

Le Président du Conseil de sécurité présente ses compliments aux membres du Conseil et a l'honneur de transmettre, pour information, le texte d'une **lettre datée du 24 juin 2020**, adressée au Président du Conseil de sécurité, **par le Représentant permanent du Soudan auprès de l'Organisation des Nations Unies**, ainsi que les pièces qui y sont jointes.

Cette lettre et les pièces qui y sont jointes seront publiées comme document du Conseil de sécurité sous la cote S/2020/586.

Le 24 juin 2020

The President of the Security Council presents his compliments to the members of the Council and has the honour to transmit herewith, for their information, a copy of a **letter dated 24 June 2020 from the Permanent Representative of the Sudan to the United Nations** addressed to the President of the Security Council, and its enclosures.

This letter and its enclosures will be issued as a document of the Security Council under the symbol S/2020/586.

24 June 2020

Republic of the Sudan

Permanent Mission to the United Nations
New York
The Permanent Representative



جمهورية السودان
البعثة الدائمة لدى الأمم المتحدة
نيويورك
المندوب الدائم

No: SUN/210/20

June 24, 2020

Excellency,

Upon instructions from my Government, I have the honor to convey to Your Excellency the attached letter from H.E. Ms. Asmaa Mohammed Abdalla, the Minister of Foreign Affairs of the Republic of the Sudan, dated June 24, 2020, on the developments pertaining to the negotiations process on the Grand Ethiopian Renaissance Dam (GERD).

It's to be notified that copy of this letter was forwarded to H.E. Mr. Antonio Guterres, the United Nations Secretary General, for his perusal.

I would be grateful if you, kindly, circulate this letter and its annexes, as a document of the Security Council.

Please, accept, Excellency, the assurances of my highest consideration.

Omer Mohamed A. Siddig
Permanent Representative

*H.E. Mr. Nicolas de Rivière
President of the Security Council,
New York.*

Republic of the Sudan

Ministry of Foreign Affairs

The Minister



جمهورية السودان
وزارة الخارجية
القاهرة

June 24, 2020

Excellency,

I have the honor to write to Your Excellency following on my letter dated 2nd June, 2020, and in relation to the two recent letters sent to you by Egypt and Ethiopia on 19 June 2020, and 22nd June 2020, respectively on the developments pertaining to the negotiations process of the Grand Ethiopian Renaissance Dam (GERD).

In my 2nd June letter, I have stressed the fact that Sudan has always believed in, and advocated regional cooperation and partnership, over the Blue Nile and the River Nile as a whole. I have also indicated that the GERD has the potential of bringing both positive and negative impacts, and it is significantly crucial for the parties to exert all possible efforts in a cooperative spirit to realize the positive impacts, while earnestly collaborating to mitigate the negative ones.

I also reaffirmed the unequivocal commitment and adherence of Sudan to the principles of international water law, especially those relating to the equitable and reasonable use of shared water resources without causing significant harm to others. These principles were confirmed by the three countries in the Declaration of the Principles (DoP) they signed in 2015. I concluded my letter by requesting the Security Council to encourage the parties to refrain from taking unilateral actions and to support Sudan's efforts to immediately resume negotiations in good faith.

Excellency,

I felt obliged to write this letter to update Your Excellency on developments of paramount importance with emphasis on the outcome of the initiative taken by the Prime Minister of Sudan, Dr. Abdalla Hamdok, which aimed at ending the stagnation and convincing the parties to resume the trilateral negotiations. He also invited South Africa, the United States of America, and the European Union as observers, who have kindly attended all the trilateral meetings. You will find

a detailed account of the status of negotiations and outstanding issues in the Annexes to this letter.

A series of six video conference rounds of bilateral technical discussions, and ultimately seven trilateral negotiations, took place from 19th of May, to 17th of June, 2020. During these rounds of talks Sudan succeeded in bringing the divergent views and positions by submitting three consecutive versions of the draft agreement on the filling and operation of the GERD. These drafts are based on the consensus achieved till mid-February 2020 in Washington, as well as the bilateral technical discussions and trilateral negotiations held in May-June 2020.

Towards the end of the negotiations, Sudan was convinced that the parties have made significant progress on major technical issues, while divergence on some fundamental legal issues still persists. Sudan took the appropriate decision of proposing the referral of those pending issues to the level of Prime Ministers who will have the political will to reach an agreement on these issues; hence enabling the negotiating teams to resume negotiations and conclude a comprehensive and binding agreement.

Sudan is of the conviction that its proposals contained in the draft agreement dated June 14, 2020, submitted towards the end of the last round of negotiations, represent the best compromise text as the draft has endeavored to genuinely accommodate the interests and concerns of all the parties. The draft is comprehensive, fair, and balanced, and it paves the way for concluding a comprehensive and final deal. We believe that the three countries should adopt this draft as a base to conclude a final agreement. With the political will and commitment from the parties we can conclude this historic agreement.

Sudan is deeply concerned about Ethiopia decision to start filling the of GERD reservoir in the absence of an agreement. The water of the Sudanese Roseires reservoir, is only 15 km downstream the GERD. With its small size (one tenth of the GERD), unilateral filling of GERD put operation of Roseires, and hence the lives of millions people living downstream at a very high risk.

Therefore, we request the Security Council to consider the following:

- (1) call upon the leaders of the three countries to demonstrate their political will and commitment by resolving the few remaining issues and conclude an agreement.

(2) Call upon the parties to adopt the comprehensive draft Sudan has submitted as the basis for finalizing an agreement.

(3) Discourage all parties from unilateral actions including starting the filling of the reservoir before reaching an agreement.

Sudan believes that the window for reaching an agreement is closing by the hour. Let us all work very hard to mark a historic moment in the Nile region and turn GERD into a trigger for cooperation instead of a cause for conflict and instability.

Your Excellency,

Please accept, Excellency, the assurances of my highest consideration.

Sincerely,



Asmaa Mohammed Abdalla
Minister of Foreign Affairs
Republic of the Sudan

H.E Ambassador Nicolas de Riviere
President of the Security Council
United Nations,
New York

Annex
Grand Ethiopian Renaissance Dam
Sudan's Position

I. Background

Ethiopia is currently in the final phases of constructing the Grand Ethiopian Renaissance Dam (GERD) which is being built across the Blue Nile, at 5 to 15 kilometers from the Sudanese-Ethiopian border; with a storage capacity of 74 Bm³ and installed capacity 6450 MW of hydropower. Once completed, GERD will be the largest in Africa, and among the largest 15 hydroelectric plants in the world. The GERD is located just 100 km upstream of the Roseires dam in Sudan, which is less than 10% the size of GERD (see Attachments 1 and 2).

The Blue Nile is the life line for most of Sudan's 40 million people; it serves 70% of the irrigated land in the country, and as such represents the heart of the agricultural activities on which the country's population and economy are largely dependent.

The GERD has the potential of resulting in both positive and negative impacts to Sudan as further explained below. However, for the positive impacts to be realized, and for the negative impacts to be mitigated, there has to be an agreement in place with Ethiopia on how it intends to fill and operate the GERD, otherwise the GERD stands to cause substantial risks to Sudan.

On the positive side, most the potential positive impacts will result from regulating the water flow of the Blue Nile which, in turn, will control the annual floods during the rainy season, and enable Sudan to better manage its irrigation system. Regulation of the flow will increase the hydropower generation capacity from the existing hydropower plants. Other positive impacts include longer life- time for Sudan's existing dams (with the decrease of sediment load), savings in pumping costs and enhancement of the navigation depth.

On the negative sides, the GERD will completely change the flow regime of the Blue Nile by flattening its hydrograph. With its gigantic size, the GERD poses substantial negative impacts on Sudan if not properly designed, constructed, filled and operated. These impacts range from threatening the lives and safety of millions of Sudanese citizens living directly downstream of the GERD, to the operational safety of the Sudanese dams, to the flood-plain agricultural system of the country, and to the socioeconomic and environmental impacts along the Blue Nile and downstream in the main Nile.

Therefore, while Sudan recognizes the right of Ethiopia to develop its water resources for the benefit and well-being of its citizens, it is vital that Ethiopia does so while ensuring that any potential negative impacts are properly addressed and mitigated, in close consultation and coordination with the downstream riparian countries.

Since 2011, Sudan has participated in all stages of negotiations on the GERD, including organizing the main negotiations rounds in Sudan that culminated in the successful conclusion of the Agreement on the Declaration of Principles on the GERD (DoP). The DoP was signed by the leaders of the three countries in Khartoum, on 23rd March, 2015. The current round of negotiations started in 2018, and in November 2019 the United States and the World Bank joined as observers to support the three riparian countries to reach a final agreement on the filling and operation of the GERD. Unfortunately, negotiations have stalled since February 2020 with escalation in rhetoric statements. Consequently, the Prime Minister of Sudan took the initiative to convince the parties to resume the negotiations for reaching a fair, comprehensive and final agreement. Details of Sudan initiative is given in Part II below.

Sudan believes that the 1997 United Nations Convention on the Law of the Non-Navigational Uses of International Watercourses (UN Convention) reflects and codifies the basic principles of customary international water law which must be adhered to, during the negotiations, to resolve the remaining differences on the GERD. The overarching principle of international water law is cooperation of the riparian states of the shared watercourse. Under this umbrella, the UN Convention lays down, in detail, four main principles to which Sudan fully subscribes: the principle of equitable and reasonable utilization; the obligation not to cause significant harm; notification and exchange of data and information; and the peaceful settlement of disputes.

Walking on the footsteps of the UN Convention, the DoP emphasizes the principle of cooperation in the first of its Articles, and requires the three states “*To cooperate based on common understanding, mutual benefit, good faith, win-win, and principles of international law.*” Furthermore, the same Article requires the three states “*To cooperate in understanding upstream and downstream water needs in its various aspects.*” The DoP then goes on to embrace and elaborate the four ensuing and basic principles of international water law, namely: (i) The Obligation not to cause significant harm, (ii) Equitable and reasonable utilization, (iii) Exchange of Information and Data, and (iv) Peaceful Settlement of Disputes.

Based on the above principles, and throughout the process, Sudan negotiated in good faith and believed in and advocated for a comprehensive agreement inclusive of all three riparian countries. That’s why Sudan refrained from conducting trilateral negotiations in Washington in the absence of Ethiopia, the owner of the Dam. For the benefit of the process, Sudan also refused to endorse an Arab League resolution criticizing Ethiopia. In the same vain, Sudan rejected a proposal by Ethiopia for a partial agreement covering only the first stage filling as we believe any agreement has to be comprehensive and should cover all related issues to the filling and operation of the GERD.

Furthermore, Sudan strongly believes that reaching a comprehensive agreement on the guidelines and rules prior to starting the filling of GERD is extremely necessary and important for all parties; any unilateral decisions on the timing and rules of filling GERD will put millions of lives and communities at risk.

II. Status of Negotiations under the Sudan Initiative

The Prime of Sudan, Dr. Abdalla Hamdock, led an initiative to convince the parties to resume the negotiations and reach a fair, comprehensive and final agreement. With this context, the Prime Minister of Sudan held virtual bilateral meetings with the Prime Ministers of Egypt and Ethiopia on May 19 and 21, 2020 respectively. His efforts lead to the restart of bilateral technical discussions followed by trilateral negotiations.

From May 25 to June 5, 2020 the Sudanese negotiations team, led by Sudan's Minister of Irrigation and Water Resources, held six (6) bilateral technical discussions (three each with Egypt's and Ethiopia's) to prepare for the resumption of the trilateral negotiations.

The Prime Minister of Sudan issued an invitation to three observers, namely, South Africa, the current Chair of the African Union, the United States of America, and the European Union. Following that an invitation was extended by Sudan to all parties including the observers for the resumption of the trilateral negotiations.

From June 9 to 17, 2020 a total of seven (7) trilateral negotiations meetings were held among the parties. During this period Sudan submitted three versions of a compromise draft Agreement for the First Filling and Annual Operations of the GERD, on June 10, 12, and 14, 2020. The June 10, 2020 version was based on the consensus reached up to mid-February, and the June 12 and 14 versions were based on the feedback and suggestions we received from Egypt and Ethiopia during this last round of discussions.

We believe the three parties made significant progress on the main technical issues, mainly the first filling, annual operation, mitigation measures, dam safety, environmental and social issues, coordination mechanism, and data exchange. However, on the legal matters a widening gap emerged on the issues of the binding nature of the legal agreement including amendments and termination. These gaps on the legal matters also include dispute resolution mechanism, and the reference to 1959 water treaty between Egypt and Sudan as well as a demand by Ethiopia to enter into a water sharing agreement within 10 years in accordance with Nile Basin Cooperative Framework Agreement (CFA).

These remaining few issues require a political will and commitment to conclude an agreement. Therefore, Sudan suggested suspension of the trilateral negotiations to allow time for the political leaders of the three countries to try to settle these outstanding legal issues.

III. Sudan Proposed Compromise Agreement of June 14, 2020

Sudan believes that the three countries are closer than ever to reaching an agreement, and that the June 14, 2020 proposed draft Agreement of Sudan (Attachment 3) is a comprehensive, fair, and balanced Agreement which the three countries should adopt as the basis for the final agreement. This draft agreement has been based on the outputs of discussions and negotiations throughout

the previous years since the signature of the DoP in 2015, and up to the last current round of negotiations held by the three countries following the initiative of the Prime Minister of Sudan in June 2020.

The following parts describe in details how our proposal addresses the various legal and technical issues:

(1) Objective and Scope:

The Sudan proposal defines and limits the objectives of the agreement to the “*guidelines and rules governing the filling and operation of the Grand Ethiopian Renaissance Dam*”. In addition, the proposal makes it clear that the agreement is “*not intended to be, and shall not be interpreted or applied as, an allocation of the waters of the Blue Nile among the Parties.*” These provisions are intended to ring-fence the agreement, and provide an assurance that its scope and limits shall never exceed the boundaries of filling and operating the GERD. They also provide protection against any interpretation of the agreement as a water-allocation treaty among the parties.

(2) Relationship to Pre-Existing Treaties and Future Development:

The Sudan proposal does not make any reference to any pre-existing water treaties to ensure that no party, by signing the agreement, is impliedly or inadvertently considered to have recognized an agreement to which it is not a party. The proposal goes on to state that the agreement “*shall not prejudice the rights of any of the three countries in existing and future developments upstream and downstream of the GERD.*”

(3) Filling of the GERD

The filling of the GERD is based on two basic principles, (a) It is carried out in stages, to minimize reduction of river flow downstream, as well as to follow the construction schedule; in this way, there will be minimum loss of hydropower generation, and minimum downstream impacts, and (b) the filling is accelerated or decelerated in accordance with the amount of water in the river. The later depends on the amount of rainfall over the Ethiopian highlands. To avoid competition with the small reservoirs in Sudan, the filling is carried out during July and August, and possibly in September, if the water level during that month is above average. Therefore, formulas and tables were developed accordingly to ensure filling of the GERD in stages, depending on rainfall, and hence the flow in the river.

(4) Long-Term Operations

Once the GERD is filled for the first time, i.e., reaching level 625m with a capacity of 49.3 Bm³, then the normal operation is straightforward to maximize hydropower generation. In that, the GERD is filled seasonally during flood season (July, August, and possibly September), to reach maximum level of 640 m (capacity of 74 BM³), before it starts emptying to generate hydropower during the following months. To maximize

hydropower generation, the GERD waits for the next flood season at the minimum operation level of 625m.

To sustain the environmental system downstream the GERD, a minimum release of 300 m³/s is always ensured. It may happen in the future that, the GERD level drops significantly because of drought in the basin, in particular if it is succession of dry years. In that case, the refilling follows the same criteria in (3) above.

(5) Mitigation Measures

Drought and prolonged drought periods are expected as natural phenomena. In accordance with the first principle of the Declaration of Principles (DoP), the Sudan proposal adopts drought mitigation measures that benefits from reserved storage at GERD. The later releases water for hydropower generation, which can also serve as drought mitigation measures if properly planned. In that part of the strategic reserved storage at the GERD is released through the turbines during drought conditions. The Sudan draft proposal adopts feasible thresholds to define drought, and percentages of reserved storage to be released, both during filling and operation of the GERD. However, the case of prolonged (semi) dry years, and how to deal with it, are still under discussion by the three countries.

(6) Environmental and Social Impact

The Sudan draft proposal contains the obligation on all three Parties to complete the environmental and social impact assessments which have been delayed. These studies are important to identify and assess the impacts, and identify appropriate mitigation measures. The draft proposal states “The Parties shall carry out the relevant transboundary environmental and social impact assessments, and address the recommendations of these studies following their approval”.

(7) Dam Safety Measures:

The Sudan draft proposal ensures that appropriate dam safety measures, to be followed and kept updated, are defined according to well established procedures and best practices. These procedures and practices include: risk evaluation and management, surveillance and monitoring, emergency preparedness, documentation and periodic third-party dam safety reviews. “Information and documents necessary for the safety of downstream communities and reservoirs” are required to be shared with other parties. Daily exchange of data between the GERD and the Roseires dam in Sudan are required to enable safe operation of the Roseires dam, which reservoir is only few 100 kilometers from the GERD. Special notification and coordination are required in case of emergency related to the GERD, in addition to the requirement on the dam owner “to immediately take all practicable measures to prevent, mitigate, and eliminate the harmful effects of the

Emergency.” In order to allow for safety of the earth embankments of the Roseires dam, the daily change of release from GERD is limited to prevent significant water level fluctuations.

(8) Data Exchange

The draft proposal of Sudan adopted a reciprocal data exchange mechanism on monthly basis between the GERD and downstream reservoirs to monitor and verify the implementation of the agreement. However, and because of the proximity of the Roseires dam to the GERD, daily data is to be exchanged reciprocally between the two dams. This is crucial to ensure safe operation of the small size reservoir of Roseires (one tenth of GERD).

(9) Coordination

The Sudan proposal adopts two levels coordination mechanism to be established by the three countries. First, the Technical Coordination Committee (TCC), which role is to monitor and verify the implementation of the rules governing the filling and operation of the GERD. The TCC meets 4 times a year. Then a higher level committee composed of the Ministers of Water from the three countries supervises and guides the work of the TCC. The MC and TCC may invite additional participants on a meeting-by-meeting basis in accordance with their rules of procedure.

(10) Dispute Resolution

The Sudan proposal adopts a gradual dispute resolution mechanism which incorporates technical, political, and finally legally binding options. First the Technical Coordination Committee (TCC) will try to resolve any dispute related to the implementation of the agreement, if they fail then issue will be submitted to the Ministerial Council (MC), and if it is not resolved then the issue will be escalated to the Heads of State. Finally, if the Heads of State are unable to find a solution then the issues will be submitted to an arbitral tribunal to issue a final and binding report.

IV. Outstanding Issues

Throughout the negotiation process, and up to the last trilateral meeting of 17 June 2020, there has been convergence among the three countries on most of the issues elaborated in Part III above. However, there remains some difference in some technical and legal issues, these include:

(1) Technical issues

(a) **Dry Years:** this issue relates to the question of how could the GERD supports the downstream system if the flow is below average, but still above the criteria for drought.

The Sudan proposal acknowledges the importance of this point, but left it for the TCC to discuss and agree on the details.

(b) **Annual Operation Rule:** it is important to share the average (standard) “*annual operation rule*”, with Roseires reservoir to be able to plan water usages downstream. However, the dam owner adjusts this average rule every year, and also can be further adjusted, later in the year, around October. The Sudan proposal includes sharing of the average “*annual operation rule*” in the draft agreement.

(c) **Daily Variation of Release:** Since the Roseires reservoir is very small compared to the GERD (one tenth), it is important to limit the daily changes of the release from the GERD to ensure safe operation of Roseires. Sudan proposals define this as 200 Mm³/day, while Ethiopia proposes 400 Mm³/day.

(d) **Refilling Rules:** If excessive drought occurs in the future, (like the mid 1980's), it is most likely that both big dams HAD and GERD drop to their minimum operation level. The Sudan proposal assumes and suggests that the refilling of the GERD will be similar to the initial filling given in (3) above. However, further modifications can also be discussed and agreed to by the TCC.

(2) Legal issues

(a) **The Binding Nature of the Agreement:** the Sudan proposal ensures that the agreement to be signed will be legally binding and cannot be amended or terminated without the agreement of all three parties. However, Ethiopia is proposing a document that is “guidelines” in nature, and which can be revised easily, and in some cases would even terminate automatically if the Parties do not agree to certain revisions.

(b) **Reference to Water-Sharing Agreement:** Ethiopia insists on inserting a provision to mandate that the three countries reach a water-sharing agreement within 10 years in accordance with the Cooperative Framework Agreement (CFA), an agreement which is not signed by Sudan. We believe that the issue of water-sharing is outside the objective and scope of the agreement, and it also involves the other riparian countries of the Nile River. In addition, Ethiopia also insists in inserting a statement stating that it does not recognize a 1959 bilateral treaty between Egypt and Sudan even though that treaty has nothing to do with the agreement being negotiated.

(c) **Dispute Resolution Mechanism:** Ethiopia would like to limit the dispute resolution mechanism to only technical and political means, and a binding and conclusive process. On the other hand, Sudan proposed to include a gradual system of technical, political, and finally legal as we described above. We believe that having a conclusive and binding dispute resolution process is crucial to the sustainability of any agreement to be reached.

V. Conclusion and Recommendations

Sudan believes that the three countries are very close to concluding a comprehensive deal, and that the June 14, 2020 proposal of Sudan is a comprehensive, fair, and balanced Agreement which the three countries should adopt as the basis for their agreement. With the political will and commitment from the parties we can conclude this historic agreement.

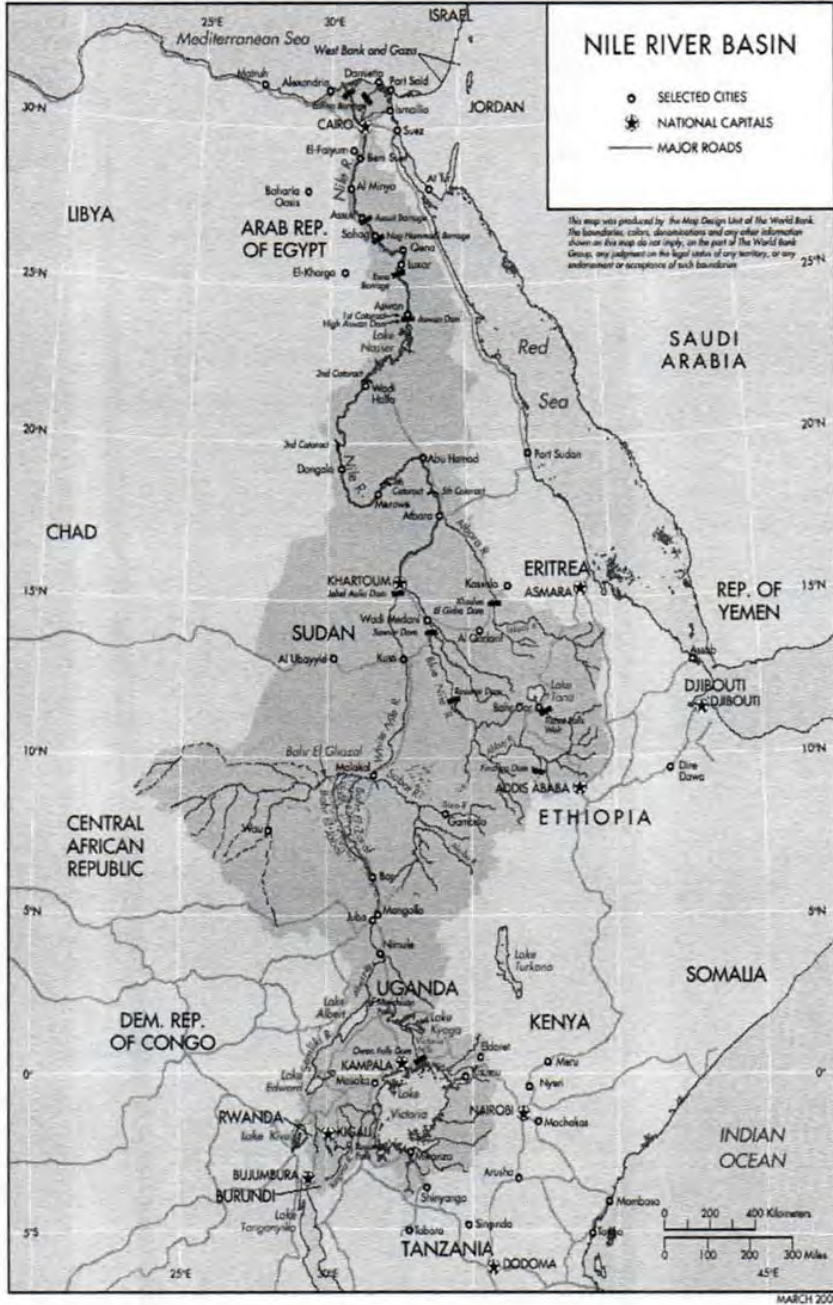
Therefore, we request the Security Council to consider the following:

- (1) Call upon the leaders of the three countries to demonstrate their political will and commitment by resolving the few remaining issues and conclude an agreement.
- (2) Call upon the parties to adopt the comprehensive draft Sudan has submitted as the basis for finalizing an agreement.
- (3) Discourage all parties from unilateral actions including the filling of the reservoir before reaching an agreement.

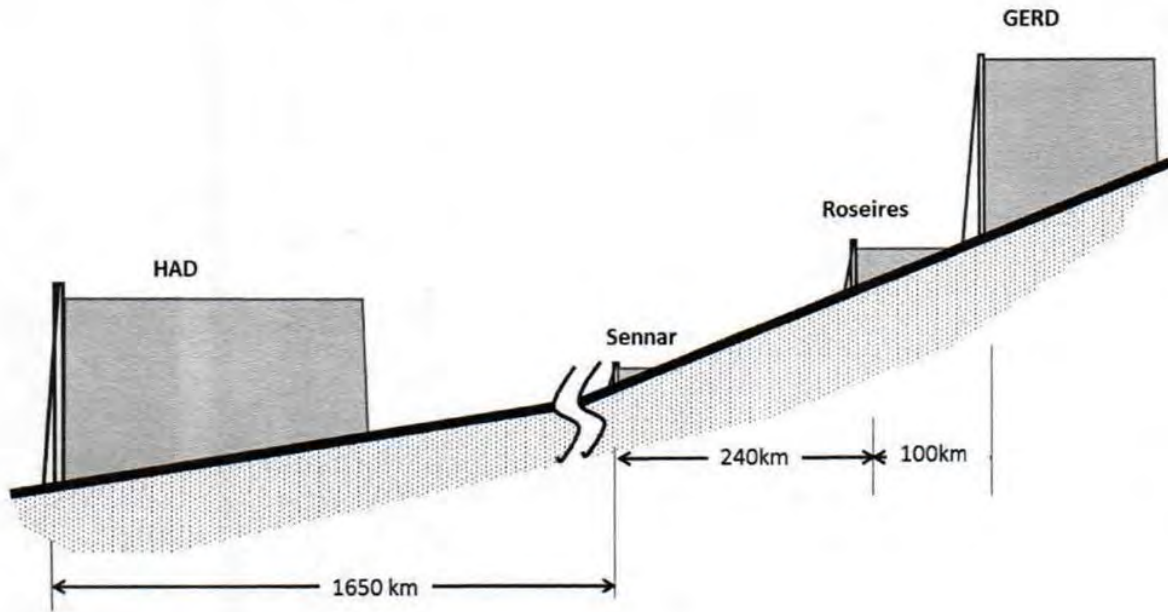
Sudan believes that the window for reaching an agreement is closing by the hour. Let us all work very hard to mark a historic moment in the Nile region and turn GERD into a trigger for cooperation instead of a cause for conflict and instability.

Attachment 1: Map of the Nile Basin

IBRD 30765



Attachment 2: Schematization of Dams to Show Relative Size, and Distances



Attachment 3

Sudan Compromise Proposal

Dated

June 14, 2020

“Draft Agreement on Guidelines and Rules for the
First Filling and Annual Operation of
the Grand Ethiopian Renaissance Dam

Confidential Draft

June 14, 2020

**Agreement on Guidelines and Rules for the First Filling and Annual Operation
of the Grand Ethiopian Renaissance Dam**

The governments of The Arab Republic of Egypt, The Federal Democratic Republic of Ethiopia, and The Republic of the Sudan (each referred to as a “Party” and collectively as “Parties”),

Reaffirming the Agreement on Declaration of Principles (DOP) between The Arab Republic of Egypt, The Federal Democratic Republic of Ethiopia, and The Republic of the Sudan On the Grand Ethiopian Renaissance Dam Project of 23 March 2015, the object and purpose of which was to provide general principles to guide and facilitate the process of concluding the present Agreement on Guidelines and Rules for the Filling and Operation of the Grand Ethiopian Renaissance Dam (the “Agreement”),

Have concluded this Agreement, which consists of the following Articles and Annexes which constitute an integral part thereof:

**Article 1
Definitions**

For the purposes of this Agreement,

- (a) “**BCM**” means billion cubic meters.
- (b) “**Dam Safety Measures**” mean the appropriate measures and instruments developed for the safety of GERD operations including: (a) operations and maintenance manuals; (b) risk evaluation and management analysis; (c) surveillance and monitoring plans; (d) emergency preparedness plans; and (e) periodic dam safety reviews by a panel of experts.
- (c) “**Emergency**” means a situation that causes, or poses an imminent threat of causing, serious harm to any of the Parties, and that results suddenly from natural causes or human conduct.
- (d) “**Flow**” means the total volume of water entering the GERD reservoir in any given Hydrological Year.
- (e) “**GERD Level**” means the level of the GERD reservoir at the beginning of any given Hydrological Year.
- (f) “**Grand Ethiopian Renaissance Dam**” or “**GERD**” means the roller-compacted concrete gravity dam on the Blue Nile in Ethiopia and auxiliary structures including the saddle dam located at the GERD.

- (g) “**Hydrological Year**” means the period from July 1 to June 30 the following year.
- (h) “**Minimum Environmental Release**” means release from the GERD required to sustain freshwater ecosystems and the livelihoods that depend on these ecosystems.
- (i) “**m.a.s.l.**” means meters above mean sea level.
- (j) “**Normal Operation**” means operation of the GERD after the completion of the First Filling specified in this Agreement;
- (k) “**Roseires Dam**” means the concrete and earth dams and other auxiliaries at the Roseires Dam in Sudan.
- (l) “**Quantile**” means the probability of annual Flow at GERD as ranked from the largest to the smallest value - wherein each corresponding annual Flow value is equaled or exceeded.

Article 2 Objective

This Agreement establishes the guidelines and rules governing the filling and operation of the Grand Ethiopian Renaissance Dam.

Article 3 General Principles

3.1. The implementation of this Agreement shall be governed by the principles of international law in particular the principles of equitable and reasonable utilization of transboundary watercourse, the obligation not to cause significant harm, and cooperation.

3.2. This Agreement is not intended to be, and shall not be interpreted or applied as, an allocation of the waters of the Blue Nile among the Parties.

3.3. This Agreement shall not prejudice the rights of any of the Parties in existing and future developments upstream and downstream of the GERD in accordance of the principles of international law.

Article 4 Filling

4.1. Filling of the GERD shall be carried out in stages and may be accelerated or decelerated in accordance with the hydrological condition and following the rules, and the filling schedules set out in Annexes A, B and C.

4.2. Filling of the GERD shall be carried out during the wet season generally from July to August and may continue in September if the flow in September is above the average (Q50 of the flow in September).

- 4.3 The GERD will operate with a Minimum Environmental Release of 300 m³/s.
- 4.4 The acceleration referred to in Section 4.1 shall not exceed 50% of the additional flow above the average of 49 BCM (Q50) in addition to the incremental retained water in Annex B.
- 4.5 The following rules shall apply in filling of the GERD during Drought, Prolonged Drought, Prolonged Period of Dry Years:
- (a) Drought: if, in any hydrological year, the Flow at the GERD is less than 37 BCM (Q92) then the minimum release from the GERD will take place pursuant to the rules set out in Annex C.
 - (b) Prolonged Drought: if, the average Flow at the GERD over the preceding four (4) hydrological years is less than 37 BCM (Q92), then in addition to the annual release indicated in Annex C, the TCC shall discuss and agree on additional releases if the GERD Level is above 605 m.a.s.l.
 - (c) Prolonged Period of Dry Years: if, the average Flow at the GERD over the preceding four (4) hydrological years is between 38 BCM (Q90) and 40 BCM (Q85), then in addition to the annual release indicated in Annex C, the TCC shall discuss and agree on additional releases if the GERD Level is above 605 m.a.s.l.
- 4.6 Filling stage shall be completed if the GERD level reaches 625 m.a.s.l. at the end of any given Hydrological Year.
- 4.7 If, due to hydrological conditions or considerations relating to hydropower production and demand, Ethiopia deems it necessary to undertake minor adjustments in the rules or values set out in Annexes A, B, and C Ethiopia may do so, and immediately inform the TCC.

Article 5

Normal Operation

- 5.1 In normal hydrological conditions the GERD will operate mainly between 625 m.a.s.l. and 640 m.a.s.l.
- 5.2 Annual filling during operation of the GERD will be carried out in July and August and may continue in September if the Flow in September is above the average (Q50) of the flow in September).
- 5.3 The GERD will operate with a Minimum Environmental Release of 300 m³/s.
- 5.4 The following rules shall apply in Normal Operations during Drought, Prolonged Drought, Prolonged Period of Dry Years:

(a) Drought: if, in any hydrological year, the Flow at the GERD is less than 37 BCM (Q92) then the minimum release from the GERD will take place pursuant to the rules set out in Annex C.

(b) Prolonged Drought: if, the average Flow at the GERD over the preceding four (4) hydrological years is less than 37 BCM (Q92), then in addition to the annual release indicated in Annex C, the TCC shall discuss and agree on additional releases if the GERD Level is above 605 m.a.s.l.

(c) Prolonged Period of Dry Years: if, the average Flow at the GERD over the preceding four (4) hydrological years is between 38 BCM (Q90) and 40 BCM (Q85), then in addition to the annual release indicated in Annex C, the TCC shall discuss and agree on additional releases if the GERD Level is above 605 m.a.s.l.

5.5. If, due to hydrological conditions or considerations relating to hydropower production and demand, Ethiopia deems it necessary to undertake minor adjustments in the rules or values set out in Annex C, Ethiopia shall request an urgent meeting of the TCC which shall consider the proposed adjustments.

5.6. Refilling of the GERD to Normal Operation shall follow the provisions of Article 4 above.

Article 6 Coordination Mechanism

6.1 The three countries shall establish a coordination mechanism composed of a Ministerial Committee (MC) and the TCC.

6.2 The MC shall be comprised of each Party's Minister in charge of water affairs. The TCC shall be comprised of three (3) representatives from each Party assigned by the Minister in charge of water affairs. The MC and TCC may invite additional participants on a meeting-by-meeting basis in accordance with their rules of procedure.

6.3 The MC shall:

(a) provide strategic guidance and promote cooperation and coordination on matters related to implementation of this Agreement;

(b) resolve issues that may arise in the interpretation, application, amendment, and implementation of this Agreement in accordance with Article 10; and

(c) adopt its own rules of procedure; and approve the TCC's rules of procedure.

6.4 The TCC shall:

- (a) facilitate cooperation and coordination on issues related to the implementation of this Agreement;
- (b) resolve issues that may arise in the interpretation, application, amendment and implementation of this Agreement in accordance with Article 10;
- (c) develop its rules of procedure for approval by the MC;
- (d) facilitate the exchange of data and information as provided for under this Agreement;
- (e) develop and implement a system for the validation of such data, relying wherever possible and appropriate, on information technology, collection and monitoring systems agreed and maintained collectively by the Parties;
- (f) monitor and verify the implementation of the rules governing the filling and operation of the GERD;
- (g) undertake any coordination of the forecasting of hydrological conditions by each of the Parties as may be agreed, and
- (h) undertake such other activities as may be agreed upon by the MC.

6.5 The TCC shall:

- (a) hold its first meeting in Addis Ababa, not later than 45 days following the entry into force of this Agreement during which it shall prepare its rules of procedure for approval by the MC,
- (b) hold subsequent meetings on a rotational basis; and
- (c) meet every year on quarterly basis, at the beginning of July, during the final week of October, at the beginning of the calendar year, and during the final week of March of every year, and as otherwise agreed by the TCC in accordance with its rule and procedures.

Article 7
Data Exchange

7.1 The Parties agree the following data will be reciprocally exchanged:

- (a) Monthly time step (daily aggregated) data on the following:
 - i. Flow at the GERD and downstream reservoirs
 - ii. water quality in the GERD reservoir, and downstream reservoirs and
 - iii. meteorological data at the GERD reservoir and downstream reservoirs.

(b) Daily time step data on the following:

- i. water level at the GERD reservoir, and
- ii. water release from the GERD reservoir.

(c) Daily time step data on the following, to be exchanged reciprocally between Ethiopia and Sudan:

- i. water level at the GERD reservoir and the Roseires reservoir, and
- ii. water release from the GERD reservoir and the Roseires reservoir.

7.2 The data referred to in Article 7.1 shall be transmitted on a monthly basis by the relevant Party to the other Parties, through the TCC, except that the data referred to in Article 7.1(c) shall be transmitted on a daily basis.

7.3 Each Party's Minister in charge of water affairs will designate focal points for the transmission and receipt of data as provided above.

Article 8 Dam Safety and Emergency Situations

8.1 Each Party shall ensure the safety of its dams.

8.2 Ethiopia shall ensure that Dam Safety Measures are kept up to date and shared with and discussed by the TCC.

8.3 Ethiopia shall share with the other Parties information and documents necessary for the safety of downstream communities and reservoirs.

8.4 Ethiopia shall complete vegetation clearance in accordance with the stages of reservoir filling and the applicable environmental management plans.

8.5 Whenever a Party becomes aware of any water quantity or quality problems they believe to be arising from the GERD and constituting an Emergency that requires an immediate response, it shall notify the other Parties and the MC shall convene without delay in order to discuss and put in place appropriate remedial action.

8.6 Nothing in the preceding paragraph shall be deemed to delay the obligation of a Party within whose territory an Emergency arising from the GERD occurs or on whose territory the impact of the Emergency occurs or is anticipated to occur to immediately take all practicable measures to prevent, mitigate, and eliminate the harmful effects of the Emergency.

8.7 To provide for the safety of the Roseires dam the daily change in the release from the GERD should be less than 200 Mm³/day.

Article 9
Environmental and Social Impact Assessments

The Parties shall carry out the relevant transboundary environmental and social impact assessments, and address the recommendations of these studies following their approval by the MC.

Article 10
Dispute Settlement

10.1 In the event of a dispute concerning the interpretation, application, or implementation of the Agreement, any of the Parties may request the holding of negotiations through the TCC to settle the dispute. The TCC may rely upon the advice and support of technical experts as appropriate to support its negotiations.

10.2 If, after thirty (30) days of a request to negotiate by any of the Parties, the TCC is unable to resolve the dispute, any of the Parties may refer the dispute to the MC, which may rely upon the advice and support of technical experts as appropriate to support its consideration of the dispute. If after 30 days of the referral of the dispute to the MC, the dispute is not settled, any of the Parties may refer the dispute to the Parties' Heads of State for consideration.

10.3 If, after thirty (30) days of the referral of the dispute to the Heads of States, the dispute is not settled, any of the Parties may refer the dispute to an arbitral tribunal. The arbitral tribunal shall be composed of five members. Within 30 days of notification of referral of the dispute by any of the Parties to the arbitral tribunal, each Party shall appoint one member to the arbitral tribunal. The Secretary General of the Permanent Court of Arbitration shall appoint the remaining two members, both of whom shall not be nationals of any of the Parties, and shall designate the Chairperson of the arbitral tribunal from those two members. If any of the Parties do not appoint a member to the arbitral tribunal, the Secretary General of the Permanent Court of Arbitration shall, within two weeks, appoint the requisite number of members, who shall be non-nationals of the Parties, to complete the composition of the arbitral tribunal.

10.4 The arbitral tribunal shall, by simple majority, adopt its own rules of procedure. If within four weeks of the establishment of the arbitral tribunal, the panel is unable to adopt the rules of procedure, the applicable rules of procedure shall be the 2012 Arbitration Rules of the Permanent Court of Arbitration, except in matters governed by this Agreement.

10.5 The arbitral tribunal shall adopt, by simple majority, its award within ninety (90) days of the appointment of the Chairperson. The award shall include findings regarding the facts of the dispute and conclusions regarding the means of settling the dispute, including, if necessary, conclusions on adequate reparations. The report of the arbitral tribunal shall be final and binding.

10.6 The Secretary General of the Permanent Court of Arbitration shall, in consultation with the TCC, maintain a roster of non-nationals of the parties and who may be appointed to the arbitral tribunal pursuant to Article 10.3.

10.7 The Parties involved shall bear the costs of the dispute resolution process. The arbitral tribunal may redistribute the final cost based on its rules and procedures.

Article 11 Signature and Entry into Force

11.1 The Ministers in charge of water affairs of the three states, being duly authorized by their respective governments, have affixed their signatures onto and concluded this Agreement.

11.2 This Agreement shall enter into force upon the exchange of the last instrument among the Parties noting the completion of their constitutional procedures and expressing their approval of and evidencing their consent to be bound by this Agreement, which shall be communicated through diplomatic channels.

11.3 The Parties undertake to complete their constitutional procedures and exchange instruments expressing their approval of and evidencing their consent to be bound by this Agreement within three months of the signature of this Agreement.

Article 12 Provisional Application

This Agreement shall be applied provisionally upon signature until its entry into force upon the exchange of instruments of ratification by the Parties, which they undertake to complete within three months of the conclusion of this Agreement.

Article 13 Review and Amendment

13.1 This Agreement shall be reviewed by the Parties every 10 years after the entry into force of the Agreement.

13.2 The quantiles included in Annex C shall be reviewed and may be amended by the Parties on the basis of the updated historical data of the hydrological conditions of the Blue Nile at the GERD site every 10 years after the entry into force of the Agreement.

13.3 Any of the Parties may propose amendments to the Agreement, which shall be submitted to and may be agreed upon by the Parties.

13.4 Amendments to the Agreement shall enter into force in accordance with same procedures set out in Article 11.2.

Article 14 Reservations

This Agreement does not lend itself to partial application, therefore reservations to this Agreement shall not be made.

Article 15
Termination

This Agreement shall only be terminated upon the entry into force of a subsequent agreement among the Parties that provides for termination of this Agreement.

[SIGNATURE BLOCK]

Done in [place] on [date] in one original in the English language.

Grand Ethiopian Renaissance Dam

Stage I Filling

Stage I Filling (to 595 m.a.s.l. level of GERD)	Incremental Retention
Hydrological Year 1	4.9 BCM
Hydrological Year 2	13.5 BCM (18.4 BCM total)
Definition of Drought	31 BCM
Release Rule	Lower of 31 BCM or Flow
Postponement of Stage I	If Flow is less than 31 BCM, Stage I will be postponed to the following Hydrological Year

The Grand Ethiopian Renaissance Dam
Stage Based Filling Plan

Stage	Target Levels of Stages in GERD (m)	Incremental Retained Water at the End of June (BCM)	Cumulative Retained Water at the End of June (BCM)
1	565	4.9	4.9
	595	13.5	18.4
2	608	10.5	28.9
3	617	10.4	39.3
4	625	10.0	49.3

**Drought Conditions Release Matrix
(Release in BCM)**

**Flow of River
BCM**

GERD Level		37	36	35	34	33	32	31	30	29	28	27	26	25	24	23	22	21	20
BCM	m																		
49.3 BCM	625 m	36.25	36.25	36.25	36.25	36.21	36.15	36.07	35.97	35.85	35.71	35.55	35.37	35.17	34.95	34.71	34.45	34.17	34.04
46.2 BCM	623 m	36.30	36.20	36.10	36.00	35.86	35.70	35.52	35.32	35.10	34.86	34.60	34.32	34.02	33.70	33.36	33.00	32.62	32.39
43.1 BCM	620 m	36.35	36.15	35.95	35.75	35.51	35.25	34.97	34.67	34.35	34.01	33.65	33.27	32.87	32.45	32.01	31.55	31.07	30.74
40.1 BCM	618 m	36.38	36.08	35.78	35.48	35.14	34.78	34.40	34.00	33.58	33.14	32.68	32.20	31.70	31.18	30.64	30.08	29.50	29.07
37 BCM	615 m	36.41	36.01	35.61	35.21	34.77	34.31	33.83	33.33	32.81	32.27	31.71	31.13	30.53	29.91	29.27	28.61	27.93	27.40
33.9 BCM	613 m	36.43	35.93	35.43	34.93	34.39	33.83	33.25	32.65	32.03	31.39	30.73	30.05	29.35	28.63	27.89	27.13	26.35	25.72
30.8 BCM	610 m	36.46	35.86	35.26	34.66	34.02	33.36	32.68	31.98	31.26	30.52	29.76	28.98	28.18	27.36	26.52	25.66	24.78	24.05
27.7 BCM	607 m	36.50	35.80	35.10	34.40	33.66	32.90	32.12	31.32	30.50	29.66	28.80	27.92	27.02	26.10	25.16	24.20	23.22	22.39
26.3 BCM	605 m	36.52	35.77	35.03	34.28	33.49	32.69	31.86	31.01	30.15	29.26	28.36	27.43	26.48	25.52	24.53	23.53	22.50	21.62