

No. 30286

**FINLAND
and
NORWAY**

**Agreement concerning the construction of a new bridge over
the Tenojoki (Tana River). Signed at Oslo on 19 May
1993**

Authentic texts: Finnish and Norwegian.

Registered by Finland on 28 September 1993.

**FINLANDE
et
NORVÈGE**

**Accord relatif à la construction d'un nouveau pont sur la
Tenojoki (rivière du Tana). Signé à Oslo le 19 mai 1993**

Textes authentiques : finnois et norvégien.

Enregistré par la Finlande le 28 septembre 1993.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN FINLAND AND NORWAY CONCERNING
THE CONSTRUCTION OF A NEW BRIDGE OVER THE TENO-
JOKI (TANA RIVER)

The Governments of Finland and Norway, having decided to build and maintain a new bridge between Finland and Norway over the Tenojoki (Tana River), hereinafter referred to as the Utsjoki bridge, have agreed as follows:

Article 1

The bridge shall be built in accordance with bridge plans approved by the road authorities of the two countries.

The rules for and the organization of the bridge design shall be described in a separate agreement between the road authorities of the two countries.

Article 2

Invitations of tenders for two alternative forms of execution of a cable-stayed bridge shall be prepared.

On the basis of the tender invitations approved by the road authorities of the two countries, competitive bidding shall be announced in Finland, Norway and Sweden for the building of the bridge. The bidding shall be open to all those entrepreneurs from the three countries whose qualifications are approved by the road authorities of Finland and Norway.

A bridge committee consisting of four representatives from each country shall make the final choice among the entrepreneurs.

Article 3

The country in which the construction plans are prepared shall serve as the responsible builder.

The country which is not the responsible builder shall have its own controller in order to be able to follow the progress of the construction work. The controller shall be subordinate to the builder's local direction.

Article 4

Labour, machinery, merchandise and services from both countries may be used during the construction process.

An enterprise or person that performs work or renders services in connection with the preparatory work for or the construction, maintenance or operation of the frontier bridge which is the subject of this Agreement shall undertake to comply with the customs legislation and tax legislation of the country in which the work is actually performed.

¹ Came into force on 30 June 1993, the date on which the parties informed each other of their approval, in accordance with article 11.

An agreement between Finland and Norway concerning tax exemption shall be prepared with a view to the construction of the Utsjoki bridge.

Article 5

Finland and Norway shall each pay half of the total cost of the bridge, including the costs of illumination and of protection against erosion.

The basis for the apportionment shall be the invoices submitted by the entrepreneurs to the builder, exclusive of that part of their costs which consists of the Norwegian value-added tax and the Finnish sales tax paid in connection with the purchase of goods and services. Such costs shall be payable by the road authorities of the country which received the taxes.

The payments made to the builder by the other party shall be made as the bridge construction progresses and in a manner agreed upon by the road authorities of the two countries.

Article 6

Each of the countries shall carry out in its respective territory and at its own cost the road work and other work required for connecting the existing road system to the bridge.

This Agreement does not relate to the establishment of joint customs stations at the frontier bridge. The builder shall clear that matter with the customs authorities of Finland and Norway.

Article 7

After the construction of the bridge is completed, a joint final inspection shall be carried out by persons appointed by the road authorities of the two countries before the bridge is opened for traffic. To that end, each of the countries shall appoint two representatives to a committee, which shall itself elect a chairman from among its members. A record shall be prepared concerning the results of the inspection. The record shall be signed by the representatives of both countries.

Any defects or inadequacies in the performance of the work shall be remedied by the country which serves as the responsible builder.

Article 8

The country which is the responsible builder shall also bear full responsibility for the maintenance of the bridge, including road maintenance such as ploughing, sanding and repair of the roadway.

Responsibility for maintenance shall also include the operation and maintenance of illumination.

The cost of maintenance shall be shared equally between the two countries.

Any subsequent reinforcement, widening or reconstruction of the bridge shall be the subject of a separate agreement between the two countries.

Article 9

Any damage to the watercourse or to riparian land which is caused by the bridge shall be compensated by the country in which the damage arose.

Any damage to the watercourse or to riparian land which is caused during the construction of the bridge shall be compensated by the country which serves as the responsible builder.

Article 10

The committee referred to in article 7 shall determine when the Utsjoki bridge is to be opened for traffic and shall note the decision in the record of the final inspection.

Article 11

This Agreement shall enter into force on the date on which the parties inform each other that they have approved the Agreement.

IN WITNESS WHEREOF the duly authorized representatives have signed this Agreement.

DONE at Oslo on 19 May 1993 in duplicate in the Finnish and Norwegian languages, both texts being equally authentic.

For the Government
of Finland:
MARKKU NIINIOJA

For the Government
of Norway:
KJELL OPSETH
