

[TRANSLATION – TRADUCTION]

CONVENTION¹ BETWEEN THE GOVERNMENT SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA AND THE GOVERNMENT OF THE ROMANIAN PEOPLE'S REPUBLIC CONCERNING THE EXECUTION OF WORKS FOR THE IRON GATES WATER POWER AND NAVIGATION SYSTEM ON THE RIVER DANUBE.
SIGNED AT BELGRADE, ON 30 NOVEMBER 1963

The Government of the Socialist Federal Republic of Yugoslavia and the Government of the Romanian People's Republic, having regard to the provisions of Agreement concerning the construction and operation of the iron Gates Water Power and Navigation System on the River Danube, signed on 30 November 1963, have agreed as follows :

Article 1

1. Each Contracting party shall arrange for the execution of such construction and assembly works and for the procurement of equipment for such structure works in its territory as are required for the construction of the Iron Gates Water Power and Navigation System on the River Danube (hereinafter referred to as "the Iron Gates System").

2. Construction works on the dam, river diversion works and works to regulate the bed of the Danube downstream of the dam, including the appropriate preparatory works therefor, shall be carried out by the Romanian Party in Yugoslav territory in a volume which shall be specified in the preliminary design, the master construction plan and the annual construction plans.

3. In order to expedite the work or to equalize the value of the work to be carried out by the two Parties, the Mixed Commission may decide, before the works are begun or while they are in progress, that one Party shall carry out a greater volume of work in the territory of the other Party than that specified in the preliminary design, the master construction plan and the annual construction plans.

4. Each Contracting Party shall have freedom of choice in designating the construction organizations which are to execute structures and works for the Iron Gates System and the suppliers of equipment for the said structures and works.

Article 2

Each Contracting Party shall be bound to arrange for the execution of such construction and assembly works and to procure equipment for such structures and works in its territory as are specified in the following items of the schedule of investments:

¹ Came into force on 16 July 1964, by the exchange of notes concerning approval, in accordance with article 43.

Preparatory works (I.2)
 Diversion of the river and maintenance of navigation while construction is in progress (I.3)
 Dam (I.4)
 Electric power plants (I.5)
 Locks and outer basins (I.6)
 Navigable channel in the Iron Gates sector, with moorings for vessels. (I.7)
 Fishways (I.8)
 Regulation of the bed of the Danube downstream of the dam (I.9)
 Approaches to the main structure (I.10)
 Switching stations at the electric power plants (II.1)
 Electric link between the switching stations at the electric power plants (II.2)
 Buildings, workshops, indoor and outdoor storage facilities (II.3)
 Permanent housing (II.4)
 Structures and installations to protect the riparian lands (III.1.)
 Structures and installations to protect the storage lake from silting by torrents (III.2)
 Boats for ice-breaking and maintenance of structures (III.3.)
 Regulation and cleaning of the storage lake bottom (III.4.)

Article 3

Each Contracting Party shall be bound to ensure that the structures and works specified in the following items of the schedule of investments are executed entirely in accordance with the joint designs or jointly approved designs, the master construction plan and the annual construction plants:

Construction works on the dam (I.4.1)
 Construction works on the electric power plants (I.5.1.)
 Construction works on the locks (I.6.1.1.)
 Construction works on the outer basins (I.6.2.1.)
 Construction works on the navigable channel in the Iron Gates sector, with moorings for vessels (I.7. 1.)
 Construction works on the fishways (I.8.1)
 Regulation of the bed of the Danube downstream of the dam (I.9)
 Approaches to the main structure (I.10)
 Construction works on the electric link between the switching stations at the electric power plants(II.2. 1.)
 Dikes and other hydraulic engineering works (III.1.1)
 Rubble drains and discharge channels (III.I.2.)
 Construction works on the pumping stations (III1.3.1)
 Construction works on structures and installations to protect inhabited localities, industrial plant and water conduits from the effects of storage (III.1.4.1)
 Structures and installations to protect the storage lake from siltingby torrents (III.2)

Regulation and cleaning *of the storage* lake bottom (III.4)

Article 4

The equipment specified in the following items of the schedule of investments shall conform in all respects to the preliminary design and the working designs:

- Equipment, including transport and assembly, for the dam (I.4.2)
- Equipment, including transport and assembly, for the electric power plants (I.5.2)
- Equipment, including transport and assembly, for the locks (I.6.1.2)
- Equipment, including transport and assembly, for the outer basins (I.6.2.2.)
- Signalling installations, including transport and assembly, for the navigable channel in the Iron Gates sector, with moorings for vessels (I.7.2.)
- Equipment, including transport and assembly, for the fishways (I.8.2.)
- Equipment, including transport and assembly, for the electric link between the switching stations at the electric power plants . (II.2.2)
- Equipment, including transport and assembly, for the pumping station (III.1.3.2)
- Equipment, including transport and assembly, for the structures and installations to protect inhabited localities, industrial plant and water conduits from the effects of storage (III.I.4.2.)
- Boats for ice-breaking and maintenance of structures (III.3.)

Article 5

The preparatory works (I.2.) and the structures and works for the diversion of the river and for the maintenance of navigation while construction is in progress (I.3.) may be executed by each Party according to its own ideas and designs, provided that navigation is maintained, that the volume, quality and time-table of execution of the work specified in articles 3 and 4 of this Convention are as stipulated, and that the master construction plan is adhered to.

Article 6

Those structures and works specified in the schedule of investments which are no listed in articles 3 and 4 of this Convention may be executed by each Party according to its own ideas and designs.

Article 7

Each Contracting Party shall have the right to select construction appliances as it sees fit, provided that care is taken to ensure that the main structure (I.) and the structures and installations to protect the riparian lands (III.1.) conform in quality, volume and time-table of execution to the requirements of the joint designs, the master construction plan and the annual construction plans.

Article 8

The gravel and sand pits to be worked by each Party for the construction requirements of the Iron Gates System shall be specified in the construction organization scheme.

Article 9

1. The annual construction plans shall be drawn up by the Investors in the third quarter of each year for the following year, in accordance with the master construction plan. The annual construction plans shall be approved by the Mixed Commission.

2. If the annual construction plans entail any change in the basic time-table laid down by the master construction plan for the construction of the main structure, the said plans shall be transmitted by the Mixed Commission to the two Governments for approval. If the annual construction plans entail changes in the annual allocations of investment capital or in time-limits which are not vital to the completion of the main structure, the said plans shall be approved by the Mixed Commission.

Article 10

1. Each Contracting Party shall, in accordance with its legislation, exercise supervision over the execution of the construction and assembly works and quantitative and qualitative control over the structures and works executed by its organizations under the master construction plan.

2. The provisions of paragraph 1 of this article shall also apply where one Party carries out work in the territory of the other Party in accordance with article 1, paragraphs 2 and 3, of this Convention.

Article 11

1. In accordance with the provisions of article 12, paragraph 2, of the Agreement, each Government shall designate an agency as Investor, as follows :

The Government of the Socialist Federal Republic of Yugoslavia: the "Djerdap" Hydro-electric Power Plant Construction Enterprise, as Investor for the structures and works which it is to execute under the master construction plan ;

The Government of the Romanian People's Republic: the "Porțile de Fier" Hydro-electric Power Plant, as Investor for the structures and works which it is to execute under the master construction plan.

2. The Investors shall perform such tasks as are laid on them by the Agreement, Conventions and Protocols concluded between the two Governments and by the decisions of the Mixed Commission in connexion with the construction of the Iron Gates System.

3. The organizational structure of the Investors shall be appropriate to the specific requirements and conditions of construction of the Iron Gates System and, in particular, to the need for co-operation and co-ordination between the Investors and between their services while the Iron Gates System is under construction.

Article 12

Each Investor shall co-ordinate and control in accordance with its national legislation the activity carried on, in connexion with the construction of the Iron Gates System, by the Chief Design Agency, by construction, assembly and transport enterprises, by suppliers of equipment and by other organizations participating in the construction of the Iron Gates System.

Article 13

The Local Operational Co-ordination Authority provided for in article 12, paragraph 3, of the Agreement shall, as a permanent organ of the Mixed Commission, ensure co-operation and co-ordination between the Investors and ensure that all problems connected with the construction of the Iron Gates System are solved *in situ* in consistent and practical manner.

Article 14

1. Each Investor shall be bound to arrange for the keeping of basic technical & records of the work which it is to carry out, and in particular

-A work-site log;

-A register of work completed.

2. The work-site log and the register of work completed shall be kept on forms to be determined jointly by the Investors.

3. Each Investor shall be entitled to consult the other Investor's work-site and register of work completed.

Article 15

The work-site log must contain particulars of : the start and completion of every contractor's work; the receipt and delivery of topographical and geodetic data; the acceptance of the foundations ; the receipt of reinforcement and shuttering for the more important building parts ; the receipt of plans and other technical documentation; the start and completion of individual items of work or parts of structures; weather conditions while works are in progress ; and other

significant matters relating to the progress of construction of the Iron Gates System. All orders given by the supervisory authority, together with the contractors' observations, must also be entered in the work-site log. Designers may make observations and give instructions through the Investors.

Article 16

The register of work completed must contain all necessary dimensional and quantitative particulars of work actually completed. Design drawings showing all changes and all dimensions determined by measurement in the course of execution of the work may be incorporated into the register of work completed. Particulars shall be entered in the register both upon the completion of individual items of work and at the end of each accounting period.

Article 17

1. In addition to the supervision over the execution of the construction and assembly works and the quantitative and qualitative control over the said works, which are to be exercised by each Party under article 10 of this Convention, joint control shall be exercised to ensure that the structures and works conform to the designs and that the master construction plan and annual construction plans fulfilled ; there shall also be joint control over the quality of the work.

2. Joint control shall be exercised in the following manner:

-Each Investor shall be entitled to inspect the structures and works which are being executed under the other Investor's supervision and control.

-Each Investor shall submit to the Local Operational Co-ordination Authority periodic reports on the execution and quality of the structures and works which are being executed under its supervision and control;

-Each Investor shall organize the necessary work-site laboratories and shall transmit to the Local Operational CO-ordination Authority the laboratories' findings and certificates regarding the quality of materials and works;

-Each Local Operational Co-ordination Authority may also designate other specialized organizations to make laboratory tests for quality control purposes.

3. The official findings of the work-site laboratories and specialized organizations and the certificates of quality shall constitute the basic data from which to determine the quality of the work. The interpretation of laboratory findings and certificates shall be carried out by the Local Operational Co-ordination Authority through experts whom it shall appoint for the purpose.

Article 18

1. If the Local Operational Co-ordination Authority determines that works is not being carried out according to the designs, or if the interpretation of the laboratory findings and certificates shows that the work is not of design quality, the Local Operational Co-ordination Authority shall be entitled to order the work halted and to require it to be done again.

2. If it is determined that the conditions laid down in article 5 of this Convention are not being observed in the execution of work on the cofferdams, the Local Operational Co-ordination Authority shall take the necessary steps to ensure compliance with the said conditions.

3. If the Local Operational Co-ordination Authority considers that the work is proceeding in such a manner that it will not be possible to keep to the time-table laid down by the master construction plan and the annual construction plans, it shall order steps to be taken to expedite the work.

4. Where no agreement is reached in the Local Operational Co-ordination Authority, decisions in matters arising under paragraphs 1,2 and 3 of this article shall be taken by the Mixed Commission.

Article 19

The control exercised by the Local Operational Co-ordination Authority shall not relieve the Party carrying out the work from responsibility for the use of substandard materials or for faults in the execution of the work.

Article 20

The Local Operational Co-ordination Authority shall submit to the Mixed Commission, at intervals to be determined by the Commission, periodic reports on execution and quality of work.

Article 21

On the proposal of the Local Operational Co-ordination Authority or on its initiative, the Mixed Commission may decide whether, and under what conditions, advice should be sought or expert opinions obtained.

Article 22

If the master construction plan provides that particular structures and works for the main structure are to be executed on a co-operative basis by Yugoslav and Romanian organizations, the Investors shall conclude special agreements defining their respective rights and obligations.

Article 23

1. In order to avoid any difficulties which might delay the execution of work, Investors, or the contractors with the Investors' consent, may grant each other loans in the form of materials and services up to the value of \$US200, 000 (two hundred thousand United States dollars) a year on either side, on terms to be fixed by agreement.

2. Loans shall as a rule be repaid in kind within time-limits to be fixed by the Investors, but not later than the end of the calendar year in which they were made. If a loan cannot be repaid in kind within the stipulated time-limit, the value of the loan shall be included in the annual accounting between the Parties, in accordance with, the provisions of the Convention concerning the determination of the value of investments and mutual accounting.

Article 24

1. The Investors shall be bound to ensure the continuity of navigation in sector of the main structure while the Iron Gates System is under construction. If the technological process of executing the work so requires, navigation may be interrupted for a period not exceeding that prescribed by the master construction plan and the annual construction plans. The Local Operational Co-ordination Authority shall determine the starting date and duration of every interruption of navigation in agreement with the River Administration of the Iron Gates.

2. The Investors shall jointly provide additional traction for the passage vessels through the sector of the main structure, in accordance with the master construction plan and the annual construction plans.

3. Before work begins on the construction of cofferdams in the navigable channel, the Investors shall ensure that navigation can proceed through one of the locks. At low discharges, care shall be taken to ensure that the depth of water at the head of the lock is sufficient for the passage of vessels of the draught appropriate for this sector of the Danube.

4. While the main structure is under construction, the Investors shall install, in agreement with the River Administration of the Iron Gates, the necessary signals for navigation, which shall be synchronized with the Sip station signalling system.

5. Questions relating to navigation in the sector of the main structure while the Iron Gates System is under construction shall be settled jointly by the Local Operational Co-ordination Authority and the River Administration of the Iron Gates. The Local Operational Co-ordination Authority and the River Administration of the Iron Gates shall also issue the necessary regulations on navigation for this purpose.

Article 25

1. The Investors and the River Administration of the Iron Gates shall jointly take the necessary steps to drain off water and remove ice from the sector of the Danube between Golubac-Moldova Nouă and the main structure while the work is in progress.

2. As an exceptional measure in case of emergency, either Investor may take action to drain off water and remove ice provided that such action is not detrimental to the interests of the other Investor.

Article 26

1. If either Investor fails to adhere to the time-table of construction laid down by the annual construction plans for the stages of work on the main structure specified in the annex to this Convention, it shall be bound, without any notification from the Investor concerned regarding the delay, to pay the other Investor Compensation for the said delay.

2. The level of compensation for delay under paragraph 1 of this article shall be fixed by the Mixed Commission within a period not exceeding three months after the submission of notice by the Investor concerned through the Local Operational coordination Authority.

3. Unless the Mixed commission, taking into account the circumstances which led to the failure to adhere to the time-table, decides otherwise, the amount of compensation for delay shall be calculated as follows :

- \$US 2, 000 (two thousand United States dollars) for each day's delay at stages I, II, III, IV and V as defined in the annex to this Convention;

- \$US 3,000 (three thousand United States dollars) for each day's delay at stages VI, VII, VIII, IX and X as defined in the annex to this Convention.

4. For the first five days after the expiry of the time-limit fixed by the annual construction plans, no compensation shall be payable for delay.

5. The local Operational Co-ordination Authority shall draw up a record showing the dates on which the payment of compensation for delay begins and ends.

Article 27

The payment of compensation for delay at one stage shall not constitute, for the Investor which paid the compensation, grounds for extending the time-table for the following stage.

Article 28

1. The provisions of articles 26 and 27 of this Convention shall not apply to cases of delay due to *force majeure*. In such cases, the Investors shall be bound to notify each other, within a

period of ten days, of the date of the onset of *force majeure*, Thereafter, the Investors shall notify each other of the duration, the date of cessation and the consequences of the *force majeure*. If either Investor fails to notify the other, within the prescribed period, of the onset of *force majeure*, it may not plead *force majeure* as grounds for exemption from liability for delay.

2. In the event that the consequences of *force majeure* affect the time-table for the stages provided for in the annex to this Convention, the Mixed Commission shall examine the said consequences and draw up a new timetable.

3. For the purposes of the application of this article, *force majeure* shall not be limited to the cases provided for in article 20, paragraph 5, of the Agreement.

Article 29

Accounting in respect of compensation for delay shall be effected on the basis of the record drawn up by the Local Operational Co-ordination Authority or of the decisions of the Mixed Commission, in accordance with the provisions of the Convention concerning the determination of the value of investments and mutual accounting.

Article 30

As each structure or item of work is completed in the course of construction of the Iron Gates System, it shall be subjected to technical examination and acceptance. A part of a structure may also be subjected to technical examination and acceptance if it forms a complete unit which can be brought into use or if it would no longer be possible to determine the quality of the work after the completion of the structure as a whole.

Article 31

1. The technical examination and acceptance of the structures and works executed shall consist of an examination for technical accuracy to determine whether the structures and works have been executed in accordance with the designs and whether they meet the prescribed quality requirements and standards. The technical examination and acceptance of equipment and installations shall be carried out by checking the parameters, efficiency and other characteristics indicated in the design specifications.

2. The technical examination and acceptance of structures and works may, if necessary, include trial loadings and subsequent testing of the quality of particular materials used in the structure and of the quality of particular categories of work carried out.

Article 32

1. The technical examination and acceptance of structures and works shall be carried out, at the Investors' request, by the Technical Examination and Acceptance Board provided for in the Statute of the Mixed Commission.

2. Persons appointed by an Investor to supervise the execution of work, designers and persons who have taken part in the execution of work shall not be members of the Technical Examination and Acceptance Board. At the Board's request, such persons shall be bound to attend its proceedings in order to supply data and explanations as required.

3. The attendance of the Investors at the proceedings of the Technical Examination and Acceptance Board shall be compulsory.

Article 33

The Investors and the contractors executing the work shall be bound to place at the disposal of the Technical Examination and Acceptance Board the necessary documentation, and in particular:

- The designs;
- The work-site log;
- The register of work completed,
- Documents concerning the quality of the material used and of the work carried out;
- Documents concerning the testing of equipment and of the materials of which it is made.

Article 34

1. The Technical Examination and Acceptance Board, after making a detailed examination of structures or works, shall draw up a record setting forth its decisions concerning technical acceptance. In its decisions concerning the acceptance of structures or works completed, the Technical Examination and Acceptance Board shall decide whether the structures or works are accepted or rejected or shall express reservations with regard to defects which must be eliminated.

2. If the Technical Examination and Acceptance Board finds that the structures or works completed can be accepted only after certain defects have been eliminated, it shall specify in its decision measures and time-limits for the elimination of the said defects. When the Investor notifies the Technical Examination and Acceptance Board that the defects have been eliminated, the Board shall verify whether they have been eliminated and shall adopt a decision concerning acceptance.

3. Inessential defects which do not affect the technical safety or the use of structures shall not constitute grounds for rejection or for the postponement of technical acceptance. In such cases, the Technical Examination and Acceptance Board shall accept the structures on condition that the Investor subsequently eliminates the defects within a specified time-limit.

4. The technical examination and acceptance of structures and works shall not exempt the Party which executed them from responsibility for hidden flaws which could not be detected at the time of acceptance.

Article 35

1. Each Investor shall sign the record of the Technical Examination and Acceptance Board.

2. If an Investor does not agree with the Board's decision as envisaged in paragraph 1 of this article, it may enter an appeal in the record or reserve the right to file an appeal with the Mixed Commission, through the technical Examination and Acceptance Board, within a period not exceeding fifteen days after the date of the said decision.

3. Decisions of the Technical Examination and Acceptance Board against which neither Investor has entered an appeal or reserved the right to appeal shall be final. Decisions against which an Investor has reserved the right to appeal shall likewise become final if no appeal is filed within the prescribed period.

4. Decisions against which an Investor has entered an appeal in the record of the Technical Examination and Acceptance Board or has filed an appeal within a period of fifteen days shall be submitted to the Mixed Commission for settlement.

Article 36

The Technical Examination and Acceptance Board shall submit to the Mixed Commission reports on every technical acceptance, together with the record concerning acceptance and the necessary documentation, and to the Investors certified copies of the documentation relating to the acceptance and entry into use of structures and works.

Article 37

1. After the decision concerning the technical acceptance of a structure or an item of work has become final, the Investor in whose national territory the structure or item of work is situated shall take charge thereof.

2. Structures and works executed by one Party in the territory of the other Party shall be taken over by the Investor in whose national territory they were executed, and a record shall be drawn up to that effect.

Article 38

1. The Mixed Commission may decide, on the proposal or with the advice of the Technical Examination and Acceptance Board, that particular structures and works which have been accepted shall be used for their intended purpose even before the Iron Gates System as a whole is completed. The Mixed Commission may authorize the Technical Examination and Acceptance Board to approve the use of certain structures and works.

2. Structures and works whose use has been approved under paragraph 1 of this article shall be used by the Investor of the Party in whose territory they are situated.

3. A lock whose construction has been completed and whose use has been approved shall be handed over by the Investor of the Party in whose territory it is situated to the River Administration of the Iron Gates for management and use.

4. The method of using structures and works brought into use under the provisions of this article shall be governed by the Convention concerning the operation of the Iron Gates System.

Article 39

1. After technical acceptance has been carried out in accordance with article 30 of this Convention, the Technical Examination and Acceptance Board shall carry out a final technical examination and acceptance of the structures and works from the standpoints of their mutual correlation and consistency. If all the structures and works have been executed in accordance with the designs in all respects and there are no reservations from the standpoint of their mutual correlation and consistency, the Technical Examination and Acceptance Board shall draw up a record to the effect that the technical examination and acceptance of the entire Iron Gates System have been carried out.

2. The Technical Examination and Acceptance Board shall transmit the record provided for in paragraph 1 of this article, together with the originals of all documentation and its own report, to the Mixed Commission for approval.

3. The provisions of articles 32 to 35 of this Convention shall also apply to the technical examination and acceptance provided for in this article.

Article 40

After approving the report of the Technical Examination and Acceptance Board on the final technical examination and acceptance of the structures and works for the Iron Gates System, the

Mixed Commission shall proceed in accordance with the provisions of article 15, paragraph 6, of the Agreement.

Article 41

Failure to adhere to the time-table for the execution of the structures and installations to protect the riparian lands, the structures and works to protect the storage lake, and the structures which have to be moved owing to the creation of the storage lake, as specified in items III.1., III.2. and III.5. of the schedule of investments, shall not constitute grounds for postponing the start of operation of the Iron Gates System beyond the time-limit specified in the Agreement.

Article 42

The provisions of articles 14 to 21 and 30 to 39 shall apply only to the structures and works specified in articles 3 and 4 of this Convention.

Article 43

This Convention shall be approved by the two Contracting Parties in conformity with the constitutional and statutory provisions of each State and shall enter into force on the same date as the Agreement between the Socialist Federal Republic of Yugoslavia and the Romanian People's Republic concerning the construction and operation of the Iron Gates Water Power and Navigation System on the River Danube, signed on 30 November 1963, in accordance with the procedure laid down in the Final Act signed this day.

DONE at Belgrade on 30 November 1963 in two original copies, each in the Serbo-Croat and Romanian languages, both texts being equally authentic.

For the Government
of the Socialist Federal Republic
of Yugoslavia :

B. STOJANOVIĆ

For the Government
of the Romanian People's Republic:

N. GHEORGHIU

ANNEX TO THE CONVENTION 2 CONCERNING THE EXECUTION
OF WORKS FOR THE IRON GATES SYSTEM

Stage I. Completion of excavations for discharge section and navigable channel between phase I cofferdams.

Stage II. Completion of dismantling of cofferdam I. a. in the area of spans 1, 2 and 3 of the overflow-spillway dam. (These spans must be concreted up to the 34-metre level and the piers up to at least the 54-metre level.)

Stage III. Completion of construction of phase II cofferdam.

Stage IV. Completion of dismantling of phase II cofferdam in the area of spans 4, 5 and 6 of the overflow-spillway dam. (These spans must be concreted up to the 34-metre level and the piers up to at least the 54-metre level.)

Stage V. Completion of dismantling of phase I cofferdam on both banks, apart from cofferdam for right-hand lock. (The electric power plants must be concreted up to at least the 54-metre level and the construction of the left-hand lock far enough advanced for it to be used temporarily for navigation.)

Stage VI. Completion of construction of phase III cofferdam in order to raise the upstream level to 52 metres. (In spans 1-6 of the overflow-spillway dam the sluice gates must be assembled, and the phase II cofferdam must be dismantled.)

Stage VII. Completion of construction of the right-hand lock (except the sill and the sluice gate of the upstream abutment) and of the navigable channel along the right bank.

Stage VIII. Final completion of the left-hand lock and outer basins and of the navigable channel along the left bank. (The overflow-spillway dam must be finally completed and brought into operation.)

Stage, IX. Final completion of the right-hand lock and outer basins and of the navigable channel along the right bank.

Stage X. Final completion of regulation of the bed of the Danube downstream of the dam.

The Mixed Commission may amend the foregoing provisions.

In the event that the Romanian Party executes the phase II cofferdam and spans 4, 5 and 6 of the overflow-spillway dam, no compensation for delay shall be payable at stages III and IV.

