

No. 7142

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**UNITED NATIONS EDUCATIONAL, SCIENTIFIC  
AND CULTURAL ORGANIZATION  
and  
UNITED ARAB REPUBLIC**

**Agreement concerning the salvage of the Abu Simbel  
Temples (with annex). Signed at Cairo, on 9 Novem-  
ber 1963,**

*Official texts: English, French and Arabic.*

*Registered by the United Nations Educational, Scientific and Cultural Organization  
on 27 February 1964.*

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**ORGANISATION DES NATIONS UNIES  
POUR L'ÉDUCATION, LA SCIENCE ET LA CULTURE  
et  
RÉPUBLIQUE ARABE UNIE**

**Accord concernant la sauvegarde des temples d'Abou  
Simbel (avec annexe). Signé au Caire, le 9 novembre  
1963**

*Textes officiels anglais, français et arabe.*

*Enregistré par l'Organisation des Nations Unies pour l'éducation, la science et la  
culture le 27 février 1964.*

No. 7142. AGREEMENT<sup>1</sup> BETWEEN THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION AND THE GOVERNMENT OF THE UNITED ARAB REPUBLIC CONCERNING THE SALVAGE OF THE ABU SIMBEL TEMPLES. SIGNED AT CAIRO, ON 9 NOVEMBER 1963

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*Considering* that the Constitution of the United Nations Educational, Scientific and Cultural Organization,<sup>2</sup> hereinafter referred to as “the Organization”, assigns to it, among other functions, that of assuring the conservation and protection of the world’s inheritance of works of art and monuments of history and science,

*Considering* that the Organization has appealed for international co-operation in order to save the Abu Simbel temples endangered by the flooding due to the construction of the Aswan High Dam which the Government of the United Arab Republic has undertaken in order to ensure the country’s economic development and to promote the welfare of its people,

*Considering* that the General Conference of the Organization, by resolution 4.421 adopted at its twelfth session, decided that “the Organization must continue international action with a view to ensuring, in so far as may be possible through voluntary means, the temple preservation and monument removal programme” and requested the Executive Committee of the Campaign to Save the Monuments of Nubia to take steps to ensure the continuance of this international action,

*Considering* that the salvage project adopted by the Government of the United Arab Republic, involving the cutting of the temples into sections and their reconstruction at a higher level has been subsequently recommended by the various competent technical committees, and accepted by the Executive Committee of the Campaign to Save the Monuments of Nubia,

*Considering* that many Member States and Associate Members of the Organization have responded to its appeal and an Agreement concerning the voluntary contributions to be given for the execution of the Project to Save the Abu Simbel temples,<sup>3</sup> hereinafter referred to as “the Agreement concerning

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<sup>1</sup> Came into force on 9 November 1963, upon signature, in accordance with article VIII.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 4, p. 275; Vol. 18, p. 383; Vol. 21, p. 336; Vol. 34, p. 382; Vol. 43, p. 336; Vol. 45, p. 319; Vol. 53, p. 407; Vol. 68, p. 261; Vol. 98, p. 264; Vol. 126, p. 346; Vol. 161, p. 360; Vol. 166, p. 368; Vol. 172, p. 326; Vol. 190, p. 376; Vol. 191, p. 358; Vol. 213, p. 369; Vol. 243, p. 302; Vol. 250, p. 289; Vol. 253, p. 307; Vol. 256, p. 326; Vol. 257, p. 359; Vol. 300, p. 298; Vol. 307, p. 300; Vol. 316, p. 271; Vol. 353, p. 308; Vol. 383, p. 310; Vol. 387, p. 322; Vol. 393, p. 307; Vol. 415, p. 423; Vol. 423, p. 278; Vol. 425, p. 309; Vol. 429, p. 248; Vol. 444, p. 291, and Vol. 450, p. 404.

<sup>3</sup> See p. 209 of this volume.

voluntary contributions ”, has been adopted by the Meeting of the Contributing Member States and Associate Members of the Organization held in Cairo on 8 November 1963,

*Considering* that this Agreement determines the amounts which, in order to save the Abu Simbel temples, the contributing Member States and Associate Members of the Organization undertake to pay into the hands of the Director-General of the Organization, together with indications as to the conditions, dates, currency and methods of such payments,

*Desiring* to define between themselves the methods and conditions under which the Organization will provide assistance to the Government of the United Arab Republic to save the Abu Simbel temples and the undertakings to be given by the Government of the United Arab Republic in this connexion,

The Organization, represented by its Director-General, Mr. René Maheu, duly authorized to that effect by the Executive Board of the Organization and

The Government of the United Arab Republic, represented by Dr. Abdel Kader Hatem, Minister of Culture and National Guidance

have stated the following :

1. In application of resolution 4.421 by which the General Conference of the Organization, at its twelfth session, recommended that the safeguarding of the Abu Simbel Temples be ensured while preserving the international character of the enterprise, the Government of the United Arab Republic has adopted a salvage project of the Abu Simbel Temples. This project involves the cutting of the temples into sections and their reconstruction on the same site at a higher level, at an estimated total cost of the equivalent of 36,000,000 dollars of the United States of America.
2. The Government of the United Arab Republic has agreed to proceed with the execution of the project and to take the necessary measures for its satisfactory completion, provided that the amount of international assistance received for that purpose shall be not less than the equivalent of 20,500,000 dollars of the United States of America.
3. The total assistance pledged by various Member States and Associate Members of the Organization although amounting to a very substantial figure has not, to this day, reached the above-mentioned amount and not all Member States and Associate Members concerned have, to this day, signed the Agreement concerning voluntary contributions.
4. Nevertheless, by reason of the timing of the construction of the High Dam, it is essential, if the Abu Simbel temples are to be saved, to start immediately the salvage work.

5. Because of this imperative necessity, the Government of the United Arab Republic has agreed to conclude the contract with the undertaking entrusted with the salvage work. The Government of the United Arab Republic, however, reserved its right, by an express clause of the said contract, to denounce it and may find itself obliged to invoke this denunciation clause if, before 1 March 1964, the total of the sums which Member States and Associate Members of the Organization have agreed to pay under the Agreement concerning voluntary contributions has not reached a sufficient amount.

*In consequence*, the Organization and the Government of the United Arab Republic have agreed as follows :

#### *Article I*

1. The Government of the United Arab Republic undertakes to proceed with the work of saving the Abu Simbel temples and, to that effect, to conclude with one or more contractors the contract for the work described in the *cahier des charges* adopted by the Ministry of Culture and National Guidance of the United Arab Republic (Salvage of the Abu Simbel Temples, project II).
2. The Government of the United Arab Republic nevertheless reserves the right to denounce, subject to the payment of an indemnity, the contract mentioned in the above paragraph if the total of the sums which Member States and Associate Members of the Organization have agreed to pay under the Agreement concerning voluntary contributions together with other sums already paid into the Trust Fund set up by the Director-General and earmarked for the salvage of the Abu Simbel temples, has not reached, on the date of 1 March 1964 an amount equivalent to 20,500,000 dollars of the United States of America or any other lower sum which the Government of the United Arab Republic may consider sufficient.

#### *Article II*

Should the Government of the United Arab Republic find itself obliged to denounce the works contract under the conditions defined in Article I of this Agreement, the Organization shall pay the said Government, by way of partial reimbursement of the indemnity to be paid to the contractor and of the expenses already incurred for the execution of the contract, a sum to be fixed by the Executive Committee of the Campaign to Save the Monuments of Nubia on the basis of the funds available.

#### *Article III*

If, on the date of 1 March 1964, the Government of the United Arab Republic has not denounced the works contract under the conditions defined in Articles I and II of this Agreement, the Government of the United Arab Re-

public shall continue the execution of the salvage project in its two stages until its satisfactory completion and shall assume all financial and other obligations resulting therefrom.

#### *Article IV*

1. The Director-General of the Organization shall transmit to the competent authorities of the United Arab Republic, in accordance with the methods, conditions and time-table laid down in the semi-annual plans drawn up and approved in conformity with the provisions of the Annex<sup>1</sup> to this Agreement, which constitutes an integral part thereof, the amounts paid to him for that purpose by Member States and Associate Members of the Organization in compliance with the Agreement concerning Voluntary Contributions, and the amounts already paid into the Trust Fund and specially earmarked for the salvage of the Abu Simbel temples.
2. With a view to assisting the Government of the United Arab Republic in meeting the obligations which it will have incurred in convertible currencies for the salvage work of the Abu Simbel temples, the Director-General of the Organization shall transfer to the Government of the United Arab Republic, in convertible currencies, the sums paid in these currencies into the Trust Fund and shall also endeavour to make available to the Government of the United Arab Republic additional sums in convertible currencies obtained by converting, in agreement with other Agencies of the United Nations, donations and contributions received in currencies subject to exchange regulations.

#### *Article V*

In addition to the information and documents foreseen in the Annex to this Agreement, the Government of the United Arab Republic shall supply the Director-General of the Organization, as expeditiously as possible, the plans of operation, draft contracts and costs estimates concerning the salvage work of the Abu Simbel temples together with all necessary information and documents on the progress of the work, in order to enable the Director-General of the Organization to keep the contributing Member States and Associate Members and the Executive Committee of the Campaign to Save the Monuments of Nubia fully and regularly informed of the work done.

#### *Article VI*

The Director-General of the Organization shall continue to appeal to public and private sources in order to assist the Government of the United Arab Republic in making up any difference between the total amount of contributions so far secured—including the contribution of the United Arab

<sup>1</sup> See p. 252 of this volume.

Republic for the equivalent of 11,500,000 dollars of the United States of America, and the expected cost of the operation : 36,000,000 dollars of the United States of America.

*Article VII*

The Director-General of the Organization, in conformity with the resolutions of the General Conference, shall pursue the International Campaign to Save the Monuments of Nubia and, in particular, to save the Abu Simbel temples. He shall submit the results of the Campaign to the General Conference at its thirteenth session and shall indicate eventually any sums still to be secured to complete the sum of 20,500,000 dollars of the United States of America requested by the Government of the United Arab Republic.

*Article VIII*

This Agreement shall enter into force upon signature.

IN FAITH WHEREOF the representative of both contracting parties have signed this agreement.

DONE in Cairo on 9 November 1963, in two original copies in the French, English and Arabic languages, the three texts being equally authentic.

For the United Nations Educational,  
Scientific and Cultural Organization :

For the Government  
of the United Arab Republic :

René MAHEU

ABDEL-KADER HATEM

ANNEX RELATING TO THE ESTABLISHMENT OF THE SEMI-ANNUAL  
PLANS OF FINANCIAL OPERATIONS

1. At least two months before a session of the Executive Committee whose agenda will include consideration of the semi-annual plan of financial operations provided for in paragraph 2 of Resolution II, adopted by the Executive Committee at the close of its fifth session, the Government of the United Arab Republic shall send the Organization a report indicating, with reference to the clauses of the works contract and the progress of the operations, the payments it will have to meet during the semi-annual period in question. The Organization's Service for the Monuments of Nubia shall be entitled to request any further information it may consider necessary.

2. In the light of all the information so received and of the situation of the Trust Fund, taking into account the receipts expected during the semi-annual period in question, the Director-General shall establish the above-mentioned plan of financial operations indicating, by type of currency, the proportion of the payments falling due under contract

which can be met by the Trust Fund. This document shall be communicated as expeditiously as possible to the Government of the United Arab Republic for observations, and transmitted to the Executive Committee for approval.

3. The amounts provided for on the schedule of payments approved by the Executive Committee shall be placed at the disposal of the Government of the United Arab Republic fifteen days before the due date of each payment, in accordance with the practical arrangements agreed upon by the said Government and the Director-General.

4. Within three months after the expiry of each semi-annual period, the Government of the United Arab Republic shall send the Organization a financial report, reviewing both the work carried out and the payments made during the semi-annual period covered, and indicating any changes which may have been made in the initial estimates. After obtaining, where appropriate, any additional information that may be necessary, the Director-General shall transmit this report to the Executive Committee for consideration at its next session.

5. Within three months after the completion of the work of each of the two stages of the project, the Government of the United Arab Republic shall forward to the Organization a technical report and a financial report covering all the work done and payments made which relate to that stage. These reports shall be transmitted by the Director-General to the Executive Committee in the same conditions as the semi-annual reports.

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