

No. 2437

**SYRIA
and
JORDAN**

**Agreement concerning the utilization of the Yarmuk waters.
Signed at Damascus, on 4 June 1953**

Official text: Arabic.

Registered by Syria on 13 January 1954.

**SYRIE
et
JORDANIE**

**Accord relatif à l'utilisation des eaux du Yarmouk. Signé
à Damas, le 4 juin 1953**

Texte officiel arabe.

Enregistré par la Syrie le 13 janvier 1954.

[TRANSLATION — TRADUCTION]

No. 2437. AGREEMENT¹ BETWEEN THE REPUBLIC OF SYRIA AND THE HASHEMITE KINGDOM OF JORDAN CONCERNING THE UTILIZATION OF THE YARMUK WATERS. SIGNED AT DAMASCUS, ON 4 JUNE 1953

The Government of the Republic of Syria and the Hashemite Kingdom of Jordan,

Desiring to strengthen the bonds of Arab kinship and the friendly relations existing between the two countries and to promote sincere co-operation between them; taking into account the results of the negotiations between their representatives in Damascus on 4 June 1952 and in Amman on 10 November 1952 concerning the utilization of the waters of the Yarmuk Basin, and considering the advantages which the two countries would derive from the efficient collection and use of the waters of the Yarmuk Basin for the irrigation of arable lands and the generation of electric power,

Have resolved to conclude an agreement and for this purpose have named as their plenipotentiaries :

For the Government of the Republic of Syria :

Mr. Taufiq Harun;

For the Government of the Hashemite Kingdom of Jordan :

Mr. Suleiman Sukkar :

Who, having communicated to each other their respective full powers, found in good and due form, have agreed upon the following provisions :

Article 1

For the purpose of this Agreement it shall be understood that :

- (a) " Syria " means the Government of the Republic of Syria;
- (b) " Jordan " means the Government of the Hashemite Kingdom of Jordan;
- (c) " The State " means Syria or Jordan as the context requires;
- (d) " The Jordan Valley " means the valley of the river Jordan;
- (e) " Joint dam and reservoir " means the dam on the river Yarmuk for the collection of the water and the reservoir for its storage to be constructed in the territories of Syria and Jordan;

¹ Came into force on 8 July 1953, the exchange of the instruments of ratification, having taken place at Damascus in accordance with article 14.

(f) "The joint generating station" means the station for the generation of electricity located on the south bank of the Yarmuk below the joint dam;

(g) "The Yarmuk scheme" means and includes the joint dam and reservoir, the joint generating station, the Adasiya generating station, the canal between the joint generating station and the Adasiya generating station, the irrigation canal and additional dams for the collection and diversion of water to be constructed in the future on the river Yarmuk below the joint dam and the other constructions and installations required in connexion with this scheme, as described in Article 2 of this Agreement;

(h) "The Maqarin installations" means the joint dam and reservoir, the joint electric power generating station and the buildings and installations required in connexion therewith, and the diversion of the Hejaz Railway line;

(i) "The Joint Commission" means the Syro-Jordanian Commission referred to in Article 10 of this Agreement.

Article 2

The two Governments, recognizing that, for physical and technical reasons, the execution of the Yarmuk scheme is an economical and effective means of providing the additional water needed by Jordan and the electric power needed by both States, have accordingly agreed to construct the following installations :

(a) The joint dam and reservoir, namely the dam for the collection of the river flow and the reservoir situated on the river Yarmuk in the territories of Syria and Jordan near the Maqarin generating station in Syria for the purpose of ensuring a constant flow averaging not less than 10 cubic metres a second, such water being utilized for the generation of electric power, for the irrigation of lands in Jordan and for other Jordanian schemes, in addition to the waters collected from the river Jordan and from other sources;

(b) The joint station for the generation of electric power to be constructed below the joint dam in order to generate the maximum electric power;

(c) The Adasiya generating station to be constructed near the village of Adasiya in Jordan in order to generate the maximum electric power;

(d) The electricity canal between the joint station at Maqarin and the Adasiya generating station conveying the water to be utilized for the generation of electricity at Adasiya;

(e) The principal canal and other installations extending from the Adasiya generating station for the purpose of supplying the irrigation network and other schemes in Jordanian territory;

(f) Such further dams for the conservation and diversion of water located on the Yarmuk River or its tributaries above the joint dam as may be recommended by the Joint Commission, subject to the approval of both Governments;

(g) The diversion of the Hejaz Railway Line in the Yarmuk Valley as required by the scheme, and the construction of the other works and installations necessary to the scheme.

Article 3

Subject to the provisions of articles 9 and 10 of this Agreement, Jordan shall in principle assume responsibility for the cost of investigations and studies, the preparation of maps and of any other measures required by the Yarmuk Scheme and shall have the right to engage and employ such technicians, experts, workers and other persons and agencies as may be necessary to ensure the thorough and speedy execution of the work and economy in expenditure.

Syria shall undertake to furnish the necessary assistance and facilities to enable personnel employed on the scheme to enter Syrian territory and to carry out duties connected with the scheme within the framework of its regulations at all stages of the work until its completion.

The two States shall agree, each in its own territory, to provide the necessary communications for the purpose of ensuring the speedy and co-ordinated completion of the scheme and its subsequent operation.

Article 4

Each State shall undertake to acquire by purchase, expropriation or other means in accordance with its own laws, any properties within its territory that may be necessary for the Maqarin installations and any rights connected therewith to pay compensation in respect of any properties that may be affected by the diversion of the water or the removal of building materials in the course of construction or operation expenditure arising out of such measures, with the exception of expenditure connected with the expropriation of water rights being charged to the cost of construction or the cost of operation and maintenance as appropriate.

Each State shall also be responsible independently of the other State for the settlement of all claims arising within its territory with respect to the aforesaid properties and the rights connected therewith and for expenditure arising out of the settlement of claims relating to water rights.

Article 5

Syrian and Jordanian workmen shall be employed, as needed, in the construction of the Maqarin installations; in the proportion of 20 to 80 per cent respectively. If this proportion cannot be maintained owing to the inability of one State to provide sufficient workmen, the other State shall provide additional workmen as long as the difficulty persists. Syrian and Jordanian supervisors and technicians shall be employed during the period of study and con-

struction in order to train personnel with the qualifications and experience needed to operate and maintain the installations after their completion.

Article 6

Employees and representatives of the two States, members of the Joint Commission and officials of the technical bodies working on the scheme, who have been duly authorized by the Joint Commission and are in possession of special identity papers, shall have the right to travel in the areas in which the Maqarin installations are situated and in neighbouring areas, access to which the Joint Commission deems essential to the work, in order to carry out studies and investigations and to undertake construction, operation and maintenance work and shall not be subject to any restrictions resulting from the application of the passport and similar laws and regulations in force in either State, save however, that the local laws of each State shall be fully observed in the area which is within its territory.

All materials, implements, equipment, tools, apparatus and accessories certified by the Joint Commission as necessary for the Maqarin installations and their operation and maintenance, shall be exempt from customs duties and taxes in the two States.

Article 7

The storage capacity of the Maqarin reservoir in normal years shall be provisionally estimated at 300 million cubic metres until such time as this estimate is revised by the Joint Commission on the basis of measurements to be taken along the course of the river and its tributaries over a period of not less than three years; and the two States agree to exchange information which either may have collected for this purpose both before the entry into force of this Agreement and during the period of its validity.

Article 8

(a) Syria shall retain the right to the use of the waters of all springs welling up within its territory in the basin of the Yarmuk and its tributaries, with the exception of the waters welling up above the dam below the 250-metre level and shall retain the right to use water from the river and its tributaries below the dam for the irrigation of Syrian land in the lower Yarmuk basin and eastward of Lake Tiberias or for other Syrian schemes.

(b) Jordan shall have the right to use the overflow from the reservoir and joint generating station at Maqarin for the generation of electric power at the

Adasiya station, the irrigation of the Jordanian lands and other Jordanian schemes; it shall similarly have the right to use water superfluous to Syrian needs for its own purposes within Jordanian frontiers.

(c) The electric power generated by the Maqarin station shall be divided between Syria and Jordan in the proportion of 75 per cent to Syria and 25 per cent to Jordan; Syria's share of this power shall, however, be not less than 3,000 kw during the period from mid-April to mid-October of each year. If the share obtained by Syria in virtue of this paragraph is less than 5,000 kw and if additional power is needed for its schemes, it shall have the right to draw additional power as needed, up to a maximum of 5,000 kw from the generating stations at Adasiya and Maqarin at cost price.

(d) Each State shall be entitled to sell to the other at prices to be fixed by the Joint Commission any part of its share of the electric power generated in virtue of this Agreement. Neither State may, however, sell any eventual surplus to a third State or to any individual, company, corporation or organization not subject to the jurisdiction of the States signatories of this Agreement without the consent of both States.

Article 9

(a) COST OF STUDIES

Jordan shall make whatever grants are necessary for the carrying out of preliminary and final investigations and studies relating to the Maqarin installations, such expenditure being deemed to be part of the cost of the final installations.

(b) COST OF CONSTRUCTION

The cost of the Maqarin installations shall be divided between Syria and Jordan, 95 per cent being borne by Jordan and 5 per cent by Syria.

(c) COST OF OPERATION AND MAINTENANCE

The cost of the operation and maintenance of the Maqarin installations shall be divided between Syria and Jordan in proportions to be determined by the Joint Commission having regard to their respective shares in the construction costs referred to in paragraph (b) above.

Article 10

A Joint Syro-Jordanian Commission composed of nationals of the two States shall be established for the application of the provisions of this Agreement, the regulation and exercise of the rights and obligations which the two

Governments have assumed thereunder and supervision over the settlement of all questions to which its application may give rise.

The Joint Commission shall be deemed to be a body corporate (a body possessing legal personality) and its members shall enjoy the privileges and immunities appertaining to diplomatic officers in the State of which they are not the representatives.

The Joint Commission shall be composed of three members from each State, one of whom shall be a deputy minister, secretary-general or director, and another, an engineering expert. It may seek advice from experts and consultants and may employ such assistants, technicians and officials who may be nationals of Syria or of Jordan or of other States, as may be required for the execution of the scheme.

The Joint Commission shall draw up its own rules of procedure.—During the period of construction its costs shall be deemed to be a part of the construction costs of the scheme and, after completion of the construction, part of the cost of operation and maintenance.

The Commission shall have the following duties, the enumeration of which is not meant to be restrictive :

(a) To approve the programme of studies and investigations, preliminary and final, connected with the construction of the Maqarin installations and to adopt such studies upon their completion;

(b) To approve the plans for the Maqarin installations, the buildings to be erected, and any necessary alterations and to confirm that the installations have been constructed in accordance with specifications;

(c) To approve all expenditure connected with the Maqarin installations during the stages of investigation, construction and operation;

(d) To apportion between Syria and Jordan the cost of operating and maintaining these installations after their completion;

(e) To delimit the special zone for the Maqarin installations and to lay down regulations for its use for recreational purposes such as fishing and boating;

(f) To supervise the exploitation, operation and maintenance of the Maqarin installations after their completion, to apportion the electric power generated by the joint generating station and to fix the price of surplus power sold by one State to the other;

(g) To provide the necessary facilities for weather observation and water measurement in the Yarmuk basin and for the collection, classification and publication of information so obtained;

(h) To study methods of preventing silting in the reservoir and the contamination of its waters, as well as of combating malaria, and to make appropriate recommendations to the two Governments;

(i) To study methods of defraying the costs of construction and maintenance from revenue derived from the use of the water and the electric power and to make appropriate recommendations to the two Governments;

(j) To investigate the possibility of setting up subsidiary dams for storing and utilizing the water of the river Yarmuk and its tributaries and to make appropriate recommendations to the two Governments.

The Joint Commission shall supervise the scheme for the Maqarin installations in accordance with the terms of this Agreement and shall deal with all matters relating to the completion of this scheme and the utilization of its advantages. If the Commission is unable to reach agreement, its members shall report the matter forthwith to their Governments, which shall adjust the difference by immediate contact between themselves. In the event of their inability to do so, the difference shall be submitted to an arbitration committee consisting of two arbitrators, one of whom shall be appointed by each State, and an umpire to be appointed by agreement between the two States.

Article 11

The two States shall undertake, each within its own territory, to comply with recommendations of the Joint Commission regarding measures to prevent or reduce silting in the joint reservoir such as preventing the washing away and removal of the earth, preventing the growth of weeds and blocking cracks and other measures to facilitate the maximum use of the capacity of the reservoir. The cost of such measures will be added to the cost of construction or of maintenance and will be apportioned in accordance with article 9 of this Agreement.

Article 12

The rights of the two States to the use of the water of the Yarmuk basin shall take precedence over all private rights and each State shall be responsible in accordance with its own laws, and independently of the other State, for the settlement of all claims arising in this connexion within its territory in consequence of this Agreement.

Article 13

Both Governments recognize the importance of the Yarmuk scheme and the expediency of its joint use for the benefit of the two countries, and to that end agree to assign it a high priority among their projected schemes.

Article 14

This Agreement shall be ratified by the competent authorities in the two States and shall come into force on the date of the exchange of ratifications which shall be done at Damascus; its provisions shall remain in force until terminated by another agreement concluded for that purpose between the two States or until amended by an additional agreement.

IN WITNESS WHEREOF, the plenipotentiaries of the two Governments have signed this Agreement.

DONE in duplicate, both copies being equally authentic.

Damascus, 4 July 1953

For the Government of the
Hashemite Kingdom of Jordan :
Suleiman SUKKAR

For the Government of the
Republic of Syria :
Taufiq HARUN