



# Convention on Third Party Liability in the Field of Nuclear Energy (Paris Convention)

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## Background Information

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 Republic of Turkey;

**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 harmonization 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:

### 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 utilizing 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 ionizing 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 authorized 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 therefore 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 Article 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 period 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 Article 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.



## About the OECD

The OECD is a unique forum where governments work together to address the economic, social and environmental challenges of globalisation. The OECD is also at the forefront of efforts to understand and to help governments respond to new developments and concerns, such as corporate governance, the information economy and the challenges of an ageing population. The Organisation provides a setting where governments can compare policy experiences, seek answers to common problems, identify good practice and work to co-ordinate domestic and international policies.

The OECD Member countries are: Australia, Austria, Belgium, Canada, Chile, Colombia, Costa Rica, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Lithuania, Luxembourg, Mexico, the Netherlands, New Zealand, Norway, Poland, Portugal, the Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Türkiye, the United Kingdom and the United States. The European Union takes part in the work of the OECD.

## OECD Legal Instruments

Since the creation of the OECD in 1961, around 460 substantive legal instruments have been developed within its framework. These include OECD Acts (i.e. the Decisions and Recommendations adopted by the OECD Council in accordance with the OECD Convention) and other legal instruments developed within the OECD framework (e.g. Declarations, international agreements).

All substantive OECD legal instruments, whether in force or abrogated, are listed in the online Compendium of OECD Legal Instruments. They are presented in five categories:

- **Decisions** are adopted by Council and are legally binding on all Members except those which abstain at the time of adoption. They set out specific rights and obligations and may contain monitoring mechanisms.
- **Recommendations** are adopted by Council and are not legally binding. They represent a political commitment to the principles they contain and entail an expectation that Adherents will do their best to implement them.
- **Substantive Outcome Documents** are adopted by the individual listed Adherents rather than by an OECD body, as the outcome of a ministerial, high-level or other meeting within the framework of the Organisation. They usually set general principles or long-term goals and have a solemn character.
- **International Agreements** are negotiated and concluded within the framework of the Organisation. They are legally binding on the Parties.
- **Arrangement, Understanding and Others:** several other types of substantive legal instruments have been developed within the OECD framework over time, such as the Arrangement on Officially Supported Export Credits, the International Understanding on Maritime Transport Principles and the Development Assistance Committee (DAC) Recommendations.