

**AGREEMENT**  
**between Government of Republic of Uzbekistan and**  
**Government of Tajikistan on joint activities and cooperation**  
**on early warning of Sarez Lake breakout**

May 30, 2000

Preamble

Article 1

Article 2. Terms and Definitions

Article 3. Competent Authorities

Article 4. Forms of Cooperation

Article 5. Cooperation between organizations and institutions

Article 6. Joint Commission

Article 7. Conditions for Hosting of Representatives

Article 8. Exchange of Information

Article 9. Utilization of landline and Cellular Channels for International  
Communication

Article 10. Use of Information

Article 11. Resolution of Disputes

Article 12. Modifications and Supplements

Article 13. Final Provisions

The Government of the Republic of Uzbekistan and the Government of the Republic of Tajikistan, hereinafter referred to as the Parties,

- seeking to strengthen traditionally friendly relations between the peoples of their countries, to develop cooperation between the Republic of Uzbekistan and the Republic of Tajikistan,
- recognizing that cooperation in the prevention and effective response to emergencies caused by breakout or threat of breakout of Sarez Lake will contribute to the well-being and safety of both states,
- aware of the risks to both countries of potential breakouts of Sarez Lake and the resultant disastrous flooding of large areas,
- given the environmental interdependence of their states, which requires a policy, agreed upon by the Parties, to prevent and eliminate possible border area emergencies,

have agreed on the following:

**Article 1**

To mitigate the amount of damage resulting from any potential environmental disaster caused by the Sarez Lake breakout, the Parties shall cooperate:

- in development and implementation of a reliable tracking and early warning system;
- to ensure permanent preparedness of management units and control systems, availability of resources and facilities designed to prevent and eliminate any consequences of the incident.

## **Article 2. Terms and Definitions**

Terms used in this Agreement have the following meanings:

**"Requesting Party"** means a Party that requests the other Party to provide information on the condition of Sarez Lake;

**"Providing Party"** - the Party that grants the other Party's request to provide information on the condition of Sarez Lake;

**"Communications Administration"** - designated government telecommunications agencies of the Parties;

**"Emergency"** - a situation in a specific location resulting from an accident, natural hazard, disaster, natural or other calamity, which may cause or has caused human casualties, damage to human health or the environment, significant material losses and disruptions in people's livelihoods;

**"Prevention of emergencies"** - an action plan carried out in advance and aimed at mitigating the risk of emergencies to the extent possible, as well as at protecting human health, reducing damage to the natural environment and material losses in the event of their occurrence;

**"Emergency response"** - emergency rescue and other urgent operations performed during emergencies to save lives and protect human health, minimize damage to the natural environment and reduce material losses, as well as to contain the emergency zone and stem the impact of its hazards;

**"Emergency zone"** - an area where an emergency situation has occurred.

## **Article 3. Competent Authorities**

The competent authorities of the Parties for the implementation of this Agreement shall be:

for the Uzbek Party - Ministry of Emergency Situations of the Republic of Uzbekistan;

for the Tajik Party - the Ministry of Emergency Situations of the Republic of Tajikistan. In the event any other competent authority is designated, the Parties shall promptly notify each other in writing via diplomatic channels

## **Article 4. Forms of Cooperation**

Cooperation between the Parties hereunder shall include:

- Development and implementation of robust local tracking and early warning systems;
- Organization and implementation of structure strain, seismological and hydrometeorological monitoring of any possible impacts in the event of a breakout of Sarez Lake;
- Forecasting emergencies that may be caused by a breakout of Sarez Lake, organization and performance of joint monitoring of the natural dam of Sarez Lake;
- Exchange of information on environmental and human risk assessment in respect of a potential breakout of Sarez Lake;
- Joint planning, development and implementation of research projects, exchange of scientific and technical publications and findings of research on the problems

- of Sarez Lake;
- Organization of joint conferences, seminars, workshops, drills and training sessions;
  - Preparation of joint publications and reports;
  - Ensuring coordination between the competent authorities of the Parties;
  - Organizing prompt notification by the providing Party to the requesting Party of the threat and occurrence of an emergency caused by a breakout of Sarez Lake;
  - Planning and implementation of measures for the construction of local warning systems in areas of potential flooding;
  - Other civil defense-related activities, prevention and response to emergencies triggered by a breakout or threat of a breakout of Sarez Lake, to be agreed upon by the competent authorities of the Parties.

#### **Article 5. Cooperation Between Organizations and Institutions**

The Parties, if necessary, shall encourage cooperation between government agencies and organizations, legal entities and individuals involved in prevention, early warning and emergency response activities required in the context of Sarez Lake issue.

#### **Article 6. Joint Commission**

To implement appropriate activities in performance hereunder, the competent authorities of the Parties shall establish a Joint Commission for cooperation in prevention and early warning of emergencies resulting from potential breakouts of Sarez Lake, shall designate its membership, define its responsibilities, and procedures.

#### **Article 7. Conditions for Hosting of Representatives**

The Party hosting representatives of the other Party to enable their participation in activities pursuant to this Agreement, not directly related to emergency response assistance, shall assume all costs involved in their stay and travel within its territory, unless otherwise expressly agreed by the Parties. Travel expenses to and from the state of the host Party, shall be paid by the sending Party.

#### **Article 8. Exchange of Information**

The Tajik Party shall submit weekly and, in emergency situations on Sarez Lake, real-time information to the Uzbek Party on the actual status of the specific emergency.

The above information shall be communicated via the channels of the relevant competent authorities of the Parties.

The competent authorities of the Parties shall develop a joint instruction on the procedure for reporting during routine activities, in case of a threat of, or actual occurrence of emergencies resulting from a breakout of Sarez Lake.

The Parties shall provide each other with information regarding the situation around Sarez Lake, either if so requested, or on their own initiative.

## **Article 9. Utilization of landline and Cellular Channels for International Communications**

The competent authorities of the Parties shall take appropriate steps to ensure early warning of the population in case of a threat of a breakout of Sarez Lake by a special automated alarm system and by limited access, where appropriate, to the rented lines of the communications administrations of the Parties on trunk and intra-zone channels.

## **Article 10. Use of Information**

Information received hereunder, except for non-public information in accordance with the laws of the states-parties, shall be published and used following customary practices and regulations of each of the Parties, unless otherwise agreed upon in writing by the competent authorities of the Parties.

## **Article 11. Resolution of Disputes**

Disputes arising in respect of interpretation and enforcement of this Agreement shall be resolved by way of negotiations between the Parties.

## **Article 12. Modifications and Supplements**

By mutual consent of the Parties, this Agreement may be modified and supplemented subject to execution of additional protocols, which shall constitute an integral part hereof.

## **Article 13. Final Provisions**

This Agreement shall enter into force on the day of its signature.

This Agreement shall be entered into for an indefinite term. Each of the Parties may terminate this Agreement upon written notice.

This Agreement may be terminated six months following the date of receipt by either Party of said termination notice.

Termination of this Agreement shall not affect any activities performed hereunder, which have been started but not completed prior to its termination, unless otherwise agreed by the Parties

Done in the city of Tashkent on May 30, 2000, in triplicate, in the Uzbek, Tajik and Russian languages, all texts being equally authentic. For the purposes of the interpretation of the provisions of this Agreement, the text in the Russian language shall be used.

For the Government of  
the Republic of Uzbekistan

For the Government of the  
Republic of Tajikistan