



Jordan No. 1 (2009)

Agreement

between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Hashemite Kingdom of Jordan for Co-operation in the Peaceful Uses of Nuclear Energy

London, 22 June 2009

[The Agreement is not in force]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
November 2009*

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ISBN: 9780101773423

Printed in the UK by The Stationery Office Limited
on behalf of the Controller of Her Majesty's Stationery Office

ID P002335455 11/09

Printed on paper containing 50% recycled fibre content minimum.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN FOR CO-OPERATION IN THE PEACEFUL USES OF NUCLEAR ENERGY

The Government of the United Kingdom of Great Britain and Northern Ireland ("the United Kingdom") and the Government of the Hashemite Kingdom of Jordan ("Jordan"), (jointly referred to as "the Parties"),

Underlining the importance for each of the Parties of the security of their energy supply and the need to develop new energy sources,

Desiring to continue to co-operate in the promotion and development of the peaceful uses of nuclear energy;

Observing that both the United Kingdom and Jordan are parties to the Treaty on the Non-Proliferation of Nuclear Weapons, done at London on 1 July 1968¹, ("NPT");

Recognising that both the United Kingdom and Jordan are members of the International Atomic Energy Agency ("IAEA"); and

Recognising that the United Kingdom is a member of the European Atomic Energy Community ("Euratom"), and is subject to obligations under the Treaty Establishing the European Atomic Energy Community² ("Euratom Treaty") done at Brussels on 17 April 1957;

Noting Euratom's role in relation to the supply of nuclear material;

Mindful that Jordan, as a non-nuclear-weapon State Party, has, under the NPT, undertaken not to manufacture or otherwise acquire nuclear weapons or other nuclear explosive devices and that it has concluded a Safeguards Agreement with an Additional Protocol with the IAEA for the application of safeguards in connection with the NPT;

Mindful also that the United Kingdom is subject to Euratom Safeguards and, as a nuclear-weapon State Party to the NPT, has voluntarily entered into a Safeguards Agreement³ and Additional Protocol⁴ with the IAEA in connection with the NPT;

Observing that both Parties are strongly committed to adequate physical protection of nuclear material and that the United Kingdom and Jordan are parties to the International Convention on the Physical Protection of Nuclear Material⁵ done at Vienna on 3 March 1980;

¹ Treaty Series No. 88 Cmnd 4474 (1970)

² Treaty Series No. 1 Cmnd 5179 (1973)

³ Treaty Series No. 90 Cmnd 7388 (1978)

⁴ Treaty Series No. 36 Cm 6664 (2005)

⁵ Treaty Series No. 61 Cm 2945 (1995)

Desiring to establish conditions consistent with their commitment to non-proliferation under the NPT;

And *underlining* that all Parties to the NPT undertake to facilitate, and have the right to participate in, the fullest possible exchange of equipment, material and scientific and technological information for the peaceful uses of nuclear energy, in conformity with the provisions of the NPT;

Have agreed as follows:

ARTICLE I

- (1) For the purposes of this Agreement:
 - (a) “derived items” means material, equipment and technology derived or obtained from transferred nuclear material, material, equipment and technology,
 - (b) “derived nuclear material” means all successive generations of nuclear material recovered or obtained as products or as by-products from nuclear material transferred under this Agreement;
 - (c) “equipment” means those items which are not material for the purposes of this Agreement, listed in Annex B of IAEA document INFCIRC/254/Part 1, as may be revised from time to time;
 - (d) “material” means any non-nuclear material listed in Annex B paragraph 2 of IAEA document INFCIRC/254/Part 1, as may be revised from time to time;
 - (e) “nuclear material” means any “source material” or “special fissionable material” as those terms are defined in Article XX of the Statute of the IAEA, as may be revised from time to time;
 - (f) “technology” has the meaning provided in Annex A of IAEA document INFCIRC/254/Part 1, as may be revised from time to time.

ARTICLE II

- (1) The Parties shall co-operate under this Agreement in the promotion and development of the peaceful non-explosive uses of nuclear energy in the two countries, in any of the following areas:

- (a) the implementation of projects for the generation of electricity and water desalination;
- (b) research and development as well as for design and for application of nuclear energy for use in such fields as agriculture, industry and medicine;
- (c) health, nuclear safety, emergency planning and response, and environmental protection;
- (d) nuclear security, including physical protection;
- (e) nuclear safeguards;
- (f) the supply of nuclear material, material, equipment and technology;
- (g) industrial co-operation between persons in the United Kingdom and in Jordan;
- (h) technical training and education, including access to and use of equipment;
- (i) the provision of technical assistance and services, including fuel services;
- (j) the exploration for and development of nuclear material and material;
- (k) nuclear spent fuel and waste management;
- (l) other areas for co-operation to be agreed by the Parties in writing.

(2) This Agreement does not cover co-operation on enrichment or reprocessing equipment, or technologies. The Parties may enter into a further agreement dealing with the transfer of enrichment or reprocessing equipment or technology.

ARTICLE III

The co-operation described in Article II of this Agreement may take the following forms:

- (a) supply or delivery of nuclear material, material, equipment and technology, excluding enrichment or reprocessing equipment or technology;
- (b) exchange of scientific and technical information and documentation;

- (c) exchange and training of personnel;
- (d) education in nuclear-related fields, including between academic institutions;
- (e) organisation of symposia and seminars and other forms of provision of information to the public;
- (f) provision of relevant technical assistance and services, including assistance in the drafting of legislation;
- (g) participation by scientific and technical staff of one Party in research and development activities conducted by the other Party; and
- (h) other forms of co-operation as may be determined by the Parties in writing.

ARTICLE IV

- (1) Nuclear material, material, equipment and technology transferred between the Parties, as well as derived items and derived nuclear material shall be subject to this Agreement unless otherwise agreed in writing by the Parties.
- (2) Items other than those covered by paragraph (1) of this Article shall be subject to this Agreement when the Parties have so agreed in writing.
- (3) Prior to any transfer between the Parties, whether directly or through a third party, of nuclear material, material, equipment or technology subject to this Agreement, the Parties shall exchange written notifications.

ARTICLE V

- (1) Should one of the Parties consider retransferring material, nuclear material, equipment, technology subject to this Agreement, derived items or derived nuclear material beyond its jurisdiction, that Party should only transfer them after being given by the transferee the same assurances as those provided by this Agreement.
- (2) Moreover, the Party that is considering a transfer or a retransfer pursuant to the provisions in paragraph 1 of this Article shall first obtain the written consent of the supplier Party for:
 - (a) Any retransfer of equipment or technology subject to this Agreement;

- (b) Any retransfer of equipment retrieved from the equipment referred to in subparagraph a) of this Article, or designed on the basis of the technology referred to in subparagraph a) above;
 - (c) Any transfer or retransfer of uranium enriched to twenty (20) per cent or greater in the isotopes U233 and U235, or of plutonium produced or recovered from nuclear material transferred under this Agreement;
- (3) Within the European Union, transfers and retransfers of nuclear material, equipment and technology are subject to the provisions of the Euratom Treaty and to relevant regulations. The requirements of paragraphs 1 and 2 above shall not apply to any transfers or retransfers of nuclear material, equipment and technology required by these obligations.

ARTICLE VI

Each Party shall obtain the written consent of the other Party prior to the enrichment of any nuclear material subject to this Agreement to twenty (20) per cent or more in the isotope U235 or U233, or to the reprocessing of any nuclear material subject to this Agreement. Such consent shall describe the conditions under which the resultant uranium enriched to twenty (20) per cent or more, or the plutonium, may be stored, used or transferred. The Parties may establish an agreement to facilitate the implementation of this provision.

ARTICLE VII

- (1) Nuclear material, material, equipment and technology subject to this Agreement, as well as derived items and derived nuclear material shall not be used to manufacture or otherwise acquire nuclear weapons or other nuclear explosive devices.
- (2) In accordance with the provisions of paragraph 1 of this Article, all nuclear material as well as derived nuclear material subject to this Agreement shall be the subject of appropriate safeguards procedures, which shall be consistent with the international obligations of each Party, in particular:
- (a) in Jordan, nuclear material shall be verified pursuant to the Safeguards Agreement and Additional Protocol between Jordan and the IAEA;
 - (b) in the United Kingdom, nuclear material shall be the subject of Euratom Safeguards and to the provisions of the UK/Euratom/IAEA Safeguards Agreement and Additional Protocol;
- (3) If for any reason or at any time the IAEA is not administering safeguards as discussed in paragraph (2) of this Article within the territory of a Party, that Party

shall forthwith enter into an agreement with the other Party for the establishment of:

- (a) safeguards equivalent in scope and effect to the safeguards being replaced; or
- (b) a safeguards system that conforms to the principles and procedures of the safeguards system set out in the IAEA document INFCIRC/66/Rev.2, taking into account subsequent amendments thereto which are accepted by the Parties, and provides for the application of safeguards to all items subject to this Agreement.

(4) If a Party does not accept the measures elaborated in paragraph (3) of this article, it shall allow at the request of the other Party, the restitution of any nuclear material, material, equipment and technology, including derived items or derived nuclear material subject to the agreement.

ARTICLE VIII

(1) Nuclear material shall remain subject to this Agreement until:

- (a) it is determined that it is either no longer usable or practicably recoverable for processing into a form usable for any nuclear activity relevant from the point of view of the safeguards referred to in Article VII of this Agreement. Both Parties shall accept a determination made by the IAEA in accordance with the provisions for the termination of safeguards of the relevant safeguards agreement to which the IAEA is a party;
- (b) it has been transferred to a third party in accordance with the provisions of Article V of this Agreement, following receipt of written consent; or
- (c) otherwise agreed between the Parties, in writing.

(2) Material and equipment shall remain subject to this Agreement until:

- (a) transferred to a third party in accordance with the provisions of Article V of this Agreement; or
- (b) otherwise agreed between the Parties in writing.

(3) Technology shall remain subject to this Agreement until otherwise agreed between the Parties in writing.

ARTICLE IX

(1) Each Party shall take all measures necessary, commensurate with the assessed threat prevailing from time to time, to ensure the physical protection of nuclear material and derived nuclear material subject to this Agreement under their jurisdiction and shall, as a minimum, apply levels of physical protection as set out in Annex C of IAEA document INFCIRC/254/Part 1, as may be revised from time to time;

(2) International transport of nuclear material subject to this Agreement shall be subject to the provisions of the Convention on the Physical Protection of Nuclear Material as set out in IAEA document INFCIRC/274, as may be amended from time to time, the amendment is applicable to both parties.

ARTICLE X

The Parties shall adopt any administrative, tax and customs measures within their field of competence that are required for the proper implementation of this Agreement.

ARTICLE XI

The intellectual property rights gained in the framework of the co-operation provided by this Agreement shall be allocated on a case-by-case basis in any specific agreements or contracts associated with this Agreement.

ARTICLE XII

None of the provisions of this Agreement shall be interpreted as affecting the rights and obligations which result from the participation by either of the Parties in other international agreements, treaties and conventions. These include:

- (a) the rights and obligations of the United Kingdom under or arising from the Euratom Treaty now or in the future;
- (b) the rights and obligations of the United Kingdom through the participation in a European regime for the control of exports of dual use goods and technology.

ARTICLE XIII

(1) The Parties shall consult at any time, at the request of either Party, to ensure the effective fulfilment of the obligations of this Agreement. The IAEA may be invited to participate in such consultations upon the request of both Parties.

(2) The Parties, through their respective appropriate governmental authorities, shall establish administrative arrangements to facilitate the effective implementation of this Agreement. Such arrangements will include the procedures necessary for the appropriate governmental authorities to implement and administer the provisions of this Agreement.

(3) Each Party shall, upon the other Party's request, inform the other Party of the conclusions of the most recent report by the IAEA on the IAEA's verification activities in its territory, relevant to the nuclear material subject to this Agreement.

ARTICLE XIV

Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation or as may otherwise be agreed between the Parties shall, on the request of either Party, be submitted to an arbitral tribunal which shall be composed of three arbitrators. Each Party shall designate one arbitrator and the two arbitrators so designated shall elect a third, not a national of either Party, who shall be the Chair. If within thirty (30) days of the request for arbitration either Party has not designated an arbitrator, the other Party to the dispute may request the President of the International Court of Justice to appoint an arbitrator for the Party which has not designated an arbitrator. If within thirty (30) days of the designation or appointment of arbitrators for both the Parties the third arbitrator has not been elected, either Party may request the President of the International Court of Justice to appoint the third arbitrator. A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote of all the members of the arbitral tribunal. The arbitral procedure shall be fixed by the tribunal. The decisions of the tribunal shall be binding on both Parties and shall be implemented by them. The remuneration of the arbitrators shall be determined on the same basis as that for ad hoc judges of the International Court of Justice.

ARTICLE XV

(1) This Agreement shall enter into force on the date of the later note of an exchange of diplomatic notes in which the Parties notify each other of the completion of their internal procedures necessary for the entry into force of this Agreement.

(2) This Agreement may be amended at any time by an exchange of diplomatic notes between the Parties. Any such amendment shall enter into force on the date of the later diplomatic note, or on such other date as may be specified in the notes.

(3) This Agreement shall remain in force for a minimum period of thirty (30) years. If neither Party has notified the other Party of its intention to terminate the Agreement at least six (6) months prior to the expiry of that minimum thirty-year period, this Agreement shall continue in force for additional periods of ten (10) years each unless, at least six (6) months before the expiration of any such additional period, a Party notifies the other Party of its intention to terminate this Agreement.

(4) Notwithstanding termination of this Agreement, the obligations contained in Articles IV, V, VI, VII, VIII, IX, XI and XII of this Agreement shall remain in force until otherwise agreed by the Parties.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

DONE in duplicate at London this 22nd day of June 2009, in the English and Arabic languages, both texts being equally authentic.

For The Government of the United
Kingdom of Great Britain and Northern
Ireland:

DAVID MILIBAND

For The Government of the Hashemite
Kingdom of Jordan:

NASSER JUDEH



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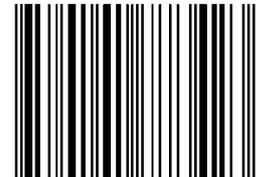
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ISBN 978-0-10-177342-3



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