

Agreement¹ Between the Government of
the People's Republic of China and
the Government of Mongolia
on the Protection and Utilization of Transboundary Waters
DONE AT ULAANBAATAR ON 29 APRIL 1994²

The Government of the People's Republic of China and the Government of Mongolia (hereinafter referred to as the Two Contracting Parties), with a view to developing good-neighborly relations and cooperation in the protection and rational utilization of transboundary waters on the basis of equality and mutual benefit, and in accordance with the Treaty Between the Government of the People's Republic of China and the Government of the People's Republic of Mongolia on Sino-Mongolian Boundary System and Settlement of Boundary Questions signed on 28 November 1988, have decided to conclude the present Agreement which embodies the following articles:

Article 1

So far as the present Agreement is concerned, transboundary waters refers to:

1. Halaha River, Kerulen River, Bor Nor Lake and Bulgan River;
2. Lakes, rivers, streams and other water that straddle or rest on the boundary line between the two countries.

Article 2

For the purpose of protection and equitable and rational use of transboundary waters, the Two Contracting Parties may conduct cooperation in the following fields:

1. Investigation and survey of dynamics, resources and quality of boundary waters;

¹ Separate publication

² Came into force on 16 January 1995

2. Examination and measurement of changes of the boundary lake and river basins;

3. Investigation, protection and development of transboundary waters and aquatic animal and plant resources;

4. Monitoring and reduction of pollution to the transboundary waters;
and

5. Maintenance and rational use of water conservation projects and flood-prevention facilities involving transboundary waters.

Article 3

For the implementation of the cooperation provided for in Article 2 of this Agreement, the Two Parties may conduct the following activities:

1. Monitoring of the quality, dynamics and resources of the transboundary waters and changes of the boundary rivers and lakes and their basins at stations, posts or locations designated by the Two Parties;

2. Technological exchanges including exchanges of technical materials, information and maps within the framework of cooperation;

3. Joint investigation and survey by delegations and experts; and

4. Establishment of joint research and experiment centers or groups.

Article 4

1. The Two Contracting Parties should jointly protect the ecological system of the transboundary waters and develop and utilize transboundary waters in a way that should not be detrimental to the other side. Any development and utilization of transboundary waters should follow the principle of fairness and equability without impeding any reasonable use of transboundary waters.

2. The Two Contracting Parties shall conduct economic activities for the development and utilization of transboundary waters in accordance with the agreement reached at the meetings of the Joint Committee on Transboundary Waters as provided for in Article 10 of this Agreement.

Article 5

1. The Two Contracting Parties have agreed to cooperate in the protection, development and utilization of Bor Nor and its fish resources.

2. The Two Contracting Parties will jointly work out technologies for the breeding and protection of fish resources in Bor Nor.

3. The Two Contracting Parties have agreed to hold separate consultations on the question of fishing in Bor Nor.

Article 6

The Two Contracting Parties shall take measures to prevent, mitigate and eliminate the possible damages to the quality, resources and natural dynamics of the transboundary waters and aquatic animals and plants caused by natural or human factors such as flood, ice run and industrial accident.

Article 7

The Two Contracting Parties will decide through consultation the annual consumption of the transboundary waters. They shall adopt effective measures to avoid activities on either side of the boundary that lead to the exceeding of the designated amount of annual water consumption.

Article 8

The Two Contracting Parties will decide through consultation the stations, posts and sites designed for joint investigation and survey of the boundary waters and the content, quantity and time of the planned exchange of data.

Article 9

The Two Contracting Parties may utilize freely the results of the cooperation conducted and the data and technological information exchanged according to the Agreement. However, neither party shall transfer them to a third party unless permitted by the other party.

Article 10

The Two Contracting Parties shall each appoint one representative and two deputy representatives to form the Joint Committee on Transboundary Waters to take charge of handling matters related to the implementation of this Agreement.

Article 11

The Joint Committee on Transboundary Waters convenes biannually in the two countries alternately to discuss the implementation of this Agreement and matters related to transboundary waters. Sessions shall be convened and chaired by the representative of the host country. Experts may participate as assistant to representatives. Every meeting shall produce a minute done in duplicate in the Chinese and Mongolian languages to report to the two governments. Experts' meeting may be held if necessary.

Article 12

The sending Party shall bear the expenses of international travel of its delegations and experts sent in accordance with this Agreement and the receiving Party shall cover the expenses of board and lodging and local transport during their work in its territory.

Article 13

The Two Contracting Parties may amend or supplement this Agreement through consultation.

Article 14

The Two Contracting Parties shall resolve the problems in the implementation of this Agreement through friendly consultation.

Article 15

The present Agreement shall enter into force as of the date on which the two Contracting Parties notify each other, by an exchange of notes, of the completion of necessary legal procedures in accordance with their respective domestic laws and shall be valid for a period of ten years. It shall be renewable automatically for a period of five years and shall be renewable accordingly thereafter unless either Party requests its termination by serving a written notice to the other Party one year prior to the date of expiration

Done in duplicate in Ulaanbaatar on 29 April 1994 in the Chinese and Mongolian languages, both texts being equally authentic.

(Signed)

For the Government of the
People's Republic of China

(Signed)

For the Government of
Mongolia