

No. 6594

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**UNITED STATES OF AMERICA  
and  
ARGENTINA**

**Agreement for co-operation concerning civil uses of atomic energy (with exchange of notes). Signed at Washington, on 22 June 1962**

*Official text: English.*

*Registered by the United States of America on 9 April 1963.*

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

**Accord de coopération concernant l'utilisation de l'énergie atomique à des fins civiles (avec échange de notes). Signé à Washington, le 22 juin 1962**

*Texte officiel anglais.*

*Enregistré par les États-Unis d'Amérique le 9 avril 1963.*

No. 6594. AGREEMENT<sup>1</sup> FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ARGENTINE REPUBLIC CONCERNING CIVIL USES OF ATOMIC ENERGY. SIGNED AT WASHINGTON, ON 22 JUNE 1962

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Whereas the Government of the United States of America and the Government of the Argentine Republic on July 29, 1955 signed an Agreement for Cooperation Concerning Civil Uses of Atomic Energy;<sup>2</sup> and

Whereas such Agreement provides that it is the hope and expectation of the Parties that the initial Agreement for Cooperation would lead to consideration of further cooperation extending to the design, construction, and operation of power-producing reactors; and

Whereas the Government of the Argentine Republic has advised the Government of the United States of America of its desire to pursue a research and development program looking toward the realization of peaceful and humanitarian uses of atomic energy including the design, construction, and operation of power-producing reactors; and

Whereas the Government of the United States of America desires to cooperate with the Government of the Argentine Republic in such a program as hereinafter provided; and

Whereas the Parties desire that the Agreement for Cooperation signed on July 29, 1955, as amended,<sup>2</sup> be superseded by this Agreement which includes the new areas of cooperation;

The Parties therefore agree as follows :

*Article I*

For the purpose of this Agreement :

- (a) " Commission " means the United States Atomic Energy Commission or its duly authorized representatives.
- (b) " Equipment and devices " and " equipment or device " means any instrument, apparatus, or facility and includes any facility, except an atomic weapon, capable of making use of or producing special nuclear material, and component parts thereof.

<sup>1</sup> Came into force on 27 July 1962, the day on which each Government received from the other Government written notification that it had complied with all statutory and constitutional requirements for the entry into force of the Agreement, in accordance with the provisions of article XII (B).

<sup>2</sup> United Nations, *Treaty Series*, Vol. 235, p. 121, and Vol. 378, p. 376.

- (c) "Person" means any individual, enterprise, corporation, partnership, firm, association, trust, estate, public or private institution, group, government agency, or government corporation, but does not include the Parties to this Agreement.
- (d) "Reactor" means an apparatus, other than an atomic weapon, in which self-supporting fission chain reaction is maintained by utilizing uranium, plutonium, or thorium, or any combination of uranium, plutonium, or thorium.
- (e) "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear materials; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the category of Restricted Data by the appropriate authority.
- (f) "Atomic weapon" means any device utilizing atomic energy, exclusive of the means for transporting or propelling the device (where such means is a separable and divisible part of the device), the principal purpose of which is for use as, or for development of, a weapon, a weapon prototype, or a weapon test device.
- (g) "Special nuclear material" means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the Commission determines to be special nuclear material; or (2) any material artificially enriched by any of the foregoing.
- (h) "Source material" means (1) uranium, thorium, or any other material which is determined by either Party to be source material; or (2) ores containing one or more of the foregoing materials, in such concentration as either Party may determine from time to time.
- (i) "Parties" means the Government of the United States of America, including the United States Atomic Energy Commission on behalf of the Government of the United States of America, and the Government of the Argentine Republic. "Party" means one of the Parties.

## *Article II*

A. Restricted Data shall not be communicated under this Agreement and no materials or equipment and devices shall be transferred and no services shall be furnished under this Agreement if the transfer of any such materials or equipment and devices or the furnishing of any such services involves the communication of Restricted Data.

B. Subject to the provisions of this Agreement, the availability of personnel and material, and the applicable laws, regulations, and license requirements in force in their respective countries, the Parties shall assist each other in the achievement of the use of atomic energy for peaceful purposes.

C. This Agreement shall not require the exchange of any information which the Parties are not permitted to communicate because the information is privately owned or has been received from another Government.

### *Article III*

Subject to the provisions of Article II, unclassified information, including information in the specific fields set out below, shall be exchanged between the Commission and the Government of the Argentine Republic with respect to the application of atomic energy to peaceful uses, including research and development relating to such uses and problems of health and safety connected therewith :

- (a) The development, design, construction, operation, and use of research, materials testing, experimental power, demonstration power, and power reactors, and reactor experiments;
- (b) Health and safety problems related to the operation and use of research, materials testing, experimental power, and power reactors, and reactor experiments;
- (c) The use of radioactive isotopes and radiation in physical and biological research, medical therapy, agriculture, and industry.

### *Article IV*

The application or use of any information (including design drawings and specifications) and any material, and equipment and devices, exchanged or transferred between the Parties under this Agreement shall be the responsibility of the Party receiving it, and the other Party does not warrant the accuracy or completeness of such information and does not warrant the suitability of such information, materials, and equipment and devices for any particular use or application.

### *Article V*

#### A. Research Materials

Materials of interest in connection with defined research projects related to the peaceful uses of atomic energy and under the limitations set forth in Article

II, including source materials, special nuclear materials, by-product materials, other radioisotopes, and stable isotopes, will, under this Article, be sold or otherwise transferred to the Government of the Argentine Republic for research purposes other than fueling reactors and reactor experiments in such quantities and under such terms and conditions as may be agreed when such materials are not available commercially.

#### B. Research Facilities

Subject to the provisions of Article II, and under such terms and conditions as may be agreed, and to the extent as may be agreed, specialized research facilities and reactor materials testing facilities of the Parties shall be made available for mutual use consistent with the limits of space, facilities, and personnel conveniently available, when such facilities are not commercially available.

### *Article VI*

It is contemplated that, as provided in this Article, private individuals and private organizations in either the United States of America or Argentina may deal directly with private individuals and private organizations in the other country. Accordingly, with respect to the subjects of agreed exchange of information as provided in Article III, persons under the jurisdiction of either the Government of the United States of America or the Government of the Argentine Republic will be permitted to make arrangements to transfer and export materials, including equipment and devices, to, and to perform services for, the other Government and such persons under its jurisdiction as are authorized by the other Government to receive and possess such materials and utilize such services, subject to :

- (a) The limitations in Article II;
- (b) Applicable laws, regulations, and license requirements of the Government of the United States of America and the Government of the Argentine Republic.

### *Article VII*

A. The Commission will sell or lease, as may be agreed, to the Government of the Argentine Republic, uranium enriched up to twenty per cent (20 %) in the isotope U-235, except as otherwise provided in paragraph C of this Article, in such quantities as may be agreed, in accordance with the terms, conditions, and delivery schedules set forth in contracts, for fueling defined research reactors, materials testing reactors, reactor experiments, and power and demonstration power reactors, which the Government of the Argentine Republic, in consultation with the Commission, decides to construct or authorizes private organizations to construct and which are constructed within or under the jurisdiction of Argentina

and as required in experiments related thereto; provided, however, that the net amount of any uranium sold or leased under this Article during the period of this Agreement shall not at any time exceed sixty-five (65) kilograms of the isotope U-235 contained in such uranium. This net amount shall be the gross quantity of such contained U-235 in uranium sold or leased to the Government of the Argentine Republic during the period of this Agreement less the quantity of such contained U-235 in recoverable uranium which has been resold or otherwise returned to the Government of the United States of America during the period of this Agreement or transferred to any other nation or group of nations with the approval of the Government of the United States of America.

B. Within the limitations contained in paragraph A of this Article, the quantity of uranium enriched in the isotope U-235 transferred by the Commission under this Article and in the custody of the Government of the Argentine Republic shall not at any time be in excess of the quantity necessary for the full loading of each defined reactor project which the Government of the Argentine Republic or persons under its jurisdiction construct and fuel with uranium received from the United States of America, as provided herein, plus such additional quantity as, in the opinion of the Commission, is necessary to permit the efficient and continuous operation of such reactors or reactor experiments while replaced fuel is radioactively cooling, is in transit, or, subject to the provisions of paragraph E of this Article, is being reprocessed in Argentina, it being the intent of the Commission to make possible the maximum usefulness of the material so transferred.

C. The Commission may, upon request and in its discretion, make all or a portion of the foregoing special nuclear material available as uranium enriched up to ninety per cent (90%) in the isotope U-235 for use in research reactors, materials testing reactors, reactor experiments, and power and power demonstration reactors, each capable of operating with a fuel load not to exceed eight (8) kilograms of the isotope U-235 contained in such uranium.

D. It is understood and agreed that although the Government of the Argentine Republic may distribute uranium enriched in the isotope U-235 to authorized users in Argentina, the Government of the Argentine Republic will retain title to any uranium enriched in the isotope U-235 which is purchased from the Commission at least until such time as private users in the United States of America are permitted to acquire title in the United States of America to uranium enriched in the isotope U-235.

E. It is agreed that when any source or special nuclear material received from the United States of America requires reprocessing, such reprocessing shall

be performed at the discretion of the Commission in either Commission facilities or facilities acceptable to the Commission, on terms and conditions to be later agreed; and it is understood, except as may be otherwise agreed, that the form and content of any irradiated fuel shall not be altered after its removal from the reactor and prior to delivery to the Commission or the facilities acceptable to the Commission for reprocessing.

F. With respect to any special nuclear material not subject to the option referred to in paragraph G of this Article and produced in reactors fueled with materials obtained from the United States of America, which is in excess of the need of Argentina for such materials in its program for the peaceful uses of atomic energy, the Government of the United States of America shall have and is hereby granted :

- (a) a first option to purchase such material at prices then prevailing in the United States of America for special nuclear material produced in reactors which are fueled pursuant to the terms of an agreement for cooperation with the Government of the United States of America, and
- (b) the right to approve the transfer of such material to any other nation or group of nations in the event the option to purchase is not exercised.

G. Special nuclear material produced in any part of fuel leased hereunder as a result of irradiation processes shall be for the account of the Government of the Argentine Republic and, after reprocessing as provided in Paragraph E of this Article, shall be returned to the Government of the Argentine Republic, at which time title to such material shall be transferred to that Government, unless the Government of the United States of America shall exercise the option, which is hereby accorded, to retain, with appropriate credit to the Government of the Argentine Republic, any such special nuclear material which is in excess of the needs of Argentina for such material in its program for the peaceful uses of atomic energy.

H. Some atomic energy materials which the Government of the Argentine Republic may request the Commission to provide in accordance with this Agreement are harmful to persons and property unless handled and used carefully. After delivery of such materials to the Government of the Argentine Republic, the Government of the Argentine Republic shall bear all responsibility, insofar as the Government of the United States of America is concerned, for the safe handling and use of such materials. With respect to any source or special nuclear material or other reactor materials which the Commission may, pursuant to this Agreement, lease to the Government of the Argentine Republic or to any private individual or private organization under its jurisdiction, the Government of the Argentine Republic shall indemnify and save harmless the Government of the United States of America against any and all liability (including third party liability) for any cause whatsoever arising out of the production or fabrica-

tion, the ownership, the lease, and the possession and use of such source or special nuclear material or other reactor materials after delivery by the Commission to the Government of the Argentine Republic or to any authorized private individual or private organization under its jurisdiction.

### *Article VIII*

As may be necessary and as may be mutually agreed in connection with the subjects of agreed exchange of information as provided in Article III, and under the limitations set forth in Article II, and under such terms and conditions as may be mutually agreed, specific arrangements may be made from time to time between the Parties for lease, or sale and purchase, of quantities of materials, other than special nuclear material, greater than those required for research, when such materials are not available commercially.

### *Article IX*

A. The Government of the United States of America and the Government of the Argentine Republic emphasize their common interest in assuring that any material and equipment or device made available to the Government of the Argentine Republic pursuant to this Agreement shall be used solely for civil purposes.

B. Except to the extent that the safeguards provided for in this Agreement are supplanted, by agreement of the Parties as provided in Article XI, by safeguards of the International Atomic Energy Agency, the Government of the United States of America, notwithstanding any other provisions of this Agreement, shall have the following rights :

1. With the objective of assuring design and operation for civil purposes and permitting effective application of safeguards, to review the design of any

(i) reactor and

(ii) other equipment and devices the design of which the Commission determines to be relevant to the effective application of safeguards, which are to be made available to the Government of the Argentine Republic or persons under its jurisdiction by the Government of the United States of America or any person under its jurisdiction, or which are to use, fabricate, or process any of the following materials so made available : source material, special nuclear material, moderator material, or any other material designated by the Commission;

2. With respect to any source or special nuclear material made available to the Government of the Argentine Republic or any person under its jurisdiction



by the Government of the United States of America or any person under its jurisdiction and any source or special nuclear material utilized in, recovered from, or produced as a result of the use of any of the following materials or equipment and devices so made available :

- (i) source material, special nuclear material, moderator material, or any other material designated by the Commission,
- (ii) reactors,
- (iii) any other equipment or device designated by the Commission as an item to be made available on condition that the provisions of this subparagraph B, 2 will apply,

(a) to require the maintenance and production of operating records and to request and receive reports for the purpose of assisting in insuring accountability for such material; and

(b) to require that any such material in the custody of the Government of the Argentine Republic or any person under its jurisdiction be subject to all of the safeguards provided for in this Article and the guaranties set forth in Article X;

3. To require the deposit in storage facilities designated by the Commission of any of the special nuclear material referred to in subparagraph B2 of this Article which is not currently utilized for civil purposes in Argentina and which is not purchased or retained by the Government of the United States of America pursuant to Article VII, paragraph F (a) and paragraph G of this Agreement, transferred pursuant to Article VII, paragraph F (b) of this Agreement, or otherwise disposed of pursuant to an arrangement mutually acceptable to the Parties;

4. To designate, after consultation with the Government of the Argentine Republic, personnel who, accompanied, if either Party so requests, by personnel designated by the Government of the Argentine Republic, shall have access to all places and data necessary to account for the source and special nuclear materials which are subject to subparagraph B 2 of this Article to determine whether there is compliance with this Agreement and to make such independent measurements as may be deemed necessary;

5. In the event of non-compliance with the provisions of this Article or the guaranties set forth in Article X, and the failure of the Government of the Argentine Republic to carry out the provisions of this Article within a reasonable time, to suspend or terminate this Agreement and require the return of any materials and equipment and devices referred to in subparagraph B, 2 of this Article;

6. To consult with the Government of the Argentine Republic in the matter of health and safety.

C. The Government of the Argentine Republic undertakes to facilitate the application of the safeguards provided for in this Article.

#### *Article X*

The Government of the Argentine Republic guarantees that :

- (a) Safeguards provided in Article IX shall be maintained.
- (b) No material, including equipment and devices, transferred to the Government of the Argentine Republic or authorized persons under its jurisdiction pursuant to this Agreement, by lease, sale, or otherwise, shall be used for atomic weapons or for research on or development of atomic weapons or for any other military purposes, and that no such material, including equipment and devices, will be transferred to unauthorized persons or beyond the jurisdiction of the Government of the Argentine Republic except as the Commission may agree to such transfer to another nation or group of nations and then only if in the opinion of the Commission such transfer falls within the scope of an agreement for cooperation between the United States of America and the other nation or group of nations.

#### *Article XI*

The Government of the United States of America and the Government of the Argentine Republic affirm their common interest in making mutually satisfactory arrangements to avail themselves, as soon as practicable, of the facilities and services to be made available by the International Atomic Energy Agency and to that end :

- (a) The Parties will consult with each other, upon request of either Party, to determine in what respects, if any, they desire to modify the provisions of this Agreement for Cooperation. In particular, the Parties will consult with each other to determine in what respects and to what extent they desire to arrange for the administration by the International Agency of those conditions, controls, and safeguards, including those relating to health and safety standards, required by the International Agency in connection with similar assistance rendered to a cooperating nation under the aegis of the International Agency. If the Parties conclude that it is desirable to arrange for administration of safeguards by the International Agency on material and equipment transferred hereunder to the Government of the Argentine Republic, it is contemplated that arrangements for such administration may

be effected without modifying the terms of this Agreement; such arrangements may provide that safeguards rights heretofore accorded to the United States of America under this agreement on such material and equipment may be suspended during such time as International Agency safeguards are in force with respect thereto.

- (b) In the event the Parties do not reach a mutually satisfactory agreement following the consultation provided in subparagraph (a) of this Article, either Party may by notification terminate this Agreement. In the event this Agreement is so terminated, the Government of the Argentine Republic shall return to the Commission all source and special nuclear materials received pursuant to this Agreement and in its possession or in the possession of persons under its jurisdiction.

#### *Article XII*

A. The Agreement for Cooperation signed on July 29, 1955, as amended, is superseded in its entirety on the day this Agreement enters into force.

B. This Agreement shall enter into force on the day on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Agreement and shall remain in force for a period of two years.

IN WITNESS WHEREOF, the undersigned, duly authorized, have signed this Agreement.

DONE at Washington, in duplicate, this twenty-second day of June, 1962.

For the Government of the United States of America :

Edwin M. MARTIN

Glenn T. SEABORG

For the Government of the Argentine Republic :

R. T. ALEMANN

## EXCHANGE OF NOTES

## I

*The Secretary of State to the Argentine Ambassador*

The Secretary of State presents his compliments to His Excellency the Ambassador of the Argentine Republic and has the honor to refer to the Agreement for Cooperation Between the Government of the United States and the Government of the Argentine Republic Concerning the Civil Uses of Atomic Energy signed today.<sup>1</sup>

The Secretary of State understands that the Government of the Argentine Republic may decide to transfer materials, including equipment and devices, received pursuant to this Agreement to a location within Antarctica. In this connection, the Secretary of State wishes to point out that the Government of the United States does not recognize any rights or claims of territorial sovereignty within Antarctica. The Secretary of State also wishes to refer to Article IV of the Antarctic Treaty<sup>2</sup> and to point out that it is the understanding of the Government of the United States that nothing in the present Agreement bears upon the traditional position of each Government with respect to claims of territorial sovereignty in Antarctica. Further, the Government of the United States will consider that the requirements of Article VII and X of this Agreement relating to jurisdiction have been satisfied so long as the Government of the Argentine Republic retains exclusive custody and control of the materials, including equipment and devices, in Antarctica.

The Secretary of State would appreciate receiving confirmation that the Government of the Argentine Republic has the same understanding with respect to the matters stated above.

Washington, June 22, 1962

C. W.T.  
Department of State

## II

*The Argentine Ambassador to the Secretary of State*

EMBAJADA DE LA REPÚBLICA ARGENTINA<sup>3</sup>

D.E. 254

June 22, 1962

The Ambassador of the Government of the Argentine Republic presents his compliments to His Excellency the Secretary of State of the Government of the

<sup>1</sup> See p. 98 of this volume.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 402, p. 71.

<sup>3</sup> Embassy of the Argentine Republic.

United States and has the honor to refer to the note from the Secretary of State dated June 22, 1962, regarding the Agreement for Cooperation Between the Government of the United States of America and the Government of the Argentine Republic Concerning Civil Uses of Atomic Energy.

In this connection, the Ambassador wishes to point out that the Argentine Republic reaffirms its sovereignty over the Argentine Sector of the Antarctic.

At the same time the Ambassador is pleased to inform His Excellency the Secretary of State that the Government of the Argentine Republic, bearing in mind Article IV of the Antarctic Treaty, is also of the understanding that nothing in the present Agreement bears upon the traditional position of each Government with respect to territorial sovereignty in Antarctica, and further, that it has taken note of the view of the Government of the United States with respect to the requirements of Articles VII and X relating to Jurisdiction.

The Ambassador of the Argentine Republic avails himself of the opportunity to renew to His Excellency the Secretary of State the assurances of his highest consideration.

Washington, June 22, 1962

[SEAL]

His Excellency the Secretary of State  
Washington, D.C.

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