

N° 2474.

**AUTRICHE
ET TCHÉCOSLOVAQUIE**

Convention pour le règlement des questions techniques et économiques dans les secteurs frontières du Danube, de la Morava et de la Thaya, avec protocole final. Signés à Praha, le 12 décembre 1928.

**AUSTRIA
AND CZECHOSLOVAKIA**

Convention for the Settlement of Technical and Economic Questions on the Frontier Sectors of the Danube, Morava and Thaya, with Final Protocol. Signed at Prague, December 12, 1928.

TEXTE ALLEMAND. — GERMAN TEXT.

N^o 2474. — VERTRAG ¹ ZWISCHEN DER TSCHECHOSLOWAKISCHEN REPUBLIK UND DER REPUBLIK ÖSTERREICH ZUR REGELUNG DER TECHNISCH-ÖKONOMISCHEN FRAGEN IN DEN GRENZSTRECKEN DER DONAU, MARCH UND THAYA. GEZEICHNET IN PRAG, AM 12. DEZEMBER 1928.

German and Czechoslovak official texts communicated by the Permanent Delegate of the Czechoslovak Republic accredited to the League of Nations. The registration of this Convention took place September 29, 1930.

Gemäss Artikel 309 des Staatsvertrages von St. Germain en Laye zwischen den alliierten und assoziierten Mächten und Österreich vom 10. September 1919 haben der PRÄSIDENT DER TSCHECHOSLOWAKISCHEN REPUBLIK einerseits und DER BUNDESPRÄSIDENT DER REPUBLIK ÖSTERREICH andererseits, in der Absicht, die Durchführung der Arbeiten wasserbaulicher Natur in den Grenzstrecken der Donau, March und Thaya, die geeignet wären, einen fühlbaren Einfluss auf die Wasserwirtschaft (*régime des eaux*) dieser Flüsse auszuüben, zu regeln, beschlossen, ein dahin gehendes Abkommen zu treffen und haben zu diesem Zwecke ihre Bevollmächtigten ernannt und zwar :

DER PRÄSIDENT DER TSCHECHOSLOWAKISCHEN REPUBLIK :

Ingenieur Václav ROUBÍK, Kommissär für die Festsetzung der Staatsgrenzen ;

DER BUNDESPRÄSIDENT DER REPUBLIK ÖSTERREICH :

Ingenieur Rudolf HOLENIA, Sektionschef im Bundesministerium für Land- und Forstwirtschaft ;

Welche, nachdem sie sich ihre in guter und gehöriger Form befundenen Vollmachten mitgeteilt haben, über folgende Bestimmungen übereingekommen sind :

ABSCHNITT A.

HERSTELLUNG UND INSTANDHALTUNG DER BAUTEN, VERMARKUNG DER FAHRWASSERRINNE. RÄUMUNG DES FLUSSBETTES

I. TEIL.

GRUNDSÄTZLICHE BESTIMMUNGEN.

Artikel 1.

1. Als Grundsatz hat zu gelten, dass, insoweit im Nachstehenden nichts anderes festgesetzt wird, alle in diesem Vertrage angeführten Arbeiten von jenem Vertragsstaate besorgt werden, auf dessen Gebiete sie zur Ausführung gelangen, und zwar auf seine Kosten.

Grundsatz der Bau-
durchführung und
Kostentragung.

¹ The exchange of ratifications took place at Vienna, August 5, 1930.

III. TEIL.

BESONDERE BESTIMMUNGEN FÜR DIE MARCH UND THAYA

Artikel 14.

1. Für die Regulierung der Marchgrenzstrecke und der Grenzstrecke der Thaya unterhalb Breclav sowie für die damit zusammenhängenden Hochwasserschutzdämme werden im Einvernehmen der Vertragsstaaten generelle Projekte aufgestellt. Jeder Staat trägt die Hälfte der Projektskosten ausschliesslich der Personalbezüge der für die Ausarbeitung dieser Projekte bestellten Beamten. Die Personalbezüge dieser Beamten trägt jeder Staat für sich. Projektsaufstellung.

2. Die generellen Projekte bedürfen der Genehmigung beider Staaten und sind alsdann für dieselben bindend. Jede grundsätzliche Projektänderung unterliegt dem gleichen Verfahren wie das ursprüngliche Projekt. Als grundsätzliche Projektänderung ist nicht der Fall anzusehen, in welchem Hochwasserschutzdämme gegenüber der in diesem Projekte vorgesehenen Trassenführung landeinwärts verlegt oder in der Höhenlage ihrer Krone niedriger ausgeführt werden, als dies im generellen Projekte vorgesehen ist.

3. Insoweit bei diesen Projekten Umlegungen des Flussbettes in Betracht kommen, gilt der VII. Teil, Absatz 2, des tschechoslowakisch-österreichischen Übereinkommens¹ vom 10. März 1921, betreffend die Führung der tschechoslowakisch-österreichischen Grenze und verschiedene damit zusammenhängende Fragen.

Artikel 15.

1. Die im Rahmen des nach Artikel 14 aufgestellten Projektes gelegenen Mittelwasserbauten und Massnahmen zum Schutze gegen Hochwässer werden von jedem Staate auf eigenem Gebiete und auf eigene Kosten durchgeführt. Durchführung der Regulierungsarbeiten.

2. Die im Rahmen des nach Artikel 14 aufgestellten Projektes gelegenen Durchstiche sowie die zur Erreichung eines genügenden Hochwasser-Durchflussprofils erforderlichen Abgrabungen des Inundationsgebietes werden auf Grund eines einvernehmlich verfassten Detailprojektes durchgeführt. Die Verfassung dieser Detailprojekte, der Aushub und die Verführung des Materiales sind von jenem Staate zu besorgen, auf dessen Gebiete die Arbeiten durchgeführt werden. Dieser Staat hat auch die Kosten für die Projektverfassung und für die Verführung des Aushubmateriales zu tragen, wobei ihm das gewonnene Aushubmaterial für Regulierungszwecke vorbehalten bleibt. Die Kosten für die Grundeinlösung der Durchstiche werden von den Vertragsstaaten je zur Hälfte getragen. Wenn aus Anlass der Durchführung eines Durchstiches laut geltenden gesetzlichen Vorschriften eine Mehreinlösung von Grundstücken erforderlich ist, so erfolgt sie auf Kosten jenes Staates, auf dessen Gebiete die betreffende Remanenz zu liegen kommt. Sofern das durch die Herstellung eines Durchstiches abgebaute Flussbett nicht Privateigentum ist, fällt es jenem Staate zu, auf dessen Gebiete es liegt. Die Kosten für den Aushub der Durchstiche sowie für den Aushub zwecks Ausbildung des Flusslauches auf Mittelwasser werden von den Vertragsstaaten je zur Hälfte getragen. Für die Durchführung und Kostentragung der Uferbefestigungen und Parallelwerke im Durchstiche gelten die Bestimmungen des Absatzes 1.

¹ Vol. IX, page 333, of this Series.

¹ TRANSLATION.

N^o 2474. — CONVENTION BETWEEN THE CZECHOSLOVAK REPUBLIC AND THE AUSTRIAN REPUBLIC FOR THE SETTLEMENT OF TECHNICAL AND ECONOMIC QUESTIONS ON THE FRONTIER SECTORS OF THE DANUBE, MORAVA AND THAYA. SIGNED AT PRAGUE, DECEMBER 12, 1928.

In pursuance of Article 309 of the Treaty of Peace between the Allied and Associated Powers and Austria signed at St. Germain-en-Laye on September 10, 1919,

THE PRESIDENT OF THE CZECHOSLOVAK REPUBLIC, of the one part, and THE FEDERAL PRESIDENT OF THE AUSTRIAN REPUBLIC, of the other part, desiring to regulate, within the frontier sectors of the Danube, Morava and Thaya, the execution of hydraulic work likely to have an appreciable influence upon the control of the water (*régime des eaux*) in the aforesaid rivers, have resolved to conclude an agreement on this subject and have accordingly for this purpose appointed as their Plenipotentiaries :

THE PRESIDENT OF THE CZECHOSLOVAK REPUBLIC :

M. Václav ROUBÍK, Engineer, Commissioner for the Delimitation of the State Frontiers,

THE FEDERAL PRESIDENT OF THE AUSTRIAN REPUBLIC :

M. Rudolf HOLENIA, Engineer, Chief of Section in the Federal Ministry of Agriculture and Forestry,

Who, having communicated their full powers, found in good and due form, have agreed upon the following provisions :

SECTION A.

CONSTRUCTION AND MAINTENANCE OF WORKS, MARKING OF THE FAIRWAY AND CLEANSING OF THE RIVER BED.

PART I.

GENERAL PRINCIPLES.

Article 1.

1. It shall be the guiding principle that, where no provision to the contrary is made hereinafter, all works mentioned in the present Treaty shall be carried out by and at the costs of that Contracting State within whose territory they are to be executed.

2. In the event of any river regulation operations including work which is to be executed within the territory of both Contracting States and which, for economic or technical reasons, cannot be undertaken in separate parts, it shall be the guiding principle that each State is responsible for the execution of the same amount of work within app-

Principles governing the construction of works and the distribution of costs.

¹ Translated by the Secretariat of the League of Nations, for information.

roximately the same periods of time. The costs of such work shall be borne equally by the two Contracting States. Each State reserves the right to provide one-half of the necessary stone at its own cost, delivered to the site of construction ; in any such case, the cost of the stone supplied in equal quantities by both States shall not be included in the joint statement of accounts.

Article 2.

In all cases where work is carried out by one State for the joint account of both States, the Contracting States shall at all times afford each other facilities for technical and financial inspection.

Technical and financial inspection by either party.

Article 3.

1. The Contracting States shall be responsible for defraying expenditure arising out of the annual plan of constructive work agreed upon by them.

2. Each of the Contracting States undertakes to pay to the other State the share of the costs assigned to it in the jointly approved accounts relating to work executed in common, within two months of such approval ; payment shall be effected in the currency of the State which has a credit balance.

Provision for costs of construction.

PART II.

SPECIAL PROVISIONS CONCERNING THE DANUBE.

Chapter I.

REGULATION WORK.

Article 4.

Regulation work shall include all measures for the concentration of the discharge of the flood-water and of the water during the middle and low stages, as well as the improvement of the navigable channel. This work is as follows :

Definition of regulation work.

- (a) Protective works against flood-water ;
- (b) Work on the normal water channel ;
- (c) Work on the low-state channel ;
- (d) Dredging work for regulation purposes.

Article 5.

1. By protective works against flood-water shall be understood constructive work for the protection of the land from inundation and for concentration of the discharge of the flood-water.

2. By work on the normal water channel shall be understood constructive work for the concentration of the normal discharge.

3. Protective works against flood-water and work on the normal water channel shall be executed in accordance with a general plans agreed upon by the Contracting

Protective work against flood-waters. Work on the normal water channel.

States. The execution of the work and distribution of costs, including expenses for drawing up the plans, shall be effected in conformity with the provisions of Article 1.

Article 6.

1. By work on the low-state channel shall be understood all constructive work for the concentration of the discharge during the low stage.

Work on the
low-state
channel.

2. All plans for work on the low-state channel throughout the Czechoslovak and Austrian frontier sectors of the Danube shall be drawn up by agreement between the Contracting States. Each State shall be responsible for one-half of the cost of drawing up the plans, excluding the salaries of the officials employed in the drafting of such plans. Each State shall be responsible for the salaries of the officials employed by it.

3. The plans drawn up in accordance with paragraph 2 shall require the sanction of both States and shall thereupon become binding for them. Any fundamental change of plan shall be subject to the same procedure as the original plan. Modifications, the necessity for which is recognised, in the course of construction, by both river engineering services may be made, provided that they fall within the scheme of the general plan which has been duly sanctioned; they shall, however, require subsequent sanction by the competent central authorities of the two States.

4. The work on the low-state channel shall, in principle, be executed by each Contracting State within its own territory. In the event of any work on such channels extending to the territory of both States, that State shall be responsible for its execution within whose territory the major portion of the work is to be carried out.

5. The costs of work on the low-state channel shall be borne equally by the Contracting States; this shall not apply to expenditure on the service set up by each Contracting Party to direct building operations, expenditure which must be defrayed by each Party separately.

6. One-half of the stone required for the execution of the work shall, in the absence of any agreement to the contrary, be delivered by each Contracting State to the site of construction.

7. The expenditure on the work (wages, building, equipment, the movement of vessels employed on the work to and from the site of construction, the movement of other vessels to and from the quarries supplying the stone, etc.) shall be entered in the accounts in accordance with the original vouchers. Special arrangements shall be made during the course of the work with regard to the maintenance in repair and depreciation of the necessary building equipment.

Article 7.

1. Dredging for regulation purposes, including the dumping of spoil, shall be effected for the joint account in such a manner that both Contracting States are responsible for dredging approximately the same volume of material. Each State shall, in principle, be entitled to one-half of the spoil.

Dredging
for regula-
tion
purposes.

2. The spoil shall be dumped in accordance with the arrangements stipulated in the plan.

Chapter II.

MAINTENANCE WORK.

Article 8.

Maintenance work shall consist in all work connected with the upkeep of the regulation works and of the navigable channel, namely :

- (a) Maintenance of the protective works against flood-water ;
- (b) Maintenance of works on the normal water channel ;
- (c) Maintenance of works on the low-state channel ;
- (d) Marking of the fairway ;
- (e) Cleansing of the river bed ;
- (f) Dredging of shoals.

Definition
of
maintenance
work.

Article 9.

The provisions of Article I, paragraph I, shall apply to the maintenance of protective works against floodwater and of works on the normal water channel.

Maintenance
of protective
works
against
flood-water
and work
on this nor-
mal water
channel.

Article 10.

The costs of the maintenance of work on the low-state channel shall be borne in equal parts by the Contracting States.

Maintenance
of works on
the low-state
channel.

Article 11.

1. The marking of the fairway shall include the ascertainment of the shallowest parts of the navigable water and the marking out of the fairway in accordance with the provisions of the International Commission of the Danube.

Marking
on the
fairway.

2. The execution of such work shall be undertaken in turn by the Contracting States for period of five years each. In the event of an agreement being reached not later than six months prior to the expiry of the five-year period, the State at that time responsible for the execution of this work may be entrusted with its performance for the succeeding period. Costs in connection with the marking of the fairway shall be borne in equal parts by both States. Accordingly, at the end of each year, the State responsible for the work shall submit to the other Contracting State a statement of the expenses incurred by it. The settlement of this account shall be effected in conformity with the provisions of Article 3.

Article 12.

1. The cleansing of the river bed shall be undertaken by that State which is responsible for the marking of the fairway.

Cleansing of
the river
bed.

2. In other respects the provisions of Article 11 shall apply *mutatis mutandis*.

Article 13.

1. The necessity for dredging work to deepen the water at shoals shall be determined by mutual agreement between the two parties.
2. The guiding principle for dredging work shall be that each State shall, in turn, undertake a complete dredging of the shoals.
3. In other respects the provisions of Article 7 shall apply.

Dredging
of the
shoals.

PART III.

SPECIAL PROVISIONS FOR THE MORAVA AND THE THAYA.

Article 14.

1. General plans shall be drawn up by agreement between the Contracting States for the regulation of the frontier sector of the Morava and that of the Thaya below Břeclava and for the construction of protective dykes against flood-water in connection therewith. Each State shall be responsible for one-half of the cost of drawing up the plans, excluding the salaries of the officials employed in the drafting of such plans. Each State shall be responsible for the salaries of the officials employed by it.

Drawing up
of plans.

2. The general plans shall require the sanction of both States and shall thereupon become binding for them. Any fundamental change of plan shall be subject to the same procedure as the original plan. The removal of the protective dykes against flood-waters to a position further than that marked out in the said plan, or construction to a lower crest level than provided for in the general plan, shall not be deemed a fundamental change of plan.

3. In the event of these plans involving the displacement of the river bed, the provisions of Part VII, paragraph 2, of the Convention between Austria and Czechoslovakia dated March 10, 1921, concerning the delimitation of the frontier between Austria and Czechoslovakia and various questions connected therewith shall apply.

Article 15.

1. The work on the normal water channel and the protective measures against flood-waters provided for in the plan drawn up in accordance with Article 14 shall be carried out by each State within its own territory and at its own cost.

Execution
of the
regulation
work.

2. The construction of cuts provided for in the plan drawn up in accordance with Article 14 and the excavations in the flood-water area required to secure satisfactory gradients for the discharge of the flood waters, shall be effected in accordance with a detailed plan drawn up by agreement between the two parties. The drawing up of these detailed plans, and the extraction and removal of the material shall be undertaken by that State within whose territory the work is to be carried out. The said State shall also be responsible for the costs of drawing up the plan and removing the extracted material; the material thus acquired shall remain at its disposal for regulation purposes. Each of the Contracting States shall be responsible for one-half of the cost of purchasing the land necessary for the construction of the cuts. If, under the legal provisions in force, the construction of a cut necessitates the purchase of extra land required, such purchase shall be effected at the expense of that State within whose territory the extra land in

question is situated. That part of the river bed reclaimed by the construction of a cut shall devolve upon the State within whose territory it is situated, provided that it is not private property. Costs arising out of the excavation of the cuts and out of excavation work to shape the course for the normal channel shall be borne equally by the two Contracting States. The provisions of paragraph 1 shall apply to the execution of work on the consolidation of the banks and on longitudinal earthworks in the cuts, and likewise to the distribution of costs arising therefrom.

3. The Construction of new bridges and the reconstruction of bridges already in existence, necessitated by the regulation plan, shall be carried out in accordance with a detailed plan drawn up by agreement between the two Parties. The cost of drawing up the plan and the cost of its execution, apart from the construction of the ramps giving access to the bridges, shall be borne in equal parts by the two Contracting States.

4. The Contracting States shall not lodge any application for compensation in respect of damming operations under the joint plan, which affect the flooding areas in the fluvial frontier sectors referred to in Article 14.

Article 16.

The Contracting States shall within their own territories and at their own cost as soon as possible clear the land between the proposed dykes from high trees, copse wood and brushwood, in so far as this is necessary for the flood-water discharge capacity of the various slopes, and they shall maintain the land in this condition.

Clearance
of the
flood-water
slopes.

Article 17.

Maintenance work shall be undertaken at its own cost by that State within whose territory it is to be executed. With regard to the cleansing of the river bed, agreement shall be reached in each particular case.

Maintenance
Work

Article 18.

The provisions of the preceding Articles 14 to 17 shall not relate to :

(a) The sector of the Thaya under the syndicate referred to in Article 19, paragraph 1, to which the provisions of Section B of the present Treaty shall apply ;

(b) The frontier sector of the Thaya between Číšov (Zaisa) and Podmolí (Baumöhl), to which the Convention concluded between Czechoslovakia and Austria on March 10, 1921, and referred to in Article 14, paragraph 3, shall apply.

Exceptional
Clauses.

SECTION B.

SPECIAL PROVISIONS APPLICABLE TO THE SECTOR OF THE THAYA FORMERLY MAINTAINED BY AN INTERCOMMUNAL SYNDICATE.

Article 19.

1. Whereas the provincial law of Lower Austria, dated December 10, 1902, *Landesgesetzblatt* No. 4 of 1903, and the provincial law of Moravia, dated December 10, 1902, *Landesgesetzblatt* No. 1 of 1903, concerning the promulgation of a new statute for the

Regulation
and upkeep.

syndicate responsible for the reconstruction of the regulation works and for the upkeep of the sector of the Thaya between the frontier of the Moravian communes of Jaroslavice (Joslowitz) and Křídlovice (Grillowitz) and the Lower Austrian frontier at Alt-Prerau, as well as upkeep of certain lateral channels are no longer applicable in view of the change of sovereignty, the two States shall take the necessary measures to substitute new regulations for those provided in the said laws and also to wind up the syndicate, due regard being had to the provisions of the present Treaty.

2. This winding up shall be carried out in accordance with the following rules :

(a) A Commission consisting of one representative of each of the two Contracting States shall examine the financial circumstances of the Syndicate and shall ascertain its present financial position (assets and liabilities) ;

(b) Existing assets shall be realised and the proceeds shall in the place be employed to cover any existing liabilities ;

(c) One half of the balance of the assets and liabilities shall be transferred to each of the two Contracting States unless they have agreed upon any other method of settlement ;

(d) The Contracting States shall reserve to themselves the right to transfer the property taken over by them in accordance with the foregoing provisions to those bodies responsible for the future maintenance of the works in question ;

(e) The records (documents, maps, plans, etc.) of the syndicate shall be distributed between the two Contracting States in such a manner that each State receives all documents, maps, plans, etc. relating to the fluvial sectors to be maintained by it in accordance with the provisions of paragraph 3 of the present Article.

3. In regard to the upkeep of the fluvial sectors allocated to the syndicate in accordance with the aforementioned laws, the following provisions shall henceforth be applied in cases calling for inter-state settlement whether they relate to current upkeep or to exceptional measures required as a result of a flood disaster :

(a) The Czechoslovak Republic shall be responsible in the sector of the Thaya indicated in paragraph 1 for the maintenance at its own cost of those slopes and protective works which were calculated and executed on the basis of a maximum discharge of 160 cubic metres of water per second. The Czechoslovak Republic shall furthermore provide for the upkeep at its own cost of the tributaries on the left bank of the aforesaid sector of the Thaya and, as regards the channels on the right bank, for the upkeep of the Danisch ditch and the Thaya mill-race from the mill at Jaroslavice (Joslowitz) to the state frontier in the vicinity of the Blaustauden aqueduct.

(b) The Austrian Republic shall at its own cost provide for the upkeep of the remaining portion of the Thaya mill-race and of the remaining channels on the right bank.

(c) Any obligations in regard to the execution of upkeep or cleansing work in the fluvial sectors mentioned in (a) and (b), including the works situated in these sectors, which have been assumed by parties other than the syndicate mentioned in paragraph 1 of the present Article, — the obligations of which have already been dealt with in (a) and (b), — shall remain unaffected in so far as they are based on special claims (permits granting fluvial rights, agreements etc.). In respect of such obligations the provisions of Article 27, paragraph 1, last sentence, of the Czechoslovak-Austrian frontier statute shall apply.

4. The upkeep of the aforesaid channels shall be carried out in such a way that the security of the constructive works is assured and the discharge slopes are kept free from harmful deposits and harmful vegetation.

5. The Contracting States guarantee each other reciprocal technical inspection when executing the maintenance work described in paragraphs 3 and 4.

Article 20.

1. Subject to compliance with the legal provisions and subject to the contributions for the upkeep of roads, paths and ramps in use fixed by agreement with the Czechoslovak communes concerned, the inhabitants of those Austrian communes, included in the syndicate for the upkeep of works on the Thaya, in virtue of the laws mentioned in Article 19, paragraph 1, namely Hanfthal, Laa, Unter-Stinkenbrunn, Wulzeshofen, Zwingendorf, Neudorf and Ungerndorf, and likewise the estate of Alt-Prerau, shall be authorised to extract sand and gravel free of charge from the following points in Czechoslovak territory :

Sand and gravel extracted from the Thaya.

- (a) By the Thaya bridge at Trávní dvůr (Trabinghof),
- (b) At the Ruhof ford,
- (c) At Anenský dvůr (Annahof)
- (d) Above the Thaya bridge at Dyjákovice (Gross-Tajax) and
- (e) Above the Zwingen bridge at Hrádek (Erdberg).

2. The material thus extracted may be exported to Austria free of duty.

Article 21.

The commune of Laa shall be authorised to undertake the defence service within Czechoslovak territory against flood waters along the whole series of dykes constituting the commune's protection against floods ; in doing so it shall however take into consideration any instructions issued by the Czechoslovak authorities responsible for the conservation of these dykes.

Protection of the Commune of Laa against flood waters.

SECTION C.

JOINT TECHNICAL COMMISSION.

Article 22.

A " Joint Technical Commission " shall be set up to ensure uniformity and agreement on all questions dealt with in the present Treaty.

Purpose of the Commission

Article 23.

Each Contracting State shall appoint a representative with full powers to the Joint Technical Commission. This representative shall be entitled to arrange for the attendance of technical bodies at the meetings.

Composition of the Commission.

Article 24.

The Joint Technical Commission shall have the following duties :

- (a) To give its opinion on the general plans for all work included within the scope of the present Treaty and on the building plans for the regulation works to be carried out (except the construction of dykes) and more especially the plans for the following year ;

Terms of reference of the Commission.

(b) To give its opinion on the detailed plans for the work to be carried out for the joint account of both parties and on the detailed plans for the regulation of the normal water channel ; to give an expert valuation of works under construction or already constructed ; to check the building accountancy ;

(c) To give its opinion on the detailed plans for the construction of dykes with reference to the contour of the dykes and the height to which the crest is to be carried, due consideration being given to the general plan approved by both parties ;

(d) To undertake all necessary investigations, negotiations and inspections on the spot in regard to the work mentioned under (a) and (d) ;

(e) To formulate any proposals for the amendment of the present Treaty or for the conclusion of new agreements.

Article 25.

1. The Commission shall meet alternately in the territory of either Contracting State unless otherwise arranged by mutual consent in view of special circumstances.

Meetings,
minutes,
resolutions,
defraying
of personal
expenses.

2. The representative of that State within whose territory the meeting is to take place shall convene the meeting and conduct its proceedings.

3. The Commission shall be convened within a period of one month at the request of one representative and shall in any case be convened not less than once a year. A proposal shall be held to be adopted if both representatives agree thereto. Minutes of each meeting shall be drawn up in two copies in the languages of the Contracting States and be signed by the two representatives. The minutes shall be submitted to the competent central authorities for their approval. Resolutions contained therein shall only become binding after the minutes have been approved.

4. Personal expenses arising out of the work of the Joint Technical Commission shall be borne by each State in respect of persons delegated by it.

SECTION D.

GENERAL AND FINAL PROVISIONS.

Article 26.

The Contracting States shall communicate to each other the names of the authorities and public services responsible for the execution of the present Treaty. The said authorities and public services and the representatives of the two States (Article 23) may communicate with each other direct and in writing on questions dealt with in the present Treaty.

Official
relations.

Article 27.

In the case of protective works against flood-water and regulation work governed by the present Treaty, the inter-state negotiations shall be carried out in accordance with paragraph 8 of Article 31 of the Czechoslovak-Austrian frontier statute.

Negotiations
concerning
fluvial law.

Article 28.

The Contracting States shall give each other due notice of plans for the construction of dikes, to wit, not less than one year before starting upon the proposed work.

Plans for the
construction
of dikes.

Article 29.

1. In regard to the crossing of the frontier in connection with works and other duties provided for under the present Treaty, the provisions of Article 68 of the Czechoslovak-Austrian frontier statute shall apply.

Crossing
of the
frontier
and Customs
questions

2. The Contracting States shall accord one another exemption in the matter of Customs duties and other charges for building material required for works under the present Treaty in the event of such works being carried out by one State within the territory of the other State, whether at its own expense or at the expense of the two States jointly. The same shall apply to the tools and gear required for such work, subject to their re-export on completion of the work.

3. The Contracting States shall accord one another all facilities in respect of the transport across the frontier of the building material, tools and gear referred to in the present Treaty.

Article 30.

The present Treaty shall be ratified and the instruments of ratification shall be exchanged at Vienna as soon as possible. The Treaty shall come into force four weeks after the exchange of the instruments of ratification and may be denounced by either Contracting State before the end of any calendar year with effect from the end of the following year.

Ratification
and duration
of validity.

The present Treaty was drawn up in two originals of like tenor in the Czechoslovak and German languages, both texts being equally authentic.

In faith whereof the Plenipotentiaries have signed the present Treaty and have thereto affixed their seals.

Done at Prague, December the twelfth, One thousand nine hundred and twenty-eight.

Ing. Václav ROUBÍK, *m. p.*

Ing. Rudolf HOLENIA, *m. p.*

FINAL PROTOCOL

TO THE TREATY BETWEEN THE CZECHOSLOVAK REPUBLIC AND THE AUSTRIAN REPUBLIC FOR THE SETTLEMENT OF TECHNICAL AND ECONOMIC QUESTIONS ON THE FRONTIER SECTORS OF THE DANUBE, MORAVA AND THAYA.

On signing the present Treaty the undersigned Plenipotentiaries have agreed upon the following declarations:

The provisions of the present Treaty shall be without prejudice to obligations of the Contracting States arising out of other international Treaties.

Wherever mention is made in the present Treaty of costs to be borne by the States, the question of the eventual contribution of these funds by bodies other than the State itself shall be a matter for domestic settlement within each State.

The present Final Protocol shall constitute an integral part of the present Treaty and shall not require separate ratification.

Done at Prague, December the twelfth, One thousand nine hundred and twenty-eight.

Ing. Václav ROUBÍK, *m. p.*

Ing. Rudolf HOLENIA, *m. p.*