

**RESOLUTION No.97**  
**of the Cabinet of Ministers of the Azerbaijan Republic**

*on Enactment of the Statute of the Paid Water Use Rules  
and Water Use Tariffs in the Azerbaijan Republic.*

For the purpose to execute the paragraph 16 of the President's Decree No. 612 of the Azerbaijan Republic dated December 26, 2001 "On Enactment of the Law of the Azerbaijan Republic "On 2002 State Budget of the Azerbaijan Republic", the Cabinet of Ministers of the Azerbaijan Republic decides that:

1. approve "*the Statute of the Paid Water Use Rules and Water Use Tariffs in the Azerbaijan Republic*" (attached) jointly promulgated by the State Amelioration and Irrigation Committee under the auspice of the Cabinet of Ministers of the Azerbaijan Republic, the Ministry of Economic Development and the Ministry of Finance;
2. assign to the State Amelioration and Irrigation Committee under the auspice of the Cabinet of Ministers of the Azerbaijan Republic and Ministry of Finance to consider the water use tariffs in the financial and operational activity of the State Amelioration and Irrigation Committee (SAIC);
3. consider ineffective the Resolution No. 150 of the Cabinet of Ministers dated 26 October 1996 "On Enactment of *the Statute of the Water Use Rules in the Azerbaijan Republic*";
4. hand over to the Agro Industrial Unit of the Staff Department of the Cabinet of Ministers of the Azerbaijan Republic to supervise over the application of the said Resolution;
5. this Resolution is effective since the date of its signing.

A.Rasizadeh  
Prime Minister of the Azerbaijan Republic.

June 17, 2002  
Baku city.

*Approved by the Resolution No. 97 of the Cabinet of Ministers of the Azerbaijan Republic dated 17 June 2002*

## **STATUTE of the Paid Water Use Rules in the Azerbaijan Republic.**

### ***I. General provisions.***

- 1.1 This Statute being a logic implementation of the paragraph 16 of the President's Decree No.612 of the Azerbaijan Republic dated December 26, 2001, is prepared in line with Laws of the Azerbaijan Republic "On Water Code", "On the Principles of Agrarian Reforms", "On Amelioration and Irrigation", normative and legislative documents approved on the basis of the said laws of the Azerbaijan Republic and shall regulate the mutual relations between the water structure user (hereinafter called as *the water economy maintenance organizations of the State Amelioration and Irrigation Committee*) and the water consumers (*farmers, municipalities and other water consumers*) within the territory of the Azerbaijan Republic.
- 1.2 The paid water use settlements between the water economy maintenance organizations of the State Amelioration and Irrigation Committee are based upon the approved water use tariffs.
- 1.3 The water economy maintenance organizations of the State Amelioration and Irrigation Committee shall ensure the water supply to the water consumers in the quantity and extent of the time as specified in the approved limits of the water sources and water use plans.
- 1.4 The water consumers shall protect and maintain the irrigation infrastructure and facilities in order to prevent their destruction, efficiently and safety use the water, timely and properly precede the land improvement activities.
- 1.5 If the emergency is happened on the irrigation infrastructure and facilities, the water consumers jointly with the water economy maintenance organizations of the State Amelioration and Irrigation Committee can participate in addressing its consequences.  
If such emergency is occurred due to any entity's or individual's fault, thereof shall compensate the losses as specified in the relative legislation of the Azerbaijan Republic.
- 1.6 To use the water from the water sources without the permission of the water economy maintenance organizations of the State Amelioration and Irrigation Committee is prohibited.
- 1.7 This Statute is mandatory for the water economy maintenance organizations of the State Amelioration and Irrigation Committee and all the water consumers.

### ***II. Principles to Determine the Water Use Tariffs.***

- 2.1 The state tariff policy to use the water reserves of the Azerbaijan Republic has a tendency to better enhance the economic situation and increase the benefits from the country development, better meet the public needs in water and cover the state economic interests and in general the cost price of the water supply.
- 2.2 The expenditure in terms of taking the water from the water reserve sources, supply and delivery to the water consumers must be agreed with the tax legislation and its respective normative acts.
- 2.3 The water tariffs are differed from one water economy system to other ones depending on its quality and purpose (drinking water, technical water, irrigation water and others), art-of-state of the water economy structures, methods of the water extraction and transportation and other factors which impact to the operational costs of water structures. The tariff for the water used to irrigate the yields, including the forest lands, winter pastures, land lots attached to the houses is defined per a hectare of the irrigated area. But, the tariff for the water used for the other purpose is defined per a cubic meter of the water supplied.

2.4 The State Amelioration and Irrigation Committee jointly with the Ministry of Economic Development and the Ministry of Finance shall prepare the draft water tariffs and submit to the Cabinet of Ministers of the Azerbaijan Republic for their approval.

2.5 The water tariffs are being defined as by follows:

- the water tariffs are defined based upon the economically proven actual expenditure spent by the water economy maintenance organizations of the State Amelioration and Irrigation Committee for the water extraction;
- the concession fees for the irrigation water delivered to the agricultural producers, municipalities, water users associations shall be paid in accordance with “*the Water Use Tariffs*” approved by the Resolution No.97 of the Cabinet of Ministers of the Azerbaijan Republic dated 17 June 2002;
- the tariffs for the water used for the industrial, domestic and other purposes shall be defined in the level of the water operational cost price;
- the tariffs for one cubic meter water is 1 (one) manta, if the water consumers themselves directly take the water from the rivers, lakes, canals and other water economy systems;
- the water is supplied to the consumers in the conformity with the standard agreements and acts outlined the Attachments No.1, 2 and 3 to this Statute.

2.6 The State Amelioration and Irrigation Committee shall prepare, and the Ministry of Economic Development and the Ministry of Finance shall define the tariff for the water sold from the “*Jeyranbatan water reservoir*” considering its economically justified cost price and needs to pump the water to this water reservoir.

2.7 The Water Users Associations shall deliver the irrigation water to the agricultural water consumers and define their service fees not exceeding 25 % of the tariff rates per one hectare of the irrigated area depending on its size.

2.8 The water shall be measured and calculated as specified in the Resolution No.7 of the Cabinet of Ministers dated January 17, 2000.

2.9 The municipality shall define the water use fees and its differentiations from the municipal water economy structures depending on its quality and purpose (drinking water, technical water, irrigation water and others), art-of-state of the water economy structures, methods of the water extraction and transportation and other factors which impact to the operational costs of water structures.

2.10 The water use fees for the water structures under the private property shall be defined by the agreement signed between the owners and water consumers.

### ***III. Payment for the Water Use Fees.***

3.1 The paid water use shall be preceded by signing the agreement and acts (standard forms of agreements and acts are given in the Attachments No.1, 2 and 3 to this Statute) between the water economy organizations of the State Amelioration and Irrigation Committee and the water consumers.

The individuals appointed by the water economy maintenance organizations of the State Amelioration and Irrigation Committee and the water consumers shall keeps the reports to be signed by the said two thereof. Based upon these reports, once a month and when each irrigation season ends the acts shall be prepared in the format attached to this Statute.

3.2 In irrigating the crops, including the forest plants, winter pastures, grasses the water consumers shall pay in advance 30 % of the total cost, then the remaining cost at the end of each month depending on the size of their irrigated land area.

3.3 If the water is supplied for the industrial, domestic and other purposes, the water consumers shall pay in advance 30 % of the total cost just in time, when they take the water, and the remaining cost on 5<sup>th</sup> day of the next month.

3.4 To pay the water fees in kind by the water consumers to the water economy organizations is prohibited.

3.5 Based upon the water consumers' request in writing, the water economy organizations of the State Amelioration and Irrigation Committee shall provide the additional quantity of water as specified in the agreement in the relation of 1.1 of the water tariff.

3.6 If the water consumers refuse to receive the water or irrigate the area as specified in the agreement, then the water economy organizations of the State Amelioration and Irrigation Committee shall be notified in 7 (seven) days before the agreed date of the water supply. Otherwise, the water consumers shall compensate 25 % of the water fee as specified in the agreement.

#### ***IV. Delivery of Water to the Water Consumers.***

4.1 The water shall be provided by the water economy organizations of the State Amelioration and Irrigation Committee in accordance with the set standards and norms as by the following limits:

- from the border rivers within the water limits as defined in the agreements signed by the Azerbaijan Republic with the neighboring states;
- from the country wide rivers in the limit of 75 % of the annual water flow;
- from the other water sources within the approved limits.

4.2 If the water provision is less in limits as given in the paragraph 4.1 of this Statute, then upon the early notice to the water consumers the water economy organizations of the State Amelioration and Irrigation Committee shall respectively reduce the quantity of the water supplied.

In case of the water insufficiency in the source, upon the early notice to the water consumers the water economy organizations of the State Amelioration and Irrigation Committee shall respectively reduce the water supplied and ensure the water provision to thereof using the equity principle.

4.3 If the water economy organizations of the State Amelioration and Irrigation Committee provides the water less in the quantity as specified in the agreement without any respective reason or does not provide at all, then the disputes arose between them including the matters on losses of the water consumers shall be considered and settled by the State Amelioration and Irrigation Committee and the local executive bodies, when the water consumers are present.

4.4 The water shall be delivered, received and used as per schedules agreed between the water economy organizations of the State Amelioration and Irrigation Committee and the water consumers.

4.5 The quantity of the water delivered to the water consumers shall be defined based upon the water use schedule considering the possibilities of the water source and irrigation system.

4.6 The water consumers shall submit to the water economy organizations of the State Amelioration and Irrigation Committee their proposals concerning the change in the quantity of the water delivered to them and the size of their irrigated arable land not late than 10 (ten) days before the irrigation season starts. Otherwise, the water economy organizations of the State Amelioration and Irrigation Committee may not guarantee the execution of the agreement.

4.7 If the quantity of the water is less or more within the irrigation season than the quantity outlined in the agreement, the parties are entitled to request to further cover the said difference.

4.8 If the water economy organizations of the State Amelioration and Irrigation Committee are enable to provide the water more than in the agreement, the parties shall regulate the alterations to the terms, duration and conditions of the agreement by signing the supplemental agreement.

#### ***V. Settlement of Disputes Arose As a Result of the Water Insufficiency.***

5.1 Subject to the insurance of the crops, the relative insurance entities shall compensate the losses of the water consumers appeared as a result of reducing the water quantity in the water source (see paragraphs 4.1 and 4.2 of this Statute) because of the natural conditions (natural disasters, droughts, floods and others).

5.2 The disputes arose between the parties in terms of the irrigated area and the water quantity shall be regulated in accordance with the existing legislation.

5.3 The water consumers, who ineffectively and improperly use the water which is being further discharged to the canals, collector and drainage networks and others, and without any permission of the authorized water economy organizations willful take the water from the water sources, are responsible in line with the relative legislation of the Azerbaijan Republic.

*Approved by the Resolution No.97 of the Cabinet of Ministers of the Azerbaijan Republic dated 17 June 2002*

### **The Water Use Tariffs in the Azerbaijan Republic.**

#### **The Yearly Tariff per a Hectare of Land in Various Rayons, Nakhchivan Autonomous Republic and Winter Pastures.**

| <b>Winter pastures and name of rayons</b> | <b>Tariff in mantas (without VAT).</b> |
|-------------------------------------------|----------------------------------------|
| Nakhchivan Autonomous Republic            | 7,000                                  |
| Agdam                                     | 4,000                                  |
| Absheron                                  | 7,000                                  |
| Agjabedi                                  | 12,500                                 |
| Agdash                                    | 10,000                                 |
| Astara                                    | 10,000                                 |
| Agsu                                      | 10,000                                 |
| Agstafa                                   | 10,000                                 |
| Balaken                                   | 7,000                                  |
| Bilasovar                                 | 12,500                                 |
| Beylagan                                  | 12,500                                 |
| Barda                                     | 12,500                                 |
| Jalilabad                                 | 12,500                                 |
| Devechi                                   | 7,000                                  |
| Fizuli                                    | 4,000                                  |
| Geranboy                                  | 8,500                                  |
| Goychay                                   | 10,000                                 |
| Hajigabul                                 | 10,000                                 |
| Khanlar                                   | 10,000                                 |
| Khachmaz                                  | 7,000                                  |
| Khizi                                     | 7,000                                  |
| Ismayilli                                 | 7,000                                  |
| Imishli                                   | 12,500                                 |
| Kurdamir                                  | 10,000                                 |
| Gabela                                    | 7,000                                  |
| Gazakh                                    | 10,000                                 |
| Guba                                      | 7,000                                  |
| Gusar                                     | 7,000                                  |
| Lachin                                    | 4,000                                  |
| Lenkoran                                  | 12,500                                 |
| Masalli                                   | 12,500                                 |
| Neftchala                                 | 12,500                                 |
| Oguz                                      | 7,000                                  |

|                 |        |
|-----------------|--------|
| Gakh            | 7,000  |
| Samukh          | 8,500  |
| Salyan          | 12,500 |
| Sabirabad       | 12,500 |
| Saatli          | 12,500 |
| Siyazan         | 7,000  |
| Sheki           | 7,000  |
| Shamakhi        | 7,000  |
| Shamkir         | 7,000  |
| Tertter         | 10,000 |
| Tovuz           | 8,500  |
| Tovuz           | 10,000 |
| Ujar            | 10,000 |
| Yevlakh         | 10,000 |
| Zaqgatala       | 7,000  |
| Zardab          | 8,500  |
| Winter pastures | 2,000  |

[illegible]

1.3 Properly maintain the irrigation systems and hydro facilities within its balance in their working state;

1.4 If the water economy organizations of the State Amelioration and Irrigation Committee provides the water less in the quantity as specified in the agreement without any respective reason or does not provide at all, then the disputes arose between them including the matters on losses of the water consumers shall be considered and settled by the State Amelioration and Irrigation Committee and the local Executive bodies, when the water consumers are present.

Note: Depending on the natural conditions, the irrigation norms, the volume and duration of water supply may be changed if the Parties agree thereof.

## ***II. The Beneficiary's Undertakings:***

2.1 properly maintain and protect the irrigation system and hydro facilities under his service in order to prevent their deterioration and destruction;

2.2 ensure the efficient and safety water use; timely perform the land improvement activities in order to prevent its deterioration;

2.3 pay to the executor the water fee at the rate of \_\_\_\_\_ manats including VAT per a hectare of the irrigated areas as per the set water tariffs.

Note: 1.If the Beneficiary receives the water more than specified in the agreement, the special act showing its reason shall be drafted.

2. If the quantity of the water supply is exceeding than its quantity mentioned in the agreement, this excessive water shall be paid in the relation of 1.1 of the set water tariff.

2.4 If the Beneficiary refuse to receive the water or irrigate the area as specified in the agreement, then the executor shall be notified in 7 (seven) days before the date of the water supply outlined in the agreement.

## ***III. Contractual Mutual Settlements.***

3.1 The Beneficiary shall keep monthly reports on the water supplied to him. Such reports must be formalized by the relative act signed between the executor and the beneficiary.

3.2 Depending on the size of their irrigated land area the Beneficiary shall pay in advance 30 percent of the total cost, then the remaining cost at the end of each month.

## ***IV. The Parties' Responsibilities.***

4.1 If the contractual obligations outlined in this Agreement are being failed or not performed at all, the Executor and the Beneficiary shall be responsible in accordance with the relative legislation of the Azerbaijan Republic.

5. All disputes arose with this Agreement shall be settled by the arbitration.

6. This Agreement is drawn in 2 (two) copies, one is for the Executor and another one is for the Beneficiary.

7. The effectiveness of this Agreement is:

Date of start: "\_\_\_\_\_" 200\_\_.

Date of expire: "\_\_\_\_\_" 200\_\_.

8. Legal Addresses and Bank Accounts of the Parties:

The Executor \_\_\_\_\_

The Beneficiary \_\_\_\_\_

Signed and sealed  
by the Executor:

Signed and sealed  
by the Beneficiary:

***The Standard Act Form on the Irrigation of Agricultural Crops Between the Water Economy Maintenance Organizations of the State Amelioration and Irrigation Committee and the Water Consumers.***

The Executor: \_\_\_\_\_  
(name of the water economy maintenance organization of the SAIC)

The Beneficiary: \_\_\_\_\_  
(name of the water consumer)

have issued this **ACT** to define the cost for the irrigation of the irrigated areas

on the day of \_\_\_\_\_.

**This Act hereby defines that:**

The irrigated area is \_\_\_\_\_ hectares.

The water tariff (including the VAT) per 1 (one) hectare of the irrigated area is \_\_\_\_\_ manat.

The amount to be paid is \_\_\_\_\_ manat.

The Executor:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

The Beneficiary:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**Attachment No 2 to the Statute of the Paid Water Use Rules in the Azerbaijan Republic.**

***I. Standard Agreement Form on Irrigation of the Agricultural Crops Between the Water Economy Maintenance Organizations of the State Amelioration and Irrigation Committee and the Water Consumers.***

**A G R E E M E N T**

**on Irrigation of the Agricultural Crops between the water economy maintenance organizations of the State Amelioration and Irrigation Committee and the water consumers.**

“ \_\_\_\_\_ ” \_\_\_\_\_ 200\_\_.

\_\_\_\_\_  
(name of the water supply organization)

by \_\_\_\_\_  
(title, name, father's name and surname)

hereinafter referred to as “*the Executor*” on one side, and \_\_\_\_\_  
(water user's name)

represented by \_\_\_\_\_  
(title, name, father's name and surname)

on another side have signed this Agreement dated “ \_\_\_\_\_ ” \_\_\_\_\_ 200\_\_ for the purposes to define the conditions to irrigate the areas under the crops in accordance with “*the Statute of the Paid Water Use Rules in the Azerbaijan Republic*” approved by the Resolution No.97 of the Cabinet of Ministers of the Azerbaijan Republic dated June 17, 2002.

***The Parties' Obligations.***

***I. The Executor's Undertakings:***

- 1.1 based upon the approved limits of the water sources and water use rules, within one year (for a period of the agreement), supply the beneficiary with the irrigation water for his crops under \_\_\_\_\_ hectares of the winter pasture areas as by follows:

| Name of Farm | Name of the winter pasture area. | Area (hectare) |
|--------------|----------------------------------|----------------|
|              |                                  |                |
|              |                                  |                |
|              |                                  |                |
|              |                                  |                |
|              |                                  |                |

- 1.2 properly maintain the irrigation systems and hydro facilities within its balance in their working state;

- 1.3 If the water economy organizations of the State Amelioration and Irrigation Committee provides the water less in the quantity as specified in the agreement without any respective reason or does not provide at all, then the disputes arose between them including the matters on losses of the water consumers shall be considered and settled by the State Amelioration and Irrigation Committee and the local Executive bodies, when the water consumers are present.

***II. The Beneficiary's Undertakings:***

- 1.1 properly maintain and protect the irrigation system and hydro facilities under his service in order to prevent their deterioration and destruction;
- 1.2 ensure the efficient and safety water use; timely perform the land improvement activities in order to prevent its deterioration;
- 1.3 pay to the executor the water fee at the rate of \_\_\_\_\_ manats including VAT per a hectare of the irrigated areas as per the set water tariffs.

Note: If the Beneficiary refuse to receive the water or irrigate the area as specified in the agreement, then the executor shall be notified in 7 (seven) days before the date of the water supply outlined in the agreement

## ***II. Contractual Mutual Settlements.***

- 2.1 The Beneficiary shall keep monthly reports on the water supplied to him. Such reports must be formalized by the relative act signed between the executor and the beneficiary.
- 2.2 Depending on the size of their irrigated land area the Beneficiary shall pay in advance 30 percent of the total cost, then the remaining cost at the end of each month.

## ***III. The Parties' Responsibilities.***

- 3.1 If the contractual obligations outlined in this Agreement are being failed or not performed at all, the Executor and the Beneficiary shall be responsible in accordance with the relative legislation of the Azerbaijan Republic.

5. All disputes arose with this Agreement shall be settled by the arbitration.

6. This Agreement is drawn in 2 (two) copies, one is for the Executor and another one is for the Beneficiary.

7. The effectiveness of this Agreement is:

Date of start: " \_\_\_\_\_ " \_\_\_\_\_ 200\_\_.  
Date of expire: " \_\_\_\_\_ " \_\_\_\_\_ 200\_\_.

8. Legal Addresses and Bank Accounts of the Parties:

The Executor \_\_\_\_\_

The Beneficiary \_\_\_\_\_

Signed and sealed  
by the Executor:

Signed and sealed  
by the Beneficiary

## ***II. The Standard Act Form on the Irrigation of Agricultural Crops Between the Water Economy Maintenance Organizations of the State Amelioration and Irrigation Committee and the Water Consumers.***

The Executor: \_\_\_\_\_  
(name of the water economy maintenance organization of the SAIC)

The Beneficiary: \_\_\_\_\_

(name of the water consumer)

have issued this **ACT** to define the cost for the irrigation of the winter pasture areas  
on the day of \_\_\_\_\_.

**This Act hereby defines that:**

The irrigated area is \_\_\_\_\_ hectares.

The water tariff (including the VAT) per 1 (one) hectare of the irrigated winter pasture area is  
\_\_\_\_\_ manat.

The amount to be paid is \_\_\_\_\_ manat.

The Executor:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

The Beneficiary:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**Attachment No 3 to the Statute of the Paid Water Use Rules in the Azerbaijan Republic.**

***I. Standard Agreement Form on Irrigation of the Agricultural Crops  
Between the Water Economy Maintenance Organizations of the State  
Amelioration and Irrigation Committee and the Water Consumers.***

**A G R E E M E N T**

**on Irrigation of the Agricultural Crops between the water economy maintenance organizations of  
the State Amelioration and Irrigation Committee and the water consumers.**

“ \_\_\_\_\_ ” \_\_\_\_\_ 200\_\_.

\_\_\_\_\_  
(name of the water supply organization)

by \_\_\_\_\_  
(title, name, father's name and surname)

hereinafter referred to as “*the Executor*” on one side, and \_\_\_\_\_  
(water user's name)

represented by \_\_\_\_\_  
(title, name, father's name and surname)

on another side have signed this Agreement dated “ \_\_\_\_\_ ” \_\_\_\_\_ 200\_\_ for the purposes  
to define the conditions to irrigate the areas under the crops in accordance with “*the Statute of the Paid  
Water Use Rules in the Azerbaijan Republic*” approved by the Resolution No.97 of the Cabinet of Ministers  
of the Azerbaijan Republic dated June 17, 2002.

***The Parties' Obligations.***

***I. The Executor's Undertakings:***

1.1 based upon the approved limits of the water sources and water use rules, within one year (for a  
period of the agreement), supply the beneficiary with the irrigation water as by following schedule:

The irrigation water distributed to the Beneficiary in the breakdown of months (in thousand cubic meters):

| I | II | III | IV | V | VI | VII | VIII | IX | X | XI | XII | Total |
|---|----|-----|----|---|----|-----|------|----|---|----|-----|-------|
|   |    |     |    |   |    |     |      |    |   |    |     |       |

1.2 properly maintain the irrigation systems and hydro facilities within its balance in their working state;

1.3 If the water economy organizations of the State Amelioration and Irrigation Committee provides the  
water less in the quantity as specified in the agreement without any respective reason or does not provide at  
all, then the disputes arose between them including the matters on losses of the water consumers shall be  
considered and settled by the State Amelioration and Irrigation Committee and the local Executive bodies,  
when the water consumers are present.

Note: Depending on the natural conditions, the volume and duration of water supply may be changed if the  
Parties agree thereof.

***II. The Beneficiary's Undertakings:***

2.1 ensure the efficient and safety water use; timely perform the land improvement activities in order to  
prevent its deterioration;

- 2.2 pay to the executor the water fee at the rate of \_\_\_\_\_ manats including VAT per a cubic meter of water as per the set water tariffs.

Note: 1.If the Beneficiary receives the water more than specified in the agreement, the special act showing its reason shall be drafted.

2. If the quantity of the water supply is exceeding than its quantity mentioned in the agreement, this excessive water shall be paid in the relation of 1.1 of the set water tariff.

3. If the Beneficiary refuse to receive the water or irrigate the area as specified in the agreement, then the executor shall be notified in 7 (seven) days before the date of the water supply outlined in the agreement

### ***III. Contractual Mutual Settlements.***

- 3.1 The Beneficiary shall keep monthly reports on the water supplied to him. Such reports must be formalized by the relative act signed between the executor and the beneficiary.
- 3.2 Depending on the size of their irrigated land area the Beneficiary shall pay in advance 30 percent of the total cost, then the remaining cost at the end of each month.

### ***IV. The Parties' Responsibilities.***

- 4.1 If the contractual obligations outlined in this Agreement are being failed or not performed at all, the Executor and the Beneficiary shall be responsible in accordance with the relative legislation of the Azerbaijan Republic.

5. All disputes arose with this Agreement shall be settled by the arbitration.

6. This Agreement is drawn in 2 (two) copies, one is for the Executor and another one is for the Beneficiary.

7. The effectiveness of this Agreement is:

Date of start: " \_\_\_\_\_ " \_\_\_\_\_ 200\_\_.

Date of expire: " \_\_\_\_\_ " \_\_\_\_\_ 200\_\_.

8. Legal Addresses and Bank Accounts of the Parties:

The Executor \_\_\_\_\_

The Beneficiary \_\_\_\_\_

Signed and sealed  
by the Executor:

Signed and sealed  
by the Beneficiary:

**II. The Standard Act Form on the Irrigation of Agricultural Crops Between the Water Economy Maintenance Organizations of the State Amelioration and Irrigation Committee and the Water Consumers.**

The Executor: \_\_\_\_\_  
(name of the water economy maintenance organization of the SAIC)

The Beneficiary: \_\_\_\_\_  
(name of the water consumer)

have issued this **ACT** to define the cost for the irrigation of the winter pasture areas

on the day of \_\_\_\_\_.

**This Act hereby defines that:**

The quantity of the water supplied is \_\_\_\_\_ cubic meters.

The water tariff (including the VAT) per 1 (one) cubic meter of water is \_\_\_\_\_ manat.

The amount to be paid is \_\_\_\_\_ manat.

The Executor:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

The Beneficiary:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_