

Agreement between the Republic of the Sudan and the United Arab Republic for the full utilization of the Nile waters signed at Cairo, 8 November 1959

[⁶³Entry into force: 12 December 1959 (in accordance with art. 7).]

(⁶⁴United Nations, Treaty Series, vol. 453, No. 6519, p. 51.)

As the River Nile needs projects, for its full control and for increasing its yield for the full utilization of its waters by the Republic of the Sudan and the United Arab Republic on technical working arrangements other than those now applied:

And as these works require for their execution and administration, full agreement and cooperation between the two Republics in order to regulate their benefits and utilize the Nile waters in a manner which secures the present and future requirements of the two countries:

And as the Nile waters Agreement concluded in 1929 6582/provided only for the partial use of the Nile waters and did not extend to include a complete control of the River waters, the two Republics have Agreed on the following:

(⁶⁵Text in Legislative Texts and Treaty Provisions concerning the Utilization of International Rivers for Other Purposes than Navigation (United Nations publication, Sales No. 63.V.4), p. 100.)

First

THE PRESENT ACQUIRED RIGHTS

1. That the amount of the Nile waters used by the United Arab Republic until this Agreement is signed shall be her acquired right before obtaining the benefits of the Nile Control Projects and the projects which will increase its yield and which projects are referred to in this Agreement; The total of this acquired right is 48 Billiards of cubic meters per year as measured at Aswan.

2. That the amount of the waters used at present by the Republic of Sudan shall be her acquired right before obtaining the benefits of the projects referred to above. The total amount of this acquired right is 4 Billiards of cubic meters per year as measured at Aswan.

Second

THE NILE CONTROL PROJECTS AND THE DIVISION OF THEIR BENEFITS BETWEEN THE TWO REPUBLICS

1. In order to regulate the River waters and control their flow into the sea, the two Republics agree that the United Arab Republic constructs the Sudd el Aali at Aswan as the first link of a series of projects on the Nile for over-year storage.

2. In order to enable the Sudan to utilize its share of the water, the two Republics agree that the Republic of Sudan shall construct the Roseires Dam on the Blue Nile and any other works which the Republic of the Sudan considers essential for the utilization of its share.

3. The net benefit from the Sudd el Aali Reservoir shall be calculated on the basis of the average natural River yield of water at Aswan in the years of this century, which was estimated at about 84 Millions of cubic meters per year. The acquired rights of the two Republics referred to in Article "First" as measured at Aswan, and the average of losses of over-year storage of the Sudd El Aali Reservoir shall be deducted from this yield, and the balance shall be the net benefit which shall be divided between the two Republics.

4. The net benefit from the Sudd el Aali Reservoir mentioned in the previous item, shall be divided between the two Republics at the ratio of 14-1/2 for the Sudan and 7- 1/2 for the United Arab Republic so long as the average river yield remains in future within the limits of the average yield referred to in the previous paragraph. This means that, if the average yield remains the same as the average of the previous years of this century which is estimated at 84 Millions, and if the losses of over-year storage remain equal to the present estimate of 10 Millions, the net benefit of the Sudd el Aali Reservoir shall be 22 Millions of which the share of the Republic of the Sudan shall be 14-1/2 Millions and the share of the United Arab Republic shall be 7-1/2 Millions. By adding these shares to their acquired rights, the total share from the net yield of the Nile after the full operation of the Sudd el Aali Reservoir shall be 18-1/2 Millions for the Republic of the Sudan and 55-1/2 Millions for the United Arab Republic.

But if the average yield increases, the resulting net benefit from this increase shall be divided between the two Republics, in equal shares.

5. As the net benefit from the Sudd el Aali (referred to in item 3 Article Second) is calculated on the basis of the average natural yield of the river at Aswan in the years of this century after the deduction therefrom of the acquired rights of the two Republics and the average losses of over-year storage at the Sudd el Aali Reservoir, it is agreed that this net benefit shall be the subject of revision by the two parties at reasonable intervals to be agreed upon after starting the full operation of the Sudd el Aali Reservoir.

6. The United Arab Republic agrees to pay to the Sudan Republic 15 Million Egyptian Pounds as full compensation for the damage resulting to the Sudanese existing properties as a result of the storage in the Sudd el Aali Reservoir up to a reduced level of 182 meters (survey datum). The payment of this compensation shall be affected in accordance with the annexed agreement between the two parties.

7. The Republic of the Sudan undertakes to arrange before July 1963, the final transfer of the population of Halfa and all other Sudanese inhabitants whose lands shall be submerged by the stored water.

8. It is understood that when the Sudd el Aali is fully operated for over-year storage, the United Arab Republic will not require storing any water at Gebel Aulia Dam. And the two contracting parties will in due course, discuss all matters related to this renunciation.

Third

PROJECTS FOR THE UTILIZATION OF LOST WATERS IN THE NILE BASIN

In view of the fact that at present, considerable volumes of the Nile Basin Waters are lost in the swamps of Bahr El Jebel, Bahr El Zeraf, Bahr el Ghazal and the Sobat River, and as it is essential that efforts should be exerted in order to prevent these losses and to increase the yield of the River for use in agricultural expansion in the two Republics, the two Republics agree to the following:

1. The Republic of the Sudan in agreement with the United Arab Republic shall construct projects for the increase of the River yield by preventing losses of waters of the Nile Basin in the swamps of Bahr El Jebel, Bahr el Zeraf, Bahr el Ghazal and its tributaries, the Sobat River and its tributaries and the White Nile Basin. The net yield of these projects shall be divided equally between the two Republics and each of them shall also contribute equally to the costs.

The Republic of the Sudan shall finance the above-mentioned projects out of its own funds and the United Arab Republic shall pay its share in the costs in the same ratio of 50 per cent allotted for her in the yield of these projects.

2. If the United Arab Republic, on account of the progress in its planned agricultural expansion should find it necessary to start on any of the increase of the Nile yield projects, referred to in the previous paragraph, after its approval by the two Governments and at a time when the Sudan Republic does not need such project, the United Arab Republic shall notify the Sudan Republic of the time convenient for the former to start the execution of the project. And each of the two Republics shall, within two years after such notification, present a date-phased programme for the utilization of its share of the waters saved by the project, and each of the said programmes shall bind the two parties. The United Arab Republic shall at the expiry of the two years, start the execution of the projects, at its own expense. And when the Republic of Sudan is ready to utilize its share according to the agreed programme, it shall pay to the United Arab Republic a share of all the expenses in the same ratio as the Sudan's share in benefit is to the total benefit of the projects provided that the share of either Republic shall not exceed one half of the total benefit of the project.

Fourth

TECHNICAL CO-OPERATION BETWEEN THE TWO REPUBLICS

1. In order to ensure the technical co-operation between the Governments of the two Republics, to continue the research and study necessary for the Nile control projects and the increase of its yield and to continue the hydrological survey of its upper reaches, the two Republics agree that immediately after the signing of this Agreement a Permanent Joint Technical Commission shall be formed of an equal number of members from both parties; and its functions shall be:

(a) The drawing of the basic outlines of projects for the increase of the Nile yield, and for the supervision of the studies necessary for the finalising of projects, before presentation of the same to the Governments of the two Republics for approval.

(b) The supervision of the execution of the projects approved by the two Governments.

(c) The drawing up of the working arrangements for any works to be constructed on the Nile, within the boundaries of the Sudan, and also for those to be constructed outside the boundaries of the Sudan, by agreement with the authorities concerned in the countries in which such works are constructed.

(d) The supervision of the application of all the working arrangements mentioned in (c) above in connection with works constructed within the boundaries of Sudan and also in connection with the Sudd el Aali Reservoir and Aswan Dam, through official engineers delegated for the purpose by the two Republics; and the supervision of the working of the upper Nile projects, as provided in the agreements concluded with the countries in which such projects are constructed.

(e) As it is probable that a series of low years may occur, and a succession of low levels in the Sudd el Aali Reservoir may result to such an extent as not to permit in any one year the drawing of the full requirements of the two Republics, the Technical Commission is charged with the task of devising a fair arrangement for the two Republics to follow. And the recommendations of the Commission shall be presented to the two Governments for approval.

2. In order to enable the Commission to exercise the functions enumerated in the above item, and in order to ensure the continuation of the Nile gauging and to keep observations on all its upper reaches, these duties shall be carried out under the technical supervision of the Commission by the engineers of the Sudan Republic, and the engineers of the United Arab Republic in the Sudan and in the United Arab Republic and in Uganda.

3. The two Governments shall form the Joint Technical Commission, by a joint decree, and shall provide it with its necessary funds from their budgets. The Commission may, according to the requirements of work, hold its meetings in Cairo or in Khartoum. The Commission shall, subject to the approval of the two Governments, lay down regulations for the organisation of its meetings and its technical, administrative and financial activities.

Fifth

GENERAL PROVISIONS

1. If it becomes necessary to hold any negotiations concerning the Nile waters, with any riparian state, outside the boundaries of the two Republics, the Governments of the Sudan Republic and the United Arab Republic shall agree on a unified view after the subject is studied by the said Technical Commission. The said unified view shall be the basis of any negotiations by the Commission with the said states.

If the negotiations result in an agreement to construct any works on the river, outside the boundaries of the two Republics, the Joint Technical Commission shall after consulting the authorities in the Governments of the States concerned, draw all the technical execution details and the working and maintenance arrangements. And the Commission shall, after the sanction of the same by the Governments concerned, supervise the carrying out of the said technical agreements.

2. As the riparian states, other than the two Republics, claim a share in the Nile waters, the two Republics have agreed that they shall jointly consider and reach one unified view regarding the said claims. And if the said consideration results in the acceptance of allotting an amount of the Nile water to one or the other of the said states, the accepted amount shall be deducted from the shares of the two Republics in equal parts, as calculated at Aswan.

The Technical Commission mentioned in this Agreement shall make the necessary arrangements with the states concerned, in order to ensure that their water consumption shall not exceed the amounts agreed upon.

Sixth

TRANSITIONAL PERIOD BEFORE BENEFITING FROM THE COMPLETE SUDD EL AALI RESERVOIR

As the benefiting of the two Republics from their appointed shares in the net benefit of the Sudd el Aali Reservoir shall not start before the construction and the full utilization of the Reservoir, the two parties shall agree on their agricultural expansion programmes in the

transitional period from now up to the completion of the Sudd el Aali, without prejudice to their present water requirements.

Seventh

This Agreement shall come into force after its sanction by the two contracting parties, provided that either party shall notify the other party of the date of its sanction, through the diplomatic channels.

Eighth

Annex (1) and Annex (2, A and B) attached to this Agreement shall be considered as an integral part of this Agreement.

Annex 1.

A special provision for the water loan required by the United Arab Republic

The Republic of the Sudan agrees in principle to give a water loan from the Sudan's share in the Sudd el Aali waters, to the United Arab Republic, in order to enable the latter to proceed with her planned programmes for Agricultural Expansion.

The request of the United Arab Republic for this loan shall be made after it revises its programmes within five years from the date of the signing of this Agreement. And if the revision by United Arab Republic reveals her need for this loan, the Republic of the Sudan shall give it out of its own share a loan not exceeding one and a half Millions provided that the utilization of this loan shall cease in November, 1977.

Annex 2.

A

To the Head of the Delegation of the Republic of Sudan

With reference to Article (Second) paragraph 6 of the Agreement signed this day, concerning the full utilization of the River Nile Waters, compensation amounting to 15 Million Egyptian Pounds in sterling or in a third currency agreed upon by the two parties, and calculated on the basis of a fixed rate of \$2.87156 to the Egyptian Pound, shall be paid by the Government of the United Arab Republic, as agreed upon, in instalments in the following manner:

£3 million on the first of January, 1960
£4 million on the first of January, 1961
£4 million on the first of January, 1962
£4 million on the first of January, 1963

I shall be grateful if you confirm your agreement to the above.

...

B

To the Head of the United Arab Republic Delegation

I have the honour to acknowledge receipt of your letter dated today and stipulating the following:

[See Annex 2, A]

I have the honour to confirm the agreement of the Government of the Republic of the Sudan to the contents of the said letter.