

# **Order for the Execution of the Act on Indemnity Agreements for Compensation of Nuclear Damage**

**(Act No. 45 of 1962)**

Amended by Cabinet Order No. 201 of 7 August 2009

The Cabinet has enacted this Cabinet Order pursuant to the provisions of the Act on Indemnity Agreements for Compensation of Nuclear Damage (Act No. 148 of 1961).

## ***Indemnified loss***

### ***Section 1***

The conditions laid down by Cabinet Order as defined in Section 3, paragraph ii) of the Act on Indemnity Agreements for Compensation of Nuclear Damage (hereinafter referred to as “the act”) must meet the requirements laid down in each of the following paragraphs:

- (i) The event triggering the occurrence of nuclear damage cannot be a breach of the Sections mentioned below of the Act for the Regulation of Nuclear Source Material, Nuclear Fuel and Reactors (Act No. 166 of 1957): Sections 21-2, 22(4), 22-6(2) in application of Section 12-2(4), 35, 37 (4), 43-2(2) in application of Section 12-2(4), 43-18, 43-20(4), 43-25(2) in application of Section 12-2(4), 48, 50(4), 50-3(2) in application of Section 12-2(4), 51-16, 51-18(4), 51-23(2) in application of Section 12-2(4), 56-3(4), 57(1) or 57(2), 57-2(2) in application of Section 12-2(4), 57-4, 57-5, 58(1), 59(1) and 60(1) or 60(2).
- (ii) The event triggering the occurrence of nuclear damage cannot be damage to an installation for reactor operation etc.
- (iii) The event triggering the occurrence of nuclear damage cannot be a natural cataclysm or the act of a third party.

### ***Section 2***

Nuclear damage, as defined in Section 3, paragraph 5 of the act and laid down by Cabinet Order, shall be that resulting from a tidal wave.

### ***Section 3 Indemnification rate***

The rate of indemnification, as defined in Section 6 of the act and laid down by Cabinet Order (hereinafter referred to as the “indemnification rate”) shall be 3 for 10 000 (1.5 for 10 000 for indemnity agreements relating to the operation etc. of a reactor in universities and technical colleges).

2. Where, at the time the indemnity fee is paid, the amount available for indemnifying nuclear damage under an indemnity agreement is insufficient to cover the amount laid down by the said agreement, the indemnification rate under the said agreement shall be determined, notwithstanding the provisions of the previous paragraph, by dividing the said amount available by the amount laid down in the indemnity agreement, and multiplying the value obtained by the indemnification rate as defined in the previous paragraph.

### ***Section 4 Duty to notify***

In accordance with the provisions of Section 9 of the act, a nuclear operator must notify the Government of the following:

- (i) Indemnity agreement relating to reactor operation:
  - a) what the nuclear reactor is being used for;
  - b) type, thermal rating and number of nuclear reactors;
  - c) name and address of the installations or sites equipped with a nuclear reactor (in the case of a vessel equipped with a nuclear reactor, the place it was built and the main place of business of the shipbuilder);
  - d) location, structure and equipment of the building housing the nuclear reactor;
  - e) dates of the beginning and planned end of operating activities of the nuclear reactor;
  - f) types and quantity of the nuclear materials to be used as fuel in the nuclear reactor;
  - g) method of disposing of spent fuel;
  - h) information about the liability insurance contract.
- (ii) Indemnity agreement relating to production:
  - a) name and address of the installations or sites equipped with a production plant;
  - b) location, structure, equipment and production procedures of the production plants;
  - c) dates of the beginning and planned end of production activities;
  - d) types and quantity of the nuclear materials to be produced;
  - e) information about the liability insurance contract.

- (iii) Indemnity agreement relating to reprocessing:
  - a) name and address of the installations or sites equipped with a reprocessing facility;
  - b) location, structure, equipment and reprocessing procedures of the reprocessing facilities;
  - c) dates of the beginning and planned end of reprocessing activities;
  - d) types and quantity of the spent fuel to be reprocessed;
  - e) information about the liability insurance contract.
- (iv) Indemnity agreement relating to the use of nuclear fuel:
  - a) purposes and methods of use;
  - b) places of use;
  - c) location, structure and equipment used in installations for the use, storage and disposal of waste;
  - d) dates of the beginning and planned end of use activities;
  - e) types and quantity of nuclear fuel to be used;
  - f) method of disposing of the spent nuclear fuel;
  - g) information about the liability insurance contract.
- (v) Indemnity agreement relating to the storage of spent fuel:
  - a) name and address of the sites equipped with a storage facility for spent fuel;
  - b) location, structure, equipment and procedures used in the storage facilities for spent fuel;
  - c) dates of the beginning and planned end of the nuclear fuel storage activities;
  - d) types and quantity of spent fuel to be stored;
  - e) method of transferring spent fuel subsequent to storage;
  - f) information about the liability insurance contract.
- (vi) Indemnity agreement relating to the underground disposal or management of waste:
  - a) name and address of the sites equipped with facilities for the underground disposal or management of waste;
  - b) location, structure, equipment and procedures for disposal of the facilities for the underground disposal or management of waste;

- c) dates of the beginning and planned end of the activities for the underground disposal or management of waste;
  - d) types and quantity of nuclear fuel or materials contaminated by nuclear fuel (including nuclear fission products, a provision which applies also to the remainder of this section) to be disposed of by underground burial or waste management;
  - e) information about the liability insurance contract.
- (vii) Indemnity agreement relating to transport in accordance with the provisions of Section 1, paragraph 6 of the Order for the Execution of the Act on Compensation for Nuclear Damage (Cabinet Order No. 44 of 1962):
- a) itinerary and method of transport;
  - b) dates of the beginning and planned end of the transport activities;
  - c) types and quantity of nuclear fuel or materials contaminated by nuclear fuel to be transported;
  - d) information about the liability insurance contract.
- (viii) Indemnity agreement relating to storage in accordance with the provisions of Section 1, paragraph 6 of the Order for the Execution of the Act on Compensation for Nuclear Damage:
- a) places and methods of storage;
  - b) dates of the beginning and planned end of the storage activities;
  - c) types and quantity of nuclear fuel or materials contaminated by nuclear fuel to be stored;
  - d) information about the liability insurance contract.
- (ix) Indemnity agreement relating to the disposal of waste in accordance with the provisions of Section 1, paragraph 6 of the Order for the Execution of the Act on Compensation for Nuclear Damage:
- a) places and methods of waste disposal;
  - b) dates of the beginning and planned end of the waste disposal activities;
  - c) itinerary and method of transport of the waste constituted by nuclear fuel or materials contaminated by nuclear fuel, as well as the dates of the beginning and planned end of such transport activities;
  - d) types et quantity of waste constituted by nuclear fuel or materials contaminated by nuclear fuel to be disposed of;
  - e) information about the liability insurance contract

### ***Section 5 Payment of the indemnity fee***

The nuclear operator must pay the Government an indemnity fee on the date of the conclusion of an indemnity agreement and, subsequently, on each anniversary thereof (when, depending on the year, there is no anniversary date, payment must be made the day before). The indemnity fee shall be paid for a length of agreement of one year from the day concerned (when the length of the indemnity agreement is less than one year, the fee is payable for the duration in question).

### ***Section 6 Payment under the indemnity agreement***

When a nuclear operator requests indemnification, the Minister for Education, Culture, Sport, Science and Technology (MEXT) must pay the indemnity within 30 days of the formulation of the request. This provision does not, however, apply if there are unpredictable and inevitable circumstances.

### ***Reimbursement of the sum paid under an indemnity agreement***

#### ***Section 7***

In accordance with the provisions of Section 13, MEXT shall have one year as from the date of payment of an indemnity within which to require reimbursement of a sum equivalent to the said indemnity.

#### ***Section 8***

[Abolished]

### ***Section 9 Cancellation of an indemnity agreement***

The provisions referred to in Section 15, paragraph 1, sub-paragraph v) of the act and established by Cabinet Order concern the breaching of the requirement to take the necessary steps to prevent or mitigate nuclear damage when such damage occurs or is likely to occur.

### ***Fines***

#### ***Section 10***

The provisions referred to in Section 16 of the Act and established by Cabinet Order provide the following requirements in the event of a breach:

- (i) when nuclear damage occurs or is likely to occur, take all the steps necessary to prevent or mitigate it;

- (ii) obtain the prior approval of MEXT when the operator intends to admit liability, in whole or in part, for the damage;
- (iii) when nuclear damage occurs, submit without delay an opinion to MEXT to inform him of the date, time and place of the accident and report on the extent of the damage;
- (iv) when a nuclear operator brings proceedings or is the subject of proceedings, submit without delay an opinion to MEXT informing him of the facts.

### ***Section 11***

Under Section 16 of the act, MEXT may impose a fine up to the amounts mentioned in the following paragraphs and as from the date on which the nuclear operator received indemnification.

- (i) an amount equivalent to 1/10<sup>th</sup> of the indemnification received, in cases of a breach of the provisions mentioned in paragraphs i) and ii) of the preceding Section on the indemnity agreement requirements;
- (ii) an amount of 100 000 yen, in cases of a breach of the provisions mentioned in paragraphs iii) and iv) of the preceding Section on indemnity agreement requirements.

### ***Section 12 Mandate***

The operations for which the Government may grant a mandate, in accordance with the provisions of Section 18, paragraph 1 of the Act, are as follows:

- (i) reception of requests for the payment of an indemnity;
- (ii) investigations into the amount of loss giving rise to an indemnity;
- (iii) in addition to the cases referred to in the two preceding sub-paragraphs, any operation relating to the payment of indemnities and required by Ministerial Order adopted by MEXT.

2. In addition to the cases mentioned in the preceding paragraph, the relevant provisions relating to mandates under Section 18, paragraph 1 of the act, shall be laid down by Ministerial Order taken by MEXT.

## **Supplementary Provisions**

This Cabinet Order shall enter into force as from the date of the entry into force of the act (15 March 1962).

Supplementary provision (Order No. 201 of 7 August 2009)

This act shall enter into force on 1 January 2010.