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**International Atomic Energy Agency, Jamaica
and
United States of America**

Agreement between the International Atomic Energy Agency, the Government of Jamaica and the Government of the United States of America for assistance in securing low enriched uranium for a research reactor (with annex). Vienna, 2 May 2013 and 16 December 2013, and Geneva, 25 November 2013

Entry into force: *16 December 2013 by signature, in accordance with article XI*

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**Agence internationale de l'énergie atomique, Jamaïque
et
États-Unis d'Amérique**

Accord entre l'Agence internationale de l'énergie atomique, le Gouvernement de la Jamaïque et le Gouvernement des États-Unis d'Amérique concernant une assistance pour l'obtention d'uranium faiblement enrichi destiné à un réacteur de recherche (avec annexe). Vienne, 2 mai 2013 et 16 décembre 2013, et Genève, 25 novembre 2013

Entrée en vigueur : *16 décembre 2013 par signature, conformément à l'article XI*

Texte authentique : *anglais*

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**AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE
GOVERNMENT OF JAMAICA AND THE GOVERNMENT OF THE UNITED STATES OF
AMERICA FOR ASSISTANCE IN SECURING LOW ENRICHED URANIUM FOR A
RESEARCH REACTOR**

WHEREAS the Government of Jamaica (hereinafter called "Jamaica"), desiring to convert the core of the low power critical experiment reactor of the type known as Slowpoke II (hereinafter called the "reactor") from the use of high enriched uranium fuel to the use of low enriched uranium (hereinafter called "LEU") fuel, has requested the assistance of the International Atomic Energy Agency (hereinafter called the "IAEA") in securing the transfer of LEU fuel for the reactor;

WHEREAS under the Agreement for Cooperation between the IAEA and the United States of America, concluded on 11 May 1959, as amended (hereinafter called the "Cooperation Agreement"), the Government of the United States (hereinafter called "United States") undertook to make available to the IAEA pursuant to the Statute of the IAEA (hereinafter called the "Statute") certain quantities of special fissionable material, and also undertook, subject to various applicable provisions and licence requirements, to permit, upon request of the IAEA, persons under the jurisdiction of the United States to make arrangements to transfer and export materials, equipment or facilities for Members of the IAEA in connection with an IAEA-assisted project;

WHEREAS Jamaica, on 6 November 1978, concluded with the IAEA an Agreement for the Application of Safeguards in Connection with the Treaty for the Prohibition of Nuclear Weapons in Latin America and the Caribbean and the Treaty on the Non-Proliferation of Nuclear Weapons (hereinafter called the "Safeguards Agreement");

WHEREAS Jamaica and the United States reaffirm their support of the objectives of the Statute and their commitment to ensuring that the international development and use of nuclear energy for peaceful purposes are carried out under arrangements that, to the maximum extent, will prevent the proliferation of nuclear explosive devices;

NOW THEREFORE, the IAEA, Jamaica and the United States (hereinafter called "the Parties") hereby agree as follows:

ARTICLE I

Definition of the Project

1. The project which is the subject of this Agreement is the supply by the United States, through the IAEA, of LEU fuel to Jamaica for the operation of the reactor, which is located at the University of the West Indies at Kingston, Jamaica.
2. This Agreement shall apply, *mutatis mutandis*, to any additional assistance provided by the IAEA to Jamaica for the project.
3. Except as specified in this Agreement, neither the IAEA nor the United States shall assume any obligations or responsibilities insofar as the project is concerned. Jamaica shall assume full responsibility for any claims arising out of its activities in connection with the project.

ARTICLE II

Supply of Low Enriched Uranium

1. The IAEA, pursuant to Article IV of the Cooperation Agreement, shall request the United States to permit the transfer and export to Jamaica of approximately 9 kilograms of uranium enriched to less than 20 per cent by weight in the isotope uranium-235 (hereinafter called the "supplied material") contained in fuel elements at no cost to Jamaica or the IAEA, for use in the continued operation of the reactor.
2. The United States shall, subject to the provisions of the Cooperation Agreement, approve the transfer specified in paragraph 1 above and shall transfer title to the supplied material to the IAEA upon arrival of the material in Jamaica, and the IAEA shall thereafter immediately and automatically transfer the title to Jamaica.
3. The supplied material and any special fissionable material produced through its use, including subsequent generations of produced special fissionable material, shall be used exclusively for the reactor and shall remain at the University of the West Indies at Kingston, Jamaica, unless the United States and Jamaica otherwise agree.
4. The supplied material and any special fissionable material produced through its use, including subsequent generations of produced special fissionable material, shall be stored or reprocessed or otherwise altered in form or content only under conditions and in facilities acceptable to the Parties. Such material shall not be further enriched unless the Parties otherwise agree.
5. The particular terms and conditions for the transfer of supplied material, including charges for or connected with such material, a schedule of deliveries and shipping instructions, shall be specified in a contract to be concluded between Jamaica and the United States in implementation of this Agreement.

ARTICLE III

Transport, Handling and Use

1. Jamaica and the United States shall take all appropriate measures to ensure the safe transport, handling and use of the supplied material. Upon arrival in Jamaica, such measures shall be the responsibility of Jamaica.
2. Neither the United States nor the IAEA warrants the suitability or fitness of the supplied material for any particular use or application. Neither the United States nor the IAEA shall at any time bear any responsibility towards Jamaica or any person for any claim arising out of the transport, handling or use of the supplied material.

ARTICLE IV

Safeguards

1. Jamaica undertakes that the supplied material and any special fissionable material produced through the use of the supplied material, including subsequent generations of produced special fissionable material, shall not be used for the manufacture of any nuclear weapon or any nuclear explosive device, or for research on or the development of any nuclear weapon or any nuclear explosive device, or in such a way as to further any military purpose.
2. The safeguards rights and responsibilities of the IAEA provided for in Article XII.A of the Statute are relevant to the project and shall be implemented and maintained with respect to the project. Jamaica shall cooperate with the IAEA to facilitate the implementation of the safeguards required by this Agreement.
3. The IAEA safeguards referred to in paragraph 2 of this Article shall, in respect to Jamaica, for the duration of this Agreement, be implemented pursuant to the Safeguards Agreement.
4. Article XII.C of the Statute shall apply with respect to any non-compliance by Jamaica with the provisions of this Agreement.

ARTICLE V

Safety Standards and Measures

The safety standards and measures specified in the Annex to this Agreement shall apply to the project.

ARTICLE VI

IAEA Inspectors

The relevant provisions of the Safeguards Agreement shall apply to IAEA inspectors performing functions pursuant to this Agreement.

ARTICLE VII

Scientific Information

In conformity with Article VIII.B of the Statute, Jamaica shall make available to the IAEA without charge all scientific information developed as a result of the assistance provided by the IAEA for the project.

ARTICLE VIII

Languages

All reports and other information required for the implementation of this Agreement shall be submitted to the IAEA in one of the working languages of the IAEA Board of Governors.

ARTICLE IX

Physical Protection

1. Jamaica undertakes that adequate physical protection measures and systems shall be maintained with respect to the supplied material and any special fissionable material produced through the use of the supplied material, including subsequent generations of produced special fissionable material.
2. The measures and systems referred to in paragraph 1 above shall, as a minimum, provide the protection set forth in IAEA Nuclear Security Series No. 13, entitled "Nuclear Security Recommendations on Physical Protection of Nuclear Material and Nuclear Facilities (INFCIRC/225/Revision 5)", as it may be revised from time to time, and comply with the following requirements:
 - (a) Jamaica shall have in place an established physical protection regime for the supplied material and any special fissionable material produced through the use of the supplied material, including subsequent generations of produced special fissionable material, and for any nuclear facility while using or storing such material;
 - (b) Jamaica shall protect against unauthorized removal of the supplied material and any special fissionable material produced through the use of the supplied material, including subsequent generations of produced special fissionable material, while in use and storage;
 - (c) Jamaica shall protect against sabotage the supplied material and any special fissionable material produced through the use of the supplied material, including subsequent generations of produced special fissionable material, while in use and storage, and any nuclear facility while using or storing such material; and
 - (d) Jamaica shall protect against unauthorized removal and sabotage during transport of the supplied material and any special fissionable material produced through the use of the supplied material, including subsequent generations of produced special fissionable material.