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## CHARACTERISTICS OF ENVIRONMENTAL TREATIES (REMARKS ON THE BACKGROUND OF POLISH LAW)

**Abstract.** The subject of the study is an indication of the characteristics of international agreements in the field of environmental protection. The analysis of environmental international agreements allows for the formulation of several characteristics, generally assuming that these contracts are not different from other international agreements in the national legal order and are subject to the same legal regime at international level. Characteristics include: institutionalization of treaties, specific design, susceptibility to change due to scientific progress, sectorality and subject and formal diversity. The author is aware that studying the basics of environmental protection can lead to the separation of the following characteristics.

**Keywords:** International environmental agreements, environmental protection, international environmental law

### 1. Introduction

There are a number of occurrence in the area of environmental law which necessitate the establishment of bilateral and multilateral international co-operation. These are positive phenomena such as the creation of common natural value areas, the protection of seas, lakes and international rivers, and, more frequently, negative phenomena such as air pollution, biodiversity loss or the movement of waste. In order to take effective protective measures or to prevent undesirable occurrence, the state is obliged to undertake cooperation, the most formalized but proper one being the conclusion of international agreements. The first manifestations of international cooperation date back to the beginning of the twentieth century when bilateral interstate and first treaty agreements were concluded<sup>1</sup>, however the emergence

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<sup>1</sup> Eg. Convention for the Protection of Birds Useful for Agriculture, 1902, OJ 1932, No. 29; Alberski R., Lisicka H., Sommer J.: Polityka ochrony środowiska. Wydawnictwo Uniwersytetu Wrocławskiego, Wrocław 2002, s. 136.

of this issue in the United Nations (in the second half of the 1960s) contributed to strengthening the cooperation of states in the treaty formula. The culmination of international cooperation was in the 1980s and 1990s, when the international community worked out common standards in international agreements on such fundamental issues as protecting the ozone layer or preventing excessive greenhouse gas emissions (some of them in the framework of the UN International Conference "Environment and Development" in 1992). Further international action has drawn the attention of the international community to the environmental problems associated with the onset of the globalization of the economy, which in the longer term requires taking into account the needs of sustainable development<sup>2</sup>.

International environmental agreements are not specific to other international agreements if we consider their position in the hierarchy of normative acts. Under the domestic law of a contracting state, the status of international agreements is usually determined by the constitution.

From the perspective of Polish law this issue is governed by Chapter III of the Constitution of 2 April 1997<sup>3</sup>, from which it follows that ratified international agreements are, together with the Constitution, laws and regulations, the sources of the universally binding law of the Republic of Poland (Article 87 of the Constitution of the Republic of Poland), but only international agreements ratified by prior consent expressed in the Act. it can be reconciled with the agreement (Article 91 (2) of the Constitution of the Republic of Poland).

With Art. 89 of the Constitution of the Republic of Poland can be concluded that the intent of the constitutional legislator was the broad participation of the Sejm in the process of concluding the most important international agreements for the state. Particularly capacious appears to be point 5, which concerns matters regulated by law, and therefore reserved for the powers of the Sejm. In this way there is little longer for the categories of international agreements ratified without the prior consent of the law. Most environmental agreements deal with matters regulated by law, which puts them in the hierarchy of law sources above the laws. However, all ratified international environmental agreements, after their publication in the Journal of Laws of the Republic of Poland, form part of the national legal system and are directly applicable, unless their application is subject to the issuance of a law (Article 91, paragraph 1 of the Constitution of the Republic of Poland).

The subject of this study is an indication of the characteristics of international environmental agreements. These contracts are governed by the legal regime defined in the Vienna Convention on the Law of Treaties of 1969<sup>4</sup>, they have the same characteristics as international agreements in other fields. They have, like other international agreements, autonomous character – the states (or international organizations) are their creators, guarantors and recipients simultaneously. The state appears here in a dual role: as a creator

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<sup>2</sup> Sands P.: *International Law in Sustainable Development: Emerging Legal Principles*, [in:] *Sustainable Development and International Law*. Graham, London 1995, p. 62.

<sup>3</sup> OJ 1997, No. 78, item. 483.

<sup>4</sup> OJ 1990, No. 74, item. 439.

and as a subordinate. However, given the far-reaching nature of regulation, the importance of regulated issues and the dynamic nature of environmental phenomena, several specific features can be identified.

## 2. On the separation of international environmental law

The number and specificity of international agreements concluded in the field of environmental protection has contributed to the creation of an international environmental law as a relatively young but already promising legal department<sup>5</sup>. International law of the environment can generally be defined by a set of standards regulating the rights and obligations of States, with regard to the use and protection of the environment by themselves, their organs or other entities acting on their behalf or by their mandate<sup>6</sup>. However, in the literature of the subject there is no agreement as to whether we are dealing with a new area of international public law, whether it is a certain "subsystem", or an independent domain<sup>7</sup>, which is affected by the lack of systemic unity of these norms, the failure to undertake codification trials, or finally the definitive subject of regulation<sup>8</sup>. As pointed out by M. Kenig-Witkowska, the distinctive feature that determines the development of this law as a separate branch is the gradual withdrawing from the traditional approach in which environmental problems are regarded as part of the reciprocal rights and obligations of polluting or polluted states to move towards a generalized approach, showing a broader perspective of environmental issues in the context of the common concern of the international community<sup>9</sup>.

It is worth emphasizing here that environmental law is at the same time part of administrative law<sup>10</sup>. In the context of other passages of this law, one can not speak of the

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<sup>5</sup> This phenomenon resulted in the creation of separate works devoted to this subject, eg. Hunter D., Salzman J., Zaelke D.: *International Environmental Law and Policy*. New York-Boston 1988; Bell S., McGillivray D.: *Environmental Law*. Oxford 2006; Birnie P.W., Boyle A.E.: *International Law and the Environment*. Oxford 2002, Kenig-Witkowska M.M.: *Międzynarodowe prawo środowiska. Wybrane zagadnienia systemowe*. Wydawnictwo Wolters Kluwer, Warszawa 2011; Ciechanowicz J.: *Międzynarodowe prawo ochrony środowiska*. PWN, Warszawa 1999; Dupuy P.M., Viñuales J.E.: *International Environmental Law*. Cambridge University Press, 2015.

<sup>6</sup> Grabowska G.: Człowiek i środowisko w prawie międzynarodowym. „Państwo i Prawo”, nr 1, 1996, s. 25.

<sup>7</sup> Kenig-Witkowska M.M.: *op.cit.*, s. 15.

<sup>8</sup> *Ibidem*, s. 15.

<sup>9</sup> *Ibidem*, s. 27.

<sup>10</sup> There are three groups of views in the Polish literature of the subject. Representatives of the first view advocate that environmental law is not a branch of law, but an extract of the content of protection from all legislation, see Radecki W.: *Prawo o ochronie środowiska*. Zielona Góra 1992. Due to the strictly defined subject matter, the existence of its own general principles and characteristic legal institutions is a separate branch of law, see Paczuski R.: *Prawo ochrony środowiska*. Oficyna Wydawnicza Branta, Bydgoszcz 2000, s. 107. The most commonly held view is that the law of environmental protection is a growing separate division administrative law, and civil and criminal regulations serve as an aid to the regulation of administrative law, see Filipek J.: *Miejsce prawa ochrony naturalnego środowiska człowieka w systemie prawnym PRL*. Kraków 1983, XV, p.13

effect of the emergence of a new branch of law such as international self-government law, international customs law, international tax law, international building law, etc., although beyond some doubt, some sections of substantive and administrative law, they are easily subjected to the process of internationalization. Due to the occurrence of environmental phenomena across borders, the process of internationalization of national laws results in the gradual emergence of a new branch of international environmental law. Polish environmental legislation in a creative and innovative way is incorporated into institutions for years or from a very recently functioning within the so-called. International environmental law, such as access to information, public participation in environmental decision-making and environmental impact assessments.

Unlike the law of the sea or the protection of human rights, codified in only a few treaties, international environmental law has not been codified yet<sup>11</sup>. Institutionally, there are no independent international organizations dedicated solely to the environment (UNEP is a ONZ program) or specialized environmental dispute resolution bodies.

International environmental law is not an isolated discipline, but as part of international law it uses the rules laid down in that law, such as the principles of the responsibility of states or the rules of dispute settlement. The "environmental" perspective is also evident in those areas of international law where "at first sight" no direct connection with environmental issues is perceived. This concerns above all the relationship between the human rights protection system and environmental law, which has resulted in the concept of human rights for the environment. In turn, the right to life, as a fundamental human right, is recognized as a ratio legis of the development of environmental law norms<sup>12</sup>. The human right to a clean environment is a special place, which is referred to as the solidarity law of the third generation of human rights<sup>13</sup>. It manifests itself in a privilege that aims to provide the individual as well as the whole of humanity with the opportunity to live in a clean, healthy environment, as well as to provide legal instruments aimed at enabling people to be pro-active in the environment by participating in planning, and environmental decisions and their ability to challenge them, as well as the conscious and sustainable use of its resources. It is both an individual right and a collective right – everyone's responsibility for the state of the environment is to contribute to the improvement of the environment as a common good. One of the conventions that combines human rights and environmental protection established in international law is the Aarhus Convention of 25 June 1998<sup>14</sup>, recognized as one of the first

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<sup>11</sup> Kenig-Witkowska M.M.: *op.cit.*, s. 35

<sup>12</sup> *Ibidem*; Karski L.: *Prawa człowieka i środowisko. „Studies in Ecology at Bioethics”*, No. 4, 2006, p. 309-325.

<sup>13</sup> Sax J.L.: *The search for Environmental Rights*, [in:] Squillace M.S., Fischman R.L. (ed.): *Environmental Decisionmaking*. Anderson, Cincinnati, Ohio, p. 35-42.

<sup>14</sup> OJ 2003, No. 78, item. 706.

attempts to introduce into the binding norms of international law a comprehensive approach to issues related to the functioning of civil society<sup>15</sup>.

Against the background of the above comments on international environmental law, it can be seen that its isolation, which is the source of a growing tendency to deepen international cooperation in the form of international agreements, can be regarded as a particular feature that determines the next features of the environmental treaties. It should be recalled that the name of the contract (treaty, convention, protocol, treaty, charter, concordat, agreement) remains unaffected by its validity, although international law has a tendency to assign certain names to certain types of international agreements<sup>16</sup>. It is clear from the very definition of an international agreement contained in Article 2 of the Vienna Convention on the Law of Treaties that decisive character is not the name, but the content of the rights and duties of States established in the process of adopting an international agreement. In the area of environmental protection, the most common name is the convention, which results from the fact that this name is given to international treaties that regulate important and socially important affairs of states and their mutual interests.

### 3. Characteristic features of the environmental convention

As a specific feature of environmental treaties, they are institutionalized, which means that they almost all form an institutional system for managing the substance of the treaty<sup>17</sup>. As a rule, they are the Conference of the Parties as decision-making bodies, which is assisted by the Secretariat appointed to provide the Conference of the Parties with due diligence. As an example, the Convention on International Trade in Endangered Species of Wild Fauna and Flora, done in Washington on March 3, 1973, which appoints the Conference of the Parties to review the whole application of the Convention and take all decisions necessary to enable the Secretariat to carry out its duties and to undertake financial provisions<sup>18</sup>. Another example is provided by the Convention on Biological Diversity, drawn up on June 5, 1992, Earth Summit in Rio de Janeiro, which is currently one of the most important universal international agreements<sup>19</sup>. Article 23 (1) of the Convention establishes a Conference of the Parties for the management of the matter of the Treaty, which the Secretariat makes. The high

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<sup>15</sup> Bar M., Jendrońska J., Tarnaacka K.: Prawo do sądu w ochronie środowiska. Centrum Prawa Ekologicznego, Wrocław 2002, p. 24. See more, The Aarhus Convention. An Implementation Guide. United Nations 2014; Jendrońska J.: Public participation in the preparation of plans and programs. Some reflections on the scope of obligations under Article 7 of the Aarhus Convention. "Journal of European Environmental & Planning Law", Vol. 6, No. 4, December 2009, p. 495-515.

<sup>16</sup> For example, the most solemn ratified treaties are given the name of a pact or card, while the agreements concluded between states and the Holy See are called concordat.

<sup>17</sup> Kenig-Witkowska M.M.: op.cit., p. 106.

<sup>18</sup> OJ 1999, No. 27, item. 112, the CITES Convention.

<sup>19</sup> OJ 2002, No. 184, item. 1532.

level of institutionalization of international agreements in the field of environmental protection is also ensured by the establishment of open and interdisciplinary ancillary bodies, whose task is to provide the Conference of Parties in due time, advice on the implementation of the provisions of the Convention (eg. Article 25, paragraph 1 of the Convention on Biological Diversity).

Another important feature of international environmental agreements is that most of them (especially multilateral agreements) have been developed within international organizations. First and foremost, the United Nations, particularly the United Nations Environment Program (UNEP), should be mentioned here. Under the auspices of this organization were developed, among others. Vienna Convention of 22 March 1985 on the protection of the ozone layer<sup>20</sup>, Basel Convention of 22 March 1989 on the control of shipments and disposal of hazardous waste<sup>21</sup>, or CITES Convention<sup>22</sup>. The appointment of UNEP has started a slow but systematic development of international environmental law and the accompanying institutional forms<sup>23</sup>.

Although another European organization, which does not have an explicit mandate to address environmental issues but whose statutory aims include economic and social progress and the protection and implementation of the ideals and principles of common heritage, is the Council of Europe. Under its auspices, several important international conventions, such as the Convention of 19 September 1979 on the protection of European wildlife and their natural habitats<sup>24</sup>, the Convention of 21 June 1993 on civil liability for damage as a result of activities dangerous to the environment and the European Landscape Convention of 20 October 2000<sup>25</sup>.

Among the international organizations, the most developed system of environmental law is the European Union. This organization, alone or together with all or some of the Member States, is a party to dozens of international agreements in the field of environmental protection. It can be said that the interest of the European Union in environmental protection, which has taken on various forms in the past, from adopting programs for the protection of the environment through the creation of EU legislation (formerly Community), to the conclusion of international agreements, to which the personality of legal personality has contributed. With the development and strengthening of the EU's legal instruments in the sphere of environmental protection, a new branch of law has emerged: European environmental laws, which can not be clearly separated from international environmental law<sup>26</sup>. International agreements are a common denominator of these two branches of law, and

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<sup>20</sup> OJ 1992, No. 98, item 488, further to the Vienna Convention.

<sup>21</sup> OJ 1995, No. 19, item 88.

<sup>22</sup> More examples, Bar M., Jendrośka J.: Umowy międzynarodowe EKG ONZ z dziedziny ochrony środowiska oraz zasady ich przestrzegania i egzekwowania. Centrum Prawa Ekologicznego, Wrocław 2004.

<sup>23</sup> Brackley P. (ed.): World Guide to Environmental Issues and Organisations. Longman, London 1990, p. 256-356.

<sup>24</sup> OJ 1996, No. 58, pos. 263, further Berne Convention.

<sup>25</sup> OJ 2006, No. 14, pos. 98.

<sup>26</sup> Grabowska G.: Europejskie prawo środowiska. Warszawa 2001; Scheuer S. (ed.): EU Environmental Policy Handbook. A Critical Analysis of EU Environmental Legislation. EBB, Brussels 2005; Jans J.H., Vedder H.H.B.: European Environmental Law. After Lisbon. Europa Law Publishing, London 2012.

they themselves have more tangent points and are complementary to one another. The European Union is currently the site of many global, regional or sub regional environmental agreements covering a wide range of topics such as nature conservation and biodiversity, climate change and cross-border air or water pollution. For example, during the 10 Conference of the Parties to the Convention on Biological Diversity held in Nagoya (Japan) in 2010, the EU has made a significant contribution to reaching an agreement on a global strategy for halting biodiversity loss by 2020. The Union also contributed to the decision to develop global sustainability goals for all states adopted at the Rio+20 Sustainable Development Conference in 2012. The EU has also joined the CITES Convention to continue the fight against wildlife offenses at international level.

Rudimentary essential feature of international agreements in the field of environmental protection is their specific construction. These agreements may consist of three parts: 1) framework agreement, 2) protocols, 3) annexes, or 2 parts: framework agreement and protocol or agreement and appendices. Under the framework agreement, the parties establish general government obligations and form contract management structures. Protocols carry the burden of implementing the treaty (under national law they can be compared to regulations) and are often technical, enforceable. The framework agreement is mandatory, whereas accession to the protocols is usually optional. For example, the Convention on Biological Diversity sets out the framework objectives of the Convention (biodiversity conservation, sustainable use of its components and fair sharing of the benefits of using genetic resources), while the Nagoya Protocol on Access to Genetic Resources implements the third objective of the Convention. Another example is provided by the United Nations Framework Convention on Climate Change of 9 May 1992<sup>27</sup>, which defines in general terms the objectives of the Convention (the stabilization of greenhouse gas concentrations in the atmosphere) and the principles to be followed by the Parties to the Convention. The specific implementing document is the Kyoto Protocol to the United Nations Framework Convention on Climate Change of 11 December 1997 setting a timeframe for reducing greenhouse gas emissions. The Annexes to the International Conventions contain specific provisions, eg lists of species, substances, products or activities e.g. The CITES Convention lists protected species in three annexes, pointing to the varying degrees of international trade regimes of species endangered by extinction.

Another feature of environmental contracts can be considered that most of them do not allow reservations, some do not contain any provisions on this subject, few (eg CITES) allow reservations to a limited extent. As M. Kenig-Witkowska points out, the reasons for the significant limitation of the right to lodge objections to environmental contracts should be found in their framework<sup>28</sup>.

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<sup>27</sup> OJ 1996, No. 53, item. 238.

<sup>28</sup> Kenig-Witkowska M.M.: *op.cit.*, s. 110.

The spectacular nature of the treaties in the field of environmental protection is the susceptibility to the development of science and technological progress, which necessitates amendments to them more often than in any other field. E.g. When the Ozone Layer Convention was adopted on March 22, 1985, the state of ozone research was an identification phase. Already three years later, a higher level of knowledge about the "ozone hole" has pushed up work on the international forum and has become a driver of additional protocols. An important role was played by the Montreal Protocol of 16 September 1987, which further justifies the above-mentioned characteristic of the construction of environmental contracts<sup>29</sup>. The protocol, which includes extensive rules on reporting on the state of its provisions, exchange of information, controls, and a number of organizational provisions, was a response to the persistent degradation of the ozone layer. With this feature of international agreements in the field of environmental protection correlates another, namely the uncertainty of the effects of environmental phenomena. It may happen that at a given stage of civilization development there is a completely different belief about the protection of particular elements of the environment than it is at another stage of development. M.M. Kenig-Witkowska uses an example of genetically modified organisms in which knowledge about the impact on human life and health is still in development<sup>30</sup>.

Another important feature of international agreements in the sphere of environmental protection is their sectorality. This feature has evolved under EU law, but can be successfully identified as a feature of environmental treaties. EU environmental legislation is sectoral because it relates to particular elements of the environment (water, air, nature and biodiversity) or types of nuisance (noise, GMO, pollution, chemicals, waste). Similarly, international environmental agreements generally concern environmental elements such as air, ozone, biodiversity, landscape or threats such as air pollution, waste movement, illegal trade in protected plant and animal species. In this sense, these contracts are sectoral. Different and therefore groundbreaking is the Aarhus Convention signed in Denmark on 25 June 1998 on access to information, public participation in decision-making and access to justice in environmental matters<sup>31</sup>. The particular nature of this convention lies in the fact that by regulating three groups of horizontal issues (access to information, participation and access to justice) In addition to the majority of international environmental agreements that generally state the obligations of one country to another, the Aarhus Convention, like most international human rights treaties, is primarily concerned with the obligations of states towards their own citizens. It is made up of specific legal norms that give the public a clear set of rights or impose obligations on the administration, and are therefore directly applicable in the national legal order, including before the courts<sup>32</sup>.

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<sup>29</sup> OJ 1992, No. 98, item. 490.

<sup>30</sup> Kenig-Witkowska M.M.: *op.cit.*, s. 14.

<sup>31</sup> Banner Ch.: *The Aarhus Convention: A Guide for UK Lawyers*. Oxford-Portland, Oregon 2015, p. 74 et seq.

<sup>32</sup> See more about it Bar M., Jendroška J., Tarnačka K.: *Prawo do sądu w ochronie środowiska*. Centrum Prawa Ekologicznego, Wrocław 2002, p. 23 et seq.

Another feature of international environmental agreements is their diversity, both in terms of binding power and type of contract. It is impossible to find in them a generalized criterion for assigning tasks to national authorities. In international environmental protection, we often deal with acts of a declaration or postulate that do not in principle contain direct instructions to national authorities. "Soft law" documents, because of the very general nature of the provisions, rarely assign tasks directly to public authorities (for example, the obligation to inform citizens about the state of the environment – Article 10 of the Rio de Janeiro Declaration). character of the postulate than the specific guideline. In this group of international laws, there are usually general objectives and means of action, and not specific tasks for state bodies<sup>33</sup>. Often, the implementation of these objectives requires action by the legislative authority or appropriate steps by national enforcement bodies. Analysis of this type of international law allows us to conclude that, because of the general, even programmatic nature of the provisions, they can not be directly applied. Remember the international law of the primacy principle of hard law (legally binding) norms with soft law (non-legally binding). International multilateral (universal) agreements prevail in international environmental protection. They cover various areas that must be regulated internationally. The purpose of regulating most universal contracts is to protect what is often referred to in the environment as the "common heritage of mankind"<sup>34</sup>. Global protection now uses the following areas: the seas and oceans<sup>35</sup>, air and space<sup>36</sup>, fauna and flora<sup>37</sup>, cultural heritage<sup>38</sup> and biodiversity<sup>39</sup>.

The manner of assigning these contracts to national authorities varies. For example, the Vienna Convention obliges the signatory States to carry out control and measurement activities, namely to carry out systematic studies on the ozone layer and the effects of its weakening. The States also undertook to exchange information obtained through these measurements. Immediate obligations resulting from the Convention result in the obligation for domestic law to impose on the specified entities the obligation to carry out the monitoring

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<sup>33</sup> For example, the Global Agenda 21 Action Plan, adopted in Rio de Janeiro, defines several general targets for the management of hazardous waste (including the ratification of the relevant agreements) and then identifies the means by which these objectives are achieved.

<sup>34</sup> Grabowska G.: Źródła międzynarodowego prawa środowiska, [in:] Rozważania o państwie i prawie. Księga jubileuszowa poświęcona prof. J. Nowackiemu. Katowice 1993, p. 84.

<sup>35</sup> For eg. Framework Convention on the Protection of the Marine Environment of the Baltic Sea Area, done at Helsinki, 9 April 1992, OJ 2000, No. 28, item. 1352; The Nuclear Non-Proliferation Treaty on the Seabed and Sea Floor and its Base. Moscow-Washington-London, February 11, 1971, OJ 1972, No. 44, item. 275.

<sup>36</sup> For eg. Convention on Long-Range Transboundary Air Pollution, done at Geneva on 13 November 1979, "Journal of Laws", OJ 1985, No. 60, item. 311. Vienna Convention for the Protection of the Ozone Layer, done at Vienna on 22 March 1985, OJ 1992, No. 89, item. 488; Convention on Assistance in the Case of Nuclear Accidents or Radiological Hazard, done at Vienna on 26 September 1986, OJ 1988, No. 31, item. 218; United Nations Convention on Climate Change, done in New York on 9 May 1992, OJ 1996, No. 53, item. 238.

<sup>37</sup> For eg. Convention on International Trade in Endangered Species of Plants and Animals, done at Washington, DC on March 3, 1973, OJ 1991, No. 27, item. 112, Convention on the Conservation of Migratory Species of Wild Animals, done at Bonn on 23 June 1979, OJ 2003, No. 2, item. 17, Convention for the Conservation of European Wildlife and Their Habitat, done at Berne on 19 September 1979, OJ 1996, No. 58, item. 263.

<sup>38</sup> For eg. Convention on the protection of the world's natural and cultural heritage, adopted in Paris on 16 November 1972, OJ 1976, No. 32, item. 190.

<sup>39</sup> For eg. Convention on Diversity, signed in Rio de Janeiro on June 5, 1992, OJ 2002, No. 184, item. 1532.

indicated in the provisions of the agreement. In the case of entities within the public administration structure, this can be done both by incorporating the appropriate obligation into the normative task catalog of an individual and by the internal management<sup>40</sup>. The implementation of the contract requires taking a number of organizational actions in the departments concerned and, consequently, the possibility of issuing intra-departmental regulations<sup>41</sup>. Another example is provided by the CITES Convention, which assigns to national authorities the task of regulating trade in specimens of endangered species and issuing relevant permits and certificates. At the same time the convention does not indicate what the organ is supposed to be, so it is necessary to presume it under domestic law.

A particular category of multilateral international agreements is regional agreements. The region from the perspective of international environmental protection is a natural whole, a continent, a sea or a watershed with common features. Combining the efforts of states in a given region gives you a better chance of effectively implementing a specific contract<sup>42</sup>. Regional agreements allow for greater resources and joint actions, including adequate mutual control. According to K. Wolfke, regional environmental protection has the advantages of bilateral protection without its drawbacks<sup>43</sup>. These contracts generally treat the environment in a more detailed and specific way than does universal law. Regional protection is more likely to be successfully implemented, because it is carried out directly with stakeholders and with full assistance<sup>44</sup>. Fewer signatories to these agreements – countries with similar environmental problems – guarantee greater portability of content to internal systems and faster implementation<sup>45</sup>. International practice provides many varied examples of regional environmental agreements. The Helsinki Convention on the Protection of the Marine Environment of the Baltic Sea Area, Helsinki, 9 April 1992<sup>46</sup>. Another group is bilateral agreements.

A special place in this group is occupied by agreements concluded by neighboring states. These include either the whole of the co-operation of the countries concerned, or they focus on the selected common environmental concerns. The subject of these agreements is usually the protection of a common part of the environment: border water or air, but can also be a comprehensive environmental cooperation<sup>47</sup>. There is no doubt that bilateral cooperation in each field has many advantages over multilateral cooperation. These agreements are relatively

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<sup>40</sup> Górski M.: Prawo międzynarodowe a ochrona warstwy ozonowej. *Studia prawno-ekonomiczne*, t. LV, 1997, p. 80-81.

<sup>41</sup> *Ibidem*, p. 86.

<sup>42</sup> Ciecchanowicz J.: *op.cit.*, p.16.

<sup>43</sup> Wolfke K.: Zagadnienie źródeł w międzynarodowym prawie ochrony środowiska. *Acta Universitatis Brunensis – Iuridica*, No. 29, Brno 1979, p.105.

<sup>44</sup> Grabowska G.: *op.cit.*, p. 85

<sup>45</sup> *Ibidem*, p. 84.

<sup>46</sup> OJ 2000, No. 28, item 346.

<sup>47</sup> Among bilateral agreements, cooperation agreements in the field of environmental protection (with Germany, the Czech Republic, Slovakia, Ukraine and Russia) and agreements on border waters can be distinguished (Poland has signed such agreements with Germany and Ukraine).

easy to conclude, as they require only a settlement between the two most interested countries. In addition, it is easier and faster to agree on, for example, a common goal, the mechanisms and tools for achieving it, and to provide a more effective system for monitoring the performance of the contract<sup>48</sup>. The weak side of this type of contract is the ease with which mutual obligations can be released from the environmental commitments to the detriment of the regional and even the global ecosystem, and they do not provide sufficient guarantees of compliance without additional international control<sup>49</sup>. Agreements of this type define agreed reciprocal obligations such terms as co-operation, consultation, consent, etc., often involving specific tasks and imposing obligations on national authorities<sup>50</sup>.

The way they are implemented into the national order and the assignment of tasks to administrations is analogous to that of multilateral and regional agreements. These agreements often contain direct and specific tasks for the administration or provide for the creation of a joint executive body in the form of committees or specially appointed by the parties. This is illustrated by the Polish-German agreement on cooperation in the field of water management in border waters signed in Warsaw on 19 V 1992<sup>51</sup> or the same name signed between Poland and Ukraine signed in Kiev on 10 X 1996<sup>52</sup>. Both agreements agree that cooperation between the parties takes place either through the Border Water Commission or through the direct cooperation of the competent authorities.

Sectoral international agreements (government agreements), which are not considered closer to the environmental protection tool, are often overlooked, but the effectiveness of environmental protection in specific field conditions often depends on the functioning of bilateral cooperation at lower levels. Normative grounds for concluding such contracts are contained in a series of normative acts defining the tasks and competences of field authorities. At the level of international law, the basis for strengthening international cooperation in the form of inter-ministerial agreements can be found in the content of some of the ratified international environmental agreements which provide for the possibility of developing and clarifying their provisions by concluding successive agreements of different types and by various entities, central to all kinds of institutions; These agreements could be conventionally called executives. Eg, Article 8 of the Espoo 1991 Convention<sup>53</sup>, under the heading "Bilateral and Multilateral Cooperation", provides that, in order to implement the obligations arising from this Convention, the Parties may continue to apply existing or new bilateral, multilateral or other agreements.

The above described features of international agreements entail the conclusion that environmental treaty practice has a far-reaching character. The particular nature of

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<sup>48</sup> Grabowska G.: *op.cit.*, p. 86.

<sup>49</sup> Wolfke K.: *op.cit.*, p. 104.

<sup>50</sup> Górski M., Walczak P.: Umowa międzynarodowa jako źródło prawa w niektórych dziedzinach prawa administracyjnego. „Acta Universitatis Lodzensis, Folia Iuridica”, nr 41, 1989, s. 71.

<sup>51</sup> OJ 1997, No. 11, item 56.

<sup>52</sup> OJ 1999, No. 30, item. 282.

<sup>53</sup> OJ 1999, No. 96, item. 1110.

environmental problems, their variability, the development of research in this field are reflected in international environmental law standards, which often have to deal with narrow technical and engineering issues. As a summary of the above considerations, another feature of environmental international agreements, which is consistent development of environmental law standards at international level. Although there has been some slowdown in the number of treaties concluded in the last two decades, there have emerged new qualitative international treaties that deal with environmental issues in a horizontal way (the Aarhus Convention). These standards, beyond all doubt, represent the response of the international community to the emerging needs of the environment in a given place and time. The characteristics described in the study do not cover the whole issue, but may contribute to the consolidation of common, didactic and scientific standards of international environmental law.

## Bibliography

1. Alberski R., Lisicka H. Sommer J.: *Polityka ochrony środowiska*. Wydawnictwo Uniwersytetu Wrocławskiego, Wrocław 2002.
2. Banner Ch.: *The Aarhus Convention: A Guide for UK Lawyers*. Oxford-Portland, Oregon 2015.
3. Bar M., Jendrośka J., Tarnacka K.: *Prawo do sądu w ochronie środowiska*. Centrum Prawa Ekologicznego, Wrocław 2002.
4. Bar M., Jendrośka J.: *Umowy międzynarodowe EKG ONZ z dziedziny ochrony środowiska oraz zasady ich przestrzegania i egzekwowania*. Centrum Prawa Ekologicznego, Wrocław 2004.
5. Bell S., McGillivray D.: *Environmental Law*. Oxford 2006.
6. Birnie P.W., Boyle A.E.: *International Law and the Environment*. Oxford 2002.
7. Brackley P. (ed.): *World Guide to Environmental Issues and Organisations*. Longman, London 1990.
8. Ciechanowicz J.: *Międzynarodowe prawo ochrony środowiska*. PWN, Warszawa 1999.
9. Dupuy P.M., Viñuales J.E.: *International Environmental Law*. Cambridge University Press, 2015.
10. Filipek J.: *Miejsce prawa ochrony naturalnego środowiska człowieka w systemie prawnym PRL*. *Krakowskie Studia Prawnicze*, XV, 1983.
11. Górski M.: *Prawo międzynarodowe a ochrona warstwy ozonowej*, *Studia prawno-ekonomiczne*, t. LV, 1997.
12. Górski M., Walczak P.: *Umowa międzynarodowa jako źródło prawa w niektórych dziedzinach prawa administracyjnego*. „*Acta Universitatis Lodziensis, Folia Iuridica*”, nr 41, 1989.

13. Grabowska G.: Człowiek i środowisko w prawie międzynarodowym. „Państwo i Prawo”, nr 1, 1996.
14. Grabowska G.: Europejskie prawo środowiska. PWN, Warszawa 2001.
15. Grabowska G.: Źródła międzynarodowego prawa środowiska, [in:] Rozważania o państwie i prawie. Księga jubileuszowa poświęcona prof. J. Nowackiemu. Uniwersytet Śląski, Katowice 1993.
16. Jans J.H., Vedder H.H.B.: European Environmental Law. After Lisbon. Europa Law Publishing, London 2012.
17. Jendrośka J.: Public participation in the preparation of plan and programs; some reflections on the scope of obligations under Article 7 of the Aarhus Convention. “Journal for European Environmental & Planning Law”, Vol. 6, No. 4, December 2009.
18. Karski L.: Prawa człowieka i środowisko. „Studies Ecologiae at Bioethicae”, nr 4, 2006.
19. Kenig-Witkowska M.M.: Międzynarodowe prawo środowiska. Wybrane zagadnienia systemowe. Wolters Kluwer. Warszawa 2011.
20. Paczuski R.: Prawo ochrony środowiska. Oficyna Wydawnicza Branta, Bydgoszcz 2000.
21. Radecki W.: Prawo o ochronie środowiska. Zielona Góra 1992.
22. Sands P.: International Law in the Field of Sustainable Development: Emerging Legal Principles, [in:] Sustainable Development and International Law. Graham, London 1995.
23. Sax J.L.: The search for Environmental Rights, [in:] Squillace M.S., Fischman R.L. (ed.): Environmental Decisionmaking. Anderson, Cincinnati, Ohio.
24. Scheuer S. (ed.): EU Environmental Policy Handbook. A Critical Analysis of EU Environmental Legislation. EBB, Brussels 2005.
25. Wolfke K.: Zagadnienie źródeł w międzynarodowym prawie ochrony środowiska. „Acta Universitatis Brunensis – Iuridica”, No. 29, Brno 1979.