

No. 5392

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**UNITED STATES OF AMERICA  
and  
ARGENTINA**

**Exchange of notes constituting an agreement relating to a grant for procurement of nuclear research and training equipment and materials. Buenos Aires, 9 September 1959 and 23 May 1960**

*Official texts: English and Spanish.*

*Registered by the United States of America on 22 October 1960.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
ARGENTINE**

**Échange de notes constituant un accord relatif à l'octroi d'un don en vue de l'acquisition de matériel et de matières pour la recherche et la formation nucléaires. Buenos Aires, 9 septembre 1959 et 23 mai 1960**

*Textes officiels anglais et espagnol.*

*Enregistré par les États-Unis d'Amérique le 22 octobre 1960.*

No. 5392. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND ARGENTINA RELATING TO A GRANT FOR PROCUREMENT OF NUCLEAR RESEARCH AND TRAINING EQUIPMENT AND MATERIALS. BUENOS AIRES, 9 SEPTEMBER 1959 AND 23 MAY 1960

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I

*The American Ambassador to the Argentine Minister for Foreign Affairs and Worship*

No. 21.

Buenos Aires, September 9, 1959

Excellency :

I have the honor to refer to the notes from the Ministry for Foreign Affairs and Worship of Argentina dated June 6, June 23, and October 20, 1958, and March 23, 1959,<sup>2</sup> concerning a possible grant to the Government of Argentina by the Government of the United States to assist in the acquisition of certain nuclear research and training equipment and materials. It now gives me pleasure, on behalf of my Government, to confirm that the grant in question has been approved.

With reference to our discussions concerning this subject, I am listing below the understandings reached by us concerning the basis on which the funds pertaining to this grant are to be furnished :

1. The equipment and materials to be acquired in accordance with this note are for peaceful purposes only, and it is agreed that they will be used for no other purpose.

2. The Government of Argentina will procure, or arrange for the procurement of, all equipment and materials to be financed under this agreement. The Government of Argentina will meet the costs of transportation, insurance while in transit, installation, and operation of this equipment and material.

3. The Government of Argentina will take such measures as may be necessary to insure that at least 50 per cent of the gross tonnage of equipment and materials which are financed under this agreement and which may be transported on ocean vessels will be transported on United States-flag vessels, to the extent that such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

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<sup>1</sup> Came into force on 23 May 1960 by the exchange of the said notes.

<sup>2</sup> Not printed by the Department of State of the United States of America.

4. It is agreed by the two Governments that funds obtained from the Government of the United States will be available only to purchase such equipment and materials, or their equivalents, and in amounts not in excess of such prices as may be established by the United States Atomic Energy Commission. In accordance with this understanding, any difference between the amount established by the commission and the actual cost of any particular item may not be applied toward the purchase of other items.

5. It is agreed that the manner and procedures for reimbursement to the Government of Argentina for procurement of equipment and materials as provided in this note shall be those established by the United States Atomic Energy Commission. The Government of Argentina will be promptly informed in this regard.

6. The Government of Argentina has kindly undertaken to furnish copies of technical publications which derive from the use of equipment and materials financed under this agreement, and it is agreed that these publications will be provided from time to time to the Government of the United States.

7. Inasmuch as the Government of Argentina has expressed a desire to provide an appropriate plaque acknowledging the assistance of the Government of the United States, it is agreed that such a plaque will be permanently displayed in the laboratory in which the equipment and materials financed under this agreement are located.

8. It is agreed that the Government of Argentina shall indemnify and save harmless the Government of the United States against any and all liabilities from any cause whatsoever, including third party liabilities, which may result from the operation or use of any equipment and materials furnished under this agreement.

If these understandings are acceptable to the Government of Argentina, this note and Your Excellency's reply in concurrence shall constitute an agreement between our two Governments which shall enter into force on the date of Your Excellency's reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Willard BEAULAC

His Excellency Dr. Diogenes Taboada  
Minister for Foreign Affairs and Worship  
Buenos Aires

## II

*The Acting Under Secretary, Argentine Ministry of Foreign Affairs and Worship,  
to the American Ambassador*

[SPANISH TEXT — TEXTE ESPAGNOL]

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

PODER EJECUTIVO NACIONAL  
MINISTERIO DE RELACIONES EXTERIORES  
Y CULTO

NATIONAL EXECUTIVE POWER  
MINISTRY OF FOREIGN RELATIONS  
AND WORSHIP

D.O.I.y T.  
D.N.U.

D.O.I. and T.  
D.N.U.

No 868

No. 868

Buenos Aires, 23 de mayo de 1960

Buenos Aires, May 23, 1960

Señor Embajador :

Mr. Ambassador :

Tengo el agrado de dirigirme a V.E. con referencia a la nota N° 21, del 9 de septiembre último, relativa al ofrecimiento de material e instrumental de estudio e investigación nuclear realizado por el Gobierno de los Estados Unidos de América, con destino a instituciones nacionales especializadas en la materia.

I take pleasure in addressing Your Excellency with reference to note No. 21 of September 9, 1959, relating to the offer, made by the Government of the United States of America, of nuclear study and research materials and equipment intended for national institutions specializing in the subject.

Sobre el particular, y en atención a lo expresado en el punto octavo, párrafo segundo de la nota antes mencionada, me complace en destacar a V.E. que el Gobierno argentino acepta las condiciones a que se refiere ese documento a la vez que agradece esta contribución a la investigación científica del país.

In this connection and in view of point eight, second paragraph, of the above-mentioned note, I am happy to inform Your Excellency that the Argentine Government accepts the terms referred to in that document and expresses its appreciation for this contribution to the country's scientific research.

Consecuentemente, esta respuesta, tal como se sugiere en la nota N° 21, constituye la conclusión del acuerdo que sobre la materia nombrada celebran el Gobierno argentino y el Gobierno de los Estados Unidos de América.

Consequently, as suggested in note No. 21, this reply constitutes the conclusion of the agreement on the aforesaid subject by the Argentine Government and the Government of the United States of America.

<sup>1</sup> Translation by the Government of the United States of America.

<sup>2</sup> Traduction du Gouvernement des États-Unis d'Amérique.

Hago propicia la oportunidad para reiterar a V.E. las seguridades de mi más alta consideración.

[SELLO] A. M. CENTENO

A Su Excelencia  
el señor Embajador Extraordinario  
y Plenipotenciario  
de los Estados Unidos de América  
D. Willard Beaulac  
Buenos Aires

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest consideration.

[SEAL] A. M. CENTENO

His Excellency  
Willard Beaulac  
Ambassador Extraordinary  
and Plenipotentiary  
of the United States of America  
Buenos Aires