

**No. 17690**

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**CANADA  
and  
ARGENTINA**

**Agreement for co-operation in the development and application of atomic energy for peaceful purposes (with appendices and exchange of letters). Signed at Buenos Aires on 30 January 1976**

*Authentic texts: English, French and Spanish.*

*Registered by Canada on 11 April 1979.*

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**CANADA  
et  
ARGENTINE**

**Accord de coopération concernant le développement et l'utilisation de l'énergie atomique à des fins pacifiques (avec annexes et échange de lettres). Signé à Buenos Aires le 30 janvier 1976**

*Textes authentiques : anglais, français et espagnol.*

*Enregistré par le Canada le 11 avril 1979.*

## AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE ARGENTINE REPUBLIC FOR CO-OPERATION IN THE DEVELOPMENT AND APPLICATION OF ATOMIC ENERGY FOR PEACEFUL PURPOSES

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The Government of Canada and the Government of the Argentine Republic, Conscious of the many benefits, including the increase of energy supplies, the raising of agricultural and industrial production, and the wider availability of knowledge and means to combat disease which the application of atomic energy to peaceful purposes is providing,

Desiring to accelerate and enlarge the contribution which the development of atomic energy can make to the welfare and prosperity of their peoples,

Recognizing the advantages to them both of effective co-operation in the development and the application of atomic energy for peaceful purposes,

Intending, therefore, to co-operate with one another to these ends,

Have agreed as follows:

*Article I.* 1. The co-operation contemplated by this Agreement relates solely to the development and application of atomic energy for peaceful purposes (and, without in any way limiting the generality of the foregoing, the development, manufacture or detonation of any nuclear explosive device shall not be regarded as a development or application of atomic energy for peaceful purposes).

2. The co-operation contemplated by this Agreement is intended to optimise the implementation of the respective nuclear energy programmes of the two Parties, and to this end includes:

- (a) The supply of information including that related to:
  - (i) Research and development;
  - (ii) Health and safety;
  - (iii) Equipment and facilities (including the supply of designs, drawings and specifications); and
  - (iv) Uses of equipment, facilities, material and nuclear material;
- (b) The supply of material, nuclear material, equipment and facilities;
- (c) Licensing arrangements and the transfer of patent rights;
- (d) Access to and use of equipment and facilities;
- (e) The rendering of technical assistance and services; and
- (f) Visits by nuclear scientists from one country to the other.

3. Items listed in paragraph 2 of this article transferred between Canada and the Argentine Republic after the entry into force of this Agreement shall be deemed to be supplied or obtained under this Agreement. However, nothing in this Agreement shall in any way affect the rights or obligations of persons or governmental enterprises under private commercial contracts, such as (1) AECL/CNEA (Río Tercero); (2) AECL/CNEA (heavy water); (3) AECL/CNEA (technology exchange); (4) EDC/CNEA (Río Tercero financing).

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<sup>1</sup> Came into force on 30 January 1976 by signature, in accordance with article X (1).

*Article II.* 1. The Parties shall, to such extent as is practicable, assist each other on matters within the scope of this Agreement. They shall encourage and facilitate co-operation between their governmental enterprises and persons under their jurisdiction, on matters within the scope of this Agreement.

2. Subject to the terms of this Agreement, governmental enterprises and persons under the jurisdiction of either Party may, in accordance with the domestic laws and regulations of their country:

- (i) Supply to and receive from governmental enterprises or authorized persons under the jurisdiction of the other Party, information, within the scope of this Agreement, on commercial or other terms as may be agreed by the enterprises or persons concerned; and
- (ii) Supply to and receive from governmental enterprises or authorized persons under the jurisdiction of the other Party, material, nuclear material, equipment and facilities, within the scope of this Agreement, on commercial or other terms as may be agreed by the enterprises or persons concerned.

3. Each Party may inform the other Party and the International Atomic Energy Agency of approvals granted under paragraph 2 of this article.

*Article III.* 1. The co-operation contemplated by this Agreement shall be effected on terms and conditions to be agreed between the Parties and shall be in accordance with the domestic laws and regulations in force in Canada and in the Argentine Republic.

2. The two Parties shall agree in writing prior to the transfer of equipment, material, nuclear material, facilities and information whether that transferred item as well as items referred to in paragraph 3 of this article which are derived therefrom shall be subject to the provisions of paragraph 3 of this article. Furthermore if a Party considers that it is unable to grant consent with respect to a matter referred to in paragraph 3 of this article, that Party shall provide the other Party with an immediate opportunity for full consultations aimed at achieving mutual agreement.

3. Without in any way limiting the generality of the foregoing, the following shall be transferred beyond the jurisdiction of the receiving Party only as may be mutually agreed between the two Parties:

- (i) Equipment, material, nuclear material, facilities and information supplied or obtained under this Agreement;
- (ii) Equipment and facilities produced or developed from, by, in or with the use of information supplied or obtained under this Agreement;
- (iii) Material and nuclear material used, produced, processed, reprocessed, enriched, fabricated or converted from, by, in or with the use of any of the foregoing; and
- (iv) Any subsequent generations of material and nuclear material used, produced, processed, reprocessed, enriched, fabricated or converted from, by, in or with the use of any of the above-mentioned material or nuclear material.

Nuclear material referred to in this paragraph shall be reprocessed, enriched or subsequently stored and used in either Party or elsewhere only at facilities where it has been determined by the International Atomic Energy Agency that the provisions of article V of this Agreement can be effectively applied and only as may be mutually agreed between the two Parties.

4. A Party shall never use the provisions of the present article for the purpose of securing commercial advantages. Furthermore, at the request of either Party, the

two Parties shall forthwith enter into consultations regarding paragraph 3 of this article with a view to achieving mutual agreement.

5. Each Party shall be responsible to the other Party for ensuring that the provisions of this Agreement are accepted and complied with by all its governmental enterprises, and by all persons under its jurisdiction.

*Article IV.* 1. The receiving Party shall take all measures necessary to ensure the physical security of nuclear material referred to in paragraph 1 of article V of this Agreement, and shall be guided by standards and recommendations established by or under the aegis of the International Atomic Energy Agency regarding the physical security of nuclear material.

2. The Parties agree to consult with each other periodically, or at any time at the request of either Party, regarding issues of physical security.

*Article V.* 1. The Parties agree that

- (i) Equipment, material, nuclear material and facilities supplied under this Agreement;
- (ii) Equipment, material, nuclear material and facilities used, produced, developed, processed, reprocessed, enriched, fabricated or converted from, by, in or with equipment, material, nuclear material, facilities or information supplied or obtained under this Agreement;
- (iii) Material and nuclear material used, produced, processed, reprocessed, enriched, fabricated or converted from, by, in or with any of the above-mentioned equipment or facilities; and
- (iv) All subsequent generations of material and nuclear material used, produced, processed, reprocessed, enriched, fabricated or converted from, by, in or with the use of any of the above-mentioned material or nuclear material

shall be used for peaceful purposes only (and, without in any way limiting the generality of the foregoing, shall not be used for the development, manufacture or detonation of any nuclear explosive device). To this end, all equipment, material, nuclear material and facilities referred to in this paragraph shall be subject to safeguards to be implemented by the International Atomic Energy Agency in accordance with the Agency's Statute.<sup>1</sup> While substitution may be made for any equipment, material, nuclear material or facility referred to in this paragraph, in the event of such substitution, the item substituted therefor shall be deemed for all purposes to be the same as the item for which it is substituted, and the item for which the substitution has been made shall for all purposes continue to be regarded as if no substitution had been made. The receiving Party shall inform the Agency of any thefts or other abnormal losses of any equipment, material, nuclear material, facilities or information referred to in this paragraph.

2. The Parties agree to enter into agreements with the International Atomic Energy Agency for the application of safeguards<sup>2</sup> required by this Agreement, and to co-operate fully with the International Atomic Energy Agency and with each other in the application of such safeguards. The Parties agree jointly to request the Interna-

<sup>1</sup> United Nations, *Treaty Series*, vol. 276, p. 3, and vol. 471, p. 334.

<sup>2</sup> See "Agreement between the Government of the Argentine Republic and the International Atomic Energy Agency for the application of safeguards in connection with a Co-operation Agreement between Argentina and Canada for co-operation in the development and application of atomic energy for peaceful purposes, signed at Vienna on 22 July 1977" in United Nations, *Treaty Series*, vol. 1133, No. I-17731.

tional Atomic Energy Agency to apply any agreements between the International Atomic Energy Agency and a receiving Party under this Agreement in accordance with the terms of this Agreement.

3. The receiving Party shall notify the International Atomic Energy Agency and the supplying Party of the entry into its jurisdiction or of the production of such equipment, material, nuclear material and facilities as are subject to safeguards.

4. In order that co-operation under this Agreement may continue without interruption, if for any reason the International Atomic Energy Agency does not implement responsibilities assigned to it under paragraph 1 of this article, those responsibilities shall be implemented jointly by both Parties.

5. In the event of non-compliance with article III or with paragraphs 1 to 4 of this article, a Party may suspend co-operation under paragraph 2 of article I and under article II of this Agreement, and the receiving Party shall, at the request of the supplying Party, immediately cease to use material, nuclear material, equipment, facilities and information referred to in paragraph 1 of this article.

*Article VI.* Notwithstanding article V, if both Parties agree, safeguards may be terminated with respect to material or nuclear material which is to be used in non-nuclear activities.

*Article VII.* 1. The Atomic Energy Control Board of Canada (or any governmental authority designated by the Government of Canada to replace it) and the Comisión Nacional de Energía Atómica of the Argentine Republic (or any governmental authority designated by the Government of the Argentine Republic to replace it) shall consult annually, or at any other time at the request of either Party, to ensure the effective fulfilment of the obligations of the present Agreement. If both Parties agree the consultations provided for in the present Agreement may be effected in writing.

2. The Parties shall jointly request the International Atomic Energy Agency to provide both Parties with such reports and other documentation prepared by the International Atomic Energy Agency with respect to items referred to in article V of the present Agreement as either Party may consider appropriate.

*Article VIII.* Any dispute arising out of the interpretation or application of the present Agreement which is not settled by negotiation or as may otherwise be agreed by the Parties shall, on the request of either Party, be submitted to an arbitral tribunal which shall be composed of three arbitrators. Each Party shall designate one arbitrator and the two arbitrators so designated shall elect a third, who shall be the Chairman. If, within thirty (30) days of the request for arbitration, either Party has not designated an arbitrator, the other Party to the dispute may request the President of the International Court of Justice to appoint an arbitrator for the Party which has not designated an arbitrator. The same procedure shall apply if, within thirty (30) days of the designation or appointment of arbitrators for both the Parties, the third 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 of all the members of the arbitral tribunal. The arbitral procedure shall be fixed by the tribunal. The decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties shall be binding on both Parties and shall be implemented by them, in accordance with their respective constitutional procedures. The remuneration of the arbi-

trators shall be determined on the same basis as that for *ad hoc* judges of the International Court of Justice.

*Article IX.* For the purpose of this Agreement:

(a) "Equipment" means any item listed in appendix A to this Agreement. Appendix A may be amended from time to time with the agreement of both Parties;

(b) "Facility" means any plant, building, or structure containing or incorporating equipment, material or nuclear material or otherwise used for atomic energy activities, or for the application of atomic energy;

(c) "Material" means any radioactive substance, and any other substance (other than nuclear material) of special applicability to or importance in atomic energy activities, such as heavy water and zirconium;

(d) "Nuclear material" means any source material or any special fissionable material as these terms are defined in article XX of the Statute of the International Atomic Energy Agency which is attached as appendix B. Any determination by the Board of Governors of the International Atomic Energy Agency under article XX of the Agency's Statute which amends the list of materials considered to be "source material" or "special fissionable material" shall only have effect under this Agreement when both Parties to this Agreement have informed each other in writing that they accept that amendment;

(e) "Governmental enterprises" means Atomic Energy of Canada Limited, for the Government of Canada, and the Comisión Nacional de Energía Atómica, for the Government of the Argentine Republic, and such other enterprises under the jurisdiction of either Party as either Party may designate in writing;

(f) "Persons" means individuals, firms, corporations, companies, partnerships, associations and other entities private or governmental and their respective agents and local representatives, but the term "persons" shall not include "governmental enterprises" as defined in paragraph (e) of this article; and

(g) "Information" means technical data in physical form including: technical drawings, photographic negatives and prints, recordings, design data, and technical and operating manuals for use in the design, production, operation or testing of equipment, facilities, material or nuclear material except data available to the public, i.e. in published books and periodicals.

*Article X.* 1. The present Agreement shall enter into force upon signature by both Parties.

2. The present Agreement shall remain in force for a period of fifteen years and shall stand renewed thereafter for periods of ten years unless a wish to the contrary has been expressed by one of the Parties to the other Party in writing. In case of termination, however, the provisions of articles III, V, VII and VIII shall remain in force until it has been agreed between the Parties that items referred to in these articles can no longer be used in such a way as to further any non-peaceful purpose or it is otherwise agreed that the provisions of these articles should no longer apply.

DONE at Buenos Aires, capital of the Argentine Republic, on the thirtieth day of January, one thousand nine hundred and seventy-six in two originals, of which the English, French and Spanish texts are equally authentic.

FAIT à Buenos Aires, capitale de la République argentine, ce trentième jour de janvier mil neuf cent soixante-seize, en deux exemplaires originaux, dont les textes français, anglais et espagnol sont également authentiques.

A. P. BISSONNET

For the Government of Canada  
Pour le Gouvernement du Canada

RAÚL QUIJANO

For the Government of the Argentine Republic  
Pour le Gouvernement de la République argentine

## APPENDIX A

- (1) Parts for specially designed equipment described in items 2 to 14 inclusive of this list.
- (2) Plant and equipment specially designed for the fabrication of fuel elements containing source (fertile) or fissionable materials.
- (3) Plant and equipment specially designed for the production or concentration of deuterium or deuterium oxide.
- (4) Equipment specifically designed for the separation of isotopes of uranium or lithium.
- (5) Machines, materials or equipment specially designed for use in the processing of irradiated nuclear materials in order to isolate or recover fissionable materials, such as nuclear reactor fuel chopping machines, countercurrent solvent extractors, and specially designed parts and accessories therefor.
- (6) Equipment specially designed for the processing of source (fertile) or fissionable material including plants specially designed for the production of uranium hexafluoride (UF<sub>6</sub>).
- (7) Valves, 3 centimetres or greater in diameter, with bellows seals, wholly made of or lined with aluminum, nickel, or alloy containing 60 per cent or more nickel, either manually or automatically operated.
- (8) Gas centrifuges capable of the enrichment or separation of isotopes and specially designed parts and equipment for gas centrifuges and gas centrifuge installations.
- (9) Blowers and compressors (turbo, centrifugal and axial flow types), wholly made of or lined with aluminum, nickel or alloy containing 60 per cent or more nickel, and having a capacity of 60 cubic feet per minute (1,700 litres per minute) or greater.
- (10) Electrolytic cells for the production of fluorine, with a production capacity greater than 250 grams of fluorine per hour.
- (11) Heat exchangers, suitable for use in gaseous diffusion plants (i.e. heat exchangers made of aluminum, copper, nickel or alloys containing more than 60 per cent nickel or combinations of these metals as clad tubes), designed to operate at subatmospheric pressure, with a leak rate of less than 10<sup>-4</sup> atmospheres per hour under a pressure differential of 1 atmosphere.
- (12) Nuclear reactors, i.e., reactors capable of operation so as to maintain a controlled, self-sustaining fission chain reaction and equipment specially designed therefor.
- (13) Neutron generator tubes designed for operation without an external vacuum system, and utilizing electrostatic acceleration to induce a tritium-deuterium nuclear reaction.
- (14) Process control instrumentation, specially designed or modified for monitoring or controlling the processing of irradiated fissionable or fertile materials and lithium.

## APPENDIX B

## ARTICLE XX

*Definitions*

As used in this Statute:

1. The term "special fissionable material" means plutonium-239; uranium-233; uranium enriched in the isotopes 235 or 233; any material containing one or more of the foregoing; and such other fissionable material as the Board of Governors shall from time to time determine; but the term "special fissionable material" does not include source material.



2. The term “uranium enriched in the isotopes 235 or 233” means uranium containing the isotopes 235 or 233 or both in an amount such that the abundance ratio of the sum of these isotopes to the isotope 238 is greater than the ratio of the isotope 235 to the isotope 238 occurring in nature.

3. The term “source material” means uranium containing the mixture of isotopes occurring in nature; uranium depleted in the isotope 235; thorium; any of the foregoing in the form of metal, alloy, chemical compound or concentrate; any other material containing one or more of the foregoing in such concentration as the Board of Governors shall from time to time determine; and such other material as the Board of Governors shall from time to time determine.

## EXCHANGE OF LETTERS — ÉCHANGE DE LETTRES

## I

Buenos Aires, January 30, 1976

Buenos Aires, le 30 janvier 1976

Excellency,

I have the honour to refer to paragraph 3 of article III of the Agreement between the Government of Canada and the Government of the Argentine Republic for co-operation in the development and application of atomic energy for peaceful purposes. The Government of Canada would be grateful for confirmation that the Government of the Argentine Republic agrees that the provisions contained in the above-mentioned paragraph shall apply to all equipment, material, nuclear material, facilities and information supplied from Canada to the Argentine Republic, as well as to all items derived therefrom to which said paragraph refers.

Accept, Excellency, the assurances of my highest consideration.

A. P. BISSONNET  
Ambassador

His Excellency  
Doctor Raúl A. Quijano  
The Minister of Foreign Affairs  
and Worship  
Buenos Aires

Excellence,

J'ai l'honneur de me référer au paragraphe 3 de l'article III de l'Accord de coopération entre le Gouvernement du Canada et le Gouvernement de la République argentine concernant le développement et l'utilisation de l'énergie atomique à des fins pacifiques. Le Gouvernement du Canada vous serait reconnaissant de lui confirmer que le Gouvernement de la République argentine accepte que les dispositions contenues dans le paragraphe susmentionné s'appliquent à tout équipement, produit, matière nucléaire, installation et renseignement fournis depuis le Canada à la République argentine, de même qu'à tous les éléments qui en découlent auxquels fait référence ledit paragraphe.

Veuillez accepter, Excellence, l'assurance de ma très haute considération.

L'Ambassadeur,  
A. P. BISSONNET

Son Excellence  
Docteur Raúl A. Quijano  
Ministre des affaires extérieures  
et du culte  
Buenos Aires

## II

[SPANISH TEXT — TEXTE ESPAGNOL]

MINISTRO DE RELACIONES EXTERIORES Y CULTO

Buenos Aires, 30 de enero de 1976

Señor Embajador:

Tengo el honor de referirme a la Nota de Vuestra Excelencia del día de la fecha, relativa al párrafo 3 del artículo III del Acuerdo entre el Gobierno de la República Argentina y el Gobierno de Canadá para la Cooperación en el Desarrollo y

Aplicación de la Energía Atómica para Fines Pacíficos. El Gobierno de la República Argentina conviene en que las disposiciones contenidas en el párrafo mencionado se aplicarán a todo el equipo, material, material nuclear, instalaciones e información suministrados desde Canadá a la República Argentina, así como a todos los elementos derivados de los mismos a los que se refiere dicho párrafo.

Saludo a Vuestra Excelencia con mi más alta y distinguida consideración.

[Signed — Signé]<sup>1</sup>

A Su Excelencia el señor Embajador Extraordinario  
y Plenipotenciario del Gobierno de Canadá  
D. Alfred Pike Bissonnet

[TRANSLATION<sup>2</sup>]

Buenos Aires, January 30, 1976

Excellency,

I have the honour to refer to Your Excellency's Note dated January 30, 1976, concerning paragraph 3 of article III of the Agreement between the Government of Canada and the Government of the Argentine Republic for co-operation in the development and application of atomic energy for peaceful purposes. The Government of the Argentine Republic agrees that the provisions contained in the above-mentioned paragraph shall apply to all equipment, material, nuclear material, facilities and information supplied from Canada to the Argentine Republic, as well as to all items derived therefrom to which said paragraph refers.

Accept, Excellency, the assurances of my highest consideration.

RAÚL A. QUIJANO  
Minister of Foreign Affairs  
and Worship

His Excellency  
A. P. Bissonnet  
Ambassador of Canada  
Buenos Aires

[TRADUCTION<sup>2</sup>]

Buenos Aires, le 30 janvier 1976

Excellence,

J'ai l'honneur de me référer à la Note de votre Excellence datée du 30 janvier 1976, touchant le paragraphe 3 de l'article III de l'Accord de coopération entre le Gouvernement du Canada et le Gouvernement de la République argentine concernant le développement et l'utilisation de l'énergie atomique à des fins pacifiques. Le Gouvernement de la République argentine accepte que les dispositions contenues dans le paragraphe susmentionné s'appliquent à tout équipement, produit, matière nucléaire, installation et renseignement fournis depuis le Canada à la République argentine, de même qu'à tous les éléments qui en découlent auxquels fait référence ledit paragraphe.

Veillez accepter, Excellence, l'assurance de ma très haute considération.

RAÚL A. QUIJANO  
Ministre des affaires extérieures  
et du culte

Son Excellence  
Monsieur A. P. Bissonnet  
Ambassadeur du Canada  
Buenos Aires

<sup>1</sup> Signed by Raúl A. Quijano.

<sup>2</sup> Translation supplied by the Government of Canada.

<sup>1</sup> Signé par Raúl A. Quijano.

<sup>2</sup> Traduction fournie par le Gouvernement canadien.