



**IHB File N° S3/0302**

**CIRCULAR LETTER 35/2016**

**25 July 2016**

**SIGNING OF AN AGREEMENT ON COOPERATION BETWEEN  
THE INTERNATIONAL HYDROGRAPHIC ORGANIZATION AND  
THE INTERNATIONAL SEABED AUTHORITY**

Reference: IHO CL 22/2016 dated 23 May - *Proposed Agreement on Cooperation between the International Hydrographic Organization and the International Seabed Authority.*

Dear Hydrographer,

1. The Directing Committee is pleased to report that the proposed text contained in the referenced Circular Letter to establish closer ties between the IHO and the International Seabed Authority (ISA) through an Agreement on Cooperation has raised no objection from the Member States.
2. The Directing Committee thanks the following Member States: Bangladesh, Belgium, Chile, Colombia, France, Italy and Peru, who have expressed explicitly their support of the proposal. The improvement proposed by Peru and reproduced in Annex A was taken into account and incorporated in the final text.
3. The Council of the International Seabed Authority approved the proposed Agreement at its 22<sup>nd</sup> session in Kingston, Jamaica on 13 July. As a result, the Agreement was signed on behalf of the IHO by the President and on behalf of ISA by its Secretary-General on 14 July.
4. A copy of the text of the Agreement on Cooperation is provided in Annex B. A copy of the original document signed in both the English and French versions has been posted on the IHO website at: Home > Letters & Documents > MOU & Agreements.

On behalf of the Directing Committee

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'Robert Ward', is written over a light blue circular stamp.

Robert WARD  
President

Annex A: Member State's response to IHO CL 22/2016 and IHB's comment

Annex B: Agreement on Cooperation between the International Hydrographic Organization and the International Seabed Authority

**MEMBER STATE'S RESPONSE TO IHO CL 22/2016 AND IHB'S COMMENT**

*Proposed Agreement on Cooperation between the International Hydrographic Organization and the International Seabed Authority*

**PERU**

... this Directorate would like to suggest the inclusion of the following paragraph:

*Both institutions, with different specialization areas, agree to support the training on the seabed knowledge and its resources; in this sense, Member States of both organizations, through this agreement, will have the right to receive training from any of them, contributing to bring together the TWO (2) respective areas of expertise.*

*IHB Comment:*

Training has now been included in the Agreement as one of the subjects upon which the Secretaries-General may consult for joint undertakings as may be agreed between the IHO and the ISA.



## **Agreement of cooperation between the International Hydrographic Organization and the International Seabed Authority**

**14 July, 2016**

**Kingston, Jamaica**

The purpose of this agreement is to specify the scope of cooperation between the International Hydrographic Organization (hereinafter referred to as "IHO") and the International Seabed Authority (hereinafter referred to as "ISA").

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

*Whereas* the main activities of IHO 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* ISA is an intergovernmental organization established by the United Nations Convention on the Law of the Sea, signed at Montego Bay, Jamaica, 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, in particular with a view to administering the mineral resources of the Area, as defined in article 1, paragraph 1 (1), of the Convention,

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

*Considering* that increased cooperation between IHO and ISA should help to facilitate, inter alia:

(a) 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;

(b) The development of compatible digital input formats for the representation of ISA contract areas in relation to nautical charting requirements;

(c) Global consistency in the treatment of bathymetric data covering ISA contract areas to facilitate data reuse by hydrographic offices around the world and allow data correlation without further manipulation;

(d) The optimization of resources to reduce lead times from data availability from the relevant ISA contractors to the publishing of updates to nautical charts;

(e) 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;

(f) The development of standardized information in nautical publications that draws mariners' attention to installations used by ISA contractors;

(g) The development of charting policies that address hazards related to concurrent activities in ISA contract areas,

*Noting* that, until the Protocol of Amendments to the Convention on the International Hydrographic Organization enters 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,

IHO and ISA therefore agree:

(a) 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 delineating such activities between the two organizations, and to cooperate, where appropriate and practical, in the collection and exchange of standardized data and information;

(b) 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, cooperative studies and seminars;

(c) That the Secretary-General of IHO and the Secretary-General of ISA may consult on matters of personnel, training, material, services, equipment and facilities for joint undertakings, which may be agreed between them in fields of common interest to IHO and ISA;

(d) 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 activities of IHO. 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;

(e) To discuss at least annually the effectiveness of this agreement and any measures that may be required to improve cooperation between IHO and ISA;

(f) That this agreement is without prejudice to agreements, legally binding or otherwise, concluded by either party with other organizations and programmes;

(g) 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 much 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;

(h) 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;

(i) That this agreement shall be subject to revision by agreement between the Secretary-General of IHO and the Secretary-General of ISA;

(j) That nothing in this agreement shall bind any of the States members of IHO jointly or severally. Similarly, the agreement shall not bind any of the members of ISA jointly or severally.

In witness whereof, the undersigned have signed the present agreement in duplicate.

*original signed by*

*original signed by*

\_\_\_\_\_  
*Signature*

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*Signature*

**Nii Allotey Odunton**

**Robert Ward**

Secretary-General

President of the Directing Committee  
of the International Hydrographic  
Bureau

For and on behalf of the International  
Seabed Authority

For and on behalf of the International  
Hydrographic Organization