

**TREATY OF PEACE BETWEEN THE STATE OF ISRAEL AND THE HASHEMITE KINGDOM OF JORDAN<sup>1</sup>, DONE AT ARAVA/APABA CROSSING POINT ON 26 OCTOBER 1994**

**Article 6. - Water**

With the view to achieving a comprehensive and lasting settlement of all the water problems between them:

1. The Parties agree mutually to recognize the rightful allocations of both of them in Jordan River and Yarmouk River waters and Arava/Arava ground water in accordance with the agreed acceptable principles, quantities and quality as set out in Annex H, which shall be fully respected and complied with.
2. The Parties, recognizing the necessity to find a practical, just and agreed solution to their water problems and with the view that the subject of water can form the basis for the advancement of co-operation between them, jointly undertake to ensure that the management and development of their water resources do not, in any way, harm the water resources of the other Party.
3. The Parties recognize that their water resources are not sufficient to meet their needs. More water should be supplied for their use through various methods, including projects of regional and international co-operation.
4. In light of paragraph 3 of this Article, with the understanding that co-operation in water-related subjects would be to the benefit of both Parties, and will help alleviate their water shortages, and that water issues along their entire boundary must be dealt with in their totality, including the possibility of trans-boundary water transfers, the Parties agree to search for ways to alleviate water shortages and to co-operate in the following fields:
  - a. development of existing and new water resources, increasing the water availability, including cooperation on a regional basis as appropriate, and minimizing wastage of water resources through the chain of their uses;
  - b. prevention of contamination of water resources;
  - c. mutual assistance in the alleviation of water shortages;
  - d. transfer of information and joint research and development in water-related subjects, and review of the potentials for enhancement of water resources development and use.

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<sup>1</sup> Text published by the Ministry of Foreign Affairs of Israel.

5. The implementation of both Parties' undertakings under this Article is detailed in Annex II.

## **ANNEX II WATER RELATED MATTERS**

Pursuant to Article 6 of the Treat, Israel and Jordan agreed on the following Articles on water related matters:

### **Article I. - Allocation**

#### **1. Water from the Yarmouk River**

- a. Summer period - 15th May to 15th October of each year. Israel pumps (12) MCM and Jordan gets the rest of the flow.
- b. Winter period - 16th October to 16th May of each year. Israel pumps (13) MCM and Jordan is entitled to the rest of the flow subject to provisions outlined hereinbelow: Jordan concedes to Israel pumping an additional (20) MCM from the Yannouk in winter in return for Israel conceding to transferring to Jordan during the summer period the quantity specified in paragraph (2.a) below from the Jordan River.
- c. In order that waste of water will be minimized, Israel and Jordan may use, downstream of point 121/Adassiya Diversion, excess flood water that is not usable and will evidently go to waste unused.

#### **2. Water from the Jordan River**

- a. Summer period - 15th May to 15th October of each year.  
In return for the additional water that Jordan concedes to Israel in winter in accordance with paragraph (1.b) above, Israel concedes to transfer to Jordan in the summer period (20) MCM from the Jordan River directly upstream from Deganya gates on the river. Jordan shall pay the operation and maintenance cost of such transfer through existing systems (not including capital cost) and shall bear the total cost of any new transmission system. A separate protocol shall regulate this transfer.
- b. Winter period - 16th October to 14th May of each year.  
Jordan is entitled to store for its use a minimum average of (20) MCM of the floods in the Jordan River south of its confluence with the Yarmouk (as outlined in Article

II below). Excess floods that are not usable and that will otherwise be wasted can be utilized for the benefit of the two Parties including pumped storage off the course of the river.

- c. In addition to the above, Israel is entitled to maintain its current uses of the Jordan River waters between its confluence with the Yarmouk, and its confluence with Tiral Zvi/Wadi Yabis. Jordan is entitled to an annual quantity equivalent to that of Israel, provided however, that Jordan's use will not harm the quantity or quality of the above Israeli uses. The Joint Water Committee (outlined in Article VII below) will survey existing uses for documentation and prevention of appreciable harm.
- d. Jordan is entitled to an annual quantity of (10) MCM of desalinated water from the desalination of about (20) MCM of saline springs now diverted to the Jordan River. Israel will explore the possibility of financing the operation and maintenance cost of the supply to Jordan of this desalinated water (not including capital cost). Until the desalination facilities are operational, and upon the entry into force of the Treaty, Israel will supply Jordan (10) MCM of Jordan River water from the same location as in (2.a) above, outside the summer period and during dates Jordan selects, subject to the maximum capacity of transmission.

### 3. Additional Water

Israel and Jordan shall cooperate in finding sources for the supply to Jordan of an additional quantity of (50) MCM/year of water of drinkable standards. To this end, the Joint Water Committee will develop, within one year from the entry into force of the Treaty, a plan for the supply to Jordan of the above mentioned additional water. This plan will be forwarded to the respective governments for discussion and decision.

### 4. Operation and Maintenance

- a. Operation and maintenance of the systems on Israeli territory that supply Jordan with water, and their electricity supply, shall be Israel's responsibility. The operation and maintenance of the new systems that serve only Jordan will be contracted at Jordan's expense to authorities or companies selected by Jordan.
- b. Israel will guarantee easy unhindered access of personnel and equipment to such new systems for operation and maintenance. This subject will be further detailed in the agreements to be signed between Israel and the authorities or companies selected by Jordan.

## **Article 11. - Storage**

1. Israel and Jordan shall cooperate to build a diversion/storage dam on the Yannouk River directly downstream of the point 121/Adassiya Diversion. The purpose is to improve the

diversion efficiency into the King Abdullah Canal of the water allocation of the Hashemite Kingdom of Jordan, and possibly for the diversion of Israel's allocation of the river water. Other purposes can be mutually agreed.

2. Israel and Jordan shall cooperate to build a system of water storage on the Jordan River, along their common boundary, between its confluence with the Yannouk River and its confluence with Tirat Zvi/Wadi Yabis, in order to implement the provision of paragraph (2.b) of Article I above. The storage system can also be made to accommodate more floods; Israel may use up to (3) MCM/year of added storage capacity.

3. Other storage reservoirs can be discussed and agreed upon mutually.

### **Article 1111. - Water Quality and Protection**

1. Israel and Jordan each undertake to protect, within their own jurisdiction, the shared waters of the Jordan and Yarmouk Rivers, and Arava/Araba groundwater, against any pollution, contamination, harm or unauthorized withdrawals of each other's allocations.

2. For this purpose, Israel and Jordan will jointly monitor the quality of water along their boundary, by use of jointly established monitoring stations to be operated under the guidance of the Joint Water Committee.

3. Israel and Jordan will each prohibit the disposal of municipal and industrial wastewater into the courses of the Yarmouk and the Jordan Rivers before they are treated to standards allowing their unrestricted agricultural use. Implementation of this prohibition shall be completed within three years from the entry into force of the Treaty.

4. The quality of water supplied from one country to the other at any given location shall be equivalent to the quality of the water used from the same location by the supplying country.

5. Saline springs currently diverted to the Jordan River are earmarked for desalination within four years. Both countries shall cooperate to ensure that the resulting brine will not be disposed of in the Jordan River or in any of its tributaries.

6. Israel and Jordan will protect water systems each in its own territory, supplying water to the other, against any pollution, contamination, harm or unauthorized withdrawal of each other's allocations.

### **Article IV. - Groundwater in Emek Ha'arava/Wadi Araba**

1. In accordance with the provisions of this Treaty, some wells drilled and used by Israel along with their associated systems fall on the Jordanian side of the borders. These wells and systems are under Jordan's sovereignty. Israel shall retain the use of these wells and systems in

the quantity and quality detailed in an Appendix to this Annex, that shall be jointly prepared by 31st December, 1994. Neither country shall take, nor cause to be taken, any measure that may appreciably reduce the yields or quality of these wells and systems.

2. Throughout the period of Israel's use of these wells and systems, replacement of any well that may fail among them, shall be licensed by Jordan in accordance with the laws and regulations then in effect. For this purpose, the failed well shall be treated as though it was drilled under license from the competent Jordanian authority at the time of its drilling. Israel shall supply Jordan with the log of each of the wells and the technical information about it to be kept on record. The replacement well shall be connected to the Israeli electricity and water systems.

3. Israel may increase the abstraction rate from wells and systems in Jordan by up to (10) MCM/year about the yields referred to in paragraph 1 above, subject to a determination by the Joint Water Committee that this undertaking is hydro geologically feasible and does not harm existing Jordanian uses. Such increase is to be carried out within five years from the entry into force of the Treaty.

4. Operation and Maintenance

- a. Operation and maintenance of the wells and systems on Jordanian territory that supply Israel with water, and their electricity supply shall be Jordan's responsibility. The operation and maintenance of these wells and systems will be contracted at Israel's expense to authorities or companies selected by Israel.
- b. Jordan will guarantee easy unhindered access of personnel and equipment to such wells and systems for operation and maintenance. This subject will be further detailed in the agreements to be signed between Jordan and the authorities or companies selected by Israel.

**Article V. - Notification and Agreement**

1. Artificial changes in or of the course of the Jordan and Yarmouk Rivers can only be made by mutual agreement.

2. Each country undertakes to notify the other, six months ahead of time, of any intended projects, which are likely to change the flow of either of the above rivers along their common boundary, or the quality of such flow. The subject will be discussed in the Joint Water Committee with the aim of preventing harm and mitigating adverse impacts such projects may cause.

**Article VI. - Co-operation**

1. Israel and Jordan undertake to exchange relevant data on water resources through

the Joint Water Committee.

2. Israel and Jordan shall co-operate in developing plans for purposes of increasing water supplies and improving water use efficiency, within the context of bilateral, regional or international cooperation.

#### **Article VII. - Joint Water Committee**

1. For the purpose of the implementation of this Annex, the Parties will establish a Joint Water Committee comprised of three members from each country.

2. The Joint Water Committee will, with the approval of the respective governments, specify its work procedures, the frequency of its meetings, and the details of its scope of work. The Committee may invite experts and/or advisors as may be required.

3. The Committee may form, as it deems necessary, a number of specialized subcommittees and assign them technical tasks. In this context, it is agreed that these subcommittees will include a northern sub-committee and a southern sub-committee, for the management on the ground of the mutual water resources in these sectors.