



STATEMENT BY MS JEAN KUA , ON AGENDA ITEM 79, REPORT OF
THE INTERNATIONAL LAW COMMISSION ON THE WORK OF ITS
SEVENTY-FIFTH SESSION
(CLUSTER III: CHAPTERS VI and VIII OF A/79/10)

Chair,

1 With regard to Chapter VI R Q W K H P e r t o l a n d r e p r e s s i o n o f

and existing international agreements in formulating this draft article. In this regard,

: H D O V R V X S S R U W W K H 6 S H F L D O 5 D S S R U W H X U ¶ V Y
& R P P L V V L R Q ¶ V Z R U N L V D V U H S U H V H Q W D W L Y H D V

9 On the use of terminology, Singapore takes the view that regardless of what parties choose to name a document, whether it is legally binding or otherwise
G H S H Q G V R Q L W V F R Q W H Q W H S R E G A D G W A G R E S I D T H E L H V ¶
Special Rapporteur that it is imperative to set out clearly, regardless of which term
is used in the title of the topic, that the term is without prejudice to (a) the nature of
the agreements examined and the effects that they are likely to produce, or not, and
(b) the terminological choices that some States may make to guide their own national
practice with regard to international instruments.

10 On the scope of the topic, my delegation agrees with the Special
Rapporteur that the topic should be limited to written agreements. Preliminarily, we
take the view that the written agreements should be limited to those concluded
between States, and between States and international organisations. We think that
such agreements between international organisations should be excluded from the
topic, because States are often not directly involved in the conclusion of such
agreements and thus, these agreements entail different considerations. We agree with
W K H 6 S H F L D O 5 D S S R U W H X U ¶ V S U H O L P L Q D U \ Y L H Z
of intergovernmental conferences that do not have separate legal personality should
be excluded, since these acts are often very dependent on the specific instit
context in which they are adopted. Resolutions of international organisations should
also be excluded as they are not commonly understood to be agreements.
On the
issue of questions as to whether a term used in a specific treaty provision refers only
to legally binding agreements or also includes those that are not legally binding, we

