

No. 7582

**INTERNATIONAL ATOMIC ENERGY AGENCY
and
ARGENTINA**

Agreement (with annex) for assistance by the Agency to Argentina in establishing a research and isotope production reactor project. Signed at Vienna, on 2 December 1964

Official texts: English and Spanish.

Registered by the International Atomic Energy Agency on 8 February 1965.

**AGENCE INTERNATIONALE DE L'ÉNERGIE ATOMIQUE
et
ARGENTINE**

**Accord (avec annexe) concernant l'aide de l'Agence pour un réacteur de recherche et de production de radioisotopes.
Signé à Vienne, le 2 décembre 1964**

Textes officiels anglais et espagnol.

Enregistré par l'Agence internationale de l'énergie atomique le 8 février 1965.

No. 7582. AGREEMENT¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF THE ARGENTINE REPUBLIC FOR ASSISTANCE BY THE AGENCY TO ARGENTINA IN ESTABLISHING A RESEARCH AND ISOTOPE PRODUCTION REACTOR PROJECT. SIGNED AT VIENNA, ON 2 DECEMBER 1964

WHEREAS the Government of the Argentine Republic (hereinafter called "Argentina"), desiring to continue, with the assistance of the International Atomic Energy Agency (hereinafter called the "Agency"), a project for research on, and the practical application of, atomic energy for peaceful purposes, has requested the Agency to assist it in obtaining title to a portion of the enriched uranium required for the reactor, which material Argentina is at present leasing from the Government of the United States of America (hereinafter called the "United States") ;

WHEREAS the Board of Governors of the Agency approved the project on 1 December 1964, and the Agency, Argentina and the United States Atomic Energy Commission acting on behalf of the United States are this day concluding a contract² for the transfer of title to certain enriched uranium for the research reactor (hereinafter called the "Title Transfer Agreement") ;

NOW, THEREFORE, the Agency and Argentina hereby agree as follows :

Article I

DEFINITION OF THE PROJECT

Section 1. The project to which this Agreement relates is the operation of the 5-megawatt Argentine Experimental and Isotope Production Reactor (hereinafter called the "RAEP reactor") and its associated facilities, to be operated by the Argentine National Atomic Energy Commission at the Ezeiza Atomic Centre in the Province of Buenos Aires. The project also includes the fabrication of the nuclear material supplied hereunder into fuel elements for the RAEP reactor, to be carried out by

¹ Came into force on 2 December 1964, upon signature, in accordance with article X, section 15.

² See p. 51 of this volume.

the Argentine Commission at the Constituyentes Atomic Centre in Buenos Aires (hereinafter called the "processing facility").

Article II

SUPPLY OF SPECIAL FISSIONABLE MATERIAL

Section 2. The Agency hereby allocates to the project described in Article I, and provides for the transfer to Argentina of title to the enriched uranium specified in the Title Transfer Agreement (hereinafter called the "supplied material") pursuant to the terms of that Agreement, which constitutes an integral part of this Agreement to the extent that it creates rights and obligations between the Agency and Argentina.

Section 3. Within thirty days of the transfer of title to the supplied material pursuant to the Title Transfer Agreement, the Agency may verify the precise quantity and enrichment of the supplied material. The entire cost of any such verification, including the costs of any fuel elements destroyed, shall be borne by the Agency. If, consequent upon such a verification, the Agency and Argentina should be unable to reach agreement with respect to the quantity or enrichments of the supplied material, either party may, within thirty days of the submission of the results of such verification by the Agency to Argentina, request that a determination be made by a laboratory agreed upon by both parties. The laboratory may perform any tests or analyses that it may deem necessary, and both parties agree to facilitate its work in every way. The results of the determination by the laboratory shall be considered as final and binding on both parties. The costs of such determination shall be borne equally by the parties, except that if the measurements insisted on by either party are confirmed by the laboratory such party shall not be obliged to bear a share of the related costs.

Article III

AGENCY SAFEGUARDS AGAINST DIVERSION

Section 4. Argentina agrees that the RAEP reactor and the supplied material, and any special fissionable material produced by their use, shall not be used in such a way as to further any military purpose.

Section 5. It is hereby agreed and specified that the rights and responsibilities provided for in paragraph A of Article XII of the Statute¹ of the Agency are relevant to the project, provided that sub-paragraphs 1, 3, 4 and 6 of that paragraph shall

¹ United Nations, *Treaty Series*, Vol. 276, p. 3, and Vol. 471, p. 334.

be implemented, with respect to the items to which Agency safeguards are attached pursuant to Section 6, in accordance with the procedures established under the Agreement of 2 December 1964¹ between the Agency, Argentina and the United States for the Application of Safeguards, as long as that Agreement and the necessary procedures under it are in effect. In the absence of such procedures under that Agreement, appropriate provisions shall be established in accordance with the second sentence of Section 8. The attachment of safeguards shall be terminated or suspended in accordance with paragraphs 38 and 39 of document INFCIRC/26 (hereinafter called the "Safeguards Document").

Section 6. Agency safeguards shall be attached to :

- (a) The supplied material, provided that, if Argentina so requests, such portion of the material shall be exempted so that the lower limit stated in paragraph 32 (b) of the Safeguards Document shall not be exceeded thereby, taking into account all relevant special fissionable material ;
- (b) The reactor facility, consisting of the RAEP reactor and its associated facilities ;
- (c) The special fissionable material produced either in the portion of the supplied material to which Agency safeguards are attached or under the conditions specified in paragraph 33 of the Safeguards Document.

Article IV

HEALTH AND SAFETY MEASURES

Section 7. The health and safety measures specified in the Annex² shall be applied to the project.

Article V

CHANGES IN THE PROJECT

Section 8. Should Argentina desire to use or store the supplied material outside the processing facility or the RAEP reactor and its associated facilities, or to use significant amounts of other source or special fissionable material in the reactor, or to process or to arrange for the processing of any supplied or produced material after irradiation, or to send any such material out of Argentina or to change the design of the processing facility, of the reactor or of its associated facilities, then Argentina shall inform the Agency sufficiently in advance to permit the Agency to prepare any necessary supplementary safeguards provisions and health and safety measures before the operation in question takes place. Subject to paragraph A of Article XII of the Statute and to any relevant principles that have been or may be established

¹ According to the information provided by the International Atomic Energy Agency, this Agreement has not yet entered into force.

² See p. 40 of this volume.