

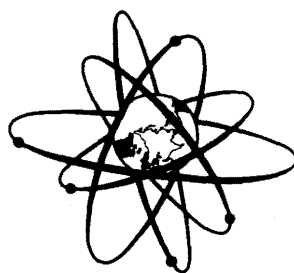
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ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT

**NUCLEAR ENERGY AGENCY**

# **PARIS CONVENTION**

## **DECISIONS, RECOMMENDATIONS, INTERPRETATIONS**



**PARIS 1990**

Pursuant to article 1 of the Convention signed in Paris on 14th December 1960, and which came into force on 30th September 1961, the Organisation for Economic Co-operation and Development (OECD) shall promote policies designed:

- to achieve the highest sustainable economic growth and employment and a rising standard of living in Member countries, while maintaining financial stability, and thus to contribute to the development of the world economy;
- to contribute to sound economic expansion in Member as well as non-member countries in the process of economic development; and
- to contribute to the expansion of world trade on a multilateral, non-discriminatory basis in accordance with international obligations.

The original Member countries of the OECD are Austria, Belgium, Canada, Denmark, France, the Federal Republic of Germany, Greece, Iceland, Ireland, Italy, Luxembourg, the Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, Turkey, the United Kingdom and the United States. The following countries became Members subsequently through accession at the dates indicated hereafter: Japan (28th April 1964), Finland (28th January 1969), Australia (7th June 1971) and New Zealand (29th May 1973).

The Socialist Federal Republic of Yugoslavia takes part in some of the work of the OECD (agreement of 28th October 1961).

*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 all European Member countries of OECD as well as Australia, Canada, Japan and the United States. The Commission of the European Communities takes part in the work of the Agency.*

*The primary objective of NEA is to promote co-operation among the governments of its participating countries in furthering the development of nuclear power as a safe, environmentally acceptable and economic energy source.*

*This is achieved by:*

- *encouraging harmonisation of national regulatory policies and practices, with particular reference to the safety of nuclear installations, protection of man against ionising radiation and preservation of the environment, radioactive waste management, and nuclear third party liability and insurance;*
- *assessing the contribution of nuclear power to the overall energy supply by keeping under review the technical and economic aspects of nuclear power growth and forecasting demand and supply for the different phases of the nuclear fuel cycle;*
- *developing exchanges of scientific and technical information particularly through participation in common services;*
- *setting up international research and development programmes and joint undertakings.*

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

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## INTRODUCTION

The Paris Convention on Third Party Liability in the Field of Nuclear Energy (Paris Convention) of 29th July 1960, as amended by an Additional Protocol of 28th January 1964, came into force on 1st April 1968. The Brussels Convention Supplementary to the Paris Convention (Brussels Supplementary Convention) of 31st January 1963, as amended by an Additional Protocol of 28th January 1964, came into force on 4th December 1974. Each of these Conventions has been amended by a Protocol of 16th November 1982.

Since the adoption of the Paris Convention, various decisions, recommendations and interpretations in its respect have been adopted by the OECD Council and the OECD Steering Committee for Nuclear Energy. Article 1(a)(ii) and (iii) and (b) of the Paris Convention empowers the Steering Committee to make decisions which are binding on Contracting Parties to that Convention. In addition, pursuant to its general powers under the NEA Statute, the Steering Committee may adopt recommendations or interpretations concerning the Paris Convention; such recommendations and interpretations are not legally binding. Likewise, the OECD Council, pursuant to its general powers under the OECD Convention, may adopt non-binding recommendations concerning the Paris Convention.

To promote a better understanding of that Convention and facilitate the task of those responsible for implementing it, the NEA Group of Governmental Experts on Nuclear Third Party Liability suggested that a booklet be published grouping together such instruments. This booklet was first published in 1984. This revised edition includes all the instruments applicable as at 1st November 1990. It should be noted that the entry into force of the 1982 Protocol to amend the Paris Convention rendered some earlier instruments obsolete.

This booklet organises all instruments according to the Article to which they relate. Explanatory notes are added where this is felt to be useful. A chronological list of the instruments appears at Annex I.

## PARIS CONVENTION

Article	Decisions, Recommendations and Interpretations
General	<p><b>1. CHANGE OF UNIT OF ACCOUNT</b></p> <p style="text-align: center;"><i>Recommendation of the OECD Council of 16.11.1982 [C(82)182]</i></p> <p>“The Contracting Parties to the Paris Convention and to the Brussels Supplementary Convention, pending the entry into force of the Protocols of 16th November 1982 amending these Conventions and in order to eliminate problems caused by the application of the European Monetary Agreement unit of account as the monetary unit of these Conventions, should interpret the provisions referring to the unit of account as follows:</p> <ul style="list-style-type: none"> <li>i) the amounts expressed in units of account in the Paris Convention and the Brussels Supplementary Convention shall be converted into Special Drawing Rights as defined by the International Monetary Fund, one unit of account being equal to one Special Drawing Right;</li> <li>ii) the amounts expressed in Special Drawing Rights pursuant to sub-paragraph (i) above, shall be converted into national currency in accordance with the method of valuation applied by the International Monetary Fund for its own operations and transactions.”</li> </ul> <p><i>Note by the Secretariat</i></p> <p><i>One of the main amendments effected by the 1982 Protocols was the replacement of the European Monetary Agreement unit of account (EMA u/a), which was based on the official price of gold, by the Special Drawing Right of the International Monetary Fund. This had become necessary because of the abolition of the official price of gold and the resulting uncertainty as to the value of the EMA u/a.</i></p> <p><i>While the 1982 Protocol to the Paris Convention came into force, this Recommendation continues to be applicable in relation to those Contracting Parties which have not yet ratified this Protocol. It also continues to be applicable in relation to the Brussels Supplementary Convention as the 1982 Protocol to that Convention has not yet entered into force.</i></p>

Article	Decisions, Recommendations and Interpretations
<p><b>Article 1(a)(ii)</b></p> <p>“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; 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 radioactive material is held, be treated as a single nuclear installation.</p>	<p><b>2. DEFINITION OF “REACTOR”</b></p> <p><i>Interpretation of the Steering Committee of 8.6.1967 [NE/M(67)1]</i></p> <p>“... sub-critical assemblies should not be included in the term ‘reactor’ within the meaning of Article 1(a)(ii) of the Paris Convention.”</p> <p><i>Note by the Secretariat</i></p> <p><i>This interpretation is consistent with the definition of “nuclear reactor” in the Vienna Convention.</i></p> <p><b>3. DEFINITION OF “NUCLEAR INSTALLATION”</b></p> <p><i>Decision of the Steering Committee of 11.4.1984 [NE/M(84)1]</i></p> <p>“Installations for the disposal of nuclear substances shall, for the pre-closure phase, be considered as “nuclear installations” within the meaning of Article 1(a)(ii) of the Paris Convention.”</p> <p><i>Note by the Secretariat</i></p> <p><i>Factories for the processing of nuclear substances (this includes radioactive waste conditioning) and facilities for their storage (except in the course of carriage) are covered by the definition of “nuclear installation” [Article 1(a)(ii) of the Paris Convention]. The Convention does not expressly state, however, whether installations to be used for the disposal of nuclear substances (in particular, radioactive waste) are included in the definition.</i></p> <p><i>The Steering Committee, in deciding to include in the definition of “nuclear installation” installations for the disposal of nuclear substances, meant to remedy this situation without however prejudging the question of the application of the Paris Convention to the post-closure phase of the repository when operations are completed, the repository closed and the waste no longer the subject of active surveillance.</i></p> <p><b>4. DEFINITION OF “NUCLEAR INSTALLATION”</b></p> <p><i>Interpretation of the Steering Committee of 28.4.1987 [NE/M(87)1]</i></p> <p>“... the provisions of the Paris Convention should be interpreted as covering [nuclear installations in the process of decommissioning].”</p> <p><i>Note by the Secretariat</i></p> <p><i>The Paris Convention does not expressly state whether nuclear installations otherwise covered by its provisions continue to be covered when, after having permanently ceased operations, they are in the course of being decommissioned. See also the Decision of the Steering Committee of 20th April 1990 (Item 9 below).</i></p>

Article	Decisions, Recommendations and Interpretations
<p>Article 1(b)</p> <p>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.</p>	<p><b>5. EXCLUSION OF SMALL QUANTITIES OF NUCLEAR SUBSTANCES OUTSIDE A NUCLEAR INSTALLATION</b></p> <p><i>Decision of the Steering Committee of 27.10.1977 [NE/M(77)2] replacing a Decision of 26.11.1964</i></p> <p>“The Steering Committee ..... CONSIDERING that nuclear substances in transport or use outside a nuclear installation, within defined limits and under specifically prescribed conditions during transport, should, in view of the small extent of the risks involved, be excluded from the application of the Paris Convention; DECIDES: Nuclear substances which are consigned by an operator to a recipient for use shall be excluded from the application of the Paris Convention for the period during which they are outside a nuclear installation provided that the consignment, when leaving a nuclear installation, complies with the provisions set forth in the Annex* to this Decision and with other relevant requirements of the applicable international regulations and recommendations for the safe transport of radioactive materials.”</p> <p><i>Note by the Secretariat</i></p> <p><i>The applicable international regulations and recommendations are the Regulations for the Safe Transport of Radioactive Materials of the International Atomic Energy Agency.</i></p> <p>* Reprinted at the end of this text [Annex II]</p> <p><b>6. EXCLUSION OF CERTAIN KINDS OF NUCLEAR SUBSTANCES</b></p> <p><i>Decision of the Steering Committee of 27.10.1977 [NE/M(77)2]</i></p> <p>“The Steering Committee ..... CONSIDERING that, certain nuclear substances, and in particular reprocessed uranium, should, within defined limits, be excluded from the application of the Paris Convention, in view of the small extent of the risks involved; DECIDES: Any substance consisting substantially of uranium in which a) the total activity content per gramme of that substance of all radioactive isotopes, other than any uranium isotopes which are normally present in natural uranium or any daughter products of such uranium isotopes i) does not exceed 200 000 alpha disintegrations per minute from all alpha emitting isotopes and</p>

Article	Decisions, Recommendations and Interpretations
<p><b>Article 1(b) cont'd</b></p>	<p><i>ii)</i> does not exceed 20 microcuries (0.74 megabecquerels) from all beta or gamma emitting isotopes; and</p> <p><i>b)</i> the mass of the isotope uranium 235 does not exceed 1 per cent of the total mass of all the uranium isotopes present</p> <p>shall not be considered to be a nuclear substance for the purposes of the Paris Convention.</p> <p><b>NOTES:</b></p> <p>As a consequence of this Decision</p> <p><i>a)</i> there will be excluded from the application of the Paris Convention the following installations otherwise falling within the definition of "nuclear installation" in Article 1(a)(ii) of the Convention:</p> <p><i>i)</i> factories in which the only nuclear substances manufactured or processed are substances excluded hereby from the application of the Convention; and</p> <p><i>ii)</i> storage facilities in which the only nuclear substances stored are substances excluded hereby from the application of the Convention;</p> <p><i>b)</i> the operator of a nuclear installation will not be liable, under the terms of the Paris Convention, for damage caused by an incident involving only nuclear substances excluded hereby in the course of carriage to or from that installation."</p> <p><b>7. POSSIBILITY OF EXCLUDING INSTALLATIONS BEING DECOMMISSIONED</b></p> <p><i>Decision of the Steering Committee of 20.4.1990 [NE/M(90)1]</i></p> <p>"The Steering Committee ..... DECIDES that any Contracting Party may cease to apply the Paris Convention to a nuclear installation in the process of decommissioning, provided that the provisions set out in the Annex* to this Decision and Recommendation and any additional conditions which the Contracting Party may judge appropriate to establish are complied with; and</p> <p>RECOMMENDS that the Contracting Parties which use this option notify the other Contracting Parties, as well as the Secretariat of the OECD Nuclear Energy Agency."</p> <p><i>Note by the Secretariat</i></p> <p><i>This Recommendation is consistent with the spirit of Article 24 of the Paris Convention which requires notification to be given of any decision of the Steering Committee to exclude any nuclear installation from the application of the Convention.</i></p> <p>* Reprinted at the end of this text [Annex III]</p>

Article	Decisions, Recommendations and Interpretations
<p><b>Article 2</b></p> <p>This Convention does not apply to nuclear incidents occurring in the territory of non-Contracting States or to damage suffered in such territory, unless otherwise provided by the legislation of the Contracting Party in whose territory the nuclear installation of the operator liable is situated, and except in regard to rights referred to in Article 6(e).</p>	<p><b>8. TERRITORIAL SCOPE</b></p> <p><i>Recommendation of the Steering Committee of 25.4.1968 [NE/M(68)1]</i></p> <p>“Signatory countries, in adopting measures to apply the Convention, should take [into account that] the Paris Convention is applicable to nuclear incidents occurring on the high seas or to damage suffered on the high seas.”</p> <p><i>Note by the Secretariat</i></p> <p><i>The exclusion provided for under Article 2 is limited specifically to the territory of non-Contracting States and, therefore, does not otherwise limit the territorial scope of the Convention.</i></p> <p><b>9. EXTENSION OF THE TERRITORIAL SCOPE</b></p> <p><i>Recommendation of the Steering Committee of 22.4.1971 [NE/M(71)1]</i></p> <p>“The scope of application of the Paris Convention should be extended by national legislation, to damage suffered in a Contracting State, or on the high seas on board a ship registered in the territory of a Contracting State, even if the nuclear incident causing the damage has occurred in a non-Contracting State.”</p> <p><i>Note by the Secretariat</i></p> <p><i>While providing that the Paris Convention does not apply to nuclear incidents occurring in the territory of non-Contracting States or to damage suffered in such territory, Article 2 of the Convention stipulates that provision may be made to the contrary in the legislation of the Contracting Party in whose territory the installation of the operator liable is sited. Consequently, it is possible for a Signatory country to extend the operation of the Paris Convention:</i></p> <ul style="list-style-type: none"> <li><i>i) either to incidents occurring in the territory of a Contracting State, even if the damage resulting therefrom were suffered on the territory of a non-Contracting State;</i></li> <li><i>ii) or to damage suffered in the territory of a Contracting State, even if the incident giving rise to such damage has occurred in the territory of a non-Contracting State;</i></li> <li><i>iii) or to incidents occurring and damage suffered in the territory of a non-Contracting State.</i></li> </ul> <p><i>This option has been exercised by Signatory countries in various ways, the result being that the territorial scope of application of the Paris Convention varies according to the Court which has jurisdiction and the law which is applicable. The Group of Experts examined both the possibility and the advisability of harmonizing national laws with respect to the measures relating to the scope of application of the Paris Convention. Due to the differences in the geographic situations of the</i></p>



Article	Decisions, Recommendations and Interpretations
<p>Article 2 <i>cont'd</i></p>	<p><i>interested countries, it appeared that it would be difficult to achieve total harmonization. However, the Group of Experts felt that the Paris Convention should be applied to all damage suffered in the territory of Contracting States, irrespective of where the incident occurred [hypothesis (ii)]. This solution has the merit of submitting to the same regime and of granting the same rights to all victims of nuclear incidents in Contracting States, without regard to the place of the incident so long as the installation responsible for the damage is in a Contracting State. In addition, it provides some measure of harmonization with the Vienna Convention, as the IAEA Standing Committee on Civil Liability for Nuclear Damage has given an interpretation of that Convention which achieves the same result. The limited extension which is thus proposed would only apply in practice to damage occurring in the course of carriage as it is only in this case that the operator of a Contracting State could be held liable under the Paris Convention for an incident occurring in a non-Contracting State. The Recommendation of the Steering Committee does not concern damage suffered in a non-Contracting State, for which no recommendation, positive or negative, has been adopted.</i></p>
<p>Article 3(a)</p> <p>The operator of a nuclear installation shall be liable, in accordance with this Convention, for:</p> <ul style="list-style-type: none"> <li>i) damage to or loss of life of any person; and</li> <li>ii) damage to or loss of any property other than <ul style="list-style-type: none"> <li>1. the nuclear installation itself and any other nuclear installation, including a nuclear installation under construction, on the site where that installation is located; and</li> <li>2. any property on that same site which is used or to be used in connection with any such installation,</li> </ul> </li> </ul> <p>upon proof that such damage or loss (hereinafter referred to as "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.</p>	<p><b>10. DAMAGE TO NUCLEAR SUBSTANCES IN THE COURSE OF CARRIAGE</b></p> <p><i>Recommendation of the Steering Committee of 8.4.1981 [NE/M(81)1] replacing the Recommendation of 19.10.1967</i></p> <p>"The Steering Committee</p> <p>.....</p> <p>NOTES that the Paris Convention makes no special provision with regard to third party liability for damage caused to nuclear substances in the course of carriage. However, it would appear to be within the spirit of the Convention that the liability of a nuclear operator should not extend to damage caused to nuclear substances belonging to other nuclear operators but for which the operator in question has assumed third party liability pursuant to a contract in writing or of which he has taken charge in accordance with Article 4 of the Convention;</p> <p>RECOMMENDS, therefore, to the Signatories, that a nuclear operator should not be held liable, within the meaning of the Paris Convention, for damage caused by a nuclear incident to nuclear substances in course of carriage belonging to other operators but for which he has assumed third party liability pursuant to a contract in writing or of which he has taken charge in accordance with Article 4 of the Convention;</p> <p>AGREES that adoption of this Recommendation has the effect of <i>annulling</i> the previous Recommendation on this point adopted by the Steering Committee for Nuclear Energy on 19th October 1967."</p>

Article	Decisions, Recommendations and Interpretations
<p>Article 4(c)</p> <p>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.</p>	<p><b>11. OPERATOR'S CERTIFICATE OF FINANCIAL SECURITY</b></p> <p><i>Recommendation of the Steering Committee of 8.6.1967 [NE/M(67)1]</i></p> <p>“The Steering Committee recommends ... that Signatory countries to the Paris Convention establish the certificates of financial security provided for in Article 4(c) of the Convention according to the model attached to document NE(67)9*.”</p> <p><i>Note by the Secretariat</i></p> <p><i>This model certificate, which is in strict conformity with the provisions of the Convention, was proposed to simplify matters for national authorities and operators, in particular in relation to international transport.</i></p> <p>* Reprinted at the end of this text [Annex IV]</p>
<p>Article 4(d)</p> <p>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.</p>	<p><b>12. SUBSTITUTION OF A CARRIER FOR THE OPERATOR</b></p> <p><i>Interpretation approved by the Steering Committee on 22.4.1971 [NE/M(71)1]</i></p> <p>“Whether or not any Contracting Party itself makes use of the provisions of Article 4(d) of the Paris Convention or Article II(2) of the Vienna Convention, all Contracting Parties must legally recognise a carrier, who is properly substituted for the operator of a nuclear installation situated in one of the Contracting Parties' countries, as an operator for all the purposes of the Conventions, even if they do not themselves provide for such substitution for their own operators.”</p> <p><i>Note by the Secretariat</i></p> <p><i>A similar Recommendation was adopted on 28th October 1965 by Euratom – see OJ of the EC No. 196 of 18th November 1965.</i></p>

Article	Decisions, Recommendations and Interpretations
<p>Article 6(d)</p> <p>Any person who has paid compensation in respect of 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 damage whom he has so compensated.</p>	<p><b>13. RIGHTS OF SUBROGATION OF A CARRIER</b></p> <p><i>Interpretation approved by the Steering Committee on 22.4.1971 [NE/M(71)1]</i></p> <p>“When a carrier accepts the obligations of an operator by being substituted for him in accordance with Article 4(d) of the Convention, he thereby renounces the taking of advantage of the right of subrogation given to a carrier against the operator by Article 6(d).”</p>
<p>Article 7(b)</p> <p>The maximum liability of the operator in respect of damage caused by a nuclear incident shall be 15 000 000 Special Drawing Rights as defined by the International Monetary Fund and used by it for its own operations and transactions (hereinafter referred to as “Special Drawing Rights”). However,</p> <ul style="list-style-type: none"> <li>i) any Contracting Party, taking into account the possibilities for the operator of obtaining the insurance or other financial security required pursuant to Article 10, may establish by legislation a greater or lesser amount;</li> <li>ii) any Contracting Party, having regard to the nature of the nuclear installation or the nuclear substances involved and to the likely consequences of an incident originating therefrom, may establish a lower amount,</li> </ul> <p>provided that in no event shall any amounts so established be less than 5 000 000 Special Drawing Rights. The sums mentioned above may be converted into national currency in round figures.</p>	<p><b>14. FIXING OF A LOWER LIABILITY AMOUNT</b></p> <p><i>Recommendation of the OECD Council of 16.11.1982 [C(82)181]</i></p> <p>The OECD Council recommends “that any Contracting Party to the Paris Convention which, having had regard to the nature of the nuclear installation or nuclear substances in question and to the likely consequences of a nuclear incident involving them, establishes, by virtue of Article 7(b)(ii) of the said Convention, the liability of certain nuclear operators at an amount lower than that established for nuclear operators generally, should take steps to make available public funds to satisfy any claim for compensation in excess of the lower amount so established, up to a total of the amount established for nuclear operators generally.”</p> <p><i>Note by the Secretariat</i></p> <p><i>Article 7(b)(ii) enables a liability amount lower than the reference limit provided by the Convention to be established in relation to certain installations or transport which are considered not to be capable of causing great damage. The purpose of this provision is to avoid burdening the operators concerned with unjustified insurance or financial security costs.</i></p>

Article	Decisions, Recommendations and Interpretations
<p>Article 7(b) <i>cont'd</i></p>	<p><b>15. RAISING AND HARMONIZING OF LIABILITY AMOUNTS</b></p> <p><i>Recommendation of the Steering Committee of 20.4.90 [NE/M(90)1]</i></p> <p>“The Steering Committee ..... RECOMMENDS that:</p> <ul style="list-style-type: none"> <li>- The Contracting Parties to the Paris Convention adopt as an objective the setting, to the extent possible, of the maximum liability of the nuclear operator at not less than 150 million Special Drawing Rights;</li> <li>- The Contracting Parties to the Paris Convention examine the possibility of providing simplified methods for adjusting the liability of the nuclear operator under their national legislation, so as to take into account the evolution in the capacity available on the insurance market.”</li> </ul> <p><i>Note by the Secretariat</i></p> <p><i>Article 7(b)(ii) enables a liability amount higher than the reference limit provided by the Convention to be established, subject to the availability of insurance cover. This Recommendation aims to harmonize the levels of liability under national legislation at a level corresponding to the evolution of the capacity of the insurance market to provide coverage.</i></p>
<p>Article 7(e)</p> <p><b>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.</b></p>	<p><b>16. NUCLEAR SUBSTANCES IN TRANSIT</b></p> <p><i>Recommendation of the Steering Committee of 25.4.1968 [NE/M(68)1]</i></p> <p>“Where a Contracting Party to the Paris Convention makes use of Article 7(e) thereof to 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, the maximum total liability for a nuclear incident occurring in the territory of that country will be the higher amount thus required pursuant to Article 7(e) or, if the incident occurred elsewhere, the amount originally established by the installation State as the maximum liability of that operator.”</p> <p><i>Note by the Secretariat</i></p> <p><i>This Recommendation was adopted to clarify the effect of exercising the option in Article 7(e) and thus simplify the issue of insurance policies for the transport of nuclear substances. This Article had caused certain problems for insurers since, depending on the interpretation given, uncertainty could have resulted as to the total amount of the operator's liability.</i></p>

Article	Decisions, Recommendations and Interpretations
<p><b>Article 7(e) <i>cont'd</i></b></p>	<p><b>17. NUCLEAR SUBSTANCES IN TRANSIT</b></p> <p><i>Recommendation of the Steering Committee of 22.4.1971 [NE/M(71)1]</i></p> <p>“The Contracting Parties to the Paris Convention should precede any new use of Article 7(e) by an examination carried out, either within the Group of Governmental Experts, or within the framework of bilateral discussions with the countries concerned. In order to facilitate the solution of problems raised by Article 7(e), it would also be advisable for the Brussels Supplementary Convention to come into force as soon as possible, in as many Signatory countries as possible.”</p> <p><i>Note by the Secretariat</i></p> <p><i>In spite of the Recommendation of 25th April 1968 (above) clarifying this point, it emerged that the application of Article 7(e) still raised certain difficulties due to the fact that the decision to fix the amount of liability of the nuclear operator is generally considered as being a matter exclusively for the legislation of the country where the installation of that operator is situated. Consequently, it would be preferable for each Contracting Party, before it makes use of Article 7(e) in its national legislation, to examine, with the countries concerned, the problems likely to result therefrom.</i></p>
<p><b>Article 10(a)</b></p> <p><b>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 and of such type and terms as the competent public authority shall specify.</b></p>	<p><b>18. FINANCIAL SECURITY FOR THE OPERATOR'S LIABILITY</b></p> <p><i>Interpretation (following the Recommendation of Euratom of 28.10.1965) approved by the Steering Committee on 19.10.1967 [NE/M(67)2]</i></p> <p>“The obligation which arises from the financial security referred to in Article 10(a) of the Paris Convention, intended to cover liability for the purpose of Articles 3 and 4 thereof, shall not be altered by the fact that the damage is already covered by other insurance or financial security on the understanding that this does not affect the provisions of Article 6(h) of the Convention.”</p>

Article	Decisions, Recommendations and Interpretations
<p><b>Article 13(a)</b></p> <p>Except as otherwise provided in this Article, jurisdiction over actions under Articles 3, 4, 6(a) and 6(e) shall lie only with the courts of the Contracting Party in whose territory the nuclear incident occurred.</p>	<p><b>19. SINGLE COMPETENT COURT</b></p> <p><i>Recommendation of the Steering Committee of 3.10.1990 [NE/M(90)2]</i></p> <p>“The Steering Committee  .....  RECOMMENDS that Contracting Parties to the Paris Convention, when revising their national legislation, provide for a single court to be competent to rule on compensation under the Paris Convention for nuclear damage arising from any one nuclear incident; the criteria for this determination shall be decided by national legislation.”</p> <p><i>Note by the Secretariat</i></p> <p><i>Although Article 13(a) of the Paris Convention provides for jurisdiction over actions for compensation in relation to any one nuclear incident to lie with the courts of one Contracting Party, it does not further require that only one court of that Contracting Party is to have jurisdiction. The Exposé des Motifs indicates that this provision was adopted to facilitate the equitable distribution of compensation funds. This Recommendation, recognizing that this same issue arises at the national level, seeks to further this objective.</i></p>

## **ANNEXES**

*Annex I*

**CHRONOLOGICAL LIST OF DECISIONS, RECOMMENDATIONS AND INTERPRETATIONS**

Date	Act	Article	Item in document
8.6.1967	Interpretation	1(a)(ii)	2
8.6.1967	Recommendation	4(c)	11
19.10.1967	Interpretation	10(a)	18
25.4.1968	Recommendation	2	8
25.4.1968	Recommendation	7(e)	16
22.4.1971	Recommendation	2	9
22.4.1971	Interpretation	4(d)	12
22.4.1971	Interpretation	6(d)	13
22.4.1971	Recommendation	7(e)	17
27.10.1977	Decision	1(b)	5
27.10.1977	Decision	1(b)	6
8.4.1981	Recommendation	3(a)	10
16.11.1982	Recommendation	General	1
16.11.1982	Recommendation	7(b)	14
11.4.1984	Decision	1(a)(ii)	3
27/28.4.1987	Interpretation	1(a)(ii)	4
20.4.1990	Decision	1(b)	7
20.4.1990	Recommendation	7(b)	15
3/4.10.1990	Recommendation	13(a)	19



*Annex II*

**EXCLUSION OF SMALL QUANTITIES OF NUCLEAR SUBSTANCES OUTSIDE A NUCLEAR INSTALLATION**

(See Item 5)

**GENERAL**

1. In these provisions the terms "A2", "Fissile Material" and "Special Form Radioactive Material" have the meanings given to them by Section I of the 1973 Revised Edition of the Regulations for the Safe Transport of Radioactive Materials of the International Atomic Energy Agency.

**PROVISIONS FOR ALL RADIONUCLIDES**

2. The total activity of any one consignment containing a single radionuclide or several radionuclides in the same Group shall not exceed the following limits:

Group	Radionuclide within Group	Limit in curies
1	Radionuclides with A2* values not exceeding 0.01 curie	2
2	Radionuclides with A2 values exceeding 0.01 curie and not exceeding 1 curie	20
3	Radionuclides with A2 values exceeding 1 curie and not exceeding 100 curies	200
4	Radionuclides with A2 values exceeding 100 curies and less than 1 000 curies	5 000
5	Radionuclides with A2 values of 1 000 curies or greater	50 000

\* For A2 values see Section IV of the 1973 Revised Edition of the Regulations for the Safe Transport of Radioactive Materials of the International Atomic Energy Agency.

A radionuclide whose identity is not known shall be considered as being in Group 1.

3. The total activity of any one consignment of radionuclides in the form of Special Form Radioactive Material shall be limited to 500 curies.

4. If a consignment contains Special Form Radioactive Material and radionuclides not in the form of Special Form Radioactive Material, or such radionuclides in different Groups, whether the contents are packaged separately or together, the sum of the fractions obtained by dividing the activities of each of the radionuclides present by the relevant limit prescribed in paragraphs 2 or 3 above, shall not exceed 1. If the individual activities of some of the radionuclides in such a mixed consignment are not known, the lowest limit prescribed for any of these radionuclides shall be used as the divisor of their total activity. If none of the individual activities are known, the total activity of the consignment shall not exceed the lowest limit prescribed for any radionuclide present.

**ADDITIONAL PROVISIONS FOR FISSILE MATERIAL**

5. Consignments of Fissile Material shall comply with such of the foregoing provisions as are relevant, and in addition shall:

- a) be in packages that conform either
- i) to Section C5 of the 1967 Revised Edition of the Regulations for the Safe Transport of Radioactive Materials of the International Atomic Energy Agency for Fissile Class I or Fissile Class II packages, except in the cases specified in Section, C5.1.2 of that Edition of those Regulations, or
  - ii) to Section VI of the 1973 Revised Edition of the Regulations for the Safe Transport of Radioactive Materials of the International Atomic Energy Agency for Fissile Class I or Fissile Class II packages, except in the cases specified in paragraph 601 of that Edition of those Regulations; and
- b) be subject to the following mass limits:
- i) For a consignment containing a single radionuclide:

Radionuclide	Limit in grams
Plutonium 239	375
Plutonium 241	375
Uranium 233	375
Uranium 235	600

- ii) For a consignment containing more than one radionuclide the sum of the fractions obtained by dividing the masses of each of the radionuclides present by the relevant limit prescribed in the foregoing table shall not exceed 1.

*Annex III*

**CONTRACTING STATES AUTHORISED TO EXCLUDE INSTALLATIONS BEING  
DECOMMISSIONED**

(See Item 7)

**GENERAL**

1. In these provisions "A2" has the meaning given to it by Table 1 of Section III of the 1985 Edition together with the 1988 Supplement of the Regulations for the Safe Transport of Radioactive Material of the International Atomic Energy Agency.

**PROVISIONS FOR NUCLEAR INSTALLATIONS**

2. In order for a nuclear installation to be excluded from the application of the Paris Convention:
- a) the operations of the installation must have permanently ceased and any nuclear fuels and radioactive materials in process, as well as the waste produced during such operations, must have been removed;
  - b) the installation must remain under the control of the competent national authority;
  - c) provisions for confinement of radioactivity considered appropriate by the competent national authority must be maintained; and
  - d) the installation must not contain radionuclides exceeding the activity limits defined in paragraphs 3 and 4 below.

**ACTIVITY LIMITS**

3.

Group	Radionuclides within Group	Limits in Bq	
		Fixed Activity*	All other forms of activity
1	Radionuclides with A2 values not exceeding $4 \times 10^8$ Bq	$8 \times 10^{12}$	$8 \times 10^{10}$
2	Radionuclides with A2 values exceeding $4 \times 10^8$ Bq and not exceeding $4 \times 10^{10}$ Bq	$8 \times 10^{13}$	$8 \times 10^{11}$
3	Radionuclides with A2 values exceeding $4 \times 10^{10}$ Bq and not exceeding $4 \times 10^{12}$ Bq	$8 \times 10^{14}$	$8 \times 10^{12}$
4	Radionuclides with A2 values exceeding $4 \times 10^{12}$ Bq and less than $4 \times 10^{13}$ Bq	$2 \times 10^{16}$	$2 \times 10^{14}$
5	Radionuclides with A2 values of $4 \times 10^{13}$ Bq or greater	$2 \times 10^{17}$	$2 \times 10^{15}$

\* Fixed activity means activity induced in solid, non-flammable components of the installation which are not subject to significant wear, leaching or corrosion during the static phases or dismantling operations of the decommissioning period.

4. The aggregate radionuclides inventory of the two categories of activity shall not exceed 1, calculated as the sum of the fractions obtained by dividing the activity of each radionuclide species by the relevant limit prescribed in paragraph 3 above.

*Annex IV*

**CERTIFICATE OF FINANCIAL SECURITY FOR THE CARRIAGE OF NUCLEAR  
SUBSTANCES**

(See Item 11)

Model Certificate recommended by the Steering Committee for Nuclear Energy

CERTIFICAT DE GARANTIE FINANCIERE POUR LE TRANSPORT DE SUBSTANCES NUCLEAIRES  
CERTIFICATE OF FINANCIAL SECURITY FOR THE CARRIAGE OF NUCLEAR SUBSTANCES

établi conformément à l'article 4(c) de la Convention de Paris sur la responsabilité civile dans le domaine de l'énergie nucléaire, en date du 29 juillet 1960 et à la loi .....  
issued in accordance with article 4(c) of the Paris Convention on Third Party Liability in the Field of Nuclear Energy of 29th July 1960 and the Law .....

1

1.	NUMERO DU CERTIFICAT CERTIFICATE NUMBER .....
2.	NOM ET ADRESSE DE L'EXPLOITANT RESPONSABLE NAME AND ADDRESS OF THE OPERATOR LIABLE  Nom ..... Name .....  Adresse ..... Address .....
3.	MONTANT DE LA GARANTIE AMOUNT OF THE SECURITY  ..... .....
4.	TYPE DE GARANTIE TYPE OF SECURITY  ..... ..... ..... .....
5.	DUREE DE LA GARANTIE DURATION OF THE SECURITY  ..... .....
6.	DESIGNATION DES SUBSTANCES NUCLEAIRES COUVERTES PAR LA GARANTIE NUCLEAR SUBSTANCES IN RESPECT OF WHICH THE SECURITY APPLIES  ..... ..... ..... .....

7. ITINERAIRE COUVERT PAR LA GARANTIE  
CARRIAGE IN RESPECT OF WHICH THE SECURITY APPLIES

.....  
.....

8. NOM ET ADRESSE DE L'ASSUREUR (OU DES ASSUREURS) ET (OU) DE LA (OU DES) PERSONNE(S) AYANT  
ACCORDE UNE GARANTIE FINANCIERE  
NAME AND ADDRESS OF THE INSURER(S) AND/OR GUARANTOR(S)

Nom .....  
Name .....  
.....

Adresse .....  
Address .....  
.....

DELIVRE A ..... LE ..... PAR .....  
ISSUED IN ..... ON ..... FOR AND ON BEHALF OF

(a) Le (ou les) garant(s)  
The guarantor(s)

Designation .....

Signataire et titre .....  
Signer and title

(b) L'Etat [le cas échéant]  
The State [where applicable]

Signataire et titre .....  
Signer and title

11

Je soussigné, certifie que la personne visée au paragraphe 2 est un exploitant au sens de la Convention de Paris.  
I hereby certify that the party mentioned in Paragraph 2 is an operator within the meaning of the Paris Convention.

Délivré à ..... le ..... par .....  
Issued in ..... on ..... for and on behalf of

.....  
.....  
.....

(L'Autorité publique compétente)  
(The Competent Public Authority)

L'EXPLOITANT RESPONSABLE .....  
THE OPERATOR LIABLE .....

dont le siège est .....  
whose address is .....

certifie que le transport de substances nucléaires décrit ci-après est effectué pour son compte et qu'il est visé par la garantie mentionnée dans le Cadre I.  
certifies that the carriage of nuclear substances described hereinafter is carried out on his behalf and that such carriage is covered by the security mentioned in Part I.

DESIGNATION DES SUBSTANCES NUCLEAIRES COUVERTES PAR LA GARANTIE .....  
NUCLEAR SUBSTANCES IN RESPECT OF WHICH THE SECURITY APPLIES .....

ITINERAIRE COUVERT PAR LA GARANTIE .....  
CARRIAGE IN RESPECT OF WHICH THE SECURITY APPLIES .....

Délivré à ..... le ..... par .....  
Issued in ..... on ..... for and on behalf of .....

Signature:

L'exploitant responsable  
The Operator liable

NOTICE EXPLICATIVE  
RELATIVE AU CERTIFICAT DE GARANTIE FINANCIERE  
POUR LE TRANSPORT DE SUBSTANCES NUCLEAIRES

CADRE I

En-tête

L'en-tête pourra comprendre une référence à l'autorité publique compétente du pays qui établit le certificat.

Paragraphe 2

Lorsque, conformément à l'article 4(d) de la Convention de Paris, la loi nationale prévoit que la responsabilité du transporteur peut être substituée à celle de l'exploitant normalement responsable, et qu'il est fait usage de cette faculté, le nom et l'adresse du transporteur devront remplacer ceux de l'exploitant.

Paragraphe 3

Le montant indiqué pour la garantie doit être par accident; toutefois, s'il n'est pas possible d'obtenir une couverture par accident, il doit être précisé si la couverture est par période ou par voyage. Si le montant global de la garantie résulte de plusieurs garanties différentes, le montant de chacune d'elles doit être précisé. Le montant global de la garantie doit être conforme aux dispositions de l'article 7 (b) et (c) de la Convention. Si la garantie financière résultant d'une assurance ou d'une autre source est insuffisante, les autorités nationales compétentes doivent indiquer l'importance des fonds mis à disposition par l'Etat ou les mesures complémentaires prises par celui-ci.

Paragraphe 4

Le certificat doit mentionner s'il s'agit d'une assurance (et, dans ce cas, préciser le numéro de la police) ou bien s'il s'agit d'une autre forme de garantie financière. Si la garantie est fournie sous plusieurs formes différentes, celles-ci doivent être énumérées y compris, le cas échéant, les fonds publics.

Paragraphe 5

L'inscription «durée de la garantie» doit préciser la date d'effet de la garantie. Il est rappelé, qu'aux termes de l'article 10(b) de la Convention, l'assureur ou le garant ne peuvent suspendre ou mettre fin à la garantie financière pendant la durée du transport.

Paragraphe 6

La description doit permettre d'identifier de façon précise les substances nucléaires faisant l'objet du transport. Toutefois, dans le cas où l'exploitant est titulaire d'une police d'assurance ou d'autres garanties couvrant en permanence toute une série de transports pendant une période définie, la description donnée au paragraphe 6 pourra être de caractère général, à condition que le Cadre III, d'usage facultatif, soit alors rempli et permette l'identification précise des substances nucléaires faisant l'objet du transport particulier pour lequel le certificat est délivré.

Paragraphe 7

Dans la mesure où les principaux points de passage du transport, en particulier aux frontières, sont connus par avance, ceux-ci doivent être indiqués. Le nom et l'adresse du destinataire pourront éventuellement être précisés.

Paragraphe 8

Lorsque la garantie constituée par une police d'assurance est complétée par une garantie accordée par l'Etat ou un autre garant, leur signature doit figurer au bas du Cadre I.

CADRE II

En certifiant que la personne désignée au paragraphe 2 du Cadre I est un exploitant au sens de la Convention de Paris, les autorités compétentes pourront également faire figurer les garanties fournies par l'Etat, ou les autres mesures prises par lui, pour assurer l'indemnisation des victimes, conformément à la Convention.

CADRE III

Le Cadre III, d'usage facultatif, est rempli par l'exploitant lui-même lorsque la garantie figurant au paragraphe 6 du Cadre I fournit une couverture générale valable pour toute une série de transports. Le Cadre III vise alors le transport particulier dont il donne la description. Le Cadre III ne peut en aucun cas constituer à lui seul un certificat valable et il ne peut être utilisé qu'en complément du Cadre I.

EXPLANATORY NOTICE  
ON THE CERTIFICATE OF FINANCIAL SECURITY  
FOR THE CARRIAGE OF NUCLEAR SUBSTANCES

PART I

Heading -

If desired, the heading may include a reference to the competent public authority of the country where the Certificate is issued.

Item 2

Where, in accordance with Article 4(d) of the Paris Convention, national law provides that the carrier may be liable in place of the operator who would normally be liable and when use is made of that option, the name and address indicated should be that of the carrier rather than that of the operator.

Item 3

The amount of security indicated shall be per incident; if, however, per incident coverage is unobtainable, it must be indicated whether the coverage is per period or per carriage. If the total amount of security has been furnished by more than one source, the amount of each of them should be indicated. The total amount of security must conform to the provisions of Article 7 (b) and (c) of the Convention. If the financial security furnished by insurance or from some other private source is insufficient, the competent national authorities should indicate the funds made available by the State or other supplementary measures taken by the State.

Item 4

The Certificate should stipulate whether the security furnished is by insurance (including in such cases the insurance policy number) or whether such security is furnished in some other form. If security is furnished in several forms, these should be enumerated, including State funds.

Item 5

The entry "duration of the security" must stipulate the date on which such security takes effect. It should be recalled that Article 10(b) of the Convention provides that no insurer or other financial guarantor shall suspend or cancel the financial security during the period of the carriage in question.

Item 6

The description given of the nuclear substances should be sufficiently complete to enable them to be positively identified. However, where the operator holds an insurance policy or other financial security providing continuous cover for a whole series of carriage for a defined period, a general description may be given in Item 6, provided that Part III, of optional use, is completed and enables the exact identification of the nuclear substances involved in the particular carriage for which the Certificate is delivered.

Item 7

The major points of transit should be indicated where known, notably the crossing of national borders. Where desired, the name and address of the consignee may also be given.

Item 8

Where the State or some other guarantor completes the security furnished by insurance, they must also sign at the bottom of Part I.

PART II

In certifying that the party mentioned in Item 2 of Part I is an operator within the meaning of the Convention, the competent authorities may also include mention of the security furnished by the State or of other measures which it has taken, to ensure the compensation of persons suffering damage, in conformity with the Convention.

PART III

Part III, of optional use, should be completed by the operator himself when the security mentioned in Item 6 of Part I provides general coverage for a whole series of carriage described therein. Part III may, in no case, constitute a valid certificate in itself and is only valid when used in conjunction with Part I.