

No. 11314

**INTERNATIONAL ATOMIC ENERGY AGENCY,
ARGENTINA and FEDERAL REPUBLIC
OF GERMANY**

Agreement for the transfer of a training reactor and enriched uranium therefor (with annex). Signed at Vienna on 24 February and 12 and 13 March 1970

Authentic texts: English and Spanish.

Registered by the International Atomic Energy Agency on 31 August 1971.

**AGENCE INTERNATIONALE DE L'ÉNERGIE
ATOMIQUE, ARGENTINE et RÉPUBLIQUE
FÉDÉRALE D'ALLEMAGNE**

Accord concernant la cession d'un réacteur d'enseignement et d'uranium enrichi destiné à ce réacteur (avec annexe). Signé à Vienne les 24 février et 12 et 13 mars 1970

Textes authentiques: anglais et espagnol.

Enregistré par l'Agence internationale de l'énergie atomique le 31 août 1971.

AGREEMENT¹ BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENTS OF THE ARGENTINE REPUBLIC AND THE FEDERAL REPUBLIC OF GERMANY FOR THE TRANSFER OF A TRAINING REACTOR AND ENRICHED URANIUM THEREFOR

WHEREAS the Government of the Argentine Republic (hereinafter “Argentina”), desiring to set up a project consisting of a reactor for training purposes, has requested the assistance of the International Atomic Energy Agency (hereinafter the “Agency”) in securing a zero-power reactor and the special fissionable material therefor;

WHEREAS the Government of the Federal Republic of Germany (hereinafter “Germany”) has ordered to make available to the Agency, free of charge, a zero-power training reactor and enriched uranium therefor;

WHEREAS Germany has further offered to arrange for the fabrication of enriched uranium into fuel elements for the reactor, free of charge, by a manufacturer in the Federal Republic of Germany (hereinafter the “Manufacturer”);

WHEREAS Argentina has informed the Agency that the offer made by Germany would meet its needs;

WHEREAS Germany has informed the Agency of its readiness, pursuant to a decision by the Board of Governors of the Agency, to transfer the reactor and the necessary special fissionable material to Argentina; and

WHEREAS the Board of Governors of the Agency approved the project on 11 June 1969;

NOW, THEREFORE, the Agency, Argentina and Germany hereby agree as follows:

¹ Came into force on 13 March 1970 by signature, in accordance with article XI. In a notification dated 21 December 1971, the Government of the Federal Republic of Germany informed the International Atomic Energy Agency that the Agreement would also apply to *Land Berlin* with effect from the date on which it entered into force.

Article I

DEFINITION OF THE PROJECT

Section 1. The project to which this Agreement relates is the establishment of a Siemens SUR-100 zero-power training reactor (hereinafter the "supplied reactor"), to be operated by the Argentine National Atomic Energy Commission at the University of Rosario.

Article II

SUPPLY OF THE REACTOR

Section 2. The Agency will facilitate arrangements for the transfer of the supplied reactor to Argentina.

Section 3. The arrangements for the delivery and installation of the supplied reactor will be made between Argentina and Germany. These arrangements shall provide that title to the reactor shall pass directly from Germany to Argentina upon the dispatch of the reactor from Germany.

Article III

TRANSFER OF ENRICHED URANIUM

Section 4. Germany shall transfer to the Agency and the Agency shall transfer to Argentina approximately 3750 grams of uranium enriched to approximately twenty per cent by weight in the isotope uranium-235 (hereinafter the "fuel material"), the precise quantity to be determined pursuant to Section 5 (b).

Section 5. The conditions of the transfer of the fuel material shall be as follows:

- (a) Under supply arrangements between the United States Atomic Energy Commission and the European Atomic Energy Community, Germany shall make available to the Manufacturer the fuel material for fabrication into fuel elements for the supplied reactor.
- (b) Upon completion of the fabrication, Germany shall cause the Manufacturer to submit to the Agency and to Argentina a written certification of the Manufacturer's determination of the quantity and enrichment of the isotope uranium-235 in the fabricated fuel elements. This determination shall be approved or revised by unanimous agreement of the parties. At the request of the Agency, Germany shall thereupon authorize the transfer of the fuel material from the Manufacturer to Argentina acting

on behalf of the Agency. Thereupon Argentina shall, on behalf of the Agency, make arrangements with Germany for transportation of the fuel material and for delivering, storing and physically handling such material, and Germany shall pay all costs connected therewith. At the time of taking possession of the fuel material at a transfer site to be agreed between the parties, Argentina shall forward a written receipt therefor to the Agency and to Germany on behalf of the Agency. Transfer of the fuel material from the Manufacturer to Argentina, acting on behalf of the Agency, shall constitute delivery of the material.

Section 6. Title to the fuel material shall vest in the Agency at the time of the transfer of possession referred to in Section 5 (b) and shall thereafter immediately and automatically vest in Argentina.

Article IV

RESPONSIBILITY

Section 7. Neither the Agency nor any person acting on its behalf shall at any time bear any responsibility towards Argentina or any person claiming through Argentina for the safe handling and the use of the supplied reactor and the fuel material.

Section 8. After acceptance of possession by Argentina pursuant to Sections 3 and 5 (b), neither Germany nor any person acting on its behalf shall bear any responsibility for the safe handling and the use of the supplied reactor and the fuel material.

Article V

AGENCY SAFEGUARDS

Section 9. Argentina undertakes that the supplied reactor and the fuel material, and any special fissionable material produced by their use, as well as any other material or facility while listed on the Inventory established pursuant to the Annex to this Agreement, shall not be used in such a way as to further any military purpose.

Section 10. It is specified that the safeguards rights and responsibilities of the Agency provided for in paragraph A of Article XII of its Statute¹ are

¹ United Nations, *Treaty Series*, vol. 276, p. 3, and vol. 471, p. 334.

relevant to the project and shall be implemented in accordance with the Annex to this Agreement.

Article VI

HEALTH AND SAFETY MEASURES

Section 11. The health and safety measures applicable to the project shall be those set forth in Agency document INFCIRC/18.

Article VII

AGENCY INSPECTORS

Section 12. The provisions set forth in the Annex to Agency document GC(V)/INF/39 (which Annex is hereinafter called the “Inspectors Document”) shall apply to Agency inspectors performing functions pursuant to this Agreement. However, paragraph 4 of the Inspectors Document shall not apply with regard to any facility or to nuclear material to which the Agency has access at all times; the actual procedures for implementing paragraph 50 of Agency document INFCIRC/66/Rev. 2 (hereinafter called the “Safeguards Document”) shall be agreed by the Agency and Argentina in an agreement supplementing this Agreement, before such facility or material is listed in the Inventory.

Section 13. The relevant provisions of the Agreement on the Privileges and Immunities of the Agency¹ shall apply to the Agency, its inspectors and its property used by them in performing their functions pursuant to this Agreement.

Section 14. Argentina shall ensure that any protection against third party liability, including any insurance or other financial security, in respect of a nuclear incident occurring in a nuclear installation under its jurisdiction shall apply to the Agency and its inspectors when carrying out their functions under this Agreement as that protection applies to nationals of Argentina.

Article VIII

SCIENTIFIC INFORMATION

Section 15. In conformity with paragraph B of Article VIII of the Statute of the Agency, Argentina shall make available to the Agency without charge all scientific information developed as a result of the assistance extended by the Agency.

¹ United Nations, *Treaty Series*, vol. 374, p. 147.

Article IX

LANGUAGES

Section 16. Reports and other information shall be submitted to the Agency in one of the working languages of the Board of Governors of the Agency.

Article X

SETTLEMENT OF DISPUTES

Section 17. Decisions of the Board of Governors of the Agency concerning the implementation of Article V, VI or VII shall, if they so provide, be given effect immediately by the Agency and Argentina pending the final settlement of any dispute.

Section 18. Any dispute arising out of the interpretation or application of this Agreement, which is not settled by negotiation or as may otherwise be agreed by the parties concerned, shall on the request of any party be submitted to an arbitral tribunal composed as follows:

- (a) If the dispute involves only two of the parties to this Agreement, all three parties agreeing that the third is not concerned, the two parties involved shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If within thirty days of the request for arbitration either party has not designated an arbitrator, either party to the dispute may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected.
- (b) If the dispute involves all three parties to this Agreement, each party shall designate one arbitrator, and the three arbitrators so designated shall by unanimous decision elect a fourth arbitrator, who shall be the Chairman, and a fifth arbitrator. If within thirty days of the request for arbitration any party has not designated an arbitrator, any party may request the President of the International Court of Justice to appoint the necessary number of arbitrators. The same procedure shall apply if, within thirty days of the designation or appointment of the third of the first three arbitrators, the Chairman or the fifth arbitrator has not been elected.

A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedure shall be established by the tribunal, whose decisions, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the parties, shall be binding on all

parties. The remuneration of the arbitrators shall be determined on the same basis as that of ad hoc judges of the International Court of Justice under Article 32, paragraph 4, of the Statute of the Court.

Article XI

ENTRY INTO FORCE

Section 19. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representatives of Argentina and Germany.

DONE in triplicate in English and Spanish, the texts in both languages being equally authentic.

For the International Atomic Energy Agency:

SIGVARD EKLUND

Vienna, 13 March 1970

For the Government of the Argentine Republic:

OSCAR A. QUIHILLALT

Vienna, 24 February 1970

For the Government of the Federal Republic of Germany:

JOSEF LÖNS

Vienna, 12 March 1970

ANNEX

AGENCY SAFEGUARDS

A. INVENTORY OF ITEMS SUBJECT TO SAFEGUARDS

1. The Agency shall establish, in accordance with paragraph 2 below, an inventory (hereinafter called the "Inventory") of all nuclear material and facilities subject to safeguards under this Agreement. The inventory shall be maintained on the basis of the reports received from Argentina pursuant to the procedures provided for in paragraph 6 below and of other decisions, determinations and arrangements made pursuant to this Annex. Nuclear material referred to in sub-paragraph 2 (a) (ii) below shall be considered as being listed in the Inventory from the time that it is produced, processed or used within the meaning of that sub-paragraph. The Agency shall send copies of the Inventory to Argentina every twelve months and also at any other times specified by Argentina in a request communicated to the Agency at least two weeks in advance.

2. The following nuclear material and facilities shall be listed in the indicated parts of the Inventory:

(a) *Main Part*:

- (i) The reactor and the supplied material, and nuclear material substituted in accordance with paragraph 25 or 26 (d) of the Safeguards Document for any nuclear material listed in accordance with this sub-paragraph;
- (ii) Nuclear material that is being or has been produced, processed or used in the reactor or produced in or by the use of any nuclear material listed in the main part of the Inventory, and nuclear material substituted in accordance with paragraph 25 or 26 (d) of the Safeguards Document for any nuclear material listed in accordance with this sub-paragraph;

(b) *Subsidiary Part*: Any facility while it contains any nuclear material listed in the main part of the Inventory;

(c) *Inactive Part*:

- (i) Nuclear material which has been exempted from safeguards pursuant to paragraph 3 below;
- (ii) Nuclear material with regard to which safeguards have been suspended pursuant to paragraph 3 below.

3. The Agency shall exempt nuclear material from safeguards under the conditions specified in paragraph 21, 22 or 23 of the Safeguards Document and shall suspend safeguards with respect to nuclear material under the conditions specified in paragraph 24 or 25. Upon such exemption or suspension, the nuclear material affected shall be transferred from the main to the inactive part of the Inventory.

4. The Agency shall terminate safeguards with respect to nuclear material under the conditions specified in paragraph 26 of the Safeguards Document and may make arrangements with Argentina to terminate safeguards pursuant to paragraph 27. Upon such termination the nuclear material affected shall be removed from the Inventory.

B. SAFEGUARDS PROCEDURES

5. In applying safeguards, the Agency shall observe the principles set forth in paragraphs 9–14 of the Safeguards Document.

6. The procedures for the application of safeguards by the Agency under this Agreement shall be those set forth in Part III of the Safeguards Document. The Agency shall make arrangements with Argentina concerning the detailed implementation of those procedures.

7. The Agency may suspend the application of safeguards to nuclear material and facilities under this Agreement to the extent that safeguards are applied to such material and facilities pursuant to another safeguards agreement between the Agency and Argentina.

8. The Agency may request the information referred to in paragraph 41 of the Safeguards Document and make an initial inspection or inspections in accordance with paragraphs 51 and 52 of the Document.

9. Argentina shall inform the Agency of its intention to transfer any nuclear material listed in the main part of the Inventory to a facility within its jurisdiction in connection with which the Agency is not applying safeguards, and shall provide to the Agency sufficient information to enable it to determine whether, and under what conditions, it can apply safeguards in connection with the facility. The material may only be transferred when all necessary arrangements with the Agency have been concluded for the application of safeguards in connection with the facility.

10. Nuclear material listed in the main part of the Inventory may only be transferred beyond the jurisdiction of Argentina in accordance with the provisions of paragraph 28 of the Safeguards Document. The reactor may only be so transferred in accordance with such provisions, *mutatis mutandis*. If any material or the reactor is transferred in accordance with this Section it shall thereupon be removed from the Inventory.

11. If the Board of Governors of the Agency determines that there has been any non-compliance with this Agreement, the Board shall call upon Argentina to remedy such non-compliance forthwith, and shall make such reports as it deems appropriate. If Argentina fails to take fully corrective action within a reasonable time the Board may take any measures provided for in Article XII. C of the Statute of the Agency.

C. INTERPRETATION AND AMENDMENT

12. This Annex shall be interpreted in the light of the Agency's safeguards system, as set forth in the Safeguards and Inspectors Documents.

13. If the Board of Governors of the Agency decides to make any change in the Safeguards or Inspectors Documents, this Agreement shall be amended, at the request of Argentina, to take account of such change.
