

AGREEMENT CONCERNING THE  
PROTECTION OF THE MEUSE

The Governments of the French Republic, the Kingdom of the Netherlands, the Brussels Capital Region, the Flemish Region and the Walloon Region,

Contracting Parties to this Agreement on the Protection of the Meuse,

Concerned to maintain the quality of the Meuse, by endeavouring to prevent further pollution and to improve its present state,

Wishing to strengthen existing co-operation between States and Regions concerned with the protection and use of the waters of the Meuse and bearing in mind the Convention on the Protection and Use of Transboundary Watercourses and International Lakes, concluded in Helsinki on 17 March 1992,

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

have agreed as follows:

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#### ARTICLE 1: DEFINITIONS

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For the purposes of this Agreement, the following definitions shall apply:

- a) **"The Meuse"**: the Meuse River, from its source to its mouth in the sea, including the Bergse Meuse, the Amer, the Hollands Diep and the Haringvliet.
- b) **"Meuse River Basin"**: the Meuse River and all the watercourses and canals flowing directly or indirectly into this river and situated in the territory of the Contracting Parties.
- c) **"Catchment area of the Meuse"**: the territory from which the run-off water flows into the Meuse or its tributaries.
- d) **"The Commission"**: the International Commission for the Protection of the Meuse against Pollution

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#### ARTICLE 2: OBJECTIVE OF THE AGREEMENT

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1. In the spirit of the Helsinki Convention on the Protection and Use of Transboundary Watercourses and international lakes, the Contracting Parties shall cooperate, taking into account their common interests and the particular interests of each of them, in a good neighbourly spirit, in order to preserve and improve the quality of the Meuse.
2. For the purposes of international co-operation on the Meuse, the Contracting Parties shall create an International Commission for the Protection of the Meuse against Pollution.

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### ARTICLE 3: PRINCIPLES OF COOPERATION

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1. In order to achieve the objective set out in Article 2 of this Agreement, the Contracting Parties shall take measures covering the entire part of the catchment area situated in their territory. The Contracting Party whose territory is entirely outside the Meuse catchment area, shall take measures to ensure that the activities undertaken by legal persons under its control, contribute to the achievement of the objective of this Agreement as set out in Article 2.
2. In their action, the Contracting Parties shall be guided by the following principles:
  - a) the precautionary principle, according to which the implementation of measures designed to prevent the release of dangerous substances from having a significant transboundary impact shall not be deferred on the grounds that scientific research has not fully demonstrated the existence of a causal link between the release of such substances, on the one hand, and a possible transboundary impact, on the other;
  - b) the principle of prevention, according to which, in particular, clean technologies shall be implemented under economically acceptable conditions;
  - c) the principle of pollution control and reduction by priority at source, according to which the Contracting Parties shall endeavour to apply the best available technologies and the best environmental practices, under acceptable economic conditions, in order to reduce point and diffuse discharges of hazardous substances;
  - d) the polluter pays principle, according to which the polluter shall pay for the costs of pollution prevention, control and reduction measures.
3. The Contracting Parties shall act in a comparable manner throughout the catchment area to avoid distortions of competition.
4. The Contracting Parties shall endeavour, each as far as it is concerned, to set up integrated management of the Meuse catchment area through appropriate measures.
5. The Contracting Parties shall consult each other in order to ensure a sustainable development of the Meuse and its basin.
6. The Contracting Parties shall protect and, as far as possible, improve the quality of the aquatic ecosystem of the Meuse, if necessary by planning measures and by guiding the use of the environment.

7. The provisions of this Agreement shall not affect the right of the Contracting Parties to adopt and apply, individually or jointly, more stringent measures than those taken in application of this Agreement.
8. The provisions of this Agreement shall not affect the rights and obligations of the Contracting Parties under other international conventions or agreements concluded prior to the entry into force of this Agreement and related to its subject matter.

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#### ARTICLE 4: QUALITY OF THE BOTTOM

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1. For the protection of the Meuse and in the framework of the Commission's activities, the Contracting Parties shall inform each other of their policy on the management of sediments in the Meuse and coordinate these policies as necessary.
2. The Contracting Parties shall limit as far as possible the dumping and discharge of dredging sludge into the Meuse, as well as their downstream displacement.

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#### ARTICLE 5: MISSIONS OF THE COMMISSION

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The tasks of the Commission are as follows:

- a) To define, collect and evaluate the data provided by the Contracting Parties, each in respect of its territory, in order to identify the sources of pollution which have a significant impact on the quality of the Meuse.
- b) Coordinate the monitoring programmes of the Contracting Parties concerning water quality in order to achieve a homogeneous network of measurements.
- c) Draw up inventories and promote the exchange of information on the sources of pollution mentioned in point (a) of this article.
- d) Prepare, for implementation by the Contracting Parties, each as far as it is concerned, benchmarks and an action programme including, in particular, measures aimed at all types of pollution sources, whether point or diffuse, to maintain and improve the quality of the water and more generally of the ecosystem.

- e) Carry out regular coordinated assessments of the effectiveness of the action programme mentioned in point (d) of this Article.
- f) Provide a framework for the exchange of information on the water policies of the Contracting Parties.
- g) Provide a framework for the exchange of information on projects requiring impact assessments and which have a significant transboundary impact on the quality of the Meuse, according to the legislation in force in the territory of the Contracting Parties.
- h) Promote cooperation and the exchange of information on the best available technologies.
- i) Encourage cooperation in the framework of scientific research programmes, particularly in the field of physical, chemical and ecological research and research on fish.
- j) Provide a framework for discussing actions on transboundary rivers and canals in the Meuse River basin.
- k) Give opinions or recommendations to the Contracting Parties on the co-operation under this Agreement.
- l) Organise cooperation between the various national or regional warning and alarm networks and promote the exchange of information in order to prevent and reduce the impact of accidental pollution.
- m) Cooperate with other International Commissions, which perform comparable tasks for similar aquatic systems.
- n) Draw up an annual activity report which shall be published, as well as any other report which it may deem useful.
- o) Deal with any other matter entrusted to it by the Contracting Parties by mutual agreement in the fields covered by this Agreement.

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## ARTICLE 6: COMPOSITION AND WORKING METHODS OF THE COMMISSION

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1. The Commission shall consist of delegations from the Contracting Parties. Each Contracting Party shall appoint a maximum of eight delegates, including a head of delegation. The appointments shall be made within three months of the entry into force of this of this Agreement. Delegations may be assisted at meetings by experts.
2. The chair of the Commission shall be held in turn by each Contracting Party for a period of two years. The Contracting Party holding the chair shall appoint one of the members of its delegation as President of the Commission. The Chairman shall not act as the spokesperson for his or her delegation during the meetings of the Commission.
3. The Commission shall meet once a year when convened by its President. It shall also meet at the request of at least two delegations. The Commission may hold some of its meetings at ministerial level. The Commission shall set up, as necessary, working groups to assist it in its tasks. The Commission shall adopt rules of procedure to organise its activities.
4. Decisions of the Commission shall be taken in the presence of all delegations of the Contracting Parties and by unanimity. The abstention of a single delegation shall not preclude unanimity. Each Contracting Party shall have one vote.

The Contracting Party whose territory is entirely outside the Meuse catchment area has the right to vote with regard to decisions which may affect its legitimate interests as a user of the Meuse waters for the abstraction of drinking water or its financial obligations under Article 8 of this Agreement.

In the event that the Government of the Kingdom of Belgium subsequently accedes to this Agreement, it shall have the right to vote in respect of decisions relating to matters which fall within the competence of the Federal State under the Belgian Constitution. In this case, and for these decisions, the Governments of the Belgian Regions shall not have the right to vote.

5. The working languages of the Commission are French and Dutch. In the event of accession to this Agreement, the Commission shall decide on the possible use of an additional working language.
6. The Commission shall have a permanent secretariat in Liège to assist it in its tasks.
7. In order to carry out the tasks entrusted to it under this Agreement, the Commission shall have 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.

The Commission shall decide on the recruitment and dismissal of staff and shall in particular have the power to enter into contracts for the performance of its tasks, to acquire and dispose of movable and immovable property and to institute legal proceedings.

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#### ARTICLE 7: OBSERVERS

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1. The Commission shall admit as observers and at their request:
  - a) any State which is not a Contracting Party to this Agreement and part of whose territory is situated in the Meuse catchment area;
  - b) the European Community.
2. The Commission may admit as an observer any Intergovernmental Organisation or Intergovernmental Commissions whose concerns are similar to its own.
3. Observers may participate in meetings of the Commission without the right to vote and may transmit to the Commission any information or report relating to the purpose of the Agreement.

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#### ARTICLE 8: FINANCING OF THE COMMISSION

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1. Each Contracting Party shall bear the costs of its representation in the Commission and in the working groups.
2. It shall bear the other costs of the Commission's activities, including the cost of the secretariat, according to the following distribution key:

- French Republic	:	16%
- Kingdom of the Netherlands	:	35%
- Walloon Region	:	35%
- Flemish Region	:	7%
- Brussels-Capital Region	:	7%

The Commission may, in the event of subsequent accession, withdrawal of a Contracting Party or activities it deems specific, adopt a different distribution key.

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## ARTICLE 9: ENTRY INTO FORCE

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1. Each Contracting Party shall notify the Government of the French Republic, appointed as the depositary of this Agreement, of the completion of the requisite internal procedures for the entry into force of this Agreement.
2. The depositary shall immediately confirm the date on which it has received the notifications and inform the other Contracting Parties. The Agreement shall enter into force on the first day of the second month following receipt of the last notification.

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## ARTICLE 10: SUBSEQUENT ACCESSION

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1. This Agreement shall be open to accession by any State referred to in Article 7, paragraph 1(a).
2. Instruments of accession shall be deposited with the Depositary, who shall immediately confirm the date on which notifications are received and inform the other Contracting Parties.
3. This Agreement shall enter into force for any State referred to in paragraph 1 of this article on the first day of the second month following the deposit of its instrument of accession.

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## ARTICLE 11: DENUNCIATION

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On the expiry of a period of three years after its entry into force, this Agreement may be denounced at any time with six months' notice by each Contracting Party by a declaration addressed to the Depositary.

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## ARTICLE 12: TEXTS BEING AUTHENTIC

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This Agreement, drawn up in a single copy in the French and Dutch languages, both texts being equally authentic, shall be deposited in the archives of the depositary, which shall deliver a certified copy to each of the Contracting Parties.

Done at Charleville Mézières, 26 April 1994

For the Government of the Brussels-Capital Region

For the Government of the Flemish Region

For the Government of the French Republic

For the Government of the Kingdom of the Netherlands

For the Government of the Walloon Region