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Oceans Report

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The Eighth Session of the Third United Nations Conference on the Law of the Sea (UNCLOS) convened in Geneva on March 19, 1979, under the leadership of President Hamilton S. Amerasinghe of Sri Lanka. It was with a great deal of optimism that delegates met to seek compromise solutions for the few remaining hard-core issues. This optimism was tempered, however, by fears of the Group of 77 that proposed national seabed mining legislation, such as that being considered by the U.S. Congress, would disrupt the progress of the Conference.

Mr. Carias of Honduras, Chairman of the Group of 77, voiced this concern at the opening Plenary, noting that:

The Group of 77 has provided proof of its readiness to adopt procedures likely to produce, in a short time, the constructive results expected of the Conference. Progress has been made in the search for generally accepted formulas and there are broad possibilities of attaining the objectives of the Conference in various fields of the law of the Sea. Nevertheless, the situation as regards the international regime and machinery for the exploration and exploitation of the seabed and ocean floor gives cause for concern; and the Group of 77 is compelled to note once again the existence of proposed national measures and draft legislation which, although presented as transitional or provisional, are contrary to earlier positions adopted by the very States in which they are being proposed, contrary to undertakings entered into as participants in the Conference, and contrary to international law.  

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1. Amerasinghe was elected President of the Conference at its first session in Caracas in 1973 and has served in that capacity since.
2. During the first few sessions of UNCLOS, many delegations with similar interests formed special groups for negotiating and voting strength. The largest such group, known as the Group of 77 (now composed of over 117 delegations), was formed to give the economically underdeveloped nations participating in UNCLOS increased power by negotiating and voting as a large block. This process also helped to speed the negotiations, since individual spokesmen for each group could argue for the entire group.
Mr. Carias reiterated that the concept of the "common heritage of mankind" expressed in U.N. General Assembly Resolution 2749 (XXV) had attained the status of customary international law, and any activity pursuant to national legislation was considered illegal. Carias noted the "grave danger" such unilateral acts would have not only for the future of UNCLOS, but also for other multilateral negotiations between developed and developing nations.  

Mr. Elliot L. Richardson, Chairman of the U.S. Delegation, expressed optimism for continued progress and a rapid conclusion to the negotiations. He assured the Group of 77 that the proposed U.S. mining legislation would not be inconsistent with the legal regime established by the Conference. No country, particularly the United States, preferred unilateral legislation to an international regime, according to Mr. Richardson.

Though optimism prevailed in the early weeks of the session, it soon became clear that progress would be slow. In order to hasten the negotiations, the General Committee established a Working Group of 21 on First Committee (Seabed) Matters. The twenty-one members of this group were selected from the numerous special interests groups in the Conference, with ten coming from the Group of 77, two from the Group of the Socialist States of Eastern Europe, and nine from other industrialized States. Alternates were appointed to allow for rotating participation in the Working Group of 21. Their function was to resolve the remaining deep seabed mining issues, including financial arrangements for the Authority, taxation of mining activities, and voting on the Council.

4. It is to be noted that UNCLOS is the first attempt by the world community as a whole to negotiate such a complex and important treaty. Should UNCLOS fail, it is unlikely that this will again be attempted for many years. In addition, a collapse of UNCLOS could adversely affect other existing multilateral negotiations in which the Group of 77 is participating. This arises out of the fact that the Group of 77 has placed a great deal of importance on UNCLOS, and is seeking through it not only an ordering of the legal regime of the oceans, but also a restructuring of all political and economic ties with the developed world.


7. The Group of 21 was established as an advisory group with the function of finding acceptable resolutions to Committee I (primarily deep seabed mining) issues and presenting those to the Conference as a whole. According to Mr. Amerasinghe: "The advantage of limiting the number of participants is that it would be conducive to speedier and more intensive negotiation, while the requirement that the results should be treated as ad referendum would ensure that all delegations have the right to express themselves on the results emerging from the negotiations in the Group of 21." U.N. Doc. A/CONF. 62/BUR. II/REV. 1, 10 April 1979, at 4-5.
Negotiations continued on the settlement of seabed disputes (Group of Legal Experts); the marine environment, research, and technology (Third Committee); the continental shelf and sharing of revenues therefrom (Negotiating Group 6); and delimitation of marine boundaries (Negotiating Group 7).

Though a great deal of progress was made during the Geneva segment of the Eighth Session, the goal of having a draft convention by year's end seemed unattainable. The bulk of the work of the Conference was completed prior to the Eighth Session, with over ninety percent of the provisions of the ICNT being widely accepted. Were it not for the remaining ten percent (mainly comprised of seabed mining issues), the ICNT would be acceptable in its present form to most countries, although with varying degrees of enthusiasm. The Conference reached this stage through a unique consensus process, with no articles being formally tested by a Conference vote. Unfortunately, the perception developed that the accepted provisions reflected customary international law and would prevail regardless of the outcome of the Conference. Thus, States began negotiating as if the only outstanding issues were those yet unsettled, thereby placing much greater emphasis on these questions and making their resolution much more difficult. Because of this increased emphasis, ideological conflicts between the developed and developing States were enhanced. These ideological conflicts were most heatedly and vividly displayed in the negotiations dealing with the exploitation and exploration of the deep seabed.

Deep Seabed Mining and Technology Transfer

These philosophical conflicts go far beyond the deep seabed mining issues being negotiated in Committee One. According to Sr. Alvaro de Soto Polar, Consejero, Permanent Mission of Peru and Spokesman for the Group of 77:

One of the main points of conflict between developing and developed countries . . . is their different ideology. The Group of 77 is not satisfied with the status quo, and would like to change it, not only with regard to the Law of the Sea, but also with regard to other areas of the world economic order. Thus, the developing countries see the negotiations in a broader context than that of just trying to establish a regime to control exploitation of the sea. They see it as a precedent to cooperation in other areas.

8. The Eighth Session was resumed in New York on July 16, 1979.
Leaders of the developing countries believe that the potential for wealth from the deep seabed is great enough to enable them to end the vicious cycle of poverty that afflicts their people. They see cooperation in exploration and the sharing of these riches as the only way to firmly establish the new international economic order they so desperately seek. Though the future of deep seabed mining is not clear, and the dollar value of the minerals locked inside the manganese nodules is unknown, it is with a great deal of emotion and hope that the negotiations in Committee One are being conducted.

One of the most difficult issues in Committee One is the issue of the transfer of deep seabed mining technology from mining consortia to the Enterprise or to the International Seabed Authority. The primary objective of developed and developing nations alike is to ensure that the Enterprise operates in reality as it is designed to operate in theory. It is generally believed that for the parallel system of exploitation to work, the Enterprise must possess the funds, personnel, and technology to begin mining operations at the same time that mining consortia begin commercial exploitation in the Area. To assure that capability, negotiators long ago recognized the need to provide an enforceable means of requiring the transfer of technology. The difficult problem has been to conceive a technology transfer plan that would satisfy the needs of the Enterprise for technology, but would not discourage mining companies from investing the hundreds of millions of dollars necessary for research and development of that technology and equipment.

It was with the knowledge of these problems that UNCLOS negotiators sought to develop a workable scheme for the transfer of technology. Originally, Article 144 of the Informal Composite Negotiating Text (hereinafter referred to as the ICNT), required that parties develop programs for technology transfer. All applicants for mining contracts were required to negotiate "an agreement making available to the Enterprise under license, the technology used . . . in carrying out activities in the Area on fair and reasonable terms . . . ." If no agreement to transfer technology could be reached, the matter would be subjected to binding arbitration. A contractor's

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10. The ICNT became the official negotiating text for the Conference at the conclusion of the Sixth Session in 1977. It is to be noted that the ICNT was merely a negotiating text. The purpose of its publication was to provide the Conference delegates with a record of negotiated provisions in a single document so that future negotiations and revisions of provisions would be facilitated. See U.N. Doc. A/CONF. 62/WP. 10, ADD. 1 (1977).
mining rights could be suspended or terminated for failure to comply with an arbitral award.11

This first attempt to reach a compromise between the interests of the developing countries and the mining industry was not successful. It was a clear attempt to force mining industries to transfer valuable technology to the Enterprise without providing adequate incentives or safeguards to industry. While industry had accepted the fact that such technology transfer would be required, it was not willing to give that technology away to any and all interested competitors. Again, while the ICNT referred to transfer "under fair and reasonable terms," it was not clear who would determine what was "fair and reasonable." Industry foresaw that there might be a determination under certain circumstances that a price far less than the fair market value of the technology was "fair and reasonable." Industry was not assured that its secrets, once they were transferred to the Enterprise, would be protected. Further, the terms "technology" and "technology transfer" were not defined.

In addition to these serious defects, there were two fundamental flaws that rendered the proposal totally unacceptable. These flaws were considered fundamental because no statutory interpretations of or understandings about the provisions could eliminate the two problems.

The first fundamental flaw evolved from the fact that certain components of the complex mining technology would be developed by numerous companies not engaged in deep seabed mining. Mining consortia might obtain that technology under license and might have no legal right to transfer that technology to anyone. If those other companies refused to permit transfer of their technology, it would be impossible for mining consortia to comply with the original ICNT provisions.

The second fundamental flaw dealt with the sanctions imposed on mining consortia for failure to transfer technology or to comply with a binding arbitral award. It has been estimated that the cost of selecting, prospecting, and preparing a single mining site, keeping in mind the banking provisions of the ICNT, would be nearly $100 million. With industry facing the possible termination of mining rights, it was unlikely that the consortia would make the investment. Reasonable monetary sanctions would be acceptable, but suspension or termination of mining rights would not.

11. Id. at 49-57.
Because of these shortcomings, negotiations continued throughout the Seventh and Eighth Sessions of UNCLOS. Chairman Frank X. Njenga commented at the Eighth Session of UNCLOS that negotiations in Negotiating Group I were conducted with two main objectives. The first, and easiest, was to establish a system of exploration and exploitation satisfactory to all concerned parties. This was easy since all had accepted the principle that exploitation in the area would be carried out by the Enterprise and other mining entities licensed by the Authority. The second and most difficult objective was to ensure the efficiency of the Enterprise and the proposed parallel mining system. The necessary equalization of two distinct entities made this an enormous task. Chairman Njenga noted that it was necessary to equalize the powerful mining consortia with their wealth and technology, and the Enterprise, an entity not yet in existence and possessing none of the tools to fulfill its purpose. The most extensive negotiations in Negotiating Group I at the Eighth Session focused on how to transfer those tools, primarily technology, to the Enterprise. To achieve this goal, the ICNT was extensively modified. In addition, a working definition of "technology" was prepared.

The first fundamental flaw was corrected. A contractor is now to use only the technology of those who have given assurances that such technology will be made available to the Enterprise on request of the Authority and on fair and reasonable commercial terms. This requirement applies only if that technology is not available on the open market. Good faith efforts by the contractor are all that is required. If the owner of the technology refuses to honor his assurances, further assurances by that owner are not to be accepted in awarding future contracts. If there is a corporate relationship between the owner and the contractor, refusal is to be considered in assessing the applicant's qualifications for future work. This significant improvement promotes continued use of licensed technology.

Technology which can be legally transferred is only required to be so transferred if the Enterprise is unable to obtain it on the open

13. Technology was defined as "The equipment and technical know-how, including manuals, designs, operating instructions, training and technical advice and assistance necessary to assemble, maintain and operate a system for the exploration and exploitation of the resources of the Area and the non-exclusive right to use these items for that purpose." See U.N. Doc. NG 1/16 (1979).
14. These changes are now found in revised Article 144 and Annex II of the ICNT and are recorded in Official Records, Volume X, Reports of the Committees and Negotiating Groups (1978).
market. In such cases, fair and reasonable commercial terms are required, assuring reasonable compensation to the mining companies.

Though the United States and mining consortia are basically opposed to the mandatory transfer of technology to "developing countries," the revised ICNT is a significant and acceptable improvement on that obligation.\(^{15}\) Some measure of protection is afforded technology transferors in that only those developing countries that have applied for a mining contract can request the technology. Transfer is conditioned on the non-availability of the technology on the open market and its exclusive use in the reserved sections of the Area. Article 144 now mandates the use of fair and reasonable commercial terms and conditions to govern the transfer and provides the same restrictions on technology used under license. Developing nations receiving technology must ensure that their activities "would not involve transfer of technology to a third country or the nationals of a third country."\(^{16}\) This improvement should satisfy the needs of industry for protection and compensation, while providing for transfer to developing countries.

In attempting to alleviate the second fundamental flaw, Article 144 was amended to provide that if the parties fail to reach an agreement "on the terms and conditions of transfer to the Enterprise,"\(^{17}\) resort to conciliation by either party is available. If no agreement is reached, either party may refer the matter to binding arbitration using the UNCITRAL Arbitration Rules (or other agreed rules).\(^{18}\) The question to be answered by the arbitral board is whether the contractor’s offers are within the range of what is commercially fair and reasonable. If they are not and the contractor fails to amend his offers, the board "shall make a binding award." If other issues are involved, reference to appropriate dispute settlement mechanisms under the convention is provided. Penalties are provided in the event the arbitral award is not implemented.\(^{19}\)

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15. It is most significant that transfer of technology is conditioned on the nonavailability of that technology on the open market and fair commercial compensation to the transferors for their technology. See Annex II, art. 5, para. 1(e), supra note 13.

16. This provision in revised Annex II addresses a major concern of the United States and the mining consortia. It was feared that transferred technology would eventually fall into the hands of competitors after its transfer to developing countries. See Annex II, art. 5, para. 2, supra note 13.

17. See Annex II, art. 5, para. 2, supra note 13.

18. The reference to the UNCITRAL Arbitration Rules (or other agreed rules) makes it clear that the arbitration contemplated is a commercially reasonable arbitration.

19. These penalties are found in a new Article 17 of Annex II. Note 13, supra.
As long as the contractor's offer is within the range of what is commercially fair and reasonable, no sanction is to be imposed. By reference to commercial arbitration using the UNCITRAL Arbitration Rules, it is further made clear that commercial standards are to be applied to all aspects of the arbitration procedure. Reference to the arbitral award makes it clear that monetary awards can be made as well as amendments to contractor's offers.

A contractor's rights can now be suspended or terminated only if, after warnings, the contractor's activities "result in serious . . ., persistent and wilful violations of the fundamental terms of the contract," or if the contractor fails to comply with a final and binding dispute settlement award. However, the Authority cannot suspend or terminate mining rights even then until after the contractor has exhausted all of his judicial remedies. In addition, the Authority may impose monetary penalties instead of suspension or termination of mining rights.

From the standpoint of United States and mining consortium interests, the new proposals are an improvement over the original ICNT. It is most significant that a contractor's obligation to transfer technology is now dependent upon that technology not being available on the open market. Though much of the mining technology is sophisticated and highly complex, it is generally available for purchase by the Enterprise on the open market. This could effectively minimize a contractor's obligations.

According to the proposals adopted at the conclusion of the Seventh Session, mandatory transfer of technology remained an obligation of contractors even though a "fair and reasonable commercial terms and conditions" standard was made applicable. This standard could be invoked even if the technology was available on the open market or from other sources. Revisions in Annex II converted this obligation into an insurance clause, invocable only if the Enterprise could not obtain the technology from other sources. Commercial arbitration using the UNCITRAL rules, or other prescribed rules, was

20. Note 16, supra.
21. The judicial remedies referred to are provided in the ICNT, part VI, § 6.
22. It is clear that these penalty options and protections were put into the revision of the ICNT to lessen the harshness of the original ICNT penalty provisions found in Article 12 of Annex II in the ICNT. Though industry still faces the threat of the suspension or termination of mining rights, industry is afforded certain safeguards before such action can be taken by the authority. Thus, the application of "fair and reasonable commercial terms and conditions" along with the exceptions in Annex II should make these new penalty provisions acceptable to all parties.
provided for in case of disputes over what was fair and reasonable. Technology was carefully defined to guide contractors and the Enterprise.

Though contractors are still required to transfer technology to developing countries, there are provisions prohibiting the further transfer of that technology to other countries or entities. Though this does give a measure of protection, it has met with some opposition from the United States and industry representatives.

It is clear from the progress of these negotiations and the compromises reached, that sensible and sincere efforts are being made by all parties to produce a workable and successful transfer of technology plan. It is felt that the new provisions of the revised ICNT, though not completely satisfactory to any interest, strike a fair balance to the conflicting interests and are acceptable compromises.

Other Issues

The Working Group of 21, as well as Committee I, spent much time on the politically difficult questions of the composition, powers, functions, and voting in the organs of the Authority. Little progress was made, and many observers felt that tough negotiations in the future might not be successful in breaking this deadlock. The questions of decisionmaking, control of the Authority, and voting were the most challenging issues discussed.

It is not uncommon for a large body, such as the Authority, to select a smaller body, such as the Council, to make day to day operational decisions and to represent particular interests. Generally, membership in, and voting in these smaller bodies is designed so that all special interests affected by the actions of these groups are adequately represented. It is not realistic to expect States whose interests are directly affected to yield the power to make legally binding decisions to an international authority unless their interests are adequately represented therein. The States, such as the United States, whose nationals are investing billions of dollars in developing deep seabed mining technology must have such representation on the Council, otherwise they are not going to subject their nationals to the dangers inherent in any legally binding control by an international body.

23. The ICNT in Articles 159-164, establishes the Council and delineates its powers, functions, and composition and provides for review of its decisions. As originally envisioned, the Council was to be composed of thirty-six members of the Authority
Another area of debate requiring further negotiations is the delimitation of the outer limits of the Continental Shelf and the sharing of revenues from shelf resources beyond 200 nautical miles (n.m.) from the baseline. Broad margin States feel that they have a legal right to all of the resources of the shelf that is a natural prolongation of their coast, regardless of how far that prolongation may extend.\textsuperscript{24} Narrow margin States feel that the shelf resources beyond 200 n.m. of the baselines constitute a "common heritage of mankind" resource.\textsuperscript{25} Little progress was made in Geneva in settling this issue.

\textsuperscript{24} This claim by the broad margin States is based on language found in the North Sea Continental Shelf Cases [1969] I.C.J. 3, paras. 19, 63, which provided in part that:

The court entertains no doubt (that) the most fundamental of all the rules of law relating to the continental shelf, enshrined in Article 2 of the 1958 Geneva Convention, though quite independent of it, [is] that the right of the coastal State in respect of the area of continental shelf that constitutes a natural prolongation of its land territory into and under the sea exist \textit{ipso facto} and \textit{ab initio}, by virtue of its sovereignty over rights for the purpose of exploring the seabed and exploiting its natural resources. In short, there is here an inherent right. In order to exercise it, no special legal process has to be gone through, nor have any special legal acts to be performed. Its existence can be declared (and many States have done this) but does not need to be constituted. Furthermore, the right does not depend on its being exercised. To echo the language of the Geneva Convention, it is "exclusive" in the sense that if the coastal State does not choose to explore or exploit the areas of shelf appertaining to it, that is its own affair, but no one else may do so without its express consent.

\textsuperscript{25} According to Article 82 of the ICNT:

The coastal State shall make payments on contributions in respect of the exploitation of the non-living resources of the continental shelf beyond 200 n.m. from the baselines...

This concept of revenue sharing has not met with universal acceptance. No mechanism has been set up to ensure that such sharing is accomplished and no means of distribution of the revenues has been established. It appears that an international authority would have to be set for this purpose, resulting in great expense to all parties.

It is felt by many that a distance formula\(^2\text{6}\) may be an acceptable method of delimitation. The question of revenue sharing, however, has no such simple solution and is likely to cause continuing problems for UNCLOS.

The Third Committee spent most of its time, with little progress, dealing with U.S. proposals governing marine scientific research. According to the United States Delegation Report, the basic objection to existing scientific research proposals evolves out of the requirement for consent. There must be state consent prior to the conduct of research activities on the continental shelf beyond 200 n.m. from the baseline. It is felt by many that the U.S. objection stems from fear that such a "consent" regime is the beginning of "creeping jurisdiction" over vast areas of the oceans traditionally considered high seas.\(^2\text{7}\)

The Marine Environment

One of the greatest achievements of UNCLOS has been the comprehensive efforts of the Conference to protect the marine environment from pollution. According to the Chairman of Committee III, Ambassador Alexandor Yankov of Bulgaria, the proposals now greatly increase the prospects of consensus in the Conference, and preliminary negotiations can now be considered closed.

These environmental provisions are significant in that, for the first time, comprehensive environmental provisions are included in a multilateral negotiating text that has many other political, economic, and military reasons for support by the world community. If the ICNT becomes a widely accepted treaty, it is certain to include these provisions. Perhaps the most comprehensive and important of these are the provisions dealing with vessel-source pollution.\(^2\text{8}\)

If one considers the historic evolution of the world's concern for the marine environment, and the unilateral actions being taken by

\(^{26}\) Some delegations have recommended distances varying from 200 n.m. to as much as 500 n.m. from the baseline. Some intermediate figure seems likely.

\(^{27}\) It is felt by many that once a coastal State has even the slightest jurisdictional authority to regulate traditionally high seas freedoms beyond 200 n.m. from the baselines, this could lead to even greater claims of jurisdiction. To avoid this process, the U.S. is seeking to limit coastal States' control over marine scientific research on the continental shelf beyond 200 n.m. from the baseline.

\(^{28}\) Article 236 of the ICNT, as revised during the Eighth Session of UNCLOS, provides:

- States are responsible for the fulfillment of their international obligations concerning the protection and preservation of the marine environment.
- They shall be liable in accordance with international law.
coastal States, it can be argued that customary international law is developing towards a coastal State authority taking appropriate action to prevent vessel-source pollution in all areas of the oceans. Liability for such pollution damage may in the future be placed upon flag States for their failure to enforce minimum manning, navigation, operating, construction, and safety standards on vessels flying their flags as established by the international community. In the event of UNCLOS success, this evolutionary process will quicken.

It is clear from the progress made during the last thirty years, and the negotiations of UNCLOS, that world concern for the marine environment is growing. At this stage, it is unlikely that continued and uncontrolled pollution of the oceans from any source will be permitted. While the ICNT is not a cure for all of the environmental problems of the oceans, it is at least a step in the direction of finding such solutions. Ambassador Yankov of Bulgaria has noted that the main features of the environmental provisions are:

1) that they enunciate the general obligations of states to protect and preserve the marine environment, including obligations which do not exist in other international instruments such as the transfer of hazards from one area to another, special provisions for ice-covered areas, preventing the introduction of alien species, and pollution from new technology. Many of these general obligations are elaborated in the specific articles and could serve as the basis for future international instruments as well;
2) that they sustain the global approach but incorporate important elements of cooperation on regional bases as well;
3) that they are comprehensive both as to sources of pollution and

29. An example of the actions being taken by coastal States is found in a case litigated in a United States District Court, and is illustrative of the growing world concern for the marine environment. See Puerto Rico v. SS Zoe Colocotroni, 456 F. Supp. 1327 (D. P.R. 1978).

Zoe Colocotroni may well prove to be a leading case in assessing vessel-source oil pollution liability. This in rem and in personam admiralty suit brought by the Commonwealth of Puerto Rico and its primary environmental agency, the Environmental Quality Board (EQB), sought recovery for pollution damage and clean-up cost pursuant to the Solid Waste Disposal Act (42 U.S.C. § 6901), the Water Pollution Control Act of Puerto Rico (24 L.P.R.A. § 591), and the Public Policy Environmental Act of Puerto Rico (12 L.P.R.A. § 1121).

The court held the defendants, the SS Zoe Colocotroni, her owners, and her underwriters liable for the estimated market value of 92,108,720 marine animals killed by the Colocotroni Oil Spill, the replacement costs of $559,500 for destroyed mangroves, and $78,108.89 for actually expended clean-up costs. Discretionary prejudgment interest was also awarded. These awards were made after a factual determination that the accidental grounding of the SS Zoe Colocotroni was a result of the
as to preventive, protective and enforcement measures. The latter include requirements that national measures take into account, or be no less stringent than international rules, standards, practices and procedures, and those for liability and compensation.30

The Ambassador has stated that, if the ICNT is treated as a general framework and considered in conjunction with the instruments of IMCO and other bodies with a role in the protection and preservation of the marine environment, then it is a reliable instrument for promoting international cooperation towards this end. Its purpose is that of a framework, and not as an instrument to be used in isolation. It should be seen as a starting point for the future growth and elaboration of international law.

It is hoped that conventional and customary international law will continue to develop in a manner that takes into account the value and the vulnerability of the marine environment. The UNCLOS negotiations have certainly accelerated the process of the evolution of customary international law in this area and have served to educate the world community on the richness of the oceans as well as the fragility of many of its ecosystems. With the provisions of the ICNT/Rev. 1 and the cautions of Ambassador Yankov that this is only a beginning, there is still hope that the oceans will be preserved for many future generations.

Conclusion

Though the goal of producing a draft convention by year's end is not likely to be met, progress was made in Geneva. By convening the Collegium31 under the rules of the Conference, President
Amerasinghe was able to ensure that a redraft of the Informal Composite Negotiating Text (known as the ICNT/Revision I) would be prepared and distributed when the Eighth Session of UNCLOS resumed in New York. It is felt that the mood of the Conference is now conducive to rapid progress, and that this maneuver by the Conference leadership should hasten the negotiating progress. All things considered, a draft convention should be ready by the end of next year.