

Convention on Supplementary Compensation for Nuclear Damage

Significance of the Convention

The Convention aims at establishing a worldwide system of civil liability and supplementary compensation for nuclear damage in which all States may participate. Accordingly, the Convention is a free-standing instrument open to all States and envisages a minimum national compensation amount and a supplementary compensation system based on public funds to be made available by the Contracting Parties in the event that the national amount is insufficient to compensate nuclear damage.

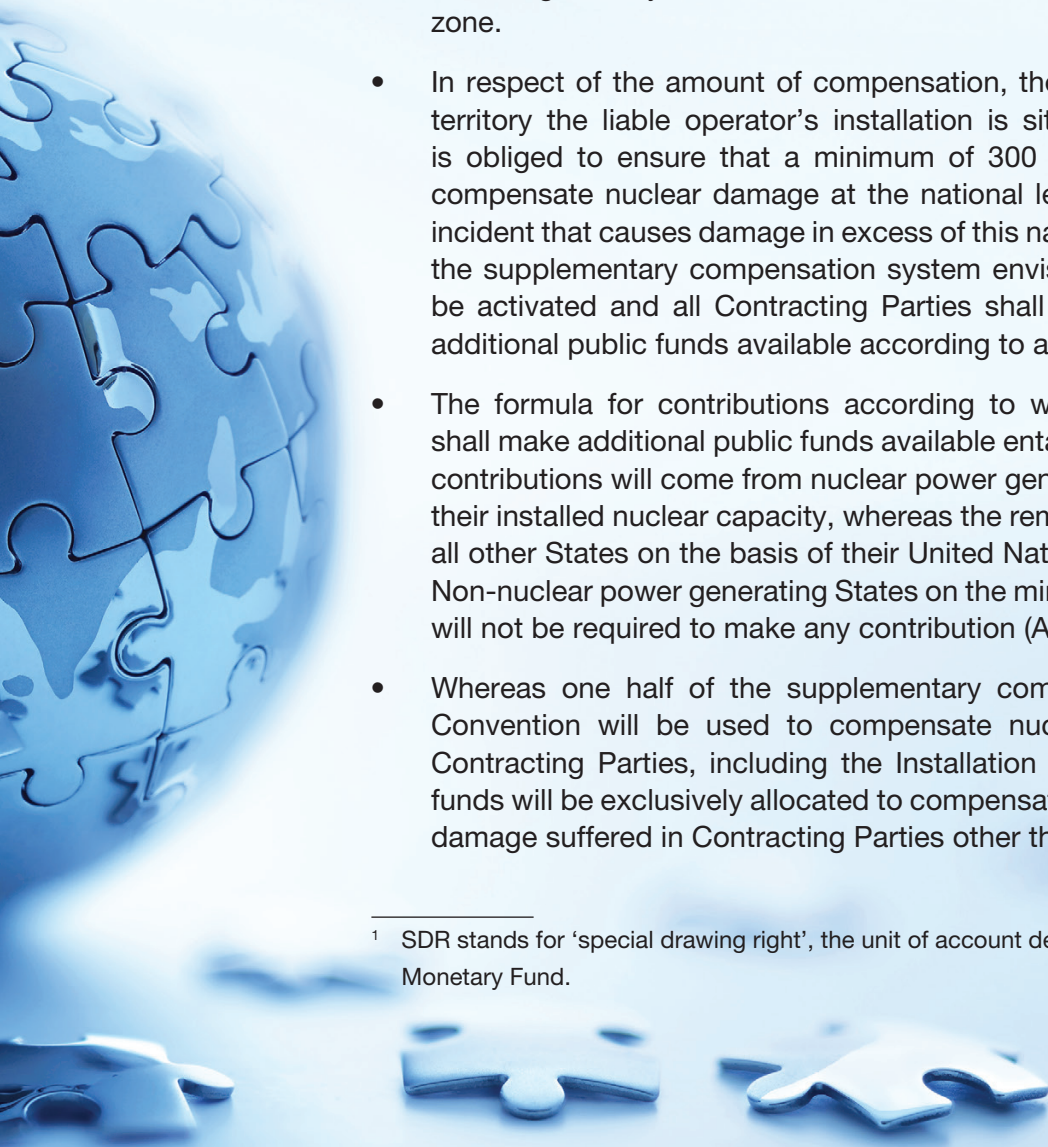
Scope of the Convention

Like the existing conventions on civil liability for nuclear damage, the Convention applies to nuclear damage arising out of nuclear incidents occurring both at nuclear installations, as defined in the Convention, and in the course of transport of nuclear material to and from such installations. The nuclear liability regime envisaged by the Convention is largely consistent with the enhancements reflected in the Protocol to Amend the Vienna Convention on Civil Liability for Nuclear Damage. Thus the definition of nuclear damage to be compensated includes, in addition to loss of life and personal injury and loss of or damage to property, costs associated with the reinstatement of the environment, loss of income deriving from an economic interest in the use or enjoyment of the environment and costs of preventive measures designed to prevent or minimize damage.

As far as the national compensation amount is concerned, the Convention leaves a Contracting Party free to include or exclude nuclear damage suffered in non-Contracting States, subject to any obligations it may have under the existing conventions on civil liability for nuclear damage. However, the supplementary funds to be made available by the Contracting Parties in the event that the national compensation amount is insufficient will only be available to compensate damage suffered in the Contracting Parties.

Obligations of Contracting Parties

- All Contracting Parties have to abide by the basic principles of nuclear liability law embodied in the existing conventions on civil liability for nuclear damage or, if they are not Parties to any such conventions, in the Annex to the Convention. Consequently, when depositing an instrument of ratification, acceptance or approval of the Convention, or an instrument of accession thereto, States that are not already Parties to the existing conventions are obliged to declare that their national law complies with the provisions on nuclear liability that are contained in the Annex to the Convention. Moreover, all Contracting Parties have to furnish to the depositary, for circulation to the other Contracting Parties, copies of their national nuclear liability law.

- 
- The basic principles of civil liability for nuclear damage to be complied with by all Contracting Parties are: exclusive liability of the operator of a nuclear installation; strict (no fault) liability of the operator; minimum liability amount; operator's obligation to cover liability through insurance or other financial security; limitation of liability in time; equal treatment of victims; and exclusive jurisdictional competence of the courts of one Contracting Party.
 - In respect of jurisdiction for maritime transport incidents, the Convention provides that a Contracting Party shall have exclusive jurisdiction for incidents occurring not only within its territorial sea but also within its exclusive economic zone.
 - In respect of the amount of compensation, the Contracting Party in whose territory the liable operator's installation is situated (the Installation State) is obliged to ensure that a minimum of 300 million SDRs¹ is available to compensate nuclear damage at the national level. In the case of a nuclear incident that causes damage in excess of this national compensation amount, the supplementary compensation system envisaged by the Convention will be activated and all Contracting Parties shall thereby be obliged to make additional public funds available according to a specified formula.
 - The formula for contributions according to which the Contracting Parties shall make additional public funds available entails that more than 90% of the contributions will come from nuclear power generating States on the basis of their installed nuclear capacity, whereas the remaining portion will come from all other States on the basis of their United Nations (UN) rate of assessment. Non-nuclear power generating States on the minimum UN rate of assessment will not be required to make any contribution (Article IV).
 - Whereas one half of the supplementary compensation envisaged by the Convention will be used to compensate nuclear damage suffered in all Contracting Parties, including the Installation State, the other half of such funds will be exclusively allocated to compensate transboundary damage (i.e. damage suffered in Contracting Parties other than the Installation State).

¹ SDR stands for 'special drawing right', the unit of account defined and used by the International Monetary Fund.

Date of adoption: 12 September 1997

Date of entry into force: 15 April 2015



IAEA

CONTACT

www.iaea.org/ola

International Atomic Energy Agency
Office of Legal Affairs
Vienna International Centre
1400 Vienna
Telephone: (+43 1) 2600 21502
Email: Official.Mail@iaea.org