

AGREEMENT BETWEEN THE CZECHOSLOVAK REPUBLIC AND THE HUNGARIAN PEOPLE'S REPUBLIC CONCERNING THE SETTLEMENT OF TECHNICAL AND ECONOMIC QUESTIONS RELATING TO FRONTIER WATERCOURSES. SIGNED AT PRAGUE, ON 16 APRIL 1954

The Government of the Czechoslovak Republic and The Council of Ministers of the Hungarian People's Republic, Desiring that the close and enduring friendship of the two people's democratic States, which are striving to maintain world peace and to build socialism, should be strengthened through co-operation between their water resources authorities, have decided to regulate the planning and execution of works carried out by the two States on the Danube and Tisza rivers and on other watercourses forming or intersected by the frontier, and to that end to conclude an Agreement.

For this purpose they have appointed as their plenipotentiaries:

The Government of the Czechoslovak Republic:
Dr. Ladislav Šimovič,
Deputy Minister for Foreign Affairs;

The Council of Ministers of the Hungarian People's Republic:
Imre Horváth,
Envoy Extraordinary and Minister Plenipotentiary of the Hungarian People's Republic at Prague,

who, having exchanged their full powers, found in good and due form, have concluded the following Agreement:

CHAPTER I WORKS GOVERNED BY THE AGREEMENT

Article 1

WORKS COMING WITHIN THE GENERAL SCOPE OF THE AGREEMENT

This Agreement shall apply to hydraulic works carried out on frontier sectors of the Danube and Tisza rivers and on sectors of watercourses which form the State frontier or are intersected by the frontier (hereinafter referred to as „frontier watercourses”).

Article 2

FLOOD-CONTROL WORKS AND HIGH-WATER TRAINING WORKS

(1) The purpose of flood-control works is to protect the adjacent land from inundation.

(2) The purpose of high-water training, apart from providing protection against high water, is to further mean-water and low-water training and to facilitate the unimpeded movement of ice and alluvia downstream.

Article 3

MEAN-WATER TRAINING WORKS

The purpose of mean-water training is to ensure the concentrated flow of mean water, to protect the mean-water bed and adjacent land and to facilitate the unimpeded movement of ice and alluvia downstream.

Article 4

LOW-WATER TRAINING WORKS

The purpose of low-water training is to concentrate and uniformly drain away low water, to facilitate the movement of ice and alluvia downstream and to stabilize and improve the low-water fairway.

Article 5

DREDGING OPERATIONS

(1) The expression „regulatory dredging“ means dredging intended to further mean-water and low-water training by deepening or widening the bed.

(2) The expression „navigational dredging“ means dredging intended to clear and improve the fairway by deepening or widening the bed.

(3) The expression „dredging for gravel and sand“ means dredging carried out for purposes other than regulation or navigation.

Article 6

SAFEGUARDING THE FAIRWAY

The expression „safeguarding the fairway“ means the buoyage of the course and minimum depth of the fairway, the lighting thereof, the buoyage and removal of obstacles in the fairway and the operation of an information service.

Article 7

OTHER HYDRAULIC WORKS

The expression „other hydraulic works“ means such works not specified in articles 2-6 (irrigation schemes, harnessing of water power, drinking-water supply, drainage, sewage disposal, diking, etc.), as are carried out on frontier watercourses and affect their flow (volume, discharge conditions, etc.).

CHAPTER II

EXPLORATION, SURVEYING AND PLANNING

Article 8

EXPLORATION AND SURVEYING

Exploration and surveying for purposes of mean-water and low-water training shall be carried out by the Contracting Parties either jointly or alternately as agreed upon beforehand; exploration and surveying for other purposes shall be carried out by each Contracting Party in its own territory.

Article 9

PLANNING

(1) The Contracting Parties shall establish joint directives for the preparation of general plans for all hydraulic works as specified in chapter I which are to be carried out on frontier watercourses. The plans must be prepared by joint agreement in accordance with the said directives. Each Contracting Party shall, at its own expense, prepare the plans for works to be carried out in its territory. The cost of joint plans for works to be carried out in the

territory of both States shall be borne by the Contracting Parties in accordance with a separate agreement.

(2) The plans and all substantial modifications thereof must be approved by the Contracting Parties. The transfer of flood-protection dikes further inland from the river, or the levelling-off of dikes at a lower height, than approved by a plan shall not be considered a substantial modification of the plan.

(3) Before the start of operations or while they are in progress, the competent water resources agencies may, within the limits of the budget, modify plans to an extent jointly recognized to be necessary, on condition that the substance of an approved plan is not thereby affected. Such modification of plans must, in addition, be reported to the Mixed Technical Commission.

CHAPTER III EXECUTION OF HYDRAULIC WORKS

***Article 10* TRAINING WORKS**

(1) Training works shall ordinarily be executed by the Contracting Party in whose territory they are to be carried out.

(2) The Contracting Parties shall conclude a separate agreement for the execution of works which are to be carried out in the territory of both Contracting States and which for technical or economic reasons cannot be apportioned between them.

***Article 11* PROVISION OF BUILDING MATERIALS**

(1) Unless otherwise agreed, building materials (natural stone, artificial stone, etc.) required for the execution of hydraulic works to be carried out at joint expense shall be delivered by the Contracting Parties to the building site in equal quantities. With a view to achieving greater economy and balance, the delivery of stone may also be carried out in such a way that each Contracting Party supplies a building site situated nearer to its own quarry, irrespective of the State in whose territory the building site lies. On the basis of the agreed programme of work, an effort shall be made to achieve a balance between the quantities of stone delivered in the course of a year. If this is not possible, any differences shall be carried forward to the following year.

(2) Quantities of stone shall be calculated by weight. Any conversion of weight into volume shall require the prior agreement of the water resources agencies of the Contracting Parties.

(3) The quantities of stone delivered shall be checked against the waybills.

***Article 12* SAFEGUARDING THE FAIRWAY AND REMOVAL OF OBSTACLES**

(1) Buoyage operations for safeguarding the fairway, the lighting of the fairway, and the operation of an information service shall be effected in accordance with a separate agreement between the Contracting Parties.

(2) Unless otherwise agreed, the removal of obstacles from the bed shall be effected by each Contracting Party in its own territory at its own expense.

Article 13

REGULATORY AND NAVIGATIONAL DREDGING

(1) To the extent that such matters are not dealt with in the approved plans, the water resources agencies of the Contracting Parties shall jointly determine whether, where, to what extent and in what manner regulatory and navigational dredging is to be carried out and where and in what manner the spoil from the dredging is to be deposited.

(2) Dredging shall be carried out in such a way that each Contracting Party, so far as possible in rotation, executes one technically distinct dredging operation.

(3) Unless otherwise agreed, each Contracting Party shall be entitled to the spoil dredged within its own territory.

Article 14

EXTRACTION OF GRAVEL AND SAND FOR OTHER PURPOSES

The competent water resources agencies of the Contracting Parties shall jointly determine where in a specified sector of a frontier watercourse, to what depth and in what quantity needed gravel and sand may be extracted for other than regulatory or navigational purposes. Permission for extraction within the limits thus laid down shall be granted by the competent agency of the Contracting Party in whose territory the material is to be extracted.

Article 15

EXECUTION OF OTHER HYDRAULIC WORKS

(1) Other hydraulic works as referred to in article 7 shall be carried out by each Contracting Party in its own territory at its own expense.

(2) In the case of hydraulic works which, for technical and economic reasons, cannot be suitably apportioned in relation to the State frontier, the Contracting Parties shall in each individual case conclude a separate agreement concerning the execution of the works, the payment thereof, the operation and maintenance of the hydraulic structures that are built and the settlement of related questions.

CHAPTER IV MAINTENANCE

Article 16

DEFINITION OF MAINTENANCE

The expression „maintenance“ means work intended to keep the existing training and other hydraulic works and the fairway in good condition.

Article 17

PERFORMANCE OF MAINTENANCE

(1) The Contracting Parties shall ensure that the frontier watercourses and the training and other hydraulic works situated thereon are properly maintained.

(2) The Contracting Parties shall, in addition, keep the untrained sectors of frontier watercourses in such condition at all times as to prevent any sudden change in the bed.

(3) Each Contracting Party shall provide for the maintenance of hydraulic structures and canals constructed by virtue of a water use permit or a separate agreement, which are situated in its territory and serve the interests of the other Contracting Party. The cost shall be borne by the Contracting Party whose interests are served by the said structure or canal.

(4) The cleaning of the bed and banks shall be carried out by each Contracting Party in its own territory. In case of necessity this work shall be carried out by virtue of a separate agreement between the competent water resources agencies.

CHAPTER V PAYMENT OF COSTS

***Article 18* COSTS OF TRAINING WORKS**

(1) The costs of flood-control works — including surveying and planning costs — shall be borne by the Contracting Party in whose territory the said works are carried out.

(2) The costs of high-water, mean-water and low-water training, the buoying of the fairway, regulatory and navigational dredging and the delivery and unloading of materials shall be borne by the Contracting Parties in equal shares. Unless otherwise agreed, surveying and planning costs relating to works to be carried out and construction management costs shall be borne by each Contracting Party independently.

(3) A separate agreement concerning payment of the costs of moving dredging equipment to and from the work site shall be concluded by the competent water resources agencies of the Contracting Parties before the dredging operations are started.

***Article 19* MAINTENANCE COSTS**

(1) The maintenance costs of flood-control works shall be borne by the Contracting Party in whose territory the said works are carried out.

(2) The maintenance costs of training works carried out jointly shall be borne by the Contracting Parties in equal shares.

***Article 20* ACCOUNTING AND ACCEPTANCE PROCEDURE FOR JOINT WORKS**

(1) In the settlement of accounts for joint works, the costs of supplying, delivering and placing in position building materials (stone, artificial stone, cement, etc.) supplied by the Contracting Parties in equal quantities shall be disregarded.

(2) After formal acceptance of the works, one half of any excess balance of services rendered by one Contracting Party shall be settled as provided in article 21.

(3) The joint acceptance procedure shall be determined by the Mixed Technical Commission.

Article 21
SETTLEMENT OBLIGATIONS

(1) The Contracting Parties undertake to settle any debts arising out of the joint accounts. The debts shall be paid in building materials which can be used for training works (natural stone, artificial stone, etc.) or in services (transport, dredging, etc.) within one year after the approval of the accounts. If this is impractical or uneconomical, or if there are compelling reasons for proceeding otherwise, the accounts shall, as an exceptional measure, be settled through the clearing procedure. The method of settlement in kind shall be determined by the creditor Contracting Party with due regard for the resources of the other Contracting Party.

(2) The value of any excess balance of services shall be determined in accordance with coefficients fixed in advance for particular types of services by the Contracting Parties.

(3) Any excess balance of dredging services shall be settled on the occasion of the next dredging operation or in accordance with the provisions of paragraph (1).

Article 22
TECHNICAL INSPECTION AND FINANCIAL AUDIT

The Contracting Parties shall afford each other an opportunity to carry out at any time a technical inspection and financial audit of joint works executed at joint expense.

CHAPTER VI
WATER RIGHTS

Article 23
GENERAL PROVISIONS

(1) On frontier watercourses each Contracting Party shall, without prejudice to acquired rights, be free to use half the natural discharge, that is to say, the discharge exclusive of any increase brought about by artificial interference.

(2) The Contracting Parties shall refrain from granting any water use permit for the execution on frontier watercourses of hydraulic works which might adversely affect the discharge conditions or the bed.

(3) The Contracting Parties shall ensure that hydraulic structures on frontier watercourses are constructed, operated and maintained in accordance with the legal provisions in force in their States.

(4) Each Contracting Party shall exercise river police authority in its own territory.

(5) The competent water resources authorities of the Contracting Parties shall assist each other.

Article 24
AUTHORITIES AND PROCEEDINGS

(1) Matters affecting water rights on frontier watercourses shall be decided according to the laws of the Contracting Party in whose territory a hydraulic structure has been or is to be constructed.

(2) In the case of works which are to be carried out in the territory of both Contracting Parties, application must be made to the competent water resources authority of each State for a permit in respect of that portion of the hydraulic structure which is to be constructed in the territory of the relevant State. The authorities shall endeavour to ensure that the application proceedings are conducted simultaneously or in any event on a co-ordinated basis. In order to preclude any inconsistency, the authorities shall agree on the text of the permit.

Article 25

RELATIONS BETWEEN THE COMPETENT AGENCIES

The Contracting Parties shall communicate to each other the names of those members of the competent water resources agencies who will:

- (a) Arrange for the necessary co-operation in the execution of works;
- (b) Agree on the official and technical measures needed to avert the danger of flooding and of damage from the movement of ice.

CHAPTER VII

MIXED TECHNICAL COMMISSION

Article 26

PURPOSE AND FUNCTIONS OF THE COMMISSION

(1) In order to ensure a uniform stand on the questions dealt with in this Agreement, the Contracting Parties shall establish a Mixed Technical Commission.

(2) It shall be the duty of the Mixed Technical Commission, in particular:

- (a) To approve the coefficients jointly proposed by the competent water resources agencies of the Contracting Parties (article 21, paragraph (2));
- (b) To determine, on the basis of the settlement of accounts for joint works, the joint acceptance procedure (article 20, paragraph (3));
- (c) To state its opinion on the plans and budgets of the training works required on the watercourses and, in particular, on the programme of work for the following year;
- (d) To state its opinion on the settlement of accounts for and the acceptance of joint works;
- (e) To state its opinion and proposals for safeguarding the fairway (articles 6 and 12);
- (f) To state its opinion on the plans of structures (bridges, dams, water-removal installations, etc.) which are to be constructed on frontier watercourses;
- (g) To state its opinion in cases where the agreement provided for in article 24, paragraph (2), has not been reached;
- (h) To state its opinion on other hydraulic works (articles 7 and 15);
- (i) To submit proposals for such surveys and for the preparation of such plans and studies as will serve the purposes of this Agreement;
- (j) To submit proposals for the conclusion of agreements on the safeguarding of the fairway;
- (k) To submit proposals for the amendment of this Agreement or for the conclusion of a new Agreement;
- (l) To carry out on-site inspections.

Article 27

COMPOSITION OF THE COMMISSION

Each Contracting Party shall appoint one plenipotentiary representative to the Mixed Technical Commission and shall at the same time designate his alternate. The plenipotentiary representative or his alternate shall be entitled to bring expert advisers with him to the deliberations.

Article 28

**MEETINGS, MINUTES, RESOLUTIONS AND
REIMBURSEMENT OF PERSONAL EXPENSES**

- (1) Unless the plenipotentiary representatives agree otherwise, the Mixed Technical Commission shall meet alternately in the territory of each Contracting Party.
- (2) A meeting shall be convened and conducted by the plenipotentiary representative of the Contracting Party in whose territory the meeting is held.
- (3) Meetings shall be held as necessary, but at least once a year. A meeting must be convened within one month if either plenipotentiary representative so requests.
- (4) Proposals submitted shall be considered adopted if both plenipotentiary representatives agree to them.
- (5) Minutes of each meeting shall be drawn up in duplicate in the languages of the Contracting Parties. The minutes shall be signed by the two plenipotentiary representatives and shall be submitted to the competent higher authorities for approval. After the minutes have been approved, the resolutions contained therein shall become binding. The plenipotentiary representatives shall notify each other of the approval of resolutions.
- (6) Personal expenses arising out of the work of the Mixed Technical Commission shall be reimbursed independently by each Contracting Party.

CHAPTER VIII

GENERAL AND FINAL PROVISIONS

Article 29

EXCHANGE OF INFORMATION

- (1) The Contracting Parties shall supply each other with essential information concerning the effect on the maximum and minimum discharges of frontier watercourses of hydraulic structures situated outside the frontier sector.
- (2) The Contracting Parties shall communicate to each other their experience with pollution-abatement measures on frontier watercourses.

Article 30

OFFICIAL RELATIONS

The Contracting Parties shall communicate to each other the names of the competent water resources authorities and of the agencies responsible for the application of this Agreement. The said authorities and agencies and the plenipotentiary representatives

may, in matters relating to this Agreement, communicate with one another directly, either in the languages of the Contracting Parties or in the Russian language.

Article 31
CROSSING OF THE FRONTIER

The crossing of the State frontier for the purpose of executing works or carrying on other activities required under this Agreement shall be subject to agreement between the competent agencies of the Contracting Parties.

Article 32
CUSTOMS TREATMENT

Building materials supplied by one Contracting Party to the other Contracting Party under this Agreement shall be exempt from every kind of customs duty, tax or levy. This provision shall also apply to equipment and fuel transported across the frontier for the execution of works under this Agreement. Such equipment and any unconsumed fuel must be returned on completion of the works. The Contracting Parties shall grant each other every permissible concession in respect of the transport of such items across the frontier.

Article 33
SPECIAL PROVISIONS

(1) This Agreement shall not affect the validity of the Agreement concerning certain water resources questions arising out of the cession of territory, which was concluded at Bratislava on 9 October 1948 pursuant to article 1, paragraph 4, sub-paragraph (c), of the Paris Treaty of Peace and was subsequently annexed to the Final Protocol, signed at Bratislava on 22 December 1947, relating to the work of the Boundary Commission.

(2) The provisions of the present Agreement shall not apply to the Czechoslovak-Hungarian frontier sector of the Danube between km 1850 and km 1791 during such time as the River Administration in the Rajka-Gönyü sector of the Danube is functioning.

Article 34
PERIOD OF VALIDITY

This Agreement shall enter into force on the thirtieth day after the date of its signature and may be denounced by the Contracting Parties before the end of any calendar year with effect from the end of the next calendar year.

Article 35
FINAL PROVISIONS

Upon the entry into force of this Agreement, the Convention concluded at Budapest on 24 August 1937 concerning the settlement of technical and economic questions on the Czechoslovak-Hungarian frontier section of the Danube and on that of the Tisza below the confluence of the Szamos shall cease to have effect.

DONE in duplicate in the Slovak and Hungarian languages, both texts being equally authentic.

IN WITNESS WHEREOF the plenipotentiaries have signed this Agreement and have thereto affixed their seals.

Prague, 16 April 1954.

L. ŠIMOVIČ

HORVÁTH Imre

[Quelle: United Nations, Treaty Series, vol. 504, 1964, p. 254-276.]