

# Agreement Between the Government of the Federal Republic of Yugoslavia and the Government of the People's Republic of Albania Concerning Water Economy Questions, Together With the Statue of the Yugoslav-Albanian Water Economic Commission and With the Protocol Concerning Fishing in Frontier Lakes and Rivers

Signed at Belgrade, 5 December 1956; in force, 6 August 1957

The Government of the Federal People's Republic of Yugoslavia and the Government of the People's Republic of Albania, in order to settle questions of water economy on watercourses which form the State frontier and watercourses, lakes and water systems intersected by the State frontier, have decided to conclude an Agreement....

## Article 1

1. The Contracting Parties undertake, pursuant to the provisions of this Agreement, to examine and to resolve by agreement all questions of water economy, including measures and works which may affect the quantity and quality of the water and which are of interest to both or either of the Contracting Parties, having due regard to the maintenance of a common policy in water economy relations and recognizing the rights and obligations arising out of such policy.

2. The provisions of this Agreement shall apply to all water economy questions, measures and works on watercourses which form the State frontier and watercourses, lakes and water systems which are intersected by the State frontier (especially Lake Ohrid, the Crni Drim, the Beli Drim, Lake Skadar and the Bojana), and which are of interest to both Contracting Parties, and in particular to:

1. The utilization of water power;
2. The regulation and canalization of watercourses and lakes and the maintenance of their beds;
3. The discharge of water, drainage and similar measures;
4. Protection against flooding;
5. Storage and retention works,
6. Water supply and pipe-laying;
7. Navigation;
8. Ground water;
9. Protection against soil erosion;
10. The utilization of water in agriculture;

11. Hydrological studies, the preparation of projects and the execution of work;
  12. Fishing;
  13. The apportionment of the cost of survey, planning and construction works, and of operation and maintenance;
  14. The exchange of data and plans and of information on the above questions; and
  15. The exchange of data on water levels.
3. The expression "water system" shall mean, in this Agreement, all watercourses (surface or underground, natural or artificial), installations, measures and works which may affect watercourses from the standpoint of water economy, and installations forming or intersected by the State frontier.
4. The expression "water economy" shall mean, in this Agreement, everything covered by the sense of the French expression "regime des eaux".
5. The question of fishing shall be regulated by a separate Protocol which shall constitute annex II to this Agreement.

#### Article 2

The Contracting Parties undertake:

1. By agreement, each in its own territory and jointly in the case of watercourses which form the State frontier and watercourses, lakes and water systems intersected by the State frontier, to maintain in good condition the beds of watercourses and lakes and all installations and structures thereon, in so far as they are of interest to both Parties.
2. To effect the coordinated management and operation of installations and structures, with due regard to the interests of both Parties.
3. By agreement, to modify existing installations or to erect new installations and to initiate new works and measures in the territory of either Contracting Party for the purpose of changing the water economy relations on watercourses which form the State frontier and watercourses, lakes and water systems intersected by the State frontier.

#### Article 3

1. Where both or either of the Contracting Parties participate in planning, erecting, maintaining and operating new installations and structures in the interests of both Contracting Parties, the question of the apportionment of expenses and of the method of payment shall be settled by agreement between the Contracting Parties.

2. The entire cost of erecting and maintaining installations and structures, and of carrying on operations, measures and works, in the territory of one Contracting Party for the sole benefit of the other Contracting Party shall be borne by the interested Party.

#### Article 4

1. Questions arising out of the provisions of this Agreement, and measures and works undertaken pursuant thereto, shall fall within the competence of the Yugoslav-Albanian Water Economy Commission (hereinafter referred to as the Commission) which shall be established for this purpose. The composition, terms of reference and procedure of the Commission shall be as laid down in the Statute, which shall constitute an integral part of this Agreement as annex I.

2. The Commission shall, as necessary, draw up joint regulations for protection against flooding and other regulations. Such regulations shall be approved by the Governments of the Contracting Parties before their entry into force.

#### Article 5

1. The necessary construction materials and fuel for the execution of works under this Agreement, which are transferred from the territory of one Contracting Party to the territory of the other Contracting Party, shall be exempt from all import and export taxes and from all import and export restrictions.

2. The necessary equipment for the execution of works (machinery, vehicles, tools and the like) shall be provisionally exempt from taxes provided that the articles concerned are declared to the customs authorities for identification and are returned within the time-limit laid down by the customs authority. The deposit of security for this purpose shall not be required. The appropriate taxes shall be payable in respect of any articles not returned within the prescribed time-limit. Where any such article is completely worn out and thus rendered unusable, and consequently cannot be returned, the question shall be examined separately.

3. The two Contracting Parties guarantee to facilitate for each other the customs procedure for the transit of construction materials and fuel, and of equipment for the execution of works, which are exempt from taxes.

4. Construction materials, fuel and equipment for the execution of works shall be subject to customs supervision and examination by the Contracting Parties.

5. The Commission shall determine in each individual case the extent, and the conditions for the enjoyment, of the privileges provided for in this article of the Agreement.

#### Article 6

The Contracting Parties undertake, each in its own territory, to preserve and maintain and, where necessary, to augment or renew, such permanent benchmarks and datum marks along the frontier as are necessary for the purpose of works on the waters. Both Contracting Parties may use these marks. If it is necessary to cross the State frontier in order to use the said marks, the provisions of article 7 of this Agreement shall apply.

#### Article 7

For the purpose of applying and giving effect to the provisions of this Agreement, the members of the Commission and experts of the water economy services of the Contracting Parties shall be supplied with official passports and official visas.

For the purpose of deciding upon joint measures or of carrying out joint works, such persons as either Contracting Party may designate shall meet at the State frontier at a place and time to be determined in each specific case by agreement between the competent local authorities of the Contracting Parties.

The persons referred to in the preceding paragraph shall be supplied with special passes issued by the competent authorities of the Contracting Parties and endorsed for passage across the frontier by the competent local authorities of the Contracting Party into whose territory the crossing is made.

Detailed provisions for the issue of special passes for crossing the State frontier shall be drawn up by the Commission and submitted to the Governments of the Contracting Parties for approval.

#### Article 8

The local authorities of the Contracting Parties shall advise each other, by the quickest possible means, of any danger from high water and of any other impending danger which may arise on watercourses which form the State frontier and watercourses, lakes and water systems intersected by the State frontier.

#### Article 9

Questions on which the Commission fails to reach agreement shall be transmitted by the Commission to the Governments of the Contracting Parties for decision.

#### Article 10

Any dispute between the Contracting Parties relating to the application and interpretation of this Agreement shall, unless the two parties to the dispute agree upon some other mode of settlement, be submitted at the request of either Contracting Party to a commission composed of two

representatives of each Party. If this commission fails to reach agreement, the dispute shall be settled directly by the Governments of the two Contracting Parties.

#### Article 11

This Agreement shall be ratified. The instruments of ratification shall be exchanged at Tirana.

The Agreement shall enter into force on the date of the exchange of the instruments of ratification.

#### Article 12

The Agreement shall remain in force for a term of five (5) years from the date of its entry into force. Unless it is denounced by either Contracting Party one year before the expiry of the term of five (5) years, the Agreement shall be extended automatically, subject to denunciation by either Contracting Party at one (1) year's notice.

### **ANNEX I**

#### **STATUTE OF THE YUGOSLAV-ALBANIAN WATER ECONOMY COMMISSION**

##### Article I

The functions and terms of reference of the Commission shall comprise all matters placed within its competence by the Agreement between the Government of the Federal People's Republic of Yugoslavia and the Government of the People's Republic of Albania concerning water economy questions. Under its terms of reference, it shall be the Commission's task, in particular:

1. To submit proposals concerning measures and works of interest to the Contracting Parties and their study from the technical and economic standpoints and, in particular, concerning the utilization of the water power of Lake Ohrid, the Crni Drim and the Beli Drim and the question of Lake Skadar and the Bojana;
2. To submit proposals for the investigation of problems in situ, the organization of topographical surveys, studies and research operations, and the preparation of projects;
3. To make a technical evaluation of projects submitted and to submit to the Governments of the Contracting Parties proposals for the execution of joint works or works of joint interest;
4. To examine and submit proposals concerning the execution of joint water economy works, structures and installations, the conditions for and method of executing the same, and the apportionment of expenses; to organize control over the completion and acceptance of jointly executed works;

5. To submit proposals concerning the issue of joint technical provisions and of provisions for protection and control, and concerning the application of biological measures relating to fishing;
6. To ensure compliance with decisions; to organize technical supervision of measures and works in progress which are of joint interest;
7. To study questions relating to joint protection against flooding and means of averting other dangers, and to draft joint regulations on the subject;
8. To submit proposals for the exchange of practical experience in the matter of water economy, for the exchange of hydrological and hydro-meteorological data, and for the operation of the information service established to transmit particulars of the water level and so forth;
9. To ensure co-operation between the water economy authorities of both sides in the territory of the two Contracting Parties in the interest of maintaining a common policy in water economy relations in the spirit of the provisions of the Agreement concerning water economy questions concluded between the Government of the Federal People's Republic of Yugoslavia and the Government of the People's Republic of Albania;
10. To submit proposals for the management and operation of installations of joint interest.

#### Article 2

The Governments of the Contracting Parties reserve the right to deal directly with questions within the competence of the Commission.

#### Article 3

The Commission shall consist of twelve (12) members. Each Contracting Party shall appoint six (6) members of the Commission; each member may have an alternate. The Contracting Parties may likewise designate experts to take part in the Commission's work, in numbers to be determined in each individual case by agreement between the two Chairmen. Each Contracting Party shall appoint one member of the Commission as Chairman of its delegation. The Commission may if necessary set up sub-commissions composed of its members, their alternates and experts.

#### Article 4

The Commission shall meet in regular session once a year. In addition the Chairmen of the delegations may convene special sessions by agreement. Regular sessions shall be held alternately in the territory of each Contracting Party. Each session shall be convened by the Chairman of the delegation of the Contracting Party in whose territory the commission meets, in agreement with the Chairman of the delegation of the other Contracting Party.

#### Article 5

The Contracting Parties shall propose agenda items through the Chairmen of their respective delegations. The final agenda shall be confirmed by agreement between the Chairmen of the delegations or through the diplomatic channel.

#### Article 6

While the Commission is in session, the Chairmen of the delegations shall preside alternately. The official languages of the Commission shall be Serbo-Croat and Albanian. In addition the Commission may decide to examine individual questions in another language.

#### Article 7

The Commission shall reach its conclusions by agreement between the Chairmen of the two delegations. If the Chairmen of the delegations fail to arrive at an agreed conclusion, the delegations shall submit the question in dispute to their Governments for settlement. A protocol of each meeting shall be drawn up in two copies, each in both the official languages. The protocol shall be signed by both Chairmen. The delegations shall submit the protocol to their respective Governments for approval.

#### Article 8

No conclusions of the Commission may be put into effect if either Government raises an objection. If no objection to the conclusions is raised by either Government within forty-five (45) days after the date of signature of the protocol, the conclusions shall be regarded as approved by both Governments.

#### Article 9

Each Contracting Party shall defray the expenses of its own delegation. Other expenses connected with the Commission's work shall, unless otherwise decided, be borne equally by the two Contracting Parties.

#### Article 10

The Commission shall prescribe its own rules of procedure on the basis of the Agreement between the Government of the Federal People's Republic of Yugoslavia and the Government of the People's Republic of Albania concerning water economy questions and of this Statute.

## ANNEX II

### PROTOCOL CONCERNING FISHING IN FRONTIER LAKES AND RIVERS BETWEEN THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA AND THE PEOPLE'S REPUBLIC OF ALBANIA

With a view to the regulation of questions relating to fishing in frontier lakes and rivers between the Federal People's Republic of Yugoslavia and the People's Republic of Albania, and especially questions relating to fishing in Lake Skadar, Lake Ohrid, Lake Prespa and the rivers Beli Drim, Crni Drim and Bojana, the Contracting Parties have agreed to work out special provisions which shall regulate the question of fishing and fishery in general in the said lakes and rivers. The provisions and measures to be worked out by agreement and approved shall comprise the following: (a) Protection and control provisions relating to fishing

The Contracting Parties shall adopt by agreement joint protection and control measures relating to fishing, with specific reference to the use of fishing tackle and especially large-scale, mechanized fishing equipment or fixed fishing devices; provisions concerning the application of protective measures, especially in respect of economically valuable species of fish; provisions concerning the removal of all obstacles to the free circulation of fish; and provisions concerning the suppression of smuggling and the prevention of trading in fish and fishing in frontier lakes and rivers. In addition the Contracting Parties shall by agreement adopt provisions concerning control over the execution of fish conservation measures during the breeding (close) season and the protection of the fry.

#### (b) Biological measures relating to fishing

The Contracting Parties shall prescribe by agreement measures to regulate the minimum size at which fish may be removed; the close season for economically valuable species of fish; measures for the definition and provisions for the protection of fry; and, in particular, provisions concerning the permissible intensity of fishing for different species of fish. Also by agreement, they shall determine the application of fishing technique in relation to the taking of different species of fish. The question of introducing new species of fish into fishery waters and the questions of protecting and promoting common organic production in fishery waters shall also be settled by agreement in the provisions concerning biological measures relating to fishing. The provisions shall also cover measures to settle questions of protecting lake and river water from pollution. The Contracting Parties shall settle by agreement the question of joint measures to augment the fish population by re-stocking, and questions of scientific research in the field of hydrobiology and fishery in frontier lakes and rivers. (c) Technical provisions relating to fishing The Contracting Parties shall by agreement adopt provisions and measures for all technical works on frontier lakes and rivers which may affect the fish population of the waters and their use for fishing. In particular, provisions shall be adopted concerning the use and the maximum permitted number of mechanized fishing equipments, the use of electric current in fishing and the installation and use of fixed fishing devices. The study and examination of all provisions and measures



concerning the settlement of questions relating to fishing in frontier lakes and rivers shall be carried out by the Fishery Sub-Commission as an organ of the Yugoslav-Albanian Water Economy Commission.

Proposals for the measures and provisions referred to in article 1, paragraph 5, of the Statute shall be submitted by the Yugoslav-Albanian Water Economy Commission on the basis of proposals by the Fishery Sub-Commission.

This Protocol shall constitute an integral part of the Agreement between the Government of the Federal People's Republic of Yugoslavia and the Government of the People's Republic of Albania concerning water economy questions and of the Statute of the Yugoslav-Albanian Water Economy Commission.