

**No. 10336**

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**UNITED STATES OF AMERICA  
and  
ARGENTINA**

**Agreement for co-operation concerning civil uses of atomic  
energy. Signed at Washington on 25 June 1969**

*Authentic texts: English and Spanish.*

*Registered by the United States of America on 4 March 1970.*

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

**Accord de coopération concernant l'utilisation de l'énergie  
atomique à des fins civiles. Signé à Washington le  
25 juin 1969**

*Textes authentiques: anglais et espagnol.*

*Enregistré par les États-Unis d'Amérique le 4 mars 1970.*

AGREEMENT FOR COOPERATION<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ARGENTINE REPUBLIC CONCERNING CIVIL USES OF ATOMIC ENERGY

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Whereas the Government of the United States of America and the Government of the Argentine Republic signed an "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" on June 22, 1962,<sup>2</sup> which was amended by the Agreement signed on June 8, 1964;<sup>3</sup> and

Whereas the Government of the United States of America and the Government of the Argentine Republic 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 research reactors, and the exchange of information relating to the development of other peaceful uses of atomic energy; and

Whereas the Government of the United States of America and the Government of the Argentine Republic are desirous of entering into this Agreement to cooperate with each other to attain the above objectives; and

Whereas the Parties desire this Agreement to supersede 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" signed on June 22, 1962, as amended;

The Parties agree as follows:

*Article I*

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Government of the Argentine Republic Concerning Civil Uses of Atomic Energy" signed on June 22, 1962, as amended, is superseded by this Agreement on the date this Agreement enters into force.

<sup>1</sup> Came into force on 25 July 1969, the date on which each Government had received from the other Government written notification that it had complied with all statutory and constitutional requirements, in accordance with article XV.

<sup>2</sup> United Nations, *Treaty Series*, vol. 458, p. 97.

<sup>3</sup> *Ibid.*, vol. 531, p. 387.

*Article II*

For the purposes of this Agreement:

(1) "Parties" means the Government of the United States of America, including the United States Commission on behalf of the Government of the United States of America, and the Government of the Argentine Republic, including the Argentine Atomic Energy Commission on behalf of the Government of the Argentine Republic. "Party" means one of the above "Parties".

(2) "United States Commission" means the Atomic Energy Commission of the United States of America.

(3) "Argentine Commission" means the Atomic Energy Commission of the Argentine Republic.

(4) "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.

(5) "Byproduct material" means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material.

(6) "Equipment and devices" and "equipment or devices" mean any instrument, apparatus, or facility, and include any facility, except an atomic weapon, capable of making use of or producing special nuclear material, and component parts thereof.

(7) "Person" means any individual, 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.

(8) "Reactor" means an apparatus, other than an atomic weapon, in which a self-supporting fission chain reaction is maintained by utilizing uranium, plutonium, or thorium, or any combination of uranium, plutonium, or thorium.

(9) "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons, (2) the production of special nuclear material, 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.

(10) "Safeguards" means a system of controls designed to assure that any materials, equipment and devices committed to the peaceful uses of atomic energy are not used to further any military purpose.

(11) "Source material" means (1) uranium, thorium, or any other material which is determined by the United States Commission or the Argentine Commission to be source material, or (2) ores containing one or more of the foregoing materials, in such concentration as the United States Commission or the Argentine Commission may determine from time to time.

(12) "Special nuclear material" means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the United States Commission or the Argentine Commission determines to be special nuclear material, or (2) any material artificially enriched by any of the foregoing.

(13) "Superseded Agreement" means the Agreement for Cooperation between the Government of the United States of America and the Government of the Argentine Republic signed by the Parties on June 22, 1962, as amended by the Agreement signed on June 8, 1964.

### *Article III*

A. 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 cooperate with each other in the achievement of the uses of atomic energy for peaceful purposes.

B. 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.

C. This Agreement shall not require the exchange of any information which the Parties are not permitted to communicate.

### *Article IV*

Subject to the provisions of Article III, the Parties shall exchange unclassified information with respect to the application of atomic energy to peaceful uses and the problems of health and safety connected therewith. The exchange of information provided for in this Article shall be accomplished

through various means, including reports, conferences, and visits to facilities, and shall include information in the following fields:

- (1) Development, design, construction, operation, and use of research, materials testing, experimental, demonstration power, and power reactors and reactor experiments;
- (2) The use of radioactive isotopes and source material, special nuclear material, and byproduct material in physical and biological research, medicine, agriculture, and industry; and
- (3) Health and safety problems related to the foregoing.

#### *Article V*

A. Materials of interest in connection with the subjects of agreed exchange of information, as provided in Article IV and subject to the provisions of Article III, including source material, heavy water, byproduct material, other radioisotopes, stable isotopes, and special nuclear material for purposes other than fueling reactors and reactor experiments, may be transferred between the Parties for defined applications in such quantities and under such terms and conditions as may be agreed when such materials are not commercially available.

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

C. With respect to the subjects of agreed exchange of information as provided in Article IV and subject to the provisions of Article III, equipment and devices may be transferred from one Party to the other under such terms and conditions as may be agreed. It is recognized that such transfers will be subject to limitations which may arise from shortages of supplies or other circumstances existing at the time.

#### *Article VI*

The application or use of any information (including design drawings and specifications), and any material, equipment and devices, exchanged or transferred between the Parties under this or the superseded 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, material, equipment and devices for any particular use or application.

#### *Article VII*

A. With respect to the application of atomic energy to peaceful uses, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other Party for the transfer of equipment and devices and materials other than special nuclear material and for the performance of services with respect thereto.

B. With respect to the application of atomic energy to peaceful uses, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other Party for the transfer of special nuclear material and for the performance of services with respect thereto for the uses specified in Article V and VIII and subject to the relevant provisions of Article IX and to the provisions of Article X.

C. The Parties agree that the activities referred to in paragraphs A and B of this Article shall be subject to the limitations in Article III and to the policies of the Parties with regard to transactions involving the authorized persons referred to in paragraphs A and B above.

#### *Article VIII*

A. During the period of this Agreement, and as set forth below, the United States Commission will supply to the Argentine Commission or, pursuant to Article VII, to authorized persons under the jurisdiction of the Government of the Argentine Republic, under such terms and conditions as the Parties may agree, and subject to the quantity limitation established in Article X, such quantities of uranium enriched in the isotope U-235 as may be agreed for use in a power reactor program, including civil marine propulsion, in the Argentine Republic.

(1) The United States Commission will supply such uranium enriched in the isotope U-235 by providing, to the same extent as for United States licensees, for the production or enrichment, or both, of uranium enriched in the isotope U-235 for the account of the Argentine Commission or such authorized persons. (Upon timely advice that any natural uranium required with respect to any particular delivery of enriched uranium under such service arrangements is not reasonably available to the Argentine Commission or such authorized persons, the United States Commission will be

prepared to furnish the required natural uranium on terms and conditions to be agreed.)

(2) Notwithstanding the provisions of paragraph A(1) above, if the Argentine Commission or such authorized persons so request, the United States Commission, at its election, may sell uranium enriched in the isotope U-235 under such terms and conditions as may be agreed.

B. As may be agreed, the United States Commission will transfer to the Argentine Commission, or to authorized persons under the jurisdiction of the Government of the Argentine Republic, uranium enriched in the isotope U-235 for use as fuel in defined research applications, including research, materials testing, and experimental reactors and reactor experiments. The terms and conditions of each transfer shall be agreed upon in advance, it being understood that, in the event of transfer of title to uranium enriched in the isotope U-235, the United States Commission shall have the option of limiting the arrangements to undertakings such as those described in paragraph A(1) of this Article.

C. As may be agreed, the United States Commission will transfer to the Argentine Commission, or to authorized persons under the jurisdiction of the Government of the Argentine Republic, plutonium for use as fuel in reactors and reactor experiments. The terms and conditions of each transfer will be agreed upon in advance.

### *Article IX*

A. With respect to transfers by the United States Commission of uranium enriched in the isotope U-235 provided for in Article VII, paragraph B and Article VIII, it is understood that:

(1) Contracts specifying quantities, enrichments, delivery schedules, and other terms and conditions of supply or service will be executed on a time by basis between the United States Commission and the Argentine Commission or authorized persons under the jurisdiction of the Government of the Argentine Republic, and

(2) Prices for uranium enriched in the isotope U-235 sold or charges for enrichment services performed will be those in effect for users in the United States of America at the time of delivery. The advance notice required for delivery will be that in effect for users in the United States of America at the time of giving such notice. The United States Commission may agree to supply uranium enriched in the isotope U-235 or perform enrichment services upon shorter notice, subject to assessment of such sur-

charge to the usual base price or charge as the United States Commission may consider reasonable to cover abnormal costs incurred by the United States Commission by reason of such shorter notice.

B. Should the total quantity of uranium enriched in the isotope U-235 which the United States Commission has agreed to provide pursuant to this Agreement and other Agreements for Cooperation reach the maximum quantity of uranium enriched in the isotope U-235 which the United States Commission has available for such purposes, and should contracts covering the adjusted net quantity specified in Article X not have been executed, the United States Commission may request, upon appropriate notice, that the Argentine Commission, or authorized persons under the jurisdiction of the Government of the Argentine Republic, execute contracts for all or any of such uranium enriched in the isotope U-235 as is not then under contract. It is understood that, should contracts not be executed in accordance with a request by the United States Commission hereunder, the United States Commission shall be relieved of all obligations with respect to the uranium enriched in the isotope U-235 for which contracts have been so requested.

C. The enriched uranium supplied hereunder may contain up to twenty percent (20 %) in the isotope U-235. A portion of the uranium enriched in the isotope U-235 supplied hereunder may be made available as material containing more than twenty percent (20 %) in the isotope U-235 when the United States Commission finds there is a technical or economic justification for such a transfer.

D. Within the limitations contained in Article X, the quantity of uranium enriched in the isotope U-235 transferred under Article VII, paragraph B or Article VIII and under the jurisdiction of the Government of the Argentine Republic for the fueling of reactors or reactor experiments shall not at any time be in excess of the quantity necessary for the loading of such reactors or reactor experiments, plus such additional quantity as, in the opinion of the Parties, is necessary for the efficient and continuous operation of such reactors or reactor experiments.

E. When any special nuclear material received from the United States of America pursuant to this or the superseded Agreement requires reprocessing, or any irradiated fuel elements containing fuel material received from the United States of America pursuant to this or the superseded



Agreement are to be removed from a reactor and are to be altered in form or content, such reprocessing or alteration may be performed in Argentine facilities upon a joint determination of the Parties that the provisions of Article XII may be effectively applied, or in other facilities as may be mutually agreed.

F. Special nuclear material produced as a result of irradiation processes in any part of the fuel leased by the United States Commission under this or the superseded Agreement shall be for the account of the Argentine Commission, or authorized persons under the jurisdiction of the Government of the Argentine Republic, and, after reprocessing as provided in paragraph E of this Article, title to such produced material shall be in the Argentine Commission or such authorized persons, unless the Commissions otherwise agree.

G. No special nuclear material produced through the use of material transferred to the Argentine Commission, or to authorized persons under the jurisdiction of the Government of the Argentine Republic, pursuant to this or the superseded Agreement, will be transferred to any other nation or group of nations, except as the United States Commission may agree to such a transfer.

H. Some atomic energy materials which the United States Commission may be requested to provide in accordance with this Agreement, or which have been provided to the Government of the Argentine Republic under the superseded Agreement, are harmful to persons and property unless handled and used carefully. After delivery of such materials, 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 special nuclear material or fuel elements which the United States Commission may, pursuant to this Agreement, lease to the Argentine Commission, or any authorized person under the jurisdiction of the Government of the Argentine Republic, or may have leased, pursuant to the superseded Agreement, to the Government of the Argentine Republic, 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 fabrication, the ownership, the lease, and the possession and use of such special nuclear material or fuel elements after delivery by the United States Commission to the Argentine Commission or to any such authorized person.

*Article X*

A. The adjusted net quantity of U-235 in enriched uranium transferred from the United States of America to the Argentine Republic under Articles, V, VII, and VIII during the period of this Agreement for Cooperation, or under the superseded Agreement, shall not exceed in the aggregate five hundred (500) kilograms. The following method of computation shall be used in calculating transfers, within such ceiling quantity, made under the said Articles or the superseded Agreement:

From:

- (1) The quantity of U-235 contained in enriched uranium transferred under the said Articles or the superseded Agreement, minus
- (2) The quantity of U-235 contained in an equal quantity of uranium of normal isotopic assay,

Subtract:

- (3) The aggregate of the quantities of U-235 contained in recoverable uranium of United States origin either returned to the United States of America or transferred to any other nation or group of nations with the approval of the Government of the United States of America pursuant to this or the superseded Agreement, minus
- (4) The quantity of U-235 contained in an equal quantity of uranium of normal isotopic assay.

B. The quantity of plutonium transferred from the United States of America to the Argentine Republic under Articles V, VII, and VIII during the period of this Agreement for Cooperation, or under the superseded Agreement, shall not exceed a net amount of twenty (20) kilograms. The net amount of plutonium shall be the gross quantity transferred to the Argentine Commission, or to authorized persons under the jurisdiction of the Government of the Argentine Republic, less the quantity which has been returned to the United States of America or transferred to any other nation or group of nations with the agreement of the Government of the United States of America pursuant to this Agreement.

*Article XI*

A. The Government of the Argentine Republic guarantees that:

- (1) Safeguards provided in Article XII shall be maintained.
- (2) No material, including equipment and devices, transferred to the Argentine Commission, or to the Government of the Argentine Republic

or authorized persons under the jurisdiction of the Government of the Argentine Republic, by purchase or otherwise pursuant to this Agreement or the superseded Agreement, and no special nuclear material produced through the use of such material, including equipment or devices, will be used for atomic weapons, or for research on or development of atomic weapons, or for any other military purpose.

(3) No material, including equipment and devices, transferred to the Argentine Commission, or to the Government of the Argentine Republic or authorized persons under the jurisdiction of the Government of the Argentine Republic, pursuant to this Agreement or the superseded Agreement will be transferred to unauthorized persons or beyond the jurisdiction of the Government of the Argentine Republic except as the United States Commission may agree to such a transfer to another nation or group of nations, and then only if, in the opinion of the United States Commission, the transfer of the material is within the scope of an Agreement for Cooperation between the Government of the United States of America and the other nation or group of nations.

B. The Government of the United States of America guarantees that:

(1) No material, including equipment and devices, transferred to the Government of the United States of America or authorized persons under its jurisdiction, by purchase or otherwise pursuant to this Agreement or the superseded Agreement, and no special nuclear material produced through the use of such material, including equipment or devices, or an equivalent amount of material of the same type as such transferred or produced material substituted therefor, will be used for atomic weapons, or for research on or development of atomic weapons, or for any other military purpose.

(2) No material, including equipment and devices, transferred to the Government of the United States of America or authorized persons under its jurisdiction pursuant to this Agreement or the superseded Agreement will be transferred to unauthorized persons or beyond the jurisdiction of the Government of the United States of America, except as the Argentine Commission may agree to such a transfer to another nation or group of nations, and then only if, in the opinion of the Argentine Commission, the transfer is within the scope of an Agreement for Cooperation between the Government of the Argentine Republic and the other nation or group of nations.

### *Article XII*

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, equipment or devices made available to the Argentine Commission, or to the Government of the Argentine Republic or any

authorized person under its jurisdiction, pursuant to this Agreement or the superseded Agreement shall be used solely for civil purposes.

B. Except to the extent that the safeguards rights provided for in this Agreement are suspended by virtue of the application of safeguards of the International Atomic Energy Agency, as provided in Article XIII, 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

(a) reactor and

(b) other equipment and devices the design of which the United States Commission determines to be relevant to the effective application of safeguards,

which are to be made available under this Agreement, or have been made available under the superseded Agreement to the Argentine Commission, or to the Government of the Argentine Republic or to any authorized person 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 other material designated by the United States Commission;

(2) With respect to any source materials or special nuclear material made available to the Argentine Commission, or to the Government of the Argentine Republic or to any authorized person under its jurisdiction, under this Agreement or the superseded Agreement by the Government of the United States of America or any person under its jurisdiction and any source material or special nuclear material utilized in, recovered from, or produced as a result of the use of any of the following materials, equipment or devices so made available:

(a) source material, special nuclear material, moderator material, or other material designated by the United States Commission,

(b) reactors, and

(c) any other equipment or devices designated by the United States Commission as an item to be made available on the condition that the provisions of this paragraph B(2) will apply;

(i) to require the maintenance and production of operating records and to request and receive reports for the purpose of assisting in ensuring accountability for such materials, and

(ii) to require that any such material in the custody of the Argentine Commission, or the Government of the Argentine Republic or any authorized person under its jurisdiction, be subject to all of the safeguards provided for in this Article and the guarantees set forth in Article XI;

(3) To approve facilities which are to be used for the storage of any of the special nuclear material referred to in paragraph B (2) of this Article which is not required for atomic energy programs in the Argentine Republic and which is not transferred beyond the jurisdiction of the Government of the Argentine Republic 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 in the Argentine Republic to all places and data necessary to account for the source material and special nuclear material which are subject to paragraph 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 guarantees set forth in Article XI 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 to require the return of any materials, equipment and devices referred to in paragraph 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 safeguards provided for in this Article.

D. The personnel designated by the Government of the United States of America under the provisions of paragraph B (4) of this Article, shall not, except in the fulfillment of their responsibilities to that Government, reveal any industrial secret or other confidential information which comes to their knowledge as a consequence of their official obligations established in the above-mentioned paragraph.

### *Article XIII*

A. The Parties, bearing in mind that by an agreement signed by them and the International Atomic Energy Agency on December 2, 1964,<sup>1</sup>

<sup>1</sup> United Nations, *Treaty Series*, vol. 525, p. 51.

the Agency has been applying safeguards to materials, equipment and facilities subject to the superseded Agreement and recognizing the desirability of continuing to make use of the facilities and services of the Agency, agree that the Agency will be requested to continue its application of safeguards and to apply them to materials, equipment and facilities subject to safeguards under this Agreement. The necessary arrangements will be effected without modification of this Agreement through an agreement to be made between the Parties and the Agency,<sup>1</sup> recognizing that the safeguards rights accorded to the Government of the United States of America by Article XII of this Agreement are suspended during the time and to the extent that Agency safeguards apply to such materials, equipment and facilities.

B. In the event that the trilateral agreement referred to in paragraph A of this Article should be derminated prior to the expiration of this Agreement and either Party should fail to agree promptly upon a resumption of Agency safeguards, the other Party may terminate this Agreement upon adequate notice as set forth below and an accompanying statement of its reason therefor. Before either Party takes steps to terminate this Agreement, the Parties will carefully consider the economic effects of such termination. Neither Party will invoke its termination rights until the other Party has been given sufficient advance notice to permit arrangements by the Government of the Argentine Republic, if it is the other Party, for an alternative source of power and to permit adjustment by the Government of the United States of America, if it is the other Party, of production schedules. In the event of termination by either Party, the Government of the Argentine Republic shall, at the request of the Government of the United States of America, return to the Government of the United States of America all special nuclear material received pursuant to this or the superseded Agreement and still in its possession or in the possession of persons under its jurisdiction. The Government of the United States of America will compensate the Government of the Argentine Republic or the persons under its jurisdiction for their interest in such material so returned at the United States Commission's schedule of prices then in effect in the United States of America.

#### *Article XIV*

The rights and obligations of the Parties provided for under this Agreement shall extend, to the extent applicable, to cooperative activities initiated under the superseded Agreement, including, but not limited to, information, materials, equipment and devices transferred thereunder.

<sup>1</sup> United Nations, *Treaty Series*, vol. 694, p. 233.

*Article XV*

This Agreement shall enter into force on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for entry into force of such Agreement and shall remain in force for a period of thirty (30) years.

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

DONE at Washington, in duplicate, in the English and Spanish languages, both equally authentic, this twenty-fifth day of June, 1969.

For the Government of the United States of America:

[Illegible] <sup>1</sup>

[Illegible] <sup>2</sup>

For the Government of the Argentine Republic:

[Illegible] <sup>3</sup>

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<sup>1</sup> Charles A. Meyer.

<sup>2</sup> Glenn T. Seaborg.

<sup>3</sup> Eduardo A. Roca.