



IHB File N° S3/0302

CIRCULAR LETTER 22/2016
23 May 2016

**PROPOSED AGREEMENT ON COOPERATION BETWEEN
THE INTERNATIONAL HYDROGRAPHIC ORGANIZATION AND
THE INTERNATIONAL SEABED AUTHORITY**

References:

- A. IHO Resolution 5/1957 as amended - *IHO relations with other organizations.*
- B. IHO CL 29/2013 dated 22 April - *Proposed Agreement of Cooperation between the International Hydrographic Organization and the International Maritime Organization - Progress Report.*
- C. IHO CL 18/2016 dated 18 April - *Establishment of a Memorandum of Understanding between the International Hydrographic Organization and the International Cable Protection Committee.*

Dear Hydrographer,

1. The International Seabed Authority (ISA) is an intergovernmental organization established by the United Nations Convention on the Law of the Sea (UNCLOS), in accordance with the Convention and the Agreement relating to the implementation of Part XI of UNCLOS adopted on 28 July 1994, to organize and control activities in the *Area*. The *Area* is defined as *the seabed and ocean floor and subsoil beyond the limits of national jurisdiction*, particularly with a view to administering its mineral resources.
2. 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*. 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*.
3. In accordance with the Rules of Procedure of the ISA Assembly, the IHO is an observer in the Assembly. Noting the progressive build-up of exploration contracts awarded by ISA and following contacts with the Secretariat of the ISA initiated in 2013 in accordance with Reference A, the Directing Committee identified the potential benefits of cooperation between the ISA and the IHO on matters affecting ocean mapping and maritime safety information in relation to activities in the *Area*. As a result, the Directing Committee and the Secretariat of the ISA agreed that developing an Agreement on Cooperation between both organizations would be of mutual interest.
4. A draft agreement has now been developed and agreed by the Secretariats of both organizations. The proposed text of the agreement is provided in Annex A (*in English only*). The format of the agreement is based on similar agreements enacted by the IHO and the ISA with other inter-governmental and international partner organisations, notably with the International Maritime Organization (Reference B) and the International Cable Protection Committee (Reference C).
5. Subject to no adverse comments being received from IHO Member States and subject to the approval of the text of the agreement according to the procedures of ISA, the President of the Directing Committee will sign the proposed agreement on behalf of the IHO.
6. Noting that the Secretariat of the ISA intends to submit the proposed agreement to the ISA Council during the 22nd session of the Authority from 11 to 22 July 2016, Member States are kindly

requested to review the proposed text at Annex A and to provide their comments, if any, to the IHB not later than **1 July 2016**.

On behalf of the Directing Committee
Yours sincerely,

A handwritten signature in blue ink, appearing to read 'Robert Ward', with a period at the end.

Robert WARD
President

Annex A: Draft text of an Agreement on Cooperation between the IHO and the ISA (*in English only*)

**(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