

No. 48845

**Argentina
and
United States of America**

Agreement between the Government of the Argentine Republic and the Government of the United States of America concerning cooperation to prevent the illicit trafficking in nuclear and other radioactive material (with agreed minute). Washington, 13 April 2010

Entry into force: *13 April 2010 by signature, in accordance with article VI*

Authentic texts: *English and Spanish*

Registration with the Secretariat of the United Nations: *Argentina, 16 August 2011*

**Argentine
et
États-Unis d'Amérique**

Accord entre le Gouvernement de la République argentine et le Gouvernement des États-Unis d'Amérique relatif à la coopération en vue de prévenir le trafic illicite de matières nucléaires et d'autres matières radioactives (avec procès-verbal approuvé). Washington, 13 avril 2010

Entrée en vigueur : *13 avril 2010 par signature, conformément à l'article VI*

Textes authentiques : *anglais et espagnol*

Enregistrement auprès du Secrétariat des Nations Unies : *Argentine, 16 août 2011*

[ENGLISH TEXT – TEXTE ANGLAIS]

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE ARGENTINE REPUBLIC
AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
CONCERNING COOPERATION TO PREVENT THE ILLICIT TRAFFICKING
IN NUCLEAR AND OTHER RADIOACTIVE MATERIAL

The Government of the Argentine Republic and the Government of the United States of America (hereinafter referred to as the “Parties”);

Recognizing the high volume of trade between the Port of Buenos Aires and seaports in the United States, and Argentina’s role as a transport hub for cargo originating in many countries;

Being convinced of a need to detect, deter, and where necessary, to interdict illicit trafficking in nuclear and other radioactive material, including terrorist attempts to disrupt global trade or to attempt to make use of commercial shipping to further terrorist schemes;

Taking into account the U.S. Container Security Initiative, which is designed to safeguard global maritime trade by enhancing cooperation at seaports worldwide to identify and examine high-risk containers and ensure their in-transit integrity; and

Noting the Agreement for Scientific and Technical Cooperation between the Government of the Argentine Republic and the Government of the United States of America, done April 7, 1972 (“the 1972 Agreement”);

Have agreed as follows:

I. SCOPE OF COOPERATION

1. The Government of the United States of America, through the National Nuclear Security Administration of the U.S. Department of Energy (DOE), may provide technical assistance at no cost to the Government of the Argentine Republic (Argentine Government), through its Implementing Agency, Administración Federal de Ingresos Públicos - Dirección General de Aduanas (hereinafter AFIP), in the form of equipment and materials, as well as training and services, for use at the Ports of Buenos Aires and Dock Sud for the purpose of detecting and interdicting illicit trafficking in special nuclear material and other radioactive material.
2. As used herein, "special nuclear material" means plutonium, and uranium enriched to 20 percent or more in the isotope U-235. "Other radioactive material" includes, but is not limited to, radioactive sources suitable for use in radiological dispersal devices.
3. DOE's technical assistance may include:
 - a. delivery and installation at terminal facilities in the Ports of Buenos Aires and Dock Sud, of equipment adapted as appropriate for customs control conditions (including testing, setup, and demonstration of the equipment);
 - b. delivery of spare parts kits, test equipment and other maintenance equipment to maintain the DOE-supplied equipment;
 - c. training of appropriate personnel of the Argentine Government in detection of special nuclear material and other radioactive material, and in the proper use and maintenance of the equipment provided by DOE;
 - d. support for maintenance of the equipment provided by DOE, as set forth in a written maintenance and sustainability plan mutually agreed by DOE and AFIP; and
 - e. additional areas of cooperation of mutual interest to DOE and AFIP.
4. The Argentine Government shall use the equipment and material received, and the training and services provided in accordance with this Agreement, only to implement measures to detect and identify special nuclear material and other radioactive material for the purpose of preventing their illicit trafficking.

5. Upon reasonable request by DOE, representatives of DOE shall be permitted to make technical evaluations of the equipment supplied under this Agreement starting from the deployment date of the equipment.
6. DOE and AFIP may conduct technical workshops, consultations, site surveys, verification inspections and acceptance testing of materials and installed equipment. Joint working groups of technical experts may be formed to exchange technical information and to make proposals on technical and training matters to ensure the effective implementation of this Agreement.
7. The terms and conditions under which assistance may be provided under this Agreement will be set forth in contracts or other written arrangements between DOE and AFIP or their designated implementing agents. In case of any inconsistency between these contracts or other written arrangements and this Agreement the provisions of this Agreement shall prevail.
8. Each Party may, following written notification to the other Party, delegate responsibilities for the implementation of this Agreement to other ministries, agencies, departments or units of its respective Government.

II. INFORMATION

The AFIP shall furnish the United States Government, through representatives of U.S. Customs and Border Protection of the U.S. Department of Homeland Security present in Argentina, with data on detections or seizures of special nuclear material and of other radioactive material made as a result of the use of the equipment and materials supplied under this Agreement. Such data shall be provided in a format and according to a schedule determined by the Implementing Agencies, and in accordance with other terms and conditions decided by the Parties.

III. TRANSFER OF EQUIPMENT

Unless the written consent of the DOE has first been obtained, the AFIP shall not transfer title to, or possession or use of, any equipment provided by the DOE pursuant to this Agreement, other than to other ministries, agencies, departments or other units of the Argentine Government.

IV. TAX AND CUSTOMS TREATMENT OF ASSISTANCE

1. In accordance with the law of the Argentine Republic and any amendments thereto, and pursuant to Article VII, paragraph 2 of the 1972 Agreement, which provision the Parties agree shall apply to the export and import of commodities (including without limitation materials, articles, supplies, goods, equipment and other property) for use under this Agreement, technical assistance provided by the Government of the United States of America (U.S. Government) at no cost to the Argentine Government under this Agreement, including commodities purchased in the Argentine Republic with funds provided by the U.S. Government under this Agreement, shall be exempt from all taxes (including value-added taxes), customs duties, or other charges imposed by the Argentine Government or any subdivisions or instrumentalities thereof.
2. If the exemptions provided for under the law of the Argentine Republic or under the 1972 Agreement are not applied, the Argentine Government shall be responsible for paying or reimbursing the U.S. Government in full for those taxes, duties or other charges.

V. GENERAL PROVISIONS

1. Each Party shall conduct the cooperation under this Agreement in accordance with its own laws and regulations and applicable international agreements to which it is party.
2. Provision of assistance by the U.S. Government pursuant to this Agreement shall be subject to the availability of funds appropriated for this purpose.
3. All questions and/or disputes regarding the interpretation or application of this Agreement shall be resolved by consultations between the Parties.

VI. ENTRY INTO FORCE, DURATION, AMENDMENT AND TERMINATION

1. This Agreement shall enter into force upon signature and, subject to paragraph 3 of this Article, shall remain in force for a period of five years. It shall be automatically extended thereafter for five years, unless terminated in accordance with paragraph 3.