



ORGANIZACION HIDROGRAFICA INTERNACIONAL

Dossier del BHI N° S3/0302

CARTA CIRCULAR N° 22/2016
23 de Mayo del 2016

PROPUESTA DE ACUERDO DE COOPERACION ENTRE LA ORGANIZACION HIDROGRAFICA INTERNACIONAL Y LA AUTORIDAD INTERNACIONAL DE LOS FONDOS MARINOS

Referencias:

- A. Resolución de la OHI N° 5/1957 según enmendada - *Relaciones con otras organizaciones;*
- B. CC. de la OHI N° 29/2013 del 22 de Abril - *Propuesta de Acuerdo de Cooperación entre la Organización Marítima Internacional (OMI) y la Organización Hidrográfica Internacional - Informe de situación;*
- C. CC. de la OHI N° 18/2016 del 18 de Abril - *Establecimiento de un Memorándum de Acuerdo entre la Organización Hidrográfica Internacional y el Comité Internacional para la Protección de los Cables Submarinos.*

Estimado(a) Director(a),

1. La Autoridad Internacional de los Fondos Marinos (ISA) es una organización intergubernamental establecida mediante la Convención de las Naciones Unidas sobre el Derecho del Mar (UNCLOS), en conformidad con la Convención y el Acuerdo relativos a la implementación de la Parte XI de UNCLOS adoptados el 28 de Julio del 1994, para organizar y controlar las actividades en el *Área*. El *Área* se define como *los fondos marinos y oceánicos y su subsuelo fuera de los límites de la jurisdicción nacional*, particularmente con vistas a administrar sus recursos minerales.
2. La ISA promueve y fomenta la realización de la investigación científica marina con respecto a las actividades en el *Área* y la recogida y difusión de los resultados de tales investigaciones y análisis, cuando estén disponibles, poniendo un énfasis particular en la investigación relativa al impacto ambiental de las actividades en el *Área*. La ISA es competente para tomar las medidas necesarias a fin de asegurar una protección eficaz del medio ambiente marino contra los efectos nocivos que puedan resultar de las actividades en el *Área*.
3. En conformidad con las Reglas de Procedimiento de la Asamblea de la ISA, la OHI tiene el estatuto de observadora en la Asamblea. Observando el aumento gradual de los contratos de exploración otorgados por la ISA y tras los contactos con la Secretaría de la ISA, iniciados en el 2013 conforme a la Referencia A, el Comité Directivo identificó los beneficios potenciales de la cooperación entre la ISA y la OHI en asuntos que afecten a la cartografía oceánica y a la información de la seguridad marítima en relación con las actividades del *Área*. Como resultado, el Comité Directivo y la Secretaría de la ISA decidieron que la elaboración de un Acuerdo de Cooperación entre ambas organizaciones sería de interés mutuo.
4. Se ha elaborado ahora un proyecto de acuerdo, que ha sido aprobado por las Secretarías de ambas organizaciones. Se adjunta en el Anexo A la propuesta de texto para este acuerdo (*en Inglés únicamente*). El formato del acuerdo está basado en el de acuerdos similares adoptados por la OHI y por la ISA con otras organizaciones intergubernamentales e internacionales asociadas, especialmente con la Organización Marítima Internacional (Referencia B) y con el Comité Internacional para la Protección de los Cables Submarinos (Referencia C).
5. Sin comentarios desfavorables por parte de los Estados Miembros de la OHI y sujeto a la aprobación del texto del acuerdo según los procedimientos de la ISA, el Presidente del Comité Directivo firmará el acuerdo propuesto en nombre de la OHI.

6. Observando que la Secretaría de la ISA proyecta someter el acuerdo propuesto al Consejo de la ISA durante la 22ª sesión de la Autoridad, del 11 al 22 de Julio del 2016, se ruega a los Estados Miembros que revisen la propuesta de texto del Anexo A y que proporcionen sus comentarios, de haberlos, al BHI **antes del 1 de Julio del 2016**.

En nombre del Comité Directivo
Atentamente,



Robert Ward
Presidente

Anexo A: Proyecto de texto de un Acuerdo de Cooperación entre la OHI y la ISA (*en Inglés únicamente*).

**(DRAFT) AGREEMENT ON COOPERATION BETWEEN
THE INTERNATIONAL HYDROGRAPHIC ORGANIZATION AND
THE INTERNATIONAL SEABED AUTHORITY**

The purpose of this Agreement is to specify the scope of co-operation between the International Hydrographic Organization (hereinafter referred to as “IHO”) and the International Seabed Authority (hereinafter referred to as “ISA”).

The IHO and ISA will consult each other on matters of common interest with a view to ensuring maximum coordination of their relevant work and activities.

WHEREAS, the IHO is an intergovernmental consultative and technical organization that was established in 1921 and is currently governed by the Convention on the International Hydrographic Organization signed at Monaco on 3 May 1967 as amended;

Whereas the IHO contributes to making navigation easier and safer throughout the world by improving nautical charts and publications;

Whereas the IHO’s main activities are the setting of standards for the production of hydrographic data and the provision of hydrographic services, the coordination of the hydrographic activities of all coastal and interested States, and the exchange of bathymetric and related data in support of the safety of life at sea, safe navigation and the protection of the marine environment;

WHEREAS, the ISA is an intergovernmental organization established by the United Nations Convention on the Law of the Sea signed in Montego Bay on 10 December 1982, through which its member States, in accordance with the Convention and the Agreement relating to the Implementation of Part XI of the Convention adopted on 28 July 1994, organize and control activities in the Area, particularly with a view to administering the mineral resources of the Area, as defined in article 1, paragraph 1(1) of the Convention;

Whereas the ISA promotes and encourages the conduct of marine scientific research with respect to activities in the Area and the collection and dissemination of the results of such research and analysis, when available, with particular emphasis on research related to the environmental impact of activities in the Area;

Whereas the ISA is competent to take necessary measures in order to ensure effective protection of the marine environment from harmful effects which may arise from activities in the Area;

AND CONSIDERING that increased cooperation between the IHO and ISA should help to facilitate inter alia:

- The development of procedures to encourage and facilitate the provision and exchange of bathymetric survey data, or metadata, collected as part of the activities in the Area that are controlled or organized by ISA;
- The development of compatible digital input formats for the representation of ISA contracts' areas in relation to nautical charting requirements;
- Global consistency in the treatment of bathymetric data covering ISA contract's areas to facilitate data re-use by Hydrographic Offices around the world, and to allow data correlation without further manipulation;
- The optimization of resources to reduce lead times from data availability from the relevant ISA Contractors to the publishing of updates to nautical charts;
- The development of a global approach to the issuance of Notices to Mariners and related navigational warnings as may be required for the safe conduct of activities by ISA Contractors;
- The development of standardized information in nautical publications that draws mariners' attention to installations used by ISA Contractors;
- The development of charting policies that address hazards related to concurrent activities in ISA contract's areas;

NOTING that, until the Protocol of Amendments to the Convention on IHO comes into force, the responsibilities conferred by this Agreement to the Secretary-General of IHO shall be borne by the President of the Directing Committee of the International Hydrographic Bureau (IHB),

THE IHO AND ISA THEREFORE AGREE:

1. To consult, where appropriate and practical, on issues of mutual interest with a view to promoting or enhancing a better understanding of their respective activities and to better delineate such activities between the two organizations; and to co-operate, where appropriate and practical, in the collection and exchange of standardized data and information.
2. To invite each other's representatives to attend and participate in the meetings of their respective governing bodies (or workshops or working groups) in accordance with the rules of procedures of such bodies; and to conduct, where appropriate, co-operative studies and seminars.
3. That the Secretary-General of IHO and the Secretary-General of ISA may consult on matters of personnel, material, services, equipment and facilities for joint undertakings which may be agreed between them in fields of common interest to IHO and ISA.
4. That IHO will, at the request of ISA, render assistance to ISA with respect to matters within the scope of activities of ISA; and ISA will, at the request of IHO, render

assistance to IHO in matters falling within the scope of IHO's activities. Where assistance, which is required by either party under the terms of this Agreement, involves substantial expenditure, consultations will take place with a view to determining the most equitable manner for meeting such expenditure.

5. To discuss at least annually the effectiveness of this Agreement and any measures that may be required to improve co-operation between IHO and ISA.
6. That this Agreement is without prejudice to agreements, legally binding or otherwise, concluded by either party with other organizations and programmes.
7. That subject to such arrangements as may be necessary for safeguarding confidential information and data, the Secretary-General of IHO and the Secretary-General of ISA will exchange information and keep each other informed of projected activities and programmes of work in fields of common interest. Accordingly, when either entity proposes to initiate a programme or activity on a subject in which the other has or may have a substantial interest, consultation will be initiated between the two, with a view to harmonizing their efforts as far as possible, taking into account their respective responsibilities and any decisions or wishes of the appropriate governing bodies of the respective entities. Each party agrees to obtain the written consent of the other prior to disclosing any proprietary materials of the other to any third party.
8. That this Agreement will come into effect upon its signature by the Secretary-General of IHO and the Secretary-General of ISA. The Secretary-General of IHO and the Secretary-General of ISA may terminate this Agreement by giving six months' written notice to the other party.
9. That this Agreement shall be subject to revision by agreement between the Secretary-General of IHO and the Secretary-General of ISA.
10. That nothing in this Agreement shall bind any of the Member States of the IHO jointly or severally. Similarly, the Agreement shall not bind any of the Members of the ISA jointly or severally.

IN WITNESS WHEREOF the undersigned have signed the present Agreement in duplicate.

Signature

Nii Allotey Odunton

Secretary-General

For and on behalf of the ISA

Date: DD:MMMM:YYYY

Signature

Robert Ward

President of the IHB Directing Committee

For and on behalf of the IHO

Date: DD:MMMM:YYYY