2002 ASEAN AGREEMENT ON TRANSBOUNDARY HAZE POLLUTION

1.The objective of this Agreement is to prevent and monitor transboundary haze pollution as a result of land and/or forest fires which should be mitigated, through concerted national efforts and intensified regional and international co-operation. This should be pursued in the overall context of sustainable development and in accordance with the provisions of this Agreement.

2.The Parties shall be guided by the following principles in the implementation of this Agreement:

3.The Parties have, in accordance with the Charter of the United Nations and the principles of international law, the sovereign right to exploit their own resources pursuant to their own environmental and developmental policies, and the responsibility to ensure that activities within their jurisdiction or control do not cause damage to the environment and harm to human health of other States or of areas beyond the limits of national jurisdiction.

4.The Parties shall, in the spirit of solidarity and partnership and in accordance with their respective needs, capabilities and situations, strengthen co-operation and co-ordination to prevent and monitor transboundary haze pollution as a result of land and/or forest fires which should be mitigated.

5.The Parties should take precautionary measures to anticipate, prevent and monitor tranboundary haze pollution as a result of land and/or forest fires which should be mitigated, to minimise its adverse effects. Where there are threats of serious or irreversible damage from transboundary haze pollution, even without full scientific certainty, precautionary measures shall be taken by Parties concerned.

6.The Parties should manage and use their natural resources, including forest and land resources, in an ecologically sound and sustainable manner.

7.The Parties, in addressing transboundary haze pollution, should involve, as appropriate, all stakeholders, including local communities, non-governmental organisations, farmers and private enterprises.

8.In pursuing the objective of this Agreement, the Parties shall Co-operate in developing and implementing measures to prevent and monitor transboundary haze pollution as a result of land and/or forest fires which should be mitigated, and to control sources of fires, including by the identification of fires, development of monitoring, assessment and early warning systems, exchange of information and technology, and the provision of mutual assistance.

9.In pursuing the objective of this Agreement, the Parties shall When the transboundary haze pollution originates from within their territories, respond promptly to a request for relevant information or consultations sought by a State or States that are or may be affected by such transboundary haze pollution, with a view to minimising the consequences of the transboundary haze pollution.

10.In pursuing the objective of this Agreement, the Parties shall Take legislative, administrative and/or other measures to implement their obligations under this Agreement.

11.The ASEAN Co-ordinating Centre for Transboundary Haze Pollution Control, hereinafter referred to as “the ASEAN Centre”, is hereby established for the purposes of facilitating operation and co-ordination among the Parties in managing the impact of land and/or forest fires in particular haze pollution arising from such fires.

12.The ASEAN Centre shall work on the basis that the national authority will act first to put out the fires. When the national authority declares an emergency situation, it may make a request to the ASEAN Centre to provide assistance.

13.A Committee composed of representatives of the national authorities of the Parties shall oversee the operation of the ASEAN Centre.

14.The ASEAN Centre shall carry out the functions as set out in Annex and any other functions as directed by the Conference of the Parties.

15.Each Party shall designate one or more Competent Authorities and a Focal Point that shall be authorised to act on its behalf in the performance of the administrative functions required by this Agreement.

16.Each Party shall inform other Parties and the ASEAN Centre, of its Competent Authorities and Focal Point, and of any subsequent changes in their designations.

17.The ASEAN Centre shall regularly and expeditiously provide to Parties and relevant international organisations the information referred to in paragraph 2 above.

18.Each Party shall take appropriate measures to monitor: all fire prone areas, all land and/or forest fires, the environmental conditions conducive to such land and/or forest fires, and haze pollution arising from such land and/or forest fires.

19.Each Party shall designate one or more bodies to function as National Monitoring Centres, to undertake monitoring referred to in paragraph 1 above in accordance with their respective national procedures.

20.The Parties, in the event that there are fires, shall initiate immediate action to control or to put out the fires.

21.Each Party shall ensure that its National Monitoring Centre, at agreed regular intervals, communicates to the ASEAN Centre, directly or through its Focal Point, data obtained relating to fire prone areas, land and/or forest fires, the environmental conditions conducive to such land and/or forest fires, and haze pollution arising from such land and/or forest fires.

22.The ASEAN Centre shall receive, consolidate and analyse the data communicated by the respective National Monitoring Centres or Focal Points.

23.On the basis of analysis of the data received, the ASEAN Centre shall, where possible, provide to each Party, through its Focal Point, an assessment of risks to human health or the environment arising from land and/or forest fires and the resulting transboundary haze pollution.

24.Each Party shall undertake measures to prevent and control activities related to land and/or forest fires that may lead to transboundary haze pollution, which include: Developing and implementing legislative and other regulatory measures, as well as programmes and strategies to promote zero burning policy to deal with land and/or forest fires resulting in transboundary haze pollution; Developing other appropriate policies to curb activities that may lead to land and/or forest fires; Identifying and monitoring areas prone to occurrence of land and/or forest fires; Strengthening local fire management and firefighting capability and co-ordination to prevent the occurrence of land and/or forest fires; Promoting public education and awareness-building campaigns and strengthening community participation in fire management to prevent land and/or forest fires and haze pollution arising from such fires; Promoting and utilising indigenous knowledge and practices in fire prevention and management; and Ensuring that legislative, administrative and/or other relevant measures are taken to control open burning and to prevent land clearing using fire.

25.The Parties shall, jointly or individually, develop strategies and response plans to identify, manage and control risks to human health and the environment arising from land and/or forest fires and related haze pollution arising from such fires.

26.The Parties shall, as appropriate, prepare standard operating procedures for regional co-operation and national action required under this Agreement.

27.Each Party shall ensure that appropriate legislative, administrative and financial measures are taken to mobilise equipment, materials, human and financial resources required to respond to and mitigate the impact of land and/or forest fires and haze pollution arising from such fires.

28.Each Party shall forthwith inform other Parties and the ASEAN Centre of such measures.

29.If a Party needs assistance in the event of land and/or forest fires or haze pollution arising from such fires within its territory, it may request such assistance from any other Party, directly or through the ASEAN Centre, or, where appropriate, from other States or international organisations.

30.Assistance can only be employed at the request of and with the consent of the requesting Party, or, when offered by another Party or Parties, with the consent of the receiving Party.

31.Each Party to which a request for assistance is directed shall promptly decide and notify the requesting Party, directly or through the ASEAN Centre, whether it is in a position to render the assistance requested, and of the scope and terms of such assistance.

32.Each Party to which an offer of assistance is directed shall promptly decide and notify the assisting Party, directly or through the ASEAN Centre, whether it is in a position to accept the assistance offered, and of the scope and terms of such assistance.

33.The requesting Party shall specify the scope and type of assistance required and, where practicable, provide the assisting Party with such information as may be necessary for that Party to determine the extent to which it is able to meet the request. In the event that it is not practicable for the requesting Party to specify the scope and type of assistance required, the requesting Party and assisting Party shall, in consultation, jointly assess and decide upon the scope and type of assistance required.

34.The Parties shall, within the limits of their capabilities, identify and notify the ASEAN Centre of experts, equipment and materials which could be made available for the provision of assistance to other Parties in the event of land and/or forest fires or haze pollution resulting from such fires as well as the terms, especially financial, under which such assistance could be provided.

35.Unless otherwise agreed The requesting or receiving Party shall exercise the overall direction, control, co-ordination and supervision of the assistance within its territory. The assisting Party should, where the assistance involves personnel, designate in consultation with the requesting or receiving Party, the person or entity who should be in charge of and retain immediate operational supervision over the personnel and the equipment provided by it. The designated person or entity should exercise such supervision in co-operation with the appropriate authorities of the requesting or receiving Party.

36.Unless otherwise agreed The requesting or receiving Party shall provide, to the extent possible, local facilities and services for the proper and effective administration of the assistance. It shall also ensure the protection of personnel, equipment and materials brought into its territory by or on behalf of the assisting Party for such purposes.

37.Unless otherwise agreed A Party providing or receiving assistance in response to a request referred to in paragraph (1) above shall co-ordinate that assistance within its territory.

38.The requesting or receiving Party shall accord to personnel of the assisting Party and personnel acting on its behalf, the necessary exemptions and facilities for the performance of their functions.

39.The requesting or receiving Party shall accord the assisting Party exemptions from taxation, duties or other charges on the equipment and materials brought into the territory of the requesting or receiving Party for the purpose of the assistance.

40.The requesting or receiving Party shall facilitate the entry into, stay in and departure from its territory of personnel and of equipment and materials involved or used in the assistance.

41.Each Party shall, at the request of the Party concerned, seek to facilitate the transit through its territory of duly notified personnel, equipment and materials involved or used in the assistance to the requesting or receiving Party.

42.In order to increase the preparedness for and to mitigate the risks to human health and the environment arising from land and/or forest fires or haze pollution arising from such fires, the Parties shall undertake technical co-operation in this field, including the following Facilitate mobilisation of appropriate resources within and outside the Parties; Promote the standardisation of the reporting format of data and information; Promote the exchange of relevant information, expertise, technology, techniques and know-how; Strengthen and enhance the technical capacity of the Parties to implement this Agreement.

43.The ASEAN Centre shall facilitate activities for technical cooperation as identified in paragraph 1 above.

44.The Parties shall individually or jointly, including in co-operation with appropriate international organisations, promote and, whenever possible, support scientific and technical research programmes related to the root causes and consequences of transboundary haze pollution and the means, methods, techniques and equipment for land and/or forest fire management, including firefighting.

45.A Conference of the Parties is hereby established. The first meeting of the Conference of the Parties shall be convened by the Secretariat not later than one year after the entry into force of this Agreement. Thereafter, ordinary meetings of the Conference of the Parties shall be held at least once every year, in as far as possible in conjunction with appropriate meetings of ASEAN.

46.Extraordinary meetings shall be held at any other time upon the request of one Party provided that such request is supported by at least one other Party.

47.The Conference of the Parties shall keep under continuous review and evaluation the implementation of this Agreement and to this end shall: Take such action as is necessary to ensure the effective implementation of this Agreement; Consider reports and other information which may be submitted by a Party directly or through the Secretariat; Consider and adopt protocols in accordance with the Article 21 of this Agreement; Consider and adopt any amendment to this Agreement;

48.The functions of the Secretariat shall include: Arrange for and service meetings of the Conference of the Parties and of other bodies established by this Agreement; Transmit to the Parties notifications, reports and other information received in accordance with this Agreement; Consider inquiries by, and information from, the Parties, and to consult with them on questions relating to this Agreement;

49.The ASEAN Secretariat shall serve as the Secretariat to this Agreement.

50.A Fund is hereby established for the implementation of this Agreement.

51.It shall be known as the ASEAN Transboundary Haze Pollution Control Fund.

52.The Fund shall be administered by the ASEAN Secretariat under the guidance of the Conference of the Parties.

53.The Parties shall, in accordance with the decisions of the Conference of the Parties, make voluntary contributions to the Fund.

54.The Fund shall be open to contributions from other sources subject to the agreement of or approval by the Parties.

55.The Parties may, where necessary, mobilise additional resources required for the implementation of this Agreement from relevant international organisations, in particular regional financial institutions and the international donor community.

56.The Parties shall co-operate in the formulation and adoption of protocols to this Agreement, prescribing agreed measures, procedures and standards for the implementation of this Agreement.

57.The Conference of the Parties may, at ordinary meetings, adopt protocols to this Agreement by consensus of all Parties.

58.The text of any proposed protocol shall be communicated to the Parties by the Secretariat at least six months before such a session.

59.The requirements for the entry into force of any protocol shall be established by that instrument.

60.Any Party may propose amendments to the Agreement.

61.The text of any proposed amendment shall be communicated to the Parties by the Secretariat at least six months before the Conference of the Parties at which it is proposed for adoption. The Secretariat shall also communicate proposed amendments to the signatories to the Agreement.

62.Amendments shall be adopted by consensus at an ordinary meeting of the Conference of the Parties.

63.Amendments to this Agreement shall be subject to acceptance. The Depositary shall circulate the adopted amendment to all Parties for their acceptance. The amendment shall enter into force on the thirtieth day after the deposit with the Depositary of the instruments of acceptance of all Parties.

64.After the entry into force of an amendment to this Agreement any new Party to this Agreement shall become a Party to this Agreement as amended.

65.Annexes to this Agreement shall form an integral part of the Agreement and, unless otherwise expressly provided, a reference to the Agreement constitutes at the same time a reference to the annexes thereto.

66.Annexes shall be adopted by consensus at an ordinary meeting of the Conference of the Parties.

67.Any Party may propose amendments to an Annex.

68.Amendments to an Annex shall be adopted by consensus at an ordinary meeting of the Conference of the Parties.

69.Annexes to this Agreement and amendments to Annexes shall be subject to acceptance. The Depositary shall circulate the adopted Annex or the adopted amendment to an Annex to all Parties for their acceptance. The Annex or the amendment to an Annex shall enter into force on the thirtieth day after the deposit with the Depositary of the instruments of acceptance of all Parties.

70.The first Conference of the Parties shall by consensus adopt rules of procedure for itself and financial rules for the ASEAN Transboundary Haze Pollution Control Fund to determine in particular the financial participation of the Parties to this Agreement.

71.The Parties shall transmit to the Secretariat reports on the measures taken for the implementation of this Agreement in such form and at such intervals as determined by the Conference of the Parties.

72.The provisions of this Agreement shall in no way affect the rights and obligations of any Party with regard to any existing treaty, convention or agreement to which they are Parties.

73.Any dispute between Parties as to the interpretation or application of, or compliance with, this Agreement or any protocol thereto, shall be settled amicably by consultation or negotiation.

74.This Agreement shall be subject to ratification, acceptance, approval or accession by the Member States. It shall be opened for accession from the day after the date on which the Agreement is closed for signature. Instruments of ratification, acceptance, approval or accession shall be deposited with the Depositary.

75.This Agreement shall enter into force on the sixtieth day after the deposit of the sixth instrument of ratification, acceptance, approval or accession.

76.For each Member State ratifying, accepting, approving or acceding to the Agreement after the deposit of the sixth instrument of ratification, acceptance, approval or accession, the Agreement shall enter into force on the sixtieth day after the deposit by such Member State of its instrument of ratification, acceptance, approval or accession.

77.Unless otherwise expressly provided by this Agreement no reservations may be made to the Agreement.

78.This Agreement shall be deposited with the Secretary General of ASEAN, who shall promptly furnish each Member State a certified copy thereof.

79.This Agreement shall be drawn up in the English language, and shall be the authentic text.