

No. 26739

**FRANCE
and
MONACO**

Exchange of letters constituting an agreement confirming the Convention concerning the renewal of the concession to the Société Nationale des Chemins de Fer Français (SNCF) of the railway line crossing the Principality of Monaco (with annexes). Monaco, 20 December 1988

Authentic text: French.

Registered by France on 27 July 1989.

**FRANCE
et
MONACO**

Échange de lettres constituant un accord prenant acte de la Convention relative au renouvellement de la concession à la Société Nationale des Chemins de Fer Français (SNCF) de la ligne ferroviaire traversant la Principauté de Monaco (avec annexes). Monaco, 20 décembre 1988

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 MO-
NACO CONFIRMING THE CONVENTION CONCERNING THE
RENEWAL OF THE CONCESSION TO THE SOCIÉTÉ NATIO-
NALE DES CHEMINS DE FER FRANÇAIS (SNCF) OF THE
RAILWAY LINE CROSSING THE PRINCIPALITY OF MONACO

I

FRENCH REPUBLIC
CONSULATE-GENERAL OF FRANCE IN MONACO

Monaco, 20 December 1988

Sir,

As the Convention concluded between your Government and the Société Nationale des Chemins de Fer Français (SNCF) for the operation of the section of railway crossing the territory of the Principality of Monaco² expired on 31 December 1982, a new Convention, which shall apply retroactively as from 1 January 1983, was concluded on today's date.

I have the honour to inform you that my Government takes note of the aforementioned text, which is annexed hereto.

It is understood that if any amendments are made to the Charter of SNCF between now and 2018, 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 text signed on today's date. My Government also will not oppose the execution of the diversion works referred to in article 24 of the Convention, including any extensions in French territory which are strictly necessary for connecting the diversion to the national railway network operated by SNCF, under the conditions set forth in that article, it being understood that no financial obligation shall result therefrom for the French Government.

Accept, Sir, etc.

[Signed]

LÉONARD LIPATZ
Consul-General of France in Monaco

¹ Came into force on 20 December 1988 by the exchange of letters, with retroactive effect from 1 January 1983, in accordance with the provisions of the said letters.

² See p. 221 of this volume.

The Undersigned:

Mr. Roger Passeron, Knight of the Order of Saint Charles, Administrator of the Principality of Monaco at his offices at 22, rue Princesse Marie de Lorraine, Monaco,

Acting in his aforesaid capacity 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,

And, more specifically, in execution of a decision taken by the Council of Government on 23 December 1986,

On the one hand,

And:

The Société Nationale des Chemins de Fer Français, hereinafter called "SNCF", a public industrial and commercial establishment registered in the Paris Register of Commerce and Corporations under No. B551049447, with its head office in Paris (9th arrondissement) at 88, rue Saint-Lazare, represented by Mr. Jacques Demary, Regional Director of the SNCF Marseille region,

Prior to signing the instrument which is the subject of these presents, made the following statement:

Statement

The concession to the section of railway on the line from Nice to the Italian border which crosses the territory of the Principality of Monaco was granted by Sovereign Order of 29 November 1864 to the Compagnie des Chemins de Fer de Paris à Lyon et à la Méditerranée, whose rights were transferred to the Société Nationale des Chemins de Fer Français as from 1 January 1938.

This concession, which was to have expired on 31 December 1958, was extended by the Government of the Principality, in favour of the Société Nationale des Chemins de Fer Français, to 31 December 1982, pursuant to a Convention signed on 5 April 1956 and approved by Sovereign Order No. 1336 of 9 June 1956.

The said concession having expired and the Société Nationale des Chemins de Fer Français having been transformed, as from 1 January 1983, into a public industrial and commercial establishment responsible for operating the French national railway network, it is necessary to establish the conditions under which this public establishment is to continue the operation of the section of railway which crosses the Principality of Monaco.

The following Convention has been drawn up accordingly.

Article 1

The concession to operate the section of railway on the line from Nice to the Italian border which crosses the territory of the Principality, hereinafter called "the railway", shall be granted to SNCF for a period of thirty-five (35) years as from 1 January 1983 under the conditions established in this Convention.

TITLE I. PROVISIONS CONCERNING PUBLIC LAND AND PROPERTY

Article 2

The State of Monaco hereby makes available to SNCF the public lands required for the operation of the railway, as demarcated in the plan¹ annexed to this Convention (annex 1).

Article 3

SNCF undertakes to return free of charge to the State of Monaco, at the latter's first request, such land referred to in article 2 above as is marked in yellow on the plan annexed hereto, provided that, prior to such request, the works required to ensure that the land is no longer necessary for the stability or proper operation of railway plant have been carried out at the expense of the State of Monaco.

The land shall be returned within one month following execution of the works.

Article 4

SNCF undertakes to return free of charge to the State of Monaco, at the latter's first request, for the purpose of property development, such land referred to in article 2 above as is marked in green on the plan annexed hereto, provided that the State of Monaco:

Leaves available to SNCF, for the duration of the works, the premises and sites required for SERNAM traffic and for the operation of the railway's existing safety equipment, without any additional costs arising therefrom for SNCF;

Makes available to SNCF free of charge, upon completion of the works, and within the framework of this concession, such premises and approaches thereto as have been recognized, by mutual agreement, as being necessary for SERNAM traffic and for the operation of railway safety equipment.

Prior to the return by SNCF of land marked in green on the plan annexed hereto, the State of Monaco shall submit to SNCF plans for the property development, including measures required to apply the foregoing provisions of this article.

Article 5

Without prejudice to the provisions of articles 3 and 4 above, SNCF shall return free of charge to the State of Monaco, during the period of validity of the concession, such land referred to in article 2 above as has been recognized, by mutual agreement, as being definitely unnecessary for the operation of the railway.

Article 6

Land and property recovered by the State of Monaco pursuant to articles 3, 4 and 5 above shall be returned by SNCF in good condition.

Article 7

I. SNCF shall exercise full management powers over lands transferred to it pursuant to article 2 above. For example, it may grant temporary, revocable occupancy permits, subject to the provisions of paragraph II below, and may collect, as income, the corresponding fees and miscellaneous revenues.

¹ Not an integral part of the Agreement.

SNCF may carry out all works required for the operation of the railway in accordance with the laws and regulations in force. It shall assume all the obligations of ownership. It shall act and plead in lieu of the State of Monaco in a court of law.

II. However, the State of Monaco shall be notified of the following, which shall be subject to its consent:

- Renovation of the passenger building;
- Selection by SNCF of the restaurant concessionaire for the Monaco-Monte Carlo station;
- Plans for the installation, on railway territory, of hoardings that are visible from the street;
- Plans for the occupancy of land marked in yellow or green on the plan annexed hereto.

Consent shall be deemed to have been given if the State of Monaco fails to comment within one month following the date on which it receives notification from SNCF.

Furthermore, SNCF shall emphasize in the contracts it signs with its subcontractors that the latter shall comply with the laws and regulations in force in the Principality.

Article 8

On the date set for the expiration of the concession and purely by virtue of its expiration, all the rights of SNCF to the railway and its buildings shall be transferred to the State of Monaco, which shall immediately become entitled to all revenues therefrom.

SNCF shall be required to transfer to the State of Monaco, free of charge and in good condition, the railway and all its buildings, regardless of their origin, such as the station buildings, the sheds, the fences, the tracks and their equipment, etc.

Article 9

SNCF shall be exempt from payment of any security deposit related to the railway concession.

TITLE II. MAINTENANCE AND OPERATION

Article 10

The railway and its buildings shall be permanently maintained in good condition by SNCF, at its expense, so that trains always run easily and safely.

Article 11

I. SNCF shall be responsible for keeping clean the platforms, tracks and passenger building at the Monaco-Monte Carlo station, and the flat roofs of that building, and for pruning the trees.

II. The conditions under which SNCF shall ensure that the parts of the passenger building which are open to the public are kept clean are set forth in annex 2 to this Convention.

III. In cases of duly reported negligence on which no action has been taken, the necessary cleaning work shall be done automatically at the expense of SNCF.

Article 12

The regulations and controls relating to the operation by SNCF of the French national railway network shall apply to the railway which is the subject of this Convention.

These regulations may be consulted at the Monaco-Monte Carlo station by the Government Commissioner appointed pursuant to article 15 below.

Article 13

The railway shall be policed in accordance with the laws and regulations in force in the Principality.

Article 14

SNCF railway security and railway police staff shall be sworn in by the State of Monaco in accordance with the provisions of article 59 of the Monegasque Code of Criminal Procedure.

Article 15

The State of Monaco shall appoint a Government Commissioner responsible for monitoring the implementation of the provisions of this Convention.

TITLE III. RATES AND CONDITIONS OF PASSENGERS
AND GOODS TRANSPORT

Article 16

Passenger and goods transport and supplementary services shall be provided by SNCF so as to best meet the needs of users, under the conditions established for the French national railway network.

Article 17

In exchange for the responsibilities assumed by SNCF under this Convention and on the express condition that it will fulfil all its obligations correctly, the State of Monaco hereby grants to SNCF authorization to charge, for the duration of the concession, the rates applicable on the French national railway network to passengers and goods transport and supplementary services.

Passenger fares shall be communicated to the State of Monaco before the date of their entry into force. They shall be brought to the attention of the public at the Monaco-Monte Carlo station prior to that date.

In exchange for the special responsibilities assumed by SNCF under article 11, paragraph II, above, SNCF shall also collect a transport surcharge on tickets issued at the Monaco-Monte Carlo station, the amount of which shall be determined according to procedures established by mutual agreement between the State of Monaco and SNCF. The annual income from this surcharge shall not exceed 1 per cent of the annual revenues of the Monaco-Monte Carlo station.

Article 18

Before each change of service, SNCF shall transmit to the State of Monaco the timetables for passenger trains serving the Monaco-Monte Carlo station.

All trains providing regular passenger service shall stop at the Monaco-Monte Carlo station unless the Parties have agreed otherwise in advance.

Furthermore, before taking any decisions on changes in regional railway services that serve the Principality, SNCF shall notify the State of Monaco of such changes in so far as they significantly affect the service provided to users in the Principality.

Such notification shall be provided at least four months prior to the date of entry into force of such changes.

The State of Monaco shall have one month in which to transmit any comments it may have.

TITLE IV. MISCELLANEOUS PROVISIONS

Article 19

The responsibilities incumbent on SNCF on the French national railway network with regard to postal and telecommunications services shall apply to the railway which is the subject of this Convention.

Article 20

I. Any appointment of SNCF employees belonging to the permanent staff to a post at the Monaco-Monte Carlo station shall be subject to prior approval by the State of Monaco.

Such approval shall be deemed to have been given if the State of Monaco does not make any comments within one month following the date on which notification is received of the appointment proposed by SNCF.

II. In recruiting or assigning contractual or auxiliary staff to the Monaco-Monte Carlo station, SNCF shall observe the employment priorities established by the legislation in force.

For the purpose of implementing this provision, SNCF shall inform the Government of the Principality of its proposals for the recruitment or assignment of contractual or auxiliary staff.

III. The State of Monaco may request the replacement of employees posted to Monaco.

IV. The detailed list of posts at the Monaco-Monte Carlo station shall be available at the station for consultation by the Government Commissioner appointed pursuant to article 15 above.

Article 21

If the State of Monaco orders or authorizes the construction of connecting tracks or of underground or overhead structures crossing or running parallel to the railway track, SNCF shall not oppose the works or claim a fee for the occupancy of the site; however, the State of Monaco shall take the necessary steps to ensure that

such works do not result in any impediment to the railway service or costs for SNCF.

Article 22

The tax legislation in force in the Principality of Monaco shall automatically be applicable to the operation of the railway.

Article 23

The State of Monaco may institute, for departures from the Monaco-Monte Carlo station, temporary passenger transport surcharges similar to those which can be established in France for financing certain improvements in railway plant.

Article 24

Should the studies which the State of Monaco has requested SNCF to conduct with regard to the diversion and underground rerouting of the section of track between the territory of the commune of Cap d'Ail and the Monte Carlo tunnel prove favourable, the construction of the tunnel and the track, and also the new station and its buildings, would be carried out, subject to agreement on the procedures for the financing, the transfer and the execution of the works, by SNCF in accordance with its own technical regulations.

Article 25

All disputes to which this Convention may give rise shall be under the jurisdiction of the courts of Monaco.

However, before instituting judicial proceedings, the conceding Party and the concessionaire shall be required to submit any disputes which may arise between them to a prior conciliation procedure.

To that end, each Party shall choose an expert within one month following the date on which one Party notifies the other Party of its decision to resort to the conciliation procedure, and the two experts thus designated shall, in turn, choose a third expert. If one of the Parties does not make known the name of its expert within the respective time-limit, or if the two experts cannot agree on the choice of the third expert within eight days, the expert of the defaulting Party, or the third expert, shall be designated by the president of the court of first instance to which application is made by the Party which complied first.

The experts shall file their report within a period fixed by the Parties. This period may be extended if the need for unanimity so requires.

The opinion issued by the three experts, even if unanimous, shall have a purely consultative value.

Article 26

SNCF shall provide the State of Monaco with an annual report on the operation of the Monaco-Monte Carlo station.

Article 27

SNCF hereby elects domicile in Monaco (the Monaco-Monte Carlo station).

Article 28

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

IN WITNESS WHEREOF,

DONE AND CONCLUDED at Monaco, in triplicate, at the offices of the Administration of the Principality, on 20 December 1988,

And, having read this instrument, Mr. Jacques Demary, acting in his official capacity, has signed it, together with Mr. Roger Passeron, acting in his official capacity.

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

Government Counsellor
for Finance and the Economy:

Minister of State:

ANNEX No. 2

A. *Routine maintenance*(a) *Floors:**Granite-sandstone:*

Once a day: sweeping (or vacuuming) and damp mopping;

Once a week and after every rainy day: washing and rinsing.

The use of detergents or abrasive substances is prohibited for this type of floor.

Marble:

Once a day: sweeping (or vacuuming) and damp mopping;

Once a week and after every rainy day: washing with black soap; no other product is to be used.

(b) *Walls:*

Once a month: dusting and removal of cobwebs;

Twice a month: cleaning of doorhandles and fingerplates;

As needed: brief cleaning with a damp sponge and water to which black soap has been added, where necessary, in order to remove hand marks from doors (doorhandles and fingerplates in particular).

(c) *Staircases:*

Once a day: sweeping (or vacuuming) and damp mopping of treads and the risers, cleaning of handrails and, where necessary, scraping of chewing-gum.

Twice a month: cleaning of uprights, handrails and skirting-boards.

(d) *Windows:*

Twice a week: cleaning of the windows of the information, reservations and sales offices;

Twice a month: thorough cleaning of all interior and exterior windows including, where necessary, the interior surfaces of fixed staircase panes.

(e) *Lavatories:*

Once a day: cleaning with soapy water and disinfecting and deodorizing of toilet bowls and seats, urinals, wash-basins and sinks; cleaning of porcelain surfaces, taps, soap holders, shelves and mirrors.

Lavatory fittings should be maintained by cleaning them with a dry cloth.

(f) *Furnishings and accessories:*

Once a day: emptying of plastic dustbins;

Twice a month: cleaning of benches and plastic dustbins.

B. *Special jobs*

Once every three months:

— Cleaning of walls: marble walls, the wall behind the platform, the underground passage, the passenger waiting area, etc.;

— Cleaning of the exterior of the Prince's Lounge;

— Cleaning of the copper plinths;

— Cleaning of the four marble pillars of the passenger waiting area;

Once every six months:

— Cleaning of the decorative panel (fresco);

— Cleaning and dusting of the ceilings, overhead lights and glass panels (above the doors) of the waiting hall.

II

PRINCIPALITY OF MONACO
DEPARTMENT OF FOREIGN RELATIONS
DIRECTORATE

Monaco, 20 December 1988

No. 946

Sir,

By letter of today's date, you informed me of the following:

[See letter I]

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

Accept, Sir, etc.

*[Signed]*JEAN AUSSEIL
Minister of State of the PrincipalityMr. Léonard Lipatz
Consul-General of France
Monaco