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THE TEXT OF THE AGREEMENT BETWEEN THE AGENCY AND ARGENTINA FOR THE APPLICATION OF SAFEGUARDS TO THE EMBALSE POWER REACTOR FACILITY

1. The text [1] of the Agreement between the Agency and the Government of the Republic of Argentina for the Application of Safeguards to the Embalse Power Reactor Facility is reproduced in this document for the information of all Members.
2. The Agreement entered into force on 6 December 1974, pursuant to Section 26.

[1] The footnote to the text has been added in the present information circular.

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY
AND THE GOVERNMENT OF THE REPUBLIC OF ARGENTINA FOR THE
APPLICATION OF SAFEGUARDS TO THE EMBALSE POWER
REACTOR FACILITY

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

WHEREAS the Government of the Republic of Argentina has requested the Agency to apply its safeguards system with regard to a power reactor located at Embalse, Province of Córdoba;

WHEREAS the Board of Governors has acceded to that request on 29 November 1974;

NOW, THEREFORE, the International Atomic Energy Agency and the Government of the Republic of Argentina hereby agree as follows:

PART I

Definitions

Section 1. For the purposes of this Agreement:

- (a) "Agency" shall mean the International Atomic Energy Agency;
- (b) "Board" shall mean the Board of Governors of the Agency;
- (c) "Nuclear Facility" shall mean the natural uranium/heavy water 600-MW power reactor located at Embalse, Province of Córdoba;
- (d) "Government" shall mean the Government of the Republic of Argentina;
- (e) "Inspectors Document" shall mean the Annex to Agency document GC(V)/INF/39;
- (f) "Inventory" shall mean the list of nuclear material and facilities to be established by the Agency pursuant to Section 8;
- (g) "Nuclear Material" shall mean any source or special fissionable material as defined in Article XX of the Statute;
- (h) "Parties" or "Party" shall mean the Parties or Party to this Agreement;
- (i) "Principal nuclear facility" shall have the meaning stated in paragraph 78 of the Safeguards Document;
- (j) "Safeguards Document" shall mean Agency document INFCIRC/66/Rev. 2;
- (k) "Statute" shall mean the Statute of the Agency.

PART II

Undertakings by the Government and the Agency

Section 2. The Government undertakes that the Nuclear Facility and any nuclear material or facility required to be listed in the Inventory shall not be used in such a way as to further any military purpose.

Section 3. The Agency undertakes to apply its safeguards system in accordance with the provisions of this Agreement to the Nuclear Facility, the nuclear materials and facilities while they are listed in the Inventory to ensure as far as it is able that they will not be used in such a way as to further any military purpose.

Section 4. The Government undertakes to facilitate the application of safeguards by the Agency and to co-operate with the Agency to that end.

PART III

Safeguards principles

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

PART IV

Safeguards procedures

Section 6. The safeguards procedures to be applied by the Agency to the items listed in the Inventory are those procedures specified in the Safeguards Document. The Agency shall make Subsidiary Arrangements with the Government concerning the implementation of such procedures.

PART V

Inventory and notifications

Section 7. The Agency shall establish and maintain an Inventory in accordance with Section 8. The Agency shall send copies of the Inventory to the Government every twelve months and also at any other time specified by the Government in a request communicated to the Agency at least two weeks in advance. Pursuant to the procedures provided for in this Agreement and any other arrangements made pursuant to this Agreement nuclear material referred to in Section 8 shall be considered as being listed in the Inventory from the time that it is produced, processed or used within the meaning of that Section.

Section 8. The following nuclear materials and facilities shall be listed in the indicated parts of the Inventory:

(a) Main Part:

- (i) The Nuclear Facility, including the heavy water to be used therein, and any such major piece of equipment to be used in the Nuclear Facility as is notified to the Agency by the Government;
- (ii) Nuclear material to be used as fuel in the Nuclear Facility, from the time it arrives in the Nuclear Facility;

- (iii) Nuclear material already subject to safeguards under another Safeguards Agreement with the Agency, to be used as fuel in the Nuclear Facility, from the time it comes under the jurisdiction of the Government;
 - (iv) Nuclear material that is being or has been produced in or by the use of any nuclear material listed in this part of the Inventory; or
 - (v) Nuclear material that has been substituted in accordance with the paragraph 25 or 26(d) of the Safeguards Document for any nuclear material listed in sub-parts (ii), (iii) or (iv) above.
- (b) Subsidiary Part:
- (i) Any facility while it contains any nuclear material listed in the Main Part;
 - (ii) Any facility, other than that referred to in sub-part (a)(i) above, while it contains any part of the heavy water listed in sub-part (a)(i) of the Inventory;
 - (iii) Any other nuclear material in the Nuclear Facility.
- (c) Inactive Part:
- (i) Nuclear material which is exempted by the Agency from safeguards pursuant to Section 16;
 - (ii) Nuclear material with regard to which safeguards are suspended pursuant to Section 16.

Section 9. The Government shall notify the Agency of:

- (a) The receipt of any item to be listed in sub-part (a)(i) of the Inventory, within two weeks of:
 - (i) Its arrival in the Nuclear Facility; or
 - (ii) When already subject to another Safeguards Agreement with the Agency, from the time it comes under the jurisdiction of the Government;
- (b) Any receipt of nuclear material to be listed in sub-part (a)(ii) of the Inventory, within two weeks after the nuclear material arrives in the Nuclear Facility, except that transfers of source materials in quantities not exceeding one metric ton may be notified at quarter intervals;
- (c) Any receipt of nuclear material to be listed in sub-part (a)(iii) of the Inventory, within two weeks after the nuclear material comes under the jurisdiction of the Government; and
- (d) Any facility which is required to be listed in sub-parts (b)(i) or (b)(ii) of the Inventory, within the time limits to be agreed in the Subsidiary Arrangements provided for in Section 6.

Reports on produced nuclear material

Section 10. The Government shall notify the Agency, by means of reports in accordance with the Safeguards Document and Subsidiary Arrangements provided for in Section 6, of any special fissionable material produced during the period covered by the report and required to be listed in Part (a)(iv) of the Inventory. Upon receipt by the Agency of the notification, such produced nuclear material shall be so listed, provided that it shall

be deemed to have been listed from the moment it was produced. The Agency may verify the calculations of the amount of such nuclear material. Appropriate adjustments in the amounts appearing in the Inventory may be made by agreement between the Parties, but pending such agreement the Agency's calculations shall govern.

Reports on other contained nuclear material

Section 11. The Government shall notify the Agency, by means of reports in accordance with the Safeguards Document and Subsidiary Arrangements provided for in Section 6, of any nuclear material required to be listed in Part (b)(iii) of the Inventory. Upon receipt by the Agency of the notification, such nuclear material shall be so listed, provided that it shall be deemed to have been listed from the time it is contained in the Nuclear Facility.

Section 12. The notifications of transfers made pursuant to Sections 9 and 11 shall specify, to the extent relevant, the nuclear and chemical composition, the physical form and the quantity of the nuclear material or the type and capacity of any parts of the Nuclear Facility, the date of shipment, the date of receipt, the identity of the consignor and consignee, and any other relevant information.

Advice by the Agency

Section 13. The Agency shall, within thirty days of its receipt of a notification under Section 9 of this Agreement, advise the Government that:

- (a) The items covered by the notification are listed in the appropriate part of the Inventory as from the date of the Agency's advice; or
- (b) The items covered by the notification are no longer listed in the Inventory as a result of the operation of the provisions of Section 17 of this Agreement; or
- (c) The Agency is unable to apply safeguards to such items, in which case, however, it may indicate at what future time or under what conditions it would be able to apply safeguards to them.

PART VI

Transfers outside the jurisdiction of the Government

Section 14. The Government shall notify the Agency of an intended transfer of nuclear materials listed in sub-parts (a)(iii) or (a)(iv) of the Inventory to a recipient which is not under the jurisdiction of the Government. Such nuclear materials shall be transferred only in accordance with the provisions of sub-paragraphs (b) or (c) of paragraph 28 of the Safeguards Document. Such nuclear materials shall upon transfer be deleted from the Inventory.

Transfers within the jurisdiction of the Government

Section 15. Whenever the Government intends to transfer nuclear material listed in Part (a) of the Inventory to a facility within its jurisdiction which the Agency has not previously accepted for listing in the Inventory, such transfer shall not be effected before the notification required by Section 9(d) of this Agreement has been accepted by the Agency.

Exemption and suspension

Section 16. The Agency shall exempt nuclear material listed in Part (a) or (b) of the Inventory from safeguards, under the conditions specified in paragraphs 21, 22 and 23 of the Safeguards Document, and shall suspend safeguards with respect to nuclear material under the conditions specified in paragraphs 24 and 25 of that document; it shall transfer the listing of the items concerned to Part (c) of the Inventory.

Termination

Section 17.

- (a) (i) The Agency shall terminate safeguards under this Agreement with respect to those items deleted from the Inventory as provided in Section 14 of this Agreement.
- (ii) Safeguards on nuclear material other than that covered by the preceding sentence shall be terminated under the conditions specified in paragraphs 26 and 27 of the Safeguards Document and nuclear material for which safeguards are so terminated shall thereupon be deleted from the Inventory.
- (b) The Agency shall terminate safeguards under this Agreement with respect to the heavy water listed in sub-part (a)(i) of the Inventory and such items shall thereupon be deleted from the Inventory:
 - (i) If the Agency is satisfied that its safeguards requirements in respect thereof will be met, when the item leaves the jurisdiction of the Government;
 - (ii) Upon determination by the Agency that it has been consumed or is no longer usable for any nuclear activity relevant from the point of view of safeguards or has become practically irrecoverable.

Non-compliance

Section 18. 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 shall make such reports as the Board deems appropriate. In the event of failure by the Government to take fully corrective action within a reasonable time:

- (a) The Agency shall be relieved of its undertaking to apply safeguards under this Agreement until such time as the Board determines that the Agency can effectively apply the safeguards provided for in this Agreement, provided that if the determination relates only to a particular item listed in the Inventory, the application of safeguards under this Agreement shall continue except that such item shall be removed from the Inventory until such time as the Board determines that the Agency can effectively apply safeguards thereto; and
- (b) The Board may take any other measures provided for in Article XII.C of the Statute.

The Agency shall promptly notify the Government in the event of any determination by the Board pursuant to this Section.

PART VII

Agency inspectors

Section 19. The provisions of paragraphs 1 to 9 and 12 to 14 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 principal nuclear facility or to nuclear material to which the Agency has access at all times; procedures necessary for implementing paragraph 50 of the Safeguards Document shall be agreed between the Agency and the Government in an agreement supplementing this Agreement.

Section 20. With respect to the Agency, its inspectors and its property used by them in performing their functions pursuant to this Agreement, the Government shall apply the relevant provisions of the Agreement on the Privileges and Immunities of the Agency[2].

PART VIII

Financial provisions

Section 21. Expenses shall be borne as follows:

- (a) Subject to sub-section (b) below, 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 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.

These provisions shall not prejudice the allocation of expenses which are reasonably attributable to a failure by either Party to comply with this Agreement.

Section 22. The Government 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 the Republic of Argentina.

PART IX

Settlement of disputes

Section 23. 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 on 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 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. 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 24. Decisions of the Board concerning the implementation of this Agreement, except such as relate only to Part VIII, shall, if they so provide, be given effect immediately by the Parties pending the final settlement of any dispute.

PART X

Amendments, entry into force and duration

Section 25. The Parties shall, at the request of any one of them, consult about amending this Agreement. If the Board decides to make any change in the Safeguards or the Inspectors Document, this Agreement shall be amended, if the Government so requests, to take account of such change.

Section 26. This Agreement shall enter into force upon signature by or for the Director General of the Agency and the authorized representative of the Government. It shall remain in force for an initial period of fifteen years from the date of communication by the Government that the first item is to be included in the Inventory, and shall stand renewed thereafter for periods of ten years unless a wish to the contrary has been expressed by one of the Parties. In that case, however, safeguards shall continue to apply, as provided for in paragraph 16 of the Safeguards Document, with respect to any nuclear material then listed in Section 8(a)(iii), (iv) and (v) of the Agreement, and with respect to nuclear material produced thereafter by use of the Nuclear Facility, the heavy water or a major piece of equipment which is then listed in Section 8(a)(i) as part of the Nuclear Facility, until either it is agreed between the Parties that such material can no longer be used in such a way as to further any military purpose, or it is otherwise agreed.

DONE in Vienna this sixth day of December 1974 in the Spanish language, together with an authentic translation thereof in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

(signed) Sigvard Eklund

For the GOVERNMENT OF THE REPUBLIC OF ARGENTINA:

(signed) Alberto Adén