

**No. 13373**

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**FRANCE  
and  
ITALY**

**Convention concerning the section of the Cuneo – Breil –  
Ventimiglia Railway line situated in French territory  
(with annexes). Signed at Rome on 24 June 1970**

*Authentic texts: French and Italian.*

*Registered by France on 31 May 1974.*

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**FRANCE  
et  
ITALIE**

**Convention concernant la section située en territoire  
français de la ligne ferroviaire Coni – Breil – Vintimille  
(avec annexes). Signée à Rome le 24 juin 1970**

*Textes authentiques : français et italien.*

*Enregistrée par la France le 31 mai 1974.*

## [TRANSLATION — TRADUCTION]

CONVENTION<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE ITALIAN REPUBLIC CONCERNING THE SECTION OF THE CUNEO – BREIL – VENTIMIGLIA RAILWAY LINE SITUATED IN FRENCH TERRITORY

The Government of the French Republic and the Government of the Italian Republic, desiring to improve railway connexions between France and Italy, and in particular to stimulate the development of trade between the two States, have agreed as follows:

## TITLE I. RECONSTRUCTION OF THE LINE

*Article 1.* The section of the Cuneo – Breil – Ventimiglia railway line situated in French territory shall be reconstructed. This section shall be designated in this Convention as “the line”.

*Article 2.* 1. The reconstruction of the line shall be carried out under the direction of the French Government.

2. The technical characteristics of the line, the reconstruction plans and any modification thereof, the reckoning of the relevant expenditure and the procedures for supervising the work and expenditure shall be determined by agreement between the two Governments.

*Article 3.* 1. The reconstruction and capital equipment expenditure for the line shall be borne by the Italian State.

2. The French State shall contribute a fixed lump sum of 6 million francs towards the reconstruction expenditure.

*Article 4.* 1. A work progress report and a detailed statement of expenditure shall be prepared by the French Government every two months.

2. The report and statement shall be submitted within three months from the end of the relevant period to the Italian Government, which shall, within three months from the date of submission of the statement, reimburse the French Government for its expenditure in accordance with the procedure determined by agreement between the two Governments.

*Article 5.* 1. Departures from the time limits specified in article 4 of this Convention may be granted by agreement between the two Governments.

2. Adjustments in the accounts may be made within a period of two years from the date of submission of the consolidated expenditure accounts.

At the end of that period, the accounts shall become final.

<sup>1</sup> Came into force on 12 February 1974 by the exchange of the instruments of ratification, which took place at Rome, in accordance with article 21.

*Article 6.* To facilitate the settlement of expenditure, the two Governments shall establish, as from the beginning of the work, a working capital fund the size and the functioning of which shall be determined by joint agreement.

*Article 7.* 1. The operations for the reconstruction of the line shall be carried out in conformity with the relevant French regulations.

2. Italian undertakings shall be allowed to participate in the call for tenders to an extent at least equal to half the number of the undertakings invited for tender.

3. The list of Italian undertakings shall be supplied by the Italian Government as and when requested by the French Government.

*Article 8.* The undertakings carrying out the work shall be subject to French laws and regulations.

*Article 9.* The two Governments shall take all necessary measures to ensure that the reconstruction work is completed within three years from a date determined by joint agreement.

## TITLE II. OPERATION OF THE LINE

*Article 10.* 1. The French Government shall provide for the operation of the line, including the "frontier sections", under the same conditions as apply in France to the Société nationale des chemins de fer français (SNCF).

2. The Italian Government may use the line for the operation, according to Italian regulations, of passenger and goods trains with rolling stock, crews and service personnel belonging to the Italian Railway Administration, in conformity with agreements to be entered into by the railway Administrations of the two States.

3. The Italian Government, if the railway Administrations consider it appropriate and subject to such procedures as they may determine, may operate its own trains on the Breil – Nice line so as to avoid the transfer of passengers at Breil. The French Government may similarly operate its own trains from Nice to Cuneo.

*Article 11.* 1. The French Government shall ensure that the stations of the line are registered in the documents prescribed by international organizations.

2. The tariffs and the transport conditions applicable to the carriage of passengers, luggage and goods on the line shall be the tariffs and conditions of the French railways.

3. Nevertheless, the tariffs and the transport conditions applicable to the carriage of passengers, luggage and goods in transit through French territory between the northern frontier point (Tende pass) and the southern frontier point (Piéne) shall be the tariffs and conditions of the Italian railways.

*Article 12.* 1. The French Government, within six months of the closing date of the financial year, shall transmit annually to the Italian Government a general statement of the expenditure and income of the line.

2. The statement shall be prepared in the manner specified in annex I of this Convention.

3. The profit or loss shown in the statement shall be credited or debited to the Italian State.

4. Reimbursement of the deficit or payment of the profit shall be effected in the manner specified by the Commission established by virtue of article 19 of this Convention. An instalment equivalent to 50 per cent of the profit or loss of the preceding year may be paid semi-annually.

5. A final settlement of accounts shall take place within twelve months from the date on which the statement is submitted.

*Article 13.* 1. The general statement referred to in article 12 of this Convention shall allocate the operating expenditure of the Breil station between the Société nationale des chemins de fer français and the operational account of the line in the manner specified in the agreement provided for in article 14 of this Convention.

2. The operating expenditure of the stations at the points of connexion with the Italian railway system and the operating expenditure of the "frontier sections" shall be similarly allocated between the Italian Railway Administration and the operational account of the line.

*Article 14.* The procedure for giving effect to the provisions of articles 10, 11, 12 and 13 of this Convention shall be the subject of an agreement between the railway Administrations concerned.

### TITLE III. GENERAL PROVISIONS

*Article 15.* No customs duty or supplementary tax as provided for in the customs regulations shall be collected in respect of equipment and materials of Italian origin intended for use in the reconstruction, maintenance and operation of the line; such equipment and materials shall be admitted free of any economic restrictions and prohibitions affecting imports.

*Article 16.* 1. Police and customs inspections in respect of passenger traffic shall be carried out at Limone and Piéne by virtue of and in accordance with the French-Italian Convention relating to joint national control offices and inspections in transit, signed at Rome, on 11 October 1963.<sup>1</sup>

2. Each Government shall make provision in its own territory for the customs clearance of goods and may if necessary place certain goods under customs control in the railway stations of Piéne and Limone.

*Article 17.* The two Governments, on the date of the signing of this Convention, shall draw up the list of the buildings assigned for the purposes of operating the line (annex II).

*Article 18.* The two Governments undertake to discontinue, as of the opening of the line, the road passenger services set up to replace the trains and, so far as possible, those which run parallel to the line.

*Article 19.* 1. The two Governments shall establish a joint Commission to deal with the matters arising from the application of articles 1, 2, 4, 5, 6, 9, 12, 13 and 18.

<sup>1</sup> See p. 39 of this volume.

2. This Commission may also advise the two Governments, at the request of either of them, concerning all matters relating to the application of this Convention.

*Article 20.* 1. Disputes concerning the interpretation or application of the provisions of this Convention shall be settled by negotiation between the two Governments.

2. If the two Governments fail to reach agreement on the settlement of a dispute, either of them may submit it to an arbitral tribunal composed of three members.

3. Each of the two Governments shall, within one month, designate an arbitrator; the two arbitrators so designated shall, within two months of their appointment, choose a chief arbitrator, who shall be a national of a third State and shall act as chairman of the arbitral tribunal.

4. If the time limits specified in paragraph 3 of this article are not complied with, either of the Governments may, failing some other solution, request the President of the Court of Justice of the European Communities to make the necessary appointments.

5. The decisions of the arbitral tribunal shall be made by majority vote and shall be binding.

*Article 21.* This Convention shall enter into force on the date on which the two Governments shall have exchanged the instruments of ratification.

DONE at Rome on 24 June 1970, in duplicate, in the French and Italian languages, both texts being equally authentic.

For the Government  
of the French Republic:

[Signed]

E. BURIN DES ROZIERS

For the Government  
of the Italian Republic:

[Signed]

ALDO MORO

## A N N E X I

TO THE CONVENTION BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE ITALIAN REPUBLIC CONCERNING THE SECTION OF THE CUNEO - BREIL - VENTIMIGLIA RAILWAY LINE SITUATED IN FRENCH TERRITORY, HAVING REFERENCE TO THE GENERAL STATEMENT (OPERATIONAL ACCOUNT) PROVIDED FOR IN ARTICLE 12 OF THE CONVENTION

*Article 1.* The "general statement of the expenditure and income of the line" referred to in article 12 of the Convention and designated in this annex as "operational account of the line" concerns the section of the line between the northern frontier (Tende pass) and the southern frontier (Piéne), exclusive of the Breil station. In addition, it includes the part of the line situated in the communities specified in article 13 of the Convention.

The said account shall be kept in accordance with the rules applicable to SNCF, subject to the modifications provided for in this annex and in conformity with the provisions of the agreement provided for in article 14 of the Convention.

*Article 2.* The “operational account of the line” shall not include:

- Income relating to the traffic referred to in article 11, paragraph 3, of the Convention;
- Expenditure incurred by the Italian Railway Administration in operating passenger and goods trains (referred to in article 10, paragraph 2, of the Convention) with rolling stock, crews and service personnel belonging to that Administration.

Nevertheless, the two railway Administrations shall jointly draw up a consolidated statement of all the income and expenditure of the line each year.

*Article 3.* The SNCF part of the income from passenger traffic (other than that referred to in article 11, paragraph 3, of the Convention) shall, as the occasion arises, be allocated between the “line” and the remainder of the SNCF run on a prorata basis per kilometre.

The SNCF part of the income from goods traffic (other than that referred to in article 11, paragraph 3, of the Convention) shall, as the occasion arises, be allocated between the “line” and the remainder of the SNCF run in accordance with a formula established by the agreement provided for in article 14 of the Convention.

*Article 4.* Expenditure on the account of SNCF staff shall be computed at hourly rates on the basis of the grade and specialization of the staff.

This expenditure shall be increased by the amount of indirect charges (employer contributions) at the rates in force at the time when services are rendered.

Expenditure on the account of equipment and materials shall be computed at replacement cost increased by transport costs and by storage costs computed on a lump sum basis.

Services rendered by contractors and suppliers in executing contracts, orders or purchases shall be computed on the basis of the amount actually paid as evidenced by invoices submitted by the suppliers and contractors.

*Article 5.* Expenditure on the account of motive power, maintenance and the amortization of the rolling-stock (self-propelled or drawn) of the trains (other than those referred to in article 11, paragraph 3, of the Convention) operating on the line shall be determined on the basis of the distance travelled and the average cost price per kilometre for each category of equipment.

*Article 6.* Overhead expenditure shall be charged by invoice to the operational account of the line in accordance with the rules applicable to SNCF for the invoicing of services to the French State.

## ANNEX II

TO THE CONVENTION BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE ITALIAN REPUBLIC CONCERNING THE SECTION OF THE CUNEO – BREIL – VENTIMIGLIA RAILWAY LINE SITUATED IN FRENCH TERRITORY, HAVING REFERENCE TO THE LIST OF BUILDINGS PROVIDED FOR IN ARTICLE 17 OF THE CONVENTION

*Section of the Cuneo – Ventimiglia line in French territory*

## List of station buildings to be assigned to the operation

<i>Station</i>	<i>Existing buildings to be assigned to the operation</i>	<i>Remarks</i>
Vievola .....	Passenger station and goods depot	These buildings shall be repaired. Partitions shall be erected to delimit the SNCF service facilities. An access road to these facilities must be provided
Tende .....	Passenger station and goods depot	These buildings shall be repaired
La Brigue .....	Passenger station and goods depot	
Saint-Dalmas-de-Tende .	Part of the passenger station	The facilities needed for the operation shall be obtained by modifying the interior of the existing building and by reducing the area reserved for SNCF service facilities. The underpass shall be repaired. Partitions shall be erected to delimit the service facilities
Fontan-Saorge .....	Part of the ground floor on the Nice side and second storey of the passenger station	These parts of the ground floor and second storey shall be repaired. The third storey shall be reserved for SNCF service facilities. A pedestrian underpass shall be built to improve access to the service facilities, and partitions shall be erected to delimit them.
Piène .....	Passenger station and goods depot	