

Reporting on global SDG indicator 6.5.2
TEMPLATE of the second cycle for reporting

Content of the template

The template is divided into four parts:

- Section I - Calculation of SDG indicator 6.5.2
- Section II - Information on each transboundary basin or group of basins
- Section III - General information on transboundary water management at the national level
- Section IV - Final questions

Country name: [fill in] Montenegro

I. Calculation of Sustainable Development Goal indicator 6.5.2

Methodology

1. Using the information gathered in section II, the information gathered in this section allows for the calculation of Sustainable Development Goal global indicator 6.5.2, which is defined as the proportion of transboundary basin area with an operational arrangement for water cooperation.
2. The step-by-step monitoring methodology for indicator 6.5.2, developed by UNECE and UNESCO in the framework of UN-Water, should be referred to for details on the necessary data, the definitions and the calculation.^a
3. The value of the indicator at the national level is derived by adding up the surface area in a country of those transboundary basins (river and lake basins and aquifers) that are covered by an operational arrangement and dividing the area obtained by the aggregate total area in a country of all transboundary basins (both river and lake basins, and aquifers).
4. Transboundary basins are basins of transboundary waters, that is, of any surface waters (notably rivers, lakes) or groundwaters which mark, cross or are located on boundaries between by two or more States. For the purpose of the calculation of this indicator, for a transboundary river or lake, the basin area is determined by the extent of its catchment. For groundwater, the area to be considered is the extent of the aquifer.
5. An “arrangement for water cooperation” is a bilateral or multilateral treaty, convention, agreement or other formal arrangement among riparian countries that provides a framework for cooperation on transboundary water management.
6. For an arrangement to be considered “operational” all the following criteria need to be in place in practice:
 - (a) There is a joint body, joint mechanism or commission (e.g., a river basin organization) for transboundary cooperation (criterion 1);
 - (b) There are regular (at least once per year) formal communications between riparian countries in form of meetings (either at the political or technical level) (criterion 2);
 - (c) Joint objectives, a common strategy, a joint or coordinated management plan, or an action plan have been agreed upon by the riparian countries (criterion 3);
 - (d) There is a regular (at least once per year) exchange of data and information (criterion 4).

Calculation of indicator 6.5.2

7. Please list in the tables below the transboundary basins (rivers and lakes and aquifers) in your country’s territory and provide the following information for each of them:
 - (a) The country/ies with which the basin is shared;
 - (b) The surface area of the basin (the catchment of rivers or lakes and the aquifer in the case of groundwater) within the territory of your country (in square kilometres (km²));
 - (c) Whether a map and/or a geographical information system (GIS) shapefile of the basin has been provided;
 - (d) Whether there is an arrangement in force for the basin;
 - (e) The verification of each of the four criteria to assess operability;

^a Available from the UN-Water website: <https://www.sdg6monitoring.org/indicators/target-65/indicators652/> (updated version “2020”).

(f) The surface area of the basin within the territory of your country which is covered by a cooperation arrangement that is operational according to the above criteria.

8. In case an operational arrangement is in place only for a sub-basin or a portion of a basin, please list this sub-basin just after the transboundary basin it is part of. In case there is an operational arrangement for the whole basin, do not list sub-basins in the table below.

Table 1
Transboundary river or lake basin (please add rows as needed)

<i>Name of transboundary river or lake basin/sub-basin</i>	<i>It is a basin or a sub-basin?^b</i>	<i>Countries shared with</i>	<i>Surface area of the basin/sub-basin (in km²) within the territory of the country</i>	<i>Map and/or GIS shapefile provided (yes/no)</i>	<i>Covered by an arrangement (entirely, partly, no) (Ref. to questions in sect. II)</i>	<i>Criterion 1 applied (yes/no) (Ref. to questions in sect. II)</i>	<i>Criterion 2 applied (yes/no) (Ref. to questions in sect. II)</i>	<i>Criterion 3 applied (yes/no) (Ref. to questions in sect. II)</i>	<i>Criterion 4 applied (yes/no) (Ref. to questions in sect. II)</i>	<i>Surface area of the basin/sub-basin (in km²) covered by an operational arrangement within the territory of the country</i>
Danube River Basin (rivers Čehotina, Tara, Piva, Lim and Ibar)	Basin	Serbia and B&H	7260 km ²	yes	Partly	No (for bilateral cooperation), yes (for ICPDR)	No (for bilateral cooperation), yes (for ICPDR)	No (for bilateral cooperation), yes (for ICPDR)	No (for bilateral cooperation), yes (for ICPDR)	7260 km ² (Surface of Danube area in Montenegro covered with the ICPDR cooperation)
Adriatic River Basin (rivers : Zeta, Morača, Cijevna, Bojana, Trebišnjica, Bilećko Lake and Lake Skadar)	Basin	B&H, Croatia and Albania	6560 km ²	yes	Partly	No (with BiH), yes (with Albania and Croatia)	no(with BiH), yes (with Albania and Croatia)	no(with BiH), yes (with Albania and Croatia)	no(with BiH), yes (with Albania and Croatia)	4460 km ²
(A) Total surface area of transboundary basins/sub-basins of rivers and lakes covered by operational arrangements within the territory of the country (in km ²) (do not double count sub-basins)										11720 km ²
(B) Total surface area of transboundary basins of rivers and lakes within the territory of the country (in km ²)			13820 km ²							

^b List sub-basins after the basin they belong to.

<i>Name of transboundary river or lake basin/sub-basin</i>	<i>It is a basin or a sub-basin? ^b</i>	<i>Countries shared with</i>	<i>Surface area of the basin/sub-basin (in km²) within the territory of the country</i>	<i>Map and/or GIS shapefile provided (yes/no)</i>	<i>Covered by an arrangement (entirely, partly, no) (Ref. to questions in sect. II)</i>	<i>Criterion 1 applied (yes/no) (Ref. to questions in sect. II)</i>	<i>Criterion 2 applied (yes/no) (Ref. to questions in sect. II)</i>	<i>Criterion 3 applied (yes/no) (Ref. to questions in sect. II)</i>	<i>Criterion 4 applied (yes/no) (Ref. to questions in sect. II)</i>	<i>Surface area of the basin/sub-basin (in km²) covered by an operational arrangement within the territory of the country</i>
(do not double count sub-basins)										

Table 2
Transboundary aquifers (please add rows as needed)

<i>Name of the transboundary aquifer</i>	<i>Countries shared with</i>	<i>Surface area of the aquifer^c (in km²) within the territory of the country</i>	<i>Map and/ or GIS shapefile provided (yes/no)</i>	<i>Covered by an aquifer specific arrangement (entirely, partly, no) (Ref. to questions in sect. II)</i>	<i>Covered within an arrangement not specific to the aquifer^d (entirely, partly, no) (Ref. to questions in sect. II)</i>	<i>Criterion 1 applied (yes/no) (Ref. to questions in sect. II)</i>	<i>Criterion 2 applied (yes/no) (Ref. to questions in sect. II)</i>	<i>Criterion 3 applied (yes/no) (Ref. to questions in sect. II)</i>	<i>Criterion 4 applied (yes/no) (Ref. to questions in sect. II)</i>	<i>Surface area of the aquifer (in km²) covered by an operational arrangement within the territory of the country</i>
Brezna-Maglić	Montenegro, B&H	702,9 km ²	yes	no	no	no	no	no	no	-
Durmitor	Montenegro, B&H	429,1 km ²	yes	no	no	no	no	no	no	-
Kosanica	Montenegro, B&H	377,5 km ²	yes	no	no	no	no	no	no	-
Maoče	Montenegro, B&H	526,7 km ²	yes	no	no	no	no	no	no	-
Pljevlja sliv	Montenegro, B&H	554,0 km ²	yes	no	no	no	no	no	no	-
Prokletije	Montenegro, Serbia	69,1 km ²	yes	no	no	no	no	no	no	-
Komovi	Montenegro, Serbia	127,7 km ²	yes	no	no	no	no	no	no	-
Beranska Bistrica-Ljuboviđa	Montenegro, Serbia	327,7 km ²	yes	no	no	no	no	no	no	-
Lješnica	Montenegro, Serbia	239,9 km ²	yes	no	no	no	no	no	no	-

^c For a transboundary aquifer, the extent is derived from the aquifer system delineation which is commonly done relying on information of the subsurface (notably the extent of geological formations). As a general rule, the delineation of aquifer systems is based on the delineation of the extent of the hydraulically connected water-bearing geological formations. Aquifer systems are three-dimensional objects and the aquifer area taken into account is the projection on the land surface of the system. Ideally, when different aquifer systems not hydraulically connected are vertically superposed, the different relevant projected areas are to be considered separately, unless the different aquifer systems are managed conjunctively.

^d In the text of the agreement or arrangement or in the practice.

<i>Name of the transboundary aquifer</i>	<i>Countries shared with</i>	<i>Surface area of the aquifer^c (in km²) within the territory of the country</i>	<i>Map and/ or GIS shapefile provided (yes/no)</i>	<i>Covered by an aquifer specific arrangement (entirely, partly, no) (Ref. to questions in sect. II)</i>	<i>Covered within an arrangement not specific to the aquifer^d (entirely, partly, no) (Ref. to questions in sect. II)</i>	<i>Criterion 1 applied (yes/no) (Ref. to questions in sect. II)</i>	<i>Criterion 2 applied (yes/no) (Ref. to questions in sect. II)</i>	<i>Criterion 3 applied (yes/no) (Ref. to questions in sect. II)</i>	<i>Criterion 4 applied (yes/no) (Ref. to questions in sect. II)</i>	<i>Surface area of the aquifer (in km²) covered by an operational arrangement within the territory of the country</i>
Pešter	Montenegro, Serbia	117,0 km ²	yes	no	no	no	no	no	no	-
Gornji Ibar	Montenegro, Serbia	253,0 km ²	yes	no	no	no	no	no	no	-
Ulcinjско polje	Montenegro, Albania	111,1 km ²	yes	no	yes	yes	yes	yes	yes	111,1 km ²
Opačica-Morinj	Montenegro, Croatia	136,0 km ²	yes	no	yes	yes	yes	yes	yes	136,0 km ²
Orjen	Montenegro, Croatia	409,6 km ²	yes	no	yes	yes	yes	yes	yes	409,6 km ²
Trebišnjica(Bilećko jezero)	Montenegro, B&H	575,5 km ²	yes	no	no	no	no	no	no	-
Kuči	Montenegro, Albania	430,8 km ²	yes	no	yes	yes	yes	yes	yes	430,8 km ²
Xx										
(C) Sub-total: surface area of transboundary aquifers covered by operational arrangements (in km²)										1.087,5 km ²
(D) Total surface area of transboundary aquifers (in km²)		5387,6 km ²								

Indicator value for the country

Surface waters:

Percentage of surface area of transboundary basins of rivers and lakes covered by an operational arrangement:

$$A/B \times 100 = 11720/13820 \times 100 = 84,8\%$$

Aquifers:

Percentage of surface area of transboundary aquifers covered by an operational arrangement:

$$C/D \times 100 = 1.087,5/5387,6 \times 100 = 20,2\%$$

Sustainable Development Goal indicator 6.5.2:

Percentage of surface area of transboundary basins covered by an operational arrangement:

$$((A + C)/(B + D)) \times 100 = ((11720+1087,5)/(13820+5387,6)) \times 100 = 66,7\%$$

Spatial information

If a map (or maps) of the transboundary surface water catchments and transboundary aquifers (i.e., “transboundary basins”) is available, please consider attaching them. Ideally, shapefiles of the basin and aquifer delineations that can be viewed in GIS should be sent.

The maps are in the document RBMPs

Additional information

If the respondent has comments that clarify assumptions or interpretations made for the calculation, or the level of certainty of the spatial information, please write them here:

All data used for calculation of Indicator were taken from River Basin Management Plans

Does your country have transboundary agreements or arrangements for the protection and/or management of transboundary waters (i.e., rivers, lakes or groundwater), whether bilateral or multilateral?

Yes /No

If yes, list the bilateral and multilateral agreements or arrangements (listing for each of the countries concerned): [fill in]

Bilateral:

1. 2018 Framework Agreement on Water Management between Montenegro and Albania;
2. 2007 Agreement between the Government of the Republic of Croatia and the Government of the Republic of Montenegro on Mutual Relations in the Field of Water Management;
3. 2017 Memorandum of understanding between Ministry of agriculture and rural development of Montenegro and Ministry of foreign trade and economic relations of Bosnia and Herzegovina. This memorandum is about of understanding on the Implementation of the project:“Management of the Drina River Basin in Western Balkans“;
4. 2011 Memorandum of understanding for the management of the extended transboundary Drin Basin

Multilateral:

1. The Convention on the Law of the Non-navigational Uses of International Watercourses (UN Watercourses Convention), New York, May 21, 1997, ratified by Montenegro in 2013 (global) (“Official Gazette of Montenegro-International Treaties”, No.6/13 of July 24, 2013).
2. The Convention on the Protection and Use of Transboundary Watercourses and International Lakes (UNECE Water Convention), Helsinki, March 17, 1992, ratified in 2014 (globally after the entry into force of the amendment from 2003) (Official Gazette of Montenegro - International Treaties” No. 1/14 of January 15, 2014).
3. The Convention on Environmental Impact Assessment in a Transboundary Context (Espoo Convention), Espoo, February 25, 1992, ratified by Montenegro (through accession) in 2009.
4. The Convention on Access to Information, Public Participation in Decision-Making and Access to Justice in Environmental Matters (Aarhus Convention), Aarhus, June 25, 1998, ratified by Montenegro (through accession) in 2009.
5. The Convention on Wetlands of International Importance, especially as Waterfowl Habitat (Ramsar Convention), Ramsar, February 2, 1971, ratified by Montenegro (through succession) in 2006.
6. The Convention for the Protection of the Mediterranean Sea Against Pollution (Barcelona Convention), Barcelona, February 16, 1976.
7. Convention on cooperation for the protection and sustainable use of the Danube river 1994
8. Memorandum of Understanding signed between International Sava River Basin Commission and Montenegro 2013

II. Questions for each transboundary basin, sub-basin, part of a basin, or group of basins (river, lake or aquifer)

Please complete this second section for each transboundary basin (river or lake basin, or aquifer), sub-basin, part of a basin or a group of basins covered by the same agreement or

arrangement where conditions are similar.¹ In some instances, you may provide information on both a basin and one or more of its sub-basins or parts thereof, for example, where you have agreements² or arrangements on both the basin and its sub-basin. You may coordinate your responses with other States with which your country shares transboundary waters, or even prepare a joint report. General information on transboundary water management at the national level should be provided in section III and not repeated here.

Please reproduce this whole section with its questions for each transboundary basin, sub-basin, part of a basin or group of basins for which you will provide a reply.

Name of the transboundary basin,-sub-basin, part of a basin or group of basins:

1. Danube River Basin

List of the riparian States:

[Montenegro, Serbia, B&H]

In the case of an aquifer, what is the nature of the aquifer and its relation with the river or lake basin:

- Unconfined aquifer connected to a river or lake
- Unconfined aquifer with no or limited relation with surface water
- Confined aquifer connected to surface water
- Confined aquifer with no or limited relation with surface water
- Other
- Please describe: [fill in]
- Unknown

Percentage of your country's territory within the basin, sub-basin, part of a basin or group of basins: [52,5% Montenegrin territory is within the Danube River Basin]

1. Is there one or more transboundary (bilateral or multilateral) agreement(s) or arrangement(s) on this basin, sub-basin, part of a basin or group of basins?

- One or more agreements or arrangements exist and are in force
- Agreement or arrangement developed but not in force
- Agreement or arrangement developed, but not in force for all riparians

Please insert the name of the agreement(s) or arrangement(s) [fill in]

1. Memorandum of Understanding signed between International Sava River Basin Commission and Montenegro;
2. Convention on Cooperation for the Protection and Sustainable use of the Danube River (Danube River Protection Convention)

¹ In principle, section II should be submitted for every transboundary basin, river, lake or aquifer, in the country, but States may decide to group basins in which their share is small or leave out basins in which their share is very minor, e.g., below 1 per cent.

² In section II, "agreement" covers all kinds of treaties, conventions and agreements ensuring cooperation in the field of transboundary waters. Section II can also be completed for other types of arrangements, such as memorandums of understanding.

Agreement or arrangement is under development

No agreement or arrangement

If there is no agreement or arrangement or it is not in force, please explain briefly why not and provide information on any plans to address the situation: [fill in]

If there is no agreement or arrangement and no joint body or mechanism for the transboundary basin, sub-basin, part of a basin or group of basins then jump to question 4; if there is no agreement or arrangement, but a joint body or mechanism then go to question 3.

Questions 2 and 3 to be completed for each bilateral or multilateral agreement or arrangement in force in the transboundary basin, sub-basin, part of a basin or group of basins.

2. (a) Does this agreement or arrangement specify the area subject to cooperation?

Yes /No

If yes, does it cover the entire basin or group of basins and all riparian States?

Yes /No

Additional explanations? [fill in] Montenegro and International Sava River Basin Commission (ISRBC), signed Memorandum of Understanding in 2013.

Montenegro is party to the Danube River Protection Convention and full member of International Commission for Protection of Danube River (ICPDR).

Or, if the agreement or arrangement relates to a sub-basin, does it cover the entire sub-basin?

Yes /No

Additional explanations? [fill in]

Which States (including your own) are bound by the agreement or arrangement? *(Please list):* [fill in]

1. Austria, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Germany, Hungary, Moldova, Montenegro, Romania, Serbia, Slovakia, Slovenia, Ukraine are parties to the Danube River Protection Convention

(b) If the agreement or arrangement relates to a river or lake basin or sub-basin, does it also cover aquifers?

Yes /No

If yes, please list the aquifers covered by the agreement or arrangement:

Currently, in procedure is update of the Second Danube River Basin Management Plan, and still the list of aquifers to be covered is not official, when it will be in the RBMP, we will share information.

© What is the sectoral scope of the agreement or arrangement?

All water uses

-
- A single water use or sector
 - Several water uses or sectors

If one or several water uses or sectors, please list (check as appropriate):

Water uses or sectors

- Industry
- Agriculture
- Transport (e.g., navigation)
- Households
- Energy: hydropower and other energy types
- Fisheries
- Tourism
- Nature protection
- Other (*please list*): [fill in]

(d) What topics or subjects of cooperation are included in the agreement or arrangement?

Procedural and institutional issues

- Dispute and conflict prevention and resolution
- Institutional cooperation (joint bodies)
- Consultation on planned measures
- Mutual assistance

Topics of cooperation

- Joint vision and management objectives
- Joint significant water management issues
- Navigation
- Human health
- Environmental protection (ecosystem)
- Water quality
- Water quantity or allocation
- Cooperation in addressing floods
- Cooperation in addressing droughts
- Climate change adaptation

Monitoring and exchange

- Joint assessments
- Data collection and exchange
- Joint monitoring
- Maintenance of joint pollution inventories

-
- Elaboration of joint water quality objectives
 - Common early warning and alarm procedures
 - Exchange of experience between riparian States
 - Exchange of information on planned measures

Joint planning and management

- Development of joint regulations on specific topics
- Development of international or joint river, lake or aquifer basin management or action plans
- Management of shared infrastructure
- Development of shared infrastructure
- Other (*please list*): [fill in]

(e) What are the main difficulties and challenges that your country faces with the agreement or arrangement and its implementation, if any?

- Aligning implementation of agreement or arrangement with national laws, policies and programmes
- Aligning implementation of agreement or arrangement with regional laws, policies and programmes
- Lack of financial resources
- Insufficient human capacity
- Insufficient technical capacity
- Tense diplomatic relations
- Non-participation of certain riparian countries in the agreement
- No significant difficulties
- Other (*please describe*): [fill in]

(f) What are the main achievements in implementing the agreement or arrangement and what were the keys to achieving such success? [fill in]

Prepared documents and implemented activities: Sava River Basin Management Plan, Danube River Basin management Plan, Sava and Danube Flood Risk Management Plan, Trans National Monitoring Network is operational, Joint Danube Survey being conducted every 3 years, improved chemical and ecological quality of basin, accident prevention control and warning system is developed.

(g) Please attach a copy of the agreement or arrangement or provide the web address of the document (*please attach document or insert web address, if applicable*): [fill in]

Danube River Protection Convention <https://www.icpdr.org/main/icpdr/danube-river-protection-convention>

II. Other signed agreements is attached to this Report as Annex .

Is your country a member of any joint body or mechanism for this agreement or arrangement?

Yes /No

If no, why not? (please explain): [fill in]

(II) Where there is a joint body or mechanism If there is a joint body or mechanism, which kind of joint body or mechanism (please tick one)?

Plenipotentiaries

Bilateral commission

Basin or similar commission

Expert group meeting or meeting of national focal points

Other (please describe): [fill in]

(b) Does the joint body or mechanism cover the entire transboundary basin, sub-basin, part of a basin or group of basins?

Yes /No

(c) Which States (including your own) are members of the joint body or mechanism? (Please list): [fill in]

Austria, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Germany, Hungary, Moldova, Montenegro, Romania, Serbia, Slovakia, Slovenia, Ukraine are members of ICPDR.

(d) Are there any riparian States that are not members of the joint body or mechanism? (please list): [fill in] Montenegro is still observer at the ISRBC(e) If not all riparian States are members of the joint body or mechanism how does the joint body or mechanism cooperate with them?

No cooperation

They have observer status

Other (please describe): [fill in]

Montenegro and ISRBC signed Memorandum of Understanding in 2013 which enabled participation of Montenegro in the activities of ISRBC such as River basin management plan development, flood risk management plan development, data exchange, development, regular operation and maintenance of the flood forecasting and early warning system, cross sectorial cooperation etc.

(f) Does the joint body or mechanism have any of the following features (please tick the ones applicable)?

A secretariat

If the secretariat is a permanent one, is it a joint secretariat or does each country host its own secretariat? (Please describe): [fill in]

ICPDR established Permanent Secretariat with seat in Vienna. Operations of ICPDR and its Secretariat are financed through annual contribution of the countries.

A subsidiary body or bodies

Please list (e.g., working groups on specific topics): [fill in] ISRBC had established following expert and ad-hoc groups: Permanent Expert Group for Navigation, Permanent Expert Group for River Basin Management, Permanent Expert Group for

Accident Prevention and Control, Permanent Expert Group for Flood Prevention, Ad-hoc Legal Expert Group, Ad-hoc Expert Group for Hydrological and Meteorological Issues, Ad-hoc Expert Group for Hydrological Issues related to Navigation, Ad-hoc GIS Expert Group, Ad-hoc RIS Expert Group, Ad-hoc Financial Expert Group. Each country have nominated their representatives to the above listed groups. Secretariat is coordinating and chairing each of the group.

ICPDR had established following expert and task groups: Expert Group for River Basin Management, Expert Group for Flood Protection, Expert Group for Pressures and Measures, Expert Group for Accident Prevention and Control, Expert Group for Monitoring and Assessment, Expert Group for Information Management and Geographic Information Systems, Expert Group for Public Participation, Strategic Expert Group, Economic Task Group, Ground Water Task Group, Hydromorphology Task Group, Nutrient Task Group, and Climate Change Task Group.

Other features (*please list*): [fill in]

(g) What are the tasks and activities of this joint body or mechanism?³

- | | |
|---|-------------------------------------|
| Identification of pollution sources | <input checked="" type="checkbox"/> |
| Data collection and exchange | <input checked="" type="checkbox"/> |
| Joint monitoring | <input checked="" type="checkbox"/> |
| Maintenance of joint pollution inventories | <input checked="" type="checkbox"/> |
| Setting emission limits | <input type="checkbox"/> |
| Elaboration of joint water quality objectives | <input checked="" type="checkbox"/> |
| Management and prevention of flood or drought risks | <input checked="" type="checkbox"/> |
| Preparedness for extreme events, e.g., common early warning and alarm procedures | <input checked="" type="checkbox"/> |
| Surveillance and early warning of water related disease | <input type="checkbox"/> |
| Water allocation and/or flow regulation | <input checked="" type="checkbox"/> |
| Policy development | <input checked="" type="checkbox"/> |
| Control of implementation | <input checked="" type="checkbox"/> |
| Exchange of experience between riparian States | <input checked="" type="checkbox"/> |
| Exchange of information on existing and planned uses of water and related installations | <input checked="" type="checkbox"/> |
| Settling of differences and conflicts | <input checked="" type="checkbox"/> |
| Consultations on planned measures | <input checked="" type="checkbox"/> |
| Exchange of information on best available technology | <input type="checkbox"/> |
| Participation in transboundary EIA | <input type="checkbox"/> |
| Development of river, lake or aquifer basin management or action plans | <input checked="" type="checkbox"/> |

³ This may include tasks according to the agreement or tasks added by the joint body, or its subsidiaries. Both tasks which joint bodies coordinate and tasks which they implement should be included.

-
- Management of shared infrastructure
 - Addressing hydromorphological alterations
 - Climate change adaptation
 - Joint communication strategy
 - Basin-wide or joint public participation and consultation of, for example, basin management plans
 - Joint resources to support transboundary cooperation
 - Capacity-building
 - Any other tasks (*please list*): [fill in]

(h) What are the main difficulties and challenges that your country faces with the operation of the joint body or mechanism, if any?

- Governance issues
Please describe, if any: [fill in]
- Unexpected planning delays
Please describe, if any: [fill in]
- Lack of resources
Please describe, if true: [fill in]

Operation of the Joint Secretariats under the ICPDR and ISRBC are financed through regular annual contributions

- Lack of mechanism for implementing measures
Please describe, if true: [fill in]
- Lack of effective measures
Please describe, if true: [fill in]
- Unexpected extreme events
Please describe, if any: [fill in]
- Lack of information and reliable forecasts
Please describe, if any: [fill in]
- Others (*please list and describe, as appropriate*): [fill in]

(II) (i) Does the joint body or mechanism, or its subsidiary bodies meet regularly?

Yes /No

If yes, how frequently does it meet?

- More than once per year
- Once per year
- Less than once per year

(j) What are the main achievements with regards to the joint body or mechanism?
[fill in]

(k) Did the joint body or mechanism ever invite a non-riparian coastal State to cooperate?

Yes /No

If yes, please give details. If no, why not, e.g. are the relevant coastal States also riparian States and therefore already members of the joint body or mechanism? [fill in] The most relevant coastal States are party to the DrinU.

II. 4. Have joint objectives, a common strategy, a joint or coordinated management plan or action plan been agreed for the basin, sub-basin, part of a basin or group of basins?

Yes /No

If yes, please provide further details: [fill in]

II. 5. How is the transboundary basin,-sub-basin, part of a basins or group of basins protected, including the protection of ecosystems, in the context of sustainable and rational water use?

Regulation of urbanization, deforestation, and sand and gravel extraction.

Environmental flow norms, including consideration of levels and seasonality

Water quality protection, e.g. nitrates, pesticides, faecal coliforms, heavy metals

Water-related species and habitats protection

Other measures (*please describe*): [fill in]

6. (a) Does your country regularly exchange information and data with other riparian States in the basin, sub-basin, part of a basin or group of basins?

Yes /No

(b) If yes, how often:

More than once per year

Once per year

Less than once per year

(c) Please describe how information is exchanged (e.g. in connection with meetings of joint bodies): [fill in]In connection with meetings

(d) If yes, on what subjects are information and data exchanged?

Environmental conditions

Research activities and application of best available techniques

Emission monitoring data

Planned measures taken to prevent, control or reduce transboundary impacts

Point source pollution sources

Diffuse pollution sources

-
- Existing hydromorphological alterations (dams, etc.)
 - Flows or water levels (including groundwater levels)
 - Water abstractions
 - Climatological information
 - Future planned measures with transboundary impacts, such as infrastructure development
 - Other subjects (*please list*): [fill in]
 - Other comments, e.g. spatial coverage of data and information exchange: [fill in] Information excha©

(e) Is there a shared database or information platform?

Yes /No

(f) Is the database publicly available?

Yes /No

If yes, please provide the web address: [fill in]

ICPDR data bases <https://www.icpdr.org/main/publications/databases>

(g) What are the main difficulties and challenges to data exchange, if applicable?

Frequency of exchanges

Timing of exchanges

Comparability of data and information

Limited spatial coverage

Inadequate resources (technical and/or financial)

Other (*please describe*): [fill in]

Additional comments: [fill in]

(h) What are the main benefits of data exchange on the basin, sub-basin, part of a basin or group of basins? (*please describe*): [fill in]

7. Do the riparian States carry out joint monitoring in the transboundary basin, sub-basin, part of a basin or group of basins?

Yes /No **Error! Bookmark not defined.**

(II) (a) If yes, what does the joint monitoring cover?

	<i>Hydrological</i>	<i>Ecological</i>	<i>Chemical</i>
Border surface waters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Surface waters in the entire basin	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Surface waters on the main watercourse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Surface waters in part of the basin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	<i>Hydrological</i>	<i>Ecological</i>	<i>Chemical</i>
please describe [fill in]			
Transboundary aquifer(s) (connected or unconnected)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Aquifer(s) in the territory of one riparian hydraulically connected to a transboundary river or lake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(b) If joint monitoring is carried out, how is this done?

National monitoring stations connected through a network or common stations

Please describe: [fill in]

Joint and agreed methodologies

Please describe: [fill in]

Joint sampling

Please describe: [fill in]

Common monitoring network

Please describe: [fill in]

Common agreed parameters

Please describe: [fill in]

(c) Please describe the main achievements regarding joint monitoring, if any: [fill in]

(d) Please describe any difficulties experienced with joint monitoring: [fill in]

8. Do the riparian States carry out joint assessment of the transboundary basin, sub-basin, part of a basin or group of basins?

Yes /No

If yes, please provide the date of the last or only assessment, the frequency and scope (e.g., surface waters or groundwaters only, pollution sources, etc.) of the assessment, and assessment methodology applied:

[fill in] <https://www.icpdr.org/main/management-plans-danube-river-basin-lished>

II. 9. Have the riparian States agreed to use joint water quality standards?

Yes /No

If yes, what standards have been applied, e.g. international or regional standards (please specify which), or have national standards of the riparian States been applied? [fill in] EU Water Framework Directive and its daughter Directives are key documents that set up water quality standards.

II. 10. What are the measures implemented to prevent or limit the transboundary impact of accidental pollution?

Notification and communication

Coordinated or joint early warning or alarm system for accidental water pollution

Other (*please list*): [fill in]

No measures

If not, why not? What difficulties does your country face in putting in place such measures?: [fill in]

11. What are the measures implemented to prevent or limit the transboundary impact of extreme weather events and climate change?

Notification and communication

Coordinated or joint alarm system for floods

Coordinated or joint alarm system for droughts

Joint climate change adaptation strategy

Joint disaster risk reduction strategy

Other (*please list*): [fill in]

No measures

If not, why not? What difficulties does your country face in putting in place such measures?: [fill in]

12. Are procedures in place for mutual assistance in case of a critical situation?

Yes /No

If yes, please provide a brief summary: [fill in]

Article 17 of the Danube river Protection Convention regulates issue of mutual assistance. Please see <https://www.icpdr.org/flowpaper/app/#page=10>.

13. Are the public or relevant stakeholders involved in transboundary water management in the basin, sub-basin, part of a basin or group of basins?

Yes /No

If yes, how? (please tick all applicable)

Stakeholders have observer status in a joint body or mechanism

Stakeholders have an advisory role in the joint body

Stakeholders have a decision-making role in the joint body

If yes, please specify the stakeholders for the joint body or mechanism: [fill in]

Intergovernmental organizations

Private sectors organizations or associations

Water user groups or associations

Academic or research institutions

-
- | | |
|---|-------------------------------------|
| Other non-governmental organizations | <input checked="" type="checkbox"/> |
| General public | <input type="checkbox"/> |
| Other (please specify): [fill in] | |
| Availability of information to the public | <input checked="" type="checkbox"/> |
| Consultation on planned measures or river basin management plans ⁴ | <input checked="" type="checkbox"/> |
| Public involvement | <input checked="" type="checkbox"/> |
| Other (<i>please specify</i>): [fill in] | |

II. Questions for each transboundary basin, sub-basin, part of a basin, or group of basins (river, lake or aquifer)

Please complete this second section for each transboundary basin (river or lake basin, or aquifer), sub-basin, part of a basin or a group of basins covered by the same agreement or arrangement where conditions are similar.⁵ In some instances, you may provide information on both a basin and one or more of its sub-basins or parts thereof, for example, where you have agreements⁶ or arrangements on both the basin and its sub-basin. You may coordinate your responses with other States with which your country shares transboundary waters, or even prepare a joint report. General information on transboundary water management at the national level should be provided in section III and not repeated here.

Please reproduce this whole section with its questions for each transboundary basin, sub-basin, part of a basin or group of basins for which you will provide a reply.

2. Adriatic River Basin

List of the riparian States:

[Montenegro, BiH, Croatia and Albania]

In the case of an aquifer, what is the nature of the aquifer and its relation with the river or lake basin:

- | | |
|---|--------------------------|
| Unconfined aquifer connected to a river or lake | <input type="checkbox"/> |
| Unconfined aquifer with no or limited relation with surface water | <input type="checkbox"/> |
| Confined aquifer connected to surface water | <input type="checkbox"/> |
| Confined aquifer with no or limited relation with surface water | <input type="checkbox"/> |
| Other | <input type="checkbox"/> |
| Please describe: [fill in] | |
| Unknown | <input type="checkbox"/> |

Percentage of your country's territory within the basin, sub-basin, part of a basin or group of basins: [47,8%-Adriatic River Basin]

⁴ Or, where applicable, aquifer management plans.

⁵ In principle, section II should be submitted for every transboundary basin, river, lake or aquifer, in the country, but States may decide to group basins in which their share is small or leave out basins in which their share is very minor, e.g., below 1 per cent.

⁶ In section II, "agreement" covers all kinds of treaties, conventions and agreements ensuring cooperation in the field of transboundary waters. Section II can also be completed for other types of arrangements, such as memorandums of understanding.

-
1. Is there one or more transboundary (bilateral or multilateral) agreement(s) or arrangement(s) on this basin, sub-basin, part of a basin or group of basins?

One or more agreements or arrangements exist and are in force

Agreement or arrangement developed but not in force

Agreement or arrangement developed, but not in force for all riparians

Please insert the name of the agreement(s) or arrangement(s) [fill in]

1. The Memorandum of Understanding for the Management of the Extended Transboundary Drin Basin between Albania, Former Yugoslav Republic of Macedonia, Greece, Kosovo, and Montenegro, signed 15 November 2011.
2. Framework agreement between the Government of Montenegro and the council of ministers of the Republic of Albania on mutual relations in transboundary water resources management
3. Agreement between the Government of the Republic of Croatia and the Government of the Republic of Montenegro on Mutual Relations in the Field of Water Management

Agreement or arrangement is under development

No agreement or arrangement

If there is no agreement or arrangement or it is not in force, please explain briefly why not and provide information on any plans to address the situation: [fill in]

If there is no agreement or arrangement and no joint body or mechanism for the transboundary basin, sub-basin, part of a basin or group of basins then jump to question 4; if there is no agreement or arrangement, but a joint body or mechanism then go to question 3.

Questions 2 and 3 to be completed for each bilateral or multilateral agreement or arrangement in force in the transboundary basin, sub-basin, part of a basin or group of basins.

2. (a) Does this agreement or arrangement specify the area subject to cooperation?

Yes /No

If yes, does it cover the entire basin or group of basins and all riparian States?

Yes /No

Additional explanations? [fill in]

Or, if the agreement or arrangement relates to a sub-basin, does it cover the entire sub-basin?

Yes /No

Additional explanations? [fill in]

Which States (including your own) are bound by the agreement or arrangement?
(Please list): [fill in]

1. Albania, North Macedonia, Montenegro Greece, Kosovo

2. Albania and Montenegro

3. Croatia and Montenegro

(b) If the agreement or arrangement relates to a river or lake basin or sub-basin, does it also cover aquifers?

Yes /No

If yes, please list the aquifers covered by the agreement or arrangement:

Ulcinjско polje, Opačica-Morinj, Orjen, Kuči

(c) What is the sectoral scope of the agreement or arrangement?

All water uses

A single water use or sector

Several water uses or sectors

If one or several water uses or sectors, please list (check as appropriate):

Water uses or sectors

Industry

Agriculture

Transport (e.g., navigation)

Households

Energy: hydropower and other energy types

Fisheries

Tourism

Nature protection

Other (*please list*): [fill in]

(d) What topics or subjects of cooperation are included in the agreement or arrangement?

Procedural and institutional issues

Dispute and conflict prevention and resolution

Institutional cooperation (joint bodies)

Consultation on planned measures

Mutual assistance

Topics of cooperation

Joint vision and management objectives

Joint significant water management issues

Navigation

Human health

Environmental protection (ecosystem)

Water quality

-
- Water quantity or allocation
 - Cooperation in addressing floods
 - Cooperation in addressing droughts
 - Climate change adaptation

Monitoring and exchange

- Joint assessments
- Data collection and exchange
- Joint monitoring
- Maintenance of joint pollution inventories
- Elaboration of joint water quality objectives
- Common early warning and alarm procedures
- Exchange of experience between riparian States
- Exchange of information on planned measures

Joint planning and management

- Development of joint regulations on specific topics
- Development of international or joint river, lake or aquifer basin management or action plans
- Management of shared infrastructure
- Development of shared infrastructure
- Other (*please list*): [fill in]

(e) What are the main difficulties and challenges that your country faces with the agreement or arrangement and its implementation, if any?

- Aligning implementation of agreement or arrangement with national laws, policies and programmes
- Aligning implementation of agreement or arrangement with regional laws, policies and programmes
- Lack of financial resources
- Insufficient human capacity
- Insufficient technical capacity
- Tense diplomatic relations
- Non-participation of certain riparian countries in the agreement
- No significant difficulties
- Other (*please describe*): [fill in]

(f) What are the main achievements in implementing the agreement or arrangement and what were the keys to achieving such success? [fill in]

Prepared documents and implemented activities Plan, improved chemical and ecological quality of basin, accident prevention control and warning system is developed.

(g) Please attach a copy of the agreement or arrangement or provide the web address of the document (*please attach document or insert web address, if applicable*): [fill in]

Other signed agreements is attached to this Report as Annex I

3. Is your country a member of any joint body or mechanism for this agreement or arrangement?

Yes /No

If no, why not? (please explain): [fill in]

Where there is a joint body or mechanism

(a) If there is a joint body or mechanism, which kind of joint body or mechanism (*please tick one*)?

Plenipotentiaries

Bilateral commission (with Albania and with Croatia)

Basin or similar commission (Drin Core Group)

Expert group meeting or meeting of national focal points

Other (*please describe*): [fill in]

(b) Does the joint body or mechanism cover the entire transboundary basin, sub-basin, part of a basin or group of basins?

Yes /No

(c) Which States (including your own) are members of the joint body or mechanism? (*Please list*): [fill in]

Albania, Croatia (Still is missing the Mutual Agreement with BiH, which will be the base for the establishment of the joint body)

(d) Are there any riparian States that are not members of the joint body or mechanism? (*please list*): [fill in]

(e) If not all riparian States are members of the joint body or mechanism how does the joint body or mechanism cooperate with them?

No cooperation

They have observer status

Other (*please describe*): [fill in]

(f) Does the joint body or mechanism have any of the following features (*please tick the ones applicable*)?

A secretariat

If the secretariat is a permanent one, is it a joint secretariat or does each country host its own secretariat? (Please describe): [fill in]

A subsidiary body or bodies

The Water Resources Management Commission, in compliance with the needs, shall set up permanent sub-commissions, *ad hoc* sub-commissions and experts groups and it may hire individual experts for

specific issues and drafting of proposals for their settlement or reconciliation and implementation of tasks of shared interest.

Please list (e.g., working groups on specific topics): [fill in]

Other features (*please list*): [fill in]

In order to achieve cooperation in the water resources management of shared interests, the Parties created a permanent Water Resources Management Commission, in compliance with the provisions of this Agreement

(g) What are the tasks and activities of this joint body or mechanism?⁷

Identification of pollution sources	<input checked="" type="checkbox"/>
Data collection and exchange	<input checked="" type="checkbox"/>
Joint monitoring	<input checked="" type="checkbox"/>
Maintenance of joint pollution inventories	<input checked="" type="checkbox"/>
Setting emission limits	<input type="checkbox"/>
Elaboration of joint water quality objectives	<input checked="" type="checkbox"/>
Management and prevention of flood or drought risks	<input checked="" type="checkbox"/>
Preparedness for extreme events, e.g., common early warning and alarm procedures	<input checked="" type="checkbox"/>
Surveillance and early warning of water related disease	<input type="checkbox"/>
Water allocation and/or flow regulation	<input checked="" type="checkbox"/>
Policy development	<input checked="" type="checkbox"/>
Control of implementation	<input checked="" type="checkbox"/>
Exchange of experience between riparian States	<input checked="" type="checkbox"/>
Exchange of information on existing and planned uses of water and related installations	<input checked="" type="checkbox"/>
Settling of differences and conflicts	<input checked="" type="checkbox"/>
Consultations on planned measures	<input checked="" type="checkbox"/>
Exchange of information on best available technology	<input type="checkbox"/>
Participation in transboundary EIA	<input type="checkbox"/>
Development of river, lake or aquifer basin management or action plans	<input checked="" type="checkbox"/>
Management of shared infrastructure	<input checked="" type="checkbox"/>
Addressing hydromorphological alterations	<input checked="" type="checkbox"/>
Climate change adaptation	<input checked="" type="checkbox"/>
Joint communication strategy	<input checked="" type="checkbox"/>

⁷ This may include tasks according to the agreement or tasks added by the joint body, or its subsidiaries. Both tasks which joint bodies coordinate and tasks which they implement should be included.

-
- Basin-wide or joint public participation and consultation of, for example, basin management plans
 - Joint resources to support transboundary cooperation
 - Capacity-building
 - Any other tasks (*please list*): [fill in]

(h) What are the main difficulties and challenges that your country faces with the operation of the joint body or mechanism, if any?

- Governance issues
Please describe, if any: [fill in]
- Unexpected planning delays
Please describe, if any: [fill in]
- Lack of resources
Please describe, if true: [fill in]
- Lack of mechanism for implementing measures
Please describe, if true: [fill in]
- Lack of effective measures
Please describe, if true: [fill in]
- Unexpected extreme events
Please describe, if any: [fill in]
- Lack of information and reliable forecasts
Please describe, if any: [fill in]
- Others (*please list and describe, as appropriate*): [fill in]

(i) Does the joint body or mechanism, or its subsidiary bodies meet regularly?

Yes /No

If yes, how frequently does it meet?

- More than once per year
- Once per year
- Less than once per year

(j) What are the main achievements with regards to the joint body or mechanism? [fill in]

(k) Did the joint body or mechanism ever invite a non-riparian coastal State to cooperate?

Yes /No

If yes, please give details. If no, why not, e.g. are the relevant coastal States also riparian States and therefore already members of the joint body or mechanism? [fill in]
The most relevant coastal States are party to the Drin MoU.

4. Have joint objectives, a common strategy, a joint or coordinated management plan or action plan been agreed for the basin, sub-basin, part of a basin or group of basins?

Yes /No

If yes, please provide further details: [Drin Strategic Action Programme (SAP) adopted in 2020.]

5. How is the transboundary basin,–sub-basin, part of a basins or group of basins protected, including the protection of ecosystems, in the context of sustainable and rational water use?

Regulation of urbanization, deforestation, and sand and gravel extraction.

Environmental flow norms, including consideration of levels and seasonality

Water quality protection, e.g. nitrates, pesticides, faecal coliforms, heavy metals

Water-related species and habitats protection

Other measures (*please describe*): [fill in]

6. (a) Does your country regularly exchange information and data with other riparian States in the basin, sub-basin, part of a basin or group of basins?

Yes /No

- (b) If yes, how often:

More than once per year

Once per year

Less than once per year

- (c) Please describe how information is exchanged (e.g. in connection with meetings of joint bodies): [fill in]In connection with meetings

- (d) If yes, on what subjects are information and data exchanged?

Environmental conditions

Research activities and application of best available techniques

Emission monitoring data

Planned measures taken to prevent, control or reduce transboundary impacts

Point source pollution sources

Diffuse pollution sources

Existing hydromorphological alterations (dams, etc.)

Flows or water levels (including groundwater levels)

Water abstractions

Climatological information

Future planned measures with transboundary impacts, such as infrastructure development

Other subjects (*please list*): [fill in]

Other comments, e.g. spatial coverage of data and information exchange: [fill in] Information exchange

(e) Is there a shared database or information platform?

Yes /No

(f) Is the database publicly available?

Yes /No

If yes, please provide the web address: [fill in]

(g) What are the main difficulties and challenges to data exchange, if applicable?

Frequency of exchanges

Timing of exchanges

Comparability of data and information

Limited spatial coverage

Inadequate resources (technical and/or financial)

Other (*please describe*): [fill in]

Additional comments: [fill in]

(h) What are the main benefits of data exchange on the basin, sub-basin, part of a basin or group of basins? (*please describe*): [fill in]

7. Do the riparian States carry out joint monitoring in the transboundary basin, sub-basin, part of a basin or group of basins?

Yes /No

(a) If yes, what does the joint monitoring cover?

	<i>Hydrological</i>	<i>Ecological</i>	<i>Chemical</i>
Border surface waters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Surface waters in the entire basin	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Surface waters on the main watercourse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Surface waters in part of the basin please describe [fill in]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transboundary aquifer(s) (connected or unconnected)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Aquifer(s) in the territory of one riparian hydraulically connected to a transboundary river or lake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(b) If joint monitoring is carried out, how is this done?

National monitoring stations connected through a network

or common stations

Please describe: [fill in]

Joint and agreed methodologies

Please describe: [fill in]

Joint sampling

Please describe: [fill in]

Common monitoring network

Please describe: [fill in]

Common agreed parameters

Please describe: [fill in]

(c) Please describe the main achievements regarding joint monitoring, if any: [fill in]

(d) Please describe any difficulties experienced with joint monitoring: [fill in]

8. Do the riparian States carry out joint assessment of the transboundary basin, sub-basin, part of a basin or group of basins?

Yes /No

If yes, please provide the date of the last or only assessment, the frequency and scope (e.g., surface waters or groundwaters only, pollution sources, etc.) of the assessment, and assessment methodology applied:

[fill in]

9. Have the riparian States agreed to use joint water quality standards?

Yes /No

If yes, what standards have been applied, e.g. international or regional standards (please specify which), or have national standards of the riparian States been applied? [fill in] EU Water Framework Directive and its daughter Directives are key documents that set up water quality standards.

10. What are the measures implemented to prevent or limit the transboundary impact of accidental pollution?

Notification and communication

Coordinated or joint early warning or alarm system for accidental water pollution

Other (*please list*): [fill in]

No measures

If not, why not? What difficulties does your country face in putting in place such measures?: [fill in]

11. What are the measures implemented to prevent or limit the transboundary impact of extreme weather events and climate change?

Notification and communication

-
- Coordinated or joint alarm system for floods
 - Coordinated or joint alarm system for droughts
 - Joint climate change adaptation strategy
 - Joint disaster risk reduction strategy
 - Other (*please list*): [fill in]
 - No measures

If not, why not? What difficulties does your country face in putting in place such measures?: [fill in]

12. Are procedures in place for mutual assistance in case of a critical situation?

Yes /No x

If yes, please provide a brief summary: [fill in]

13. Are the public or relevant stakeholders involved in transboundary water management in the basin, sub-basin, part of a basin or group of basins?

Yes /No

If yes, how? (please tick all applicable)

Stakeholders have observer status in a joint body or mechanism

Stakeholders have an advisory role in the joint body

Stakeholders have a decision-making role in the joint body

If yes, please specify the stakeholders for the joint body or mechanism:
[fill in]

Intergovernmental organizations

Private sectors organizations or associations

Water user groups or associations

Academic or research institutions

Other non-governmental organizations

General public

Other (please specify): [fill in]

Availability of information to the public

Consultation on planned measures or river basin management plans⁸

Public involvement

Other (*please specify*): [fill in]

⁸ Or, where applicable, aquifer management plans.

Please remember to complete section II for each of the transboundary basins, sub-basin, part of a basin or group of basins. Please also remember to attach copies of agreements or arrangements, if any.

III. Water management at the national level

In this section, you are requested to provide general information on water management at the national level as it relates to transboundary waters. Information on specific transboundary basins, sub-basins, part of basins and groups of basins, should be presented in section II and not repeated here.

1. (a) Does your country's national legislation, policies, action plans and strategies refer to measures to prevent, control and reduce any transboundary impact?

Yes /No

If yes, please briefly describe the main national laws, policies, action plans and strategies [fill in] Law on water, Water management strategy

- (b) Does your country's legislation provide for the following principles?

Precautionary principle Yes /No

Polluter pays principle Yes /No

Sustainable development Yes /No

User pays principle Yes /No

If yes, please briefly describe how these principles are implemented at the national level: [fill in]

- (c) Does your country have a national licensing or permitting system for wastewater discharges and other point source pollution? (e.g., in industry, mining, energy, municipal, wastewater management or other sectors)?

Yes /No

If yes, for which sectors?

Industry

Mining

Energy

Municipal

Livestock raising

Aquaculture

Other (please list): [fill in]

Please briefly describe the licensing or permitting system, indicating whether the system provides for setting emission limits based on best available technology?

If yes, for which sectors? (please list): [Law on water defined facilities which can have significant impact at the water pollution:

Facilities for the generation and use of nuclear energy;
Base and chemical industry, and ferrous and non-ferrous metallurgy facilities;
Facilities for the production and processing of oil and gas;
Facilities for the generation of heat and energy;
Facilities for the production, processing, and enrichment of mineral ores;
Facilities for wood processing and the production of cellulose and paper;
Facilities for the production and processing of construction materials, glass and stone;]

If not, please explain why not (giving the most important reasons) or provide information if there are plans to introduce a licensing or permitting system: [fill in]

(d) Are the authorized discharges monitored and controlled?

Yes /No

If yes, how? (Please tick the ones applicable):

Monitoring of discharges	<input checked="" type="checkbox"/>
Monitoring of physical and chemical impacts on water	<input checked="" type="checkbox"/>
Monitoring of ecological impacts on water	<input type="checkbox"/>
Conditions on permits	<input type="checkbox"/>
Inspectorate	<input checked="" type="checkbox"/>

Other means (*please list*): [fill in]

If your country does not have a discharge monitoring system, please explain why not or provide information if there are plans to introduce a discharge monitoring system:
[fill in]

(e) What are the main measures which your country takes to reduce diffuse sources of water pollution on transboundary waters (e.g., from agriculture, transport, forestry or aquaculture)? The measures listed below relate to agriculture, but other sectors may be more significant. Please be sure to include these under "others":

Legislative measures

Norm for uses of fertilizers	<input checked="" type="checkbox"/>
Norms for uses of manure	<input type="checkbox"/>
Permitting system	<input type="checkbox"/>
Bans on or norms for use of pesticides	<input checked="" type="checkbox"/>
Others (<i>please list</i>): [fill in]	

Economic and financial measures

Monetary incentives	<input type="checkbox"/>
Environmental taxes (such as fertilizer taxes)	<input type="checkbox"/>
Others (<i>please list</i>): [fill in]	

Agricultural extension services

Technical measures

Source control measures

-
- Crop rotation
 - Tillage control
 - Winter cover crops
 - Others (*please list*): [fill in]
 - Other measures*
 - Buffer/filter strips
 - Wetland reconstruction
 - Sedimentation traps
 - Chemical measures
 - Others (*please list*): [fill in]
 - Other types of measures**
 - If yes, please list:* [fill in]

(f) What are the main measures which your country takes to enhance water resources allocation and use efficiency?

Please tick as appropriate (not all might be relevant)

- A regulatory system regarding water abstraction
- Monitoring and control of abstractions
- Water rights are defined
- Water allocation priorities are listed
- Water-saving technologies
- Advanced irrigation techniques
- Demand management activities
- Other means (please list)

(g) Does your country apply the ecosystems approach?

Yes /No

If yes, please describe how: [In our national legislation we have many area of apply ecosystems approach: fishery, integrated coastal zone management]

(h) Does your country take specific measures to prevent the pollution of groundwaters?

Yes /No

If yes, please briefly describe the most important measures: [Law on Water defined programme of measures which is the part of RBMPs]

2. Do your national laws require transboundary environmental impact assessment (EIA)?

Yes /No

If yes, please briefly describe the legislative basis, and any related implementing procedures. [Law on Environmental impact assessment]

If not, do other measures provide for transboundary EIA? [fill in]

IV. Final questions

1. What are the main challenges your country faces in cooperating on transboundary waters?

- Differences between national administrative and legal frameworks
- Lack of relevant data and information
- Difficulties in data and information exchange
- Sectoral fragmentation at the national level
- Language barrier
- Resource constraints
- Environmental pressures, e.g. extreme events
- Sovereignty concerns

Please list other challenges and/or provide further details: [fill in]

2. What have been the main achievements in-cooperating on transboundary waters?

- Improved water management
- Enhanced regional integration, i.e. beyond water
- Adoption of cooperative arrangements
- Adoption of joint plans and programmes
- Long-lasting and sustained cooperation
- Financial support for joint activities
- Stronger political will for transboundary water cooperation
- Better knowledge and understanding
- Dispute avoidance
- Stakeholder engagement

Please list other achievements, keys to achieving success, and/or provide concrete examples: [fill in]

3. Please indicate which institutions were consulted during the completion of the questionnaire

- Joint body or mechanism
- Other riparian or aquifer countries
- National water management authority
- Environment agency/ authority
- Basin authority (national)
- Local or provincial government
- Geological survey (national)
- Non-water specific ministries, e.g. foreign affairs, finance, forestry and energy
- Civil society organizations

Water user associations

Private sector

Other (please list): [fill in]

Please briefly describe the process by which the questionnaire was completed:
[fill in]

4. If you have any other comments please add them here (*insert comments*): [fill in]
5. Name and contact details of the person(s) who filled out the questionnaire (*please insert*): Momčilo Blagojević: e-mail: momcilo.blagojevic@mpsv.gov.me

Date: 17.02.2021

Signature:



Thank you very much for taking the time to complete this report.

**THE DRIN:
A STRATEGIC SHARED VISION**

**Memorandum of Understanding
for the Management of the Extended Transboundary Drin Basin**

Preamble

1. Mindful of the Ohrid Declaration of 18 April 2011 in which we, the water and/or environment competent Ministers of the Drin Riparians (hereinafter, the “Ministers”) committed to negotiate and adopt a Shared Vision document on the coordinated management of the Extended Transboundary Drin Basin (hereinafter the “Drin Basin”);
2. Expressing our political will towards basin-wide mutual-understanding in water management as a precondition for cooperation towards sustainable development;
3. With full appreciation of the work of the Drin Core Group whose establishment in 2009 signalled the initiation of the Dialogue among the stakeholders for the management of the Drin Basin (Drin Dialogue), and taking fully into consideration the outcomes of the Drin Dialogue;
4. Confirming our commitment to sustainable development in the Drin Basin that can be brought about in a coherent way through transboundary cooperation, in accordance with the principles of the European Union integration process;
5. Aware that the Drin River is the connecting agent of an extended shared watershed, including a number of shared water bodies and an adjacent sea, the Adriatic, linking these into a hydrologic system that supports a variety of ecosystems within the Drin Basin□
6. Considering that the Drin Basin is of international importance, due to its morphology and biological diversity, including the habitats within its Sub-Basins that are vital for the conservation of numerous rare species, many of which are endemic and/or globally endangered;
7. Considering environmental protection and conservation, and sustainable use of the natural resources of the Drin basin, including water, to be an integral part of the development process aimed at meeting the needs of the present and future generations on an equitable basis;
8. Recognizing that sustainable development in the Drin Basin should include a balanced and reconciled development of vital economic sectors such as tourism, agriculture, energy production, fisheries and forestry;
9. Acknowledging the need for sustainable and integrated management of the shared water resources in the Drin Basin and stressing our joint responsibility in this regard□
10. Being guided by the principle of reasonable and equitable use of water resources;
11. Convinced of the need for promoting adequate institutional arrangements and capacity building for sustainable and integrated water resources management in the Drin Basin□
12. Recognizing the need to coordinate management efforts across the Sub-Basins in this regard, while making use of the existing cooperation schemes that have been established for some of the Sub-Basins, namely Prespa Park Management Committee, Lake Ohrid Watershed Committee, and Lake Skadar-Shkoder Commission;
13. Convinced of the need of structured stakeholder involvement as part of sustainable basin management;
14. Recognizing the need to meet the obligations arising from relevant international agreements, particularly the Convention on the Protection and Use of Transboundary Watercourses and International Lakes (March 17, 1992 – hereinafter referred to as “UNECE Water Convention”) and its Protocols, the Convention on Wetlands of International Importance Especially as Waterfowl Habitat (Ramsar, February 2, 1971), the Convention for the Protection of the Mediterranean Sea Against Pollution (16 February 1976) and its Protocols and taking into consideration provisions of the UN Convention on the Law of the Non-Navigational Uses of International Watercourses (May 21, 1997);
15. Conforming to the principles and legal framework of the European Union, in particular the Directive 2000/60/EC of the European Parliament and of the Council establishing a framework for the Community action in the field of water policy (October 23, 2000 – hereinafter referred to as “EU WFD”);
16. Acknowledging the contribution of the UNECE, GWP-Med and the Petersberg Phase II / Athens Declaration process, that support the Drin Dialogue, in reaching the signing of this MoU;

Now, therefore, the Ministers hereby enter into this Memorandum of Understanding (hereinafter,

“MOU”), to be referred to as “The Drin: A Strategic Shared Vision”:

Article 1. Definitions

1. The “Sub-Basins” consist of the respective geographical areas of each of the following basins: the Prespa Lakes, Lake Ohrid, Lake Shkoder/Skadar (collectively, the “Three Lake Areas”); the Black Drin River (Crni Drim or Drin i Zi); the White Drin River (Beli Drim or Drin i Bardhë); the Drin River (Drim or Drini or Drin i madh), and the Buna/Bojana River.
2. The “Extended Transboundary Drin Basin,” or “Drin Basin” is the geographical area consisting of the integrated geographical areas of all the Sub-Basins.
3. The “Parties” are the five water and/or environment competent Ministries of the Drin Riparians represented by the respective Ministers.
4. The “Drin Core Group” (hereinafter, “DCG”) is the informal body established in 2009 to provide a Forum for coordination among the Parties to enable communication and cooperation among them and the key stakeholders and for the coordination and the facilitation of implementation of the Drin Dialogue, comprising of representatives of the: Parties; Prespa Park Management Committee; Lake Ohrid Watershed Committee; Lake Skadar-Shkoder Commission; United Nations Economic Commission for Europe (hereinafter referred to as the “UNECE”); Global Water Partnership – Mediterranean (hereinafter referred to as the “GWP-Med”); and Mediterranean Office for Environment Culture and Sustainable Development (hereinafter referred to as the “MIO- ECSDE”).
5. The “Drin Dialogue” is a coordinated and structured consultation process, initiated in 2009, among the Parties, the existing joint Commissions/Committees in some of the Sub-Basins and stakeholders, towards the development of a Shared Vision for the enhancement of transboundary cooperation and sustainable management of the Drin Basin in compliance with existing regional and international legislation in particular the provisions of the UNECE Water Convention, the EU Water Framework Directive (hereinafter referred to as the “EU WFD”) and other related multilateral agreements, facilitated by the UNECE and the GWP-Med and conducted within the frameworks of the UNECE Water Convention and the Petersberg Phase II / Athens Declaration Process.

Article 2. Objective

The Parties, through their Ministers, commit to promote joint action for the coordinated integrated management of the shared water resources in the Drin Basin, as a means to safeguard and restore to the extent possible the ecosystems and the services they provide, and to promote sustainable development across the Drin Basin.

Article 3. Common Concerns for sustainable development of the Drin Basin

The Parties hereby should undertake concrete actions to address problems identified as affecting sustainable development in the entire Drin Basin or in one or more of the Sub-Basins:

- (i) Improving access to comprehensive data and adequate information to fully understand the current state of the environment and the water resources and the hydrologic system (including surface, underground and coastal waters) as well as ecosystems of the Drin Basin;
- (ii) Establish conditions for a sustainable use of water and other natural resources;
- (iii) Develop cooperation and measures to minimise flooding especially in the lower parts of the Drin Basin;
- (iv) Improve management and appropriate disposal of solid wastes;
- (v) Decrease nutrient pollution deriving from untreated or poorly treated wastewater discharges and unsustainable agricultural practices;
- (vi) Decrease pollution from hazardous substances such as heavy metals and pesticides;
- (vii) Minimise effects of hydro-morphologic interventions that alter the nature of the hydrologic system and the supported ecosystems, resulting in their deterioration.

Article 4. Priority Actions at national, bilateral and/or multilateral levels

1. In the short term (to 2013) a set of minimum, “No Regret” measures should be initiated and carried out to promote integrated water resources management, also at national level, and facilitate enhancement of cooperation, including:

- a. Elaboration of coordination enhancement mechanisms among the Parties. The Drin Core Group will be used for this purpose.
- b. Enhancement of the knowledge basis about the Drin Basin that will allow planning of management and implementation of the EU WFD at national, Sub-Basin and Drin Basin level as well as enhanced cooperation among the Parties in the future. This may be achieved through the characterization of the Drin Basin in accordance to the EU WFD and the analysis of the hydrological patterns integrating consideration of: (i) the results achieved in the Three Lake Areas through previous and on-going GEF funded projects; (ii) the results of other on-going and past relevant projects; (iii) the karstic nature of large sections of the Drin Basin; (iv) the surface/groundwater interaction patterns and conjunctive uses throughout the Drin Basin; and (v) the coastal ecosystems, transitional waters and shallow marine environment. The characterization of each Sub-Basin should be done either at the national level or through bilateral or multilateral coordination or cooperation on the basis of related existing agreements among the Parties concerning the management of each Sub-Basin. This information will be available to all Parties through the system indicated in point 4.1.c and potentially in the future through this indicated in point 4.2.d.
- c. Improvement of information exchange through the establishment of a system for regular exchange of relevant information among the competent authorities of each Party.
- d. Enhancement of cooperation in the field of flood risk preparedness, management and mutual support. This may be achieved through the preparation of different options for the establishment of cooperation at technical level in this regard, by a working group comprising of representatives of the competent authorities of the Parties under the coordination of the Drin Core Group.
- e. Institutional strengthening in the field of integrated water resources management targeting managers, practitioners, relevant officers of national, regional and local authorities, other stakeholders etc. Towards this end, capacity building activities could be foreseen in fields of priority such as: (i) integrated basin planning and management in accordance with the EU WFD, (ii) practices of transboundary water cooperation in accordance to the UNECE Water Convention, (iii) GIS & spatial planning, (iv) Environmental Impact Assessments and industrial site inspections, (v) flood management, (vi) natural wastewater treatment systems, (vii) best agricultural practices, (viii) avoidance and containment of invasive species, (ix) environmental monitoring system design and management, (x) enforcement of water quality, water abstractions, recharge area protection and biodiversity regulations, (xi) groundwater management, (xii) sustainable tourism, etc.
- f. Promotion of public participation and stakeholders’ engagement. This may be achieved through the preparation and implementation of a Stakeholders Involvement Plan.

2. In the Medium Term (till 2015) actions undertaken should allow the establishment of instruments to be used for the sustainable management of water resources in the Drin Basin, including:

- a. Achievement of a science based consensus, among the Drin Riparian’s, on key (Drin Basin) transboundary priorities including climate change scenarios, and also main drivers of change and indicators of sustainable development for the basin, based on the knowledge basis established (see 4.1.b. above).
- b. Preparation of an elaborated water balance for the Drin Basin as a useful decision support tool at national and transboundary levels.
- c. Establishment of a harmonized Drin Basin Water Monitoring Program compatible with the UNECE Guidelines on Monitoring and Assessment of Transboundary Rivers, the relevant provisions of the EU WFD, and the Shared Environmental Information System (SEIS) of the EEA.
- d. Making use of the efforts described under 4.1.c., establishment of an Information Management System (IMS) that will enable authorities to collect, store and share data and information produced through the Drin Basin Water Monitoring Program.
- e. Establishment of basin-wide cooperative management on the basis of an agreement among the Parties and the establishment of a Basin Commission.

3. In the Long Term (after 2016) the instruments that will allow the Parties to work towards sustainable management of the water resources in the Drin Basin are expected to be in place, including:

- a. Development of a Drin Basin Management Plan in accordance with the EU WFD and the UNECE Water Convention, that will serve as the guidance document for the development and implementation of river/lake basin

management plans for each of the Sub-Basins at national and transboundary level in accordance with the bilateral and multilateral agreements among the Drin Riparian's.

Article 5. Implementation and Monitoring

1. Pursuant to point 4.1.a, the mandate of the DCG is prolonged and expanded to facilitate communication and cooperation among the Parties for the implementation of the provisions of the present MoU. The functions and responsibilities of the DCG are defined in the Annex to this MoU.
2. Understanding the need for the implementation of the Strategic Shared Vision to reflect the views of the stakeholders the Parties call for an annual meeting of stakeholders from the Drin Riparian's and appreciate and accept the offer of UNECE and GWP-Med to facilitate its organization.
3. Aiming at the enhanced and structured engagement of stakeholders in the implementation of the MoU the Parties encourage the establishment of the "Drin Water Partnership" as a mechanism that will facilitate (a) awareness raising; (b) information exchange; (c) communication; (d) capacity building; (e) consultation and active participation if need be.
4. The Parties request GWP-Med in cooperation with MIO-ECSDE to elaborate on such a scheme and explore possibilities to establish under the auspices of GWP-Med such a Water Partnership.
5. The Parties ensure the participation of their respective Governments, within their possibilities, to provide resources for the implementation of the provisions of this MoU and call upon and invite

the EU, Global Environment Facility and other donors to join and provide support in this regard. The DCG shall initiate, stimulate and coordinate activities in this regard.

6. The Parties request the continuation of the assistance provided under the Petersberg Phase II / Athens Declaration Process, coordinated by the German and Greek governments and the World Bank, as well as under the UNECE Water Convention.
7. The Parties urge UNECE and the GWP-Med to continue providing their technical support and facilitation of the process.

Article 6. Meetings of the Parties

The Ministers responsible for the management of water resources and/or environment of the five Parties shall meet ANNUALLY to review progress in the implementation of the present MoU and its provisions.

Article 7. Legal Effect

The present MoU shall not affect the status of bilateral relationships and rights and obligations of the Parties under prior Memoranda of Understanding and/or all international Agreements concluded among them.

Article 8. Validity

The present MoU becomes valid from the date of signing.

Article 9. Withdrawal

A Party may withdraw from this MoU by giving written notice to every other Party, which shall become effective with respect to such Party 30 days after receipt of such notice by all Parties.

Article 10. Termination

This MoU may be terminated by a majority decision of the Parties. Such termination shall take effect six months after such a decision by the Parties. Annex. Set-up, Functions and Responsibilities of the Drin Core Group

The set-up, functions and responsibility of the DCG is the following:

- (i) The DCG will be comprised of the nominated representatives of the: (a) Parties (hereinafter referred at as the "representatives of the Parties"); (b) Prespa Park Management Committee; (c) Lake Ohrid Watershed Committee; (d) Lake Skadar-Shkoder Commission; (e) UNECE; (f) GWP-Med; (g) MIO-ECSDE.
- (ii) GWP-Med will serve as the Secretariat of the DCG providing technical and administrative support.
- (iii) The institutions and bodies participating in the DCG may alter their representatives in the DCG through a formal letter to the DCG Secretariat.
- (iv) The decisions of the DCG will be taken by the representatives of the Parties on the basis of consensus.

(v) The DCG shall meet on a regular basis and not less than once per year. The next meeting of the DCG will be organized within 6 months from the signing of the MoU. The dates and the frequency of the meetings to follow will be decided by the DCG itself.

(vi) A non-scheduled meeting of the DCG may be called at the request of any of the representatives of the Parties upon submission to the Secretariat of a written request including explanation of the reasons for such meeting, which shall be promptly distributed to all DCG members.

(vii) The venue of the meetings will be decided by the DCG. The meetings shall be chaired by the representative of the Party in which they are held.

(viii) The DCG shall amend as necessary in conformity to the aforementioned in this article and in accordance to the requirements stemming from the MoU its internal rules of organization and Terms of Reference (ToR) decided at Podgorica on 1 December 2009.

(ix) Possible changes in the set-up, functions and responsibility of DCG is decided of by the meeting of the Parties.

Done at , this day of two thousand and , in XXX copies, one for each Party, in the English language.

Minister Fatmir Mediu

Minister Abdilaqim Ademi

Minister Georgios
Papakonstantinou

Minister Dardan Gashi

Minister
Tarzan Milosevic

odnosa BiH

**FRAMEWORK AGREEMENT
BETWEEN
THE GOVERNMENT OF MONTENEGRO
AND THE COUNCIL OF MINISTERS OF THE REPUBLIC OF ALBANIA**

ON MUTUAL RELATIONS IN THE FIELD OF MANAGEMENT OF TRANSBOUNDARY WATER

The Government of Montenegro and the Council of Ministers of the Republic of Albania (hereinafter referred to as: the Parties),

GUIDED by the intention to develop direct and long-term cooperation in the field of management of waters of common interest,

AIMING at contributing to the improvement of overall mutual relations, as well as relations in the region,

CONSIDERING the efforts of Parties to, in the European Union ("EU"), membership process, harmonize their laws with the Aquis communautaire in the water and environmental sector, in particular in relation to the provisions of the

Directive 2000/60 of the European Parliament and of the Council of 23 October 2000 (EU Water Framework Directive, hereinafter referred to as: WFD),

GIVEN the obligation to observe and comply with the standards and principles of the water and environment law defined by: Convention on the Protection and Use of Transboundary Watercourses and International Lakes (Helsinki, 1992), Convention on the Law of the Non-Navigational Uses of International Watercourses (New York, 1997), ESPOO Convention for the Protection of the Mediterranean Sea Against Pollution (Barcelona, 1976) and all the protocols, based on this Convention, as well as other relevant international treaties and other legal acts,

Based on the need to ensure transboundary water resources management of interest to the Parties, in compliance with the international legal instruments in this field that are binding on the Parties, based on the WFD, have agreed as follows:

CHAPTER I GENERAL PROVISIONS

Article 1 Objectives of the Agreement

The objective of this Framework Agreement (here and after “the Agreement”) is the common commitments for the settlements of all issues, including the works and activities, and also the facilitation of cooperation in the area of transboundary fresh water sustainable management, of interest to one or both Parties, because of their impact on the changes in the water quantity and quality.

Article 2 Areas of cooperation

The provisions of this Agreement shall refer to the shared interest, interference for facilities of water management (of which hydro-power plants and management plans for Shkodra/Skadar Lake and Drini/Drim, Buna/Bojana and Moraca rivers are of special importance), activities and events, which have or might have, from the point of view on waters, water objects and equipment for water use, in particular:

- 1) Water resources balance;
- 2) Preservation and protection from harmful effects of water;
- 3) Adjustment and maintenance of watercourses;
- 4) Protection of transboundary waters from pollution;
- 5) Use and management of shared transboundary water objects;
- 6) Use of all transboundary waters of shared interest (of which the waters of Shkodra/Skadar Lake, Drini/Drim, Buna/Bojana, Morača, Grnčari, and Cemi/Cijevna rivers);
- 7) Exploration of impact of interference of water management actions on the environment;
- 8) Mutual notification, information, consultation and exchange of experience and cooperation at regional and other levels of organization and connection in water area.

Article 3 Definition

The definitions, applied in this Law, shall have the following meanings:

- 1) “Sustainable management and water resources” is the integrated management of water resources which in relation to the natural, hydrological, hydro-geological and technical opportunities provides:
 - a) adequate quantity of water and proper quality for preservation, protection and improvement of water ecosystems and land ecosystems and wetland which are directly dependant on the water eco-system,
 - b) adequate quantity of water of proper quality for all types of usage,
 - c) protection from pollution,
 - d) protection from negative effect of water,

-
- e) settlements of conflict of interest and adaptation to various forms of water use, provided that any change to the existing use is made upon agreement between the Parties,
 - f) reasonable and fair allocation in the current and future use of water including the obligation for compensation of the Party affected by damage caused by transboundary impact, and
 - g) effective control of the water regime and water objects;

- 2) "Transboundary waters" means any surface and ground waters which can cross or are located on boundaries between two or more States;
- 3) "Waters of shared interest" are all surface and underground waters including water flows and their coverage areas, which are divided across the state border or which are located in their catchment areas, that because of the impact on the change of water quantity or quality or transboundary impact are interest to one or both Parties;
- 4) "Transboundary impact" means any effect resulting from use of water or a change in the conditions of water caused by a human activity, as a consequence of interference by one Party in its territory, which may effect life and property, safety of water objects and environment in the territory of the other Party, that may be accurately stated based on knowledge of both Parties;
- 5) "Interference" is any eventual activities, initiated or planned, related to the water, that has or may cause the transboundary impact;
- 6) "Damage caused by the transboundary impact" concerns any damage caused by interference, which had or has impact on life, property, object security or environment or water body on the territory of other Party or by means of which some of its rights or right-based interests have been violated;
- 7) "Water objects" are structures or group of structures together with the supporting equipment which constitute a technical or technological unit and serve for the integrated water management, water and water resources regulation, protection from negative effects of water, protection of waters from pollution, water safety and creation of conditions for a variety of water exploitation and use;
- 8) "Accidental pollution" is the sudden pollution occurring as a result of any activity or event including hazardous substances and other agents which cause direct or indirect damage, immediate or subsequent, on human health or safety, flora, fauna, soil, air, water, climate, landscape and historical monuments and also effects on cultural heritage or social-economic conditions resulting from alterations to those factors;
- 9) "Water status" is the condition of a water body, defined by its quantitative and qualitative status.

Article 4

Basic principles

The Parties cooperate on the principle of sovereign equality, territorial integrity, reciprocity, mutual benefit and in good faith.

All interventions and activities (current and future) under this Agreement shall be based on the principles of prevention, precautionary measures without causing damage, application of the 'polluter pays' principle, sustainable economic development and reasonable and fair use of water, and in relation to environmental protection – proper sustainable use of water.

The Parties ensure full transparency in the decision-making process, referring to the issues which are the subject matter of this Agreement.

The Parties act in compliance with EU acts, standards and international directives and their national legislation.

CHAPTER II COOPERATION

Article 5

Ways of cooperation

For the purpose of this Agreement, the Parties shall cooperate through:

- 1) Regular and timely exchange of data and complete and accurate information in relation to all issues which are the subject-matter of this Agreement;

2) Consultation, coordination and active involvement in the workings of the Montenegrin-Albanian Water Resources Management Commission of shared interest, referred to in Article 16 of this Agreement (hereinafter referred to as: Water Resources Management Commission) and bodies set up within it;

3) Active enforcement of legal, organisational, institutional, technical, economical and other measures, necessary for the implementation of this Agreement.

Further details on the relationship, which is the subject-matter of this Agreement, in order to achieve cooperation between the Parties, shall be governed by common acts of the Parties.

Article 6

Use of water resources

The Parties must ensure fair, reasonable and sustainable use of water resources at their disposal, based on the balance of water resources of shared interest, coordinated plans and projects, water management acts and other relevant criteria.

The Parties through special acts, must define in details: the relevant factors for fair, reasonable and sustainable use of water resources of shared interest, method for settlements of dispute for practical use of water resources of shared interest, methodology for development of their balance and the method for measuring and defining the quality of the water available.

Article 7

Protection of water resources

The Parties shall take measures to prevent aggravation and try to improve the status of water resources of shared interest.

The Parties shall agree, where appropriate, based on mutually adopted methodology, based on WFD, on the regular control of water resources quality, and joint assessment of the status and the trend of the periodic water resources status modification, based on criteria agreed upon on the water quality and methodology for assessment and determining the testing results.

The Parties shall take measures to prevent and eliminate the effect of accidental pollution and hazardous substances and components in order to achieve good status water in certain sources of pollution. The Parties shall accept the list of hazardous substances from WFD.

The Parties shall be consulted on the granting of water permits and other water acts concerning the new objects or reconstruction of existing ones on the territory, that is the subject-matter of this Agreement; they shall apply the most advanced technology for the treatment of water discharged in water bodies of shared interest and they shall mutually respect the adopted limit values of quality those water resources.

The Parties shall consider the relevant EU rules by complying with the limit values of water quality standards, defined in the WFD.

The Parties, in the case of transboundary impact of certain sources of pollution on the water quality shall take measures to reduce this impact and place it under monitoring.

The Parties shall conduct risk assessment on the primary hazardous pollutant factors in the development of strategies against water pollution.

The Parties shall notify each-other, within the shortest possible time, of occurrence of accidental pollution, which result might be transboundary impact or such impact might be probable. Upon the request of damaged Party, the other Party shall cooperate to reduce and eliminate the effects.

The Parties shall take measures to intervene in the affected water areas of shared interest in order to minimise the effects of accidental pollution from the by-products of oil or other floating pollutants, where necessary.

The Parties shall govern thorough cooperation in the area of protection of water resources through a special act, where appropriate.

Article 8

Protection of water resources from harmful effects

The Parties shall take the necessary measures to protect water resources of shared interest from harmful effects; they shall not act unilaterally and they shall refrain from taking measures which may cause negative effects on water resources of transboundary impact on the territory of the other Party.

The Parties shall regulate, through a special act, as thoroughly as possible and where necessary, the issues of importance for the protection of water resources from harmful effects.

Article 9

Water objects and water resources

The Parties, in compliance with the provisions of this Agreement:

- 1) Shall mutually preserve the good status of the water objects and equipment, riverbed and canal, which are the subject-matter of this Agreement;
- 2) Shall act according to the agreement for the treatment and operation of water objects and equipment;
- 3) Upon common agreement shall alter or build water objects and equipment and also undertake working and new measures which may have an impact on the conditions of water objects and equipment, and
- 4) shall consolidate all the planned actions that will be taken in the territory of the other Party, which may affect the sustainable management of waters of the other Party, by approving the act on management of water resources, conditions of water resources management, and other relevant acts and after the building of water objects, by approving the permit for the water resources management, for the Party in the territory where transboundary impact is expected to occur.

The Parties may sign separate agreements for the construction; use and maintenance of certain important water objects or water objects of significant transboundary impact.

Article 10

Monitoring, exchange and analysis of data and information

The Parties ensure proper monitoring to assess the quantity, quality and the water status.

The Parties must agree on the exchange and purpose of information required over hydrogeology, consumption, and water abstraction objects, operation manner, establishments and status of water objects and also other information necessary for the prevention, assessment and elimination of transboundary impacts.

The Parties, in addition to the exchange of data collected in their own monitoring networks shall present the activities of which they have jointly agreed, planned for the monitoring of quantities and/or status of water resources in the territory which is the subject-matter of this Agreement and which will be used for the warning in case of harmful event, where necessary.

Article 11

Ensuring the funding for project's implementation

The provisions of this Agreement shall apply to the joint efforts to ensure the necessary financial resources (including international or other assistance) from internal and international sources for the implementation of projects in the area of cooperation of this Agreement.

Article 12

Cooperation with neighbouring countries

The Parties, in coordinated manner, shall improve cooperation with the other countries and in particular with neighboring countries and where necessary such cooperation may be regulated by mutual contract through fulfilment of obligations foreseen by this Agreement.

Article 13

Liability for damage caused by transboundary impacts and compensation

The Parties must take all the proper measures to prevent considerable damage to the other Party, when they use water resources of shared interest in their territories, after having agreed in advance with the other Party or having received the approval by the competent authority.

If significant damage is caused to a Party, the Party that has used water resources of shared interest and caused damage, in absence of a concluded agreement or approval or another act given by the competent authorities of the affected Parties for such use, shall take all adequate measures, in compliance with the respective international law and this Agreement, in consultation with the affected parties, to eliminate and prevent such damage and if necessary, discuss the issue of compensation.

The Parties, where necessary, in accordance with this Agreement and the international law, in compliance with special act, may decide respective principles and procedures to be applied in defining damage caused by transboundary impacts, liability for the occurrence of damage and amount for damage compensation. The drafting of this document must not be a reason of delay in setting of amount for damage compensation.

The amount for compensation based of this Agreement will refer to damage caused by transboundary impact, if damage is caused as a consequence of interference of which there is no agreement with the damaged Party to govern the issue of possible damage. To Parties, for the assessment of damage, shall set up working groups (commissions, sub-commissions) upon the request of the damaged Party.

The damage compensation of the Party, referred to in paragraph 4 of this article, shall be applied from the date of interference.

Article 14

Maintenance of basic geodetic points

The Parties, in own national territory and at own expenses, must keep, preserve, and if necessary change and re-establish the basic geodetic points, water meters and signs, which are used for the development and maintenance of water objects and renovation of water activities in the waters of shared interest. The Parties shall make the information on these points available to the other Party, upon request.

Article 15

Public information and consultation

The Parties shall encourage active involvement of all the stakeholders in activities, which are important for implementation of this Agreement, especially in the preparation, review and update of the plans or projects related to water management.

CHAPTER III

WATER RESOURCES MANAGEMENT COMMISSION AND RELATED BODIES

Article 16

Foundation, composition and constitution

In order to achieve the cooperation in water resources management of shared interest, the Parties shall create a permanent Water Resources Management Commission, in compliance with the provisions of this Agreement.

The Water Resources Management Commission shall consist of 20 members. Either Party shall appoint its 10 members to the Water Resource Management Commission.

The Parties shall be informed of the appointment of members of the Water Resources Management Commission through diplomatic channels. The Parties, in the same manner, shall be notified of the termination of membership of a person appointed to the Commission and new appointments within the shortest possible time.

The Water Resources Management Commission shall be formed not later than 30 days from the entry into force of this Agreement.

Article 17

Tasks and scope of work of the Water Management Commission

In accordance with this Agreement, the competences, duties and objectives of work of the Water Resources Management Commission shall be defined in the Rules of Procedure of this Commission that will be adopted in the first session of its meeting.

Article 18

Establishment of the bodies of the Water Resources Management Commission and experts' commitment

The Water Resources Management Commission, in compliance with the needs, shall set up permanent sub-commissions, ad hoc sub-commissions and expert groups, and it may hire individual experts for specific issues and drafting of proposals for their settlements or reconciliation and implementation of tasks of shared interest.

Administrative work for the needs of the Water Resources Management Commission shall be carried out by bodies or authorities of the Parties responsible for international cooperation in the area of waters issues.

Article 19

Decision-making process and minutes of meetings

The Water Resources Management Commission shall approve decisions, conclusions, etc. unanimously.

The Water Resources Management Commission shall prepare record for each session, in three languages: Montenegrin, Albanian and English language.

Article 20

Transparency of workings of the Water Resources Management Commission

The Water Resources Management Commission must periodically and within the time limits set in the respective legislation and in details inform the public of the workings/activities.

The Parties, in order to achieve transparency of work, must ensure conditions for public participation in the works of the Water Resources Management Commission and also enforcement of the taken decisions.

CHAPTER IV

OTHER AUTHORITIES

Article 21

Competent authorities, bodies and other associations

The competent authorities, bodies and associations involved in activities of the Parties in water resources area, or which through their activity, from the point of view of water resources management have or might have an impact on water resources, water objects and equipment for the use of water shall establish direct contacts and the other forms of international cooperation for the performance of activities required to implement this Agreement.

Contacts and cooperation referred to paragraph 1 of this article shall be limited by the national legislation and this Agreement and they must not be in conflict with the designated authorities of the Parties and the Water Resources Management Commission, as well as measures and regulations adopted thereby.

CHAPTER V EXPENSES

Article 22

Expenses of the Water Resources Management Commission

Expenses of organization of the session of the Water Resources Management Commission, meetings of the sub-commissions and expert meetings shall be covered by the Parties in which territory the international meeting shall take place. Expenses for participation in the session of the Commission and other meetings shall be covered by either Party for its representatives.

Article 23

Other expenses

The Parties, upon agreement, shall define the expenses, their allocation and the manner of payment for maintenance and functioning of existing water objects and also the planning, design and building of future water objects and objects which are of shared interest, irrespective of the State where they are located and also other activities related to the implementation of this Agreement.

Expenses incurred in accordance with the planning, design, construction, maintenance of water objects and establishments, which are placed in the national territory of the Party that is responsible for pollution or damage.

The expenses of repair of accidental pollution, as well as the expenses arising from responsibility for damages of trans-boundary impacts shall be borne by a Party that is responsible for the occurrence of the pollution or damage.

Financial and taxation issues arising from implementation of this Agreement shall be regulated in relation to the valid legal requests of the Parties.

When the Parties need and may cover partially the expenses necessary for the implementation of provisions of this Agreement through the use of the international funds, the Parties shall act in a coordinated manner and they shall cooperate to give financial assistance for implementation of the project.

Financial issues concerning the implementation of this Agreement which are not governed by this Agreement or the regulations governed in compliance with this Agreement will be governed by mutual agreement.

Article 24

Customs provisions

The Parties must mutually ensure facilitated customs procedures for goods, which are necessary for implementation of planned projects and achievement of aims and also free movement of persons who perform work from one Party to the other, in compliance with this Agreement.

The competent authorities of the Parties, in order to fulfil the obligations referred to in paragraph 1 of this article, may conclude a special agreement, where appropriate.

Article 25

Settlement disputes

The Parties shall try to solve amicably any issues in interpretation and implementation of this Agreement and any dispute which may derive thereof within the Water Resources Management Commission.

Issues which are not approved within the Water Resources Management Commission shall be settled amicably by the Parties, through diplomatic channels in compliance with the international legislation.

Article 26

Relationship with other international agreements

This Agreement shall not prejudice the existing rights and obligations of the Parties deriving from other international agreements, concluded between them and/or in which they are Parties.

On the day of entering into force of this Agreement shall cease to be valid the Agreement on Water Issues between the Government of the Republic of Montenegro and the Government of the Republic of Albania from 31st October 2001, whereas Montenegrin - Albanian Commission for water management, established on the basis of this contract, shall continue its work until the establishment of the Water resources management Commission according to this contract.

CHAPTER VI

FINAL PROVISIONS

Article 27

Entry into force

This Agreement shall enter into force on the date of the last written notification for the fulfilment of the requirements of its entry into force through diplomatic channels, in compliance with the internal legal procedures of the Parties.

Article 28

Duration, termination and amendment

This Agreement shall be concluded for an indefinite period.

Either Party may notify the other Party in writing, through diplomatic channels, of the termination of this Agreement. Termination shall become effective one year after the receipt of such notification.

Either Party may propose modifications to this Agreement. The changes shall enter into force according to the procedures foreseen in the Article 27 of this Agreement.

Signed in Shkoder/Skadar on 03. July 2018 in three original copies, in Montenegrin language, in Albanian language and in English language, with all texts being equally authentic. In case of divergences when interpreting of this Agreement the English text shall prevail.

FOR THE GOVERNMENT
OF MONTENEGRO

FOR THE COUNCIL OF MINISTERS
OF THE REPUBLIC OF ALBANIA

Msc. Milutin SIMOVIC

Minister of Agriculture
Deputy Prime Minister

Ms. Senida Mesi