

No. 17731

**INTERNATIONAL ATOMIC ENERGY AGENCY
and
ARGENTINA**

Agreement for the application of safeguards in connection with the Agreement between the Government of the Argentine Republic and the Government of Canada for co-operation in the development and application of atomic energy for peaceful purposes (with appendix). Signed at Vienna on 22 July 1977

Authentic text: Spanish.

Registered by the International Atomic Energy Agency on 11 April 1979.

**AGENCE INTERNATIONALE DE L'ÉNERGIE
ATOMIQUE
et
ARGENTINE**

Accord pour l'application de garanties dans le cadre de l'Accord conclu entre le Gouvernement de la République argentine et le Gouvernement du Canada pour la coopération en matière de développement et d'application de l'énergie atomique à des fins pacifiques (avec appendice). Signé à Vienne le 22 juillet 1977

Texte authentique : espagnol.

Enregistré par l'Agence internationale de l'énergie atomique le 11 avril 1979.

[TRANSLATION¹ — TRADUCTION²]

AGREEMENT³ BETWEEN THE GOVERNMENT OF THE ARGENTINE REPUBLIC AND THE INTERNATIONAL ATOMIC ENERGY AGENCY FOR THE APPLICATION OF SAFEGUARDS IN CONNECTION WITH THE AGREEMENT BETWEEN THE GOVERNMENT OF THE ARGENTINE REPUBLIC AND THE GOVERNMENT OF CANADA FOR CO-OPERATION IN THE DEVELOPMENT AND APPLICATION OF ATOMIC ENERGY FOR PEACEFUL PURPOSES⁴

WHEREAS the Government of the Argentine Republic and the Government of Canada and persons under their respective jurisdictions have made and may make arrangements for the transfer of nuclear material, material, equipment, facilities and information from Canada to the Argentine Republic pursuant to their Agreement for Co-operation in the Development and Application of Atomic Energy for Peaceful Purposes of 30 January 1976⁴ (hereinafter referred to as “the Co-operation Agreement”),

WHEREAS The Government of Canada and the Government of the Argentine Republic have agreed that nuclear material, material, equipment, facilities and information transferred from Canada to the Argentine Republic shall be used only for the development and application of atomic energy for peaceful purposes,

WHEREAS the International Atomic Energy Agency (hereinafter referred to as “the Agency”) is authorized by its Statute⁵ to apply safeguards, at the request of the parties, to any bilateral or multilateral arrangement, or at the request of a State, to any of that State’s activities in the field of atomic energy,

WHEREAS the Government of the Argentine Republic has requested the Agency to apply safeguards to nuclear material, material, equipment and facilities transferred from Canada to the Argentine Republic, to nuclear material, material, equipment and facilities produced, processed or used thereby or therewith or with the use of information provided from Canada to the Argentine Republic and to all subsequent generations of special fissionable material produced by the use of any such item,

WHEREAS the Board of Governors of the Agency (hereinafter referred to as “the Board”) has acceded to that request on 16 June 1977,

NOW, THEREFORE, the Government of the Argentine Republic and the Agency have agreed as follows:

¹ Translation supplied by the International Atomic Energy Agency.

² Traduction fournie par l’Agence internationale de l’énergie atomique.

³ Came into force on 22 July 1977 by signature, in accordance with section 31.

⁴ United Nations, *Treaty Series*, vol. 1132, p. 203.

⁵ *Ibid.*, vol. 276, p. 3, and vol. 471, p. 334.

DEFINITIONS

Section 1. For the purposes of this Agreement:

(a) "Equipment" shall mean any equipment which is specially designed or prepared for the processing, use or production of nuclear material or material. The term shall include all items listed in the Appendix to this Agreement as well as any major components thereof.

(b) "Facility" shall mean:

- (i) A principal nuclear facility as defined in paragraph 78 of the Safeguards Document as well as a critical facility or a separate storage installation;
- (ii) A plant for the production of heavy water; or
- (iii) Any location where nuclear material in amounts greater than one effective kilogram is customarily used.

(c) "Information" (except in Sections 4, 7 (c) and 13 of this Agreement) shall mean information transferred from the Government of Canada to the Government of the Argentine Republic under the Co-operation Agreement in any form or manner in which such information can be transferred, including but not limited to technical drawings, photographic negatives and prints, recordings, design data and technical and operating and maintenance manuals, that can be used in the design, production, operation or testing of equipment, facilities, nuclear material or material, except information freely available to the public; the term shall include any information obtained from a facility or equipment transferred under the Co-operation Agreement.

(d) "Inspectors Document" shall mean the Annex to Agency document GC(V)/INF/39.

(e) "Material" means any radioactive substance, and any other substance (other than nuclear material) of special applicability to or importance in atomic energy activities.

(f) "Nuclear material" shall mean any source material or special fissionable material as defined in Article XX of the Statute of the Agency.

(g) "Produced, processed or used" shall mean any utilization or any alteration of the physical or chemical form or composition including any change of the isotopic composition, of the nuclear material or material involved.

(h) "Safeguards Document" shall mean Agency document INFCIRC/66/Rev.2.

UNDERTAKINGS BY THE GOVERNMENT OF THE ARGENTINE REPUBLIC

Section 2. The Government of the Argentine Republic undertakes that none of the following items shall be used for the manufacture of any nuclear weapon or to further any other military purpose or for the manufacture of any other nuclear explosive device:

- (a) Nuclear material, material, any equipment or any facility transferred from Canada to the Argentine Republic under the Co-operation Agreement;
- (b) Any equipment or facility which is designed, constructed or operated in the Argentine Republic on the basis of or by the use of information;
- (c) Nuclear material, including subsequent generations of special fissionable material and any material, which has been produced, processed or used on the basis of or by the use of any item referred to in this Section or any information;
- (d) Any other item required to be listed in the Inventory.

Section 3. The Government of the Argentine Republic undertakes to accept Agency safeguards as provided for in this Agreement on the items referred to in Section 2.

Section 4. The Government of the Argentine Republic undertakes to facilitate the application of safeguards by the Agency and to co-operate with the Agency to that end. The Government of the Argentine Republic and the Agency shall consult annually or at any other time at the request of the Government of the Argentine Republic or the Agency to ensure the effective implementation of this Agreement and for this purpose they may provide each other such information as may be required. The Government of Canada shall be invited to participate in these consultations.

UNDERTAKING BY THE AGENCY

Section 5. The Agency undertakes to apply safeguards in accordance with the terms of this Agreement on nuclear material, material, equipment and facilities referred to in Section 2 to ensure, so far as it is able, that no such item is used for the manufacture of any nuclear weapon or to further any other military purpose or for the manufacture of any other nuclear explosive device.

SAFEGUARDS PRINCIPLES

Section 6. In applying safeguards, the Agency shall observe the principles set forth in paragraphs 9 to 14 of the Safeguards Document.

SAFEGUARDS PROCEDURES

Section 7. (a) The safeguards procedures to be applied by the Agency are those specified in the Safeguards Document, as well as such additional procedures resulting from technological developments as may be agreed upon between the Agency and the Government of the Argentine Republic.

(b) The Agency shall make subsidiary arrangements with the Government of the Argentine Republic concerning the implementation of safeguards procedures which shall include such containment and surveillance measures as are required for the effective application of safeguards, as well as any procedures necessary for maintaining and verifying the correctness of the Inventory with respect to facilities, equipment, nuclear material and material. The Government of the Argentine Republic and the Agency shall make every effort to achieve the entry into force of the Subsidiary Arrangements at as early a date as possible with a view to enabling the Agency to discharge its responsibilities under this Agreement.

(c) The Agency shall have the right to request the information referred to in paragraph 41 of the Safeguards Document and to make the inspections referred to in paragraph 51 thereof.

ESTABLISHMENT AND MAINTENANCE OF THE INVENTORY AND THE LIST

Section 8. The Agency shall establish and maintain an Inventory in accordance with Section 9 and a List in accordance with Section 10 of this Agreement. The Agency shall send copies of the Inventory and the List to the Government of the Argentine Republic and to the Government of Canada every twelve months. The Agency shall send copies of the Inventory and the List to both Governments at any other time within two weeks of receiving a request for such a copy either from the Government of the Argentine Republic or the Government of Canada.

Section 9. The following items shall be listed in the Inventory:

(a) *Main Part*

- (i) Nuclear material, material, equipment and any facility transferred from Canada to the Argentine Republic under the Co-operation Agreement;
- (ii) Any equipment or facility which is designed, constructed or operated in the Argentine Republic on the basis of or by the use of information;
- (iii) Material which has been produced, processed or used in the Argentine Republic on the basis of or by the use of any facility, equipment or information transferred from Canada under the Co-operation Agreement;
- (iv) Nuclear material, including subsequent generations of special fissionable material, which has been produced, processed or used in the Argentine Republic on the basis or by the use of any item referred to in the Inventory or any information;

(b) *Subsidiary Part*

- (i) Any facility while containing equipment referred to in the Main Part of the Inventory;
- (ii) Any facility and equipment while storing, using or processing any nuclear material or any material referred to in the Main Part of the Inventory;

(c) *Inactive Part.* Any nuclear material which is not listed in the Main part of the Inventory because:

- (i) It has been exempted from safeguards pursuant to Section 17; or
- (ii) Safeguards thereon have been suspended pursuant to Section 18.

Section 10. The Agency shall maintain a List containing a description of such information as has been notified to it under Section 12 (f) or (g). Upon determination by the Agency and the Government of the Argentine Republic that any information is no longer significant for any nuclear activity relevant from the point of view of safeguards, appropriate deletions shall be made from the List.

Section 11. Without restricting the generality of Section 9 (a)(ii), any facility or equipment for the separation of the isotopes of uranium or the processing of irradiated nuclear material or the production of heavy water shall be deemed to be a facility or equipment referred to in Section 9 (a)(ii) if:

- (a) The chemical or physical operating process of the facility or equipment is the same or essentially the same process as that which characterizes a facility or equipment transferred from Canada under the Co-operation Agreement or as that which is contained in information;
- (b) The facility or equipment is designed, constructed, commences operation or is first used within 20 years from the receipt of the notification referred to in (c) below; and
- (c) Before the transfer of any facility, equipment or information relating to the separation of the isotopes of uranium or the processing of irradiated nuclear material or the production of heavy water, the Government of Canada has, with the concurrence of the Government of the Argentine Republic, identified in writing the physical or chemical operating process which characterizes the facility or equipment or is contained in the information to be transferred and has notified the Agency of this identification.

Section 12. (a) (i) The Government of the Argentine Republic shall after consultation with the Government of Canada notify the Agency of items required to

be listed in the Inventory as of the date of the entry into force of this Agreement, within two weeks thereof.

(ii) With respect to any transfer of facilities equipment, nuclear material or material from Canada to the Argentine Republic after the entry into force of this Agreement, the Government of Canada may notify the Agency and the Government of the Argentine Republic of such transfer and the mode of transport, at the time of shipment. The Government of the Argentine Republic shall notify the Agency and the Government of Canada within 30 days of receipt of the item in question; upon receipt of the latter notification the Agency shall list the item in question in the Inventory. In the case of transfers of source material in quantities not exceeding one metric ton, the Agency may be notified at quarterly intervals.

(b) The Government of the Argentine Republic shall notify the Agency, within the time limits prescribed in the Subsidiary Arrangements referred to in Section 7 (b), of any equipment or facility which is required to be listed in the Main Part of the Inventory in accordance with Section 9 (a)(ii).

(c) The Government of Canada and the Government of the Argentine Republic may jointly notify the Agency of any facility or equipment which they consider is required to be listed in the Main part of the Inventory in accordance with Section 9 (a)(ii). If no agreement can be reached on such joint notification, either the Government of Canada or the Government of the Argentine Republic may refer the matter to the Agency for decision.

(d) The Government of the Argentine Republic shall notify the Agency by means of reports in accordance with the Safeguards Document and the Subsidiary Arrangements referred to in Section 7 (b) of any nuclear material or material produced, processed or used and which is required to be listed in sub-part (iii) or (iv) of the Main Part of the Inventory.

(e) The Government of the Argentine Republic shall notify the Agency of any facility required to be listed in the Subsidiary Part of the Inventory.

(f) The Government of the Argentine Republic shall notify the Agency of any information received.

(g) The Government of Canada and the Government of the Argentine Republic may jointly notify the Agency of any information transferred or to be transferred pursuant [to] the Co-operation Agreement.

Section 13. Any notification made pursuant to Section 12 or 15 shall specify, *inter alia*, to the extent relevant, the nuclear and chemical composition, physical form and the quantity of the nuclear material or material, or the type and capacity of any equipment, facility or major component of any equipment or facility, the date of shipment, the date of receipt, the identity of the consignor and consignee, and any other relevant information.

Section 14. The Agency shall, within thirty days of receiving a notification pursuant to Section 12 (a), (b) or (c), inform the Government of the Argentine Republic and the Government of Canada that the items covered by the notification are listed in the Main Part of the Inventory.

TRANSFERS

Section 15. (a) The Government of the Argentine Republic shall notify the Agency and the Government of Canada of any intended transfer to or construction outside the Argentine Republic or Canada of nuclear material, material, equipment

or any facility which is or would, except for the proposed transfer or construction, be required to be listed in the Main Part of the Inventory. Such nuclear material, material, equipment or facility shall not be so transferred or constructed until the Agency has informed the Government of the Argentine Republic and the Government of Canada that it has satisfied itself that Agency safeguards will apply with respect to such nuclear material, material, equipment or facility.

(b) Information shall not be transferred or otherwise be made available outside the Argentine Republic or Canada until the Agency has informed the Government of the Argentine Republic and the Government of Canada that it has satisfied itself that Agency safeguards will apply in connection with the use of such information.

(c) The Agency shall inform the Government of the Argentine Republic and the Government of Canada, within a period to be specified in the Subsidiary Arrangements, whether it is satisfied that Agency safeguards will apply with respect to the nuclear material, material, equipment or facility or in connection with the use of the information in question. In the event that the Agency is not satisfied in this regard, it shall indicate what steps are necessary to ensure that Agency safeguards shall apply before the intended transfer, construction or making available of the nuclear material, material, equipment, facility or information.

Section 16. Whenever it is intended to transfer nuclear material, material, or equipment listed in the Main Part of the Inventory to a facility within the Argentine Republic which is not yet listed in the Inventory, the Government of the Argentine Republic shall make the notification required in accordance with Section 12 to the Agency and the Government of Canada before such transfer is effected. The transfer shall not be made to that facility until the Agency has confirmed that it has made arrangements in accordance with Section 7 (b) with respect to that facility.

EXEMPTION FROM AND SUSPENSION OF SAFEGUARDS

Section 17. Nuclear material listed in the Main Part of the Inventory shall be exempted from safeguards under the conditions specified in paragraphs 21 and 22 of the Safeguards Document.

Section 18. The Agency may, with the agreement of the Government of Canada, suspend safeguards on nuclear material under the conditions specified in paragraph 24 of the Safeguards Document.

Section 19. Nuclear material which is exempted from safeguards pursuant to Section 17 and nuclear material on which safeguards have been suspended pursuant to Section 18 shall be deleted from the Main Part of the Inventory and shall be listed in the Inactive Part of the Inventory.

TERMINATION OF SAFEGUARDS

Section 20. The safeguards applied pursuant to this Agreement shall be terminated by the Agency under the following conditions:

- (a) On nuclear material, material, equipment or facilities, upon transfer in accordance with Section 15 or upon return to Canada;
- (b) On nuclear material under the conditions specified in paragraph 26 (c) and paragraph 27 of the Safeguards Document;
- (c) On material, equipment and facilities as and when the Agency determines that the item in question has been consumed, is no longer usable for any nuclear ac-

tivity relevant from the point of view of safeguards or has become practically irrecoverable.

Section 21. Upon termination of safeguards on any nuclear material, material, equipment or facility pursuant to Section 20, the item in question shall be deleted from the Inventory. The Agency shall, within thirty days of deleting the listing of an item from the Inventory pursuant to Section 20 (a), inform the Government of the Argentine Republic and the Government of Canada that such a deletion has been made.

AGENCY INSPECTORS

Section 22. The provisions of paragraphs 1 to 10 and 12 to 14, inclusive, of 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 to implement paragraph 50 of the Safeguards Document shall be agreed before the facility or the nuclear material is listed in the Inventory.

Section 23. The relevant provisions of the Agreement on the Privileges and Immunities of the Agency¹ shall apply to the Agency, its inspectors and to any property of the Agency used by them in performing their functions under this Agreement.

PHYSICAL PROTECTION

Section 24. The Government of the Argentine Republic shall take all the measures necessary for the physical protection on nuclear material, material, equipment and facilities required to be listed in the Inventory and shall be guided by the recommendations of the Agency with regard to such measures. The Government of the Argentine Republic and the Agency shall consult from time to time regarding physical protection. The Government of Canada shall be invited to participate in these consultations.

FINANCIAL PROVISIONS

Section 25. Expenses shall be borne as follows:

- (a) Subject to paragraph (b) of this Section, each Party shall bear any expenses incurred in the implementation of its responsibilities under this Agreement;
- (b) All special expenses incurred by the Government of the Argentine Republic or by persons under its jurisdiction, at the written request of the Agency, its inspectors or other officials, shall be reimbursed by the Agency if the Government of the Argentine Republic notifies the Agency before the expense is incurred that reimbursement will be required.

Nothing in this Section shall prejudice the allocation of expenses which are reasonably attributable to a failure by either Party to comply with this Agreement.

Section 26. The Government of the Argentine Republic 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 facility of the Argentine Republic shall apply to the Agency and its inspectors when carrying out their functions under this Agreement as that protection applies to nationals of the Argentine Republic.

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

THE AGENCY'S OBLIGATIONS IN THE EVENT
OF NON-COMPLIANCE

Section 27. (a) If the Board determines, in accordance with Article XII.C of the Statute, that there has been any non-compliance with this Agreement, the Board shall call upon the Government of the Argentine Republic to remedy such non-compliance forthwith, and the Board shall make such reports as it deems appropriate. In the event of failure by the Government of the Argentine Republic to take fully corrective action within a reasonable time, the Board may take any other measures provided for in Article XII.C of the Statute.

(b) The Agency shall immediately notify the Government of the Argentine Republic of any determination of the Board pursuant to this Section.

SETTLEMENT OF DISPUTES

Section 28. Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation or another procedure agreed to by the Government of the Argentine Republic and the Agency, shall on the request of either the Government of the Argentine Republic or the Agency be submitted to an arbitral tribunal composed as follows: The Government of the Argentine Republic and the Agency 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 the Government of the Argentine Republic or the Agency has not designated an arbitrator, the Government of the Argentine Republic or the Agency 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. 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 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 Government of the Argentine Republic and the Agency, shall be binding on the Government of the Argentine Republic and the Agency. The remuneration of the arbitrators shall be determined on the same basis as that of *ad hoc* judges of the International Court of Justice.

Section 29. Decisions of the Board concerning the implementation of this Agreement, except such as relate only to Sections 25 and 26 shall, if they so provide, be given effect immediately by the Parties, pending the final settlement of any dispute.

FINAL CLAUSES

Section 30. The Parties shall, at the request of either of them, consult about amending this Agreement. If the Board decides to make any changes in the Safeguards Document or in the Inspectors Document, this Agreement shall be amended if the Government of the Argentine Republic so requests, to take account of such changes, to the date of the request.

Section 31. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of the Government of the Argentine Republic. It shall remain in force until safeguards have been terminated, in accordance with its provisions, on all nuclear material, subsequent generations of produced special fissionable material, subject to safeguards under this

Agreement and all other items referred to in Section 2 and until the List referred to in Section 10 no longer contains any description of information, or as may be otherwise agreed between the Agency and the Government of the Argentine Republic.

DONE in Vienna on the 22nd day of July 1977 in duplicate in the Spanish language.

For the Government of the Argentine Republic:

RAÚL A. ESTRADA OYUELA

For the International Atomic Energy Agency:

JOHN A. HALL

APPENDIX

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 (UF₆);
7. Valves, 3 centimetres or greater in diameter, with bellows seals, wholly made of or lined with aluminium, 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 aluminium, 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 aluminium, copper, nickel or alloys containing more than 60 per cent nickel or combinations of these metals as clad tubes), designed to operate at sub-atmospheric pressure, with a leak rate of less than 10^{-4} 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.