

COOPERATION AGREEMENT
BETWEEN
THE GOVERNMENT OF THE CZECH REPUBLIC
AND
THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN
ON THE DEVELOPMENT OF PEACEFUL USES
OF NUCLEAR ENERGY

The Government of the Czech Republic and the Government of the Hashemite Kingdom of Jordan (hereinafter referred to as the "Party" or collectively as the "Parties");

DESIRING to strengthen friendly relationships between both States;

AFFIRMING their determination to develop the traditional ties of friendship existing between the two countries;

DESIRING, in the interest of the two States and in compliance with the principles governing their respective nuclear policies, to expand and strengthen cooperation in the use of nuclear energy for exclusively peaceful purposes;

CONSIDERING the respective obligations of the Czech Republic arising from its membership in the European Union, including the European Atomic Energy Community (hereinafter referred to as the "EURATOM");

AFFIRMING their support for the safeguards system of the International Atomic Energy Agency (hereinafter referred to as the "IAEA") and their desire to work together to ensure its improvement and continued effectiveness;

CONSIDERING further the determination of the States of the Parties to adopt, where applicable, the provisions within their jurisdictions required for the safe development of nuclear energy in compliance with the principles and provisions under the Convention on Nuclear Safety, the amended Convention on the Physical Protection of Nuclear Material, the Joint Convention on the Safety of Spent Fuel Management and on the Safety of Radioactive Waste Management, the Convention on Early Notification of a Nuclear Accident, and the Convention on Assistance in the case of Nuclear Accident or Radiological Emergency;

HAVE AGREED AS FOLLOWS:

Article I

1. The Parties shall, on the basis of equality and mutual benefit, cooperate in the use of nuclear energy for peaceful purposes in accordance with the provisions of this Agreement, as well as applicable laws and regulations in force in States of both Parties and in compliance with each party's State international obligations and commitments.
2. Cooperation as referred to in paragraph 1 may be undertaken in the following areas:
 - a) Prospection, exploration and exploitation of uranium deposits;
 - b) Extraction of uranium from phosphates;
 - c) Application of nuclear energy for power generation and water desalination;
 - d) Basic and applied research not requiring of uranium enriched to twenty (20) per cent or greater in the isotope U235 in research reactors;

- e) Human resources training in the use of nuclear energy for peaceful purposes;
 - f) Research and development of nuclear energy applications in the fields of agronomy, biology, earth sciences and medicine, and in industry;
 - g) Nuclear spent fuel and radioactive waste management;
 - h) Nuclear safety, radioprotection and environmental protection;
 - i) Nuclear security;
 - j) Prevention of and response to emergency situations resulting from radioactive or nuclear accidents;
 - k) Drafting of legislation in the nuclear field;
 - l) Provision of information to the public on matters relating to peaceful uses of nuclear energy;
 - m) Or any other areas of cooperation agreed by the Parties.
3. Cooperation may take the following forms:
- a) Exchange and training of scientific and technical staff;
 - b) Exchange of scientific and technical information;
 - c) Participation by scientific and technical staff of one Party in research and development activities conducted by the other Party;
 - d) Joint conduct of research and engineering activities, including joint research and experimentation;
 - e) Organization of scientific and technical conferences and symposiums;
 - f) Provision of material, nuclear material, equipment, facilities, technology and services;
 - g) Promotion of cooperation between natural and juridical persons of both countries, including micro, small and medium enterprises in areas of peaceful use of nuclear energy based on agreements and contracts referred to in Article III sub-paragraph b);
 - h) Or any other form of cooperation agreed by the Parties.
4. Parties shall apply all necessary measures for preservation of confidentiality and technical data transmitted by the implementation of this Agreement in accordance with laws and regulations and standards of their States. The relevant technical data and information exchanged shall not be communicated to any third party, whether public or private, without prior written approval from the Party providing that technical data or information.
5. Any cooperation pursued according to this Agreement shall be carried out in accordance with respective laws and regulations in force in both States and their international obligations, including obligation of the States of both Parties arising from the Treaty of 1 July 1968 on the Non-Proliferation of Nuclear Weapons, Convention on Nuclear Safety, the amended Convention on the Physical Protection of Nuclear Material, the Joint Convention on the Safety of Spent Fuel Management and on the Safety of Radioactive Waste Management, the Convention on Early Notification of a Nuclear Accident, and the Convention on Assistance in the case of Nuclear Accident or Radiological Emergency.

Article II

All terms within this Agreement shall have the meaning specified in the Annex, which shall form an integral part of this Agreement.

Article III

The conditions of cooperation between Parties as defined in Article I shall be specified on a case-by-case basis and in compliance with the provisions of this Agreement:

- a) through specific agreements between the Parties or their designated bodies concerned to define programs and arrangements for scientific and technical exchanges;

- b) through contracts signed by the bodies, businesses and institutions concerned, on industrial realizations and the provision of material, nuclear material, equipment, facilities and technology or other issues mutually agreed by the Parties.

Article IV

The Parties may adopt any administrative and tax measures within their field of competence that are required for the proper implementation of this Agreement and of the specific agreements and contracts referred to in Article III, if so provided by their respective laws and regulations.

Article V

The Parties shall ensure that the cooperation carried out under this Agreement is consistent with the achievement and maintenance of the highest level of nuclear safety and security defined by the relevant laws and regulations and international obligations of their States.

Article VI

The intellectual property rights gained in the framework of the cooperation provided by this Agreement may be allocated, always fully in accordance with the law and regulations of the States of Parties, on a case-by-case basis in the specific agreements and contracts referred to in Article III.

Article VII

Unless otherwise agreed in written form, each Party shall bear its own costs resulting from implementation of this Agreement.

Article VIII

Any equipment transferred by one Party to the other Party under this Agreement shall be suitable for its intended use to the best knowledge and belief of the transmitting Party. The transmitting Party does not warrant the suitability of the information or equipment transmitted for any particular use or application by the receiving Party or by any third party.

Article IX

1. Parties can transfer or retransfer material, nuclear material, equipment, facilities and technology subject to this Agreement only for peaceful purposes.
2. The Party that is considering a transfer or a retransfer pursuant to the provisions in paragraph 1 of this Article shall first obtain the consent of the supplier Party for:
 - a) Any retransfer of facilities, equipment or technology as defined in the Annex and provided under this Agreement;
 - b) Any retransfer of facilities and equipment retrieved from those facilities or equipment referred to in subparagraph a) above, or designed on the basis of the technology referred to in subparagraph a) above;
 - c) Any transfer or retransfer of uranium enriched to twenty (20) per cent or greater in the isotopes U233 and U235, or of plutonium produced or recovered from nuclear material transferred under this Agreement, or any retransfer of nuclear materials transferred under this Agreement to the Hashemite Kingdom of Jordan.
3. Within the European Union, transfers and retransfers of nuclear materials, equipment, facilities and technology are subject to the provisions of chapter IX of the Treaty

Establishing the European Atomic Energy Community (hereinafter referred as "EURATOM treaty") and to the regulations setting in place a European regime for the control of exports of dual use goods and technology. Therefore transfers and retransfers under Chapter IX of Title II of EURATOM treaty do not require prior consent of the supplier Party.

Article X

None of the provisions of this Agreement shall be interpreted as affecting the rights and obligations which, on the date of signature thereof, result from the participation by either of the Parties in other international agreements on the use of nuclear energy for peaceful purposes, in particular the rights and obligations of the Czech Republic arising from the EURATOM Treaty, as well as those arising from its membership in the European Union.

Article XI

The Parties shall create a Joint Committee, composed of the representatives of the Parties, to monitor the cooperation undertaken under this Agreement, following its entry into force. The Co-Chairpersons of the Joint Committee shall be the Deputy Minister of Industry and Trade of the Czech Republic and the Vice-chairman of Jordan Atomic Energy Commission of the Hashemite Kingdom of Jordan, or their delegated officials. The Parties shall jointly agree upon the structure, composition and procedures of the Joint Committee through the exchange of letters of responsible ministers having regard to the equality of the Parties. The structure, composition and procedure of the Joint Committee may be changed the same way.

Article XII

This Agreement may be amended by written agreement between the Parties. Such an amendment shall enter into force in accordance with Article XIV.

Article XIII

1. This Agreement shall be concluded for a period of twenty (20) years. It may be terminated at any time by either of the Parties. Any termination of this Agreement shall be notified by giving six- months' written notice.

At the end of this period of twenty (20) years, this Agreement shall remain in force for unlimited period unless it is terminated by either of the Parties in accordance with the procedure referred to in first subparagraph of this paragraph.

2. In the event of the termination of this Agreement in accordance with the procedure referred to in paragraph 1,
 - a) the relevant provisions of this Agreement shall remain applicable to the specific agreements in force and contracts signed under Article III;
 - b) the provisions of Articles I paragraph 4, Article VI and Article IX, shall continue to apply to the material, nuclear material, equipment, facilities and technology transferred pursuant to this Agreement, as well as to the nuclear material recovered or obtained as by-products.

Article XIV

This Agreement shall enter into force on the first day of the second month following the day of the signature of this Agreement.

IN WITNESS WHEREOF, the representatives of the two Governments, being duly authorized thereto, have signed this Agreement.

Done in duplicate in PRAGUE on 22 August 2017 in the Czech, Arabic and English languages, all texts being equally authentic. In case of any divergence of interpretation of this Agreement, the English text shall prevail.

For the Government of
the Czech Republic

Petr Hladík
Ambassador Extraordinary and
Plenipotentiary of the Czech Republic to the
Hashemite Kingdom of Jordan

For the Government of
the Hashemite Kingdom of Jordan

Hussam Abdullah H.G. Al Hussein
Ambassador Extraordinary and
Plenipotentiary of the Hashemite Kingdom of
Jordan to the Czech Republic

ANNEX

For the purposes of this Agreement:

- a) "Materials" means non-nuclear materials for reactors as designated in Annex B, Section 2, of the Nuclear Suppliers Group Guidelines published by the IAEA as INFCIRC/254/Rev. 13/Part 1 (hereinafter referred to as the "Guidelines");
- b) "Nuclear material" means any "source material" or "special fissionable material" as those terms are defined in Article XX of the Statute of the IAEA;
- c) "Equipment" means the major components specified in paragraphs 1, 4, and 7 of Annex B of the Guidelines;
- d) "Facilities" means the plants referred to in paragraphs 1, 4, and 7 of Annex B of the Guidelines;
- e) "Technology" means the specific information necessary for the "development", "production" or "use" of any item listed in Annex B of the Guidelines, except for the data communicated to the public, for example in journals and published books, or made accessible internationally without any limitation of circulation;
This information may take the form of "technical data" or "technical assistance";
"Development" refers to all stages prior to "production", including studies, research on design, assembly and trials of prototypes and execution plans;
"Production" means all stages of production, including in particular construction, production engineering, manufacturing, integration, assembly, inspection, trials and quality assurance;
"Use" shall mean operation, installation (including on-site installation), maintenance, repairs, dismantling for overhaul and refurbishing;
"Technical assistance" can take the form of instruction, skills, training, working knowledge, and consulting services;
"Technical data" may include blueprints, plans, diagrams, manuals and instructions written or recorded on other media such as discs, magnetic tape or passive memory;
- f) "Information" means all information, documentation and data of any sort whatsoever, transmissible in physical form and concerning material, equipment, facilities and technology under this Agreement, excluding information, documentation and data available to the public;
- g) "Peaceful" means "peaceful and non-explosive".