

Legal Affairs

NUCLEAR LAW
Bulletin

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and Brussels Supplementary Conventions
as Amended**

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NUCLEAR ENERGY AGENCY
ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT

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NUCLEAR ENERGY AGENCY

The OECD Nuclear Energy Agency (NEA) was established on 1st February 1958 under the name of the OEEC European Nuclear Energy Agency. It received its present designation on 20th April 1972, when Japan became its first non-European full member. NEA membership today consists of 28 OECD member countries: Australia, Austria, Belgium, Canada, the Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Japan, Luxembourg, Mexico, the Netherlands, Norway, Portugal, Republic of Korea, the Slovak Republic, Spain, Sweden, Switzerland, Turkey, the United Kingdom and the United States. The Commission of the European Communities also takes part in the work of the Agency.

The mission of the NEA is:

- to assist its member countries in maintaining and further developing, through international co-operation, the scientific, technological and legal bases required for a safe, environmentally friendly and economical use of nuclear energy for peaceful purposes, as well as
- to provide authoritative assessments and to forge common understandings on key issues, as input to government decisions on nuclear energy policy and to broader OECD policy analyses in areas such as energy and sustainable development.

Specific areas of competence of the NEA include safety and regulation of nuclear activities, radioactive waste management, radiological protection, nuclear science, economic and technical analyses of the nuclear fuel cycle, nuclear law and liability, and public information. The NEA Data Bank provides nuclear data and computer program services for participating countries.

In these and related tasks, the NEA works in close collaboration with the International Atomic Energy Agency in Vienna, with which it has a Co-operation Agreement, as well as with other international organisations in the nuclear field.

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**CONVENTION ON THIRD PARTY LIABILITY IN THE FIELD OF NUCLEAR ENERGY
OF 29 JULY 1960, AS AMENDED BY THE ADDITIONAL PROTOCOL
OF 28 JANUARY 1964, BY THE PROTOCOL OF 16 NOVEMBER 1982,
AND BY THE PROTOCOL OF 12 FEBRUARY 2004**

**Unofficial Consolidated Text of the Paris Convention
Incorporating the Provisions of the Three Amending Protocols Referred to Above**

The **GOVERNMENTS** of the Federal Republic of Germany, the Kingdom of Belgium, the Kingdom of Denmark, the Kingdom of Spain, the Republic of Finland, the French Republic, the Hellenic Republic, the Italian Republic, the Kingdom of Norway, the Kingdom of the Netherlands, the Portuguese Republic, the United Kingdom of Great Britain and Northern Ireland, the Republic of Slovenia, the Kingdom of Sweden, the Swiss Confederation and the Turkish Republic;*

CONSIDERING that the OECD Nuclear Energy Agency, established within the framework of the Organisation for Economic Co-operation and Development (hereinafter referred to as the “Organisation”),** is charged with encouraging the elaboration and harmonisation of legislation relating to nuclear energy in participating countries, in particular with regard to third party liability and insurance against atomic risks;

DESIROUS of ensuring adequate and equitable compensation for persons who suffer damage caused by nuclear incidents whilst taking the necessary steps to ensure that the development of the production and uses of nuclear energy for peaceful purposes is not thereby hindered;

CONVINCED of the need for unifying the basic rules applying in the various countries to the liability incurred for such damage, whilst leaving these countries free to take, on a national basis, any additional measures which they deem appropriate;

HAVE AGREED as follows:

* The designation of the Signatories is the same as that in the Protocol of 12 February 2004. It should be noted that the Republic of Austria and the Grand Duchy of Luxembourg signed the Paris Convention and its Additional Protocol of 1964 and its Protocol of 1982 but have not ratified these instruments. In addition, they have not signed the Protocol of 12 February 2004. The Republic of Slovenia acceded to the Paris Convention, as amended by the Additional Protocol of 1964 and the Protocol of 1982, with effect as of 16 October 2002 and has signed the Protocol of 12 February 2004.

** The Organisation for European Economic Co-operation and Development (OEEC) was reconstituted as the Organisation for Economic Co-operation and Development (OECD) on 30 September 1961, in accordance with the provisions of the Convention on the Organisation for Economic Co-operation and Development of 14 December 1960. In addition, following the Decision of the OECD Council dated 17 May 1972 [C(72)106(Final)], the European Nuclear Energy Agency (ENEA) is now called the OECD Nuclear Energy Agency (NEA).

Article 1

a) For the purposes of this Convention:

- i) “A nuclear incident” means any occurrence or series of occurrences having the same origin which causes nuclear damage.
- ii) “Nuclear installation” means reactors other than those comprised in any means of transport; factories for the manufacture or processing of nuclear substances; factories for the separation of isotopes of nuclear fuel; factories for the reprocessing of irradiated nuclear fuel; facilities for the storage of nuclear substances other than storage incidental to the carriage of such substances; installations for the disposal of nuclear substances; any such reactor, factory, facility or installation that is in the course of being decommissioned; and such other installations in which there are nuclear fuel or radioactive products or waste as the Steering Committee for Nuclear Energy of the Organisation (hereinafter referred to as the “Steering Committee”) shall from time to time determine; any Contracting Party may determine that two or more nuclear installations of one operator which are located on the same site shall, together with any other premises on that site where nuclear fuel or radioactive products or waste are held, be treated as a single nuclear installation.
- iii) “Nuclear fuel” means fissionable material in the form of uranium metal, alloy, or chemical compound (including natural uranium), plutonium metal, alloy, or chemical compound, and such other fissionable material as the Steering Committee shall from time to time determine.
- iv) “Radioactive products or waste” means any radioactive material produced in or made radioactive by exposure to the radiation incidental to the process of producing or utilising nuclear fuel, but does not include (1) nuclear fuel, or (2) radioisotopes outside a nuclear installation which have reached the final stage of fabrication so as to be usable for any industrial, commercial, agricultural, medical, scientific or educational purpose.
- v) “Nuclear substances” means nuclear fuel (other than natural uranium and other than depleted uranium) and radioactive products or waste.
- vi) “Operator” in relation to a nuclear installation means the person designated or recognised by the competent public authority as the operator of that installation.
- vii) “Nuclear damage” means,
 - 1. loss of life or personal injury;
 - 2. loss of or damage to property;and each of the following to the extent determined by the law of the competent court,
 - 3. economic loss arising from loss or damage referred to in sub-paragraph 1 or 2 above insofar as not included in those sub-paragraphs, if incurred by a person entitled to claim in respect of such loss or damage;

4. the costs of measures of reinstatement of impaired environment, unless such impairment is insignificant, if such measures are actually taken or to be taken, and insofar as not included in sub-paragraph 2 above;
5. loss of income deriving from a direct economic interest in any use or enjoyment of the environment, incurred as a result of a significant impairment of that environment, and insofar as not included in sub-paragraph 2 above;
6. the costs of preventive measures, and further loss or damage caused by such measures,

in the case of sub-paragraphs 1 to 5 above, to the extent that the loss or damage arises out of or results from ionising radiation emitted by any source of radiation inside a nuclear installation, or emitted from nuclear fuel or radioactive products or waste in, or of nuclear substances coming from, originating in, or sent to, a nuclear installation, whether so arising from the radioactive properties of such matter, or from a combination of radioactive properties with toxic, explosive or other hazardous properties of such matter.

- viii) “Measures of reinstatement” means any reasonable measures which have been approved by the competent authorities of the State where the measures were taken, and which aim to reinstate or restore damaged or destroyed components of the environment, or to introduce, where reasonable, the equivalent of these components into the environment. The legislation of the State where the nuclear damage is suffered shall determine who is entitled to take such measures.
 - ix) “Preventive measures” means any reasonable measures taken by any person after a nuclear incident or an event creating a grave and imminent threat of nuclear damage has occurred, to prevent or minimise nuclear damage referred to in sub-paragraphs (a)(vii) 1 to 5, subject to any approval of the competent authorities required by the law of the State where the measures were taken.
 - x) “Reasonable measures” means measures which are found under the law of the competent court to be appropriate and proportionate, having regard to all the circumstances, for example:
 1. the nature and extent of the nuclear damage incurred or, in the case of preventive measures, the nature and extent of the risk of such damage;
 2. the extent to which, at the time they are taken, such measures are likely to be effective; and
 3. relevant scientific and technical expertise.
- b) The Steering Committee may, if in its view the small extent of the risks involved so warrants, exclude any nuclear installation, nuclear fuel, or nuclear substances from the application of this Convention.

Article 2

- a) This Convention shall apply to nuclear damage suffered in the territory of, or in any maritime zones established in accordance with international law of, or, except in the territory of a non-Contracting State not mentioned under (ii) to (iv) of this paragraph, on board a ship or aircraft registered by,
- i) a Contracting Party;
 - ii) a non-Contracting State which, at the time of the nuclear incident, is a Contracting Party to the Vienna Convention on Civil Liability for Nuclear Damage of 21 May 1963 and any amendment thereto which is in force for that Party, and to the Joint Protocol relating to the Application of the Vienna Convention and the Paris Convention of 21 September 1988, provided however, that the Contracting Party to the Paris Convention in whose territory the installation of the operator liable is situated is a Contracting Party to that Joint Protocol;
 - iii) a non-Contracting State which, at the time of the nuclear incident, has no nuclear installation in its territory or in any maritime zones established by it in accordance with international law; or
 - iv) any other non-Contracting State which, at the time of the nuclear incident, has in force nuclear liability legislation which affords equivalent reciprocal benefits, and which is based on principles identical to those of this Convention, including, *inter alia*, liability without fault of the operator liable, exclusive liability of the operator or a provision to the same effect, exclusive jurisdiction of the competent court, equal treatment of all victims of a nuclear incident, recognition and enforcement of judgements, free transfer of compensation, interests and costs.
- b) Nothing in this Article shall prevent a Contracting Party in whose territory the nuclear installation of the operator liable is situated from providing for a broader scope of application of this Convention under its legislation.

Article 3

- a) The operator of a nuclear installation shall be liable, in accordance with this Convention, for nuclear damage other than
- i) damage to the nuclear installation itself and any other nuclear installation, including a nuclear installation under construction, on the site where that installation is located; and
 - ii) damage to any property on that same site which is used or to be used in connection with any such installation,
- upon proof that such damage was caused by a nuclear incident in such installation or involving nuclear substances coming from such installation, except as otherwise provided for in Article 4.
- b) Where nuclear damage is caused jointly by a nuclear incident and by an incident other than a nuclear incident, that part of the damage which is caused by such other incident, shall, to the extent that it is not reasonably separable from the nuclear damage caused by the nuclear

incident, be considered to be nuclear damage caused by the nuclear incident. Where nuclear damage is caused jointly by a nuclear incident and by an emission of ionising radiation not covered by this Convention, nothing in this Convention shall limit or otherwise affect the liability of any person in connection with that emission of ionising radiation.

Article 4

In the case of carriage of nuclear substances, including storage incidental thereto, without prejudice to Article 2:

- a) The operator of a nuclear installation shall be liable, in accordance with this Convention, for nuclear damage upon proof that it was caused by a nuclear incident outside that installation and involving nuclear substances in the course of carriage therefrom, only if the incident occurs:
 - i) before liability with regard to nuclear incidents involving the nuclear substances has been assumed, pursuant to the express terms of a contract in writing, by the operator of another nuclear installation;
 - ii) in the absence of such express terms, before the operator of another nuclear installation has taken charge of the nuclear substances; or
 - iii) where the nuclear substances are intended to be used in a reactor comprised in a means of transport, before the person duly authorised to operate that reactor has taken charge of the nuclear substances; but
 - iv) where the nuclear substances have been sent to a person within the territory of a non-Contracting State, before they have been unloaded from the means of transport by which they have arrived in the territory of that non-Contracting State.
- b) The operator of a nuclear installation shall be liable, in accordance with this Convention, for nuclear damage upon proof that it was caused by a nuclear incident outside that installation and involving nuclear substances in the course of carriage thereto, only if the incident occurs:
 - i) after liability with regard to nuclear incidents involving the nuclear substances has been assumed by him, pursuant to the express terms of a contract in writing, from the operator of another nuclear installation;
 - ii) in the absence of such express terms, after he has taken charge of the nuclear substances; or
 - iii) after he has taken charge of the nuclear substances from a person operating a reactor comprised in a means of transport; but
 - iv) where the nuclear substances have, with the written consent of the operator, been sent from a person within the territory of a non-Contracting State, after they have been loaded on the means of transport by which they are to be carried from the territory of that State.
- c) The transfer of liability to the operator of another nuclear installation pursuant to paragraphs (a)(i) and (ii) and (b)(i) and (ii) of this Article may only take place if that operator has a direct economic interest in the nuclear substances that are in the course of carriage.

- d) The operator liable in accordance with this Convention shall provide the carrier with a certificate issued by or on behalf of the insurer or other financial guarantor furnishing the security required pursuant to Article 10. However, a Contracting Party may exclude this obligation in relation to carriage which takes place wholly within its own territory. The certificate shall state the name and address of that operator and the amount, type and duration of the security, and these statements may not be disputed by the person by whom or on whose behalf the certificate was issued. The certificate shall also indicate the nuclear substances and the carriage in respect of which the security applies and shall include a statement by the competent public authority that the person named is an operator within the meaning of this Convention.
- e) A Contracting Party may provide by legislation that, under such terms as may be contained therein and upon fulfilment of the requirements of Article 10(a), a carrier may, at his request and with the consent of an operator of a nuclear installation situated in its territory, by decision of the competent public authority, be liable in accordance with this Convention in place of that operator. In such case for all the purposes of this Convention the carrier shall be considered, in respect of nuclear incidents occurring in the course of carriage of nuclear substances, as an operator of a nuclear installation on the territory of the Contracting Party whose legislation so provides.

Article 5

- a) If the nuclear fuel or radioactive products or waste involved in a nuclear incident have been in more than one nuclear installation and are in a nuclear installation at the time nuclear damage is caused, no operator of any nuclear installation in which they have previously been shall be liable for the nuclear damage.
- b) Where, however, nuclear damage is caused by a nuclear incident occurring in a nuclear installation and involving only nuclear substances stored therein incidentally to their carriage, the operator of the nuclear installation shall not be liable where another operator or person is liable pursuant to Article 4.
- c) If the nuclear fuel or radioactive products or waste involved in a nuclear incident have been in more than one nuclear installation and are not in a nuclear installation at the time nuclear damage is caused, no operator other than the operator of the last nuclear installation in which they were before the nuclear damage was caused or an operator who has subsequently taken them in charge, or has assumed liability therefor pursuant to the express terms of a contract in writing shall be liable for the nuclear damage.
- d) If nuclear damage gives rise to liability of more than one operator in accordance with this Convention, the liability of these operators shall be joint and several, provided that where such liability arises as a result of nuclear damage caused by a nuclear incident involving nuclear substances in the course of carriage in one and the same means of transport, or, in the case of storage incidental to the carriage, in one and the same nuclear installation, the maximum total amount for which such operators shall be liable shall be the highest amount established with respect to any of them pursuant to Article 7. In no case shall any one operator be required, in respect of a nuclear incident, to pay more than the amount established with respect to him pursuant to Article 7.

Article 6

- a) The right to compensation for nuclear damage caused by a nuclear incident may be exercised only against an operator liable for the nuclear damage in accordance with this Convention, or, if a direct right of action against the insurer or other financial guarantor furnishing the security required pursuant to Article 10 is given by national law, against the insurer or other financial guarantor.
- b) Except as otherwise provided in this Article, no other person shall be liable for nuclear damage caused by a nuclear incident, but this provision shall not affect the application of any international agreement in the field of transport in force or open for signature, ratification or accession at the date of this Convention.
- c)
 - i) Nothing in this Convention shall affect the liability:
 - 1. of any individual for nuclear damage caused by a nuclear incident for which the operator, by virtue of Article 3(a) or Article 9, is not liable under this Convention and which results from an act or omission of that individual done with intent to cause damage;
 - 2. of a person duly authorised to operate a reactor comprised in a means of transport for nuclear damage caused by a nuclear incident when an operator is not liable for such damage pursuant to Article 4(a)(iii) or (b)(iii).
 - ii) The operator shall incur no liability outside this Convention for nuclear damage caused by a nuclear incident.
- d) Any person who has paid compensation in respect of nuclear damage caused by a nuclear incident under any international agreement referred to in paragraph (b) of this Article or under any legislation of a non-Contracting State shall, up to the amount which he has paid, acquire by subrogation the rights under this Convention of the person suffering nuclear damage whom he has so compensated.
- e) If the operator proves that the nuclear damage resulted wholly or partly either from the gross negligence of the person suffering the damage or from an act or omission of such person done with intent to cause damage, the competent court may, if national law so provides, relieve the operator wholly or partly from his obligation to pay compensation in respect of the damage suffered by such person.
- f) The operator shall have a right of recourse only:
 - i) if the nuclear damage caused by a nuclear incident results from an act or omission done with intent to cause nuclear damage, against the individual acting or omitting to act with such intent;
 - ii) if and to the extent that it is so provided expressly by contract.
- g) If the operator has a right of recourse to any extent pursuant to paragraph (f) of this Article against any person, that person shall not, to that extent, have a right against the operator under paragraph (d) of this Article.

- h) Where provisions of national or public health insurance, social security, workers' compensation or occupational disease compensation systems include compensation for nuclear damage caused by a nuclear incident, rights of beneficiaries of such systems and rights of recourse by virtue of such systems shall be determined by the law of the Contracting Party or by the regulations of the inter-governmental organisation which has established such systems.

Article 7

- a) Each Contracting Party shall provide under its legislation that the liability of the operator in respect of nuclear damage caused by any one nuclear incident shall not be less than 700 million euro.
- b) Notwithstanding paragraph (a) of this Article and Article 21(c), any Contracting Party may,
 - i) having regard to the nature of the nuclear installation involved and to the likely consequences of a nuclear incident originating therefrom, establish a lower amount of liability for that installation, provided that in no event shall any amount so established be less than 70 million euro; and
 - ii) having regard to the nature of the nuclear substances involved and to the likely consequences of a nuclear incident originating therefrom, establish a lower amount of liability for the carriage of nuclear substances, provided that in no event shall any amount so established be less than 80 million euro.
- c) Compensation for nuclear damage caused to the means of transport on which the nuclear substances involved were at the time of the nuclear incident shall not have the effect of reducing the liability of the operator in respect of other nuclear damage to an amount less than either 80 million euro, or any higher amount established by the legislation of a Contracting Party.
- d) The amount of liability of operators of nuclear installations in the territory of a Contracting Party established in accordance with paragraph (a) or (b) of this Article or with Article 21(c), as well as the provisions of any legislation of a Contracting Party pursuant to paragraph (c) of this Article shall apply to the liability of such operators wherever the nuclear incident occurs.
- e) A Contracting Party may subject the transit of nuclear substances through its territory to the condition that the maximum amount of liability of the foreign operator concerned be increased, if it considers that such amount does not adequately cover the risks of a nuclear incident in the course of the transit, provided that the maximum amount thus increased shall not exceed the maximum amount of liability of operators of nuclear installations situated in its territory.
- f) The provisions of paragraph (e) of this Article shall not apply:
 - i) to carriage by sea where, under international law, there is a right of entry in cases of urgent distress into the ports of such Contracting Party or a right of innocent passage through its territory; or
 - ii) to carriage by air where, by agreement or under international law, there is a right to fly over or land on the territory of such Contracting Party.

- g) In cases where the Convention is applicable to a non-Contracting State in accordance with Article 2(a)(iv), any Contracting Party may establish in respect of nuclear damage amounts of liability lower than the minimum amounts established under this Article or under Article 21(c) to the extent that such State does not afford reciprocal benefits of an equivalent amount.
- h) Any interest and costs awarded by a court in actions for compensation under this Convention shall not be considered to be compensation for the purposes of this Convention and shall be payable by the operator in addition to any sum for which he is liable in accordance with this Article.
- i) The sums mentioned in this Article may be converted into national currency in round figures.
- j) Each Contracting Party shall ensure that persons suffering damage may enforce their rights to compensation without having to bring separate proceedings according to the origin of the funds provided for such compensation.

Article 8

- a) The right of compensation under this Convention shall be subject to prescription or extinction if an action is not brought,
 - i) with respect to loss of life and personal injury, within thirty years from the date of the nuclear incident;
 - ii) with respect to other nuclear damage, within ten years from the date of the nuclear incident.
- b) National legislation may, however, establish a period longer than that set out in sub-paragraph (i) or (ii) of paragraph (a) of this Article, if measures have been taken by the Contracting Party within whose territory the nuclear installation of the operator liable is situated to cover the liability of that operator in respect of any actions for compensation begun after the expiry of the period set out in sub-paragraph (i) or (ii) of paragraph (a) of this Article and during such longer period.
- c) If, however, a longer period is established in accordance with paragraph (b) of this Article, an action for compensation brought within such period shall in no case affect the right of compensation under this Convention of any person who has brought an action against the operator,
 - i) within a thirty year period in respect of personal injury or loss of life;
 - ii) within a ten year period in respect of all other nuclear damage.
- d) National legislation may establish a period of not less than three years for the prescription or extinction of rights of compensation under the Convention, determined from the date at which the person suffering nuclear damage had knowledge, or from the date at which that person ought reasonably to have known of both the nuclear damage and the operator liable, provided that the periods established pursuant to paragraphs (a) and (b) of this Article shall not be exceeded.

- e) Where the provisions of Article 13(f)(ii) are applicable, the right of compensation shall not, however, be subject to prescription or extinction if, within the time provided for in paragraphs (a), (b) and (d) of this Article,
 - i) prior to the determination by the Tribunal referred to in Article 17, an action has been brought before any of the courts from which the Tribunal can choose; if the Tribunal determines that the competent court is a court other than that before which such action has already been brought, it may fix a date by which such action has to be brought before the competent court so determined; or
 - ii) a request has been made to a Contracting Party concerned to initiate a determination by the Tribunal of the competent court pursuant to Article 13(f)(ii) and an action is brought subsequent to such determination within such time as may be fixed by the Tribunal.
- f) Unless national law provides to the contrary, any person suffering nuclear damage caused by a nuclear incident who has brought an action for compensation within the period provided for in this Article may amend his claim in respect of any aggravation of the nuclear damage after the expiry of such period, provided that final judgement has not been entered by the competent court.

Article 9

The operator shall not be liable for nuclear damage caused by a nuclear incident directly due to an act of armed conflict, hostilities, civil war, or insurrection.

Article 10

- a) To cover the liability under this Convention, the operator shall be required to have and maintain insurance or other financial security of the amount established pursuant to Article 7(a) or 7(b) or Article 21(c) and of such type and terms as the competent public authority shall specify.
- b) Where the liability of the operator is not limited in amount, the Contracting Party within whose territory the nuclear installation of the liable operator is situated shall establish a limit upon the financial security of the operator liable, provided that any limit so established shall not be less than the amount referred to in Article 7(a) or 7(b).
- c) The Contracting Party within whose territory the nuclear installation of the liable operator is situated shall ensure the payment of claims for compensation for nuclear damage which have been established against the operator by providing the necessary funds to the extent that the insurance or other financial security is not available or sufficient to satisfy such claims, up to an amount not less than the amount referred to in Article 7(a) or Article 21(c).
- d) No insurer or other financial guarantor shall suspend or cancel the insurance or other financial security provided for in paragraph (a) or (b) of this Article without giving notice in writing of at least two months to the competent public authority or, in so far as such insurance or other financial security relates to the carriage of nuclear substances, during the period of the carriage in question.

- e) The sums provided as insurance, reinsurance, or other financial security may be drawn upon only for compensation for nuclear damage caused by a nuclear incident.

Article 11

The nature, form and extent of the compensation, within the limits of this Convention, as well as the equitable distribution thereof, shall be governed by national law.

Article 12

Compensation payable under this Convention, insurance and reinsurance premiums, sums provided as insurance, reinsurance, or other financial security required pursuant to Article 10, and interest and costs referred to in Article 7(h), shall be freely transferable between the monetary areas of the Contracting Parties.

Article 13

- a) Except as otherwise provided in this Article, jurisdiction over actions under Articles 3, 4 and 6(a) shall lie only with the courts of the Contracting Party in whose territory the nuclear incident occurred.
- b) Where a nuclear incident occurs within the area of the exclusive economic zone of a Contracting Party or, if such a zone has not been established, in an area not exceeding the limits of an exclusive economic zone were one to be established, jurisdiction over actions concerning nuclear damage from that nuclear incident shall, for the purposes of this Convention, lie only with the courts of that Party, provided that the Contracting Party concerned has notified the Secretary-General of the Organisation of such area prior to the nuclear incident. Nothing in this paragraph shall be interpreted as permitting the exercise of jurisdiction or the delimitation of a maritime zone in a manner which is contrary to the international law of the sea.
- c) Where a nuclear incident occurs outside the territory of the Contracting Parties, or where it occurs within an area in respect of which no notification has been given pursuant to paragraph (b) of this Article, or where the place of the nuclear incident cannot be determined with certainty, jurisdiction over such actions shall lie with the courts of the Contracting Party in whose territory the nuclear installation of the operator liable is situated.
- d) Where a nuclear incident occurs in an area in respect of which the circumstances of Article 17(d) apply, jurisdiction shall lie with the courts determined, at the request of a Contracting Party concerned, by the Tribunal referred to in Article 17 as being the courts of that Contracting Party which is most closely related to and affected by the consequences of the incident.
- e) The exercise of jurisdiction under this Article as well as the notification of an area made pursuant to paragraph (b) of this Article shall not create any right or obligation or set a precedent with respect to the delimitation of maritime areas between States with opposite or adjacent coasts.
- f) Where jurisdiction would lie with the courts of more than one Contracting Party by virtue of paragraph (a), (b) or (c) of this Article, jurisdiction shall lie,

- i) if the nuclear incident occurred partly outside the territory of any Contracting Party and partly in the territory of a single Contracting Party, with the courts of that Contracting Party; and
 - ii) in any other case, with the courts determined, at the request of a Contracting Party concerned, by the Tribunal referred to in Article 17 as being the courts of that Contracting Party which is most closely related to and affected by the consequences of the incident.
- g) The Contracting Party whose courts have jurisdiction shall ensure that in relation to actions for compensation of nuclear damage:
 - i) any State may bring an action on behalf of persons who have suffered nuclear damage, who are nationals of that State or have their domicile or residence in its territory, and who have consented thereto; and
 - ii) any person may bring an action to enforce rights under this Convention acquired by subrogation or assignment.
- h) The Contracting Party whose courts have jurisdiction under this Convention shall ensure that only one of its courts shall be competent to rule on compensation for nuclear damage arising from any one nuclear incident, the criteria for such selection being determined by the national legislation of such Contracting Party.
- i) Judgements entered by the competent court under this Article after trial, or by default, shall, when they have become enforceable under the law applied by that court, become enforceable in the territory of any of the other Contracting Parties as soon as the formalities required by the Contracting Party concerned have been complied with. The merits of the case shall not be the subject of further proceedings. The foregoing provisions shall not apply to interim judgements.
- j) If an action is brought against a Contracting Party under this Convention, such Contracting Party may not, except in respect of measures of execution, invoke any jurisdictional immunities before the court competent in accordance with this Article.

Article 14

- a) This Convention shall be applied without any discrimination based upon nationality, domicile, or residence.
- b) “National law” and “national legislation” mean the law or the national legislation of the court having jurisdiction under this Convention over claims arising out of a nuclear incident, excluding the rules on conflict of laws relating to such claims. That law or legislation shall apply to all matters both substantive and procedural not specifically governed by this Convention.
- c) That law and legislation shall be applied without any discrimination based upon nationality, domicile, or residence.

Article 15

- a) Any Contracting Party may take such measures as it deems necessary to provide for an increase in the amount of compensation specified in this Convention.
- b) In so far as compensation for nuclear damage is in excess of the 700 million euro referred to in Article 7(a), any such measure in whatever form may be applied under conditions which may derogate from the provisions of this Convention.

Article 16

Decisions taken by the Steering Committee under Articles 1(a)(ii), 1(a)(iii) and 1(b) shall be adopted by mutual agreement of the members representing the Contracting Parties.

Article 16bis

This Convention shall not affect the rights and obligations of a Contracting Party under the general rules of public international law.

Article 17

- a) In the event of a dispute arising between two or more Contracting Parties concerning the interpretation or application of this Convention, the parties to the dispute shall consult with a view to settling the dispute by negotiation or other amicable means.
- b) Where a dispute referred to in paragraph (a) is not settled within six months from the date upon which such dispute is acknowledged to exist by any party thereto, the Contracting Parties shall meet in order to assist the parties to the dispute to reach a friendly settlement.
- c) Where no resolution to the dispute has been reached within three months of the meeting referred to in paragraph (b), the dispute shall, upon the request of any party thereto, be submitted to the European Nuclear Energy Tribunal established by the Convention of 20 December 1957 on the Establishment of a Security Control in the Field of Nuclear Energy.
- d) Disputes concerning the delimitation of maritime boundaries are outside the scope of this Convention.

Article 18

- a) Reservations to one or more of the provisions of this Convention may be made at any time prior to ratification, acceptance or approval of, or accession to, this Convention or prior to the time of notification under Article 23 in respect of any territory or territories mentioned in the notification, and shall be admissible only if the terms of these reservations have been expressly accepted by the Signatories.
- b) Such acceptance shall not be required from a Signatory which has not itself ratified, accepted or approved this Convention within a period of twelve months after the date of notification to it of such reservation by the Secretary-General of the Organisation in accordance with Article 24.

- c) Any reservation admitted in accordance with this Article may be withdrawn at any time by notification addressed to the Secretary-General of the Organisation.

Article 19

- a) This Convention shall be subject to ratification, acceptance or approval. Instruments of ratification, acceptance or approval shall be deposited with the Secretary-General of the Organisation.
- b) This Convention shall come into force upon the deposit of instruments of ratification, acceptance or approval by not less than five of the Signatories. For each Signatory ratifying, accepting or approving thereafter, this Convention shall come into force upon the deposit of its instrument of ratification, acceptance or approval.

Article 20

Amendments to this Convention shall be adopted by mutual agreement of all the Contracting Parties. They shall come into force when ratified, accepted or approved by two-thirds of the Contracting Parties. For each Contracting Party ratifying, accepting or approving thereafter, they shall come into force at the date of such ratification, acceptance or approval.

Article 21

- a) The Government of any Member or Associate country of the Organisation which is not a Signatory to this Convention may accede thereto by notification addressed to the Secretary-General of the Organisation.
- b) The Government of any other country which is not a Signatory to this Convention may accede thereto by notification addressed to the Secretary-General of the Organisation and with the unanimous assent of the Contracting Parties. Such accession shall take effect from the date of such assent.
- c) Notwithstanding Article 7(a), where a Government which is not a Signatory to this Convention accedes to this Convention after 1 January 1999, it may provide under its legislation that the liability of an operator in respect of nuclear damage caused by any one nuclear incident may be limited, for a maximum of five years from the date of the adoption of the Protocol of 12 February 2004 to amend this Convention, to a transitional amount of not less than 350 million euro in respect of a nuclear incident occurring within that period.

Article 22

- a) This Convention shall remain in effect for a period of ten years as from the date of its coming into force. Any Contracting Party may, by giving twelve months' notice to the Secretary-General of the Organisation, terminate the application of this Convention to itself at the end of the period of ten years.

- b) This Convention shall, after the period of ten years, remain in force for a period of five years for such Contracting Parties as have not terminated its application in accordance with paragraph (a) of this Article, and thereafter for successive periods of five years for such Contracting Parties as have not terminated its application at the end of one of such periods of five years by giving twelve months' notice to that effect to the Secretary-General of the Organisation.
- c) The Contracting Parties shall consult each other at the expiry of each five year period following the date upon which this Convention comes into force, upon all problems of common interest raised by the application of this Convention, and in particular, to consider whether increases in the liability and financial security amounts under this Convention are desirable.
- d) A conference shall be convened by the Secretary-General of the Organisation in order to consider revisions to this Convention after a period of five years as from the date of its coming into force or, at any other time, at the request of a Contracting Party, within six months from the date of such request.

Article 23

- a) This Convention shall apply to the metropolitan territories of the Contracting Parties.
- b) Any Signatory or Contracting Party may, at the time of signature, ratification, acceptance or approval of, or accession to, this Convention or at any later time, notify the Secretary-General of the Organisation that this Convention shall apply to those of its territories, including the territories for whose international relations it is responsible, to which this Convention is not applicable in accordance with paragraph (a) of this Article and which are mentioned in the notification. Any such notification may, in respect of any territory or territories mentioned therein, be withdrawn by giving twelve months' notice to that effect to the Secretary-General of the Organisation.
- c) Any territories of a Contracting Party, including the territories for whose international relations it is responsible, to which this Convention does not apply shall be regarded for the purposes of this Convention as being a territory of a non-Contracting State.

Article 24

The Secretary-General of the Organisation shall give notice to all Signatories and acceding Governments of the receipt of any instrument of ratification, acceptance, approval, accession or withdrawal, of any notification under Articles 13(b) and 23, of decisions of the Steering Committee under Article 1(a)(ii), 1(a)(iii) and 1(b), of the date on which this Convention comes into force, of the text of any amendment thereto and the date on which such amendment comes into force, and of any reservation made in accordance with Article 18.

Annex

The following reservations were accepted either at the time of signature of the Convention or at the time of signature of the Additional Protocol:

1. Article 6(a) and (c)(i):

Reservation by the Government of the Federal Republic of Germany, the Government of the Republic of Austria and the Government of the Hellenic Republic.

Reservation of the right to provide, by national law, that persons other than the operator may continue to be liable for damage caused by a nuclear incident on condition that these persons are fully covered in respect of their liability, including defence against unjustified actions, by insurance or other financial security obtained by the operator or out of State funds.

2. Article 6(b) and (d):

Reservation by the Government of the Republic of Austria, the Government of the Hellenic Republic, the Government of the Kingdom of Norway, the Government of the Kingdom of Sweden and the Government of the Republic of Finland.

Reservation of the right to consider their national legislation which includes provisions equivalent to those included in the international agreements referred to in Article 6(b) as being international agreements within the meaning of Articles 6(b) and (d).

3. Article 8(a):

Reservation by the Government of the Federal Republic of Germany and the Government of the Republic of Austria.

Reservation of the right to establish, in respect of nuclear incidents occurring in the Federal Republic of Germany and in the Republic of Austria respectively, a period longer than ten years if measures have been taken to cover the liability of the operator in respect of any actions for compensation begun after the expiry of the period of ten years and during such longer period.

4. Article 9:

Reservation by the Government of the Federal Republic of Germany and the Government of the Republic of Austria.

Reservation of the right to provide, in respect of nuclear incidents occurring in the Federal Republic of Germany and in the Republic of Austria respectively, that the operator shall be liable for damage caused by a nuclear incident directly due to an act of armed conflict, hostilities, civil war, insurrection or a grave natural disaster of an exceptional character.

5. Article 19:

Reservation by the Government of the Federal Republic of Germany, the Government of the Republic of Austria, and the Government of the Hellenic Republic.

Reservation of the right to consider ratification of this Convention as constituting an obligation under international law to enact national legislation on third party liability in the field of nuclear energy in accordance with the provisions of this Convention.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries, duly empowered, have signed this Convention.

DONE in Paris, this 29 day of July 1960, in the English, French, German, Spanish, Italian and Dutch languages in a single copy which shall remain deposited with the Secretary-General of the Organisation for Economic Co-operation and Development by whom certified copies will be communicated to all Signatories.

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The Decisions, Recommendations and Interpretations relating to the application of the Paris Convention are set forth in a brochure published by the OECD Nuclear Energy Agency in 1990.

CONVENTION OF 31 JANUARY 1963 SUPPLEMENTARY TO THE PARIS CONVENTION OF 29 JULY 1960 ON THIRD PARTY LIABILITY IN THE FIELD OF NUCLEAR ENERGY, AS AMENDED BY THE ADDITIONAL PROTOCOL OF 28 JANUARY 1964, BY THE PROTOCOL OF 16 NOVEMBER 1982 AND BY THE PROTOCOL OF 12 FEBRUARY 2004

**Unofficial Consolidated Text of the Brussels Supplementary Convention
Incorporating the Provisions of the Three Amending Protocols Referred to Above**

THE GOVERNMENTS of the Federal Republic of Germany, the Kingdom of Belgium, the Kingdom of Denmark, the Kingdom of Spain, the Republic of Finland, the French Republic, the Italian Republic, the Kingdom of Norway, the Kingdom of the Netherlands, the United Kingdom of Great Britain and Northern Ireland, the Republic of Slovenia, the Kingdom of Sweden and the Swiss Confederation;*

BEING PARTIES to the Convention of 29 July 1960 on Third Party Liability in the Field of Nuclear Energy, concluded within the framework of the Organisation for European Economic Co-operation, now the Organisation for Economic Co-operation and Development, and as amended by the Additional Protocol concluded at Paris on 28 January 1964, by the Protocol concluded at Paris on 16 November 1982 and by the Protocol concluded at Paris on 12 February 2004 (hereinafter referred to as the “Paris Convention”);

DESIROUS of supplementing the measures provided in that Convention with a view to increasing the amount of compensation for damage which might result from the use of nuclear energy for peaceful purposes;

HAVE AGREED as follows:

Article 1

The system instituted by this Convention is supplementary to that of the Paris Convention, shall be subject to the provisions of the Paris Convention, and shall be applied in accordance with the following Articles.

* The designation of the Signatories is the same as that in the Protocol of 12 February 2004. It should be noted that the Republic of Austria and the Grand Duchy of Luxembourg signed the Brussels Supplementary Convention, its Additional Protocol of 1964 and its Protocol of 1982 but have not ratified these instruments. In addition, they have not signed the Protocol of 12 February 2004. The Republic of Slovenia acceded to the Brussels Supplementary Convention, as amended by the Additional Protocol of 1964 and the Protocol of 1982, with effect as of 5 June 2003 and has signed the Protocol of 12 February 2004.

Article 2

- a) The system of this Convention shall apply to nuclear damage for which an operator of a nuclear installation, used for peaceful purposes, situated in the territory of a Contracting Party to this Convention (hereinafter referred to as a “Contracting Party”), is liable under the Paris Convention, and which is suffered:
- i) in the territory of a Contracting Party; or
 - ii) in or above maritime areas beyond the territorial sea of a Contracting Party
 - 1. on board or by a ship flying the flag of a Contracting Party, or on board or by an aircraft registered in the territory of a Contracting Party, or on or by an artificial island, installation or structure under the jurisdiction of a Contracting Party, or
 - 2. by a national of a Contracting Party,excluding damage suffered in or above the territorial sea of a State not Party to this Convention; or
 - iii) in or above the exclusive economic zone of a Contracting Party or on the continental shelf of a Contracting Party in connection with the exploitation or the exploration of the natural resources of that exclusive economic zone or continental shelf,
- provided that the courts of a Contracting Party have jurisdiction pursuant to the Paris Convention.
- b) Any Signatory or acceding Government may, at the time of signature of or accession to this Convention or on the deposit of its instrument of ratification, acceptance or approval declare that, for the purposes of the application of paragraph (a)(ii) 2 of this Article, individuals or certain categories thereof, considered under its law as having their habitual residence in its territory, are assimilated to its own nationals.
- c) In this Article, the expression “a national of a Contracting Party” shall include a Contracting Party or any of its constituent sub-divisions, or a partnership, or any public or private body whether corporate or not, established in the territory of a Contracting Party.

Article 3

- a) Under the conditions established by this Convention, the Contracting Parties undertake that compensation in respect of nuclear damage referred to in Article 2 shall be provided up to the amount of 1 500 million euro per nuclear incident, subject to the application of Article 12bis.
- b) Such compensation shall be provided as follows:
- i) up to an amount of at least 700 million euro, out of funds provided by insurance or other financial security or out of public funds provided pursuant to Article 10(c) of the Paris Convention, such amount to be established under the legislation of the Contracting Party in whose territory the nuclear installation of the operator liable is situated, and to be distributed, up to 700 million euro, in accordance with the Paris Convention;

- ii) between the amount referred to in paragraph (b)(i) of this Article and 1 200 million euro out of public funds to be made available by the Contracting Party in whose territory the nuclear installation of the operator liable is situated;
 - iii) between 1 200 million euro and 1 500 million euro, out of public funds to be made available by the Contracting Parties according to the formula for contributions referred to in Article 12, subject to such amount being increased in accordance with the mechanism referred to in Article 12bis.
- c) For this purpose, each Contracting Party shall either:
- i) establish under its legislation that the liability of the operator shall not be less than the amount referred to in paragraph (a) of this Article, and provide that such liability shall be covered by all the funds referred to in paragraph (b) of this Article; or
 - ii) establish under its legislation the liability of the operator at an amount at least equal to that established pursuant to paragraph (b)(i) of this Article or Article 7(b) of the Paris Convention, and provide that, in excess of such amount and up to the amount referred to in paragraph (a) of this Article, the public funds referred to in paragraphs (b)(i), (ii) and (iii) of this Article shall be made available by some means other than as cover for the liability of the operator, provided that the rules of substance and procedure laid down in this Convention are not thereby affected.
- d) The obligation of the operator to pay compensation, interest or costs out of public funds made available pursuant to paragraphs (b)(ii) and (iii) and (g) of this Article shall only be enforceable against the operator as and when such funds are in fact made available.
- e) Where a State makes use of the option provided for under Article 21(c) of the Paris Convention, it may only become a Contracting Party to this Convention if it ensures that funds will be available to cover the difference between the amount for which the operator is liable and 700 million euro.
- f) The Contracting Parties, in carrying out this Convention, undertake not to make use of the right provided for in Article 15(b) of the Paris Convention to apply special conditions, other than those laid down in this Convention, in respect of compensation for nuclear damage provided out of the funds referred to in paragraph (a) of this Article.
- g) The interest and costs referred to in Article 7(h) of the Paris Convention are payable in addition to the amounts referred to in paragraph (b) of this Article, and shall be borne in so far as they are awarded in respect of compensation payable out of the funds referred to in:
- i) paragraph (b)(i) of this Article, by the operator liable;
 - ii) paragraph (b)(ii) of this Article, by the Contracting Party in whose territory the installation of the operator liable is situated to the extent of the funds made available by that Contracting Party;
 - iii) paragraph (b)(iii) of this Article, by the Contracting Parties together.
- h) The amounts mentioned in this Convention shall be converted into the national currency of the Contracting Party whose courts have jurisdiction in accordance with the value of that currency

at the date of the incident, unless another date is fixed for a given incident by agreement between the Contracting Parties.

*Article 4 (deleted)**

Article 5

Where the operator liable has a right of recourse pursuant to Article 6(f) of the Paris Convention, the Contracting Parties to this Convention shall have the same right of recourse, to the extent that public funds have been made available pursuant to Article 3(b) and (g).

Article 6

In calculating the public funds to be made available pursuant to this Convention, account shall be taken only of those rights to compensation exercised within thirty years from the date of the nuclear incident in the case of loss of life or personal injury, and ten years from the date of the nuclear incident in the case of all other nuclear damage. Such period is, moreover, extended in the cases and under the conditions laid down in Article 8(e) of the Paris Convention. Amendments made to claims after the expiry of this period, under the conditions laid down in Article 8(f) of the Paris Convention, shall also be taken into account.

Article 7

Where a Contracting Party makes use of the right provided for in Article 8(d) of the Paris Convention, the period which it establishes shall be a period of prescription of at least three years either from the date at which the person suffering damage has knowledge or from the date at which he ought reasonably to have known of both the damage and the operator liable.

Article 8

Any person who is entitled to benefit from the provisions of this Convention shall have the right to full compensation in accordance with national law for nuclear damage suffered, provided that where the amount of such damage exceeds or is likely to exceed 1 500 million euro, a Contracting Party may establish equitable criteria for apportioning the amount of compensation that is available under this Convention. Such criteria shall be applied whatever the origin of the funds and, subject to the provisions of Article 2, without discrimination based on the nationality, domicile or residence of the person suffering the damage.

Article 9

- a) The system of payment of public funds made available pursuant to this Convention shall be that of the Contracting Party whose courts have jurisdiction.

* Article 4 was deleted by the Protocol of 12 February 2004.

- b) Each Contracting Party shall ensure that persons suffering nuclear damage may enforce their rights to compensation without having to bring separate proceedings according to the origin of the funds provided for such compensation.
- c) A Contracting Party shall be required to make available the funds referred to in Article 3(b)(iii) once the amount of compensation under this Convention reaches the total of the amounts referred to in Article 3(b)(i) and (ii), irrespective of whether funds to be provided by the operator remain available or whether the liability of the operator is not limited in amount.

Article 10

- a) The Contracting Party whose courts have jurisdiction shall be required to inform the other Contracting Parties of a nuclear incident and its circumstances as soon as it appears that the nuclear damage caused by such incident exceeds, or is likely to exceed the sum of the amounts provided for under Article 3(b)(i) and (ii). The Contracting Parties shall, without delay, make all the necessary arrangements to settle the procedure for their relations in this connection.
- b) Only the Contracting Party whose courts have jurisdiction shall be entitled to request the other Contracting Parties to make available the public funds required under Article 3(b)(iii) and (g) and shall have competence to disburse such funds.
- c) Such Contracting Party shall, when the occasion arises, exercise the right of recourse provided for in Article 5 on behalf of the other Contracting Parties who have made available public funds pursuant to Article 3(b)(iii) and (g).
- d) Settlements effected in respect of the payment of compensation for nuclear damage out of the public funds referred to in Article 3(b)(ii) and (iii) in accordance with the conditions established by national legislation shall be recognised by the other Contracting Parties, and judgements entered by the competent courts in respect of such compensation shall become enforceable in the territory of the other Contracting Parties in accordance with the provisions of Article 13(i) of the Paris Convention.

Article 11

- a) If the courts having jurisdiction are those of a Contracting Party other than the Contracting Party in whose territory the nuclear installation of the operator liable is situated, the public funds required under Article 3(b)(ii) and (g) shall be made available by the first-named Contracting Party. The Contracting Party in whose territory the nuclear installation of the operator liable is situated shall reimburse to the other Contracting Party the sums paid. These two Contracting Parties shall agree on the procedure for reimbursement.
- b) If more than one Contracting Party is required to make available public funds pursuant to Article 3(b)(ii) and (g), the provisions of paragraph (a) of this Article shall apply mutatis mutandis. Reimbursement shall be based on the extent to which each operator has contributed to the nuclear incident.
- c) In adopting all legislative, regulatory or administrative provisions, after the nuclear incident has occurred, concerning the nature, form and extent of the compensation, the procedure for making available the public funds required under Article 3(b)(ii) and (g) and, if necessary, the criteria

for the apportionment of such funds, the Contracting Party whose courts have jurisdiction shall consult the Contracting Party in whose territory the nuclear installation of the operator liable is situated. It shall further take all measures necessary to enable the latter to intervene in proceedings and to participate in any settlement concerning compensation.

Article 12

- a) The formula for contributions according to which the Contracting Parties shall make available the public funds referred to in Article 3(b)(iii) shall be determined as follows:
 - i) as to 35%, on the basis of the ratio between the gross domestic product at current prices of each Contracting Party and the total of the gross domestic products at current prices of all Contracting Parties as shown by the official statistics published by the Organisation for Economic Co-operation and Development for the year preceding the year in which the nuclear incident occurs;
 - ii) as to 65%, on the basis of the ratio between the thermal power of the reactors situated in the territory of each Contracting Party and the total thermal power of the reactors situated in the territories of all the Contracting Parties. This calculation shall be made on the basis of the thermal power of the reactors shown at the date of the nuclear incident in the lists referred to in Article 13, provided that for the purposes of this calculation, a reactor shall only be taken into consideration as from the date when it first reaches criticality and a reactor shall be excluded from the calculation when all nuclear fuel has been removed permanently from the reactor core and has been stored safely in accordance with approved procedures.
- b) For the purposes of this Convention, “thermal power” means:
 - i) before the issue of a final operating licence, the planned thermal power;
 - ii) after the issue of such licence, the thermal power authorised by the competent national authorities.

Article 12bis

- a) In case of accession to this Convention, the public funds mentioned in Article 3(b)(iii) are increased by:
 - i) 35% of an amount determined by applying to the above-mentioned sum the ratio between the gross domestic product at current prices of the acceding Party and the total of the gross domestic products at current prices of all the Contracting Parties, excluding that of the acceding Party, and
 - ii) 65% of an amount determined by applying to the above-mentioned sum the ratio between the thermal power of the reactors situated in the territory of the acceding Party and the total thermal power of the reactors situated in the territories of all the Contracting Parties, excluding that of the acceding Party.

- b) The increased amount referred to in paragraph (a) shall be rounded up to the nearest amount expressed in thousands of euro.
- c) The gross domestic product of the acceding Party shall be determined in accordance with the official statistics published by the Organisation for Economic Co-operation and Development for the year preceding the year in which the accession comes into force.
- d) The thermal power of the acceding Party shall be determined in accordance with the list of nuclear installations communicated by that Government to the Belgian Government pursuant to Article 13(b), provided that for the purpose of calculating the contributions under paragraph (a)(ii) of this Article, a reactor shall only be taken into consideration as from the date when it first reaches criticality and a reactor shall be excluded from the calculation when all nuclear fuel has been removed permanently from the reactor core and has been stored safely in accordance with approved procedures.

Article 13

- a) Each Contracting Party shall ensure that all nuclear installations used for peaceful purposes situated in its territory, and falling within the definition in Article 1 of the Paris Convention, appear on a list.
- b) For this purpose, each Signatory or acceding Government shall, on the deposit of its instrument of ratification, acceptance, approval or accession, communicate to the Belgian Government full particulars of such installations.
- c) Such particulars shall indicate:
 - i) in the case of all installations not yet completed, the expected date on which the risk of a nuclear incident will exist;
 - ii) and further, in the case of reactors, the expected date on which they will first reach criticality, and also their thermal power.
- d) Each Contracting Party shall also communicate to the Belgian Government the exact date of the existence of the risk of a nuclear incident and, in the case of reactors, the date on which they first reached criticality.
- e) Each Contracting Party shall also communicate to the Belgian Government all modifications to be made to the list. Where such modifications include the addition of a nuclear installation, the communication must be made at least three months before the expected date on which the risk of a nuclear incident will exist.
- f) If a Contracting Party is of the opinion that the particulars, or any modification to be made to the list, communicated by another Contracting Party do not comply with the provisions of this Article, it may raise objections thereto only by addressing them to the Belgian Government within three months from the date on which it has received notice pursuant to paragraph (h) of this Article.
- g) If a Contracting Party is of the opinion that a communication required in accordance with this Article has not been made within the time prescribed in this Article, it may raise objections only

by addressing them to the Belgian Government within three months from the date on which it knew of the facts which, in its opinion, ought to have been communicated.

- h) The Belgian Government shall give notice as soon as possible to each Contracting Party of the communications and objections which it has received pursuant to this Article.
- i) The list referred to in this Article shall consist of all the particulars and modifications referred to in paragraphs (b), (c), (d) and (e) of this Article, it being understood that objections submitted pursuant to paragraphs (f) and (g) of this Article shall have effect retrospective to the date on which they were raised, if they are sustained.
- j) The Belgian Government shall supply any Contracting Party on demand with an up-to-date statement of the nuclear installations covered by this Convention and the details supplied in respect of them pursuant to this Article.

Article 14

- a) Except in so far as this Convention otherwise provides, each Contracting Party may exercise the powers vested in it by virtue of the Paris Convention, and any provisions made thereunder may be invoked against the other Contracting Parties in order that the public funds referred to in Article 3(b)(ii) and (iii) be made available.
- b) Any such provisions made by a Contracting Party pursuant to Article 2(b) of the Paris Convention as a result of which the public funds referred to in Article 3(b)(ii) and (iii) are required to be made available may not be invoked against any other Contracting Party unless it has consented thereto.
- c) Nothing in this Convention shall prevent a Contracting Party from making provisions outside the scope of the Paris Convention and of this Convention, provided that such provisions shall not involve any further obligation on the part of the Contracting Parties in so far as their public funds are concerned.
- d) Where all of the Contracting Parties to this Convention ratify, accept, approve or accede to any other international agreement in the field of supplementary compensation for nuclear damage, a Contracting Party to this Convention may use the funds to be provided pursuant to Article 3(b)(iii) of this Convention to satisfy any obligation it may have under such other international agreement to provide supplementary compensation for nuclear damage out of public funds.

Article 15

- a) Any Contracting Party may conclude an agreement with a State which is not a Party to this Convention concerning compensation out of public funds for damage caused by a nuclear incident. Any Contracting Party intending to conclude such an agreement shall notify the other Contracting Parties of its intention. Agreements concluded shall be notified to the Belgian Government.
- b) To the extent that the conditions for payment of compensation under any such agreement are not more favourable than those which result from the measures adopted by the Contracting Party concerned for the application of the Paris Convention and of this Convention, the amount of

damage caused by a nuclear incident covered by this Convention and for which compensation is payable by virtue of such an agreement may be taken into consideration, where the proviso to Article 8 applies, in calculating the total amount of damage caused by that incident.

- c) The provisions of paragraphs (a) and (b) of this Article shall in no case affect the obligations under Article 3(b)(ii) and (iii) of those Contracting Parties which have not given their consent to such agreement.

Article 16

- a) The Contracting Parties shall consult each other upon all problems of common interest raised by the application of this Convention and of the Paris Convention, especially Articles 20 and 22(c) of the latter Convention.
- b) They shall consult each other on the desirability of revising this Convention after a period of five years from the date of its coming into force, and at any other time upon the request of a Contracting Party.

Article 17

- a) In the event of a dispute arising between two or more Contracting Parties concerning the interpretation or application of this Convention, the parties to the dispute shall consult with a view to settling the dispute by negotiation or other amicable means.
- b) Where a dispute referred to in paragraph (a) is not settled within six months from the date upon which such dispute is acknowledged to exist by any party thereto, the Contracting Parties shall meet in order to assist the parties to the dispute to reach a friendly settlement.
- c) Where no resolution to the dispute has been reached within three months of the meeting referred to in paragraph (b), the dispute shall, upon the request of any party thereto, be submitted to the European Nuclear Energy Tribunal established by the Convention of 20 December 1957 on the Establishment of a Security Control in the Field of Nuclear Energy.
- d) Where a nuclear incident gives rise to a dispute between two or more Contracting Parties concerning the interpretation or application of the Paris Convention and of this Convention, the procedure for resolving such dispute shall be the procedure provided for under Article 17 of the Paris Convention.

Article 18

- a) Reservations to one or more of the provisions of this Convention may be made at any time prior to ratification, acceptance or approval of this Convention if the terms of these reservations have been expressly accepted by all Signatories or, at the time of accession or of the application of the provisions of Articles 21 and 24, if the terms of these reservations have been expressly accepted by all Signatories and acceding Governments.

- b) Such acceptance shall not be required from a Signatory which has not itself ratified, accepted or approved this Convention within a period of twelve months after the date of notification to it of such reservation by the Belgian Government in accordance with Article 25.
- c) Any reservation accepted in accordance with the provisions of paragraph (a) of this Article may be withdrawn at any time by notification addressed to the Belgian Government.

Article 19

No State may become or continue to be a Contracting Party to this Convention unless it is a Contracting Party to the Paris Convention.

Article 20

- a) The Annex to this Convention shall form an integral part thereof.
- b) This Convention shall be subject to ratification, acceptance or approval. Instruments of ratification, acceptance or approval shall be deposited with the Belgian Government.
- c) This Convention shall come into force three months after the deposit of the sixth instrument of ratification, acceptance or approval.
- d) For each Signatory ratifying, accepting or approving this Convention after the deposit of the sixth instrument of ratification, acceptance or approval, it shall come into force three months after the date of the deposit of its instrument of ratification, acceptance or approval.

Article 21

Amendments to this Convention shall be adopted by agreement among all the Contracting Parties. They shall come into force on the date when all Contracting Parties have ratified, accepted or approved them.

Article 22

- a) After the coming into force of this Convention, any Contracting Party to the Paris Convention which has not signed this Convention may request accession to this Convention by notification addressed to the Belgian Government.
- b) Such accession shall require the unanimous assent of the Contracting Parties.
- c) Once such assent has been given, the Contracting Party to the Paris Convention requesting accession shall deposit its instrument of accession with the Belgian Government.
- d) The accession shall take effect three months from the date of deposit of the instrument of accession.

Article 23

- a) This Convention shall remain in force until the expiry of the Paris Convention.
- b) Any Contracting Party may, by giving twelve months' notice to the Belgian Government, terminate the application of this Convention to itself after the end of the period of ten years specified in Article 22(a) of the Paris Convention. Within six months after receipt of such notice, any other Contracting Party may, by notice to the Belgian Government, terminate the application of this Convention to itself as from the date when it ceases to have effect in respect of the Contracting Party which first gave notice.
- c) The expiry of this Convention or the withdrawal of a Contracting Party shall not terminate the obligations assumed by each Contracting Party under this Convention to pay compensation for damage caused by nuclear incidents occurring before the date of such expiry or withdrawal.
- d) The Contracting Parties shall, in good time, consult each other on what measures should be taken after the expiry of this Convention or the withdrawal of one or more of the Contracting Parties, to provide compensation comparable to that accorded by this Convention for damage caused by nuclear incidents occurring after the date of such expiry or withdrawal and for which the operator of a nuclear installation in operation before such date within the territories of the Contracting Parties is liable.

Article 24

- a) This Convention shall apply to the metropolitan territories of the Contracting Parties.
- b) Any Contracting Party desiring the application of this Convention to one or more of the territories in respect of which, pursuant to Article 23 of the Paris Convention, it has given notification of application of that Convention, shall address a request to the Belgian Government.
- c) The application of this Convention to any such territory shall require the unanimous assent of the Contracting Parties.
- d) Once such assent has been given, the Contracting Party concerned shall address to the Belgian Government a notification which shall take effect as from the date of its receipt.
- e) Such notification may, as regards any territory mentioned therein, be withdrawn by the Contracting Party which has made it by giving twelve months' notice to that effect to the Belgian Government.
- f) If the Paris Convention ceases to apply to any such territory, this Convention shall also cease to apply thereto.

Article 25

The Belgian Government shall notify all Signatories and acceding Governments of the receipt of any instrument of ratification, acceptance, approval, accession or withdrawal, and shall also notify them of the date on which this Convention comes into force, the text of any amendment thereto and the date on

which such amendment comes into force, any reservations made in accordance with Article 18, any increase in the compensation to be provided under Article 3(a) as a result of the application of Article 12bis, and all notifications which it has received.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, duly empowered, have signed this Convention.

DONE at Brussels, this 31 day of January 1963, in the English, Dutch, French, German, Italian and Spanish languages, the six texts being equally authoritative, in a single copy which shall be deposited with the Belgian Government by whom certified copies shall be communicated to all the other Signatories and acceding Governments.

Annex

**TO THE CONVENTION OF 31 JANUARY 1963 SUPPLEMENTARY TO THE PARIS
CONVENTION OF 29 JULY 1960 ON THIRD PARTY LIABILITY IN THE FIELD OF
NUCLEAR ENERGY, AS AMENDED BY THE ADDITIONAL PROTOCOL
OF 28 JANUARY 1964, BY THE PROTOCOL OF 16 NOVEMBER 1982
AND BY THE PROTOCOL OF 12 FEBRUARY 2004**

THE GOVERNMENTS OF THE CONTRACTING PARTIES declare that compensation for nuclear damage caused by a nuclear incident not covered by the Supplementary Convention solely by reason of the fact that the relevant nuclear installation, on account of its utilisation, is not on the list referred to in Article 13 of the Supplementary Convention (including the case where such installation which is not on the list is considered by one or more but not all of the Governments to be outside the Paris Convention):

- shall be provided without discrimination among the nationals of the Contracting Parties to the Supplementary Convention; and
- shall not be limited to less than 1 500 million euro.

In addition, if they have not already done so, they shall endeavour to make the rules for compensation of persons suffering damage caused by such incidents as similar as possible to those established in respect of nuclear incidents occurring in connection with nuclear installations covered by the Supplementary Convention.

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