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**Letter dated 11 June 2021 from the Permanent Representative of
Egypt to the United Nations addressed to the President of the
Security Council**

Upon instructions from my Government, I would like to convey to you a letter from Sameh Shokry, the Minister for Foreign Affairs of the Arab Republic of Egypt, regarding the latest developments related to the Grand Ethiopian Renaissance Dam (see annex).

I should be grateful if you would kindly circulate the present letter and its annex as a document of the Security Council.

(Signed) Mohamed **Edrees**
Permanent Representative of Egypt
to the United Nations



Annex to the letter dated 11 June 2021 from the Permanent Representative of Egypt to the United Nations addressed to the President of the Security Council

I am writing further to my letter addressed to the President of the Security Council dated 13 April 2021 on the question of the Grand Ethiopian Renaissance Dam (GERD).

It is regrettable that I find it necessary to, once again, inform the Security Council that negotiations on the GERD are at an impasse and that Ethiopia remains intent on imposing a fait accompli on Egypt and the Sudan by continuing to impound the waters of the Blue Nile to fill the GERD reservoir. The failure of negotiations on the GERD, the unilateral filling and operation of this dam, and its potential adverse effects on downstream States and communities could precipitate a situation that threatens peace, security and stability throughout the Nile basin and the Horn of Africa.

In June 2020, exactly one year ago, the Security Council convened a session under the agenda item titled “Peace and security in Africa”, to deliberate on the question of the GERD, during which the international community recognized the dangers that inhere in the continued unilateral filling and operation of the GERD. The members of the Council also expressed optimism that negotiations led and facilitated by the African Union could produce a breakthrough and broker a settlement to the question of the GERD.

Unfortunately, throughout a year of faltering negotiations, the African Union-led process was obstructed by Ethiopian intransigence. Despite the tireless efforts of President Cyril Ramaphosa of South Africa, during his tenure as Chairperson of the African Union, and the unwavering commitment of President Félix Tshisekedi of the Democratic Republic of the Congo, the current Chairperson of the African Union, to advance the negotiations, the African Union-led process failed to generate any meaningful progress towards finalizing a text of a legally binding agreement on the filling and operation of the GERD. Indeed, over two months have elapsed since the last ministerial meeting on the GERD that was held in Kinshasa, Democratic Republic of the Congo, on 4 and 5 April 2021, during which Ethiopia effectively prevented the resumption of negotiations.

More troublingly, Ethiopia has declared its intention to continue the filling of the GERD in the upcoming weeks. This is an act of unilateralism that Egypt categorically rejects, and which constitutes a serious breach of Ethiopia’s obligations under customary and conventional international law, including the 2015 agreement on the Declaration of Principles, and is also inconsistent with the spirit of African solidarity and the principles of comity and good-neighbourliness.

The responsibility for the failure of the African Union-led process lays squarely with Ethiopia. Throughout the previous year, Ethiopia undermined the African Union-led negotiations by adopting substantively intransigent positions and a procedurally unconstructive attitude. Ethiopia failed to comply with the decisions of the African Union Bureau that clearly stipulated that the objective of the negotiations is the conclusion of a legally binding and comprehensive agreement on the filling and operation of the GERD. Specifically, Ethiopia continues to refuse to sign a legally binding instrument, and has proposed limiting the negotiations to agreeing to the filling of the GERD and suggested establishing a data exchange and technical cooperation mechanism instead of elaborating rules for the filling and operation of the GERD.

While these Ethiopian proposals may, *prima facie*, appear constructive, the reality is that these positions reflect a desire to reach an unbalanced, one-sided arrangement that secures all the benefits of the GERD for Ethiopia, while providing virtually no protections to the interests of downstream States. Reaching an agreement limited to the filling of the GERD would enable Ethiopia to impound 50 billion cubic metres of water and commence the production of hydropower, without instituting any effective mechanisms to mitigate the long-term adverse effects of either the filling or operation of the GERD. To prevent the infliction of harm on downstream States, it is essential to establish operational rules to mitigate the potentially ravaging impact of droughts and to ensure the safety of downstream hydropower facilities. In the absence of these technical elements, any agreement on the filling of the GERD would be patently unfair, iniquitous, and would imperil the interests of downstream States.

Similarly, it is implausible to establish data exchange or technical cooperation mechanisms in the absence of rules to govern the filling and operation of the GERD. Indeed, the very purpose of those mechanisms is to monitor compliance with the terms of an agreement and to ensure that the filling and operation of the GERD proceed in accordance with the technical rules governing these processes. Therefore, in the absence of agreed rules on the filling and operation, establishing data exchange or technical cooperation mechanisms would only serve to legitimize Ethiopia's policy of unilateralism and its filling of the GERD without an agreement with its downstream co-riparians.

Moreover, as I detailed in my letter of 13 April 2021, Ethiopia derailed attempts to relaunch the African Union-led negotiations. During the latest ministerial meeting in Kinshasa, Ethiopia rejected every proposal tabled by Egypt and the Sudan to augment the African Union-led process and ensure its success by enabling the Chairperson of the African Union and our international partners, namely the European Union, the United States of America and the United Nations, to become actively engaged in the negotiations to assist the three parties in reaching an agreement. Despite claiming to support an enhanced role for the African Union and our international partners, the reality is that Ethiopia refuses to engage in an efficacious process of negotiations that has the potential to yield positive results. Instead, Ethiopia is seeking to enmesh the downstream States in endless, ineffectual and inconclusive negotiations while it unilaterally fills and operates the GERD and places Egypt and the Sudan in the position of having to acquiesce to an irreversible fait accompli.

The negotiations on the GERD have, thus far, failed, not owing to disagreements on technical matters or questions of dam engineering, but because the issue is ultimately political. Throughout a decade of negotiations, Ethiopia has neither shown nor exercised the requisite political will to conclude an agreement on the GERD that is fair, balanced and mutually beneficial.

This has been evidenced by Ethiopia's positions during the successive rounds of negotiations that have been held on the GERD. Ethiopia has consistently rejected Egypt's proposals that were predicated on the applicable principles of international law and that sought to reach an equitable, win-win agreement that ensures that Ethiopia will achieve its developmental objectives, while minimizing the harmful downstream effects of the GERD. Indeed, Egypt submitted countless proposals that guaranteed that Ethiopia will generate hydropower from the GERD expeditiously, efficiently, and sustainably in all hydrological conditions, including during periods of severe and prolonged droughts.

Ethiopia also rejected proposals and draft agreements developed by our international partners who attempted to assist the three countries in reaching an agreement. For instance, Ethiopia withdrew from the negotiations that were

facilitated by the United States of America and the World Bank during 2020 and that led to the drafting of a comprehensive agreement on the filling and operation of the GERD that preserves the rights, equities and interests of the three parties, which Egypt initialled as a show of good faith.

Failure to reach an agreement on the GERD owing to Ethiopia's intransigence and its unilateral filling and operation of this mega-dam, which is the largest hydropower facility in Africa, could have significant, if not disastrous, socioeconomic impacts on Egypt.

As detailed in the attached aide-memoire (see enclosure), despite Egypt's ongoing efforts to take precautionary measures to mitigate the deleterious effects of the filling and operation of the GERD, every aspect of life in Egypt could be adversely affected due to the cumulative impact of the unilateral filling and operation of the GERD. It is, therefore, imperative that a reasonable and equitable agreement is reached on the GERD that mitigates the impact of this dam and protects Egypt and the Sudan against its potential effects.

Furthermore, it is deeply disconcerting that Ethiopia has sought to exploit the GERD negotiations in order to consecrate an unfettered right to unilaterally construct further waterworks and undertake future developments along the Blue Nile upstream of the GERD and across other transboundary rivers that it shares with its neighbours. For Egypt, all riparian States of the Nile basin, including Ethiopia, have an inalienable right to enjoy the benefits of the Nile River. However, such a right must be exercised in accordance with the applicable rules of international law, especially the principles of prior notification and consultation, the equitable and reasonable utilization of international watercourses, and the obligations to protect the riparian ecosystem and to prevent the infliction of significant harm.

It is regrettable that Ethiopia's posture throughout a decade of negotiations indicates that it is determined to deploy the GERD in a policy intended to establish material control over the Blue Nile, even if it is to the detriment of downstream States, and to employ its position as an upstream riparian to exercise political influence in the region. This threatens to create a strategically untenable state of affairs in which Egypt's core national security interests are endangered. As a nation that is entirely dependent on the Nile River as its sole source of livelihood, Egypt cannot tolerate a situation in which its riparian rights and interests – indeed, its very survival – are threatened by an upstream riparian.

Accordingly, Egypt has elected to, once again, bring this matter to the attention of the Security Council in the light of its responsibility for the maintenance of international peace and security. The current lack of progress in negotiations, Ethiopia's continued intransigence, and its policy of unilateralism, which is embodied in its determination to fill and operate the GERD without regard to its impact on Egypt and the Sudan, could have serious ramifications that threaten peace and security throughout the region. Averting this eventuality requires the active engagement of the international community to reach a peaceful settlement to this matter.

(Signed) Sameh **Shokry**
Minister for Foreign Affairs
Arab Republic of Egypt

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8. Agreement on Guidelines and Rules for the Filling and Operation of the Grand Ethiopian Renaissance Dam, initialed by the Arab Republic of Egypt in Washington D.C. on February 28, 2020.
9. Communique of the Extraordinary African Union Bureau of the Assembly of the Heads of State and Government meeting on the Grand Ethiopian Renaissance Dam, 26 June 2020.
10. Communique of the Extraordinary African Union Bureau of the Assembly of the Heads of State and Government meeting on the Grand Ethiopian Renaissance Dam, 21 July 2020.

Executive Summary & Introduction

1. For a whole decade, since Ethiopia unilaterally announced its intention to commence the construction of the Grand Ethiopian Renaissance Dam (GERD) in April 2011, Egypt has been engaged in extensive and arduous negotiations on this project. Egypt's policy objectives throughout these negotiations were twofold:

First, Egypt sought to support Ethiopia's quest to achieve its developmental objectives by generating hydropower from the GERD pursuant to an equitable, balanced, and mutually beneficial agreement on the filling and operation of the GERD based on the twin-principles of burden-sharing and benefit-sharing. This agreement should be predicated on the applicable principles of international law and should preserve the rights and interests of all three riparian states of the Blue Nile.

Second, Egypt sought to reach an agreement that protects downstream states and communities against the adverse effects of this project. This is essential because the unilateral filling and operation of the GERD could inflict significant socio-economic and environmental harm on Egypt.

2. These policy objectives echo Egypt's unwavering commitment to support its fellow Nile Basin states to pursue economic growth and development, including by harnessing the resources of the Nile River through waterworks and hydropower projects, while ensuring that projects undertaken by upstream Nile Basin states do not inflict significant harm on Egypt. Indeed, while Egypt has been a stalwart champion of developmental efforts of its co-riparians, Egypt remains particularly sensitive to the potential adverse effects of water projects undertaken by upstream riparians. This is because Egypt is entirely dependent on the Nile River for its existence. As a country that receives 97% of its water from a single transboundary source, Egypt is especially vulnerable to upstream water projects that would cause significant harm to its water uses, which would have immense political and socio-economic costs on Egypt.
3. Accordingly, Egypt engaged, in a spirit of good faith, in a decade-long process of negotiations to reach an agreement on the GERD. Egypt worked tirelessly to accommodate all of Ethiopia's concerns and presented countless proposals for the technical rules governing the filling and operation of the GERD that guarantee that Ethiopia will maximize hydropower generation in all hydrological conditions of the Blue Nile. Egypt's proposals were also designed to minimize the adverse downstream effects of the GERD. Specifically, Egypt sought to include within the GERD agreement a set of protective measures that would mitigate the harmful effects of this dam, especially the impact of its filling and operation on the availability of water in Egypt. This is essential because Egypt already suffers from acute water shortage, which would be further exacerbated due to the GERD.
4. Indeed, studies on the potential impact of the GERD on Egypt's water security indicate that if this dam is filled and operated unilaterally, and in the absence of cooperative drought mitigation mechanisms, Egypt could suffer a cumulative water shortage of over 123 billion cubic meters over a period of around twenty years. The socio-economic impacts of this water shortage would be disastrous and are impossible to fathom. Indeed, studies conducted by international experts

have demonstrated that a water shortage of only one billion cubic meters of water in Egypt would lead to:

- 290,000 people losing their incomes.
- 130,000 hectares of cultivated land lost.
- \$150 million increase in food imports.
- \$430 million USD of agricultural production

5. Similarly, another study on the impacts of the GERD noted the following:

“The reduction in agricultural production and jobs will lead to an increase in poverty and with that to social tensions and deteriorating health conditions. The worsened local conditions will stimulate migration, from rural to urban areas but also to outside Egypt, including illegal migration. Crime is expected to increase.”

6. Regrettably, Egypt’s good will has not been reciprocated by Ethiopia. Instead, Ethiopia has adopted a policy of prevarication and obstructionism. This has been apparent throughout the past decade of negotiations, which is discussed in detail in Part I of this aide memoire. These negotiations have been held in various formats, including trilateral talks, negotiations with international mediators, and a process led by the African Union.
7. In each of these rounds of negotiations, Ethiopia’s positions reflected the lack of the requisite political will to reach a fair and balanced agreement on the GERD. Ethiopia has adopted a policy that is intent on establishing a *fait accompli* and appears determined to complete the construction and filling of the GERD and to operate the dam even if to the detriment of the interests of its downstream co-riparians. Moreover, Ethiopia’s position is clearly based on a desire to coerce its downstream co-riparians into signing an agreement that is unfair, one-sided, and iniquitous. Indeed, it appears that the only agreement that Ethiopia is prepared to conclude is one in which it secures all the benefits of the GERD agreement, without being willing to commit to any measures that would provide any protection to downstream states. This is embodied in Ethiopia’s technical proposals and positions on the legal issues that are being negotiated, which are discussed and described in detail in Part II of this Aide Memoire. Ethiopia is also seeking to use the GERD agreement as a vehicle to codify and consecrate an unfettered right to undertake future developments, including major dams, without regard to the impacts of such projects.
8. Reflecting on the countless rounds of negotiations and discussions that have taken place over the past ten years leads to the unfortunate conclusion that the GERD is part and parcel of an Ethiopian policy intent on achieving hydro-hegemony over the Nile Basin.
9. Ethiopia’s policies have undermined every effort to broker an agreement on the GERD. This includes the A.U.-led process that was launched in June 2020. Despite the best efforts of H.E. President Cyril Ramaphosa of South Africa and H.E. President Felix Tshisekedi of the Democratic Republic of the Congo, the previous and current Chairpersons of the African Union, Ethiopia’s policies prevented the achievement of any meaningful progress throughout a full year of negotiations under the auspices of the African Union.

10. Egypt remains committed to reaching a fair and balanced agreement on the GERD. However, given the track record of a decade of negotiations and in light of Ethiopia's unfortunate posture and policy, Egypt is of the view that progress can only be achieved with the active participation of mediators that can facilitate negotiations and present ideas that bring the three countries closer to an agreement.
11. The current impasse in negotiations and the continued failure to reach an agreement on the GERD could have serious repercussions on regional stability and security. Failing to reach an agreement, and the unilateral filling and operation of this mega-dam, will adversely affect the water security and interests of downstream states, which, in turn, will have serious political and security ramifications. For Egypt, which already suffers acute water scarcity, being held hostage to the will and whim of an upstream riparian that already has a record of unilateralism is politically and strategically untenable. Protecting the sole source of livelihood of one hundred million Egyptians is not a question of choice; it is an imperative of survival.

Part I

Overview of a Decade of Negotiations on the GERD

1. **The groundbreaking ceremony to commence the construction of the GERD was held on 2 April 2011. The decision to construct the GERD was taken unilaterally.** Egypt and Sudan, the downstream states that are affected by the introduction of such a major project into the hydrological system of the Blue Nile (Annex 1), were neither notified nor consulted.
2. **This represented a serious breach of Ethiopia's international legal obligations.** Under general conventional and customary international law, a state planning to undertake major waterworks on an international watercourse is duty-bound to notify its co-riparians of its planned projects and to engage in consultations to review the design specifications of these projects. The purpose of these rules is neither to prevent nor to obstruct the development projects of upstream states. Rather, the objective is to identify the economic, social, and environmental impacts of these projects, and to agree on mitigation measures to minimize the adverse effects of these projects on both the quantity and quality of shared water resources. Indeed, the International Court of Justice has affirmed that the duty to undertake environmental assessments of the impacts of waterworks is a rule of customary international law.

A. The International Panel of Experts (IPoE)

3. Following expressions of concern by Egypt regarding the unilateral commencement of the construction of the GERD, Ethiopia agreed to establish an International Panel of Experts (IPoE) to assess the impact of this dam. The IPoE was composed of ten experts, two from each of the three states and four independent international experts.
4. The IPoE issued its final report on 31 May 2013. **The findings of the IPoE, which were uncontested by the three parties, were deeply troubling. It expressed concerns regarding the adequacy of studies undertaken by Ethiopia on the GERD, including on the structural integrity and safety of the dam, its design features, the hydrological and geological models that were used in the construction plans, and the lack of environmental assessment reports or studies on the socio-economic impact of the dam on downstream states.**
5. The following are excerpts from the findings and recommendations of the IPoE Report:
 - a. Given the inadequacy of the Ethiopian studies on the GERD and its impact on the downstream states, the IPoE report stated that “[a] comprehensive study of the GERD Project in the context of the Eastern Nile System using a proven, sophisticated and reliable water resource system/hydropower model is strongly recommended to be able to assess and quantify the downstream impacts in detail with confidence.”
 - b. This was necessary in light of the fact that Ethiopia's “Initial Trans-Boundary Environmental Impact Assessment Report” was found to be “too general to provide any effective basis for quantitative impact assessment.” Indeed, the IPoE noted that this Ethiopian report “does not provide an economic assessment of the GERD project from a regional perspective which takes account of the project's benefits and costs in downstream countries.” The IPoE report also highlighted that the “potential downstream impacts result from reservoir first impoundment and actual operation strategy which have not been adequately addressed.”

- c. The IPoE recommended undertaking further studies that should include “detailed quantitative assessment of downstream status of recession agriculture in Sudan and Egypt,” the “evaluation of carbon stock available in the GERD reservoir area,” undertaking “water quality modeling of dissolved oxygen in reservoir during and after the first filling,” and studying the effects of the GERD on “downstream aquatic biodiversity and fisheries” that may be “adversely affected by deteriorating water quality.”
 - d. Overall, the IPoE recommended that “a full transboundary environmental and social impact assessment (TEISA), integrating all the components addressed previously, should be conducted jointly by the three countries through appropriate arrangement as decided by the three countries.”
 - e. The IPoE found that the ‘Design Criteria-Basic Design’, which is the master plan of the construction of the dam, is “acceptable as an early general guideline to the beginning of the GERDP,” but added that “this report needs to be updated and detailed as well as to reflect the prevailing geological, geotechnical, seismological, hydro-geological, hydrological, and hydraulic conditions at the site of the GERDP.”
 - f. More troublingly, the IPoE stated: “The stability of the Main Dam and other main structures should be verified under consideration of the additional geological and geotechnical findings ... In view of the scale and importance of the GERDP, it is strongly recommended to prepare an updated version of the Main Report, reflecting all the modification and changes introduced so far.” The report then found that “[a]ccording to the sliding analysis all factors of safety against sliding along the horizontal lift joints and at the dam-rock contact are above the required factors of safety. The sliding stability can be improved by extending the length of the bedded lift joints, if needed. The calculated identified sub-horizontal discontinuities (joints) were not taken into account.” The IPoE also expressed that the “Level 2 Design documents are urgently needed in view of the on-going construction activities.”
- 6. Unfortunately, these recommendations of the IPoE report, especially the recommendations to undertake reports and studies on the environmental impacts of the GERD and its socio-economic and hydrological effects, were never implemented. Moreover, Egypt has no independently verifiable information regarding whether the recommendations regarding the structural safety and stability of the GERD were implemented.**

B. The Malabo Statement and the Tripartite National Committee (TNC)

- 7. During the months following the submission of the IPoE report, little progress was achieved in talks between Egypt, Ethiopia, and Sudan. This impasse was broken on 26 June 2014 when the President of Egypt and the Prime Minister of Ethiopia issued a Joint Statement in Malabo, Equatorial Guinea. (Annex 2)
- 8. This led to forming a Tripartite National Committee (TNC) that was charged with overseeing the conducting of the further studies recommended by the IPoE. To do so, it was agreed that the TNC would appoint an international consultant to undertake these studies. During this period, the TNC held four meetings that failed to achieve any notable progress. It did not succeed in

appointing an international consultant due to Ethiopian obstructionism on procedural issues such as the short-listing of the international consultant and the timeline for the conclusion of the studies recommended by the IPoE.

C. The 2015 Agreement on Declaration of Principles (DoP)

9. **To overcome this stalemate and accelerate the process of completing the studies recommended by the IPoE, a treaty titled the “Agreement on Declaration of Principles on the Grand Ethiopian Renaissance Dam Project” (hereinafter 2015 DoP) was concluded between Egypt, Ethiopia, and Sudan in Khartoum on 23 March 2015. (Annex 3)**
10. Pursuant to these provisions, Ethiopia is treaty-bound to reach an agreement that governs both the first filling and annual operation of the GERD on the basis of the studies that were recommended by the IPoE, and which the TNC was supposed to oversee. The timeline for completing this process (including conducting the studies recommended by the IPoE) was a period of 15 months.
11. **The 2015 DoP makes it incumbent on Ethiopia not to commence the first filling of the GERD without an agreement with its downstream co-riparians on the rules governing that process.** The wording of article 5 of the 2015 DoP is such that, while the *construction* of the GERD may proceed while the studies recommended by the IPoE are being completed, the *first filling* of the GERD cannot commence without an agreement on the rules governing the first filling and annual operation of the dam.
12. Ethiopia has sought to justify its decision to unilaterally commence the impoundment of waters in the GERD reservoir for the purposes of the filling in the summer of 2020, and its declared intention to continue the unilateral filling of the GERD during the summer of 2021, by citing article 5 of the 2015 DoP. This position is untenable. **Any reading of article 5 of the 2015 DoP that purports to permit the unilateral filling of the GERD is inconsistent with the plain meaning of the text, its context, and the object and purpose of this provision and the 2015 DoP as a whole. The 2015 DoP is a framework agreement that established a clear obligation of result, which is to agree on the rules that govern the first filling and annual operation of the GERD. The 2015 DoP allowed Ethiopia to continue the construction process, but made the commencement of the first filling of the GERD reservoir and the subsequent annual operation of the dam dependent on the reaching of an agreement to govern these processes with Egypt and Sudan. This is necessary in light of the fact that these two downstream states would be affected, and potentially harmed, by this dam. Without an agreement on the filling and operation of the GERD, downstream states and communities could be subjected to significant harm.**
13. **Ethiopia also argues that the filling of the GERD is part of the construction process. This is a disingenuous and distorted reading of the DoP that is inconsistent with the any scientific understanding of the concepts of construction and filling of the dam.** The term “construction” in the DoP refers to the various stages of the physical construction of the roller-compacted dam and other related facilities. On the other hand, the “first filling” of the dam is the process of gradual impounding of waters in the dam reservoir. As the DoP clearly states, the filling and the construction are two distinct

processes. The construction was permitted to proceed while the studies recommended by the IPoE were being completed, while the filling is a process that should be governed by rules to be agreed-upon by the three countries.

14. **Accordingly, it is the view of the Government of the Arab Republic of Egypt that the unilateral filling of the GERD reservoir in the summer of 2020 is a material breach of the DoP, and that continuing this process in the summer of 2021 is a further material breach of Ethiopia's obligations under international law.**

D. The TNC, the Nine-Party Mechanism, and the Studies Recommended by the IPoE

15. After the conclusion of the 2015 DoP, numerous rounds of negotiations were held to agree on an international consultant to undertake the studies recommended by the IPoE. After over a year of talks, a contract was finally signed with the French firm BRLi in September 2016 to complete the studies recommended by the IPoE within a period of eleven months.
16. This deadline was not met due to Ethiopia's prevarication. While Egypt accepted BRLi's inception report, Ethiopia rejected it because of its objection to the inclusion in the inception report of plans to conduct studies on the impact of the GERD on the Nile Delta. Ethiopia also sought to alter the 'baseline scenario' that would be used as a reference-case (i.e. the current status of the Blue Nile system) to measure the impacts of the GERD. This Ethiopian stance was in breach of both the recommendations of the IPoE and BRLi's terms of reference that were agreed by the three countries.
17. During this period, and in a further demonstration of its unilateralism, Ethiopia sent a letter to Egypt and Sudan dated 19 December 2017 in which it sets-out a filling plan for the GERD, which envisioned filling the dam reservoir in 5-6 years. This filling plan was devised unilaterally without taking into consideration the results of the studies recommended by the IPoE which had not yet been undertaken. (Annex 4)
18. To overcome this situation, during a summit meeting of the leaders of Egypt, Ethiopia, and Sudan in January 2018, Egypt proposed the creation of a Nine-Party Mechanism that includes the Ministers of Foreign Affairs, the Ministers of Water Affairs, and the Directors of the Intelligence Agencies of the three countries to deliberate on the means to overcome disagreements over the process of conducting the studies recommended by the IPoE.
19. The Nine-Party mechanism met twice and decided in its second meeting on 15 May 2018 (Annex 5) that the three countries will send queries and observations to BRLi regarding its draft inception report, and that BRLi shall be given three weeks to consider these queries and observations and resume the studies recommended by the IPoE. It was also decided that Ethiopia, in its capacity as the Chair of the TNC at that point, would transmit these queries and observations to BRLi. A cover letter to BRLi in the form of an email was even drafted and signed by the members of the Nine-Party mechanism (Annex 5). However, Ethiopia refused to transmit these queries and observations to BRLi. As a result, the effort to complete the studies recommended by the IPoE failed.
20. **The track-record of these negotiations reveals a consistent pattern of Ethiopian policy. Whether at the TNC or in its positions regarding BRLi's inception report or**

in the GERD filling plan that it unilaterally developed, Ethiopia's overall objective has been to establish a *fait accompli* and to avoid any restraints that might be placed on its freedom of action in relation to the GERD.

E. The National Independent Scientific Research Group (NISRG)

21. Despite Ethiopia's obstructionism, Egypt proposed during the meeting of the Nine-Party mechanism that was held on 15 May 2018, the establishment of the National Independent Scientific Research Group (NISRG). This was a non-governmental group of five scientists from each of the three countries that was required to hold nine meetings to discuss and develop "various scenarios related to the filling and operation rules" of the GERD.
22. Initially, the NISRG achieved some progress. In particular, during the third meeting of the NISRG, which was held on 20-21 July 2018 in Addis Ababa, it was agreed that the filling and operation of the GERD shall be governed by the following four principles: (Annex 6)
 - a. Following Adaptive and Cooperative approach towards filling and operation of GERD according with the principle of equitable and reasonable utilization of shared water resources while taking all appropriate measures to prevent the causing of significant harm including downstream reservoirs.
 - b. To apply a guaranteed minimum release to ensure sustainable management of the systems once GERD reaches minimum operating level.
 - c. Identifying critical levels in all the dams within EN System below which the reserve storages will be used to mitigate the prolonged drought/drought effect that caused the reservoirs to drop to the shutdown level/critical level.
 - d. On the concept of implementing a coordinated operation of all dams, the NISRGs are highly recommending to establish joint coordination mechanism (forecasting, monitoring mechanism etc.).
23. **These four principles provided a foundation on which to develop a comprehensive and equitable agreement on the GERD. By applying an adaptive and cooperative approach, the filling and operation of the GERD would be undertaken according to a 'multi-reservoir operation' that would be closely coordinated with downstream hydropower facilities, especially the High Aswan Dam, which is the largest dam along the downstream course of the river.** Applying this approach would have ensured that the GERD and downstream dams are operated in a cooperative and coordinated manner in the various hydrological conditions of the Blue Nile and that they would equitably share the burden of adjusting to future periods of drought.
24. **Unfortunately, like the other negotiation tracks, the NISRG failed. This is because at the fourth NISRG meeting in Cairo on 9-10 August 2018, Ethiopia's scientific team backtracked on the agreements reached during the third meeting and adopted positions that departed from the four abovementioned principles.** Furthermore, during the final NISRG meeting that was held in Khartoum during the period 30 September-3 October 2019, the discussions showed

that the gap between the three countries was growing because Ethiopia advanced positions that demonstrated that it had no interest in reaching an agreement that provided any protection to the interests of the downstream states.

F. Mediation Efforts by the United States of America and the World Bank Group and the Washington Agreement

25. Article 10 of the 2015 DoP includes mediation as one of the dispute resolution mechanisms that the three contracting states could invoke to overcome difficulties in the implementation of the DoP. Therefore, in light of the continued failure of trilateral forums to reach an agreement, Egypt called upon the United States and the World Bank Group to join the discussions between the three countries as mediators. Accordingly, the U.S. administration extended an invitation to the three governments to attend a ministerial meeting in Washington D.C. on 6 November 2019. This launched a new negotiating process in which representatives of the U.S. and the World Bank participated as observers and, especially in meetings held in Washington D.C., became actively engaged in facilitating discussions to bridge the gap between the three countries.
26. **In four months of intensive discussions, the three countries accomplished more than they had achieved in five years of talks since the conclusion of the 2015 DoP. Agreements were reached on various technical aspects of the filling and operation of the GERD and on the institutional and legal architecture that would ensure the effective implementation of the agreement. These agreements were recorded in the series of joint statements that were adopted and issued by the three parties. (Annex 7)**
27. On the other hand, these negotiations were frustrating because, ultimately, they did not lead to the signing of a final agreement on the filling and operation of the GERD by all three countries. **This is because, in spite of the progress that was achieved and despite having accepted many of the technical and legal components of the agreement, Ethiopia rejected the comprehensive agreement that was formulated by the U.S. with technical input from the World Bank. On the other hand, in a show of good faith, on February 28th, 2020 Egypt initialed the agreement formulated by the U.S. and the World Bank.**
28. The Washington Agreement (Annex 8) provided a fair, balanced, and equitable solution to the question of the GERD. It includes the following components:

First: Filling of the GERD:

- It was agreed that the GERD will be filled in stages that will be executed in an adaptive and cooperative manner that takes into consideration the hydrological conditions of the Blue Nile and the potential impact of the filling on downstream reservoirs.
- **Overall, the stage-based filling plan enables Ethiopia to fill the GERD in the vast majority of hydrological conditions, including during periods of drought. Moreover, in years where the annual yield of the Blue Nile is at average or above- average levels, the filling plan enables Ethiopia to complete the filling in a total of five years.**

- As requested by Ethiopia, the initial stage of the filling, at the end of which the GERD will reach a level of 595m.a.s.l., will be executed over two years. **To accommodate Ethiopia's needs to commence hydropower production expeditiously, Egypt accepted an exceedingly low threshold to be applied during this first stage of the filling of the GERD** during which the water level at the GERD will reach 595m.a.s.l (18.4BCM). If this threshold is met, Ethiopia would only be required to delay the filling to the subsequent year. **This threshold was set at a river flow of 31.0 BCM. In the past 120 years, the Blue Nile did not drop to a level of 31.0 BCM except in two years.**
- It was also agreed that during this initial stage, mitigation measures would be undertaken to protect downstream states if an extreme drought coincides with this first stage of the filling.
- **The three countries engaged in extensive discussions on the mitigation measures to be implemented during prolonged periods of dry years, droughts, and prolonged droughts that may occur during the subsequent stages of the filling.** On 30 January 2020, after considering the positions of the three countries, the U.S. mediators proposed a compromise text that includes a comprehensive mitigation mechanism that includes specific amounts of water to be released from the GERD to assist downstream countries in addressing drought conditions. **Initially, the three countries accepted this compromise text. Regrettably, however, the Ethiopian delegation later backtracked and announced that it would not accept the text proposed by the U.S. mediators.**
- **Ethiopia's rejection of the mitigation measures negotiated by the three countries and formulated by the U.S. in coordination with the World Bank was deeply disappointing. These measures were designed to ensure that Ethiopia would generate hydropower at the highest possible levels of efficiency, including during periods of drought. Indeed, even during periods of prolonged drought, the Washington Agreement ensured that the GERD would continue to generate hydropower at a minimum of 80% of its capacity. The fact that Ethiopia rejected this proposal demonstrates its unilateralism, its lack of willingness to cooperate, and its desire to fill and operate the GERD regardless of the impact on downstream riparians.**

Second: Operation of the GERD:

- The operational rules of the GERD in the Washington Agreement include three components. The first is a general rule for the long-term operation of the GERD during normal hydrological conditions. The second is the mitigation mechanism for the annual and long-term operation of the GERD in drought, prolonged drought, and prolonged periods of dry years, and the third is the rules for the refilling of the GERD.
- Regarding the long-term operation of the GERD during normal hydrological conditions (i.e. when the Blue Nile system is not experiencing droughts, prolonged droughts, or prolonged periods of dry years), the three countries agreed that the GERD should remain at its optimum operating level of 625m.a.s.l. and release the total quantity of water entering the GERD reservoir each year. This reflects the reality that the GERD is a non-consumptive project that is designed solely for hydropower generation.

- **On 30 January 2020, the U.S. and World Bank mediators proposed a compromise text that included mitigation measures to be implemented during prolonged periods of dry years, droughts, and prolonged droughts that may occur during the long-term operation of the GERD. These measures ensured that the GERD would generate hydropower at peak efficiency in the vast majority of hydrological conditions and that it would continue to generate hydropower at 80% of its capacity during periods of prolonged droughts. Again, unfortunately, after initially accepting these proposals, Ethiopia backtracked and refused to accept these compromise solutions. This, again, demonstrates Ethiopia's desire to fill and operate the GERD without being willing to undertake any measures that provide effective protection to the rights and interests of downstream states.**

Third: Institutional Architecture:

- The three countries agreed on establishing a coordination mechanism composed of a Technical Committee and a Ministerial Committee. This mechanism was mandated to monitor and verify the implementation of the agreement and to ensure that the hydrological and technical data was exchanged effectively.

Fourth: Legal Components & Future Uses:

- Extensive discussions were held on the dispute settlement provisions of the GERD agreement. While Egypt called for including compulsory and binding dispute resolution mechanism, Ethiopia insisted on limiting it to political processes and consultations. Ultimately, the U.S. mediators proposed a text that included elements of political consultations, but that culminated in binding arbitration if non-judicial means are exhausted. Regrettably, in another example of its desire to be unrestrained in its filling and operation of the GERD, Ethiopia rejected the dispute settlement text proposed by the U.S.
- Ethiopia also rejected a text that was proposed on future developments upstream of the GERD. **Throughout the GERD negotiations, Egypt affirmed that it has no interests in foreclosing Ethiopia's right to future developments. However, Egypt's view is that future developments upstream of the GERD ought to be governed by the applicable principles of international law. However, Ethiopia continues to refuse to accept any kind of legal regulation of its water uses, and is seeking to institute an unfettered right to undertake future developments, regardless of their impact on downstream states.** Ethiopia also insisted on a unilateral right to alter the GERD agreement in order to undertake future projects. That would turn the GERD agreement into a hydrological blank-check, that would grant Ethiopia complete control over the Blue Nile. Therefore, a single provision that is fair and balanced was drafted that is designed to reaffirm Ethiopia's right to undertake future projects in accordance with international law. This text does not foreclose Ethiopia's right to future projects, nor does it require Egypt's consent for undertaking such projects, and also requires that Ethiopia abide by the GERD agreement and not to exploit future uses or projects as a backdoor to empty the GERD agreement of its content. Despite the commonsense nature and equitableness of this simple provision, Ethiopia rejected it.

29. Like any compromise text that is fair and balanced, the agreement formulated by the U.S. and the World Bank is imperfect and does not completely satisfy Egypt's needs. Nonetheless, given its genuine political commitment to reach an agreement, and in light of the fact that the text prepared by the international mediators is equitable and mutually beneficial, Egypt opted to initial this agreement. On the other hand, Ethiopia rejected this text and unilaterally commenced the filling of the GERD in breach of its obligations under the 2015 DoP, and has announced its intention to continue the second stage of the filling in the summer of 2021, even if no agreement is reached with Egypt and Sudan.

G. Negotiations held upon an invitation from H.E. The Prime Minister of Sudan

30. In early-April 2020, Ethiopia proposed that the three countries should agree on rules limited to the first two years of the filling process, and continue to negotiate on the filling process in subsequent years. This proposal was not accepted by Egypt and Sudan because, first, the 2015 DoP requires the three countries to agree on a comprehensive agreement on the filling and operation of the GERD, and second, because this two-year agreement would not have provided any meaningful protections for the rights and interests of the two downstream states.
31. To overcome the impasse in the negotiations, H.E. Prime Minister Abdullah Hamdok of Sudan launched a round of talks that lasted for several weeks from late-May until mid-June 2020. During these discussions the three countries exchanged several proposals for the rules on the filling and operation of the GERD. Unfortunately, however, this process did not lead to a breakthrough.

H. U.N. Security Council Session on the GERD:

32. On 29 June 2020, the U.N. Security Council held a session on the GERD. The convening of this session is unprecedented in the history of the Security Council, which had never before dedicated a session to deliberating on the political effects of a project being constructed on a transboundary river.
33. This reflects the recognition of the international community of the dangers inherent in a policy of unilateralism that seeks to exercise control over a transboundary river through a mega-project like the GERD. This is especially true for a region such as the Horn of Africa and the Nile Basin, which already suffers multiple crises and conflicts. **By holding this session, the Security Council signaled its appreciation and recognition of the reality that Ethiopia's policy of unilateralism could lead to a situation that threatens peace and security in the region.**
34. During this Security Council session, Egypt affirmed its long-standing position that it unwaveringly supports the right of upstream riparians in their efforts to achieve development and prosperity. It also highlighted the fact that it has never objected to the construction of waterworks by the Nile Basin states, but that it has always upheld the importance of compliance, by all parties, with the applicable rules of international law in the execution of these projects.
35. Egypt also reiterated its commitment to reaching a negotiated solution on the GERD and emphasized that its objective is to reach an agreement that is fair and balanced and that promotes greater cooperation and integration between the three riparian states of the Blue Nile. Egypt

underlined, however, that it would not tolerate being in a position where its vital interests and livelihood of its citizens were threatened, and underscored that an Ethiopian policy of establishing unfettered control over the Blue Nile would only serve to further undermine regional peace and security.

I. Negotiations held under the Auspices of the African Union

36. The A.U.-led negotiations on the GERD commenced after a meeting of the A.U. Bureau at the level of Heads of State and Government that was held on 26 June 2020. This meeting, which was chaired by H.E. President Cyril Ramaphosa of South Africa in his capacity as Chairperson of the A.U., called upon the parties to **expeditiously work to reach a peaceful, negotiated, mutually acceptable, win-win settlement to the question of the GERD, and augmented the trilateral negotiations by inviting observers to assist in addressing the outstanding technical and legal issues.** (Annex 9)
37. On 21 July 2020 an additional meeting of the A.U. Bureau at the level of Heads of State and Government was held to review the progress of negotiations. **During that meeting, it was agreed that the three countries will work expeditiously to finalize the text of a binding Agreement on the Filling and Operation of the GERD, and that the three countries will be supported by the observers in the negotiations.** (Annex 10)
38. Several rounds of negotiations were held as part of the A.U.-led process, which failed to generate any progress. **Throughout these negotiations, Ethiopia adopted intransigent positions – on both the substantive and procedural aspects of the negotiations – that reflect a lack of political will to reach an agreement on the GERD, and which undermined the A.U.-led process and prevented the achievement of any progress.**
39. **On the substantive issues**, which relate to the rules governing the filling and operation of the GERD, Ethiopia adopted uncompromising positions that betray its policy of refusing to accept any obligations of consequence that would protect the interests of downstream states. Ethiopia's positions seek to establish a hydrological *carte blanche* that allows it to fill and operate the GERD without taking into consideration its impact on downstream states. Moreover, Ethiopia's negotiating posture appears predicated on a policy aimed at codifying and consecrating an unfettered and unregulated right to utilize the resources of the Blue Nile, even if to the detriment of downstream states.
40. For instance, when the three countries sought to compile a 'zero-draft' of the GERD agreement, Ethiopia submitted proposals on the legal and technical aspects that demonstrate that it has no intention to conclude a legally binding agreement and that reflect the absence of any interest on the part of Ethiopia to undertake any measures that provide even minimal protections to the interests of downstream states against the adverse effects of the GERD. Indeed, on the technical aspects of the agreement – namely, the rules on the filling and operation of the GERD – Ethiopia submitted proposals that are patently designed to ensure that it would reap the benefits of the GERD agreement without providing any protections to the interests of downstream states against the adverse effects of the filling and operation of the GERD.

41. This is especially apparent on the question of drought mitigation measures, which are essential to minimize the effects of the GERD on downstream states. These measures are intended to protect Egypt and Sudan against the combined effects of droughts and the filling and operation of the GERD. Without adequate mitigation measures, the filling and operation of the GERD will inflict significant harm on downstream states during periods of droughts. Ethiopia has repeatedly expressed readiness to include drought mitigation measures within the GERD agreement. **In reality, however, the drought mitigation measures proposed by Ethiopia are limited to cases of drought that have an exceedingly low probability of occurrence, and even in those cases, the mitigation measures proposed by Ethiopia provide no protection to the downstream states.**
42. Furthermore, Ethiopia insists that any additional mitigation measures to address periods of drought should not be specified in the GERD agreement, but rather, should be the subject of future discussions between the three countries. This means that, **while Egypt is required to accept the detailed rules of the filling and operation of the GERD that enable Ethiopia to generate hydropower, Ethiopia is not prepared to commit to any specific measures to mitigate the adverse effects of the GERD on Egypt.** In short, when it comes to Egypt's interests, Ethiopia is prepared to negotiate indefinitely but is not willing to commit to anything specific or meaningful.
43. On the **legal components of the agreement**, Ethiopia's positions reflect a lack of interest in concluding a legally binding and effective agreement that would preserve the interests of all three countries. This is evident in the following examples of Ethiopia's positions:
 - **Legally binding nature of the GERD agreement: Ethiopia appears to be unprepared to accept the conclusion of an instrument that would be unambiguously binding under international law.** It refused to designate the instrument being negotiated as an 'agreement' and proposes labeling it as merely 'guidelines and rules'. Ethiopia also rejected several proposals submitted by both Egypt and Sudan that would include preambular language to affirm that the GERD agreement would be binding under international law.
 - **Amendments to the GERD agreement:** Ethiopia insists that it should enjoy the right **unilaterally** to alter the terms of the GERD agreement whenever and in whichever way it chooses.
 - **Dispute Resolution: Ethiopia is not willing to accept any effective dispute resolution mechanisms** that would ensure the binding and conclusive settlement of disputes relating to the interpretation or application of the GERD agreement.
 - **Future uses:** Despite the fact that these negotiations are limited to the filling and operation of the GERD, Ethiopia insists on including a provision that would entitle it to undertake future uses upstream of the GERD, and to amend the GERD agreement **unilaterally** to enable it to implement these future projects. **Egypt has been unequivocal that it does not seek to foreclose future Ethiopian uses. However, any such projects must comply with the applicable rules of international law, including the principle of equitable and reasonable utilization, the obligation not to cause significant harm, and the obligation to cooperate.**

- **Termination:** Ethiopia has consistently adopted the position that any agreement on the GERD may be **unilaterally terminated** within a certain period after its conclusion (Ethiopia has suggested that this period would be ten years, which means that Ethiopia could terminate the agreement shortly after the completion of the filling).
44. **Ethiopia also made spurious claims about so-called ‘colonial’ agreements that it argues have prevented it from utilizing the resources of the Nile River. The reality, however, is that Ethiopia is not a party to any so-called colonial treaties.** In relation to Egypt, Ethiopia is party to the 1902 Anglo-Ethiopian Agreement, the 1993 Framework for General Cooperation, and the 2015 DoP, all of which Ethiopia concluded as an independent, sovereign state. Furthermore, Egypt has never claimed that Ethiopia is bound by any bilateral or multilateral agreements, including the 1959 Nile Waters Agreement, to which it is not a party. However, Ethiopia is bound to respect the applicable rules of conventional and customary international law, including the principle of equitable and reasonable utilization, the obligation not to cause significant harm, and the principle of cooperation to ensure that the GERD, which require it to ensure that the GERD does not adversely affect the rights and interests of downstream states.
 45. **Ethiopia also undermined the A.U.-led negotiations by proposing on several occasions, including on 4 August 2020 and 8 January 2021, that the three countries should reach “guidelines and rules” that are limited to the first filling of the GERD, while entirely discounting the operational rules of the GERD.** Ethiopia also proposed, on 8 April 2021, that the three countries should agree to an arrangement for the exchange of technical data on the filling of the GERD, without having reached an agreement on the rules governing either the filling or operation of this dam.
 46. **These proposals are inconsistent with the outcomes of the meetings of the A.U. Bureau that reaffirmed that the purpose of these negotiations is to conclude an agreement on the filling and operation of the GERD.** These proposals are also inconsonant with the terms of the 2015 DoP which requires the three countries to conclude an agreement on the filling and operation of the GERD.
 47. Although these proposals may appear to be constructive, their purpose and effect is to legitimize an Ethiopian *fait accompli* because they place no meaningful obligations on Ethiopia and provide no protections to the interests of downstream states. Practically, these proposals entail the acquiescence of the two downstream states to the filling of the GERD – which involves impounding 50 billion cubic meters of water – without requiring Ethiopia to take any measures to mitigate the effects of the filling and without establishing any operational rules that protect the downstream states against the long-term impacts of the filling and operation of the GERD.
 48. Without an agreement that establishes the technical rules governing the filling and operation of the GERD, the exchange of technical data would amount to a recognition of Ethiopia’s unilateral filling of the GERD. It would afford Ethiopia a mechanism to inform Egypt and Sudan of its plans for the execution of the filling process without providing even the basic guarantees or protections to the interests of downstream states. Any data exchange mechanism can only be part of a comprehensive agreement on the GERD to ensure that the technical rules governing the filling and operation of this dam are fully implemented.

49. **From a technical and hydrological perspective, it is impossible to dissever the filling and operation of the GERD.** This is because the impacts of the filling process will extend far beyond the period during which the filling will be executed. The filling of the GERD will exhaust over 50 billion cubic meters of water from Egypt's strategic reserves that are stored in the Aswan High Dam. This will make Egypt far more vulnerable to the effects of periods of drought that may occur either during the filling or in subsequent years. **Therefore, it is essential that any agreement on the GERD include operational rules that establish measures to mitigate the long-term/post-filling effects of the filling of the GERD.**
50. By making these proposals and consistently seeking alternatives that would enable it to avoid engaging in constructive negotiations on the filling and operation of the GERD, Ethiopia weakened confidence between the parties and revealed that it lacks the necessary political will to reach a fair and balanced agreement on the GERD.
51. **The A.U.-led negotiations were undermined due to disagreements over procedural issues relating to the role of the observers and A.U.-appointed experts.** Egypt has consistently reaffirmed its commitment to the A.U.-led process. Egypt also argued that a decade of negotiations has demonstrated that trilateral negotiations alone will not be successful and that the three countries need the active assistance and engagement of our regional and international partners to ensure the success of our endeavors. **Ethiopia, on the other hand, is seeking to maintain the façade of ongoing negotiations, while working to ensure that these talks do not yield any progress and do not lead to articulating solutions to the outstanding legal and technical issues. This would provide Ethiopia with the political cover of a negotiation process while it proceeds with the construction of the GERD and continues to fill and operate the GERD unilaterally.**
52. **Ethiopia's policy of procedural prevarication was readily apparent during the ministerial meeting was held in Kinshasa during the period 4-5 April 2021.** The purpose of this meeting was to relaunch negotiations on the GERD by agreeing on a more effective modality to manage the negotiations. Sudan proposed establishing an international quartet, led by the Democratic Republic of the Congo (the current A.U.-Chair), and including our partners from the E.U., the U.S., and the U.N., to mediate between the three countries. Egypt and Sudan also suggested calling this format 1 + 3 to highlight the leadership of the Democratic Republic of the Congo and to underscore that our international partners will work under its leadership. Egypt also proposed alternative terms of reference for the A.U.-led process that mandated the A.U.-Chair to facilitate the negotiations while allowing highly-qualified experts appointed by our international partners to assist in developing solutions to the outstanding technical and legal issues. Ethiopia, however, rejected all of these proposals, and refused to include a reference in the final communiqué that the purpose of the negotiations is to reach a binding agreement on the filling and operation of the GERD.
53. **In short, Ethiopia adopted the position that the A.U.-Chair and any international partners should attend the negotiations as silent observers. Despite claiming that it accepts an "enhanced role" for the observers, the reality is that Ethiopia opposed every proposal that would have granted an active role for our regional and international partners.**
54. In the two months that have elapsed since the Kinshasa ministerial meeting, Egypt requested, on several occasions, the holding of a meeting of the A.U. Bureau to relaunch negotiations.

Unfortunately, no such meeting was held, and Ethiopia announced in late-May 2021 that it intends to continue to unilaterally fill the GERD during the summer of 2021. This is an additional material breach of the 2015 DoP, and is an act of unilateralism that Egypt categorically rejects.

Part II

Technical Aspects of the GERD

Negotiations & Assessments of the Impact
of the Unilateral
Filling and Operation of the GERD on Egypt

1. Egypt's vision for the rules governing the filling and operation of the GERD is based on seeking to achieve two general objectives:

First: Cooperating with Ethiopia to ensure that it achieves its developmental objectives by expeditiously commencing hydropower production and ensuring the continued and sustainable generation of hydropower from the GERD.

Second: Ensuring that the rules for the filling and operation of the GERD are adaptive to the hydrological conditions of the Blue Nile. This means that the filling should, under certain circumstances, be adjusted to adapt to the annual flow of the Blue Nile, including by accelerating the filling during wet years and decelerating the filling during dry years. Similarly, the operating rules should enable the three countries to collectively adapt to the changing hydrological conditions of the Blue Nile, including periods of drought that place greater stress on downstream water uses.

2. **These general objectives provide a foundation for a fair agreement that satisfies the interests and rights of the three parties. Such an agreement must be based on a simple *quid pro quo*. In order to reach an agreement on the GERD, Egypt is willing to sustain a certain degree of harm, including the reduction of its strategic water reserves stored in the High Aswan Dam, to ensure that Ethiopia achieves its developmental objectives by generating hydropower from the GERD expeditiously and sustainably. In return, Ethiopia should be prepared to take mitigation measures during periods of drought during both the filling and operation of the GERD because these processes will cause a marked decrease in Egypt's ability to address future droughts in the Blue Nile system. Not only is this a fair and balanced formula that reflects the principles of international law, it is also an imperative of survival because otherwise, over 100 million Egyptians will be vulnerable to extreme water shortages due to the GERD.**

a. The Filling of the GERD and its Impact on Egypt:

3. To accommodate Ethiopia's needs to commence hydropower production expeditiously, Egypt accepted the following stage-based filling schedule, which was proposed by Ethiopia.

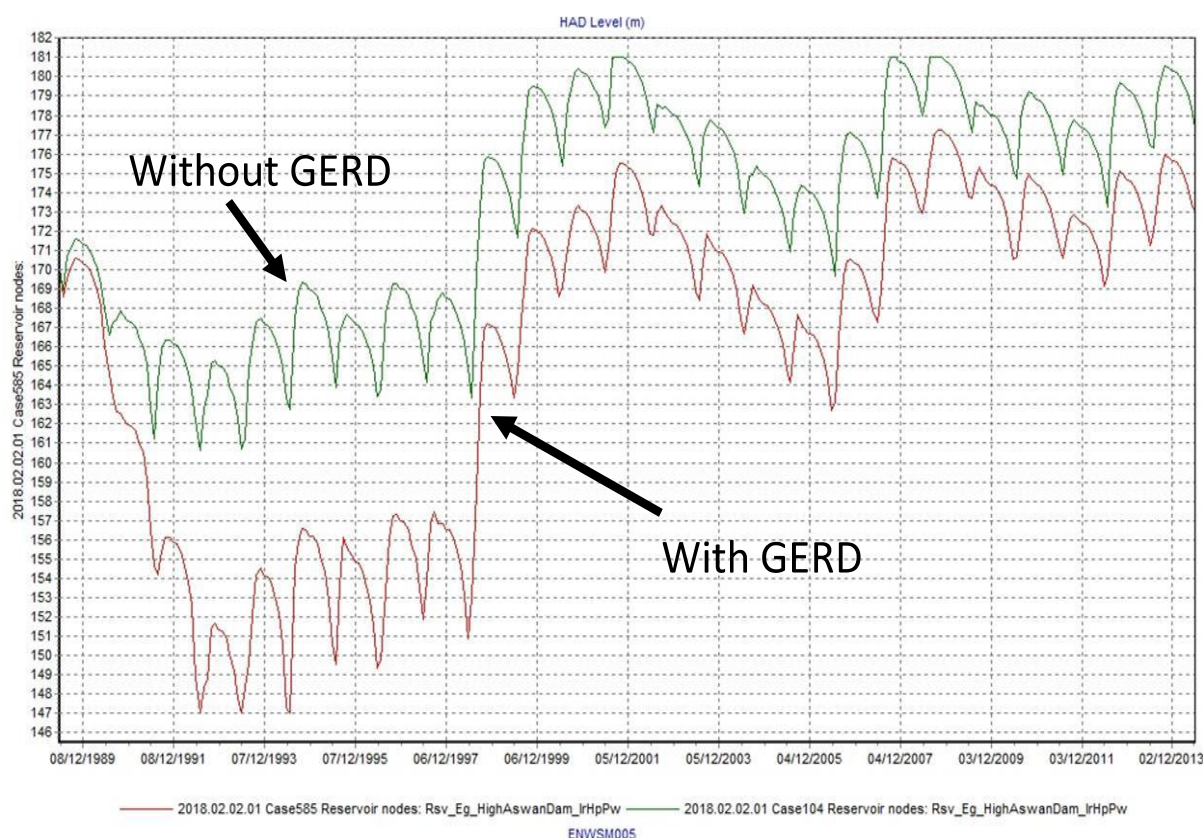
Stages	Target levels of GERD, (m.a.s.l.)	Incremental retained water at the end of June, (BCM)	Cumulative retained water at the end of June, (BCM)
1	565	4.9	4.9
	595	13.5	18.4
2	608	10.5	28.9
3	617	10.4	39.3
4	625	10.0	49.3

4. **Egypt's acceptance of this stage-based filling plan was based on the *proviso* that Ethiopia will be committed to implementing effective mitigation measures to address drought conditions during the filling and operation.** Executing the stage-based filling plan without the related drought

mitigation measures is unacceptable. It would serve Ethiopian interests and priorities without providing any protections to the interest and right of downstream states.

5. **As the stage-based filling schedule shows, the filling of the GERD involves the impoundment of around 50 billion cubic meters (BCM). Accordingly, the reservoir of the High Aswan Dam will lose around 50 BCM of water as a result of the filling of the GERD. This amounts to 56% of the live storage of the High Aswan Dam.** The filling of the GERD will also involve additional losses amounting to approximately 6.5-15BCM due to initial infiltration losses.
6. This means that, even if the annual yield of the Blue Nile remains at average levels throughout the period of the filling of the GERD, Egypt will lose a sizable amount of its strategic water reserves stored in the High Aswan Dam. This is shown in the following graph, which demonstrates that the filling of the GERD will cause a manifest reduction in the water stored in the High Aswan Dam, even in normal/average hydrological conditions.

Impact of the Filling of the GERD on the Water Level of the High Aswan Dam during Normal/Average Hydrological Conditions

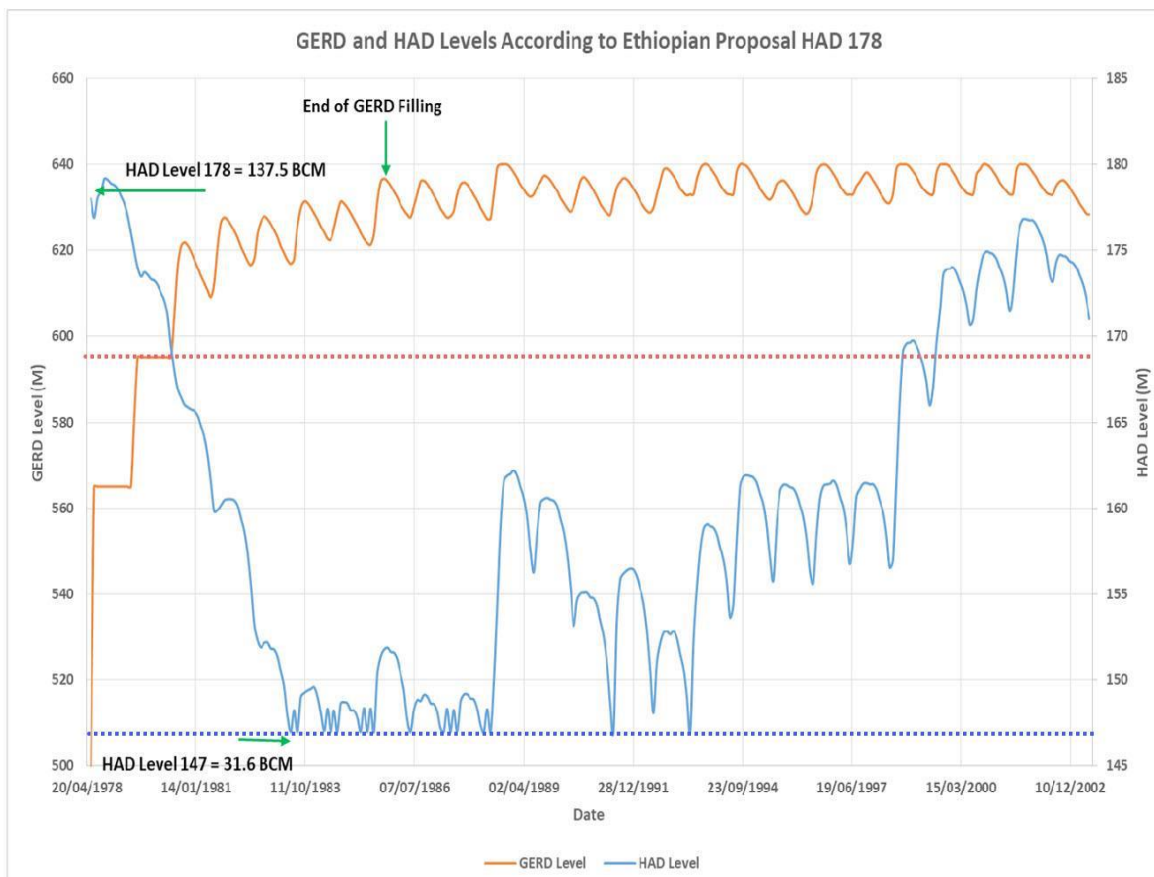


7. **This graph shows that the resilience of the High Aswan Dam (i.e. its ability to address drought conditions) will be reduced due to the filling of the GERD, which will make Egypt increasingly vulnerable to the impacts of droughts in the future.** Nonetheless, Egypt has not called on Ethiopia to take any mitigation measures except during periods of severe and prolonged droughts. This demonstrates Egypt's good will by showing that it is willing to sacrifice a significant portion of the

water stored in the High Aswan Dam thereby increasing its vulnerability to future droughts. In return, Egypt expects Ethiopia to take effective mitigation measures to address severe and prolonged droughts, which Egypt will be unable to address due to the reduced storage level of the High Aswan Dam caused by the filling of the GERD.

8. **If a drought coincides with the filling of the GERD, the impact on Egypt could be disastrous. The following graphs simulate the combined effect of the filling of the GERD and a period of drought similar to that of the 1980s, which was a severe prolonged drought in the Nile Basin.**

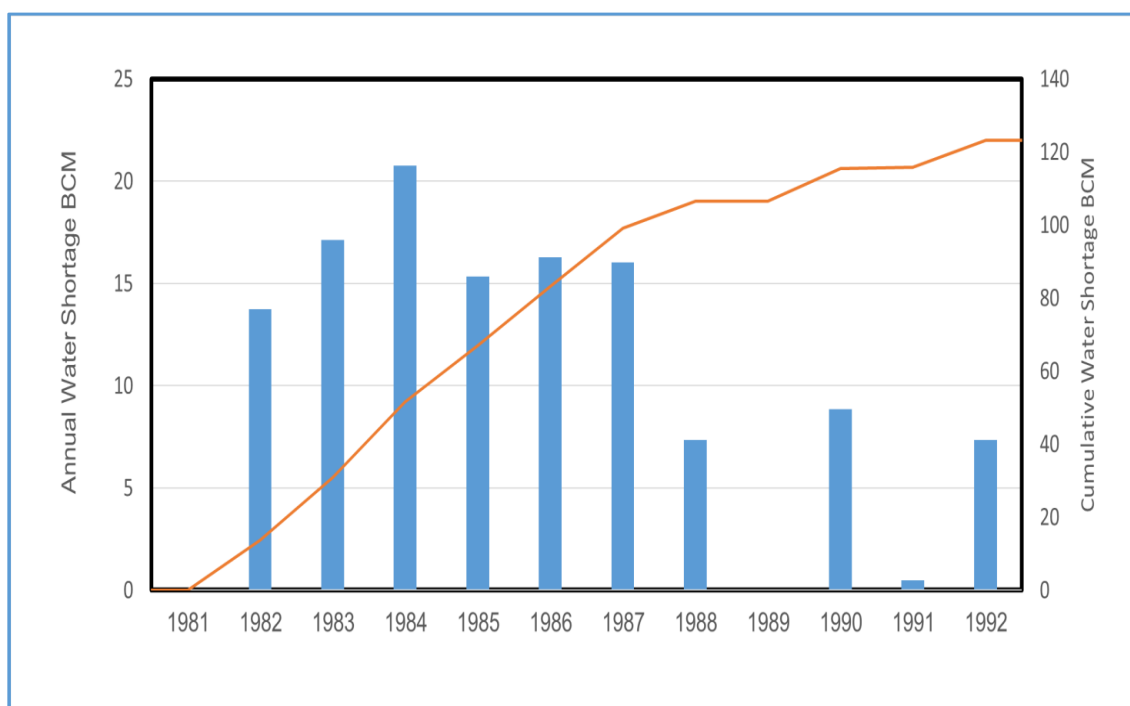
Combined Impact of the GERD Filling & Prolonged Droughts on the High Aswan Dam



9. As the previous graph shows, if a drought occurs during the filling of the GERD, the High Aswan Dam will reach its shutdown level within 4-5 years. The shutdown level is the point at which a dam is no longer able to release water. Therefore, if a dam reaches its shutdown level, this indicates that it has exhausted the water stored in its reservoir. **As aforementioned, if a drought coincides with the filling of the GERD, it is expected that Egypt's water reserves – the sole source of livelihood for 100 million Egyptians – may be completely depleted within 4-5 years.**

10. The following graph shows the quantity of the annual water shortage suffered by Egypt due to the occurrence of a drought during the filling of the GERD (vertical bars) and also shows the cumulative water shortage that would be sustained over the entire filling period (curve). Based on these simulations, it is estimated that Egypt could experience total water shortages reaching over 120 BCM due to the combined effect of the filling of the GERD and a period of drought.

Annual & Cumulative Water Shortages in Egypt due to the GERD Filling & Prolonged Droughts



11. To address these scenarios, Egypt submitted several proposals designed to mitigate the combined effect of the filling of the GERD and the occurrence of a period of drought. These proposals are based on identifying three different types of drought conditions depending on their severity and length. Specifically, Egypt proposed that mitigation measures should be taken in the following hydrological conditions.

- **Single-Year Drought:** If in any hydrological year the flow of the Blue Nile is less than 37BCM, then the GERD will release extra amounts of water to be determined in the agreement, without dropping below a level of 603m. Based on the historical record of the Nile River flows (1900-2019), this condition (a single year with a flow below 37BCM) has a probability of occurrence of only 8%.
- **Prolonged Drought:** If the average flow at the GERD over a period of four years is less than 38BCM, then the GERD will release a specific percentage of the waters stored in its reservoir over the following four hydrological years, without dropping below a level of 603m. Based on

the historical record of the Nile River flows (1900-2019), this condition (a four-year moving average of 38bcm) has a probability of occurrence of only 5%.

- **Prolonged Period of Dry Years**: If the average flow at the GERD over a period of four hydrological years is between 38BCM and 41BCM, then the GERD will release a specific percentage of the waters stored in its reservoir over a period of four hydrological years, without dropping below a level of 603m. Based on the historical record of the Nile River flows, this condition (a four-year moving average of 41bcm) has a probability of occurrence of only 7%.
12. It is important to highlight that these mitigation measures apply in exceptional situations of severe droughts that have a low probability of occurrence (5-8%). It is also important to note that all of these drought mitigation measures ensure that the GERD will not drop below a level of 603m. This means that Ethiopia would always be guaranteed a minimum storage of 24.7BCM, even during the worst periods of drought, and that the GERD would always remain 8 meters above its shutdown level.
 13. These measures will not completely alleviate the impacts on Egypt of drought conditions that may coincide with the filling. In all of these scenarios, the storage of the High Aswan Dam will be experience significant reductions. Therefore, the purpose of these mitigation measures is to reduce the rate of depletion of the storage at the HAD that would be used as a buffer to resist the ongoing drought.
 14. Unfortunately, despite Egypt's flexibility and good will, which is reflected in the fact that Egypt accepted Ethiopia's filling plan, including the rapid execution of the first stage of the filling to commence hydropower production within two years, Ethiopia has rejected every Egyptian proposal relating to drought mitigation measures during the filling of the GERD. Ethiopia claims that Egypt's proposal "put the dam filling in an impossible condition." This is patently untrue. Every Egyptian proposal and all the drought mitigation measures designed by Egypt will guarantees that Ethiopia will generate hydropower from the GERD in all hydrological conditions.

b. The Operation of the GERD and its Impact on Egypt:

15. In keeping with its desire to reach a fair and balanced agreement on the GERD, Egypt proposed operational rules for the GERD that guarantee the optimal and sustainable generation of hydropower from the GERD, while mitigating the potential adverse effects of this dam on Egypt.
16. This was demonstrated in the fact that Egypt accepted Ethiopia's proposals for the normal operational rule of the GERD. This rule applies during normal hydrological conditions (i.e. periods of above-average and average flows). The normal operational rule proposed by Egypt is designed to maintain the GERD at a level of 625m, which is the optimal operational level of the GERD. **In other words, Egypt has adopted a position that maintains the GERD at a level that ensures that Ethiopia will generate hydropower at optimal levels from the GERD.**
17. **Ethiopia, however, continues to refuse to take mitigation measures that would protect Egypt against the effects of droughts that may occur in the future.** These drought mitigation measures proposed by Egypt for application during the operation of the GERD are similar to those proposed for application during the filling process.

18. It is noteworthy that Egypt adopted this approach to drought mitigations measures as a show of flexibility. These measures were originally proposed by the U.S. and World Bank mediators during the negotiations that were held in Washington D.C. with U.S. facilitation. Ideally for Egypt, and consistent with international best practices and the global academic consensus, drought mitigation measures should be based on a multi-reservoir operation approach that ensure that major reservoirs are operated in a coordinated and collaborative manner. Nonetheless, Egypt has adopted a three-layered approach to address and accommodate Ethiopian concerns. These are as follows:

- **Single-Year Drought**: If in any hydrological year the flow of the Blue Nile is less than 37BCM, then the GERD will release extra amounts of water to be determined in the agreement, without dropping below a level of 603m. **Based on the historical record of the Nile River flows (1900-2019), this condition (a single year with a flow below 37BCM) has a probability of occurrence of only 8%.**
- **Prolonged Drought**: If the average release at the GERD over a period of four years is less than 39BCM, the GERD will release a specific percentage of the waters stored in its reservoir over a period of four years, without dropping below a level of 603m. **Based on the historical record of the Nile River flows, this condition (a four-year moving average of 39BCM) has a probability of occurrence of only 5%.**
- **Prolonged Period of Dry Years**: If the average release at the GERD over a period of five hydrological years is less than 40bcm, the GERD will release a specific percentage of the waters stored in its reservoir over a period of five hydrological years, without dropping below a level of 603m. **Based on the historical record of the Nile River flows, this condition (a four-year moving average of 40BCM) has a probability of occurrence of 6%.**

19. Several points are noteworthy in this regard:

- In almost all hydrological conditions, the GERD will remain at its optimal level of 625m and will generate hydropower sustainably at optimal levels.
- These mitigation measures are designed to apply in exceptional cases of severe droughts. The probability that these cases may occur ranges from 5-8%.
- Even if these mitigation measures are applied, Ethiopia is guaranteed that it will continue to generate hydropower at a minimum of 80% of its capacity. This is the maximum level of hydropower that the GERD can generate during a drought.

20. Despite the reasonableness of these proposals, Ethiopia continues to refuse any meaningful drought mitigation measures. It argues that, if a drought occurs in the future, then the three countries should meet and deliberate over the measures that should be taken.

21. It appears that if the matter relates to Ethiopia's interests and priorities, such as the first-stage filling, the filling schedule and the normal operation rule, Ethiopia insists on establishing clear and unequivocal rules that fulfill and secure its needs. On the other

hand, it refuses to commit to any concrete measures that provide even minimal protections to the interests of downstream states.

C. Socio-Economic Impacts of the Unilateral Filling and Operation of the GERD.

22. On the long term, if the GERD is operated unilaterally, it will adversely affect every aspect of life in Egypt. It is estimated that the total water shortages in Egypt caused both by the GERD and by Ethiopia's failure to take drought mitigation measures could reach a cumulative total of over 123BCM over a period of around twenty years.
23. The socio-economic impacts of this shortage would be disastrous and are impossible to fathom. Indeed, studies conducted by international experts, including by the Dutch firm Deltares which is a global leader in the area of hydrological modeling, have demonstrated that a water shortage of only one billion cubic meters of water in Egypt would lead to:
- - 290,000 people losing their incomes.
 - - 130,000 hectares of cultivated land lost.
 - - \$150 million increase in food imports.
 - - \$430 million USD of agricultural production

* (These figures are an average cost of a water shortage of one billion cubic meters of water over the period of a drought).

24. It is, therefore, necessary to reach a comprehensive agreement on the filling and operation of the GERD that includes effective measures to mitigate the effects of both the filling of the GERD and its long-term operation.

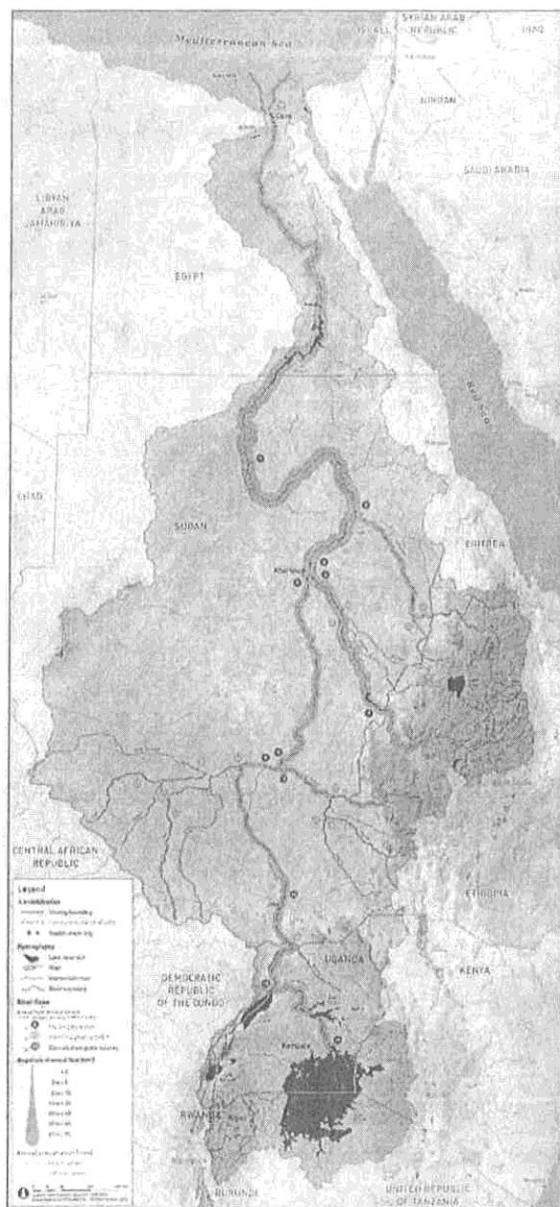
Conclusion:

1. Egypt is committed to reaching a fair and balanced agreement on the GERD. This agreement should be based on preserving the rights and equities of the three riparian states of the Blue Nile. This agreement should guarantee Ethiopia the ability to generate hydropower from the GERD expeditiously, efficiently, and sustainably. For Egypt, this agreement should minimize the adverse effects of the GERD through including mitigation measures to address the impacts of the filling and operation of the GERD and any future periods of drought.
2. Throughout ten years of negotiations, Ethiopia effectively undermined every effort to reach an agreement on the GERD. This included the A.U.-led process that was launched in June 2020. It derailed the process by refusing to negotiate on the operational rules of the GERD and by repeatedly proposing that the downstream states should accept partial arrangements that provide no protection for their rights or interests. Moreover, Ethiopia has repeatedly signaled its intent to continue filling and operating the GERD unilaterally.
3. If Ethiopia shows the requisite political will, an agreement on the GERD can be reached. The international community must, therefore, to impress upon Ethiopia the dangers of the unilateral the filling and operation of the GERD and to call upon it to reengage in good faith negotiations in order to expeditiously conclude an agreement.
4. Failure to reach an agreement and Ethiopia's continued filling of the GERD and its unilateral operation of this mega-dam could become a source of insecurity and instability in the region. It is strategically untenable for Egypt to allow its survival to become dependent on an upstream riparian that, after a decade of negotiations, has not demonstrated a preparedness to act as a reliable and responsible partner.

Annex One
Hydrological Regime of the Nile Basin

HYDROLOGIC REGIME IN THE NILE BASIN

Mean annual flow of the Nile and main tributaries upstream of Lake Nasser

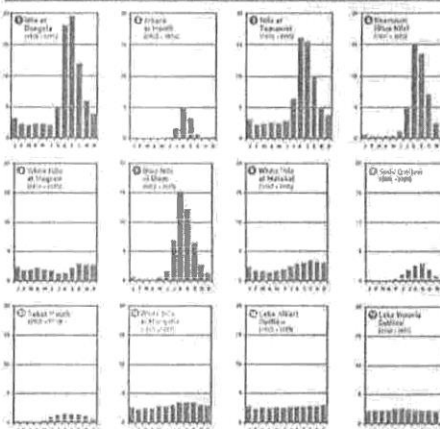


ABOUT THE DATA

This poster displays the hydrologic regime of the Nile and its main tributaries upstream of Lake Nasser. It is based on the data collected by the Nile Basin Authority (NBA) and the Nile Basin Hydrology Project (NBHP) from 1960 to 1999. The data is presented in the form of a map and a series of bar charts showing the mean monthly flow in cubic kilometers (km³) at key stations. The data is presented in the form of a map and a series of bar charts showing the mean monthly flow in cubic kilometers (km³) at key stations.

It should also be noted that the Nile basin upstream of Lake Nasser is a semi-arid region with a mean annual rainfall of 100 mm. The data is presented in the form of a map and a series of bar charts showing the mean monthly flow in cubic kilometers (km³) at key stations.

Mean monthly flow in cubic kilometers (km³) at key stations (numbers indicated on map)



Mean annual flow in cubic kilometers (km³) at key stations (numbers indicated on map)

Station	Period	Mean annual flow (km³)
1. Lake Tana	1960-1999	11.2
2. Lake Kyoga	1960-1999	11.2
3. Lake Kyoga	1960-1999	11.2
4. Lake Kyoga	1960-1999	11.2
5. Lake Kyoga	1960-1999	11.2
6. Lake Kyoga	1960-1999	11.2
7. Lake Kyoga	1960-1999	11.2
8. Lake Kyoga	1960-1999	11.2
9. Lake Kyoga	1960-1999	11.2
10. Lake Kyoga	1960-1999	11.2
11. Lake Kyoga	1960-1999	11.2
12. Lake Kyoga	1960-1999	11.2
13. Lake Kyoga	1960-1999	11.2
14. Lake Kyoga	1960-1999	11.2
15. Lake Kyoga	1960-1999	11.2
16. Lake Kyoga	1960-1999	11.2
17. Lake Kyoga	1960-1999	11.2
18. Lake Kyoga	1960-1999	11.2
19. Lake Kyoga	1960-1999	11.2
20. Lake Kyoga	1960-1999	11.2
21. Lake Kyoga	1960-1999	11.2
22. Lake Kyoga	1960-1999	11.2
23. Lake Kyoga	1960-1999	11.2

Information Products for Nile Basin Water Resources Management

GCP/NT/945/ITA

burundi d.r.congo egypt eritrea ethiopia kenya rwanda sudan u.r.tanzania uganda

www.fao.org/nr/water/taonile
A project sponsored by the Government of Italy

Annex Two
2014 Joint Statement by the
Arab Republic of Egypt and the
Federal Democratic Republic of Ethiopia

Joint Statement

By the *Arab Republic of Egypt*
and the *Federal Democratic Republic of Ethiopia*

The President of the Arab Republic of Egypt and the Prime Minister of the Federal Democratic Republic of Ethiopia, met on June 26 2014 in Malabo, Equatorial Guinea, on the margins of the 23rd African Union Summit, to set the foundation for a new chapter of enhanced bilateral relations and regional cooperation.

Stemming from the historical ties and cultural heritage that bonds our nations, and the River Nile that unites our destiny and grants life to our peoples, *both leaders reaffirmed* their commitment to enhance their bilateral relations based on the principles of cooperation, mutual respect, good neighborhood, respect of international law, and achieving common interests.

Mindful of the enormous opportunities and potentials of working together, and the need to capitalize on both countries resources in order to maximize common benefits, *they agreed* to start the preparatory work for the Bilateral Joint commission with the objective of conducting it in a period of three months.

Cognizant of the rising demand of the peoples of Egypt and Ethiopia on their shared transboundary natural resources, and the significance of the River Nile as the primary source of water for the livelihood of the Egyptian people, and the need of the Ethiopian People developmental needs, *they agreed on the following* on their water Uses;

1. To resort to the principles of dialogue, cooperation, mutual accommodation, as the best means to fulfill win win situations and avoid adverse effects to each other;
2. To give adequate priority to regional water resources development projects in order to meet the rising demand on water and mitigate water shortages;
3. To respect the principles of international law.
4. To immediately resume their participation in the trilateral technical committee regarding the Grand Ethiopian Renaissance Dam Project (GERD), with the participation of Sudan, in order to implement the recommendations of the International Panel of Experts (IPOE), and to respect the outcomes of the joint technical studies recommended in the (IPOE) Final Report throughout the implementation phases of the project.
5. The government of Ethiopia will avoid any potential adverse effects of the GERD on the water uses of Egypt.
6. The government of Egypt is committed to a constructive dialogue with Ethiopia that takes into account the developmental needs and aspirations of the Ethiopian people.
7. Both countries are committed, in the context of the existing trilateral dialogue, to undertake their work in good faith by consensus.

Both leaders also decided to establish a high level Committee, under their direct supervision, to address all dimensions of relations in the political, economic, social and security fields, on both bilateral and regional levels.

Leaders of both countries agreed to implement this joint statement immediately in good faith and a spirit of cooperation.

Annex Three
2015 Agreement on Declaration of Principles
on the Grand Ethiopian Renaissance Dam Project
(GERDP)

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20.04.2015 12:29

**Agreement on Declaration of Principles 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 (GERDP)**

Preamble

Mindful of the rising demand of the Arab Republic of Egypt, the Federal Democratic Republic of Ethiopia and the Republic of Sudan on their transboundary water resources, and cognizant of the significance of the River Nile as the source of livelihood and the significant resource to the development of the people of Egypt, Ethiopia and Sudan, the three countries have committed to the following principles on the GERD:

I. Principle of Cooperation

- To cooperate based on common understanding, mutual benefit, good faith, win-win, and principles of international law.
- To cooperate in understanding upstream and downstream water needs in its various aspects.

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II. Principle of Development, Regional Integration and Sustainability

The purpose of GERD is for power generation, to contribute to economic development, promotion of transboundary cooperation and regional integration through generation of sustainable and reliable clean energy supply.

III. Principle Not to Cause Significant Harm

- The three countries shall take all appropriate measures to prevent the causing of significant harm in utilizing the Blue/Main Nile.
- Where significant harm nevertheless is caused to one of the countries, the state whose use causes such harm shall, in the absence of agreement to such use, take all appropriate measures in consultations with the affected state to eliminate or mitigate such harm and, where appropriate, to discuss the question of compensation.

IV. Principle of Equitable and Reasonable Utilization

- The three countries shall utilize their shared water resources in their respective territories in an equitable and reasonable manner.
- In ensuring their equitable and reasonable utilization, the three countries will take into account all the relevant guiding factors listed below, but not limited to the following outlined:
 - a. Geographic, hydrographic, hydrological, climatic, ecological and other factors of a natural character;

#0060 P.004 / 006

20 MAR 2015 12:30

- b. The social and economic needs of the Basin States concerned;
- c. The population dependent on the water resources in each Basin State;
- d. The effects of the use or uses of the water resources in one Basin State on other Basin States;
- e. Existing and potential uses of the water resources;
- f. Conservation, protection, development and economy of use of the water resources and the costs of measures taken to that effect;
- g. The availability of alternatives, of comparable value, to a particular planned or existing use;
- h. The contribution of each Basin State to the waters of the Nile River system;
- i. The extent and proportion of the drainage area in the territory of each Basin State.

V. Principle to Cooperate on the First Filling and Operation of the Dam

- To implement the recommendations of the International Panel of Experts (IPOE), respect the final outcomes of the Tripartite National Committee (TNC) Final Report on the joint studies recommended in the IPOE Final Report throughout the different phases of the project.
- The three countries, in the spirit of cooperation, will utilize the final outcomes of the joint studies, to be conducted as per the recommendations of the IPOE Report and agreed upon by the TNC, to:-
 - a) Agree on guidelines and rules on the first filling of GERD which shall cover all different scenarios, in parallel with the construction of GERD.

#0660 P.005 '006

2021-08-18 14:13

- b) Agree on guidelines and rules for the annual operation of GERD, which the owner of the dam may adjust from time to time.
- c) Inform the downstream countries of any unforeseen or urgent circumstances requiring adjustments in the operation of GERD.
- To sustain cooperation and coordination on the annual operation of GERD with downstream reservoirs, the three countries, through the line ministries responsible for water, shall set up an appropriate coordination mechanism among them.
- The time line for conducting the above mentioned process shall be 15 months from the inception of the two studies recommended by the IPoE.

VI. Principle of Confidence Building

- Priority will be given to downstream countries to purchase power generated from GERD.

VII. Principle of Exchange of Information and Data

Egypt, Ethiopia, and Sudan shall provide data and information needed for the conduct of the TNC joint studies in good faith and in a timely manner.

VIII. Principle of Dam Safety

- The three countries appreciate the efforts undertaken thus far by Ethiopia in implementing the IPoE recommendations pertinent to the GERD safety.
- Ethiopia shall in good faith continue the full implementation of the Dam safety recommendations as per the IPoE report.

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IX. Principle of Sovereignty and Territorial Integrity

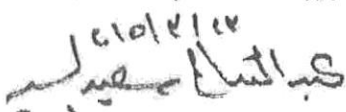
The three countries shall cooperate on the basis of sovereign equality, territorial integrity, mutual benefit and good faith in order to attain optimal utilization and adequate protection of the River.

X. Principle of Peaceful Settlement of Disputes

- The Three countries will settle disputes, arising out of the interpretation or implementation of this agreement, amicably through consultation or negotiation in accordance with the principle of good faith. If the Parties are unable to resolve the dispute through consultation or negotiation, they may jointly request for conciliation, mediation or refer the matter for the consideration of the Heads of State/Head of Government.


This agreement on Declaration of Principles is signed in Khartoum, Sudan, on Monday the 23rd of March 2015, by the Arab Republic of Egypt, The Federal Democratic Republic of Ethiopia, and the Republic of Sudan.

For the
Arab Republic of Egypt:



Abdel Fattah El Sisi
President of the Republic.

For the
Federal Democratic Republic
of Ethiopia:



Hailemariam Desalegn
Prime Minister of the Republic.

For the
Republic of the Sudan:



Omer Hassan A. Elbe
President of the Republic.

Annex Four
Letter dated 19 December 2017 to
H.E. Dr. Mohamed Abd Elaty, Minister of Water
Resources and Irrigation of Egypt from
H.E. Dr. Eng. Seleshi Bekele,
Minister of Water, Irrigation & Electricity of Ethiopia
on the Ethiopian Filling Plan of the GERD

The Federal Democratic Republic of Ethiopia
Ministry of Water, Irrigation & Electricity

Ref. No. ANOWTC-64101158

19 DEC 2017

H.E. Amb. Mutaz Musa Abdalla Salim
Minister, Ministry of Water Resources, Irrigation and Electricity
The Republic of Sudan
Khartoum

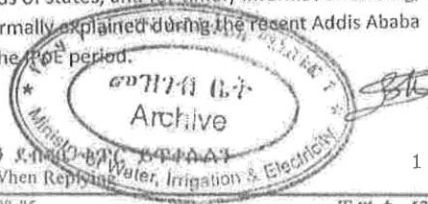
I would like to express my profound gratitude to Y.E. Dr Mohamed Abdl Atay's hospitality that has been accorded to the Ethiopian delegation during the Ministerial meeting held in Cairo, Egypt during November 11-12, 2017. Thank you, Your Excellency for your leadership during this Extra Ordinary meeting.

Excellencies,

In the meantime, in the spirit of cooperation and brotherhood, I would like to share with you an items clarification and one recommendation so that we accelerate our knowledge and information exchange. These are explained as follows:

A. Filling plans and scenarios

In line with the Declaration of Principles (DoP) of our heads of states, and for timely information sharing, I would like to disclose to you what has been already informally explained during the recent Addis Ababa Minsiterial meeting and also well communicated during the POC period.



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Please Quote our Ref. No. When Replying.

電話 011-6-61-11-11
 Tel. 011-6-63-72-22

電話 011-6-61-08-85
 Telefax 011-6-61-07-10
 011-6-62-73-69

電話 5744
P.O.Box 5673

We all understand that the dam filling is an important milestone which should be done with necessary care not to cause significant harm to downstream, and at the same time already provide the benefit of improved water management such as flood protection.

Ethiopia will fill the dam with due regards to the effects of the filling not to cause significant harm.

Accordingly, the latest filling plan is as follows:

1. The initial year the volume of filling to 560 masl is 4.5 BCM.
2. The second year filling is to maintain the minimum operating level (MOL) of the dam at 595 masl, the volume of filling to the MOL will reach to 18 BCM, i.e the filling retention is 13.5 BCM, and is also dependent on the inflow condition.
3. The remaining subsequent phases of GERD filling will be to attain the reservoir until the water level reaches to 633m (62 BCM). This part of the filling will be made based on inflow condition with three scenarios of mean year, dry year or wet year flows. The retention volume between 18BCM (595 masl) and 62BCM (633 masl) will be filled in such a way that it takes 3 more years under mean flow, 4 years under single dry year condition, and to be decided under wet year condition.

Excellencies,

This filling plan, therefore, gives us minimum of five years filling period. I urge you to explain to your respective constituencies to avoid unnecessary misunderstandings. What is currently communicated through various media outlets are erroneous and create unnecessary tension between our sisterly Countries. Ethiopia never intended to fill the dam in one year or 3 years, but with all necessary cautions as explained above. As a further precaution, the filling will be made during rainy seasons.

B. Collaborative research

H.E Dr Mohamed Abd Elaty had also made suggestions that our major universities undertake collaborative scientific research to continuously undertake and clear ambiguities related to technical issues. Ethiopia is willing to establish necessary partnership for research collaborations.

It is our firm belief that such partnership will inform practical science driven recommendations on future development options and identify win-win solutions for our countries

Excellencies, please accept the assurance of our highest consideration on this matter and look forward for speedy engagement on these matters.



Sincerely

[Signature]
Dr. Eng. Seleshi Bekela
Minister

Annex Five
Outcome of the Second Nine-Party Meeting
of the Ministers of Foreign Affairs, Water and
Heads of Intelligence of Egypt, Ethiopia and the Sudan

17.MAY.2018 15:58

#2185 P.002 / 06

**Outcome of the Second Nine-Party Meeting
of the Ministers of Foreign Affairs, Water and Heads of Intelligence of Egypt, Ethiopia
and the Sudan**

In line with the directives of the leaders of Egypt, Ethiopia and the Sudan, the Second Nine-Party Meeting of the Ministers of Foreign Affairs, Water, and Heads of Intelligence of the three countries met in Addis Ababa, Ethiopia on May 15th 2018.

The Ministers reiterated the commitment of the three countries to the Agreement on Declaration of Principles on the GERD signed in Khartoum in March 2015 so as to achieve its object and purpose, and agreed on the following:

1 On Regularizing the Tripartite Summit of Egypt, Ethiopia and the Sudan:


The Ministers, on the basis of the directives of the Heads of State and Government, and in the spirit of their countries' unity as one to fulfill the aspirations of their people to live in peace, security and prosperity; building on the cooperation between them, have confirmed the convening of regular Summits of the three leaders every six months, on the basis of rotation in their respective capitals.

2. On the establishment of the Tripartite Infrastructure Fund:

The Ministers discussed on the best way forward to implement the directives of the Heads of State and Government in Sharm El-Sheikh to establish an Infrastructure Fund to provide for joint infrastructure and development proposals in the three countries.

The Ministers agreed to bring together high officials from the three countries to work out the most suitable modality for the establishment of the Fund which shall be raised to the Heads of State and Government through the line ministries.

The three countries have accepted the kind invitation of Egypt to host the High Officials meeting in Cairo on 3rd - 4th July 2018.



17.MAY.2018 15:58

#2185 P.003 /006

3. On the draft Inception Report:

The current Chairman of the TNC - as a sole exception from the TNC practice and Rules of Procedure - will provide the Consultant with a compilation of queries and observations regarding the draft Inception Report (according to the attached draft email), which has not gained consensus within the TNC, and do not constitute any instructions to the Consultant, and are for the provision of reply from the Consultant.

4. The Consultant will submit within 3 weeks his written reply - which shall be in accordance with the Contract Agreement and Consultancy Services Agreement - on these queries and observations. The Consultant's written reply will be deliberated in the context of a Ministerial TNC meeting attended by the Consultant, and which will be convened in Cairo one week after receiving the Consultant's written reply. This Ministerial TNC meeting will be held back to back with a Nine-Party meeting in Cairo on 18 - 19 June 2018, in the presence of the Consultant, to review the report of the TNC.

5. On establishing a National Independent Scientific Research Study Group:

To establish a National Independent Scientific Research Study Group of the three countries, as follows:

- The mandate of the National Independent Scientific Research Study Group is discussing means of enhancing the level of understanding and cooperation among the three countries with regard to GERD, including discussing and developing various scenarios related to the filling and operation rules in accordance with the principle of equitable and reasonable utilization of shared water resources while taking all appropriate measures to prevent the causing of significant harm.
- The National Independent Scientific Research Study Group comprises 15 members. Each country nominates 5 members.
- The National Independent Scientific Research Study Group shall hold 9 meetings, each for three days, by rotation according to the indicative attached schedule.

The Independent Group will submit the outcome of its deliberations within three months (by August 15th 2018), for consideration of the Water Ministers who will report to the Nine Party mechanism.

Signed in Addis Ababa, on 15 May, 2018



17.MAY.2018 15:58

#2165 P.004 / 006

National Independent Scientific Research Study Group on GERD
Proposed Schedule of Meetings

Meetings	Venue	Date
First Meeting	Cairo	22 – 24 May, 2018
Second Meeting	Khartoum	29 – 31 May, 2018
Third Meeting	Addis Ababa	11 – 13 June, 2018
Fourth Meeting	Cairo	25 – 27 June, 2018
Fifth Meeting	Khartoum	3 – 5 July, 2018
Sixth Meeting	Addis Ababa	10– 12 July, 2018
Seventh Meeting	Cairo	24 – 26 July, 2018
	Khartoum	6 – 8 August, 2018
Ni	Addis Abab	13 – 15 August, 2018

17.MAY.2018 15:58

#2185 P.005 /106

Draft Email to the Consultant

To: BRLi

From: TNC Chair

Dear Eng. Julien VERDONCK, BRLi.

I would like to inform you of the following:

The three countries - as a sole exception from the TNC practice and Rules of Procedure - attach herewith a compilation of queries and observations concerning the draft Inception Report, which has not gained consensus within the TNC, and do not constitute any instructions to the Consultant, and are for the provision of reply from the Consultant.

- The TNC requests the Consultant to submit within 3 weeks (by June 5th 2018), his written reply on these queries and observations. The Consultant's reply shall be in accordance with the Contract Agreement. The Consultant's written reply will be deliberated in the context of a Ministerial TNC meeting attended by the Consultant, and which will be convened in Cairo one week after receiving the Consultant's written reply. This Ministerial TNC meeting will be held back to back with a Nine-Party meeting in Cairo on 18 - 19 June 2018, in the presence of the Consultant, to review the report of the TNC.

Best regards

17.MAY.2018 15:58

#2185 P.006 /006

For the Arab Republic of Egypt

Sameh Shoukry

Minister of Foreign Affairs

Dr. Moha

-Aty

Minister of Water Resources and Irrigation

Gen. Abbass Mostafa Kamel

Chief of General Intelligence Service

For the Federal Democratic Republic of Ethiopia

Dr. Workneh Gebeyehu

Minister of Foreign Affairs

Dr. Seleshi Bekele

Minister of Water, Irrigation and Electricity

Mr. Mulugeta Mekonnen

Deputy Director of NISS

For the Republic of the Sudan

Mutaz Musa Abdallah Salih

Minister of Water Resources, Irrigation and Electricity

Ambassador Mohamed Abdalla Idris

Acting Minister of Foreign Affairs

Lt. Gen. Galal Eldin ElSheikh ElTayeb

Deputy Director General of National Intelligence and Security Service

Annex Six
Outcome Document of the 3rd Meeting of the
National Independent Scientific Group
(NISRG), 20-21 July 2018

National Independent Scientific Research
Group Meeting (NISRG)
Egypt, Ethiopia and Sudan
Addis Ababa, Ethiopia, July 20-21, 2018

Outcomes of the Meeting

- Based on the outcomes of the second meeting of National Independent Scientific Research Group, the NISRG-Ethiopia presented a Revised Proposed Filling Plan.
- Questions and clarifications were raised by NISRG-Egypt and NISRG-Sudan which were addressed by NISRG- Ethiopia.
- Additional clarifications may be communicated by NISRG-Egypt and NISRG-Sudan regarding the proposed filling plan presented.
- Based on the discussions among the three groups the following principles were agreed;
 - Following Adaptive and Cooperative approach towards filling and operation of GERD according with the principle of equitable and reasonable utilization of shared water resources while taking all appropriate measures to prevent the causing of significant harm including downstream reservoirs.
 - To apply a guaranteed minimum release to ensure sustainable management of the systems once GERD reaches minimum operating level .
 - Identifying critical levels in all the dams within EN System below which the reserve storages will be used to mitigate the prolonged drought/drought effect that caused the reservoirs to drop to [the shutdown level/critical level] *
 - On the concept of implementing a coordinated operation of all dams, the NISRGs are highly recommending to establish joint coordination mechanism (forecasting, monitoring mechanism etc.)
- Before the next meeting NISRG-Egypt and NISRG-Sudan will communicate their concerns and comments respectively to NISRG-Ethiopia.
- The fourth meeting is proposed to be held in 9-10 August 2018 in Cairo.

*Point of contention for further discussion

Annex Seven
Joint Statements Issued by Egypt, Ethiopia, Sudan,
and the United States of America after the Ministerial
Meetings held in Washington D.C.

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Joint Statement Of Egypt, Ethiopia, Sudan, The United States, And The World Bank | U.S. Department of the Treasury

U.S. DEPARTMENT OF THE
TREASURYJoint Statement Of Egypt, Ethiopia, Sudan, The United
States, And The World Bank

November 6, 2019



WASHINGTON, D.C. – The foreign ministers of Egypt, Ethiopia and Sudan and their delegations met with the Secretary of the Treasury and the President of the World Bank in Washington, D.C. on November 6, 2019. The ministers reaffirmed their joint commitment to reach a comprehensive, cooperative, adaptive, sustainable, and mutually beneficial agreement on the filling and operation of the Grand Ethiopian Renaissance Dam and to establish a clear process for fulfilling that commitment in accordance with the 2015 Declaration of Principles.

The foreign ministers noted their agreement to hold four technical governmental meetings at the level of water ministers. The ministers agreed that the World Bank and the United States would support and attend the meetings as observers. The ministers also agreed to work toward completion of an agreement by January 15, 2020, and would attend two meetings in Washington, D.C. on December 9, 2019 and

<https://home.treasury.gov/index.php/news/press-releases/sm827>

1/2

31.12.2020

Joint Statement Of Egypt, Ethiopia, Sudan, The United States, And The World Bank | U.S. Department of the Treasury

January 13, 2020, to assess and support progress. If an agreement is not reached by January 15, 2020, the foreign ministers agree that Article 10 of the 2015 Declaration of Principles will be invoked.

The foreign ministers reaffirmed the significance of the Nile to the development of the people of Egypt, Ethiopia, and Sudan, the importance of transboundary cooperation, and their shared interest in concluding an agreement.

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<https://home.treasury.gov/index.php/news/press-releases/sm527>

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2-15-2020

Joint Statement of Egypt, Ethiopia, Sudan, the United States, and the World Bank | U.S. Department of the Treasury

U.S. DEPARTMENT OF THE
TREASURYJoint Statement of Egypt, Ethiopia, Sudan, the United
States, and the World Bank

December 9, 2019

WASHINGTON – The Ministers of Foreign Affairs of Egypt, Ethiopia and Sudan appreciate the observer role of the United States and the World Bank. They noted the progress achieved in the technical meetings among the Ministers of Water Resources in Addis Ababa and in Cairo.

The Ministers agreed that the strategic direction of the next two technical meetings should be the development of technical rules and guidelines for the filling and operation of the Grand Ethiopian Renaissance Dam (GERD), the definition of drought conditions, and drought mitigation measures to be taken.

The Ministers recognize that there are substantial benefits to all three countries in developing rules and guidelines to address drought conditions. The rules and guidelines will include drought mitigation measures based upon the natural flow in the given year and water release rates from the GERD. The implementation of these technical rules and guidelines for the filling and operation of the GERD will be undertaken by Ethiopia, and may be adjusted by the three countries, in accordance with the hydrological conditions in the given year.

The Ministers of Foreign Affairs look forward to reconvening in Washington, D.C. on January 13, 2020 to review the results of the upcoming technical meetings in Khartoum and Addis Ababa with the goal of finalizing an agreement.

<https://home.treasury.gov/index.php/news/press-releases/sm851>

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2/15/2020

Joint Statement of Egypt, Ethiopia, Sudan, the United States and the World Bank | U.S. Department of the Treasury

U.S. DEPARTMENT OF THE
TREASURYJoint Statement of Egypt, Ethiopia, Sudan, the United
States and the World Bank

January 15, 2020

Washington, DC – The Ministers of Foreign Affairs and Water Resources of Egypt, Ethiopia and Sudan and their delegations met with the Secretary of the Treasury and the President of the World Bank, participating as observers, in Washington, D.C. on January 13-15, 2020. The Ministers noted the progress achieved in the four technical meetings among the Ministers of Water Resources and their two prior meetings in Washington D.C. and the outcomes of those meetings and their joint commitment to reach a comprehensive, cooperative, adaptive, sustainable, and mutually beneficial agreement on the filling and operation of the Grand Ethiopian Renaissance Dam.

Toward that end, the Ministers noted the following points, recognizing that all points are subject to final agreement:

1. The filling of the GERD will be executed in stages and will be undertaken in an adaptive and cooperative manner that takes into consideration the hydrological conditions of the Blue Nile and the potential impact of the filling on downstream reservoirs.
2. Filling will take place during the wet season, generally from July to August, and will continue in September subject to certain conditions.
3. The initial filling stage of the GERD will provide for the rapid achievement of a level of 595 meters above sea level (m.a.s.l.) and the early generation of electricity, while providing appropriate mitigation measures for Egypt and Sudan in case of severe droughts during this stage.
4. The subsequent stages of filling will be done according to a mechanism to be agreed that determines release based upon the hydrological conditions of the

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3/15/2020

Joint Statement of Egypt, Ethiopia, Sudan, the United States and the World Bank ; U.S. Department of the Treasury

Blue Nile and the level of the GERD that addresses the filling goals of Ethiopia and provides electricity generation and appropriate mitigation measures for Egypt and Sudan during prolonged periods of dry years, drought and prolonged drought.

5. During long term operation, the GERD will operate according to a mechanism that determines release based upon the hydrological conditions of the Blue Nile and the level of the GERD that provides electricity generation and appropriate mitigation measures for Egypt and Sudan during prolonged periods of dry years, drought and prolonged drought.

6. An effective coordination mechanism and provisions for the settlement of disputes will be established.

The Ministers agree that there is a shared responsibility of the three countries in managing drought and prolonged drought.

The Ministers agreed to meet again in Washington, D.C. on January 28-29 to finalize a comprehensive agreement on the filling and operation of the GERD, and that there will be technical and legal discussions in the interim period.

The Ministers recognize the significant regional benefits that can result from concluding an agreement on the Grand Ethiopian Renaissance Dam with respect to transboundary cooperation, regional development and economic integration that can result from the operation of the Grand Ethiopian Renaissance Dam. The Ministers of Foreign Affairs reaffirmed the importance of transboundary cooperation in the development of the Blue Nile to improve the lives of the people of Egypt, Ethiopia, and Sudan, and their shared commitment to concluding an agreement.

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1/29/2020

Joint Statement of Egypt, Ethiopia, Sudan, the United States And the World Bank | U.S. Department of the Treasury

U.S. DEPARTMENT OF THE
TREASURYJoint Statement of Egypt, Ethiopia, Sudan, the United
States And the World Bank

January 31, 2020

Washington, DC – The Ministers of Foreign Affairs and Water Resources of Egypt, Ethiopia and Sudan and their delegations met with the Secretary of the Treasury and the President of the World Bank, participating as observers in negotiations on the filling and operation of the Grand Ethiopian Renaissance Dam (GERD), in Washington, D.C. on January 28-31, 2020. At the conclusion of the meetings, the Ministers reached an agreement on the following issues, subject to the final signing of the comprehensive agreement:

1. a schedule for a stage based filling plan of the GERD;
2. a mitigation mechanism for the filling of the GERD during drought, prolonged drought, and prolonged periods of dry years; and
3. a mitigation mechanism for the annual and long-term operation of the GERD in drought, prolonged drought, and prolonged periods of dry years.

They also discussed and agreed to finalize a mechanism for the annual and long-term operation of the GERD in normal hydrological conditions, a coordination mechanism, and provisions for the resolution of disputes and the sharing of information. Moreover, they also agreed to address dam safety and pending studies on the environmental and social impacts of the GERD.

The Ministers have instructed their technical and legal teams to prepare the final agreement, which shall include the agreements reached above, for a signing of the three countries by the end of February, 2020.

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Joint Statement of Egypt, Ethiopia, Sudan, the United States And the World Bank | U.S. Department of the Treasury

The Ministers recognize the significant regional benefits that will result from this agreement and from the operation of the dam with respect to transboundary cooperation, regional development and economic integration. The Ministers reaffirmed the importance of transboundary cooperation in the development of the Blue Nile to improve the lives of the people of Egypt, Ethiopia, and Sudan.

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2/13/2020

Joint Statement of Egypt, Ethiopia, Sudan, the United States and the World Bank | U.S. Department of the Treasury

U.S. DEPARTMENT OF THE
TREASURY

Joint Statement of Egypt, Ethiopia, Sudan, the United States and the World Bank

February 13, 2020

Washington, DC – Ministers of Egypt, Ethiopia and Sudan and their delegations met with the Secretary of the Treasury and the President of the World Bank, participating as observers, to continue negotiations on the filling and operation of the Grand Ethiopian Renaissance Dam (GERD), in Washington, D.C. on February 12-13, 2020.

The Ministers reviewed the progress achieved by their technical and legal teams and continued their discussions on the remaining issues necessary for a final agreement. The Ministers reaffirmed the importance of transboundary cooperation in the development of the Blue Nile to improve the lives of the people of Egypt, Ethiopia, and Sudan, and their shared commitment to concluding an agreement.

"The United States, with technical support from the World Bank, has agreed to facilitate the preparation of the final agreement for consideration by the Ministers and heads of state for conclusion by the end of the month," said Steven T. Mnuchin, Secretary of the Treasury.

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<https://home.treasury.gov/news/press-releases/sm907>

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2/16/2020

Statement by the Secretary of the Treasury on the Grand Ethiopian Renaissance Dam | U.S. Department of the Treasury

U.S. DEPARTMENT OF THE
TREASURYStatement by the Secretary of the Treasury on the Grand
Ethiopian Renaissance Dam

February 28, 2020

Washington, DC – On February 27-28, 2020, U.S. Treasury Secretary Steven T. Mnuchin participated in separate bilateral meetings with the Ministers of Foreign Affairs and the Ministers of Water Resources of Egypt and Sudan.

The United States facilitated the preparation of an agreement on the filling and operation of the Grand Ethiopian Renaissance Dam (GERD) based on provisions proposed by the legal and technical teams of Egypt, Ethiopia and Sudan and with the technical input of the World Bank.

In separate bilateral meetings, the Ministers shared their comments on the agreement. The United States believes that the work completed over the last four months has resulted in an agreement that addresses all issues in a balanced and equitable manner, taking into account the interests of the three countries.

This process has built on the prior seven years of technical studies and consultations between the three countries, and the resulting agreement, in our view, provides for the resolution of all outstanding issues on the filling and operation of the GERD. The foundation of the agreement is the principles agreed between the three countries in the 2015 Agreement on Declaration of Principles (DOP), in particular the principles of equitable and reasonable utilization, of not causing significant harm, and of cooperation.

<https://home.treasury.gov/news/secretary-statements-remarks/statement-by-the-secretary-of-the-treasury-on-the-grand-ethiopian-renaissance-dam>

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3/15/2020

Statement by the Secretary of the Treasury on the Grand Ethiopian Renaissance Dam | U.S. Department of the Treasury

We appreciate the readiness of the government of Egypt to sign the agreement and its initialing of the agreement to evidence its commitment. We also recognize that Ethiopia continues its national consultations, and look forward to its concluding its process as soon as possible to provide for the signing of the agreement at the earliest possible time. Consistent with the principles set out in the DOP, and in particular the principles of not causing significant harm to downstream countries, final testing and filling should not take place without an agreement. We also note the concern of downstream populations in Sudan and Egypt due to unfinished work on the safe operation of the GERD, and the need to implement all necessary dam safety measures in accordance with international standards before filling begins.

The United States reaffirms its commitment to remain engaged with the three countries until they sign the final agreement.

We note that a signed agreement on the GERD will be transformational for the region, resulting in significant transboundary cooperation, regional development and economic integration, and improvement in the lives of the more than 250 million people of Egypt, Ethiopia, and Sudan. We are pleased with the significant work by the countries over the last four months, which has only been possible due to the strong commitment to constructive dialogue and cooperation.

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<https://home.treasury.gov/news/secretary-statements-remarks/statement-by-the-secretary-of-the-treasury-on-the-grand-ethiopian-renaissance-dam>

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Annex Eight
Agreement on Guidelines and Rules for the
Filling and Operation of the Grand Ethiopian
Renaissance Dam, initialed by the
Arab Republic of Egypt
in Washington D.C. on February 28, 2020.

Agreement on Guidelines and Rules for the Filling and 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 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 and associated Exhibits which constitute an integral part thereof:

Article 1
Scope and Objective

This Agreement establishes the guidelines and rules governing the filling and operation of the Grand Ethiopian Renaissance Dam in an adaptive and cooperative manner.

Article 2
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 site
- (g) "Hydrological Year" means the period from July 1 to June 30. *ml*

- (h) "Minimum Environmental Release" means release from the GERD required to sustain freshwater and estuarine ecosystems and the livelihoods that depend on these ecosystems.
- (i) "Mitigation Release Year" means the period from November 1 to October 31.
- (j) "m.a.s.l." means meters above mean sea level.
- (k) "Roseires Dam" means the concrete and earth dams and other auxiliaries at the Roseires Dam site in Sudan.

Article 3 Filling

- 3.1 Filling of the GERD shall be carried out in stages and in accordance with the rules in Annex A, Section I and the filling schedules set out in Annex B and Annex C.
- 3.2 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 historical average.
- 3.3 Filling may be accelerated or decelerated according to the Release During Filling matrix in Annex C, Table 2.
- 3.4 Filling shall be completed if the GERD Level would reach 625 m.a.s.l. at the end of any given Hydrological Year pursuant to the Release During Filling Matrix in Table 2 of Annex C.

Article 4 Normal Operation and Refilling

- 4.1 In normal hydrological conditions the GERD will operate mainly between 625 m.a.s.l. and 640 m.a.s.l.
- 4.2 Annual filling during operation of the GERD will be carried out from July and August and may continue in September if the Flow in September is above the historical average.
- 4.3 After initial filling, the operation of the GERD will take place pursuant to the rules set out in Annex A, Section II, and the Release Under Normal Operations and Refilling Matrix in Annex D.
- 4.4 The GERD will operate with an Initial Minimum Environmental Release of 500 m³/s, which may be adjusted by the Technical Coordination Committee (TCC).
- 4.5 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 Annexes A and D, Ethiopia shall request an urgent meeting of the TCC, which shall consider and approve the proposed adjustments.

Article 5
Coordination Mechanism

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

5.2 The MC shall be comprised of each Party's Minister in charge of water affairs. The TCC shall be comprised of three representatives from each Party assigned by each respective Party's 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.

5.3 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, and implementation of this Agreement in accordance with Article 9; and
- (c) make its decisions by consensus.

5.4 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, and implementation of this Agreement in accordance with Article 9;
- (c) make its decisions by consensus;
- (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 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.

5.5 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 June, during the final week of September, 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 6 Data Exchange

6.1 The Parties agree the following data will be exchanged:

(a) Monthly time step data on the following:

- i. Flow,
- ii. water quality in the GERD reservoir, and
- iii. meteorological data at the GERD reservoir.

(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.

6.2 The data referred to in Article 6 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 6.1(c) shall be transmitted on a daily basis.

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

Article 7 Dam Safety and Emergency Situations

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

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

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

7.4 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.

7.5 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.

7.7 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 8 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 9 Dispute Settlement

9.1 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.

9.2 If, after 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 arbitration.

9.3 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 arbitration, 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.

9.4 The arbitral tribunal shall adopt its own rules of procedure by simple majority. 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.

9.5 The arbitral tribunal shall adopt, by simple majority, its award within ninety 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 award of the arbitral tribunal shall be final and binding.

9.6 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 9.3.

9.7 The Parties involved shall bear the costs of the dispute resolution process equally, unless the arbitral tribunal allocates costs differently under the award.

Article 10 General Provisions

10.1 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.

10.2 Future developments upstream of the GERD may be undertaken without prejudice to this Agreement and in accordance with the applicable principles of international law, including the principles of equitable and reasonable utilization, of not causing significant harm, and of cooperation.

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.

Article 13 Review and Amendment

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

12.2 The quantiles included in Annexes A and D 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.

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

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

Article 14
Reservations

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

Article 15
Termination

14.1 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.

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

Annex A

Grand Ethiopian Renaissance Dam

Mitigation Mechanisms for Drought, Prolonged Drought, and Prolonged Periods of Dry Years

I. Filling Period of the GERD

A. Drought

If the Flow at the GERD is <37 BCM in any Hydrological Year, the release from the GERD will be according to the Drought Conditions Release Matrix (Exhibit A)

B. Prolonged Drought*

If the average release from the GERD over the preceding 4 Hydrological Years is <37 BCM, the GERD will release a total of 62.5% of the storage above 603 meters ("Filling Prolonged Drought Total Release") over the following 4 Mitigation Release Years.

The timing of the release of the Filling Prolonged Drought Total Release over the 4 Mitigation Release Year period shall be at the discretion of Ethiopia subject to a minimum annual release that is 1/4 of the Filling Prolonged Drought Total Release/4.

The release of the Filling Prolonged Drought Total Release from storage over the following 4 Mitigation Release Years is not dependent upon the hydrological conditions of the Blue Nile in future Hydrological Years.

C. Prolonged Period of Dry Years*

If the average release from the GERD over the preceding 4 Hydrological Years is <40 BCM, the GERD will release a total of 50% of storage above 603 meters (the "Filling Prolonged Period of Dry Years Total Release") over the following 4 Mitigation Release Years.

The timing of the Filling Prolonged Period of Dry Years Total Release over the 4 Mitigation Release Year period shall be at the discretion of Ethiopia subject to a minimum annual release that is 1/4 of Filling Prolonged Period of Dry Years Total Release/4.

The release of the Filling Prolonged Period of Dry Years Total Release from storage over the following 4 Mitigation Release Years is not dependent upon the hydrological conditions of the Blue Nile in future Hydrological Years.

II. Long Term Operation of the GERD

A. Drought

If the Flow at the GERD is <37 BCM (Q91)** in any Hydrological Year, the release from the GERD will be according to the Drought Conditions Release Matrix (Exhibit A).

B. Prolonged Drought*

If the average release from the GERD over the preceding 4 Hydrological Years is <39 BCM (Q88)**, the GERD will release a total of 100% of the storage above 603 meters (the "Operational Prolonged Drought Total Release") over the following 4 Mitigation Release Years.

The timing of the release of the Operational Prolonged Drought Total Release over the 4 Mitigation Release Year period shall be at the discretion of Ethiopia subject to a minimum annual release that is $\frac{1}{4}$ of the Operational Prolonged Drought Total Release/4.

The release of the Operational Prolonged Drought Total Release from storage over the following 4 Mitigation Release Years is not dependent upon the hydrological conditions of the Blue Nile in future Hydrological Years.

C. Prolonged Period of Dry Years*

If the average release from the GERD over the preceding 5 Hydrological Years is <40 BCM (Q85)**, the GERD will release a total of 100% of storage above 603 meters (the "Operational Prolonged Period of Dry Years Total Release") over the following 5 Mitigation Release Years.

The timing of the release of the Operational Prolonged Period of Dry Years Total Release over the 5 Mitigation Release Year period shall be at the discretion of Ethiopia subject to a minimum annual release that is $\frac{1}{5}$ of Operational Prolonged Period of Dry Years Total Release/5.

The total release of the Operational Prolonged Period of Dry Years Total Release from storage over the following 5 Mitigation Release Years is not dependent upon the hydrological conditions of the Blue Nile in future Hydrological Years.

*Exhibit B details the operation of the mitigation mechanisms for Drought, Prolonged Drought, and Prolonged Period of Dry Years.

**Pursuant to Article 12, the numeric values of the quantiles will be adjusted based upon updated historical data of the hydrological conditions of the Blue Nile at the GERD site every ten years.

Exhibit A

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																		
49.3 BCM	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	33.84
46.2 BCM	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	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	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	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	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	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	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
24.7 BCM	36.55	35.55	34.55	33.55	32.55	31.55	30.55	29.55	28.55	27.55	26.55	25.55	24.55	23.55	22.55	21.55	20.55	19.55

Exhibit B

Operation of Mitigation Mechanisms in Annex A

I. Mitigation Measures for Overlapping Periods of Prolonged Drought and/or Prolonged Period of Dry Years

The application of the mitigation measures when periods of Prolonged Drought and/or Prolonged Period of Dry Years overlap should ensure that there is no multiple accounting for the same drought/dry years in the determination of release values.

If both conditions of Prolonged Drought and of Prolonged Period of Dry Years are triggered in the same year, the higher release value of the two measures will be applied.

If mitigation measures for periods of Prolonged Drought and/or for Prolonged Period of Dry Years overlap in a given year, the higher value of the measures for the year will be applied. An example of the calculation of release during overlapping periods of Prolonged Drought and/or Prolonged Period of Dry Years is attached as Table I.

II. Impact of Previous Period Mitigation Measures on GERD Retention in Subsequent Years

A release obligation arising from Prolonged Drought or from a Prolonged Period of Dry Years reduces the amount of water retained by the GERD in a Hydrological Year that would otherwise occur pursuant to other rules in this Agreement.

Example:

Mitigation mechanism obligation to release in a particular Mitigation Release Year based upon past Period of Prolonged Drought/Prolonged Period of Dry Years: 2 BCM
Retention Value based upon the Filling Plan (Annex C Table 1) and the Release During Filling matrix (Annex C Table 2) or the Release Under Normal Operations and Refilling matrix (Annex D): 10 BCM
Net Retention by GERD: 8 BCM (10 - 2)

III. Application of Drought Conditions Release Matrix During Periods Where Release Due to Prolonged Drought and/or Prolonged Period of Dry Years is in Effect

For avoidance of doubt, releases from the Drought Conditions Release Matrix (Exhibit A of Annex A) shall take place during periods where releases are taking place pursuant to Prolonged Drought and/or Prolonged Period of Dry Years, subject to Section IV below. Releases from the Drought Conditions Release Matrix shall be in addition to these other releases.

IV. Reference Levels of GERD and Storage of GERD to Include Commitments to Release Water under Drought Conditions, Prolonged Drought and Prolonged Period of Dry Years Mitigation Mechanisms

Releases from the Drought Conditions Release Matrix (Exhibit A of Annex A) triggered in a given year will be deducted from the storage above 603 meters in the Prolonged Drought and Prolonged Period of Dry Years mitigation mechanisms in Annex A to determine the release amounts under those mechanisms in that year.

The total amount of water committed to be released pursuant to the mitigation mechanisms arising from Prolonged Drought and Prolonged Period of Dry Years will be deducted from:

1. the reference levels of the GERD in the Drought Conditions Release Matrix (Exhibit A of Annex A) for the purpose of determining releases due to drought conditions; and
2. the storage above 603 meters in the Prolonged Drought and Prolonged Period of Dry Years mitigation mechanisms in Annex A to determine the release amounts under those mechanisms.

Exhibit B
Table 1Overlapping Periods of Prolonged Drought/Prolonged Period of Dry Years Mitigation Measures
Example: Filling Period

Year	Release excluding Mitigation Measures	Drought Conditions Release	4 Year Moving Average Release	Reference Excess Storage above 603 m	Prolonged Mitigation Release due to Period Years 1-4 Prolonged Dry Years 50%	Prolonged Mitigation Release due to Period Years 2-5 Prolonged Drought 62.5%	Prolonged Mitigation Release due to Period Years 3-6 Prolonged Drought 62.5%	Total Additional Releases from Prolonged Drought/Dry Period Additional Mitigation Measures	Total Release
1	43.8BCM	0.8BCM	na	na	0.8BCM	0.8BCM	0.8BCM	0.8BCM	0.8BCM
2	39.8BCM	0.8BCM	na	na	0.8BCM	0.8BCM	0.8BCM	0.8BCM	0.8BCM
3	39.8BCM	0.8BCM	na	na	0.8BCM	0.8BCM	0.8BCM	0.8BCM	0.8BCM
4	37.8BCM	0.8BCM	36.75BCM	20.8BCM	0.8BCM	0.8BCM	0.8BCM	0.8BCM	0.8BCM
5	33.8BCM	1.5BCM	36.75BCM	8.5BCM	2.5BCM	0.8BCM	0.8BCM	2.5BCM	4.0BCM
6	37.8BCM	0.8BCM	36.50BCM	2.13BCM	2.5BCM	1.39BCM	1.12BCM	2.5BCM	2.5BCM
7				6.05BCM	2.5BCM	1.39BCM	1.12BCM	2.5BCM	2.5BCM
8						1.39BCM	1.12BCM	2.5BCM	2.5BCM
9						2.48BCM	1.12BCM	1.33BCM	1.33BCM
10							1.12BCM	1.12BCM	1.12BCM

Note: Mitigation releases are determined by conditions in the Hydrological Year, and released in the Mitigation Release Year.

Annex B

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

Annex C
Table I

Stage Based Filling Plan of the Grand Ethiopian Renaissance Dam

Stage	Target Level of Stages (m.a.s.l.)	Incremental Retained Water at the End of June (BCM)	Cumulative Retained Water at the End of June (BCM)
1	565	4.9	4.9
2	595	13.5	18.4
3	608	10.5	28.9
4	617	10.4	39.3
5	625	10.0	49.3

Annex C
Table 2

Midwest Power & Light
Total Revenue

Year	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000	3001	3002	3003	3004	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Total Energy[illegible]

Annex Nine
Communique of the Extraordinary
African Union Bureau of the Assembly
of the Heads of State and Government meeting on the
Grand Ethiopian Renaissance Dam, 26 June 2020



**COMMUNIQUE OF THE EXTRAORDINARY AFRICAN UNION (AU)
BUREAU OF THE ASSEMBLY OF HEADS OF STATE AND
GOVERNMENT VIDEO-TELECONFERENCE MEETING ON THE GRAND
ETHIOPIAN RENAISSANCE DAM (GERD), 26 JUNE 2020**

President Matamela Cyril Ramaphosa of the Republic of South Africa, and Chairperson of the African Union (AU) convened a video-teleconference Meeting of the African Union (AU) Extraordinary Bureau of the Assembly of Heads of State and Government, on 26 June 2020, to discuss developments pertaining to the Grand Ethiopian Renaissance Dam (GERD).

All the Members of the Bureau participated in the video-teleconference Meeting as follows:

- His Excellency, President Felix Tshisekedi of the Democratic Republic of Congo,
- His Excellency, President Abdel Fattah al Sisi of the Arab Republic of Egypt,
- His Excellency, President Uhuru Kenyatta of the Republic of Kenya,
- His Excellency, President Ibrahim Boubacar Keita of the Republic of Mali,

His Excellency, Prime Minister Abiy Ahmad of the Federal Democratic Republic of Ethiopia, and His Excellency, Prime Minister Abdalla Hamdok of the Republic of Sudan, were invited to participate in the meeting. His Excellency, Moussa Faki Mahamat the Chairperson of the African Union Commission (AUC) also participated in the Meeting.

The Meeting of the Bureau was held pursuant to consultations undertaken by His Excellency, President Ramaphosa, in his capacity as the Chairperson of the Union with the three Negotiating Parties concerning the Grand Ethiopian Renaissance Dam (GERD), namely, Egypt, Ethiopia, and Sudan.

The Bureau of the Assembly noted that the three Negotiating Parties are Founding Members of the former Organisation of African Unity (OAU), and the African Union (AU), and have significantly contributed to the unity, integration and the development of the continent. They further noted the potential the GERD project possesses for Africa.

The Bureau of the Assembly received with appreciation a report from the Chairperson of the AUC, H.E. Moussa Faki Mahamat, which, *inter alia* noted that more than 90% of the issues in the Tripartite Negotiations between Egypt, Ethiopia and Sudan have already been resolved.

The Bureau of the Assembly was addressed by His Excellency, President Abdel Fattah al Sisi of the Arab Republic of Egypt; His Excellency, Prime Minister Abiy Ahmad of the Federal Democratic Republic of Ethiopia; and His Excellency, Prime Minister Abdalla Hamdok of the Republic of Sudan, with regards to their respective positions pertaining to the GERD matter.

The Bureau of the Assembly expressed its deep appreciation for the positive and constructive approach displayed by the three Parties in finding a peaceful, negotiated settlement on all outstanding matters, and further emphasized the importance of a win-win outcome, in the spirit of solidarity and cooperation.

In this regard, the Bureau of the Assembly decided to lend renewed impetus to the Tripartite Negotiations and urged the three Parties to expeditiously work towards finding a mutually acceptable and amicable solution on the outstanding technical and legal issues in the negotiations process.

The Bureau of the Assembly welcomed the undertaking by the three Parties to refrain from making any statements, or taking any action that may jeopardize or complicate the AU-led process aimed at finding an acceptable solution on all outstanding matters.

The Bureau of the Assembly welcomed the commitment of the three Parties to an AU-led process. In this regard, the Bureau of the Assembly agreed to augment the Tripartite Committee dealing with the GERD issue consisting of Egypt, Ethiopia and Sudan with the participation of observers, namely South Africa in its capacity as Chairperson of the AU, Members of the Bureau of the AU, and experts from the Commission, with a view to addressing outstanding technical and legal issues. The augmented Committee will present its report to the Chairperson of the AU, H.E. President Ramaphosa within a week from the issuance of this Communique.

Accordingly the Bureau of the Assembly and participating Heads of State and Government request the United Nations Security Council (UNSC) to take note of the fact that the AU is seized of this matter.

The Bureau of the Assembly and participating Heads of State and Government welcomed the intervention of H.E. President Ramaphosa and expressed their deep gratitude for his initiative to bring together the three Parties to the GERD in order to find a negotiated solution on outstanding matters.

The Bureau of the Assembly and the participating Heads of State and Government agreed to reconvene in two weeks from the date of issuance of this Communique to consider a report on the outcome of negotiations of the outstanding issues concerning the GERD matter.

ENDS.

Annex Ten
Communique of the Extraordinary African Union Bureau
of the Assembly of the Heads of State and Government
meeting on the Grand Ethiopian Renaissance Dam
21 July 2020



24 July 2020

**COMMUNIQUE OF THE 2nd EXTRAORDINARY AFRICAN UNION (AU) BUREAU OF
THE ASSEMBLY OF HEADS OF STATE AND GOVERNMENT VIDEO-
TELECONFERENCE MEETING ON THE GRAND ETHIOPIAN RENAISSANCE DAM
(GERD) HELD ON 21 JULY 2020**

His Excellency President Matamela Cyril Ramaphosa, President of the Republic of South Africa, in his capacity as the Chairperson of the African Union (AU), convened an Extraordinary Meeting of the African Union (AU) Bureau of the Assembly of Heads of State and Government, on 21 July 2020, to review progress pertaining to the Trilateral Negotiations on the Grand Ethiopian Renaissance Dam (GERD). This was a follow-up to the 1st Extraordinary Meeting of the AU Bureau on the GERD held on 26 June 2020.

All the Members of the AU Bureau participated in the video-teleconference (VTC) Meeting as follows:

- His Excellency, President Felix Tshisekedi of the Democratic Republic of Congo;
- His Excellency, President Abdel Fattah el Sisi of the Arab Republic of Egypt;
- His Excellency, President Uhuru Kenyatta of the Republic of Kenya;
- His Excellency, President Ibrahim Boubacar Keita of the Republic of Mali;

His Excellency, Prime Minister Abiy Ahmed of the Federal Democratic Republic of Ethiopia, and His Excellency, Prime Minister Abdalla Hamdok of the Republic of Sudan, participated in the Meeting.

His Excellency Moussa Faki Mahamat, the Chairperson of the African Union Commission (AUC) also participated in the Meeting.

The Meeting of the Bureau of the Assembly of AU Heads of State and Government was held in a fraternal spirit guided by the principle of Pan-African solidarity and cooperation and the attendant desire to find an African solution to an African problem.

The Bureau of the Assembly of AU Heads of State and Government welcomed the report of AU Experts on the resumed Trilateral Negotiations on the GERD, which reflected notable progress in the negotiations and presented options for resolving outstanding legal and technical issues.

The Parties to the GERD expressed their confidence in the AU-led process and reaffirmed their utmost commitment to finding a mutually beneficial and negotiated agreement pertaining to the GERD matter. They underscored the importance of cooperation as a basis for integration, sustainable development and prosperity for the three countries.

The Bureau of the Assembly of AU Heads of State and Government commended the Heads of State and Government of Egypt, Ethiopia, and Sudan for displaying statesmanship and for their commitment to finding a durable solution through diplomacy, negotiations and compromise.

The Meeting of the Bureau of the Assembly of AU Heads of State and Government held extensive discussion on the matter of the first filling and annual operation of the GERD, and future development projects on the Blue Nile River upstream of the GERD. Consequently, the Meeting of the Bureau of the Assembly of AU Heads of State and Government agreed on the process of finalising negotiations on the text of a binding Agreement on the Filling and Operation of the GERD, which should include a Comprehensive Agreement on future developments on the Blue Nile River.

The Bureau of the Assembly of AU Heads of State and Government urged the Parties, with the support of the AU experts and observers, to work expeditiously to finalise the text of a binding Agreement on the Filling and Operation of the GERD.

The Bureau of the Assembly of AU Heads of State and Government welcomed the agreement amongst the Parties to the GERD to work on a Comprehensive Agreement on the Blue Nile River as soon as possible.

The Bureau of the Assembly of AU Heads of State and Government also expressed its deep appreciation for the support the AU-led process has received from the United Nations through the UN Secretary-General, Mr. Antonio Guterres, and welcomed the willingness of the international community to mobilise financial and technical resources to support the Parties on transboundary water management and related issues as soon as an Agreement is concluded.

The Bureau of the Assembly of AU Heads of State and Government commended the three Parties for their commitment to resolve their differences through dialogue and agreed to maintain regular, dynamic contact with all the Parties at this critical stage of the negotiation process. Furthermore, the Bureau renewed its call to the Parties to refrain from making statements or taking any action that may undermine the AU-led process.

The Republic of South Africa in its capacity as the Chairperson of the AU will communicate with the Parties regarding the next Trilateral Negotiations session to address outstanding legal and technical issues on the GERD.

In conclusion, the Bureau of the Assembly of AU Heads of State and Government and the GERD Parties expressed their sincere appreciation to His Excellency, President Ramaphosa for his persistent efforts and commitment to helping the Parties find a sustainable and permanent solution on the GERD matter.

The Bureau of the Assembly agreed to remain seized of the GERD matter.

ENDS.