## BULGARIA, CZECHOSLOVAKIA, GERMAN DEMOCRATIC REPUBLIC, HUNGARY, POLAND, ROMANIA and UNION OF SOVIET SOCIALIST REPUBLICS

Agreement concerning the establishment of a Central Control Office for the combined power systems of the People's Republic of Bulgaria, the Hungarian People's Republic, the German Democratic Republic, the Polish People's Republic, the Romanian People's Republic and the Czechoslovak Socialist Republic and the West Ukraine power system of the Union of Soviet Socialist Republics. Signed at Moscow, on 25 July 1962

Official text: Russian.

Registered on 20 August 1964 by the Secretariat of the Council for Mutual Economic Assistance acting on behalf of the Contracting Parties.

# BULGARIE, TCHÉCOSLOVAQUIE, RÉPUBLIQUE DÉMOCRATIQUE ALLEMANDE, HONGRIE, POLOGNE, ROUMANIE et UNION DES RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES

Accord relatif à la création d'un Office central de régulation des réseaux électriques interconnectés de la République populaire de Bulgarie, de la République populaire hongroise, de la République démocratique allemande, de la République populaire de Pologne, de la République populaire roumaine et de la République socialiste tchécoslovaque et du réseau électrique de l'Union des Républiques socialistes soviétiques en Ukraine occidentale. Signé à Moscou, le 25 juillet 1962

Texte officiel russe.

Enregistré le 20 août 1964 par le secrétariat du Conseil d'entraide économique agissant au nom des Parties contractantes.

## [Translation — Traduction]

No. 7387. AGREEMENT¹ CONCERNING THE ESTABLISH-MENT OF A CENTRAL CONTROL OFFICE FOR THE COMBINED POWER SYSTEMS OF THE PEOPLE'S RE-PUBLIC OF BULGARIA, THE HUNGARIAN PEOPLE'S REPUBLIC, THE GERMAN DEMOCRATIC REPUBLIC, THE POLISH PEOPLE'S REPUBLIC, THE ROMANIAN PEOPLE'S REPUBLIC AND THE CZECHOSLOVAK SO-CIALIST REPUBLIC AND THE WEST UKRAINE POWER SYSTEM OF THE UNION OF SOVIET SOCIALIST RE-PUBLICS. SIGNED AT MOSCOW, ON 25 JULY 1962

The Governments of the People's Republic of Bulgaria, the Hungarian People's Republic, the German Democratic Republic, the Polish People's Republic, the Romanian People's Republic, the Union of Soviet Socialist Republics and the Czechoslovak Socialist Republic,

Having regard to the fact that in pursuance of the agreements concerning cooperation in the field of electric power concluded between their countries in accordance with recommendations of organs of the Council for Mutual Economic Assistance, the power systems of the Hungarian People's Republic, the German Democratic Republic, the Polish People's Republic and the Czechoslovak Socialist Republic and the West Ukraine power system of the Union of Soviet Socialist Republics have already been combined and that in 1963-1964 the power systems of the People's Republic of Bulgaria and the Romanian People's Republic are to be linked to the combined power systems of those countries,

Considering that the advantages offered by combining power systems can be exploited most fully and effectively through the establishment of a control centre to co-ordinate the operations of the combined power systems of their countries,

Have decided to conclude an agreement as follows:

## Article I

With a view to co-ordinating the operations of the combined power systems of the People's Republic of Bulgaria, the Hungarian People's Republic, the German Democratic Republic, the Polish People's Republic, the Romanian

<sup>&</sup>lt;sup>1</sup> Came into force on 25 July 1962, the day of its signature, for all Contracting Parties.

People's Republic and the Czechoslovak Socialist Republic and the West Ukraine power system of the Union of Soviet Socialist Republics and to co-ordinating the planning and programming and operational activities of the State control offices of the said power systems with respect to such operations, the Contracting Parties hereby establish a Central Control Office for the Combined Power Systems (CCO), with its seat in Prague in the Czechoslovak Socialist Republic.

#### Article II

Co-operation between the Contracting Parties shall be conducted on a basis of equality of rights, mutual advantage and comradely mutual aid.

The CCO shall conduct its work in accordance with this Agreement, with the Statute of the CCO to be drawn up in pursuance of this Agreement and approved by the Council of the CCO, and with the agreements between the Contracting Parties on the supply and exchange of electric power and the operation of inter-system power transmission lines; it shall not intervene in questions relating to the internal administration of the power systems of the Contracting Parties.

### Article III

The Contracting Parties agree that the CCO shall have the following functions:

To work out schemes and schedules for the co-ordinated operation of the combined power systems, and measures to ensure their co-ordinated operation at normal frequency, to exercise operational supervision over their implementation, to co-ordinate the planning and operation of schedules for the transfer of capacity among the power systems of the Contracting Parties, subject to the corresponding provisions of the agreements between the Contracting Parties referred to in article II of this Agreement;

To co-ordinate at both the planning and the operational stages the amounts of reserve capacity to be made available to the CCO by the power systems of the Contracting Parties, and to organize mutual assistance among the combined power systems through the use of this reserve and of temporary idle capacity;

To take steps in concert with the corresponding control offices of the Contracting Parties to eliminate emergency operating conditions prejudicial to the co-ordinated operation of the combined power systems;

To co-ordinate the operation of the protective relay system, system automation, remote controls and communications in the combined power systems, to the extent necessary for their integrated operation;

To ensure the use of comparable measurements in the combined power systems for transfers of capacity and electric power through inter-system circuits; to keep accounts of these transfers and to make periodic reports to the Contracting Parties on their results; to work out a method of settlement for electric power transferred under conditions of multilateral interchange;

To prepare and organize the execution of a programme of general tests and measurements in the combined power systems and to co-ordinate the activities of the control offices of the Contracting Parties in this respect; to analyse the co-ordinated operation of the combined power systems with a view to improving its efficiency;

To carry out other functions arising out of the co-ordinated operation of the combined power systems.

## Article IV

The work of the CCO shall be directed by a Council composed of representatives of the competent organs of all the Contracting Parties.

The Council shall hold meetings not less than once a year.

The Council shall be authorized to discuss all questions falling within the competence of the CCO under article III of this Agreement and to adopt decisions on them.

Decisions shall be adopted by the Council only with the consent of the representatives of all the Contracting Parties concerned, the representative of each Party being entitled to announce the interest of that Party in any question under consideration by the Council.

Decisions of the Council shall not apply to Parties whose representatives state that those Parties have no interest in the question under consideration by the Council. Nevertheless, any such Party may subsequently associate itself with such decisions.

#### Article V

To ensure the application of the Council's decisions and to carry on the day-to-day operations of the CCO, the latter shall have a permanent executive organ, the Board, consisting of the Director of the CCO, his deputy and the necessary number of specialists and auxiliary personnel, who shall be citizens of the Contracting Parties. The Director of the CCO and his deputy shall be appointed and dismissed by the Council of the CCO. Other members of the Board's staff shall be appointed and dismissed in accordance with the Statute of the CCO.

The work of the Board shall be directed by the Director of the CCO, who shall be responsible and accountable to the Council. The Director shall represent the CCO in dealings with official persons and organizations of the Contracting Parties.

In the discharge of their official duties, the Director of the CCO, his deputy and the specialist staff of the Board shall act in the 'capacity of international officials.

#### Article VI

The Contracting Parties agree that the Government of the Czechoslovak Socialist Republic shall provide the CCO with appropriate installations with the necessary technical equipment and shall ensure that they are in good working order during operations.

The said installations and equipment shall be the property of the Czechoslovak Socialist Republic, to which the CCO shall make payments for depreciation and current maintenance costs under its budget.

Each Contracting Party shall provide at its own expense for the necessary technical equipment and operation of control points for the work of the CCO in its territory.

The Contracting Parties shall provide at their own expense the communication facilities necessary for the work of the CCO in their own territory.

## Article VII

The Contracting Parties shall share equally the costs arising out of the CCO's activities.

The total amount of the contributions of the Contracting Parties taking part in the co-ordinated operation of the combined power systems shall be fixed by the Council of the CCO in approving the budget of the CCO for each calendar year, the main items of expenditure being the following:

- (a) Administration and management expenses, including salaries of the staff of the Board of the CCO and the costs of servicing the CCO, meetings of its Council and other meetings and conferences held under its auspices;
- (b) Depreciation allowances for and current maintenance costs of the installations and technical equipment supplied to the CCO by the Czechoslovak Socialist Republic.

The Contracting Parties shall pay their respective contributions through accounts opened in accordance with the payments agreements in force between the Contracting Parties on the day of payment.

The Director of the CCO shall be responsible for the operation of the budget and shall submit a report on the operation of the budget for each calendar year to the Council of the CCO.

The CCO's financial operations shall be audited by an audit commission to be appointed by the Council. The commission's composition and procedure shall be laid down in the Statute of the CCO.

#### Article VIII

The CCO shall have the rights of a body corporate.

The CCO and its officials shall enjoy the same privileges and immunities as are enjoyed by the Council for Mutual Economic Assistance and its officials under article II and article V, paragraphs 2, 4 and 5, of the Convention¹ concerning the juridical personality, privileges and immunities of the Council for Mutual Economic Assistance. The Director of the CCO, however, shall have the right and the duty to waive the immunity of any official of the CCO in any case where in his opinion such immunity would impede the course of justice and can be waived without prejudice to the interests of the CCO. The right to waive the immunity of the Director of the CCO and his deputy shall be vested in the Council of the CCO.

## Article IX

The official languages of the CCO shall be the languages of the Contracting Parties. The working language of the CCO shall be Russian.

#### Article X

The provisions of this Agreement shall not affect the rights and obligations of the Contracting Parties arising out of other international agreements concluded by them.

#### Article XI

This Agreement shall enter into force on the day of its signature by all the Contracting Parties.

This Agreement may be amended or supplemented by agreement between all the Contracting Parties.

#### Article XII

Other countries may accede to this Agreement by depositing with the depositary an instrument of accession, which shall enter into force by agreement between all the Contracting Parties.

Any Contracting Party may withdraw from the Agreement at any time notifying the depositary of the Agreement to that effect. Such notice shall take effect one year after its receipt by the depositary.

### Article XIII

This Agreement shall be deposited with the Secretariat of the Council for Mutual Economic Assistance, which shall act as depositary for it.

<sup>&</sup>lt;sup>1</sup> United Nations, Treaty Series, Vol. 368, p. 237.

The Agreement has been drawn up in a single copy in Russian.

Certified true copies of the Agreement shall be sent by the depositary to all the Contracting Parties.

IN WITNESS WHEREOF the duly authorized representatives of the Contracting Parties have signed this Agreement.

Done at Moscow, on 25 July 1962.

For the Government of the People's Republic of Bulgaria:

S. Grekov

For the Government of the Hungarian People's Republic:

A. LEVAY

For the Government of the German Democratic Republic:

G. Lützkendorf

For the Government of the Polish People's Republic:

E. Zadrzynski

For the Government of the Romanian People's Republic:

A. Georgescu

For the Government of the Union of Soviet Socialist Republics:

I. Novikov

For the Government of the Czechoslovak Socialist Republic:

I. BAIER