

**No. 14953**

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**FRANCE  
and  
IRAQ**

**Agreement on co-operation in the peaceful uses of nuclear energy (with annex). Signed at Baghdad on 18 November 1975**

*Authentic texts: French and Arabic.*

*Registered by France on 13 August 1976.*

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**FRANCE  
et  
IRAK**

**Accord de coopération pour l'utilisation de l'énergie nucléaire à des fins pacifiques (avec annexe). Signé à Bagdad le 18 novembre 1975**

*Textes authentiques : français et arabe.*

*Enregistré par la France le 13 août 1976.*

## [TRANSLATION — TRADUCTION]

**AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FRENCH  
REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF  
IRAQ ON CO-OPERATION IN THE PEACEFUL USES OF  
NUCLEAR ENERGY**

The Government of the French Republic and the Government of the Republic of Iraq,

Guided by the friendly relations which exist between the two countries,

Bearing in mind the importance which they attach to the development of the peaceful uses of nuclear energy,

Desiring to promote and strengthen their co-operation in this field,

Have agreed as follows:

*Article I.* In accordance with the provisions of this Agreement, the Contracting Parties agree to collaborate in developing the peaceful uses of nuclear energy in the two countries:

1. The Contracting Parties shall promote the supply, on a basis of reciprocity, of:

- (i) facilities, equipment or other supplies,
- (ii) materials, including, in particular, source materials and special fissionable materials,
- (iii) unclassified information,
- (iv) services,

either between the two Parties or between public or private organizations under their jurisdiction, or between one of the two Parties and one or more public or private organizations under the jurisdiction of the other Party.

The conditions governing such operations shall be determined on a case-by-case basis by agreement between the Contracting Parties and/or the public or private organizations concerned.

2. The Contracting Parties shall promote the development of co-operation between the competent organizations of the two countries through exchanges of experts, researchers and technicians. Where the fulfilment of an agreement or contract between French or Iraqi organizations involves such exchanges, the Contracting Parties shall facilitate the entry of such experts into their territory and their stay therein.

*Article II.* The Contracting Parties shall promote the exchange of information and scientific and technical documentation between the competent French and Iraqi authorities in all areas relating to the peaceful use of nuclear energy.

<sup>1</sup> Came into force on 4 April 1976, the date of the exchange of notifications indicating that the Agreement had been approved in both States pursuant to their respective constitutional provisions, in accordance with article XII.

The information and documents exchanged shall not be communicated to third parties, whether public or private, without the prior consent in writing of the Party which has supplied the document or information.

*Article III.* 1. Each Contracting Party undertakes to ensure that the materials, equipment and facilities obtained pursuant to this Agreement and the nuclear materials produced with the materials or equipment supplied or exchanged pursuant this Agreement:

- (a) are not used for military purposes or to manufacture explosive nuclear devices;
- (b) are not transferred to unauthorized persons or to organizations not under the jurisdiction of one of the Contracting Parties without the prior consent in writing of the other Contracting Party;
- (c) are subject to IAEA safeguards in the territory of the Contracting Party receiving the materials and equipment.

2. Each Contracting Party shall ensure that no source material or special fissionable material received pursuant to this Agreement and no special fissionable material recovered or produced as a by-product is transferred to any State or international organization unless IAEA safeguards are applied to it or the prior consent of the supplying Contracting Party is obtained.

*Article IV.* The Contracting Parties shall settle by special agreements any matters relating to expenses and costs arising from the implementation of this Agreement.

*Article V.* The agreements and contracts concluded in accordance with the provisions of article I of this Agreement may, where necessary, specify the conditions relating to the responsibility of the Parties thereto.

This Agreement may not be interpreted as imposing any responsibility on the Contracting Parties in connexion with the implementation of such agreements and contracts.

*Article VI.* The Contracting Parties shall adopt such administrative, fiscal and customs measures within their jurisdiction as are necessary for the proper implementation of this Agreement and of the conventions, protocols and contracts concluded to ensure implementation.

*Article VII.* Nothing in this Agreement may be interpreted as affecting the obligations which on the date of signature of this Agreement are incumbent on either Contracting Party by reason of its being a Party to other international agreements relating to the peaceful uses of nuclear energy, in particular, in the case of the French Party, the EURATOM Treaty.<sup>1</sup>

*Article VIII.* Representatives of the Contracting Parties shall meet once a year or whenever necessary to consult with each other on matters arising out of the application of this Agreement.

*Article IX.* This Agreement may be amended by agreement between the Contracting Parties at the request of one of the Parties. Amendments thus agreed upon shall enter into force through an exchange of notes between the two Governments.

<sup>1</sup> United Nations, *Treaty Series*, vol. 298, p. 167.

*Article X.* This Agreement shall remain in effect for a period of twenty-five years, after which either Contracting Party may notify the other Contracting Party of its intention to terminate this Agreement; in such a case the Agreement shall be terminated 90 days after the notification.

*Article XI.* If this Agreement is not extended, the agreements and contracts signed in accordance with article I shall remain in force unless denounced. In any event, the provisions of article III shall continue to apply to the materials and equipment supplied pursuant to the agreements and contracts for the entire period of use provided for in the agreements on the transfer of safeguards concluded between the two Parties and IAEA.

*Article XII.* This Agreement shall be approved in accordance with the constitutional provisions in force in each of the two States. It shall enter into force on the date of the exchange of notifications attesting that those provisions have been complied with by both Parties.

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

DONE at Baghdad on 18 November 1975, in duplicate in the French and Arabic languages, both texts being equally authentic.

For the Government of the French Republic:

[Signed]

MICHEL D'ORNANO

For the Government of the Republic of Iraq:

[Signed]

ADHAN AL HAMDANI

## A N N E X

For the purposes of this Agreement:

(a) "Facilities" means all buildings or structures specially designed and/or erected for use in a nuclear energy programme, such as nuclear power plants and research reactors.

(b) "Equipment" means major items of machinery, plant or instrumentation, or sub-assemblies thereof, specially designed and/or produced for use in a nuclear energy programme.

(c) "Person" means any individual or body corporate, including, in particular, any private or public association, company or organization; the term shall not, however, apply to the Government of the French Republic or the Government of Iraq.

(d) "Unclassified information" means information not included in the classification "Confidential-Defence" or "Secret-Defence".

(e) "Source material" means uranium containing the mixture of isotopes occurring in nature; uranium depleted in the isotope 235; thorium; any of the foregoing substances in the form of metal, alloy, chemical compound or concentrate; any other substance containing one or more of the foregoing substances in such concentration as the Contracting Parties may determine by agreement; and such other substances as may be determined by agreement between the Contracting Parties.

(f) “Special fissionable material” means plutonium; uranium 233, uranium 235, uranium enriched in the isotope 233 or 235; any substance containing one or more of the foregoing substances; and such other fissionable materials as the Contracting Parties may determine by agreement. The term “Special fissionable material” does not include source material.

(g) “Special fissionable materials recovered or produced as a by-product” means special fissionable materials obtained from source materials or special fissionable materials supplied pursuant to this Agreement or obtained by one or more processes making use of equipment or facilities supplied pursuant to this Agreement.

(h) “Materials” means source material, special fissionable material or any other substance which the Contracting Parties determine by agreement to be material.

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