

No. 13391

FRANCE
and
ITALY

**Franco-Italian Convention concerning the supply of water to the
Commune of Menton (with annexed protocol). Signed at
Paris on 28 September 1967**

Authentic texts: French and Italian.

Registered by France on 18 June 1974.

FRANCE
et
ITALIE

**Convention franco-italienne relative à l'alimentation en eau de la
commune de Menton (avec protocole annexé). Signée à Paris
le 28 septembre 1967**

Textes authentiques : français et italien.

Enregistrée par la France le 18 juin 1974.

[TRANSLATION — TRADUCTION]

FRANCO-ITALIAN CONVENTION¹ CONCERNING THE SUPPLY OF WATER TO THE COMMUNE OF MENTON

The Government of the French Republic and the Government of the Italian Republic,

With a view to improving, by concerted action, the supply of water to the Commune of Menton,

Have agreed as follows:

Article 1. The Italian Government shall authorize, subject to the conditions specified in the following articles, the withdrawal of water from the Roya to supply the Commune of Menton at a maximum flow rate of 400 litres per second and guarantee the free passage of such water into France.

During periods when the usable flow from the Roya is below 5,600 litres per second, the volume of water supplied in accordance with the foregoing paragraph shall be reduced for the duration of such periods, in proportion to the shortfall in the usable flow.

It is nevertheless understood that this reduction shall become effective only when the over-all supply of 400 litres for Menton would necessitate a reduction in the volume actually derived and used by Italy.

Article 2. The Italian Government shall grant the Commune of Menton, for the purpose of applying this Convention, a concession to be governed by the Italian laws and regulations in force on the subject.

The duration of the concession shall be seventy years.

When the concession expires, it may be renewed in accordance with the Italian law in force at the time. When consideration is given to an application for renewal, the Commune of Menton shall be ensured the same treatment accorded to Italian communes holding public water concessions.

For purposes of the concession, the Commune of Menton shall elect domicile in Italy. As a security for obligations deriving from the concession it shall deposit the sum of 10 million lire with the "Cassa Depositi e Prestiti" of the Italian Republic.

Article 3. The withdrawal of water provided for in article 1 shall be effected by pumping from the alluvial aquifer of the Roya at a level of approximately 30 metres above sea level, upstream from the confluence with the Bevera and downstream from the last hydroelectric power station on the Roya.

Article 4. The plan for the execution of works which is to serve as the basis for granting the concession shall be drawn up in accordance with the following provisions:

(a) The water-withdrawal facilities and the building to house the pumping equipment must be such as to ensure a water supply for the Commune of

¹ Came into force on 14 October 1972, the date of the last of the notifications by which each Contracting Party informed the other of the completion of the procedures required under its law, in accordance with article 14.

Ventimiglia at the rate of 400 litres per second, which the aforesaid Commune may utilize under a separate concession;

(b) The water intended for Menton, in the amount of 400 litres per second, and the water to supply the upper region of the Commune of Ventimiglia, in the amount of 100 litres per second taken from the total volume of 400 litres per second allotted to that Commune, shall be raised and piped into a reservoir situated in the region of Gavi-Magliocca, at a level between 300 and 350 metres above sea level. The water shall then be conveyed to Menton by a pipe passing in the vicinity of the following places: Carletti, Sealza, Roberti, Sgurra, Mortala Superiore and Ciotti.

The Commune of Ventimiglia shall tap from this pipe, at points convenient to it, the aforesaid 100 litres per second. It shall pay a share of the costs of construction of the pipe commensurate with the quantity of water withdrawn and the length of the pipe used.

Article 5. The plan referred to in the foregoing article and any changes thereto shall be decided upon by the Commune of Menton in agreement with the Commune of Ventimiglia.

Article 6. The construction of the facilities and the acquisition of the land and rights of way necessary for the construction and operation of the facilities shall be undertaken by the Commune of Menton, at its expense, subject to the provisions laid down in article 4 (b) above.

The facilities shall be considered to be in the public interest and their construction shall be declared urgent and not subject to delay, under the Italian laws governing public water supply.

Article 7. The contracts for the execution of the works and the provision of the necessary installations and equipment shall be awarded on the basis of tenders. The Italian and French companies allowed to compete shall be entered on a list drawn up by agreement between the two Communes concerned and approved by the Office of Bridges and Highways with jurisdiction over the area.

The construction work, maintenance work and work for the operation of the facilities shall be subject to supervision by the competent Italian authorities. The officers responsible for such supervision may freely inspect the installations.

Article 8. The operation of the facilities for the withdrawal and piping of water shall be effected on the basis of arrangements between the Communes of Menton and Ventimiglia which shall be submitted to the competent Italian authorities for approval.

Article 9. For the execution of the works and for the maintenance, repair and operation of the installations constructed by the Commune of Menton, the Italian Government undertakes:

- (a) Not to charge import duty on any of the construction materials, raw materials or technical supplies originating in and coming from France for use in the works or for incorporation in the facilities;
- (b) To permit the temporary import into Italy, exempt from customs duty and import tax, of the material necessary for the execution of the construction work, maintenance work and work to repair the facilities;

(c) To permit the entry of construction materials, raw materials and installation equipment without any economic prohibition or restriction on imports.

The customs administrations of the two countries shall agree on measures to simplify the formalities pertaining to clearance and deposit of security in connexion with the temporary import and export of such materials.

Article 10. The facilities covered by the concession for which provision is made in article 2 of this Convention shall be treated for tax purposes, as regards their operation only, on a par with similar facilities operated by the Commune of Ventimiglia.

Article 11. The Commune of Menton shall be responsible for the construction and operation of the facilities and installations for which provision is made in this Convention and shall be required to pay compensation for any damage caused to third parties.

For this purpose it shall take out an insurance policy with an Italian insurance company, approved by the Italian Government, which shall be empowered to represent it and settle the damages.

Article 12. The construction, maintenance and operation of the facilities shall be effected in accordance with the laws and regulations in force in Italy.

Article 13. Any disputes relating to the interpretation and application of this Convention which cannot be settled through the diplomatic channel shall be submitted for arbitration at the request of either Party.

The Parties shall appoint an arbitrator for this purpose, by mutual agreement, within three months from the date on which such request is made by one of the Parties. If the appointment cannot be made within the prescribed time-limit, the arbitrator shall be appointed by the President of the International Court of Justice at the request of either Party.

The arbitrator may not be a national of either of the contracting countries.

Article 14. Each Contracting Party shall notify the other Party of the completion of the procedures required under its law for the entry into force of this Convention. The Convention shall enter into force on the date of the last such notification.

DONE at Paris, on 28 September 1967, in duplicate, in French and Italian, both texts being equally authentic.

For the Government of the French Republic:
[Signed]
HERVÉ ALPHAND

For the Government of the Italian Republic:
[Signed]
GIOVANNI FORNARI

PROTOCOL

ANNEXED TO THE FRANCO-ITALIAN CONVENTION CONCERNING THE SUPPLY OF WATER TO THE COMMUNE OF MENTON

On signing the Convention concerning the supply of water to the Commune of Menton the undersigned representatives of the Governments, being duly authorized for the purpose, agreed as follows:

“The Contracting Parties undertake to consult one another, at the time of implementation of the project, concerning any tax problems that might arise as a result of the construction of the facilities provided for in the Convention signed today by the French and Italian Governments for the supply of water from the Roya to the Commune of Menton and to resolve them as equitably as possible within the framework of their national laws.”

DONE at Paris, on 28 September 1967, in duplicate, in French and Italian.

For the Government of the French Republic:

[Signed]

HERVÉ ALPHAND

For the Government of the Italian Republic:

[Signed]

GIOVANNI FORNARI