Day 2 - Group 3 – Functioning of the contract

Assumptions on the contract (contents and procedures) esp. Be based on existing laws but being flexible so as contracts provisions be acceptable to grass root level

Overall allocation shared between users in the form of individual quotas. Transparency: set up clear mechanisms and a place (website, public location) where every user can know the consumption of others

Crop pattern program ensuring appropriate use and saving of water

Contract should lead to better information, monitoring and control on water withdrawal and use – neutral, independent expert

Close attention to initial implementation of contract – making commitments credible and plan regular reporting – clarity on leading and coordinating role

Dispute resolution and infringements – combine technical and judicial skills and people (ex. Agency in Tunisia) otherwise judge may not consider technical documents alone

Dispute resolution and arbitration: community learning, inside mechanism (before going to the court) and outside (regulation) – assume that State is part of, or involved in the contract
Having an eye to sector policies and how they affect water use and efficiency – provide a feedback to public policies

Knowledge production by the community as value added to internal efficiency and policy making

Opportunity to bring changes – ex. change to be introduced in water pricing / tariffs in a participatory way

Other services for the community. Pay for services – financial mechanisms.

Collect water fees and others => thus making it easier to cover costs and transfer the remaining to the administration; reducing transaction costs and securing tax recovery

Balance influence of powerful members – tricky issue – linked to social system and empowerment

People must feel they must benefit from the change, they are empowered, and they have a technical and managerial capacity, and transparency in information sharing and communication