

Drin Core Group

in the framework of
Memorandum of Understanding
for the Management of the Extended Transboundary Drin Basin

Terms of Reference of the Drin Core Group

With the support of the
UNECE Water Convention
and
Petersberg Phase II / Athens Declaration Process

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1. Background

- 1.1 The development of the Shared Vision for the sustainable management of the Drin Basin and the signing of a Memorandum of Understanding for the management of the extended transboundary Drin Basin (MoU - Tirana, Albania, 25 November 2011) signaled the initiation of coordinated action at the Drin Basin level. These developments were the outcome of a structured multi-stakeholders process at the national and transboundary levels, the so called Drin Dialogue launched on 1 December 2009, in Podgorica, Montenegro.
- 1.2 The objective of the MoU is described as follows: *“The Parties, through their Ministers and their representatives, commit to promote joint action for the coordinated integrated management of the shared water resources in the Drin Basin, as a means to safeguard and restore to the extent possible the ecosystems and the services they provide, and to promote sustainable development across the Drin Basin.”* The MoU identifies key issues, along with short-, medium- and long-term actions deemed necessary to develop an integrated management of the Drin Basin in close cooperation among the Riparians.
- 1.3 The Action Plan for the implementation of the MoU guides related work to be undertaken by the Parties to the MoU with the facilitation of the Drin Core Group and its Secretariat. The Action Plan describes activities, objectives, responsible institutions, resources /experts to be involved, deliverables etc. “Short term” actions are proposed in the Action Plan; their initiation and delivery of outputs is foreseen from the approval of the Action Plan by the Meeting of the Parties to the MoU (MoP) until the end of 2015.
- 1.4 The mandate of the Drin Core Group, established through the Drin Dialogue, was prolonged and expanded to facilitate communication and cooperation among the Parties for the implementation of the provisions of the MoU.
- 1.5 GWP-Med has been appointed as the Secretariat of the DCG through the MoU, providing technical and administrative support.

2. Introduction

- 2.1 The present document defines the Terms of Reference of the Drin Core Group (DCG).
- 2.2 The basis for the present Terms of Reference is provided by:
 - (a) Article 4, paragraph 1, point (a) and Article 5, paragraph 1 of the MoU that provides for the mandate of the DCG; see also point 4 of the current document.
 - (b) Annex of the MoU that provides for the set-up, functions and responsibilities of the DCG and more specifically point (viii) that provides that *“the DCG shall amend as necessary in conformity to the aforementioned in this article and in accordance to the requirements stemming from the MoU its internal rules of organization and Terms of Reference (ToR) decided at Podgorica on 1 December 2009”*.
 - (c) Decision of the 1st DCG Meeting (Podgorica, 1 December 2009) that defines the overall and specific objectives of the DCG, its scope/specific objectives, synthesis and means to deliver results.
 - (d) Decision No.2 of the 6th DCG Meeting (Ohrid, 30 May 2012) according to which the DCG Secretariat is requested to prepare revised terms of reference for the DCG, in line with the mandate of the DCG under the Drin MoU.
- 2.3 The Terms of Reference (ToR) described here substitute the overall objective, scope/specific objectives, means to deliver results of the DCG as these were decided at Podgorica on 1 December 2009.

3. Principles

- 3.1 Actions of the DCG will be in accordance to and guided by the provisions of the MoU as well as by the provisions of the present ToR.

4. Mandate

- 4.1 According to Article 4, paragraph 1, point (a) of the MoU, elaboration of coordination enhancement mechanisms among the Parties is among the measures that should be initiated and carried out to promote integrated water resources management, also at national level, and facilitate enhancement of cooperation; the DCG will be used for this purpose.
- 4.2 According to Article 5, paragraph 1 of the MoU the DCG has the mandate to facilitate communication and cooperation among the Parties for the implementation of the provisions of the MoU.

5. Tasks and Responsibilities

- 5.1 Reviews its ToR as appropriate to adjust its operation to respond to emerging challenges and needs related to the sustainable management of the Drin Basin.
- 5.2 Review and consider for approval the Action Plan(s) for the implementation of the MoU prepared by the Secretariat of the DCG and recommends these for adoption to the MoP.
- 5.3 Facilitates as necessary the Secretariat of the DCG in the implementation of the activities described in the Action Plan(s).
- 5.4 Coordinates the work of the three Expert Working Groups i.e. Implementation of Water Framework Directive; Monitoring and Information Exchange; Biodiversity and Ecosystems.
- 5.5 Follows up and ensures the implementation of the decisions of the MoP.
- 5.6 Proposes issues for discussion and decision to the MoP.
- 5.7 Facilitates the exchange of information among the Parties related to the management of the Drin Basin and its sub-basins i.e. these of Prespa, Ohrid and Skadar/Shkoder Lakes and Drin (including its tributaries Black Drin and White Drin) and Buna/Bojana Rivers;
- 5.8 Enhances communication and cooperation among the water and environment management competent authorities of the Drin Riparians and other key stakeholders. In this regard acts with an aim to facilitate coordination, hence consistency of actions undertaken by Ministries and International actors, for the management of the Drin Basin.
- 5.9 Acts as the coordinating and/or steering body of regional projects covering parts or the total of the Drin Basin, in accordance to the needs and requests of such projects and the guidance provided by the MoP.
- 5.10 Proposes and prepares joint projects related to its mandate and identify suitable national, regional, European and other international sources to financially support these.
- 5.11 Proposes the preparation of studies in accordance to its mandate.
- 5.12 Proposes capacity building activities for issues relevant to its mandate.
- 5.13 Facilitates awareness raising and promotes consensus building.
- 5.14 May decide on giving an observer status to interested parties. Observers are invited to participate in DCG meetings with the exception of closed sessions.

6. Membership

- 6.1 According to point (i) of the Annex of the Drin MoU *“The DCG will be comprised of the nominated representatives of the: (a) Parties (hereinafter referred at as the “representatives of the Parties”); (b) Prespa Park Management Committee; (c) Lake Ohrid Watershed Committee; (d) Lake Skadar-Shkoder Commission; (e) UNECE; (f) GWP-Med; (g) MIO-ECSD E.”*
- 6.2 According to point (iii) of the Annex of the Drin MoU *“The institutions and bodies participating in the DCG may alter their representatives in the DCG through a formal letter to the DCG Secretariat”*.

7. Meetings

- 7.1 According to point (v) of the Annex of the Drin MoU *“The DCG shall meet on a regular basis and not less than once per year. The dates and the frequency of the meetings to follow will be decided by the DCG itself”*.
- 7.2 According to the decision of the 6th DCG meeting (Ohrid, 30 May 2012), the DCG will have two ordinary meetings per year, tentatively in May and November. Extraordinary meetings may be organized on the initiative of the Parties in accordance to the Annex, point (vi) of the MoU.
- 7.3 According to point (vi) of the Annex of the Drin MoU *“A non-scheduled meeting of the DCG may be called at the request of any of the representatives of the Parties upon submission to the Secretariat of a written request including explanation of the reasons for such meeting, which shall be promptly distributed to all DCG members”*.
- 7.4 According to point (vii) of the Annex of the Drin MoU *“The venue of the meetings will be decided by the DCG. The meetings shall be chaired by the representative of the Party in which they are held”*.

8. Decisions

- 8.1 According to point (iv) of the Annex of the Drin MoU *“The decisions of the DCG will be taken by the representatives of the Parties on the basis of consensus”*.

9. Procedural Arrangements and Settings

9.1 Organization of Meetings

For each meeting, the Secretariat of the DCG will be responsible for the preparations. The host Party shall officially designate a responsible person for assisting the Secretariat in organizing the meeting. The host Party is responsible to secure appropriate facilities for a DCG meeting i.e. meeting room, technical equipment if necessary etc.

9.2 Reporting

(i) A brief report for each of the DCG meetings will be prepared by the Secretariat of the DCG. The report for a given meeting will be circulated for approval to the DCG members.

(ii) An annual report should be prepared by the Secretariat of the DCG, submitted to the DCG for approval and presented to the MoP.

9.3 Transparency

Documentation of the DCG meetings shall be available to the public on the internet.

9.4 Communication

(i) Internal communication among members of the DCG shall be carried out by means of e-mails. "E-meetings" i.e. web-based meetings, using web-based facilities shall be used for discussion of issues if an *ad hoc* face-to-face meeting is not possible or not needed.

(ii) The Secretariat of the DCG will facilitate the communication between the DCG and the EWGs.

(iii) The Secretariat of the DCG will facilitate the communication between the DCG and third parties.

9.5 Working Language

The official working language is English. Members of the DCG who are not familiar with the English language, unless there are financial resources secured to cover interpretation expenses, should make their own arrangements for interpretation during the meeting and translation of working documents.

9.6 Costs

(i) Unless financial assistance from international organizations, donor countries or projects is secured, all expenses related to the participation of the DCG Members as well as of additional experts in the DCG meetings will be borne directly by the Parties - each Party will cover expenses for its representatives.

(ii) Observers are expected to cover expenses for their participation.

(iii) Invited experts or representatives of other organizations and bodies are expected to cover expenses for their participation. In exceptional cases, costs for selected experts may be covered subject to a decision by the Secretariat.

(iv) The costs for a meeting room, technical equipment if necessary etc. will be borne by the Party hosting the DCG meeting.