

No. 10185

**ARGENTINA
and
URUGUAY**

**Agreement concerning the Paysandú-Colón bridge (with map).
Signed at Buenos Aires on 8 July 1968**

Authentic text: Spanish.

Registered by Argentina on 14 January 1970.

**ARGENTINE
et
URUGUAY**

**Accord relatif au pont entre Paysandú et Colón (avec carte).
Signé à Buenos Aires le 8 juillet 1968**

Texte authentique : espagnol.

Enregistré par l'Argentine le 14 janvier 1970.

[TRANSLATION — TRADUCTION]

AGREEMENT ¹ CONCERNING THE PAYSANDÚ-COLÓN BRIDGE

The Governments of the Argentine Republic and the Eastern Republic of Uruguay, desiring to strengthen the ties of friendship which have always existed their two peoples, and considering that the establishment of road links between their respective countries is one of the most effective means of promoting true integration, have agreed on the need for the construction of a system of bridges connecting the territories of the two countries.

For this purpose they have established, by exchanges of notes of 23 November 1960,² 16 June 1961 and 12 February 1966,³ the respective Joint Commissions responsible for carrying out the studies necessary for preparing the preliminary designs for the works in question.

Considering that the Joint Commission established in pursuance of the exchange of notes of 12 February 1966 has carried out the tasks assigned to it, the two Governments have decided to sign this Agreement and have for this purpose appointed as their plenipotentiaries:

For the Argentine Republic: His Excellency the Minister for Foreign Affairs and Public Worship, Mr. Nicanor Costa Mendez;

For the Eastern Republic of Uruguay: His Excellency the Minister for Foreign Affairs, Mr. Venancio Flores;

Who, having exchanged their full powers, found in good and due form, have agreed as follows:

Article 1

The High Contracting Parties agree to approve the work carried out in its field of competence by the Joint Commission (COPAYCO) established by the exchange of notes of 12 February 1966.

¹ Came into force on 30 October 1969 by the exchange of the instruments of ratification, which took place at Montevideo, in accordance with article 18.

² United Nations, *Treaty Series*, vol. 669, p. 153.

³ *Ibid.*, vol. 669, p. 167.

Article 2

An executive technical commission, to be known as the Paysandú-Colón Bridge Technical Commission, shall be established and shall consist of three representatives of the Argentine Republic and three representatives of the Eastern Republic of Uruguay.

Article 3

The High Contracting Parties commission the Technical Commission to arrange for the construction of the bridge recommended for the Paysandú (Uruguay)-Colón (Argentina) area and, for the specific purposes of its assignment, endow it with the juridical capacity necessary to acquire rights and contract obligations. The Technical Commission shall have its headquarters at Montevideo.

Article 4

COPAYCO shall continue to perform the functions of advisory commission to the Technical Commission in accordance with all the powers pertaining thereto.

Article 5

Within sixty days of its establishment the Technical Commission shall submit for approval to the High Contracting Parties the rules of procedure that are to govern the work assigned to it under this Agreement.

Article 6

The Technical Commission shall carry out, either by its own means or through specific national technical bodies, the following works and activities which it shall submit for approval to the High Contracting Parties.

- (a) Complete the studies necessary in order to lay the foundations of the project and for construction of the work;
- (b) Prepare the basic budgets for the main work and the ancillary works in each territory;
- (c) Propose whatever expropriations of real property may be necessary;
- (d) Prepare the plan for the work or, if deemed necessary, make preparations for inviting national or international public tenders for the project;

- (e) Invite national or international public tenders for the construction of the work under conditions established in advance;
- (f) Inform the respective Governments of their consideration and study of the entries and tenders received, recommending approval and/or award.

Article 7

The Technical Commission shall judge the entries for the preliminary data and the designs and/or tenders for the works themselves subject to the approval of the respective Governments; it shall also:

- (a) Draw up the relevant contracts;
- (b) Supervise the execution thereof;
- (c) Ensure the partial, total, provisional and final acceptance of the works and installations;
- (d) Approve certificates of acceptance of the work and arrange for the necessary payments through the technical agencies concerned.

Article 8

The Technical Commission shall propose to the High Contracting Parties any rules and/or provisions which it may prove necessary to introduce within the internal system of each State during the construction and operation of the bridge for the purpose of complying with the objectives established under this Agreement.

Article 9

Any doubtful points or misunderstandings which cannot be resolved by the Technical Commission shall be submitted for consideration by the Governments, which shall seek to settle them rapidly and amicably in order to prevent any suspension of work.

Article 10

The operating costs and other expenditures of the Technical Commission shall be defrayed in equal parts by the High Contracting Parties.

Each High Contracting Party shall defray the costs and other expenditures of its own delegation and advisers.

Article 11

The respective customs authorities shall authorize, through the Technical Commission, the free transit of such vehicles, vessels, equipment and other items as the delegations have to transport temporarily from one territory to the other in carrying out their work; such items shall be exempt from all levies.

Article 12

Each High Contracting Party shall defray, for the sector under its jurisdiction, the cost of the road link works situated between points AC1 and UP1 on the map showing the axis of the bridge prepared by COPAYCO in 1968, which is annexed to this Agreement. ¹

Article 13

The High Contracting Parties agree that the cost of the road link and of the common works and services required for its operation in safety may be financed:

- (a) With funds from each High Contracting Party covering the cost of the sector within its jurisdiction;
- (b) With credits to be obtained jointly, possibly through the Technical Commission, and to be defrayed by each country in an amount proportional to the cost of the sector within its jurisdiction;
- (c) By a combination of the two aforesaid methods.

Article 14

For the purpose of establishing jurisdiction over the bridge, the High Contracting Parties agree that the bridge shall be considered divided at a point coinciding with the jurisdictional boundaries of the subjacent waters.

¹ See insert in a pocket at the end of this volume.

Article 15

The entire length of the bridge shall be the joint and indivisible property of the High Contracting Parties. They shall have equal rights and obligations under the toll system for the purpose of maintaining and operating the bridge and the income and expenditure shall be shared in the proportion established for costs in article 12.

Article 16

The High Contracting Parties shall commission the Technical Commission to operate, administer and maintain the works and recommend the toll rates. The rates shall at least be sufficient to amortize the cost of the works over the financing periods and to cover the maintenance, conservation and servicing costs of the road link during amortization and thereafter.

Article 17

This Agreement shall not affect the sovereignty which the High Contracting Parties exercise over their respective territories. Pension, social security and other labour provisions shall be governed by the legislation in force in the country where the workers on the project maintain permanent domicile of choice. The cost of engaging non-technical labour in each country, calculated in man-days, shall be shared in the proportion established for costs in article 12.

The Technical Commission, the entrepreneurs, constructors, contractors, sub-contractors and suppliers shall pay the employers' and employees' pension and social security contributions to the competent institutions of the country where the employees maintain their permanent domicile of choice.

Employees who have not established their permanent domicile of choice in the territory of one of the two Contracting Parties must do so for the required purposes.

Article 18

This Agreement shall be ratified in accordance with the constitutional formalities of each High Contracting Party and shall enter into force at the time of the exchange of ratifications, which shall take place at Montevideo as soon as possible.

IN WITNESS WHEREOF the respective plenipotentiaries have signed and sealed this Agreement in two equally authentic copies, in the Spanish language, at Buenos Aires, on the eighth day of July nineteen hundred and sixty-eight.

For the Government
of the Argentine Republic:

Nicanor COSTA MENDEZ
Minister for Foreign Affairs
and Public Worship

[SEAL]

For the Government
of the Eastern Republic of Uruguay:

Venancio FLOREZ
Minister for Foreign Affairs

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