CONVENȚIA PRIVIND COOPERAREA PENTRU PROTECȚIA ȘI UTILIZAREA DURABILĂ A FLUVIULUI DUNĂREA (CONVENȚIA PENTRU PROTECȚIA FLUVIULUI DUNĂREA)*

ADOPTATĂ LA SOFIA, LA 29 IUNIE 1994

CONVENTION ON COOPERATION FOR THE PROTECTION AND SUSTAINABLE USE OF THE DANUBE RIVER

DONE AT SOFIA, ON 29 JUNE, 1994

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* *În vigoare pentru Republica Moldova din 29 august 1999.*

Preamble

The Contracting Parties,

Determined by the strong intention to intensify their water management cooperation in the field of water protection and water use;

Concerned over the occurrence and threats of adverse effects, in the short or long term, of changes in conditions of watercourses within the Danube River Basin on the environment, economies and well-being of the Danubian States;

Emphasizing the urgent need for strengthened domestic and international measures to prevent, control and reduce significant adverse transboundary impact from the release of hazardous substances and of nutrients into the aquatic environment within the Danube Basin with due attention also given to the Black Sea;

Commending the measures already taken on the domestic initiative of: Danubian Countries and on the bilateral and multilateral level of their cooperation as well as the efforts already undertaken within the CSCE-process, by the United Nations Economic Commission for Europe and by the European Community to promote the cooperation, on bilateral and multilateral levels, for the prevention and control of transboundary pollution, sustainable water management, rational use and conservation of water resources;

Referring in particular to the Convention on the protection and use of transboundary watercourses and international lakes of 17 March 1992 as well as the ^^ existing bi- and multilateral cooperation among Danubian States, which will be continued and duly taken into account by the cooperation of all Danubian States, as well as pointing to the Convention on the protection of the Black Sea against pollution of 21 April 1992;

Striving at a lasting improvement and protection of Danube River and of the waters within its catchment area in particular in the transboundary context and at sustainable water management taking duly into account the interests of the Danubian States in the field of water use and at the same time contributing to the protection of the marine environment of the Black Sea;

Have agreed as follows:

PART I

GENERAL PROVISIONS

Article I

DEFINITIONS

For the purposes of this Convention:

(a) "Danubian States" mean sovereign States sharing a considerable part of the hydrological catchment area of the Danube River. As considerable part there is assumed a share exceeding 2000 km of the total hydrological catchment area.

(b) "Catchment area" of the Danube River means the hydrological river basin as far as it is shared by the Contracting Parties.

(c) "Transboundary impact" means any significant adverse effect on the riverine environment resulting from a change in the conditions of waters caused by human activity and stretching out beyond an area under the jurisdiction of a Contracting Party.

Such changes may affect life and property, safety of facilities and the aquatic ecosystems concerned.

(d) "Hazardoug substances" means substances which have toxic, cancerogenic, mutagenic, teratogenic or bioaccumulative effects. In particular those being persistent and having significant adverse impact on living organisms.

(e) "Substances hazardous to water" means substances the hazard potential of which to water resources is extraordinarily high so that their handling requires special preventive and protective measures;

(f) "Point and non-point sources of water pollution" means the sources of pollutants and nutrients the input of which to waters is caused either by locally determined discharges (point source) or by diffuse effects being wide spread over the catchment areas (non-point sources);

(g) "Water balance" means the relationship characterising the natural water household of an entire river basin as to its components (precipitation, evaporation, surface and underground run-off). In addition a component of current man-made effects originating from water use and influencing water quantity is included.

(h) "Connecting data" means summarised data derived from upstream water balances as far as being relevant as an input necessary for the elaboration of downstream water balances and of a general water balance for the Danube River. To this extent connecting data cover the components of the water balance for all significant transboundary waters within the catchment area of the Danube River. Connecting data refer to cross sections of transboundary

waters where they mark, cross or are located on boundaries between the Contracting Parties.

(i) "International Commission" means the organisation established by Article 18 of this Convention.

Article 2

OBJECTIVES AND PRINCIPLES OF COOPERATION

(1) The Contracting Parties shall strive at achieving the goals of a sustainable and equitable water management, including the conservation, improvement and the rational use of surface waters and ground water in the catchment area as far as possible. Moreover the Contracting Parties shall make all efforts to control the hazards originating from accidents involving substances hazardous to water, floods and ice-hazards of the Danube River. Moreover they shall endeavour to contribute to reducing the pollution loads of the Black Sea from sources in the catchment area.

(2) The Contracting Parties pursuant to the provisions of this Convention shall cooperate on fundamental water management issues and take all appropriate legal, administrative and technical measures, to at least maintain and improve the current environmental and water quality conditions of the Danube River and of the waters in its catchment area and to prevent and reduce as far as possible adverse impacts and changes occurring or likely to be caused.

(3) To this end the Contracting Parties, taking into account the urgency of water pollution abatement measures and of rational, sustainable water use, shall set priorities as appropriate and shall strengthen, harmonise and coordinate measures taken and planned to be taken at the domestic and international level throughout the Danube Basin aiming at sustainable development and environmental protection of the Danube River. This objective in particular is directed to ensure the sustainable use of water resources for municipal, industrial and agricultural purposes as well as the conservation and restauration of ecosystems and to cover also other requirements ocurring as to public health.

(4) The Polluter pays principle and the Precautionary principle constitute a basis for all measures aiming at the protection of the Danube River and of the waters within its catchment area.

(5) Water management cooperation shall be oriented on sustainable water management, that means on the criteria of a stable, environmentally sound development, which are at the same time directed to:

– maintain the overall quality of life;

– maintain continuing access to natural resources;

– avoid lasting environmental damage and protect ecosystems;

– exercise preventive approach.

(6) The application of this Convention by no means shall cause any significant direct or indirect increase of impacts to the riverine environment.

(7) Each Contracting Party has the right to adopt and implement measures being more stringent than those resulting from the provisions of this Convention.

Article 3

SCOPE

(1) This Convention applies to the catchment area of the Danube River as defined under Article I, paragraph (b).

(2) Subject to this Convention in particular shall, be the following planned activities and ongoing measures as far as they cause or are likely to cause A transboundary impacts:

(a) the discharge of waste waters, the input of nutrients and hazardous substances both from point and non-point sources as well as heat discharge;

(b) planned activities and measures in the field of water construction works, in particular regulation as well as run-off and storage level control of water courses, flood control and ice-hazards abatement, as well as the effect of facilities situated in or aside the watercourse on its hydraulic regime;

(c) other planned activities and measures for the purposes of water use, such as water power utilization, water transfer and withdrawal;

(d) the operation of the existing hydrotechnical constructions e.g. reservoirs, water power plants; measures to prevent environmental impact including; deterioration in the hydrological conditions, erosion, abrasion, inundation and sediment flow; measures to protect the ecosystems;

(e) the handling of substances hazardous to water and the precautionary prevention of accidents.

(3) This Convention is applicable to issues of fishery and inland navigation as far as problems of water protection against pollution caused by these activities are concerned.

Article 4

FORMS OF COOPERATION

The forms of cooperation under this Convention as a rule are the following;

(a) consultations and joint activities in the framework of the International Commission pursuant to the provisions of this Convention;

(b) exchange of information on bi- and multilateral agreements, legal regulations and on measures in the field of water management; exchange of legal documents and directives and of other publications; other forms for the exchange of information and experiences.

PART II

MULTILATERAL COOPERATION

Article 5

PREVENTION, CONTROL AND REDUCTION OF TRANSBOUNDARY IMPACT

(1) The Contracting Parties shall develop, adopt and implement relevant legal.- administrative and technical measures as well as provide for the domestic preconditions and basis required in order to ensure efficient water quality protection and sustainable water use and thereby also to prevent, control and reduce transboundary impact.

(2) To this end the Contracting Parties shall separately or jointly take in particular the measures indicated below:

(a) record conditions of natural water resources within the Danube River catchment area applying agreed quantity and quality parameters including the methodology concerned;

(b) adopt legal provisions providing for requirements including time limits to be met by waste water discharges;

(c) adopt legal provisions for the handling of substances hazardous to water;

(d) adopt legal provisions for reducing inputs of nutrients or hazardous substances from non-point sources, especially for the application of nutrients as well as of plant protection agents and pesticides in agriculture;

(e)with the aim of harmonising these regulations at a high level of protection as well as for the harmonised implementation of corresponding measures the Contracting Parties shall take into account results and proposals put forward by the International Commission;

(f) the Contracting Parties shall cooperate and take appropriate measures to avoid the transboundary impacts of wastes and hazardous substances in particular originating from transport.

Article 6

SPECIFIC WATER RESOURCES PROTECTION MEASURES

The Contracting Parties shall take appropriate measures aiming at the prevention or reduction of transboundary impacts and at a sustainable and equitableuse of water resources as well as at the conservation of ecological resources, especially:

(a) enumerate groundwater resources subject to a long-term protection as well as protection zones valuable for existing or future drinking water supply purposes;

(b) prevent the pollution of ground-water resources, especially those in a long-term perspective reserved for drinking water supply, in particular caused by nitrates, plant protection agents and pesticides as well as other hazardous substances;

(c) minimise by preventive and control measures the risks of accidental pollution;

(d) take into account possible influences on the water quality resulting from planned activities and ongoing measures pursuant to Article 3 paragraph 2;

(e) evaluate the importance of different biotope elements for the riveraine ecology and propose measures for improving the aquatic and literal ecological conditions.

Article 7

EMISSION LIMITATION; WATER QUALITY OBJECTIVES AND CRITERIA

(1) The Contracting Parties taking into account the proposals from the International Commission shall set emission limits applicable to individual industrial sectors or industries in terms of pollution loads and concentrations and based in the best possible way on low- and non-waste technologies at source. Where hazardous substances are discharged, the emission limits shall be based on the best available techniques for the abatement at source and/or for waste water purification. For municipal waste water, emission limits shall be based on the application of at least biological or an equivalent level of treatment.

(2) Supplementary provisions for preventing or reducing the release of hazardous substances and nutrients shall be developed by the Contracting

Parties for non-point sources, in particular where the main sources are originating from agriculture, taking into account the best environmental practice.

(3) For the purpose of paragraphs I and 2 Annex II to this Convention contains a list of industrial sectors and industries as well as an additional list of hazardous substances and groups of substances, the 'discharge of which from point and non-point sources shall be prevented or considerably reduced. The updating of Annex II lies with the International Commission.

(4) The Contracting Parties in addition shall, where appropriate, define water quality objectives and apply water quality criteria for the purpose of preventing, controlling and reducing transboundary impact. General guidance for this is given in Annex III, which shall be applied and specified by the Contracting Parties both, at the domestic level and jointly, where appropriate.

(5) Aiming at an efficient limitation of the emissions in areas under their jurisdiction the Contracting Parties shall ensure necessary preconditions and implementation.

They shall ensure that;

(a) the domestic regulations for emission limitation and their level of standards imposed are harmonised step by step with the emission limitation pursuant to this Convention;

(b) waste water discharges without exception are based on a permit imposed by the competent authorities in advance and for a limited period of validity;

(c) regulations and permits for prevention and control measures in case of new or modernised industrial facilities, in particular where hazardous substances are involved, are oriented on the best available techniques and are implemented with high priority;

(d) more stringent provisions than the standards - in individual casesd even prohibition - are imposed, where the character of the receiving water and of its ecosystem so requires in connection with paragraph 4;

(e) competent authorities surveille, that activities likely to cause transboundary impacts are carried out in compliance with the permits and provisions imposed;

(f) environmental impact assessment in line with supranational and international regulations or other procedures for evaluation and assessment of environmental effects are applied;

(g) when planning, licensing and implementing activities and measures as referred to in Article 3, paragraph 2 and in Article 16, paragraph 2 the competent authorities take into account risks of accidents involving sub-

stan<-es hazardous to water by imposing preventive measures and by ordering rules of conduct for post accident response measures.

Article 8

EMISSION INVENTORIES, ACTION PROGRAMMES AND PROGRESS REVIEWS

(1) The Contracting Parties shall undertake periodically inventories of the relevant point and non-point sources of pollution within the catchment area of Danube River including the prevention and abatement measures already taken for the respective discharges as well as on the actual efficiency of these measures, taking duly into account Article 5, paragraph 2, subparagraph a.

(2) Based on that the Contracting Parties shall in stages establish a list of further prevention and abatement measures to be taken step by step as far as this is necessary for reaching the objectives of this Convention.

(3) The inventory of emissions and the list of measures to be taken form the basis for developing joint action programmes to be developed by the Contracting Parties taking into account priorities set in terms of urgency and efficiency.

These action programmes in particular shall be aimed at the reduction of pollution loads and concentrations both from industrial and municipal point sources as well as from non-point sources. They shall inter alia contain the prevention and abatement measures including the timing and cost estimates.

(4) In addition the Contracting Parties shall monitor the progress made in the implementation of the joint action programmes by establishing periodical progress reviews. These reviews shall contain both, the protection measures implemented and the progress made as .to the riverine conditions in the light of the actual assessment.

Article 9

MONITORING PROGRAMMES

On the basis of their domestic activities, the Contracting Parties shall cooperate in the field of monitoring and assessment.

(1) For this aim, they shall

– hannonise or make comparable their monitoring and assessment methods as applied on their domestic levels, in particular in the field of river quality, emission control, flood forecast and water balance, with a view to achieving comparable results to be introduced into the joint monitoring and assessment activities;

– develop concerted or joint monitoring systems applying stationary or mobile measurement devices, communication and data processing facilities;

– elaborate and implement joint programmes for monitoring the riverine conditions in the Danube catchment area concerning both water quality and quantity, sediments and riverine ecosystems, as a basis for the assessment of transboundary impacts such as transboundary pollution and changes of the riverine regimes as well as of water balances, floods and ice-hazards;

– develop joint or harmonised methods for monitoring and assessment of waste water discharges including processing, evaluation and documentation of data taking into account the branch-specific approach of emission limitation (Annex II, Part 1);

– elaborate inventories on relevant point sources including the pollutants discharged (emission inventories) and estimate the water pollution from non-point sources taking into account Annex II, Part 2; review these documents according to the actual state.

(2) In particular they shall agree upon monitoring points, river quality characteristics and pollution parameters regularly to be evaluated for the Danube River with a sufficient frequency taking into account the ecological and hydrological character of the watercourse concerned as well as typical emissions of pollutants discharged within the respective catchment area.

(3) The Contracting Parties shall establish, on the basis of a harmonised methodology, domestic water balances, as well as the general water balance of the Danube River Basin. As an input for this purpose the Contracting Parties to the extent necessary shall provide connecting data which are sufficiently comparable through the application of the harmonised methodology. On the same data base water balances can also be compiled for the main tributaries of Danube River.

(4) They shall periodically assess the quality conditions of Danube River and the progress made by their measures taken aiming at the prevention, control and reduction of transboundary impacts. The results will be presented to the public by appropriate publications.

Article 10

OBLIGATIONS OF REPORTING

The Contracting Parties shall report to the International Commission on basic issues required for the Commission to comply with its tasks. These reports shall in particular involve:

(a) reports and documents being foreseen in this Convention or requested by the Commission;

(b)information on the existence, conclusion, amendment or withdrawal of bi-lateral and multilateral agreements and treaties regulating the protection and water management of the Danube River and 'of waters within its catchment area or being relevant for questions concerned;

(c)information on their respective laws, ordinances and other general regulations, regulating the protection and water management of the Danube River and of waters within its catchment area or being relevant for questions concerned;

(d) communication, at the latest within an agreed delay after the International Commission has taken its decision, on the way, the timeframe and the financial expenses for implementing action-oriented decisions at the domestic level, such as recommendations, programmes and measures;

(e) designation of competent institutions to be adressed for cooperation in the framework of this Convention by the International Commission or by other Contracting Parties;

(f) communication on planned activities, which for reason of their character are likely to cause transboundary impacts.

Article II

CONSULTATIONS

(1) Having had a prior exchange of information the Contracting Parties involved shall at the request of one or several Contracting Parties concerned enter into consultations on planned activities as referred to in Article 3, paragraph 2, which are likely to cause transboundary impacts, as far as this exchange of information and these consultations are not yet covered by bilateral or other international cooperation. The consultations are carried out as a rule in the framework of the International Commission, with the aim to achieve a solution.

(2) Prior to a decision on planned activities the competent authorities - with the exception of pending danger - shall wait for the results of the consultations except the case, that they are not finalised one year after their commencement at the latest.

Article 12

EXCHANGE OF INFORMATION

(1) As determined by the International Commission the Contracting Parties shall exchange reasonably available data, *inter alia,* on:

(a) the general conditions of the riverine environment within the catchroent area of the Danube River;

(b) experience gained in the application and operation of best available techniques and results of research and development;

(c) emission and monitoring data;

(d) measures taken and planned to be taken to prevent, control and reduce transboundary impact;

(e) regulations for waste water discharges;

(f) accidents involving substances hazardous to water.

(2) In order to harmonise emission limits, the Contracting Parties shall undertake the exchange of information on their regulations.

(3) If a Contracting Party is requested by any other Contracting Party to provide data or information that is not available, the former shall endeavour to comply with the request but may condition its compliance upon the payment, by the requesting Party, of reasonable charges for collecting and, where appropriate, processing such data or information.

(4) For the purposes of the implementation of this Convention, the Contracting Parties shall facilitate the exchange of best available techniques, particularly through the promotion of: the commercial exchange of available techniques, direct industrial contacts and cooperation, including joint ventures; the exchange of information and experience; and the provision of technical assistance. The Contracting Parties shall also undertake joint training programmes and the organisation of relevant seminars and meetings.

(5) The provisions of this Convention shall not affect the rights or the obligations of Contracting Parties in accordance with their domestic laws, regulations, administrative provisions or accepted legal practices and applicable international regulations to protect information related to personal data, intellectual property including industrial and commercial secrecy, or national security.

(6) If a Party nevertheless decides to supply such protected information to another Party, the Party receiving such protected information shall respect the confidentiality of the information received and the conditions under which it is supplied, and shall only use that information for the purposes for which it was supplied.

Article 13

PROTECTION OF INFORMATION SUPPLIED

Insofar as pursuant to this Convention industrial and commercial secrets or other confidential pieces of information are transmitted in conformity with domestic laws, the receiving Contracting Parties shall observe the secrecy of this information by not using it for any other purposes than those stipulated in this Convention, publishing it, or making it available to third parties. In

case any one Contracting Party feels unable to comply with this obligation regarding confidential information that has been transmitted to it, it shall inform the transmitting Contracting Party about it without any delay and retransmit the transmitted information. Personal data shall ba transmitted to Contracting Parties in conformity with the domestic- law of the transmitting Contracting Party.

The receiver shall use personal data only for the purpose indicated and under the conditions specified by the transmitting side.

Article 14

INFORMATION TO THE PUBLIC

(1) The Contracting Parties shall ensure that their competent authorities are required to make available information concerning the state or the quality of riverine environment in the Danube Basin to any natural or legal person, with payment of reasonable charges, in response to any reasonable request, without that person having to prove an interest, as soon as possible.

(2) The information referred to.in paragraph I of this Article, which is held by public authorities, may be given in written, visual, oral or data-based form.

(3) The provisions of this Article shall not affect the right of Contracting ^IS^ ' Parties, in accordance with their domestic legal systems and applicable international regulations, to provide for a request for such information to be refused where it affectss

(a) the confidentiality of the proceedings of public authorities, international relations and national defence;

(b) public security;

(c) matters which are or have been "sub judice" or under enquiry including disciplinary enquiries, or which are the subject of preliminary proceedings;

(d) commercial and industrial confidentiality as well as intellectual property;

(e) the confidentiality of personal data and/or files;

(f) material supplied by a third party without that party being under a legal ft obligation to do so;

(g) material, the disclosure of which would make it more likely that the environment to which such material related would be damaged.

(4) A public authority shall respond to a person requesting information as

soon as possible. The reasons for a refusal to provide the information requested must be given in writing.

Article 15

RESEARCH AND DEVELOPMENT

(1) To further the aims of this Convention, the Contracting Parties shall establish complementary or joint programmes of scientific or technical research and, in accordance with a procedure to be regulated by the International Commission, transmit to the Commission:

(a) the results of such complementary, joint ,or other relevant research, the access to which is open for public authorities;

(b) relevant parts of other programmes of scientific and technical research.

(2) In so doing, the Contracting Parties shall have regard to the work carried out or supported, in these fields, by the appropriate international organisations and agencies.

Article 16

COMMUNICATION, WARNING AND ALARM SYSTEMS, EMERGENCY PLANS

(1) The Contracting Parties shall provide for coordinated or joint communication, warning and alarm systems in the basin-wide context to the extent this is necessary to supplement the systems established and operated at a bilateral level. They shall consult on ways and means of harmonising domestic communication, warning and alarm systems and emergency plans.

(2) The Contracting Parties shall in the framework of the International Commission inform each other about competent authorities or points of contact designated for this purpose in case of emergency events such as accidental pollution, other critical water conditions, floods and ice-hazards. Accordingly the competent authorities shall cooperate to establish joint emergency plans, where necessary, supplementary to existing plans on the bilateral level.

(3) If a competent authority identifies a sudden increase of hazardous substances in the Danube River or in waters within its catchment area or receives note of a disaster or of an accident likely to cause serious impact on the water quality of Danube River and to affect downstream Danubian States this authority shall immediately inform the contact points designated and the international Corn-mission according to the way of procedure introduced by the Commission.

(4) In order to control and reduce the risks originating from floods including ice-hazards, the competent authorities shall immediately inform the

downstream Danubian States likely to be affected and the International Commission on the occurrence and run-off of floods as well as on forecasts of ice-hazards .

Article 17

MUTUAL ASSISTANCE

(1) In the Interest of enhanced cooperation and to facilitate compliance with obligations of this Convention, in particular where a critical situation of riverine conditions should arise. Contracting Parties shall provide mutual assistance upon the request of other Contracting Parties.

(2) The international Commission shall elaborate procedures for mutual assistance addressing, *inter alia*, the following issues:

(a) The direction, control, coordination and supervision of assistance;

(b) Local facilities and services to be rendered by the Contracting Party requesting assistance, including, where necessary, the facilitation of border-crossing formalities;

(c) Arrangements for compensating the assisting Contracting Party and/or its personnel, as well as for transit through territories of third Contracting Parties, where necessary;

(d) Methods of reimbursing assistance services.

PART III

INTERNATIONAL COMMISSION

Article 18

ESTABLISHMENT, TASKS AND COMPETENCES

(1) With a view to implementing the objectives and provisions of this Convention the International Commission for the Protection of the Danube River, e-ferred to in this Convention as International Commission, shall be established. The Contracting Parties shall cooperate in the framework of the International Commission. For implementing the obligations of the Contracting Parties pursuant to Articles I to 18 the International Commission elaborates proposals and recommendations adressed to the Contracting Parties.

(2) The structure and the procedures of the International Commission as well as Ita competences are stipulated in detail in Annex IV to this Convention constituting the Statute of the Commission.

(3) In addition to affairs explicitely entrusted to the International

Commission is competent to deal with all other affairs the Commission is entrusted with by mandate from the Contracting Parties in the framework of Article 3 of this Convention.

(4) The implementation of decisions taken by the International Commission is supported through the obligations of the Contracting Parties for reporting to the Commission pursuant to Article 10 as well as through the provisions of this Convention concerning the domestic basis and implementation of the multilateral cooperation.

(5) The International Commission reviews experience acquired implementing this Convention and as appropriate submits proposals to the Contracting Parties concerning amendments or additions to this Convention or prepares the basis for elaborating further regulations on the protection and water management of the Danube River and of waters within its catchment area.

(6) The International Commission decides on the cooperation with international and national Organizations or with other bodies, which are engaged or Interested in the protection and water management of the Danube River and of waters within its catchment area or in general questions of water protection and water management. This cooperation is directed to enhancing coordination and to avoiding duplication.

Article 19

TRANSITION CONCERNING THE BUCHAREST-DECLARATION

Works as performed by the Contracting Parties in the framework of the Declaration on the cooperation of the Danubian Countries on problems of the Danubian water management, in particular for the protection of the Danube Ri^er against pollution, signed on 13 of December 1985 (Bucharest-Declaration), by the working groups on water quality, flood information and forecast and water balance are transferred to the framework of this Convention.

PART IV

PROCEDURAL AND FINAL CLAUSES

Article 20

VALIDITY OF THE ANNEXES

Subject to Article 23, the Annexes I to V form integral parts of this Convention.

Article 21

EXISTING AND SUPPLEMENTARY AGREEMENTS

The Contracting Parties on the basis of equality and reciprocity shall adapt existing bilateral or multilateral agreements or other arrangements, where necessary to eliminate contradictions with basic principles of this Convention, and shall enter into supplementary agreements or other arrangements where appropriate.

Article 22

CONFERENCE OF THE PARTIES

(1) The Contracting Parties shall meet upon recommendation by the International Commission.

(2) At such meetings the Contracting Parties shall in particular review policy issues concerning the implementation of this Convention upon the report of the International Commission and shall adopt appropriate recommendations or decisions.

(3) The Contracting Party whose head of delegation acts as President of the International Commission shall also play the part of the Chairperson of such meetings.

(4) The Conference of the Parties is competent to pass recommendations or decisions provided that after regular invitation the delegations from at least three quarters of all Contracting Parties are present. Unless otherwise provided in this Convention, the Conference of the Parties shall make every effort to reach agreement by consensus. Should consensus not be attainable, the Chairperson shall declare that all efforts at reaching agreement by consensus have been exhausted. After such an announcement a recommendation or decision shall be adopted by a four fifths majority of the Contracting Parties' present and voting.

(5) The decision shall become binding on the first day of the eleventh month following the date of its adoption for all Contracting Parties that voted for it and have not within that period notified the Executive Secretary in writing that they are unable to accept the decision. However, such notification may be withdrawn at any time; the withdrawal shall become effective upon receipt by the Executive Secretary. Such a decision shall become binding on any other Contracting Party which has notified the Executive Secretary in writing that it is able to accept the decision from the moment of the receipt of that notification or on the first day of the eleventh month following the date of the adoption of the decision, whichever is later.

(6) If, however, the recommendation or decision would have financial implications, the recommendation or decision shall be adopted only by consensus.

Article 23

AMENDMENTS TO THE CONVENTION

The Convention shall be amended as follows:

(1) Any Contracting Party may propose an amendment to this Convention. The text of the proposed amendment together with the proposal to convene a Conference of the Parties shall be communicated to the Contracting Parties by the Depositary in writing.

(2) If at least three quarters of the Contracting Parties support the proposal to convene a Conference of the Parties the Depositary shall convene the Conference of the Parties within six months at the seat of the International Commission.

(3) The adoption of an amendment at the Conference of the Contracting Parties requires consensus.

(4) The adopted amendment shall be submitted by the Depositary Government to the Contracting Parties for ratification, acceptance or approval. Ratification, acceptance or approval of the amendment shall be notified to the Depositary Government in writing.

(5) The amendment shall enter into force for those Contracting Parties which have ratified, accepted or approved it on the thirtieth day after receipt by the Depositary Government of notification of its ratification, acceptance or approval by at least four fifths of the Contracting Parties. Thereafter the amendment shall enter into force for any other Contracting Party on the thirtieth day after that Contracting Party has deposited its instrument of ratification, acceptance or approval of the amendment.

(6) The Annexes I, II and III may be amended by the International Commission in accordance with Article 5 of its Statute.

Article 24

SETTLEMENT OF DISPUTES

(1) If a dispute arises between two or more Contracting Parties about the interpretation or application of this Convention, they shall seek a solution by negotiation or by any other means of dispute settlement acceptable to the parties to the dispute, if appropriate with assistance by the International Commission.

(2) (a) If the parties to the dispute are not able to settle the dispute in accordance with paragraph 1 of this Article within a reasonable time but not more than twelve months after the International Commission has been notified about the dispute by a party to the dispute, the dispute shall be submitted for compulsory decision to one of the following means of peaceful settlement:

- the International Court of Justice;

- arbitration in accordance with Annex V to this Convention.

(b)When ratifying, accepting, approving or acceding to this Convention or at any time thereafter a Contracting Party may declare in writing to the Depositary that, for a dispute not resolved in accordance with paragraph 1 of this Article, it accepts one or both means of dispute settlement referred to in subparagraph (a) of this paragraph.

(c) If the parties to the dispute have accepted both means of dispute settlement referred to in subparagraph (a) of this paragraph the dispute shall be submitted to the International Court of Justice, unless the parties agree otherwise.

(d) If the parties to the dispute have not accepted the same means of dispute settlement referred to in subparagraph (a) of this paragraph, the dispute shall be submitted to the arbitration.

(e) A Contracting Party which has not made a declaration in accordance with subparagraph (b) of this paragraph or whose declaration is no longer in force is considered to have accepted the arbitration.

Article 25

SIGNATURE

This Convention shall be open for signature by the Danubian States fully entitled to the rights and privileges of membership in the United Nations according to the UN Charter as well as by the European Community and any other regional economic integration organisation, to which such States as their members have transferred competence over matters governed by this Convention at Sofia on *29* June 1994.

Article 26

RATIFICATION, ACCEPTANCE OR APPROVAL

This Convention shall be subject to ratification, acceptance or approval. The instruirients of ratification, acceptance or approval shall be deposited with the Government of Romania which shall act as the Depositary of this Convention.

Article 27

ENTRY INTO FORCE

This Convention shall enter into force on the ninetieth day following the date of deposit of the nineth instrument of ratification, acceptance, approval or accession. For each State or regional economic integration organisation ratifying, accepting, approving or acceding to this Convention after the deposit

of the nineth instrument of ratification, acceptance, approval or accession, this Convention shall enter into force on the ninetieth day after deposit by such State or regional economic integration organisation of its instrument of ratification, acceptance, approval or accession.

Article 28

ACCESSION, PARTICIPATION

(1) A State or regional economic integration organisation as referred to in Article 25 of this Convention, which has not signed this Convention may accede to this Convention. The instrument of accession shall be deposited with the Depositary.

(2) Contracting Parties may unanimously invite any other State or regional economic integration organisation to accede to this Convention or to participate in it with a consultative status.

Article 29

WITHDRAWAL

At any time after five years from the date on which this Convention has come Into force with respect to a Party, that Party may withdraw from this Convention by written notification to the Depositary. Any such withdrawal shall take-effect one year after the date of the receipt of the notification by the Depositary.

Article 30

FUNCTIONS OF THE DEPOSITARY

The Depositary Government shall perform the functions of Depositary of this Convention, in particular, the Depositary 'shall inform the Contracting Parties:

(a) of the deposit of instruments of ratification, acceptance, approval or accession, of withdrawal or of any other informations, declarations and instruments as are provided for in this Convention;

(b) of the date of the entry into force of this Convention.

Article 31

AUTHENTIC TEXTS, DEPOSITARY

The original of this Convention, of which the English and German texts shall be equally authentic, shall be deposited with the Government of Romania which ahall send certified copes thereof to the Contracting Parties.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed the Convention on Cooperation for the Protection and Sustainable Use of the Danube River (Danube River Protection Convention).

DONE at Sofia on the 29 day of June 1994.

ANNEX I

PART I

Best available techniques

1. The use of the best available techniques shall emphasize the use of nonwaste technology, if available.

2. 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. In determining whether a set of processes, facilities and methods of operation constitute the 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.

3. It therefore follows that 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.

4. 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.

5. The term "Techniques" includes both the technology used and the way the Installation is designed, built, maintained, operated and dismantled.

PART 2

Best enviromental practice

1. Beat environmental practice means the application of the most appropriate combination of sectoral environmental control strategies and measures.

2. In determining what combination of measures constitute best environmental practice, in general or individual cases, particular consideration should be given to:

the precautionary principle;

the environmental hazard of the product and its production, use and ultimate disposal (principle of responsibility);

the substitution by less polluting activities or substances and saving resources including energy (principle of minimising);

the scale of use;

the potential environmental benefit or penalty of substitute materials or activities;

advances and changes In scientific knowledge and understanding;

time limits for implementation;

social and economic implication.

3. It therefore follows that best environmental practice for a particular source of impacts will change with time in the light of technological advances, economic and social factors, as well as changes in scientific knowledge and understanding.

4. If the reduction of impacts 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.

INDUSTRIAL SECTORS AND HAZARDOUS SUBSTANCES

Part 1
List of Industrial sectors and industries

1. In the heat generation, energy, and mining sectors:

(a) Treatment of flue gases and exhaust air, slags, condensates from combustion plants;

(b) Cooling systems;

(c) Coal preparation, ore preparation;

(d) Upgrading of coal and recovery of coal by-products, briquetting;

(e) Manufacture of woody lignite, activated carbon, soot.

2. In the stone and earth industry, the building materials, glass and ceramics sectors:

(a) Manufacture of fibrous cement and fibrous cement products;

(b) Manufacture and processing of glass, glass fibres, mineral fibres;

(c) Manufacture of ceramic products.

3. In the metals sector:

(a) Metal working and processing: electroplating shops, pickling plants, anodic oxidation plants, burnishing plants, hot galvanising plants, hardening shops, printed circuit board manufacture, battery manufacture, enamelling works, mechanical workshops, slide polishing shops;

(b) Manufacture of iron and steel, including foundries;

(c) Manufacture of non-ferrous roetals, including foundries;

(d) Manufacture of ferro-alloys.

4. In the inorganic chemistry sector:

(a) Manufacture of basic chemicals;

(b) Manufacture of mineral acids, bases, salts;

(c) Manufacture of alkalia, alkali lyes and chlorine using alkali chloride electrolysis;

(d)Manufacture of mineral fertilizers (excluding potash fertilizers), phosphoric acid salts, phosphates for feedstuffs;

(e) Manufacture of sodium carbonate;

(f) Manufacture of corundum;

(g)Manufacture of inorganic pigments, mineral pigments;

(h)Manufacture of semi-conductors, rectifiers, photoelectric cells;

(i) Manufacture of explosives, including pyrotechnics;

(j) Manufacture of highly disperse oxides;

(k)Manufacture of barium compounds.

5. In the organic chemistry sector;

(a) Manufacture of basic chemicals;

(b) Manufacture of dyes, pigments, paints;

(c) Manufacture and processing of man-made fibres;

(d)Manufacture and processing of plastics, rubber, caoutchouc;

(e) Manufacture of organic halogen compounds;

(f) Manufacture of organic explosives, solid fuels;

(g)Manufacture of auxiliaries for leather, papermaking and textile production;

(h)Manufacture of pharmaceuticals;

(i) Manufacture of biocides;

(j) Manufacture of raw materials for washing and cleaning agents;

(k)Manufacture of cosmetics;

(1). Manufacture of gelatins, hide glue, adhesives.

6. In the mineral oil and synthetic oils sectors:

(a) Mineral-oil processing, manufacture and refining of mineral oil products, manufacture of hydrocarbons;

(b) Recovery of oil from oil-in-water mixtures, demulsification plants, recovery and treatment of waste oil;

(c) Manufacture of synthetic oils.

7. In the printing plant, reproshop, surface treatment and plastic-sheet manufacturing sectors, as well as other forms of processing resins and plastics:

(a) Manufacture of printed and graphic products, reproshops;

(b) Printing laboratories and film laboratories;

(c) Manufacture of foils, vision and sound carriers;

(d) Manufacture of coated and impregnated materials.

8. In the wood, pulp and paper sectors:

(a) Manufacture of pulp, paper and cardboard;

(b) Manufacture and coating of wood fibre board.

9. In the textile, leather and fur sectors:

(a) Textile manufacture, textile finishing;

(b) Leather manufacture, leather finishing, leather substitute manufacture, fur finishing;

(c) Dry cleaning, laundries, polishing cloth washings, woolen material washings.

10. Other sectors:

(a) Recycling, treatment, storage, loading, unloading and depositing of waste and residual materials; storage, loading, unloading and transfer of chemicals;

(b) Medical and scientific research and development, hospitals, doctors' practices, radiology institutes, laboratories, testing rooms;

(c) Industrial cleaning businesses, cleaning of industrial containers;

(d) Vehicle workshops, vehicle washing facilities;

(e) Water treatment;

(f) Painting and varnishing businesses;

(g) Manufacture and processing of plant and animal extracts;

(h) Manufacture and processing of microorganisms and viruses- with in-vitro recombined nucleic acids;

(i) Industrial sectors applying radioactive substances Șnuclear industry).

Part 2

Guiding list of hazardous substances and groups of substances

A. Priority groups of substances

(a) heavy inetals and their compounds;

(b) organohalogen compounds;

(c) organic compounds of phosphorus and tin;

(d) plant protection agents, pesticides (fungicides, herbicides, insecticides, algicides) and chemicals used for the preservation of wood, cellulose, paper, hides and textiles etc.;

(e) oils and hydrocarbons of petroleum origin;

(f) other organic compounds especially harmful to the aquatic environment;

(g) inorganic nitrogen and phosphorus compounds;

(h) radioactive substances, including wastes.

B. Single hazardous substances

As there are considerable differences as to the hazardous character of the substances contained in certain groups it is necessary also to emphasize some aingle substances, which in practice can play *e.* priority role.

Substances	CAS-number
1	2
1. Mercury	7439976
2.Cadmium	7440439
3. Copper	7440508
4. Zinc	n.a.
5. Lead	7439921
6. Arsenic	7440382
7.Chromium	n.a.
8. Nickel	7440020
9. Boron	n.a.
10. Cobalt	n.a.
11. Solenium	7782492

1	2
12. Silver	n.a.
13. Drins	-
14. HCH	608731
15. DDT	50293
16. Pentachlorophenol	87865
17. Hexachlorobenzene	118741
18. Hexachlorobutadiene	87683
19. Carbontetrachloride	56235
20. Chlorofonn	67663
21. Trifluralin	1582098
22. Endosulfan	115297
23. Simazine	122349
24. Atrazine	1912249
25. Tributyltin-coinpounds	-
26. Triphenyltin-compounda	-
27. Azinphos-ethyl	2642719
28. Azinphos-niethyl	86500
29. Fenitrothion	122145
30. Fenthion	55389
31. Malathion	121755
32. Parathion	56382
33. Parathion-methyl	298000
34. Dichlorvos	62737
35. Trichloroethylene	79016
36. Tetrachloroethylene	1271184
37. Trichlorbenzene	-
38. Dichloroethane 1,2	107062
39. Trichloroethane	71556
40. Dioxins	n. a.

ANNEX III

GENERAL GUIDANCE ON WATER QUALITY

Objectives and criteria*)

Water quality objectives and criteria developed for specific reaches of the Danube River and for surface waters within its catchment area shall;

(a) Take into account the option of maintaining and, where necessary, improving the existing water quality;

(b) Aim at the reduction of average pollution loads and concentrations (in particular hazardous substances) to a certain degree within a certain period of time;

(c) Take into account specific water quality requirements (raw water for drinking-water purposes, irrigation, etc.);

(d) Take into account specific requirements regarding sensitive and specially protected waters and their environment, e.g. lakes, zones for the protection of bank-filtered water and wetlands;

(e) Be based on the application of biological classification methods and chemical indices for the medium- and long-term review of water quality maintenance and improvement;

(f) Take into account the degree to which objectives are reached and additional protective measures may be required in individual cases.

*) Water quality objectives and critera as a rule are individually developed and in particular adjusted to the prevailing conditions as to the ecosystems, the water resources and their utilization. Therefore in the framework of this Convention only general guidelines are addressed to the Contracting Parties.

ANNEX IV

STATUTE
OF THE INTERNATIONAL COMMISSION
FOR THE PROTECTION OF DANUBE RIVER

Structures and procedures of the International Commission supplementary to/ Article 18 shall be established as follows:

Article 1

Composition

(1) The International Commission consists of delegations nominated by the Contracting Parties. Each Contracting Party nominates, five delegates at the utmost including the head of delegation and his deputy.

(2) In addition each delegation may take the number of experts necessary for dealing with special questions, whose names are communicated to the Secretariat of the International Commission..

Article 2

Presidency

(1) The Chair of the International Commission is held by the Contracting Parties in turn by alphabetical order (in English) for one year. The delegation looking after the Chair nominates one of its members to become President of the International Commission.

(2) The President as a rule does not take the floor on behalf of his delegation within the meetings of the International Commission.

(3) Further details concerning the Presidency are determined by the International Commission and included in its Rules of Procedure.

Article 3

Meetings

(1) The International Commission convenes at least once a year on invitation of the President at a place to be determined by him an ordinary meeting.

(2) Extraordinary meetings are to be convened by the President on the request of at least three delegations.

(3) Consultations of the heads of delegation may be held Intermediately to the meetings of the Commission.

(4) The President proposes the agenda items. They include reports by the Standing Working Group and its expert groups. Each delegation has the right to propose those agenda items which it likes to see dealt with. The order of sequence for the agenda items is determined in the International Commission by majority vote.

Article 4

Taking decisions

(1) Each delegation has one vote.

(2) Notwithstanding the provisions of paragraph (1) of this Article, the European Community, within the areas of its competence, is entitled to a number of votes equal to the number of its Member States which are Contracting Parties to this Convention. This organization shall not exercise its right to vote in cases where its Member States exercise theirs and conversely.

(3) The International Commission constitutes a quorum with the presence of the delegations of at least two thirds of the Contracting Parties.

(4) Written procedures may take place under conditions to be determined by the Rules of Procedure of the International Commission.

Article 5

Adopting Decisions

(1) Decisions and recommendations shall be adopted by consensus of the delegations to the International Commission. Should consensus not be attainable, the President of the Commission shall declare, that all efforts at reaching agreement by consensus have been exhausted. Unless otherwise provided in the Convention, the Commission shall in this case adopt decisions or recommendations by a four-fifths majority vote of the delegations present and voting.

(2) The decision shall become binding on the first day of the eleventh month following the date of its adoption for all Contracting Parties that voted for it and have not within that period notified the Executive Secretary in writing that they are unable to accept the decision. However, such notification may be withdrawn at any time; the withdrawal shall become effective upon receipt by the Executive Secretary. Such a decision shall become binding on any other Contracting Party which has notified the Executive Secretary in writing that it is able to accept the decision from the moment of the receipt of that notification or on the first day of the eleventh month following the date of the adoption of the decision, whichever is later.

Article 6

Expert bodies

(1) The International Commission establishes a Standing Working Group. For certain fields of work and for specific problems there are introduced standing or ad hoc Expert Groups.

(2) The Standing Working Group and the Expert Groups consist of delegates and experts nominated by the delegations to the Commission.

(3) The Standing Working Group is attended by delegates from all Contracting Parties. The International Commission nominates its Chairman and determines the utmost number of delegates. The Commission also determines the number of experts participating in the Expert Groups.

Article 7

Secretariat

(1) A Permanent Secretariat is hereby established.

(2) The Permanent Secretariat shall have its headquarters in Vienna.

(3) The International Commission shall appoint an Executive Secretary and make provisions for the appointment of such other personal as may be neceseary. The Commission shall determine the duties of the Executive Secretary's post and the terms and conditions upon which it is to be held.

(4) The Executive Secretary shall perform the functions that ˆre necessary for the administration of this Convention and for the work of the International Commission as well as the other tasks entrusted to the Executive Secretary by the Commission in accordance with its Rules of Procedure and its Financial Regulations.

Article 8

Entrusting Special Experts

In the framework of its assessments, the evaluation of results gained and for the analysis of special questions the International Commission may entrust particularly qualified persons, scientific institutions or other facilities.

Article 9

Reports

The International Coimnission submits to the Contracting Parties an annual report on its activities as well as further reports as required, which in particular alao include the results of monitoring and assessment.

Article 10

Legal capacity and representation

(1) The international Commission shall have such legal capacity as may be necessary for the exercise of its functions and the fulfilment of its purposes In accordance with the law applicable at the headquarters of its Secretariat .

(2) The International Commission shall be represented by its President.

This representation shall be determined further by the Rules' of Procedure.

Article 11

Costs

(1) The International Commission shall adopt its Financial Rules.

(2) The Commission shall adopt an annual or biennial budget or proposed expenditures and consider budget estimates for the fiscal period following thereafter.

(3) The total amount of the budget, including any supplementary budget adopted by the Commission shall be contributed by the Contracting Parties other than the European Community, in equal parts, unless unanimously decided otherwise by the Commission.

(4) The European Community shall contribute no more than 2.5 % of the administrative costs to the budget.

(5) Each Contracting Party shall pay the expenses related to the participation in the Commission of its representatives, experts and advisers.

(6) Each Contracting party carries the costs of the current monitoring and assessment activities, carried out in their territory.

Article 12

Rules of Procedure

The International Commission establishes its Rules of Procedure

Article 13

Working Languages

The official languages of the International Commission are English and German.

ARBITRATION

(1) The procedure, of the arbitration referred to in Article 24 of this Convention shall be in accordance with paragraphs 2 to 10 as follows:

(2) (a) In the event of a dispute being submitted to arbitration pursuant to Article 24 paragraph 2 of this Convention an arbitral tribunal shall be constituted at the request addressed by one party to the dispute to the other party. The request for arbitration shall state the subject matter of the application including in particular the articles of this Convention, the interpretation or application of which is in dispute.

(b) The applicant party shall inform the International Commission that it has requested the setting up of an arbitral tribunal, stating the name of the other party to the dispute and the articles of this Convention the interpretation or application of which, in its opinion, is in dispute. The claimant as well as the defendent party can consist of a plurality of Contracting Parties. The International Commission shall forward the information thus received to all Contracting Parties to this Convent ion.

(3) The arbitral tribunal shall consist of three members: both the claimant party or parties and the other party or parties to Ins dispute shall appoint an arbitrator within two months; the two arbitrators so appointee". shall designate by common agreement within two months the third arbitrator who shall be the chairman of the tribunal. The latter shall not be. a national of one of the parties to the dispute, nor have his usual place of residence in the territory of one of these parties, nor be employed by any of them, nor have dealt with the case in any other capacity.

(4) (a) If one of the parties to the dispute does not appoint an arbitrator within two months of receipt of the request, the other party may inform the President of the International Court of Justice who shall designate the chairman of the arbitral tribunal within a further two months'period. Upon designation, the chairman of the arbitral tribunal shall request the party which has not appointed an arbitrator to do so within two months. After such period, if the arbitrator has not been approved, the chairman of the arbitral tribunal shall inform the President of the International Court of Justice who shall make this appointment within a further two months' period.

(b) If the chairman of the arbitral tribunal has not been designated within two months of the appointment of the second arbitrator, the President of the International Court of Justice shall, at the request of either party, designate him within a further two months' period.

(5) (a) The arbitral tribunal shall decide according to the rules of international law and, in particular, those of this Convention.

(b) Any arbitral tribunal constituted under the' provisions of. this Annex shall draw up its own rules of procedure.

(c) In the event of a dispute as to whether the arbitral tribunal has jurisdiction, the matter shall be decided by the decision of the arbitral tribunal.

(6) (a) The decisions of the arbitral tribunal, both on procedure and on substance, shall be taken by majority vote of its members.

(b) The arbitral tribunal may use all appropriate means in order to establish the facts. It may at the request of one of the parties prescribe essential interim measures of protection.

(c) If two or more arbitral tribunals constituted under the provisions of this Annex are seized of requests with identical or similar subjects, they may inform themselves of the procedures for establishing the facts and take them into account as far as possible.

(d) The parties to the dispute shall provide all facilities necessary for the effective conduct of the proceedings.

(e) The absence of a party to the dispute shall not constitute an impediment to the proceedings.

(7) Unless the arbitral tribunal determines otherwise because of the particular circumstances of the case, the expenses of the tribunal, including the remuneration of its members, shall be borne by the parties to the dispute in equal shares. The tribunal' shall keep a record of all Its expenses, and shall furnish a final statement thereof to the parties.

(8) The arbitral tribunal shall render its award within five months of the date on which it is established, unless it finds it necessary to extend the time limit for a period which should not exceed five months.

(9) Any Contracting Party that has an interest of a legal nature in the subject matter of the dispute which may be affected by the decision in. the case, may intervene in the proceedings with the consent of the tribunal. The award of the arbitral tribunal shall become binding on the intervening Party in the same way as for the parties to the dispute.

(10) (a) The award of the arbitral tribunal shall be accompanied by a statement of reasons.

It shall be final and binding upon the parties to the dispute. The award will be transmitted by the arbitral tribunal to the parties to the dispute and to the International Commission. The Commission will forward the information received to all parties to this Convention.

(b) Any dispute which may arise between the parties concerning the interpretation or execution of the award may be submitted by either party to the arbitral tribunal which made the award or, if the latter cannot be seized thereof, to another arbitral tribunal constituted for this purpose in the same manner as the first.