

**AGREEMENT
ON THE EXCHANGE OF INFORMATION
AND THE ESTABLISHMENT OF
THE ARAL SEA BASIN DATABASE SYSTEM FOR THE
TRANSBOUNDARY WATER RESOURCES OF THE ARAL SEA BASIN**

between the Republic of Kazakhstan, the Kyrgyz Republic, the Republic of Tajikistan, Turkmenistan and the Republic of Uzbekistan

Version 4C, February 2000

THE GOVERNMENTS OF THE REPUBLIC OF KAZAKHSTAN, KYRGYZ REPUBLIC, THE REPUBLIC OF TADJIKISTAN, TURKMENISTAN AND THE REPUBLIC OF UZBEKISTAN, IFAS AND ICWC ("The Parties")

RECOGNIZING their joint and mutual interests in promoting the sustainable development, complex use and protection of the transboundary water resources in the Aral Sea basin;

BEING GUIDED by and developing the principles of the Agreement between the Republic of Kazakhstan, the Kyrgyz Republic, the Republic of Uzbekistan, the Republic of Tadjikistan and Turkmenistan on the Co-operation in the Sphere of Interstate Water Resources, Joint Management, Use and Protection of 18 February, 1992; the Agreement on Joint Actions on the Aral Sea and the Resolution of the Basin Problems, the Aral Region Ecological Improvement and Socio - Economic Development, executed by the Heads of State of the Central Asian Republics on 26 March 26, 1993;

ACKNOWLEDGING that access to reliable information facilitates the decision making process;

ACKNOWLEDGING that the exchange of information among and between riparian states is a cornerstone for cooperation on the development, use and planning of transboundary waters;

NOTING that the establishment of a Regional Database System containing reliable data on the Aral Sea Basin water and land resources will assist the national and regional authorities in the fulfillment of their functions.

HAVE AGREED as follows:

1. ARTICLE 1. DEFINITIONS

In this Agreement:

- 1.1 "Aral Sea Basin"** - the geographical zone delineated by the river watersheds and their tributaries physically connected presently and formally with the Aral Sea
- 1.2 "Water Resources of the Aral Sea Basin"** - natural surface waters, groundwater aquifers flowing or originating within the Aral Sea Basin;
- 1.3 "Transboundary water resources"** - any surface or subsurface water resources,

which define or cross the boundaries between two or more states or located on such boundaries.

- 1.4 **"Land Resources of the Aral Sea Basin"** – areas used or which can be used in the Aral Sea Basin for _____ purposes as well as irrigation influenced areas.
- 1.5 **"Database"** – data and Information systematized for searching, processing and retrieval.
- 1.6 **"BVOs"**- BVO Amudarya and BVO Syrdarya
- 1.7 **"National Database (NDB)"** - a Database containing nationally collected and processed Data and Information.
- 1.8 **"BVO Database"** – a Database containing Data and Information collected and processed by a BVO.
- 1.9 **"Regional Database (RDB)"** – A Database containing Data and Information based upon Data and Information provided by the National and BVO Databases.
- 1.10 **"National Partners"** - The government nominated entities in each Party which manage and operates the NDB and which provides data from the NDB to the RDB
- 1.11 **"Data"** – data on the Aral Sea Basin water resources use and protection, on Land Resources of the Aral Sea Basin as well as economical, hydropower, climatic and ecological aspects, all as detailed in Appendix 'A'.
- 1.12 **"Information"** – processed and/or analyzed Data.

2 ARTICLE 2. MAIN PROVISIONS

- 2.1 The objective of this Agreement is to form a Regional Database System which will serve as an institutional framework for the collection, processing and exchange of Data and Information with the aim of
 - 2.1.1 creating a reliable regional database containing data and Information pertaining to the Transboundary Water Resources of the Aral Sea basin;
 - 2.1.2 facilitating national and regional water resources management, use and planning activities in the Aral Sea Basin; and
 - 2.1.3 assisting in the implementation of regional programs for sustainable development of the Aral Sea Basin.
- 2.2 The provisions of this Agreement shall not be interpreted as limiting the right of any Party hereto from entering into arrangements for the exchange of information pertaining to data on water resources.

3 ARTICLE 3. STRUCTURE OF THE REGIONAL DATABASE SYSTEM

- 3.1 The Regional Database System shall consist of National Databases for each of the Parties, of BVO Databases and of a Regional Database.
- 3.2 Each Party will establish and manage a National Databases in which national Data is collected, processed and systemized in a uniform manner. Each National Database will be managed by an entity nominated for that purpose by its respective government (the

“National Partner”).

- 3.3 BVO Syrdarya and BVO Amudarya will each operate and maintain a BVO Database in which Data pertaining to the Basin is collected and stored.
- 3.4 The operation and maintenance costs of the BVO Databases shall be part of the operating budget of the BVOs
- 3.5 A Regional Database is hereby established. The RDB will be managed by the SIC-ICWC, in coordination with the National Partners, under the control of the Commission of the ICWC.
- 3.6 The operation and maintenance costs of the Regional Database will be borne by the ICWC.

4 ARTICLE 4. FUNCTIONS OF THE NATIONAL AND BVO DATABASES

- 4.1 Each National Partner shall collect, organize, process and store Data in the National Databases.
- 4.2 The BVOs shall collect, organize, process and store Data in the BVO Database.
- 4.3 Data contained in the National and BVO Databases forwarded to the Regional Database in the parameters, formats and intervals as stipulated in Appendix 1 hereto.
- 4.4 Each Party shall ensure that :
 - 4.4.1 Its national authorities possess and regularly update the Data in the National Database;
 - 4.4.2 that there be no impediment on the free flow of Data and Information to the National Database to the Regional Database;
 - 4.4.3 that the Data is accurate and forwarded to the Regional Database in the format and intervals as prescribed in Appendix 1.
- 4.5 The SIC-ICWC or a National Partner may request that the data provided from a National Database be verified

5 ARTICLE 5. FUNCTIONS OF THE REGIONAL DATABASE

ALT. 1

The SIC-ICWC will collect, process and systemize Data and Information obtained from the National Databases and from the BVO

ALT. 2

The SIC-ICWC will store the data obtained from the NDBs.

6 ARTICLE 6. FINANCIAL PROVISIONS

- 6.1 Each Party shall fund the costs of its own-National Database. The Regional Database shall be funded by the ICWC as part of the budget of the SIC-ICWC. Revenues from the sale of data shall serve to cover the costs of the Regional Database and shall

contribute towards the costs of the National and BVO Databases.

6.2 The details pertaining to the financing of the Regional Database System are stipulated in Appendix 2 hereto.

7 ARTICLE 7. ACCESS TO THE REGIONAL DATABASE

7.1 This Agreement regulates access to and retrieval of Data and Information included in the Regional Database. Access to other data, including Data and Information -in the National may be regulated by each of the respective Parties.

7.2 All Data and Information contained in the Regional Database shall be available at all times [on-line] and without limitation whatsoever to the entities listed in Appendix 3 hereto. Each Party may notify the other Parties of additional entities having the right of access to the Regional Database whereupon such entities shall have the same right of access.

7.3 IFAS and ICWC and their organs, as the primary planning and operating regional institutes of the Aral Sea Basin will have free and unlimited access to Data and Information contained in the Regional Database.

7.4 Data and Information obtained by a Party from the Regional Database shall not be disseminated by it to third parties [THIRD PARTIES REQUIRES DEFINITION TO ENSURE THAT IT IS NOT APPLICABLE TO GOVERNMENT ENTITIES]

7.5 Access to Data and Information contained in the Regional Database will be available to third parties against fees stipulated by the commission of the ICWC. SIC-ICWC may conclude agreements with international donor organizations exempting them from payment for access to Data and Information in the Regional Databases.

7.6 The National Partners and the SIC-ICWC will provide free of charge the list of the Data and Information available in the database.

7.7 Any recipient of Data and Information from the Regional Database shall execute a non-disclosure undertaking.

7.8 SIC-ICWC, with the approval of the Commission of the ICWC, may conclude data exchange agreements with other regional or international databases.

8 ARTICLE 8. DISPUTE RESOLUTION

8.1 Disputes concerning the interpretation or implementation of this Agreement will be settled in good faith by negotiations among the Parties involved.

8.2 Disputes not settled as aforesaid shall be submitted to and resolved by arbitration.

9 ARTICLE 9. GENERAL PROVISIONS

9.1 This Agreement may be amended by the Parties hereto.

9.2 Appendix 1 may be amended by Protocol of the Commission ICWC.

9.3 The Parties will take all measures to give this Agreement full force and effect in their

national legislation.

9.4 The Parties shall publish the formation of the Regional Database System to encourage potential users of water resources related data to utilize the Regional Database.

10 ARTICLE 10. FINAL PROVISIONS

- 10.1** This Agreement shall be subject to ratification by the Parties.
- 10.2** This Agreement shall enter into force three months after ratification of this Agreement by at least three Parties for those who ratified it.
- 10.3** Upon ratification of this Agreement a Party may notify the other Parties of the latest day upon which it will commence submitting information pursuant to the terms hereof, said date being no later than 1 January 2002.
- 10.4** This Agreement will remain in force for a period of 5 years and will automatically renew for additional periods of 5 years each time unless the Parties agree otherwise.
- 10.5** Each Party may withdraw from this Agreement by giving a 12 months prior notice to the other Parties.
- 10.6** This Agreement will be registered with the Secretary General of the United Nations in accordance with Article 102 of the Charter of the United Nations.

The Agreement is executed in _____ on the _____ day of _____ 2000 in the Russian language in five copies, each having identical legal force

For the Republic of Kazakhstan Government

For the Kyrgyz Republic

For the Republic of Tajikistan

For the Republic of Uzbekistan

For Turkmenistan

ANNEX 2

BUDGETARY PROVISIONS AND FINANCIAL PARTICIPATION IN REVENUES

- 1 The Parties, in determining these budgetary provisions, are guided by the following objectives and principles:
 - that the Regional Database will operate as a financially autonomous entity covering all of its expenditures, including capital expenditures, from income derived from the exploitation of the Data and the Information;
 - that the costs of the National Partners and the National Databases, including equipment renewal costs will be covered by the national governments;
 - that the costs of the BVO in collecting, processing and providing the Data to the Regional Database, including equipment renewal costs will be part of their regular operating budget;
 - that the National Partners and the BVOs will receive income from the sale of the Data and Information by SIC-ICWC to third Parties as a contribution towards their operating and equipment renewal costs.

- 2 In implementation of the above objectives and principles
 - 2.1 The budget of the Regional Database will be managed by the SIC-ICWC as a closed fund separate from its own budget.
 - 2.2 The Commission of the ICWC will determine, on an annual basis, the operating and equipment renewal budget of the Regional Database.
 - 2.3 The Commission of the ICWC will determine from time to time fees for access to data contained in the Regional Database.
 - 2.4 Income from the sale of data will be allocated first towards covering the budget of the Regional Database. Any additional income will be distributed in a proportion of ___% to SIC-ICWC ___% to the BVOs and ___% to the National Partners for the NDBs.
 - 2.5 SIC-ICWC will report to the Commission of the ICWC at its quarterly meetings on the income derived from the sale of data and the information and make the distributions to the recipients as aforesated.
 - 2.6 In the event that the income of the Regional Database is insufficient for the covering of its budget the Commission of the ICWC will determine the sources for covering the budget of the Regional Database.
 - 2.7 Payments received by the SIC-ICWC pursuant to Article 4.2.4 supra will be utilized for scientific research work relating to the Transboundary Water Resources of the Aral Sea Basin conducted by and on behalf the SIC-ICWC in accordance with a research program approved by the ICWC

ANNEX 3

LIST OF ENTITIES

HAVING FREE AND UNLIMITED ACCESS TO THE REGIONAL DATABASE

(Article ___)