

INTERNATIONAL AGREEMENT ON THE RIVER MEUSE

English not being one of the IMC's official languages, the English version of this report is not an official translation and is only provided to make the Agreement more widely available.

INTERNATIONAL AGREEMENT ON THE RIVER MEUSE

THE GOVERNMENTS

- OF THE FEDERAL REPUBLIC OF GERMANY,
- OF THE KINGDOM OF BELGIUM,
OF THE BELGIAN REGION OF BRUSSELS-CAPITAL,
OF THE BELGIAN REGION OF FLANDERS
OF THE BELGIAN REGION OF WALLONIA,
- OF THE FRENCH REPUBLIC,
- OF THE GRAND DUCHY OF LUXEMBOURG
- OF THE KINGDOM OF THE NETHERLANDS,

RECOGNISING the work done by the Contracting Parties to the International Agreement on the Protection of the Meuse signed on 26 April 1994 at Charleville-Mézières and wishing to consolidate the existing cooperation between the states and regions affected by the protection and use of the waters of the International River Basin District Meuse,

CONCERNED to maintain and improve the quality of the water and aquatic ecosystems of the International River Basin District Meuse, giving consideration to the value of its waters, their banks, riparian zones and coastal waters,

GUIDED BY a shared desire to cooperate in ensuring sustainable development and by a desire that each individually should take suitable measures to ensure the integrated management of the International River Basin District Meuse with the aim of realising sustainable, integrated water management, in particular giving consideration to its multifunctionality,

CONCERNED to act jointly in ensuring the coordination required within the International River Basin District Meuse pursuant to Directive 2000/60/EC of the European Parliament and of the Council of 23 October 2000 establishing a framework for Community action in the field of water policy,

MINDFUL that the implementation of this Agreement and Directive 2000/60/EC of the European Parliament and of the Council of 23 October 2000 establishing a framework for Community action in the field of water policy requires multilateral, bilateral or national coordination in the International River Basin District Meuse, depending on the geographical area and the issues to be addressed,

MAKING REFERENCE to the Convention on the Protection and Use of Transboundary Watercourses and International Lakes signed at Helsinki on 17 March 1992 and the Convention for the Protection of the Marine Environment of the North-East Atlantic signed at Paris on 22 September 1992,

CONCERNED to achieve the political objectives of the ministerial declarations made at Namur on 8 April 1998 and at Liege on 30 November 2001 within the scope of their cooperation and concerned, among other matters, to contribute to the reduction of the impact of floods and droughts,

WISHING to cooperate in the fields of precautionary measures and protection against floods as well as precautionary measures against and the rectification of accidental water pollution incidents,

CONSCIOUS of the fact that the protection of the Meuse is also indispensable to the protection and improvement of the ecosystem of the North Sea,

CONSCIOUS that the Meuse has a part in various essential ecological, economic and social functions and uses,

WISHING to cooperate with international and non-governmental organisations in pursuing the objectives of this Agreement and to involve the public in the spirit of Directive 2000/60/EC of the European Parliament and of the Council of 23 October 2000 establishing a framework for Community action in the field of water policy,

CONVINCED of the urgency of these tasks and each individually responsible for the implementation of the measures jointly decided on within the framework of this Agreement,

HAVE AGREED AS FOLLOWS:

ARTICLE 1

Definitions

For the purposes of this Agreement:

- a) the “Water Framework Directive” means Directive 2000/60/EC of the European Parliament and of the Council of 23 October 2000 establishing a framework for Community action in the field of water policy (Official Journal of the European Communities L 327/1 of 22 December 2000) as most recently amended;
- b) “Meuse” means the Meuse from its source to the point where it flows into the sea, including the Bergse Meuse, the Amer, the Hollands Diep and the Haringvliet;
- c) “Meuse river basin” means the area of land from which all surface run-off flows into the North Sea via the tributaries of the Meuse and the Meuse itself;
- d) “International River Basin District Meuse” means the area of land and sea defined by the Contracting Parties pursuant to the Water Framework Directive made up of the Meuse river basin and the associated groundwaters and coastal waters;

a map attached to this Agreement as an annex provides a general overview of the boundaries of the International River Basin District Meuse;
- e) “Commission” means the International Meuse Commission;
- f) “Agreement of Charleville-Mézières” means the Agreement on the Protection of the Meuse signed at Charleville-Mézières on 26 April 1994.

Supplementary to these definitions, the definitions given in the Water Framework Directive shall find application.

ARTICLE 2

Objective of the Agreement

The Contracting Parties shall strive to realise sustainable, integrated water management for the International River Basin District Meuse, in particular giving consideration to the multifunctionality of its waters.

They shall, above all, cooperate:

- a) in coordinating the implementation of the requirements of the Water Framework Directive to achieve the environmental objectives it sets out and, in particular, in coordinating all programmes of measures for the International River Basin District Meuse;
- b) in drawing up a single management plan for the International River Basin District Meuse consistent with the Water Framework Directive;
- c) in consulting each other and then coordinating preventive and protective measures against floods, giving consideration to ecological aspects, regional planning, landscape conservation and other fields such as agriculture, forestry and urban development, and – in part by means of preventive measures – to reduce the impact of floods and droughts;
- d) in coordinating measures to prevent and rectify accidental water pollution incidents and to ensure the communication of the necessary information.

ARTICLE 3

Principles of Cooperation

1. In the measures they take, the Contracting Parties shall allow themselves to be guided by the following principles:
 - a) the precautionary principle;
 - b) the principle that preventive action should be taken;
 - c) the principle that environmental damage should primarily be rectified at source;
 - d) the principle that the polluter should pay,

as defined and commonly interpreted in European environmental law.

2. In order to realise the objectives set out in Article 2,
 - a) the Contracting Parties shall take the measures necessary for the implementation of this Agreement and the opinions, recommendations or decisions of the Commission in their territory and shall inform each other on a reciprocal basis about the measures taken.

The Region of Brussels-Capital, the territory of which lies completely outside the International River Basin District Meuse, shall take measures to ensure that the activities of legal entities over which it has supervisory powers contribute to the achievement of the objectives set out in Article 2 of this Agreement;

- b) the Contracting Parties shall protect and, as far as possible, improve the quality of aquatic ecosystems, where appropriate by means of measures to bring about structural improvements and guidelines on use;
 - c) the Contracting Parties shall consolidate their exchange of information and opinions;
 - d) should accidental water pollution incidents occur that have an impact likely to significantly threaten water quality, the Contracting Parties shall inform any other Contracting Parties who might be affected as rapidly as possible;
 - e) the Contracting Parties shall inform other Contracting Parties who might be affected as soon as possible when flooding is imminent;
 - f) the Contracting Parties shall, where necessary, coordinate their policies concerning the handling of sediments and, as far as possible, limit the introduction and reintroduction of contaminated dredged material and its relocation downstream.
3. This Agreement shall not affect the rights of the Contracting Parties, individually or jointly, to adopt and apply more rigorous measures than those taken in application of this Agreement.

ARTICLE 4

Functions of the Commission

1. The Contracting Parties shall establish the Commission for the implementation of this Agreement.
2. The Commission shall deliver opinions or recommendations to the Contracting Parties on the implementation of this Agreement.

It shall decide on the measures for its internal organisation and for the organisation of its work as it considers necessary. It shall adopt an annual budget.

These opinions and recommendations shall be delivered and decisions taken following the procedure specified in Article 5.

3. The implementation of the requirements of the Water Framework Directive shall be coordinated multilaterally within the Commission.

In particular, this shall involve the coordination of:

- a) the analysis of the characteristics of the International River Basin District Meuse;
 - b) the investigation of the impact of human activities on the status of surface waters and groundwater in the International River Basin District Meuse;
 - c) the economic analysis of water use;
 - d) monitoring programmes;
 - e) programmes of measures;
 - f) the preparation of a single management plan for the International River Basin District Meuse or at least, should this not be practicable, the coordination of the management plans drawn up by the Contracting Parties for the parts of the River Basin District within their territories.
4. Furthermore, the Commission shall have the following functions:
 - a) the preparation of opinions or recommendations concerning the improvement of

- measures to prevent and protect against floods, giving consideration to ecological aspects, regional planning, landscape conservation and other fields, such as agriculture, forestry and urban development,
 - the coordination of flood warning and alarm systems,
 - the quality of operational and alarm data relating to floods by means of the development of forecasting models,
 - the exchange of information between operational centres;
- b) the preparation of opinions or recommendations on the reduction of the impact of droughts, including preventive measures;
- c) the preparation of opinions or recommendations on the improvement of measures to prevent and rectify accidental water pollution incidents, in particular with regard to the coordination of warning and alarm systems, in order to ensure that information about accidental water pollution incidents that might have considerable cross-border impact is communicated using suitable technologies;
- d) the preparation of opinions or recommendations on the improvement of fish stocks and fish migration;
- e) the coordination of the programmes established by the Contracting Parties to monitor water quality in order to put in place and maintain a coherent monitoring network;
- f) the setting of priorities, preparation of a programme of action that contributes to the achievement of the objectives specified in Article 2 and the regular evaluation of this programme. Once the first management plan for the International River Basin District Meuse has been drawn up, the preparation, where appropriate, of a programme of action that complements this plan;
- g) the consolidation of the exchange of information and opinions on:
- the water policies of the Contracting Parties,
 - their policies with regard to the handling of sediments,
 - the best available technologies and best environmental practices,
 - projects that are subject to an environmental impact assessment and might have considerable cross-border impact, giving

consideration to the legal regulations that apply in the territories of the Contracting Parties;

- h) the promotion of cooperation and the exchange of information within the framework of academic research programmes that relate to the objectives of this Agreement;
 - i) the production of an annual report on the work of the Commission, which shall be published, and any other report that it considers to be useful;
 - j) cooperation, where necessary, with other international commissions or organisations that perform comparable functions for other river basin districts.
5. The coordination work for the transboundary subcatchments within the International River Basin District Meuse may take place within a suitable regional framework.
6. The Commission may deal with further matters that the Contracting Parties entrust to it by mutual consent in the areas covered by this Agreement.

ARTICLE 5

Composition and Working Methods of the Commission

1. The Commission shall consist of delegations from the Contracting Parties. Each Contracting Party shall appoint its delegates, including a head of delegation.
2. The chair of the Commission shall be held by each Contracting Party in turn for a period specified in the rules of procedure and financial regulations provided for in paragraph 8. The Contracting Party that holds the chair shall appoint one of the members of its delegation as the President of the Commission. The President shall not act as the spokesperson for his or her delegation during meetings of the Commission.
3. The Commission shall meet once yearly, having been convened by its President. Furthermore, it shall meet at the request of at least two delegations. The Commission may hold individual meetings at ministerial level.
4. The Commission shall formulate its opinions and recommendations and shall take its decisions unanimously and in the presence of the majority of the delegations of the Contracting Parties. The rules of procedure and

financial regulations and the budget of the Commission shall be adopted in the presence of all delegations. Each delegation shall possess one vote. The absence of a delegation entitled to vote shall be regarded as abstention. The abstention of one or more of the delegations shall not represent an obstacle to unanimity.

The various delegations from the Kingdom of Belgium and the Belgian regions shall be entitled to vote on decisions that affect their own responsibilities pursuant to the Belgian constitution and Belgian legislative provisions.

The Region of Brussels-Capital, the territory of which lies completely outside the International River Basin District Meuse, shall be entitled to vote on opinions, recommendations or decisions that might affect its legitimate interests as a user of the Meuse engaged in the abstraction of water to produce drinking water or its financial obligations pursuant to Article 7.

5. The working languages of the Commission shall be French, Dutch and German.
6. To assist it in its work, the Commission shall have a permanent secretariat with its seat in Liege. The Commission shall decide on the appointment and dismissal of the staff of the secretariat. Further details shall be regulated in the rules of procedure and financial regulations.
7. In order to carry out the tasks entrusted to it pursuant to this Agreement, the Commission shall possess a legal personality. It shall enjoy the necessary legal competence for the performance of its functions in the territory of each Contracting Party. The Commission shall be represented by its President.
8. The Commission shall draw up rules of procedure and financial regulations for the organisation of its activities. The rules of procedure and financial regulations must provide for a written decision-making procedure that does not prejudice the principles set out in paragraph 4.

ARTICLE 6

Observers and Cooperation with Third Parties

- 1 The Commission may, at their request, recognise the following entities as observers:
 - a) the European Community;

- b) international organisations whose work relates to this Agreement;
 - c) non-governmental organisations, provided that there are points in common with their interests or functions;
 - d) any state that is not a Contracting Party to this Agreement and that professes interest in the work of the Commission.
2. The observers may attend meetings of the Commission, but without voting rights, and they may communicate information, reports or expressions of opinion relating to the purpose of this Agreement to the Commission.
 3. The Commission shall exchange information with the observers. In particular, the Commission shall hear the observers when opinions, recommendations or decisions that it regards as significant for them are under discussion, and it shall inform them about the opinions and recommendations delivered and the decisions taken.
 4. Cooperation with the observers shall be organised within the Commission. The details of this cooperation and the preconditions for permission to cooperate with the Commission and attend its meetings shall be set out in the rules of procedure and financial regulations.
 5. The Commission may decide to appoint experts to assist it and invite them to the meetings of the Commission.

ARTICLE 7

Financing of the Commission

1. Each Contracting Party shall bear the costs of its representation in the Commission.
2. The Contracting Parties shall bear the other costs incurred in connection with the operation of the Commission, including the costs of the Secretariat, according to the following distribution key:

Federal Republic of Germany:	14.5 %
Kingdom of Belgium:	0.5 %
Region of Brussels-Capital:	4.5 %
Region of Flanders:	5 %
Region of Wallonia:	30 %
French Republic:	15 %
Grand Duchy of Luxembourg:	0.5 %
Kingdom of the Netherlands:	30 %

In the case of the subsequent accession of a Contracting Party to the Agreement, the withdrawal of a Contracting Party or activities that it regards as specific, the Commission may determine a different distribution key.

ARTICLE 8

Resolution of Disputes

In the case of a dispute between the Contracting Parties concerning the interpretation or application of this Agreement, the Contracting Parties shall primarily endeavour to find a solution by means of negotiations or another dispute resolution procedure that they regard as acceptable.

ARTICLE 9

Relationship to Other Agreements

1. With its entry into force, this Agreement shall abrogate the Agreement of Charleville-Mézières and take its place.
2. Paragraph 1 notwithstanding, opinions or recommendations delivered and decisions taken on the basis of the Agreement of Charleville-Mézières shall remain applicable without modification of their legal status provided that they are consistent with this Agreement and are not expressly abrogated by it or another opinion, recommendation or decision of the Commission.
3. The assets, rights and duties, members of staff, contents of archives and current and future liabilities and claims arising from contracts or current or future court actions of the Commission established under the Agreement of Charleville-Mézières shall be assumed in full by the Commission established under this Agreement.
4. This Agreement shall not affect the rights and obligations of the Contracting Parties under other international Agreements existing prior to the entry into force of this Agreement that relate to its purpose.

ARTICLE 10

Entry into Force

1. Each Contracting Party shall notify the government of the Kingdom of Belgium, which shall be appointed the depositary for this Agreement, of the

completion of the requisite national procedures for the entry into force of this Agreement.

2. The depositary shall immediately confirm the dates on which it receives the instruments of notification and inform the other Contracting Parties.
3. This Agreement shall enter into force on the first day of the second month following the receipt of the last instrument of notification.

ARTICLE 11

Denunciation

1. Following the expiry of a period of three years from its entry into force, this Agreement may be denounced at any time by any Contracting Party, following the conclusion of its national procedures, by means of a written declaration addressed to the depositary.
2. Any such denunciation shall take effect at the end of the year that follows the year of the denunciation.

ARTICLE 12

Original of the Agreement and Deposition

This Agreement, which has been drafted in French, Dutch and German and each wording having equal force, shall be deposited in the archive of the depositary; the depositary shall present each Contracting Party with a certified copy.

Done at Ghent on 3 December 2002.

FOR THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY
von Butler
Dietrich Ruchay

FOR THE GOVERNMENT OF THE KINGDOM OF BELGIUM
A. Vermeulen

FOR THE GOVERNMENT OF THE REGION OF BRUSSELS-CAPITAL
Gosuin

FOR THE GOVERNMENT OF THE REGION OF FLANDERS
Vera Dua

FOR THE GOVERNMENT OF THE REGION OF WALLONIA
Forét

FOR THE GOVERNMENT OF THE FRENCH REPUBLIC
Ariola

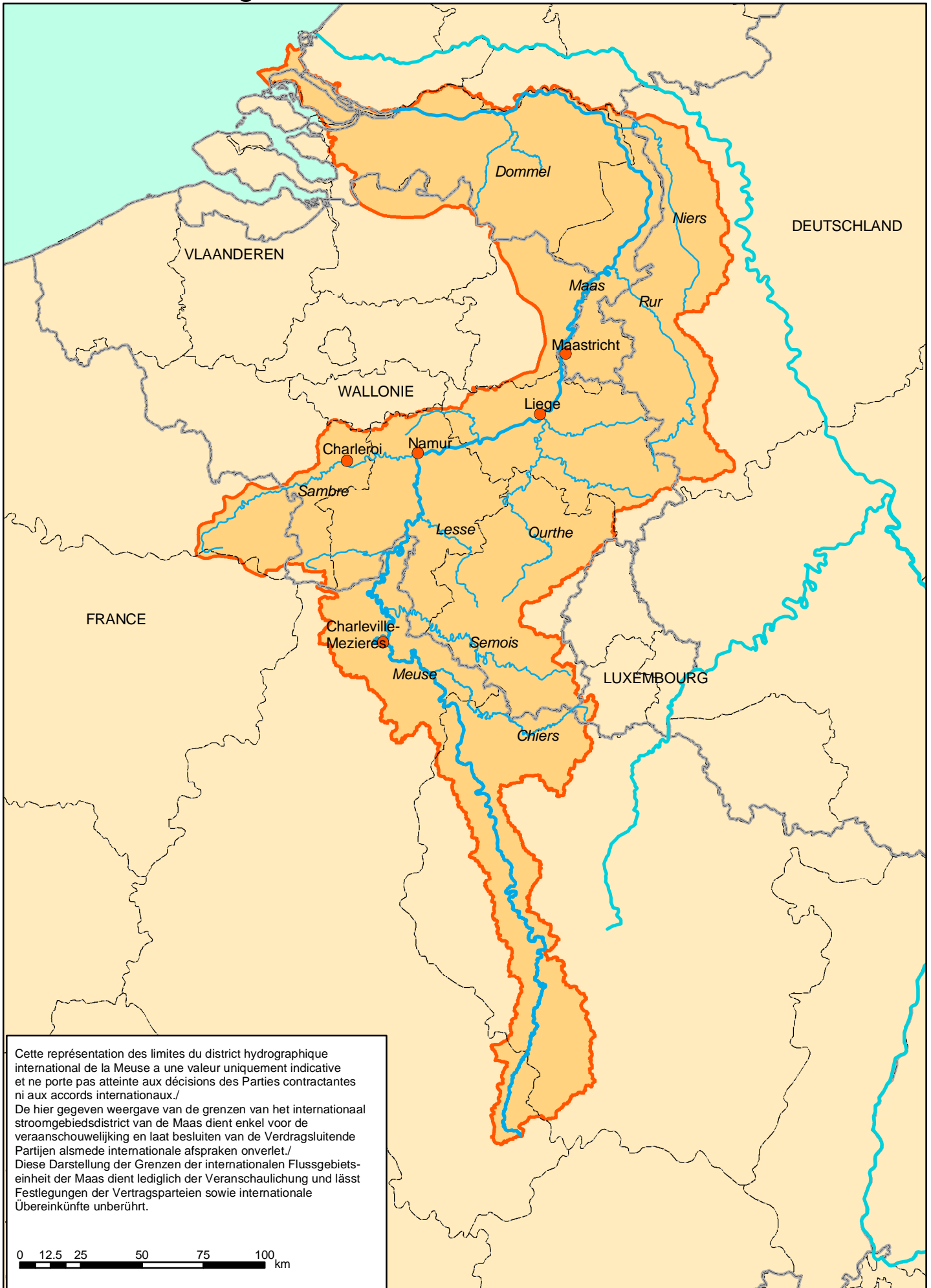
FOR THE GOVERNMENT OF THE GRAND DUCHY OF LUXEMBOURG
Hansen

FOR THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS
M. Schultz-van Haegen

Annex: International River Basin District Meuse

This representation of the borders of the International River Basin District Meuse is only an indication and is without prejudice to decisions of the Contracting Parties and to international agreements.

District hydrographique international de la Meuse Annexe/Bijlage/Anlage
Internationaal stroomgebiedsdistrict Maas
Internationale Flussgebietseinheit der Maas



Cette représentation des limites du district hydrographique international de la Meuse a une valeur uniquement indicative et ne porte pas atteinte aux décisions des Parties contractantes ni aux accords internationaux./
De hier gegeven weergave van de grenzen van het internationaal stroomgebiedsdistrict van de Maas dient enkel voor de veraanschouwelijking en laat besluiten van de Verdragsluitende Partijen alsmede internationale afspraken onverlet./
Diese Darstellung der Grenzen der internationalen Flussgebietseinheit der Maas dient lediglich der Veranschaulichung und lässt Festlegungen der Vertragsparteien sowie internationale Übereinkünfte unberührt.

0 12.5 25 50 75 100 km