

No. 15740

**FEDERAL REPUBLIC OF GERMANY
and
LUXEMBOURG**

**Agreement concerning the maintenance, restoration and
operation of the section of the Moselle common to the
two States. Signed at Bonn on 14 September 1976**

Authentic texts: German and French.

Registered by the Federal Republic of Germany on 16 June 1977.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
LUXEMBOURG**

**Accord sur l'entretien, le renouvellement et l'exploitation de
la partie de la Moselle commune aux deux États. Signé
à Bonn le 14 septembre 1976**

Textes authentiques : allemand et français.

Enregistré par la République fédérale d'Allemagne le 16 juin 1977.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL
REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE
GRAND DUCHY OF LUXEMBOURG CONCERNING THE MAIN-
TENANCE, RESTORATION AND OPERATION OF THE SECTION
OF THE MOSELLE COMMON TO THE TWO STATES

The Government of the Federal Republic of Germany and the Government of the Grand Duchy of Luxembourg,

In implementation of article 56 of the Convention of 27 October 1956 on the canalization of the Moselle and of article 27 of the Frontier Treaty of 26 June 1816² between the King of Prussia and the King of the Netherlands,

Have agreed as follows:

Article 1. (1) The Government of the Federal Republic of Germany shall be responsible for the maintenance and restoration of the weirs and locks on the Grevenmacher and Palzem reaches. It shall maintain and restore the river sections common to the two States upstream and downstream of the structures and maintain, restore and operate the navigation signals emplaced in those sections of the river, unless provision is made for other regulations in the following articles. The Government of the Grand Duchy of Luxembourg shall be responsible for the maintenance, restoration and operation of navigation signals mounted on bridges.

(2) Maintenance of the weirs and locks shall include the upkeep of the piers and gates of the weirs, the lock chambers and heads, with their gates, and the related operating and control equipment, all operational structures, navigation signals mounted on the weirs and locks, and similar installations. These installations shall also include the outports and bank stabilization works, structures situated at the junction of natural watercourses discharging into the outports, and jetties and mooring posts as far as boundaries to be fixed by agreement between the competent authorities of the Contracting Parties. These boundaries shall include the outermost mooring facilities.

(3) Maintenance of the river sections upstream and downstream of the weirs and locks shall include maintaining in the water bodies, to the foot of the banks, of conditions conducive to a satisfactory flow of water and maintaining the navigability of the navigation channel and berths, including access to them, provided by the two administrations for major waterway traffic.

Article 2. The Government of the Grand Duchy of Luxembourg shall be responsible for the operation of the weirs and locks. Operation shall include the day-to-day maintenance of the installations, such as lubrication and similar work, and the repair of minor breakdowns and damage.

Article 3. (1) The Contracting Parties shall maintain, restore and operate navigation signals, the kilometre and 100-metre markers emplaced on their respective banks and the installations in the public mooring areas.

¹ Came into force on 14 September 1976 by signature, in accordance with article 12.

² *British and Foreign States Papers*, 1815-1816, vol. 3, p. 720 (French text only).

(2) The Contracting Parties shall maintain and restore the banks in conformity with article 27 of the Frontier Treaty of 26 June 1816.

Article 4. (1) The Government of the Grand Duchy of Luxembourg shall remove any obstacles to the flow of water and to navigation that may arise in the immediate vicinity of its bank of the river.

(2) In order to remove any clear and imminent hazard or to remove obstacles to the flow of water and to navigation that may arise suddenly, the Government of the Grand Duchy of Luxembourg may also take operational measures on the sections of the river common to the two States with the agreement of the competent authority of the Federal Republic of Germany.

Article 5. (1) The competent authorities of the two States shall reach an agreement well in advance of the beginning of each calendar year with regard to the maintenance, restoration and operation measures required during that year in pursuance of this Agreement and with regard to probable expenditure in that connexion.

(2) Each year after spring high water has subsided, and not later than the beginning of May, and whenever a compelling reason exists, such agreement shall be reviewed and adapted to the new circumstances.

(3) Subject to the provisions of article 4, paragraph 2, prior agreement shall not be required when maintenance, restoration and operation measures must be taken in order to remove a clear and imminent hazard or to remove an obstacle to the flow of water or to navigation that has arisen suddenly. The competent authorities of the two States shall inform each other without delay of the measures taken.

Article 6. (1) In so far as the Convention of 27 October 1956 on the canalization of the Moselle prescribes no other method of dividing costs, the Contracting Parties shall each bear half of the costs relating to the measures referred to in articles 1, 2, 3, paragraphs 1 and 4.

(2) The costs shall include directly ascertainable costs, such as the gross emoluments of personnel, including any contractual wage supplements, the costs of materials, such as those used in construction and operation, and other costs, such as payments to contractors and for freight.

(3) The costs referred to in paragraph 1 shall also include costs that are not directly ascertainable. They shall be paid at a flat rate as surcharges on the costs referred to in paragraph 2, the rate of surcharge being:

- 80 per cent for wages and allowances,
- 10 per cent for costs of materials and other costs,
- 0.66 per mil per working day for the cost of machinery, based on the replacement value of the machinery used.

Article 7. At a meeting to be held each year after the spring high water has subsided, the competent authorities of the Contracting Parties shall inform each other of the expenditures incurred during the previous calendar year, which shall be computed in accordance with the provisions of article 6. The amount of the costs shall be paid within two months from the date of the meeting. The statements of expenditures and of the balance due shall be computed on the basis of an average rate of exchange corresponding to the arithmetic mean of the official rates of exchange which prevailed on the first day of each month of the previous year. Payment shall be made in the currency of the creditor at the rate in force on the date of payment.

Article 8. (1) If a third party has been successful in its claim for damages against the Contracting Parties or either of them by reason of the performance or omission of a maintenance, restoration or operation measure, there shall be an equalization such that each Contracting Party pays half of the amount of damages paid. Each Contracting Party shall retain its right to pursue a claim against its personnel. The proceeds of such claim shall be shared equally by the Contracting Parties.

(2) When the Contracting Parties or either of them has been successful in a claim for damages against a third party that has damaged a weir or a lock, sections of the river upstream or downstream of weirs or locks or navigation signals, the compensation paid shall be shared equally by the Contracting Parties.

(3) In the cases referred to in paragraphs 1 and 2, the Contracting Parties shall consult each other and shall grant each other every assistance. If, in the case referred to in paragraph 1, a third party claims damages against only one of the Contracting Parties, that Party shall immediately inform the other Contracting Party of the cause, scope and legal basis for the claim.

(4) The provisions of paragraphs 1 and 3 above shall not apply to the measures referred to in article 3, paragraph 2.

Article 9. The Contracting Parties shall inform each other which authorities are competent for the purposes of this Agreement.

Article 10. Disputes between the Contracting Parties concerning the interpretation or application of this Agreement shall be settled in accordance with articles 57 to 59 and 61 of the Convention of 27 October 1956 on the canalization of the Moselle.

Article 11. This Agreement shall also apply to *Land Berlin* unless the Government of the Federal Republic of Germany makes a declaration to the contrary to the Government of the Grand Duchy of Luxembourg within three months of the entry into force of this Agreement.

Article 12. This Agreement shall enter into force on the date of its signature.

DONE at Bonn on 14 September 1976, in duplicate in the German and French languages, both texts being equally authentic.

For the Government of the Federal Republic of Germany:

GEHLHOFF

For the Government of the Grand Duchy of Luxembourg:

PAUL REUTER