

No. 20962

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**INTERNATIONAL ATOMIC ENERGY AGENCY  
and  
ARGENTINA**

**Agreement for the application of safeguards to heavy water  
supplied from the Union of Soviet Socialist Republics.  
Signed at Vienna on 14 October 1981**

*Authentic text: Spanish.*

*Registered by the International Atomic Energy Agency on 24 March 1982.*

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

**Accord pour l'application de garanties à la fourniture d'eau  
lourde par l'Union des Républiques socialistes sovié-  
tiques. Signé à Vienne le 14 octobre 1981**

*Texte authentique: espagnol.*

*Enregistré par l'Agence internationale de l'énergie atomique le 24 mars 1982.*

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

AGREEMENT<sup>3</sup> BETWEEN THE GOVERNMENT OF THE ARGENTINE REPUBLIC AND THE INTERNATIONAL ATOMIC ENERGY AGENCY FOR THE APPLICATION OF SAFEGUARDS TO HEAVY WATER SUPPLIED FROM THE UNION OF SOVIET SOCIALIST REPUBLICS

WHEREAS the Government of the Argentine Republic has made arrangements for the supply of heavy water from the Union of Soviet Socialist Republics for use in nuclear power reactors;

WHEREAS the Government of the Argentine Republic has requested the International Atomic Energy Agency to apply its safeguards system in connection with the above-mentioned heavy water;

WHEREAS the International Atomic Energy Agency is authorized by its Statute<sup>4</sup> to apply safeguards, at the request of a State, to any of that State's activities in the field of atomic energy;

WHEREAS the Board of Governors of the International Atomic Energy Agency has acceded to the request of the Government of the Argentine Republic on 17 September 1981;

Now therefore the Government of the Argentine Republic and the International Atomic Energy Agency have agreed as follows:

*Part I*

DEFINITIONS

*Section 1.* For the purpose of this Agreement:

- (a) "Government" means the Government of the Argentine Republic;
- (b) "USSR" means the Union of Soviet Socialist Republics;
- (c) "Agency" means the International Atomic Energy Agency;
- (d) "Board" means the Board of Governors of the Agency;
- (e) "Statute" means the Statute of the Agency;
- (f) "Safeguards Document" means Agency document INFCIRC/66/Rev.2;
- (g) "Inspectors Document" means the Annex to Agency document GC(V)/INF/39;
- (h) "Inventory" means the list of items to be prepared by the Agency in accordance with Section 8;
- (i) "Heavy water" means water in which the ratio of deuterium atoms to hydrogen atoms exceeds 1 to 5,000. The term shall include hydrogen and hydrogen compounds in which the ratio of deuterium atoms to hydrogen atoms exceeds 1 to 5,000;
- (j) "Nuclear material" means any source material or special fissionable material as defined in Article XX of the Statute;

<sup>1</sup> Translation supplied by the International Atomic Energy Agency.

<sup>2</sup> Traduction fournie par l'Agence internationale de l'énergie atomique.

<sup>3</sup> Came into force on 14 October 1981 by signature, in accordance with section 33.

<sup>4</sup> United Nations, *Treaty Series*, vol. 276, p. 3.

(k) “Nuclear facility” means:

- (i) A principal nuclear facility as defined in paragraph 78 of the Safeguards Document as well as a critical facility; or
- (ii) Any location where nuclear material in amounts greater than one effective kilogram is customarily used or stored;

(l) “Produced, processed or used” means any utilization or any alteration of the physical or chemical form or composition including any change of the isotopic composition, of the nuclear material involved;

(m) “Agreement on the Privileges and Immunities of the Agency” means the agreement which was approved by the Board on 1 July 1959<sup>1</sup> the text of which was published in Agency document INFCIRC/9/Rev.2.

## Part II

### UNDERTAKINGS BY THE GOVERNMENT AND THE AGENCY

*Section 2.* The Government 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) Heavy water transferred to the Argentine Republic from the USSR;
- (b) Any nuclear material, including subsequent generations of special fissionable material, which has been produced, processed or used in any of the nuclear facilities in which the heavy water referred to in (a) is used;
- (c) Any other items while required to be listed in the Inventory.

*Section 3.* The Agency undertakes to apply its safeguards system in accordance with the terms of this Agreement to all items referred to in Section 2 so as to ensure 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.

*Section 4.* The Government undertakes to accept Agency safeguards, to facilitate their application and to co-operate with the Agency to that end. The Government and the Agency shall consult at any time at the request of either Party to ensure the effective implementation of this Agreement.

## Part III

### GENERAL SAFEGUARDS PRINCIPLES

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

## Part IV

### SAFEGUARDS PROCEDURES AND SUBSIDIARY ARRANGEMENTS

*Section 6.* (a) The procedures to be followed by the Agency in applying safeguards to the items listed in the Inventory with the exception of heavy water shall be those specified in the Safeguards Document.

(b) To that end the Government and the Agency shall make Subsidiary Arrangements concerning the implementation of such procedures, which shall specify in detail, to the extent necessary for the Agency to be able to fulfil its obligations in an effective

<sup>1</sup> United Nations, *Treaty Series*, vol. 374, p. 147.

and efficient manner, the way in which the procedures set forth in this Agreement are to be applied. The Subsidiary Arrangements shall further include such measures as are necessary for the application of safeguards to heavy water listed in the Inventory as well as any containment and surveillance measures that may be required for the effective application of safeguards. There may also be included other additional procedures resulting from technological developments of proven reliability. The Government and the Agency shall do everything they can to ensure that the Subsidiary Arrangements enter into force as soon as possible and in time to enable the Agency to fulfil the obligations devolving upon it 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. The Subsidiary Arrangements shall specify the scope of the information and the number of such inspections.

### *Part V*

#### INVENTORY

*Section 7.* The Agency shall establish and maintain an Inventory in accordance with Section 8 of this Agreement.

*Section 8.* The following items shall be listed in the Parts of the Inventory specified below:

(a) In the Main Part:

- (i) Heavy water transferred to the Argentine Republic from the USSR;
- (ii) Any heavy water produced in any of the heavy-water production plants while listed in the Inventory;
- (iii) Any nuclear material, including subsequent generations of special fissionable material, which has been produced, processed or used in any of the nuclear facilities listed in the Inventory, from the time when it is produced, processed or used;
- (iv) Any nuclear material that has been substituted, in accordance with paragraph 25 or paragraph 26(d) of the Safeguards Document, for any nuclear material referred to in (iii) above;
- (v) Any heavy water that has been substituted, in accordance with Section 20 or 22(c)(i) of this Agreement, for any heavy water referred to in (i) and (ii) above;

(b) In the Subsidiary Part: Any nuclear facility or heavy-water production plant while containing nuclear material or heavy water listed in the Main Part of the Inventory.

(c) In the Inactive Part: Any heavy water on which safeguards have been suspended or which has been exempted from safeguards in accordance with the relevant procedures agreed in the Subsidiary Arrangements and any nuclear material which should normally be listed in the Main Part of the Inventory but which is not so listed because:

- (i) It is exempt from safeguards pursuant to paragraph 21, 22 or 23 of the Safeguards Document; or
- (ii) Safeguards thereon are suspended pursuant to paragraph 24 or 25 of the Safeguards Document.

*Section 9.* The Agency shall send a copy of the Inventory to the Government every 12 months, and also at other times specified by the Government in a request communicated to the Agency at least two weeks in advance.

## NOTIFICATIONS AND REPORTS

*Section 10.* The Government shall notify the Agency of:

- (a) Any transfers into its jurisdiction of heavy water from the USSR;
- (b) Any nuclear facility or heavy-water production plant required to be listed in the Inventory in accordance with Section 8(b).

*Section 11.* The Government shall notify the Agency:

- (a) By means of reports in accordance with the Subsidiary Arrangements of heavy water produced and which is required to be listed in Section 8(a)(ii); and
- (b) By means of reports in accordance with the Safeguards Document and the Subsidiary Arrangements of any nuclear material produced, processed or used during the period covered by the report and referred to in Section 8(a)(iii).

Upon receipt by the Agency of the notification, such heavy water or nuclear material shall be so listed in the Main Part of the Inventory. The Agency may verify the calculations of the amounts of such heavy water or such nuclear material. Appropriate adjustments in the amounts appearing in the Inventory shall be made by agreement between the Government and the Agency.

*Section 12.* The notifications of transfers may also be made in a single document by the Government jointly with the Government of the USSR. The Agency may provide the Government of the USSR with information relating to the Inventory.

*Section 13.* The notifications provided for in Section 10 shall be made as follows in accordance with the details to be agreed in the Subsidiary Arrangements:

- (a) For Section 10(a):
  - (i) Within 30 days after the entry into force of this Agreement for heavy water transferred prior to the entry into force of this Agreement;
  - (ii) Within 30 days after receipt for other transfers of heavy water;
- (b) For Section 10(b) within two weeks after the arrival of the nuclear material or heavy water at the nuclear facility or heavy-water production plant in question.

*Section 14.* Notifications or reports made pursuant to Section 10, 11, 12, 16 or 17 shall specify, to the extent appropriate, the isotopic and chemical composition and the physical form of the nuclear material; the isotopic and chemical composition of heavy water; the type and capacity of the nuclear facility or heavy-water production plant; the quantity, date of receipt or dispatch and the location of the item in question; the identification of the consignor and consignee and any other information relevant to safeguards.

*Section 15.* The Agency shall, within 30 days of receiving a notification pursuant to Section 10, 11 or 12, inform the Government that the items covered by the notifications are listed in the Inventory.

*Part VI*

## TRANSFERS

*Section 16.* The Government shall notify the Agency of any intended transfer of any item listed in the Main Part of the Inventory to any nuclear facility or heavy-water production plant within its jurisdiction, except a nuclear facility or a heavy-water production plant at which Subsidiary Arrangements, under this or another Safeguards Agreement applicable to that item are in force, and shall provide the Agency, three months before such transfer is effected, with sufficient information to enable it to determine whether it can apply safeguards to the item and to the nuclear facility or heavy-water production plant in question after transfer to such a nuclear facility or heavy-water

production plant. The necessary basis for the application of safeguards shall be settled in the Subsidiary Arrangements before the transfer of the item in question.

*Section 17.* The Government shall notify the Agency of any intended transfer of any item in the Inventory to a recipient that is not under the jurisdiction of the Government. The transfer of nuclear material shall be made in accordance with paragraph 28 of the Safeguards Document. The same conditions shall apply, *mutatis mutandis* and to the extent relevant, to the transfer of other items on the Inventory. Upon notification of the Government by the Agency of compliance with the said conditions and on receipt of the notification of transfer from the Government, the item in question shall be deleted from the Inventory.

### Part VII

#### EXEMPTION FROM AND SUSPENSION OF SAFEGUARDS

*Section 18.* The Agency shall exempt from safeguards nuclear material listed in the Main Part of the Inventory under the conditions specified in paragraph 21, 22 or 23 of the Safeguards Document.

*Section 19.* The Agency shall suspend safeguards on nuclear material under the conditions specified in paragraph 24 or 25 of the Safeguards Document.

*Section 20.* The conditions for exemption from and for suspension of safeguards on heavy water shall be agreed in the Subsidiary Arrangements.

*Section 21.* Nuclear material or heavy water which is exempted from safeguards or on which safeguards have been suspended 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 22.* The safeguards applied pursuant to this Agreement shall be terminated by the Agency under the following conditions:

- (a) On any item listed in the Inventory, upon transfer, in accordance with Section 17;
- (b) On nuclear material, under the conditions specified in paragraph 26 or 27 of the Safeguards Document;
- (c) On heavy water:
  - (i) When the Government places under safeguards as substitute the same amount of heavy water of the same or higher ratio of deuterium atoms to hydrogen atoms; or
  - (ii) As and when the Agency verifies that it has been consumed or has been degraded to a point where the ratio of deuterium atoms to hydrogen atoms is equal to or less than 1 to 5,000.

*Section 23.* Upon termination of safeguards pursuant to Section 22 the item in question shall be deleted from the Inventory. The Agency shall, within 30 days of deleting the listing of an item from the Inventory pursuant to Section 22, inform the Government accordingly.

### Part VIII

#### AGENCY INSPECTORS

*Section 24.* 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, except that paragraph 4 of the Inspectors Document shall not apply to

any nuclear 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 in the Subsidiary Arrangements.

*Section 25.* The relevant provisions of the Agreement on the Privileges and Immunities of the Agency shall be applied by the Government to the Agency, its inspectors and to any property of the Agency used by them in performing their functions under this Agreement.

### *Part IX*

#### PHYSICAL PROTECTION

*Section 26.* The Government shall take all the measures necessary for the physical protection of all items subject to this Agreement, taking into consideration the recommendations of the Agency with regard to such measures.

### *Part X*

#### FINANCIAL PROVISIONS

*Section 27.* 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 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 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 attributable to a failure by either Party to comply with this Agreement.

*Section 28.* The Government shall ensure that any protection against third-party liability, including any insurance or other financial security in respect of risks of a nuclear accident at nuclear facilities under its jurisdiction, shall apply to the Agency and its inspectors when carrying out their functions under this Agreement as that protection applies to residents in the Argentine Republic.

### *Part XI*

#### NON-COMPLIANCE

*Section 29.* (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 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 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 any determination of the Board pursuant to this Section.

### *Part XII*

#### SETTLEMENT OF DISPUTES

*Section 30.* 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 Parties shall at the request of either Party be submitted to an arbitral tribunal composed

as follows: each Party shall designate one arbitrator and the two arbitrators so designated shall elect a third who shall be the Chairman. If within 30 days of the request for arbitration one of the Parties has not designated an arbitrator, either Party may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within 30 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 Parties, shall be binding on both 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.

*Section 31.* Decisions of the Board concerning the implementation of this Agreement, except such as relate to the matters dealt with in Sections 26, 27 and 28 shall, if they so provide, be given effect immediately by the Parties, pending the final settlement of any dispute.

### *Part XIII*

#### AMENDMENTS, ENTRY INTO FORCE AND DURATION

*Section 32.* 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, in the scope of the safeguards system or in the Inspectors Document, this Agreement shall be amended, if the Government so requests, to take account of such changes.

*Section 33.* 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. It shall remain in force until safeguards have been terminated, in accordance with its provisions, on all items listed in the Main Part of the Inventory, including subsequent generations of produced special fissionable material, or until such other time as may be agreed between the Government and the Agency.

DONE in Vienna on the fourteenth day of October 1981 in duplicate in the Spanish language.

For the Government of the Argentine Republic:  
F. PULIT

For the International Atomic Energy Agency:  
SIGVARD EKLUND