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The US–Saudi Nuclear Cooperation Agreement Would Serve U.S. Interests

By **Matt Bowen** and **Richard Nephew**

- The U.S.-Saudi nuclear cooperation agreement has broken a decades-long U.S. nonproliferation taboo by proceeding without requiring the Additional Protocol as a condition of supply and by envisioning a possibility, however remote, that the United States could help another country develop uranium enrichment capabilities.
- Although these departures pose real risks, those risks are mitigated by the agreement's safeguards and must be weighed against its nonproliferation and strategic benefits to the United States, especially given that Saudi development of enrichment capabilities appears unlikely in the near term and would be subject to U.S. approval.
- Based on the information available today, Congress should allow the agreement to enter into force. It could also impose additional conditions that would help preserve the agreement's benefits over the long term and might be applicable in similar future U.S. nuclear cooperation agreements.

The Trump administration has submitted to Congress a new nuclear energy cooperation agreement—sometimes referred to as "123 agreements" since they are governed by Section 123 of the Atomic Energy Act (AEA)—with Saudi Arabia.[1] According to the AEA, these agreements can automatically enter into force after 90 days of continuous session of Congress if they meet certain criteria. These include requirements for the physical protection of nuclear material, a commitment not to retransfer materials or facilities received pursuant to the agreement without U.S. consent, and a commitment not to use U.S.-transferred nuclear material or technology for nuclear explosives

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or any other military purpose. The Trump Administration has asserted, with justification, that its agreement meets these conditions. As a result, Congress must now decide whether to vote the agreement down or allow it to enter into force.

In considering the agreement, some members may question whether Saudi Arabia requires access to nuclear technology at all, given its extensive fossil fuel resources and potential wind and solar resources. In 2025, the country's energy supply was 59 percent oil and 40 percent natural gas,[2] and it aims for renewables to account for 50 percent of its electrical capacity by 2030.[3] However, resource abundance in one area does not preclude the development of a nuclear program, which can help countries meet a variety of other needs, including providing baseload electricity. Saudi Arabia began taking steps toward a nuclear program 20 years ago,[4] and in 2017 the Saudi cabinet of ministers approved the National Atomic Energy Project, which included large nuclear power reactors, small modular reactors, and the nuclear fuel cycle. The cited benefits of the program were reduced consumption of fossil fuels to bolster fuel exports, diversification of electricity supply, water desalination, and job creation with high returns.[5]

This commentary takes as a given the fundamental logic of a Saudi nuclear program and focuses instead on the program's nonproliferation considerations. For decades, U.S. nuclear cooperation with other countries has had to meet statutory nonproliferation terms. In addition, both Republican and Democratic administrations have negotiated conditions into nuclear cooperation agreements to further reduce the risk of proliferation. The case of Saudi Arabia raises additional concerns. The country waited 21 years reach a comprehensive safeguards agreement after joining the Treaty on the Non-Proliferation of Nuclear Weapons (NPT),[6] declined to adopt an additional protocol[7] that would extend greater oversight authority to international inspectors, and has no effective export control arrangement in place—a basic deficiency for a country seeking nuclear capabilities. Perhaps most alarming, Saudi officials have stated publicly that Saudi Arabia would acquire nuclear weapons if Iran did so.[8] Although perhaps understandable from a regional security standpoint, such statements suggest that the Saudis are actively reconsidering their NPT commitments.

Given this context, the U.S.-Saudi agreement raises real nonproliferation questions that warrant Congress's attention. However, as the ensuing analysis shows, the agreement contains several novel components that can help mitigate nonproliferation risks and offer significant benefits to U.S. national interests.

Novel Aspects of the Agreement

Compared with the 26 other nuclear cooperation agreements the United States has in force,[9] the agreement contains several novel components that appear to be in response to Saudi Arabia's

refusal to consider acceptance of the Additional Protocol and interest in pursuing an independent nuclear fuel cycle. These components relate to exclusivity, a bilateral safeguards agreement, and enrichment provisions.

Exclusivity. Article 2 (“Scope of Cooperation”) stipulates that Saudi Arabia will partner with “qualified suppliers”—defined in the agreement as entities agreed upon by the United States and Saudi Arabia or entities that have NRC facility licenses, applications for such licenses that have already been accepted by the NRC, or various types of agreements with DOE[10]—for nuclear power reactors, nuclear reactor fuel, and all other aspects of the nuclear fuel cycle. This provision is important because the Saudis have occasionally suggested that they would pursue nuclear cooperation with other countries, such as Russia and China, that may not be as focused on nonproliferation as the United States. That option is longer available absent U.S. approval as long as Saudi Arabia remains in compliance with the agreement. The benefit to the U.S. nuclear industry, which has struggled to build plants domestically, could be on the order of tens of billions of dollars. But there are important nonproliferation benefits as well. Under the agreement, if the United States supplies fuel and reactors to Saudi Arabia, the United States obtains “consent rights” over any alterations to the form or content of both fresh and spent nuclear fuel, meaning that such materials cannot be enriched or reprocessed without U.S. permission. Control over supply also enables the United States to export its safety, security, and nonproliferation stances. Given that nuclear cooperation relationships tend to last many decades, the Saudis will effectively be locked into accommodating U.S. nonproliferation conditions for a long time.

A bilateral safeguards agreement instead of an additional protocol. Article 10 (“Safeguards”) requires the United States and Saudi Arabia to bring into force a bilateral safeguards agreement and jointly request that the IAEA apply additional safeguards and verification measures to the Saudi nuclear program. The underlying reason for this novel measure is that, in contrast to every US 123 agreement with a non-nuclear weapon state (NNWS) since 2009, the IAEA’s Additional Protocol is not a condition of supply in the US-Saudi 123 agreement.

The bilateral safeguards agreement[11] that the IAEA would implement contains at least some measures from the Additional Protocol, though its language differs from that of the model Additional Protocol. When asked about this discrepancy, IAEA Director General Grossi noted the IAEA’s longstanding preference for the Additional Protocol while acknowledging both the IAEA’s consultations in the negotiations and the inclusion in the bilateral safeguards agreement of measures similar to parts of the Additional Protocol text. In light of this context, the IAEA likely has the tools it needs to determine whether Saudi Arabia has any undeclared nuclear activities. However, the IAEA Board of Governors has ultimate discretion and will vote on whether the safeguards agreement provides sufficient assurance.

It is fair to ask whether this novel measure sets a precedent for more such agreements in the future—negotiated either by the United States or by other countries such as Russia or China—in place of the Additional Protocol, potentially contributing to nonproliferation risks. On the one hand, if, as part of these arrangements, the IAEA is able to conclude that a country's nuclear declarations are correct and complete (i.e., there are no undeclared activities) and the IAEA Board of Governors concurs with that assessment, the central objective of the Additional Protocol would, in theory, be achieved. On the other hand, if these bilateral agreements become commonplace, there remains a risk that a given future "partial" Additional Protocol would be insufficient. It is for this reason that the "a la carte menu" approach to the Additional Protocol has been discouraged for decades.

Enrichment provisions. Article 7 ("Uranium Enrichment") states that the United States and Saudi Arabia will "explore options to support the long-term feasibility of civil uranium enrichment capacity" in both countries. It also states that a "Joint Enrichment and Conversion Study" will be completed within 2 years to 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."

However, the agreement does not obligate the United States to export enrichment facilities to Saudi Arabia now or in the future. In addition, the design of gas centrifuge facilities—the technology most often used for enrichment today—involves classified information (known as "restricted data"), and the agreement explicitly prohibits such information from being transferred. In this sense, the Saudi agreement is similar to other 123 agreements: if a US administration wanted to export gas centrifuge technology to Saudi Arabia in the future, it would have to undertake additional negotiations with the Saudi government to allow for the export of classified information, and any resulting agreement would be subject to congressional review.

The exclusivity clause comes into play here as well since the agreement specifies that only qualified suppliers may provide enrichment and reprocessing facilities. This blocks the potential supply of enrichment technology from Russia, China, or other U.S. adversaries for the life of the agreement without U.S. permission, providing another nonproliferation benefit.

The agreement has already been criticized for not including an absolute prohibition on enrichment and reprocessing facilities in Saudi Arabia, as the 2009 123 Agreement with neighboring United Arab Emirates does. However, the United States has negotiated several 123 agreements with NNWSs since that time that do not contain these prohibitions and only one (with Taiwan) that does.

Considerations for Responding to Noncompliance

The agreement contains significant disincentives for breaching its terms, though in nuclear cooperation there is always some risk these will be outweighed by other considerations, particularly if national survival interests are perceived at play.

At the most basic level, if the Saudis were to break the terms of the agreement, they would lose the benefits of the agreement itself, including US fuel supply for their expensive new reactors. It would take at least some time for other suppliers to replace U.S.-provided fuel, and any new supplier could face consequences following a proliferative act by Saudi Arabia (e.g., the construction of an undeclared uranium enrichment facility).

Moreover, various types of proliferative acts would trigger numerous sanctions under existing US statutes.[12] These sanctions could cut off defense sales—a risk that Saudi Arabia, a major customer of US defense technology, would have to consider in planning a nuclear weapons program. Additional sanctions from Congress, other countries, and the United Nations would also be on the table.

This is where additional congressional conditionality could be useful. The objective of these conditions would not be to make it impossible for the Saudis to accept or execute the deal, but rather to prevent them from exiting it in a manner that poses a threat to U.S. national security interests. Congress could take any of the following steps, or a combination thereof:

- Adopt legislation that conditions authorizations under the agreement (e.g., licenses for material and equipment export) on Saudi Arabia's compliance with its safeguards agreements and cooperation with the IAEA's efforts to determine the completeness of Saudi nuclear declarations.
- Adopt new sanctions legislation that would immediately freeze the assets of and impose travel restrictions on Saudi officials involved in nuclear decision-making in the event of violations of the agreement.
- Stipulate that Iran's nuclear program is not an acceptable factor, in the eyes of the United States, for breaching the terms of the U.S.-Saudi agreement.
- Encourage the Saudis to provide other Gulf states with greater transparency into their nuclear program to reduce the risk, in the absence of the Additional Protocol, that other states might see Saudi Arabia's nuclear program as a national security threat and respond accordingly.

Importantly, though these conditions could be adopted specifically for U.S.-Saudi 123 Agreement, Congress could also stipulate that the same conditionality framework be prompted by any similar future U.S. agreements.

Conclusions

The U.S.-Saudi agreement raises serious nonproliferation questions that deserve congressional scrutiny. Not only does it break with the long-accepted U.S. approach to nuclear cooperation arrangements, but Saudi Arabia has also been reluctant to accept the inspection obligations that would come with implementation of the Additional Protocol. While the novel exclusivity clause unquestionably advances U.S. interests, the bilateral safeguards agreement and sensitive nuclear facility-related provisions are likely to be hotly debated.

However, given the details of the bilateral safeguards agreement and comments by IAEA officials, the agency's secretariat appears to have confidence in its ability to detect undeclared activities. The agreement also advances U.S. geopolitical goals by blocking Russia and China out of the Saudi nuclear market. No negotiation is perfect and Congress should hold hearings to consider divergent views. Perhaps new information will come to light. Based on the information available today,[13] Congress should allow the agreement to enter into force. It can also set additional conditions to preserve the agreement's benefits over the long term and establish a template for congressional consideration of any future similar nuclear cooperation agreements.

Notes

1. U.S. Congress, House, *An Agreement for Cooperation Between the Government of the United States and the Government of the Kingdom of Saudi Arabia Concerning Peaceful Uses of Nuclear Energy*, H. Doc. 119-191, 119th Cong., 2nd sess., August 27, 2026, https://www.govinfo.gov/app/details/CDOC-119hdoc191/CDOC-119hdoc191.

2. Energy Institute, *Statistical Review of World Energy 2026*, 75th ed. (2026), https://www.energyinst.org/statistical-review.

3. Rawan M. Alfehaid and Karen E. Young, "Saudi Arabia's Renewable Energy Initiatives and Their Geopolitical Implications," Center on Global Energy Policy, October 29, 2024, https://www.energypolicy.columbia.edu/saudi-arabias-renewable-energy-initiatives-and-their-geopolitical-implications/.

4. As noted in the unclassified nonproliferation assessment accompanying the 123 agreement: "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."

5. Rashad Abuaish, "Saudi National Atomic Energy Project," International Atomic Energy Agency (IAEA), accessed September 4, 2026, https://gnssn.iaea.org/NSNI/SMRP/Shared%20Documents/Workshop%2012-15%20December%202017/Saudi%20National%20Atomic%20Energy%20Project.pdf.

6. IAEA, "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, accessed September 14, 2026, https://www.iaea.org/publications/documents/infcircs/agreement-between-kingdom-saudi-arabia-and-international-atomic-energy-agency-application-safeguards-connection-treaty-non-proliferation-nuclear-weapons.

7. The Additional Protocol provides additional tools for the IAEA to verify a nation's nuclear declarations. It increases the ability of the agency in particular to "verify the peaceful use of all nuclear material in a state with a comprehensive safeguards agreement." For more information, see: IAEA, "Additional Protocol," accessed September 14, 2026, https://www.iaea.org/topics/additional-protocol.

8. "Saudi Arabia Vows to Go Nuclear If Iran Develops Weapon," Iran International, September 21, 2023, https://www.iranintl.com/en/202309219024.

9. U.S. Department of Energy, "123 Agreements for Peaceful Cooperation," accessed September 4, 2026, https://www.energy.gov/nnsa/123-agreements-peaceful-cooperation.

10. The exact definition is: "'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.S. Congress, House, An Agreement for Cooperation, H. Doc. 119-191.

11. For the text of the bilateral safeguards agreement, see Ibid.

12. For example, sections 3(f), 101, 102(a), and 102(b) of the Arms Export Control Act (Public law 90-629) contain provisions that would restrict the sale of defense items in response to specified proliferation-related actions. Similarly, section 129 of the Atomic Energy Act of 1954 (Public law 83-703) would cut off the export of nuclear materials and equipment to a non-nuclear weapon state that detonated a nuclear explosive device or terminated or materially violated its IAEA safeguards agreement.

13. For example, the agreement documents mention two accompanying side letters that are not currently available to the public.

About the Authors

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Dr. Bowen has written reports on federal and state policies to encourage advanced reactor development, and has also published papers on reforming U.S. nuclear export controls. During the Obama Administration, he was an Associate Deputy Assistant Secretary in the Office of Nuclear Energy and a Senior Advisor in the Office of Nonproliferation and Arms Control at the U.S. Department of Energy (DOE). Previous to working at DOE, he was an AAAS/APS Science Fellow for Senate Majority Leader Harry Reid.

Dr. Bowen received a Bachelor of Science degree in physics from Brown University and a Ph.D. in theoretical physics from the University of Washington, Seattle. He has held positions at the National Academies with the Board on Physics and Astronomy, the Board on Energy and Environmental Studies, and the Division on Engineering and Physical Sciences. Dr. Bowen has also done work outside of Columbia University as an independent consultant for EFI Foundation and Third Way.

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While a senior research scholar at SIPA since 2015, Nephew has written dozens of reports and articles for various publications focused on geopolitics and their intersection with energy markets, economic statecraft, nuclear topics, and sanctions. He is also the author of The Art of Sanctions: A View from the Field, published by Columbia University Press in 2018.

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