

No. 10901

FRANCE
and
FEDERAL REPUBLIC OF GERMANY

**Convention concerning development of the Rhine between Strasbourg/Kehl and Lauterbourg/Neuburgweier (with annexes).
Signed at Paris on 4 July 1969**

Authentic texts: French and German.

Registered by France on 31 December 1970.

FRANCE
et
RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE

**Convention au sujet de l'aménagement du Rhin entre Strasbourg/Kehl et Lauterbourg/Neuburgweier (avec annexes). Signée
à Paris le 4 juillet 1969**

Textes authentiques : français et allemand.

Enregistrée par la France le 31 décembre 1970.

[TRANSLATION — TRADUCTION]

CONVENTION¹ BETWEEN THE FRENCH REPUBLIC AND
THE FEDERAL REPUBLIC OF GERMANY CON-
CERNING DEVELOPMENT OF THE RHINE BETWEEN
STRASBOURG/KEHL AND LAUTERBOURG/NEU-
BURGWEIER

The President of the French Republic, President of the Community, and
the President of the Federal Republic of Germany,

Desiring to maintain the friendly relations between the two States in the
spirit of European co-operation and to promote their economic relations;

Having recognized the advantage for both States of undertaking the joint
development of the course of the Rhine between Strasbourg/Kehl and Lauter-
bourg/Neuburgweier and of concluding a Convention for that purpose, have
appointed as their plenipotentiaries:

The President of the French Republic, President of the Community:
Mr. Maurice Schumann, Minister for Foreign Affairs;

The President of the Federal Republic of Germany: Mr. Willy Brandt, Federal
Minister for Foreign Affairs,

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

CHAPTER I

GENERAL PRINCIPLES OF THE DEVELOPMENT

Article 1

DEFINITION OF THE WORKS

1. The French Republic and the Federal Republic of Germany shall
jointly develop, in accordance with the following articles:

¹ Came into force on 2 October 1970 by the exchange of the instruments of ratification,
which took place at Bonn, in accordance with article 20.

The Gamsheim barrage by means of a fixed dam in the bed of the river, a movable weir on the German bank, a set of locks and a hydroelectric plant on the French bank, levees, side-channels and the necessary appurtenant works;

The Iffezheim barrage by means of a fixed dam in the bed of the river, a movable weir on the French bank, a set of locks and a hydroelectric plant on the German bank, levees, side-channels and the necessary appurtenant works;

The course of the Rhine downstream of the Iffezheim barrage with a view to preventing or remedying erosion of the river-bed and the related lowering of the water-level of the Rhine and ensuring in that sector conditions for navigation at least equivalent, as regards the depth of the channel, to those which will be attained as a result of the development of the Rhine between Lauterbourg/Neuburgweiler and Sankt Goar.

2. The technical characteristics of the works at the two barrages are specified in annex I to this Convention.

3. As regards the development of the Rhine downstream of the Iffezheim barrage, the Contracting Parties envisage the progressive paving of the bed of the Rhine and supplementary measures to deepen the navigable channel. They shall jointly study the technical feasibility of such measures. If the studies on the paving of the river-bed indicate that the desired objectives cannot be attained, the Contracting Parties shall agree on other appropriate measures. In each case, the technical characteristics of the necessary works shall be subsequently specified in a separate Agreement.

Article 2

CONDITIONS FOR THE DEVELOPMENT

1. The development defined in article 1 of this Convention shall be carried out in such a way as not to cause, in the area of the two barrages, any adverse change in the present water-table or in the flow conditions of the old arms of the Rhine and its affluents. The development must not result in any serious impediment to navigation. The interests of water-supply, agriculture and fisheries shall be preserved. Consideration shall also be given, to the fullest extent possible, to protection of the landscape.

2. The development shall be executed in such a way that the works at the two barrages lend themselves to the construction of permanent road crossings, open to public traffic. The additional costs in respect of the development itself and of the construction of such crossings, and the costs in respect of maintenance and renovation of the road installations, shall be borne by the Contracting Parties, in accordance with the Agreement relating to permanent

bridges and ferries across the Rhine at the Franco-German frontier of 30 January 1953. The supplementary works involved must not result in any delay in the construction programme as provided for in article 18 of this Convention.

Article 3

SUPERINTENDENCE OF THE WORKS

1. The French Republic shall carry out the works at the Gamsheim barrage described in annex I to this Convention, with the exception of the hydroelectric plant and its appurtenant works.

The Federal Republic of Germany shall carry out the works at the Iffezheim barrage described in annex I to this Convention, with the exception of the hydroelectric plant and its appurtenant works.

2. In the case of each barrage, the superintending Contracting Party shall also construct such works as may be necessitated by the new water conditions for the protection and adaptation of means of communication, harbours, wharves and shipyards affected by the project and of any other existing installations situated on the riverward side of the side-channels or, where there are no such channels, of the landward foot of the levees.

3. The French Republic shall be superintendent of works for the port of Strasbourg; the Federal Republic of Germany shall be superintendent of works for the port of Kehl.

4. Each Contracting Party shall construct in its territory such installations for the prevention of damage as may be necessitated by the development, on the landward side of the side-channels or, where there are no such channels, of the levees, as well as the structures for the intake and discharge of water. The plans for the intake and discharge structures shall be subject to approval by the superintendent for the barrage in question, which shall supervise the execution of the plans, unless it is requested to execute them itself.

5. Each Contracting Party reserves the right to entrust to a third party of its choice, on its own responsibility, the execution of the works devolving upon it; it shall, however, inform the other Contracting Party accordingly.

6. The Gamsheim hydroelectric plant and its appurtenant works shall be constructed by a company under French law to which the Contracting Parties shall grant a concession and whose registered capital shall be subscribed in equal proportions by a French partner and a German partner.

The Iffezheim hydroelectric plant and its appurtenant works shall be constructed by a company under German law to which the Contracting Parties

shall grant a concession and whose registered capital shall be subscribed in equal proportions by a German partner and a French partner.

7. The provisions relating to the legal status of the concessionary companies are set out in annex II to this Convention. The provisions relating to concessions of water-power rights are set out in annex III to this Convention.

8. The execution of the works to be undertaken in the bed of the Rhine downstream of the Iffezheim barrage shall be the subject of an Agreement between the competent authorities of the Contracting Parties.

Article 4

FINANCING OF THE WORKS

1. The costs arising from the construction of the works referred to in annex I to this Convention, with the exception of costs in respect of the hydro-electric plants and their appurtenant works, shall be borne in equal proportions by the Contracting Parties. Such costs shall also include costs relating to the installations for protection and adaptation referred to in article 3, paragraph 2, of this Convention. Payments in respect of such costs shall be made by each Contracting Party commensurately with the progress of the works, in accordance with paragraph 2 of this article.

2. During the execution of the works at the Gambsheim and Iffezheim barrages, each Contracting Party shall submit to the other, at the end of each calendar year, a programme of works in respect of the barrage for which it is superintendent and a financing schedule for the coming year, together with an estimate of the costs for the year next following the coming year. Each Contracting Party shall:

- Pay to the other, at the end of each of the first three quarters, one eighth of the total amount provided for in the financing schedule for the current year; however, the said total amount shall be reduced by the amount of the contribution from the concessionary companies for the year in question;
- Receive notice from the other Contracting Party, at the beginning of the following calendar year, of the costs actually incurred by that other Party during the past year;
- Pay to the other Contracting Party, within a period of four weeks from the date of notification of the said costs, the difference between one half of the said costs less the contribution from the concessionary companies for the year in question and the amount of the three payments referred

to above; any overpayment shall be taken into account at the time of the next quarterly payment.

3. As soon as the development works at each barrage have been completed and fully paid for, each Contracting Party shall transmit to the other Party a full and detailed statement of its expenditure. The Contracting Parties shall thereupon effect a final settlement on the basis specified in paragraph 1 of this article, having regard to the provisional payments made each year.

4. The costs relating to development of the course of the Rhine downstream of the Iffezheim barrage (article 1, paragraph 1, fourth subparagraph, of this Convention) shall be defrayed in equal proportions by the Contracting Parties, commensurately with the progress of the works.

The same shall apply with regard to measures of protection against erosion of the river-bed, provided that the costs do not substantially exceed the amount estimated by the Contracting Parties for paving, namely, 111,083,850 francs or DM 90 million over a period of between 15 and 20 years. That amount shall be deemed to be substantially exceeded if the estimated costs exceed 123,426,500 francs or DM 100 million.

If the studies undertaken in accordance with article 1, paragraph 3, of this Convention indicate that the cost estimate for the works exceeds 123,426,500 francs or DM 100 million, the Contracting Parties shall come to a new agreement concerning apportionment of the costs.

5. The Contracting Parties shall bear in equal proportions the costs relating to such preparatory works and studies as may, with effect from the date of signature of this Convention, be undertaken by mutual agreement in accordance with article 1, paragraph 3, of this Convention.

6. The French Republic shall bear the costs relating to installations for the protection and adaptation of the port of Strasbourg; the Federal Republic of Germany shall bear such Costs relating to the port of Kehl.

7. Each Contracting Party shall bear the costs pertaining to works for protection against damage in its territory and shall be responsible for any compensation in respect of such damage, as well as the costs relating to structures for the intake and discharge of water situated in its territory.

8. The costs of construction of each hydroelectric plant and its appurtenant works shall be borne by the concessionary company concerned. In addition, each company shall share the costs of construction of the other development works by paying to each of the Contracting Parties a contribution the

amount and modalities of payment of which are specified in annex III to this Convention.

9. Should the development of the Rhine downstream of the Iffezheim barrage cause the output of electric power at the Iffezheim plant to fall below the value which was taken as the basis for computing the agreed contribution from the concessionary company, the Contracting Parties shall, if the concessionary company has suffered damage, consider jointly with the said company the amount and modalities of compensation, having regard to the laws in force in each State.

10. Payment between the Contracting Parties of the costs referred to in paragraph 1 of this article and of the contributions referred to in paragraph 8 of this article shall be effected in francs in respect of the Gamsheim barrage and in Deutsche Mark in respect of the Iffezheim barrage.

11. The par values in effect on the date of signature of this Convention, as declared to the International Monetary Fund, shall serve as the basis for computing the amounts indicated in paragraph 4 of this article and in annex III, paragraph 5.

It follows that:

- 100 francs shall have an exchange value of DM 81.0199;
- DM 100 shall have an exchange value of 123.4265 francs.

Any change in the relationship of the par values specified above shall entail a corresponding adjustment in the computation of the amounts referred to above.

In the event of the devaluation of either currency, such amounts stipulated in the devalued currency shall be increased accordingly.

In the event of the revaluation of either currency in relation to the par value specified above, such amounts stipulated in the other currency shall be increased accordingly.

CHAPTER II

MAINTENANCE, RENOVATION AND OPERATION

Article 5

MAINTENANCE AND RENOVATION

1. Subject to the other provisions of this article, each Contracting Party shall be responsible for the maintenance and renovation of the works situated

in its territory, but only as from the date of final acceptance in the case of works constructed by the other Contracting Party.

2. The Contracting Party which has developed the barrage in question shall be responsible for maintenance and renovation with regard to the fixed dam, the movable weir and a zone extending 200 metres upstream and downstream respectively of the axis of the dam, with the exception of the side-channel.

3. Each Contracting Party reserves the right to entrust to the concessionary company for the adjoining plant, on its own responsibility, the maintenance and renovation of the movable weir; it shall inform the other Contracting Party accordingly. The concessionary company concerned shall in all cases bear the costs of maintenance and renovation of the movable weir.

4. The concessionary companies shall be responsible for the maintenance and renovation of the works constructed by them.

5. The maintenance and renovation of works constructed downstream of the Iffezheim barrage shall be regulated by the Agreement to be concluded in accordance with article 1, paragraph 3, of this Convention.

Article 6

OPERATION

1. Navigational installations shall be operated by the Contracting Party in whose territory they are situated.

2. Each concessionary company shall operate the hydroelectric installations constructed by it.

3. The movable weirs shall be operated in accordance with regulations to be established jointly by the Contracting Parties in respect of each barrage, after a hearing of the concessionary company concerned. The regulations shall take into account the requirements of power generation but shall accord priority to the exigences of draining off floodwater and removing ice and to those of navigation.

4. The Contracting Parties may entrust all or part of the operation of each movable weir to the concessionary company concerned. Even in that event, the Contracting Parties reserve the right to manipulate the weirs, after consultation with the concessionary company, for short periods in order to create flushes upstream and downstream. The concessionary company concerned shall in all cases bear the costs of operation of the movable weir.

CHAPTER III

ELECTRIC POWER PRODUCTION

Article 7

DISTRIBUTION OF POWER

1. The Contracting Parties agree that each of them is entitled to a half-share of the natural motive power of the Rhine between Strasbourg/Kehl and Lauterbourg/Neuburgweier.

2. After the internal requirements of the installations at each barrage and any requirements under article 8 of this Convention have been met, the electric power generated by each plant shall be delivered by the concessionary companies in equal proportions to their two partners. Deliveries of electric power to the partner which has its headquarters in the other State, and the conveyance of such power, shall be effected free of all duties, taxes and restrictions under public law, in order that the said power may be exported to the other State exempt from any levy.

3. If the partner which has its headquarters in the other State does not take the proportion of power to which it is entitled under paragraph 2 of this article, the said power shall be delivered by the producing company to the other partner. Such deliveries, and distributions of that portion of power by the last-mentioned partner, shall be subject to the ordinary tax laws in force in the State in which the deliveries are effected. Compensation granted to the first-mentioned partner for such deliveries shall not be regarded, for the purpose of turnover taxes, as a consideration for services rendered.

Article 8

COMPENSATION OF PRODUCERS OF HYDROELECTRIC POWER

Each concessionary company shall be required to compensate, in kind or in cash, any producers of hydroelectric power generated by the motive power of the Rhine or its affluents who, as a result of the development of the Gambsheim and Iffezheim barrages, are deprived of the opportunity of using the said motive power. The modalities of such compensation shall be specified in the instruments of concession.

CHAPTER IV

PROTECTION AGAINST FLOODING

Article 9

1. On the basis of the findings of the Commission to Study Flooding of the Rhine, the Contracting Parties shall as soon as possible conclude an Agreement concerning measures to be taken for protection against flooding and apportionment of the resulting costs, taking into account the contributions of all kinds to be expected from the other States concerned.

2. Without awaiting the conclusion of the Agreement referred to in paragraph 1 of this article, the Contracting Parties shall immediately make all appropriate arrangements to ensure that works situated between Basel and Iffezheim are operated in such a way as to reduce, to the fullest extent possible, the cresting of floodwater downstream of the Iffezheim barrage. The competent authorities of the Contracting Parties shall co-operate directly in the establishment and application of such operating instructions as may be necessary for that purpose.

3. Each Contracting Party shall ensure that sufficient lands to hold one half of the volume of water which must still be retained in order to reduce the cresting of floodwater remain available in its territory. This provision shall be without prejudice to the apportionment of costs to be provided for in the Agreement referred to in paragraph 1 of this article.

CHAPTER V

ECONOMIC, CUSTOMS AND FISCAL QUESTIONS

Article 10

1. To the fullest extent possible and on substantially equal economic terms, work contracts and orders for the supply of construction materials, raw materials and equipment shall be apportioned equally between the two States.

2. During the construction work and until final acceptance of the works as referred to in article 5, paragraph 1, of this Convention, construction sites and works shall, for fiscal and customs purposes and for the purposes of external trade regulations, be deemed to be situated :

- In French territory, in the case of the Gambsheim barrage;
- In German territory, in the case of the Iffezheim barrage.

as regards supplies of goods and services intended for the Gambsheim or Iffezheim plant or for those installations at the barrages for which the French Republic or the Federal Republic of Germany is superintendent pursuant to article 3, paragraphs 1 and 2, of this Convention.

The same shall apply to the maintenance and renovation of the works referred to in article 5, paragraphs 2 and 4, of this Convention, and to the operation of the works referred to in article 6, paragraphs 2 and 3, of this Convention.

3. Each Contracting Party shall permit the temporary entry, free of import levies, of such equipment, tools and spare parts originating in the other State or freely in use in its territory as are necessary for the construction, maintenance, renovation or operation of the works.

4. For the purposes of paragraphs 2 and 3 of this article, the competent fiscal and customs authorities shall come to an agreement and shall lend one another all necessary assistance with a view to the application of their national laws and regulations.

French officials may proceed to any part of the construction site and works at the Gambsheim barrage and may apply there any measures provided for in French laws and regulations.

German officials may likewise proceed to any part of the construction site and works at the Iffezheim barrage and may apply there any measures provided for in German laws and regulations.

The authorities of one of the States may not, however, arrest nationals of the other State in the territory of that other State.

5. During the construction work and until final acceptance of the works as referred to in article 5, paragraph 1, of this Convention, immovable property and works, together with all installations (including, in particular, the construction sites and assembly shops) established there for the purpose of construction, maintenance or renovation, and any employment exercised there shall, for the purposes of the Convention of 21 July 1959¹ between the French Republic and the Federal Republic of Germany for the Avoidance of Double Taxation and the Establishment of Principles for Reciprocal Administrative and Legal Assistance with respect to Taxes on Income and Fortune, Business Taxes and Land Taxes (Double Taxation Convention), be deemed to be situated or exercised entirely:

- In French territory, in the case of the Gambsheim barrage;
- In German territory, in the case of the Iffezheim barrage,

¹ United Nations, *Treaty Series*, vol. 770, No. 10999.

in so far as they are related to the Gamsheim or Iffezheim plant, or to those installations at the barrages for which the French Republic or the Federal Republic of Germany is superintendant pursuant to article 3, paragraphs 1 and 2, of this Convention.

The same shall apply during the period of operation as regards the said plants and those installations at the barrages whose maintenance, renovation and operation devolve upon the Contracting Parties or the concessionary companies or are entrusted to the concessionary companies.

Any difficulties or doubts that may arise in the application of this paragraph shall be resolved in accordance with articles 25, 26 and 27 of the Double Taxation Convention.

If the Double Taxation Convention is modified or superseded by a new Convention, any reference to the said Convention shall be deemed to be a reference to the new Convention.

6. The Contracting Parties shall not place any impediment or levy any tax on transfers of funds between the two States arising from the provisions of this Convention.

7. The Contracting Parties shall not collect from the concessionary companies any water-rates or charges which they would be entitled to impose under their own laws and regulations relating to the use of the motive power of the Rhine.

8. The Contracting Parties shall, if the need arises, come to an agreement concerning the application of any measure of a general nature taken by either Party which would result in a change in their respective situations in relation to the application of this article. Such measures would include, in particular, the imposition by either Party of duties or taxes which did not exist on the date of signature of this Convention.

CHAPTER VI

PROVISIONS RELATING TO IMPLEMENTATION

Article 11

OCCUPATION OF LANDS

Each Contracting Party shall make available in due time to the other Party such lands as it may need, either temporarily or permanently, for the purpose of studies and preparatory work and for the construction and operation of the works to be carried out pursuant to this Convention.

Article 12

TAKING OF WATER

The Contracting Parties shall come to an agreement before authorizing the taking of water from the Rhine in the area of the two barrages, particularly for purposes of water-supply, agriculture, fisheries and industry.

Article 13

ADMINISTRATIVE QUESTIONS

1. The Contracting Parties shall come to an agreement concerning the plans for and execution of the works.

2. Unless otherwise provided in this Convention, the construction and operation of the works shall be subject to the law of the Contracting Party in whose territory they are to be constructed.

3. As regards the administrative procedures applicable to the works, each Contracting Party shall act as necessary on behalf of the other Party and shall safeguard the latter's interests within its territory.

4. Decisions under such administrative procedures as are necessary for the execution of the works referred to in article 1 of this Convention shall be co-ordinated and, as far as possible, shall be taken simultaneously, especially where they affect both Contracting Parties.

5. As and when plans are drawn up, they shall be communicated without delay to the Central Commission for the Navigation of the Rhine.

Article 14

STANDING COMMISSION

1. A Standing Commission composed of delegates of the Contracting Parties shall be established. Each delegation may arrange to be assisted as necessary by experts. In addition, the Standing Commission may request the concessionary companies to arrange to be represented by experts.

2. The Standing Commission shall:

(1) Keep under review the application of this Convention, and in particular:

Examine the plans for construction of the works;

Keep the administrative procedures under review and ensure the co-ordination of decisions;

- Co-ordinate the apportionment of work and supply contracts;
 - Co-ordinate the construction work;
 - Satisfy itself that the construction and operation of the works are in conformity with the plans and instructions approved by the Commission;
 - Consider questions relating to the maintenance and renovation of the works;
 - Formulate its views on documents relating to financial settlements as referred to in article 4 of this Convention;
 - Co-ordinate the registration of the lands referred to in article 9, paragraph 3, of this Convention;
 - Come to an agreement as provided for in article 12 of this Convention;
- (2) Formulate its views on plans for the construction of works in sectors of the Rhine and its affluents affected by the damming;
- (3) Make all such recommendations as may be expedient.
3. The Standing Commission shall meet as necessary, but at least once a year. Each Contracting Party shall bear the costs relating to its representation.
4. Decisions of the Standing Commission shall be taken by mutual agreement between the two delegations.
5. The Standing Commission shall establish its rules of procedure and submit them for approval to the Contracting Parties.

CHAPTER VII

FRONTIER QUESTIONS

Article 15

1. The determination of the frontier along the course of the Rhine and on the fixed dams shall be the subject of a separate Agreement between the Contracting Parties.
2. Members of the Standing Commission and persons responsible for the technical supervision, operation and maintenance of the works shall be entitled, for the purpose of discharging their duties, to cross the frontier on the fixed dam and to remain on the site of the works situated in German or French territory.

3. The persons specified in paragraph 2 of this article must, when engaged in the performance of their duties, carry with them a document evidencing their status and must produce it whenever requested to do so.

CHAPTER VIII

SETTLEMENT OF DISPUTES

Article 16

AMICABLE SETTLEMENT

Disputes relating to the interpretation or application of this Convention shall, to the fullest extent possible, be settled amicably by the Contracting Parties; either Party may, to that end, seek the views of the Standing Commission.

Article 17

SETTLEMENT BY AN ARBITRAL TRIBUNAL

1. If a dispute cannot be settled in accordance with article 16 of this Convention, it shall, at the request of either of the Contracting Parties, be submitted to an arbitral tribunal.

2. The arbitral tribunal shall be composed, on an *ad hoc* basis, in the following manner: each Contracting Party shall appoint as an arbitrator one of its nationals. The two arbitrators thus appointed shall name an umpire, who shall be a national of a third State. If the arbitrators and the umpire have not been appointed within two months of the date of the request referred to in paragraph 1 of this article, either Contracting Party may request the President of the International Court of Justice to make the necessary appointments. If the President is a national of either Contracting Party or is unable to act for any other reason, the Vice-President shall be requested to make the necessary appointments.

3. The arbitral tribunal shall take decisions by majority vote. Its decisions shall be binding on the Contracting Parties. The remuneration of the arbitrators and the operating costs of the tribunal shall be borne in equal proportions by the Contracting Parties. In all other matters, the tribunal shall determine its own procedure.

CHAPTER IX

FINAL PROVISIONS

Article 18

CONSTRUCTION PROGRAMME

1. Construction work at the Gamsheim and Iffezheim barrages shall be initiated at the latest as from the entry into operation of the navigational works at the Strasbourg barrage. It shall commence with the work at the Gamsheim barrage and shall continue, without interruption, with the work at the Iffezheim barrage, which shall be initiated at the latest as from the entry into operation of the navigational works at the preceding barrage.

2. Execution of the works in the bed of the Rhine downstream of the Iffezheim barrage shall commence as rapidly as possible, account being taken of the date of entry into operation of the navigational works at the Iffezheim barrage. Account shall be taken of the obligations of the Contracting Parties towards other States, particularly within the framework of the Central Commission for the Navigation of the Rhine.

Article 19

SCOPE OF APPLICATION OF THE CONVENTION IN GERMAN TERRITORY

This Convention shall also apply to *Land* Berlin, provided that the Government of the Federal Republic of Germany has not delivered a contrary declaration to the Government of the French Republic within three months of the entry into force of the Convention.

Article 20

ENTRY INTO FORCE

This Convention shall enter into force on the date of exchange of the instruments of ratification.

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

DONE at Paris on 4 July 1969, in four copies, two in French and two in German, all four texts being equally authentic.

For the French Republic:

Maurice SCHUMANN

For the Federal Republic of Germany:

Willy BRANDT

ANNEX I

TO THE CONVENTION BETWEEN THE FRENCH REPUBLIC AND THE FEDERAL REPUBLIC OF GERMANY CONCERNING DEVELOPMENT OF THE RHINE BETWEEN STRASBOURG/KEHL AND LAUTERBOURG/NEUBURGWEIER

Technical characteristics of the works at the Gamsheim and Iffezheim barrages

1. The Gamsheim barrage shall consist primarily of the following works, to be constructed by the French Republic:

- A movable weir at Rhine kilometre 309.1, with a normal storage level of 135 metres above mean sea level, outside the bed of the Rhine, on the right bank, with intake and re-entry channels, capable of discharging a flow of at least 7,200 cubic metres per second; the weir shall be manipulated in such a way that the level of 136 metres above mean sea level is not exceeded at the northern entrance to the port of Strasbourg under flow conditions of less than 2,660 cubic metres per second;
- A fixed dam across the river-bed between the movable weir and the hydro-electric plant;
- Levees, with side channels as necessary, along the Rhine and certain of its affluents, the height of the levees being:
 - (a) Downstream of the mouth of the Kinzig (Rhine kilometre 298), 0.20 metres above a flood level of 7,200 cubic metres per second at the weir and 1.20 metres above a flood level of 4,600 cubic metres per second at the weir;
 - (b) Upstream of the mouth of the Kinzig (Rhine kilometre 298), 0.20 metres above a flood level of 6,500 cubic metres per second at the Strasbourg floodmeter and 1.20 metres above a flood level of 4,300 cubic metres per second at the Strasbourg floodmeter, wherever the lines of water level are raised as a result of the construction of the works;

- (c) Upstream of the area specified in subparagraph (b), with a freeboard of 1.20 metres above the normal operating lines of water level at the barrage, in so far as the natural levels are changed;
- The diversion of certain affluents and adaptation of the existing bridges over the affluents to the new water conditions;
 - A navigation channel on the left bank having two locks, each with a working length of 270 metres and a width of 24 metres, and a depth of at least 3.5 metres below the 1962 low water level at the point of re-entry to the river under free flow conditions and at least 4 metres below the hydrostatic storage level at the following barrage;
 - A river intake and a tail-race for the hydroelectric plant.

The Gamsheim barrage shall also include the following works, to be constructed by the concessionary company:

- A hydroelectric plant on the left bank having axial flow turbines with a total intake capacity of from 1,000 to 1,100 cubic metres per second;
- The appurtenant works necessary to the plant, including, in particular, the transformer station and housing for workers.

2. The Iffezheim barrage shall consist primarily of the following works, to be constructed by the Federal Republic of Germany:

- A movable weir at Rhine kilometre 334, with a normal storage level of 123.60 metres above mean sea level, outside the bed of the Rhine, on the left bank, with intake and re-entry channels, capable of discharging a flow of at least 7,500 cubic metres per second;
- A fixed dam across the river-bed between the movable weir and the hydroelectric plant;
- Levees, with side channels as necessary, along the Rhine and certain of its affluents, the height of the levels being 0.20 metres above a flood level of 7,500 cubic metres per second at the weir and 1.20 metres above a flood level of 4,800 cubic metres per second at the weir;
- The diversion of certain affluents and adaptation of the existing bridges over the affluents to the new water conditions;
- A navigation channel on the right bank having two locks, each with a working length of 270 metres and a width of 24 metres, and a depth of at least 3.50 metres below the 1962 low water level at the point of re-entry to the river under free flow conditions and at least 4 metres below the hydrostatic storage level at the following barrage, if any;
- A river intake and a tail-race for the hydroelectric plant;
- A bridge over the downstream navigation channel as a continuation of the Roppenheim-Wintersdorf crossing of the Rhine, unless the Contracting Parties come to some other agreement.

The Iffezheim barrage shall also include the following works, to be constructed by the concessionary company:

- A hydroelectric plant on the right bank, having axial flow turbines with a total intake capacity of between 1,000 and 1,100 cubic metres per second;
- The appurtenant works necessary to the plant, including, in particular, the transformer station and housing for workers.

ANNEX II

TO THE CONVENTION BETWEEN THE FRENCH REPUBLIC AND THE FEDERAL REPUBLIC OF GERMANY CONCERNING DEVELOPMENT OF THE RHINE BETWEEN STRASBOURG/KEHL AND LAUTERBOURG/NEUBURGWEIER

Concessionary companies

1. The Contracting Parties shall take all measures to ensure that the concessionary companies for the Gamsheim barrage and the Iffezheim barrage respectively establish their legal status as uniformly as possible, having regard to any differences that may exist between French law and German law.

The following principles shall in any event be observed:

- Each company shall consist of two partners, and each Contracting Party shall have jurisdiction over one of the partners;
- The partners shall be represented in equal numbers in the organs of each company;
- In each company the partners shall, so far as possible, appoint the same representatives, although the latter need not necessarily perform the same functions.

2. The draft articles of association of each company shall, after the Standing Commission referred to in article 14 of the Convention has formulated its views thereon, be submitted for approval to the Contracting Parties.

Each Contracting Party may appoint a commissioner, who shall be entitled to participate in an advisory capacity in the general meetings and meetings of the board of directors of each company.

3. If it appears feasible to constitute a single company under European law, the Contracting Parties shall come to an agreement with a view to taking all necessary measures to promote such a merger, after ascertaining the views of the concessionary companies.

ANNEX III

TO THE CONVENTION BETWEEN THE FRENCH REPUBLIC AND THE FEDERAL REPUBLIC OF GERMANY CONCERNING DEVELOPMENT OF THE RHINE BETWEEN STRASBOURG/KEHL AND LAUTERBOURG/NEUBURGWEIER

Concessions of water-power rights and financial contribution from the concessionary companies

1. Concessions of water-power rights shall be granted in respect of each plant, for a term of 75 years, by the Contracting Parties, in accordance with the laws and regulations in force in the State concerned.

2. The instruments of concession and any amendments thereto shall be co-ordinated in accordance with the recommendations of the Standing Commission referred to in article 14 of the Convention. They shall be issued free of all duties.

3. The Contracting Parties shall notify one another of their decisions concerning the instruments of concession and any amendments thereto, which they shall put into effect on the same date.

4. The Contracting Parties shall ensure that the concessionary companies jointly establish operating instructions for the hydroelectric plants, having regard to the regulations concerning the flow of water, in particular the provisions of article 6, paragraph 3, of the Convention, and the right of the concessionary companies to operate their plants by means of pondage. The operating instructions shall be submitted for approval to the Standing Commission referred to in article 14 of the Convention.

5. The financial contribution from the concessionary companies referred to in article 4, paragraph 8, of the Convention shall be fixed at an agreed sum of:

15 million francs or DM 12,152,985 in the case of the Gamsheim barrage, on the basis of an estimated average annual net output of 595 million kilowatt-hours;

DM 24,305,970 or 30 million francs in the case of the Iffezheim barrage, on the basis of an estimated average annual net output of 685 million kilowatt-hours.

These output figures take into account compensations as referred to in article 8 of the Convention and losses of water through lockage.

Each Contracting Party shall receive commensurately with the progress of the works the contribution relating to the barrage for which it is superintendent.

With this end in view, the Contracting Parties shall establish equal annual instalments on the basis of the scheduled construction period for each barrage. The instalments shall be payable in January of each calendar year.