

No. 33857

**FRANCE
and
MOROCCO**

**Agreement in the field of environment. Signed at Rabat on
19 April 1996**

Authentic texts: French and Arabic.

Registered by France on 19 June 1997.

**FRANCE
et
MAROC**

**Accord dans le domaine de l'environnement. Signé à Rabat le
19 avril 1996**

Textes authentiques : français et arabe.

Enregistré par la France le 19 juin 1997.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON COOPERATION BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO IN THE FIELD OF THE ENVIRONMENT

The Government of the French Republic and the Government of the Kingdom of Morocco, hereinafter referred to as the Parties,

Recalling the Convention between the Government of the French Republic and the Government of the Kingdom of Morocco on Cultural, Scientific and Technical Cooperation of 31 July 1984,

Aware of the great importance of the protection and improvement of the environment for the well-being of present and future generations,

Convinced of the need to establish policies on sustainable development,

Considering that the development and broadening of institutional, technical and scientific cooperation in the field of the environment will contribute to the strengthening of relations between the two countries,

Taking into consideration the principles, recommendations and texts adopted by the United Nations Conference on Environment and Development, held at Rio de Janeiro in June 1992,

Recognizing the importance of the regional relations that have developed over more than 20 years in the context of the Mediterranean Action Plan (MAP),

Have agreed as follows:

Article 1

The Parties shall develop their bilateral cooperation with respect to the environment on a basis of equity, equal rights and mutual advantage within the framework of their respective legislation. Such cooperation, focusing on the scientific, technical and technological field, should permit the development of economic and commercial exchanges.

Article 2

The following environmental areas are recognized as being of particular importance for the two Parties:

1. Institutional, legislative and regulatory matters relating to the environment;
2. Integration of environmental policies into the framework of a policy for sustainable development, in particular in industry, agriculture, tourism, fisheries, transport, land-use planning, urban management and rural development;
3. Integrated management of the water by catchment basin involving all consumers of water: local communities, industrialists and farmers. Application of “the user-pays principle” and “the polluter-pays principle”;

¹ Came into force on 19 April 1996 by signature, in accordance with article 10.

4. Treatment of urban and industrial waste water, prevention and control of water pollution, and drinking-water supply technologies;
5. Management of household and similar wastes, treatment, recycling and disposal of industrial wastes, particularly hazardous industrial wastes;
6. Prevention and control of natural disasters, in particular flash floods, technological hazards and preventive measures;
7. Evaluation of air pollution in large urban areas;
8. Links between environment and health;
9. Management and protection of environmentally sensitive areas: wetlands, protected natural areas and coastal commons, mountain ecosystems;
10. New, renewable and decentralized energy sources;
11. Technical training activities leading to a diploma in environmental professions;
12. Any other field relating to the protection and improvement of the environment as may be jointly agreed between the Parties.

Article 3

Cooperation under this Agreement shall take the following forms:

- The sending of experts and trainees to permit the exchange of information and experience and to ensure the transfer of technology and know-how;
- The exchange of information on public research programmes and the exchange of scientific and technical publications and journals;
- The reciprocal participation of experts in activities organized in either country connected with the areas of cooperation covered by this Agreement;
- The implementation of joint training programmes for the training of specialists in the areas specified in the context of such cooperation;
- The provision of technical assistance to the Party which requests it, in the form of joint programmes;
- Any other form of cooperation agreed upon by the Parties.

Article 4

The coordination of the activities to be carried out under this Agreement shall be entrusted to the Ministry of the Environment of each of the two Parties in liaison with the competent administrations in their respective fields.

The various Franco-Moroccan technical committees of COPEP (Comité Permanent d'Etudes et de Programmation [Standing Committee on Research and Planning]) involved with this Agreement shall ensure the follow-up of activities and coordination with the other existing programmes of cooperation between the Parties.

Article 5

In accordance with the purposes of this Agreement, the Parties shall promote the establishment and development of cooperative relationships between public and

private bodies of the two countries with respect to environmental protection and the rational utilization of natural resources.

For the same purposes, the Parties shall encourage industrial cooperation and shall promote closer relations between enterprises of the two countries within the framework of sustainable development.

The two Parties shall make special efforts to mobilize further action within the framework of regional initiatives (Mediterranean Action Plan (MAP), European-Mediterranean cooperation) and decentralized cooperation.

Article 6

The financial arrangements for cooperation and for the implementation of joint projects shall be decided on a case-by-case basis within the limits of the budgetary resources available to the Parties.

Article 7

This Agreement shall not affect the rights and obligations of the Parties arising from other international agreements to which they are parties.

Article 8

The information obtained in connection with this Agreement which is not protected by intellectual property rights, other than information which may not be disclosed for reasons of national security or commercial or industrial confidentiality, may be made available, on a case-by-case basis, to the scientific community of each of the Parties, unless the Parties decide otherwise.

Article 9

Disputes relating to the interpretation or application of this Agreement shall be handled through negotiations between the Parties. Amendments and additions to this Agreement agreed upon between the Parties shall require an exchange of notes or the signature of appropriate protocols.

Article 10

This Agreement shall enter into force on the date of its signature. It shall be concluded for a period of five years and shall be automatically renewable for similar periods unless one of the Parties notifies the other Party in writing, six months in advance of the expiry of the current period of validity, of its decision to denounce it.

The denunciation of this Agreement, unless otherwise agreed between the Parties, shall not affect any projects or programmes currently being implemented under this Agreement.

DONE at Rabat, on 19 April 1996, in two copies, each in the French and Arabic languages, both texts being equally authentic.

For the Government
of the Kingdom of Morocco:
NOUREDDINE BENOMAR ALAMI

For the Government
of the French Republic:
CORINNE LEPAGE