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**33-23**

# Comprehensive Transboundary Water Quality Management Agreement

With Guidelines for Development  
of a Management Plan, Standards,  
and Criteria



ENVIRONMENTAL &  
WATER RESOURCES  
INSTITUTE

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## PREFACE

The purpose of the *Comprehensive Transboundary Water Quality Management Agreement with Guidelines for Development of a Management Plan, Standards, and Criteria* (the Agreement) is to provide a framework that riparian governments could adopt or modify for comprehensive water quality planning and management of shared water resources. This Agreement and its appendixes are based on the concept of shared access and use of transboundary water. It is appropriate only for those situations in which watercourse states, hereafter called Parties, are prepared to manage their portion of shared water resource together with their neighbors and when the Parties show an interest in improving the quality of the water resource.

The Agreement is extensive and considers many aspects of planning and management of water resources. Parties agree to encourage practices to the reasonable use of water and provide sufficient data to the other Parties to verify beneficial uses, including consumptive and non-consumptive uses. The Agreement suggests that information acquisition costs be apportioned so that data collection, environmental assessment, and inventories of basin water user efforts should be systemic and integrated across the basin.

The Agreement is based on the elements of “Model Comprehensive Management Agreement Relating to the Shared Use of Transboundary Water Resources” in *Model Water Sharing Agreements for the Twenty-First Century* (Draper 2002), which is based on the Delaware River Basin Compact (DRBC 1961) and its amendments. The Delaware Compact has been successful in resolving interstate conflicts over the water rights and water quality management of the basin between and among the states of New York, Pennsylvania, New Jersey, and Delaware. Almost all the commentary in this Agreement is based on the *Comprehensive Transboundary International Water Quality Management Agreement*, ASCE/EWRI Standard

33-01, published in 2001 (ASCE 2001); and/or *Comprehensive Transboundary Water Quality Management Agreement with Guidelines for Development of a Management Plan, Standards, and Criteria*; ASCE/EWRI 33-09, published in 2009 (ASCE 2009). Some sentences within the commentary are new to or revised in this Agreement. Almost all of the material in Appendixes A and B was taken directly from ASCE (2009).

The intent of this Agreement is to be sufficiently flexible for use across borders of Parties in whose territory at least part of a watercourse is situated. Article 2 lists general obligations and definitions for the document. Defining the terms avoids the need to include similar language at numerous points throughout the Agreement. Many definitions were taken from the *Regulated Riparian Model Water Code* (ASCE 2003).

Blanks (\_\_\_\_\_) within the text are used to allow a reader to insert names or materials appropriate for a particular set of Parties. Some subarticles are optional and have been labeled accordingly.

The ASCE/EWRI Transboundary International Water Quality Standards Committee (BIWQ SC) is a committee within the Standards Development Council (SDC) of the Environmental and Water Resources Institute (EWRI) of the American Society of Civil Engineers (ASCE). Committee members who have attended one or more meetings and/or voted on one or more ballots regarding the Agreement are listed following in alphabetical order.

The BIWQ SC reports to the Environmental and Water Resources Institute’s Standards Development Council. The EWRI SDC and the ASCE Codes and Standards Committee have approved the balloting process according to the ASCE Rules for Standards Committees, which have been established in agreement with the American National Standards Institute.