

Sudan - United Arab Republic

AGREEMENT BETWEEN THE UNITED ARAB REPUBLIC AND THE REPUBLIC OF SUDAN FOR THE FULL UTILIZATION OF THE NILE WATERS, SIGNED AT CAIRO, NOVEMBER 8, 1959 AND PROTOCOL CONCERNING THE ESTABLISHMENT OF PERMANENT JOINT TECHNICAL COMMITTEE SIGNED AT CAIRO, JANUARY 17, 1960.

Whereas the full utilization of the Nile waters for the benefit of the United Arab Republic and the Republic of Sudan requires the implementation of projects for the full control of the river and the increase of its water supply and the planning of new Working Arrangements on lines different from those followed under present conditions;

Whereas for the establishment and working of such projects complete agreement and full co-operation between the two Republics is necessary in order to make the best use of the available water in such manner as to guarantee both their present and future requirements;

Whereas the Nile Waters Agreement concluded in 1929 has only regulated a partial use of the natural river and did not cover the future conditions of a fully controlled river supply, the two Republics have agreed to the following:

I.-The present established rights

1. The quantities of water actually used by the United Arab Republic until the date of signing this Agreement constitute their established right prior to the benefit accruing them through the implementation of the control works referred to in this agreement. This established right amounts to 48 milliards of cubic meters per year measured at Aswan.

2. The quantities of water used at present by the Republic of the Sudan constitute their established right prior to the benefits accruing to them through the implementation of the aforementioned control works. This established right amounts to 4 milliards cubic meters per year as at Aswan.

II.-Nile control works and the sharing of their benefit between the Republics

1. In order to make use of the full natural river supply and stop the flow of any excess of the sea, the two Republics agree to the construction by the U.A.R. of the Sudd el Aali Reservoir at Aswan as the first of a series of over-year storage schemes on the Nile.

2. In order to enable the Republic of Sudan to exploit their share, the two Republics agree to the construction by the Sudan Republic of the Roseires Reservoir on the Blue Nile and any other works deemed necessary by the Sudan for the same purpose.

3. The net benefit from the Sudd el Aali Reservoir shall be calculated on the basis of the mean natural river supply at Aswan in the past years of this century and which amounts to 84 milliards of cubic meters per year. The established rights of the two Republics referred to in

Article I, as well as the mean value of the over-years storage yearly losses in the Sudd el Aali Reservoir, shall be deducted from the above mentioned mean natural river, in order to obtain the net yearly benefit to be shared by the two Republics.

4. The net benefit from the Sudd el Aali Reservoir referred to in the previous paragraph, shall be allotted between the two Republics at the ratio of 14.5 for Sudan to 7.5 for the United Arab Republic as long as the mean natural river supply remains within the limiting value mentioned in the previous paragraph. This means that as long as the computed mean natural river supply is equal to 84 milliards of cubic meters per year, and the mean value of the over-year storage losses remain equal to its present estimated value of 10 milliards of cubic meters per year, then the net benefit from the Sudd el Aali reservoir is 22 milliards of cubic meters of which 14.5 milliards shall be allotted to the Republic of Sudan and 7.5 milliards to the United Arab Republic. By adding these benefits to the respective established rights, the total shares in the net mean natural supply after the working of the complete Sudd el Aali Reservoir, shall be 18.5 milliards per year for the Republic of Sudan, and 55.5 milliards per year for the United Arab Republic.

If the mean natural river exceeds 84 milliards per year, then the resulting increase in the net benefit due to the increase in the mean natural river shall be equally divided between the two Republics.

5. As the net benefit from the Sudd el Aali Reservoir, referred to in paragraph (3) article II, is calculated by deducting the established rights and the mean over-year storage yearly losses, from the mean natural river supply of the past years to the present century, it is recognized that this net benefit shall be subject to revision by both parties at reasonable intervals to be agreed upon as from the date of the operation of the complete Sudd el Aali Reservoir.

6. The Government of the United Arab Republic agree to the payment of fifteen million Egyptian pounds to the Government of the Republic of Sudan as full compensation for the damages to present Sudanese property, resulting from the storage of water in the Sudd el Aali Reservoir to a level of 182.00 meters (Survey). Such payment shall be affected as agreed upon by both parties in the Annex attached thereto.

7. The Government of the Republic of Sudan undertake to take steps to transfer the population round Halfa as well as all other Sudanese inhabitants - whose properties will be affected by the maximum storage in the Sudd el Aali Reservoir - prior to July 1963.

8. It is recognized that after the working of the complete Sudd el Aali Reservoir for over-year storage, the United Arab Republic will not require the use of Gebel Aulia Reservoir for storage. The two contracting parties shall examine all matters related to such renunciation in due time.

III. *-Projects for the exploitation of waters lost in the Upper Nile Basin*

In view of the fact that quantities of the Nile Basin waters are wasted in the swamps of Bahr el Zeraf, Bahr el Ghazal, River Sobat, and the conservation of these waters for increasing the

present natural river supply is most vital for the future agricultural developments, the United Arab Republic and the Republic of Sudan agree to the following:

1. In agreement with the United Arab Republic, the Republic of Sudan shall carry out projects for increasing the River Nile water supply by the prevention of excess losses in the swamps of Bahr el Gebel, Bahr el Zeraf, Bahr el Gahzal and its branches, River Sobat and its branches and the White Nile.

The water benefit from such projects as well as the total costs of construction shall be shared equally by the two Republics.

The Republic of the Sudan shall defray the costs of the above mentioned projects and shall be reimbursed by the United Arab Republic on the basis of half the profits designated in these projects.

2. In case the United Arab republic need more water to cope with their progress in the agricultural expansion program, and therefore find it necessary to take the necessary steps to carry out one of the above mentioned schemes at a time when the need of the republic of Sudan might not have arisen, the United Arab Republic will notify the Republic of Sudan of the date on which the former intend to start the execution and in the course of two years from the date of such notification, each of the two Republics shall submit their program of expansion and the dates and quantities of their water requirements from the benefit of the scheme. Any such program shall be binding to both parties. At the expiration of the two years, the United Arab Republic shall start the execution of the project at its own expense. When the Republic of the Sudan is ready to make use of its share according to the agreed program, they shall then reimburse to the United Arab Republic their share in the cost, in the same proportion to the total cost as their share in the benefit is to the total actual benefit of the scheme. The final share of either party shall not exceed 50% of the total benefit.

IV. -Technical Co-operation between the two Republics

1. To insure technical co-operation between the two Republics to carry out the necessary study and research in connection with projects for the Nile Control and the increase of its supply and for the continuation of Hydrological survey work of the River in its upper reaches, the two Republics agree to constitute a Permanent Joint Technical Committee composed of an equal number of members from both Republics. This committee shall be formed after signing this agreement and shall have the following terms of reference:

(a) To draw the main lines of schemes aiming at the increase of the River supply and to supervise and direct the research work and investigations and collection of data necessary for the preparation of projects reports to be submitted to both Government for approval.

(b) To supervise the execution of the approved projects.

(c) To draw up the working arrangements for works implemented in territories outside the Sudan by agreement with their concerned authorities.

(d) To supervise the application of all aforesaid working arrangements in article (c) by means of engineers appointed for this purpose and selected from officials from the two Republics in connection with works in the Sudan and also the Sudd el Aali and Aswan Reservoir and according to agreements with other governments, in connection with works outside the Sudan.

(e) In view of the possibility of the occurrence of a series of years of low river supply causing a continuous drop in the Sudd el Aali Reservoir levels to the stage that will not enable

both Republics to draw their normal quota in any year, the Committee shall put up the necessary arrangements to be followed by both parties to face the shortage of supply in such low years in a manner that will not cause any damage to either party and shall submit their proposals for approval by both Republics.

2. To enable the Committee to carry out duties referred to in paragraph 1 above, and to insure the continuation of the observation of gauges and discharges of the River in all its upper reaches, these duties shall be carried out under the supervision of the Committee within the technical field by the engineers of the Republic of Sudan and the staff of the United Arab Republic in the Sudan, and in Uganda.

3. The two Republics shall issue a joint order covering the formation of the Permanent Joint Technical Committee, the names of its members, and the necessary budget to be provided from the funds of both Republics.

The Committee shall meet either in Cairo or in Khartoum according to circumstances and shall establish its own rules of procedure subject to the approval of the two Governments and which shall include the necessary regulations in connection with meetings, technical, administrative and financial activities.

V.-General Provisions

1. In case any question connected with Nile water needs negotiations with the governments of any riparian territories outside the Republic of Sudan and the United Arab Republic, the two Republics shall agree beforehand on a unified view in accordance with the investigations of the problem by the Committee. This unified view shall then form the basis of instructions to be followed by the Committee in the negotiations with the governments concerned.

Should such negotiations result in an agreement to construct works on the Nile in territories outside the two Republics, the Permanent Joint Committee shall then assume the responsibility to contact the concerned authorities in those territories, in order to lay down all the technical details in connection with the execution as well as the Working Arrangements and maintenance of the works in question. After agreement on these points with the governments concerned, the Committee shall supervise the execution of the technical provisions of such agreements.

2. Since other riparian countries on the Nile besides the Republic of Sudan and the United Arab Republic claim a share in the Nile waters, both Republics agree to study together these claims and adopt a unified view thereon. If such studies result in the possibility of allotting an amount of the Nile water to one or the other of these territories, then the value of this amount as at Aswan shall be deducted in equal shares from the share of each of the two Republics.

The Permanent Joint Technical Committee shall make arrangements with the concerned authorities in other territories in connection with the control and checking of the agreed amounts of Nile water consumption.

VI.-Transition period before the working of the complete Sudd el Aali

Whereas both Republics shall benefit from their respective shares in the net benefit of the Sudd el Aali Reservoir only when the latter shall be complete and shall yield its benefit, both

parties shall agree on their interim program of expansion in the transition period - from now until the working of the complete Sudd el Aali - in a manner that shall not affect their present water requirements.

VIII.- Annexure 1 as well as Annexures 2 (A) and 2(B) attached hereto shall be considered as an integral part of this agreement.

ANNEXURE I

Text Concerning the water loan requested by the United Arab Republic

The Republic of Sudan agree in principle to grant the United Arab Republic a water loan from the Sudanese share in the Sudd el Aali benefit in order to enable the latter Republic to meet the requirements of the agricultural expansion program.

The United Arab Republic shall request such loan after the revision of the expansion program in the course of five years from the date of signing this Agreement. If such a revision shows that the United Arab Republic still need the loan, the Republic of Sudan shall grant the United Arab Republic a loan not exceeding one and a half milliards of cubic meters from their share provided that the use of such share shall cease in November 1977.

ANNEXURE II (A)

To the Chairman
Of the Delegation of the
Republic of Sudan

With reference to Article II, paragraph 6, of the Agreement signed on today's date, concerning the full utilization of the River Nile waters, compensation amounting to £E. 15 millions, shall be paid in pounds sterling or in a third currency to be agreed upon by both parties, calculated at a constant rate of \$2.87156 to each Egyptian pound.

As agreed, the Government of the United Arab Republic shall pay this amount in the following installments:

£Eg. 3millions on 1 st January 1960
" 4 " " " " 1961
" 4 " " " " 1962
" 4 " " " " 1963

I shall be very grateful if you would kindly confirm your agreement to the above arrangements.

ANNEXURE II (B)

To the Chairman
Of the United Arab Republic Delegation

I have the honor to acknowledge receipt of your letter of today's date reading as follows:

[See above]

I have the honor to confirm the Agreement of the Republic of Sudan to the contents of the said letter.

PROTOCOL CONCERNING THE ESTABLISHMENT OF THE
PERMANENT TECHNICAL COMMITTEE

In confirmation of the complete and continuous cooperation aimed at by the Agreement for the Complete Utilization of the Nile Waters between the United Arab Republic and the Republic of the Sudan, signed on November 8, 1959;

and in implementation of Article 4 of said agreement which provides that a technical permanent committee be set up, composed of an equal number of members from each of the United Arab Republic of the Sudan;

the two Contracting Parties have agreed upon the following articles:

Article I. The Permanent Technical Committee shall be composed of the following:

(a) On the part of the United Arab Republic:

Chairman: Eng. Mohamed Khalil Ibrahim, Assistant Under-secretary of State, Ministry of Public Works;

Members: Eng. Abdel Azim Ismail, Technical Expert, Ministry of Public Works; Dr. Eng. Mohamed Amin, Technical Advisor, Ministry of Public Works; Eng. Tewfik Mohamed Khalifa, Irrigation Inspector General at Khartoum;

(b) On the part of the Republic of the Sudan:

Chairman: Mahmoud Mohamed Gadeen, Director, Ministry of Irrigation;

Deputy Chairman: Mohamed el-Rasheed Sayed Ahmed, Deputy Advisor for Irrigation;

Members: Zaghiron el-Zein, Deputy Director for Irrigation; Yeida Abdel Meguid, Engineer-in-Chief, Water Research.

Article II. If, in future, circumstances should require the bringing about of any alteration to the Joint Committee's composition, such an alteration shall be effected pursuant to letters exchanged between the Ministers of Foreign Affairs of the United Arab Republic and the Republic of the Sudan upon the proposal of the appropriate authorities of both countries.

Article III. The present protocol shall be considered supplementing the Agreement for the Complete Utilization of the Nile Waters signed on November 8, 1959, and shall have effect as of the date of its signing.