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BELGIUM (BRUSSELS-CAPITAL, FLANDERS, WALLONIA REGIONAL GOVERNMENTS)-FRANCE-NETHERLANDS:
AGREEMENTS ON THE PROTECTION OF THE RIVERS MEUSE AND SCHELDT*
[Done at Charleville Mezieres, France, April 26, 1994]
+Cite as 34 I.L.M. 851 (1995)+

Introductory Note
by
Jean Milner

On March 28, 1994, in Liege, Belgium, separate Agreements on the Protection of the Scheldt and the Meuse were finalized between officials from France, the Netherlands and Belgium’s three regional governments (Flanders, Wallonia and Brussels-Capital), establishing two international Commissions to preserve and improve the quality of the rivers Meuse and Scheldt. The treaties were signed on April 26, 1994, in Charleville-Mezieres, France, by the aforementioned parties with the exception of Flanders. Flanders signed both treaties in Antwerp on January 17, 1995.

Representatives from Germany, Luxembourg and the Belgian federal government also attended the negotiations.1 Although all three have chosen observer status in the Commissions, the Meuse convention gives them the option of adhering to the treaty at a later stage. The Scheldt treaty gives only federal Belgium this option.2

For all the apparent progress made in international environmental law over the past twenty years, these Agreements are weak on public participation and public access to

1. Germany and Luxembourg both have territory in the Meuse Basin.

2. This is so as Germany and Luxembourg do not have territory in the Scheldt Basin.

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*[Reproduced from the English translation of the official French text in Documents du Conseil Regional Wallon, Session 1994-1995, 330, No. 1, pp. 11-26. The official Dutch versions may be found at Tractatenblad van het Koninkrijk der Nederlanden, 1994, No. 149, No. 150. The Introductory Note was prepared for International Legal Materials by Jean Milner, LL.M. Candidate in Environmental Law at The American University, Washington, D.C. The translation was provided to International Legal Materials by Marc Pallemerts, Legal Adviser to the Flemish Minister of Environment and Housing and member of the Flemish delegation to the negotiations, and by Fernando Gonzalez-Martin, Legal Consultant, Pan American Health Organization/World Health Organization.


Further information concerning these agreements may be obtained from: The French Ministry of Foreign Affairs, 37, Quai d’Orsay, 75700 Paris, France (tel: (33) (1) 431 75 353).]
information concerning the Commissions’ activities. Despite their foundation in the *Convention on the Protection and Use of Transboundary Watercourses and International Lakes* and the *Convention for the Protection of the Marine Environment of the North-East Atlantic* (both concluded in 1992), which significantly further the development of this branch of law by providing for substantial public access to information and for a broader involvement in commission functioning, the Meuse and Scheldt Agreements are disappointingly narrow in their construction. It should be noted, however, that riparian states of transboundary watercourses which are parties to the *Convention on the Protection and Use of Transboundary Watercourses and International Lakes* are bound by Art. 16 (on access to information) of this Convention independently of the conclusion of specific multilateral cooperation agreements for those watercourses.

**I.L.M. Content Summary**

AGREEMENT ON THE PROTECTION OF THE (RIVER) MEUSE - I.L.M Page 854

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ART. 1 Definitions - I.L.M. Page 854

[The Meuse; the Meuse river basin; the Meuse drainage area; the Commission]

ART. 2 Purposes of the Agreement - I.L.M. Page 854

[Establishment of the International Commission for the Protection of the Meuse against Pollution]

ART. 3 Principles of cooperation - I.L.M. Page 855

[Duty to take measures; guiding principles (precautionary principle; principle of preventive action; principle of containment and reduction of pollution at the source; polluter pays principle)]

ART. 4 Quality of the riverbed - I.L.M. Page 855

[Coordination of policies; duty to limit the dumping and discharge of dredged material]

ART. 5 Tasks of the Commission - I.L.M. Page 856

[Including: collection of data; preparation and implementation of an action plan; evaluation of action plan; promotion of exchanges of information and cooperation; issuance of advisory opinions, recommendations and an annual report]

ART. 6 Composition and operation of the Commission - I.L.M. Page 856

[Delegates; presidency; meetings; decisions; working languages (Dutch and French); permanent secretariat in Antwerp; legal personality]

ART. 7 Observers - I.L.M. Page 857

ART. 8 Budget of the Commission - I.L.M. Page 857

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[French and Dutch]

[Completed at Charleville Mezieres on 26 April 1994]

[Signatures]
AGREEMENT ON THE PROTECTION OF THE (RIVER) SCHELDT:

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

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

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

Convinced of the urgency of this task,

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

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

Have agreed on the following:

ARTICLE 1: Definitions.
The terms of this Agreement shall be understood in the following way:
a) The Scheldt: The Scheldt River, from its source to its mouth, including the coastal and western Scheldt.
b) The Scheldt river basin: The Scheldt, as well as all the waterways and canals which directly or indirectly run into it, where situated on the territory of the Contracting Parties.
c) The Scheldt drainage area: The area, the waters of which run into the Scheldt or its tributaries.

ARTICLE 2: Purposes of the Agreement.
1. In the spirit of the Helsinki Convention on the Protection and Use of Transboundary Watercourses and International Lakes, the Contracting Parties shall cooperate in a neighborly spirit, keeping in mind their common interests as well as each other's special interests, in order to preserve and improve the quality of the Scheldt.
2. For the purposes of international cooperation regarding the Scheldt, the Contracting Parties hereby establish an International Commission for the Protection of the Scheldt against Pollution.
ARTICLE 3: Principles of cooperation.

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

2. The Contracting Parties shall be guided by the following principles in their action:
   a) The precautionary principle, according to which action to avoid the release of dangerous substances which could have a significant transboundary impact, shall not be postponed on the grounds that scientific research has not fully proved the existence of a causal link between the discharge of those substances and a possible significant transboundary impact.
   b) The principle of preventive action according to which, in particular, clean technologies shall be used, under economically acceptable conditions.
   c) The principle of containment and reduction of pollution at the source, according to which the Contracting Parties shall strive to use the best available technology and the best environmental practices, under economically acceptable conditions, in order to reduce the discharge of dangerous substances from point, as well as diffuse, sources.
   d) The polluter pays principle according to which the costs of pollution prevention, control and reduction measures, shall be borne by the polluter.

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

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

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

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

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

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

ARTICLE 4: Quality of the riverbed.

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

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

ARTICLE 5: Tasks of the Commission.

The tasks of the Commission shall be the following:

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

b) To coordinate the monitoring programs of the Parties with respect to water quality, with a view to establishing a homogenous monitoring network.
c) To draw up inventories of and promote the exchange of information on the sources of pollution referred to in subparagraph (a).

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

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

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

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

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

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

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

k) To issue advisory opinions and recommendations to the Contracting Parties regarding cooperation under this Agreement;

l) To organize cooperation between the different national and regional warning and alert networks and to promote the exchange of information with a view to preventing and combating accidental pollution;

m) To cooperate with other international commissions having similar tasks with respect to neighboring aquatic systems;

n) To draw up an annual report of its activities which will be made available to the public, as well as any other type of report deemed necessary;

o) To deal with any other matters which the Contracting Parties shall entrust to it, of common accord, within the scope of this Agreement.

ARTICLE 6: Composition and operation of the Commission.

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

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

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

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

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

5. The working languages of the Commission are French and Dutch.

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

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

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

ARTICLE 7: Observers.

1. Upon request, the Commission shall admit as observers:
   a) any state not a party to this agreement whose territory is partly situated within the
drainage area of the Scheldt;
   b) the European Community.

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

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

ARTICLE 8: Budget of the Commission.

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

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

   - the Republic of France : 30%
   - Kingdom of the Netherlands: 10%
   - the Walloon region : 10%
   - the Flemish region : 40%
   - Brussels-Capital region : 10%

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

ARTICLE 9: Entry into force.

1. Each Signatory Party shall notify the Government of the French Republic, hereby
designated as Depositary of this Agreement, of the fulfillment of the required domestic
procedures necessary for this Agreement to enter into force.

2. The Depositary shall immediately confirm the date of reception of such notification
and inform the other Signatory Parties. The Agreement shall enter into force on the first day of
the second month following the receipt of the last notification.
ARTICLE 10: Subsequent accession.
1. The present Agreement is open to the accession of any state mentioned in Article 7, paragraph 1(a).
2. The instruments of accession shall be deposited with the Depositary who shall immediately confirm the reception date of the notification and shall inform the other Contracting Parties.
3. The present Agreement shall come into force for each state mentioned in paragraph 1 of the present article, on the first day of the second month following deposit of its instrument of accession with the Depositary.

ARTICLE 11: Termination.
Upon expiry of a three-year period after its entry into force, the present Agreement may be terminated at any time with 6 months notice by each Contracting Party, by means of a statement addressed to the Depositary.

ARTICLE 12: Equality of texts.
The present Agreement is drafted in one original in French and Dutch, both being equally authoritative. They shall be deposited in the archives of the Depositary who shall provide a certified copy to each of the Signatory Parties.

Completed in Charleville Mezieres, on 26 April 1994

For the Government of the Brussels Region,

For the Government of the Flemish Region,

For the Government of the Republic of France,

For the Government of the Kingdom of the Netherlands,

For the Government of the Walloon Region.