

**No. 23372**

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**BELGIUM  
and  
CHINA**

**Agreement on co-operation in the peaceful uses of atomic  
energy (with annexes). Signed at Beijing on 18 April 1985**

*Authentic texts: French, Dutch and Chinese.*

*Registered by Belgium on 28 May 1985.*

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**BELGIQUE  
et  
CHINE**

**Accord sur la coopération dans le domaine de l'utilisation  
pacifique de l'énergie atomique (avec annexes). Signé  
à Beijing le 18 avril 1985**

*Textes authentiques : français, néerlandais et chinois.*

*Enregistré par la Belgique le 28 mai 1985.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE KINGDOM OF BELGIUM AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA ON CO-OPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY

The Government of the Kingdom of Belgium and the Government of the People's Republic of China,

In view of the ties of friendship existing between the two States,

Bearing in mind their common interest in promoting the peaceful uses of atomic energy,

On the basis of the Protocol on economic, industrial, and technological co-operation concluded on 23 November 1979 between the Government of the People's Republic of China and the Belgo-Luxembourg Economic Union,<sup>2</sup>

Considering that the People's Republic of China possesses nuclear weapons and is a member of the International Atomic Energy Agency,

Considering that the Kingdom of Belgium is a party to the Treaty on the Non-Proliferation of Nuclear Weapons<sup>3</sup> and a member of the International Atomic Energy Agency,

Wishing to extend and enhance co-operation in the peaceful uses of atomic energy,

Have agreed as follows:

*Article I.* 1. The Contracting Parties shall promote co-operation in the peaceful uses of atomic energy between the Kingdom of Belgium and the People's Republic of China, on the basis of equal rights and mutual interests and in accordance with the legislation and other regulations in force in the territory of each Party, in the following areas:

- (1) Research on, and the design, construction and operation of reactors;
- (2) Nuclear fuel design, manufacture and manufacturing technology;
- (3) The safety of nuclear installations and radiation protection;
- (4) Research and development of nuclear technology and science for purposes not restricted to electricity generation, including in particular medical, biological and agricultural purposes;
- (5) Other domains of common interest.

2. The nature and scope of such co-operation and the specific measures and funding arrangements necessary for it to take place shall form the subject of special agreements to be concluded between the Contracting Parties or, with their consent, other agencies in their territory.

*Article II.* Co-operation between the Contracting Parties may take the following forms:

<sup>1</sup> Came into force on 18 April 1985 by signature, in accordance with article IX (1).

<sup>2</sup> United Nations, *Treaty Series*, vol. 1158, p. 243.

<sup>3</sup> *Ibid.*, vol. 729, p. 161.

- (1) Exchanges of scientific and technological personnel such as reciprocal visits by scientists and engineers, seminars, and exchanges of delegations and expert groups;
- (2) Participation by scientists and engineers of one Party in research and development work in the other Party;
- (3) Reciprocal (or unilateral) technical assistance and other technical services;
- (4) Combined research and joint engineering;
- (5) Exchanges of scientific information and literature;
- (6) Provision or procurement of advisory and other services;
- (7) Other forms of co-operation agreed between the Parties.

*Article III.* 1. Co-operation under this Agreement shall serve the objective of the peaceful uses of atomic energy exclusively. No nuclear material and equipment, substances and installations intended specifically for the manufacture or use of nuclear materials or technological information communicated within the framework of co-operation on the basis of this Agreement or obtained pursuant to such co-operation shall be used to bring about the creation of nuclear explosive devices.

2. Nuclear material and equipment, substances and installations intended specifically for the manufacture or use of nuclear materials and technological information communicated between the Contracting Parties within the framework of co-operation on the basis of this Agreement or obtained pursuant to such co-operation may be transferred to a third country only after prior consultation between the Parties and with the mutual consent of both. Moreover, the Parties shall, in the event of a transfer of the aforementioned items, ensure that the third country complies with the following stipulations: exclusively peaceful use not leading to the creation of nuclear explosive devices, and acceptance of International Atomic Energy Agency safeguards. Without the consent of both Parties to this Agreement, transfer from such third country to other countries shall be prohibited. Where the third country or other country is a member of the European Community and one Party has been notified beforehand by the other of such onward transfer, the mutual consent of the Parties shall be deemed to have been secured. Commercial and patent-right provisions shall not be affected.

3. Each Contracting Party shall afford physical protection within its territory to the items referred to in paragraph 2 above in conformity with the standards laid down in the annex, in order to prevent unauthorized handling or use. In the event of transfer to a third country, the Parties shall secure from that country an agreement guaranteeing that it will afford identical physical protection.

*Article IV.* 1. Exchanges of information shall take place between the Contracting Parties or agencies designated by them. If one Party does not provide notification before or at the time of exchange that the information should not be communicated or is for restricted distribution, the other Party or an agency designated by that Party may transmit the information received to other agencies within its territory.

2. Each Party guarantees that, without the written consent of the other Party, information exchanged or obtained through joint research and development shall not be published or transmitted to third parties not authorized to receive such information under this Agreement or pursuant to a special agreement concluded in accordance with article I, paragraph 2, thereof.

3. The Parties shall strive to ensure that partners in co-operation inform each other of the degree of reliability and applicability of information exchanged. The fact that the Parties may from time to time proceed to exchange information within the framework

of this Agreement shall not imply any obligation on their part in respect of the accuracy or applicability of such information.

4. The disclosure of any information of commercial value shall be regulated by special agreements concluded in accordance with article I, paragraph 2, above.

5. The provisions of this article shall not apply to information, which by virtue of a third party's rights or an agreement with a third party, must not be communicated, nor to official secrets, in respect of which the competent authorities of the Party concerned have not given prior consent and where agreement on a procedure for transmission has not been reached.

*Article V.* In order to promote co-operation under this Agreement and the special agreements concluded in accordance with article I, paragraph 2, thereof, there shall be set up a Joint Committee comprising representatives of the two Parties. The Committee shall meet when necessary at the request of either Party to consider the progress and results of co-operation under this Agreement, discuss supplementary co-operative measures, and when necessary formulate work programmes the duration of which shall be governed by the circumstances.

*Article VI.* The Contracting Parties shall on the basis of equal rights and mutual interests bring about the requisite conditions for the fruits of their scientific and technological co-operation to be applied in economic and industrial co-operation between them in the peaceful uses of nuclear energy.

*Article VII.* 1. The Contracting Parties shall, within the limits of the legislation and other regulations in force in their territory, provide personnel exchanged under this Agreement and members of their families living with them with all possible aid and assistance upon their arrival and departure in the issuance of visas and residence permits, in the import and export of articles for household and official use and in the granting of exemption from the payment of taxes and levies.

2. The relevant questions of detail and arrangements for handling materials and equipment imported and exported pursuant to the objectives of co-operation under this Agreement shall be dealt with in special agreements to be concluded in accordance with article I, paragraph 2, thereof.

*Article VIII.* The obligations of the Contracting Parties under the international agreements to which they are respectively a party, including those of the Kingdom of Belgium under the treaties establishing the European Economic Community<sup>1</sup> and the European Atomic Energy Community,<sup>2</sup> shall be unaffected. However, the Parties shall prevent such obligations from affecting the normal execution of this Agreement.

*Article IX.* 1. This Agreement shall enter into force on the date of its signature.

2. This Agreement shall be valid for a period of 15 years. It shall automatically be extended for further periods of five years each if, one year before the expiry [of such period], neither Party has denounced it in writing.

3. The terms of validity of special agreements concluded in accordance with article I, paragraph 2, of this Agreement shall not be affected by the expiry of this Agreement. If this Agreement is denounced, the relevant provisions thereof shall continue to apply for such time and to such an extent as is necessary to enable special agreements concluded in accordance with article I, paragraph 2, of this Agreement to be carried out or other co-operative ventures begun on the basis of this Agreement to be brought to completion.

<sup>1</sup> United Nations, *Treaty Series*, vol. 298, p. 3.

<sup>2</sup> *Ibid.*, p. 167.

The provisions of this Agreement relating to the handling of articles transferred during co-operation or obtained in consequence thereof shall not be affected by the expiry of this Agreement.

4. This Agreement may be amended by agreement between the Parties; amendments shall take effect on the date of the corresponding exchange of notes.

DONE at Beijing, on 18 April 1985, in duplicate, each copy in the French, Dutch and Chinese languages, all texts being equally authentic.

For the Government  
of the Kingdom of Belgium:

[Signed]

WILFRIED MARTENS

Prime Minister

For the Government  
of the People's Republic of China:

[ZHAO ZIYANG]

Prime Minister of the State Council

## ANNEXES TO THE AGREEMENT

### *Annex to article III, paragraph 3*

The standards of physical protection to be ensured by the competent national authorities in the use, storage and transport of the materials listed in the attached table shall as a minimum include the following features:

#### *Category III*

Use and storage in an area to which entry is controlled. During transport, special precautions are to be taken, including prior arrangements among sender, recipient and carrier; in the case of international transport, the States concerned must previously agree on the time, place and procedure for transferring transport responsibility.

#### *Category II*

Use and storage in a protected area entry to which is subject to controls, i.e., an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent standard of physical protection. During transport special precautions are to be taken, including prior arrangements among sender, recipient and carrier; in the case of international transport, the States concerned must previously agree on the time, place and procedure for transferring transport responsibility.

#### *Category I*

Materials in this Category shall be protected with highly reliable systems against unauthorized use as follows: use and storage within a highly protected area, i.e. a protected area as defined for Category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context should have as their objective the detection and prevention of any assault, unauthorized access or unauthorized removal of material.

Transport under special precautions as identified above for transportation of Category II and III materials and, in addition, under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

The Government of the Kingdom of Belgium and the Government of the People's Republic of China shall designate agencies or authorities having responsibility for ensuring that levels of

protection are adequately met and having responsibility for internally co-ordinating response/recovery operations in the event of unauthorized use or handling of protected materials. The Government of the Kingdom of Belgium and the Government of the People's Republic of China shall also designate points of contact within those agencies to co-operate on matters of international transport and other matters of mutual concern.

TABLE. CATEGORIZATION OF NUCLEAR MATERIAL

<i>Material</i>	<i>Form</i>	<i>Category I</i>	<i>Category II</i>	<i>Category III</i>
Plutonium <sup>a</sup>	Unirradiated <sup>b</sup>	2 kg or more	Less than 2 kg but more than 500 g	500 g or less <sup>c</sup>
Uranium-235	Unirradiated <sup>b</sup>	5 kg or more	Less than 5 kg but more than 1 kg	1 kg or less <sup>c</sup>
	— uranium enriched to 20% <sup>235</sup> U or more	—		
	— uranium enriched to 10% <sup>235</sup> U but less than 20%	—	10 kg or more	Less than 10 kg <sup>c</sup>
	— uranium enriched above natural, but less than 10% <sup>235</sup> U <sup>d</sup>	—	—	10 kg or more
Uranium-233	Unirradiated <sup>b</sup>	2 kg or more	Less than 2 kg but more than 500 g	500 g or less
Irradiated fuel			Depleted or natural uranium, thorium or low-enriched fuel (less than 10% fissile content) <sup>e, f</sup>	

<sup>a</sup> All plutonium other than that in which the <sup>238</sup>Pu isotope content exceeds 80%.

<sup>b</sup> Material non irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one metre unshielded.

<sup>c</sup> Less than a radiologically significant quantity should be exempted.

<sup>d</sup> Natural uranium, enriched uranium, thorium and quantities of uranium enriched to less than 10% not falling in Category III should be protected in accordance with prudent management practice.

<sup>e</sup> Although this level of protection is recommended, the Contracting Parties may, in the light of the evaluation of the circumstances, assign a different category of physical protection.

<sup>f</sup> Other fuel which by virtue of its original fissile material content is classified as Category I or II before irradiation may be reduced one category level while the radiation level from the fuel exceeds 100 rads/hour at one metre unshielded.