

AGREEMENT

between the Governments of the Republic of Kazakhstan, the Kyrgyz Republic, the Republic of Tajikistan and the Republic of Uzbekistan on the Use of Water and Energy Resources in the Syrdarya River Basin

Preamble

The Governments of the Republic of Kazakhstan, the Kyrgyz Republic, the Republic of Tajikistan and the Republic of Uzbekistan, hereinafter referred to as the Parties:

GUIDED by sincere spirits of good-neighborliness and cooperation;

RECOGNIZING the fact that the appointed countries followed the agreed procedure of Syrdarya Basin Water and Energy Uses, ensuring social and economic development of their countries and people's welfare;

NOTING that the Syrdarya basin has water and energy resources to promote the economic growth in the region;

HAVING a common desire to find the most precise and fair solution to use the water and energy resources of the Syrdarya basin in accordance with the principles of international law;

ACKNOWLEDGING that benefits derived from the joint operation of the Naryn-Syrdarya reservoir cascade, through a multi-year flow regulation and the flood control measures, include the use of water for irrigation and power generation;

TAKING INTO ACCOUNT that joint and comprehensive use of the water and energy resources of the Syrdarya basin must be implemented with regards to the environmental safety of the region;

NOTING the common interests of the participating countries and the urgent need for the development of an efficient and coordinated regime of water and energy resources use in the Syrdarya basin, taking into account the problems of the Aral Sea; the Parties agree on the following:

Article 1 Terms and Definitions [to be presented in addition]

Article 2 Purpose of the Agreement

2.1. Ensure water and energy resources management and use in the Syrdarya river basin taking into account the principles of equality and mutual benefits.

2.2. Ensure coordinated operation modes of the Naryn-Syrdarya reservoir cascade through long-term planning and regulation of flow and annual coordination of the decisions on water release, power generation and transmission and compensation of energy resources losses on a contractual basis.

Article 3 Principles of Sharing Water

3.1. The Parties are guided by the following principles in the use of water resources in the basin:

- a) Equitable and reasonable use of water resources in the basin by each Party.
- b) Prevention, limitation and reduction of negative transboundary impact through necessary joint actions (technical, legal, administrative and economic).
- c) Observance of agreed waterway regimes, water withdrawal limits, appropriate water quality and other environmental requirements with a view to preserving the river along the whole length as a natural object.
- d) Timely notification on emergency situations and taking of comprehensive measures to prevent, mitigate and liquidate negative impacts.

Article 4 Volume and Assessment of Allocated Water Resources in the Basin

4.1. Volumes of annually allocated water resources in the basin according to the agreements between the Parties (18 February 1992 and the Nukus Declaration) during a hydrological year amount to the algebraic sum of the following parameters:

- a) release from the Toktogul reservoir;
- b) inflow from the main tributaries – Karadarya (recorded at Uchtepe gauging station) Chirchik (Chinaz-Chirchik gauging station); Angren, Keles;
- c) side inflow to the Naryn-Syrdarya river channel;
- d) annual balance water volumes regulated by in-channel seasonal reservoirs;
- e) evaporation and filtration losses of channel river flow;
- f) release from the main river course.

4.2. The flow is recorded at river gauging stations, on which measurements are performed by hydro-meteorological services of the Parties.

Article 5 Releases from the Toktogul Reservoir

5.1. The Parties shall mutually acknowledge the following hydrological criteria of water availability for the Naryn river in the range of the Toktogul reservoir:

- average long-term annual flow (flow norm) – 11.9 billion m³ per year
- low-water year – 8.9 billion m³ per year
- high-water year – 14.9 billion m³ per year

5.2. The Parties hereby acknowledge that water from the Toktogul reservoir shall be released depending on year's hydrological conditions in the following volumes:

Year by water availability	Volumes of water release from the Toktogul reservoir (billion m ³)				Long-term regulation volume (billion m ³)	
	annual		Vegetation period	Non-vegetation period	Drawdown	Impoundment
	inflow	outflow				
Average long-term	11.9	11.5	5.0	6.5		0.4
Low-water	8.9	12.2	6.2	6.0	3.3	
High-water	14.9	11.0	4.0	7.0		3.9

Article 6 Conditions for Adjustment of Water-Energy Regimes of the Naryn-Syrdarya Reservoir Cascade

6.1. The Parties deem it necessary to annually coordinate and make decisions on water release, power generation and transmission.

6.2. Additional power generated by the Naryn hydropower plants cascade due to water release regime during the vegetation in the Toktogul reservoir, in excess of the Kyrgyz Republic's needs shall be transmitted to the Republic of Kazakhstan and Republic of Uzbekistan on a contractual basis. Power from Kyrgyzstan may be transmitted to the third countries as agreed by the Parties.

6.3. To provide agreed operation mode of the Kayrakkum reservoir, mutual power supply between the Republic of Uzbekistan and Republic of Tajikistan shall be carried out on a contractual basis.

Generated power amounting to the sum under items 6.2 and 6.3 is equally supplied to the Republic of Kazakhstan and Republic of Uzbekistan on a contractual basis.

6.4. During non-vegetation period, for ensuring agreed releases from the Toktogul reservoir that reduce energy efficiency of the Naryn hydropower plants cascade, the Republic of Kazakhstan and the Republic of Uzbekistan shall ensure covering of energy resources deficiency in the Kyrgyz Republic on a contractual basis.

6.5. During vegetation period, the Republic of Tajikistan and the Republic of Uzbekistan shall ensure a free bypass of water volumes agreed by the Parties.

6.6. To prepare water reservoirs to the beginning of non-vegetation period, the Parties shall ensure the drawdown of the Kayrakkum and Shardara reservoirs to the agreed volumes with account of compensations during drawdown below the dead capacity.

6.7. Changes in releases against determined ones are agreed by the Parties.

6.8. From December to March the Republic of Uzbekistan, if necessary, shall ensure water release into the Arnasay depression in amounts agreed between the Republic of Kazakhstan and Republic of Uzbekistan.

6.9. The Parties shall plan the regime of long-term flow regulation in the Toktogul reservoir on a long-term basis and plan seasonal regulation in the Kayrakkum reservoir on a yearly basis.

Regimes and volumes of releases from the reservoirs and appropriate supply of electric power, material-technical and fuel resources necessary for that are agreed with national and regional water and energy organizations and formalized by protocols of the Parties.

Article 7 Allocation of Water Resources

7.1. Allocation of water resources and approval of water withdrawal limits for vegetation and non-vegetation periods with account of environmental flows, including annual release to the Northern Aral Sea and Syrdarya river delta amounting to 5 km³ for average water year, shall be made by the Interstate Commission for Water Coordination (ICWC) in Central Asia, and implemented by BWO "Syrdarya" according to the requests from water consuming states in the basin (on a ten-day basis).

7.2. Until approval of a new water allocation strategy in the basin, limits on water withdrawal by the Parties from the Syrdarya river channel for hydrological year shall be established according to item 4.1 in the following proportion:

Republic of Kazakhstan	-	42.0%
The Kyrgyz Republic	-	0.5%
Republic of Tajikistan	-	7.0%
Republic of Uzbekistan	-	50.5%
Total	-	100.0%

7.3. Allocation of interstate small river water resources in the basin shall be made among the Parties according to the existing understandings (agreements, protocols).

Article 8 Joint Consideration and Perspective Development

8.1. The Parties shall jointly consider the following issues:

- construction of new hydropower facilities and reservoirs in the region;
- development of economic mechanisms in the field of international water relations;
- ensuring of safe operation of waterworks facilities;
- efficient use of water resources based on advanced water saving technologies;
- reduction of polluted water discharge into water bodies in the basin;
- measures for protection and development of flow formation zone;
- improvement of water resources management system in the basin.

Article 9 Operation

The Parties hereby agree that operation, maintenance and reconstruction of interstate waterworks and hydropower facilities shall be made in accordance with their ownership.

Article 10 Funding

10.1. Expenditures incurred by each Party for maintenance of the interstate water allocation facilities shall be shared among participants proportionally to the water volumes supplied.

10.2. Expenditures for operation of reservoirs with account of water accumulation and interstate hydropower facilities shall be covered by the Party that owns it, on terms of compensation by participants according to items 6.2., 6.3. and 6.4. in this Agreement.

10.3. Each Party shall take measures to fulfill its obligations before the other Parties through allocation of budget funds, provision of government guarantees, opening of credit lines, deposit of funds and in other forms.

Article 11 Privileges

11.1. The Parties agreed not to apply customs duties and fees for supply of energy resources, material and technical resources for repair and operational needs and modernization of waterworks and hydropower facilities, as well as related works and services implemented under this Agreement.

The Parties agreed to provide necessary conditions for supply and transportation of devices, machinery, equipment, spare parts, material and technical resources and other cargo through the territory of the Syrdarya basin states to implement the provisions in this Agreement

Article 12 Responsibilities of the Parties

12.1. The Parties are responsible for non-performance or poor performance of obligations taken under this Agreement except for the force-majeur cases.

The Parties shall establish a parity commission to develop a procedure for determining and compensating the damage caused by non-implementation or poor implementation of the provisions in this Agreement.

Article 13 Implementation Mechanisms

13.1. BWO “ Syrdarya” and UDC “Energy” shall develop and agree annual regimes of release from reservoirs with national water and energy agencies to match the interests of the Parties with articles 5-7 in this Agreement and ensure their implementation.

13.2. Annual release regimes for vegetation and non-vegetation periods developed by ICWC and agreed with energy agencies of the Parties shall become effective after signing multilateral protocols

13.3. For operation and maintenance of interstate waterworks and hydropower facilities, the Parties shall make up a list and ensure free border crossing and movement of employees of regional and national water and energy agencies on the territory of the basin states, and provide conditions for unimpeded fulfillment of functions according to this Agreement.

Article 14 Dispute Resolution

Disputes and disagreements between the Parties shall be settled through negotiations and mutual consultations. Shall the Parties not be able to reach an agreement, the issue shall be considered by an Arbitration Court established by the Parties for a specific case.

Article 15 Amendments and Supplements

By agreement of the Parties, amendments and supplements, legalized by separate protocols and being an integral part of this Agreement, can be incorporated into this Agreement.

Article 16 Final Provisions

16.1. This Agreement shall come into effect from the date the Depository receives a final notification on the accomplishment of required national procedures by the Parties-Signatories for a 5-year period and shall automatically be prolonged to the next five-year period, if no written notification of its cancellation is received from any Party within no more than 6 months.

16.2. Upon coming of this Agreement into effect, the Agreement between the Governments of the Republic of Kazakhstan, Kyrgyz Republic and Republic of Uzbekistan on the Use of Water and Energy Resources in the Syrdarya River Basin (Bishkek, 17 March 1998) shall be terminated.

16.3. The Executive Committee of the International Fund for the Aral Sea Saving (IFAS) shall be the Depository for this Agreement.

16.4. Executed in _____ on «__» _____ in one original Russian copy.

The original copy of this Agreement is held with the Depository, which shall send a certified copy to each signatory state.