

1994 Agreement on the Protection of the River Scheldt

The Governments:

- the Republic of France,
- the Kingdom of the Netherlands,
- the Walloon Region,
- the Flemish Region,
- the Brussels-Capital Region.

The Contracting Parties to the present Agreement on the Protection of the Scheldt ,

Concerned about ensuring the quality of the Scheldt by endeavoring to prevent future pollution and improving its present condition,

Convinced of the urgency of this task,

Desiring to strengthen the existing cooperation between the states and regions concerned with the protection and use of the waters of the Scheldt, bearing in mind the *Convention on the Protection and Use of Transboundary Watercourses and International Lakes*, concluded in Helsinki on March 17 1992,

Considering the Convention on the Protection of the Marine Environment of the North-East Atlantic, concluded in Paris on 22 September 1992,

Have agreed on the following:

Article 1 - Definitions.

The terms of this Agreement shall be understood in the following way:

- a) The Scheldt: The Scheldt River, from the source to its outlet to the sea, including the Bergsche Maas*, the Amer, the Hollands Diep, and the Haringvliet.
- b) The Scheldt river basin: The Meuse, as well as all the waterways and canals which directly or indirectly, run into it where situated on the territory of the Contracting Parties.
- c) The Scheldt drainage area: The area, the waters of which run into the Scheldt or its tributaries.
- d) The Commission: The International Commission for the Protection of the Scheldt against Pollution.

Article 2 - Purposes of the Agreement.

1. In the spirit of the *Helsinki Convention on the Protection and Use of Transboundary Watercourses and International Lakes*, the Contracting Parties shall cooperate in a neighborly spirit, keeping in mind their common interests as well as each other's special interests, in order to preserve and improve the quality of the Scheldt.

2. For the purposes of international cooperation regarding the Scheldt, the Contracting Parties hereby establish an International Commission for the Protection of the Scheldt against Pollution.

Article 3 - Principles of cooperation.

1. In order to attain the goal laid down in Article 2 of this Agreement, the Contracting Parties shall take measures in respect of the whole of that part of the drainage area which is situated within their territories.

The Contracting Party whose territory is entirely situated outside of the drainage area of the Scheldt shall take measures to ensure that the activities carried out by legal persons subject to its supervisory authority, contribute to the realization of the purpose of this agreement as set forth in Article 2.

2. The Contracting Parties shall be guided by the following principles in their action:

a) The precautionary principle, according to which action to avoid the release of dangerous substances which could have a significant transboundary impact, shall not be postponed on the grounds that scientific research has not fully proved the existence of a causal link between the discharge of those substances and a possible significant transboundary impact.

b) The principle of preventive action according to which, in particular, clean technologies shall be used, under economically acceptable conditions.

c) The principle of containment and reduction of pollution at the source, according to which the Contracting Parties shall strive to use the best available technology and the best environmental practices, under economically acceptable conditions, in order to reduce the discharge of dangerous substances from point, as well as diffuse, sources.

d) The polluter pays principle according to which the costs of pollution prevention, control and reduction measures, shall be borne by the polluter.

3. The Contracting Parties shall act in a comparable way throughout the drainage area in order to avoid distortions of competition.

4. Each of the Contracting Parties shall endeavor to take appropriate measures to achieve an integrated management of the Scheldt drainage area.

5. The Contracting Parties shall work together to ensure sustainable development for the Scheldt and its drainage area.

6. The Contracting Parties shall protect and, as far as possible, improve, by management measures and by the way in which the environment is used, the quality of the Meuse's aquatic ecosystem.

7. The provisions of this Agreement shall apply without prejudice to the rights of the Parties to adopt more stringent individual or joint measures than the ones taken in furtherance of this Agreement.

8. The provisions of this Agreement shall apply without prejudice to the rights and duties of the Contracting Parties arising from other international conventions or agreements signed prior to the entry into force of this Agreement and which directly relate to its purpose.

Article 4 - Quality of the riverbed.

1. In order to protect the Meuse, the Contracting Parties shall keep each other informed, within the framework of the Commission's activities, of their respective policies regarding the management of Scheldt sediments and shall coordinate these policies as they deem necessary.

2. The Contracting Parties shall limit, as far as possible, the dumping and discharge of dredged material, as well as its movement downstream.

Article 6 - Tasks of the Commission.

The tasks of the Commission shall be the following:

a) To define, collect and evaluate the data which each Party shall provide in respect of its territory, in order to identify the sources of pollution that have a significant impact on the quality of the Scheldt.

b) To coordinate the monitoring programs of the Parties with respect to water quality, with a view to establishing a homogenous monitoring network.

c) To draw up inventories of and promote the exchange of information on the sources of pollution referred to in subparagraph (a).

d) To prepare objectives and a program of action for implementation by each of the Contracting Parties, which should include measures aimed at all types of pollution sources, point or diffuse, in order to maintain and improve the quality of the water and of the ecosystem generally.

e) To carry out, at regular intervals, coordinated evaluations of the efficacy of the action plan referred to in (d).

f) To serve as a forum for the exchange of information on the policies of the Contracting Parties in the field of water management.

g) To serve as a forum for the exchange of information on projects which are subject to impact assessment and which have a significant transboundary impact on the quality of the Scheldt, without prejudice to the domestic legislation of the Contracting Parties.

h) To promote cooperation and exchange of information on the best available technologies.

i) To encourage cooperation within the framework of scientific research programs, namely, in the areas of physical, chemical, ecological and fish management research;

j) To serve as a forum to discuss actions to be taken regarding the transboundary rivers and canals of the Scheldt's river basin;

- k) To issue advisory opinions and recommendations -o the Contracting Parties regarding cooperation under this Agreement;
- l) To organize cooperation between the different national and regional warning and alert networks and to promote the exchange of information with a view to preventing and combating accidental pollution;
- m) To cooperate with other international commissions having similar tasks with respect to neighboring aquatic systems;
- n) To draw up an annual report of its activities which will be made available to the public, as well as any other type of report deemed necessary;
- o) To deal with any other matters which the Contracting Parties shall entrust to it, of common accord, within the scope of this Agreement.

Article 6 - Composition and operation of the Commission.

1. The Commission is composed of the delegations of the Contracting Parties. Each Contracting Party shall appoint a maximum of 8 delegates, one of which shall be head of the delegation. The first appointments shall be made within 3 months following entry into force of this Agreement.

2. The presidency of the Commission shall be assumed by each Contracting Party in turn, for two-year periods. The Contracting Party who assumes the presidency shall designate as president one of the members of its delegation. The president shall not act as a spokesperson for his/her delegation during Commission sessions.

3. The Commission meets once a year as convened by its president. It shall also meet at other times whenever at least 2 delegations wish to convene a meeting. The Commission may hold some of its meetings at the ministerial level. The Commission establishes working groups as necessary to assist it in the carrying out of its tasks. The Commission shall adopt rules of procedure to organize its activities.

4. Decisions of the Commission shall be taken in the presence of all the delegations of the Contracting Parties and by a unanimous vote. The abstention of a single delegation is not an obstacle to unanimity. Each Contracting Party has one vote.

The Contracting Party whose territory is situated entirely outside of the drainage area of the Scheldt may vote on decisions affecting its legitimate interests as user of Scheldt waters for the extraction of water intended for the production of drinking water, or on decisions affecting its financial obligations as set forth in Article 8 of this Agreement.

Should Belgium adhere to this Agreement at a later date, it shall have the right to vote in decisions concerning matters which are within the jurisdiction of the federal state as provided for in the Belgian Constitution. In this event, and for such matters only, the Belgian regions shall have no voting rights.

5. The working languages of the Commission are french and dutch. In the event of a subsequent accession to this Agreement, the Commission shall decide on the possible use of an additional working language.

6. The Commission shall have a permanent secretariat based in Liege to assist it in the accomplishment of its tasks.

7. In order to fulfill the tasks conferred on it by this Agreement, the Commission has legal personality. It has the legal capacity to act in the territory of each of the Contracting Parties in order to accomplish its objectives. The Commission is represented by its president.

The Commission is responsible for the hiring and the dismissal of personnel and, in particular, has the power to contract in the execution of its tasks, to acquire and sell movable and immovable property as well as to conduct legal actions.

Article 7 – Observers

1. Upon request, the Commission shall admit as observers:

a) any state not a party to this Agreement whose territory is partly situated within the drainage area of the Meuse;

b) the European Community.

2. The Commission may admit as observers any inter-governmental organization or commission whose preoccupations are similar to its own.

3. The observers can participate in Commission meetings but do not have voting rights and may transmit any information or report regarding the purpose of this Agreement to the Commission.

Article 8 – Budget of the Commission

1. The Contracting Parties shall each bear the costs of their representation in the Commission and in the working groups.

2. They shall bear the other costs linked to the activities of the Commission, including the cost of the Secretariat in accordance with the following allocation:

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|-------------------------------|-----|
| - the Republic of France: | 16% |
| - Kingdom of the Netherlands: | 35% |
| - the Walloon region | 35% |

- the Flemish region 7%
- Brussels-Capital region 7%

The Commission can, in case of subsequent accession or withdrawal of a Contracting Party or for certain activities deemed specific by it, decide on a different allocation.

Article 9 - Entry into force.

1. Each Signatory Party shall notify the Government of the French Republic, hereby designated as Depositary of this Agreement, of the fulfillment of the required domestic procedures necessary for this Agreement to enter into force.
2. The Depositary shall immediately confirm the date of reception of such notification and inform the other Signatory Parties. The Agreement shall enter into force on the first day of the second month following the receipt of the last notification.

Article 10 - Subsequent accession.

1. The present Agreement is open to the accession of any state mentioned in Article 7, paragraph 1(a).
2. The instruments of accession shall be deposited with the Depositary who shall immediately confirm the reception date of the notification and shall inform the other Contracting Parties.
3. The present Agreement shall come into force for each state mentioned in paragraph 1 of the present article, on the first day of the second month following deposit of its instrument of accession with the Depositary.

Article 11 - Termination.

Upon expiry of a three-year period after its entry into force, the present Agreement may be terminated at any time with 6 months notice by each Contracting Party, by means of a statement addressed to the Depositary.

Article 12 - Equality of texts.

The present Agreement is drafted in one original in French and Dutch, both being equally authoritative. They shall be deposited in the archives of the Depositary who shall provide a certified copy to each of the Signatory Parties.

Completed in Charleville Mezieres, on 26 April 1994