

**MAX PLANCK INSTITUTE
FOR COMPARATIVE PUBLIC LAW
AND INTERNATIONAL LAW**

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**Max Planck Compilation
of
International Treaties and Other Documents
Relative to the
Euphrates and Tigris**

Heidelberg, 2012

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I. Introduction

This compilation contains a variety of bilateral agreements and other relevant legal instruments pertaining to the utilization, management, and protection of the Euphrates and Tigris Rivers. It was produced within the framework of the Max Planck Institute's project on legal dimensions of international water conflicts. The compilation seeks to provide an easily accessible tool for anyone interested in water issues within the Euphrates and Tigris region. It complements the Max Planck Compilation of International Water Law Treaties and Other Legal Instruments of 2011 containing global and regional framework instruments relating to international water law.

The material included is divided into two substantive parts: bilateral agreements (Part II) and other instruments (Part III) which were concluded between the rivers' main riparian states Iraq, Syria and Turkey. Part II focuses on legally binding bilateral agreements applicable in the Euphrates and Tigris region. No tri- or multilateral agreements on the utilization, management and/or protection of the rivers have yet been signed. Part III comprises non-legally binding agreements between the riparian states such as memoranda of understanding and joint communiqués. Again, no trilateral agreement has been reached so far. However, many of these documents reflect recent activities in the field of cooperation on water issues within the region.

The reproduced texts have either been retrieved from the referenced official sources or those texts otherwise unavailable have been informally obtained through the editors' informal network of resource persons. The latter are unofficial English translations that are marked as such. As for the former, original spelling mistakes or other textual errors have not been corrected. Footnotes introduced by the editors are indicated with square brackets. The legal instruments were selected or omitted according to the personal opinion of the editors. While we have worked with a lot of care and attention to detail, we cannot exclude the possibility of mistakes and apologize for any that may have crept in.

II. Bilateral Agreements

1. Treaty of Friendship and Neighbourly Relations between Iraq and Turkey, and Six Annexed Protocols (signed 29 March 1946; entered into force 10 May 1948)*

PREAMBLE

His Majesty FEISAL II, King of Iraq, and His Excellency ISMET INONU, President of the Turkish Republic, inspired by the desire to strengthen further the friendly and neighbourly relations happily established between Iraq and Turkey and to reinforce the sympathy and bonds of brotherhood which have existed for centuries between the two peoples, considering that their foreign policy is firmly based on the conviction that the ideal of peace and security held by these two peoples is inseparable from the peace and security of the peoples of the world, and especially of the Middle East, happy to find in the clauses of the United Nations Charter recently signed at San Francisco and aiming at the development of international solidarity, provisions confirming their own aspirations, and encouraging them to fresh efforts in this connection, considering that the establishment of closer ties between them can be effectively assisted by understanding and mutual aid in the economic field, with the legitimate ambition of being the first to put into effect the abovementioned principles of the United Nations Charter, and being desirous of remaining faithful to the obligations incurred under the Charter, have become convinced of the need to conclude an Agreement for the purpose of giving effect to the considerations indicated above and have to this end appointed as their Plenipotentiaries: His Majesty FEISAL II, King of Iraq: His Excellency Al Farik Nuri Es s AID, President of the Senate, Order of Rafidain First Class; His Excellency Abdul Ilah HAFIDH, Member of the Chamber of Deputies; His Excellency Is MET IN NU, President of the Turkish Republic: His Excellency Hasan SAKA, Deputy of Trabzon, Minister of Foreign Affairs; His Excellency Feridun Cemal ERKIN Secretary-General of the Ministry of Foreign Affairs, Ambassador of Turkey; Who, having exchanged their full powers, found in good and due form, have agreed upon the following provisions:

Article 1

Each of the High Contracting Parties undertakes to respect their territorial integrity and their common frontiers as defined and delimited in the Treaty concluded in 1926.

Article 2

Each of the High Contracting Parties undertakes to observe a policy of absolute non-intervention in the domestic affairs of the other.

Article 3

With regard to international affairs in general, and more especially those having a regional character affecting themselves, the High Contracting Parties undertake to consult each other, and in the policies pursued by them, to afford each other full support and co-operation within the framework of the United Nations.

* Treaty of Friendship and Neighbourly Relations between Iraq and Turkey, and Six Annexed Protocols (signed 29 March 1946, entered into force 10 May 1948) UNTS Vol. 37 No. 580.

Article 4

The High Contracting Parties undertake to refer to the competent organ of the United Nations without delay any threat of aggression or any violation of the territorial integrity or frontiers of either Party.

Article 5

The High Contracting Parties undertake, in conformity with the provisions of Article 33 of the United Nations Charter, to settle by peaceful means all disputes which may arise between them and to refer to the Security Council, in conformity with the provisions of Article 37 of the Charter, any disputes which they may fail to settle by these means. Similarly, the High Contracting Parties undertake to make every effort to bring about the settlement, in accordance with the same provisions, of any disputes which may arise between one of them and a third neighbouring State, or between two neighbouring States.

Article 6

The High Contracting Parties being anxious, in keeping with the spirit of the present Treaty, to achieve co-operation in all aspects of their relations, have concluded the Protocols indicated below, which shall form an integral part of the present Treaty.

PROTOCOLS

- Protocol No. 1 - relative to the regulation of the waters of the Tigris and Euphrates and of their tributaries,
- Protocol No. 2 - relative to mutual assistance in security questions,
- Protocol No. 3 - relative to co-operation in educational, instructional and cultural matters,
- Protocol No. 4 - relative to postal, telegraphic and telephonic communications,
- Protocol No. 5 - relative to economic questions,
- Protocol No. 6 - relative to the frontier.

The High Contracting Parties have also concluded the following conventions:

CONVENTIONS

- Extradition Convention
- Convention in respect of legal assistance in civil, penal and commercial matters

Article 7

The present Treaty shall remain in force for an unlimited period, and may, at the request of one of the High Contracting Parties, be revised every five years. It shall be ratified by each of the High Contracting Parties, and the instruments of ratification shall be exchanged at Baghdad as soon as possible.

DONE at Ankara, on 29 March 1946, in three copies, in Arabic, Turkish, and French, the latter being authentic in case of dispute.

Protocol No. 1- Relative to the Regulation of the Waters of the Tigris and Euphrates and of their Tributaries

Iraq and Turkey,

recognizing the importance for Iraq of the construction of conservation works on the Tigris and Euphrates and their tributaries, in order to ensure the maintenance of a regular water supply and the regulation of the water-flow of the two rivers with a view to avoiding the danger of floods during the annual periods of high-water, considering that it will probably be found after investigation that the most suitable sites for the construction of dams and other similar works, the entire cost of which shall be defrayed by Iraq, lie in Turkish territory, being also in agreement upon the need for installing permanent observation stations in Turkish territory to record the water-flow of the above-mentioned rivers and to communicate regularly to Iraq the result of these observations, accepting the principle that the construction of conservation works upon these rivers should as far as possible, and in the interests of both countries be adapted to purposes of irrigation and the production of hydro-electric power, have agreed as follows:

Article 1

Iraq may, as soon as possible, send to Turkey groups of technical experts in its service to make investigations and surveys, collect hydraulic, geological and other information needed for the selection of sites for the construction of dams, observation stations and other works to be constructed on the Tigris, the Euphrates and their tributaries, and prepare the necessary plans to this end.

The maps produced in accordance with the results of these surveys shall be prepared by the competent Turkish services.

All the expenditure incurred in the work mentioned in the present article shall be defrayed by Iraq.

Article 2

The above-mentioned technical experts shall collaborate in their work with Turkish technical experts, and Turkey shall authorize them to proceed to the places to be visited and shall provide them with the information, assistance and facilities necessary for the accomplishment of their task.

Article 3

Turkey shall install permanent observation stations and shall ensure their operation and maintenance. The cost of operation of these stations shall be defrayed in equal parts by Iraq and Turkey, as from the date of entry into force of the present Protocol.

The permanent observation stations shall be inspected at stated intervals by Iraqi and Turkish technical experts.

During periods of high-water the levels of water observed every day at 8 a.m. by the stations equipped for telegraphic communication, such as Diyarbakir, Gizre, etc., on the Tigris and Keban, etc., on the Euphrates, shall be communicated by telegram to the competent authorities designated by Iraq for this purpose.

The levels of water observed outside periods of high-water shall be communicated to the same authorities by means of bi-monthly bulletins.

The cost of the above-mentioned communications shall be defrayed by Iraq.

Article 4

The Turkish Government accepts in principle the construction, in conformity with the agreement mentioned in the next paragraph, of any works which may be found necessary as a result of the studies provided for in article 1.

Each work, other than the permanent observation stations, shall be the subject of a separate agreement in respect of its site, cost, operation and maintenance, as well as its use by Turkey for purposes of irrigation and power production.

Article 5

Turkey shall keep Iraq informed of her plans for the construction of conservation works on either of the two rivers or their tributaries, in order that these works may as far as possible, be adapted, by common agreement, to the interests of both Iraq and Turkey.

Article 6

Each of the High Contracting Parties shall appoint a representative as soon as possible after the signature of the present Protocol.

The two representatives shall confer together on all questions relating to the putting into force of the present Protocol, and shall act as interim diaries between the two Parties in their communications on this subject.

Protocol No. 2 - Relative to Mutual Assistance in Security Questions

Article 1

Each of the High Contracting Parties undertakes to receive, in the event of their expulsion, nationals of a third Power, who having passed through its own territory, have entered the other Party's territory without being supplied with a passport or valid travel document.

Article 2

Should one of the High Contracting Parties desire to expel the national of a third Power and return him to his country of origin, the other Party shall grant the transit visa requested for this purpose, and should the expelled person not be admitted by his country of origin, the Party which made the request for expulsion shall be obliged to receive the expelled person into its own territory.

Article 3

Each of the High Contracting Parties reserves the right to prohibit, either in virtue of a legal sentence, or under the laws and regulations upon morality, health or mendicancy, or for reasons connected with the internal or external security of the State, or under the provisions of the local legislation, the establishment or sojourn of nationals of the other Party in its territory and to expel them for these reasons.

Persons not in possession of a passport or valid travel document, even in cases where the provisions of the preceding paragraph do not apply, may be expelled from their country of origin if they cannot obtain and produce such document, within one month from the date of notice served upon them, and in any case their identity shall be communicated to the other Contracting Party. This clause is without prejudice to the treatment prescribed by local legislation.

Should such persons be returned to the State making the application because their nationalities have been found upon inquiry to be other than that of the State to which application has been made, these persons shall be re-admitted by the State making the application.

Article 4

The High Contracting Parties shall defray the cost incurred in their own territories as a result of the expulsion mentioned in the preceding articles.

Article 5

The High Contracting Parties undertake to grant each other mutual aid and assistance in the suppression of the illicit traffic in arms and narcotic drugs, the prevention of the forcible removal of persons or property across the frontiers, and the counterfeiting of currency.

Article 6

The High Contracting Parties undertake to communicate to each other where possible the photographs and identities of all persons suspected of having committed the acts mentioned in article 5, together with such detailed information as they may possess on the subject.

Article 7

Should one of the High Contracting Parties request information or the opening of an inquiry with regard to crimes, criminals and suspected persons who are disturbing security in its territory, such request shall be complied with.

Should one of the High Contracting Parties request information or the opening of an inquiry with regard to one of its nationals in the territory of the other Party, such request shall be complied with.

Article 8

The High Contracting Parties agree to allow their security services to communicate to each other additional information with regard to persons suspected of having committed a crime in the frontier zone of the other Party, irrespective of their nationality.

Article 9

The High Contracting Parties undertake to exchange information other than that referred to in article 22 of the Convention in respect of legal assistance and where possible the fingerprints of convicted persons.

Article 10

The High Contracting Parties undertake to exchange any information in their possession with regard to harmful and subversive propaganda contrary to the laws of the two countries and likely to compromise the other Party's security and to arouse a spirit of rebellion.

Article 11

All the communications mentioned in the present Protocol shall be made in Arabic or Turkish.

Article 12

The officials of the two countries authorized to correspond with each other by virtue of the provisions of the present Protocol are:

For Iraq: the Director-General of Security Affairs,

For Turkey: the Director-General of Security.

Article 13

In urgent and exceptional cases, and until such time as the authorities mentioned in the preceding article have been informed, the Directors of Security of the Vilayets and the Sub-Prefectures (Mutasarriflik) may make the communications provided for in article 12, with a view to the taking of certain urgent measures.

Article 14

The High Contracting Parties undertake to communicate to each other by means of quarterly lists, or in urgent cases immediately, the names of persons expelled from their territory and of undesirables who may be of interest to the other Party.

Article 15

With a view to assisting each other in developing the activities of the security services in both countries, to ensuring the eventual achievement of standardization and uniformity in the training and working methods of their staff, particularly in the intelligence and technical police services, and to allowing the members of the security services of the two countries to become acquainted with each other by visits to the scenes of their activities, the High Contracting Parties undertake to ensure reciprocal communication of police laws and regulations together with revisions and amendments thereof, each Party to send students or officials to the training institutions of the other Party and to arrange for members of their security services to visit each other.

Article 16

None of the provisions contained in the present Protocol shall be taken as affecting the obligations entered into under the Extradition Convention or the Convention relative to legal assistance.

Protocol No. 3 - Relative to Co-operation in Educational, Instructional and Cultural Matters between the Kingdom of Iraq and the Turkish Republic

The High Contracting Parties, desirous of putting into effect the principles laid down in the Statute of the United Nations Educational, Scientific and Cultural Organization, signed in London on 16 November 1945 by the Members of the United Nations, considering the need for co-operation in the fields of education, science and culture arising from their position as neighbours, and subject to the provisions of the cultural agreements concluded by each of the High, Contracting Parties with a third Power, have agreed as follows:

Article 1

The High Contracting Parties, in conformity with the principles contained in the above-mentioned Statute of the United Nations Educational, Scientific and Cultural Organization, agree to afford each other aid and assistance in all fields, with a view to establishing cultural ties between them, to ensuring the temporary or permanent exchange of students, teachers and specialists, to facilitating research and studies on all subjects connected with the culture and history of the two countries and to reciprocally granting each other, subject to the laws in force in the two countries, the benefit of the scientific and practical instruction available in the scholastic and scientific institutions existing in their territories.

Article 2

The Commission, the composition of which is prescribed in articles 5 and 6, shall take the necessary decisions for the adoption of appropriate measures to give effect to the principles set forth in article 1.

The said Commission's decisions, however, shall in no case be enforceable until their approval by the Government concerned.

Article 3

The principal purposes of the co-operation to be established in conformity with the provisions of the present Protocol in the fields of education, teaching and culture, are as follows:

1. Recognition of the equivalence of diplomas (including the doctorate), awarded by the schools of the two countries, for admission to the corresponding grades of the teaching profession.
2. Reciprocal admission of the teaching of Arabic and Turkish among the foreign languages in commercial schools, this subject remaining optional, however.
3. The exchange, for instructional purposes, of a given number of students to be admitted free of charge to State residential educational establishments.
4. Mutual assistance in the supervision and control of Iraqi and Turkish students in foreign countries.
5. Provision of prizes to encourage the young people of both countries to make a thorough study of the language of the neighbouring country.
6. Encouragement of friendly relations, meetings and mutual aid in the fields of sport and the Boy Scout movement.

7. Establishment of acquaintanceship and co-operation between pupils of secondary and higher schools by the organization of travel and scientific and Boy Scout meetings,
8. Exchange of Turkish and Arabic teachers to give courses in the commercial schools.
9. Exchange of lecturers on various subjects in the universities and higher schools.
10. Organization of "cultural weeks" by universities and higher schools of both countries in the large towns of Iraq and Turkey, to allow co-operation and acquaintanceship to be established between the members of the higher teaching faculties of the two countries.
11. To take mutual advantage of instruction in schools, institutes and courses of lectures for the training of professional teachers.
12. To take mutual advantage, either temporarily or permanently, of the technical and professional schools and institutes' of all grades, of the universities and higher schools, and of the resources possessed by these institutions for purposes of work, research and study.
13. Establishment of an Institute of Turkish Language and Literature at Baghdad along similar lines to the Institutes of Arabic Language and Literature already existing at the Universities of Ankara and Istanbul.
14. Joint study of the possibilities of unifying and coordinating as far as possible the organization and curricula of schools in the two countries.
15. Exchange of specialists and teachers to study scientific life and educational questions in the two countries.
16. Reciprocal application of reduced fares on Government transportation systems for groups of teachers, specialists, artists and students travelling from one country to the other for cultural, artistic, or sporting purposes and in connection with the Boy Scout movement, or for holiday or study tours, arrangements being made for their free accommodation in Government establishments.
17. Introduction of Iraqi and Turkish hours in the broadcasting programmes of the two countries to allow the two countries to obtain a better knowledge of each other; publication, for the same purposes, of useful information on the two countries by newspapers, reviews, cinemas, and other similar means.
18. Mutual organization of visits by official or private groups of artists (musicians, actors, painters).
19. Joint or reciprocal organization of artistic, cultural and technical exhibitions.
20. Exchange of all kinds of cultural, scientific and sporting publications, library catalogues and bibliographies between the institutions concerned in the two countries.
21. Exchange between the official organizations concerned of publications of all kinds concerning the development of Government activities undertaken in the two countries, and their legislation.
22. Reciprocal use of specialists on museums, libraries and archives in the two countries.
23. Exchange of antiquities and museum pieces, where the two countries possess a surplus of such objects.
24. To keep the specialists of the neighbouring country informed of all research work and archeological excavations, repairs or restoration of historical monuments, or to invite them

to take part in such work, thus ensuring mutual co-operation both in the execution of the work and the appraisal of the results achieved.

25. Mutual authorizations to make photostatic copies of manuscripts kept in libraries, temporary loans of such manuscripts, exchange of surplus copies.
26. Reciprocal use of documents and registers of all sorts in the State archives (including the archives of the "Cheri" courts and Land Survey), for historical studies.
27. Organization of meetings of scholars for the joint study, from a common standpoint, of Islamic culture and other common aspects of the history of the two countries to produce joint publications ensuring intellectual co-operation between the scholars of the two countries.
28. Invitation of representatives from the other Party to attend national ceremonies and demonstrations and scientific and educational congresses held in the two countries.

Article 4

For the purpose of putting into effect the provisions of the present Protocol, a Turkish-Iraqi Educational Co-operation Commission shall be set up under the chairmanship of the Ministers of National Education of the two countries. This Commission shall be composed of six members, three of whom shall be Iraqi and three Turkish. One Iraqi member and one Turkish member shall act as Secretaries-General of the Commission and shall represent it before their respective Governments during periods when it is not in session.

One of the three national members shall be appointed by the Ministry of Foreign Affairs of his country. The two other national members, including the member who is to act as Secretary-General, shall be appointed by the Minister of National Education of their country. The Ministers of Foreign Affairs of the two countries shall communicate to each other, through the diplomatic channel, the names and descriptions of the members appointed to the Commission.

Article 5

The Turkish-Iraqi Educational Co-operation Commission shall meet once annually, in Iraq or Turkey alternately, under the chairmanship of the Minister of National Education of the country in which the meeting is held. At the request of one of the Parties, which shall make known previously the purpose of the meeting, and with the consent of both Parties as regards place and date, the Commission may hold special sessions.

The records and resolutions adopted at each session shall be embodied in a report, copies of which shall be communicated to the Heads of the Governments of the two countries, to the Minister of National Education of the neighbouring country and to the Secretary-General of the United Nations Educational, Scientific and Cultural Organization.

Protocol No. 4 - relative to postal, telegraphic and telephonic communications

Article 1

The High Contracting Parties undertake reciprocally to apply their domestic postal rates now in force to letters dispatched from Iraq to Turkey and from Turkey to Iraq.

Article 2

The High Contracting Parties agree to take the necessary steps to ensure the conveyance via the Aleppo-Nusaybin-Telk ek route of postal packages, and insured letters and boxes, exchanged between their respective services.

Article 3

Iraq and Turkey undertake to put into operation a line equipped with the most modern carrier current telegraph and telephone apparatus between Ankara, Diyarbakir and the Turkish-Iraqi frontier and between Baghdad and the same frontier.

Until the completion and putting into operation of the line indicated above, the Iraqi and Turkish Administrations shall take the necessary steps to ensure regular traffic upon the present line between Diyarbakir and Mosul.

Iraq undertakes to support the representations made by the Turkish Administration of Posts, Telegraphs and Telephones to the Syrian Telephone Administration, with a view to ensuring telephonic communication between Iraq and Turkey through Syria.

Article 4

The High Contracting Parties undertake to grant each other a reduction of 50 per cent in the charges on Government and press telegrams.

A two-thirds reduction in charges on press telegrams may be considered when the line mentioned in article 3 has been put into operation.

Article 5

The details and conditions of application of the present Protocol shall be established, and the measures found necessary in respect of the service shall be taken, by common agreement between the competent administrations of the High Contracting Parties.

Protocol No. 5 - relative to economic questions

The High Contracting Parties, inspired by the desire to create the necessary conditions for ensuring in the future closer economic co-operation between their two countries, have agreed upon the following provisions:

SECTION I

JOINT ECONOMIC COMMISSION

Article 1

A Joint Economic Commission shall be set up to hold periodical meetings to prepare and submit for examination and approval by the two Governments plans for the joint study of the methods of application, amendment and improvement of the provisions of Sections Nos. 1, 2, 3, 4 and 5 of the present Protocol and of Annexed Protocols No. 1 and No. 4.

Article 2

This Commission shall comprise the following Committees:

1. Committee on commercial, customs and financial affairs.
2. Committee on tourist traffic.
3. Committee on communications and ports.
4. Committee for the regulation of the waters of the Tigris and Euphrates.

Article 3

The place of meeting of this Commission or any of its Committees shall be fixed by agreement between the two Governments, at the request of one of the Contracting Parties, made through the diplomatic channel.

SECTION II. CUSTOMS CLAUSE

Single Article

Each of the High Contracting Parties undertakes to waive or to reduce considerably customs duties on goods originating in or coming from the territory of the other Party. This reduction shall be calculated upon the basis of the lowest customs rate now applicable or which may hereafter be applied to countries other than those detached from the Ottoman Empire under the Treaty of Lausanne.

Should one of the High Contracting Parties grant to one of the countries detached from the Ottoman Empire a reduction greater than that mentioned above, this reduction shall be automatically applicable in favour of the other Party.

SECTION III. BANKING AND FINANCIAL RELATIONS

Single Article

Within the framework of the general provisions in force in each of the two countries, Iraq and Turkey shall facilitate closer relations between Iraqi and Turkish banking and commercial institutions, as well as the formation and establishment in their respective territories of banking and commercial institutions with joint Iraqi and Turkish capital.

SECTION IV. TOURIST TRAFFIC

Single Article

With a view to encouraging the development of the tourist traffic in their respective countries, the High Contracting Parties agree:

1. To organize joint propaganda with a view to the development of tourist traffic between the two countries and to foreign countries.
2. To exchange customs regulations in force in the two countries, with a view to simplifying the supervision of visitors and the customs formalities in respect of personal and touristic belongings and to preparing draft unified rules for this purpose.
3. To exempt from customs duty advertising materials sent by either Party to the touring and automobile clubs, consulates and travel offices to be set up.
4. To give holders of tourist cards of the two countries the benefit of travel facilities and reduced fares on public means of transport.
5. To recognize travel between Iraq and Turkey and vice versa as internal travel from the point of view of the payment of transport costs, and to grant reciprocal facilities for the transfer of costs of sojourn.
6. To strengthen the control of hotel, boarding-house and restaurant prices.
7. To establish joint advertising offices in foreign countries and private offices in their own countries for the distribution of advertising matter, the sale of travel tickets for transport services in existence in their own territories and the organization of trips for tourists and students either between the two countries or to foreign countries.
8. To invite the competent authorities of each High Contracting Party to grant reciprocal facilities and give assistance to nationals of the other Party, leaving, entering or staying in the territory of the other Party; to ensure that their nationals shall have freedom of movement in their respective territories subject to the laws in force.
9. To take the necessary steps to ensure that their countries accede to the international conventions on tourist traffic, where such accession will contribute to the development of tourist traffic as envisaged in the above provisions.

SECTION V. PORT FACILITIES

Single Article

The High Contracting Parties undertake as soon as possible to proceed to studies concerning facilities to be granted by them to each other in the ports of Basra and Iskenderun, in respect of loading and unloading, storage in transit and the creation of free zones, or in respect of all other similar facilities, and to sign, after completing these studies as soon as possible, a Protocol supplementary to the present Protocol containing the provisions relating to the above-mentioned facilities.

Protocol No. 6 - Relative to the Frontier

CHAPTER I

Article 1

The High Contracting Parties have agreed to arrange, under the terms of the present Protocol, for the settlement of any incident or dispute which may occur within a zone of 75 kilometres on either side of the frontier between the two countries, and which may be of a nature to disturb the harmony of frontier relations.

CHAPTER II. FRONTIER AUTHORITIES

Article 2

To this end, the High Contracting Parties agree to entrust, under their responsibility, the tasks defined in Chapter I:

- on the side of Iraq, in the first instance: to officials appointed by the Government;
- in the second instance: to the Mutasarrifs or officials appointed by the Government;
- on the side of the Turkish Republic, in the first instance: to the Kaymakams or other officials delegated by the authorities of the second instance;
- in the second instance: to the Valis or their deputies.

In addition to communication through the diplomatic channel, as provided in article 10, each of the frontier authorities shall, within the shortest possible period, inform the competent frontier authorities direct of the appointment of any new official or deputy to a frontier post.

Article 3

In order to ensure the settlement of incidents or disputes with which they have to deal in the circumstances prescribed by the present Protocol, the authorities mentioned in article 2 shall meet alternately in Iraqi and Turkish territory:

A. - In the first instance: in the first week of every quarter; each of them shall have the right to be assisted in an advisory capacity, by an officer belonging to one of the detachments responsible for security in the frontier area and a secretary-interpreter.

On the initiative of either of them, the authorities of the first instance may also hold special meetings.

Not less than forty-eight hours before each meeting, the frontier authorities shall give notice in writing of the date, time and place of the proposed meeting, as well as of the agenda.

Where necessary, the frontier authorities may hear at a meeting of the first instance, the plaintiffs, victims and witnesses, together with the experts summoned by the parties to the case.

B. - In the second instance: twice yearly.

The frontier authorities of the second instance may be assisted, in an advisory capacity, by an equal number of officers or agents of the public services, and by such secretaries and interpreters as may be necessary.

At least a fortnight before the proposed meeting, they shall agree upon the date, time and place of the meeting and shall communicate to each other the names and qualifications of their assistants, together with the agenda for the meeting.

The frontier authorities shall prepare a report of each of their meetings in four original copies, two in Arabic and two in Turkish.

Article 4

The frontier authorities of the first instance may decide by common agreement to proceed to the necessary inquiries on the spot.

Inquiries on the spot shall be limited to a zone embracing three kilometres on either side of the frontier.

For the purposes of the inquiry, the frontier authorities may be accompanied by the plaintiffs, the victims, the witnesses and the experts called by the parties.

The results of the inquiry shall be recorded in a report drawn up in two original copies in Arabic and Turkish.

In the event of inability to attend, the frontier authority may be represented at these meetings on the spot by an officer or official whose name and title shall be communicated in advance to the competent authority.

Article 5

Any frontier incident or dispute shall be examined and settled in the first place by the respective authorities of the first instance of each of the High Contracting Parties.

Any questions upon which these authorities have not reached agreement shall be submitted to examination and settlement by the respective authorities of the second instance.

Article 6

With a view to coordinating the action of the authorities designated in article 3, the High Contracting Parties shall establish a permanent Iraqi-Turkish Frontier Commission, consisting of an equal number of representatives of each of the two Parties.

This organ shall meet at least once yearly, and more frequently if circumstances so require in Iraq and in Turkey alternately.

Meetings shall be convened by the senior authority of the country in whose territory the next meeting is to be held.

The High Contracting Parties shall arrange the place and date of the meeting through the diplomatic channel; they shall communicate to each other through the same channel and at least one month before the date fixed for the meeting, the names and descriptions of the delegates, together with the items which they wish to place upon the agenda.

The first meeting of the permanent Iraqi-Turkish Frontier Commission shall take place on Iraqi territory not later than six months after the entry into force of the present Protocol.

The permanent Commission shall endeavour to achieve friendly settlement of all frontier questions on which no agreement has been reached between the frontier authorities of the first or second instance; it shall also submit for the approval of each of the Governments represented the measures which it considers should be taken to ensure order and security on the frontier under the best conditions.

Article 7

The frontier authorities of the first or second instance, together with the personnel responsible for assisting and accompanying them, shall, after making themselves known to each other at the frontier, have free access to the neighbouring territory to proceed to the appointed place of meeting.

The officials attending meetings of the first or second instance shall have the right to proceed thereto and to take part therein wearing uniform and carrying arms.

Article 8

Each of the High Contracting Parties shall render the necessary assistance to personnel on a mission in its territory in compliance with the provisions of the present Protocol, particularly as regards their transport, accommodation, and liaison with the authorities of the country whose interests they are representing.

Officials on a mission may bring in tax free the vehicles used for their transportation together with the food which they take with them, and shall enjoy all personal immunities while in the territory of the neighbouring State.

Article 9

The plaintiffs, victims, and witnesses together with the experts appointed by the parties shall, in order to obtain access to the neighbouring territory for the purpose of being heard at a frontier meeting, be provided in each case with an individual laissez-passer issued by the frontier authorities who have summoned them, together with a visa affixed by the competent authority.

The holder of a laissez-passer enjoys no privileges or immunities; he may, however, carry with him, for his personal needs and free of customs duties or other axes, foodstuffs and tobacco to a total weight not exceeding 5 kg.

Article 10

Within a period of two months from the date of entry into force of the present Protocol, the High Contracting Parties shall communicate to each other through the diplomatic channel the names and descriptions of the frontier authorities, their usual place of residence, their sector of activity, the names of the localities where frontier meetings are to be held, and a list of frontier ports, special mention being made of those where persons are to be surrendered, goods are to be restored, correspondence is to be exchanged between frontier authorities and where couriers are to meet.

In confirmation of the communications provided for in article 2 in fine, notice shall be given to the other Party through the diplomatic channel, within two months, of any change in the command of a frontier post.

CHAPTER III. PUBLIC ORDER AND SECURITY IN THE FRONTIER ZONE

Article 11

The High Contracting Parties mutually undertake to prevent, by appropriate measures which shall be left to the discretion of each in respect of its own territory, the use of the frontier zone, either by individuals or groups, for acts directed against the security or territorial integrity of the other Party.

Article 12

When they learn that preparations are being made by one or more persons to perpetrate within the frontier zone acts directed against the regime or the security of the other Party, the competent frontier authorities shall immediately inform each other and shall communicate to each other all the information which they are able to obtain on the subject.

They shall inform each other of all acts of brigandage of whatever nature committed upon their own territory, the authors of which might seek refuge in the territory of the other Party.

The authorities of each country shall take all suitable measures both to prevent such acts and to prevent their authors from crossing the frontier; to this end, the measures to be taken may, if necessary, be decided upon by common agreement at a frontier meeting.

Article 13

If one of the two Parties should decide to undertake security operations in its frontier zone, it may, if it deems necessary, notify the other Party through the intermediary of the frontier authorities, and the other Party shall take such measures as it thinks fit to assist in the success of these operations.

The measures decided upon shall be recorded in a report of the frontier meeting which shall be held for this purpose.

Article 14

With the object of providing permanent protection for the frontier against attempts by armed individuals acting singly or in groups, the High Contracting Parties agree to take all necessary steps to prevent access to the frontier of any individual bearing arms or munitions of war, including pistols and revolvers of any kind.

All measures or legislative acts passed for this purpose shall be communicated to the other Party.

Article 15

In order to avoid all misunderstandings, the High Contracting Parties agree that firing practice carried out by military formations may not take place within a zone extending for 5 km. on either side of the frontier, except on special shooting ranges adapted for the purpose and under the command of an officer.

Article 16

Persons, having committed offences and acts of brigandage in the frontier zone or outside it, who have taken refuge in the said zone shall be immediately arrested by the respective authorities, who shall take all necessary steps to make good the damage done.

If the offenders are nationals of the State where the crime was committed, they shall be surrendered without further formality on the written requisition of the authorities of the first instance of that State; this requisition must conform to the model contained in Annex No. 1 of the present Protocol; until the arrival of the requisition for his surrender, the offender shall be placed under supervision; this period of supervision shall not exceed three months.

If the offenders are nationals of the State in whose territory they have taken refuge, they shall be prosecuted therein in conformity with the laws of that country; in that case the authorities of the State in whose territory the offence was committed shall furnish through the frontier channel all information likely to assist the course of justice.

In both cases the frontier authorities shall keep each other informed of the result of these proceedings.

No acquisition of nationality, in whatever form, if it took place subsequently to the commission of the offence for which a person is wanted, may be adduced as a reason for refusing a request for his surrender in accordance with the procedure outlined above.

Article 17

With the exception of the papers and documents the delivery of which may be considered by the authorities of the second instance as harmful or contrary to national security, all personal belongings, papers, documents, arms, merchandise and cattle found in an offender's possession at the time of his arrest when he is surrendered in accordance with frontier procedure, shall be handed over to the frontier authorities of the other Party at the time of his surrender.

A receipt shall be issued by an official qualified for the purpose for all articles handed over in these conditions.

Article 18

All seizures of arms or munitions effected in the frontier zone shall be reported in writing to the frontier authority of the first instance of the other Party if the offender is a national of the other State or is habitually resident in that State's territory.

Article 19

Persons committing acts of brigandage and smugglers shall in all cases be removed from the frontier zone, and shall no longer be authorized to remain therein.

Effective steps shall be taken to place out of harm's way inhabitants of the frontier zone whose conduct and activities have been the subject of complaints or frequent proceedings by the frontier authorities, as well as persons known to have committed repeated offences against the security of the other Party, or to be instigators or promoters of such offences.

Article 20

Any person who crosses the frontier without being authorized to do so by a valid document, shall be placed under arrest and prosecuted, if such person has infringed the local laws and, after the

expiry of the sentence passed upon him, he shall be surrendered against a receipt to the frontier authorities of his country of origin or competent frontier agents.

Persons who have entered the frontier zone in error or who have lost their way shall be returned to the frontier authorities without formality.

Article 21

Persons, whether individually or in groups, coming from the neighbouring territory, who enter the frontier zone of either Party and express a desire to take refuge there, shall be immediately apprehended by the frontier authorities of their place of refuge, disarmed and, if they are not returned to their territory of origin under the conditions established in article 20, shall be taken outside the frontier zone.

Access to the frontier zone shall be prohibited to these refugees.

The frontier authorities of the country of refuge shall inform the frontier authorities of the country of origin of the refugees of the measures of disarmament and segregation taken in application of the present article.

Article 22

Each of the High Contracting Parties undertakes not to encourage in any way the immigration into its territory of individuals resident in the territory of the other Party.

Article 23

The authorities of both Parties shall abstain from any correspondence or any relations with nationals of the other State who are at the time in the latter's territory.

Article 24

If there is no question as to their identity or ownership, animals or objects illegally taken from their owners, whether States or private individuals, shall, if found in the frontier zone of the other Party, be returned against a receipt delivered to the competent authorities.

The frontier procedure prescribed in the present article applies to the restitution of stray animals or animals taken across the frontier by mistake and found in the neighbouring frontier zone; in the latter case, the customs administration has full discretion in the matter.

No tax or charge shall be levied in connection with the restitution of animals or objects according to the procedure prescribed above; the owner shall, however, be responsible for costs of maintenance.

Article 25

The present Protocol replaces Chapter II of the Agreement of 5 June 1926 relative to neighbourly relations between Iraq and Turkey.

Provisional Article

Frontier incidents and disputes which occurred, before the entry into force of the present Protocol and the examination or settlement of which has not been completed by the frontier authorities and

organs functioning in conformity with the Agreement of 5 June 1926, shall be examined and settled in accordance with the provisions of the present Protocol; questions upon which it has not been possible to reach agreement by this means shall be submitted for final decision to the permanent Iraqi-Turkish Frontier Commission at its first session.

2. Protocol on Matters Pertaining to Economic Cooperation between the Syrian Arab Republic and Turkey (signed and entered into force 17 July 1987)*

The Syrian Arab Republic and the Republic of Turkey,
Recalling historic and cultural ties existing between the two countries,
Desirous to add new dimensions to already existing good-neighbourly relations,
Bearing in mind numerous complementarities in the economies of their countries,
Agreed to sign the present Protocol,

Petroleum and Gas

1. The two Parties agreed to continue the contacts and visits on the exploration of Petroleum and Gas and exchange information on these matters.
2. The Syrian Side pointed out that it called for bids to develop natural gas fields in central areas of the Syrian Arab territory and informed the Turkish Side that the tender documents could be obtained from the Syrian Petroleum Company.
3. The Turkish Side informed the Syrian Side that it is ready and willing to purchase gas from Syria in sufficient quantity for its present and future requirements.

The Syrian Side pointed out that, in case there are exportable surpluses, it will examine and negotiate this proposal.

4. The two Parties confirm that they are ready to cooperate in conformity with the principles of service contracts related to Petroleum and gas exploration outside the exploration areas of the Syrian Petroleum Company. The Syrian Side pointed out that it was ready to provide the Turkish Side with data which will enable it to prepare documents in order to formulate the application to carry out exploration in areas selected by the Turkish side.
5. The Turkish Side pointed out that it is ready to lease to the Syrian Side is drilling equipment. The Syrian Side asked the Turkish Side to hand over to it the specifications of the said equipment. The specifications on question were handed over to the Syrian Side. The Syrian Side will examine these specifications and will inform the Turkish if it needs such equipment.

Water

6. During the filling up period of the Ataturk Dam reservoir and until the final allocation of the waters of Euphrates among the three riparian countries, the Turkish Side undertakes to release a yearly average of more than 500 M3/Sec. five hundred cubic meter per second at the Turkish-Syrian borders and in cases where the monthly flow falls below the level of 500 M3/Sec, five hundred cubic meter per second, the Turkish Side agrees to make up the difference during the following month.
7. The two Sides shall work together with the Iraqi Side to allocate the waters of the rivers Euphrates and Tigris in the shortest possible time.

* Protocol on Matters Pertaining to Economic Cooperation between Turkey and Syrian Arab Republic (signed and entered into force 17 July 1987) UNTS Vol. 1724 No. 30069.

8. The two Sides agreed to expedite the work of the Joint Technical Committee on Regional Waters.
9. The two Parties agreed in principle to construct and operate jointly projects in the lands of both countries on the Euphrates and Tigris rivers for irrigation and power generation provided that the technical and economic feasibility studies of these projects are carried out in cooperation by the experts of the two countries.
10. The Turkish Side explained the details of the "Peace Pipe Line" planned to carry a portion of the waters of the Seyhan and Geyhan rivers in Turkey, through Syria by two pipe-lines, one going to countries of the Gulf and the other to the Hashemite Kingdom of Jordan and Kingdom of Saudi Arabia to supply water for household purposes and limited irrigation for the region.

The Syrian Side agreed in principle to the project and showed interest provided that the Turkish Side carries out its technical and economic feasibility study by an international consultancy firm.

The Syrian Side undertakes to facilitate the feasibility studies pertaining to the Syrian portion of the project.

In case of its positive conclusion, the Syrian Side will enter into negotiations for the final realization of the project.

Electricity

11. The two Sides agreed to continue their cooperation in the field of electrical power exchange at different voltage levels. Both Sides expressed their satisfaction about the steps reached in the project of the connection between Cag-Cag (Nusaybin) and Qamishli at 66 KV. The Turkish Side took note that relevant contract shall be submitted to the competent Syrian authorities for ratification in the shortest possible time. They will continue the studies and negotiations to carry out new connections between the Syrian and Turkish electrical networks at 400-220 KV, 154 KV and 66 KV levels.

Both Sides will take further necessary steps to carry out a feasibility study to connect the two networks at 400 KV in the framework of interconnection of electrical networks with other Arab and Islamic countries.

Both Sides expressed their willingness to exchange experience in the field of electrical power.

Trade

12. The two Sides reviewed their bilateral trade exchanges, they noticed the development of trade volume between the two countries in the year 1986, compared with the past years, after the signing of the agreed minutes on March 5, 1986, they expressed their mutual desire to develop and expand these exchanges to the best possible level by different suitable ways according to the needs and capabilities of both countries.

The two Sides expressed with respect to the application of afore mentioned agreed minutes, their desire to further promote and diversify their bilateral commercial and economic relations.

13. They also noticed that some contracts have been concluded among competent organizations of the two countries. They stressed the necessity of continuing to promote such transactions. Considering the advantages of shorter route for transport, the Turkish Side agreed to encourage its competent authorities to re-examine to import phosphate and petrocock from Syria by all suitable means including barter.
14. The two Sides expressed their satisfaction for exchanging visits between businessmen of the two countries and their readiness to promote and continue encouraging such visits for their mutual benefit and to develop the trade between the two countries.
15. The two Sides agreed to encourage and facilitate the participation of both countries and their competent organizations in the fairs and exhibitions held on the territory of each other.

Banking cooperation

16. Taking into consideration the draft Banking Arrangement prepared by the Central Bank of Turkey and submitted to the Central Bank of Syria, suggested amendments by the Central Bank of Syria and the respond to that by the Central Bank of Turkey, in accordance with the agreed minutes of March 5, 1986, both Sides had further discussed the matter in details. They agreed that Central Bank of Turkey will study the views that had been presented in writing by Central Bank of Syria and will forward its decision as soon as possible.
17. The Syrian Side suggested that the Turkish Side studies the possibilities of a governmental credit amounting to 100 Million U.S. Dollars, with moderate terms and conditions for financing the importation of industrial goods from Turkey. The Turkish Side took note of that proposal and stated that it will be considered in a spirit of mutual interest.

Transport and telecommunication

18. The two Sides expressed the importance of cooperation in the fields of transport and telecommunications as well as their desire to increase this cooperation for performing mutual benefit.
19. The following examples about some difficulties encountered in this field were given by the Turkish Side:

Financial fees and charges endured by Turkish trucks and the necessity of considering this point to be sure of matching with the effective laws and regulations and the agreements signed between the two countries.

The amounts due by the Syrian Railways to the Turkish State Railways administration.

The non-transfer of the revenues of Turkish Airlines to Turkey.
20. The Syrian Side stated that:

The charges levied on the Turkish vehicles are the same charges levied on the trucks of all other countries.

There are amounts due to the Syrian Side concerning the fees of cleaning the wagons.

The Turkish Railways administration takes into consideration more exactly the dates of receiving and delivering the wagons to avoid difficulties arising from not abiding with agreed states.

21. It was also agreed to hold, as soon as possible, a meeting between the two Railways Administrations in order to solve the existing difficulties.

Telecommunications field

22. The two Sides discussed the subject of increasing the making use of operating the telephone channels between the two countries and to transit through Turkey to Europe or through Syria to the South; they agreed to cooperate for the realization of this project.

The Syrian Side requested to consider the possibility of a connection through operating microwave TV channels between Syria and Turkey, mainly during the period of Mediterranean Games.

The Turkish Side promised to submit this interest to the Turkish competent authorities and, if necessary, a meeting would be held between the TV administrations of the two countries.

23. The Syrian Side requested the re-opening of the Qamishli-Siirt airway corridor.

The Turkish Side explained difficulties encountered in this field and asked the Syrian Side to extend its application through diplomatic channels.

Busses for the Mediterranean games

24. The Syrian Side expressed its desire to hire 100 busses to be used during the period of the Mediterranean Games, at least for 20 days.

The Turkish Side shall examine this request and forward its reply as soon as possible.

Cattle transit transportation

25. Both Parties agreed on cattle (sheep) transit transport through Syria on the following lines:

- 1) The quantities of the subject transportation will be shared equally by Turkish and Syrian trucks from origin to destination, taking into consideration that the shipment carried on by Syrian trucks will be made from the origins closer to the Syrian border.

- 2) Turkish relevant entrepreneurs, three days prior to transportation date will notify Ministry of Transport of Syria the quantities to be transported transit through Syria.

Syrian authorities within said three days will begin transportation for half of this quantity.

However, if Syrian trucks are not available in quantity at the time of shipment then the remained quantity of Syrian part will be transported by Turkish trucks.

Taking into consideration the extremely short period of time all relevant authorities of both countries will take every possible measure to facilitate this transportation.

It is understood that both Parties will take all necessary measures to facilitate crossing of Syria and Turkish trucks through each other borders, and facilitate Syrian trucks for entering Turkish border.

- 3) Turkish entrepreneurs, upon notifying the Syrian authorities of the quantity mentioned in the paragraph 2, may start transportation automatically up to half of the said amount.

- 4) Both Sides agreed on already applicable fixed costs, fees, levies, taxes, prices, etc.
 - 5) The provisions of the present chapter will be valid till the end of "Kurban Bayrami-Eid al Adha", namely 10th of August 1987.
26. The two Sides agreed on holding the Syrian-Turkish Joint Economic Commission in Ankara and the Syrian-Turkish Joint Committee for Road Transport in Damascus, in October 1987.

DONE AND SIGNED in Damascus on 17 July, 1987, in two original copies in the English language.

3. Agreement on Setting Up a Syrian Pumping Station on the River Tigris between Syria and Iraq (done 9 April 2002)*

The Government of the Republic of Iraq and the Government of the Syrian Arab Republic (hereinafter referred to as the first- and second contracting party respectively),

WHEREAS they have ratified the Convention on the Law of Non-Navigational Uses of International Watercourses,

HAVING TAKEN INTO CONSIDERATION the content of paragraph (7) of the joint minutes of meeting signed on 31-10-2001, and

LENDING IMPORTANCE to joint cooperation and coordination on water issues,

HAVE hereby agreed to the following:

Article 1: Technical Terms

For the purposes of this Agreement, the following technical terms shall be interpreted as shown against each:

1. Discharge: the volume of water running (flowing) through a given segment of a watercourse during a time unit.
2. Pumping Station: a facility containing pumps that are operated for irrigation purposes.
3. Pump: a machine used to lift water
4. Pumping: the quantity of water being pumped or lifted at a specified time.
5. Monthly discharge average: the average of monthly discharge for a given month over a given number of successive (consecutive) years.
6. Normal Flow Rate: the normal flowing rate of the river, excluding consumptions.
7. River Flow Rate: average of the river flow discharges during a given period of time.
8. Processing (drawing) rate: the total daily discharges taking place at the beginning of an irrigation channel divided over the number of days during the processing (drawing) period.
9. Measuring Station: a station for monitoring water discharges and water quality.
10. The Tigris' Khabur: tributary of the River Tigris.

Article 2: Setting up a Pumping Station

1. The Second Party shall set up a pumping station on the right bank of the River Tigris within the Syrian territory with a discharge capacity commensurate with the targeted area which is estimated at 150,000 hectares (One hundred fifty thousand hectares), net.
2. Pumps and equipment installed in the station shall have capacities commensurate with the quantity of water which is agreed to be drawn.

* Unofficial English translation; on file with the MPIL Waterproject.

Article 3: Quantity of water to be drawn

1. The quantity of water to be drawn by the Second Party from the River Tigris shall be (1,250 billion M3) annually (One billion two hundred fifty million cubic meters annually), as per the distribution system set out in paragraph (5) of this Article.

2. The quantity of water to be drawn annually as per paragraph (1) of this Article shall be impounded when the River Tigris' water resources at Cizre location, i.e. at the common international borders with Turkey, or at the location of the discharge measuring station in Feshinbour, are within their normal rates.

3 Water resources emanating from the River Tigris' tributary, i.e. Khabur river, as well as water interfacing over the length from Khabur's confluence with the River Tigris up to the location of the pumping station, shall be subtracted from the River Tigris' water resources for the purpose of calculating the quantities of water drawn as per paragraph (1) above, in this Article.

4. Quantities of water drawn annually shall be reduced at a ratio equivalent to the ratio of the shortfall in the normal rate of the River Tigris' resources, as revealed by joint monitoring operations at the end of each month.

5. The two Parties shall be committed to observing the monthly distribution of water discharges in an average year, as per the following table:

Month	October	November	December	January	February	March	April
Discharges in Meter/Second	15	15	10	15	25	90	100
Volume in Million/ Cubic Meter	40	39	27	40	60	241	259
Percentage	3,2%	3,12%	3,2%	3,2%	4,8%	19,28%	20,72%

Month	May	June	July	August	September	Total in Billion/ Cubic Meter
Discharges in Meter/Second	100	50	25	15	15	
Volume in Million/ Cubic Meter	268	130	67	40	39	1,250
Percentage	12,44%	10,4%	5,36%	3,2%	3,12%	

The monthly distribution above can be reviewed as appropriate through agreement between the Ministers of Irrigation of both countries.

Article 4: Area covered by the project and the annual implementation [of activities] therein

The Second Party shall inform the First Party about the phases of project implementation and the areas completed [made ready for irrigation] in each year as well as the operational plan, including the quantity of water required to be drawn for those areas periodically every six months.

Article 5: Discharge measuring station and control installations

1. The Second Party shall set up a discharge measuring station on the River Tigris near the main pumping station in order to jointly monitor the river discharges.

2. The Second Party shall set up installations to control and examine water samples at the location of the pumping station water inlet.

3. The Second Party shall be committed to annually maintaining the installations referred to in paragraphs (1) and (2) above, of this Article, and equipping them with the most advanced devices in a manner securing their continued functioning to provide accurate information.

4. The Second Party shall bear the costs of the devices and equipment referred to in paragraphs (1), (2) and (3) above, of this Article, as well as their installation costs.

5. To ensure the implementation of this Agreement, the two Parties shall ascertain on the spot, once a month, through a joint technical committee, the quantities drawn from the pumping station.

Article 6: Agricultural drainage water and treatment of pollution

1. The Second Party shall be committed to the non-disposal of agricultural drainage water or any other water such as wastewater, into the River Tigris or any watercourses running from the project in the Syrian territory, into the Iraqi territory, as this constitutes an influencing factor in increasing pollution of the river's water inflows into the Iraqi territory.

2. In order to follow up on the implementation of the provisions in paragraph (1) of this Article, results of examining water samples taken from the River Tigris at the location of the measuring station, referred to in Article 5 (1), and at the Iraqi Feshinbour Station shall be compared. If any variation is noticed, both Parties shall convene a meeting as soon as possible to define the remedial action that the Second Party shall be required to implement in order to redress the phenomenon thus noticed so that the water shall become usable for various usages, especially for drinking purposes.

Article 7: Implementation of the Convention on the Law of Non-Navigational Uses of International Watercourses

All issues that are not provided for in this Agreement shall be dealt with under the Convention on the Law of Non-Navigational Uses of International Watercourses, which was adopted in New York on 21/5/1997.

Article 8: Settlement of Disputes

Disputes arising from the implementation of this Agreement or the interpretation of its Articles shall be settled through negotiations between the two Parties.

Article 9: Entry into Force of the Agreement

This Agreement shall enter into force as from the date on which the memos asserting the completion of the related constitutional procedures are exchanged between the two Contracting Parties through diplomatic channels.

In confirmation of the foregoing, the two Parties have signed this Agreement, empowered by the authority vested in them by their respective Governments.

DONE on the 26th day of Muharram of 1423 AH, corresponding to the ninth day of the month of April, 2002 AD, in two original copies, in Arabic, one for each Party.

III. Memoranda of Understanding and Other Documents

1. Joint Minutes Concerning the Provisional Division of the Waters of the Euphrates River (Syria-Iraq) (signed 17 April 1989)*

On the occasion of the thirteenth session of the Joint Technical Committee for Territorial Twerps in Baghdad, the Two Parties Iraq and Syria held a meeting on 11 Ramadan 1409 Hegira which falls on 17 April 1989 in the seat of the Ministry of Agriculture and Irrigation in Baghdad to exchange the point of view around the theme of the Euphrates Waters in a atmosphere characterized by the sense of friendship and the high spirit of responsibility toward the common, vital and legitimate interests of the Two Brothers Countries in the waters of Euphrates River.

Owing to intensive discussion and consultation carried out with considerable patient and effort between the Two Parties, and understanding the necessity to act quickly for reaching a bilateral agreement between them to facilitate the fulfillment of their common wish by reaching a trilateral agreement with Turkey around the division of the waters of Euphrates River.

Taking note of all these, the Two Parties Iraq and Syria waiting for reaching the trilateral agreement with Turkey agreed in the following:

1. The Iraq water share on the border region between Iraq and Syria is 58% as a fixed annual total percentage (water year) of the water of Euphrates River allowed to pass in Syria through the border with Turkey, and the Syrian share of water is the remainder quantity 42% of the water of Euphrates River allowed to pass through the border between Turkey and Syria.
2. Creation of a joint committee for laying down all technical and administrative details to implement the Agreement in the best way to realize the common interests.
3. The Agreement will be operative from the date of exchange of diplomatic notes notified of ratification in conformity with regulations.

Written down in Baghdad on 11 Ramada 1409 Hegira which falls on 17 April 1989 in Arabic in two original copies with the same effect and validity wherever the Two Parties preserved a copy for self.

* Joint Minutes Concerning the Provisional Division of the Waters of the Euphrates River (Iraq-Syria) (signed 17 April 1989), see: <<http://faolex.fao.org>>; unofficial English translation.

2. Joint Communiqué on Cooperation between the Syrian Arab Republic and Turkey (signed and entered into force 20 January 1993)*

On invitation by H. E. Mahmud al Zobi, Prime Minister of the Syrian Arab Republic, H. E. Suleyman Demirel, Prime Minister of the Republic of Turkey paid an official visit to Syria on 19-20 January 1993. The Turkish Prime Minister was accompanied by the Minister of Foreign Affairs Mr. Hikmet Cetin, the Ministers of State Messrs. Cavit Caglar and Mehmet Batalli and the Minister of Agricultural and Rural Affairs Mr. Necmettin Cevheri.

The visiting Prime Minister was received by H. E. Hafez Al Asad, President of the Syrian Arab Republic on 19 January. Regional and international issues and particularly bilateral matters between Turkey and Syria were discussed constructively and in detail during the reception.

The two sides reiterated their political determination on the further development in all areas of their bilateral relations based on common history and cultural heritage. They expressed that the appropriate assessment of Turkey's and Syria's potential wealth will pave the way to substantial advances in the future relations of the two countries.

The two sides expressed their satisfaction with the positive developments in the last few months in security matters pertaining to their common borders as a result of the spirit of cooperation that developed in follow-up to the exchange of visits of the Interior and Foreign Affairs Ministers of the two countries. They reiterated once again their determination not to permit any activity on their respective territories detrimental to the security of each other.

Pursuant to the protocol signed in 1987 by the Turkish and Syrian Governments² and in view of the proximity of the filling up of Araturk dam reservoir. The two sides agreed to reach before the end of 1993 a final solution determining the allocation to the parties from the waters of the Euphrates River. The two Foreign Ministers have been charged to follow up the realization of this objective.

The two sides stressed the importance of expanding the existing contacts and consultations in all areas and expressed their hope for further developing their cooperation in economical, commercial, technical, scientific, cultural, information and consular matters. They pronounced their will to establish a culture center each in Damascus and Ankara in the shortest time possible and stressed the importance of further consolidating the cooperation between their universities and expanding the exchange of students.

The two sides strongly expressed their agreement on issues like the establishment of additional entry points along their common borders, the provision of expanded facilities for the legal trans-border movement of livestock, the expansion of annual trade figures to one billion US dollars, the development of travel and tourism potential, the expansion of cooperation between industry and commerce chambers of the private sectors in both countries, the establishment of a business council geared to achieve concrete results, the development of communication and transportation capabilities, the encouragement of joint ventures and bilateral investments, the expansion of electricity sales, the pursuit of ways and means of developing the natural gas and oil production potential of Syria.

The sides reiterated the importance they attach to the continuation of the middle east peace process on the basis of UN Security Council resolutions 242 and 338 and they condemned the expulsion of

* Joint Communiqué on Cooperation between the Syrian Arab Republic and Turkey (signed and entered into force 20 January 1993) UNTS Vol. 1724 No. 30070.

415 Palestinians by Israel from the occupied territories. They also called for the urgent implementation of UN Security Council resolution 799 in a spirit of fairness and equal justice.

In connection with the regional and international issues concerning the two countries, the two sides indicated that new incidents of instability have risen in the Balkans and Caucasus in addition to those in the Middle East. The sides held useful exchanges particularly on the Middle East, Bosnia-Herzegovina and the Azerbaijani- Armenian conflict, during the meeting.

In this connection, two sides expressed their concern for the Iraqi administration's persistent attitude particularly detrimental to its own people and in conflict with the UN resolutions. They underlined that the sparing of all harm to the civilian Iraqi population in the process of the implementation of UN Security Council resolutions should be of primordial importance.

The two sides appealed to the International Community for the dispensing of equitable spirit of justice and determination in the implementation of UN resolutions vis-à-vis the issues of Bosnia-Herzegovina. They further stressed that the Community of Nations should adopt a similar attitude on the conflict of Nagorno-Karabakh.

The Prime Minister of the Republic of Turkey held extensive discussions on the same issues with the Prime Minister of the Syrian Arab Republic on 20th January. The delegations of the two sides participated in these discussions. The Prime Minister of the Republic of Turkey extended to the President of the Syrian Arab Republic H.E. Hafez al Asad the invitation of the President of the Republic of Turkey, H.E. Turgut Ozal. The Prime Minister of Turkey also extended to the Prime Minister of Syrian Arab Republic an official invitation to visit Turkey. The Syrian side expressed its satisfaction in accepting both invitations. The Turkish Side thanked the Syrian Side for the hospitality and warm welcome displayed during the visit.

3. Joint Communiqué between Republic of Turkey Prime Ministry Southeastern Anatolia Project Regional Development Administration (GAP) and Arab Republic of Syria Ministry of Irrigation General Organization for Land Development (GOLD) (signed 23 August 2001)*

Based on the invitation by H.E. Mustafa Yilmaz, Minister of State of Republic of Turkey; H.E. Taha al-Atrash, Minister of Irrigation of Arab Republic of Syria, accompanied by a technical delegation paid a visit to Turkey during the period of August 21-26, 2001.

Several meetings were held between the two ministers and their respective delegations. The following points are agreed upon to be realised between GAP Administration and GOLD:

A. Training Programs

Three groups of training courses will be considered under this program.

- International training courses of GAP will be made available for the attendance of the Syrian experts.
- GAP will organize custom-made courses to be attended by Syrian experts.
- The two parties will organize joint courses.

The Basic principles regarding the training programs are as follows:

- Training courses can be conducted in English, Turkish, and/or Arabic, as appropriate.
- Custom-made and joint courses can be gradually extended, upon mutual agreement, to the participants from other Arabic speaking countries. These courses can be organized/implemented in both countries.

Both parties have agreed to realize the first custom-made course in 2001 and the first joint course in early 2002.

B. Joint Projects

GAP and GOLD will identify, plan and implement joint projects. Scope and basic components (location, content and finance etc.) of these projects will be determined jointly by both organizations and relevant agencies. One of the first projects could be the development of twin protection areas-one from each country to be studied, planned and implemented as a Twin Development Project. Such projects will be carried out, when applicable, with the participation of other organizations from the two countries.

C. Exchange Programs/Partnership

- Exchange of visits of top executives, preferably on an annual basis,
- Exchange of experts and staff,

* Joint Communiqué between Republic of Turkey Prime Ministry Southeastern Anatolia Project Regional Development Administration (GAP) and Arab Republic of Syria Ministry of Irrigation General Organization for Land Development (GOLD) (signed 23 August 2001), see: <<http://ocid.nacse.org>>; unofficial English translation.

- Cooperation between the GAP Agricultural Research Station in Koroklu in Turkey, and the Martyr Basel Al-Assad Research Center in Syria.

The General Directorate of Rural Services (KHGM) of Turkey can take part, under the coordination of GAP, in the above-mentioned programs, projects, and partnerships and can offer its standard courses and the services of its Agricultural Hydrologic Research and Training facilities within the framework of this agreement.

Other parties, institutions, agencies etc., can be included in the above-mentioned programs, projects and partnerships upon mutual consent of GAP and GOLD.

Gap and GOLD will appoint, within one month following the signing of this document, their respective contact persons who will carry out the tasks for the implementation of this agreement.

New topics, programs or activities that are not included in this document can be added in the future, based on mutual agreement.

4. Implementation Protocol between Republic of Turkey Prime Ministry Southeastern Anatolia Project Regional Development Administration (GAP) and Arab Republic of Syria Ministry of Irrigation General Organization for Land Development (GOLD) (signed 25 July 2003)*

This document is prepared in order to define the principles of implementation of the cooperation envisioned in the Joint Communiqué signed between the Southeastern Anatolia Project Regional Development Administration (GAP) of Prime Ministry of Republic of Turkey and the General Organization of Land Development (GOLD) of Ministry of Irrigation of Arab Republic of Syria. The scope of this document includes the projects, training programs and activities which are to be initiated in the year 2003. New projects, programs and activities will be proposed by the Joint Technical Committee to the approval of the co-chairmen of the Steering Committee.

A. TRAINING PROGRAM

Four custom-made training courses will be organized in 2003 by GAP in Turkey for Syrian participants. All courses will be translated simultaneously.

Coursework will be supported by site visits and technical trips. These four courses are listed in the table below.

Title	Program Status	Number of Participants	Date	Duration
Participatory Irrigation Management in GAP	Custom Made Training Seminar and Study Tour	8-10 persons	September 2003	11 days
Integrated Water Based Development: Examples from the GAP	Custom Made Training Seminar and Study Tour	8-10 persons	October 2003	5-8 days
Women and Youth in Development: The GAP Experience	Custom Made Training Seminar and Study Tour	8-10 persons	November 2003	5 days
Project Cycle: Planning, Design and Implementation of Rural and Agricultural Development Projects	Training Workshop	8-10 persons	December 2003	8 days

B. JOINT PROJECTS

Two joint projects will be initiated in 2003. These are briefly described in the following:

B.1. Twin Villages Project:

Twin Villages Project will be implemented in two villages selected within the geographic mandate of both institutions and cover all rural development activities. The project will cover the spatial, social and economic development activities in the selected villages.

B.2. Joint Irrigated Agricultural Research Project (Twin Research Stations):

* Unofficial English translation; on file with the MPIL Waterproject.

Under this cooperation, partners will help one another replicate the projects they have carried out in their respective research stations. GOLD will work with GAP to establish experimental studies on suitable varieties of apple and mango in Koruklu Research Station, and GAP with GOLD to conduct modern irrigation technology projects in Martyr Basel Al-Assad Research Station. Preparatory work for these projects will be completed and researchers from the Koruklu Research Station, Research Stations of General Directorate of Rural Services of Turkey and Martyr Basel Al-Assad Research Station of Syria will pay mutual visits by the end of October 2003.

C. EXCHANGE PROGRAMS

C.1. Management, Operation and Maintenance of Irrigation Systems in Southeastern Anatolia Region:

One visiting engineer from the Syrian side will come to Turkey for a period of one month in September 2003 in order to participate in the implementation of the project entitled "Management, Operation and Maintenance of Irrigation Systems in Southeastern Anatolia Region."

C.2. Participatory Rural Development Project:

One visiting engineer from the Syrian side will come to Turkey for a period of one month in September 2003 in order to participate in the implementation of the Participatory Rural Development Project, which aims at improving the socio-economic conditions of the rural people on a participatory basis, starting in August 2003.

C.3. Improvement of Soil in the Leveled Lands Through the Use of Agricultural Residuals and Bio Fertilizers:

One visiting engineer from the Syrian side will come to Turkey for a period of one week in Autumn 2003 and Spring 2004 to participate to implementation efforts of the project titled "Improvement of Soil in the Leveled Lands Through the Use of Agricultural Residuals and Bio Fertilizers".

PRINCIPLES OF EXECUTION

Executive Bodies:

1. The Joint Technical Committee: This committee meets quarterly. It is composed of the persons from both parties in charge of each program domain mentioned in this document and the focal points in charge of execution.
2. The Steering Committee: This committee is co-chaired by the President of GAP and the Director General of GOLD. It convenes twice a year. The Committee reports annually to the Turkish State Minister in charge of GAP and the Syrian Irrigation Minister. Other members of the committee are the members of the Joint Technical Committee.

Accommodations:

For exchange programs, both parties will provide internal transportation, housing and logistical support free of charge.

For joint projects, each party will bear the cost of implementation in its own country as well as the expenses of the visiting experts of its partner. For these programs, third party funding will also be sought.

Focal Points:

The focal points for the implementation of GAP-GOLD Joint Communiqué are Tolga Erogan, Coordinator for International Relations Department, on behalf of GAP and Eng. Abdulaziz Al-Masri, Director of the International Waters Bureau, on behalf of the Syrian Ministry of Irrigation.

Ankara, 25 July 2003

5. Memorandum of Understanding between the Government of the Republic of Turkey and the Government of the Syrian Arab Republic on Establishment of a Pumping Station in the Territories of the Syrian Arab Republic for Water Withdrawal from the Tigris River (signed 23 September 2009)*

The Government of the Republic of Turkey and the Government of the Syrian Arab Republic, hereinafter referred to as “the Parties”,

- i. In the context of good neighbourly and friendly relations, and the ongoing strategic cooperation with a view to develop the Cooperation on water issues and strengthen solidarity,
- ii. By taking into consideration the requirement of water for irrigation, food and development of both countries,
- iii. Acknowledging what was agreed upon during the First Ministerial Meeting of the High Level Strategic Cooperation Council between Syria and Turkey which was held in Aleppo and Gaziantep on 13 October 2009.

The Parties have agreed on the following issues;

Article 1

Syria shall construct a pumping station in the territories of the Syrian Arab Republic at the part of the Tigris River forming a border between Turkey and Syria in order to use the amount of irrigation water stated in Article 4 as according to Syria's requirements.

Syrian side shall submit all the information related with the investigation, planning, project and construction and annual working plans of the afore-mentioned station to the Turkish side.

Article 2

Syrian side shall not make any intervention that can cause modification in the bed of the Tigris River and the changes in the thalweg line designating the Turkish-Syrian border in the region, during the construction of the pumping facility and later on water withdrawal process.

Article 3

If the creation of a water diversion facility or water collection volume through excavation or construction is being considered for pumping, the Syrian side shall submit all information related to project, construction and all possible environmental effects of this facility to the Turkish side and coordinate with it.

Article 4

Syria shall use a maximum of 1 billion 250 million m³ of waters from the Tigris River per annum. The distribution of this total amount according to the months is stated below;

* Unofficial English translation; on file with the MPIL Waterproject.

Month	Use (m3/s)	Volume (Million m3)
October	15	40
November	15	39
December	10	27
January	15	40
February	25	60
March	90	241
April	100	259
May	100	268
June	50	130
July	25	67
August	15	40
September	15	39
Total		1250

Syrian side can use monthly average in accordance with water amounts, stated in the above-mentioned table, from the Tigris to the extent that the flow of the river at the pumping place and time permits.

Article 5

Syrian side pledges to submit information concerning her usage of average amount of water from the Tigris by pumping station per month to the Turkish side during the first week of every month, via diplomatic channels regularly.

Article 6

Upon reaching a final allocation agreement of the waters of Tigris-Euphrates Rivers among Turkey, Syria and Iraq, the total amount of water assigned to Syria from the said Rivers in accordance with Article 4 of this MoU will be deducted from the Syrian share from the Tigris River.

Article 7

During the preparation of the project and construction of the pumping facility in the separate and collective works carried out by the Parties, all kinds of data and information as well as geographical materials like maps, plans, photographs and films obtained as a result of all kinds of measurement and investigation works carried out in the Turkish territory shall not be disseminated to a third party, unless agreed to the contrary by both Parties.

The commitments of the Parties mentioned in this Article shall continue regardless of the validity of this MoU.

Article 8

On behalf of the Government of the Republic of Turkey, the Ministry of Environment and Forestry-the General Directorate of State Hydraulic Works, and on behalf of the Syrian Arab Republic, the Ministry of Irrigation-the General Commission for Water Resources will be responsible for the

implementation of this Memorandum of Understanding related with the above-mentioned pumping station and will provide necessary coordination.

Article 9

Both Parties shall complete their respective internal procedures for entry into force accordingly.

Article 10

The conflicts, which may arise from implementing this Memorandum of Understanding, shall be settled friendly through consultations and negotiations between the two Parties without resorting to a third Party.

Article 11

Any Party can present, if it deems necessary, a proposal for amendments or additions to this MoU, and in case the Parties agreed to these amendments or additions, they shall be included in a protocol annex to this MoU, and shall enter into force in accordance with the mechanism provided for in Article 9 of this MoU.

DONE in Damascus on 23rd of December 2009, in two original copies each in the Turkish, Arabic and English languages, all the texts are being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

6. Memorandum of Understanding in the Field of Remediation of Water Quality between the Government of the Republic of Turkey and the Government of Syrian Arab Republic (signed 23 September 2009)*

The Government of the Republic of Turkey and the Government of The Syrian Arab Republic hereinafter called “the Parties”,

Expressing the desire for Cooperation to strengthen the friendly relations between Turkish and Syrian people to protect water quality,

Accepting the importance of sustainable development approach in the protection of water and improvement the water quality for the health and welfare of current and future generations,

Keeping in mind that protection of natural resources and environment necessitates close Cooperation, in scientific, technical and technological aspects,

Have agreed on the following issues:

Article 1

In order to reduce water pollution and remediation of the water quality, the Parties shall cooperate through transfer of knowledge, experience and technology on the basis of equality, reciprocity and mutual benefit.

Article 2

The Parties shall cooperate in the following areas:

1. In relation to remediation and protection of water quality at the basins level, joint work on prevention of pollution coming from residential areas, agriculture, industry and other activities and the Variation in the amount of water and its effect on the pollution,
2. Comparison of legislative and institutional structures on water quality,
3. Setting up emission Standards and transition to Environmental Quality Standards,
4. Planning, construction, maintenance and repair of infrastructural Systems and options for the application of best technologies,
5. Designation of sensitive areas and agglomeration sites,
6. Enabling reuse of treated water,
7. Implementation of good agricultural practices and use of sludge from waste water treatment plants in agriculture,
8. Implementation of polluter pays and cost recycle principles,
9. Management of Systems for efficient cost analysis, incentives and subsidies in remediation of water quality,
10. Management of Systems for permit, auditing and sanction in remediation of water quality.

* Unofficial English translation; on file with the MPIL Waterproject.

Article 3

The Parties shall cooperate in the following manner in the areas enlisted in Article 2 of this Memorandum of Understanding

1. Joint scientific-technical researches/programs,
2. Development of co-operation projects,
3. Exchange of scientific-technical information and documents on research and development activities and environmental management practices,
4. Exchange of environmental technologies,
5. Exchange of officers, experts and researchers,
6. Organization of training programs, meetings, Conferences and Symposiums,
7. Any other forms of Cooperation agreed on and deemed necessary by the Parties.

Article 4

Both Parties shall exchange experts and trainees on the agreed areas. The transportation expenses of the experts and trainees will be borne by the sending Party; on the other hand, accommodation costs will be the responsibility of the hosting Party.

Article 5

Upon mutual consent, the Parties may invite government agencies, academic institutions, private enterprises and non-governmental organizations to participate in the cooperative activities within the framework of this Memorandum of Understanding.

Article 6

Following the entry into force of this Memorandum of Understanding, each Party shall designate a National Coordinator to be responsible for the management of co-operation activities under this Memorandum of Understanding.

The Parties shall notify each other regarding the name of the National Coordinator. The Parties may designate a deputy National Coordinator at any time upon written notice to the other Party.

National Coordinators of the Parties shall prepare Annual Working Programs containing the concrete elaboration of Cooperation activities envisaged under Article 2 of this Memorandum of Understanding.

By mutual consensus, the National Coordinators may meet at any time to discuss the activities under this Memorandum of Understanding or to review other matters concerning their Cooperation in the field of environment.

Article 7

Upon mutual agreement, the Parties may share the results of their Cooperation with third Parties in conformity with their national legislation.

Article 8

Any dispute that may arise from interpretation or implementation of this Memorandum of Understanding shall be resolved by negotiation between the Parties.

Article 9

This Memorandum of Understanding shall not be interpreted so as to prejudice the rights and obligations of the Parties which result from other Agreements in force concluded by the two Parties under international law.

Article 10

This Memorandum of Understanding shall enter into force on the date of the receipt of the last written notification through diplomatic Channels by which the Parties inform each other that their national legal requirements for its entry into force have been completed.

This Memorandum of Understanding shall remain in force for a period of five years, and shall be renewed automatically for similar periods unless either Party informs the other six months before the termination date, by a written notice, of its will to terminate the Memorandum of Understanding.

The Memorandum of Understanding may be supplemented or amended upon the mutual consent of the Parties. These modifications shall enter into force according to the procedures established in Paragraph 1 of this Article.

The termination of this Memorandum of Understanding shall not affect the validity of the activities agreed upon pursuant to this Memorandum of Understanding and initiated prior to such termination.

DONE in Damascus on 23 December 2009, in two original copies each in the Turkish, Arabic and English languages, all the texts are being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

7. Memorandum of Understanding between the Government of the Republic of Turkey and the Government of the Syrian Arab Republic in the Field of Efficient Utilization of Water Resources and Combating Drought (signed 23 September 2009)*

The Government of the Republic of Turkey and the Government of the Syrian Arab Republic, hereinafter referred to as “the Parties”,

Expressing the desire to strengthen the friendly relations and expand bilateral Cooperation on efficient utilization of water resources and drought mitigation,

Acknowledging the importance of sustainable development for the protection and effective utilization water resources and remediation of the water quality,

Stressing the importance of monitoring and assessment of meteorological and hydrological data for drought mitigation and preserving water resources in quantity and quality,

Keeping in mind that protection and efficient utilization of water resources require close Cooperation between the Parties in scientific, technical and technological aspects,

The Parties have agreed on the following;

Article 1

For effective utilization of water resources and combating drought the Parties shall cooperate through the transfer of knowledge, experience and technology on the basis of equality, reciprocity and mutual benefit.

Both Parties shall explore the possible financial resources for funding the projects related to efficient utilization of water resources and drought mitigation, through the realization of modern techniques.

Article 2

The Parties shall cooperate in the following areas;

- a) Current Situation of the water resources between the Parties with respect to the hydrological and meteorological conditions shall be determined through sharing of the Information and data,
- b) Application of modern water treatment technologies, if needed,
- c) Establishment of the flood early warning Systems,
- d) Exchange of experiences on artificial rainmaking (planting the clouds to increase rainfall), and drought resistant plant agriculture, elimination of plant diseases,
- e) Current hydrological measurement stations will be assessed and studies towards their calibration will take place, Cooperation on setting up of new stations, in case it is deemed necessary,
- f) Exchange information and experience on the modern irrigation techniques such as drop irrigation, which play a major role in evaporation and reduction of the other ways of water loss, as well as the improvement of product quality,

* Unofficial English translation; on file with the MPIL Waterproject.

- g) In order to get maximum benefit from existing water resources and prevention of water loss in irrigation during transportation and distribution of it, realization of joint projects on the modernization of existing irrigation Systems and use of close and pressurized Systems in the irrigation nets which have been constructed or in planning If the Syrian side requests, the Turkish side shall provide technical assistance on modernization of irrigation Systems as well as on planning and preparation of them in Syria.
- Companies from both countries will be able to take part in the tender process of construction works of the irrigation nets in Syria and Turkey, supply the necessary contractor Services, materials and supplies. Turkish as well as Syrian companies will be invited to tenders that will be announced for this purpose in accordance with the national legislations in effect.
- h) Turkish and Syrian companies will be invited to tenders that will be announced towards the cleaning of Sediments and moss, grass and other plants in the irrigation and drainage canals in Syria and Turkey,
- i) Joint studies will take place to prevent the loss of drinking water and to obtain healthy water,
- j) Exchange the Information on best practices on mitigation of drought's effects and efficient utilization of water resources,
- k) Studies, investigation and project preparations will be realized to avoid floods,
- l) Training programs on efficient utilization of water resources and Operation of dams will be held,
- m) Establishment of joint database on hydrological and meteorological data with a view to monitoring of drought and its effects, Turkey and Syria shall cooperate. If deemed necessary by both Parties, will invite Iraq to join for Cooperation,
- n) Develop mechanisms to eliminate the problems that may come up in dry periods,
- o) Cooperate on mitigation of climate change effects on water resources,
- p) Cooperate in the field of developing tools and equipments to monitor the climate changes and efficient utilization of water resources,
- q) Sharing Information and technology on collection of wastewater and reuse of treated waste water in agriculture and industry,
- r) Cooperation on development of drought early warning Systems,
- s) Sharing of information and experience on taking measurements and combating against plant and animal diseases as well as the farm losses during drought period, and making Cooperation on these issues,
- t) Rehabilitation of new plant species which are resistant to drought, identification of existing plant species, resistant to drought, and exchanging of information on production of qualified seeds drought resistant plant species,
- u) Exchanging of information and experience on optimal use of water in irrigation and irrigation management and making Cooperation on these areas,
- v) Cooperation on land use techniques which strengthen the water prevention in soil.

Article 3

Both Parties shall exchange experts and trainees on the agreed areas. The transportation costs of the experts and trainees shall be spent by their country, on the other hand, accommodation costs will be borne by the host country.

Article 4

Both Parties may invite government agencies, academic institutions, private enterprises and non-governmental organizations found in their country, to participate in the activities within the framework of this Memorandum of Understanding, upon mutual agreement.

Article 5

Following the entry into force of this Memorandum of Understanding, each Party shall designate a National Coordinator to be responsible for the management of Cooperation activities under this Memorandum of Understanding.

The Parties shall notify each other regarding the name of the National Coordinator. The Parties may designate a deputy National Coordinator at any time upon written notice to the other Party.

National Coordinators of the Parties shall prepare Annual Working Programs containing the concrete elaboration of Cooperation activities envisaged under Article 2 of this Memorandum of Understanding.

By mutual consensus the National Coordinators may meet any time to discuss the activities under this Memorandum of Understanding or to review other matters concerning their Cooperation in the field of efficient water utilization and drought mitigation.

Article 6

Upon mutual agreement, each of the Parties may share the results of their Cooperation with third Parties provided that in conformity with their national legislation.

Article 7

Any dispute that may arise from Interpretation or implementation of this Memorandum of Understanding shall be resolved by negotiation between the Parties.

Article 8

This Memorandum of Understanding shall not be interpreted so as to prejudice the rights and obligations of the Parties resulting from other agreements in force concluded by the two Parties under international law.

Article 9

This Memorandum of Understanding shall enter into force on the date of the receipt of the last written notification by which the Parties inform each other that their national legal requirements for its entry into force have been completed.

The Memorandum of Understanding shall remain in force for a period of five years, unless one of the Parties informs the other six months before the termination date, by a written notice, of its will to terminate the Memorandum of Understanding.

The Memorandum of Understanding may be supplemented or amended upon the mutual consent of the Parties. These modifications shall enter into force according to the procedure established in Paragraph 1 on the present Article.

The termination of this Memorandum of Understanding shall not affect the validity of the activities agreed upon pursuant to this Memorandum of Understanding and initiated prior to such termination.

DONE in Damascus on 23 December 2009, in two original copies each in the Turkish, Arabic and English languages, all the texts are being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

8. Memorandum of Understanding between the Ministry of Environment and Forestry of the Republic of Turkey and the Ministry of Water Resources of the Republic of Iraq on Water (15 October 2009)*

Ministry of Environment and Forestry of the Republic of Turkey and the Ministry of Water Resources of the Republic of Iraq, hereafter, both sides agreed on the following issues bearing in mind of:

- strengthening of friendly relations between Turkish and Iraqi peoples and enhancing cooperation on water,
- accepting the importance of sustainable development approach for protection and utilization of water resources for the health and wealth of present and future generations,
- the necessity of close scientific, technical, and technological cooperation for protection and utilization of water resources.

Article 1

Parties will transfer knowledge, experience and technology and cooperate for protection and utilization of water resources on the basis of equality, reciprocity and mutual benefit.

Article 2

Parties will cooperate on below subjects:

- a. Cooperation will be further enhanced in water resources management in the Euphrates and Tigris. This cooperation will include the assessment of water resources which tend to diminish because of increase in water use and as a result of climate change as well as determining agricultural, industrial and domestic water needs and water usage planning.

During the joint studies parties will determine the existing status of water resources according to hydrological and meteorological conditions in the Euphrates-Tigris.

Mechanisms will be developed to solve problems arising during the drought period. Results of the national studies pertaining to water resources utilization planning will be shared and jointly assessed.

Regarding all these issues cooperation and coordination with the Syrian side will be provided.

Both sides know the importance of water issues. They agree to cooperate on these issues in good faith.

- b. Joint studies will be conducted to modernize existing irrigation systems and adoption of closed and pressurized systems in the new irrigation network which will be constructed.

If Iraqi side demands, Turkish side will provide necessary technical support in modernization as well as planning and project preparation of irrigation systems in Iraq.

Concerning the construction of irrigation networks in Iraq, Turkish companies will join in bidding, and the companies will provide necessary construction services, supplies and systems. Turkish companies will be invited to the bids for this purpose.

* Unofficial English translation; on file with the MPIL Waterproject.

- c. Joint studies will be conducted to prevent water losses in domestic water supply and provide safe water.

Concerning the construction of water supply and water treatment facilities in Iraq Turkish companies will join in bidding and the companies will provide necessary construction services, supplies and systems. Turkish companies will be invited to the bids for this purpose.

Concerning the cooperation in drinking water, Ministry of Water Resources, Iraq will coordinate with the Head of Iraqi Municipalities and the Head of the Capital Municipality.

- d. Joint investigation, planning and projects will be conducted aimed at flood protection.
- e. Organization of training programs on water issues will continue.
- f. Hydrological and meteorological data will be exchanged and a common data base will be created with involvement of Syria as well.
- g. Assessment of existing hydrological measurement stations; studies concerning their calibration and cooperation on establishment of new stations if deemed necessary.
- h. In coordination with Syria frequency of the trilateral JTC meetings will be increased and the results of the meetings will be presented to the Ministers. If deemed necessary trilateral meetings will be organized at the Ministerial level.
- i. Experienced and competent Turkish firms will be invited to the bids related to the cleaning of the irrigation and drainage channels from sediment, moss, weed and other in Iraq.
- j. In the training programs issues related to dam operation will be dealt with and experiences will be shared.

Article 3

Parties will cooperate on the issues classified in Article 2 in below manners:

- a. Joint scientific-technical research programs.
- b. Development of cooperation projects.
- c. Exchange of scientific and technical knowledge and materials pertaining to R&D activities and water management practices.
- d. Exchange of water technologies.
- e. Exchange of civil servants, experts and researchers.
- f. Organization of training programs, meetings, conference and symposia.
- g. Other cooperation modalities which the parties agree on.

Article 4

Both sides exchange experts and trainees on the agreed areas. Sending state will cover the travel costs while the host state will cover accommodation costs of those experts.

Article 5

With a mutual understanding, both sides may invite government institutions, academic institutions, private firms and NGOs to join in the cooperation activities within the framework of the MoU.

Article 6

Upon entry into force of this MoU, both sides will appoint national coordinators, who will be responsible for the administration of cooperation activities within the framework of the MoU.

Both sides will inform each other about the names of the national coordinators. Both sides may appointment, any time, deputy for the national coordinators informing each other in written format. National coordinators will prepare Yearly Working Programmes which will include cooperation activities included in Article 2. Upon mutual understanding, national coordinators can convene any time to discuss the activities under the MoU and review other subjects related to water cooperation.

Article 7

Upon mutual understanding, in accordance with their national legislation, parties may share the results of cooperation with third parties.

Article 8

Disputes concerning the implementation and interpretation of this MoU shall be settled between the two sides by way of negotiation.

Article 9

This MoU can not be interpreted in a way to affect the obligations and rights arisen from other international treaties, which are concluded according to international law and which the sides are party to.

Article 10

This Protocol will enter into force when both sides fulfill domestic legal procedures for the ratification.

Article 11

This MoU will be valid for 5 years. One of the parties may inform the other through diplomatic means about its intention of termination of the MoU six months in advance. Termination of this protocol will not affect the activities and projects initiated or ongoing.

Article 12

This MoU can be amended any time upon written consent of the parties. The amendments will enter into force according to the mechanism in Article 10.