



Governing Body

352nd Session, Geneva, 28 October–7 November 2024

Legal Issues and International Labour Standards Section

LILS

Legal Issues Segment

Date: 23 October 2024

Original: English

Second item on the agenda

Agreement between the International Labour Organization and the International Seabed Authority

Purpose of the document

This document submits the text of an agreement between the International Labour Organization and the International Seabed Authority to the Governing Body for approval (see draft decision in paragraph 7).

Relevant strategic objective: All.

Main relevant outcome: Enabler A: Enhanced knowledge, innovation, cooperation and communication to advance social justice.

Policy implications: None.

Legal implications: Mutual representation and exchange of information as set out in article 3.1 of the proposed agreement.

Financial implications: None.

Follow-up action required: Signature of the ILO-ISA agreement by the Director-General.

Author unit: Office of the Legal Adviser (JUR).

Related documents: None.

1. The International Seabed Authority (ISA) is an international organization created under the 1982 United Nations Convention on the Law of the Sea (UNCLOS) and the 1994 Agreement relating to the implementation of Part XI of the United Nations Convention on the Law of the Sea (1994 Agreement). It was established on 16 November 1994, upon the entry into force of UNCLOS. In accordance with article 156(2) of UNCLOS, all States Parties are ipso facto members of the Authority . As of 1 July 2024, ISA had 169 members including 164 ILO Member States.
2. The ISA, is responsible for organizing and controlling all mineral-resources-related activities in the Area ¹ for the benefit of humankind as a whole. It has the mandate to ensure the effective protection of the marine environment from harmful effects that may arise from deep-seabed-related activities. In particular, the ISA is mandated by the 1994 Agreement to adopt the necessary rules, regulations and procedures (known as the “Mining Code”) to facilitate activities in the Area as exploration activities progress. Its principal organs are the Assembly, the Council and the Secretariat. The Assembly is the policy-making organ and comprises all ISA members while the Council is the executive organ composed of 36 members. The Secretariat is headed by a Secretary-General. In addition, the Enterprise is the fourth organ which is empowered to conduct exploration and exploitation of deep-sea minerals on behalf of the international community. More information about the ISA is available at www.isa.org.jm.
3. The ILO and the ISA both uphold the principle that decent work, including occupational health and safety, in the maritime sector is of paramount importance for the operation and execution of activities in the Area. Since 2022, the two secretariats have undertaken discussions with a view to establish the institutional and strategic framework of cooperation between the two organizations placing emphasis on exchanging information, close coordination and promoting decent work, including occupational health and safety, in the Area.
4. The proposed agreement seeks to strengthen collaboration in matters of mutual interest and common concern, in particular decent and sustainable work, the safety of life at sea, protection of human life and workers, including seafarers and other persons involved in activities in the Area. It also provides for joint activities, including research, technical meetings, advisory services, training and the development of guidelines, tools and methodologies. Under the terms of the proposed agreement on mutual representation, the ILO and the ISA will each invite representatives of the other organization to participate in its meetings, in accordance with their respective rules.
5. The ISA Council has approved the agreement on 20 July 2023 and has authorized its Secretary-General to sign it on behalf of the ISA.
6. The Governing Body, is invited to approve the proposed agreement to the extent that it establishes a standing arrangement for the representation of the ISA at official meetings of the ILO and to authorize accordingly the Director-General to sign the agreement.

¹ Under Article 1(1)(1) of the [United Nations Convention on the Law of the Sea](#), “Area” means the seabed and ocean floor and subsoil thereof, beyond the limits of national jurisdiction.

► Draft decision

7. The Governing Body approved the text of the proposed Agreement between the International Labour Organization and the International Seabed Authority and authorized the Director-General or his representative to sign it on behalf of the ILO.

► Appendix

Agreement between the International Labour Organization and the International Seabed Authority

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

Whereas the International Seabed Authority (the Authority) is the organization through which States parties to the Convention shall, in accordance with Part XI of the Convention 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](#) (the 1994 Agreement), organize and control activities in the Area, particularly with a view to administering the mineral resources of the Area,

Whereas the Authority 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 of 2019 emphasizes that 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 of 1998, as amended in 2022, affirms the obligations and commitments that are inherent in membership of 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 ILO and the Authority are assigned with clear competence for developing and adopting international standards and regulations within their respective mandates,

Whereas ILO and the Authority 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, 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 ILO and the Authority 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 the Convention, including article 94 concerning the duties of flag States, and other relevant Conventions, rules, regulations and procedures,

Now, therefore, ILO and the Authority (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 the rights of 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 Agreement, each Party will comply with its own rules, regulations, policies and procedures.

Article 4

Focal points and costs

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

4.1.1. For ILO, Multilateral Partnerships and Development Cooperation Department:

Telephone: +41 22 799 7370
4 route des Morillons, Geneva 22, Switzerland, CH-1211

4.1.2. For the Authority, Office of Legal Affairs:

Telephone: +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. 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. 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.

6.2. 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 authorization.

6.3. 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. 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.

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

7.3. 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 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

Gilbert F. Houngbo
Director-General

At:

Signed on:

For the International Seabed Authority

Michael W. Lodge
Secretary-General

At:

Signed on: