



The European Union's International Responsibility for the Good-Faith Implementation of the JCPOA

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Abstract

The JCPOA was a pivotal international agreement regarding Iran's nuclear program; its implementation required the parties to adhere to their accepted obligations and observe the principle of good faith. The United States' withdrawal from the JCPOA and the reimposition of economic and secondary sanctions fundamentally altered the conditions for the agreement's implementation, specifically impacting the European parties' ability to fulfill their economic commitments. This study aims to examine the European Union's international responsibility regarding the good-faith implementation of JCPOA-related obligations and the associated legal consequences. The central research question addresses the grounds and conditions for establishing the EU's international responsibility and the resulting legal implications. The study employs a descriptive-analytical method, drawing upon library resources, JCPOA documents, UN Security Council Resolution 2231, and established rules of international law and the responsibility of international organizations. The findings indicate that the JCPOA, Resolution 2231, and related documents have established a significant framework for defining the EU's obligations; good-faith implementation requires refraining from actions that would defeat the agreement's object and purpose, while also necessitating the adoption of appropriate measures within the scope of the EU's competencies. US withdrawal and the resulting unilateralism did not extinguish the EU's independent obligations, though they imposed serious constraints on the practical fulfillment of economic commitments. Furthermore, a mere reduction in Iran's economic benefits is insufficient to establish EU responsibility; doing so requires demonstrating a specific obligation, a breach of that obligation, the attribution of conduct, and—in cases where compensation is sought—a causal link. Should these conditions be met, consequences such as the cessation of the wrongful act, reparation, and assurances of non-repetition would arise. Keywords: International responsibility, European Union, JCPOA, good-faith implementation, unilateralism.

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Introduction

The Joint Comprehensive Plan of Action (JCPOA) imposed certain limitations on the Islamic Republic of Iran's nuclear activities and, in return, required the other parties to undertake measures aimed at lifting nuclear-related sanctions, facilitating economic relations, and enabling Iran to benefit from the advantages

envisaged under the agreement. The legal and practical value of the agreement lay precisely in this reciprocal relationship between the parties' obligations. Whenever one of the parties refrains from fulfilling its obligations or takes measures that nullify the effects of those obligations, the balance envisaged under the agreement is disrupted. Accordingly, implementation of the JCPOA cannot be confined merely to formal compliance with certain obligations; rather, the realization of the agreement's overall objective and the preservation of the balance between reciprocal obligations must also be taken into consideration (Ministry of Foreign Affairs of the Islamic Republic of Iran, 2015).

In this context, the principle of good faith occupies a significant position. Good faith in the performance of international obligations means that the parties to an agreement must perform their obligations genuinely, faithfully, and in a manner directed toward achieving the object and purpose of the agreement. This principle precludes the parties from adopting contradictory conduct, counterproductive measures, or interpretations that would render their obligations ineffective. Good-faith performance does not necessarily guarantee the achievement of all anticipated results; however, a party bound by an obligation cannot invoke political or economic difficulties as a basis for transforming its obligations into merely symbolic measures devoid of practical effect. This issue assumes particular significance in the context of the JCPOA, since a substantial portion of Iran's anticipated benefits depended upon practical measures undertaken by the other parties.

The withdrawal of the United States from the JCPOA and the reimposition of economic sanctions fundamentally altered the conditions for implementing the agreement. This action caused many European banks, companies, and economic institutions to refrain from continuing their cooperation with Iran due to concerns regarding U.S. sanctions. Consequently, although the European Union emphasized the preservation of the JCPOA, the economic effects of the agreement for Iran became subject to serious limitations. Under such circumstances, the principal issue is not merely whether the European Union provided political support for the JCPOA, but whether its actions were, in practice, sufficient to preserve the balance of the agreement and enable Iran to benefit from the obligations envisaged therein (Mousavi, 2019).

The European Union occupies a position distinct from that of its Member States in this regard. The European Union is an international organization possessing legal personality, decision-making institutions, and defined competences. Accordingly, any potential responsibility on its part must be examined in accordance with the rules governing the international responsibility of international organizations. Within this framework, responsibility cannot be established solely by reference to the European Union's political role in the JCPOA negotiations or its official positions. It is necessary to determine which obligations the European Union undertook, which of its institutions were involved in implementing those obligations, and whether any conduct or omission attributable to the Union was inconsistent with its international obligations (International Law Commission, 2011).

Another important issue concerns determining the nature of the European Union's obligations. Certain obligations may arise directly from the text of the JCPOA, while others may derive from general principles of international law, the law of treaties, or decisions relating to the implementation of the agreement. A distinction must also be made between the obligations of the European Union and those of its Member States. Not every action undertaken by European States is necessarily attributable to the European Union, nor does every decision of the Union necessarily constitute independent conduct on the part of its Member States. Establishing this distinction is essential for identifying the responsible entity and accurately assessing the legal consequences of the conduct in question.

United Nations Security Council Resolution 2231 also plays a fundamental role in the analysis of this issue. The Resolution was adopted in connection with the JCPOA and established an international framework for supporting the agreement. Therefore, the examination of the European Union's responsibility must take into account the relationship between the text of the JCPOA, Resolution 2231, and the implementing decisions of European institutions. Nevertheless, all obligations arising from these instruments cannot be treated as identical; rather, the source, nature, and scope of each obligation must be determined separately.

This is particularly important when examining the legal effects of the Resolution and the obligations arising from it (Abedi & Karimi, 2020).

U.S. secondary sanctions constitute another important element of the research problem. By threatening non-U.S. persons and companies, these sanctions have extended the effects of sanctions beyond the territorial jurisdiction of the United States. Consequently, European companies faced constraints in choosing between continuing their economic activities in Iran and maintaining their connections with the U.S. financial system. Nevertheless, U.S. economic pressure, by itself, can neither establish nor negate the responsibility of the European Union. The legal question is what measures the European Union could have taken within the scope of its competences and available instruments, and whether refraining from effective measures was compatible with its obligations under the JCPOA and the principle of good faith (Reus & Reinhart, 2020).

In this context, a distinction must be made between the failure to achieve a particular result in full and a breach of an obligation to act in good faith. The realization of certain economic effects of the JCPOA may have depended upon factors beyond the European Union's control. Under such circumstances, the mere failure to achieve the desired outcome is insufficient to establish a breach of an obligation. However, if the European Union refrained from taking measures falling within the scope of its legal competence and capacity, or if its actions were such as to make implementation of the agreement practically difficult or ineffective, the issue of international responsibility may arise. Determining this matter requires an examination of the European Union's actual conduct and its comparison with its specific obligations.

On the other hand, good-faith implementation should not be limited merely to refraining from an overt violation of the text of the JCPOA. In agreements such as the JCPOA, some obligations relate to cooperation, the facilitation of economic relations, and the prevention of measures that would undermine the effects of the agreement. A party may not have formally departed from the text of an agreement, yet may, through the adoption of certain policies or decisions, restrict the possibility of its effective implementation. In such circumstances, legal assessment must focus on the practical consequences of the conduct and its relationship to the object and purpose of the agreement, rather than merely on the formal appearance of the measures adopted.

The responsibility of the European Union also requires an independent examination with respect to its legal consequences. Where the existence of an obligation, attribution of conduct, and breach of an obligation have been established, it must be determined what consequences the organization's responsibility entails and what forms of reparation or guarantees of non-repetition may arise. Addressing the international responsibility of the European Union does not, of course, mean disregarding the role of the United States or the Member States of the Union. The conduct of each party must be examined on the basis of its specific obligations and the applicable rules concerning attribution and responsibility.

In light of the foregoing, the central research question is whether the European Union, in performing its obligations concerning the JCPOA, has complied with the requirements arising from the principle of good faith. To answer this question, it is necessary to examine the legal status of the JCPOA and Resolution 2231, the nature of the European Union's obligations, the scope of competence of its institutions, the concept of good-faith performance, and the constituent elements of the international responsibility of international organizations. The conduct and decisions of the European Union, particularly following the withdrawal of the United States from the JCPOA, must then be assessed in light of its legal obligations.

Review of Theoretical Foundations

The JCPOA

The JCPOA, an abbreviation for the "Joint Comprehensive Plan of Action," was concluded in 2015 as a result of negotiations between the Islamic Republic of Iran and the countries participating in the nuclear negotiations. The Plan encompasses a set of reciprocal commitments concerning Iran's nuclear program, monitoring measures, nuclear restrictions, and the lifting or suspension of sanctions related to the nuclear program. The JCPOA resulted from a multilateral and step-by-step process, the implementation of which

depends upon the reciprocal performance of commitments by the participating parties (Ministry of Foreign Affairs of the Islamic Republic of Iran, 2015).

Structurally, the JCPOA is an instrument comprising obligations, implementation arrangements, annexes, and monitoring mechanisms. Under the Plan, the parties' obligations are specified in various areas, and the achievement of its objectives requires cooperation and reciprocal implementation of commitments. United Nations Security Council Resolution 2231 is also directly connected with the JCPOA and must be considered alongside the text of the JCPOA when examining the agreement's legal status and international effects (United Nations Security Council, 2015; Abedi & Karimi, 2020).

Good-Faith Implementation

Good faith is one of the fundamental principles of international law and an important basis for the performance of international obligations and the interpretation of international instruments. Good-faith performance requires the obligated party to perform its obligation honestly, fairly, and consistently with its object and purpose. Compliance with this principle is not limited to the formal and superficial performance of an obligation; rather, the conduct of the obligated party must not be such as to nullify the practical effect of the obligation or the other party's ability to benefit from it (Habibi, 2020; Naseri, 2020).

The principle of good faith requires the parties to an agreement to refrain from conduct that undermines the object and purpose of the agreement or renders the reciprocal performance of obligations practically impossible. Accordingly, a party may appear to perform part of its obligations formally while, through other decisions or measures, eliminating the effects of such performance. In such circumstances, good faith must be assessed on the basis of the parties' conduct as a whole, the object and purpose of the agreement, the circumstances surrounding the performance of the obligation, and the practical effects of the measures adopted (De Brabandere & Van Damme, 2015; Ziegler & Baumgartner, 2015).

Unilateralism

Unilateralism refers to an approach under which a State or international actor independently adopts and implements a policy without relying upon a collective decision or agreement, where such action may affect other States or international structures. The concept stands in contrast to multilateralism. However, the unilateral character of an action, by itself, is insufficient to render that action unlawful. The legality of unilateral action must be assessed in light of the relevant international obligations, the legal basis of the action, the scope of the actor's competence, and the effects of the measure (Schmitt, 2022; Reus & Reinhart, 2020).

Unilateral measures may take the form of withdrawal from international agreements, the imposition of economic sanctions, the establishment of trade restrictions, executive measures, or political decisions. Where such measures produce extraterritorial effects, they may influence the decisions of other States, companies, and international organizations. Accordingly, unilateral sanctions, and particularly secondary sanctions, constitute important subjects in examining the relationship between independent State action and the rules of international law (Hosseini, 2018; Rezaei & Mousavi, 2019).

Abtahi (2014), in an article entitled "The Joint Plan of Action Concerning Iran's Nuclear Program," examined the Joint Plan of Action and the framework of obligations relating to Iran's nuclear program. The article is significant for understanding the legal context of nuclear agreements and the initial obligations of the negotiating parties, and it can be used to explain the process leading to the formation of the JCPOA and the reciprocal obligations of the parties. In light of the subject addressed in the article, it may be concluded that nuclear agreements can be effectively implemented when the obligations of the parties are clearly defined and each party cooperates in fulfilling its commitments. Nevertheless, the aforementioned article does not specifically examine the international responsibility of the European Union in the good-faith implementation of the JCPOA, nor does it provide an independent analysis of the legal consequences of the European Union's conduct during the implementation period, remedies for breaches of obligations, or the relationship between good faith and the international responsibility of international organizations. The

present dissertation focuses precisely on this issue and examines the conduct of the European Union and the legal consequences of the partial or non-performance of its obligations.

Ebrahimi (2019), in a book entitled *The Law of International Organizations*, examined the legal foundations of international organizations, their position within the international legal system, and the structure and competences of international organizations. The book is significant for understanding the concept of an international organization and analyzing the legal personality and functions of international institutions. Its contents may be used in the present dissertation to examine the legal status of the European Union and analyze its responsibility in relation to international obligations. Nevertheless, the book does not specifically examine the international responsibility of the European Union in implementing the JCPOA and does not provide an independent discussion of the principle of good faith or the legal consequences of breaches of JCPOA obligations. The present dissertation examines these general issues in connection with the conduct of the European Union in implementing the JCPOA.

Akhood-Kazemi (2018), in a book entitled *Public International Law*, examines the foundations and general principles of public international law. The book is important for understanding the sources of international law, international obligations, the responsibility of subjects of international law, and the position of general legal rules. Its discussions can be used to explain the legal framework of the JCPOA and to analyze the obligations of the parties to the agreement. Nevertheless, the book does not specifically address the international responsibility of the European Union in implementing the JCPOA or the role of good faith in the conduct of the organization. Furthermore, it does not provide a case-specific examination of the legal consequences of the European Union's actions or omissions in relation to its JCPOA obligations.

Methodology

The present study, which aims to examine the international responsibility of the European Union for the good-faith implementation of the Joint Comprehensive Plan of Action (JCPOA), requires the use of a systematic research methodology and a clearly defined conceptual framework. The subject of the dissertation lies at the intersection of public international law, the law of international organizations, the law of treaties, and the rules governing international responsibility. Its analysis therefore requires an examination of legal instruments, customary rules, relevant regulations, and the consequences of the European Union's legal and practical conduct.

Legal Foundations of the JCPOA and the Obligations of the European Union

Legal Nature of the JCPOA

The JCPOA cannot be regarded merely as a political agreement or diplomatic statement, since its provisions establish specific and reciprocal obligations for the participating parties and make its implementation dependent upon a series of practical, monitoring, and legal measures. The agreement emerged in circumstances in which the Iranian nuclear issue had transcended the level of political disputes between States and had become an issue associated with international sanctions, regional security, and the competences of international institutions. In this context, the JCPOA provided a phased framework for regulating the conduct of the parties and establishing a balance between Iran's nuclear commitments and the measures undertaken by the other parties in relation to the lifting of sanctions (Abtahi, 2014; Joyner, 2016).

From a substantive perspective, the JCPOA is structured around a form of reciprocal balance of obligations. In return for accepting limitations on certain nuclear activities and agreeing to monitoring arrangements, Iran expected the lifting or suspension of nuclear-related sanctions and the creation of conditions conducive to benefiting from economic and financial cooperation. Within this structure, Iran's measures and those of the other parties are not independent of one another; rather, the achievement of the agreement's objectives depends upon their coordinated and reciprocal implementation. Accordingly, a legal analysis of the JCPOA cannot focus solely on Iran's nuclear obligations while disregarding the obligations of the other parties, including the European Union (Ministry of Foreign Affairs of the Islamic Republic of Iran, 2015).

Formation and Objectives of the JCPOA

The JCPOA emerged at a time when the issue of the Islamic Republic of Iran's nuclear activities had become one of the significant legal and political issues in international relations. Disputes concerning the scope and nature of Iran's nuclear program, concerns regarding nuclear proliferation, and responses

The Position of the European Union in the International Responsibility Regime

The European Union is one of the important regional organizations within the international system. By virtue of possessing an independent legal personality, it may hold rights and obligations under international law. The legal personality of the Union is recognized in Article 47 of the Treaty on European Union (TEU). This characteristic places the Union beyond the status of a merely coordinating organization among states and enables it to conclude international agreements, establish external relations, and incur international responsibility.

The international responsibility of the European Union is based on the same general rules applicable to other international organizations. Where conduct is attributable to the Union and is inconsistent with one of its international obligations, the principle of responsibility arises. Such conduct may be carried out by one of the Union's institutions, such as the Council of the European Union, the European Commission, or other organs and officials. The principal criterion is the position of the person or institution within the Union's organizational structure and the connection between the conduct in question and the organization's functions.

The position of the European Union within the international responsibility regime is directly linked to the principle of the independent legal personality of the organization vis-à-vis its Member States. By transferring certain competences to the Union, the Member States have contributed to the establishment of an autonomous entity. Accordingly, not all acts of the Union may be directly attributed to its Member States. Conversely, the Union cannot deny responsibility for its own conduct merely because its Member States participated in the decision-making process. Determining responsibility requires a careful examination of the decision-making authority, the scope of competence, and the nature of the obligation allegedly breached.

The competence of the European Union under international law is not unlimited. Pursuant to the principle of conferral, the Union may act only within areas in which competence has been conferred upon it by the founding treaties. Nevertheless, the limitation of competence should not be regarded, in a general and unqualified manner, as precluding the Union's responsibility. Where the conduct in question has occurred within the framework of the Union's competences, its legal consequences will be attributable to the Union itself. Even where the organization exceeds the limits of its competence, the issues of attribution and responsibility must be examined separately.

The European Union also assumes independent obligations through the conclusion of international agreements. Such obligations may arise from treaties, legally binding political agreements, decisions of Union institutions, or general rules of international law. Once an obligation has been assumed, the Union is required to perform it in good faith. Reliance on domestic provisions, disagreements among Union institutions, or political difficulties faced by Member States does not, in itself, extinguish an international obligation (Aust, 2013; Villiger, 2009).

The European Union's Position in the Context of the JCPOA

In the context of the Joint Comprehensive Plan of Action (JCPOA), the position of the European Union is more complex, as the Union played a role, alongside its Member States and the other parties to the agreement, in the formation and implementation of the JCPOA. The Union's role in the agreement was not merely political or symbolic; rather, it may be examined in areas such as coordinating the implementation of commitments, facilitating the lifting of certain sanctions, facilitating economic and financial relations, nuclear cooperation, and providing diplomatic support for the agreement. Accordingly, the Union's

obligations must be analyzed separately from those of its Member States and from those of the United States.

To examine the international responsibility of the European Union in implementing the JCPOA, it is first necessary to determine which obligations were incumbent upon the Union. Subsequently, the conduct or omissions of Union institutions must be identified and attribution established. It is then necessary to examine whether such conduct was inconsistent with the relevant obligation and to determine the consequences arising therefrom. For example, if a decision or action by one of the Union's institutions rendered ineffective the obligations relating to sanctions relief or economic cooperation, it would not be sufficient merely to invoke political disagreements or pressure from Member States; rather, the legal relationship between the conduct and the obligations arising under the JCPOA must be established.

The responsibility of the European Union may, in certain circumstances, arise alongside that of its Member States. This situation may be envisaged where the Union and its Member States each play an independent role in creating or continuing the wrongful conduct. Nevertheless, concurrent or joint responsibility requires the establishment of the relevant conditions and cannot be inferred merely from the membership of states in the Union. The separation of responsibilities is essential for determining which person or entity is required to cease the wrongful conduct and provide reparation for its consequences.

Elements for the Establishment of International Responsibility

The establishment of the international responsibility of international organizations, including the European Union, requires the fulfillment of conditions that clarify the legal relationship between the organization's conduct and the breach of its international obligations. The mere occurrence of a political, economic, or legal dispute is insufficient to establish responsibility; rather, there must be a specific obligation, and the organization's act or omission must be inconsistent with that obligation.

Under the general rules of international responsibility and the International Law Commission's 2011 Draft Articles on the Responsibility of International Organizations, the principal elements of responsibility include the existence of an international obligation, attribution of conduct to the organization, breach of the obligation, and the existence of legal consequences arising from the breach. These elements must be assessed in light of the nature of the organization, the scope of its competence, and the type of obligation at issue (International Law Commission, 2011).

The first element is the existence of an international obligation. An organization must, by virtue of its constituent instrument, an international agreement, customary rules, or other sources of international law, be under an obligation to perform or refrain from performing certain conduct. In the case of the European Union, its obligations may derive from the founding treaties, international agreements, and obligations undertaken in the context of its external relations. In the context of the JCPOA, it must first be determined which obligation was directly incumbent upon the European Union.

The second element is the attribution of conduct to the organization. The conduct must have been carried out by one of its organs, institutions, officials, or persons acting in the performance of organizational functions. With regard to the European Union, decisions adopted by the Council of the European Union, the European Commission, and other competent institutions may be attributed to the Union itself where they are taken within the scope of the Union's functions. Attribution of conduct to the Union requires distinguishing such conduct from independent acts of the Member States.

The third element is the breach of an international obligation. Conduct attributable to the organization constitutes a breach where it is inconsistent with an obligation binding upon the organization. A breach may occur through an act, such as adopting a decision or taking an action inconsistent with an obligation, or through an omission, such as failing to take an action necessary for the performance of an obligation. Determining whether a breach has occurred depends upon a precise interpretation of the obligation and an examination of the organization's actual conduct (Crawford, 2019; Villiger, 2009).

International Responsibility of the European Union for the Good-Faith Implementation of the JCPOA

Effects of the United States' Withdrawal from the JCPOA on the European Union's Obligations

The unilateral withdrawal of the United States from the JCPOA in 2018 significantly altered the framework for implementing the agreement. In addition to its direct impact on U.S. obligations, this action also affected the legal and practical status of the obligations of the other parties, particularly the European Union. Following the U.S. withdrawal, the European Union faced a situation in which, on the one hand, it emphasized the preservation and implementation of the JCPOA and, on the other hand, confronted economic and political pressures arising from U.S. sanctions. The central question is whether the U.S. withdrawal could suspend or restrict the implementation of the European Union's obligations, or whether the Union remained under an obligation to pursue those commitments in good faith.

The JCPOA was initially structured on the basis of reciprocal and phased commitments. In exchange for accepting nuclear restrictions, Iran expected the lifting or suspension of nuclear-related sanctions and the establishment of conditions conducive to the normalization of economic and financial relations. The other parties, in turn, undertook to take the measures necessary to implement the agreement. Consequently, the withdrawal of one party—particularly a party such as the United States, which plays a significant role in the international financial and economic system—could disrupt the practical balance of the commitments. Nevertheless, disruption of the conditions for implementation does not necessarily entail the automatic extinguishment of the obligations of the other parties (Ministry of Foreign Affairs of the Islamic Republic of Iran, 2015; Nikpour, 2018).

From a legal perspective, a distinction must be drawn between the termination of one party's obligation and the difficulty of performing the obligations of the other parties. The U.S. withdrawal primarily concerned the decision and conduct of the United States itself. Without a legal basis, such action could not extinguish the independent obligations of the European Union. If the European Union had assumed obligations under the JCPOA concerning sanctions relief, economic and financial cooperation, or support for trade relations, the presumption is that such obligations should be assessed in accordance with the provisions of the agreement and the rules governing the performance of international obligations. Political and economic difficulties can affect the Union's responsibility only insofar as they are legally relevant to the scope of the obligation and the possibility of its performance (Habibi, 2020; Naseri, 2020).

The Unilateral U.S. Withdrawal and the Reimposition of Sanctions

The withdrawal of the United States from the JCPOA on 8 May 2018 constituted a turning point in the implementation of the nuclear agreement. By announcing its decision, the U.S. government ceased its participation in the JCPOA and initiated the process of reimposing nuclear-related sanctions. This action disrupted the implementation of the reciprocal commitments under the JCPOA, and its consequences were not confined to relations between Iran and the United States; they also affected the obligations and responsibilities of the other parties, particularly the European Union.

From a legal perspective, the U.S. withdrawal should be distinguished from two separate matters: first, the political and legal decision of the United States to leave the framework governing the implementation of the JCPOA; and second, the subsequent action to reimpose sanctions that had been lifted or suspended as a result of the JCPOA. Although these two actions were closely connected in practice, each produced distinct consequences for the analysis of international responsibility. The U.S. withdrawal made the continued implementation of the agreement more difficult, while the reimposition of sanctions more broadly manifested its economic and financial consequences (Safaei, 2018; Nikpour, 2018).

The JCPOA was based on reciprocal commitments. Iran agreed to impose limitations on its nuclear program, while the other parties undertook to lift or suspend nuclear-related sanctions and facilitate economic and financial cooperation. Accordingly, the withdrawal of one party could not occur without affecting the practical balance of the agreement. Nevertheless, the difficulty of implementing the JCPOA did not automatically extinguish the obligations of the other parties. Each party was required to justify its conduct on the basis of its independent obligations and the rules governing the implementation of the agreement.

Effects of U.S. Secondary Sanctions on the Implementation of the JCPOA

U.S. secondary sanctions constituted one of the most significant practical obstacles to the implementation of the JCPOA following the United States' withdrawal from the agreement. Unlike primary sanctions, secondary sanctions do not target only U.S. persons, companies, and entities; they may also expose non-U.S. persons and enterprises to restrictions where they engage in transactions with Iran or sanctioned persons. Consequently, their effects extend beyond the territorial scope of U.S. domestic law and influence the economic, banking, and commercial relations of European companies with Iran. This characteristic has made secondary sanctions an important issue in assessing the European Union's obligations and the good-faith implementation of the JCPOA (Rezaei & Mousavi, 2019; Hosseini, 2018).

Secondary sanctions are generally enforced through threats to restrict access to the U.S. market, the U.S. financial system, or international banking relationships. For example, a European bank may be legally permitted under EU law to cooperate with Iran but may nevertheless refuse to transfer funds or open a letter of credit for an Iranian company because of concerns about losing access to U.S. banks. In such circumstances, the United States has not directly penalized the European bank within U.S. territory; rather, by creating economic risks, it has altered the bank's behavior. This indirect effect was one of the principal reasons for the reduction in economic cooperation following the U.S. withdrawal.

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Secondary sanctions also shifted the implementation of the JCPOA from the level of formal governmental decisions to the level of private conduct. Even if the European Union and its Member States emphasized the preservation of the JCPOA, companies and banks might refrain from performing contracts or initiating new relationships because of the potential costs associated with doing business with Iran. For example, a European energy company might face no legal prohibition under EU regulations against investing in Iran, yet the threat of losing access to the U.S. market, technology, or financial resources could induce it to withdraw from an Iranian project.

The Performance of the European Union Following the U.S. Withdrawal

The withdrawal of the United States from the Joint Comprehensive Plan of Action on 8 May 2018 fundamentally altered the political and legal dynamics surrounding the JCPOA. Prior to this decision, the JCPOA was implemented as a multilateral agreement among Iran, the three European countries, the United States, Russia, and China, while United Nations Security Council Resolution 2231 also placed it within the framework of the Security Council's decisions. Following the U.S. withdrawal, the European Union faced a situation in which one of the principal parties to the agreement not only moved away from implementing its commitments but also adopted a policy of reimposing sanctions. Europe's initial response emphasized the necessity of preserving the JCPOA and continuing its implementation by the remaining parties. This

position indicated that the European countries did not regard the U.S. withdrawal as automatically terminating the agreement and instead relied on the existing multilateral structure to sustain it (Ministry of Foreign Affairs of the Islamic Republic of Iran, 2015; Abtahi, 2014).

From a legal perspective, this position of the European Union may be analyzed in connection with the principle of *pacta sunt servanda* and the principle of good faith in the performance of international obligations. The principle of *pacta sunt servanda* requires international obligations to be performed in good faith, and states may not simply disregard the effects of obligations they have undertaken on the basis of political changes. Naseri regards *pacta sunt servanda* as one of the foundations of stability and reliability in treaty relations, while Habibi emphasizes the role of good faith in the performance of international obligations (Naseri, 2020; Habibi, 2020). In English-language scholarship, Ziegler and Baumgartner have examined good faith as one of the general principles of international law, while Lindefalk has addressed the role of good faith in the exercise of treaty-based powers (Ziegler & Baumgartner, 2015; Lindefalk, 2020).

Political Measures Taken by the European Union to Preserve the JCPOA

Following the withdrawal of the United States from the JCPOA on 8 May 2018, the European Union sought to prevent this decision from becoming a factor leading to the complete collapse of the agreement. Europe's initial position was based on the premise that the JCPOA remained a valid multilateral agreement and that the withdrawal of one party did not, in itself, terminate the obligations of the other participants. This position was linked to the principle of *pacta sunt servanda* and the requirement that international obligations be performed in good faith, principles that occupy an important position in the law of treaties (Habibi, 2020; Naseri, 2020). Legal scholarship likewise emphasizes the importance of performing treaty obligations in accordance with the rules of international law (Aust, 2013).

One of Europe's most significant political measures was maintaining coordination among the European countries participating in the JCPOA. France, Germany, and the United Kingdom adopted common positions in support of the continuation of the agreement and sought to prevent the dispute between Iran and the United States from resulting in the withdrawal of the other parties from the JCPOA. The significance of this measure lay in the fact that maintaining a common European position made it possible to continue negotiations with Iran and the other JCPOA parties. Mousavi has likewise examined the European Union's obligations in implementing the JCPOA in connection with the continuation of political cooperation among the European countries (Mousavi, 2019).

In the same context, the European Union kept the JCPOA Joint Commission operational. Meetings of the Joint Commission continued following the U.S. withdrawal, and the remaining parties engaged in discussions concerning the status of the agreement and disputes arising from the U.S. withdrawal. In this process, the European Union, acting as coordinator, sought to preserve channels of dialogue between Iran and the other parties. The significance of this measure was that disputes were pursued within the institutional framework established under the JCPOA rather than being transferred directly into a context of political confrontation. Mohebi and Bezar have likewise regarded the JCPOA dispute-resolution mechanism as an important instrument for managing disagreements among the parties to the agreement (Mohebi & Bezar, 2017).

Conclusion

An examination of the **international responsibility of the European Union for the good-faith implementation of the JCPOA** demonstrates that the obligations arising from the JCPOA cannot be analyzed merely within the framework of a political agreement devoid of legal effects. Rather, its implementation must be assessed in light of fundamental principles of international law, including the principle of good faith, *pacta sunt servanda*, and the international responsibility of states and international organizations. Although the European Union is not a state, as an international organization possessing an independent legal personality, it may, within the scope of its conferred competences and international obligations, be the holder of rights and subject to duties under international law. From this perspective, the

measures and decisions adopted by EU institutions in connection with the implementation of JCPOA commitments may, where the requisite conditions are satisfied, be examined from the perspective of the international responsibility of international organizations.

The principle of good faith in the performance of international obligations constitutes one of the fundamental principles of international law. It requires parties to an international agreement not only to refrain from expressly violating their obligations but also to avoid measures that would, in practice, render the object and purpose of the agreement ineffective. In the context of the JCPOA, this principle is of particular importance because the fulfillment of the parties' reciprocal commitments has depended to a considerable extent upon cooperation, coordination, and the adoption of practical measures by the parties. Accordingly, assessing the conduct of the European Union solely on the basis of its political declarations in support of the JCPOA is insufficient; consideration must also be given to the extent of its practical, economic, legal, and institutional measures aimed at implementing its obligations and enabling the other parties to benefit from the anticipated effects of the agreement.

From the perspective of the law of international responsibility, the mere failure to achieve a desired outcome does not necessarily constitute international responsibility. In order to attribute responsibility, it must first be established that a legally relevant international obligation existed, and it must then be determined whether the conduct or omission attributable to the international organization was inconsistent with that obligation. In the case of the European Union, in addition to establishing the existence of an obligation, another important issue concerns the attribution of conduct to the Union itself or to one of its institutions. It is also necessary to distinguish between measures undertaken within the scope of the Union's legal competences and measures that exceed the limits of its competence or conflict with its international obligations.

Furthermore, the multilayered nature of the obligations arising under the JCPOA means that determining the responsibility of the European Union requires a distinction between **direct obligations, facilitative obligations, and obligations arising from international cooperation**. The European Union possesses extensive competences in certain areas; however, not all economic and political measures undertaken by its Member States can automatically be attributed to the Union. Accordingly, in each case it must be determined which institution or state undertook, or failed to undertake, the conduct in question, what its legal basis was, and whether an objectively demonstrable legal relationship existed between that conduct and the alleged international obligation.

In this context, the role of economic and financial measures is of particular importance. One of the principal objectives of the JCPOA was to establish a balanced framework of reciprocal commitments in which Iran's nuclear restrictions were accompanied by the lifting or reduction of sanctions and the creation of conditions conducive to economic engagement. Therefore, any legal analysis of the European Union's good-faith conduct must go beyond an examination of political positions and also consider the effectiveness of its practical measures in preserving the economic mechanisms envisaged under the JCPOA. Nevertheless, difficulty or even complete failure in achieving the anticipated economic effects is not, in itself, sufficient to establish international responsibility. Such circumstances must be assessed in light of the specific obligation concerned, the legal and practical possibility of performing it, and the European Union's actual conduct.

Ultimately, it may be stated that **the international responsibility of the European Union in relation to the good-faith implementation of the JCPOA is neither absolute nor automatic; rather, it depends upon the establishment of a set of legal conditions**. The existence of an international obligation, the validity and scope of that obligation, the attribution of conduct or omission to the European Union, breach of the obligation, and the absence of circumstances precluding responsibility constitute the essential elements of such an assessment. Accordingly, any claim of responsibility must be based upon a careful analysis of the JCPOA documents, United Nations Security Council Resolution 2231, the rules of international law, the law governing international organizations, and the actual conduct of EU institutions.

Overall, the principle of good faith may be regarded as one of the most important legal criteria for assessing the conduct of the European Union with respect to the JCPOA. However, **good faith is a legal concept and should not be equated with political support or a diplomatic declaration of position.** From the perspective of international law, what matters is the extent of practical compliance with obligations, refraining from measures inconsistent with the object and purpose of the agreement, and adopting reasonable measures to perform the obligations undertaken. Accordingly, an analysis of the European Union's responsibility requires a case-by-case examination of its measures and decisions and their conformity with specific international obligations. Such an approach, while avoiding the attribution of responsibility without establishing the requisite legal elements, makes it possible to assess more precisely the position of the European Union and the limits of its responsibility within the international legal order.

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