

No. 12672

**FINLAND
and
UNION OF SOVIET SOCIALIST REPUBLICS**

**Agreement concerning the production of electric power in
the part of the Vuoksi River bounded by the Imatra
and Svetogorsk hydroelectric stations. Signed at
Helsinki on 12 July 1972**

Authentic texts: Finnish and Russian.

Registered by Finland on 3 August 1973.

**FINLANDE
et
UNION DES RÉPUBLIQUES SOCIALISTES
SOVIÉTIQUES**

**Accord relatif à l'utilisation, pour la production d'électri-
cité, de la section de la Vouoksa située entre les
centrales hydro-électriques d'Imatra et de Sveto-
gorsk. Signé à Helsinki le 12 juillet 1972**

Textes authentiques: finnois et russe.

Enregistré par la Finlande le 3 août 1973.

[TRANSLATION—TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FINLAND AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS CONCERNING THE PRODUCTION OF ELECTRIC POWER IN THE PART OF THE VUOKSI RIVER BOUNDED BY THE IMATRA AND SVETOGORSK HYDROELECTRIC STATIONS

The Government of the Republic of Finland and the Government of the Union of Soviet Socialist Republics,

Desiring to regulate in a manner satisfactory to both Contracting Parties matters relating to the efficient operation of the Imatra hydroelectric station in the territory of the Republic of Finland and the Svetogorsk hydroelectric station in the territory of the Union of Soviet Socialist Republics, both situated on the frontier watercourse of the Vuoksi River,

Taking into account the Agreement between the two countries concerning frontier watercourses, signed on 24 April 1964², the principles generally recognized in international law for the use of watercourses which are of common interest to States, and the good relations existing between the two countries,

Have decided to conclude the present Agreement and have for this purpose appointed as their plenipotentiaries, for the Government of the Republic of Finland: department head Henrik Blomstedt; and for the Government of the Union of Soviet Socialist Republics: Minister K. S. Kornev, who, having exchanged their full powers, found in good and due form,

Have agreed as follows:

Article 1. For the purpose of ensuring efficient use of the two hydroelectric stations, the Parties declare that the Svetogorsk hydroelectric station, which regulates the streamflow, shall be operated using the water levels approved for it by the Soviet authorities and the backwater and daily streamflow regulation practice in use since 1948, due regard being had to the water levels agreed in article 2. The water levels in question and the daily practice shall not be altered in such a way as to cause a loss of streamflow or energy at the Imatra hydroelectric station greater than that stipulated in article 3.

Article 2. Pursuant to article 1, the daily regulation of streamflow at the Svetogorsk hydroelectric station must be carried out in such a way that the water level in the tail bay of the Imatra hydroelectric station, as measured at the Mellonlahti gauging station downstream from the outlet channel of the Imatra hydroelectric station, does not exceed the average levels indicated below for various flow rates of the Vuoksi river, as measured at Tainiokoski:

¹ Came into force on 7 February 1973 by the exchange of the notes of ratification, effected in Moscow, in accordance with article 6.

² United Nations, *Treaty Series*, vol. 537, p. 231.

<i>Water flow Q/m³/s</i>	<i>Water level at the Mellonlahti gauging station not higher than NN+</i>
300	42.45
400	42.66
500	42.84
600	43.00
700	43.15
800	43.30
900	43.44
1,000	43.57
1,100	43.71
1,158	43.78

The values given in this table for flow rates and water levels are daily average values. Intermediate values shall be determined by straight-line interpolation.

The levels of the head bay of the Svetogorsk hydroelectric station corresponding to the levels measured at the Mellonlahti gauging station shall be determined in accordance with the protocol drawn up between the Finnish firm known as the Imatran Voima Company Limited and the Soviet organization known as Lenenergo.

At the flow rates indicated above, the water levels at the Svetogorsk hydroelectric station dam must not at any time be higher than the marks for the normal water level plus 43.20 metres.

Article 3. The Contracting Parties declare that the head resulting from the level of the head bay of the Svetogorsk hydroelectric station shall, in accordance with the practice indicated in articles 1 and 2, cause a loss of streamflow and energy at the Imatra hydroelectric station by comparison with the conditions existing prior to the construction of the Svetogorsk hydroelectric station. In terms of electric energy, this loss amounts to 19,900 MWh per year. The Soviet Party shall compensate the Finnish Party for this loss on a permanent basis, with effect from 1 July 1972, as laid down in article 4.

Article 4. Compensation for the losses mentioned in article 3 shall be made in the following manner:

1. Compensation for the permanent annual loss at the Imatra hydroelectric station of power in the amount of 19,900 MWh shall be made annually on a retroactive basis by the supply of electric power. The 9,950 MWh of compensatory power for the period from 1 July to 31 December 1972 shall be delivered during 1973, i.e. during the first year of supply.

2. In the Soviet Union, the organization supplying the compensatory power shall be the "Energomashexport" All-Union Combine.

3. In Finland, the compensatory power shall be received by the owner of the Imatra hydroelectric station, the Imatran Voima Company Limited.

4. The principal questions connected with the supply of the compensatory power, and particularly those relating to the precise period of delivery, the wattage, frequency, and measurement of the amount of electric power, shall be settled by agreement between the Imatran Voima Company Limited on behalf

of Finland and the Energomashexport All-Union Combine on behalf of the Soviet Union, while practical measures connected with transmission of the electric power shall be agreed between the Imatran Voima Company Limited and Lenenergo.

Article 5. Verification of the implementation of this Agreement with regard to matters concerning the utilization of water resources shall be made by the Joint Finnish-Soviet Commission on the Utilization of Frontier Watercourses, and with regard to the supply of compensatory power by the Ministry of Trade and Industry in Finland and by the Ministry of Foreign Trade in the Soviet Union.

Any differences of opinion arising from the interpretation or application of this Agreement shall be settled by the bodies mentioned in this article. If no agreement can be reached, such differences shall be settled through the diplomatic channel.

Article 6. Each of the Contracting Parties shall approve this Agreement in accordance with the legislation of its own country. The Agreement shall enter into force on the date of the exchange in Moscow of the notes of ratification.

This Agreement shall remain in force for a period of five years from the beginning of the calendar year following its entry into force. The Agreement shall be considered to be extended for successive periods of five years unless one of the Contracting Parties, not later than one year before the expiry of the period for the time being current, gives notice of its intention to terminate the Agreement or of its desire to make amendments thereto.

Upon expiry of this Agreement, the compensatory electric power for the final year of its validity shall be delivered, in accordance with the provisions of this Agreement, in the year following the end of the period in which the Agreement was in force.

DONE at Helsinki on 12 July 1972, in duplicate in the Finnish and Russian languages, both texts being equally authentic.

For the Government of the Republic of Finland:
HENRIK BLOMSTEDT

For the Government of the Union of Soviet
Socialist Republics:
K. S. KORNEV
