

**AGREEMENT
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MOLDOVA
AND
THE GOVERNMENT OF UKRAINE
ON THE JOINT MANAGEMENT AND PROTECTION
OF THE CROSS-BORDER WATERS**

The Government of the Republic of Moldova and the Government of Ukraine, hereinafter referred to as “the Contracting Parties”, willing to:

Ensure the conservation and improvement of ecological and sanitary state of water bodies and water management systems;

Define the principles for managing shared cross-border water bodies in the Republic of Moldova and Ukraine;

Establish the management regime for these water bodies,

Have decided to sign this Agreement and, to this end, appoint the following persons as their Plenipotentiaries:

from the Republic of Moldova — Vasile Grek, Chairman, State Water Management Concern “Aqua”,
from Ukraine — Victor M. Khorev, Head, State Committee of Ukraine on Water Management,

which, following the exchange of their respective Letters of Credence, accepted as duly drawn up and done, have agreed as follows:

Article 1

This Agreement applies to cross-border waters, which include:

- Those sections of rivers and other surface watercourses, which mark or are located on the State Border between the Contracting Parties;
- Any surface and ground waters, which cross the State Border.

Article 2

Pursuant to this Agreement, either Contracting Party shall not take, without prior consent, any actions in the field of water management (the ‘water management actions’ hereafter), which may cause change in the conditions of waters within an area under the jurisdiction of another Contracting Party, including any change in the location of a water body, water depths, water levels, water quantity and quality, that may result in any loss or damage to water bodies, fisheries, land, structures or any other assets; or that may lead to an abrupt alteration of water regime, modification of main waterway, difficulties in using a shared waterway by water transport, and any other infringements of shared interests with similar consequences. This provision is equally relevant to the measures on protection of water bodies against pollution and water quality control, which should be understood as those that are aiming to prevent, reduce and control the inputs, both direct and indirect, of solid, liquid and gaseous substances, radionuclides or energy, that may deteriorate the composition or quality of cross-border waters relative to the parameters approved by the Contracting Parties.

Article 3

To this end, the competent authorities of each Contracting Party shall:

- Ensure that all hydroengineering, water protection and flood control facilities associated with the cross-border water systems are maintained in proper technical condition;
- Agree on the operation regime for these hydroengineering facilities and planned water protection and management actions, and work together to address financial issues associated with the priority actions;
- Inform each other about the implementation of water protection and management actions that are perceived to have effect on composition and properties of cross-border waters, notify each other about accidents and emergency situations, and hold joint consultations on these issues;
- Ensure that the hydrometeorological observations in the cross-border sections are carried out in a systematic manner;
- Jointly develop plans for integrated management and protection of water resources or water balances that take account of actual quality of cross-border waters;
- If and where necessary, take joint actions to manage and protect water resources;
- Cooperate in developing methods and techniques designed to prevent water pollution and adverse impacts on water resources, and ensure their sustainable management;
- Take measures required to maintain the appropriate water levels in water bodies in order to ensure the optimal regime for drinking water supplies, fisheries and ecosystem's biodiversity conservation purposes;
- Assess the state of biological resources, establish the agreed upon management regime and harvesting limits for stocks available in water bodies within an area under the jurisdiction of Contracting Parties.

Article 4

The distribution of water resources available in the cross-border water bodies shall be governed by the integrated water resource management and protection schemes, operation rules and water balances approved by the Contracting Parties for the cross-border catchments, or by the Convention.

The competent authorities of each Contracting Party shall ensure that the agreed upon principles of water resource distribution are adhered to and account is taken of the ecological flow requirement.

The volume and timing of ecological flow releases shall be agreed upon by the Contracting Parties.

Article 5

If damage or loss is incurred within an area under the jurisdiction of either Contracting Party as a result of any activities undertaken by another Contracting Party, the latter Party shall be liable to compensate the affected Party for any such loss or damage.

The Contracting Parties may agree upon the method of compensating an affected Party for any loss or damage caused by the aforementioned activities by arranging to grant certain preferences to the affected Party with respect to the use of any other cross-border water system or otherwise.

In each case, the evaluation of damage is undertaken by a joint expert group, to be approved by the Plenipotentiaries of the Contracting Parties.

Article 6

The competent authorities of the Contracting Parties define the principles of cooperation with respect to the regular exchange of information, hydrological and water quality forecasts for cross-border water systems; and specify the scope and programme of measurements and observations, relevant measurement techniques and data processing methods, locations and timeframes for these activities.

To facilitate the assessment of water quality and monitoring of pollution levels on the basis of the agreed upon list of parameters and monitoring programme, each Contracting Party shall organize and undertake monitoring in the jointly identified monitoring locations within the cross-border sections.

The Contracting Parties shall jointly identify the list of locations and water quality parameters, for which the organization of monitoring is deemed feasible. The lists of specified monitoring locations and water quality parameters may be updated and amended by the Contracting Parties.

Within three months following the entry into force of the present Agreement, the Contracting Parties shall develop and agree upon the common monitoring programme, unified analytical techniques and methods for the assessment of actual water quality and trends in order to ensure the comparability of monitoring data on cross-border water quality. The programme and relevant methodological framework shall specify the locations, timing and frequency of water sampling activities, analytical techniques, and methods for assessing the actual water quality and trends.

In the event of water contamination due to emergency situation, the Contracting Parties shall immediately notify each other and take all necessary measures within their respective jurisdictions in order to eliminate the causes of such contamination and minimize associated damage.

Article 7

The Contracting Parties shall take necessary measures to prevent and avoid the modification of channels of cross-border watercourses.

If a planned water management activity may result in the alteration to location and layout of these channels, this activity shall be subject to the prior agreement between the competent authorities of the Contracting Parties.

Article 8

Each Contracting Party shall independently develop and prepare water management and protection projects associated with the cross-border waters located within the area of its jurisdiction, which shall be subject to the agreement between the Parties.

If either Contracting Party chooses to engage another Contracting Party in a project activity, or a project will represent a joint effort, the implementation of any such project shall be governed by a separate agreement or contract.

The respective competent authorities of the Contracting Parties shall exchange data that are available to them and required for the development and endorsement of water management and protection projects associated with the cross-border waters.

Any research activity planned to be undertaken by either Contracting Party in an area under the jurisdiction of another Contracting Party shall be subject to the prior permission of the latter. The permission is issued following the endorsement of the programme and schedule of this research activity.

Article 9

Each Contracting Party shall independently implement water management and protection measures associated with the cross-border waters located within the area of its jurisdiction.

If either Contracting Party chooses to engage another Contracting Party in the implementation of water management and protection measures associated with the cross-border waters, or these measures are proposed to be implemented through joint effort, their implementation shall be governed by a separate agreement or contract.

The implementation of those water management and protection measures that are of mutual interest to the Parties shall be governed by a separate agreement or contract.

Subject to the mutual agreement, the Contracting Parties may engage any third party to carry out the design, construction and other activities associated with the cross-border waters.

Article 10

Each Contracting Party shall use its own resources to finance the implementation of water management and protection measures for cross-border waters located within its jurisdiction.

If any Contracting Party has any interest with respect to actions implemented in an area under the jurisdiction of another Contracting Party, the costs associated with financing the implementation of such actions may be shared between the Contracting Parties on the basis of negotiations.

The implementation of water management and protection actions in an area under the jurisdiction of any Contracting Party but in the interests of another Contracting Party shall be financed by the interested Contracting Party on the basis of a separate agreement or contract.

Article 11

The Contracting Parties shall use their best efforts to ensure that any actions that may affect or disturb an agreed upon regime of managing cross-border waters shall not take place in the areas under their respective jurisdictions.

The Contracting Parties shall provide to their respective competent authorities all financial and technical resources necessary to prevent flooding events and facilitate prompt and timely repair works during the period of higher water levels (*seems to be a mistake – lower – IT*) in the cross-border areas.

In the situations where there is an increased threat of flooding or flood-related release of contamination, the competent authorities of the Contracting Parties assist, where necessary and as far as possible, each other by providing manpower, transportation means, materials and equipment.

The competent authorities of the Contracting Parties shall regularly exchange, in accordance with an agreed upon procedure and specification, hydrometeorological data and hydrological forecasts, and inform each other in a prompt and timely manner on ice events, sudden increases in water levels in the cross-border areas (above and beyond the agreed upon elevation marks), and any breakage within or damage to hydroengineering facilities.

In the periods of floods and flooding events, the competent authorities of the Contracting Parties shall communicate with each other on a continuous basis to agree on and take actions required to control and prevent floods and flood-related releases of contamination into waters, and to protect population and physical assets.

The high-water and flood flow control and management regime for cross-border rivers shall be specified and established on an annual basis by the Contracting Parties, taking into account the hydrological forecasts and actual water management situation.

Article 12

Within each respective jurisdiction, the competent authorities of the Contracting Parties shall implement the agreed upon measures to protect and conserve fish stocks in the cross-border waters.

Article 13

Unless the Parties agree otherwise, the crossing of the State Border by the citizens of either Contracting Party and their stay in an area under the jurisdiction of another Contracting Party with the purpose of fulfilling any task arising from the present Agreement shall be based on the use of domestic identification documents.

Article 14

Materials, machinery, equipment, vehicles and other implements moved across the state border pursuant to the provisions of the present Agreement, as well as personal effects, foodstuff and tobacco goods needed by the staff of either Contracting Party during its stay in the territory of another Contracting Party, shall be exempt from import/export custom duties.

Upon the completion of works, all machinery, equipment, vehicles, tools and other implements, along with the remaining materials, shall be moved back into the territory of owner.

Article 15

To facilitate the implementation of this Agreement, each Contracting Party shall appoint a Plenipotentiary and two individuals to act as the deputies, and inform each other using a relevant communication route.

Article 16

To be able to address and consider issues associated with the execution of the present Agreement, the Plenipotentiaries shall hold regular meetings, normally once per year. Should the need arise, the Plenipotentiaries may agree to convene an extraordinary meeting.

Unless otherwise agreed, the Contracting Parties shall alternate in hosting the meetings of the Plenipotentiaries.

Each regular meeting shall be convened by the Plenipotentiary representing that Contracting Party, which hosts this meeting.

An extraordinary meeting shall be hosted by that Contracting Party, which requests such a meeting through its Plenipotentiary. This meeting shall be convened within 30 days after the delivery of notification.

The agenda of each successive meeting of the Plenipotentiaries shall be agreed upon during the preceding meeting.

The agenda of an extraordinary meeting shall be suggested by the Plenipotentiary of that Contracting Party, which requests such a meeting, to be distributed along with the extraordinary meeting notification.

The minutes of the meetings shall be executed in two copies, in Moldovan, Ukrainian, and Russian languages, all of them being equally binding.

Article 17

Between the meetings, the Plenipotentiaries and their deputies shall handle all practical issues associated with the implementation of the provisions of the present Agreement and resolutions adopted by the aforementioned meetings. The Plenipotentiaries and their deputies shall maintain direct contact with each other, establish work groups, have right to engage experts and organise expert meetings, and address all routine matters.

The Plenipotentiaries shall be responsible for the coordination of scientific and research activities, design and construction works undertaken in accordance with the contracts, protocols and agreements made between the Contracting Parties, and for the preparation and execution of relevant agreements and contracts.

The Plenipotentiaries, their deputies or co-leaders of work groups, in cooperation with appointed experts, shall control the state of water management and protection facilities, organize actions associated with the management of high-water and flood flows, and protection of waters against pollution; and facilitate the exchange of documents and information pursuant to the provisions of the present Agreement.

All decisions made as a matter of urgency shall be subject to a written approval by the Plenipotentiaries.

Each Plenipotentiary shall have a secretary, to be responsible for:

- Preparing the materials and documents for the meetings of the Plenipotentiaries;
- Maintaining work records and monitoring the implementation of decisions made;
- Drafting the minutes of the meetings of the Plenipotentiaries;
- Fulfilling other tasks specified by the Plenipotentiaries.

Each Contracting Party shall cover costs associated with travel and participation of its Plenipotentiaries, deputies, work groups and experts in the meetings under the present Agreement.

The costs associated with the organization of meetings of Plenipotentiaries, their deputies, work groups and experts shall be covered by the host Contracting Party.

Article 18

If the Plenipotentiaries are unable to resolve any dispute that may arise with respect to the interpretation or implementation of any provisions of the present Agreement, this dispute shall be submitted for handling to the competent authorities of the Contracting Parties.

Article 19

The present Agreement shall come into force and effect after the exchange of the diplomatic notes between the Contracting Parties, notifying each other about the completion of all legal procedures required for the Agreement to become effective, and shall remain valid for the period of 5 years.

This Agreement shall be extended for each subsequent five-year term, unless either Contracting Party notifies another Contracting Party in writing about its intent to terminate the present Agreement at least 1 year before the end date of a respective five-year term.

Done in Chisinau on 23 November 1994 in two copies, each in Moldovan and Ukrainian languages, with both copies being equally binding.

For and on behalf of the Government
of the Republic of Moldova

For and on behalf of the Government
of Ukraine