

## DSCC 4th Intervention part III

Thank you Mr President and good morning delegates

On this important day, thank you for the opportunity to recall one of my favourite quotes of Nelson Mandela, as we strive to protect the greatest wilderness areas in the world, the deep sea. He said:

*"I dream of our vast deserts, of our forests, of all our great wildernesses. We must never forget that it is our duty to protect this environment."*

Now turning to our observations on part III.

Mr President, on the length of the term in DR 21, we suggest that 30 years is very long as a maximum initial term. Only 40 years ago we hardly knew that hydrothermal vents existed. But moreover, there should be clear discretion for the Authority to grant a shorter term contract - this should not just be a matter of agreement between the contractor and the Authority.

Mr President, there is tension between regulatory certainty and flexibility- long contract terms are hard to amend and easy to renew, with little opportunity/ability of the LTC or Council to require amendments. The ISA must retain the ability to amend contracts and conditions mid stream in response to new information, new technology, changes in best environmental practice, and new science.

Further, any renew review needs to take into account all information and scientific information.

With respect to DR 13, 19 and 33, the draft omits the concept of an Impact Area. Impacts of mining may go beyond the mined area, or even a contract area. The area addressed in various places in the regulations needs to take account of the fact that the impact area may be far larger than the contract or project area.

DR 23: Use of contract as security; transfer

The Authority should retain the discretion to refuse a transfer. While sponsoring is a sovereign right, approving an applicant is a right of the ISA. So it is a non sequitur to suggest that since sponsoring is a sovereign right the applicant can transfer the contract to a new entity without any discretion by the Authority. The identity of both the sponsoring State and of the contractor are very important and the Authority must retain control.

DR 31: associate ourselves with the UK observation that environmental protection should be added here. Never should mining be encouraged contrary to protection of the environment.

DR 34: in DR 34, a Contractor shall reduce the risk of Incidents as low as reasonably practicable to the point where the cost of further risk reduction would be grossly disproportionate to the benefits of such reduction.

This does not include a factor weighing the environmental factors: the cost may be grossly disproportionate, but the environmental consequences may also be enormous. This should be a factor.

[ends]