

ATOMIC ENERGY

Peaceful Uses of Nuclear Energy

**Agreement Between the
UNITED STATES OF AMERICA
and MOROCCO**

Signed at Washington May 30, 1980



ATTACHMENT H

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

" . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

MOROCCO

Atomic Energy: Peaceful Uses of Nuclear Energy

*Agreement signed at Washington May 30, 1980;
Entered into force May 16, 1981.*

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AGREEMENT FOR COOPERATION BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO
CONCERNING PEACEFUL USES OF NUCLEAR ENERGY

The Government of the United States of America and the Government of the Kingdom of Morocco,

Reaffirming their commitment to ensuring that the international development and use of nuclear energy for peaceful purposes are carried out under arrangements which will, to the maximum extent possible, further the objectives of the Treaty on the Non-Proliferation of Nuclear Weapons ("NPT");^[1]

Reaffirming their support for the objectives of the Statute of the International Atomic Energy Agency ("IAEA")^[2] and their desire to promote universal adherence to the NPT; and

Mindful that peaceful nuclear activities must be undertaken with a view to protecting the international environment from radioactive, chemical, and thermal contamination;

Have agreed as follows:

Article 1
Scope of Cooperation

1. The United States of America and the Kingdom of Morocco shall cooperate in the use of nuclear energy for peaceful purposes in accordance with the provisions of this agreement and the agreed minute which forms an integral part thereof, the international treaties to which they are parties, and their national laws and regulations, including required import and export licenses.

2. Transfers of information, material, equipment, and components under this agreement may be undertaken directly between the parties or through authorized persons. Such transfers shall be subject to this agreement and to such terms and conditions as may be agreed by the parties.

3. Cooperation under this agreement shall require the application of IAEA safeguards with respect to all nuclear activities within the territory of the Kingdom of Morocco, under its jurisdiction, or carried out under its control anywhere. This requirement shall be considered to be fulfilled by the implementation of a safeguards agreement concluded pursuant to Article III(4) of the NPT.

4. An amendment to this agreement shall be required for any transfer of sensitive nuclear technology, sensitive nuclear facilities or major critical components.

¹ TIAS 6839; 21 UST 483.

² TIAS 3873, 5284, 7668; 8 UST 1093; 14 UST 135; 24 UST 1637.

Article 2
Definitions

For the purposes of this agreement:

- (A) "Authorized person" means any person authorized by either party to receive, possess, use, or transfer material, equipment, or components.
- (B) "Byproduct material" means any radioactive material (except special nuclear material) obtained or made radioactive by exposure to the radiation resulting from the process of producing or utilizing special nuclear material.
- (C) "Component" means any component part of equipment or any other item so designated by agreement of the parties.
- (D) "Equipment" means any production or utilization facility (including uranium enrichment and nuclear fuel reprocessing facilities) or any facility for the production of heavy water or the fabrication of nuclear fuel containing plutonium, or any other item so designated by agreement of the parties.
- (E) "High enriched uranium" means uranium enriched to at least twenty percent in the isotope 235.
- (F) "Low enriched uranium" means uranium enriched to less than twenty percent in the isotope 235.
- (G) "Major critical component" means any part or group of parts essential to the operation of a sensitive nuclear facility.
- (H) "Material" means source material, special nuclear material, byproduct material, radioisotopes other than byproduct material, moderator material, or any other such substance so designated by agreement of the parties.

(I) "Moderator material" means heavy water, as well as graphite or beryllium of a purity suitable for use in a reactor to slow down high velocity neutrons and increase the possibility of further fission, or any other such material so designated by agreement of the parties.

(J) "Parties" means the Government of the United States of America and the Government of the Kingdom of Morocco.

(K) "Peaceful purposes" include the use of information, material, equipment, and components in such fields as research, power generation, medicine, agriculture, industry, mining and geology, but do not include use, research, or development relating to any nuclear explosive device or for any military purpose.

(L) "Person" means any individual or entity subject to the jurisdiction of either party, but does not include the parties to this agreement.

(M) "Production facility" means any nuclear reactor designed or used primarily for the formation of plutonium or uranium 233, any facility designed or used for the separation of the isotopes of uranium or plutonium, any facility designed or used for the processing of irradiated material containing special nuclear material, or any other item so designated by agreement of the parties.

(N) "Reactor" means any apparatus, other than a nuclear weapon or other nuclear explosive device, in which a self-sustaining fission chain reaction is maintained by utilizing uranium, plutonium, thorium, or any combination thereof.

(O) "Sensitive nuclear facility" means any facility designed or used primarily for uranium enrichment, the reprocessing of nuclear fuel, the production of heavy water, or the fabrication of nuclear fuel containing plutonium.

(P) "Sensitive nuclear technology" means any information (including information incorporated in equipment or an important component) which has not been made public and which is important to the design, construction, fabrication, operation or maintenance of any sensitive nuclear facility, or other such information which may be so designated by agreement of the parties.

(Q) "Source material" means (1) uranium, thorium, or any other material so designated by agreement of the parties; or (2) ores containing one or more of the foregoing materials in such concentrations as the parties may agree from time to time.

(R) "Special nuclear material" means (1) plutonium, uranium 233, or uranium enriched in the isotope 235; or (2) any other material so designated by agreement of the parties.

(S) "Utilization facility" means any reactor other than one designed or used primarily for the formation of plutonium or uranium 233.

Article 3 Transfer of Information

1. Information on the development and use of nuclear science and technology for peaceful purposes shall be communicated as may be agreed by the parties. This includes information relating to such fields as:

(A) Development, design, construction, operation, maintenance, and use of reactors and experiments conducted with reactors.

(B) The use of material in physical and biological research, medicine, agriculture, and industry.

(C) Geology and mining technology.

(D) Fuel cycle studies of ways to meet future world-wide civil nuclear needs, including multilateral approaches to guaranteeing nuclear fuel supply, and appropriate techniques for the management of nuclear wastes.

(E) Safeguards and physical security of materials, equipment, and components.

(F) Health, safety, and environmental considerations relating to the foregoing.

(G) Assessment of the role nuclear energy may play in national energy plans.

2. This agreement does not require the transfer of any information not permitted by international treaties or national laws and regulations.

3. The United States of America shall not transfer under this agreement any Restricted Data, as defined in its Atomic Energy Act of 1954, as amended.^[1]

¹ 68 Stat. 919; 42 U.S.C. § 2011 *et seq.*

Article 4
Transfer of Material, Equipment,
and Components

1. Material, equipment, and components shall be transferred as may be agreed by the parties for activities consistent with this agreement. Any special nuclear material transferred to the Kingdom of Morocco under this agreement shall be low enriched uranium, except as provided in paragraph 4 of this article.

2. Low enriched uranium shall be transferred as may be agreed by the parties for use as reactor fuel, for reactor experiments, for conversion or fabrication, or for such other purposes as may be agreed by the parties. The separative work required to produce the low enriched uranium transferred by the United States of America for use as fuel in power reactors in the Kingdom of Morocco shall not exceed that necessary to support the fuel cycles of those reactors.

3. The quantity of source material or special nuclear material transferred to the Kingdom of Morocco under this agreement shall at no time exceed the quantity agreed to by the parties as necessary for any of the following purposes: the loading of research and power reactors or use in reactor experiments, the efficient and continuous operation of such reactors or the conduct of any such experiments, and the accomplishment of other purposes as may be agreed by the parties.

4. The United States of America shall transfer, as may be agreed by the parties, small quantities of special nuclear material sufficient for use as samples, standards, detectors and targets and for any other purposes as the parties may agree. Transfers of small quantities of special nuclear material pursuant to the provisions of this paragraph shall not be subject to the quantity limitations stipulated in paragraph 3 of this article.

5. The United States of America shall take any such actions as may be necessary and feasible to ensure a reliable supply of nuclear fuel to the Kingdom of Morocco, including the export of nuclear material on a timely basis and the availability of enrichment capacity permitting this undertaking to be carried out in accordance with the provisions of this agreement.

Article 5
Storage and Retransfers

1. Material transferred pursuant to this agreement and material used in any equipment transferred pursuant to this agreement or produced through the use of any material or equipment so transferred may be stored by either party, except that each party guarantees that no such plutonium or uranium 233 (except as contained in irradiated fuel elements) or high enriched uranium under its jurisdiction shall be stored in any facility that has not been agreed to in advance by the parties.

2. Material, equipment, or components transferred pursuant to this agreement and any special nuclear material produced through the use of any such material or equipment may be transferred by the recipient party, except that such party guarantees that no such material, equipment, components, or special nuclear material under its jurisdiction shall be transferred to unauthorized persons or, unless the parties agree, beyond its territorial jurisdiction.

Article 6
Reprocessing and Enrichment

1. Each party guarantees that material transferred to and under its jurisdiction pursuant to this agreement and material used in any equipment transferred to and under its jurisdiction pursuant to this agreement or produced through the use of any material or equipment so transferred and under its jurisdiction shall not be reprocessed unless the parties agree. Each party guarantees that no plutonium, uranium 233, high enriched uranium, or irradiated source or special nuclear material transferred to and under its jurisdiction pursuant to this agreement, or used in any equipment transferred to and under its jurisdiction pursuant to this agreement or produced through the use of any material or equipment so transferred and under its jurisdiction shall be altered in form or content, except by irradiation or by further irradiation, unless the parties agree.

2. Each party guarantees that no uranium transferred to and under its jurisdiction pursuant to this agreement or any uranium used in any equipment transferred to and under its jurisdiction pursuant to this agreement shall be enriched after transfer, unless the parties agree.

Article 7
Physical Security

1. Each party guarantees that adequate physical security shall be maintained with respect to any material and equipment transferred to and under its jurisdiction pursuant to this agreement and with respect to any special nuclear material used in any equipment transferred to and under its jurisdiction pursuant to this agreement or produced through the use of any material or equipment so transferred and under its jurisdiction.

2. The parties agree to the levels for the application of physical security set forth in the Annex, which levels may be modified by mutual consent of the parties. The parties shall maintain adequate physical security measures in accordance with such levels. Such measures shall, as a minimum, provide protection comparable to that set forth in document INFCIRC/225/Rev. 1 of the IAEA entitled "The Physical Protection of Nuclear Material," or in any revision of that document as may be agreed to by the parties.

3. Upon the request of either party, the parties shall exchange information concerning the physical security measures maintained pursuant to this article and shall consult concerning their adequacy.

4. Each party shall designate those agencies or authorities responsible for ensuring the proper application of the levels of physical security and for coordinating protective and recovery measures in the event of unauthorized use or handling of material subject to this article. Each party shall also designate competent points of contact within its national authorities to cooperate on matters of out-of-country transportation and other matters of mutual concern.

5. The provisions of this article shall be implemented in such a manner as to avoid hampering, delaying, or interfering unduly in the parties' nuclear activities and to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

Article 8
Exclusion of Military or
Explosive Application

Each party guarantees that no material, equipment, or components transferred to and under its jurisdiction pursuant to this agreement and no material used in any equipment or components transferred to and under its jurisdiction pursuant to this agreement or produced through the use of any material, equipment, or components so transferred and under its jurisdiction shall be used for any nuclear explosive device, for research on or development of any nuclear explosive device, or for any military purpose.

Article 9
Safeguards

1. Material transferred to the Kingdom of Morocco pursuant to this agreement and any source material or special nuclear material used in any equipment or component transferred pursuant to this agreement or produced through the use of any material, equipment, or component so transferred shall be subject to safeguards in accordance with the agreement signed on January 30, 1973^[1] between the Kingdom of Morocco and the IAEA for the application of safeguards as provided for in the NPT.

2. If the United States of America or the Kingdom of Morocco becomes aware of circumstances which demonstrate that, for any reason, the IAEA is not applying or will not be applying safeguards in accordance with the safeguards agreement referred to in paragraph 1 of this article, to ensure effective continuity of safeguards, the parties shall immediately enter into arrangements which conform with IAEA safeguards principles and procedures and with the coverage required by that paragraph and which provide assurance equivalent to that intended to be secured by the system they replace.

3. Each party guarantees that it shall take all necessary measures to maintain the safeguards required by this article and that it will facilitate the application thereof.

4. Each party shall establish and maintain a system of inventory and control of all material transferred pursuant to this agreement and material used in any equipment or component transferred pursuant to this agreement or produced through the use of any material, equipment, or component so transferred, the procedures of which shall be comparable to those set forth in IAEA document INFCIRC/153 (corrected), or in any revision of that document agreed to by the parties.

5. Upon the request of either party, the other party shall report or permit the IAEA to report to the requesting party on the status of all inventories of any material subject to paragraph 1 of this article.

6. Available design information relevant to safeguards of equipment to be safeguarded under this agreement shall be supplied to the IAEA at its request and in a timely fashion.

¹IAEA doc. INFCIRC/228, Jan. 15, 1976.

7. The provisions of this article shall be implemented in such a way as to avoid hampering, delaying, or interfering unduly in the parties' nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

Article 10
Cessation of Cooperation

1. In the event that either party at any time following entry into force of this agreement

(a) does not comply with the provisions of articles 3, 6, 7, 8 or 9, or

(b) terminates, abrogates, or materially violates an IAEA safeguards agreement,

the other party shall have the right to cease further cooperation under this agreement and the right to require the return of any material, equipment, or component transferred under this agreement and of any special nuclear material produced through their use.

2. In the event that the Kingdom of Morocco at any time following entry into force of this agreement detonates a nuclear explosive device, the United States of America shall have the same rights as those stipulated in paragraph 1 of this article.

3. If either party exercises its rights under this article to require the return of any material, equipment, or component transferred in accordance with this agreement, or any special nuclear material produced through their use, said party shall, after removal from the territory of the other party, reimburse the other party for the fair market value of such material, equipment, or components. If this right is exercised, the parties shall make such other appropriate arrangements as may be required which shall not be subject to any further agreement between the parties with respect to storage, retransfer, reprocessing, alteration in form or content, or enrichment.

Article 11
Consultations and Environmental Protection

1. The parties agree to consult periodically and at the request of either party concerning the implementation of the agreement and the development of their cooperation in the field of peaceful uses of nuclear energy.

2. The parties shall consult, with regard to activities under this agreement, to identify the international environmental implications arising from such activities. The parties shall cooperate in protecting the international environment from radioactive, chemical, and thermal contamination arising from peaceful nuclear activities under this agreement and in the fields of health and safety.

Article 12
Entry into Force and Duration

1. This agreement shall enter into force on the date on which the parties notify each other by exchange of notes that they have satisfied their legal requirements, [1] and it shall remain in force for a period of twenty (20) years.

2. Notwithstanding the suspension, termination, or expiration of this agreement or of any cooperation hereunder for whatever reason, articles 5, 6, 7, 8, 9, and 10 shall remain in force as long as any material, equipment, or component subject to these articles remains in the territory of the party concerned or under its jurisdiction or control anywhere, or until such time as the parties agree that such material, equipment, or component is no longer usable for any nuclear activity relevant from the point of view of safeguards.

¹ May 16, 1981.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this agreement.

Done at Washington, this thirtieth day of May, 1980, in duplicate, in the English and French languages, the two texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

Matthew Nimetz [1]

FOR THE GOVERNMENT OF THE
KINGDOM OF MOROCCO:

Ali Bengelloun [2]

¹ Matthew Nimetz.
² Ali Bengelloun.

ANNEX

Pursuant to paragraph 2 of article 7, the agreed levels of physical security to be ensured by the competent national authorities in the use, storage and transportation of the materials listed in the attached table shall as a minimum include protection characteristics as below.

Category III

Use and storage within an area to which access is controlled.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient states, respectively, in case of international transport specifying time, place and procedures for transferring transport responsibility.

Category II

Use and storage within a protected area to which access is controlled, i.e., an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient states, respectively, in case of international transport specifying time, place and procedures for transferring transport responsibility.

Category I

Material in this category shall be protected with highly reliable systems against unauthorized use as follows:

Use and storage within a highly protected area, i.e., a protected area as defined for category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context should have as their objective the detection and prevention of any assault, unauthorized access or unauthorized removal of material.

Transportation under special precautions as identified above for transportation of categories II and III materials and, in addition, under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

CATEGORIZATION OF NUCLEAR MATERIAL

Material	Form	Category		
		I	II	III
1. Plutonium	Unirradiated	2 kg or more	Less than 2 kg but more than 500 g	500 g or less ^c
	- not easily dispersible - easily dispersible	2 kg or more	Less than 2 kg but more than 10 g	10 g or less ^c
2. Uranium-235	Unirradiated, any chemical form	5 kg or more	Less than 5 kg but more than 1 kg	1 kg or less ^c
	- uranium enriched to 20% ²³⁵ U or more	-	10 kg or more	Less than 10 kg ^c
	- uranium enriched to 10% ²³⁵ U but less than 20% - uranium enriched above natural, but less than 10% ²³⁵ U ^d	-	-	10 kg or more
3. Uranium-233	Unirradiated, any chemical form	2 kg or more	Less than 2 kg but more than 500 g	500 g or less ^c
4. Irradiated fuel		Reprocessing plant Storage facilities separated from reactor sites	Reactor sites ^b In transit	

^a Natural uranium, depleted uranium and thorium and quantities of uranium enriched to less than 10% not falling in Category III should be protected in accordance with prudent management practice.

^b Although the recommendations of the group of experts are for this level of protection, it would be open to States, upon evaluation of reactor characteristics, to assign a different degree of physical protection.

^c For less a radiologically significant quantity should be exempted.

[Footnotes in the original.]

AGREED MINUTE

During the negotiation of the Agreement for Cooperation between the United States of America and the Kingdom of Morocco Concerning Peaceful Uses of Nuclear Energy (hereinafter "the agreement") signed today, the following points, which shall be an integral part of the agreement, were agreed between the parties.

Coverage of Agreement

Material, equipment, or components transferred from the territory of one party to the territory of the other party for peaceful purposes, either directly or through the territory of a third country, shall be regarded as having been transferred pursuant to the agreement only upon confirmation by the appropriate government authority of the recipient party to the appropriate government authority of the other party that such material, equipment, or components shall be subject to the terms of the agreement.

For the purposes of implementing the rights specified in articles 5, 6, and 7 with respect to special nuclear material produced through the use of material transferred pursuant to the agreement and not used in any equipment transferred pursuant to the agreement or produced through the use of any equipment so transferred, such rights shall, in practice, be applied to that proportion of special nuclear material produced which represents the ratio of transferred material used in the production of the special nuclear material to the total amount of material so used, as well as for subsequent generations.

The parties note that the provisions of the agreement do not apply to material, equipment, and components which are not transferred pursuant to the agreement unless such material is either used in any equipment or component so transferred or produced through the use of any material, equipment, or component so transferred.

The parties also note that any action and cooperation pursuant to the agreement shall not require an amendment to the agreement unless an amendment is specifically provided for in the agreement.

Cooperation in the Area of Research

The United States of America recognizes the intention of the Kingdom of Morocco to acquire a nuclear research reactor and to establish a nuclear research program for peaceful purposes in the near future. The United States of America notes its firm intention to cooperate fully with the Kingdom of Morocco in supplying information which may be accomplished by such means as reports, conferences, visits, assignments of experts and other technical and scientific exchanges. The United States of America also notes its firm intention to cooperate fully with the Kingdom of Morocco in supplying equipment and material needed for nuclear research programs for peaceful purposes in Morocco, including the supply of nuclear fuel in a timely fashion.

Transitional Arrangements

With reference to paragraphs 1 and 2 of article 7, while most facilities in the United States of America provide physical protection comparable to that specified for materials classified as categories II and III in the table attached to the Annex, the

United States of America has not completed the necessary procedures with respect to physical protection of these materials. Pending completion of these procedures, if any proposed recipient of category II or III material transferred pursuant to the agreement does not provide physical protection at a minimum comparable to that set forth in INFCIRC/225/Rev. 1, the United States of America shall so inform the Kingdom of Morocco prior to shipment of such material and will propose provisional measures satisfactory to both parties.

Safeguards

If either party becomes aware of circumstances referred to in paragraph 2 of article 9, consistent with the terms and conditions of the agreement, the Kingdom of Morocco shall retain the rights and obligations which it has pursuant to its safeguards agreement with the IAEA referred to in paragraph 1 of article 9. The United States of America shall assume the rights which the IAEA has pursuant to the safeguards agreement with respect to material subject to the agreement, including the following:

1. To review in a timely fashion the design of any equipment transferred pursuant to the agreement, or of any facility which is to use, fabricate, process, or store any material so transferred or any special nuclear material used in any equipment or component so transferred or produced through the use of any material, equipment or component so transferred.

2. To require the maintenance and production of records for the purpose of assisting the parties in ensuring accountability for material transferred pursuant to the agreement and for any source material or special nuclear material used in any equipment or component so transferred or produced through the use of any material, equipment or component so transferred.

3. To designate personnel, in consultation with the Kingdom of Morocco, who shall have the necessary access to all places and information to account for the material mentioned in paragraph 2, to inspect any equipment or facility referred to in paragraph 1, and to install any relevant devices for the purposes of safeguards and make any measurements as may be deemed necessary to account for such material. Such personnel shall be accompanied by personnel designated by the Kingdom of Morocco.

ACCORD DE COOPERATION
ENTRE
LES ETATS-UNIS D'AMERIQUE

ET
LE ROYAUME DU MAROC
CONCERNANT LES UTILISATIONS DE L'ENERGIE NUCLEAIRE
A DES FINS PACIFIQUES