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## **TREATY**

### **BETWEEN GOVERNMENT OF THE REPUBLIC OF MOLDOVA AND THE CABINET OF MINISTERS OF UKRAINE ON COOPERATION ON CONSERVATION AND SUSTAINABLE DEVELOPMENT OF THE DNIESTER RIVER BASIN**

The Government of the Republic of Moldova and the Cabinet of Ministers of Ukraine, hereinafter referred to as “Parties”,

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Recognizing the importance of the Dniester River and the natural resources associated with it for the social and economic development of the contracting parties;

Striving towards rational use and proper protection of water and other natural resources and ecosystems of the Dniester River basin;

Expressing concern over the condition of the water and other natural resources and ecosystems of the Dniester River basin and resulting economic, social and environmental impacts on the contracting parties;

Recognizing in this regard that the environmental problems of the Dniester River basin are caused, inter alia, by the change of hydrological regime, including the effects of water development projects;

Realizing the necessity of specific actions towards decreasing pollution levels in the Dniester River basin and improving the interconnected environmental condition of the Black Sea;

Considering natural environmental protection and conservation, and sustainable use of the natural resources of the Dniester River basin to be an integral part of the development process aimed at meeting the needs of the present and future generations on an equitable basis;

Taking into consideration the level of intergovernmental cooperation achieved by the states of Contracting Parties in this area;

Being guided by the principle of reasonable and equitable use of the transboundary watercourses;

Recognizing the necessity to follow the responsibilities ensuing from respective international treaties, particularly the Convention on the Protection and Use of Transboundary Watercourses and International Lakes (March 17, 1992) and its Protocols, the Convention on assessing the transboundary environmental impact of February 25, 1991, the Convention on Wetlands of International Importance Especially as Waterfowl Habitat (Ramsar, February 2, 1971) and taking into consideration provisions of the UN Convention on the Law of the Non-Navigational Uses of International Watercourses (May

21, 1997), as well as the Directive 2000/60/EC of European Parliament and Council on establishing a framework for the Community action in the field of water policy (October 23, 2000),

have agreed as follows:

## **I. General Provisions**

### **Article 1**

#### **Purpose of the Treaty**

1. The Purpose of this Treaty is to create a legal and institutional bases for cooperation towards rational and environmentally sound use and protection of the water and other natural resources and ecosystems of the Dniester River basin in the interests of the population and sustainable development of the states of Contracting Parties.
2. In particular, the Contracting Parties shall cooperate in the implementation of the following tasks:
  - a) development of sustainable water use based on the principles of reasonable use and protection of water and other natural resources and ecosystems of the Dniester River basin;
  - b) considerable decrease in the pollution levels of the Dniester River basin and the Black Sea, accordingly;
  - c) prevention of deterioration and rehabilitation of ecosystems, and also conservation of the biodiversity in the Dniester River basin;
  - d) prevention and mitigation of adverse water impacts, generated by natural and anthropogenic factors.

### **Article 2**

#### **Scope of the Treaty**

1. This Treaty shall apply to the Dniester River basin, including surface and associated ground waters within the borders of the states of Contracting Parties.
2. This Treaty shall apply to uses of the waters of the Dniester River basin for purposes other than navigation and to measures of protection, preservation and management of water and other natural resources and water ecosystems related to the Dniester River basin.
3. The uses of the Dniester River basin for navigation shall not be within the scope of the present Treaty except insofar as other uses affect navigation or are affected by navigation.

### **Article 3**

#### **Definitions**

For the purposes of this Treaty:

“Dniester River basin” means the part of the Dniester River hydrological basin located within the state borders of Contracting Parties;

“Dniester River hydrological basin” means the segment of Dniester River hydrological basin within the territories of the states of Contracting Parties;

“Biological water resources” mean the totality of water organisms (hydrobionts), the life of whom is constantly or on certain stages impossible without being in water;

“Best available techniques” (BAT) and “best environmental practice” (BEP) mean the environmental control techniques and measures as defined according to Annex IV to this Treaty;

“Emission” means any emptying, dumping, leaking or emitting of pollutants into water, air or soil;

“Emission controls” means controls requiring a specific emission limitation, for instance an emission limit value, such as establishing the emission limit values, or otherwise specifying limits or conditions on the effects, nature or other characteristics of an emission or operating conditions which affect emissions;

“Emission limit values” means the mass, expressed in terms of certain specific parameters, concentration or level of an emission, which may not be exceeded during any one or more periods of time;

“Environmental quality standard” means a value that specifies the concentration of a particular substance or group of substances in certain components of environment, such as water, sediment, or biota which should not be exceeded in order to protect human health and the natural environment;

“Transboundary impact” means any significant adverse effect caused by changed state of the Dniester River basin, generated by the human activity, the physical origin of which is situated wholly or in part within an area under the jurisdiction of a Contracting Party, on the environment within an area under the jurisdiction of a Contracting Party. These consequences for environment include the consequences for the human health and safety,, human health and safety flora, soil, air, waters, climate, landscape, ecosystems and historical monuments or other material objects and interaction of these factors; these also include the consequences for cultural heritage or social and economic conditions, due to the change of these factors;

“Emergency” means a situation that results from an industrial accident, natural or other disaster which causes, or poses an imminent threat of causing, loss of human life, human illness or injury, damage to human welfare, considerable financial loss or serious harm to the natural environment.

## **II. Principles and Areas of Cooperation**

### **Article 4**

#### **Principles of Cooperation**

1. The Contracting Parties shall cooperate on the basis of the universally recognized principles of international law.

2. The Contracting Parties shall undertake inter alia:
  - a) to utilize the water resources of the Dniester River basin within their respective territories in an equitable and reasonable manner with a view to attaining optimal and sustainable utilization and benefits consistent with adequate protection of the Dniester River basin waters;
  - b) to strive to ensure the right of the population for a favorable natural environment and access to good quality drinking water;
  - c) to apply the precautionary principle, according to which if there is a threat of serious or irreversible damage to the natural environment or human health, lack of full scientific certainty should not be used as a reason for postponing cost-effective measures to prevent such degradation;
  - d) to apply in their national legislation the polluter pays principle, by virtue of which costs of pollution prevention, control and reduction measures shall be borne by the polluter;
  - e) to protect, utilize and manage water and other natural resources and ecosystems based on the complex approach and in such a manner that the needs of the present generation might be met without compromising the ability of future generations to meet their own needs.
3. The Contracting Parties shall assume that no use of the Dniester River basin's water resources enjoys inherent priority over other uses. In the event of a conflict between uses it shall be resolved with reference to the whole complex of the geographic, hydrographic, hydrologic, climatic, environmental and demographic factors, and also the social and economic needs of the states of Contracting Parties, with special regard being given to the vital need of population and ecosystems for ample water supply.

## **Article 5**

### **Areas of Cooperation**

In order to achieve the purpose of this Treaty, the Contracting Parties shall:

- a) develop and implement joint and coordinated plans of the Dniester River basin management, projects and activities for utilization, protection and rehabilitation of the water and other natural resources and ecosystems of the Dniester River basin;
- b) cooperate in scientific research, development of guiding principles, standards and norms, methods of evaluation and classification of water quality and pollution sources, in the development and implementation of monitoring programs, creation of joint information systems, unified methods and inter-calibration of laboratory analysis methods;
- c) implement, where appropriate, joint water management and protection measures;
- d) cooperate in the development and implementation of best water-preservation and water-efficient production technologies, as well as in using the practice of pollution prevention and high-performance water purification installations;

- e) cooperate in protection and rehabilitation of the Dniester River basin's biological water resources, in conservation and restoration of biodiversity, ecosystems, landscapes and wildlife habitats;
- f) engage in regular exchange of hydrologic, hydrochemical, hydrobiologic, meteorological, environmental and sanitary-hygienic data and respective forecasts;
- g) interact in the field of early warnings and in providing assistance in emergency situations;
- h) provide to the public information on the condition of water and other natural resources and ecosystems of the Dniester River basin and measures taken or planned to prevent, control or reduce any transboundary impact, and also encourage public participation in solving issues within the scope of this Treaty;
- i) encourage cooperation in the use and protection of water and other natural resources and ecosystems of the Dniester River basin between government agencies and local authorities, institutions, businesses and nongovernmental organizations;
- j) coordinate efforts to involve international organizations and third countries in providing environmental, technical and economic assistance to fulfill the purpose of this Treaty.

## **Article 6**

### **Arrangements for Implementation of the Treaty's provisions**

1. For the implementation of this Treaty, the Contracting Parties shall adopt national and/or international Dniester River basin's management plans, action plans, schemes and programs targeted at achieving sustainable water use, control of water pollution, prevention of adverse water impacts, prevention and elimination of consequences of emergency situations, protection of biodiversity, as well as conservation and rational use of water biological resources.
2. Each Contracting Party in accordance with the national legislation and international obligations of its state shall provide assistance to the administrative units and territorial communities within the Dniester River basin in their implementation of measures provided for in the Dniester River basin management plan, as well as in the appropriate action plans, schemes and programs, stipulated in para.1 of this Article.
3. The provisions of this Treaty shall not affect the right of each Contracting Party to apply within its state territory more stringent measures than those set down in the Treaty.
4. In order to achieve the purpose of this Treaty, the Contracting Parties shall form the Commission on Sustainable Use and Protection of the Dniester River basin, hereinafter referred to as the "Commission".
5. Each Contracting Party shall designate a national agency, authorized to coordinate the implementation of the provisions of this Treaty within its state territory or jurisdiction and represent it in its relations with the other Contracting Party. The Contracting Parties

shall notify each other through diplomatic channels about the national bodies authorized to carry out the provisions of this Treaty.

### **Article 7** **Agreed Guidelines and Standards**

1. The Contracting Parties shall step-by-step develop and adopt, where appropriate, in cooperation with competent international organizations and bodies or on the basis of recognized international standards, agreed guidelines and, depending on the circumstances, standards and criteria for protection, use and management of the water and other natural resources and ecosystems of the Dniester River basin.
2. The Contracting Parties shall set and periodically review agreed environment quality standards of the Dniester River basin, as well as plans of measures aiming at preventing, mitigating or eliminating of water pollution, as appropriate.

### **Article 8** **Water Pollution Prevention and Control**

1. In order to achieve and maintain a good condition of the Dniester River basin's water resources and other natural resources and ecosystems and to prevent adverse transboundary impacts the Contracting Parties shall:
  - a) individually and, where appropriate, jointly, take measures to prevent, control or mitigate pollution of the Dniester basin's water resources;
  - b) refrain from any actions that might cause deterioration of the hydrologic and hydrochemical conditions, as well as hydrobiological situation of the Dniester River basin waters and related ecosystems; and
  - c) take measures to prevent or mitigate adverse water impacts, such as slow-rise floods, flash floods, ice conditions, siltation, erosion, and water-related diseases.
2. The Contracting Parties shall consult with a view to arriving at mutually agreeable measures and methods to prevent, control, reduce and eliminate pollution, such as:
  - a) setting water quality objectives and criteria;
  - b) establishing techniques and practices to address pollution from point and nonpoint sources;
  - c) establishing lists of substances the introduction of which into the waters of the Dniester River basin is to be prohibited, limited, investigated or monitored.
3. The Contracting Parties shall take measures with regard to activities and pollutants listed in Annex I to this Treaty by means of a step-by-step development, adoption and implementation of the following:
  - a) measures for control of discharges, inter alia, setting discharge' limit values, aquatic environment quality standards, setting out authorizing procedures for discharges and control methods based on the factors stipulated in Annex I to this Treaty; and
  - b) agreed plans for achieving the discharge limit values, control methods and measures.

4. The Contracting Parties shall utilize or facilitate the utilization and exchange of best available techniques and best environmental practice, including cleaner production, with regard to the social, economic, and technological conditions and criteria listed in Annex IV to this Treaty.
5. Point-source discharges shall require specific authorization and shall be regulated by the competent national authorities of the Contracting Parties with regard to the provisions of Annex III to this Treaty and respective decisions and recommendations of the Commission.
6. Control over pollution from diffuse sources, primarily from agricultural and forestry activities, shall be based on BEP taking into account the provisions of Annex II to the Treaty and the relevant decisions and recommendations of the Commission.

### **Article 9** **Distribution of Water Resources**

1. The distribution of the water resources of the Dniester River basin between the Contracting Parties, when necessary, shall be accomplished as agreed between the Contracting Parties within the Commission.
2. The Contracting Parties shall ensure observance of the schedule, terms and conditions of water distribution, with special priority being accorded to the ecological flow releases for needs of ecosystems. The volume and timing of such releases shall be agreed upon by the Contracting Parties within the framework of the Commission.

### **Article 10** **Water Flow Regulations**

1. The Contracting Parties shall cooperate in regulating water flow in the Dniester River basin and in carrying out activities aimed at substantial alteration, variation, or other flow controls of the Dniester River basin's waters that are transboundary in nature.
2. The Contracting Parties shall participate on a reciprocal basis in the construction and maintenance of facilities necessary to regulate the water flow, which they can agree to build.

### **Article 11** **Installations**

1. The Contracting Parties shall, within their respective segment of Dniester River basin ensure protection and maintenance in proper technical state the water development facilities, water protection and flood control structures and other facilities.
2. The Contracting Parties shall, at the request of any of them, enter into consultations with regard to:

- a) The safe operation and maintenance of installations and other facilities related to the Dniester River basin; and
- b) The protection of installations and other facilities from willful or negligent acts or the forces of nature.

## **Article 12**

### **Conservation and Use of Water Biological Resources**

1. The Contracting Parties shall develop, coordinate and implement measures for the inventory, rational use, conservation and restoration of water biological resources of the Dniester River basin in compliance with provisions of Annex V to this Treaty.
2. The Contracting Parties shall take all measures necessary to prevent the introduction of alien species in the Dniester River basin which may have effects detrimental to the ecosystem of the Dniester River basin.
3. The Contracting Parties shall take all measures necessary to eliminate artificial obstacles to natural migration of fish, to mitigate the adverse impact of household activity on water and wetland ecosystems.

## **Article 13**

### **Protected Areas**

1. The Contracting Parties shall establish individually and, where appropriate, jointly, a network of specially protected natural areas lying within the Dniester River basin, and also keep a register of such areas.
2. The Contracting Parties shall designate areas that comply with the criteria applicable to wetlands of international importance, keep a register of such areas and ensure their protection and sustainable use, inter alia, on the transboundary basis.
3. Each Contracting Party shall implement within its part of the Dniester River basin, inter alia, in the context of joint projects, specific measures to improve the condition of the catchment area, including:
  - a) expansion of the area and quality of the forest plantations and protected areas of various types;
  - b) implementation of erosion control measures;
  - c) establishment and enforcement of a utilization schedule for water protection areas and riverside zones;
  - d) conservation of natural landscapes and ecosystems.
4. The Contracting Parties shall take all necessary measures for the protection of migratory species of birds and mammals associated with the Dniester River, shall implement measures for the development and creation of elements of the pan-European ecological network in the Dniester River basin.

## **Article 14**

## **Protection and Preservation of the Marine Environment of the Black Sea**

The Contracting Parties shall, individually and, where appropriate, in cooperation with other states and competent international organizations and bodies, take all measures that are necessary to protect and preserve the marine environment of the Black Sea from pollution, taking into account generally accepted international rules and standards.

### **Article 15 Emergency Situations**

1. The Contracting Parties shall cooperate in prevention and elimination of harmful effects of emergencies, inter alia, through establishment of early warning systems and adoption of joint action programs.
2. In case of an emergency, or a threat thereof, which may entail transboundary impact, as well as under the risk of such impact, the Contracting Parties shall:
  - a) notify each other without delay;
  - b) cooperate, where appropriate, in its operational analysis and future development forecasting; and
  - c) on request of any interested Contracting Party provide all practicable assistance to prevent, mitigate and eliminate harmful effects of the emergency.

### **Article 16 Monitoring and Environmental Assessments**

1. For the purpose of obtaining regular information on the Dniester River basin conditions, the Contracting Parties shall agree upon and implement monitoring programs. The monitoring data shall be made freely available to the Contracting Parties, which shall exchange it according to the agreed procedure.
2. The Contracting Parties shall, at regular intervals, carry out individual and, where appropriate, joint assessments of the conditions of the basin's water resources and other natural resources and ecosystems, as well as the effectiveness of measures taken for the prevention, control and reduction of transboundary impact. The results of these assessments shall be made available to the public.
3. Each Contracting Party shall ensure, under conditions of reciprocity, prompt access for specially authorized persons to agreed joint water sampling stations.

### **Article 17 Assessment of Environmental Impact in a Transboundary Context**

1. Contracting Party shall ensure assessment of environmental impact in transboundary impact on the grounds and in the manner prescribed by the Convention on Environmental Impact Assessment in a Transboundary Context of 25 February 1991 (Espoo Convention).

2. Where appropriate, the Contracting Parties shall agree upon joint assessment of environmental impact.

**Article 18**  
**Regular Exchange of Data and Information**

1. The Contracting Parties shall, on a regular basis, exchange and provide to the Commission readily available data and information on the condition of the Dniester basin waters, in particular that of a hydrological, hydrochemical, meteorological, hydrogeological, ecological and sanitary-hygienic nature, as well as related forecasts.
2. If a Contracting Party is requested by the other Contracting Party to provide data or information that is not readily available, it shall employ its best efforts to comply with the request but may condition its compliance upon payment by the requesting Party of the reasonable costs of collecting and, where appropriate, processing such data or information.

**Article 19**  
**Scientific and Technical Cooperation**

The Contracting Parties shall cooperate, inter alia, in the development and implementation of joint scientific research programs and projects with involvement of specialists from both Contracting Parties and other experts, in exchange of experience and technologies, regular exchange of scientific and technical information and publications, information on laws and regulations, as well as other measures pertaining to the management of the water resources and other natural resources and ecosystems of the Dniester River basin.

**Article 20**  
**Transboundary Interregional Cooperation**

The Contracting Parties, subject to their state international obligations, shall promote cooperation between bordering administrative divisions within the Dniester River basin, inter alia, by means of creating transboundary organizations for such cooperation and establishing partnerships between them and other similar organizations in other transboundary river basins.

**Article 21**  
**Public Participation**

1. Each Contracting Party shall, in accordance with its national state legislation, ensure public access to information on the condition of the Dniester River basin and provide for public participation in decision making with regard to issues related to the protection and sustainable development of the Dniester basin, as well as to projects that may have a significant effect on the condition of the water and other natural resources and ecosystems. Such access includes public awareness and provision of information to the public on request.

2. Public participation in decision making with regard to issues related to the protection and sustainable development of the Dniester River basin shall involve, inter alia, adequate, timely and efficient sharing of information on planned activities with the interested public at the earliest stage of the decision making procedure, enabling the public to submit comments, information, analysis or opinions on the planned activities and ensuring proper responsiveness to public participation in the decision making process.
3. The Contracting Parties shall promote public participation in activities related to the execution of this Treaty, including the work of the Commission.

## **Article 22**

### **Liability and Indemnification**

1. The Contracting Parties shall bear international legal liability for conscientious performance of their obligations under this Treaty.
2. Each Contracting Party shall, in utilizing water and other natural resources and ecosystems of the Dniester River basin on the territory of its state, take all appropriate measures to prevent causing of significant damage to the state of another Contracting Party.
3. Where significant damage is caused to the state of a Contracting Party, the state of the Contracting Party which by its use causes the damage, in the absence of treaty on such use, shall take all appropriate measures, in consultation with the affected Contracting Party, as well as on the basis of agreed procedures for determining the damage and, where appropriate, to discuss the issue of compensation.

## **Article 23**

### **Non-discrimination**

1. Where persons, natural or juridical, of the state a Contracting Party have suffered or are under a serious threat of suffering significant transboundary harm as a result of activities related to utilizing water and other natural resources and ecosystems of the Dniester River basin in the territory of the state of another Contracting Party, the Contracting Parties shall not discriminate on the basis of nationality or residence or place where the injury occurred, in granting to such persons, in accordance with their state national legislation, access to judicial or other procedures, or a right to claim compensation or other relief for the damage caused by such activities carried on in its state territory.
2. Procedure and amount of compensation to natural or juridical persons for the damage caused by transboundary harm under paragraph 1 of this article, shall be defined in accordance with appropriate legislation of the states of Contracting Parties.

## **Article 24**

## **Financing**

The Contracting Parties, with regard to their economic possibilities, shall provide financial resources necessary for the development and implementation of plans, programs, and measures for the purposes of this Treaty. To achieve this, the Contracting Parties shall:

- a) allocate, in accordance with its possibilities, internal financial resources;
- b) strive to attract resources from bilateral and multilateral sources and financial vehicles, including grants and loans;
- c) use innovative methods and incentives for attracting and channeling resources, including those from funds, non-governmental and other organizations of the private sector.

## **Article 25**

### **Settlement of Disagreements and Disputes**

1. In the event of a disagreements or dispute arising from the use and protection of water and other natural resources and ecosystems of the Dniester River basin, any of the Contracting Parties may submit this difference or dispute to the Commission which shall study relevant facts and circumstances and seek a settlement. The Commission shall submit to the Contracting Parties its findings and recommendations.
2. If a dispute is not resolved at the Commission level or concerns the interpretation of the present Treaty, the Contracting Parties shall seek a solution by negotiation.

## **III. Organizational Mechanism**

### **Article 26**

#### **Commission**

1. The Commission referred to in Article 6 of the present Treaty shall be a body of intergovernmental cooperation of the Contracting Parties in the area of protection, sustainable use and development of the Dniester River basin.
2. The Commission shall be chaired by two co-chairpersons, nominated by the Contracting Parties and having equal powers. The Contracting Parties shall, within two months from the date of the entry into force of the present Treaty, notify each other through the diplomatic channels about the nomination of the Commission co-chairpersons and the composition of their respective national parts of the Commission.
3. The Commission shall be composed of representatives of relevant central executive authorities of the Contracting Parties. Representatives of regional authorities, scientific institutions and organizations, as well as relevant non-governmental organizations may be included in the Commission.
4. The representatives of the Contracting Parties authorized for the enforcement of the Agreement between the Government of the Republic of Moldova and the Government of Ukraine on the joint use and protection of boundary waters on 23 November 1994

are, by their positions, the first deputy co-chairpersons of the Commission and in the absence of the latter perform their functions.

5. The Commission shall be assisted in its functions by the standing Secretariat, composed of citizens from both Contracting Parties. The structure, functions and procedures of the Secretariat shall be determined by the Commission.
6. The Commission shall establish working bodies and enlist the services of experts.
7. The Commission shall determine the rules of procedure that regulate its operation.
8. The Commission shall meet not less than once per year. The first meeting of the Commission shall be held within six months after the Contracting Parties notify each other about the nomination of the co-chairpersons. In case of necessity, an extraordinary meeting shall be held on request of any Contracting Party in the location determined by the co-chairpersons.
9. Meetings of the Commission, its working bodies and experts shall be held in rotation within the state territory of each Contracting Party. The co-chairperson representing the state hosting Party shall preside over the meeting.
10. The organizational expenses for meetings of the Commission or its working bodies shall be borne by the hosting Contracting Party. Expenses related to the participation of representatives of each Contracting Party in meetings of the Commission or its working bodies shall be borne by the respective Contracting Party.
11. The working language of the Commission shall be Russian.
12. Decisions of the Commission and its working bodies shall be made on the basis of consensus.
13. The Commission shall, within its terms of reference, adopt decisions that shall be binding on the Contracting Parties and recommendations that shall be considered with utmost attention by the respective agencies of the Contracting Parties in making decisions on issues within the scope of the present Treaty.
14. The Contracting Parties shall notify the Commission through authorized agencies about the measures taken in execution of its decisions, and about any activities that have or may have an effect on the condition of the water and other natural resources and ecosystems of the Dniester River basin.

## **Article 27**

### **The Commission's competence**

In order to achieve the purpose of this Treaty, the Commission shall:

- a) review the effectiveness of measures taken on the national and interstate level and the expediency of additional measures, including the development of recommendations and regulations;
- b) organize the development of joint and/or agreed management plans for the Dniester River basin, action plans, schemes, programs and projects for the use, restoration and

- protection of water and other natural resources and ecosystems of the Dniester River basin, including raising funds needed to implement planned activities;
- c) establish the principles for the distribution of water resources of the Dniester River basin between the Contracting Parties;
  - d) promote scientific and technical cooperation and exchange of information and experience between the Contracting Parties;
  - e) take part in developing the plans, projects, and programs of scientific research;
  - f) develop coordinated or joint programs to monitor the condition of water and other natural resources and ecosystems of the Dniester River basin, including the use of coordinated techniques, measurement systems, data processing and evaluation procedures;
  - g) organize the development of environmental quality standards, make suggestions concerning measures aimed at maintaining or improving current water quality, including plans for the reduction of anthropogenic load;
  - h) ensure the exchange of information on existing and planned use of water and related installations that are likely to cause transboundary impact;
  - i) contribute to creation and support of database containing hydrological, hydrochemical, hydrobiological, meteorological, ecological and sanitary-hygienic information, and determine the conditions of access to it;
  - j) develop proposals on improving laws of the Contracting Parties on issues under the Treaty;
  - k) organize an exchange of current and live information on the condition of water and other natural resources and ecosystems of the Dniester River basin using compatible information systems and prepare reports on situation of the Dniester River basin;
  - l) develop suggestions on joint emergency procedures;
  - m) inform the public about the condition of water and other natural resources and ecosystems of the Dniester River basin, and also about activities aimed at achieving the objectives of this Treaty, including by posting on its web site reports on its activities and on the ecological state of the Dniester River;
  - n) participate in the evaluation of the environmental impact on transboundary waters, in accordance with relevant international standards;
  - o) promote consultations concerning planned measures and projects;
  - p) contribute to settlement of disputes related to the use and protection of water and other natural resources and ecosystems of the Dniester River basin;
  - q) cooperate with international river basin commissions and other international and national institutions and bodies on the issues of rational use and protection of water and other natural resources and ecosystems, including the involvement of these organizations and bodies for rendering services with respect to any matters related to attaining the objectives of the present Treaty;
  - r) determine the procedures and conditions of participation in the work of the Commission in the capacity of observers for representatives of other interested states, international and non-governmental organizations;

- s) consider other issues related to the protection and rational use of water and other natural resources and ecosystems of the Dniester River basin.

#### **IV. Final Clauses**

##### **Article 28 Amendments and Alterations**

Amendments and alterations to the Treaty shall be adopted by the Contracting Parties and shall enter into force as provided for in Art. 31 para. 1 of this Treaty.

##### **Article 29 Annexes**

1. Annexes I-IV to this Treaty shall constitute an integral part thereof.
2. The Contracting Parties may also develop such additional annexes as they may deem appropriate. Any additional annexes or amendments to the existing annexes to this Treaty shall be adopted by the decision of the Commission and shall enter into force in accordance with paragraph 1 of Article 31 of this Treaty.
3. Regulations to the Agreement between the Government of the Republic of Moldova and the Government of Ukraine on the joint use and protection of boundary waters of November 23, 1994 shall apply mutatis mutandis to this Treaty.

##### **Article 30 Obligations under other Treaties**

1. The present Treaty shall not affect the rights and obligations of the Contracting Parties under prior international treaties concluded by them.
2. In the event of contradictions between provisions of the present Treaty and the Treaty and Agreement between the Government of the Republic of Moldova and the Government of Ukraine on Joint Management and Protection of the Boundary Waters of November 23, 1994, provisions of the present Treaty shall prevail.

##### **Article 31 Operation of the Treaty**

1. This Treaty shall enter into force on the date of the last written notification that the Contracting Parties fulfilled of the internal procedures necessary for its entry into force, and is valid for five years.
2. The validity of this Treaty shall be automatically extended for each following five-year period, unless one of the Contracting Parties informs the other Contracting Party by at least twelve months before termination of the relevant five-year period of its intention to terminate its validity.

3. Termination of the present Treaty shall not affect the execution of commitments and measures commenced within the validity period of this Treaty.

Done on November 29, 2012 in Rome in two copies, each in the state languages of the Contracting Parties and in Russian language, and all texts being equally authentic. In case of disagreement as to the interpretation and application of this Treaty, the Russian text shall be taken as basic.

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For the Government of the Republic of  
Moldova

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For the Cabinet of Ministers of Ukraine

## **Annex I**

### **REGULATED ACTIVITIES AND POLLUTANTS**

This Annex lists the types of activities and pollutants which shall be taken into account by the Contracting Parties when developing the Dniester River basin management plans, programs and activities for pollution reduction, control and elimination as mentioned in Article 6 of the present Treaty.

Such plans, programs and measures shall aim to encompass the types of activities listed in section A and the pollutant categories listed in section B selected on the basis of the properties listed in section C of the present Annex.

The priority of measures shall be established by the Contracting Parties by means of evaluating the significance of the effect on human health, aquatic and riverside ecosystems and resources, the condition of ecosystems, and the social and economic factors, including cultural values.

#### **A. Types of activities**

The following types of activities (not listed in priority order) shall be reviewed first in defining priorities for the preparation of plans, programs and measures for reduction, control and elimination of pollution from surface sources:

1. water industry and land improvement;
2. crop production;
3. livestock farming;
4. aquaculture;
5. cement production;
6. sewage sludge disposal;
7. dredging and dock operations;
8. electronics industry;
9. hydroelectric and thermoelectric power production;
10. fertilizer industry;
11. food industry;
12. forestry;
13. metallurgical industry;
14. mining operations;
15. other organic and inorganic chemical industries;
16. paper and pulp industry;
17. oil refining;
18. oil products pipelines;
19. pharmaceutical industry;
20. development and production of biocides;
21. waste recycling;
22. shipbuilding and ship repair;

- 23.leather goods industry;
- 24.textile industry;
- 25.tourism;
- 26.transportation;
- 27.management of domestic solid waste collection and disposal;
- 28.incineration of wastes and elimination of resulting combustion products;
- 29.sewage treatment and disposal;
- 30.activities leading to physical changes in the natural condition of the riverside or to habitat destruction.

## **B. Pollutant categories**

In the preparation of action plans, programs, and activities, the Contracting Parties shall be guided by the following categories of pollutants defined on the basis of their dangerous or otherwise harmful properties:

1. organohalogen compounds and substances which may form such compounds in the aquatic environment, with special attention being paid to aldrin, chlordane, DDT, dieldrin, dioxins and furans, endrin, heptachlor, hexachlorobenzene, mirex, polychlorinated biphenyls, toxaphene, as well as trihalomethanes, chloroform, dibromochlormethane and dichlorobrommethane;
2. organophosphorous compounds and substances which may form such compounds in an aquatic or riverside environment;
3. organotin compounds and substances which may form such compounds in an aquatic or riverside environment;
4. polycyclic aromatic hydrocarbons;
5. heavy metals and their compounds;
6. scavenge oils;
7. radioactive materials;
8. biocides and their derivatives;
9. pathogenic microorganisms, general coliforms, thermostable intestinal bacteria, coliphages and parasitological parameters;
- 10.substances which have adverse effects on the endocrine system;
- 11.crude oils and oil-based hydrocarbons;
- 12.cyanides and fluorides;
- 13.non-biodegradable detergents and other non-biodegradable surface-active agents;
- 14.compounds of nitrogen and phosphorus, and other substances which may cause eutrophication;
- 15.debris (any persistent manufactured or processed solid materials that are discarded, disposed, or abandoned into an aquatic or riverside environment);
- 16.thermal water discharges;
- 17.acidic or alkaline compounds which may degrade water quality;
- 18.non-toxic substances which have an adverse impact on the oxygen balance in the aquatic environment;
- 19.non-toxic substances which may impede any lawful use of the aquatic environment;

20. non-toxic substances which may have an adverse impact on the physical or chemical properties of water.

### **C. Pollutant properties**

In the preparation of action plans, programs, and activities, the Contracting Parties shall take into account, where appropriate, the following properties and factors:

1. persistence;
2. toxicity or other harmful properties (e.g. carcinogenicity, mutagenicity, or teratogenicity);
3. bioaccumulation;
4. radioactivity;
5. ratio of lowest-observed-effect concentration to no-observed-effect concentration (NOEC);
6. potential to cause eutrophication;
7. impact on health and risk for the public health;
8. transboundary significance;
9. risk of undesirable changes in aquatic ecosystems and irreversibility or durability of effects;
10. adverse impact on aquatic wildlife and sustainable use of biological resources;
11. influence on the flavour of fish products meant for human consumption;
12. objectionable odour, discoloration, turbidity, and impact on other characteristics of water; and also
13. spread pattern (i.e. amount, manner of application and probability of reaching the aquatic environment).

## **Annex II**

### **DIFFUSE POLLUTION SOURCES RESULTING FROM AGRICULTURAL AND FORESTRY OPERATIONS**

#### **A. Definitions**

For the purposes of the present Annex:

1. "Diffuse pollution sources resulting from agricultural operations" are dispersed pollution sources related to crop and livestock farming, with the exception of intensive livestock farming operations, which, on the contrary, are point pollution sources.
2. "Diffuse pollution sources resulting from forestry operations" are dispersed pollution sources related to forestry.
3. "Best management practices" are achievable and economically feasible structural and non-structural measures developed for the purpose of prevention, reduction, or control of pollutant flows.

#### **B. Plans for prevention, reduction, and control of diffuse pollution resulting from agricultural and forestry operations**

Each Contracting Party shall, within three years after the present Treaty enters into force, develop policy principles and guidelines, and shall create legal and economic mechanisms for prevention, control and reduction of diffuse point source water pollution in the Dniester River basin resulting from agricultural and forestry operations. These policy principles, guidelines and mechanisms shall include, inter alia, diffuse pollution sources containing biogenic elements (nitrogen, phosphorus), pesticides, sedimentary deposits, and pathogens.

The plans shall, inter alia, contain the following components:

1. Evaluation and analysis of diffuse pollution sources resulting from agricultural and forestry operations which may have an adverse effect on the condition of Dniester River basin waters, including:
  - a) evaluation of stress levels which may have an adverse effect on the water environment of the Dniester River basin;
  - b) identification of collateral environmental impact and potential risks for human health;
  - c) evaluation of the existing administrative system used for management of diffuse pollution sources resulting from agricultural and forestry operations;
  - d) evaluation of available best management practices and their effectiveness;
  - e) implementation of monitoring programs.
2. Political, legislative and economic measures, including:
  - a) evaluation and analysis of the adequacy of guidelines, strategies and legal mechanisms used for the management of diffuse pollution sources resulting

from agricultural and forestry operations, and for development of implementation plans to effect changes required to achieve best management practices; and also

- b) development and promotion of economic and noneconomic stimulation programs to widen the application of best management practices for prevention, control and reduction of diffuse source pollution of the Dniester River waters resulting from agricultural and forestry operations.

### **C. Reporting**

The Contracting Parties shall prepare and exchange reports on their plans for prevention, reduction, and control of diffuse source pollution resulting from agricultural and forestry operations.

## **Annex III**

### **PERMITS FOR DISCHARGES**

With a view to the issue of an authorization for the discharge of wastes containing restricted substances referred to in Annex I to the present Treaty, the Contracting Parties shall take particular account, as the case may be, of the following factors:

#### **A. Characteristics and composition of discharges**

1. Type and size of a point or diffuse source, e.g. industrial process;
2. Type of waste, e.g. origin, average composition;
3. Form of waste (e.g. solid, liquid or slurry);
4. Total amount (volume discharged, e.g. per year);
5. Discharge pattern (continuous, intermittent, seasonably variable, etc.);
6. Concentrations with respect to constituents listed in Annex I and other substances, where appropriate;
7. Physical, chemical and biochemical properties of waste waters.

#### **B. Characteristics of discharge components from the hazardous point of view**

1. Persistence (physical, chemical and biological) in the aquatic environment and riverside;
2. Toxicity and other harmful effects;
3. Accumulation in biological materials or sediments;
4. Biochemical transformation producing harmful compounds;
5. Adverse effects on the oxygen content and balance;
6. Susceptibility to physical, chemical and biochemical changes and interaction in the aquatic environment with other water constituents which may produce harmful biological or other effects on any of the uses listed in section F below;
7. All other characteristics as listed in section C of Annex I.

#### **C. Characteristics of discharge site and receiving environment**

1. Hydrographic, meteorological, hydrological and topographic characteristics of the watercourse and the riverside area;
2. Location and type of source (outfall, canal outlet, etc.) and its relation to other areas (such as recreational areas, spawning, nursery, and fishing areas, shellfish grounds) and other discharges;
3. Degree of initial dilution achieved at the point of discharge into the receiving environment;
4. Dispersion characteristics such as effect of currents, tides and wind on horizontal transport and vertical mixing;
5. Characteristics of the receiving aquatic environment with respect to physical, chemical, biological and ecological conditions in the discharge area;

6. Capacity of the receiving aquatic environment to receive waste discharges without undesirable effects.

**D. Characteristics of activity types or source**

1. Characteristics of existing technologies and management methods, including those specific to the location;
2. Site age, where appropriate; and also
3. Existing economic, social and cultural factors.

**E. Alternative production technologies, waste treatment processes or management methods**

1. Recycling, recovery and re-use;
2. Substitution of raw materials with less hazardous or non-hazardous alternatives;
3. Substitution with environmentally benign activities or products;
4. Low-waste and environmentally friendly technologies and processes; and also
5. Alternative disposal methods, e.g. on-land disposal.

**F. Potential damage to water ecosystems and water uses**

1. Effects on human health through pollution impact on:
  - a) drinking water supply;
  - b) edible aquatic organisms;
  - c) bathing waters;
  - d) aesthetic value.
2. Effects on water and riparian ecosystems, inter alia, on endangered biological water resources and critical habitats.
3. Effects on other lawful use of water resources.

## **Annex 4**

### **BEST AVAILABLE TECHNIQUES AND BEST ENVIRONMENTAL PRACTICE**

In accordance with the respective provisions of the present Treaty, the Contracting Parties shall employ Best Available Techniques (BAT) and Best Environmental Practice (BEP) or promote implementation thereof.

#### **A. Best available techniques**

1. The term “best available techniques” means the latest stage of development (state of the art) of processes, of facilities or of methods of operation which indicate the practical suitability of a particular measure for limiting discharges, emissions and waste. “Techniques” include both the technology used and the way in which the installation is designed, built, maintained, operated and dismantled.
2. The use of best available techniques shall emphasize the use of non-waste technology, if available.
3. In determining whether a set of processes, facilities and methods of operation constitute best available techniques in general or individual cases, special consideration shall be given to:
  - a) comparable processes, facilities or methods of operation which have recently been successfully tried out;
  - b) technological advances and changes in scientific knowledge and understanding;
  - c) the economic feasibility of such techniques;
  - d) time limits for installation in both new and existing plants;
  - e) the nature and volume of the discharges and emissions concerned; and also
  - f) safety principle.
4. What is “best available techniques” for a particular process will change with time in the light of technological advances, economic and social factors, as well as changes in scientific knowledge and understanding.
5. If the reduction of discharges and emissions resulting from the use of best available techniques does not lead to environmentally acceptable results, additional measures have to be applied.

#### **B. Best environmental practice**

1. The term “best environmental practice” means the application of the most appropriate combination of environmental control measures and strategies.
2. In making a selection for individual cases, at least the following graduated range of measures should be considered:
  - a) the provision of information and education to the public and to users about the environmental consequences of choice of particular activities and choice of products, their use and ultimate disposal;

- b) the development and application of codes of good environment practice which cover all aspects of the activity in the product's life cycle;
  - c) the mandatory application of labels informing users of environmental risks related to a product, its use and ultimate disposal;
  - d) saving resources, including energy;
  - e) making collection and disposal systems available to the public;
  - f) avoiding the use of hazardous substances or products and the accumulation of hazardous waste;
  - g) recycling, recovery and re-use;
  - h) the application of economic instruments to activities, products or groups of products;
  - i) establishing a system of licensing, involving a range of restrictions or a ban.
3. In determining what combination of measures constitutes best environmental practice, in general or individual cases, particular consideration should be given to:
- a) the environmental hazard of the product and its production, use and ultimate disposal;
  - b) the substitution by less polluting activities or substances;
  - c) the scale of use;
  - d) the potential environmental benefit or penalty of substitute materials or activities;
  - e) advances and changes in scientific knowledge and understanding;
  - f) time limits for implementation;
  - g) social and economic implications; and also
  - h) principle of undertaking safety measures.
4. It follows that “best environmental practice” for a particular source will change with time in the light of technological advances, economic and social factors, as well as changes in scientific knowledge and understanding.
5. If the reduction of inputs resulting from the use of best environmental practice does not lead to environmentally acceptable results, additional measures have to be applied and best environmental practice redefined.

## ANNEX V

### PROTECTION OF BIOLOGICAL WATER RESOURCES AND REGULATION OF FISHERIES OF THE DNIESTER RIVER BASIN

#### **A. Directions of Cooperation**

The main directions of cooperation of the Contracting Parties:

1. management and sustainable use of biological water resources in the Dniester River basin;
2. preservation and improvement of habitats for aquatic biological resources and minimization of the negative factors affecting the aquatic ecosystems;
3. regulation of fishing;
4. development of aquaculture;
5. scientific cooperation in the protection, management and restoration of biological water resources.

#### **B. The competent authorities of the Contracting Parties**

Contracting Parties shall designate the authorities responsible for implementing the provisions of this Annex and inform each other about this within one month.

#### **C. Forms of cooperation in the protection of aquatic biological resources and fisheries management in the Dniester River basin**

1. establishment of the Joint Working Group;
2. development and implementation of cooperation programs;
3. exchange of information on legislation;
4. exchange of information on anti-poaching activities, the use of prohibited fishing gear and methods;
5. sharing of intelligence in the event of emergency situations of technogenic and natural character;
6. exchange of data on monitoring biological aquatic resources;
7. exchange of data on ichthyological observations;
8. exchange of scientific and methodological information;
9. organization and holding of joint seminars and scientific events;
10. exchange of working experience in the field of state control over fishing by means of internships of state inspectors of border territorial departments of fisheries in the border areas;

11. exchange of information on the implementation of fish-breeding and ameliorative measures.

#### **D. Joint Working Group**

1. The Joint Working Group shall:

- a) consider the issues regulated by this Annex;
- b) propose measures for the protection of aquatic biological resources and fisheries management in the Dniester River basin;
- c) provide recommendations on stocking of fish and acclimatization;
- d) analyze the results of researches following the agreed programs, including research fishing in order to assess the state of biological water resources and to ensure control of their natural reproduction;
- e) submit for the consideration of the Contracting Parties a list of fish species and other aquatic biological resources, the production volumes of which should to be agreed between the Contracting Parties;
- f) recommend, if necessary, the change of the start time and duration of the ban on fishing;
- g) prepare proposals for the implementation of fish-breeding and ameliorative measures for the restoration, maintenance and protection of natural spawning grounds, including the clearing of floodplain lakes and streams, removal of dams on flood plains, unused for agricultural floodplains, and artificial reproduction of valuable fish species (particularly sturgeons);
- h) make proposals to ensure optimal for aquatic resources regime of environmental releases from reservoirs of Dniester River basin;
- i) perform other functions assigned to it by the Commission.

2. The joint working group meets at least once a year, and additionally in cases where the Contracting Parties, by mutual treaty, consider it necessary. Meeting of the joint working group, usually, shall be held alternately on the state territory of each Contracting Party.

3. Operation of the Joint Working Group shall be established in coordination with the Commission.

4. Each Contracting Party shall bear the costs of participation of its representatives in the meetings of the joint working group, unless they agree otherwise.

#### **E. Particularities of fishery management in the Dniester River basin**

1. Fishing in the Dniester River basin shall be carried out in accordance with the requirements of this Annex.

2. Given the specificity of the formation and exploitation of fish stocks in various isolated by waterworks areas of the Dniester River, the Contracting Parties may develop

and implement particular fishing Regulations, that are not inconsistent with the requirements of this Annex, for the following sections of the river within its jurisdiction:

- Upper Dniester - from its origins to the dams of Dniester HPP and HPP-2;
- Middle Dniester - from the dam of HPP-2 to the dam of Dubasari HPP;
- Lower Dniester - from the downstream of Dubasari HPP to the mouth of the Dniester firth.

#### **F. Date and place prohibited for fishing**

1. Fishing is prohibited (except for specialized herring fishing) and other aquatic biological resources in the waters of the Dniester River basin annually for a period of not less than 60 consecutive days during the period from April 1 to July 15.
2. Starting date of spawning ban and its duration for certain segments of the Dniester River shall be established by appropriate provisions of national legislation of the Contracting Parties' states and, where appropriate, are agreed by them. On the Dniester firth the period of prohibition may be extended to July 31.
3. Specialized herring fishing shall be permitted from April 1 to June 5. During the mass spawning of herring, the gradual ban on fishing shall be established in areas:
  - from the mouth of the Dniester firth to Palanca village (28 km mark) and through Turunciuc course to the border of Odessa region - at least 5 days;
  - from Palanca village (28 km mark) to the dam of Dubasari HPP and through the course of Turunciuc from the border of Odessa region to the village Ciobruciu - at least 10 days.
4. Permanent and temporary restricted areas for fishing and other aquatic biological resources, including those within the territories and objects of natural reserve fund, established by the relevant requirements of the national legislation of the Contracting Parties.
5. The Contracting Parties shall, on the recommendation of the Joint Working Group, based on the results of scientific research can change the prohibited periods, as well as the places that are prohibited for fishing in the waters of the Dniester River, subject to this Annex.

#### **G. Protection of fish resources**

1. The Contracting Parties, on the recommendation of the Joint Working Group, may establish permanent and temporary zones with a special protection regime marked with distinguishing marks.
2. Permanent and temporary ban zones with particular fishery protection regime can be established for the protection of:
  - a) spawning areas, producers of fish, caviar and young fish in areas of development and feeding;

b) species diversity of fish and other aquatic biological resources on the most valuable parts of aquatic ecosystems;

c) wintering areas, permanent and temporary accumulation of fish and other aquatic biological resources.

3. In the basin of the Dniester River basin it is prohibited or restricted the activity preventing the migration, breeding, slope of juveniles, wintering and threatening the existence of populations of fish and other aquatic biological resources, except where such activities are carried out to prevent emergency situations of natural and man-made disasters and their consequences.

4. In order to protect fish and other aquatic biological resources, it is prohibited:

a) to displace, damage or destroy the signs marking the border areas with special protection regime;

b) to harvest reed, cane, bulrush and other aquatic plants without the consent of the competent state authorities of the Contracting Parties;

c) to bar by any facilities and gear the channel, shallow channel, delta, courses, channels connecting the rivers and canals with float system, floodplain lakes, swamps and flooded floodplain water body if this would impede the free migration of fish;

d) to fish migrating fish in spawning in the floodplain water bodies (and from them);

e) to deliberately change the water production, if it threatens the loss of fish and other aquatic biological resources;

f) to destroy or deteriorate the hydraulic structures (dams, bridges channels) (except in the exercise of measures to restore natural spawning) and vegetated slopes and beaches along the water, as well as to violate the economic activities in water protection areas;

g) to extract from the Dniester River sand and gravel without the consent of the competent authorities of the Contracting Parties;

h) to dredge and other kinds of construction, reparation and maintenance works in water bodies, affecting the integrity of existing ecosystems, without the consent of the competent authorities of the Contracting Parties.

## **H. Activities for reproduction of water biological resources**

1. The Contracting Parties shall, on the recommendations of the Joint Working Group, implement programs to help restore valuable or threatened species of fish and other aquatic biological resources.

2. If necessary, the Contracting Parties may take measures to implement the joint restrictions on fishing of certain species of fish and to increase commercial stocks of valuable fish species through artificial reproduction.

## **I. Sport fishing and recreational fishing**

Sport fishing and recreational fishing and obtain other aquatic biological resources in accordance with the national legislation of the Contracting Parties.

## **J. Prohibited fishing gear and methods**

1. Prohibited fishing gear and methods:

a) it is prohibited to fish and obtain other aquatic biological resources:

- with the use of explosives and toxic substances, electric current, sharp objects, firearms and airguns (except spear gun for underwater hunting in designated areas for spearfishing), non-industrial fishing gear made of net-tackle materials (net-traps), by harpooning and rut;
- by the construction of dams, traps, guard, except when required by the relevant requirements of the national legislation of the Contracting Parties;

b) when fishing and obtaining other aquatic biological resources it is prohibited to use the nets of filaments (fishing line), except those intended for commercial fishing, as well as fishing gears with a mesh size below the size required to meet national legislation of the Contracting Parties;

c) it is prohibited to lease gear and other facilities for catching fish and other aquatic biological resources more than 2/3 of the width of the river channel, stream, shallow channel, delta, as well as setting of nets from opposite coasts "in the lock";

d) it is prohibited to install shutter fishing gear in a checkerboard pattern;

e) it is prohibited to use fishing gears made of netting and other materials of all types and names without permits;

2. The national legislation of the Contracting Parties' states may also provide for other restrictions and prohibitions on the tools and methods of fishing.

## **K. The minimum trade size and allowable mesh size**

1. The minimum size of fish and other aquatic biological resources (cm), allowed for catching in the Dniester River basin:

asp	- 30
roach	- 18
crucian carp	- 15
chub	- 24
zope	- 18
grass carp	- 40
common carp	- 25
tench	- 20
vimba	- 22

bighead	- 30
bleam	- 30
Danube shad	- 11
sabrefish	- 24
nase	- 25
Black sea shad-	17
silver carp	- 30
wels catfish	- 60
zander	- 38
pike	- 32
crayfish	- 10
gobies	- 9

Fish and other aquatic biological resources, smaller than the minimum size mentioned above, should be released in the water in a living form.

Commercial fish size is determined by measuring the distance from the snout to the base of the caudal fin, the commercial size of crawfish – by the distance from the middle of the eye to the tail end of the plate.

2. If the relevant requirements of the national legislation of the Contracting Parties' states provide for more stringent requirements on the minimum size of fish and other aquatic biological resources than those specified in paragraph 1, the requirements of national legislation shall apply.

3. It is prohibited to fish for commercial and recreational purpose the sturgeon and other fish species included in the Red Data Books of the Republic of Moldova and Ukraine, as well as species of aquatic biological resources, which have special conservation status on the territory of the Contracting Parties. The caught fishes of these species should be released into the water alive or dormant. In the case of fishing or destruction of these fish species, the perpetrators (natural and legal) shall be held liable in accordance with the national legislation of the Contracting Parties.

4. It is prohibited to sale, process and store the fish and other aquatic biological resources, whose commercial size is less than specified in paragraph 1.

5. The maximum allowable size of the game-fish in the fisheries and allowable mesh size in fishing gear in the fishery is defined by the relevant requirements of the national legislation of the Contracting Parties.

#### **L. Fishing in the control and research purposes**

Fishing and catching other aquatic biological resources in the control and research purposes can be carried out at any time of the year, including the period of the ban, in any

place, in any way and gear, both day and night time, in accordance with permits issued by the competent authorities of the Contracting Parties.