

# **AGREEMENT BETWEEN THE COUNCIL OF MINISTERS OF THE REPUBLIC OF ALBANIA AND THE GOVERNMENT OF THE REPUBLIC OF MACEDONIA FOR THE PROTECTION AND SUSTAINABLE DEVELOPMENT OF LAKE OHRID AND ITS WATERSHED.**

The Albanian and the Macedonian Government, hereinafter referred to as The Parties,

*Mindful* of the local, regional and global significance of Lake Ohrid as a site of exceptional environmental, economic, scientific, aesthetic and cultural value,

*Convinced* that an international agreement is essential to safeguard these values for present and future generations through a management approach that permits the Parties to protect and conserve Lake Ohrid and its watershed, while enabling the watershed's sustainable development,

*Conscious* of the need for a holistic approach to protecting water quality and conservation of the integrity of terrestrial and aquatic ecosystems of the Lake Ohrid Watershed;

*Recognizing* their relevant obligations under, in particular, the Convention concerning the Protection of World Cultural and Natural Heritage, the UN Convention on Biological Diversity, the Convention on Wetlands of International Importance, especially as Waterfowl habitats (the Ramsar Convention), the convention on Environmental Impact Assessment in a Transboundary Context (the Espoo Convention), The Convention on Access to Information, Public Participation in Decision-Making and Access to Justice in Environmental Matters (The Aarhus Convention), the Convention on the Conservation of Wild Flora and Fauna and their Habitats in Europe (The Berne Convention) and the Convention on the Conservation of the Migratory species (The Bonn Convention).

*Recalling* the Memorandum of Understanding of 29<sup>th</sup> November 1996 between the Albanian and Macedonian Governments regarding the Lake Ohrid Conservation Project, the Memorandum of Understanding of 7<sup>th</sup> September 2000 concerning Cooperation in the Field of Environmental Protection and Sustainable Development between the Macedonian Ministry of Environment and Physical Planning and the Albanian National Environmental Agency,

*Aiming* at further deepening of the cooperation for the protection of the Lake Ohrid and its watershed sustained by the experience gained through the construction of the collector system and the accompanying facilities and during the implementation of the Lake Ohrid Conservation Project,

*Have agreed* as follows:

**Article 1**  
Basic Objectives

Individually and in co-operation, the Parties shall work in order to:

1. Assure an equal and integrated protection as well as sustainable development for the Lake Ohrid and its watershed, according to the European Union standards
2. Give to the Lake and its watershed the status of World Cultural and Natural Heritage and the status of "Biosphere Reserve" of UNESCO;
3. Prepare the conditions for the approval of the Council of Europe's proposal to designate the Prespa-Ohrid area as one of only two Euro-regions in Southeastern Europe.

**Article 2**  
Definitions

For the purpose of this Agreement,

1. "Lake Ohrid watershed" refers to those surroundings catchments areas, including Lakes Prespa that are located within the territorial boundaries of the Parties to this Agreement.
2. "Prespa Lakes" refers to those portions of the Macro and Micro Prespa Lakes and their respective watersheds that are within the territorial boundaries of the Parties to this Agreement;
3. "Joint bodies" refers to those joint bodies (from the two countries) set up as part of the Lake Ohrid Conservation Project that include the Lake Ohrid Monitoring Task Force, the Watershed Management Committee and the **Organization of the Fishery Management** as well as the Prespa Park Coordinating Committee and any other bodies entrusted by the Parties with land-use or environmental management functions or responsibilities in the Lake Ohrid Watershed.

**Article 3**  
General Obligations

1. For the fulfillment of the objectives of Article 1 the Parties shall take the necessary measures, individually and in cooperation, to

- (a) Prevent, control and reduce pollution of the waters in the watershed;
- (b) Protect the soil from erosion, depletion, infections and pollution;
- (c) Protect the biodiversity by protecting especially the endemic, rare, threatened or endangered species of flora and fauna;
- (d) Prevent introduction and breeding non-autochthonous animal and plant species;
- (e) Ensure the sustainable use of natural resources of the watershed;
- (f) Avoid any serious damage of the cultural values and natural landscapes
- (g) Prevent and control the economic activities which cause or may cause negative impact in the Lake watershed

2. To this end, each Party shall:

(a) Accomplish harmonization of criteria and standards, strategies and regulations in preparing of spatial and urban plans and in the arable land use plans in order to ensure the watershed's land management according to the principle of sustainable development;

b) Approve and apply faithfully the environmental standards and criteria of the watershed as described in Article 4;  
c) Expedite the full and effective realization of the watershed community individuals' rights for access to environmental information, public participation in decision making in environmental matters, and access to justice for environmental matters.

d) Establish and maintain an effective system of monitoring in order to keep under control the environmental state and quality of the Lake and its watershed.

#### **Article 4**

##### **Lake Ohrid Watershed Environmental Standards and Criteria**

1. The Parties to this Agreement, with assistance from the Committee as described in Article 5, shall set out exact criteria, standards, limits, and objectives for the protection, conservation as well as sustainable development of the Lake Ohrid Watershed in order to achieve the basic objectives of Article 1.
2. For this purpose, they shall establish separate technical documents that:
  - (a) Implement the legal commitment toward the application of international norms and standards and the ones of the European Union for the protection and conservation of the Lake and its watershed;
  - (b) Adjust relevant national environmental standards and criteria to local conditions and requirements of the watershed;
  - (c) Require the use of best available technology and contemporary environmental practices.

#### **Article 5**

##### **The Lake Ohrid Watershed Committee**

1. In order to assure effectiveness in the achievement of the objectives and commitments specified in this agreement, the Parties agree to establish the Lake Ohrid Watershed Committee.

2. As a **bilateral body**, the Committee:

- \*Monitors the ongoing of the activities carried out for the protection of the lake and its watershed;
- \*Suggests to the Parties the necessary measures and activities for the implementation of the Agreement, invites them to cooperate, to coordinate and carry joint projects;
- \*Evident actions and attitudes of the Parties in contradiction with this Agreement.

3. The Committee shall be composed of an equal number of members from each Party. The Committee shall include three titular of central governmental institutions appointed by the Respective Governments, three titular of local governments institutions and one representative of civil society. There shall be one non-voting representative of the international donor community.

**4. Depending on the theme of the meeting the Committee invites relevant experts at its meetings.**

5. The Committee shall meet in ordinary meetings once every six months. An extraordinary Committee meeting shall be called at the request of a simple majority of its members. The meetings will be held once in Albania and once in Macedonia.

6. At its first meeting the Committee shall appoint the Chairman and the Secretary, shall approve its regulation of internal organization and functioning. One copy of this regulation is given to the Parties. The Chairman and the Secretary have one-year mandate with rotation of the Parties.

7. The Committee shall serve in the capacity of a intergovernmental body which will keep relations with donors in order to gain projects and donations, to be used for the implementation of this Agreement.

8. The Committee shall prepare and publish the annual Report of the state of environment for the watershed's area, including in the Report one section where its work is described.

9. The Committee shall be formed within three months on exchanging the instrument for ratification of the Agreement between the two Parties.

#### **Article 6**

##### **Specific Committee Functions**

1. The Committee assists the Parties for:

- (a) Drafting and application of standards, environmental criteria and the requirements of the sustainable development on which basis will be accomplished the integrated protection of the lake and its watershed as well as the special protection of the land, water, air, natural resources, biological diversity, urban environment, natural landscapes and cultural values;
- (b) Completing the legal regulatory framework of the watershed area;
- (c) Drafting and application of strategies, programs and action plans to be implemented on the lake and its watershed;

- (d) Drafting of the program and the application of effective systems of monitoring in order to keep under control the state of environment and the quality of the lake and of the watershed;
- (e) Gathering, elaboration and publication of environmental information on Ohrid Lake and its watershed;
- (g) Preparation of activities for creating conditions to designate the Prespa- Ohrid area as one of only two Euro-regions in Southeastern Europe.
- (f) Increasing of public, NGO-s and other stakeholders' participation to the protection of the lake and its watershed.

2.The Committee gives recommendations and opinions to each of the Parties, on the basis of prior provision of opinion by the mutual bilateral subcommittees in the specific areas, in order to implement the requirements of the Agreement and strengthen the entire effectiveness in regard to:

- i) the spatial plans of the respective part of the Ohrid Lake's watershed
- ii) the status of legislative and regulative measures related to the Ohrid Lake's watershed
- iii) the relevant programs for development, policy and decisions of the governmental and self-government, which affect or may affect the goals and objectives of this Agreement;

3.The Committee gathers any available information related to the lake and watershed, asks for and receives propositions from governmental institutions, bilateral bodies and NGO-s in order to improve its work and to increase the commitment of the Parties toward the implementation of the Agreement.

### **Article 7**

#### **Committee Decisions**

- 1. The Committee shall decide by consensus. In case consensus is not reached, the Parties shall refer the issue for settlement to the respective Governments.
- 2. The Committee addresses its decisions to the Parties as recommendations by setting time limits for implementation of its decisions by the Parties.
- 3.Each Party shall implement Committee decisions in accordance with national law and report regularly to the Committee on measures taken for their implementation.
- 4.In the event that a Party is unable or only partly able to implement a Committee decision, it shall inform the Committee to this effect, explain the reasons for the non-application and propose the way and the time of the implementation.
- 5.The Committee keeps a register of the decisions taken.

### **Article 8**

#### **The Committee's Secretariat**

- 1.The Committee is assisted by the Secretariat while fulfilling its duties.
- 2.The Secretariat is a technical body depending from the Committee and acts in the name and for the Committee. Is the Secretariat's task to:

- a) Prepare the Committee meetings;
- b) Draft and administrate the documentation related to the Committee and Secretariat activity;
- c) Draft, disseminate and follow the implementation of the Committee's decisions;
- d) Gather and elaborate data and information;
- e) Prepare studies, analysis and projects;
- f) Publish and disseminate the meeting's materials;
- g) Keep the relations of the Committee with central and local institutions of the Parties, with bilateral bodies, with research and scientific institutions of the Parties, with NGO-s, with donors and international environmental bodies;
- h) Keep the economic-financial documentation;
- i) Make sensitization and awareness activities;
- j) Fulfill the tasks defined in its regulation and other tasks assigned by the Committee.

- 1.The Head of the Secretariat is the Secretary of the Committee.
- 2. The Secretariat submits the Report of its work for the period between the two meetings in each meeting of the Committee.
- 3.The Secretariat is constituted by 1 member from each of the Parties at least.
- 4.The Secretariat is established in Ohrid city, Republic of Macedonia
- 5.The costs for providing premises and their maintenance are borne by the Macedonian Party

6. The equipment and all necessary technical goods, means needed for suitable starting work conditions to the Secretariat are provided by the Macedonian Party.

7. Each Party shall bear the financial costs of its own representatives appointed as members of the Secretariat.

8. Each Party is obliged to provide a budget for covering the costs of the joint expenses arising from the regular work of the Secretariat;

#### **Article 9**

##### **Expenses**

1. Each Party shall bear the expenses associated with the participation of its representatives in the meetings of the Committee.

**2. The Party in whose territory will be organized the Committee meeting shall bear the expenses of the meeting's organization.**

#### **Article 10**

##### **Amendments to the Agreement**

1. Each Party may propose amendments to this Agreement.

2. Proposals for amendments shall be considered at the annual meeting of the Committee or at any extraordinary Committee meeting specifically called for this purpose.

3. An amendment to the present Agreement shall enter into force for the Parties upon the exchange of their instruments of acceptance of the amendment.

#### **Article 11**

##### **Dispute Settlement**

1. In case of a dispute between the Parties regarding the interpretation or application of this Agreement, the Parties shall seek a solution by negotiation or by any other means of dispute settlement acceptable to them.

2. In the event of a failure to reach a settlement in accordance with paragraph 1 of this Article, **the dispute shall be settled through diplomatic channels.**

#### **Article 12**

##### **Entry into Force**

**This Agreement shall enter into force the day of the reception of the last written notification by which the Parties shall notify the entry into force of the law that ratifies the Agreement.**

#### **Article 13**

##### **Duration of Agreement**

This Agreement shall remain in force indefinitely unless one of the Parties, through diplomatic channels, notifies its desire to denounce it, in which case the Agreement shall terminate six months after the date of such written notification. Unless otherwise agreed, such termination shall not affect the validity of any arrangements or project made under this Agreement.

#### **Article 14**

##### **Authentic Text**

This Agreement is done in English, Albanian and Macedonian languages. In case of divergences between the texts, the English version shall be regarded as authentic.

IN WITNESS THEREOF the undersigned, being duly authorized thereto, have signed this Agreement

**Signed in Skopje, on June 17th 2004**