

AGREEMENT
BETWEEN THE GOVERNMENT OF THE ARGENTINE REPUBLIC
AND THE GOVERNMENT OF THE REPUBLIC OF INDIA
FOR COOPERATION IN THE PEACEFUL USES
OF NUCLEAR ENERGY

The Government of the Argentine Republic and the Government of the Republic of India (hereinafter referred to as "the Parties");

TAKING into account the advantages to them both of effective co-operation in the development and application of atomic energy for peaceful purposes, and **DESIRING** to establish the necessary legal framework therefore;

WISHING to develop a mutually beneficial economic, scientific and technical cooperation between the Parties, on the basis of mutual respect for each other's sovereignty, reciprocity and with due respect of each other's nuclear programs;

RECOGNIZING the significance of peaceful nuclear energy for meeting growing global energy demands in a cleaner and more efficient manner;

NOTING that the Parties are Member States of the International Atomic Energy Agency (hereinafter referred to as "the IAEA") -and affirming their support for its objectives and the importance of respective safeguards agreements that each Party has with the IAEA;

RECALLING that Argentina and India are Parties to the Convention on the Physical Protection of Nuclear Material (1980), the Convention on Early notification of a Nuclear Accident (1986), the Convention on Assistance in the Case of a Nuclear Accident or Radiological Emergency (1986), and the Convention on Nuclear Safety (1994);

DESIRING to enhance their cooperation in the use and development of nuclear energy for peaceful purposes in a transparent way and beneficial to all;

Have agreed on the following:

ARTICLE 1
COMPETENT AUTHORITIES AND AUTHORIZED PERSONS

(1) The competent authorities responsible for the implementation of this Agreement shall be:

a) For the Argentine Republic: the National Atomic Energy Commission (CNEA) and the Nuclear Regulatory Authority (ARN), in accordance with their respective competences;

b) For the Republic of India: the Department of Atomic Energy.

(2) Transfer of nuclear material, material, equipment, components and technology under this Agreement may be undertaken directly between the Parties or through persons duly authorized by them for this purpose. Nuclear material, material, equipment, components and technology exchanged between the Parties shall be deemed subject to this Agreement provided it has been notified in advance in writing by the supplying Party to the recipient Party and the recipient Party has acknowledged the receipt of the items to the supplying Party.

ARTICLE 2
OBJECTIVES

(1) The Parties shall, on the basis of mutual benefit, equality and reciprocity, develop and strengthen scientific, technical and economic cooperation in the field of the peaceful uses of nuclear energy in accordance with the needs and priorities of their national nuclear programs, and the domestic law of the Parties and their respective international obligations and commitments.

(2) Nothing in this Agreement shall affect the respective international obligations and commitments of the Parties.

Definitions are given in the Annex, which shall form an integral part of the Agreement.

ARTICLE 3
FIELDS OF COOPERATION

The Parties shall cooperate under this Agreement in the following areas:

- a) basic and applied research in the peaceful uses of nuclear energy;
- b) production and utilization of radioactive isotopes in industry, medicine and agriculture;
- c) exploration and exploitation of nuclear ores;

- d) research, development, design, construction, operation and maintenance of nuclear power plants and research reactors;
- e) research, development, design, production and supply of nuclear fuel for nuclear power plants and research reactors;
- f) Industrial production of components and materials needed for use in nuclear reactors and their fuel;
- g) treatment and management of radioactive wastes;
- h) Nuclear medicine;
- i) Radiological protection, nuclear safety, their state regulation, and the assessment of the radiological impact of nuclear energy and its nuclear fuel cycle;
- j) training and development of manpower working in the above mentioned fields;
- k) other areas of cooperation to be agreed upon by the Parties.

ARTICLE 4

FORMS OF COOPERATION

The cooperation agreed upon under Article 3 may be carried out in the following ways:

- a) Mutual assistance related to education and training of scientific and technical personnel;
- b) Exchange of experts, scientists, technicians and lecturers;
- c) Exchange of Information;
- d) Reciprocal consultations on scientific and technological problems;
- e) Implementation of joint studies and projects on scientific research and technological development;
- f) Reciprocal deliveries of nuclear material in any form, equipment and services related to the areas mentioned in Article 3;
- g) Other forms of cooperation determined by the Parties.

ARTICLE 5

JOINT COORDINATING COMMITTEE

(1) The Parties shall establish a Joint Coordinating Committee to:

- a) review the implementation of this Agreement;
- b) consider the issues arising from its implementation; and
- c) hold consultations on issues of mutual interest related to peaceful uses of nuclear energy.

(2) The Joint Coordinating Committee meetings shall be held when the Parties so agree alternately in the Republic of India and in the Argentine Republic. Each Party shall be responsible for all costs incurred with regard to attendance of those meetings.

ARTICLE 6
SPECIFIC AGREEMENTS AND CONTRACTS

The conditions for the application of the cooperation provided for in Article 3, will be specified on a case by case basis and carried upon within the framework of the fulfillment of the provisions of this Agreement, through:

- a) specific agreements entered into by the Parties or duly authorized persons, that will define programs and modalities for the scientific and technical exchanges;
- b) contracts, entered into by duly authorized persons, for any industrial development and for the provision of materials, nuclear materials, equipments, installation or technologies.

ARTICLE 7
INTELLECTUAL PROPERTY RIGHTS

In accordance with the domestic law of the respective countries, the Parties shall provide for the effective protection and use of intellectual property rights transferred or created under this Agreement. The issues of protection and use of intellectual property rights shall be regulated by the specific agreements and/or contracts concluded between the Parties or duly authorized persons in specific areas of cooperation.

ARTICLE 8
EXCHANGE OF INFORMATION

- (1) This Agreement does not require the transfer of any information which the Parties are not permitted under their respective national laws to transfer.
- (2) Information provided under this Agreement or resulting from the implementation thereof and treated by any Party as sensitive or confidential shall be clearly defined and marked as such.
- (3) Sensitive or confidential information shall be handled in accordance with the domestic law in force in the country of the receiving Party. Such information shall not be disclosed or transferred to a third Party, which is not participating in the implementation of this Agreement, without the written consent of the providing Party.

ARTICLE 9
PEACEFUL USE

The Parties shall ensure that nuclear items and technologies received in accordance with this Agreement as well as nuclear items and technologies produced on their basis or as the result of their utilization shall not be used for the manufacture of nuclear weapons and other nuclear explosive devices or for any military purposes.

ARTICLE 10
IAEA SAFEGUARDS

(1) Safeguards will be maintained with respect to all nuclear material transferred pursuant to this Agreement, and with respect to all special fissionable material used in or produced through the use of such material and equipment subject to this Agreement, so long as the material remains under the jurisdiction or control of the cooperating Party.

(2) In the case of India, nuclear material, material, equipment, components and installations transferred pursuant to this Agreement and any nuclear material used in or produced through the use of nuclear material, material, equipment or components so transferred, including subsequent generations of special fissionable material, shall be subject to safeguards in accordance with the Agreement between the Government of India and the IAEA for the application of safeguards to Civilian Nuclear Facilities (INFCIRC/754).

In the case of Argentina, implementation of the Agreement between the Argentine Republic, the Federative Republic of Brazil, the Argentine - Brazilian Agency for Accounting and Control of Nuclear Materials, and the IAEA, signed in Vienna, December 13, 1991, shall be considered to fulfil the requirement in paragraph 1 of this Article.

(3) If the IAEA decides that the application of IAEA safeguards is no longer possible, the Parties may consult and agree on appropriate verification measures.

(4) The provisions of this Article shall be implemented in such a manner as to avoid interference in the Parties' nuclear activities being pursued by them independent of this Agreement.

ARTICLE 11
PHYSICAL PROTECTION

(1) Physical protection shall be maintained with respect to nuclear material transferred in accordance with this Agreement as well as with regard to nuclear

material produced through the use of nuclear material or equipment subject to this Agreement, at levels not lower than those recommended by the IAEA.

(2) Each Party shall be responsible for the implementation and maintenance of physical protection measures on its territory.

ARTICLE 12 PRIOR CONSENT

(1) The written consent of the other Party shall be obtained prior to the transfer of any nuclear material, material, equipment, technology or nuclear material produced through the use of nuclear material or equipment subject to this Agreement beyond the jurisdiction of a Party to this Agreement to a third party; and

(2) The Parties hereby grant consent to each other to the enrichment of any nuclear material subject to this Agreement up to twenty (20) percent in the isotope U235 or to the reprocessing of any nuclear material subject to this Agreement.

ARTICLE 13 SETTLEMENT OF DISPUTES

The Parties shall hold consultations and meetings as agreed and as considered necessary on the implementation of this Agreement. Any disputes regarding the implementation or interpretation of any provision of this Agreement shall be settled amicably by negotiations by the Parties.

ARTICLE 14 AMENDMENTS

This Agreement can be modified with both Parties approval. The amendments will enter into force in accordance with Article 15.1.

ARTICLE 15 ENTRY INTO FORCE, DURATION AND TERMINATION

(1) This Agreement shall enter into force on the date on which the Parties have notified each other in writing through diplomatic channels, that their respective internal procedures necessary for its entry into force have been completed. The date of entry into force shall be the date of the reception of the last notification.

(2) This Agreement shall remain in force for a period of twenty (20) years and shall be automatically extended for subsequent ten (10) years periods, unless either Party notifies the other Party in writing through the diplomatic channels of

its intention to terminate this Agreement at least six (6) months prior to the expiration date.

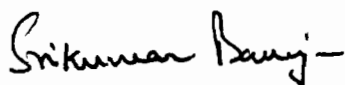
(3) This Agreement can be denounced at any moment by any of the Parties, through notification in writing presented to the other Party at least six (6) months before the date of termination.

(4) The termination of this Agreement shall not affect the implementation of any arrangements and/or contracts, made during the period of its validity but still not completed by the date of its termination, unless otherwise agreed upon by the Parties.

(5) Notwithstanding termination of this Agreement, the obligations contained in Articles 9, 10, 11 and 12 of this Agreement shall remain in force unless otherwise agreed by the Parties.

IN WITNESS WHEREOF the undersigned being duly authorized by their respective Governments sign this Agreement in two originals in Vienna, on September 23, 2010, in the Spanish, Hindi and English languages, all of them being equally authentic. In case of divergence as regards its interpretation, the English version shall prevail.


For the Government of the
Argentine Republic


For the Government of the
Republic of India

ANNEX

This Annex is an integral part of the Agreement.

For the purposes of this Agreement:

- (a) "Component" means a component part of equipment, or other item so designated by the Parties;
- (b) "Person" shall mean any natural person or legal entity subject to the territorial jurisdiction of either Party but does not include the Parties;
- (c) "Material" means non-nuclear material for reactors such as heavy water or any other material usable in a reactor to slow down high velocity neutrons and increase the likelihood of further fission, as may be jointly designated by the appropriate authorities of the Parties;
- (d) "Nuclear Material" means any "source material" or "special fissionable material" as those terms are defined in Article XX of the Statute of the IAEA;
- (e) "Equipment" means any equipment in nuclear operation including nuclear reactor, nuclear pressure vessel, reactor fuel charging and discharging equipment, reactor control rods, reactor pressure tubes, reactor primary coolant pumps, zirconium tubing, nuclear reactor internals, equipment for fuel fabrication and any other item as identified by the Parties as per their national control lists and included in this agreement by mutual consent of the Parties;
- (f) "Facility" means a reactor, a critical facility, a conversion plant, a fabrication plant, a reprocessing plant, an isotope separation plant or a separate storage installation;
- (g) "Technology" means the specific information necessary for the "development", "production" or "use" of items such as material, nuclear material and equipment with the exception of data "In the public domain" or of "Basic scientific research";
- (h) "Development" refers to all stages prior to "production", such as design, design research, design analysis, design concepts, assembly and testing of prototypes, pilot production schemes, design data, process of transforming design data into a product, configuration design, integration design, layouts;

(i) "Production" shall mean all production phases such as construction, production engineering, manufacture, integration, assembly (mounting), inspection, testing, and quality assurance;

(j) "Use" shall mean operation, installation (including on-site installation), maintenance, repairs, overhaul and refurbishing;

(k) "Basic scientific research" means experimental or theoretical work undertaken principally to acquire new knowledge of the fundamental principles of phenomena and observable facts, not primarily directed towards a specific practical aim or objective;

(l) "In the public domain" - "in the public domain", as it applies herein, means technology that has been made available without restrictions upon its further dissemination. (Copyright restrictions do not remove technology from being in the public domain);

(m) "Information" means any information that is not in public domain and is transferred in any form pursuant to this Agreement and is so designated and documented in hard copy or digital form by agreement of the Parties that it shall be subject to this Agreement, but will cease to be information whenever the Party transferring the information or any third party legitimately releases it in public domain;

(n) "Intellectual property" has the meaning given by article 2 of the constituent instrument of the World Intellectual Property Organization (WIPO) signed in Stockholm on 14 July 1967.