

No. 7369

UNITED STATES OF AMERICA
and
ARGENTINA

Exchange of notes constituting an agreement relating to equipment to be used in research and training programs in nuclear and solid state physics at La Plata University. Buenos Aires, 8 November 1962 and 30 November 1963

Official texts: English and Spanish.

Registered by the United States of America on 11 August 1964.

ÉTATS-UNIS D'AMÉRIQUE
et
ARGENTINE

Échange de notes constituant un accord relatif à du matériel destiné à des programmes de recherche et de formation en matière de physique nucléaire et de physique de l'état solide à l'Université de La Plata. Buenos Aires, 8 novembre 1962 et 30 novembre 1963

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 11 août 1964.

No. 7369. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND ARGENTINA RELATING TO EQUIPMENT TO BE USED IN RESEARCH AND TRAINING PROGRAMS IN NUCLEAR AND SOLID STATE PHYSICS AT LA PLATA UNIVERSITY. BUENOS AIRES, 8 NOVEMBER 1962 AND 30 NOVEMBER 1963

I

The American Ambassador to the Argentine Minister of Foreign Affairs and Worship

EMBASSY OF THE UNITED STATES OF AMERICA

Buenos Aires, November 8, 1962

No. 59

Excellency :

I have the honor to refer to a request from the Ministry of Foreign Affairs and Worship of the Republic of Argentina for equipment to be used in nuclear research and training programs in nuclear and solid state physics at La Plata University. It now gives me pleasure, on behalf of my Government, to confirm that a grant for this purpose has now been approved.

I list below the proposed understandings on the basis of which funds 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 fifty 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.

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,

¹ Came into force on 30 November 1963, by the exchange of the said notes.

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 established by the United States Atomic Energy Commission. The Government of Argentina will be promptly informed in this regard.

6. It is agreed that copies of technical publications which derive from the use of equipment and materials financed under this Agreement will be provided from time to time to the Government of the United States.

7. It is agreed that an appropriate plaque, acknowledging the assistance of the Government of the United States, 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 concurring therein 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.

Robert McCLINTOCK

His Excellency Dr. Carlos Manuel Muñiz
Minister of Foreign Affairs and Worship
Buenos Aires

II

The Argentine Minister of Foreign Affairs and Worship to the American Ambassador

[SPANISH TEXT — TEXTE ESPAGNOL]

PODER EJECUTIVO NACIONAL
MINISTERIO DE RELACIONES EXTERIORES Y CULTO

Buenos Aires, 30 de noviembre de 1963

Nº 2182

Señor Embajador :

Tengo el agrado de dirigirme a Vuestra Excelencia con relación a su nota del 8 de noviembre de 1962 por la que proponía, en nombre del Gobierno de los Estados

Nº 7369

[TRANSLATION¹ — TRADUCTION²]

NATIONAL EXECUTIVE BRANCH
MINISTRY OF FOREIGN AFFAIRS AND WORSHIP

Buenos Aires, November 30, 1963

No. 2182

Mr. Ambassador :

I take pleasure in addressing Your Excellency with reference to your note of November 8, 1962, in which you propose, on behalf of the Government of the United States, the following Agreement concerning the request of the Argentine Government for funds to the value of 40,500 dollars for the purchase of equipment to be used in nuclear research and training programs in nuclear and solid state physics at the National University of La Plata :

[See note I]

In this connection, expressing the thanks of the Argentine Government for the aid granted, I inform Your Excellency that the proposed text is acceptable to my Government, which agrees that your above-mentioned note and this reply shall constitute an Agreement which shall enter into force today.

Accept, Excellency, the assurances of my highest and most distinguished consideration.

Miguel Angel ZAVALA ORTIZ

His Excellency Robert McClintock
Ambassador of the United States of America

¹ Translation by the Government of the United States of America.

² Traduction du Gouvernement des États-Unis d'Amérique.