to safety, the Marine Environment, other legitimate marine users, or the Contractor's ability to satisfactorily perform its Plan of Work.* *A non-exhaustive list of examples of such events may include:* - *Reaching environmental early-warning indicator as set out in the Contractor's Environmental Monitoring and Management Plan or in the Authority's environmental threshold Standards.* - *Unauthorised Mining Discharge that does not meet the definition of an Incident.* - *Impairment or damage to safety critical or environmentally critical equipment.* - *Data anomalies or sensor failure in environmental monitoring systems.* - *Marine mammal fatality.* - *Significant occupational lost time due to illness or injury.* - *Loss of equipment on the seafloor or in the water column.* - *Contact or suspected contact with third-party marine infrastructure (e.g., fishing gear, marine scientific research equipment, submarine cables or pipelines).* - *Security related events, including threat or breaches of physical or cyber security.* - *Damage to or failure of technology or equipment essential to the conduct of Exploitation activities.* - *Adverse operating conditions that may cause significant or prolonged disruption to the regular operation of the Exploitation activities. (GER)*

[“Parent Company Liability Statement”]	[means the statement that is to be validly signed by the Contractor and the Contractor’s Managing Company on behalf of those companies, and provided by the Contractor as Schedule 14 to the Exploitation Contract, as amended from, yet substantially in the same form as, Annex XI to these Regulations.]
~~[~~**“Pilot Mining”**~~]~~	[means an *in situ* operating of the integrated system of all equipment and all related process steps, including collector, raiser and release techniques, for exploitation activities in a Contract Area under appropriate technical, spatial and temporal conditions which provides evidence concerning, inter alia, environmental impact, commercial capacity, duration of operations to validate feasibility of future Commercial Production.~~]~~ Alt. 1. [**Pilot Mining** [means an in situ testing of the integrated and full-scale mining system, including collector, riser and release techniques, and all related process steps in compliance with the Exploitation Contract and before the start of Commercial Production.] Alt.2 means in-situ operation under an Exploitation Contract of the fully integrated mining system (collector, riser, processing, discharge), conducted over a defined spatial and temporal scale, after successful Test Mining phases. Its purpose is to validate — under production-like conditions — system performance, commercial throughput, environmental impacts, and operational sustainability. The outcomes are documented in a Pilot Mining Report, which provides the evidentiary basis for assessing feasibility before any decision on full-scale Commercial Production.] [Rev 3. – Alt. 1 and Alt. 2 have been provided by the IWG on Test Mining and Pilot Mining.]
“Plan of Work”	means a Plan of Work for Exploitation in the Area, defined collectively as all and any plans or other documents setting out the activities for the conduct of the Exploitation, which form part of, or is proposed to be part of, an Exploitation Contract.
“Preservation”	means the maintenance of the environment, lands and natural resources without anthropogenic use beyond access.
“Preservation Reference Zone” ~~(or “PRZ”)~~	means a zone designated within the Contract Area in accordance with Annex X bis to these Regulations that

	has been identified as having similar ecological characteristics to an Impact Reference Zone, and within which no mining impacts are predicted to occur, which will be used to show a representative and stable ecosystem from the sea surface to the benthic subsurface layers, and can be used to form a comparison with an Impact Reference Zone.
~~**"Property or equipment damage"**~~	~~means the cost of labour and material to restore all affected items to their condition before the damage, including, but not limited to, the facility, vessel, aircraft, or equipment used on the high seas. It does not include the cost of salvage, cleaning, dry docking, or demurrage.~~
"Protection [of the Marine Environment]"	means any action or activity designed to reduce or prevent pollution, negative environmental impacts or other damage to environment, land, ecosystems, ~~or~~ natural resources, [traditional ownership or customary use of resources, human remains and Underwater Cultural Heritage~~, or intangible Underwater Cultural Heritage~~] by human activities, including to mitigate climate change, to reduce the risk of such damage, to protect and restore biodiversity or to lead to more efficient use of natural resources, including energy-saving measures and the use of renewable sources of energy and other techniques to reduce greenhouse gas emissions and other pollutants, as well as to shift to circular economy models to reduce the use of primary materials and increase efficiencies. It also covers actions that reinforce adaptive capacity and minimise vulnerability to climate impacts.
"Regulations"	means the regulations on exploitation of Mineral resources in the Area, adopted by the Authority.
"Rehabilitation"	means an occurrence of when an ecosystem recovers ~~certain~~ characteristics of its natural state, such as the presence of its original ~~certain~~ species, functions or services.
"Regional Environmental Management Plan"	means a ~~proactive~~ spatial management ~~strategy~~ plan developed by the Authority, containing region-specific information, measures and procedures ~~that anticipates exploitation and that includes the designation of a~~Areas ~~of Particular Environmental Interest~~. [Where the Regulations refer to the "applicable Regional Environmental Management Plan", this shall be understood to mean the Regional Environmental

	Management Plan adopted by the Council for the particular area and type of resource concerned.] **[Rev.3.** Amended based on submitted proposals by the IWG on REMPs**]**
"Related Parties" or **"Related Party"**	means parties that belong to the same corporate structure, such as a parent and subsidiary company, or sister companies which are both subsidiaries of the same parent company, and a state enterprise shall be considered a "~~r~~Related ~~p~~Party" vis-à-vis its host State party or a Contractor sponsored by its host State party unless evidence is provided that any costs, prices and revenues have been charged or determined on an arm's-length basis.
~~**"Relevant Activities"**~~	~~means all activities and business operations which are connected or associated with the mining, harvesting, transporting, processing and/or sale of Minerals or Metals obtained under an Exploitation Contract.~~
"Reserved Area"	means any part of the Area designated by the Authority as a ~~r~~Reserved ~~a~~Area in accordance with article 8 of Annex III to the Convention.
"Resources"	means all solid, liquid or gaseous mineral resources, Mineral-bearing ore, associated Minerals, or mixture thereof *in situ* in the Area at or beneath the seabed.
"Restoration"	means a return to pre-disturbance conditions.
"Roster of Inspectors"	means [to be inserted]
"Rules of the Authority"	means [the Convention, the Agreement,] these Regulations and other rules, regulations and procedures of the Authority, including Standards and Guidelines as may be adopted from time to time.
"Scoping Report"	means [to be inserted]
"Seabed Mining Register"	means the registry established and maintained by the Authority in accordance with regulation 92.
~~**[**"Serious Harm"~~**]**	[~~means any effect from activities in the Area on the Marine Environment which represents an [unlawful] significant adverse change in the Marine Environment determined according to the rules, regulations and procedures of the Authority on the basis of internationally recognized standards and practices informed by Best Available Scientific Information [and,~~

	~~where available, relevant traditional knowledge of Indigenous Peoples and local communities].]~~
[“**Serious Harm to the Marine Environment**~~ALT~~”]	means an Environmental Effect that, individually in combination or cumulatively meets any of the following criteria: (a) it is not likely to be redressed through natural recovery within a reasonable period; (b) it impairs the ability of affected populations to replace themselves; (c) it degrades the long-term natural productivity of habitats or ecosystems; (d) causes, on a more than temporary basis, a loss of species richness or biological diversity, including community structure, genetic connectivity among populations, ecosystem functioning and ecosystem services on the seabed, at the sea surface, and in midwater and in the benthic boundary layer, or habitat; or (e) any other criteria contained in the applicable~~relevant~~ Regional Environmental Management Plan, or Standards.] [**Rev.3**.: change to subpara (e) added after submission of the IWG on REMPs]
“Sponsoring State”	means a State P~~p~~arty ~~or parties~~ to the Convention which submits a certificate of sponsorship of an applicant ~~, and a certificate of registration for any ships/vessels or Installations used to undertake activities in the Area~~ in accordance with regulation 6.
“Stakeholder”	means a natural or juristic person or an association of persons[, including Indigenous Peoples [as well as][and] local communities,] with an interest of any kind in, or who may be affected by, the proposed or existing Exploitation activities under a Plan of Work in the Area, or who has relevant information, ~~[~~knowledge~~]~~ or expertise.
“Standards”	means such documents adopted by the Authority pursuant to regulation 94.
“State”	means a State party or parties to the Convention.
“Strategic Environmental Goal”	means the goal pursuant to regulation 44ter, paragraph 3.

“Strategic Environmental Objectives”	means the objectives pursuant to regulation 44ter, paragraph 4.
~~“Strategic Environmental Goals and Objectives”~~	~~are those goals and objectives as included in Regulation 44 ter. means [to be inserted].~~
~~“Structural damage”~~	~~means damage severe enough so that operations on the facility cannot continue until repairs are made.~~
~~“Sustained Large-scale Recovery Operations”~~	~~means the exploitation, production or removal from the Area of Mineral-bearing ore in a systematic manner over a minimum period specified in the Standards and which constitutes large-scale production.~~
“Suitably Qualified Person”	means a person qualified to conduct a valuation of Mineral-bearing ore in accordance with the relevant standards of the International Organization for Standardization and who otherwise complies with the requirements for a Suitably Qualified Person in Standards and Guidelines.
[“**System of Payments**”]	means the financial mechanisms the Authority applies pursuant to Part VII of the Regulations to determine the payments due from a Contractor to the Authority, including the required forms of payment (such as a royalty payment and profit sharing).]
“Temporary Suspension”	means [to be discussed and inserted]
~~“Test Mining”~~	~~means an *in situ* testing that do not have harmful effects on the marine environment of the integrated system of all equipment and all related process steps (e.g. including collector, raiser and release techniques) for Exploitation activities in a Contract Area under appropriate technical, spatial and temporal conditions which allows the Test Mining for the provision of evidence to support the information provided by an applicant in its application for a Plan of Work for Exploitation, and to assist the Commission and the Council in its evaluation of the application against the criteria contained in Regulation 13 and 15.~~
“Test Mining ~~ALT~~”	means the *in situ* use and testing of a fully integrated and functional mining system, including collection systems and water discharge systems. Alt.1 means an in situ testing of the integrated and full- or reduced-scale mining system, including collector and water discharge systems, in compliance with an

	approval by the Legal and Technical Commission and before an application for an Exploitation Contract.] Alt.2 means in-situ testing operations under an Exploration Contract carried out in clearly defined successive stages — component-level testing (e.g., individual collector, riser, processing/discharge modules), then small-scale integrated system testing, and finally a test of a fully integrated mining system (collector, riser, processing, discharge) over a limited area and duration. The purpose is to build system maturity, reduce risk, and generate real-world data, minimize technical, and environmental risk, and generate empirical data to support future exploitation planning. All results must be documented in a Test Mining Report that would be part of the submission in a Plan of Work for Exploitation.] [Rev.3 – Alt. 1 and Alt. 2 have been provided by the IWG on Test Mining and Pilot Mining]
"Transferee"	means an entity to which a Contractor may transfer, or has transferred, its rights and obligations under an Exploitation Contract in accordance with regulation 23.
"Transfer Profit Share"	means a payment by the Contractor to the Authority in accordance with the applicable Standard in circumstances where the Contractor has transferred its rights and obligations under an Exploitation Contract in accordance with regulation 23.
"Underwater Cultural Heritage"	refers, for purposes of these Regulations, to all traces of human existence found in the Area which have been underwater for at least 100 years, having a cultural, historical or archaeological character, such as objects of prehistoric character, sites, structures, buildings, artifacts, human remains, vessels, aircraft, other vehicles or any part thereof, their cargo or other contents, together with their archaeological and natural context. **[Alt.** Refers, for the purposes of these Regulations to all traces of human existence found in the Area which have been underwater for at least 100 years, having a cultural, historical or archaeological character, or are associated with intangible underwater cultural heritage, such as objects of prehistoric character, sites, structures, ~~buildings,~~ artifacts and human remains, vessels, aircraft, other vehicles or any part thereof, their cargo or other contents, together with their archaeological and natural context. [It also refers to objects or sites which are the subject of intangible underwater cultural heritage.]

	For this purpose, "intangible underwater cultural heritage" refers to practices, representations, expressions, knowledge, skills, and traditions that are transmitted from generation to generation – as expressed in the instruments, objects, artefacts, flora, fauna and cultural spaces associated therewith – that communities, groups, or, in some cases, individuals recognize as part of their cultural heritage; and relate to the underwater environment and its interaction with human cultures. This may include, but is not limited to, traditional navigation knowledge, oral histories associated with maritime landscapes, spiritual and ritual practices linked to water bodies, and artisanal fishing techniques.]
["Venerated Site]	[refers, for purposes of these Regulations, to a submerged natural or cultural location situated in the Area that has special spiritual, religious, or cultural significance for certain peoples and groups, including Indigenous Peoples as well as local communities.]