

No. 24268

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**BELGIUM  
and  
EGYPT**

**Agreement concerning co-operation in the peaceful uses of  
nuclear energy. Signed at Brussels on 8 November 1984**

*Authentic texts: French, Dutch, Arabic and English.*

*Registered by Belgium on 14 August 1986.*

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**BELGIQUE  
et  
ÉGYPTE**

**Accord concernant la coopération dans le domaine des  
utilisations pacifiques de l'énergie nucléaire. Signé à  
Bruxelles le 8 novembre 1984**

*Textes authentiques : français, néerlandais, arabe et anglais.*

*Enregistré par la Belgique le 14 août 1986.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE KINGDOM OF BELGIUM AND THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT CONCERNING CO-OPERATION IN THE PEACEFUL USES OF NUCLEAR ENERGY

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The Government of the Kingdom of Belgium and  
The Government of the Arab Republic of Egypt,  
Hereinafter referred to as the Contracting Parties:

Confirming their interest in the peaceful uses of nuclear energy in accordance with the Memorandum of Understanding concerning co-operation in the peaceful uses of nuclear energy of March 22, 1983, and in particular on the design, construction and operation of nuclear power plants and related health and safety aspects as well as fuel services;

Recognizing the benefits to be derived by both the Kingdom of Belgium and the Arab Republic of Egypt from close co-operation in scientific, technological and economic development relating to peaceful uses of nuclear energy;

Mindful of the fact that both the Kingdom of Belgium and the Arab Republic of Egypt are Parties to the Treaty on the Non-Proliferation of Nuclear Weapons (NPT);<sup>2</sup>

Noting that the Kingdom of Belgium is a Party to the Treaty establishing the European Atomic Energy Community;<sup>3</sup>

Affirming their support to further the goals of the International Atomic Energy Agency (I.A.E.A.) to the best of their ability;

Have agreed as follows:

*Article 1.* 1. The Contracting Parties shall promote cooperation between them in the peaceful uses of nuclear energy, in particular in the following areas:

- a) Planning, construction and operation of nuclear power plants in Egypt, as well as other nuclear facilities and research establishments;
- b) Safety of nuclear facilities and radiation protection;
- c) Exploration and exploitation of uranium resources;
- d) Scientific and technological research and development;
- e) Training of scientific and technical personnel;
- f) Use of nuclear energy for purposes other than the generation of electricity, in particular its utilization in medicine, biology and agriculture.

2. The implementation of the cooperation under this Agreement shall in each case be the subject of specific agreements or other arrangements to be concluded between the Contracting Parties or other public or private entities.

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<sup>1</sup> Came into force on 1 August 1985, as soon as the Contracting Parties had informed each other (on 15 May and 1 August 1985) that the respective constitutional requirements had been fulfilled, in accordance with article 12 (1).

<sup>2</sup> United Nations, *Treaty Series*, vol. 729, p. 161.

<sup>3</sup> *Ibid.*, vol. 298, p. 167.

*Article 2.* 1. The cooperation shall be promoted by:

- a) Transfer from the Kingdom of Belgium to the Arab Republic of Egypt of material, equipment and technology for the planning, construction and operation of nuclear power plants together with such other services in connection with the operation of nuclear power plants as may be agreed upon;
- b) Exchange of information;
- c) Exchange of scientific and technical personnel;
- d) Experts meetings and other joint activities;
- e) Provision or procurement of advisory and other services;
- f) Implementation of joint or coordinated research, development and other nuclear projects.

2. The Contracting Parties shall facilitate such cooperation *inter alia* by providing materials, equipment and technology as may be agreed upon between them.

3. The distribution of the costs resulting from the cooperation under this Agreement shall be determined by the specific agreements or other arrangements referred to in paragraph 2 of Article 1 above.

4. Unless otherwise provided for in specific agreements or other arrangements the travel expenses incurred by experts and other persons exchanged between the Contracting Parties under this Agreement shall be borne by the sending Contracting Party. The cost of sejour and any internal travel expenses incurred in that connection shall be borne by the receiving Contracting Party.

*Article 3.* In order to promote the implementation of this Agreement the Contracting Parties shall agree to establish a joint liaison group meeting whenever appropriate and normally alternately in the Kingdom of Belgium and the Arab Republic of Egypt. The joint liaison group shall review the progress made with regard to activities under this Agreement and consult on measures that may be necessary in this respect. Moreover, joint groups of experts may be appointed to consider specific issues.

*Article 4.* 1. The exchange of information shall take place either between the Contracting Parties themselves or between the entities designated by them.

2. The Contracting Parties or the entities designated by them may transmit the information obtained to public institutions or to non-profit institutions or corporations supported by public authorities. Such transmission of information shall be precluded or limited if the other Contracting Party or the entities designated by it so decide before or at the time of the exchange.

3. Each Contracting Party shall ensure that the recipients entitled to information under this Agreement or under the specific agreements or other arrangements to be concluded for its implementation do not transmit such information to entities or persons not authorized under this Agreement or under specific agreements or other arrangements to receive such information.

*Article 5.* 1. This Agreement shall not apply to:

- a) Information which, by virtue of the rights of third parties or of arrangements concluded with third parties, may not be communicated.

b) Government-classified information, unless approval of the transmission of such information is granted by the competent authorities of the respective Contracting Party. The handling of such information shall remain subject to a special arrangement stipulating the procedures for transmission.

2. Information of significant commercial value shall be communicated only on the basis of special arrangements. Special arrangements shall also determine how to deal with the information of significant commercial value resulting from joint research and development.

3. The Contracting Parties shall endeavour to ensure that the participating entities indicate to each other as far as possible the degree of reliability and applicability of information exchanged or materials and equipment provided. The fact that the Contracting Parties may be involved in the transmission of information does not in itself constitute any ground for liability of the Contracting Parties.

*Article 6.* The specific agreements or other arrangements referred to in paragraph 2 of Article 1 shall *inter alia* make provision for liability in respect of damage sustained by the Contracting Parties or by third parties in connection with the implementation of this Agreement, provided that there is a need for such provision in individual cases.

*Article 7.* 1. The Contracting Parties declare that their cooperation in the peaceful uses of nuclear energy will not contribute to the proliferation of nuclear weapons or other nuclear explosive devices.

2. The Contracting Parties agree that no material, equipment or information transferred under this Agreement, nor any subsequent generation of special fissionable material, nor any other material produced, processed or used through the use of any items transferred, shall be used in such a way as to result in a nuclear explosive device.

3. Nuclear material transferred under this Agreement, and nuclear material used in or produced through the use of material, equipment or information so transferred, shall be subject to safeguards as specified in an agreement with the I.A.E.A. for the application of safeguards in accordance with paragraphs 1 and 4 of Article III of the N.P.T. being in force for the receiving Contracting Party.

4. To the extent that such I.A.E.A. safeguards cannot be implemented, the Contracting Parties shall undertake to agree at the earliest possible time on a system of safeguards which is equivalent in scope and effect to the above-mentioned system. Such safeguards shall be applied if and when nuclear material is located in the territory of the receiving Contracting Party in respect of which an obligation exists pursuant to paragraph 2 of this Article.

*Article 8.* 1. Any nuclear material, equipment or information in respect of which the receiving Contracting Party is under an obligation pursuant to paragraph 2 of Article 7 above may not be transferred to another country unless that country enters into the same obligations as are stipulated in Articles 7 and 10 of this Agreement and has concluded a safeguards agreement with the I.A.E.A. with regard to the transferred items. The Contracting Parties shall consult each other on this matter.

2. Such transfer involved uranium enriched with uranium-235 to more than 20 percent, uranium-233 or plutonium, including all subsequent generations of

fissionable material derived therefrom as well as irradiated nuclear fuel elements shall only take place with the agreement of the Contracting Parties.

*Article 9.* 1. Each Contracting Party shall take the measures required to ensure effective physical protection of the nuclear material and facilities in its territory as well as during transport between the territories of the Contracting Parties and to other countries. In this regard, the Contracting Parties, unless they otherwise agree, shall apply to nuclear material and facilities transferred or nuclear material produced under this Agreement the principles set forth in I.A.E.A. document INFCIRC/225/Rev.2 as well as in regulations or recommendations of the I.A.E.A. supplementing, amending or replacing the said document. The Contracting Parties shall exchange their experience regarding the application of such principles.

*Article 10.* Without prejudice to the right of either Contracting Party to conclude other agreements in the field of peaceful uses of nuclear energy, nothing in this Agreement shall be interpreted as affecting the obligations resulting from the participation of either Contracting Party in other international agreements for the peaceful uses of nuclear energy, concluded before the date of signature of this Agreement, including those arising for the Kingdom of Belgium from the Treaty establishing the European Atomic Energy Community.

*Article 11.* 1. Any disputes arising from the interpretation or application of this Agreement shall, as far as possible, be settled by consultation between the two Contracting Parties.

2. If a dispute cannot thus be settled, either contracting Party may request that the dispute be submitted to an arbitral tribunal for its decision. Such arbitral tribunal shall be constituted *ad hoc* by mutual agreement between the Contracting Parties.

*Article 12.* 1. This Agreement shall enter into force as soon as the Contracting Parties have informed each other by an exchange of notes that the respective constitutional requirements for such entry into force have been fulfilled.

2. This Agreement shall remain in force for a period of thirty years and shall subsequently be extended for successive periods of five years unless an extension is excluded by a corresponding note of either Contracting Party six months prior to the expiry of any such period. The duration of specific agreements or other arrangements shall not be affected by the termination of this Agreement. In the event that this Agreement ceases to have effect, its relevant provisions shall remain in force for the period and to the extent necessary for the implementation of the specific agreements or other arrangements concluded under this Agreement.

3. The provisions of Articles 7 and 8 of this Agreement shall remain in force as long as the relevant nuclear material is in the territory of the Contracting Party concerned.

4. The Contracting Parties may agree at any time to amend this Agreement. The entry into force of any amendment will be in accordance with the provisions of paragraph 1 of this Article.

DONE at Brussels, this 8th day of November 1984, in duplicate in the English, Arabic, Dutch and French languages, all texts being authentic. In case of contradiction between the French, Dutch and Arabic texts, the English text shall prevail.

For the Government  
of the Kingdom of Belgium:

ETIENNE KNOOPS  
Secretary of State for Energy

For the Government  
of the Arab Republic of Egypt:

MOHAMED MAHER ABAZA  
Minister for Electricity and Energy

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