



Council

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8 June 2023

English only

Twenty-eighth session

Council session, Part II

Kingston, 10–21 July 2023

Agenda item 17

Cooperation with other relevant international organizations

Agreement of cooperation between the International Labour Organization and the International Seabed Authority

Note by the Secretary-General

I. Introduction

1. By virtue of article 169, paragraph 1, of the United Nations Convention on the Law of the Sea of 10 December 1982, the Secretary-General of the International Seabed Authority shall, on matters within the competence of the Authority, make suitable arrangements for consultation and cooperation with international and non-governmental organizations recognized by the Economic and Social Council of the United Nations. Such arrangements require the approval of the Council of the Authority. Organizations with which the Secretary-General has entered into an arrangement are permitted to designate representatives to attend meetings of the organs of the Authority as observers in accordance with the rules of procedures of those organs. Written reports of the organizations on subjects related to the work of the Authority and in which they have special competence may be distributed to States parties by the Secretary-General.

II. Agreement of cooperation between the International Labour Organization and the International Seabed Authority

2. Article 146 of the Convention requires that the Authority develops and implements the necessary measures to ensure the effective protection of human life with respect to activities in the Area. This is implemented in the Authority's rules, regulations and procedures. The International Labour Organization (ILO) has also complementary competency under Article 146 in connection with occupational safety and health (OSH) for personnel involved in activities in the Area. This is also highlighted in two technical studies published by the Authority.¹

¹ ISA Technical Study n. 26 "Competencies of the International Seabed Authority and the International Labour Organization in the context of activities in the Area": <https://www.isa.org.jm/publications/technical-study-26-competencies-of-the-international-seabed-authority-and-the-international-labour-organization-in-the-context-of-activities-in-the-area/> This

3. At its meeting in March 2020, the Legal and Technical Commission proposed that the secretariat enter into discussions with ILO with a view to concluding a cooperation agreement between it and the Authority to keep under review emerging issues concerning occupational health and safety for personnel involved in exploitation in the Area.² At its meeting in March 2022, the Council endorsed that proposal and encouraged the secretariat to enter discussions with ILO for that purpose.³

4. The terms of the draft agreement of cooperation were discussed since June 2022 at the margin of the second UN Oceans Conference in Lisbon and by emails at the secretariat levels. The attached draft will be submitted for endorsement by the relevant ILO Governing Body authorizing the signature by the ILO Director-General following the July's meetings of the Council, possibly at the November session.

III. Action by the Council

5. The Council is invited to take note of the present note and its annex and to approve the agreement of cooperation between the International Labour Organization and the International Seabed Authority.

study is a follow-up to the ISA Technical Study n. 25 on the Competencies of the International Seabed Authority and the International Maritime Organization in the context of activities in the Area: <https://www.isa.org.jm/publications/technical-study-25-competencies-of-the-international-seabed-authority-and-the-international-maritime-organization-in-the-context-of-activities-in-the-area/>

² ISBA/26/C/12, para. 15.

³ ISBA/27/C/21, para. 12.

Annex

Agreement between the International Labour Organization and the International Seabed Authority

Whereas the United Nations Convention on the Law of the Sea (UNCLOS) in article 146 mandates the effective protection of human life with respect to activities in the Area,

Whereas the International Seabed Authority (ISA) is the organization through which States parties to UNCLOS shall, in accordance with Part XI of UNCLOS and the Agreement relating to the implementation of Part XI of the Convention adopted on 28 July 1994 by the United Nations General Assembly in its resolution 48/263 (“1994 Agreement”), organize and control activities in the Area, particularly with a view to administering the mineral resources of the Area,

Whereas ISA undertakes consultation and cooperation with, inter alia, international organizations on matters within its competence,

Whereas the International Labour Organization (ILO) is the organization with the mandate to contribute to the attainment of peace and social justice through the promotion of decent work, encompassing employment promotion, developing and enhancing measures of social protection, promoting social dialogue and tripartism, and respecting, promoting and realizing the fundamental principles and rights at work,

Whereas the ILO Centenary Declaration for the Future of Work, 2019, emphasizes that the ILO must take an important role in the multilateral system, by reinforcing its cooperation and developing institutional arrangements with other organizations to promote policy coherence in pursuit of its human-centred approach to the future of work;

Whereas as the ILO Declaration on Fundamental Principles and Rights at Work (1998), as amended in 2022, affirms the obligations and commitments that are inherent in membership of the ILO, namely: freedom of association and the effective recognition of the right to collective bargaining; the elimination of all forms of forced or compulsory labour; the effective abolition of child labour; the elimination of discrimination in respect of employment and occupation; and a safe and healthy working environment,

Whereas the ILO and ISA are assigned with clear competence for developing and adopting international standards and regulations within their respective mandates,

Whereas the ILO and ISA acknowledge that decent work, including occupational health and safety, in the maritime sector remain of paramount importance in the operation and execution of activities in the Area and recognize that the Maritime Labour Convention, 2006 as amended (MLC, 2006), and other ILO instruments, ensure that minimum international labour standards relating to working and living on board a ship, inter-alia, including requirements for protecting seafarers’ occupational safety and health are safeguarded,

Whereas strengthened cooperation between the ILO and ISA should help to facilitate exchange of information and close coordination for promoting decent work, including occupational health and safety, in the Area, and in view of the provisions of UNCLOS, including Article 94 concerning the Duties of flag States, and other relevant Conventions, rules, regulations and procedures,

Now therefore, the ILO and ISA (hereinafter referred to jointly as the “Parties”) being desirous of cooperating with each other within the framework of their respective mandates, have agreed as follows:

Article.1 Purpose

1. The purpose of this Agreement is to establish a framework for cooperation between the Parties within the scope defined in article 2.

Article 2. Scope of cooperation

2.1 In pursuing their cooperation within the framework of this Agreement, the Parties shall:

2.1.1 consult, where appropriate and practical, on matters of mutual interest with a view to promoting or enhancing a better understanding and coordination of their respective activities, responsibilities, and mandates. The date and form of such joint consultations will be agreed between the Parties.

2.1.2 collaborate to the extent possible on areas of common concern and interest which include, but are not limited to, decent and sustainable work, the safety of life at sea, and the protection of human life and workers, including seafarers and other persons involved in activities in the Area;

2.1.3 cooperate, where appropriate and practical, in undertaking joint research, technical meetings, trainings, and other collaborative initiatives, within the scope of each Party's respective mandate.

Article 3. Mutual representation and exchange of information

3.1 Each Party will invite representatives of the other to participate in the meetings of their respective governance organs as observers, with regard to items on their agenda to which they have an interest, in accordance with their respective applicable rules, as well as in other relevant meetings convened under their respective auspices.

3.2 Each of the Parties, upon request, shall consult with and provide information and documents as may be of interest to the other with respect to matters falling within the scope of their respective mandates, subject to such arrangements as may be necessary for the safeguarding of confidential material.

3.3 In implementing cooperation activities within the framework of this MoU, each Party will comply with its own rules, regulations, policies and procedures.

Article 4. Focal points and costs

4.1 For matter related to the working of this Agreement, the designated focal points shall be:

4.1.1 For the ILO, Department for Multilateral Partnerships and Development Cooperation:

Tel: +41 22 799 7370

4 route des Morillons CH-1211 Geneve 22 Switzerland

4.1.2 For ISA: Office of Legal Affairs

Tel: +876 922 9105

14-20 Port Royal Street, Kingston, Jamaica

4.2 Except as may be otherwise agreed in writing, each Party shall bear its own costs arising out of the implementation of this Agreement.

4.3 Where the cooperation between the Parties in accordance with Article 2 requires substantial expenditure, consultations shall take place with a view to establishing the Parties' written agreement on the most equitable means of meeting such expenditure.

Article 5. Non-exclusivity

5.1 Cooperation between the Parties within the framework of this Agreement is without prejudice to collaboration between any of the Parties and other entities.

Article 6. Intellectual property, use of identifiers and protection of personal data

6.1.1 This Agreement does not grant the right to use materials belonging to, or created by, either Party. Each Party shall retain intellectual property rights over all materials developed and produced by itself, its staff or consultants, for activities within the framework of this Agreement. The Parties shall agree, in writing, on the ownership of any intellectual property rights that may arise out of the specific activities that may be undertaken in accordance with Article 2.

6.1.2 The Parties shall not use the name, abbreviation, emblem, logo or any other legally protected identifiers of the other Party without obtaining that Party's specific written authorisation.

6.1.3 In the event that the Parties collect, receive, use, transfer or store any personal data in the implementation of this Agreement or subsequent agreements, they shall apply the rules and principles of data protection in force within the United Nations system.

Article 7. Entry into force

7.1.1 This Agreement shall enter into force upon its signature by the duly authorized representatives of the Parties, following approval by their respective competent bodies, as may be required.

7.1.2 On the coming into force of this Agreement, it shall be communicated by either Party to the Secretary-General of the United Nations for filing and recording.

7.1.3 The Parties may also make this Agreement publicly available by other means, subject to their own rules, regulations, policies and procedures relating to information.

Article 8. Amendment and termination

8.1 This Agreement may be modified or amended only by written agreement between the Parties. Such amendments shall enter into force immediately upon their signature, unless otherwise indicated by the Parties.

8.2 This Agreement may be terminated by either Party with six months' written notice to the other Party.

8.3 Upon receipt of a notice of termination, the Parties shall agree on steps to terminate their joint activities and consultations in a prompt and orderly manner.

8.4 Any issues arising out of the termination of this Agreement, including the right to and transfer of any materials and products in progress, shall be negotiated and agreed upon in writing.

Article 9. Settlement of disputes

9.1 The Parties shall amicably resolve, through direct negotiation, any dispute arising out of the interpretation or implementation of this Agreement.

9.2 The remedies provided in this article are the sole and exclusive legal remedies of the Parties for disputes concerning the interpretation, application, or termination of this Agreement, which disputes are not referable by either Party to any tribunal or third party for adjudication or settlement.

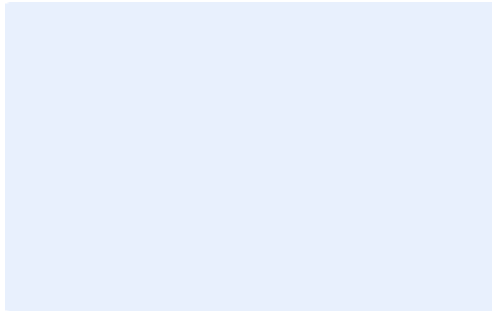
Article 10. Privileges and immunities

10.1 Nothing in or relating to this Agreement shall be construed as a waiver of any of the privileges and immunities of either of the Parties.

10.2 In no event will a Party be liable to the other for any direct indirect, incidental, special or consequential damages of any kind whatsoever whether or not foreseeable, resulting from, or arising in connection with the activities that are the subject of this Agreement.

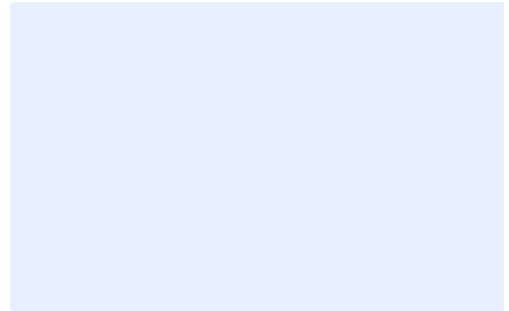
IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of the Parties, have signed the present Agreement in duplicate in the English language.,

**For the International Labour
Organization**



Name: Gilbert F. Houngbo
Function: Director-General
In
Signed on

**For the International Seabed
Authority**



Name: Michael W. Lodge
Function: Secretary-General
In
Signed on