

N° 4397.

HONGRIE
ET TCHÉCOSLOVAQUIE

Convention concernant le règlement des questions d'ordre technique et économique sur le secteur limitrophe hungaro-tchécoslovaque du Danube ainsi que sur celui de la Tisza en aval du confluent du Szamos, et protocole final. Signés à Budapest, le 24 août 1937.

HUNGARY
AND CZECHOSLOVAKIA

Convention concerning the Settlement of Technical and Economic Questions on the Hungarian-Czechoslovak Frontier Section of the Danube and on that of the Tisza below the Confluence of the Szamos, and Final Protocol. Signed at Budapest, August 24th, 1937.

¹ TRADUCTION. — TRANSLATION.

No. 4397. — CONVENTION ² BETWEEN THE KINGDOM OF HUNGARY AND THE CZECHOSLOVAK REPUBLIC CONCERNING THE SETTLEMENT OF TECHNICAL AND ECONOMIC QUESTIONS ON THE HUNGARIAN-CZECHOSLOVAK FRONTIER SECTION OF THE DANUBE AND ON THAT OF THE TISZA BELOW THE CONFLUENCE OF THE SZAMOS. SIGNED AT BUDAPEST, AUGUST 24TH, 1937.

French official text communicated by the Head of the Royal Hungarian Delegation to the League of Nations and by the "Chargé de Services" of the Permanent Office of the Czechoslovak Republic to the League of Nations. The registration of this Convention took place July 13th, 1938.

In pursuance of Article 292 of the Treaty of Trianon, concluded on June 4th, 1920, between the Allied and Associated Powers and the Kingdom of Hungary,
 HIS SERENE HIGHNESS THE REGENT OF THE KINGDOM OF HUNGARY
 and
 THE PRESIDENT OF THE CZECHOSLOVAK REPUBLIC,
 Being equally desirous that the execution of hydraulic works on the Hungarian-Czechoslovak frontier section of the Danube and on that of the Tisza below the confluence of the Szamos should be regulated, the said works being such as might have a marked effect on the hydraulic system of the aforementioned waterways, have decided to conclude a Convention and have for that purpose appointed as their Plenipotentiaries :

HIS SERENE HIGHNESS THE REGENT OF THE KINGDOM OF HUNGARY :

His Excellency Baron Gabriel APOR, Envoy Extraordinary and Minister Plenipotentiary,
 Permanent Substitute for the Minister for Foreign Affairs of Hungary ;

THE PRESIDENT OF THE CZECHOSLOVAK REPUBLIC :

His Excellency Monsieur Miloš KOBR, Envoy Extraordinary and Minister Plenipotentiary
 of the Czechoslovak Republic in Hungary ;

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

¹ Traduit par le Secrétariat de la Société des Nations, à titre d'information.

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

² The exchange of ratifications took place at Prague, June 4th, 1938.
 Came into force July 2nd, 1938.

SECTION A.

PROVISIONS RELATING TO THE DANUBE.

CHAPTER I.

REGULATION WORK.

Article 1.

DEFINITION OF REGULATION WORK.

Regulation work shall include all measures the object of which is to ensure a regular flow of the waters at flood level, at normal level and at low water-level, and to improve the navigable channel.

The said work comprises :

1. Constructions for protection against inundation ;
2. Constructions for regulation work at normal water-level ;
3. Constructions for regulation work at low water-level ;
4. Dredging work for regulation purposes.

Article 2.

CONSTRUCTIONS FOR PROTECTION AGAINST INUNDATION.

1. Constructions for protection against inundation shall be understood to be constructions the purpose of which is to protect the land against inundation and to ensure the regular discharge of flood-water.

2. Constructions for protection against inundation shall be executed in accordance with plans drawn up by agreement between the Contracting States. Each State shall draw up the plans of work to be executed within its own territory. Such plans shall require the approval of both States and, when approved, shall be binding. Any fundamental change in a plan shall be subject to the same procedure as the original plan.

3. The State within whose territory the construction is situated shall be responsible for the execution of the work.

4. The State within whose territory the work is to be executed shall be responsible for the payment of costs relating to such constructions, including expenses connected with the drawing up of plans.

Article 3.

REGULATION WORK AT NORMAL WATER-LEVEL.

1. Regulation work at normal water-level shall be understood to be work the object of which is to concentrate the normal flow.

2. Such work shall be carried out in accordance with plans and principles decided upon by agreement between the Contracting States. Each State shall draw up the plans of work to be executed within its own territory.

3. The work shall be executed and the costs thereof shall be defrayed in accordance with the provisions of paragraphs 3 and 4 of Article 2.

4. Dredging necessary for the purpose of obtaining gravel for use in regulation work at normal water-level may be carried out by either State, at its own expense, regardless of whether the material is to be dredged within its own territory or within that of the other State, provided,

however, that existing private rights are respected. The place, extent and time of the dredging shall be determined by agreement between the River Engineering Offices of the two States, with due regard to economic and hydrotechnical considerations.

Article 4.

REGULATION WORK AT LOW WATER-LEVEL.

1. Regulation work at low water-level shall be understood to be all work the object of which is to concentrate the flow at low water-level and, at the same time, to fix the navigable channel.

2. The drawing up of the necessary plans, including therein surveying work, shall, after preliminary agreement, be effected by one of the two States, in agreement with the other State and care shall be taken that, in principle, the preparation of the plans shall be carried out by each of the two States in turn.

3. The plans, drawn up in accordance with paragraph 2, shall be submitted for the approval of both States and, when approved, shall be binding. Any fundamental change in a plan shall be subject to the same procedure as the original plan. Modifications, the necessity for which is recognised by the competent River Engineering Offices of both States, may be made during the course of the work provided that they fall within the limits of the approved plan and estimate and that they do not alter the State frontier. Such modifications shall, however, require the subsequent approval of the competent central authorities of both States.

4. In principle, each Contracting State shall execute work within its own territory or connected with its own bank.

5. The cost of constructions for regulation work at low water-level, in so far as such constructions are situated in the normal river bed, or inside the theoretical lines for regulation work at normal water-level, shall be borne, in accordance with the provisions of paragraphs 6 and 7 of the present Article, in equal shares by the two Contracting States. This provision shall not apply to the expenses to be borne by each of the Contracting States for the direction of work started by it, or to the costs of surveys and expenses connected with the drawing up of plans, which are to be borne by the State that is to execute or plan such work.

6. Save where, in special cases, it is otherwise agreed, the stones required for the execution of work to be carried out at joint expense shall be delivered by the two Contracting States to the site of the work in equal quantities measured by volume. For economic reasons, and according to circumstances, the delivery of stones may be so arranged that each State supplies the building yards situated nearest to its own quarry, and that the portion of the supplies of stones to be delivered by one State may be used also for constructions to be executed by the other State at its own expense. An endeavour shall be made, however, on the basis of the programme of work drawn up annually, to ensure that the deliveries of supplies of stone balance each other. If they do not balance, any differences shall be carried forward to the following year. Quantities of stone shall be calculated by volume. Any conversion of weights into volumes shall be effected in accordance with an agreement reached beforehand. The checking of deliveries shall be effected on the basis of the relevant receipts.

7. On completion of the work, or on the expiration of agreed periods of construction, a detailed statement of accounts in respect of the work executed jointly shall be drawn up in the following manner :

(a) Costs connected with deliveries of stone effected by the two States in equal quantities shall not be included in the joint account. Any balances in respect of such deliveries may be carried forward to the following period. If, however, it is decided to close the accounts relating to deliveries of stone, one-half of any difference in volume that may be found to exist shall be paid for in cash at an average price including the cost of loading and transport. Such price shall be fixed by agreement beforehand.

(b) Costs connected with the placing in position of stones in equal quantities by the two States shall not be included in the joint costs account, which shall show only the cost of placing in position the excess quantities of stone used for constructional purposes by one of the two States. The cost of placing in position one-half of the said excess shall be refunded in cash to the State concerned, the average of the unit-prices paid by the two States being taken as the unit-price for the purpose of calculating the cost of placing the stones in position.

(c) The unit-prices paid by the two States shall be established by the two Works Offices on the basis of the documents relating to the constructional work (cash books and copies of cash vouchers). Attention should be drawn to the fact that each Party is entitled to examine, in places with which the Works Office of the other is concerned, the original documents relating to the expenses of that office, provided that such documents have not previously been submitted to the central authorities.

(d) In establishing the unit-prices paid by the two States, account shall be taken of wages and the corresponding charges for social insurance, together with an additional amount expressed as a percentage to cover general expenses, and wear and tear and depreciation of articles and of equipment, or the relevant account of the undertaking carrying out the construction may be used for this purpose. The additional percentage mentioned above must be agreed upon before the work of construction is started.

(e) Expenditure in respect of the normal staff of the craft assembled for the purposes of the works shall be borne by the State to which, in each case, the craft belongs.

(f) In cases where other building material is used (artificial stone, faggots, etc.), the cost of such material shall be calculated on the basis of the original documents and the cost of placing the said material in position shall be treated for accounting purposes in accordance with the provisions of (b) above.

8. Regulation work at low water-level, other than work mentioned in paragraph 5 above, shall be executed by the riparian States at their own expense.

Article 5.

DREDGING WORK FOR REGULATION PURPOSES.

1. In so far as other agreements have not been concluded for technical or economic reasons, dredging work for regulation purposes shall be effected by the State within whose territory, according to the plans, the larger volume of material is to be dredged.

2. The cost of dredging, including transport and removal, shall be borne by the two States in equal shares, and each State shall, in principle, be entitled to the spoil dredged within its own territory, provided that there are no other agreements in particular cases.

3. The spoil shall be dumped in accordance with the provisions embodied in the agreements relating to the plan.

4. In regard to dredging, the accounts shall include the wages paid, including social insurance charges in respect of the time spent at the works, together with the cost price of the materials necessary for working the machines consumed at the works. In respect of the maintenance and depreciation of the necessary dredging equipment, and also in respect of costs connected with the transport of the latter to and from the works, special agreements shall be concluded before dredging operations are started.

5. In any cases where dredging work for regulation purposes is carried out through the intermediary of contractors, special agreements shall be concluded.

CHAPTER II.

MAINTENANCE WORK.

Article 6.

DEFINITION OF MAINTENANCE WORK.

Maintenance work shall be understood to be all work connected with the maintenance in good order of regulation works and of the navigable channel, namely :

- (a) Maintenance of constructions for protection against inundation ;
- (b) Maintenance of constructions for regulation work at normal water-level ;
- (c) Maintenance of constructions for regulation work at low water-level.

Article 7.

MAINTENANCE OF CONSTRUCTIONS FOR PROTECTION AGAINST INUNDATION AND CONSTRUCTIONS FOR REGULATION WORK AT NORMAL WATER-LEVEL.

The cost of maintenance of constructions for protection against inundation and constructions for regulation work at normal water-level shall be borne by the Contracting State within whose territory the said constructions are executed.

Article 8.

MAINTENANCE OF CONSTRUCTIONS FOR REGULATION WORK AT LOW WATER-LEVEL.

The cost of maintenance of constructions for regulation work at low water-level, in so far as these are to be considered as joint works in accordance with paragraph 5 of Article 4, shall be borne in equal shares by the Contracting States. For accounting purposes, the principles to be applied shall be those stated in Article 4. The maintenance of other constructions for regulation work at low water-level shall be effected at the expense of the riparian State concerned.

CHAPTER III.

SAFETY OF THE NAVIGABLE CHANNEL.

Article 9.

BUOYAGE AND LIGHTING OF THE NAVIGABLE CHANNEL, INCLUDING THE SIGNAL SERVICE.

1. The buoyage of the channel shall include the sounding of minimum anchorages and the indicating of the navigable channel in accordance with the provisions of the International Commission of the Danube.

2. The buoyage and lighting of the navigable channel and also the signal service shall be effected in accordance with special agreements concluded between the competent authorities of the two States. Such Agreements shall require the approval of the competent central authorities of the two States.

Article 10.

REMOVAL OF OBSTACLES FROM THE RIVER BED.

In the absence of other agreements in special cases, the removal of obstacles from the river bed shall be effected by each State within its own territory and at its own expense.

Article 11.

DREDGING OF DIFFICULT PASSAGES.

1. The necessity for dredging work to deepen the water at difficult passages shall be determined by mutual agreement.
2. Dredging operations shall be carried out on the principle that each State shall, in turn, effect the complete dredging of a difficult passage.
3. The provisions of Article 5 shall, moreover, be applied. Any differences in cost that may occur shall be offset when the next operations are undertaken.

CHAPTER IV.

JOINT PROVISIONS.

Article 12.

RECIPROCAL TECHNICAL AND FINANCIAL INSPECTION.

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

Article 13.

PROVISION FOR COSTS OF CONSTRUCTION.

1. The Contracting States shall make the necessary arrangements for defraying expenditure arising out of the execution of the annual programme drawn up in agreement.
2. Each Contracting State undertakes to pay to the other State, in accordance with the account approved by both Parties, its own share of the cost of the work executed in common. Such payment shall be effected within a period of three months as from the approval of the account and shall be made in the currency of the State in whose favour a credit balance is shown.

SECTION B.

PROVISIONS RELATING TO THE TISZA.

Article 14.

DRAWING UP OF PLANS.

1. Plans relating to regulation work at normal water-level in the frontier section of the Tisza below the confluence of the Szamos, and also those relating to insubmersible dykes, shall be drawn up by agreement between the two Contracting States. Such plans shall be prepared and the cost thereof shall be borne by the State within whose territory the constructions are to be executed.
2. The said plans shall require the approval of both States and, when approved, shall be binding. Any fundamental change in a plan shall be subject to the same procedure as the original plan. A fundamental change shall not be deemed to have taken place in cases where the insubmersible dykes are shifted landwards by comparison with the position shown in the approved plan or if the said dykes are levelled off at a height lower than that provided for in the said plan.

Article 15.

EXECUTION OF REGULATION WORK.

1. Regulation work at normal water-level and measures for protection against flood-water provided for in the plan drawn up in accordance with Article 14 shall be carried out at the expense of the State within whose territory they are to be executed.

2. The Contracting States shall not claim any compensation in respect of damming operations affecting flooding areas, carried out in accordance with the joint plan, in the fluvial frontier section mentioned in Article 14.

Article 16.

MAINTENANCE WORK.

Maintenance work shall be carried out, and the cost thereof shall be borne, by the State within whose territory it is to be executed.

Article 17.

EXECUTION OF WORK IN THE INTERESTS OF NAVIGATION.

Should it be necessary to undertake work required for the purposes of navigation, special agreements shall be concluded.

SECTION C.

JOINT TECHNICAL COMMISSION.

Article 18.

PURPOSE OF THE COMMISSION.

A Joint Technical Commission shall be constituted to ensure uniformity of settlement and agreement in respect of all questions dealt with in the present Convention.

Article 19.

COMPOSITION OF THE COMMISSION.

Each Contracting State shall appoint one representative to the Joint Technical Commission. At the same time, the two States shall each appoint a substitute to act for the representative in the event of the latter's being unable to attend. The representative or his substitute shall be entitled to be assisted at the meetings by experts.

Article 20.

DUTIES OF THE COMMISSION.

The duties of the Joint Technical Commission shall be :

(a) To state its opinion regarding all plans relating to constructions and work within the scope of the present Convention and regarding the building programme relating to regulation work to be carried out, more particularly the work for the following year ;

(b) To give expert valuations, from the technical standpoint, of constructions in course of execution or already executed ; to audit the building accounts relating to work carried out jointly ;

(c) To state its opinion regarding proposed agreements concerning the execution of the buoyage and lighting of the navigable channel and concerning the signal service ;

(d) To carry out all necessary soundings, to make preparations for discussions and to visit the places concerned, in so far as other organs are not required to do so in accordance with the provisions in force or in virtue of other Conventions ;

(e) Should necessity arise, to make proposals for the amendment of the present Convention or for the conclusion of new agreements.

Article 21.

MEETINGS, MINUTES, RESOLUTIONS, DEFRAYING OF " PERSONAL " EXPENSES.

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

2. The representative of the State within whose territory the meeting is to take place shall convene the meeting and preside over it.

3. The Commission shall be convened within a period of one month should one of the representatives so request and shall in any case be convened at least once a year. A proposal shall be held to be accepted if the two representatives agree thereto. Minutes of each meeting shall be drawn up in duplicate in the languages of the Contracting States or in the French language. Such minutes shall be signed by the two representatives and submitted to the competent central authorities for their approval. Resolutions contained therein shall become binding only after such approval has been given.

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

SECTION D.

GENERAL AND FINAL PROVISIONS.

Article 22.

OFFICIAL RELATIONS.

The Contracting States shall communicate to each other the names of the competent authorities and services responsible for the execution of the present Convention. The said authorities and services and the representatives of the two States (Article 19) may, in regard to questions relating to the present Convention, communicate with each other direct in writing either in the languages of the Contracting States or in the French language.

Article 23.

CROSSING OF THE FRONTIER AND CUSTOMS FORMALITIES.

1. In regard to the crossing of the frontier in connection with work and all other duties carried out under the present Convention, the provisions of Article 78 of the Hungarian-Czechoslovak Frontier Statute shall apply.

2. Stones delivered in accordance with the provisions of Article 4, paragraph 6, by one of the Contracting States shall be exempt from Customs duties and other charges on importation into the territory of the other State. The same shall apply to tools and gear required for the execution of work under the present Convention in so far as such work is executed by one State within the territory of the other State and on condition that the objects in question are returned on completion of the work.

3. The Contracting States shall grant each other all possible facilities in respect of the transport across the frontier of the building material, tools and gear referred to in the present Convention.

Article 24.

RATIFICATION AND DURATION OF VALIDITY.

The present Convention, drawn up in the French language, shall be ratified, and the instruments of ratification shall be exchanged as soon as possible at Prague. The Convention shall come into force four weeks after the exchange of the instruments of ratification and may be denounced by either State before the end of any calendar year with effect from the end of the following year.

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

Done in duplicate at Budapest, this 24th day of August, 1937.

For the Kingdom of Hungary :
APOR, *m. p.*

For the Czechoslovak Republic :
KOB, *m. p.*

FINAL PROTOCOL

OF THE CONVENTION BETWEEN THE KINGDOM OF HUNGARY AND THE CZECHOSLOVAK REPUBLIC CONCERNING THE SETTLEMENT OF TECHNICAL AND ECONOMIC QUESTIONS ON THE FRONTIER SECTION OF THE DANUBE AND ON THAT OF THE TISZA BELOW THE CONFLUENCE OF THE SZAMOS.

On signing the present Convention, the undersigned Plenipotentiaries have agreed on the following declarations.

The provisions of the present Convention shall not affect the obligations of the Contracting States arising out of other international Conventions.

In so far as mention is made in the present Convention of the payment of costs by the States, the question of the recovery of such costs, through the eventual participation of bodies other than the State itself, shall constitute a matter for domestic settlement within the Contracting State concerned.

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

Done at Budapest, this 24th day of August, 1937.

For the Kingdom of Hungary :
(*L. S.*) APOR, *m. p.*

For the Czechoslovak Republic :
(*L. S.*) KOB, *m. p.*