



AGREEMENT

BETWEEN THE INTERNATIONAL LABOUR ORGANIZATION AND THE FISHERIES COMMITTEE FOR THE WEST CENTRAL GULF OF GUINEA

Overview

- ▶ The agreement seeks to create a framework to strengthen collaboration between the ILO and FCWC in a number of areas, in particular on decent work and the elimination of forced labour in fishing.

Contact details

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Agreement between the International Labour Organization and the Fisheries Committee for the West Central Gulf of Guinea

The International Labour Organization (ILO), represented by the International Labour Office, and the Fisheries Committee for the West Central Gulf of Guinea (FCWC) (the “Parties”),

Cognizant that the best way to bring value to their respective constituencies is by maximizing their complementarities to ensure policy coherence and to deliver as one the 2030 Agenda for Sustainable Development, namely Goals 8 and 14;

Conscious of the need to promote decent work in the fishing sector, in particular on board fishing vessels, in line with relevant international labour standards, in particular the ILO Work in Fishing Convention, 2007 (No. 188), and to improve the protection of fishers and fish workers against forced labour and trafficking in persons;

Mindful that effective fisheries management requires the taking into account of the welfare of the workforce in the fishing sector;

Having regard to the high prevalence of decent work deficits in the fishing sector, and having observed that Illegal, Unreported and Unregulated (IUU) fishing is often associated with forced labour and labour abuse on board fishing vessels; and

Convinced that effective promotion and protection of labour rights of fishers and fish workers of the FCWC Contracting Parties (Republic of Benin, Republic of Côte d’Ivoire, Republic of Ghana, Republic of Liberia, Federal Republic of Nigeria and Togolese Republic), who are also ILO Member States, may best be achieved through cooperation between the Parties;

have agreed as follows:

Article I. Purpose

1. In fulfilling their respective mandates, the Parties wish to formalize closer collaboration in particular on areas of common concern and interest that encompass:

1.1. For the ILO:

1.1.1.

- Raise awareness of FCWC Contracting Parties on the ILO Convention on Forced Labour (C029) and its Protocol of 2014 to the Forced Labour Convention (P029) and the ILO Work in Fishing Convention (C188);
- Promote decent work in the fishing sector with particular attention to the protection of fishers’ labour rights and the prevention of forced labour on board fishing vessels operated in the FCWC Contracting Parties’ waters and beyond for vessels entitled to fly the flag of FCWC Contracting Parties;
- Conduct research on the prevalence of forced labour and labour abuse in the fishing sector of FCWC’s Contracting Parties and on board foreign-flagged fishing vessels calling into FCWC Contracting Parties’ ports;
- Share information, including data and other research, to better understand the nexus between IUU fishing on one hand, and forced labour and labour abuse on the other hand, in the West

African region, in support of the follow-up to the recommendations of the FAO/ILO/IMO Joint Ad Hoc Working Group on IUU Fishing and Related Matters;

- Undertake joint consultations with the labour and fisheries national authorities of FCWC Contracting Parties to ensure better protection of fishers' labour rights, prevent forced labour in the fishing sector and assess the capacity needs of these national authorities, including the sensitization and training of inspectors.

1.2. For the FCWC:

- Promote the development of a common strategy in the sub-region with respect to the protection of labour rights on board fishing vessels and in the fishing sector (that can, among other things, help FCWC Contracting Parties, which are also the International Commission for the Conservation of Atlantic Tunas (ICCAT) Contracting Parties, adopt a coordinated position in the discussions of the Ad Hoc Working Group on Labour Standards);
- Promote and incorporate international labour standards in the FCWC strategic instruments and FCWC Contracting Parties' fisheries policy documents to improve the protection of fishers and fish workers' labour rights;
- Explore ways in which fisheries law enforcement tackling IUU fishing can contribute to the detection of forced labour through the work of the FCWC West African Task Force, in particular during at-sea and in-port inspections;
- Explore the feasibility of establishing a working group on labour standards in the fishing sector within the framework of FCWC to promote labour rights and the prevention of forced labour on board fishing vessels and in the fisheries sector;
- Study how fisheries legislation could support the implementation of decent conditions of work on board fishing vessels in the FCWC Contracting Parties as part of the process of fisheries legislation's harmonization.

Article II. Modalities of cooperation

2. In accordance with their respective rules and regulations, the Parties shall enter into separate agreements or arrangements setting out the conditions under which they shall carry out specific activities in the areas of common concern and interest indicated in Article I.
3. Subject to paragraph 2 above, the modalities of such cooperation activities include, but are not limited to, joint research, joint technical meetings, joint technical advisory services, joint training, and joint preparation of manuals, guidelines, tools and methodologies.
4. The Parties shall devise a Joint Action Plan to identify priority activities to be undertaken under this Agreement and set out the conditions under which they shall be carried out.
5. The Parties shall hold consultations on a regular basis in order to exchange views on matters of common concern and interest. The date and form of such joint consultations shall be agreed between the Parties.
6. Commencing from the entry into force of this Agreement, the Parties shall review past activities and coordinate future activities and collaboration once every year, in particular with a view to update, if necessary, the content of Article I.

Article III. Exchange of information and mutual representation

7. The Parties shall exchange reports and other published documents, in which a specific concern or interest has been expressed.
8. Each Party shall invite representatives of the other to participate in its meetings whenever questions of mutual interest are discussed.

Article IV. Liaison and costs

9. In order to achieve effective cooperation, each Party shall designate and communicate to the other Party details concerning the contact point, or changes of the contact point, entrusted with the overall coordination relating to the Agreement.
10. Except as may be otherwise agreed in writing, each Party shall bear its own costs arising out of the implementation of this Agreement.

Article V. Intellectual property and use of logo

11. 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 II, paragraph 2.
12. Subject to prior written approval, the logo of either Party may only be used by the other Party in connection with the activities that may be undertaken in accordance with Article II, paragraph 2.

Article VI. Confidentiality and protection of personal data

13. In accordance with their respective rules and regulations, confidential and personal information which comes into the Parties' possession or knowledge in connection with this Agreement or the Project is to be treated as classified.¹
14. 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 United Nations Principles on Personal Data Protection and Privacy.² No personal information shall be communicated to any third party without the prior written approval of the person concerned.
15. Information or data received from the FCWC by ILO in the implementation of this Agreement shall be treated as confidential information.

Article VII. Privileges and immunities

16. Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of either the ILO or the FCWC.

¹ For the ILO refer to ILO Office Directive, *Classification of ILO Information Assets*, IGDS No. 456, as revised from time to time, available at https://www.ilo.org/wcmsp5/groups/public/---dgreports/---dcomm/---webdev/documents/genericdocument/wcms_745768.pdf.

² <https://unsceb.org/principles-personal-data-protection-and-privacy-listing>.



Article VIII. Entry into force

17. This Agreement, superseding all prior agreements and understandings, shall enter into force upon its signature by the duly authorised representatives of the Parties, following approval by their respective competent bodies as may be required.
18. This Agreement shall be valid until 31 December 2023 and may be renewed through an exchange of letters prior to the end of its original term.
19. On the coming into force of this Agreement, it may be communicated by the ILO to the Secretary-General of the United Nations for filing and recording.
20. The Parties may also publish this Agreement on the internet ³ and by other means, subject to their own regulations, policies, practices and procedures.

Article IX. Amendments

21. This Agreement may be modified or amended only by written agreement between the Parties, subject to their own regulations, policies, practices and procedures. Such amendments shall enter into force immediately upon their signature, unless otherwise indicated by the Parties.
- 22.

Article X. Termination

23. The Parties shall have the right to terminate this Agreement with six (6) months' prior written notice to the other Party to this effect.
24. 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.
25. Any issues arising out of the termination of this Agreement, including the transfer of any materials and products in progress, shall be negotiated and agreed upon in writing.

³ For the ILO, available at https://www.ilo.org/global/about-the-ilo/how-the-ilo-works/departments-and-offices/jur/legal-instruments/WCMS_442247/lang-en/index.htm.

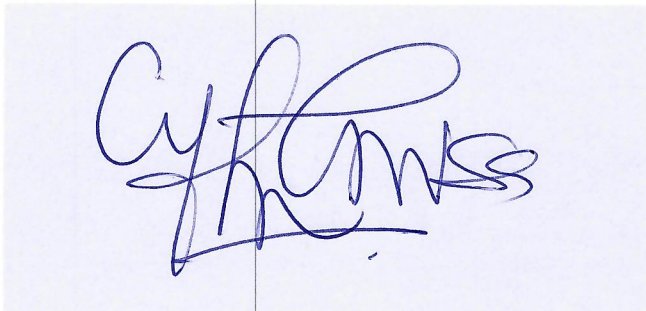
Article XI. Settlement of disputes

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

IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of the ILO and of the FCWC, respectively, have signed this Agreement in three (3) originals in English, on the dates and at the places indicated below.

For the International Labour Organization

**For the Fisheries Committee for the West Central
Gulf of Guinea**



Name: Cynthia Samuel-Olonjuwon
Function: Assistant Director General
Regional Director for Africa
In Abidjan, Côte d'Ivoire
Signed on 06 July 2022

Name: Seraphin Dedi Nadje
Function: Secretary-General
In Tema
Signed on 12/07/2022

