

DRAFT AGREEMENT ON WATER QUALITY MANAGEMENT OF ZAPADNAYA DVINA/DAUGAVA RIVER BASIN.

First draft version presented at the seminar in Novopolotsk 11-12 November 1997. To be modified.

The Contracting Parties,

the of the Federation of Russia,

the of the Republic of Latvia, and

the of the Republic of Belarus,

DESIRING to work together for protection and rational use of Zapadnaya Dvina/Daugava River Basin;

AWARE of the considerable pollution of the waters of the Zapadnaya Dvina/Daugava River Basin;

MINDFUL of the interrelationship between surface and groundwater between upstream and downstream users and conditions, and between inland and coastal waters as well as marine waters of the Baltic Sea;

ACKNOWLEDGING the importance of the flow and the quality of the water recourses for household and industrial supply, for recreational purpose, and for upholding natural values and diversity of species;

ENDORISING the provision and principles of the 1992 Convention on the Protection of the Marine Environment of the Baltic Sea Area, in particular Article 6, Paragraph 4, and the European Union framework for water management;

RECOGNISING the need for comprehensive and effective management system;

APPROVING of the role of the Zapadnaya Dvina/Daugava River Basin as a pilot area for implementation of river basin management between the Parties;

AFFIRMING the ultimate goal of establishing a convention on environmental management of the Zapadnaya Dvina/Daugava River Basin;

have agreed as follows:

Article 1

Territorial Competence

The territorial competence of the Agreement on Water Quality Management of the Zapadnaya Dvina/Daugava River Basin (hereinafter referred to as this Agreement) extends over the entire catchment areas of the Zapadnaya Dvina/Daugava river.

Article 2

Objectives and Purposes

1. The objectives and purposes of this Agreement comprise technical, socio-economic, financial, and legal/institutional aspects.
2. Technical aspects include:
 - a) collection and exchange of data on ambient water quality, hydrology, point source effluents, non-point source pollution sources, and other relevant data;
 - b) development and execution of environmental monitoring programme for joint and separate implementation;
 - c) execution of laboratory intercalibration programmes;
 - d) establishment of a geographical database relevance for the implementation of this Agreement; and
 - e) formulation, execution and evaluation of specific environmental investigations needed in order to identify the art, proportion and origin of water quality problems in the Zapadnaya Dvina/Daugava River Basin.
3. Socio-economic aspects includes:
 - a) identification of water quality objectives for various parts of the river basin; and
 - b) development and maintenance of a scientific foundation on which recommendations for water quality management programmes as well as specific pollution abatement action may be built.
4. Financial aspects include:
 - a) internal financing for the implementation of this Agreement including cost sharing and sharing criteria; and
 - b) financing of specific projects including external financing.
5. Legal and institutional aspects include:
 - a) prevention and settlement of disputes concerning different water uses and areas;

- b) drafting legislation and guidelines relevant for the implementation of this Agreement;
- c) harmonisation of standards, regulations and guidelines;
- d) involvement of local governments through environmental planning; and
- e) publication and distribution of environmental information derived through the implementation of this Agreement.

Article 3

Ad-hoc Commission

1. An ad-hoc Commission, entitled the International Zapadnaya Dvina/Daugava River Commission (hereinafter referred to as the Commission) headed by President is hereby established as the executive organ for implementation of this Agreement.

Constitution

2. The Commission shall take the form of a joint commission composed by delegations from two regional environmental protection agencies under each of the Contracting Parties of this Agreement:

a) under the of the Federation of Russia

-, and

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b) under the of the Republic of Latvia

-, and

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c) under the of the Republic of Belarus

-, and

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3. Each delegation represent an area of the jurisdiction, the extent of which is to be decided by each of the Contracting Parties and described in the Statues.

Function and powers

4. The Commission have the powers to perform:

a) advisory, consultative, and co-ordinating functions to be the Governments of the Contracting Parties and to Local Governments located within the Territorial Competence of this Agreement;

b) executive and operational functions as regards carrying out studies, formulation of plans, and preparation of future agreements of relevance for the implementation of this Agreement;

c) form Work Groups for the review of mutually co-ordinated directions and the problems investigated into.

Statutes

5. The Commission shall adopt its Statutes, which shall be endorsed by the Contracting Parties within two months after the signing of this Agreement. The Statutes of the Commission shall be appended to this Agreement as Annex I.

Session of Commission

6. The Commission shall meet as frequently as deemed necessary, however not less than once a year, upon convocation by letter from the President. Agenda for the meeting shall be proposed by the President.

7. Each delegation may send two regular delegates for the session of the Commission.

Chairmanship

8. The Chairmanship of the Commission shall be given to each delegation. Each delegation will hold the chairmanship of the Commission for one year.

9. The chairman is called President for the Commission.

Ad-hoc Secretariat

10. The ad-hoc Secretariat (hereinafter referred to as the Secretariat) handles day to day affairs and provides secretarial services to the Commission and its Working Groups. With regard to the duties laid down by the Commission the Secretariat shall be staffed by competent scientific and administrative personnel.

11. The Secretariat is headed by the Executive Secretary, who shall be appointed by the Commission.

12. The responsibilities for, and working procedures of the Secretariat shall be included in the Statutes for the Commission.

Article 4

Financial terms

1. Each Contracting Party shall bear the cost occurred in relation to the implementation of monitoring and control measures within its own territory and by its own staff, as well as other local cost.

2. It is the duty of the Contracting Party, whose delegation holds the Chairmanship of the Commission, to cover the expenses for normal administrative activities of the Commission that, according to this Agreement, falls upon the President. The financial and budgetary procedures shall be further regulated by the Statutes.

Article 5

Documentation and Information

1. The Commission shall each year present to the Contracting Parties

a) a general environmental status description on the Zapadnaya Dvina/Daugava River Basin, including all environmental data collected during the year, and

b) a report that describe the achievements and activities under the Commission.

Article 6

Language

1. The working language of the Commission are Russian, Belarussian and Latvian.

2. Data and information in written form shall be in language.

Article 7

Dispute Settlement

Disputes between the Contracting Parties concerning the interpretation and application of this Agreement shall be settled through negotiation. If the parties cannot reach agreement they shall request mediation by a contracting party of the 1992 Convention on the Protection of the Marine Environment of the Baltic Sea (HELCOM).

Article 8

Relation to the 1992 Convention on the Protection of the Marine

Environment of the Baltic Sea

The Contracting Parties shall through the implementation of this Agreement act in order to promote pertinent provisions and principles of the 1992 Convention on the Protection of the Marine Environment of the Baltic Sea (HELCOM). In particular this apply to, but is not limited to, the Articles 6, 7, 15, 16, and 17, and the Annexes III and VII.

Article 9

Amendments to this Agreement

Each Contracting Party may propose amendments to this Agreement. Such proposal shall be submitted to the President and added to the agenda for the next session of the Commission.

Article 10

Entry into Force

This Agreement shall enter into force immediately after its signature.

Article 11

Termination of the Agreement

1. The validity of this Agreement and the mandate of the organs established for its implementation expire at
2. At the termination of this Agreement the Contracting Parties may sign a permanent Agreement elaborated on during the period

Done onin the language.

For the Federation of Russia

For the Republic of Latvia

For the Republic of Belarus