INTERNATIONAL TRIBUNAL FOR THE LAW OF THE SEA

SEABED DISPUTES CHAMBER

CASE CONCERNING THE CONDUCT OF THE INTERNATIONAL SEABED AUTHORITY IN ITS INQUIRY OF NAURU OCEAN RESOURCES INC.

NAURU OCEAN RESOURCES INC. (Applicant) v. THE INTERNATIONAL SEABED AUTHORITY (Respondent)

REQUEST FOR THE PRESCRIPTION OF PROVISIONAL MEASURES SUBMITTED BY NAURU OCEAN RESOURCES INC. UNDER ARTICLE 290(1) OF THE UNITED NATIONS CONVENTION ON THE LAW OF THE SEA

30 MAY 2026

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PART I

REQUEST FOR PROVISIONAL MEASURES SUBMITTED BY NAURU OCEAN RESOURCES INC.

CHAPTER 1
INTRODUCTION

1. This Request for the prescription of provisional measures ("**Request**") is submitted by Nauru Ocean Resources Inc. ("**NORI**" or the "**Applicant**") pursuant to Article 290 of the United Nations Convention on the Law of the Sea ("**UNCLOS**") and Article 25 of the Statute of the International Tribunal for the Law of the Sea (the "**Tribunal**").

2. NORI is a company duly incorporated under the laws of the Republic of Nauru ("**Nauru**") and a contractor sponsored by Nauru within the meaning of Part XI of UNCLOS and Annex III thereto. NORI holds an exploration contract with the International Seabed Authority (the "**Authority**" or the "**Respondent**") for polymetallic nodules in the Area dated 22 July 2011 ("**Exploration Contract**").[1]

3. The present Request arises out of a dispute between NORI and the Authority falling within the scope of Article 187(c)(i) and Article 187(c)(ii) of UNCLOS, namely a dispute concerning "*the interpretation or application of a relevant contract or a plan of work*" and "*acts or omissions of a party to a contract relating to activities in the Area and directed to the other party or directly affecting its legitimate interests*."

4. In particular, the dispute concerns the conduct of the Authority, acting through its Legal and Technical Commission ("**LTC**"), in initiating and pursuing an inquiry into alleged "*possible non-compliance*" by NORI with its contractual obligations. NORI submits that this conduct constitutes a series of acts and omissions that are directed at NORI and that directly and adversely affect its legitimate interests as a contractor engaged in activities in the Area.

5. The inquiry gives rise to serious concerns as to its legal and factual basis, its procedural fairness, and its conformity with the institutional framework established under Part XI of UNCLOS. NORI submits that the acts and omissions of the Authority in pursuing this inquiry, taken collectively and individually, constitute conduct that directly affects NORI's legal and commercial interests.

[1] **Annex 1:** Exploration Contract between NORI and the International Seabed Authority ("**Authority**") dated 22 July 2011.

6. On 30 May 2026, NORI filed an Application instituting proceedings before the Seabed Disputes Chamber (the "**Chamber**") concerning this dispute ("**Application**"). However, the circumstances require the prescription of provisional measures as a matter of urgency in order to preserve NORI's rights pending the final decision of the Chamber on the merits. In accordance with Article 290 of UNCLOS, provisional measures are necessary where actions capable of causing irreparable prejudice may occur before the dispute is finally resolved.

7. Unless suspended, the continuation of the LTC's inquiry exposes NORI to a real and imminent risk of prejudice, including the adoption of findings or recommendations that may have significant legal and practical consequences for NORI's activities. Such acts would not only affect NORI's rights but also risk pre-empting or undermining the adjudication of the dispute on the merits.

8. The continuation of the contested conduct risks aggravating and extending the dispute between the Parties. The persistence of investigative steps, and the possibility of further action by the Authority on the basis of those steps, may entrench the Parties' positions and compromise the effectiveness of the Chamber's eventual decision.

9. The urgency of the present Request is underscored by the Authority's requirement that NORI submit a substantive response to the inquiry by 31 May 2026, notwithstanding the Authority's refusal to provide the procedural clarification and information requested by NORI. Following that deadline, the LTC is scheduled to meet between 29 June and 10 July 2026 and is expected to proceed with its consideration of the inquiry, with any findings or recommendations liable to be transmitted to the Council at its session from 13 to 24 July 2026. These steps will occur before the Chamber is in a position to render a decision on the Application, giving rise to an immediate and unavoidable risk of prejudice.

10. In these circumstances, NORI respectfully requests the Chamber to exercise its powers under Article 290 of UNCLOS to prescribe provisional measures in order to:
    (a) preserve NORI's rights pending the final determination of the dispute;
    (b) prevent irreparable prejudice to NORI resulting from the ongoing acts and omissions of the Authority; and
    (c) ensure that the Authority does not aggravate or extend the dispute during the course of these proceedings.

11. The present Request is made in accordance with the settled jurisprudence of the Tribunal, which recognizes that provisional measures are an essential safeguard

to ensure that rights in dispute are not frustrated by unilateral conduct prior to a final decision.

CHAPTER 2
STATEMENT OF FACTS

12. The facts relevant to this dispute are set out in detail at paragraphs 32-72 of the Application.

13. In brief, on 21 July 2025, the Council of the Authority adopted a decision (ISBA/30/C/19) requesting the Secretary-General to collect additional information from contractors potentially at risk of non-compliance with their contractual obligations.[2] The LTC was tasked with reviewing this information and reporting back during the first part of the 31st session of the Authority.

14. Pursuant to Council decision ISBA/30/C/19, on 15 January 2026, the Secretary-General issued Circular/2026/001 requiring all contractors to submit detailed information by 10 February 2026 regarding any risks of non-compliance, as well as the measures contractors had in place to ensure compliance.[3]

15. On 9 February 2026, NORI submitted its response to the Secretary-General's Circular/2026/001, confirming that it was fully compliant with its contractual obligations and that it was not aware of any circumstances that might give rise to non-compliance. It also described its compliance monitoring systems.[4] At the same time, NORI challenged the legality of both the 21 July 2025 Council Decision and the 15 January 2026 Circular, arguing that they exceeded the Secretary-General's authority and unlawfully delegated supervisory powers not provided for under UNCLOS or the applicable regulatory framework. Nevertheless, NORI responded in good faith while expressly reserving its rights.

16. Between 23 February and 6 March 2026, the LTC met during the first part of the 31st session and issued its reports on 6 March 2026, noting that all 21 contractors had responded and reported no risk of non-compliance.[5] While the LTC's report did not explicitly name NORI, it contained references, including through footnoted materials and contextual indicators, that enabled NORI to be readily identified as the contractor concerned. This was not incidental. The structure and content of the report demonstrate that the LTC had formed a view as to a specific contractor

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2 "Decision of the Council of the International Seabed Authority relating to the reports of the Chair of the Legal and Technical Commission" dated 21 July 2025 (ISBA/30/C/19).

3 **Annex 2**: Circular/2026/001 dated 15 January 2026 issued by Ms Leticia Carvalho, Secretary-General of the International Seabed Authority.

4 **Annex 4**: Letter from NORI to the Authority dated 9 February 2026.

5 "Report of the Chair of the Legal and Technical Commission on the work of the Commission at the first part of its thirty- first session" dated 6 March 2026 (ISBA/31/C/4); "Report of the Legal and Technical Commission on the implementation of the Council's decision relating to a request for additional information from contractors at risk of non-compliance with their contractual obligations" dated 6 March 2026 (ISBA/31/C/4/Add.1).

requiring “specific attention” and communicated that identification in a manner that was intelligible to participants within the Authority’s processes.

17. The identification of NORI was therefore a deliberate act of the LTC, notwithstanding the absence of express naming. That act engaged legal consequences for NORI within the Authority’s regulatory framework and triggered subsequent escalation.

18. The manner in which NORI was identified through the LTC’s report is itself inconsistent with the criteria and methodology set out in ISBA/29/LTC/5.[6] Under that framework, the identification of a contractor as requiring “*specific attention*” forms part of a structured process involving prior engagement with the contractor, assessment against defined criteria, and an opportunity to address any perceived deficiencies before any escalation. The LTC’s decision to identify NORI through indirect references in its report, without prior notice, explanation, or engagement, represents a clear departure from that process and underscores the arbitrary nature of the identification.

19. During the Council’s consideration of the LTC’s report, concerns were expressly raised by Sponsoring States, including Nauru and the Kingdom of Tonga, regarding the process by which contractors had been identified as requiring “specific attention” and the absence of sufficient transparency or explanation. Notably, no member of the LTC was present to respond to those concerns or provide clarification, unlike prior practice where the LTC has attended Council meetings and engaged directly with the Council in explaining its findings.[7] This absence deprived the Council of the ability to meaningfully scrutinize the LTC’s methodology and underscores the lack of procedural fairness and accountability surrounding the identification of NORI.

20. By letter dated 16 March 2026, the Authority confirmed that NORI had been identified as requiring specific attention and requested further detailed information by 31 May 2026 regarding whether its activities might be inconsistent with UNCLOS or its contractual rights.[8]

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[6] “Criteria for identifying contractors that have responded insufficiently or incompletely, or failed to respond, to the calls from the Council to address issues identified by the Legal and Technical Commission in relation to their contractual obligations” dated 19 April 2024 issued by the Legal and Technical Commission (ISBA/29/LTC/5).

[7] **Annex 13**, a post from the Authority dated 20 November 2024 on the professional networking platform, LinkedIn, showing the Chair of the LTC attending Council meetings during Part II of the 29th Session of the Authority to present the LTC’s work to the Council in person.

[8] **Annex 5**: Letter from the Authority to NORI dated 16 March 2026.

21. Following the Council's adoption on 19 March 2026 of a further decision (ISBA/31/C/18), which endorsed the LTC's ongoing inquiry while emphasizing due process, NORI wrote to the LTC on 21 April 2026 seeking clarification of the procedure and the legal and factual basis for the LTC's identification of NORI as a contractor requiring "*specific attention*" and the request for additional information.[9]

22. By letter dated 13 May 2026, received by NORI on 15 May 2026, the Authority, through the Chair of the LTC declined to substantively respond to NORI's requests, stating that it would not be feasible to address those matters prior to the LTC's meeting.[10] At the same time, the Authority maintained the requirement that NORI submit a substantive response by 31 May 2026. This position is inconsistent with the LTC's established practice of undertaking intersessional work, including in relation to the monitoring of contractor compliance. NORI is therefore required to respond to allegations of potential non-compliance without being informed of the factual or legal basis of the inquiry, the applicable criteria, or the process by which its response will be assessed. This reinforces the procedural deficiencies at the heart of the present dispute. The Authority's subsequent correspondence of 26 May 2026 confirms that NORI's requests had not been substantively considered by the Commission at the time of that response, but were only thereafter "forwarded" and stated to be "currently under evaluation". This demonstrates that, at the time when NORI was required to respond to the inquiry, the Commission had not substantively engaged with NORI's procedural requests.

23. On 18 May 2026, NORI issued a Notice of Dispute to the Authority, requesting consultations by 29 May 2026. NORI maintained that, while willing to engage constructively and in good faith, the Authority's failure to provide necessary particulars and procedural assurances had prevented it from responding meaningfully to the Authority's letter dated 16 March 2026.[11]

24. On 26 May 2026, the Authority, through the Secretary-General, wrote to NORI (by way of a letter received by NORI on 27 May 2026, i.e., just two days before NORI's proposed deadline for consultations), in which the Authority acknowledged NORI's concerns but deferred any engagement on these concerns pending a "*thorough legal assessment*," offering no concrete timeline and merely asserting that the LTC was considering how NORI's request "*may be accommodated*." The 26 May letter did not address the substance of the Notice of Dispute or relieve NORI of its obligation to respond to the LTC's questions (as set out in the Authority's 16 March

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[9] "Decision of the Council relating to the report of the Legal and Technical Commission on the implementation of the Council's decision relating to a request of additional information from contractors at risk of non-compliance with their contractual obligations (ISBA/30/C/19)" dated 19 March 2026 (ISBA/31/C/18); **Annex 7**: Letter from NORI to the Authority dated 21 April 2026.

[10] **Annex 8**: Letter from the Authority to NORI dated 13 May 2026.

[11] **Annex 10**: Notice of Dispute issued by NORI to the Authority dated 18 May 2026.

letter) by 31 May 2026.[12] In other words, the Authority acknowledged that these matters remained unresolved at the time when NORI was required to respond to the inquiry, and were only now said to be under consideration.

25. To date, neither the LTC nor the Authority has substantively engaged with NORI in relation to the dispute.

26. Against this background, NORI is simultaneously pursuing an extension of its Exploration Contract with the Authority. On 19 January 2026, NORI applied to extend the term of its contract from 22 July 2026 to 21 July 2031.[13] NORI's application for the extension of its Exploration Contract remains under review by the LTC.

[12] **Annex 12**: Letter from the Authority to NORI dated 26 May 2026.
[13] **Annex 3**: NORI's application for an extension of the Exploration Contract dated 19 January 2026.

CHAPTER 3
JURISDICTION

27. Article 290(1) of UNCLOS provides as follows:

> "*If a dispute has been duly submitted to a court or tribunal which considers that prima facie it has jurisdiction under this Part or Part XI, section 5, the court or tribunal may prescribe any provisional measures which it considers appropriate under the circumstances to preserve the respective rights of the parties to the dispute or to prevent serious harm to the marine environment, pending the final decision*." (emphasis added)

28. It is settled in case law that, in accordance with article 290(1) of UNCLOS, in order to prescribe provisional measures, the Chamber "*need not finally satisfy itself that it has jurisdiction on the merits of the case*", but it is sufficient that "*the provisions invoked by the Applicant appear prima facie to afford a basis on which the jurisdiction of the Tribunal might be founded*."[14]

29. Following good faith attempts to settle the dispute amicably and to exchange views with the Authority, NORI instituted proceedings before the Chamber on 30 May 2026. As noted in the Application instituting the proceedings, the dispute concerns a series of acts and omissions of the Authority, acting through the LTC, in initiating and pursuing an inquiry into NORI's alleged "*possible non-compliance*" with its contractual obligations, which acts are directed at NORI and directly affect its legitimate interests in the conduct of its activities in the Area.[15]

30. The jurisdiction of the Chamber over such a dispute is expressly provided for in Article 187(c)(ii) of UNCLOS, which confers jurisdiction over "*disputes with respect to activities in the Area*" including "*disputes between parties to a contract, being States Parties, the Authority or the Enterprise, state enterprises and natural or juridical persons referred to in article 153, paragraph 2(b), concerning* […] *acts or omissions of a party to the contract relating to activities in the Area and directed to the other party or directly affecting its legitimate interests*".

31. As shown in the Application, each of the elements of Article 187(c)(ii) is satisfied in the present case.[16]

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[14] The Zheng He case (Luxembourg v. Mexico) Provisional Measures, Order of 27 July 2024, para 57; The M/V "SAIGA" (No. 2) (Saint Vincent and the Grenadines v. Guinea), Provisional Measures, Order of 11 March 1998, para. 29; The M/V "Louisa" (Saint Vincent and the Grenadines v. Kingdom of Spain), Provisional Measures, Order of 23 December 2010, paras. 39 and 69; Dispute concerning the delimitation of the maritime boundary between Ghana and Côte d'Ivoire in the Atlantic Ocean (Ghana/Côte d'Ivoire), Provisional Measures, Order of 25 April 2015, para. 34.

[15] See Application, paras. 22-31.

[16] See Application, paras. 1-21.

32. First, the dispute is one between parties to a contract within the meaning of Part XI of UNCLOS. NORI is a contractor within the meaning of Article 153, paragraph 2(b), and Annex III of UNCLOS, and the Authority is the other party to the Exploration Contract.

33. Second, the dispute concerns "*acts or omissions*" of a party to that contract. The conduct challenged by NORI consists of a series of affirmative acts and omissions undertaken by the Authority through the LTC, including the procedural conduct of the LTC's identification and inquiry into NORI as a contractor requiring "*specific attention to possible non-compliance*".[17]

34. Third, those acts and omissions plainly "*relat*[e] *to activities in the Area*." The inquiry concerns NORI's performance of its contractual obligations as a contractor engaged in exploration activities for polymetallic nodules in the Area and is therefore intrinsically linked to activities governed by Part XI of UNCLOS.

35. Fourth, the acts and omissions are "*directed to the other party or directly affecting its legitimate interests*." The inquiry is specifically directed at NORI and concerns its conduct as a contractor. Moreover, the continuation of that investigation directly affects NORI's legal interests, including its standing as a contractor within the Authority's regulatory regime, its right and ability to carry out its activities in the Area, and its broader participation in the regime governing the Area.

36. As stated in the Application,[18] the dispute also concerns the interpretation and application of the Exploration Contract within the meaning of Article 187(c)(i) of UNCLOS, which confers jurisdiction on the Chamber over disputes relating to "*the interpretation or application of a relevant contract or a plan of work*." NORI and the Authority are both parties to the Exploration Contract, Section 13(4) of which imposes a clear obligation on the Authority "*to fulfil in good faith its powers and functions under the Convention and the Agreement in accordance with article 157 of the Convention*." By identifying NORI as a contractor requiring "specific attention" without prior notice, without disclosure of the factual or legal basis, and by requiring NORI to respond while refusing to provide the requested procedural information and safeguards, the Authority has failed to exercise its functions in good faith in accordance with that obligation.

37. Accordingly, the dispute squarely falls within the scope of Articles 187(c)(i) and 187(c)(ii) of UNCLOS and is therefore within the jurisdiction of the Chamber.

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[17] See Application, paras. 22-31.
[18] See Application, paras. 1-21.

38. The present Request is not premature. The identification of NORI and the continuation of the inquiry without due process already directly affect NORI's rights and place it under an immediate requirement to respond within a procedurally defective framework.

39. In light of the foregoing, the requirements of Article 290(1) of UNCLOS are clearly met. The Chamber has *prima facie* jurisdiction under Articles 187(c)(i) and 187(c)(ii) and is accordingly competent to prescribe the provisional measures requested by NORI.

CHAPTER 4
STATEMENT OF LEGAL GROUNDS AND CHARACTERIZATION OF URGENCY

40. NORI seeks provisional measures to protect against the serious and irreparable harm to its rights that will be caused by the Authority continuing to conduct its inquiry of NORI. The continuation of the inquiry in its present form would also aggravate and extend the dispute. The Authority would be permitted to advance and potentially act upon views formed through a process whose lawfulness is directly in issue before the Chamber. This creates a risk of pre-judging matters that fall within the Chamber's jurisdiction and of rendering its eventual decision ineffective.

41. **Part A** of this Chapter summarizes the measures NORI respectfully requests this Chamber to prescribe, and **Part B** sets out the reasons why the measures requested are appropriate. **Part C** establishes that the Authority's identification of NORI as a contractor requiring "*specific attention*" and its ongoing inquiry have resulted in continuing, irreparable harm to NORI that should urgently be addressed through the prescription of provisional measures. This chapter also sets out in **Part D** the possible consequences if this Chamber does not grant NORI's request for provisional measures.

I. The Provisional Measures Requested

42. NORI respectfully requests the Chamber to prescribe the following provisional measures:

(a) Order the Authority to immediately suspend the LTC's inquiry regarding the alleged "*possible non-compliance*" of NORI with its contractual obligations, pending the final decision of the Chamber;

(b) Order the Authority to refrain from taking, authorizing, or permitting any further steps or measures in connection with that inquiry pending the final decision of the Chamber;

(c) Order the Authority to ensure that no recommendations, findings, reports, or other outputs arising from the LTC's inquiry are adopted, issued, published, communicated, or otherwise relied upon pending the final decision of the Chamber;

(d) Pending the final decision of the Chamber, prohibit the Authority from taking any step or adopting any position, including through the LTC, that would have the effect of prejudging, refusing, or otherwise adversely affecting NORI's application dated 19 January 2026 for an extension of the Exploration Contract, insofar as such action is based on or influenced by the ongoing inquiry. For the avoidance of doubt, this measure does not

prevent the Authority or the LTC from proceeding with consideration of that application in a lawful and impartial manner;

(e) Prohibit the Authority from taking any action that might aggravate or extend the dispute, or prejudice the execution of any decision the Chamber may render; and

(f) Order such other provisional measures as the Chamber considers necessary to preserve NORI's rights and to ensure the effectiveness of its eventual decision.

II. The Appropriateness of the Provisional Measures Requested

43. Under Article 290(1) of UNCLOS, provisional measures may be prescribed "*to preserve the respective rights of the parties to the dispute*". At this stage of the proceedings, the Chamber "*does not need to concern itself with the competing claims of the Parties and* [...] *it needs only to satisfy itself that the rights which* [the Parties] *claim and seek to protect are <u>at least plausible</u>*" (emphasis added).[19] Indeed, the Chamber "*is not called upon to determine definitively whether the rights claimed by the applicant exist*",[20] and at this stage NORI is not required to furnish comprehensive, detailed evidence to establish its arguments in full.

44. The rights that NORI seeks to protect in these proceedings are more than plausible. NORI's rights invoked in these proceedings are a central element of the law of the sea and the governance of the Area. They arise under UNCLOS, the Regulations on Prospecting and Exploration for Polymetallic Nodules in the Area ("**Exploration Regulations**"), the Exploration Contract, and general principles of international law, including:

(a) the right to due process and fair treatment, including the right to be informed of the case against it, to respond to any allegations, and to have any determination affecting its rights made through a lawful, transparent, and impartial process, including as required by the Council's Decision ISBA/31/C/18;

(b) the right to be treated in a non-discriminatory manner in the exercise of the Authority's powers and functions, as reflected in Article 152(1) of UNCLOS;

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[19] "Enrica Lexie" (Italy v. India), Provisional Measures, Order of 24 August 2015, ITLOS Reports 2015, p. 182, at p. 197, para. 84; The "Zheng He" case (Luxembourg v. Mexico) Provisional Measures, Order of 27 July 2024, para. 107; Delimitation of the Maritime Boundary in the Atlantic Ocean (Ghana/Cote d'Ivoire), Provisional Measures, Order of 25 April 2015, ITLOS Reports 2015, p. 146, at p. 158, para. 58; Detention of three Ukrainian naval vessels (Ukraine v. Russian Federation), Provisional Measures, Order of 25 May 2019, ITLOS Reports 2018-2019, p. 283, at p. 305, para. 91; M/T "San Padre Pio" (Switzerland v. Nigeria), Provisional Measures, Order of 6 July 2019, ITLOS Reports 2018-2019, p. 375, at p. 393, para. 77.

[20] The "Zheng He" case (Luxembourg v. Mexico), Provisional Measures, Order of 27 July 2024, para. 119.

(c) the right not to be subjected to unlawful or ultra vires acts by the Authority, including acts that exceed the powers conferred on it under UNCLOS and the Exploration Regulations;
(d) the right to a stable and predictable regulatory framework, including the right to have any compliance assessments undertaken, strictly in accordance with UNCLOS, the Exploration Regulations, and the existing rules, regulations and procedures of the Authority;
(e) the right to have the Exploration Contract performed in good faith, in accordance with Section 13(4) of the Exploration Contract, including the right to have the Authority exercise its powers in a manner consistent with its obligations and not in a manner that prejudices the Contractor;
(f) the right to have its application for the extension of the Exploration Contract considered in an impartial and transparent manner; and
(g) the right to have its legitimate interests safeguarded in the conduct of activities in the Area.

45. The Authority's conduct, as set out in the Application,[21] provides compelling support for the plausibility of NORI's rights. In particular, the arbitrary identification of NORI for "*specific attention to possible non-compliance*" raises serious concerns under Article 152(1) of UNCLOS, which explicitly prescribes that the Authority "*shall avoid discrimination in the exercise of its powers and functions, including the granting of opportunities for activities in the Area*". This obligation, which reflects a general principle of law applicable to all international organizations exercising regulatory authority, requires that contractors in comparable positions be treated in a comparable manner, and that any differential treatment be supported by an objective and reasonable justification.

46. While the discriminatory character of the LTC's conduct is most clearly reflected in NORI's identification for "*specific attention*," it is also situated within a broader pattern of concerning treatment, including in the consideration of NORI's extension application:
(a) At the first part of its thirty-first session, the LTC considered eight extension applications. It adopted a two-stage approach, considering first the reasons for extension and then formulating questions and recommendations on the applications (ISBA/31/C/4).[22]

[21] See Application, paras. 22-31.
[22] Report of the Chair of the Legal and Technical Commission on the work of the Commission at the first part of its thirty- first session" dated 6 March 2026 (ISBA/31/C/4), para. 14.

(b) The LTC transmitted questions to the six applicants whose reviews it concluded but did not await the contractors' responses before recommending approval of all six applications.[23]

(c) NORI's extension application, submitted on 19 January 2026 and invoking materially identical reasons to those of other contractors, was excluded from that procedure.

(d) No explanation has been given for this differential treatment. The only factor distinguishing NORI from the approved applicants is the compliance inquiry that is the subject of these proceedings.

47. The concerning character of the deferral is underscored by the nature of the procedure the LTC applied to the approved applications. The LTC did not require the six approved contractors to answer its questions before recommending approval; instead, it left the Secretary-General to work with each contractor to incorporate the LTC's comments into the program of activities annexed to the extension agreement.[24] In other words, the LTC was satisfied that the Stage 1 question had been answered affirmatively and treated the Stage 2 questions as matters for subsequent refinement, not as barriers to approval.

48. There is no reason why the same approach could not have been applied to NORI's application, which advanced the same Stage 1 reasons that the LTC found sufficient for all other applicants. The decision to defer NORI's application, while proceeding with six comparable applications in parallel with an ongoing compliance inquiry, raises concerns as to the consistency of the process.

49. The LTC's identification of NORI for "*specific attention to possible non-compliance*" warrants particular scrutiny. It was not carried out in accordance with LTC's established criteria and methodology for identifying contractors at risk of non-compliance, as set out in ISBA/29/LTC/5. [25] Those criteria require a structured and transparent process, including engagement with the contractor concerned before any escalation or identification. The manner in which NORI was singled out through the LTC's report, without prior notice, explanation, or opportunity to respond, constitutes a clear departure from that framework. Taken together with the handling of NORI's extension application, these departures give rise to a serious and credible claim that the Authority has failed to comply with its obligation under Article

[23] Report of the Chair of the Legal and Technical Commission on the work of the Commission at the first part of its thirty- first session" dated 6 March 2026 (ISBA/31/C/4), paras. 15, 17-18.

[24] Report of the Chair of the Legal and Technical Commission on the work of the Commission at the first part of its thirty- first session" dated 6 March 2026 (ISBA/31/C/4), para. 17.

[25] "Criteria for identifying contractors that have responded insufficiently or incompletely, or failed to respond, to the calls from the Council to address issues identified by the Legal and Technical Commission in relation to their contractual obligations" dated 19 April 2024 issued by the Legal and Technical Commission (ISBA/29/LTC/5).

152(1) of UNCLOS and that NORI's right to a stable, predictable, and lawfully administered regulatory regime has been disregarded.

50. To the extent that the Authority may rely on materials referenced in footnotes to the LTC's report as a basis for NORI's identification, such reliance cannot cure the fundamental procedural defects in the process. Those materials were neither disclosed to NORI in advance nor subjected to any form of adversarial scrutiny. Nor were they applied transparently or in accordance with the criteria set out in ISBA/29/LTC/5. The existence of undisclosed or ambiguously referenced material cannot justify the departure from established procedures or the denial of NORI's right to be informed of the case against it.

51. The Authority's conduct to date, including its failure to disclose the evidence, criteria, or methodology underlying NORI's identification, is manifestly inconsistent with basic standards of due process and is sufficient, at this stage, to establish a clear and credible basis for NORI's claim that its rights to due process, transparency, and fair treatment have been breached. The Authority's subsequent reliance, in its letter dated 13 May 2026, on the LTC's internal procedural timing, contrary to its own established intersessional practice, further underscores that the denial of due process in this case is not incidental but systemic.[26] This conclusion is reinforced by the Authority's confirmation that NORI's procedural requests were only subsequently placed before the Commission for consideration, rather than having been addressed at the time when NORI was required to respond.

52. That conclusion is reinforced by the Authority's own governing framework. The Council's binding decision (ISBA/31/C/18), expressly requires the LTC "*to ensure due process, transparency and fairness at every stage in the conduct of this inquiry, including by* providing *contractors and Sponsoring States with the right to respond*." The manner in which the inquiry has been conducted in relation to NORI — characterized by the absence of prior engagement, the withholding of relevant information, and the denial of any meaningful opportunity to respond — is plainly incompatible with those requirements and strongly supports the plausibility of NORI's asserted procedural rights.

53. In addition, the Authority's conduct gives rise to a plausible claim that it has failed to act in good faith and in accordance with Section 13(4) of the Exploration Contract in the performance of its obligations. The obligation of good faith requires the Authority to exercise its powers in a manner consistent with the contractual

[26] See, for example, "Report of the Chair of the Legal and Technical Commission on the work of the Commission at the second part of its thirtieth session" dated 7 July 2025 (ISBA/30/C/4/Add.1), para. 8, which explicitly notes the LTC's intersessional work with potentially non-compliant contractors in May 2025.

framework agreed between the Parties and with due regard to the Contractor's rights and legitimate expectations. By disregarding the procedural safeguards inherent in that framework and proceeding directly to measures that prejudice NORI's position, the Authority has acted in a manner that is incompatible with both the letter and the spirit of its contractual obligations and that undermines the integrity of the contractual relationship.

54. Finally, NORI is entitled to have its application for an extension of its Exploration Contract considered in an impartial and transparent manner. That right is compromised where the same body—the LTC—is both assessing the extension application and conducting a procedurally deficient non-compliance inquiry against NORI. To the extent that views formed in the course of the ongoing inquiry cannot be separated from the assessment of the extension application, with the result that NORI's application cannot be considered in a lawful and impartial manner, the Authority cannot be permitted to take any steps that adversely affects NORI at this stage.

55. Taken together, these elements more than satisfy the applicable standard. They demonstrate, clearly and convincingly, that the rights invoked by NORI are, at the very least, plausible within the meaning of Article 290(1) of UNCLOS.

56. The procedural deficiencies identified are not capable of being remedied at a later stage. Due process rights, including the right to prior notice, disclosure of the basis of the inquiry, and a meaningful opportunity to be heard, must be afforded at the formative stages of an inquiry. Once views are formed within the Authority's institutional processes without such safeguards, subsequent procedural steps cannot retroactively restore fairness or eliminate the prejudice already caused.

III. The Real and Imminent Risk of Irreversible Prejudice

57. Past cases before the Tribunal confirm that provisional measures under Article 290 of UNCLOS may be prescribed where "*the urgency of the situation so requires*".[27] In this context, the Chamber must determine "*whether there is a risk of irreparable prejudice to the rights of the parties to the dispute and whether such risk is real and imminent*".[28]

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[27] The "Zheng He" case (Luxembourg v. Mexico), Provisional Measures, Order of 27 July 2024, para. 126.

[28] The "Zheng He" case (Luxembourg v. Mexico), Provisional Measures, Order of 27 July 2024, para. 126; See also Delimitation of the Maritime Boundary in the Atlantic Ocean (Ghana/Cote d'Ivoire), Provisional Measures, Order of 25 April 2015, ITLOS Reports 2015, p. 146, at pp. 156 and 161, paras. 42 and 74; "Enrica Lexie" (Italy v. India), Provisional Measures, Order of 24 August 2015, ITLOS Reports 2015, p. 182, at p. 197, para. 87; Detention of three Ukrainian naval vessels (Ukraine v. Russian Federation), Provisional Measures, Order of 25 May 2019, ITLOS Reports 2018-2019, p. 283, at p. 307, para. 100; M/T "San Padre Pio" (Switzerland v. Nigeria), Provisional Measures, Order of 6 July 2019, ITLOS Reports 2018-2019, p. 375, at p. 400, para. 111.

58. In the present case, the risk of irreparable prejudice is both real and imminent. The LTC is scheduled to meet from 29 June to 10 July 2026, followed by the Council session from 13 to 24 July 2026, and is expected to proceed with its inquiry and produce findings or recommendations. That inquiry, however, is already irredeemably tainted by fundamental procedural defects, including the arbitrary and discriminatory identification of NORI without notice, disclosure, or an opportunity to be heard. Those defects cannot now be cured. The urgent need for provisional measures lies in preventing the Authority's adoption of further outputs that would compound this prejudice in ways that cannot later be reversed. Once such findings or recommendations are formed, transmitted, or relied upon within the Authority's institutional processes, they will inform and shape subsequent deliberations of the LTC and the Council in a manner that cannot be reversed or neutralized ex post facto, even if the Chamber ultimately finds in NORI's favor.

59. The situation is particularly acute in light of NORI's pending extension application. The longer the LTC continues this flawed inquiry, the greater the risk that its assessment of that application will be influenced—directly or indirectly—by views formed in breach of due process. Given the time-sensitive nature of the extension and the finite term of the Exploration Contract (i.e., it is due to expire on 22 July 2026), such prejudice would be irreversible. NORI does not seek to prevent the Authority from proceeding with consideration of its extension application as such, but to ensure that no adverse outcome is imposed in circumstances where the inquiry giving rise to such outcome is procedurally defective.

60. Further, while the procedurally defective manner in which the LTC has conducted its inquiry has already harmed NORI's standing within the Authority, there is additional concern with respect to imminent escalation. Any adverse findings or recommendations concerning NORI, once produced or circulated, would entrench reputational and institutional damage beyond repair.

61. The Chamber's intervention is therefore essential to prevent the ongoing harm and prejudice suffered by NORI, including through the continued violation of its rights to due process, fair treatment, and non-discrimination. If the Authority's inquiry is left to proceed while these proceedings are on foot, those violations will produce consequences that no final decision of this Chamber could fully remedy.

62. This urgency is heightened by the fact that the Authority has given no indication that it intends to suspend or modify the inquiry. On the contrary, the Authority has indicated that it requires further time to consider NORI's procedural requests, while continuing to require compliance with, and to advance, the impugned inquiry in the interim.

63. In these circumstances, provisional measures are urgently required to prevent further irreparable harm and to preserve NORI's rights pending the Chamber's final decision.

IV. Consequences of a Refusal to Grant the Present Request

64. If the provisional measures requested are not ordered, NORI's rights will remain exposed to ongoing and irreversible prejudice during the pendency of these proceedings. The harm identified above would not merely persist but will likely intensify through further acts of the Authority.

65. In particular, NORI expects that the Authority will likely continue—and potentially conclude—the LTC's inquiry in its present, procedurally defective form, and to adopt, circulate, or act upon its findings or recommendations based on a procedurally flawed inquiry. Such steps would not only deepen the prejudice already caused to NORI but could fundamentally alter the legal and factual framework within which the dispute falls to be decided. Once taken, these actions cannot be undone, and risk depriving any subsequent decision made by the Chamber on the merits of any practical utility or effect.

66. In these circumstances, a refusal to grant provisional measures would undermine the very purpose of Article 290 of UNCLOS, which is to preserve the respective rights of the parties pending the final decision. Without interim protection, NORI's rights would be exposed to harm that no later remedy could adequately repair, rendering the eventual judgment of the Chamber largely ineffective.

67. The continuation of the inquiry would also risk aggravating and extending the dispute. The Tribunal has repeatedly recognized "*the obligation of the parties not to aggravate the dispute pending its settlement* [and] *the obligation not to create an irremediable situation*".[29] Each additional step taken by the Authority in furtherance of the inquiry—particularly the adoption or endorsement of adverse findings—would generate new points of contention between the Parties and entrench their positions. This will likely complicate the proceedings before the Chamber and diminish the prospects for a coherent and orderly resolution on the merits. This risk is particularly acute where the Authority has deferred engagement

[29] Land Reclamation in and around the Straits of Johor (Malaysia v. Singapore), Provisional Measures, Order of 8 October 2003, ITLOS Reports 2003, p. 10 at p. 25, para. 90. See also "Enrica Lexie" (Italy v. India), Provisional Measures, Order of 24 August 2015, ITLOS Reports 2015, p. 182, at p. 204, paras. 131, 141(1); Detention of three Ukrainian naval vessels (Ukraine v. Russian Federation), Provisional Measures, Order of 25 May 2019, ITLOS Reports 2018-2019, p. 283 at p. 311 at para. 124(c); M/T "San Padre Pio" (Switzerland v. Nigeria), Provisional Measures, Order of 6 July 2019, ITLOS Reports 2018-2019, p. 375, at p. 410, para. 146(2).

with NORI's requests for procedural clarification while allowing the inquiry to proceed.

68. By contrast, the prescription of provisional measures would stabilize the dispute between the Parties by preventing further contested acts, preserving the status quo, and safeguarding the integrity of the proceedings. It would ensure that the Chamber retains the ability to render a decision that is fully effective in practice, in accordance with the object and purpose of UNCLOS.

CHAPTER 5
JUDGE AD HOC

69. NORI reserves the right to choose a judge ad hoc to act as a member of the Chamber pursuant to Article 17 of the Statute of the Tribunal.

CHAPTER 6
SUBMISSIONS

70. For the reasons set out above, NORI requests that the Tribunal prescribe the following provisional measures:

(a) Order the Authority to immediately suspend the inquiry regarding the alleged "*possible non-compliance*" of NORI with its contractual obligations, pending the final decision of the Chamber;

(b) Order the Authority to refrain from taking, authorizing, or permitting any further steps or measures in connection with that inquiry pending the final decision of the Chamber;

(c) Order the Authority to ensure that no recommendations, findings, reports, or other outputs arising from the LTC's inquiry are adopted, issued, published, communicated, or otherwise relied upon pending the final decision of the Chamber;

(d) Pending the final decision of the Chamber, prohibit the Authority from taking any step or adopting any position, including through the LTC, that would have the effect of prejudging, refusing, or otherwise adversely affecting NORI's application dated 19 January 2026 for an extension of the Exploration Contract, insofar as such action is based on or influenced by the ongoing inquiry. For the avoidance of doubt, this measure does not prevent the Authority or the LTC from proceeding with consideration of that application in a lawful and impartial manner;

(e) Prohibit the Authority from taking any action that might aggravate or extend the dispute, or prejudice the execution of any decision the Chamber may render; and

(f) Order such other provisional measures as the Chamber considers necessary to preserve NORI's rights and to ensure the effectiveness of its eventual decision.

Sydney,

30 May 2026

Respectfully submitted,

