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AN AGREEMENT OF COOPERATION BETWEEN THE
GOVERNMENT OF THE UNITED STATES AND THE
GOVERNMENT OF THE KINGDOM OF SAUDI ARA-
BIA

COMMUNICATION

FROM

THE PRESIDENT OF THE UNITED STATES

TRANSMITTING

AN AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT
OF THE UNITED STATES AND THE GOVERNMENT OF THE KING-
DOM OF SAUDI ARABIA CONCERNING PEACEFUL USES OF NU-
CLEAR ENERGY, PURSUANT TO 42 U.S.C. 2153(d); PUBLIC LAW
95-242, SEC. 401; (92 STAT. 144) AND 42 U.S.C. 2153(d); AUG. 1,
1946, CH. 724, TITLE I, SEC. 123 (AS AMENDED BY PUBLIC LAW
109-401, SEC. 104(e)); (120 STAT. 2734)



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THE WHITE HOUSE,
Washington, August 24, 2026.

Hon. MIKE JOHNSON,
Speaker of the House of Representatives,
Washington, DC.

DEAR MR. SPEAKER: I am pleased to transmit to the Congress, pursuant to subsections 123 b. and 123 d. of the Atomic Energy Act of 1954, as amended (42 U.S.C. 2153(b), (d)) (the "Act"), the text of an Agreement for Cooperation Between the Government of the United States of America and the Government of the Kingdom of Saudi Arabia Concerning Peaceful Uses of Nuclear Energy (the "Agreement"), which was concluded with two accompanying side letters and which calls for the associated Agreement Between the Government of the United States of America and the Government of the Kingdom of Saudi Arabia for the Application of Additional Safeguards and Verification Measures to the United States-Saudi Arabia Agreement for Cooperation Concerning Peaceful Uses of Nuclear Energy.

I am also pleased to transmit my written approval, authorization, and determination concerning the Agreement, and an unclassified Nuclear Proliferation Assessment Statement (NPAS) concerning the Agreement. In accordance with section 123 of the Act, a classified annex to the NPAS, prepared by the Secretary of State, in consultation with the Director of National Intelligence, summarizing relevant classified information, will be submitted to the Congress separately. The joint memorandum submitted to me by the Secretaries of State and Energy, as well as a letter from the Chairman of the Nuclear Regulatory Commission stating the views of the Commission, are also enclosed.

An addendum to the NPAS containing a comprehensive analysis of the export control system of the Kingdom of Saudi Arabia with respect to nuclear-related matters, including interactions with countries of proliferation concern and the actual or suspected nuclear, dual-use, or missile-related transfers to such countries, pursuant to section 102A(w) of the National Security Act of 1947 (50 U.S.C. 3024(w)), is being submitted separately by the Director of National Intelligence.

The Agreement has been negotiated in accordance with the Act and other applicable law. In my judgment, it meets all applicable statutory requirements and will advance the nonproliferation and other foreign policy interests of the United States of America.

The Agreement contains all of the provisions required by subsection 123 a. of the Act. It provides a comprehensive framework for peaceful nuclear cooperation with the Kingdom of Saudi Arabia based on a mutual commitment to nuclear nonproliferation. It would permit the transfer of material, equipment (including reactors), components, and information for peaceful nuclear purposes.

It would permit the transfer of sensitive nuclear technology to support a joint enrichment and conversion study or upon written agreement of the parties but would not permit the transfer of restricted data. Any special fissionable material transferred could only be in the form of low enriched uranium, with the exception of small quantities of special fissionable material for use as samples, standards, detectors, or targets or for such other purposes as the parties may agree.

The Agreement has a term of 30 years, although it can be terminated by either party with at least 1 year's advance written notice to the other party. In the event of termination or expiration of the Agreement, key nonproliferation conditions and controls will continue in effect as long as any material, equipment, or components subject to the Agreement remain 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 components are no longer usable for any nuclear activity relevant from the point of view of safeguards.

The Kingdom of Saudi Arabia strongly supports the nonproliferation of weapons of mass destruction and has consistently reiterated its commitment to nonproliferation. The United States and the Kingdom of Saudi Arabia have fostered a close relationship on strategic trade and interdiction issues. It is a party to the Treaty on the Non-Proliferation of Nuclear Weapons and has concluded a Comprehensive Safeguards Agreement with the International Atomic Energy Agency. A more detailed discussion of the Kingdom of Saudi Arabia's domestic civil nuclear activities and its nuclear nonproliferation policies and practices is provided in the NPAS and its classified annex.

I have considered the views and recommendations of the interested departments and agencies in reviewing the Agreement and, in accordance with subsection 123 b. of the Act, have determined that its performance will promote, and will not constitute an unreasonable risk to, the common defense and security. Accordingly, I have approved the Agreement and authorized its execution and urge that the Congress give it favorable consideration.

This transmission shall constitute a submittal for purposes of both subsections 123 b. and 123 d. of the Act. My Administration is prepared to immediately begin the consultations with the Senate Foreign Relations Committee and the House Foreign Affairs Committee as provided in subsection 123 b. Upon completion of the 30 days of continuous session review provided for in subsection 123 b., the 60 days of continuous session review provided for in subsection 123 d. shall commence.

Sincerely,

DONALD J. TRUMP.

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

The Government of the United States of America (the "United States of America") and the Government of the Kingdom of Saudi Arabia (the "Kingdom of Saudi Arabia") (together, the "Parties"),

MINDFUL of their respective rights and obligations under the Treaty on the Non-Proliferation of Nuclear Weapons, done at London, Moscow, and Washington July 1, 1968 ("NPT"), to which both the United States of America and the Kingdom of Saudi Arabia are party;

RECALLING the Strategic Economic Partnership between the Government of the United States of America and the Government of the Kingdom of Saudi Arabia, signed in Riyadh on May 13, 2025, including its provisions on civil nuclear cooperation;

REAFFIRMING their commitment to ensuring that the international development and use of nuclear energy for peaceful purposes are carried out to further the objectives of the NPT.

AFFIRMING their desire to promote universal adherence to the NPT;

AFFIRMING their support for the International Atomic Energy Agency ("IAEA") and its safeguards system, and noting the Bilateral Safeguards Agreement expected to be concluded between the United States of America and the Kingdom of Saudi Arabia wherein the Parties together request the IAEA to apply additional safeguards and verification measures;

DESIRING to cooperate in the development, use, and control of peaceful uses of nuclear energy;

AFFIRMING the intent of the Kingdom of Saudi Arabia to work with the United States of America and its Qualified Suppliers to acquire civilian nuclear power reactors and fuel cycle capabilities;

AFFIRMING in particular the goal of pursuing the safe, secure, and environmentally sustainable development of civil nuclear energy for peaceful purposes and in a manner that supports nuclear nonproliferation and international safeguards; 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 – DEFINITIONS

For the purpose of this Agreement and the Agreed Minute, the terms listed below shall have the following meanings:

- (A) "Agreed Minute" means the minute annexed to this Agreement, which is an integral part hereof;
- (B) "Bilateral Safeguards Agreement" means the Agreement Between the Government of the United States of America and the Government of the Kingdom of Saudi Arabia for the Application of Additional Safeguards and Verification Measures to the United States-Saudi Arabia Agreement for Cooperation Concerning Peaceful Uses of Nuclear Energy;
- (C) "Byproduct material" means any radioactive material (except special fissionable material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special fissionable material;

- (D) "Classified Information" means national security information classified under the United States of America Executive Order 13526 or any predecessor or superseding order.
- (E) "Competent authorities" means, in the case of the United States of America, the Department of State ("DOS"), the Department of Energy ("DOE"), and the Nuclear Regulatory Commission ("NRC"). For the Kingdom of Saudi Arabia, the competent authorities are the Ministry of Energy and the Nuclear and Radiological Regulatory Commission. Each Party may change its competent authority/authorities or add additional competent authorities by written notice to the other Party;
- (F) "Component" means a component part of equipment or other items, so designated by written agreement of the Parties;
- (G) "Conversion" means any of the normal operations in the nuclear fuel cycle, preceding fuel fabrication and excluding enrichment, by which uranium is transformed from one chemical form to another – for example, from UF₆ to UO₂ or from uranium oxide to metal;
- (H) "Decommissioning" means the action taken at the end of a facility's useful life to retire the facility from service in a manner that provides adequate protection for the health and safety of the decommissioning workers and the general public, and for the environment. These actions can range from closing down the facility and a minimal removal of nuclear material coupled with continuing maintenance and surveillance to a complete removal of residual radioactivity in excess of levels acceptable for unrestricted use of facility and its site;
- (I) "Equipment" means any reactor, other than one designed or used primarily for the formation of plutonium or uranium-233; reactor pressure vessel, including closure heads; reactor

calandria, complete reactor control rod drive system, reactor primary coolant pump, on-line reactor fuel charging and discharging machine, or any other item so designated by written agreement of the Parties;

- (J) "Executive Agent" means those identified by the Parties under Article 2 of this Agreement for specific responsibilities, functions, and authorities assigned and agreed to by the Parties in writing;
- (K) "High enriched uranium" means uranium enriched to twenty percent or greater in the isotope 235;
- (L) "Low enriched uranium" means uranium enriched to less than twenty percent in the isotope 235;
- (M) "Major critical component" means any part or group of parts essential to the operation of a sensitive nuclear facility;
- (N) "Material" means nuclear material, byproduct material, moderator material, radioisotopes other than byproduct material or moderator material, or any other such substance so designated by written agreement of the Parties;
- (O) "Moderator material" means heavy water or graphite or beryllium of a purity suitable for use in a reactor to slow down high velocity neutrons and increase the likelihood of further fission, or any other such material so designated by written agreement of the Parties;
- (P) "Nuclear Information" means data or information of a scientific, commercial, or technical nature in any form concerning the use of nuclear energy for peaceful purposes that is appropriately designated by written agreement of the Parties or their competent authorities to be transferred under this Agreement;

- (Q) "Nuclear material" means source material or special fissionable material;
- (R) "Peaceful purposes" include the use of information, material, equipment, and components in such fields as research, power generation, medicine, agriculture, and industry but do not include use in, research on, or development of any nuclear explosive device, or any military purpose. Military purpose shall not include the supply of electricity to a military base from any power network;
- (S) "Person" means any individual or any entity subject to the jurisdiction of either Party but does not include the Parties to this Agreement;
- (T) "Qualified Supplier" means (1) an entity agreed in writing by the Parties; or (2) an entity that
 - (a) has an NRC facility license as of the date of the proposed transfer;
 - (b) has filed an initial application for a facility license with the NRC that has been accepted for review by the NRC as of the date of the proposed transfer;
 - (c) has authorization or funding from the DOE to operate a nuclear facility as of the date of the proposed transfer; or
 - (d) has submitted an application to the DOE for authorization to operate a nuclear facility and, as of the date of the proposed transfer, has entered into an agreement with DOE concerning such facility;
- (U) "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 nuclear material;

- (V) "Restricted Data" means all data concerning (1) design, manufacture, or utilization of nuclear weapons, (2) the production of special fissionable material, or (3) the use of special fissionable material in the production of energy, but shall not include data of a Party that it has declassified or removed from the category of Restricted Data;
- (W) "Sensitive nuclear facility" means any facility designed or used primarily for uranium enrichment, reprocessing of nuclear fuel, heavy water production, or fabrication of nuclear fuel containing plutonium;
- (X) "Sensitive nuclear technology" means any information, including information incorporated in equipment or a component, that is not in the public domain and that is important to the design, construction, fabrication, operation, or maintenance of any sensitive nuclear facility, or any other such information that may be so designated by written agreement of the Parties;
- (Y) "Source material" means (1) uranium, thorium, or any other material designated by agreement of the Parties, or (2) ores containing one or more of the foregoing materials in such concentration as the Parties may agree in writing on occasion; and
- (Z) "Special fissionable material" means (1) plutonium, uranium-233, or uranium enriched in the isotope 235, or (2) any other material so designated by written agreement of the Parties.

ARTICLE 2 – SCOPE OF COOPERATION

1. The Parties intend to cooperate in the safe and secure use of nuclear energy for peaceful purposes. Such cooperation shall be in accordance with the provisions of this Agreement and the Parties'

applicable international agreements, national laws, regulations, and license requirements.

2. The Parties shall identify Executive Agents. The Executive Agents for the United States of America shall be the DOE and the DOS, and the Executive Agent for the Kingdom of Saudi Arabia shall be the Ministry of Energy. Each Party may change its Executive Agent or add one more additional Executive Agents by written notice to the other Party.
3. The Parties agree to work together to develop local infrastructure and capacity in the Kingdom of Saudi Arabia for peaceful uses of nuclear energy in a manner that takes full advantage of existing resources in the Kingdom of Saudi Arabia. Subject to the terms of this Agreement, the Kingdom of Saudi Arabia agrees to partnering with Qualified Suppliers for nuclear power reactors, nuclear reactor fuel, and all other aspects of the nuclear fuel cycle in the Kingdom of Saudi Arabia. Partnership on sensitive nuclear facilities shall also be in accordance with additional conditions agreed to by the Parties in writing.

ARTICLE 3 – TRANSFER OF NUCLEAR INFORMATION

1. Nuclear information may be transferred pursuant to this Agreement. Transfers of nuclear information may be accomplished through various means, including reports, data banks, computer programs, conferences, visits, and assignments of staff to facilities. Fields that may be covered may include, but shall not be limited to, the following:
 - (A) Development, design, construction, operation, maintenance, and use of reactors, reactor experiments, and decommissioning;

- (B) The use of material in physical and biological research, medicine, agriculture, and industry;
 - (C) 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 management of nuclear wastes;
 - (D) Safeguards and physical protection of nuclear material, equipment, and components;
 - (E) Health, safety, and environmental considerations related to the foregoing; and
 - (F) Assessing the role nuclear power may play in national energy plans.
2. Sensitive Nuclear Technology may be transferred to support the Joint Enrichment and Conversion Study, as described in Article 7, or upon written agreement of the Parties.
 3. Restricted Data and Classified Information shall not be transferred under this Agreement.

ARTICLE 4 – TRANSFER OF MATERIAL, EQUIPMENT, AND COMPONENTS

1. Material, equipment, and components may be transferred for applications consistent with this Agreement. Any special fissionable material transferred under this Agreement shall be low enriched uranium, except as provided in paragraph 4 of this Article. Sensitive nuclear facilities and major critical components thereof may be transferred pursuant to this Agreement if the Parties agree in writing.
2. Natural or low enriched uranium may be transferred for use as fuel in reactor experiments and in reactors, for conversion, enrichment, or

fabrication, or for such other purpose as may be agreed to by the Parties in writing.

3. Small quantities of special fissionable material may be transferred for use as samples, standards, detectors, and targets, and for such other purposes as the Parties may agree in writing.
4. The quantity of special fissionable material transferred under this Agreement shall not at any time be in excess of the quantity that, as agreed in writing by the Parties, is necessary for any of the following purposes: the use in the loading of reactors or in reactor experiments; the reliable, efficient, and continuous operation of reactors or conduct of reactor experiments; the storage of special fissionable material necessary for the efficient and continuous operation of reactors for conduct of reactor experiments; the transfer of irradiated nuclear material for storage, disposition, or return; and the accomplishment of such other purposes as may be agreed in writing by the Parties.
5. Any facility designed or used primarily for reprocessing of nuclear fuel, heavy water production, or fabrication of nuclear fuel containing plutonium, and any part or group of parts essential to the operation of such a facility may not be transferred under this Agreement unless the Parties agree in writing.
6. Nuclear material, equipment, or components may not be transferred to the Kingdom of Saudi Arabia pursuant to this Agreement, until the Bilateral Safeguards Agreement, as referred to in Article 10, paragraph 2, has entered into force.
7. The United States of America shall endeavor to take such actions as are necessary and feasible to ensure a reliable supply of nuclear fuel to the Kingdom of Saudi Arabia, including the export of nuclear fuel on a timely basis during the period of this Agreement. The United States of America shall also consider such actions as are feasible to assist the Kingdom of Saudi Arabia in safe and secure management,

storage, and disposition of irradiated special fissionable material produced through the use of material or equipment transferred pursuant to this Agreement.

8. Material, equipment, and components subject to this Agreement shall no longer be subject to this Agreement if:
 - A. Such items have been transferred beyond the territory of the receiving Party in accordance with the relevant provisions of this Agreement and are no longer under its jurisdiction or control anywhere;
 - B. In the case of nuclear material, the Parties agree, taking into account among other factors an IAEA determination, consistent with paragraph 11 of Saudi Arabia's Comprehensive Safeguards Agreement, if any, in accordance with the provisions for the termination of safeguards in the relevant agreement referred to in paragraphs 3 or 4 of Article 10, whichever is applicable, that the nuclear material is no longer usable for any nuclear activity relevant from the point of view of safeguards or has become practicably irrecoverable; or
 - C. In the case of equipment and components, it is agreed by the Parties in writing.

ARTICLE 5 – STORAGE AND RETRANSFERS

1. Plutonium and uranium-233 (except as contained in irradiated fuel elements), and high enriched uranium, transferred pursuant to this Agreement or used in or produced through the use of any material or equipment so transferred shall only be stored in a facility to which the Parties agree in writing.

2. Material, equipment, and components transferred pursuant to this Agreement and any special fissionable material, other transuranic elements, or tritium produced through the use of any such material or equipment shall not be transferred to unauthorized Persons, or, unless the Parties agree in writing, beyond the recipient Party's territorial jurisdiction.
3. In order to facilitate the management of spent fuel, irradiated nuclear materials, or nuclear-related waste, material transferred or produced through the use of material, equipment, and components transferred pursuant to this Agreement may be transferred to a third country as agreed by the Parties in writing, or, if the United States of America agrees and designates a storage or disposition option, to the United States of America. In the event of transfer to the United States of America, the Parties shall make appropriate implementing arrangements.

ARTICLE 6 – REPROCESSING AND OTHER ALTERATION IN FORM OR CONTENT

Material transferred pursuant to this Agreement and material used in or produced through the use of material or equipment so transferred shall not be reprocessed or (in the case of plutonium, uranium-233, high enriched uranium, and irradiated nuclear material) otherwise altered in form or content (except by irradiation or further irradiation) after transfer, unless the Parties agree in writing.

ARTICLE 7 – URANIUM ENRICHMENT

1. The Executive Agents, on behalf of the Parties, may explore options to support the long-term commercial feasibility of civil uranium

enrichment capacity in the United States of America and the Kingdom of Saudi Arabia.

2. Uranium transferred pursuant to this Agreement and uranium used in or produced through the use of equipment transferred pursuant to this Agreement may be enriched if the Parties agree in writing, following completion of a Joint Enrichment and Conversion Study.
3. For a Joint Enrichment and Conversion Study, the Parties shall consult with a view to identifying appropriate options for the enrichment of uranium subject to the Agreement and for further development or demonstration in the United States of America of relevant technologies that could be deployed in the Kingdom of Saudi Arabia. These consultations shall take into account all relevant considerations, including the specific characteristics of the technologies involved in such options, the global commercial market, the economic viability of an enrichment facility in the Kingdom of Saudi Arabia, potential modalities for an enrichment facility in the Kingdom of Saudi Arabia that would serve the national interests of both the Kingdom of Saudi Arabia and the United States of America, and in particular those considerations needed to ensure that the deployment of such technologies will not result in a significant increase of the risk of proliferation and can be effectively safeguarded by the IAEA. The Joint Enrichment and Conversion Study will be initiated upon entry into force of the Agreement and shall be completed within two (2) years. Upon completion of the Joint Enrichment and Conversion Study, the Parties shall consult regarding considerations for the transfer of sensitive nuclear facilities or sensitive nuclear technologies and the domestic processes required to authorize such transfers.
4. Prior to the United States of America providing consent for enrichment or support for any enrichment facility in the Kingdom of Saudi Arabia, the Bilateral Safeguards Agreement as referred to in

Article 10, paragraph 2, must be in force. The Parties shall, through their respective Executive Agents, develop arrangements and procedures under which any such enrichment may take place. These arrangements and procedures shall be consistent with Articles 5, 8, 9 and 10 of this Agreement and such other provisions as may be agreed by the Parties. These arrangements and procedures may address agreement for the transfer of sensitive nuclear facilities or major critical components.

5. Any enrichment facility in the Kingdom of Saudi Arabia that uses equipment or technology transferred pursuant to this Agreement shall not be modified or operated to enrich uranium to greater than five-percent in the isotope-235 unless the Parties agree in writing following completion of an additional Joint High-Assay Low-Enriched Uranium Enrichment Study focused specifically on the considerations relevant to enrichment at that level, including the considerations identified in Paragraph 3 of this Article. Any enrichment agreed by the Parties to exceed the five-percent threshold shall be limited to less than 20 percent in the isotope-235.

ARTICLE 8 – PHYSICAL PROTECTION

1. Adequate physical protection shall be maintained with respect to any material and equipment transferred pursuant to this Agreement and any special fissionable material used in or produced through the use of material or equipment so transferred.
2. To comply with the requirement in paragraph 1 of this Article, each Party shall apply at a minimum measures in accordance with (i) levels of physical protection at least equivalent to the recommendations published in IAEA document INFCIRC/225/Rev.5 entitled "Nuclear Security Recommendations on Physical Protection of Nuclear Material and Nuclear Facilities" and in any subsequent revisions of

that document accepted by the Parties and in any successor documents accepted by the Parties, and (ii) the provisions of the Convention on the Physical Protection of Nuclear Material and Nuclear Facilities, adopted at Vienna October 26, 1979, as amended at Vienna July 8, 2005 ("A/CPPNM"), as well as any subsequent amendments to the Convention that enter into force for both Parties.

3. The adequacy of physical protection measures maintained pursuant to this Article shall be subject to visits and consultations by the Parties from time to time and whenever either Party is of the view that revised measures may be required to maintain adequate physical protection.
4. The Parties shall keep each other informed in writing through diplomatic channels of those agencies or authorities having responsibility for ensuring that levels of physical protection for nuclear material and nuclear facilities in their territory or under their jurisdiction or control are adequately met and having responsibility for coordinating response and recovery operations in the event of unauthorized use or handling of material subject to this Article. The Parties intend to inform each other through diplomatic channels in writing, as well, of the designated points of contact within their 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 undue interference in the Parties' nuclear activities, to comply with the physical protection measures required by paragraph 2 of this Article, and to be consistent with prudent management practices required for the safe and economic conduct of their nuclear programs.

ARTICLE 9 – NO EXPLOSIVE OR MILITARY APPLICATION

Material, equipment, components, nuclear information and technology transferred pursuant to this Agreement and material used in or produced through the use of any material, equipment, components, nuclear information, or technology so transferred shall not be used for any nuclear explosive device, for research on or development of any nuclear explosive device, or for any military purpose. Military purpose shall not include the supply of electricity to a military base from any power network.

ARTICLE 10 – SAFEGUARDS

1. Cooperation under this Agreement shall require the application of IAEA safeguards with respect to all nuclear activities within the territory of the Kingdom of Saudi Arabia, under its jurisdiction, or carried out under its control anywhere. Implementation of a safeguards agreement concluded pursuant to Article III(4) of the NPT shall be considered to fulfill this requirement.
2. Prior to the transfer of any nuclear material, equipment, or components pursuant to this Agreement, the Kingdom of Saudi Arabia and the United States of America shall bring into force a Bilateral Safeguards Agreement wherein the Parties together request the IAEA to apply additional safeguards and verification measures.
3. Nuclear material transferred to the Kingdom of Saudi Arabia from the United States of America pursuant to this Agreement and any nuclear material used in or produced through the use of material, equipment, or components so transferred shall be subject to safeguards in perpetuity in accordance with the Agreement between the Kingdom of Saudi Arabia and the International Atomic Energy Agency for the Application of Safeguards in Connection with the Treaty on the Non-proliferation of Nuclear Weapons, signed at Vienna June 16, 2005,

which entered into force on January 13, 2009, and the Bilateral Safeguards Agreement referred to in paragraph 2 of this Article.

4. Nuclear material transferred to the United States of America from the Kingdom of Saudi Arabia pursuant to this Agreement and any nuclear material used in or produced through the use of material, equipment, or components so transferred shall be subject to the Agreement between the United States of America and the International Atomic Energy Agency for the Application of Safeguards in the United States of America, signed at Vienna November 18, 1977, which entered into force on December 9, 1980, and the Additional Protocol thereto, signed at Vienna June 12, 1998, which entered into force on January 6, 2009.
5. If either Party becomes aware of circumstances that demonstrate that the IAEA for any reason is not or will not be applying safeguards in accordance with the agreements as provided in paragraph 3 or paragraph 4 of this Article, to ensure effective continuity of safeguards the Parties shall consult and immediately enter into arrangements with the IAEA or between themselves that conform with IAEA safeguards principles and procedures, that provide assurance equivalent to that intended to be secured by the system they replace, and that conform with the coverage required by paragraph 3 and paragraph 4 of this Article.
6. Each Party shall take such measures as are necessary to maintain and facilitate the application of safeguards applicable to it provided for under this Article.
7. Each Party shall establish and maintain a system of accounting for and control of source material and special fissionable material transferred pursuant to this Agreement and source material and special fissionable material used in or produced through the use of any material, equipment, or component so transferred. The

procedures for this system shall be comparable to those set forth in IAEA document INFCIRC/153 (Corrected), or in any revision of that document accepted by the Parties.

8. 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 material subject to this Agreement.
9. The provisions of this Article shall be implemented in such a manner as to avoid hampering, delay, or undue interference in the Parties' peaceful nuclear activities and so as to be consistent with prudent management practices required for the safe and economic conduct of their nuclear programs.

ARTICLE 11 – CESSATION OF COOPERATION AND RIGHT OF RETURN

1. If either Party at any time following entry into force of this Agreement:
 - (A) does not comply with the provisions of Article 5, 6, 7, 8, 9, or 10 of this Agreement; or
 - (B) terminates, abrogates, or materially violates a safeguards agreement with the IAEA;

the other Party shall have the rights to cease further cooperation under this Agreement or terminate this Agreement by giving ninety (90) days written notice and, in either case, to require the return of any material, equipment, or components transferred pursuant to this Agreement and any special fissionable material produced through the use of such items.

2. If the Kingdom of Saudi Arabia 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 specified in paragraph 1 of this Article.

3. If the United States of America at any time following the entry into force of this Agreement detonates a nuclear explosive device using nuclear material, moderator material, equipment, or components transferred pursuant to this Agreement or any nuclear material used in or produced through the use of such items, the Kingdom of Saudi Arabia shall have the same rights specified in paragraph 1 of this Article.
4. If either Party exercises its rights under this Article to require the return of any material, equipment, or components, it shall promptly, after removal from the territory of the other Party, reimburse the other Party for the fair market value of such material, equipment, or components.
5. In determining whether to exercise its right under paragraph 1 of this Article, a Party shall consider whether the facts giving rise to the right to take such action in accordance with paragraph 1 were caused deliberately. In the event that it finds such violation not to be deliberate, and to the extent that it judges that such violation can be rectified, the non-breaching Party shall endeavor, subject to its national legislation and regulations, to afford the breaching Party an opportunity to cure the violation within a reasonable period.

ARTICLE 12 – CONFIDENTIALITY OF INFORMATION

1. The Parties shall take all appropriate precautions to protect information they receive as a result of the operation of this Agreement that is designated by the supplier Party as proprietary.
2. Except as required by its national laws or regulations, the receiving Party shall not disclose to third parties any information transferred under this Agreement without the consent in writing of the supplier

Party, and shall use the information exclusively in accordance with this Agreement and not for any other purposes.

**ARTICLE 13 – CONSULTATIONS, REVIEW,
AND ENVIRONMENTAL PROTECTION**

1. The Parties shall consult at the request of either Party regarding the implementation of this Agreement and the development of further cooperation in the field of peaceful uses of nuclear energy, and the Parties further expect to consult on an annual basis. In particular, the Parties intend to work together to advance the global civil nuclear liability regime, which would create more legal certainty and provide protections for American and Saudi nuclear suppliers from potentially unlimited legal liability resulting from a nuclear incident.
2. This Agreement shall be reviewed at any time at the request of either Party to take into account regional and international nonproliferation developments, international technological developments and institutional arrangements, the energy needs of the Kingdom of Saudi Arabia, or such other circumstance as may warrant such review. The terms of this Agreement may, however, only be amended as mutually agreed in writing between the Parties.
3. The Parties shall consult, with regard to activities under this Agreement, to identify the international environmental implications arising from such activities and shall cooperate in protecting the international environment from radioactive, chemical, or thermal contamination arising from peaceful nuclear activities under this Agreement and in related matters of health and safety.

ARTICLE 14 – SETTLEMENT OF DISPUTES

Any dispute between the Parties or Executive Agents regarding interpretation, implementation, or application of this Agreement shall be handled at the level at which the dispute arises before any escalation may

occur. Discussions at all levels shall be carried out with a view to resolving that dispute, and, if escalation is warranted, may be addressed through diplomatic channels or any peaceful means of settlement for disputes mutually decided by the Parties.

ARTICLE 15 – ADMINISTRATIVE ARRANGEMENT

1. The competent authorities of the Parties shall, by mutual consent, establish an Administrative Arrangement in order to provide for the effective implementation of the provisions of this Agreement.
2. The principles of fungibility, proportionality, and equivalence shall apply to nuclear material and moderator material subject to this Agreement. Detailed provisions for applying these principles shall be set forth in the Administrative Arrangement.
3. The Administrative Arrangement established pursuant to this Article may be modified by mutual decision of the competent authorities of the Parties.

ARTICLE 16 – ENTRY INTO FORCE, AMENDMENT, DURATION, AND TERMINATION

1. This Agreement shall enter into force on the date of the later note in an exchange of diplomatic notes between the Parties informing each other that they have completed their respective domestic requirements for the entry into force of this Agreement.
2. This Agreement shall remain in force for a period of thirty (30) years, unless terminated by either Party. This Agreement may be terminated at any time by either Party on one (1) year's written notice to the other Party. This Agreement may be amended by written agreement of the Parties. Amendments to this Agreement shall enter into force on the date of the later note in an exchange of diplomatic notes between Parties informing each other that they have completed

their respective requirements for entry into force.

3. Notwithstanding the termination or expiration of this Agreement or any cessation of cooperation hereunder for any reason, Articles 5, 6, 7, 8, 9 10, and 11 and the Agreed Minute shall continue in effect so long as any material, equipment, or components subject to Articles 5, 6, 7, 8, 9, 10, and 11 remain in the territory of the Party concerned or under its jurisdiction or control anywhere, or until such time as the Parties agree in writing that such material is no longer usable for any nuclear activity relevant from the point of view of IAEA safeguards or has become practicably irrecoverable.

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

Signed at Washington on July 20, 2016 and at Riyadh on 22 July 2016 in two originals in the English and Arabic languages, both texts being equally authentic.

For the Government of
The United States of America



Chris Wright
Secretary of Energy

For the Government of
The Kingdom of Saudi Arabia



Abdulaziz Bin Salman Bin Abdulaziz
Minister of Energy

AGREED MINUTE

During the negotiation of the Agreement for Cooperation between the Government of the United States of America and the Government of the Kingdom of Saudi Arabia Concerning Peaceful Uses of Nuclear Energy ("the Agreement") signed today, the following provisions, which shall be an integral part of the Agreement, were negotiated.

I. Coverage of Agreement

1. Material, equipment, and components transferred from the territory of one Party to the territory of the other Party, whether directly or through 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 supplier Party, that such material, equipment, or component shall be subject to the Agreement.
2. With respect to the definition of "Restricted Data" in Article 1 (V) of the Agreement, it is the understanding of the Parties that all information on the use of special fissionable material in the production of energy from standard civilian reactors has been declassified or removed from the category of "Restricted Data."
3. For the purpose of implementing the rights specified in Articles 5, 6 and 7 of the Agreement with respect to special fissionable material produced through the use of nuclear material transferred pursuant to the Agreement and not used in or produced through the use of equipment transferred pursuant to the Agreement, such rights shall in practice be applied to that proportion of special fissionable material produced that represent the ratio of transferred material used in the production of the special fissionable material to the total amount of material so used, and similarly for subsequent generations.

4. With respect to Article 2.3, the Parties shall maintain a list of Qualified Suppliers, and shall regularly update this list by written agreement with respect to prong 1 of Article 1 (T), and mutual written understanding that an entity meets the criteria as to prong 2 of Article 1 (T).

II. Safeguards

1. Prior to the licensing by the United States of America of the exports of nuclear material, equipment, components, or technology pursuant to the Agreement, the Bilateral Safeguards Agreement referred to in Article 10, paragraph 2, of this Agreement must have entered into force.
2. Upon the request of the United States of America, the Kingdom of Saudi Arabia will authorize the IAEA to make available to the United States of America requested information on the implementation of Bilateral Safeguards Agreement referred to in Article 10, paragraph 2 of this Agreement within the scope of the U.S.-Saudi cooperation under the Agreement. The Kingdom of Saudi Arabia shall share with the United States of America on an annual basis any information disclosed to the IAEA pursuant to the Saudi Arabia's Comprehensive Safeguards Agreement, to the extent relevant to the scope of U.S.-Saudi cooperation under the Agreement. To the extent consistent with its applicable national legislation and regulations, the United States of America shall ensure that all information provided to the United States of America by the Kingdom of Saudi Arabia or the IAEA is not publicly disclosed and is accorded appropriate protections, with a view to providing the same level of protection accorded to such information by the Kingdom of Saudi Arabia or the IAEA, as the case may be. The Parties shall consult regarding the appropriate protection of such information.

3. For the purposes of this Agreement, source material will be limited to uranium, thorium, or any other nuclear material that the Parties agree should be designated as source material. With reference to Article 1(Y), the Parties agree that ores concentrated in such material shall be covered under this Agreement in paragraph 7 of Article 10 if the Agency determines that they are subject to safeguards consistent with Article 33(c) of Saudi Arabia's Comprehensive Safeguards Agreement.

III. Physical Protection

1. Implementing measures of physical protection is the responsibility of each Party within its jurisdiction. Nevertheless, with reference to Article 8 of the Agreement, the United States of America and the Kingdom of Saudi Arabia shall cooperate in establishing mutually agreed physical protection arrangements to be applied by the Kingdom of Saudi Arabia with a view to fulfilling the requirements of that Article. These arrangements shall meet the requirements of Article 7 and take into account the Parties' respective experience and domestic laws and regulations.
2. In assessing the compliance of the Kingdom of Saudi Arabia with its physical protection obligations under Article 8 of the Agreement and whether the United States of America has the right to take any action under paragraph 1 of Article 11 of the Agreement, the United States of America shall give due consideration to the findings of an expert advisory mission that may be conducted by the IAEA if so requested by either of the Parties for that purpose.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF SAUDI ARABIA FOR THE APPLICATION OF ADDITIONAL SAFEGUARDS AND VERIFICATION MEASURES TO THE UNITED STATES – SAUDI ARABIA AGREEMENT FOR COOPERATION CONCERNING PEACEFUL USES OF NUCLEAR ENERGY

WHEREAS the United States of America (hereinafter referred to as the “United States”) and the Kingdom of Saudi Arabia (hereinafter referred to as “Saudi Arabia”) (hereinafter collectively referred to as “the Parties”) are parties to the Treaty on the Non-Proliferation of Nuclear Weapons (hereinafter referred to as the “Treaty”);

WHEREAS, pursuant to Article I of the Treaty, the United States has an obligation not to in any way assist, encourage, or induce any non-nuclear-weapon State to manufacture or otherwise acquire nuclear weapons or other nuclear explosive devices;

WHEREAS, pursuant to Article II of the Treaty, Saudi Arabia has an obligation not to manufacture or otherwise acquire nuclear weapons or other nuclear explosive devices;

RECALLING that nothing in the Treaty shall be interpreted as affecting the inalienable right of the parties thereto to develop research, production and use of nuclear energy for peaceful purposes without discrimination and in conformity with Articles I and II of the Treaty;

WHEREAS Saudi Arabia has concluded an Agreement with the International Atomic Energy Agency (hereinafter referred to as the “Agency”) the Agreement between the Kingdom of Saudi Arabia and the International Atomic Energy Agency for the Application of Safeguards in Connection with the Treaty on Non-Proliferation of Nuclear Weapons, which entered into force on 13 January 2009 (INFCIRC/746) (hereinafter referred to as the “Safeguards Agreement”), that applies to all source or special fissionable material in all peaceful nuclear activities within the territory of Saudi Arabia, under its jurisdiction, or carried out under its control anywhere and whereas Saudi Arabia has rescinded the Protocol (Small Quantities Protocol) to the Safeguards Agreement on 31 December 2024 (INFCIRC/746/Mod.1);

WHEREAS the Safeguards Agreement will continue to apply in accordance with its terms on all source or special fissionable material in all peaceful nuclear

activities within the territory of Saudi Arabia, under its jurisdiction, or carried out under its control anywhere;

WHEREAS the United States has concluded with the International Atomic Energy Agency the Agreement between the United States of America and the International Atomic Energy Agency for the Application of Safeguards in the United States of America which entered into force on 9 December 1980 (INFCIRC/288) (hereinafter referred to as the "U.S. Voluntary Offer Agreement"), and a Protocol Additional to the Agreement between the United States of America and the International Atomic Energy Agency for Application of Safeguards in the United States of America, which entered into force on 6 January 2009 (INFCIRC/288/Add.1) (hereinafter referred to as the "U.S. Additional Protocol");

WHEREAS United States and the Saudi Arabia have concluded an Agreement for Cooperation Concerning the Peaceful Uses of Nuclear Energy (hereinafter referred to as the "Nuclear Cooperation Agreement");

RECALLING the undertakings of the United States and Saudi Arabia in the Nuclear Cooperation Agreement and the Treaty;

WHEREAS Saudi Arabia anticipates expanded civil nuclear activities for peaceful purposes in its territory pursuant to the Nuclear Cooperation Agreement, and the Parties seek to have the Agency apply additional safeguards and verification measures with regard to covered sites in order to ensure high standards of transparency and avoid risks of proliferation;

WHEREAS the Agency is authorized, pursuant to Article III.A.5 of the Statute of the International Atomic Energy Agency (hereinafter referred to as the "Statute"), to apply safeguards at the request of the parties to any bilateral or multilateral arrangement, or at the request of a State to any of that State's activities in the field of atomic energy:

RELATIONSHIP BETWEEN THIS AGREEMENT AND THE SAFEGUARDS AGREEMENT

Article 1

- a. The provisions of the Safeguards Agreement shall apply to this Agreement to the extent they are relevant to and compatible with the provisions of this Agreement.

- b. Nothing in this Agreement shall be interpreted as to affect the rights and obligations of the Agency and Saudi Arabia under the Safeguards Agreement.
- c. The Parties agree to request the Agency to apply the safeguards and verification measures provided for in this Agreement, consistent with the Agency's authorities under the Statute, and the Parties shall cooperate with the Agency to facilitate the implementation of this Agreement.
- d. Further to United States-Saudi Arabia nuclear cooperation under the Nuclear Cooperation Agreement occurring on covered sites, Saudi Arabia authorizes the Agency to share with the United States on an annual basis any information received pursuant to this Agreement related only to covered sites.
- e. Saudi Arabia shall share with the United States on an annual basis any information disclosed to the Agency pursuant to the Safeguards Agreement, to the extent relevant to the scope of U.S.-Saudi cooperation under this Agreement and related only to covered sites.
- f. Saudi Arabia shall share with the United States on an annual basis information disclosed to the Agency pursuant to the Safeguards Agreement relevant to joint activities under the Nuclear Cooperation Agreement that extend beyond the scope set forth in Article 2.a. of this Agreement.

SCOPE OF THIS AGREEMENT

Article 2

- a. In accordance with the Nuclear Cooperation Agreement, and for the purposes of this Agreement, all uranium conversion, uranium enrichment, fuel fabrication, reprocessing, or any associated research and development activity, undertaken pursuant to the Nuclear Cooperation Agreement shall occur on a location on a covered site.
- b. In accordance with the Nuclear Cooperation Agreement, and for the purposes of this Agreement, all activities described under Article 2.a. at facilities or locations outside facilities under development, supplied, built or operated in Saudi Arabia pursuant to the Nuclear Cooperation Agreement shall occur on a location on a covered site.
- c. The provisions of this Agreement shall apply to all facilities, locations outside facilities and nuclear fuel cycle activities as described in Article 2.a. and 2.b., that are undertaken pursuant to the Nuclear Cooperation Agreement. The provisions of this Agreement shall also apply to any closed-down facility or closed-down location outside facilities, or decommissioned

facility or decommissioned location outside facilities, on covered sites pursuant to the Nuclear Cooperation Agreement.

PROVISION OF INFORMATION TO THE AGENCY

Article 3

- a. Except as otherwise provided for in Article 5.b., Saudi Arabia shall provide to the Agency within 180 days of this Agreement's entry into force, and every year thereafter not later than the same date, unless otherwise specified below, the following information:
 - i. A list of all covered sites.
 - ii. A description of each building on each covered site that is under development, supplied, built, or operated in Saudi Arabia under the Nuclear Cooperation Agreement, including its use, contents, and activities. The description shall include a map of each covered site and its location.
 - iii. A description of nuclear fuel cycle-related research and development activities not involving nuclear material carried out at each covered site.
 - iv. Information regarding the location, on a covered site, or further processing of intermediate or high-level waste containing plutonium, high enriched uranium or uranium-233 on which safeguards have been terminated pursuant to Article 11 of the Safeguards Agreement. For the purpose of this paragraph, "further processing" does not include repackaging of the waste or its further conditioning not involving the separation of elements, for storage or disposal.
 - v. A description of the scale of operations and manufacturing of nuclear-related equipment and non-nuclear material related to the Nuclear Cooperation Agreement, as described in Annex I to this Agreement, at each relevant covered site.
 - vi. Advance notification of the intended relocation within Saudi Arabia of any nuclear-related equipment, non-nuclear material, or

nuclear fuel cycle-related research and development from a covered site to another covered site.

- vii. Identity, quantity, location of the intended use on a covered site, and date of import from the United States, pursuant to the Nuclear Cooperation Agreement, of all nuclear-related equipment and non-nuclear material, as described in Annex II to this Agreement.
 - viii. Identity, quantity, previous location on a covered site, date of export, and intended destination of all United States-origin nuclear-related equipment or non-nuclear material received from the United States pursuant to the Nuclear Cooperation Agreement at covered sites that are exported from Saudi Arabia, as described in Annex II to this Agreement.
 - ix. General plans for the succeeding ten-year period relevant to the development of the nuclear fuel cycle activities related to this Agreement (including planned research and development activities related to covered sites) when approved by the appropriate authorities in Saudi Arabia.
- b. Upon request, Saudi Arabia shall provide the Agency with amplifications or clarifications of any of information related to activities at covered sites reported pursuant to Article 3.a. of this Agreement, including in response to questions relating to the correctness and completeness of such information.
 - c. Information related to the Nuclear Cooperation Agreement required to be provided to the Agency by the United States, for activities occurring in the United States, shall be either addressed or provided to pursuant to the U.S. Additional Protocol, which entered into force on 6 January 2009 (INFCIRC/288/Add.1), or the U.S. Voluntary Offer Agreement, as applicable.

PROVISION OF ACCESS

Article 4

- a. Except as otherwise provided for in Article 5.b., Saudi Arabia shall provide short notice access to the Agency during regular working hours to any place

on a covered site to verify, or to resolve a question related to, the correctness and completeness of the information provided by Saudi Arabia under Article 3.

- i. The frequency of access shall be determined by the Agency in order to enable the effective implementation of safeguards and verification measures under the Agreement, but such access shall be kept to the minimum consistent with the objective of the Agreement.
 - ii. The Agency will provide Saudi Arabia with advance notice for each such access to a covered site of at least 2 hours when the Agency is already on a covered site, or otherwise advance notice of at least 24 hours.
 - iii. Saudi Arabia shall facilitate the implementation by the Agency of the safeguards and verification measures during such access as those provided for in the Safeguards Agreement, as well as the collection on covered sites of location-specific environmental samples and other objective measures that have been demonstrated to be technically feasible.
- b. If, in the event that access to a covered site does not resolve an Agency question as set forth in Article 4.a., the Parties agree to immediately consult with the Agency on appropriate procedures and means to resolve the question under this Agreement without delay.

IMPLEMENTING ARRANGEMENTS

Article 5

- a. In order to facilitate the implementation of this Agreement, the Parties shall agree in writing on appropriate implementing arrangements that will be implemented with the involvement of the Agency.
- b. The implementing arrangements shall specify in more detail how the provisions of this Agreement shall be implemented and address, inter alia, technical procedures, frequency and notification of access, and exchange of information.
 - i. In the event that information required to be provided to the Agency under Article 3 is not available to Saudi Arabia, the United States

in consultation with Saudi Arabia shall provide the appropriate information.

- ii. In the event that access required to be provided to the Agency under Article 4 requires the consent of the United States, the United States, in consultation with Saudi Arabia, shall facilitate access.
- c. Taking into consideration consultation with the Agency, implementing arrangements may be changed only upon mutual written decision of the Parties.

COST OF SAFEGUARDS AND VERIFICATION MEASURES

Article 6

- a. The Agency shall be reimbursed for all costs incurred by the Agency for the implementation in Saudi Arabia of additional safeguards and verification measures under this Agreement. Subject to the availability of funds, and consistent with respective existing legal authorities, the United States and Saudi Arabia may contribute to the reimbursement of Agency costs.
- b. The United States shall apply provisions of the U.S. Voluntary Offer Agreement and the U.S. Additional Protocol with respect to costs incurred in the United States relevant to verifying information under this Agreement.

INTERPRETATION AND APPLICATION

Article 7

- a. The Parties shall, at the request of the Agency or of either Party, consult, as relevant, with each other and with the Agency on any question arising out of the interpretation or application of this Agreement.
- b. The Parties may consult with each other on any question arising out of the interpretation or application of this Agreement.

ENTRY INTO FORCE, DURATION, AND AMENDMENT

Article 8

- a. This Agreement shall enter into force on the date of the later of the written notifications between the Parties indicating that (1) their respective statutory and/or constitutional requirements for entry into force for this Agreement

have been met, (2) the Nuclear Cooperation Agreement has entered into force, and (3) the Board of Governors has authorized the Director General to implement safeguards and verification measures identified in and related to this Agreement.

- b. This Agreement shall terminate upon the termination of the Nuclear Cooperation Agreement, except that the rights and obligations of the Parties and safeguards and verification measures performed by the Agency shall continue to apply with regard to any nuclear material, equipment, or facility which was ever subject to this Agreement that remains in the territory of Saudi Arabia or under its jurisdiction or control anywhere, until such time as the Parties and the Agency agree that such nuclear material, equipment, or facility is no longer usable for any activity relevant from the point of view of safeguards.
- c. This Agreement may be amended upon mutual written agreement of the Parties. Annexes I and II may be modified, including to address technological advances, by mutual consent in writing of the Parties without amendment of this Agreement.

DEFINITIONS

Article 9

For the purpose of this Agreement:

- a. Nuclear fuel cycle-related research and development activities means those activities which are specifically related to any process or system development aspect of any of the following:
 - conversion of nuclear material,
 - enrichment of nuclear material,
 - nuclear fuel fabrication,
 - reprocessing of nuclear fuel,
 - processing (not including repackaging or conditioning not involving the separation of elements, for storage or disposal) of intermediate or high-level waste containing plutonium, high enriched uranium or uranium-233,

- but do not include theoretical or basic scientific research or research and development on industrial radioisotope applications, medical, hydrological and agricultural applications, health and environmental effects and improved maintenance.
- b. Covered site means a geographic area delimited by Saudi Arabia, following consultations between the Parties, related to the scope of the Agreement as set forth in Article 2.
 - c. Decommissioned facility or decommissioned location outside facilities means an installation or location on a covered site at which residual structures and equipment essential for its use have been removed or rendered inoperable so that it is not used to store and can no longer be used to handle, process or utilize nuclear material.
 - d. Closed-down facility or closed-down location outside facilities means an installation or location on a covered site where operations have been stopped and the nuclear material removed but which has not been decommissioned.
 - e. High enriched uranium means uranium containing 20 percent or more of the isotope uranium-235.
 - f. Location-specific environmental sampling means the collection of environmental samples (e.g., air, water, vegetation, soil, smears), and in the immediate vicinity of, a location specified by the Agency on a covered site for the purpose of assisting the Agency to draw conclusions about the absence of undeclared nuclear material or nuclear activities at the specified location.
 - g. Nuclear material means any source or any special fissionable material as defined in Article XX of the Statute. The term source material shall not be interpreted as applying to ore or ore residue. Any determination by the Board under Article XX of the Statute of the Agency after the entry into force of this Agreement which adds to the materials considered to be source material or special fissionable material shall have effect under this Agreement only upon acceptance by Saudi Arabia.
 - h. Facility means:
 - (i) A conversion plant, an enrichment plant, a fabrication plant, a reprocessing plant, or a separate storage installation on a covered site, or
 - (ii) Any location on a covered site where nuclear material in amounts greater than one effective kilogram is customarily used.
 - i. Location outside facilities means any installation or location on a covered site, which is not a facility, where nuclear material is customarily used in amounts of one effective kilogram or less.

- j. Nuclear Cooperation Agreement means the Agreement between the Government of the United States of America and the Government of the Kingdom of Saudi Arabia Concerning Peaceful Uses of Nuclear Energy, done at Washington on July 20 2026 and Riyadh on 22 July 2026 as may be amended, or superseded by a new agreement for cooperation.

Signed at Washington on July 20 2026 and at Riyadh on 22 July 2026 in two originals in the English and Arabic languages, both texts being equally authentic.

For the Government of
The United States of America



Chris Wright
Secretary of Energy

For the Government of
The Kingdom of Saudi Arabia



Abdulaziz Bin Salman Bin Abdulaziz
Minister of Energy

ANNEX I

LIST OF ACTIVITIES REFERRED TO IN ARTICLE 3.a.v OF THE
AGREEMENT

- (i) The manufacture of centrifuge rotor tubes or the assembly of gas centrifuges.
Centrifuge rotor tubes means thin-walled cylinders as described in the document referred to in Annex II.
Gas centrifuges means centrifuges as described in the Introductory Note in the document referred to in Annex II.
- (ii) The manufacture of diffusion barriers.
Diffusion barriers means thin, porous filters as described in the document referred to in Annex II.
- (iii) The manufacture or assembly of laser-based systems.
Laser-based systems means systems incorporating those items as described in the document referred to in Annex II.
- (iv) The manufacture or assembly of electromagnetic isotope separators.
Electromagnetic isotope separators means those items referred to in the relevant entry of Annex II containing ion sources as described in the document referred to in Annex II.
- (v) The manufacture or assembly of columns or extraction equipment.
Columns or extraction equipment means those items as described in the relevant entries of Annex II.
- (vi) The manufacture of aerodynamic separation nozzles or vortex tubes.
Aerodynamic separation nozzles or vortex tubes means separation nozzles and vortex tubes as described in the document referred to in Annex II.
- (vii) The manufacture or assembly of uranium plasma generation systems.
Uranium plasma generation systems means systems for the generation of uranium plasma as described in the document referred to in Annex II.
- (viii) The manufacture of flasks for irradiated fuel.
A flask for irradiated fuel means a vessel for the transportation and/or storage of irradiated fuel which provides chemical, thermal and radiological protection, and dissipates decay heat during handling, transportation and storage.
- (ix) The manufacture of criticality safe tanks and vessels.
Criticality safe tanks and vessels means those items as described in the document referred to in Annex II.
- (x) The manufacture of irradiated fuel element chopping machines.

Irradiated fuel element chopping machines means equipment as described in the document referred to in Annex II.

(xi) The construction of hot cells.

Hot cells means a cell or interconnected cells totalling at least 6 m³ in volume with shielding equal to or greater than the equivalent of 0.5 m of concrete, with a density of 3.2 g/cm³ or greater, outfitted with equipment for remote operations.

ANNEX II

Items included in the relevant sections of INFCIRC/254/Rev.14/Part 1,
consistent with the scope of this Agreement.

THE WHITE HOUSE

WASHINGTON

July 16, 2026

Presidential Determination
No. 2026-18

MEMORANDUM FOR THE SECRETARY OF STATE
THE SECRETARY OF ENERGY

SUBJECT: Presidential Determination on the Proposed
Agreement for Cooperation Between the Government
of the United States of America and the
Government of the Kingdom of Saudi Arabia
Concerning Peaceful Uses of Nuclear Energy

I have considered the proposed Agreement for Cooperation Between the Government of the United States of America and the Government of the Kingdom of Saudi Arabia Concerning Peaceful Uses of Nuclear Energy (the "proposed Agreement"), which will be concluded with the two related side letters and the associated Agreement Between the Government of the United States of America and the Government of the Kingdom of Saudi Arabia for the Application of Additional Safeguards and Verification Measures to the United States-Saudi Arabia Agreement for Cooperation Concerning Peaceful Uses of Nuclear Energy, along with the views, recommendations, and statements of the interested departments and agencies.

I have determined that the performance of the proposed Agreement will promote, and will not constitute an unreasonable risk to, the common defense and security. Pursuant to subsection 123 b. of the Atomic Energy Act of 1954, as amended (42 U.S.C. 2153(b)), I hereby approve the proposed Agreement and authorize the Secretary of State to arrange for its execution.

The Secretary of State is authorized and directed to publish this determination in the *Federal Register*.



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NUCLEAR PROLIFERATION ASSESSMENT STATEMENT

**Pursuant to Subsection 123(a) of the Atomic Energy Act of 1954,
as Amended,
with Respect to the Proposed Agreement for Cooperation Between the
Government of the United States of America and the Government of the
Kingdom of Saudi Arabia Concerning Peaceful Uses of Nuclear Energy**

I. INTRODUCTION

This Nuclear Proliferation Assessment Statement (NPAS) pertains to the proposed Agreement for Cooperation Between the Government of the United States of America and the Government of the Kingdom of Saudi Arabia Concerning Peaceful Uses of Nuclear Energy (the "proposed Agreement"). The Secretary of State and the Secretary of Energy are jointly submitting the proposed Agreement to the President for his approval and authorization for signature. The Chairman of the Nuclear Regulatory Commission (NRC) will separately submit to the President, on behalf of the Commission, the NRC's views on the proposed Agreement. Subsequent to the President's approval and authorization, the proposed Agreement would be signed. Following completion of the Congressional review period for the United States and any domestic procedures for Saudi Arabia, an exchange of notes would bring the proposed Agreement into force.

Subsection 123(a) of the Atomic Energy Act of 1954, as amended (the Act), provides that an NPAS be submitted by the Secretary of State to the President for each agreement for cooperation concluded pursuant to that section. Pursuant to subsection 123(a), the NPAS must analyze the consistency of the text of the proposed Agreement with all the requirements of the Act, with specific attention to whether the proposed Agreement is consistent with each of the criteria set forth in that subsection. The NPAS must also address the adequacy of the safeguards and other control mechanisms and the peaceful use assurances contained in the proposed Agreement to ensure that any assistance furnished thereunder will not be used to further any military or nuclear explosive purpose. This NPAS is accompanied by a classified annex and addendum prepared in consultation with the Director of National Intelligence, summarizing relevant classified information. On November 24, the President submitted a report to the relevant Congressional committees, which, following a period of 90 days, waived the limitation contained in subsection 1264(b) of the National Defense Authorization Act for Fiscal Year 2020 with regards to this NPAS.

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With this statutory mandate in mind, this NPAS: (a) briefly describes the strategic context for U.S.-Saudi civil nuclear cooperation (Part II); (b) provides background information on Saudi Arabia's civil nuclear program, nonproliferation policies, and cooperation with the United States and other supplier countries (Part III); (c) describes the nature and scope of the cooperation contemplated in the proposed Agreement (Part IV); (d) reviews the applicable substantive requirements of the Act and the Nuclear Non-Proliferation Act of 1978 (NNPA) and details how they are met by the proposed Agreement (Part V); and (e) addresses the adequacy of the safeguards and other control mechanisms and the peaceful use assurances contained in the proposed Agreement and sets forth the net assessment and conclusions of the Department of State as contemplated by subsection 123(a) of the Act (Part VI).

II. STRATEGIC CONTEXT FOR CIVIL NUCLEAR COOPERATION WITH THE KINGDOM OF SAUDI ARABIA

For more than 80 years, Saudi Arabia and the United States have enjoyed an unprecedentedly successful strategic energy and defense partnership that has yielded significant commercial and strategic benefits for both the Kingdom and the United States, while also improving regional security and enhancing the stability of global energy markets. Over the past two decades, multiple successive U.S. administrations have explored prospects for broadening the strategic energy partnership to include cooperation on nuclear energy for peaceful purposes, cognizant of the unique potential for such cooperation to enhance bilateral commercial and energy cooperation for decades to come. To this end, in 2010 the United States and Saudi Arabia launched negotiations on a 123 agreement. From the start, Saudi officials expressed a preference for pursuing nuclear energy in close cooperation with the United States and American companies, though other suppliers – including adversarial actors like Russia and China – have also been actively courting Saudi Arabia with offers to deepen cooperation on nuclear energy and the nuclear fuel cycle.

Following more than a decade of on-again, off-again negotiations – and with the Kingdom on the verge of embarking on an extremely ambitious nuclear energy program without a legal framework in place to facilitate significant nuclear cooperation with American companies – during President Trump's historic visit to Riyadh in May 2025, the United States and the Kingdom made a mutual commitment, contained in the Strategic Economic Partnership, to finally conclude negotiations on a peaceful nuclear cooperation agreement. Six months later, on

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November 18, 2025, Secretary of Energy Chris Wright and Saudi Energy Minister Abdulaziz bin Salman signed a Joint Declaration marking the completion of negotiations on a 123 Agreement between the United States and the Kingdom of Saudi Arabia.

The proposed Agreement would establish a comprehensive legal framework for a decades-long nuclear energy partnership with the Kingdom of Saudi Arabia across the nuclear supply chain. In addition to meeting all of the statutory requirements of section 123 of the Act – the proposed Agreement, as further discussed below, contains a carefully balanced set of unique provisions designed to advance U.S. national security, nonproliferation, and commercial interests, while addressing key Saudi sovereignty concerns. Cumulatively, these provisions are designed to: enhance commercial and energy cooperation by ensuring that the United States and American nuclear energy companies are Saudi Arabia’s partner of choice; advance strong nuclear nonproliferation, safety, and security standards regionally and globally; and advance U.S. national security by minimizing the prospect of Saudi Arabia establishing multi-decade nuclear energy or fuel cycle partnerships with adversarial suppliers, including Russia and China.

Throughout negotiations, nuclear nonproliferation was a core consideration in crafting the proposed Agreement. As discussed below, concurrent with the negotiation of this agreement, the United States and Saudi Arabia also negotiated a draft Bilateral Safeguards Agreement (BSA) that provides for the application of additional safeguards and verification measures to certain cooperation under the 123 Agreement, which would be implemented by the International Atomic Energy Agency (IAEA). The safeguards and other nonproliferation provisions contained in the proposed Agreement and the BSA would provide enhanced assurances that nuclear material, equipment, components, and technology supplied pursuant to the proposed Agreement will not contribute to nuclear weapons proliferation.

III. CIVIL NUCLEAR PROGRAM AND NONPROLIFERATION POLICIES OF THE KINGDOM OF SAUDI ARABIA

A. History of the Saudi Civil Nuclear Program

While Saudi Arabia has limited technical expertise and experience relevant to operating a nuclear power program, it has pursued small-scale peaceful nuclear-related scientific research since at least the 1980s. Over the past two decades, Saudi Arabia has publicly outlined ambitious nuclear energy plans and has taken a number of practical steps to put the necessary legal, regulatory, and organizational

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infrastructure in place to support a safe, secure, and peaceful nuclear power program. Saudi senior officials have cited a number of factors as motivating the Saudi Government to explore nuclear energy, including: rapidly increasing energy demands due to the Kingdom's growing population; anticipated load growth as a result of increased electricity demands from data centers to power artificial intelligence; energy demands associated with desalination; the need for process heat for industrial applications; and economic incentives to diversify energy generation and prevent domestic consumption from cutting into the Kingdom's oil export volume and earnings. Saudi statements in this regard are consistent with its long-term goal of localizing all aspects of its domestic energy production, expanding skilled employment for Saudi nationals, and maximizing the commercial value of its natural resources.

The Kingdom first embarked on peaceful nuclear research in the 1980s at the Saudi Arabian National Center for Science and Technology (SANCST), which was established in 1977. SANCST was later renamed the King Abdulaziz City for Science and Technology (KACST). KACST remains a national leader in nuclear and other scientific research and hosts the Kingdom's first research reactor (further discussed below), which is currently under construction. The Kingdom took its first steps toward a nuclear power program in 2006, when, in coordination with the IAEA and other members of the Gulf Cooperation Council (GCC), it embarked on a feasibility study to explore the potential for nuclear power in the region. The Saudi Government subsequently publicly announced its intention to pursue a national nuclear power program in August 2009.

On April 17, 2010, the Saudi Government issued a royal decree calling for the development of nuclear and renewable energy as a means of generating electricity, supporting much-needed water desalination efforts, and decreasing the Kingdom's dependence on fossil fuels. The decree established the King Abdullah City for Atomic and Renewable Energy (K.A.CARE) to oversee nuclear and renewable energy programs, with the goal of making both an "integral part of the national sustainable energy mix." In June 2011, K.A.CARE announced an ambitious national energy plan that called for the construction of 16 nuclear reactors to generate approximately 17.6 gigawatts of electricity. While this ambitious plan was never fully approved by the Saudi Government or implemented, Saudi Arabia has since announced more achievable, near-term civil nuclear energy goals.

In 2016, the Crown Prince Mohammad bin Salman launched the "Vision 2030" initiative and the National Transformation Plan, which sought to diversify

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the Saudi economy and reduce its reliance on oil. In July 2017, in order to advance these goals the Council of Ministers approved a new “Saudi National Atomic Energy Plan” (SNAEP) that called for the construction of two large light water reactors capable of generating approximately 2.8 gigawatts of electricity, investment in small modular reactor (SMR) technology for industrial and desalination applications, and exploration of options for developing nuclear fuel cycle capabilities to fully utilize Saudi Arabia’s domestic uranium reserves – all to be underpinned by the establishment of a robust nuclear regulatory infrastructure. The SNAEP envisioned nuclear energy as an important tool for reducing domestic consumption of fossil fuels for electricity generation and desalination, diversifying Saudi Arabia’s economy and energy mix, creating jobs, developing human capacity and expertise, and enhancing opportunities for local industry.

In December 2017, K.A.CARE initiated a competitive dialogue process for accepting tender bids for the construction of two large nuclear power reactors, as called for under SNAEP, with an estimated commercial value at the time of \$11 billion. Rosatom, Korea Electric Power Corporation (KEPCO), China National Nuclear Corporation (CNNC), Électricité de France (EDF), and Westinghouse Electric Company (WEC) all participated in the Request for Information in the lead-up to the formal tender process. Saudi Arabia planned to launch a formal tender process, select vendors, and award the final contract by the end of 2018 with the aim of beginning construction in 2019 and commissioning the reactors in 2027. Because the United States did not have a 123 agreement with the Kingdom of Saudi Arabia Westinghouse was limited by the Kingdom of Saudi Arabia in competing in the tender process. As a result, the Saudi Government has repeatedly extended the timeline for completing the tender process to allow for the United States and Saudi Arabia to enter into an 123 agreement and has encouraged Westinghouse participation, while remaining committed to its completion and to selecting a vendor to build the Kingdom’s first nuclear power plant.

More recently, the Kingdom has taken a number of key regulatory and organizational steps to prepare for establishing a nuclear power program, consistent with the IAEA’s Milestones Approach. In March 2018, the Saudi Council of Ministers issued a royal decree establishing an independent nuclear regulator – the Nuclear and Radiological Regulatory Commission (NRRC) – responsible for developing and implementing domestic regulations related to nuclear safety, security, and safeguards in the Kingdom, as well as implementing the Kingdom’s international obligations related to safeguards implementation.

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In July 2018, Saudi Arabia hosted an IAEA Integrated Nuclear Infrastructure Review (INIR) Mission to evaluate the status of its national infrastructure for nuclear energy compared to international norms and best practices and developed an action plan based on the findings and recommendations of the INIR report. The Kingdom subsequently hosted IAEA workshops, including in 2022 and 2025, to further develop its nuclear regulatory infrastructure. Saudi Arabia also participated in the pilot phase of the IAEA's Comprehensive Capacity-Building Initiative for State Systems of Accounting for and Control of nuclear materials and state authorities (known as COMPASS) between 2020-2023.

In February 2022, Saudi Arabia established the Saudi Nuclear Energy Holding Company (SNEHC) with responsibility for developing civil nuclear energy projects in the Kingdom. This was followed shortly after by the establishment of the Duwaiheen Nuclear Energy Company, a subsidiary of SNEHC responsible for developing the Kingdom's first nuclear power plant – targeting 2.8GW – at Khor Duwaiheen on the coast near Saudi Arabia's border with the UAE and Qatar. In May 2022, the Duwaiheen Nuclear Energy Company submitted a site license application to NRRC for the Duwaiheen site, which was granted in March 2023.

In May 2025, the Kingdom signaled its commitment to long-term collaboration with the United States across all phases of the civil nuclear fuel cycle, including a written desire to work with U.S. technology providers as part of a Memorandum of Understanding "MOU", signed by the United States Secretary of Energy and the Minister of Energy of Saudi Arabia.

B. Nuclear Science and Technology Base

Saudi Arabia does not currently operate any nuclear reactors and possesses a limited nuclear technology base. Nonetheless, the Kingdom has been working closely with the IAEA and a broad spectrum of international partners over the past decade to develop the technical expertise and regulatory infrastructure to operate a nuclear power program.

Since its inception in 2010, K.A.CARE has been Saudi Arabia's primary institute responsible for nuclear research and development, international nuclear partnerships, technological development, and workforce development. Under the broader auspices of the Ministry of Energy, K.A.CARE has a key role in implementing the SNAEP and operates a broad array of programs encompassing innovative nuclear reactor technology; radioisotopes and radiation technology;

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safety, safeguards, and security systems analysis; radioactive waste management; radiation protection and modeling; nuclear fuel management research; and environmental monitoring and protection.

KACST houses the Atomic Energy Research Institute (AERI), focused on “industrial applications of radiation and radioactive isotopes, nuclear power and reactors, nuclear materials, and radiation protection.” Its Nuclear Science and Applied Physics department has projects related to designing compact electron linear accelerators, manufacturing accelerators for use in the medical field, manufacturing and constructing a research reactor, and producing medical isotopes. Additionally, KASCT oversees the Nuclear Sciences Research Institute (also known as the Nuclear Research Institute), which houses five discrete facilities, including the Nuclear Regulatory Unit and the national centers for accelerators, applied-radiation, irradiation, and nuclear technologies.

KACST is working with Argentinian nuclear exporter Investigacion Aplicada (INVAP) to build and operate the Kingdom’s first low-power research reactor – a 30-kilowatt, open-pool type, light-water reactor – at KACST’s campus in Riyadh. The reactor will be owned and operated by KACST, in cooperation with K.A.CARE and will be used for nuclear science-related research and training. As of October 2025, the reactor was not yet operating.

Other institutes conducting nuclear research in Saudi Arabia include the King Saud University (KSU) Sustainable Energy Technologies Center (SETC). The SETC Nuclear Energy Group researches nuclear reactor safety in a computational simulation laboratory, nonproliferation, desalination, and nuclear safeguards. Among other projects, it is developing safety systems for the Korean-designed System-integrated Modular Advanced Reactor (SMART) – further described below – and using laser-induced breakdown spectroscopy to evaluate nuclear materials. The King Faisal Specialist Hospital and Research Center in Riyadh (also known as King Faisal Research Center) operates three cyclotrons to produce medical isotopes, while the Department of Nuclear Engineering at King Abdulaziz University in Jeddah focuses on “nuclear power, radiation safety, and radioisotope applications in medicine and industry.” The Nuclear Physics Research Group at the King Fahd University of Petroleum and Minerals in Dhahran engages in applied nuclear physics-related research.

C. Nuclear Fuel Cycle Plans

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Saudi Arabia does not currently possess any significant nuclear fuel cycle capabilities and will depend on the international market for nuclear fuel services for the near-term. However, developing an indigenous nuclear fuel cycle is a key long-term goal of the SNAEP. Saudi leadership – including Energy Minister Abdulaziz bin Salman – have publicly confirmed plans to explore the economic viability of a self-sufficient nuclear fuel cycle capable of producing low enriched uranium fuel for use in reactors in the Kingdom and for export, using uranium extracted from the Kingdom’s domestic reserves. In January 2025, Saudi Energy Minister Abdulaziz bin Salman indicated in public remarks that the Kingdom “will enrich [uranium] and we will sell it and we will do a yellowcake.” Saudi statements in this regard are consistent with its long-term goal of localizing all aspects of its domestic energy production and maximizing the commercial value of its natural resources.

To this end, the Saudi Geological Survey has conducted surveys of the northern Al Hail Province for uranium and thorium deposits. In 2017, Saudi Arabia and the China National Nuclear Corporation (CNNC) signed MOUs to explore Saudi Arabia’s uranium reserves and to pursue uranium extraction from seawater. Saudi Arabia is also working with Jordan on a uranium exploration and mining project. According to the IAEA Integrated Nuclear Fuel Cycle Information Systems (INFCIS), Saudi Arabia has five uranium deposit sites, two of which do not contain significant amounts of uranium. As of 2010, the INFCIS designates Ghurayyah – an intrusive-type site in the northwest corner of Saudi Arabia containing an estimate of 25,001 to 50,000 tU – as the only active site. The dormant phosphate-type site Al Jalameed also has an estimated 25,001 to 50,000 tU, while the dormant intrusive-type site Jabal Sayid has an estimated 2,501 to 5,000 tU. In 2024, K.A.CARE partnered with the Jordan Atomic Energy Commission (JAEC) and Jordan Uranium Mining Company (JUMCO) to train 13 Saudi specialists in uranium exploration and yellowcake production.

Notwithstanding its stated interest in the front end of the nuclear fuel cycle and its inferred uranium reserves, Saudi Arabia has not publicly announced any specific projects related to commercial-scale uranium mining or milling, uranium conversion, or enrichment. Saudi officials strongly and publicly denied press reports in 2020 alleging Saudi cooperation with China on the construction of a production facility for extracting yellowcake from uranium ore near al Ula in northwest Saudi Arabia, though the Kingdom has publicly acknowledged past work with China on uranium exploration. The Saudi Government declined to comment publicly on separate press reports alleging an “undeclared nuclear site” near the town of al Uyaynah in central Riyadh.

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As a relative newcomer to nuclear energy, Saudi Arabia is still in the process of developing its plans for the management and disposition of spent nuclear reactor fuel, and Saudi officials have directly conveyed the importance of retaining the prerogative to explore the full nuclear fuel cycle.

D. Non-Proliferation Policies

Saudi Arabia has expressed a strong commitment to nonproliferation and has acceded to or brought into force most of the major nonproliferation-related treaties and instruments. Saudi Arabia signed and ratified the NPT as a non-nuclear-weapon State Party in 1988 and has had a Comprehensive Safeguards Agreement (CSA) in force with the International Atomic Energy Agency (IAEA) since 2009 (INFCIRC/746). For 15 years, in light of the small quantity of nuclear material in the Kingdom, Saudi Arabia had in force an unmodified Small Quantities Protocol (SQP) to its CSA, which prevented the IAEA from conducting verification activities in the Kingdom. In September 2024, Saudi Energy Minister Abdulaziz bin Salman publicly announced that the Kingdom submitted a request to the IAEA in July 2024 to rescind its outdated SQP in anticipation of receiving an initial fuel load for its small, Argentine-supplied research reactor at KACST.

In the 2024 Safeguards Implementation Report (published in summer 2025), the IAEA confirmed that Saudi Arabia no longer had an SQP in force. Saudi Arabia has not signed or brought into force an Additional Protocol (AP) to its CSA, which if entered into force would give the IAEA additional confidence in the absence of undeclared nuclear material or nuclear activities in the Kingdom. As further discussed below, Saudi Arabia has agreed to bring into force a Bilateral Safeguards Agreement (BSA), with the involvement of the IAEA, for the application of additional safeguards and verification measures to the most proliferation-sensitive areas of potential bilateral cooperation under the proposed Agreement.

While Saudi Crown Prince Mohammad bin Salman has in the past made concerning public statements indicating that, if Iran were to develop a nuclear weapon, the Kingdom would quickly follow suit, the Kingdom has repeatedly reaffirmed its commitment to the peaceful uses of nuclear energy, the nuclear nonproliferation regime, and the NPT. As discussed below, the proposed Agreement contains strong nonproliferation terms intended to provide enhanced assurances that all cooperation under the proposed Agreement will be exclusively peaceful in nature and to ensure that the United States and American companies

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will be Saudi Arabia's nuclear energy partner of choice. As part of negotiations related to the proposed Agreement, KSA has conceded to partnering with the United States to bring into force a Bilateral Safeguards Agreement to be implemented with the IAEA for the application of additional safeguards and verification measures. Expanded, direct bilateral safeguards measures are an additional benefit of the contemplated 123 Agreement, beyond the commercial opportunities made available for United States content. Moreover, the proposed Agreement and Bilateral Safeguards Agreement to be implemented with the IAEA include measures that provide added confidence against the possible diversion of material for a nuclear explosive device.

Saudi Arabia is also a party to other major arms control and nonproliferation treaties, including: the Biological Weapons Convention (ratified in 1972), the Chemical Weapons Convention (ratified in 1996), the Convention on the Physical Protection of Nuclear Material (acceded in 2009) and its amendment (accepted in 2011), the International Convention on the Suppression of Acts of Nuclear Terrorism (ratified in 2007), the Convention on Nuclear Safety (acceded in 2010), and the Joint Convention on the Safety of Spent Fuel Management and on the Safety of Radioactive Waste Management (acceded in 2011).

Saudi Arabia's engagement on nonproliferation and nuclear security has also included participation in the currently-paused Global Initiative to Combat Nuclear Terrorism (GICNT); participation in the Global Forum to Prevent Radiological/Nuclear Terrorism (Global FTPRNT); endorsement of the Proliferation Security Initiative (2008); and attendance at all four Nuclear Security Summits (NSS) between 2010 and 2016. Throughout the NSS process, Saudi Arabia fulfilled a number of commitments related to regional nuclear security concerns, including hosting a 2014 nuclear safeguards and security workshop and a 2015 conference with Yemen to discuss nuclear security and border control.

The Kingdom also partnered with the United Nations Interregional Crime and Justice Research Institute (UNICRI) to host a workshop focused on nuclear material security risks. At the 2016 NSS, Saudi Arabia pledged \$10 million to the IAEA to establish a center for countering nuclear terrorism, which subsequently evolved into the IAEA Nuclear Security Training and Demonstration Center, which opened in Seibersdorf, Austria, in October 2023. Saudi Arabia has since deposited an initial \$2 million tranche with the IAEA to establish an IAEA Support Center for Major Nuclear Incidents, also to be located at the IAEA laboratory in Seibersdorf. Saudi Arabia is also a member and active participant in the European

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Union Centers of Excellence on Chemical, Biological, Radiological, and Nuclear Risk Mitigation.

E. Cooperation with the United States

From the very beginning of exploring the potential for civil nuclear energy in the Kingdom, Saudi Arabia has sought to pursue its efforts in close cooperation with the United States. On May 16, 2008, the United States and Saudi Arabia signed an MOU Concerning Cooperation in Nuclear Energy and Other Energy Fields, which outlined potential areas of cooperation in supporting Saudi Arabia's civil nuclear aspirations. In March 2015, K.A.CARE and the Department of Energy (DOE) concluded an MOU for Cooperation on Renewable Energy and Nuclear Energy as a mechanism to facilitate sharing of technical advice, skills, and expertise.

Saudi Arabia has also partnered with the United States, over many years, on a range of efforts pertaining to nuclear security and nonproliferation. For example, the Department of State's Export Control and Related Border Security Program (EXBS) has been engaged in Saudi Arabia since 2015. Saudi officials have participated in EXBS training on customs enforcement training to identify and control WMD materials and dual-use technologies. Saudi officials have also participated in regional workshops and working groups co-hosted by the United States and European Union on countering nuclear smuggling and nuclear forensics, as well as regional events on export controls related to sensitive defense and dual-use commodities. DOE, the Department of Commerce (DOC), and State, including EXBS, continue to explore engagements with Riyadh to discuss opportunities for technical cooperation on technology protection.

The Department of State's Foundational Infrastructure for Responsible Use of Small Modular Reactor Technology (FIRST) program works with Saudi Arabia through the GCC Secretariat on a cost-shared basis to support the country's readiness to deploy U.S. vendors' SMR and other advanced nuclear technology under the highest, U.S.-aligned nuclear safety, security, and nonproliferation standards.

The National Nuclear Security Administration's (NNSA's) International Nuclear Safeguards Engagement Program (INSEP) initially visited KACST and K.A.CARE in December 2010. At that time, Saudi interlocutors were positive about establishing bilateral cooperation with NNSA, though no such ongoing cooperation developed despite NNSA's continuing efforts. Since 2017, Saudi

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officials have periodically participated in NNSA's regional and multilateral workshops related to IAEA safeguards implementation. While NNSA held bilateral virtual meetings with NRRC in 2022 and again in 2023 to discuss a potential partnership on IAEA safeguards, these discussions have not yet resulted in sustained cooperation.

DOE has remained deeply engaged with K.A.CARE as it develops its nuclear energy plans. In February 2012, DOE's Office of Nuclear Energy delivered presentations on SMRs to K.A.CARE on the margins of the DOE-led Advanced Research Projects Agency-Energy (ARPA-E) Innovation Summit as K.A.CARE expressed interest in innovative nuclear energy technologies, including SMRs and advanced computing and simulation capabilities. In July 2012, representatives from K.A.CARE visited DOE headquarters to learn about DOE's process for creating and implementing nuclear policies and future trends in the nuclear energy sector.

On the margins of a U.S.-Saudi Commercial Civil Nuclear Energy Roundtable in December 2017, DOE and DOC concluded a Civil Nuclear Energy Action Plan with K.A.CARE, which outlines potential cooperative activities in the areas of nuclear infrastructure, human capacity building, liability under Convention of Supplementary Compensation for Nuclear Damages, and other commercial opportunities, as well as a Commercial Civil Nuclear Engagement Road Map of U.S. commercial products and services, including SMRs and advanced deployment, human resource development, and other supply chain capabilities.

On December 14, 2018, NNSA notified WEC that the Secretary of Energy approved, with the concurrence of the Department of State, their request for specific authorization under 10 CFR Part 810 ("Part 810") to transfer AP1000 nuclear reactor technology to Saudi Arabia. The authorization allowed WEC to respond to requests for information. KSA has agreed to extend the bid deadline, multiple times, covering numerous years, to enable a WEC bid to compete for the contract for Saudi Arabia's first nuclear power plant.

F. Cooperation with Other Countries and Organizations

Saudi Arabia has signed bilateral nuclear cooperation-related agreements or memoranda of understanding with Argentina, China, Egypt, Finland, France, Hungary, Jordan, Kazakhstan, the Republic of Korea, and Russia, and has reportedly conducted negotiations on agreements with Japan, the United Kingdom, Spain, Canada, South Africa, Brazil, Turkey, the Czech Republic, and the United

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Arab Emirates. Recognizing the need for a well-trained domestic workforce, K.A.CARE has established joint training programs with a number of these partners, including South Korea, Argentina, and France. Saudi Arabia has also signed a variety of other agreements or MOUs aimed at enhancing cooperation in a variety of areas, including the nuclear fuel cycle (Kazakhstan), research reactor construction (Hungary), infrastructure safety (Finland), and radioactive waste management (France).

Argentina

In 2015, INVAP created a joint venture company with Saudi Government-owned investment firm Taqnia, called Invania, to develop technology to use SMRs, including the CAREM prototype design, for desalination purposes. INVAP is also working with KACST to build and operate the low-power research reactor discussed above.

China

In 2017, K.A.CARE initiated a feasibility study with the China Nuclear Engineering Corporation on the construction of a high-temperature gas-cooled reactor – a pebble-bed-type reactor with a capacity of 500 MW thermal and 211 megawatts electric – in the Kingdom. As discussed above, Saudi Arabia and China have also collaborated to explore Saudi Arabia's uranium reserves and to pursue uranium extraction from seawater.

Jordan

In March 2017, Saudi Arabia and Jordan signed an agreement aimed at jointly developing technology and expertise related to uranium exploration and mining, as well as SMRs.

Republic of Korea

In 2015, K.A.CARE signed an agreement with the Korean Atomic Energy Research Institute for joint ownership and promotion of the SMART reactor – a 330 MW thermal pressurized water reactor – and is currently conducting pre-project engineering studies for the construction of two SMART reactors in the Kingdom.

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K.A.CARE also signed cooperative arrangements with Russian nuclear supplier Rosatom in 2015 and 2017 providing for cooperation on the construction of small and medium-size reactors for power generation and desalination.

G. Nuclear Regulations and Statutes

As a key element of the SNAEP, Saudi Arabia is working to create a nuclear regulatory framework, in accordance with international obligations and consistent with international standards. On March 13, 2018, K.A.CARE officials announced the formation of the Nuclear and Radiological Regulatory Commission (NRRC), an independent regulatory authority, and expressed interest in participating in U.S. Nuclear Regulatory Commission (NRC) capacity-building workshops on a range of nuclear safety topics (e.g., probabilistic risk assessment, siting, and environmental reviews). Prior to the establishment of the NRRC, K.A.CARE worked closely with the Finnish Radiation and Nuclear Safety Authority dating back to 2014 to develop and implement a regulatory framework and regulatory authority for Saudi Arabia. In 2018, Saudi Arabia enacted by Royal Decree the “Law of Nuclear and Radiological Control”, as well as the Statute of the NRRC.

The NRC has been discussing opportunities for safety-related regulatory cooperation with K.A.CARE since 2012. In September 2022, the NRC and NRRC signed a “Memorandum of Understanding between the United States Nuclear Regulatory Commission and the Nuclear and Radiological Regulatory Commission of the Kingdom of Saudi Arabia for the Exchange of Technical Information and Cooperation in Nuclear Safety Matters.” This regulator-to-regulator MOU allows for the exchange of information and cooperation in nuclear safety matters, in anticipation of increased regulatory cooperation related to KSA’s nuclear power program. The MOU provides a mechanism for sharing operating experience and other regulatory information and would allow for the exchange of personnel for on-the-job training assignments.

In December 2017, the NRC’s Office of International Programs participated in a government-to-government nuclear energy roundtable to discuss cooperation with K.A.CARE with officials from the Department of State, DOE, and DOC. At the conclusion of the meeting, K.A.CARE and the NRC agreed to consider potential KSA participation in NRC capacity-building workshops.

H. Export Controls

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Saudi Arabia currently lacks comprehensive export control and dual-use regulations. Saudi Arabia does not participate in any of the multilateral export control regimes, including the Australia Group, the Missile Technology Control Regime, the Nuclear Suppliers Group, or the Wassenaar Arrangement.

IV. NATURE AND SCOPE OF THE COOPERATION CONTEMPLATED BY THE PROPOSED AGREEMENT

The proposed Agreement would establish a legal framework for a long-term nuclear energy partnership with the Kingdom of Saudi Arabia across the nuclear supply chain that advances U.S. commercial and strategic objectives, as well as Saudi energy goals, in a manner consistent with strong nonproliferation and nuclear security standards. The proposed Agreement provides a legal pathway for enabling the transfer of nuclear material, equipment, components, and information between the parties, while meeting all of the statutory requirements of both the Act and the NNPA, as outlined below. In addition to meeting the relevant statutory requirements, the proposed Agreement contains unique terms designed to concretely advance U.S. nonproliferation and commercial interests, while addressing Saudi Arabia's interest in maintaining a competitive commercial tender and procurement process, as well as Saudi sovereignty concerns.

While most of the proposed Agreement addresses conditions on cooperation required by the Act (Articles 5, 6, 7, 8, 9, 10, 11) or additional terms and conditions relevant to implementation of the proposed Agreement (Articles 12, 13, 14, 15, 16, and the Agreed Minute) that are typical of U.S. 123 Agreements, the proposed Agreement contains some unique terms germane to the scope of cooperation in Articles 2, 3, 4, 6, 7, and 10. In an effort to memorialize the unique relationship between the United States and the Kingdom of Saudi Arabia to establish a peaceful, commercial partnership across the full civil nuclear fuel cycle, Article 2 outlines the scope of cooperation envisioned under the proposed Agreement, indicating the United States and Saudi Arabia's intention "to work together to develop local infrastructure and capacity in the Kingdom of Saudi Arabia for peaceful uses of nuclear energy in a manner that takes full advantage of existing resources in the Kingdom of Saudi Arabia." In an unprecedented commercial provision unique to the proposed Agreement, in Article 2, Paragraph 3, Saudi Arabia agrees to partner with "Qualified Suppliers for nuclear power reactors, nuclear reactor fuel, and all other aspects of the nuclear fuel cycle."

The proposed Agreement defines "Qualified Supplier" as an entity agreed in writing by the United States and Saudi Arabia or an entity that meets certain

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characteristics, including possession of a United States-approved NRC facility license or authorization or funding from the DOE to operate a nuclear facility.

Articles 3 and 4 outline provisions for the transfer of nuclear information, material, equipment, and components under the proposed Agreement, including for use in reactors, reactor experiments, medicine, agriculture, industry, and other peaceful applications. Paragraph 2 of Article 3 provides for the transfer of Sensitive Nuclear Technology (SNT) for the limited purpose of supporting a Joint Enrichment and Conversion Study (further described below) or upon written agreement of the parties, which would include additional conditions and obligations related to any transferred SNT. Paragraph 3 of Article 3 prohibits the transfer of Restricted Data and Classified Information under the proposed Agreement. Paragraph 1 of Article 4 stipulates that sensitive nuclear facilities and major critical components may be transferred subject to the agreement if the Parties agree in writing.

Articles 6 and 7 of the proposed Agreement contain provisions relevant to enrichment and reprocessing of material subject to the proposed Agreement. Article 6 stipulates that U.S.-obligated material subject to the proposed Agreement shall not be reprocessed or otherwise altered in form or content unless the Parties agree in writing. Paragraph 2 of Article 7 similarly provides that any enrichment of U.S.-obligated material requires the Parties to agree in writing. However, Article 7 establishes a potential future pathway to cooperation on uranium enrichment in the United States and Saudi Arabia. Potential cooperation in uranium enrichment is subject to future U.S. approvals under the proposed Agreement and does not obligate the United States to authorize any technology transfers or build or operate any fuel cycle facilities in the Kingdom.

Article 7, Paragraph 2 further requires the completion of a "Joint Enrichment and Conversion Study" prior to any agreement that would permit the enrichment of obligated material. Paragraph 3 of Article 7 describes the modalities and timelines associated with the study. This study would consider how enrichment and conversion cooperation would serve the national interests of both parties and "ensure that the deployment of such technologies will not result in a significant increase of the risk of proliferation and can be effectively safeguarded by the IAEA." Upon completion of the study, the parties would consult on the potential transfer of sensitive nuclear facilities or technologies and the domestic processes required to authorize such transfers. As provided in Articles 2 and 3, the transfer of sensitive nuclear facilities or sensitive nuclear technologies would

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require further agreement between the parties that includes written conditions necessary to ensure such transfers are in accordance with the Act.

Consistent with the United States and Saudi Arabia's mutual commitment to strong nonproliferation standards, the proposed Agreement requires that – in addition to implementing Saudi Arabia's existing safeguards obligations under its CSA – both parties bring into force a Bilateral Safeguards Agreement (BSA), to be implemented with the IAEA, for the application of additional safeguards and verification measures to the most proliferation-sensitive areas of potential bilateral cooperation. The IAEA's participation in the BSA, when authorized by the IAEA Board of Governors, will provide the IAEA with the tools necessary – alongside Saudi Arabia's CSA – to verify no nuclear material or related equipment or technology transferred by the United States will be directed toward non-peaceful purposes with respect to the most sensitive elements of potential bilateral cooperation. Article 4, Paragraph 6 prohibits the transfer of any nuclear material, equipment, or components to the Kingdom until the BSA has entered into force – a provision repeated in Article 10, Paragraph 2. Article 7, Paragraph 4 requires the BSA be in force prior to the United States providing consent for enrichment or support for any enrichment facility in the Kingdom.

The proposed Agreement would have a duration of 30 years. It may be terminated at any time by either Party prior to the expiration of the 30 years by providing one year's written notice to the other Party. In the event of termination or expiration of the proposed Agreement, key nonproliferation conditions and controls would continue in effect as long as any nuclear material, equipment, or components subject to the proposed Agreement remain in the territory of the Party concerned or under its jurisdiction or control anywhere, or until such time as the Parties agree that such items are no longer usable for any nuclear activity relevant from the point of view of IAEA safeguards.

**V. REQUIREMENTS OF THE ATOMIC ENERGY ACT AND
NUCLEAR NONPROLIFERATION ACT**

A. Requirements of the Atomic Energy Act

The provisions of the proposed Agreement satisfy the applicable requirements of the Act. Subsection 123(a) of the Act sets forth nine specific requirements that must be met in most agreements for cooperation.

(1) Application in Perpetuity of Safeguards:

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Pursuant to subsection 123(a)(1) of the Act, the Kingdom of Saudi Arabia, as the “cooperating party,” must provide a guaranty:

that safeguards as set forth in the agreement for cooperation will be maintained with respect to all nuclear materials and equipment transferred pursuant [to the agreement], and with respect to all special nuclear material used in or produced through the use of such nuclear materials and equipment, so long as the material or equipment remains under the jurisdiction or control of [the Kingdom of Saudi Arabia], irrespective of the duration of other provisions in the agreement or whether the agreement is terminated or suspended for any reason.

The “safeguards as set forth in the agreement” are found in Article 10 of the proposed Agreement, and the guaranty that they will be maintained after the proposed Agreement’s termination or expiration or any cessation of cooperation is found in Article 16(3) of the proposed Agreement.

Article 10 stipulates that (a) cooperation under the proposed Agreement shall require the application of IAEA safeguards with respect to all nuclear activities within the territory, under the jurisdiction, or under the control of the Kingdom of Saudi Arabia; (b) nuclear material transferred to the Kingdom of Saudi Arabia pursuant to the proposed Agreement and any nuclear material used in or produced through the use of material, equipment, or components so transferred shall be subject to safeguards in accordance with the Agreement between the Kingdom of Saudi Arabia and the International Atomic Energy Agency for the Application of Safeguards in connection with the Treaty on the Non-proliferation of Nuclear Weapons, signed at Vienna June 16, 2005, which entered into force on January 13, 2009, (Saudi Arabia’s Comprehensive Safeguards Agreement) and a newly-negotiated Bilateral Safeguards Agreement wherein the Parties together request the IAEA to apply additional safeguards and verification measures. The Parties are to bring the Bilateral Safeguards Agreement into force prior to the transfer of any nuclear material, equipment, or components pursuant to the proposed Agreement. The safeguards and verification measures contemplated under the Bilateral Safeguards Agreement exceed those provided under the Comprehensive Safeguards Agreement and include provisions similar to aspects of the IAEA’s model Additional Protocol (“AP”) that would apply to aspects of Saudi Arabia’s nuclear program and, in particular, cooperation with the United States.

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Article 10 also stipulates that in the event that Saudi Arabia's Comprehensive Safeguards Agreement is not being applied, the Kingdom of Saudi Arabia is to immediately enter into arrangements with the IAEA or the United States to establish equivalent safeguards ("fallback" safeguards).

Both the primary safeguards requirements and the requirement to create fallback safeguards would, according to Article 16(3) of the proposed Agreement, continue in effect so long as any nuclear material, equipment, or components subject to the relevant articles of the proposed Agreement remain in the territory of the Kingdom of Saudi Arabia or under its jurisdiction or control anywhere, unless as provided in Article 4(8) in the case of nuclear material, the Parties agree, taking into account an IAEA determination, that such nuclear material is no longer usable for any nuclear activity relevant from the point of view of safeguards. These requirements would survive termination or expiration of the proposed Agreement or any cessation of cooperation under the proposed Agreement. This provision removes any ambiguity over whether the expiration of the proposed Agreement would have the effect of lifting the Kingdom of Saudi Arabia's safeguards obligations, including those additional obligations under the Bilateral Safeguards Agreement.

(2) "Full-scope" Safeguards:

Subsection 123(a)(2) of the Act requires, as a condition of continued U.S. nuclear supply under an agreement for cooperation, maintenance by the cooperating party – if, like the Kingdom of Saudi Arabia, it is a non-nuclear-weapon State Party to the NPT – of IAEA safeguards on all nuclear material in all peaceful nuclear activities in the state or under its jurisdiction or control anywhere.

Article 10(1) of the proposed Agreement satisfies this requirement. It provides that "[c]ooperation under this Agreement shall require the application of IAEA safeguards with respect to all nuclear activities within the territory of the Kingdom of Saudi Arabia, under its jurisdiction, or carried out under its control anywhere. Implementation of a safeguards agreement concluded pursuant to Article III(4) of the NPT shall be considered to fulfill this requirement."

(3) No Explosive or Military Use:

Subsection 123(a)(3) of the Act requires agreements to include a guaranty by the cooperating party (in this case, the Kingdom of Saudi Arabia) that no nuclear material, equipment, or sensitive nuclear technology transferred pursuant to the

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agreement for cooperation, and no special nuclear material produced through the use of such transferred items, will be used for any nuclear explosive device, for research on or development of any nuclear explosive device, or for any other military purpose.

Article 9 of the proposed Agreement satisfies this requirement. It provides that “[m]aterial, equipment, components, nuclear information and technology transferred pursuant to this Agreement and material used in or produced through the use of any material, equipment, components, nuclear information, or technology so transferred shall not be used for any nuclear explosive device, for research on or development of any nuclear explosive device, or for any military purpose.”

(4) Right of Return:

Subsection 123(a)(4) of the Act requires the proposed Agreement to provide that the United States has a right to require the return of any nuclear materials and equipment transferred pursuant to the proposed Agreement and any special nuclear material produced through the use of such transferred items in the event of a nuclear detonation by the cooperating party (in this case, the Kingdom of Saudi Arabia) or its termination or abrogation of an IAEA safeguards agreement.

Article 11 of the proposed Agreement satisfies this requirement. Indeed, as is true in many existing civil nuclear cooperation agreements, the right to require return set forth in Article 11 applies not only to situations as required in the Act, but also to situations in which the Kingdom of Saudi Arabia does not comply with the storage, retransfer consent, enrichment or reprocessing consent, physical protection, or safeguards requirements of the proposed Agreement. The right of return in Article 11 would also survive termination or expiration of the proposed Agreement under Article 16(3).

Article 11(5) of the proposed Agreement requires that a Party, in determining whether to exercise its rights under Article 11(1) shall consider whether the facts giving rise to the right to take such action in accordance with Article 11(1) were caused deliberately. In the event that a Party finds such violation not to be deliberate, and to the extent that it judges that such violation can be rectified, that Party is obligated to endeavor, subject to its national legislation and regulations, to afford the breaching Party an opportunity to cure the violation within a reasonable period. This provision is found in other U.S. civil nuclear cooperation agreements and is consistent with the Act’s requirement because

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endeavoring to provide such an opportunity to cure where reasonable does not undermine the U.S.'s ultimate right to require return in the circumstances described in subsection 123(a)(4) of the Act.

(5) Retransfer Consent:

Subsection 123(a)(5) of the Act requires agreements to include a guaranty by the cooperating party that certain transferred items—material, Restricted Data, and production or utilization facilities (i.e., reactors and certain major component parts of reactors)—and any special nuclear material produced through use of such material or facilities shall not be transferred to unauthorized persons or beyond the jurisdiction or control of the cooperating party without U.S. consent. According to Article 3(3), Restricted Data cannot be transferred under the proposed Agreement. Article 5(2) of the proposed Agreement includes the necessary guaranty for all other required items

(6) Physical Security:

Subsection 123(a)(6) of the Act requires agreements to include a guaranty by the cooperating party that “adequate physical security” will be maintained with respect to any nuclear material transferred pursuant to an agreement for cooperation and any special nuclear material used in or produced through the use of any material, production facility, or utilization facility transferred pursuant to such agreement. The term “adequate physical security” is not defined in section 123, but section 127(3) of the Act says that physical security measures shall be deemed adequate if they “provide a level of protection equivalent to that required by the applicable regulations” promulgated pursuant to subsection 304(d) of the NNPA. The Nuclear Regulatory Commission (NRC), in regulations set forth at 10 C.F.R. § 110.44, requires that physical security measures in recipient countries provide protection at least comparable to the current IAEA recommendations, published at INFCIRC/225/Revision 5.

Article 8 of the proposed Agreement meets this requirement. Article 8(1) requires maintenance of “[a]dequate” physical protection with respect to any material and equipment transferred pursuant to the proposed Agreement as well as special nuclear material used in or produced from any nuclear material or equipment so transferred. Article 8(2) further sets forth that compliance requires application of measures in accordance with levels at least equivalent to the IAEA INFCIRC/225/Revision 5 recommendations and any subsequent revisions or successor of that document accepted by the Parties, and requires measures to be in

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accordance with the provisions of the Convention on the Physical Protection of Nuclear Material, as amended at Vienna July 8, 2005, and any subsequent amendments to that Convention that enter into force for both Parties.

(7) Enrichment/Reprocessing/Alteration Consent:

Subsection 123(a)(7) of the Act requires a guaranty by the cooperating party that no material transferred pursuant to the agreement for cooperation or used in or produced through the use of any material, production facility, or utilization facility transferred pursuant to the agreement "will be reprocessed, enriched or (in the case of plutonium, uranium 233, or uranium enriched to greater than twenty percent in the isotope 235, or other nuclear materials which have been irradiated) otherwise altered in form or content without the prior approval of the United States."

The reprocessing and alteration in form or content consent requirements are met by Article 6. Article 6 establishes that material transferred pursuant to the Proposed Agreement and material used in or produced through the use of material or equipment so transferred shall not be reprocessed or (in the case of plutonium, uranium-233, high enriched uranium, and irradiated nuclear material) otherwise altered in form or content (except by irradiation or further irradiation) after transfer, unless the Parties agree in writing.

With respect to irradiation and re-irradiation, these basic operations are excluded because they do not raise proliferation concerns; such types of alteration do not lead to the separation of uranium or plutonium in such a manner that they may be easily useable for malicious purposes. Rather, such forms of alteration are a standard type of activity contemplated when nuclear material is exported for commercial power or research reactors, or for other civilian research and development activities. As done in many other U.S. civil nuclear cooperation agreements, excluding such activities from the alteration in form or content prohibition is consistent with section 123.

The requirement for consent for enrichment is met by Article 7 of the proposed Agreement. Article 7(1) establishes that uranium transferred pursuant to the proposed Agreement and uranium used in or produced through the use of any material or equipment so transferred may be enriched if the Parties agree in writing, following completion of a Joint Enrichment and Conversion Study. This establishes a rule that enrichment can only take place with the consent of the Parties. Article 7(5) contains additional requirements for any enrichment of U.S. obligated material in Saudi Arabia above five percent in the isotope-235. It

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provides that any enrichment facility in the Kingdom of Saudi Arabia that uses equipment or technology transferred pursuant to this Agreement shall not be modified or operated to enrich uranium to greater than five-percent in the isotope-235 unless the Parties agree in writing following completion of an additional Joint High-Assay Low-Enriched Uranium Enrichment Study. Additionally, even once this condition is met, such enrichment must be limited to less than 20 percent in the isotope-235.

(8) Storage:

Subsection 123(a)(8) of the Act requires agreements for cooperation to include a guaranty by the cooperating party that specified nuclear materials—plutonium, uranium 233, and high enriched uranium—transferred under the agreement or recovered from any source or special nuclear material that was transferred or used in transferred production and utilization facilities will only be stored in facilities approved in advance by the United States.

Article 5(1) of the proposed Agreement contains this guaranty. It provides that “[p]lутonium and uranium-233 (except as contained in irradiated fuel elements), as well as high enriched uranium, transferred pursuant to this Agreement or used in or produced through the use of material or equipment so transferred shall only be stored in a facility to which the Parties agree in writing.”

(9) Sensitive Nuclear Technology:

Subsection 123(a)(9) of the Act addresses the need for a guaranty by the cooperating party applicable to certain situations that may result when sensitive nuclear technology (“SNT”) is transferred pursuant to an agreement for cooperation. Section 123(a)(9) requires “a guarantee by the cooperating party that any special nuclear material, production facility, or utilization facility produced or constructed under the jurisdiction of the cooperating party by or through the use of any sensitive nuclear technology transferred pursuant to such agreement for cooperation will be subject to all the requirements specified in this subsection.” This requirement is not applicable to the proposed Agreement, and therefore it is not necessary to include the guarantee spelled out in section 123(a)(9).

While Article 3(2) provides for the transfer of sensitive nuclear technology for the limited purpose of supporting the Joint Enrichment and Conversion Study (JECS) described in Article 7 of the proposed Agreement, SNT transferred for the JECS may not be used to produce or construct any special nuclear material,

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equipment, sensitive nuclear facilities, or major critical components. Article 7(3) creates the JECS as a consultation mechanism in which the Parties can identify appropriate options for the enrichment of uranium subject to the Agreement and for further development or demonstration in the United States of America of relevant technologies that could be deployed in the Kingdom of Saudi Arabia. Article 7(3) further describes the considerations that should be taken into account in the JECS, and the description does not include the production of special nuclear material or construction of equipment, major critical components, or sensitive nuclear facilities. During negotiations, the U.S. and Saudi delegations confirmed their shared understanding that any SNT transferred for purposes of the JECS could not be used by the Kingdom of Saudi Arabia for other purposes, including to produce or construct special nuclear material, or any production or utilization facility. The Parties expect to memorialize that understanding in an exchange of diplomatic notes.

Aside from providing for the transfer of SNT for limited purpose of the JECS, Article 3(2) also provides that SNT may be transferred “upon written agreement of the Parties.” Article 7(3) provides that upon the completion of the JECS, the Parties shall consult regarding considerations for the transfer of sensitive nuclear facilities or SNT and the domestic processes required to authorize such transfers. This written agreement would include guarantees that any nuclear material, equipment, sensitive nuclear facilities, or major critical components produced or constructed under the jurisdiction of the Kingdom of Saudi Arabia using transferred sensitive nuclear technology would be subject to the restrictions described in Articles 5, 6, 7, 8, 9, 10 and 11 of the Agreement.

(10) Sensitive Nuclear Facilities and Major Critical Components:

Subsections 123(a)(1), and 123(a)(2) through 123(a)(8) include guarantees that are relevant to sensitive nuclear facilities, major critical components, and material produced from such items.

The proposed Agreement does not directly provide for the transfer of sensitive nuclear facilities or major critical components but instead requires the written agreement of the Parties and the application of “written conditions” to the transfer of any sensitive nuclear facilities. This is reflected in Article 4(1), “Material, equipment, and components may be transferred for applications consistent with this Agreement. . . . Sensitive nuclear facilities and major critical components thereof may be transferred pursuant to this Agreement if the Parties agree in writing.”

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The Parties understand, and the proposed Agreement underscores, that any written agreement that provides for the transfer of sensitive nuclear facilities or major critical components must be in accordance with the Parties' respective domestic law (Article 2(1)) and provide the guarantees required by the Act as written conditions to any such cooperation (Article 2(3)) following domestic processes, including Section 131 subsequent arrangements, required to authorize such transfers (Article 7(3),(4)). Any decision for the United States to permit the transfer of sensitive nuclear facilities or major critical components to Saudi Arabia would be contingent on the inclusion of written terms that reproduced the obligations in the proposed Agreement with respect to transferred equipment and material produced from transferred equipment to such sensitive nuclear facilities and major critical components and to material produced from such sensitive nuclear facilities and major critical components.

B. Requirements of the Nuclear Non-Proliferation Act

As relevant to the proposed Agreement, sections 402 and 407 of the NNPA also address the content of agreements for peaceful nuclear cooperation.

(1) Major Critical Components:

Section 402(b) of the NNPA (42 U.S.C. § 2153a(b)) precludes the transfer under an agreement for cooperation of component parts determined to be essential to the operation of a complete uranium enrichment, nuclear fuel reprocessing, or heavy water production facility unless the agreement specifically designates such components as items to be exported.

The proposed Agreement designates the components addressed in section 402(b) of the NNPA as items that may be exported, if the Parties make a joint written decision to do so and in accordance with additional conditions agreed to by the Parties in writing. Article 4(1) of the proposed Agreement specifies that "[s]ensitive nuclear facilities and major critical components thereof may be transferred pursuant to this Agreement if the Parties agree in writing." The definition of "sensitive nuclear facility" in Article 1(W) of the proposed Agreement encompasses the facilities described in Section 402(b) of the NNPA, and "major critical component" is defined in Article 1(M) of the proposed Agreement as any part or group of parts essential to the operation of such a facility. Paragraph 3 of Article 2 adds that "Partnership on sensitive nuclear facilities shall

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also be in accordance with additional conditions agreed to by the Parties in writing.”

Article 7(3) also provides that any joint decision to provide for the transfer of sensitive nuclear facilities concerning enrichment would follow the JECS, where the Parties have agreed to “consult regarding considerations for the transfer of sensitive nuclear facilities or sensitive nuclear technologies and the domestic processes required to authorize such transfers” upon the completion of the JECS. Article 7(4) states that prior to the United States providing consent for enrichment or support for any enrichment facility in the Kingdom of Saudi Arabia, the Parties would develop “arrangements and procedures” under which any such enrichment may take place, and that these arrangements and procedures may address agreement for the transfer of sensitive nuclear facilities or major critical components.

With respect to a subset of activities that have plutonium-related nonproliferation implications, Article 4(5) also provides that “[a]ny facility designed or used primarily for reprocessing of nuclear fuel, heavy water production, or fabrication of nuclear fuel containing plutonium, and any part or group of parts essential to the operation of such a facility may not be transferred under this Agreement unless the Parties agree in writing.”

(2) Environment:

Section 407 of the NNPA (42 U.S.C. § 2153e) urges the inclusion in agreements for cooperation of provisions for cooperation in protecting the environment from radioactive, chemical, or thermal contamination arising from peaceful nuclear activities. Article 13(3) of the proposed Agreement provides for consultation about international environmental implications and cooperation in protection of the international environment from radioactive, chemical, or thermal contamination as well as in related matters of health and safety.

With respect to other civil nuclear cooperation related provisions of the NNPA such as export policies or procedures for the United States to provide consent for enrichment, the United States would ensure that all civil nuclear cooperation with Saudi Arabia was in accordance with those requirements.

The proposed Agreement thus satisfies all of the substantive requirements specified for agreements for cooperation by the Act and the NNPA.

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VI. CONCLUSION

Entry into force of the proposed Agreement will put in place a framework and actionable path for a multi-decade strategic nuclear energy partnership between the United States and Saudi Arabia, providing a foundation for material commercial opportunities for U.S. companies while strengthening and enhancing ongoing U.S. and Saudi Arabia collaboration on shared nuclear nonproliferation goals.

On the basis of the analysis in this NPAS and all pertinent information of which it is aware, the Department of State has arrived at the following assessment, conclusions, views, and recommendations:

1. The safeguards and other control mechanisms and the peaceful use assurances in the proposed Agreement, side letters, and Bilateral Safeguards Agreement are adequate to ensure that any assistance furnished thereunder will not be used to further any military or nuclear explosive purpose.
2. The Agreement meets all the legal requirements of the Act and the NNPA.
3. Execution of the proposed Agreement would be compatible with the nonproliferation program, policy, and objectives of the United States.

Therefore, it is recommended that the President approve and authorize the execution of the proposed Agreement; and that the President determine that the performance of the proposed Agreement will promote, and will not constitute an unreasonable risk to, the common defense and security.

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March 3, 2026

MEMORANDUM FOR THE PRESIDENT

FROM: Marco Rubio
Chris Wright*Ma R.*
*Chris Wright*SUBJECT: (U) Proposed Peaceful Nuclear Cooperation Agreement with
the Kingdom of Saudi Arabia

(U) The Government of the United States of America and the Government of the Kingdom of Saudi Arabia have negotiated a proposed Agreement for Cooperation Concerning Peaceful Uses of Nuclear Energy (the "proposed Agreement") together with two related side letters and the associated Agreement Between the United States of America and the Government of the Kingdom of Saudi Arabia for the Application of Additional Safeguards and Verification Measures to the United States-Saudi Arabia Agreement for Cooperation Concerning Peaceful Uses of Nuclear Energy ("bilateral safeguards agreement"). If you so authorize, the Agreement will be signed, as will the two related side letters, and, in accordance with subsections 123(b) and 123(d) of the Atomic Energy Act of 1954, as amended (the Act), be sent to lie before Congress for review for 90 days of continuous session. Unless a joint resolution of disapproval is enacted, the proposed Agreement may then be brought into force. The Secretary of State would authorize the signature of the associated bilateral safeguards agreement.

(U) The proposed Agreement would permit the transfer of material, equipment, components, and information for peaceful nuclear purposes, would support U.S. nonproliferation, foreign policy, and commercial interests, and satisfies all requirements of U.S. law. Therefore, pursuant to the Act, we recommend that you determine that the proposed Agreement will promote, and will not constitute an unreasonable risk to, the common defense and security, and that you approve it and authorize its execution.

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(U) A discussion of Saudi Arabia's civil nuclear program and its nuclear nonproliferation policies and practices is in the Nuclear Proliferation Assessment Statement (NPAS) and the classified annex to the NPAS submitted separately. The Director of National Intelligence is submitting separately an addendum to the NPAS on Saudi Arabia's export control system with respect to nuclear-related matters, including interactions with countries of proliferation concern and the actual or suspected nuclear, dual-use, or missile-related transfers to such countries. The Nuclear Regulatory Commission also is submitting its views separately.

Recommendation

(U) That you sign the determination at Tab 1 and the transmittal letter to Congress at Tab 2.

Attachments:

- Tab 1 – Draft Presidential Determination
- Tab 2 – Draft Transmittal Letter to the Congress (to be held until after the proposed Agreement is signed)
- Tab 3 – Text of proposed Agreement between the Government of the United States of America and the Government of the Kingdom of Saudi Arabia Concerning Peaceful Uses of Nuclear Energy
- Tab 4 – Confidential “Side Letters” Implementing the Proposed Agreement (2 attachments)
- Tab 5 – Interpretive Diplomatic Notes
- Tab 6 – Text of proposed Agreement Between the Government of the United States of America and the Government of the Kingdom of Saudi Arabia for the Application of Additional Safeguards and Verification Measures to the United States-Saudi Arabia Agreement for Cooperation Concerning Peaceful Uses of Nuclear Energy
- Tab 7 – Nuclear Proliferation Assessment Statement

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UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

CHAIRMAN

March 3, 2026

The President
The White House
Washington, DC 20500

Dear Mr. President:

In accordance with the provisions of Section 123 of the Atomic Energy Act of 1954, as amended, the Nuclear Regulatory Commission reviewed the proposed Agreement for Cooperation between the Government of the United States of America and the Government of the Kingdom of Saudi Arabia Concerning Peaceful Uses of Nuclear Energy. It is the view of the Commission that the proposed Agreement meets all of the provisions required by law and establishes a sufficient framework for civilian nuclear cooperation between the United States and the Kingdom of Saudi Arabia. The Commission therefore recommends that you make the requisite positive statutory determination, approve the proposed Agreement, and authorize its execution.

Respectfully,

Ho K. Nieh

