

No. 26738

FRANCE
and
MONACO

Exchange of letters constituting an agreement concerning the renewal of the concession granted by Monaco to the Société Nationale des Chemins de Fer Français (SNCF) and the codicil to the specifications of 5 October 1864 (with annexes and related exchange of letters of 5 and 9 April 1956). Monaco, 5 April 1956

Authentic text: French.

Registered by France on 27 July 1989.

FRANCE
et
MONACO

Échange de lettres constituant un accord relatif au renouvellement de la concession faite par Monaco à la Société Nationale des Chemins de Fer Français (SNCF) et à l'Avenant au cahier des charges du 5 octobre 1864 (avec annexes et échange de lettres connexes des 5 et 9 avril 1956). Monaco, 5 avril 1956

Texte authentique : français.

Enregistré par la France le 27 juillet 1989.

[TRANSLATION — TRADUCTION]

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹
BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC
AND THE GOVERNMENT OF THE PRINCIPALITY OF
MONACO CONCERNING THE RENEWAL OF THE CONCESSION
GRANTED BY MONACO TO THE SOCIÉTÉ NATIONALE
DES CHEMINS DE FER FRANÇAIS (SNCF) AND THE CODICIL
TO THE SPECIFICATIONS OF 5 OCTOBER 1864

I

5 April 1956

Sir,

Following the talks recorded in the Franco-Monegasque Protocol signed on 18 June 1955, a Convention was concluded on today's date between your Government and the Société Nationale des Chemins de Fer Français (SNCF) renewing the concession to the section of railway which crosses the Principality; at the same time, a Codicil to the Specifications of 5 October 1864 was concluded, setting forth the conditions under which certain works are to be carried out.

I have the honour to inform you that my Government takes note of the two aforementioned texts, which are annexed hereto.

It is understood that if any amendments are made to the Charter of SNCF between now and 1982, the date on which the concession expires, the body or corporation to which such amendments may give rise shall automatically replace SNCF in respect of the texts signed on today's date.

It is also agreed between our two Governments that any dispute relating to the interpretation or application of this exchange of letters or its annexes which cannot be settled directly, either between SNCF and the Administration of the Principality of Monaco or between the French Government and the Monegasque Government, shall be submitted to an arbitrator appointed by mutual agreement between the two Governments.

Lastly, I hereby confirm that my Government has no objection to the substitution by the Government of the Principality, for departures from the stations of the Principality, of temporary local transport surcharges at a moderate rate of the type which exist in France for certain works. Nor does it have any objection to the recruitment by SNCF, subject to the laws and regulations in force, of Monegasque staff with equivalent job qualifications.

Accept, Sir, etc.

PIERRE SEBILLEAU

His Excellency Mr. Henry Soum
Minister of State

¹ Came into force on 5 April 1956 by the exchange of the said letters.

II

PRINCIPALITY OF MONACO
DEPARTMENT OF FOREIGN RELATIONS

Monaco, 5 April 1956

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows:

[*See letter I*]

Pursuant to this letter, I have the honour to inform you that the Government of the Principality agrees to the above provisions.

Accept, Sir, etc.

[*Signed*]

H. SOUM

His Excellency Mr. Christian Pineau
Minister for Foreign Affairs
Paris

CODICIL No. 1 TO THE SPECIFICATIONS OF 5 OCTOBER 1864 GOVERNING THE RAILWAY CONCESSION IN THE TERRITORY OF THE PRINCIPALITY

Between:

Mr. Louis Constant Crovetto, Doctor of Laws, Administrator of the Principality of Monaco, at his offices at 22, rue Princesse Marie de Lorraine,

Acting in his aforesaid capacity as Administrator, with the authorization of His Excellency the Minister of State and of the Government Counsellor for Finance and the National Economy, who shall countersign this instrument in accordance with the provisions of the Sovereign Order of 16 July 1926,

On the one hand,

And the Société Nationale des Chemins de Fer Français duly authorized by an interministerial decision of today's date and represented by the Chairman and Vice-Chairman of its Board of Directors, acting in exercise of the powers conferred on them by a decision of the said Board of 21 March 1956,

On the other hand,

It has been discussed and agreed as follows:

The Specifications of 5 October 1864 govern relations between the Government of the Principality and the Compagnie des Chemins de Fer de Paris à Lyon et à la Méditerranée, the latter having been superseded, by means of a concessionary Convention of today's date, by the Société Nationale des Chemins de Fer Français.

The aforesaid Convention establishes the obligations of the Société Nationale des Chemins de Fer Français with regard to the diversion and underground rerouting of the railway track between mileage points 239 + 945 and 243 + 470.

This Codicil to the Specifications of 5 October 1864 has been drawn up accordingly.

Article 1

The stipulations of the Specifications of 5 October 1864 shall be maintained in so far as they do not conflict with those of this Codicil.

Article 2

Within three months following the Sovereign Order by which the Convention of today's date shall be approved, the Société Nationale des Chemins de Fer Français shall submit to the Administration of the Principality the technical and financial plan, drawn up as provided for in the Specifications of 5 October 1864 and in this Codicil No. 1, for the diversion and underground rerouting of the section of railway, situated partly in the territory of the Principality of Monaco and partly in French territory, between mileage points 239 + 945 and 243 + 470, in accordance with plan No. 1¹ annexed to the aforesaid Convention. As soon as the Principality has communicated its agreement, the Société Nationale des Chemins de Fer Français shall submit the plan to the Minister of Transport. Once the plan has been approved and the procedures required for the transfer of ownership of the surface land and the

¹ Not an integral part of the Agreement.

occupancy of the subsoil have been completed, the Société Nationale des Chemins de Fer Français shall issue invitations to tender and shall begin the works.

Such works shall be completed within three years, provided that the funds required to finance the works for which the Principality of Monaco is responsible have been made available at the specified time and that the underground work does not give rise to exceptional difficulties.

Article 3

The costs of diverting the railway track and all related costs shall be distributed as follows:

To be borne by the Monegasque Government:

Costs of installing the substructure, excluding overheads.

Costs of relocating staff of the Société Nationale des Chemins de Fer Français who will be needed for the future service.

In addition, the Monegasque Administration shall be responsible for any compensation which may be due to occupants of the buildings which are to be transferred to it by the Société Nationale des Chemins de Fer Français.

To be borne by the Société Nationale des Chemins de Fer Français:

Costs of installing the superstructure and removing plant that has ceased to be used and overheads for the entire project.

The substructure costs to be borne by the Monegasque Government shall include the purchase of land and of the subsoil, excavation, the transportation and dumping of excavated material, construction work and costs relating to unforeseeable hazards and to claims which may result from the construction or the presence of the underground track.

The credits required to carry out the work shall be paid provisionally by the Administration of the Principality to the Société Nationale des Chemins de Fer Français, in accordance with the procedures set out in article 4 below.

The superstructure costs to be borne by the Société Nationale des Chemins de Fer Français shall include ballasting and the laying of new track, safety equipment, the removal of track and plant that has ceased to be used, and miscellaneous costs; the Société Nationale des Chemins de Fer Français shall retain ownership of any superstructure materials that are removed.

Article 4

The Administration of the Principality shall pay the real costs of the substructure works referred to in article 3 above, supplemented by the applicable taxes.

Within the 15 days preceding the start of each quarter of the calendar year, the Société Nationale des Chemins de Fer Français shall inform the Administration of the Principality of the anticipated costs which it will have to bear during that quarter. The Principality shall advance the sum in three equal parts payable on the 15th of each month of the quarter concerned.

At the beginning of each quarter, the Société Nationale des Chemins de Fer Français shall send the Administration of the Principality a statement of the costs incurred during the previous quarter, which are to be borne by the Administration, supplemented by the applicable taxes, together with the balance sheet of such costs

and of the advances received. The resulting balance shall increase or decrease, as the case may be, the amount payable when the next advance falls due.

If payment is not made on the above due dates the sums owed by the Principality shall be automatically increased by an interest on arrears, calculated at the rate of 5 per cent per year.

The Société Nationale des Chemins de Fer Français shall keep accounting documents available for consultation by the Administration of the Principality for three years.

The Société Nationale des Chemins de Fer Français shall be required to notify the Administration of the Principality of any technical or economic circumstances likely to have a significant impact on the total cost of the works or on their progress.

Article 5

Contracts and agreements for the railway substructure works shall be concluded on the basis of the costs and terms customary for contracts of the Société Nationale des Chemins de Fer Français taking into account the wishes of the Monegasque Administration, provided that the latter do not conflict with the above-mentioned costs and terms.

Article 6

The section of existing track between the beginning of the diversion at the Monaco station and the eastern frontier shall cease to be used as from the date on which the diversion is put into operation.

If the diversion cannot be put into operation by the date of expiration of the current concession, i.e., by 31 December 1958, it is agreed that the extension of the concession, as defined in the Convention of today's date, shall apply to the section of existing track until such time as it ceases to be used.

As of that date, the Société Nationale des Chemins de Fer Français shall proceed to remove, within three months, the superstructure installations from the disused section of track between the beginning of the diversion and the eastern frontier and, provided that it has been fully reimbursed the sums owed by the Administration of the Principality, shall transfer to the latter any platform areas falling within the demarcation made when the line was built, as specified in Plan No. 2 annexed hereto, which are no longer needed for the future operation of the railway, including structures and buildings, in their current state of occupancy.

Article 7

The Société Nationale des Chemins de Fer Français shall inform the Government of the Principality of its proposed fares and timetables.

Article 8

The Société Nationale des Chemins de Fer Français shall submit to the Government of the Principality for approval the names of supervisory staff having their administrative residence in Monegasque territory.

Article 9

The Parties to this Amendment shall be liable only for the standard fee of one franc.

DONE at Monaco on 5 April 1956.

L. C. CROVETTO
Administrator of the Principality of Monaco

L. ARMAND
Chairman of the Board of Directors
of the Société Nationale
des Chemins de Fer Français

R. CLAUDON
Vice-Chairman of the Board of Directors
of the Société Nationale
des Chemins de Fer Français

Countersigned in accordance with the provisions of the Sovereign Order of
16 July 1926.

A. CROVETTO
Government Counsellor
for Finance
and the National Economy

H. SOUM
Minister of State

P. PÈNE
Government Counsellor
for Public Works,
Concessions and Miscellaneous Matters

CONVENTION BETWEEN THE GOVERNMENT OF THE PRINCIPALITY
OF MONACO AND THE SOCIÉTÉ NATIONALE DES CHEMINS DE
FER FRANÇAIS

Between:

Mr. Louis Constant Crovetto, Doctor of Laws, Administrator of the Principality of Monaco, at his offices at 22, rue Princesse Marie de Lorraine

Acting in his aforesaid capacity as Administrator, with the authorization of His Excellency the Minister of State and of the Government Counsellor for Finance and the National Economy, who shall countersign this instrument in accordance with the provisions of the Sovereign Order of 16 July 1926,

On the one hand,

And the Société Nationale des Chemins de Fer Français duly authorized by an interministerial decision of today's date and represented by the Chairman and Vice-Chairman of its Board of Directors, acting in exercise of the powers conferred on them by a decision of the said Board of 21 March 1956,

On the other hand,

It has been discussed and agreed as follows:

A Sovereign Order of 29 November 1864 granted to the Compagnie des Chemins de Fer de Paris à Lyon et à la Méditerranée, under the conditions set forth in the Specifications drawn up on 5 October 1864, the concession to the section of railway which crosses the territory of the Principality.

Under the terms of those Specifications, the aforesaid concession expires on 31 December 1958.

The de facto transfer, as from 1 January 1938, to the Société Nationale des Chemins de Fer Français of the rights which the Compagnie des Chemins de Fer de Paris à Lyon et à la Méditerranée held in the Principality of Monaco, and the forthcoming expiration of the concession granted to the latter company, have made it necessary to draw up a new Convention, as follows:

Article 1

All the rights and obligations deriving from the concession and from the Specifications of 5 October 1864 shall be transferred from the Compagnie des Chemins de Fer de Paris à Lyon et à la Méditerranée to the Société Nationale des Chemins de Fer Français, in so far as such rights and obligations do not conflict either with the provisions of the exchange of letters of today's date between the French Government and the Monegasque Government or with those of this Convention and of Codicil No. 1 to the Specifications, which must remain annexed thereto.

Article 2

The Specifications of 5 October 1864 designated 31 December 1958 as the expiration date of the concession granted by the Sovereign Order of 29 November 1864.

This concession shall be extended, both in respect of the section between the western frontier and the beginning of the diversion referred to in article 3 below and in respect of the diversion itself, until 31 December 1982, the date on which the Société Nationale des Chemins de Fer Français shall cease to exist.

Article 3

Upon signature of the Sovereign Order by which this Convention shall be approved, the Société Nationale des Chemins de Fer Français shall draw up the plan for the works required by the diversion and underground rerouting of the track situated partly in the territory of the Principality of Monaco and partly in French territory, between mileage points 239 and 945 and 243 and 470 approximately, in accordance with the plan¹ annexed hereto. This plan shall be submitted to the Government of the Principality of Monaco and the Minister of Transport for approval.

The works shall be carried out by the Société Nationale des Chemins de Fer Français under the conditions set forth in the Specifications of 5 October 1864 and in Codicil No. 1 thereto of today's date.

Article 4

The Société Nationale des Chemins de Fer Français hereby elects domicile in Monaco (Monaco station).

Article 5

Any costs to which this instrument may give rise shall be borne by the Administration of the Principality.

DONE and concluded at Monaco, in duplicate, at the offices of the Administration of the Principality on 5 April 1956.

L. ARMAND
Chairman of the Board of Directors
of the Société Nationale
des Chemins de Fer Français

R. CLANDON
Vice-Chairman
of the Board of Directors
of the Société Nationale
des Chemins de Fer Français

L. C. CROVETTO
Administrator

Countersigned in accordance with the provisions of the Sovereign Order of 16 July 1926.

A. CROVETTO
Government Counsellor for Finance
and the National Economy

H. SOUM
Minister of State

P. PÈNE
Government Counsellor for Public Works,
Concessions and Miscellaneous Matters

¹ See note 1 on page 234 of this volume.

RELATED EXCHANGE OF LETTERS

I

5 April 1956

Sir,

Further to the letter which I sent you on today's date taking note, on behalf of the French Government, of the Convention signed between the Government of the Principality and the Société Nationale des Chemins de Fer Français (SNCF) concerning the renewal of the concession to the section of railway which crosses the Principality, I have the honour to inform you that, in accordance with the Protocol signed on 18 June 1955 between you and Mr. Sebilleau, Minister Plenipotentiary, temporary local surcharges cannot be applied to works other than those explicitly provided for in the Codicil annexed to the above-mentioned Convention and that those surcharges will have to be established in agreement with SNCF.

Accept, Sir, etc.

PIERRE SEBILLEAU

His Excellency Mr. Henry Soum
Minister of State

II

PRINCIPALITY OF MONACO
DEPARTMENT OF FOREIGN RELATIONS

Monaco, 9 April 1956

Sir,

By letter of 5 April 1956 sent pursuant to the exchange of letters between our two Governments of the same date, you informed me that, in accordance with the Protocol signed on 18 June 1955 between you and Mr. Sebilleau, Minister Plenipotentiary, temporary local surcharges could not be applied to works other than those explicitly provided for in the Codicil annexed to the Convention you had mentioned earlier and that those surcharges would have to be established in agreement with the Société Nationale des Chemins de Fer Français.

I have the honour to inform you that the Government of the Principality agrees to the above provisions.

Accept, Sir, etc.

[Signed]

HENRY SOUM
Minister of State

His Excellency Mr. Christian Pineau
Minister for Foreign Affairs
Paris