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2. “GO BACK TO THE DRAWING BOARD”. LEGAL CONSIDERATIONS ON ACTIVATION OF THE SNAP-BACK MECHANISM AGAINST IRAN

1. *Introduction*

The Joint Comprehensive Plan of Action (JCPOA), established in 2015 between Iran and the P5+1 States, was hailed as a remarkable achievement in international diplomacy, designed to prevent Iran from developing nuclear weapons while enabling economic incentives for compliance. The Plan, and subsequent [Security Council resolution 2331 \(2015\)](#), established rigorous restrictions on Iran's nuclear activities, including limits on uranium enrichment and a halt on the development of nuclear weapons. However, following the US withdrawal from the agreement in May 2018 and the subsequent declaration of Iranian non-compliance by France, Germany and the United Kingdom (the so-called E3), the snap-back mechanism has emerged as a focal point in ongoing political debates. This article, in light of these recent events, aims to contextualize such a mechanism, analyse its potential invocation, and consider some of its possible legal implications. It is essential to specify that there has been an extensive debate among scholars on the possibility of qualifying the US abandonment of the JCPOA as a withdrawal in the strict sense. However, such an issue is not directly explored in this brief contribution; therefore, excluding paragraph 4, we will refer indistinctly to both “withdrawal”, “unilateral exit” or “abandonment” to describe the decision of the use to cease the implementation of the JCPOA.

The journey to the JCPOA's establishment began in the early 2000s amid heightened concerns regarding Iran's nuclear ambitions. Since 2006, Security Council, based on Chapter VII of the UN Charter, established sanctions against Iran, followed by unilateral sanctions adopted by the US and the EU. Negotiations involving the P5+1 followed and culminated in a comprehensive accord that, as mentioned, was unanimously endorsed by the UN Security Council in resolution 2231 (On the resolution, see P. BRECCIA, [La risoluzione 2231 \(2015\) sull'Accordo nucleare iraniano e la procedura di “snap-back”: primo \(... ed ultimo\) caso di positivizzazione del potere di voto “egemonico”?](#), in *Ordine internazionale e diritti umani*, 2016, pp. 187-192; M. D. ROSENTHAL, *Introductory Note to United Nations Security Council Resolution 2231 e Joint Comprehensive Plan of Action*, in *International Legal Materials*, 2016, pp. 98-102). The JCPOA set forth a framework that required Iran to limit its nuclear activities in exchange for the lifting of stringent economic sanctions imposed by the UN, EU, and US.

The decade preceding the JCPOA has been characterized by escalating tensions, including military confrontations and an arms race in the region. The agreement effectively

aimed to stabilize the Middle East by reducing Iran's nuclear capabilities and fostering international oversight through the International Atomic Energy Agency (IAEA). However, the unilateral exit of the US from the JCPOA and others actions, including the reinstatement of sanctions and the targeted killing of the Iranian General Soleimani (see O. CORTEN, F. DUBUSSON, V. KOUTROULIS, A. LAGERWALL, *L'exécution de Qassem Soleimani et ses suites : aspects de jus contra bellum et de jus in bello*, in *Revue Générale de Droit International Public*, 2020, pp. 39-72; P. BRECCIA, *Legittima difesa e targeted killings: gli Stati Uniti e il caso Soleimani*, in *Ordine internazionale e diritti umani*, 2020, pp. 278-302) created a precarious situation, leading Iran to gradually and incrementally violate its commitments under the JCPOA.

2. The Snap-Back Mechanism

The snap-back mechanism is crucial for maintaining the integrity of the JCPOA, providing a pathway for participants to respond to significant non-compliance by Iran.

As known, the implementation of the JCPOA includes four closely linked phases: the first, called Adoption Day, which occurred on 18 October 2015, ninety days after the approval of the JCPOA by the Security Council with resolution 2231 (2015), provides that «[...] this JCPOA and the commitments in this JCPOA come into effect. Beginning on that date, JCPOA participants will make necessary arrangements and preparations for the implementation of their JCPOA commitments» (Annex A, para. 34). The second, called Implementation Day, required the IAEA to submit a report certifying that Iran has fulfilled its initial obligations, so as to allow the Security Council to proceed with the suspension of the sanctions adopted with the previous resolutions, without however modifying the restrictions concerning in particular conventional weapons and ballistic missile technology (Resolution 2231 (2015), para. 7). The third phase of the agreement refers to the Transition Day, during which the IAEA, eight years after the Implementation Day phase, must verify whether the Iranian program has maintained a peaceful nature. The fourth phase, called Termination Day, will take place over the next two years upon certification that all parties have fulfilled their respective commitments under the JCPOA, thereby initiating the complete elimination of sanctions. Indeed, in paragraph 8 of the operative part of resolution 2231 (2015), the Council declares that «[o]n the date ten years after the JCPOA Adoption Day, as defined in the JCPOA, all the provisions of this resolution shall be terminated, and none of the previous resolutions described in paragraph 7 (a) shall be applied, the Security Council will have concluded its consideration of the Iranian nuclear issue, and the item "Non-proliferation" will be removed from the list of matters of which the Council is seized» (On the challenges of implementing the JCPOA, see A. ANTONINI, E. MILANO, *The Joint Comprehensive Plan of Action five years on: Legal questions and future prospects*, in *Questions of International Law*, Zoom-In, 2020, pp. 1-3).

As outlined in Articles 36 and 37 of the JCPOA, any party can refer disputes to the Joint Commission, coordinated by the European Union, to address grievances regarding non-performance. If resolution attempts within the so-called Dispute Resolution Mechanism (DRM) fail within 35 days, the matter can be brought before the UN Security Council.

Under the terms of the mechanism, if no Council member presents a draft resolution to continue sanctions relief within the first ten days following the notification of significant non-compliance, all previously lifted sanctions are automatically restored. This arrangement aims to deter violations by establishing an easily executable process for reinstating sanctions if parties perceive Iran's actions as threatening international security.

3. Recent Developments and Rising Tensions

Less than three years after the adoption of resolution 2231, in May 2018, the United States withdrew from the JCPOA. The then (and current) President Trump after announcing the US withdrawal, calling the agreement as a «horrible, one-sided deal that should have never, ever been made» ([Remarks by President Trump on the Joint Comprehensive Plan of Action](#), 8 May 2018; S.P. MULLIGAN, [Withdrawal from International Agreements: Legal Framework, the Paris Agreement, and the Iran Nuclear Agreement](#), Congressional Research Service, 4 May 2018), reimposed economic sanctions on Iran, specifically targeting its oil and banking sectors (J. GALBRAITH, *President Trump Withdraws the United States from the Iran Deal and Announces the Reimposition of Sanctions*, in *The American Journal of International Law*, 2018, pp. 514-522). Other parties to the JCPOA quickly expressed their profound concern, but the decision to leave the Plan was never ratified. Given this situation, Iran initially continued to comply with the terms of the nuclear deal but, in May 2019, it began increasing its uranium enrichment levels and stockpiles beyond the limits set by the JCPOA. While President Biden expressed the willingness of US to return to the Agreement, subject to Iran's return to full compliance, negotiations never brought to a new political agreement (cfr. also EU, COUNCIL OF THE EUROPEAN UNION, [Council Conclusions on the Agreement on Iran's Nuclear Programme](#), Press Release 597/15, 20 July 2015).

Along this lines, the report elaborated by the IAEA in May 2025 has indicated a significant increase in Iran's stockpile of highly enriched uranium and the political escalation lead, in June of this year, to the US-Israel attacks on, among others, Iranian nuclear sites. Israel also carried out over a dozen targeted killings of scientists and military figures. (M.E. O'CONNELL, [U.S. Attacks on Iran. Defying the Law to Follow a Theory](#), in *Verfassungsblog*, 28 June 2025).

As of August 2025, the situation has evolved, with France, Germany and the UK asserting that Iran's nuclear activities constitute «*significant non-performance of its commitment*» under the JCPOA. In a [joint letter addressed to the President of the Security Council](#), dated 28 August 2025, the Ministries of Foreign Affairs of the three States triggered the 30-day notice to reinstate sanctions against Iran. The decision was based on evidences. Iran significantly exceeded the maximum allowed uranium stockpile (paras. 56 and 57 of Annex I, JCPOA), restarted prohibited uranium enriched activities at Fordow (para. 45 of Annex I, JCPOA), ceased cooperation with the International Atomic Energy Agency (IAEA) concerning verification and monitoring measures on the peaceful nature of the nuclear programme (para. 15, JCPOA) and the implementation of the Additional Protocol (para. 13, JCPOA), exceeded the maximum allowed heavy water stockpile (para 14 of Annex I, JCPOA), and the limits on nuclear research and development activities (paras. 31-43 of Annex I, JCPOA).

The E3 asserted that they have consistently sought to address Iran's non-compliance with the JCPOA since the United States withdrew from the agreement in May 2018. Various diplomatic efforts have been undertaken to maintain the integrity of the Plan, aiming to persuade Iran to resume its commitments after the country announced in May 2019 that it would suspend part of its implementation. In January 2020, the E3 activated the DRM and referred the issue to the Joint Commission. Such an action emphasized the commitment of European States to overcome the *impasse* through constructive dialogue. Despite the meetings and informal discussions, even at ministerial-level, the European requests have remained unheard. Also in the next two years, the E3 engaged in substantial negotiations in

order to normalize the relations and support the US's return to the JCPOA, but, according to the European States, also these additional efforts did not find a positive reply by Iran.

Following prolonged diplomatic engagements, including seven rounds of meetings within the past year, the E3 have concluded that Iran continues to neglect its commitments under the JCPOA. Consequently, before the expiration of the provisions of UNSCR 2231 (2015), France, Germany and the UK resolved to notify the Security Council of Iran's significant non-compliance and trigger the snap-back process as outlined in the resolution.

In another [joint letter](#), dated 2 September 2025, China, Russia and Iran replied to the European States, contesting the factual and legal basis for triggering the snap-back mechanism. In this reply, the three States noted that Iran's suspension of the implementation of the JCPOA commitments was a response to the US withdrawal. Moreover, the E3 cannot invoke para. 11 of resolution 2331 (2015) without fulfilling the requirements of para. 36 of the JCPOA and the convening of its Joint Commission to consider the communication of Germany, France and UK of January 2020. As the dispute resolution mechanism was not activated due to some procedural gaps, the current communication from the E3 cannot be considered as a notification made under para. 11 of the resolution. For these reasons, according to these countries, the notification would have been «null and void».

One week later, South Korea, acting as the President of the Security Council, shared a draft resolution to postpone the re-establishment of sanctions against Iran and continue negotiations involving the E3 and IAEA. Such a draft was based on a first document prepared in August by Russia and China, with the intention to delay for a six-month the period of application of resolution 2231. The text was then adjusted on the basis of comments received by other members of the Security Council.

In parallel, IAEA Director General announced, on 10 September, that Iran and the Agency reached an agreement on Practical Modalities for the Implementation of Safeguards. In the [statement](#), it is reported of a clear understanding with Iran on the submission of an Iranian report on the status of its stockpile of highly enriched uranium, followed by negotiations on a new inspection procedure for Iran's facilities. Notwithstanding the significance of the agreement, E3 position marked the lack of a mandatory timeline and verifiable commitments before the re-activation of the sanctions. In this context, the draft resolution advocated by Russia and China, as a more proper way to find a political settlement, failed to be adopted with four votes in favour (Algeria, China, Pakistan, Russia), nine against (Denmark, France, Greece, Panama, Sierra Leone, Slovenia, Somalia, UK, US), and two abstentions (Guyana and South Korea).

A new round of negotiations has been conducted besides the annual meeting of the UN General Assembly, including informal meetings with the newly elected members of the Security Council. After such meetings, China and Russia requested a vote on a new draft resolution, welcoming the Iran-IAEA agreement. As expected, the draft resolution, once again, was not adopted, as the vote of 26 September showed the same results of the previous one. Consequently, the snap-back has taken effect on 28 September, at the end of the 30-day period provided by resolution 2331.

4. Legal Considerations of Invoking the Activation of the Snap-Back Mechanism: US Actions as Fundamental Change or Circumstances or Material Breaches of the JCPOA?

The invocation of the snap-back mechanism by the European States, the subsequent replies from China, Russia, and Iran, and the draft resolution presented raise multifaceted

legal questions. China and Russia alleged arguments against the legitimacy of European States to invoke resolution 2231 as they failed to meet their own JCPOA obligations and re-imposing national sanctions. In particular, the US re-imposed secondary sanctions, namely measures producing extraterritorial effects, as they target the interests of natural and legal persons in third countries engaging in international trade, capital movements, and commercial activities with Iran (cfr. M. SOSSAI, *Sanzioni delle Nazioni Unite e organizzazioni regionali*, Roma, 2020; J. GALBRAITH, *President Trump Refuses to Recertify Iran Nuclear Deal, But No Sanctions Are Reimposed on Iran*, in *The American Journal of International Law*, 2018, pp. 120-125). Furthermore, Russia stressed that its participation at the Security Council meeting was only to vote in favour of the draft resolutions. China remarked that the European action was without legal basis and, from a political perspective, attributed the crisis to the US withdrawal from the JCPOA and its strikes on Iranian nuclear sites.

Given that the legal nature of the JCPOA has been widely debated in doctrine, it should be noted that some arguments seem to lean towards recognizing a non-binding character similar to a political agreement (cfr. D.H. JOYNER, *Iran's Nuclear Program and International Law. From Confrontation to Accord*, Oxford-New York, 2016; D.R. HAUPT, *Legal Aspects of the Nuclear Accord with Iran and Its Implementation: International Law Analysis of Security Council Resolution 2231 (2015)*, in J. BLACK-BRANCH, D. FLECK (eds), *Nuclear Non-Proliferation in International Law*, Vol. III, The Hague, 2016, pp 403-469; G. PASCALE, *Programma nucleare iraniano, Consiglio di sicurezza e unilateralismo statunitense*, in *Rivista di diritto internazionale*, 2020, pp. 757-788), while there are several authors who instead maintain its binding nature (cfr. E. CANNIZZARO, *The Iran Nuclear Deal and the Future of the European Foreign Policy*, in *European Papers*, 2018, pp. 3-5; M. IOVANE, *L'Accord de Vienne sur le nucléaire iranien et le rôle quasi législatif du Conseil de sécurité des Nations Unies*, in *Annuaire Français de Droit International*, 2018, pp. 163-190; M. SOSSAI, *The Dynamic of Action and Reaction' and the Implementation of the Iran Nuclear Deal*, in *Questions of International Law*, Zoom-In, 2020, pp. 5-22). Assuming this latter view is correct, one might wonder whether the United States' withdrawal from the JCPOA constitutes a violation of the *rebus sic stantibus* clause, such as to lead to the termination of the agreement. Indeed, it is important in this context to distinguish between the two legal concepts of withdrawal—as the right of a State, if provided for by the treaty or deducible from its nature, to release itself from the obligations under the agreement—and change of circumstances, as a justification allowing State parties to the agreement to terminate the agreement itself.

4.1. On the Fundamental Change of Circumstances

In principle, it is not possible to characterize the withdrawal as equivalent to a fundamental change of circumstances. International law tends to preserve stability; therefore, if one State decides to officially cease the implementation of obligations derived from a multilateral treaty, the others continue to be bound among themselves. The mere act of withdrawal of a State from a multilateral treaty is not automatically considered a fundamental change of circumstances. However, there are very specific exceptions. Looking at Article 62 of the 1969 Vienna Convention on the Law of Treaties (VCLT), which governs this matter, the general rule is that the departure of a single member does not prejudice the existence of the treaty for the others. The withdrawal of a State may be invoked as a ground for the termination or suspension of the treaty by the other contracting parties (*ex* Article 62) only if two strict and cumulative conditions are met: the participation of that specific withdrawing State constituted the essential basis for which the other States had agreed to be bound, and

the withdrawal radically transforms the extent of the obligations still to be performed under the treaty. Therefore, a State's withdrawal becomes a fundamental change of circumstances only if it upsets the balance of the treaty in such a way that the latter loses its *raison d'être* for the remaining parties.

Since the adoption of the Draft Articles on the Law of Treaties, in 1966, the International Law Commission (ILC) stressed the exceptional and limited character of the application of the *rebus sic stantibus* clause (ILC, *Draft Articles on the Law of Treaties with commentaries*, in *Yearbook of the International Law Commission*, 1966, Vol. II, p. 258). The ILC deliberately framed the principle in negative terms, emphasizing that the termination is an exception. This restrictive approach was affirmed by the International Court of Justice (ICJ) in the *Gabčíkovo-Nagymaros Project* case (Hungary/Slovakia). The Court held that the plea of fundamental change must be applied only in exceptional cases to preserve the integrity of treaty obligations (in *ICJ Reports 1997*, para. 104). The mentioned parameter represents a high threshold against the unilateral withdrawn from a treaty.

Furthermore, the change must concern circumstances that existed at the time of the conclusion of the treaty and that were unforeseeable. If the treaty anticipates a potential change, such as the periodical renegotiation of specific provisions, such a principle cannot be invoked. To consider a withdrawal of a party as a fundamental change of circumstances, the presence of all original members (namely the specific circumstance that led to the conclusion of the treaty) must have been the essential element that led parties' to give their consent to be bounded. This is the subjective element of the test, proving that the change must strike at the very roots of why the parties agreed to the treaty in the first place. This aligns with the ILC's view that in certain multilateral treaties (distinct from general law-making treaties), the participation of a specific group of states is the *conditio sine qua non* of the agreement. If one key member withdraws, the scope of the treaty for the remaining members may collapse.

In addition, the change must have the effect of radically transforming the extent of the obligations remaining to be performed. It is not sufficient for the performance to become more difficult or costly (supervening onerousness); it must become something different from what was agreed. The legal standard requested is high, and requires that the change must result in a radical transformation of the extent of the obligation to be performed, thus becoming something essentially different from what was originally undertaken, not merely more expensive or politically inconvenient. In the *Fisheries Jurisdiction* case (UK v. Iceland), the ICJ clarified that changes in fishing techniques or economic reliance on fisheries, while significant, did not radically altered the obligation to respect jurisdictional limits (in *ICJ Reports 1973*, para. 43). Similarly, in *Gabčíkovo-Nagymaros* case, previously recalled, the Court refuse to consider radical political changes (as the fall of communism was) or economic considerations as a fundamental change of circumstances that could lead to reconsider the realization of the joint project regulated by the treaty. Finally, a State cannot invoke the *rebus sic stantibus* clause if the change is caused by itself, due to a breach of the treaty.

From a substantive point of view, the US withdrawal did not create a fundamental change that emptied the agreement of meaning for Iran. It is true that, without the US, Iran found itself in the paradoxical situation of having to respect very strict commitment concerning nuclear restrictions without receiving the promised economic benefit in return, but the obligations assumed by Iran nevertheless remain in force regarding the other parties to the agreement. While the US withdrawal deeply impacted the political effectiveness of the JCPOA, it fails to meet the high legal threshold for *rebus sic stantibus* on some specific grounds:

foreseeability and supervening onerousness.

The US withdrawal and the snap-back of secondary sanctions made it incredibly costly and difficult for the remaining parties to deliver the promised economic benefits to Iran. The nature of the obligation (lifting sanctions in exchange for nuclear compliance) remained legally possible. The EU could still lift its own sanctions and could still trade with Iran. Because performance was merely “more difficult or costly” rather than impossible or “radically different”, the threshold is not met.

In addition, while the US was one of the principal promoters of the JCPOA, its participation was not the sole essential basis for the treaty’s existence in the strict legal sense required by the Vienna Convention. Following the US withdrawal in 2018, the remaining participants reaffirmed their commitment to the deal and adopted measures to attempt to keep the JCPOA effective. The EU adopted the so-called *Blocking Statute* (Regulation 2271/96) to counteract the extraterritorial effects of third-country sanctions, specifically activated and updated to counter US secondary sanctions (see F. SALERNO, *La “legislazione di blocco” nella prospettiva internazionalprivatistica*, in *Cuadernos de Derecho Transnacional*, 2024, pp. 1374-1389; D. VENTURA, *Contemporary Blocking Statutes and Regulations in the Face of Unilateral and Extraterritorial Sanctions*, in C. BEAUCILLON (ed.), *Research Handbook on Unilateral and Extraterritorial Sanctions*, Cheltenham-Northampton, 2021, pp. 221-238). In addition, in 2019 it has been created the INSTEX (Instrument in Support of Trade Exchanges) to facilitate legitimate trade with Iran, bypassing sanctions by avoiding US dollars and SWIFT (P.S. MORRIS (ed.), *Economic Sanctions under International Law: Trade Continuity with Special Purpose Vehicles*, New York, 2024). The fact that the JCPOA continued to operate without the US proves that its scope did not automatically collapse upon US withdrawal. The survival of the framework demonstrates that the essential basis was the multilateral containment of nuclear proliferation, not solely the US presence.

4.2. *On the Material Breach of the JCPOA*

In international law, the US withdrawal could be best characterized as a material breach, governed by Article 60 of the VCLT, not Article 62, because the “change” in circumstances discussed in previous paragraph was caused by a specific act of the US administration, which could constitute a violation of the JCPOA, not a neutral change in the environment. Thus, rather than invoking «change of circumstances» it would perhaps be more correct to frame the US withdrawal as a material breach. While the US argued the JCPOA was a «political commitment» rather than a treaty to avoid domestic legal hurdles, it could be classified as a binding agreement (especially given its endorsement by UN Security Council Resolution 2231).

The US administration ceased the waiver of sanctions, as to say the core performance required of it, and explicitly declared it would no longer participate in the JCPOA. In bilateral treaties, a breach by one party allows the other to terminate. However, the JCPOA is multilateral. The VCLT has complex rules to prevent one the state’s breach from collapsing the entire web of relations for everyone else. Article 60, para. 2, let. b) of the VCLT allows a party “specially affected by the breach” to invoke it as grounds for suspending the operation of the treaty in whole or in part in the relations between itself and the withdrawing State. Iran is undeniably specially affected, as it is the primary target of the US re-imposed sanctions. This situation gave Iran the legal right to suspend its performance vis-à-vis the US. However, since the US had already left the JCPOA, this was of little practical value.

Critically, Iran did not rely solely on the general provisions of the VCLT. It relied also on the text of the JCPOA, as *lex specialis*, which contained a specific clause for this eventuality. Paragraph 36 allowed a party to consider a «significant non-performance» by the other (in this case, the US withdrawal and sanctions) as grounds to cease performing its obligations, in whole or in part. Iran formally triggered this mechanism to register its complaint. When the mechanism failed to resolve the issue (because the US refused to return into the JCPOA), Iran argued it had exhausted its remedies and began a «calibrated reduction» of compliance (increasing enrichment).

However, even if the US breached the obligations of the JCPOA, the agreement did not end, as stated by Article 60, para. 2, let. a), of the VCLT, according to which, to terminate a multilateral treaty based on a breach, the unanimous agreement of all other parties is required. As already mentioned, the E3, Russia, and China did not agree to terminate the JCPOA, but they wanted to preserve the non-proliferation framework. Because of this lack of unanimity, the treaty remained in force for the other participants.

5. Final Remarks

As we have seen, tension escalates over the Iranian nuclear program, and the snap-back mechanism established by the Security Council has represented a tool for the international community to address non-compliance. However, the complexities surrounding this mechanism highlighted the challenges of balancing national and international interests. Even with the re-imposition of sanctions, negotiations remain paramount to mitigate nuclear risks and foster a stable environment in the Middle East. A collaborative approach that considers all stakeholders' interests and concerns may provide a pathway to a new more sustainable deal.

In the last years, Iran has effectively become a Nuclear Threshold State. IAEA data paint a picture that the 2015 treaty sought to prevent, with uranium enrichment previously capped at 3.67%. Today, Iran is enriching uranium to 60%. Moreover, technically speaking, the gap between 60% and 90% (weapons-grade for a bomb) is a matter of weeks. Furthermore, regarding centrifuges, the treaty permitted only the older IR-1 models, whereas today Iran employs cascades of advanced centrifuges (IR-6, IR-4) that are much faster.

Iran has also threatened that if the Europeans were to trigger the snap-back mechanism, it would withdraw from the Nuclear Non-Proliferation Treaty (NPT). However, it is important to recall that if Iran were to withdraw from the NPT – as North Korea did in 2003 (see E. CANNIZZARO, *Recesso dal Trattato sulla non proliferazione nucleare e minaccia alla pace*, in *Rivista di diritto internazionale*, 2006, pp. 1079-1082) – two requirements must be satisfied: the occurrence of extraordinary events somehow attributable to the matter regulated by the agreement, and the State's evaluation of these events as likely to harm the country's supreme interests. Further limits on the State's declaration of withdrawal consist of the exclusion of any immediate effect of said withdrawal and the obligation to apply treaties in good faith, as indicated by Article 26 of the 1969 Vienna Convention on the Law of Treaties (cfr. A. PIETROBON, *Strumenti giuridici internazionali per la lotta alla proliferazione di armi di sterminio di massa: una valutazione dal punto di vista dell'effettività*, in M.L. PICCHIO FORLATI (a cura di), *Controllo degli armamenti e lotta al terrorismo tra Nazioni Unite, Nato e Unione Europea*, Padova, 2007, pp. 153-201, especially p. 173; D. FLECK, *State Responsibility Consequences of Termination of or Withdrawal from Non-Proliferation Treaties*, in D.H. JOYNER, M. ROSCINI (eds), *Non-Proliferation Law as a Special Regime. A Contribution to Fragmentation Theory in International Law*, Cambridge,

2012, pp 250-269; D.H. JOYNER, *International Law and the Proliferation of Weapons of Mass Destruction*, Oxford-New York, 2009). In general, one gets the impression that the real chances of invoking the change in circumstances as a cause for the termination of the treaty on nuclear disarmament or non-proliferation are few (see also G. PASCALE, *Il mutamento delle circostanze nel diritto dei trattati*, Napoli, 2024, pp. 266-267).

Furthermore, it should be considered that reinstating sanctions could lead to increased humanitarian crises within Iran, impacting civilian populations and potentially sparking broader unrest. The ICJ has taken this stance, assessing the concrete effects of the US withdrawal from the JCPOA by examining the humanitarian and economic consequences of the re-imposed sanctions. The Court ordered the US to remove any impediments—and thus suspend sanctions—concerning medicines and medical devices, foodstuffs and agricultural commodities, and spare parts necessary for the safety of civil aviation. Indeed, the ICJ deemed it “plausible” that the US sanctions, re-imposed following the withdrawal from the JCPOA, violated the obligations not to impede trade and humanitarian relations as stipulated in the 1955 Treaty of Amity between the US and Iran (R. VIRZO, *La Corte internazionale di giustizia e l'incompatibilità con fini umanitari di talune sanzioni economiche unilaterali*, in *Ordine internazionale e diritti umani*, 2019, pp. 292-307). The resulting instability could create fertile ground for extremist groups, complicating efforts to achieve lasting peace in the region.

Lastly, the international community must also contend with the implications of a fractured JCPOA. In this context, a failure to manage Iran’s nuclear ambitions could embolden other States in the region, potentially instigating an arms race and undermining the non-proliferation regime established by the NPT. The snap-back mechanism has demonstrated limitations in light of recent actions by the US administration. At this point, it appears necessary to go back to the drawing board, begin new negotiations and consider another guarantee mechanism that can address the international community’s need to effectively prevent the use of nuclear energy for aggressive purposes while also supporting Iran’s energy development and the stability in a region of ongoing global concern.

GIANFRANCO GABRIELE NUCERA