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Agreement concerning the Shipwrecked Vessel RMS Titanic

London, 6 November 2003

[The Agreement entered into force on 18 November 2019]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
December 2019*



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AGREEMENT CONCERNING THE SHIPWRECKED VESSEL RMS TITANIC

The States Parties to this Agreement,

Recalling the sinking of the British flag White Star Lines ocean liner RMS Titanic on her maiden voyage on April 15, 1912, in waters of the northwest Atlantic 325 miles southeast of Newfoundland, Canada, in which the lives of 1,523 of the 2,228 persons on board were lost;

Aware that since RMS Titanic was first located on the Canadian continental shelf in 1985 it has been the object of a number of subsequent explorations and that over 5,000 artifacts have been recovered;

Mindful that further dives, if not properly regulated, risk disturbing the remains of those for whom the RMS Titanic is their final resting place and the integrity of the wreck and its remaining artifacts;

Cognizant of the unique historic significance and symbolic value of, and international interest in, RMS Titanic;

Considering the relevant provisions of the 1982 UN Convention on the Law of the Sea¹, including Article 303 thereof;

Desiring that artifacts henceforth recovered from RMS Titanic be kept together and intact as project collections in a manner that can provide for public access and the curation of such project collections in perpetuity;

Seeking to ensure the protection of RMS Titanic and its artifacts for the benefit of present and future generations; and

Recognizing that *in situ* preservation is the most effective way to ensure such protection, unless otherwise justified by educational, scientific or cultural interests, including the need to protect the integrity of RMS Titanic and/or its artifacts from a significant threat;

HAVE AGREED as follows:

Article 1

For the purposes of this Agreement, unless the context otherwise requires,

- (a) "RMS Titanic" means the shipwrecked vessel RMS Titanic;

¹ Treaty Series No. 81 (1999) Cm 4524

- (b) "Artifacts" means the cargo of RMS Titanic and other contents, including those associated objects that are scattered in its vicinity and any portion of the hull;
- (c) "Rules" means the Rules Concerning Activities Aimed at the RMS Titanic and/or its Artifacts contained in the Annex, which shall form an integral part of this Agreement; and
- (d) "Project" means all activities aimed at RMS Titanic and/or its artifacts carried out pursuant to an authorization provided in accordance with this Agreement.

Article 2

RMS Titanic shall be recognized as:

- (a) a memorial to those men, women and children who perished and whose remains should be given appropriate respect, in accordance with this Agreement; and
- (b) an underwater historical wreck of exceptional international importance having a unique symbolic value.

Article 3

Each Party shall take all reasonable measures to ensure that all artifacts recovered from RMS Titanic after entry into force of this Agreement, that are under its jurisdiction, are conserved and curated consistent with the relevant Rules and are kept together and intact as project collections.

Article 4

1. Each Party shall take the necessary measures, in respect of its nationals and vessels flying its flag, to regulate through a system of project authorizations:

- (a) entry into the hull sections of RMS Titanic so that they, other artifacts and any human remains are not disturbed; and
- (b) activities aimed at the artifacts from RMS Titanic found outside the hull of the wreck so that all such activities are, to the maximum extent practicable, conducted in accordance with the Rules.

2. Each Party agrees that the preferred management technique is *in situ* preservation and that project authorizations referred to in this Article involving recovery or excavation aimed at RMS Titanic and/or its artifacts should be granted

only when justified by educational, scientific, or cultural interests, including the need to protect the integrity of RMS Titanic and/or its artifacts from a significant threat.

3. No Party shall authorize, award or grant exclusive salvage rights to RMS Titanic and the artifacts in its vicinity that would preclude non-intrusive public access consistent with this Agreement.

4. Each Party shall take appropriate actions with respect to its nationals and vessels flying its flag to enforce the measures it has taken pursuant to this Agreement.

5. Each Party shall take appropriate actions to prohibit activities in its territory including its maritime ports, territorial sea, and offshore terminals, that are inconsistent with this Agreement.

Article 5

1. Each Party shall inform the other Parties of the measures it has taken to implement this Agreement.

2. Each Party shall provide copies of requests for authorizations for new projects made pursuant to Article 4 to the other Parties for comment, together with that Party's preliminary views on the request. In deciding what action to take, that Party shall consider any comments it receives from other Parties within 90 days following transmission to the other Parties of copies of the request.

3. Each Party shall inform the other Parties of the written authorizations or denials it issues with respect to new projects. Each Party shall also inform the other Parties of written authorizations or denials that it issues with respect to amendments to previously issued project authorizations.

4. The Parties concerned shall consult with a view to harmonizing the regulation of the activities conducted by nationals, or vessels subject to the flag jurisdiction, of more than one Party.

5. The Parties concerned shall consult with a view to harmonizing enforcement actions in regard to activities conducted in contravention of this Agreement by nationals, or vessels subject to the flag jurisdiction, of more than one Party.

Article 6

The Parties shall consult as necessary to review the implementation and effectiveness of this Agreement.

Article 7

1. This Agreement may be amended with the written consent of all Parties.
2. An amendment to this Agreement shall enter into force when the Depositary has received an instrument of acceptance thereof from all Parties.

Article 8

If a dispute arises between two or more Parties concerning the interpretation or application of this Agreement, those Parties shall consult among themselves with a view to resolving the dispute by negotiation or other peaceful means upon which they may mutually agree.

Article 9

1. Nothing in this Agreement shall prejudice the rights, jurisdiction and duties of any State under international law as reflected in the 1982 United Nations Convention on the Law of the Sea, nor the present or future claims and legal views of any State concerning the law of the sea or the future development of international law regarding underwater cultural heritage.
2. If a general multilateral Convention on the protection of underwater cultural heritage enters into force for all Parties, they shall consult to discuss the relationship between this Agreement and that Convention.

Article 10

1. A State may indicate its consent to be bound by this Agreement by:
 - (a) signature, without reservation as to ratification, acceptance or approval;
 - (b) signature followed by ratification, acceptance or approval; or
 - (c) accession.
2. Instruments of ratification, acceptance, approval or accession shall be deposited with the Depositary.

Article 11

1. This Agreement shall be open for signature by all States at London from 6 November, 2003 to 5 November, 2004.

2. This Agreement shall enter into force on the date on which two States have indicated their consent to be bound in accordance with Article 10. Thereafter, the Agreement shall enter into force for a State on the date that State has indicated its consent to be bound in accordance with Article 10.

Article 12

Any Party may denounce this Agreement by providing written notification to the Depositary. The denunciation shall take effect for that Party six months after the date of the receipt of the notification, unless the notification specifies a later date.

Article 13

The original of this Agreement shall be deposited with the Government of the United Kingdom of Great Britain and Northern Ireland, which shall be the Depositary. The Depositary shall transmit certified copies thereof to all signatory and acceding States.

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Governments, have signed the present Agreement.

DONE at London, this sixth day of November, 2003, in the English and French languages, each text being equally authentic.

Annex

RULES CONCERNING ACTIVITIES AIMED AT THE RMS TITANIC AND/OR ITS ARTIFACTS

I. General Principles

1. The preferred policy for the preservation of RMS Titanic and its artifacts is *in situ* preservation.
2. Activities shall avoid disturbance of human remains.
3. Activities utilizing non-destructive techniques and non-intrusive surveys and sampling shall be preferred to those involving recovery or excavation aimed at RMS Titanic and/or its artifacts.
4. Activities shall have the minimum adverse impact on RMS Titanic and its artifacts.
5. Persons undertaking these activities shall ensure proper recording and dissemination to the public of historical, cultural and archaeological information.

II. Project Design

6. Activities shall be the object of a project design that shall include:
 - (a) the objectives of the project;
 - (b) a general description of the methodology and techniques to be employed;
 - (c) a description of the anticipated funding;
 - (d) a provisional timetable for completion of the project;
 - (e) the composition, qualifications and responsibilities of the anticipated team;
 - (f) the proposal for or results of all preliminary work;
 - (g) if applicable, plans for post-fieldwork;
 - (h) if applicable, a conservation and curation plan;
 - (i) a documentation program;

- (j) a safety policy;
- (k) if applicable, arrangements for collaboration with museums and other institutions;
- (l) report preparation, contents, and dissemination;
- (m) if applicable, the anticipated disposition of archives, including artifacts; and
- (n) if applicable, a program for publication.

7. If unexpected discoveries are made or circumstances change, the project design shall be reviewed and amended. Amendments to the project design shall require a new authorization to be issued.

8. Each project shall be carried out in accordance with its project design.

III. Funding

9. Projects shall be designed to ensure adequate funding in advance to complete all stages of the project including the curation, conservation and documentation of any recovered artifacts, and the preparation and dissemination of the report.

10. The project design shall include contingency plans that will ensure conservation of recovered artifacts and supporting documentation in the event of any interruption of anticipated funding.

11. The project design shall demonstrate an ability to fund the project through completion.

12. Project funding shall not require the sale of artifacts or other material recovered or the use of any strategy that will cause artifacts and supporting documentation to be irretrievably dispersed.

IV. Duration –Timetable

13. Adequate time shall be assured in advance to complete all stages of the project, including the curation, conservation and documentation of any recovered artifacts, and the preparation and dissemination of the report.

14. The project design shall include contingency plans that will ensure conservation of artifacts and supporting documentation in the event of any interruption in the anticipated timetable.

V. Objectives, Methodology and Techniques

15. The project design shall include the objectives, proposed methodology and techniques.

16. The methodology shall comply with the project objectives and with the general principles in section I.

VI. Professional Qualifications

17. Projects shall only be undertaken under the guidance of and in the presence of qualified technical and/or professional experts with experience appropriate to the objectives. The project shall not commence until the identity, qualifications, experience and responsibilities of the team members have been notified to and approved by the relevant national authorities.

18. All persons on the project team shall be:

- (a) qualified and have demonstrated experience appropriate to their project roles; and
- (b) fully briefed and understand the work required.

VII. Preliminary Work

19. The project design shall include:

- (a) an assessment that evaluates the vulnerability of RMS Titanic and artifacts to damage by the proposed activities; and
- (b) a determination that the benefits of the project outweigh the potential risk of damage.

20. The assessment shall also include background studies and relevant bibliography of available historical and archaeological evidence, and environmental consequences of the proposed project for the long-term stability of RMS Titanic and artifacts.

VIII. Documentation

21. Projects shall be thoroughly documented in accordance with professional archaeological standards current at the time the project is to be undertaken.

22. Documentation shall include, at a minimum, the systematic and complete recording of the provenance of artifacts moved or removed in the course of the project, field notes, plans, sections, photographs and recording in other media.

IX. Artifact Conservation

23. The project design shall include a conservation plan that provides for treatment of the artifacts in transit and in the long term.

24. Conservation shall be carried out in accordance with professional standards current at the time the project is to be undertaken.

X. Safety

25. All persons on the team shall work according to a safety policy prepared according to professional and legal requirements set out in the project design.

XI. Reporting

26. Interim reports shall be made available according to a timetable set out in the project design, and provided to relevant national authorities.

27. Reports shall include:

- (a) an account of the objectives;
- (b) an account of the methodology and techniques employed;
- (c) an account of the results achieved; and
- (d) recommendations concerning conservation of any artifacts removed during the course of the project.

XII. Curation of Project Collection

28. The project collection, including any artifacts recovered during the course of the project and a copy of all supporting documentation, shall be kept together and intact in a manner that provides for public access, curation and its availability for educational, scientific, cultural and other public purposes.

29. Arrangements for curation of the project collection shall be agreed before any project commences, and shall be set out in the project design.

30. The project collection shall be curated according to professional standards current at the time the project is to be undertaken.

XIII. Dissemination

31. Projects shall provide for public education and popular presentation of the results.

32. A final synthesis shall be provided to relevant national authorities and made available to the public as soon as possible, having regard to the complexity of the project.

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