



安全理事会

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2021 年 6 月 11 日埃及常驻联合国代表给安全理事会主席的信

奉我国政府指示，谨向你转递阿拉伯埃及共和国外交部长萨米哈·舒克里关于埃塞俄比亚复兴大坝最新动态的信(见附件)。

请将本信及其附件作为安全理事会文件分发为荷。

埃及常驻联合国代表

穆罕默德·伊德里斯(签名)



2021 年 6 月 11 日埃及常驻联合国代表给安全理事会主席的信的附件

继我 2021 年 4 月 13 日就埃塞俄比亚复兴大坝(复兴大坝)问题给安全理事会主席写信之后, 谨再次致函。

令人遗憾的是, 我认为有必要再次通知安全理事会: 关于复兴大坝的谈判已陷入僵局, 埃塞俄比亚继续截流青尼罗河的河水用于复兴大坝水库蓄水, 仍然执意将既成事实强加于埃及和苏丹。关于复兴大坝的谈判失败、大坝单方面蓄水和运行及其对下游国家和社区造成的潜在不利影响, 都可能导致局势恶化, 威胁整个尼罗河流域和非洲之角的和平、安全与稳定。

在整整一年前的 2020 年 6 月, 安全理事会在题为“非洲和平与安全”的议程项目下开会审议复兴大坝问题, 国际社会在会上确认了复兴大坝继续单方面蓄水和运行存在的危险。安理会成员还乐观地认为, 由非洲联盟牵头和推动的谈判能够取得突破, 促成就复兴大坝问题达成协议。

不幸的是, 持续整整一年的谈判一波三折, 由于埃塞俄比亚态度强硬, 非洲联盟牵头的进程停滞不前。尽管南非总统西里尔·拉马福萨在担任非洲联盟主席期间作出不懈努力, 非洲联盟现任主席、刚果民主共和国总统费利克斯·齐塞克迪也坚定致力于推动谈判, 但在就复兴大坝蓄水和运行问题敲定一项具有法律约束力的协议文本方面, 由非洲联盟牵头的进程未能取得任何切实进展。事实上, 2021 年 4 月 4 日和 5 日在刚果民主共和国金沙萨举行最近一次复兴大坝问题部长级会议至今已有多个月, 在此次会议期间, 埃塞俄比亚实际上阻止了谈判重启。

更令人不安的是, 埃塞俄比亚宣布其计划让复兴大坝在未来几周内继续蓄水。埃及坚决反对这一单边主义行为, 这严重违反了埃塞俄比亚在习惯国际法和协定国际法下承担的义务, 包括 2015 年《关于原则宣言的协议》, 也违背了非洲团结精神和礼让睦邻原则。

由非洲联盟牵头的进程遭遇失败, 这一责任完全在埃塞俄比亚。在过去整整一年中, 埃塞俄比亚采取了在实质问题上毫不妥协的立场以及在程序问题上不具建设性的态度, 破坏了由非洲联盟牵头的谈判进程。埃塞俄比亚没有遵守非洲联盟主席团作出的决定, 其中明确规定: 谈判的目标是就复兴大坝的蓄水和运行问题达成一项具有法律约束力的全面协议。具体而言, 埃塞俄比亚依然拒绝签署一项具有法律约束力的文书, 建议将谈判范围局限于商定复兴大坝的蓄水问题, 并提议建立数据交换和技术合作机制, 而非拟定复兴大坝蓄水和运行的规则。

尽管埃塞俄比亚的这些建议初步看来是建设性的, 但现实情况却是, 这些立场表明其希望达成偏袒一方的不平衡安排, 使埃塞俄比亚享受复兴大坝的所有好处, 但对下游国家的利益几乎没有任何保护。若达成的协议内容局限于复兴大坝的蓄水问题, 则埃塞俄比亚将能截流 500 亿立方米的水并开始水力发电, 却未建立任何有效机制来减轻复兴大坝蓄水或运行带来的长期不利影响。为防止对下游国家造成伤害, 关键是要制定运行规则, 减轻干旱可能造成的重创, 并确保下游

水电设施的安全。若缺乏这些技术要素，则任何关于复兴大坝蓄水的协议都将明显是不公平、不公正的，并将危及下游国家的利益。

同样，在缺乏管制复兴大坝蓄水和运行规则的情况下建立数据交换或技术合作机制是不合理情的。事实上，这些机制的目的恰恰是监测协议条款的遵守情况，并确保复兴大坝的蓄水和运行符合管制这些流程的技术规则。因此，在没有商定蓄水和运行规则、且未与下游共同沿岸国达成协议的情况下，建立数据交换或技术合作机制只会为埃塞俄比亚的单边主义政策和复兴大坝的蓄水做法披上合法的外衣。

此外，我曾在 2021 年 4 月 13 日的信中详细说明：埃塞俄比亚扰乱了为重启非洲联盟牵头的谈判所作的努力。在金沙萨举行的最近一次部长级会议上，埃及和苏丹建议让非洲联盟主席和我们的国际伙伴(即欧洲联盟、美利坚合众国和联合国)积极参与谈判、协助三方达成协议，从而推进非洲联盟牵头的进程并确保进程取得成功，但埃塞俄比亚对所有这些建议均表示反对。尽管埃塞俄比亚称其支持加强非洲联盟和我们国际伙伴的作用，但现实情况却是，埃塞俄比亚拒绝参与有望产生积极成果的有效谈判进程。相反，埃塞俄比亚一边设法让下游国家陷入无休无止、徒劳无益、毫无结果的谈判，一边单方面开展复兴大坝的蓄水和运行工作，迫使埃及和苏丹默然接受这一不可逆转的既成事实。

关于复兴大坝的谈判迄今屡屡失败，并非由于在技术事项或大坝工程问题上存在分歧，而是因为归根结底，这是一个政治问题。回顾过去十年的谈判进程，在就复兴大坝问题达成公平、平衡和互利的协议方面，埃塞俄比亚从未展现过必要的政治意愿或将其付诸行动。

埃塞俄比亚在接连几轮复兴大坝问题谈判中的立场都证明了这一点。埃及在适用的国际法原则的基础上提出了多项建议，旨在达成公平、双赢的协议，一方面确保埃塞俄比亚实现发展目标，一方面将复兴大坝对下游造成的有害影响降至最低，但埃塞俄比亚对这些建议一概予以拒绝。事实上，埃及提出的无数建议均可保证埃塞俄比亚在所有水文条件下(包括在严重及长期干旱期间)，都能快速、高效、可持续地利用复兴大坝进行水力发电。

我们的国际伙伴曾试图协助三国达成协议，但埃塞俄比亚也拒绝了这些伙伴提出的建议和协议草案。例如，2020 年在美利坚合众国和世界银行的推动下开展谈判，并在此基础上起草了一项关于复兴大坝蓄水和运行的全面协议，其中对三方的权利、权益和利益予以保护，埃及草签了这份协议以示诚意，但埃塞俄比亚却退出了谈判。

由于埃塞俄比亚立场顽固，各方无法就复兴大坝问题达成协议，同时该国正在单方面开展这座巨型大坝(非洲最大的水电设施)的蓄水和运行工作，这可能会对埃及的社会经济造成重大乃至灾难性的影响。附件备忘录(见附文)中详细指出：尽管埃及正在努力采取各种预防措施，以期减轻复兴大坝蓄水和运行带来的有害影响，但复兴大坝单方面蓄水和运行的累积后果仍然可能对埃及生活的方方面面

造成不利影响。因此，亟需就复兴大坝达成一项合理、公平的协议，以减轻大坝造成的后果，并保护埃及和苏丹免受其潜在影响。

此外，令人深感不安的是，埃塞俄比亚试图利用复兴大坝谈判来推崇一项不受约束的权利，即单方面在位于复兴大坝上游的青尼罗河沿线以及与邻国共有的其他跨界河流沿线建造更多自来水厂，并在未来进行开发建设。埃及认为，包括埃塞俄比亚在内的尼罗河流域所有沿岸国都有享受尼罗河益处的不可剥夺的权利。但在行使这一权利时必须遵守适用的国际法规则，特别是事先通知和协商以及公平合理地利用国际水道的原则，并履行保护沿岸生态系统和防止造成重大损害的义务。

令人遗憾的是，埃塞俄比亚在过去整整十年谈判中的态度表明，该国决意在利用复兴大坝方面采取下列政策：建立对青尼罗河的实际控制，即使这会损害下游国家也在所不惜，同时利用其作为上游沿岸国的地位，在本地区施加政治影响。这可能产生在战略上难以维持的事态，危及埃及的核心国家安全利益。埃及完全依赖于尼罗河这个唯一的生计来源，不能容许上游沿岸国危及本国的沿岸国权益(实际上是根本的生存问题)这一局面出现。

因此，鉴于安全理事会维护国际和平与安全的责任，埃及决定再次提请安理会注意这一事项。目前谈判停滞不前，埃塞俄比亚依然立场顽固，并决意开展复兴大坝的蓄水和运行工作、而不顾对埃及和苏丹造成的影响，可见该国奉行单边主义政策，上述情况可能产生严重后果，威胁整个地区的和平与安全。为避免出现这种结果，国际社会需要积极参与，力求和平解决这一问题。

阿拉伯埃及共和国外交部长

萨米哈·舒克里(签名)

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提交安全理事会的埃塞俄比亚复兴大坝问题备忘录

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执行摘要和导言

1. 埃塞俄比亚单方面宣布计划于 2011 年 4 月着手修建埃塞俄比亚复兴大坝(复兴大坝)至今已整整十年,在此期间,埃及一直在就该项目进行广泛而艰难的谈判。埃及在这些谈判中寻求达成下列两方面的政策目标:

首先,埃及设法支持埃塞俄比亚根据一项公平、平衡、互利、且基于责任分担和惠益共享两项原则的复兴大坝蓄水和运行协议,利用复兴大坝进行水力发电,从而力求实现其发展目标。这一协议应以适用的国际法原则为基础,并应维护青尼罗河所有三个沿岸国的权益。

其次,埃及寻求达成一项协议,保护下游国家和社区免受该项目带来的不利影响。这一点至关重要,因为复兴大坝单方面蓄水和运行可能对埃及的社会经济和环境造成重大损害。

2. 与这些政策目标相呼应,埃及还坚定致力于支持尼罗河流域的其他国家通过建造自来水厂和开展水电项目来利用尼罗河的资源等方式,努力实现经济增长和发展,同时确保尼罗河流域上游国家开展的项目不对埃及造成重大损害。事实上,埃及尽管一直坚定支持共同沿岸国的发展努力,但仍对上游沿岸国所开展水利项目的潜在不利影响特别敏感。这是因为埃及的存亡完全取决于尼罗河。埃及 97% 的水来自单一的跨界水源,那些严重危及埃及用水的上游水利项目会让本国付出巨大的政治和社会经济代价,从而对埃及造成尤为剧烈的冲击。

3. 因此,埃及秉持诚意参加了长达十年的谈判进程,以期就复兴大坝问题达成协议。埃及为顾及埃塞俄比亚的所有关切作出不懈努力,并就管制复兴大坝蓄水和运行的技术规则提出了无数建议,保证埃塞俄比亚在青尼罗河的所有水文条件下都能最大限度地提高水力发电量。埃及的建议也旨在将复兴大坝对下游的不利影响降至最低。具体而言,埃及力图在复兴大坝协议中纳入一套保护性措施,减轻大坝造成的有害影响,特别是其蓄水和运行对埃及可用水量的不利影响。这点十分关键,因为埃及已经严重缺水,而复兴大坝将使缺水状况雪上加霜。

4. 事实上,就复兴大坝对埃及供水保障的潜在影响所开展的研究表明,若在缺乏合作抗旱机制的情况下单方面进行大坝的蓄水和运行工作,则埃及可能在约 20 年内累计缺水超过 1 230 亿立方米。这种缺水将带来灾难性的社会经济影响,其后果无法估量。事实上,国际专家开展的研究表明,埃及仅缺水 10 亿立方米就将导致:

- 290 000 人失去收入。
- 130 000 公顷耕地损失。
- 粮食进口增加 1.5 亿美元。
- 农业产值下降 4.3 亿美元。

5. 同样,另一项关于复兴大坝影响的研究指出:

“农业产量下降和就业机会减少将导致贫困人口增加，进而加剧社会紧张局势并使卫生条件恶化。恶化的当地条件将刺激人们从农村移民至城市地区以及移民到埃及以外地区，包括通过非法途径移民。预计犯罪率将上升。”

6. 令人遗憾的是，埃塞俄比亚从未回报埃及的善意。恰恰相反，埃塞俄比亚采取了推诿搪塞和蓄意阻挠的政策。这一点在过去十年的谈判中显露无余，本备忘录第一部分对此作了详细讨论。这些谈判采取了多种形式，包括三方会谈、与国际调解方的谈判以及由非洲联盟牵头的进程。

7. 埃塞俄比亚在各轮谈判中的立场表明，该国缺乏就复兴大坝问题达成公平、平衡的协议所需的政治意愿。埃塞俄比亚采取的政策执意制造既成事实，似乎决意要完成复兴大坝的建造和蓄水并使其投入运行，即使损害下游共同沿岸国的利益也在所不惜。此外，埃塞俄比亚的立场显然基于一种愿望，即迫使下游共同沿岸国签署一项不公平、偏袒一方、极不公正的协议。事实上，看来埃塞俄比亚唯一准备达成的是这样的协议：自己享有复兴大坝协议的所有好处，却不愿承诺采取任何措施，为下游国家提供任何保护。埃塞俄比亚提出的技术建议以及对于谈判中法律问题的立场体现了这一点，本备忘录第二部分对此作了详细讨论和阐述。埃塞俄比亚还试图将复兴大坝协议当作编纂及推崇下列不受约束的权利的手段：在未来进行开发建设(包括大型水坝)，却不考虑这些项目的影响。

8. 反思过去十年来的无数轮谈判和讨论，不禁得出一个令人遗憾的结论：埃塞俄比亚采取的政策旨在实现对尼罗河流域的水霸权，而复兴大坝正是这项政策的重要组成部分。

9. 埃塞俄比亚的政策破坏了为促成就复兴大坝问题达成协议所作的一切努力。其中包括由非洲联盟牵头于 2020 年 6 月启动的进程。尽管非洲联盟前任主席、南非总统西里尔·拉马福萨阁下以及现任主席、刚果民主共和国总统费利克斯·齐塞克迪阁下付出了最大努力，但由于埃塞俄比亚所采取的政策，非洲联盟主持开展的谈判整整一年来未能取得任何切实进展。

10. 埃及仍然致力于就复兴大坝问题达成公平、平衡的协议。然而，鉴于过去十年来的谈判记录以及埃塞俄比亚令人遗憾的态度和政策，埃及认为，只有调解人积极参与推动谈判，并提出想法促成三国达成协议，才能使谈判取得进展。

11. 目前谈判已陷入僵局，迟迟无法就复兴大坝问题达成协议，这可能会对地区稳定和安全造成严重后果。协议谈判失败以及这座巨型大坝的单方面蓄水和运行，将对下游国家的供水保障和利益产生不利影响，进而造成严重的政治和安全后果。前述上游沿岸国一再实行单边主义，而埃及已经严重缺水，若再受制于该沿岸国反复无常的行为，则在政治和战略上都难以维持。保护 1 亿埃及人民唯一的生计来源不是一个选择题，而是关乎存亡的当务之急。

第一部分

复兴大坝十年谈判概述

1. 复兴大坝开工奠基仪式于 2011 年 4 月 2 日举行。建造复兴大坝的决定是单方面作出的。将如此重大的项目引入青尼罗河水文系统(附件 1)，影响到埃及和苏丹两个下游国家，但既没有通知这两个国家，也没有征求它们的意见。
2. 这种做法严重违反了埃塞俄比亚所承担的国际法律义务。根据一般的协定国际法和习惯国际法，计划在国际水道上建造大型水利工程的国家有义务将其计划中项目通知其共同沿岸国，并展开协商，审查这些项目的设计规格。这些规则的目的既不是为了防止也不是为了阻碍上游国家的发展项目。相反，其目的是确定这些项目的经济、社会 and 环境影响，并商定缓解措施，以尽量减少这些项目对共有水资源数量和质量的不利影响。事实上，国际法院已经确认，对水利工程的影响进行环境评估是习惯国际法的一项规则。

A. 国际专家小组

3. 在埃及对埃塞俄比亚单方面着手兴建复兴大坝表达关切之后，埃塞俄比亚同意成立一个国际专家小组以评估该大坝的影响。国际专家小组由十名专家组成，三国各出两名专家，另有四名独立国际专家。
4. 国际专家小组于 2013 年 5 月 31 日发布其最后报告。三方对国际专家小组的结论均无异议，但结论令人深感不安。国际专家小组对埃塞俄比亚就复兴大坝进行的研究是否充分表示关切，包括对大坝结构的完整性和安全性、设计特点、施工计划中所使用的水文和地质模型的相关研究是否充分表示关切，并对既无环境评估报告也无关大坝对下游国家社会经济影响的研究表示关切。
5. 以下内容摘自国际专家小组报告的结论和建议：
 - a. 鉴于埃塞俄比亚对复兴大坝及其对下游国家的影响的研究尚不充分，国际专家小组的报告指出，“强烈建议在东尼罗河水系背景下，使用经过验证的先进可靠的水资源系统/水力发电模型对复兴大坝项目进行全面研究，以便能够有把握地详细评估和量化对下游的影响”。
 - b. 考虑到埃塞俄比亚的“跨界环境影响初步评估报告”被认为“过于笼统，无法为定量影响评估提供任何有效依据”，上述做法是有必要的。事实上，国际专家小组指出，埃塞俄比亚的这份报告“没有从区域角度对复兴大坝项目进行经济评估，没有考虑到该项目在下游国家的收益和成本”。国际专家小组的报告还强调，“水库首次蓄水和实际运行策略对下游的潜在影响问题尚未得到充分探讨。”
 - c. 国际专家小组建议开展进一步研究，包括“对苏丹和埃及的下游农业衰退状况进行详细定量评估”，“对复兴大坝水库区可用碳储量进行评估”，“对首次蓄水期间和之后水库中的溶解氧含量进行水质建模”，以及研究复兴大坝对可能“受到水质恶化不利影响”的“下游水生生物多样性和渔业”的影响。

- d. 国际专家小组提出的总体建议是“三国应通过共同决定的适当安排，共同开展全面的跨界环境和社会影响评估，并在评估中纳入上述所有内容”。
- e. 国际专家小组认为，《设计标准——基本设计》，即大坝建设总计划，“作为启动复兴大坝项目的早期一般准则可以接受”，但补充指出，“该报告需要更新和细化，需要反映复兴大坝项目地址的主要地质、岩土、地震、水文地质、水文和水力条件”。
- f. 更令人不安的是，国际专家小组指出：“应当在考虑到更多地质和岩土工程调查结果的情况下，验证主坝和其他主要结构的稳定性……考虑到复兴大坝项目的规模和重要性，强烈建议编写更新版本的主报告，反映截至目前所作的所有修改和变动”。报告接着指出，“根据抗滑分析，沿水平节理和坝体-岩石接触面的所有抗滑安全系数都高于规定安全系数。可以视需要通过延长层理长度来提高抗滑稳定性。计算确定的亚水平间断面(节理)未被考虑在内”。国际专家小组还表示，“考虑到正在进行的施工活动，迫切需要编写二级设计文件”。

6. 遗憾的是，国际专家小组报告提出的这些建议，特别是关于对复兴大坝的环境影响及其社会经济和水文影响进行报告和研究的建议，从未得到落实。此外，埃及不掌握任何可独立核实的信息，无法知晓有关复兴大坝结构安全性和稳定性的建议是否得到落实。

B. 马拉博声明和三方国家委员会

7. 在国际专家小组报告提交后的几个月里，埃及、埃塞俄比亚和苏丹之间的谈判进展甚微。2014年6月26日，埃及总统和埃塞俄比亚总理在赤道几内亚马拉博发表联合声明，打破了这一僵局。(附件2)

8. 由此促成设立了一个三方国家委员会，负责监督按照国际专家小组的建议开展进一步研究。为此，三方商定，三方国家委员会将任命一名国际顾问来进行这些研究。在此期间，三方国家委员会举行了四次会议，但没有取得任何显著进展。由于埃塞俄比亚在国际顾问入围名单和完成国际专家小组所建议研究的时间表之类程序问题上的阻挠，该委员会未能任命一名国际顾问。

C. 2015年《原则宣言协议》(《原则宣言》)

9. 为了打破这一僵局，加快完成国际专家小组建议的研究进程，埃及、埃塞俄比亚和苏丹于2015年3月23日在喀土穆缔结了一份题为“埃塞俄比亚复兴大坝项目原则宣言协议”的条约。(附件3)

10. 根据条约规定，埃塞俄比亚有义务在国际专家小组建议的研究基础上，达成有关复兴大坝首次蓄水和年度运行的协议，并且应当接受三方国家委员会的监督。完成这一进程(包括完成国际专家小组建议的研究)的时限为15个月。

11. 2015 年《原则宣言》规定，埃塞俄比亚在未与下游共同沿岸国就复兴大坝首次蓄水规则达成协议前，有义务不开始首次蓄水。按照 2015 年《原则宣言》第 5 条的措辞，尽管复兴大坝施工可以与国际专家小组建议的研究同时进行，但在未就大坝首次蓄水和运行规则达成协议前，不得开始大坝的首次蓄水。

12. 埃塞俄比亚决定在 2020 年夏季单方面开始对复兴大坝水库进行蓄水，并宣布打算在 2021 年夏季继续单方面对复兴大坝进行蓄水。埃塞俄比亚援引 2015 年《原则宣言》第 5 条，试图为其决定和打算进行辩护。但是该立场是站不住脚的。对 2015 年《原则宣言》第 5 条的任何解读，如果旨在允许单方面对复兴大坝进行蓄水，都不符合案文的平白含义、背景、该条款的目的和宗旨以及整个 2015 年《原则宣言》。2015 年《原则宣言》是一个框架协定，确立了明确的结果义务，即商定复兴大坝首次蓄水和年度运行的规则。2015 年《原则宣言》允许埃塞俄比亚继续施工，但规定复兴大坝水库开始首次蓄水和之后大坝每年运行的前提是该国与埃及和苏丹达成管理这些进程的协定。考虑到这两个下游国家将受到这座大坝的影响，并有可能受到损害，这一规定是必要的。如果不就复兴大坝的蓄水和运行达成协议，下游国家和社区可能受到重大伤害。

13. 埃塞俄比亚还辩称，复兴大坝蓄水是施工过程的一部分。这是对《原则宣言》的刻意曲解，不符合对大坝施工和蓄水概念的任何科学认知。在《原则宣言》中，“施工”是指碾压混凝土坝及其他相关设施物理施工的各个阶段。而大坝的“首次蓄水”则是对大坝水库进行逐渐蓄水的过程。正如《原则宣言》明确指出，蓄水和施工是两个不同的过程。施工过程可与国际专家小组所建议的研究同期进行，而蓄水过程则应当遵循三国商定的规则。

14. 因此，阿拉伯埃及共和国政府认为，2020 年夏季单方面对复兴大坝水库进行蓄水的做法严重违反了《原则宣言》，2021 年夏季继续这一做法进一步严重违反埃塞俄比亚根据国际法所承担的义务。

D. 三方国家委员会、九方机制以及国际专家小组建议进行的研究

15. 在 2015 年《原则宣言》缔结以后，举行了多轮谈判，以商定一名国际顾问开展国际专家小组所建议的研究。经过一年多的会谈，终于在 2016 年 9 月与法国 BRLi 公司签订了一份合同，要求在 11 个月内完成国际专家小组所建议的研究。

16. 由于埃塞俄比亚的推诿，研究未能在最后期限内完成。埃及接受了 BRLi 公司的初始报告，但埃塞俄比亚拒绝接受这份报告，因为该国反对在初始报告中列入就复兴大坝对尼罗河三角洲的影响进行研究的计划。埃塞俄比亚还试图变更将用作衡量复兴大坝影响的参考案例的“基线情景”（即青尼罗河水系现状）。埃塞俄比亚的这一立场违反了国际专家小组的建议和三国商定的 BRLi 公司的职权范围。

17. 在此期间，埃塞俄比亚的单边主义进一步表现在，该国在 2017 年 12 月 19 日致埃及和苏丹的信中提出复兴大坝蓄水计划，设想在 5-6 年内完成大坝水库蓄

水。这一蓄水计划是单方面制定的，没有考虑到由国际专家小组建议的尚未开展的研究的结果。(附件 4)

18. 为了克服这种情况，在 2018 年 1 月举行的埃及、埃塞俄比亚和苏丹领导人峰会期间，埃及提议建立一个包括三国外交部长、水务部长和情报机构负责人的九方机制，以审议如何克服在开展国际专家小组建议的研究过程中存在的分歧。

19. 九方机制举行了两次会议，并在 2018 年 5 月 15 日举行的第二次会议上决定(附件 5)，三国将就 BRLi 公司的初始报告草稿向该公司发送询问和意见，BRLi 公司将有三周时间考虑这些询问和意见，之后再继续开展国际专家小组建议的研究。会议还决定，时任三方国家委员会主席的埃塞俄比亚将负责将这些询问和意见转达给 BRLi 公司。九方机制的成员甚至起草并签署了一封以电子邮件形式写给 BRLi 公司的送文函(附件 5)。然而，埃塞俄比亚拒绝将这些询问和意见转达给 BRLi 公司。结果，为完成国际专家小组建议的研究所作的努力未获成功。

20. 过往的这些谈判记录揭示了埃塞俄比亚政策的一贯模式。无论是在三方国家委员会内，还是在对其 BRLi 公司初始报告的立场上，或是在其单方面制定的复兴大坝蓄水计划中，埃塞俄比亚的总体目标都是造成既成事实，使其在复兴大坝问题上的行动自由免受任何限制。

E. 国家独立科学研究小组

21. 尽管受到埃塞俄比亚的阻挠，埃及在 2018 年 5 月 15 日举行的九方机制会议上提议成立国家独立科学研究小组。这是一个由三国各出五名科学家组成的非政府小组，需要举行九次会议，讨论和制定与复兴大坝“蓄水和运行规则有关的各种方案”。

22. 最初，国家独立科学研究小组取得了一些进展。特别是，在 2018 年 7 月 20 日至 21 日在亚的斯亚贝巴举行的国家独立科学研究小组第三次会议上，商定复兴大坝蓄水和运行应遵循以下四项原则(附件 6)：

- a. 复兴大坝的蓄水和运行应遵循适应性合作方针，符合公平合理利用共有水资源的原则，同时采取一切适当措施防止造成重大损害，包括对下游水库造成损害。
- b. 一旦复兴大坝达到最低运行水位，须保障最低放水量，确保各系统的可持续管理。
- c. 确定东尼罗河水系内所有大坝的临界水位，低于临界水位时将使用储备用水来缓解导致水库降至关闭水位/临界水位的持续干旱/干旱的影响。
- d. 在协调运行各座大坝方面，国家独立科学研究小组强烈建议建立联合协调机制(预报、监测机制等)。

23. 这四项原则为制定一项全面、公平的复兴大坝协议奠定了基础。通过采取适应性合作方针，复兴大坝将按照“多水库运行”办法进行蓄水和运行，与下游水电设施特别是与尼罗河下游最大的阿斯旺大坝进行密切协调。采取该方针将确保

复兴大坝和下游各大坝在青尼罗河的各种水文条件下以合作协调的方式运行，确保它们在应对未来干旱时公平分摊负担。

24. 遗憾的是，与其他谈判进程一样，国家独立科学研究小组也未获成功。这是因为，在 2018 年 8 月 9 日至 10 日在开罗举行的国家独立科学研究小组第四次会议上，埃塞俄比亚科学团队对第三次会议期间达成的协议出尔反尔，采取了背离上述四项原则的立场。此外，2019 年 9 月 30 日至 10 月 3 日在喀土穆举行的国家独立科学研究小组最后一次会议的讨论表明，三国之间的分歧越来越大，因为埃塞俄比亚提出的立场表明，该国无意达成一项保护下游国家利益的协议。

F. 美利坚合众国和世界银行集团的调解努力以及《华盛顿协议》

25. 2015 年《原则宣言》第 10 条将调解列为争端解决机制之一，三个缔约国可以援用调解机制来克服《原则宣言》执行中的种种困难。因此，鉴于三方论坛一直未能达成协议，埃及呼吁美国和世界银行集团作为调解人加入三国之间的讨论。于是，美国政府邀请三国政府参加 2019 年 11 月 6 日在华盛顿特区举行的部长级会议。由此启动了一个新的谈判进程，美国和世界银行的代表作为观察员参加了这一进程，特别是参加在华盛顿特区举行的会议，并积极参与推动讨论，弥合三国之间的分歧。

26. 在四个月的紧张讨论中，三国取得的成就超过了自 2015 年《原则宣言》缔结以来五年谈判所取得的成果。三国就复兴大坝的蓄水和运行所涉各种技术问题以及就确保有效执行《原则宣言》的体制和法律架构达成了一致意见。这些一致意见记录在三方通过并发表的一系列联合声明中。(附件 7)

27. 另一方面，这些谈判令人沮丧，因为最终没有促成三国一致签署关于复兴大坝蓄水和运行的最后协议。这是因为，虽然谈判取得了进展，并且埃塞俄比亚也认可该协议的许多技术和法律内容，但该国拒绝了美国在世界银行技术投入下拟订的全面协议。另一方面，为了表示诚意，埃及于 2020 年 2 月 28 日草签了由美国和世界银行拟订的协议。

28. 《华盛顿协议》(附件 8)为复兴大坝问题提供了公正、平衡、公平的解决方案。该协议包含以下组成部分：

一. 复兴大坝的蓄水

- 三国同意分阶段对复兴大坝进行蓄水，并以适应性合作方式加以实施，同时考虑到青尼罗河水文条件以及蓄水对下游水库的潜在影响。
- 总体而言，分阶段蓄水计划使埃塞俄比亚能够在绝大多数水文条件下(包括干旱时期)对复兴大坝进行蓄水。此外，在青尼罗河年径流量处于平均水平或高于平均水平的年份，蓄水计划使埃塞俄比亚能够在五年内完成蓄水。
- 应埃塞俄比亚要求，初始阶段蓄水将在两年内完成，在该阶段结束时，复兴大坝的水位将达到海拔 595 米。为了满足埃塞俄比亚尽早开始水电

生产的需要，埃及同意在复兴大坝第一阶段蓄水期间适用极低的门槛值，第一阶段蓄水期间复兴大坝的水位将达到海拔 595 米(184 亿立方米)。倘若达到门槛值，埃塞俄比亚只需将蓄水延至下一年进行。这一门槛值被设定为 310 亿立方米的径流量。在过去 120 年里，青尼罗河仅有两年径流量低于 310 亿立方米。

- 三国还同意，在这一初始阶段，若第一阶段蓄水恰逢极端干旱，将采取缓解措施保护下游国家。
- 三国广泛讨论了在随后蓄水阶段可能出现的连年干旱、干旱和持续干旱期间所应采取的缓解措施。2020 年 1 月 30 日，在考虑了三国立场后，美国调解人提出了一份折中文本，其中列有一个全面的缓解机制，包括规定复兴大坝在帮助下游国家应对干旱状况时的具体放水量。最初，三国接受了这一折中文本。然而，令人遗憾的是，埃塞俄比亚代表团后来反悔，宣布不接受美国调解人提出的文本。
- 埃塞俄比亚拒绝了由美国与世界银行协同拟订、经三国谈判的缓解措施，令人深感失望。这些措施旨在确保埃塞俄比亚尽可能高效地进行水力发电，包括在干旱时期。事实上，即使是在持续干旱时期，《华盛顿协议》也确保了复兴大坝继续以至少 80% 的装机容量发电。埃塞俄比亚拒绝这一提议，这表明该国奉行单边主义，缺乏合作意愿，只希望对复兴大坝进行蓄水和运行，罔顾对下游沿岸国的影响。

二. 复兴大坝的运行

- 复兴大坝的运行规则包括三部分。第一部分是复兴大坝在正常水文条件下长期运行的一般规则。第二部分是复兴大坝在干旱、持续干旱和连年干旱情况下年度和长期运行的缓解机制。第三部分是复兴大坝的蓄水规则。
- 关于复兴大坝在正常水文条件下的长期运行(即，在青尼罗河水系不发生干旱、持续干旱或连年干旱的情况下)，三国商定复兴大坝应维持其海拔 625 米的最佳运行水位，且年放水量等于每年进入复兴大坝水库的总水量。这反映了一个现实，即复兴大坝是一个专门为水力发电设计的非消耗性项目。
- 2020 年 1 月 30 日，美国和世界银行调解人提出了一份折中文本，其中列入了在复兴大坝长期运行期间可能出现的连年干旱、干旱和持续干旱期间所应采取的缓解措施。这些措施确保了复兴大坝在绝大多数水文条件下都能以最高效率进行水力发电，并且在持续干旱时期仍然能以 80% 的装机容量进行水力发电。遗憾的是，在最初接受这些建议后，埃塞俄比亚再次出尔反尔，拒绝接受这些折中方案。这再次表明，埃塞俄比亚希望对复兴大坝进行蓄水和运行，而不愿意采取任何措施切实保护下游国家的权利和利益。

三. 机制架构

- 三国商定建立一个由技术委员会和部长级委员会组成的协调机制。该机制的任务是，监测和核查协议执行情况，确保有效交换水文和技术数据。

四. 法律问题和未来用途

- 三国就复兴大坝协议的争端解决条款进行了广泛讨论。虽然埃及要求纳入强制性和有约束力的争端解决机制，但埃塞俄比亚坚持争端解决条款应局限于政治进程和协商。最终，美国调解人提出的文本包含政治协商内容，但规定在非司法手段用尽的情况下须进行有约束力的仲裁。令人遗憾的是，埃塞俄比亚拒绝了美国提出的争端解决文本，这是该国希望不受限制地对复兴大坝进行蓄水和运行的又一实例。
- 埃塞俄比亚还拒绝了一份关于复兴大坝上游未来开发的文本。在复兴大坝的整个谈判过程中，埃及申明，无意剥夺埃塞俄比亚未来开发的权利。但埃及认为，复兴大坝上游未来的开发应当遵循国际法的适用原则。然而，埃塞俄比亚继续拒绝接受对其用水任何形式的法律监管，并试图建立不受约束的未来开发权，罔顾此类开发对下游国家的影响。埃塞俄比亚还坚称出于开展未来项目的需要，有权单方面修改复兴大坝协议。这将使复兴大坝协议沦为一张水文方面的空头支票，使埃塞俄比亚完全掌控青尼罗河。因此，会上起草了一项公正平衡的单独条款，旨在重申埃塞俄比亚根据国际法开展未来项目的权利。该文本不剥夺埃塞俄比亚未来项目的权利，也不要求在实施此类项目时必须征得埃及的同意，但要求埃塞俄比亚遵守复兴大坝协议，不得不正当地利用未来用途或项目，使复兴大坝协议的内容付之东流。尽管这一简明的条文符合常识并且公平，但埃塞俄比亚仍然拒绝接受。

29. 如同任何公正平衡的折中文本，美国和世界银行拟订的协议并非尽善尽美，不能完全满足埃及的需要。尽管如此，鉴于埃及在政治上切实致力于达成协议，并鉴于国际调解人编写的文本是公平互利的，埃及仍然选择草签这项协议。另一方面，埃塞俄比亚拒绝接受这一文本，违反 2015 年《原则宣言》规定的义务单方面开始对复兴大坝进行蓄水，并宣布即使未与埃及和苏丹达成协议，也打算在 2021 年夏天继续进行第二阶段蓄水。

G. 应苏丹总理阁下邀请举行的谈判

30. 2020 年 4 月初，埃塞俄比亚提议三国就限于蓄水进程头两年的规则达成一致，并继续就随后几年的蓄水进程进行谈判。埃及和苏丹没有接受这项提议，原因如下：首先，2015 年《原则宣言》要求三国商定有关复兴大坝蓄水和运行的全面协议；其次，这项为期两年的协议不会为两个下游国家的权益提供任何切实保护。

31. 为打破谈判僵局，苏丹总理阿卜杜拉·哈姆杜克阁下于 2020 年 5 月下旬至 6 月中旬启动了为期数周的一轮谈判。在讨论期间，三国就复兴大坝的蓄水和运行规则交换了几项建议。但令人遗憾的是，这一进程并未取得突破。

H. 联合国安全理事会关于复兴大坝的会议

32. 2020 年 6 月 29 日，联合国安全理事会就复兴大坝举行了一次会议。此次会议的召开在安全理事会的历史上史无前例，安理会以前从未专门召开一次会议审议跨界河流上在建项目的政治影响问题。

33. 这反映出国际社会认识到寻求通过复兴大坝这样的巨型项目来控制跨界河流的单边主义政策存在固有危险。对于非洲之角和尼罗河流域等已遭受多重危机和冲突的地区而言尤其如此。安全理事会举行此次会议，表明安理会认识到并承认以下现状，即埃塞俄比亚的单边主义政策可能导致威胁地区和平与安全的局势。

34. 在安全理事会会议期间，埃及重申了其一贯立场，即坚定不移地支持上游沿岸人民在努力实现发展和繁荣过程中的权利。埃及还强调了以下事实，即它从未反对尼罗河流域国家修建水利工程，但始终坚持各方在执行这些项目时必须遵守适用的国际法规则。

35. 埃及还重申致力于通过谈判解决有关复兴大坝的问题，并强调其目标是达成一项公平、平衡的协议，促进青尼罗河沿岸三个国家之间更大程度的合作和一体化。但埃及强调，它不会容忍置身于本国的重大利益及其公民生计受威胁的境地，并强调埃塞俄比亚对青尼罗河实行不受约束的控制的政策只会进一步破坏地区和平与安全。

I. 非洲联盟主持下进行的谈判

36. 非盟牵头的关于复兴大坝的谈判在非盟主席团于 2020 年 6 月 26 日举行的国家元首和政府首脑级会议之后开始。此次会议由南非总统西里尔·拉马福萨阁下以非盟主席身份主持，会议促请各方尽快通过谈判，就复兴大坝问题达成和平、相互可接受的共赢解决方案，并通过邀请观察员协助解决悬而未决的技术和法律问题扩大了三边谈判。(附件 9)

37. 2020 年 7 月 21 日，非盟主席团又举行了一次国家元首和政府首脑级会议，以审查谈判进展情况。会议商定，三国将尽快敲定一项具有约束力的《复兴大坝蓄水和运行协议》文本，并且三国在谈判中将得到观察员的支持。(附件 10)

38. 作为非盟牵头进程的一部分，举行了几轮谈判，但没有取得任何进展。在整个谈判过程中，埃塞俄比亚在谈判的实质性和程序性层面都采取了不妥协的立场，反映出缺乏就复兴大坝达成协议的政治意愿，破坏了非盟牵头的进程并且对取得进展造成阻碍。

39. 关于复兴大坝蓄水和运行规则的实质性问题，埃塞俄比亚采取了毫不妥协的立场，显示出其政策是拒绝承担将保护下游国家利益的任何重大义务。埃塞俄比亚的立场是寻求建立水文方面的无限行动权，使其可以进行复兴大坝蓄水和运行却不考虑对下游国家的影响。此外，埃塞俄比亚的谈判姿态似乎是基于以下政策，即旨在将不受限制和不受监管的青尼罗河资源使用权编入文书并将其神化，即便此举会对下游国家造成损害。

40. 例如，当三国试图拟订复兴大坝协议“预稿”时，埃塞俄比亚提交了关于法律和技术层面的提案，显示出它无意缔结一项具有法律约束力的协议，并反映埃塞俄比亚无意采取为下游国家利益提供哪怕是最低限度保护的任何措施，以使其免受复兴大坝的不利影响。事实上，就协议技术层面，即复兴大坝的蓄水和运行规则而言，埃塞俄比亚提交的提案显然旨在确保它将从复兴大坝协议中获得好处，却不对下游国家的利益提供任何保护，以使这些国家免受复兴大坝蓄水和运行的不利影响。

41. 这一点在减缓干旱措施的问题上尤为明显，这些措施对于将复兴大坝对下游各国的影响降至最低至关重要。减缓干旱措施旨在保护埃及和苏丹免受干旱以及复兴大坝蓄水和运行的综合影响。没有适足的减缓措施，干旱时期复兴大坝的蓄水和运行将对下游各国造成重大损害。埃塞俄比亚一再表示愿意将减缓干旱措施纳入复兴大坝协议。但现实情况是，埃塞俄比亚提出的减缓干旱措施仅限于发生概率极低的干旱情况，而且即便在这种情况下，埃塞俄比亚提出的减缓措施也不能为下游国家提供保护。

42. 此外，埃塞俄比亚坚持认为，应对干旱期的任何额外减缓措施不应当在复兴大坝协议中具体规定，而应作为三国今后讨论的主题。这意味着，要求埃及接受复兴大坝蓄水和运行的详细规则，从而使埃塞俄比亚能够进行水力发电，但埃塞俄比亚却不准备就减缓复兴大坝对埃及的不利影响的任何具体措施做出承诺。简而言之，当事关埃及利益时，埃塞俄比亚准备无限期地谈判，却不愿就任何具体或切实措施作出承诺。

43. 关于协议的法律部分，埃塞俄比亚的立场反映出其对缔结一项维护所有三国利益的具有法律约束力的有效协议缺乏兴趣。这一点从有关埃塞俄比亚立场的以下事例中显而易见：

- **复兴大坝协议的法律约束性质：**埃塞俄比亚似乎不准备接受缔结一项根据国际法具有明确约束力的文书。埃塞俄比亚拒绝将正在谈判的文书指定为“协议”，并提议仅将文书称为“指导方针和规则”。埃塞俄比亚还拒绝了埃及和苏丹提出的几项提案，其中的序言部分措辞包括确认复兴大坝协议根据国际法将具有约束力。
- **复兴大坝协议修正案：**埃塞俄比亚坚持认为，它应单方面享有权利，以便随时以其选择的任何方式修改复兴大坝协议条款。
- **争端解决：**埃塞俄比亚不愿接受任何有效的争端解决机制，该机制将确保以具有约束力的决定性办法解决与复兴大坝协议的解释或适用有关的争端。
- **未来使用：**尽管这些谈判仅限于复兴大坝的蓄水和运行，但埃塞俄比亚坚持纳入一项条款，使其有权在复兴大坝上游开展今后的使用工作，并有权单方面修正复兴大坝协议，使其能够实施这些未来项目。埃及一直明确表示，它不寻求阻止埃塞俄比亚的未来使用。但任何此类项目都必

须符合适用的国际法规则，包括公平合理利用的原则、不造成重大伤害的义务和合作义务。

- **终止：**埃塞俄比亚一贯采取的立场是，关于复兴大坝的任何协议都可以在协议缔结后的一定期限内**单方面终止**(埃塞俄比亚建议这一期限为十年，意味着埃塞俄比亚可以在蓄水完成后不久即终止该协议)。

44. 埃塞俄比亚还就所谓的“殖民地时期”协定提出虚假说法，称这些协定阻碍它利用尼罗河资源。但实际情况是，埃塞俄比亚并未加入任何所谓的殖民地时期的条约。就涉及埃及的情况而言，埃塞俄比亚是 1902 年《英国-埃塞俄比亚协定》、1993 年《总体合作框架》和 2015 年《原则宣言》的缔约国，上述所有文书都是埃塞俄比亚作为独立主权国家缔结的。此外，埃及从未声称埃塞俄比亚受其不是缔约方的任何双边或多边协议的约束，其中包括 1959 年《尼罗河水域协议》。但埃塞俄比亚必须尊重适用的协议国际法和习惯国际法规则，包括公平合理利用原则、不造成重大伤害的义务和合作原则，这就要求埃塞俄比亚确保复兴大坝不会对下游国家的权益产生不利影响。

45. 埃塞俄比亚还破坏了非盟牵头的谈判，在 2020 年 8 月 4 日和 2021 年 1 月 8 日等若干场合提出，三国应达成仅限于复兴大坝首次蓄水的“指导方针和规则”，完全忽视复兴大坝的运行规则。在尚未就复兴大坝的蓄水或运行规则达成协议的情况下，埃塞俄比亚还于 2021 年 4 月 8 日提议三国商定有关交换大坝蓄水技术数据的安排。

46. 这些提议与非盟主席团会议的成果不一致，上述会议重申，谈判旨在就复兴大坝的蓄水和运行达成协议。这些提议也不符合 2015 年《原则宣言》条款，其中要求三国就复兴大坝的蓄水和运行达成一项协议。

47. 上述提议可能看起来具有建设性，但其目的和影响是将埃塞俄比亚的既成事实合法化，因为提议并未让埃塞俄比亚承担任何切实义务，也没有为下游国家的利益提供任何保护。实际上，这些提议需要两个下游国家默许复兴大坝的蓄水(截蓄水 500 亿立方米)，却没有要求埃塞俄比亚采取任何措施来减缓蓄水的影响，而且没有建立任何运行规则来保护下游国家免受复兴大坝蓄水和运行的长期影响。

48. 在未达成确立复兴大坝蓄水和运行技术规则的协议的情况下，交换技术数据就等于承认埃塞俄比亚对复兴大坝的单方面蓄水，从而使埃塞俄比亚有办法在不对下游国家的利益提供哪怕是基本保障或保护的情况下，就将其蓄水进程执行计划通知埃及和苏丹。任何数据交换机制只能是关于复兴大坝的全面协议的一部分，以确保有关这座大坝蓄水和运行的技术规则得到全面实施。

49. 从技术和水文角度来看，复兴大坝的蓄水和运行不可分割。这是因为蓄水进程的影响将远远超出蓄水时期。复兴大坝蓄水将耗用埃及储存在阿斯旺高坝超过 500 亿立方米的水资源战略储备，从而使埃及更易遭受干旱期的影响，而无论在蓄水期还是随后几年都有可能发生干旱。因此，关于复兴大坝的任何协议都必须包括运行规则，规定减缓复兴大坝蓄水的长期/蓄水后影响的措施。

50. 埃塞俄比亚提出这些建议并不断寻求替代办法，以使其免于参加关于复兴大坝蓄水和运行的建设性谈判，从而导致各方之间的互信削弱，并暴露出它缺乏就复兴大坝达成一项公平和平衡协议的必要政治意愿。

51. 由于在观察员和非盟任命专家作用的相关程序问题上存在分歧，非盟牵头的谈判受到损害。埃及一直重申对非盟牵头的进程的承诺。埃及还认为，十年的谈判表明，仅靠三边谈判不会取得成功，三国需要区域和国际伙伴的积极援助和参与，以确保我们的努力取得成功。另一方面，埃塞俄比亚正寻求维持持续谈判的表象，同时却努力确保谈判不会取得任何进展，也不会为悬而未决的法律和技术问题带来明确的解决办法。这将使埃塞俄比亚在继续建造复兴大坝以及继续单方面蓄水和运行的同时获得谈判进程提供的政治掩护。

52. 在 2021 年 4 月 4 日和 5 日在金沙萨举行的部长级会议期间，埃塞俄比亚的程序性推诿政策显而易见。此次会议旨在商定处理谈判的更有效模式，进而重启有关复兴大坝的谈判。苏丹提议成立一个由刚果民主共和国(现任非盟主席)牵头、包括欧盟、美国和联合国伙伴的国际四方，在三国之间进行调解。埃及和苏丹还建议将这一模式称为 1+3，以突出刚果民主共和国的领导，并强调国际伙伴将在其领导下开展工作。埃及还为非盟牵头的进程提出了替代职权范围，即授权非盟主席推动谈判，同时允许国际伙伴任命的高素质专家协助拟订有关悬而未决的技术和法律问题的解决办法。但埃塞俄比亚拒绝了所有提议，并拒绝在最后公报中提及谈判旨在就复兴大坝的蓄水和运行达成一项具有约束力的协议。

53. 简而言之，埃塞俄比亚采取的立场是，非盟主席和任何国际伙伴都应以沉默的观察员身份参加谈判。埃塞俄比亚声称接受观察员“发挥更大作用”，但实际上却反对任何让区域和国际伙伴发挥积极作用的提议。

54. 在金沙萨部长级会议以来的 2 个月期间，埃及数次要求召开非盟主席团会议，以重启谈判。不幸的是，并未举行这种会议，并且埃塞俄比亚于 2021 年 5 月下旬宣布，它打算在 2021 年夏继续开展复兴大坝单方面蓄水工作。这是又一次严重违反 2015 年《原则宣言》的行为，埃及断然驳斥这种单边主义行为。

第二部分

复兴大坝谈判的技术层面以及 复兴大坝单方面蓄水和运行对 埃及影响的评估

1. 埃及有关复兴大坝蓄水和运行规则的愿景建立在寻求实现以下两项总目标的基础上：

首先：与埃塞俄比亚合作，通过迅速启动水电生产和确保复兴大坝持续进行可持续的水力发电，确保埃塞俄比亚实现其发展目标。

其次：确保复兴大坝的蓄水和运行规则与青尼罗河的水文条件相适应。这意味着，在特定情况下，应对蓄水进行调整，以适应青尼罗河的年流量，包括在丰水年加快蓄水速度，在枯水年减慢蓄水速度。同样，运行规则应使三国能够共同适应青尼罗河不断变化的水文条件，包括在给下游用水带来更大压力的干旱时期。

2. 上述总目标为达成一项满足三方权益的公平协议奠定了基础。这样一项协议必须以简单的交换条件为基础。为了就复兴大坝达成协议，埃及愿意承受一定程度的损害，包括减少阿斯旺高坝的水资源战略储备，以确保埃塞俄比亚通过迅速和可持续地利用复兴大坝生产水电实现其发展目标。作为回报，埃塞俄比亚应做好准备，在复兴大坝蓄水和运行过程中，采取干旱期减缓措施，原因是蓄水和运行将导致埃及应对青尼罗河水系未来干旱的能力显著降低。上述办法不仅是一个体现国际法原则的公平、均衡模式，而且也是生存的必要，否则，1 亿多埃及人将因为复兴大坝而易受极端缺水的影响。

A. 复兴大坝蓄水及其对埃及的影响

3. 为满足埃塞俄比亚迅速启动水电生产的需要，埃及接受了埃塞俄比亚提出的以下分阶段蓄水时间表。

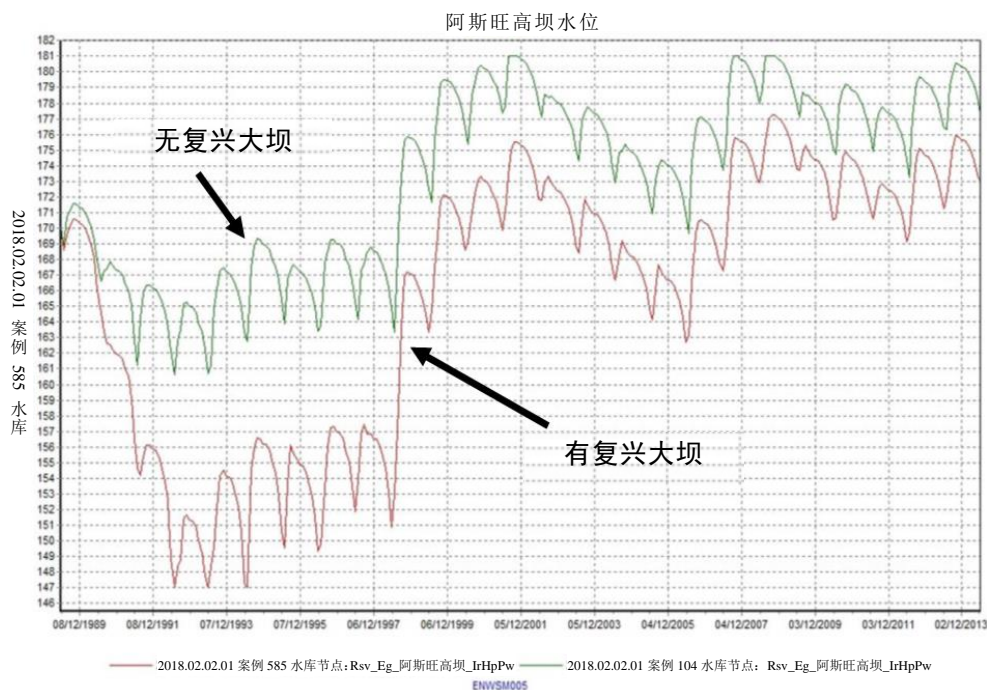
| 阶段 | 复兴大坝 目标水位(海拔) | 6 月底增量 储水量(十亿立方米) | 6 月底累计 储水量(十亿立方米) |
|----|------------------|----------------------|----------------------|
| 1 | 565 | 4.9 | 4.9 |
| | 595 | 13.5 | 18.4 |
| 2 | 608 | 10.5 | 28.9 |
| 3 | 617 | 10.4 | 39.3 |
| 4 | 625 | 10.0 | 49.3 |

4. 埃及接受这一分阶段蓄水计划的附加条件是，埃塞俄比亚将致力于实施有效的减缓措施，以应对蓄水和运行期间的干旱状况。没有相关的减缓干旱措施就执行分阶段蓄水计划不能接受。这样做符合埃塞俄比亚的利益和优先事项，但不会为下游国家的权益提供任何保护。

5. 正如分阶段蓄水表所示，复兴大坝蓄水意味着截蓄水大约 500 亿立方米。因此，阿斯旺高坝的水库将因复兴大坝蓄水而损失约 500 亿立方米的水。这相当于阿斯旺高坝可利用储水量的 56%。复兴大坝蓄水还将涉及最初的渗漏损失导致的大约 65 亿至 150 亿立方米的额外损失。

6. 这意味着,即使青尼罗河年径流量在整个复兴大坝蓄水期间保持在平均水平,埃及也将损失相当数量的阿斯旺高坝水资源战略储备。下图显示了这一点,证明即使在正常/平均水文条件下,复兴大坝蓄水也会导致阿斯旺高坝的蓄水量明显减少。

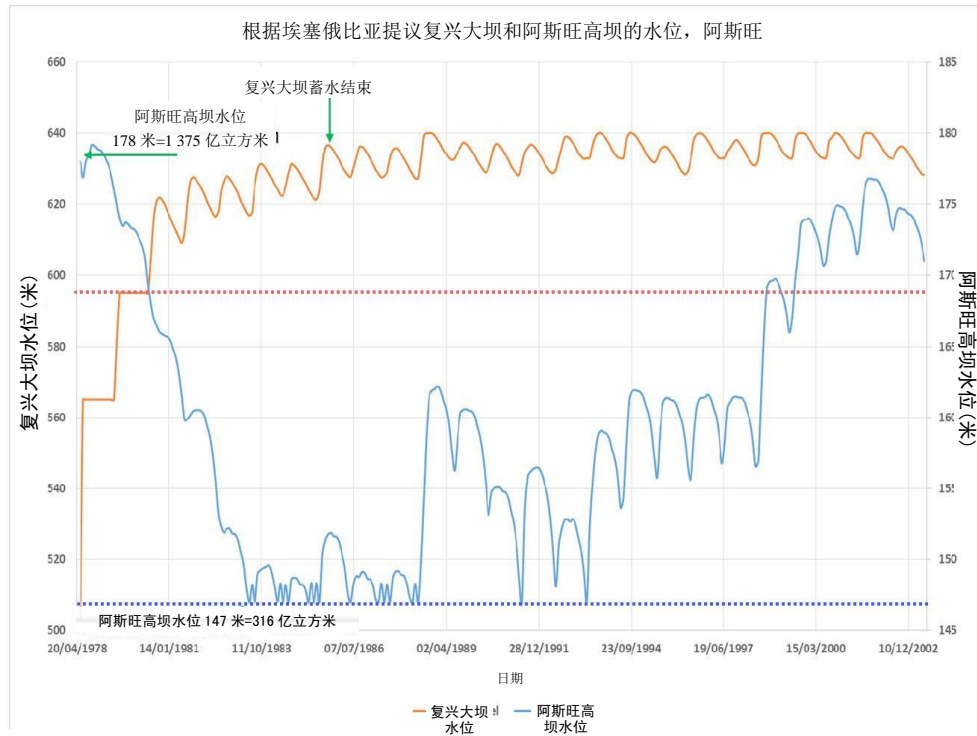
正常/平均水文条件下,复兴大坝蓄水对阿斯旺高坝水位的影响



7. 上图显示,复兴大坝蓄水将导致阿斯旺高坝的抗旱能力(即应对干旱状况的能力)降低,从而使埃及越来越容易受到未来干旱的影响。尽管如此,除严重和长期干旱期外,埃及没有促请埃塞俄比亚采取任何减缓措施,展示了埃及的善意,表明埃及愿意损失阿斯旺高坝储存的一大部分水,使其在今后干旱中的脆弱性增加。作为回报,埃及希望埃塞俄比亚采取应对严重和长期干旱的有效减缓措施,因为复兴大坝蓄水将导致阿斯旺高坝水位降低,从而使埃及无法应对严重和长期干旱。

8. 如果在复兴大坝蓄水的同时发生干旱,对埃及的影响可能是灾难性的。下图模拟了复兴大坝蓄水以及与 1980 年代干旱期类似的干旱期的综合影响,那次干旱是尼罗河流域一次严重的长期干旱。

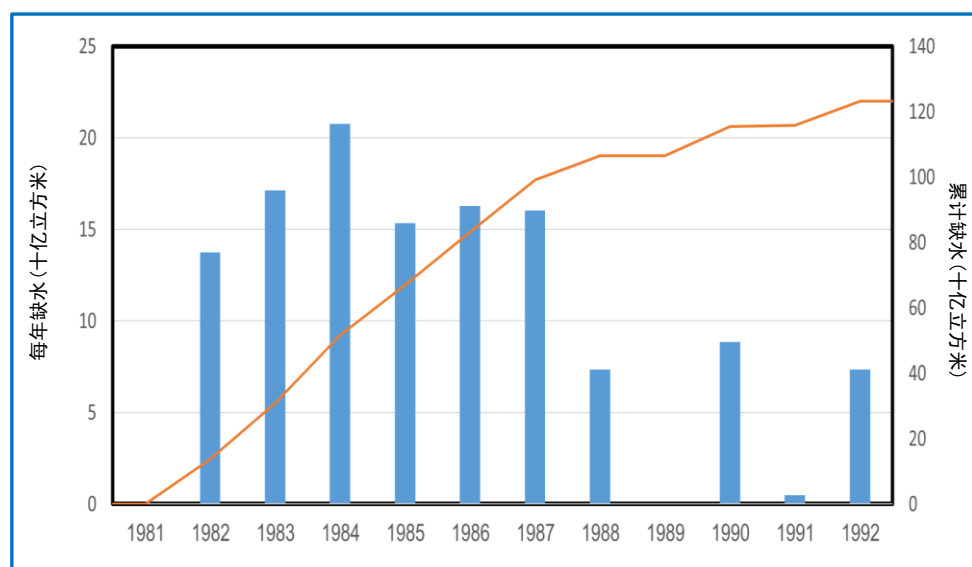
复兴大坝蓄水和长期干旱对阿斯旺高坝的综合影响



9. 如上图所示，如果在复兴大坝蓄水期间发生干旱，阿斯旺高坝将在 4-5 年内达到关闭水位。关闭水位是大坝不能再放水的水位。因此，如果大坝达到关闭水位，就表明已耗尽水库中储存的水。如上所述，如果在复兴大坝蓄水的同时发生干旱，预计埃及的水资源储备——1 亿埃及人的唯一生计来源——可能在 4-5 年内完全耗尽。

10. 下图显示复兴大坝蓄水期间发生干旱导致的埃及年度缺水量(垂直柱形)，以及整个蓄水期内将持续出现的累计缺水状况(曲线)。根据这些模拟，估计复兴大坝蓄水和一段时期干旱的综合影响可能导致埃及缺水总量超过 1 200 亿立方米。

复兴大坝蓄水和长期干旱导致的埃及每年缺水和累计缺水状况



11. 为应对上述情况，埃及提交了几项建议，旨在减缓复兴大坝蓄水以及同时发生干旱期导致的综合影响。这些建议的基础是根据干旱的严重程度和持续时间确定 3 种不同类型的干旱状况。具体而言，埃及建议在以下水文条件下采取减缓措施。

- **单年干旱**：在任何水文年，如果青尼罗河流量低于 370 亿立方米，复兴大坝将增加放水量(具体放水量将在协议中确定)，同时保持水位不低于 603 米。根据尼罗河流量历史记录(1900-2019 年)，出现上述情况(单年流量低于 370 亿立方米)的概率只有 8%。
- **长期干旱**：如果 4 年期间复兴大坝平均流量低于 380 亿立方米，复兴大坝将在接下来的 4 个水文年对蓄存在水库中的水进行一定比例的放水，同时保持水位不低于 603 米。根据尼罗河流量历史记录(1900-2019 年)，出现上述情况(4 年移动平均数 380 亿立方米)的概率只有 5%。
- **持续枯水年**：如果 4 个水文年期间复兴大坝平均流量在 380 亿至 410 亿立方米之间，复兴大坝将在 4 个水文年期间对蓄存在水库中的水进行一定比例的放水，同时保持水位不低于 603 米。根据尼罗河流量历史记录，出现上述情况(4 年移动平均数 410 亿立方米)的概率只有 7%。

12. 必须强调，上述减缓措施适用于发生概率较低(5-8%)的严重干旱的特殊情况。还必须指出，上述所有减缓干旱措施都会确保复兴大坝的水位不低于 603 米。这意味着埃塞俄比亚将永远有 247 亿立方米的最低储量保证，即便最严重的干旱期也是如此，并且复兴大坝的水位将始终保持在高于关闭水位 8 米的水位。

13. 这些措施不会完全缓解可能与蓄水同时发生的干旱状况对埃及的影响。在上述所有情况下，阿斯旺高坝的蓄水量将大幅减少。因此，这些减缓措施旨在降低阿斯旺高坝储水的消耗速度，因为这些水将用于抵御持续干旱。

14. 不幸的是，尽管埃及表现出灵活性和善意，例如接受了埃塞俄比亚的蓄水计划，包括迅速执行第一阶段蓄水计划，以便在 2 年内启动水电生产，但埃塞俄比亚却拒绝了埃及提出的每一项与复兴大坝蓄水期间采取减缓干旱措施有关的建议。埃塞俄比亚声称，埃及的提议“使大坝不可能蓄水”。这显然不属实。埃及的每一项提议和埃及拟订的所有减缓干旱措施都将保证埃塞俄比亚可在所有水文条件下利用复兴大坝生产水电。

B. 复兴大坝的运行及其对埃及的影响

15. 埃及希望就复兴大坝达成一项公平、平衡的协议，因此提出了复兴大坝运行规则，保证复兴大坝以最佳的可持续方式生产水电，同时减轻大坝对埃及的潜在不利影响。

16. 上述这一点的证明是，埃及接受了埃塞俄比亚关于复兴大坝正常运行规则的建议。这项规则适用于正常水文条件(即流量高于平均流量时期和平均流量时期)。埃及提出的正常运行规则旨在将复兴大坝维持在 625 米水位，这是复兴大坝的最佳运行水位。换言之，埃及采取的立场是使复兴大坝保持在一个确保埃塞俄比亚将利用大坝最佳水位生产水电的水位。

17. 但埃塞俄比亚依然拒绝采取可保护埃及免受今后可能发生的干旱的影响的减缓措施。埃及提出的在复兴大坝运行期间适用的减缓干旱措施与所提出的在蓄水期适用的措施相似。

18. 值得注意的是，埃及就减缓干旱措施采取此种办法是为了展示灵活性。这些措施最初由美国和世界银行的调解人在美国协助下在华盛顿特区举行的谈判中提出。对埃及而言最理想、并且与国际最佳做法和全球学术共识一致的减缓干旱措施，应该是基于多水库运行的办法，确保主要水库以协调和协作一致的方式运行。尽管如此，埃及采取了三层办法来顾及并消除埃塞俄比亚的关切。这些办法是：

- **单年干旱**：在任何水文年，如果青尼罗河流量低于 370 亿立方米，复兴大坝将增加放水量(具体放水量将在协议中确定)，同时保持水位不低于 603 米。根据尼罗河流量历史记录(1900-2019 年)，出现上述情况(单年流量低于 370 亿立方米)的概率只有 8%。
- **长期干旱**：如果 4 年期间复兴大坝平均放水量低于 390 亿立方米，复兴大坝将在 4 年期间对蓄存在水库中的水进行一定比例的放水，同时保持水位不低于 603 米。根据尼罗河流量历史记录，出现上述情况(4 年移动平均数 390 亿立方米)的概率只有 5%。
- **持续枯水年**：如果 5 个水文年期间复兴大坝平均放水量低于 400 亿立方米，复兴大坝将在 5 个水文年期间对蓄存在水库中的水进行一定比例的放水，同时保持水位不低于 603 米。根据尼罗河流量历史记录，出现上述情况(4 年移动平均数 400 亿立方米)的概率只有 6%。

19. 在这方面，有几点值得注意：

- 在几乎所有水文条件下，复兴大坝将保持在 625 米的最佳水位，并将在最佳水位可持续地生产水电。
- 这些减缓措施旨在适用于严重干旱的特殊情况。出现这种情况的概率是 5%-8%。
- 即使采取了这些减缓措施，埃塞俄比亚也得到保证，即它将继续以至少 80% 的发电量生产水电。这是复兴大坝在干旱期间能达到的最大水力发电量。

20. 尽管这些建议是合理建议，但埃塞俄比亚却继续拒绝任何切实的减缓干旱措施。埃塞俄比亚认为，如果今后发生干旱，三国应开会讨论应当采取的措施。

21. 在涉及埃塞俄比亚的利益和优先领域的事项上，如第一阶段蓄水、蓄水时间表和正常运行规则，似乎埃塞俄比亚坚持拟订毫不含糊的明确规则，以满足并保障其需求。但另一方面却拒绝能为下游国家的利益提供哪怕是最低限度保护的具体措施做出承诺。

C. 复兴大坝单方面蓄水和运行的社会经济影响

22. 从长远来看，复兴大坝单方面运行将对埃及生活的方方面面产生不利影响。据估计，在大约 20 年时间里，复兴大坝以及埃塞俄比亚未能采取减缓干旱措施导致的埃及水资源短缺总量可能累计超过 1 230 亿立方米。

23. 这种短缺将导致灾难性的社会经济影响，而且影响无法估量。事实上，国际专家，包括在水文建模领域处于全球领先地位的荷兰 Deltares 公司开展的研究表明，埃及仅缺水 10 亿立方米就将导致：

- - 290 000 人失去收入。
- - 损失 130 000 公顷耕地。
- - 增加 1.5 亿美元的粮食进口。
- - 农业生产损失 4.3 亿美元。

* (这些数字是干旱期间缺水 10 亿立方米的平均代价)。

24. 因此，必须就复兴大坝的蓄水及运行达成一项全面协议，其中载有减缓复兴大坝蓄水及其长期运行所造成影响的有效措施。

结论

1. 埃及致力于就复兴大坝达成一项公平、平衡的协议。这项协议应该建立在维护青尼罗河沿岸三国权益的基础上。这项协议将保证埃塞俄比亚能够快速、高效和可持续地利用复兴大坝生产水电。对埃及而言，这项协议应当最大限度地减少复兴大坝的不利影响，办法包括纳入应对复兴大坝蓄水和运行以及今后干旱期的影响的减缓措施。
2. 在十年谈判期间，埃塞俄比亚实际上破坏了就复兴大坝达成协议的各项努力，其中包括 2020 年 6 月启动的、由非盟牵头的进程。埃塞俄比亚拒绝就复兴大坝的运行规则进行谈判，并一再提议下游国家应接受对其权益不提供任何保护的片面安排，从而破坏了达成协议的进程。埃塞俄比亚还一再表示，它打算继续单方面开展复兴大坝的蓄水和运行工作。
3. 如果埃塞俄比亚表现出必要的政治意愿，就可以达成有关复兴大坝的协议。因此，国际社会必须让埃塞俄比亚认识到单方面开展复兴大坝蓄水和运行工作的危险，并促请埃塞俄比亚重新参加善意的谈判，以便尽快缔结一项协议。
4. 不能达成协议以及埃塞俄比亚继续对复兴大坝进行蓄水并单方面运行这座巨型大坝，可能成为地区不安全和不稳定的因素之一。对埃及而言，允许自己依赖一个上游沿岸国家生存在战略上并不可行，因为经过十年谈判之后，该国没有证明它已准备好作为可靠和负责任的伙伴发挥作用。

Annex One
Hydrological Regime of the Nile Basin

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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**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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AM.FAR.2019 12730

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;

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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.

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- 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

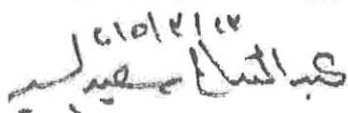
The three countries shall cooperate on the basis of sovereign equality, territorial integrity, mutual benefit and good faith in order to attain optimal utilization and adequate protection of the River.

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.

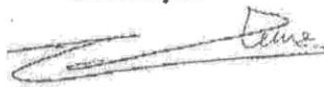
This agreement on Declaration of Principles is signed in Khartoum, Sudan, on Monday the 23rd of March 2015, by the Arab Republic of Egypt, The Federal Democratic Republic of Ethiopia, and the Republic of Sudan.

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. Elbaradei
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

4TC

Ref. No. ANAWTC-64101158

19 DEC 2017

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

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 PPE period.

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Please Quote our Ref. No. When Replying

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

| | |
|------------|----------------|
| Тел. 4-111 | 011-6-61-08-85 |
| Telefax | 011-6-61-07-10 |
| | 011-6-62-73-69 |

274 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 Bekalo
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 / 006

**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 /1106

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

Ediris -
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.

S/2021/565

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

3/15/2020

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/sm827>

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2-12-2020

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

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>

1/2

5/15/2020

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

U.S. DEPARTMENT OF THE
TREASURY

Joint 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

<https://home.treasury.gov/news/press-releases/sm875>

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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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<https://home.treasury.gov/news/press-releases/sm1875>

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1/9/2020

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.

<https://home.treasury.gov/news/press-releases/sm891>

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21/5/2020

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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<https://home.treasury.gov/news/press-releases/sm891>

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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
TREASURYJoint 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 TREASURY

Statement 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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E/15/2620

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.

- (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 $\frac{1}{4}$ 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 $\frac{1}{4}$ 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 $\frac{1}{5}$ 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. *u*

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 | | | | | | | | | | | | | | | | | | |
| 625 m | 36.25 | 36.25 | 36.25 | 36.25 | 36.21 | 36.15 | 36.07 | 35.97 | 35.85 | 35.71 | 35.55 | 35.37 | 35.17 | 34.95 | 34.71 | 34.45 | 34.17 | 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 Drought 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 Release from Prolonged Drought/Dry Period Mitigation Measures | Total Additional Release |
|------|---------------------------------------|----------------------------|-------------------------------|--------------------------------------|--|--|--|--|--------------------------|
| 1 | 41 BCM | 0 BCM | na | na | 0 BCM | 0 BCM | 0 BCM | 0 BCM | 0 BCM |
| 2 | 38 BCM | 0 BCM | na | na | 0 BCM | 0 BCM | 0 BCM | 0 BCM | 0 BCM |
| 3 | 39 BCM | 0 BCM | na | na | 0 BCM | 0 BCM | 0 BCM | 0 BCM | 0 BCM |
| 4 | 37 BCM | 0 BCM | na | na | 0 BCM | 0 BCM | 0 BCM | 0 BCM | 0 BCM |
| 5 | 33 BCM | 1.5 BCM | 36.75 BCM | 20 BCM | 2.5 BCM | 0 BCM | 0 BCM | 2.5 BCM | 4.0 BCM |
| 6 | 37 BCM | 0 BCM | 36.50 BCM | 8.5 BCM | 1.38 BCM | 1.38 BCM | 0 BCM | 2.76 BCM | 2.76 BCM |
| 7 | | | | 6.05 BCM | 2.5 BCM | 1.38 BCM | 1.12 BCM | 2.5 BCM | 2.5 BCM |
| 8 | | | | | 2.2 BCM | 1.38 BCM | 1.12 BCM | 2.5 BCM | 2.5 BCM |
| 9 | | | | | | 2.38 BCM | 1.12 BCM | 2.38 BCM | 2.38 BCM |
| 10 | | | | | | | 1.12 BCM | 1.12 BCM | 1.12 BCM |

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 |
| | 625 | 10.0 | 49.3 |

Annex C
Table 2

Balance Sheet, Ending
Total Assets

| | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 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 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3034 | 3035 | 3036 | 3037 | 3038 | 3039 | 3040 | 3041 | 3042 | 3043 | 3044 | 3045 | 3046 | 3047 | 3048 | 3049 | 3050 | 3051 | 3052 | 3053 | 3054 | 3055 | 3056 | 3057 | 3058 | 3059 | 3060 | 3061 | 3062 | 3063 | 3064 | 3065 | 3066 | 3067 | 3068 | 3069 | 3070 | 3071 | 3072 | 3073 | 3074 | 3075 | 3076 | 3077 | 3078 | 3079 | 3080 | 3081 | 3082 | 3083 | 3084 | 3085 | 3086 | 3087 | 3088 | 3089 | 3090 | 3091 | 3092 | 3093 | 3094 | 3095 | 3096 | 3097 | 3098 | 3099 | 3100 | 3101 | 3102 | 3103 | 3104 | 3105 | 3106 | 3107 | 3108 | 3109 | 3110 | 3111 | 3112 | 3113 | 3114 | 3115 | 3116 | 3117 | 3118 | 3119 | 3120 | 3121 | 3122 | 3123 | 3124 | 3125 | 3126 | 3127 | 3128 | 3129 | 3130 | 3131 | 3132 | 3133 | 3134 | 3135 | 3136 | 3137 | 3138 | 3139 | 3140 | 3141 | 3142 | 3143 | 3144 | 3145 | 3146 | 3147 | 3148 | 3149 | 3150 | 3151 | 3152 | 3153 | 3154 | 3155 | 3156 | 3157 | 3158 | 3159 | 3160 | 3161 | 3162 | 3163 | 3164 | 3165 | 3166 | 3167 | 3168 | 3169 | 3170 | 3171 | 3172 | 3173 | 3174 | 3175 | 3176 | 3177 | 3178 | 3179 | 3180 | 3181 | 3182 | 3183 | 3184 | 3185 | 3186 | 3187 | 3188 | 3189 | 3190 | 3191 | 3192 | 3193 | 3194 | 3195 | 3196 | 3197 | 3198 | 3199 | 3200 | 3201 | 3202 | 3203 | 3204 | 3205 | 3206 | 3207 | 3208 | 3209 | 3210 | 3211 | 3212 | 3213 | 3214 | 3215 | 3216 | 3217 | 3218 | 3219 | 3220 | 3221 | 3222 | 3223 | 3224 | 3225 | 3226 | 3227 | 3228 | 3229 | 3230 | 3231 | 3232 | 3233 | 3234 | 3235 | 3236 | 3237 | 3238 | 3239 | 3240 | 3241 | 3242 | 3243 | 3244 | 3245 | 3246 | 3247 | 3248 | 3249 | 3250 | 3251 | 3252 | 3253 | 3254 | 3255 | 3256 | 3257 | 3258 | 3259 | 3260 | 3261 | 3262 | 3263 | 3264 | 3265 | 3266 | 3267 | 3268 | 3269 | 3270 | 3271 | 3272 | 3273 | 3274 | 3275 | 3276 | 3277 | 3278 | 3279 | 3280 | 3281 | 3282 | 3283 | 3284 | 3285 | 3286 | 3287 | 3288 | 3289 | 3290 | 3291 | 3292 | 3293 | 3294 | 3295 | 3296 | 3297 | 3298 | 3299 | 3300 | 3301 | 3302 | 3303 | 3304 | 3305 | 3306 | 3307 | 3308 | 3309 | 3310 | 3311 | 3312 | 3313 | 3314 | 3315 | 3316 | 3317 | 3318 | 3319 | 3320 | 3321 | 3322 | 3323 | 3324 | 3325 | 3326 | 3327 | 3328 | 3329 | 3330 | 3331 | 3332 | 3333 | 3334 | 3335 | 3336 | 3337 | 3338 | 3339 | 3340 | 3341 | 3342 | 3343 | 3344 | 3345 | 3346 | 3347 | 3348 | 3349 | 3350 | 3351 | 3352 | 3353 | 3354 |
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Annex D

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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 Communiqué.

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 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 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.