

# **Agreement** on the Distribution of the Assi River Water **Springing from the Lebanese Territory** between the Lebanese Republic and the Syrian Arab Republic

[Informal Translation]

Based on the results of the negotiations conducted to determine each country's share from the drainage of the Assi River water springing from the Lebanese territory;

And in the light of each country's need to exploit this water;

## The following has been agreed on:

#### Article 1:

Both Parties shall consider the Assi River water streaming from the Lebanese territory as of mutual benefit and both countries shall be entitled to use it according to the following distribution:

#### Article 2:

This distribution shall be based on the measurement of the drainage of running water at the Hermel bridge, the springs, rainwater, affluent streams and pumped water from wells within the direct inviolable zone on both sides of the river for a distance of 500m of each side and within a 1500m radius from the center of the circle formed by the springs of Ain El Zarqa, Hermel, Raas El Mal and the Assi River permanently affluent sources as well as the other sources deemed as such by the joint technical committee. The water quantities drawn from all these sources within the Lebanese territory shall be considered part of the share allotted to the Lebanese Party as mentioned in Article 3. The average year shall be considered the year during which the average annual drainage of the river reaches 403 million m<sup>3</sup> according to the following monthly distribution (monthly average).

Month	Monthly drainage in millions m <sup>3</sup>	Average drainage meters <sup>3</sup> /second
September	32.25	12.44
October	31.44	11.74
November	28.68	11.07
December	29.50	11.01
January	30.07	11.23
February	29.34	12.01
March	35.14	13.12
April	36.76	14.18
May	39.24	14.65
June	37.61	14.51
July	37.63	14.05
August	35.63	13.30
	403.29	

Lebanon's share shall be an aggregate quantity of eighty million m<sup>3</sup> per year whenever the River resources within the Lebanese territory reach four hundred million m³ and above.

The water quantities drawn from all the abovementioned sources in Article 2 as being part of the share set for the Lebanese Party shall be divided according to the following table:



Period of the year		Lebanese share
		Required quantity/million m <sup>3</sup>
1	September – October	10
2	November – December – January – February	10
3	March – April	10
4	May – June – July – August	50
Total		80

If Lebanon does not actually benefit from its full share during any part of the year, it may benefit from the remainder thereof in the month following this period of the same year.

#### **Article 4:**

A scarce year shall be every year during which the drainage of the river drops under four hundred million m<sup>3</sup> at the Hermel Bridge, including the exploitations made in the wells and pumping stations defined in Article 2 and, in this case, the share of the Lebanese Party shall be reduced by a percentage equivalent to that of the drainage decrease in comparison with the average drainage of the river, whereby it shall be estimated as 20% (of the water quantity of the river course to which shall be added the water of the wells adjacent to the springs, affecting them and situated within the inviolable zone of these affluent springs marked within a circle having the source as its center and a radius of 1500m, in addition to the motor pumps placed along the river course and the wells situated within the direct inviolable zone of both riversides at a distance of 500m of each riverside).

Given the impossibility of determining the annual drainage level in advance, the monthly drainage in an average year shall be considered a basis for water distribution during scarce years.

#### **Article 5:**

The joint technical committee shall supervise the measurement of the drainage of water as well as the incoming water quantities from the rivers, wells, springs and motor pumps along the river course within the Lebanese territory up to the Syrian border, and with a view to administer the distribution defined in this Agreement, it shall meet periodically once per month and whenever necessary upon the request of either Party.

#### **Article 6:**

Both the Lebanese and the Syrian Parties shall undertake the works requested by the Syrian Party, at its expense, regarding the following operations:

- a. Repair and maintenance of the canals of Syrian vested rights in the Lebanese territory;
- b. Curbing the Assi River in the Lebanese territory for the maintenance of its course and the prevention of water leakage, and this shall be carried out according to the Lebanese regulations and laws. These works shall be considered as public utility works and as located within the inviolable zone of the springs and river course.

#### Article 7:

A joint arbitral committee shall be constituted from the technical committee referred to in Article 5 for the settlement of disputes resulting from the implementation of the provisions of this Agreement. In case a dispute arises, each Party shall submit its point of view to the head of the team representing it in the joint Lebanese Syrian follow up committee.

#### **Article 8:**

The wells drilled within the feeding basin zone before 20/9/1994 are those allowed to be exploited under the terms of this Agreement. These wells shall be listed and registered on the cadastral maps noting down the specifications of each well and the annual water quantities extracted therefrom. The maps shall be signed by the duly assigned parties 10 days after the signature of this Agreement.

It shall be prohibited to drill any well within the feeding basin of the Assi River after the 20th of September 1994, and both Parties have agreed to close down and fill up any contravening well.



If the Lebanese Party shall desire to dig any well it deems necessary following the signature of this Agreement, it shall inform the Syrian Party thereof and any water withdrawn therefrom shall be deducted from the Lebanese share.

### **Article 9:**

The present Agreement was signed by the two authorized representatives on 20/9/1994.

Damascus on the 15<sup>th</sup> of Rabih el Akhar 1415 H. corresponding to 20/9/1994 A.D.

For the Lebanese Republic Minister of Hydraulic and Electrical Resources

Elias Hobeika

For the Syrian Arab Republic Minister of Irrigation

**Engineer Abdel Rahman El Madani**