

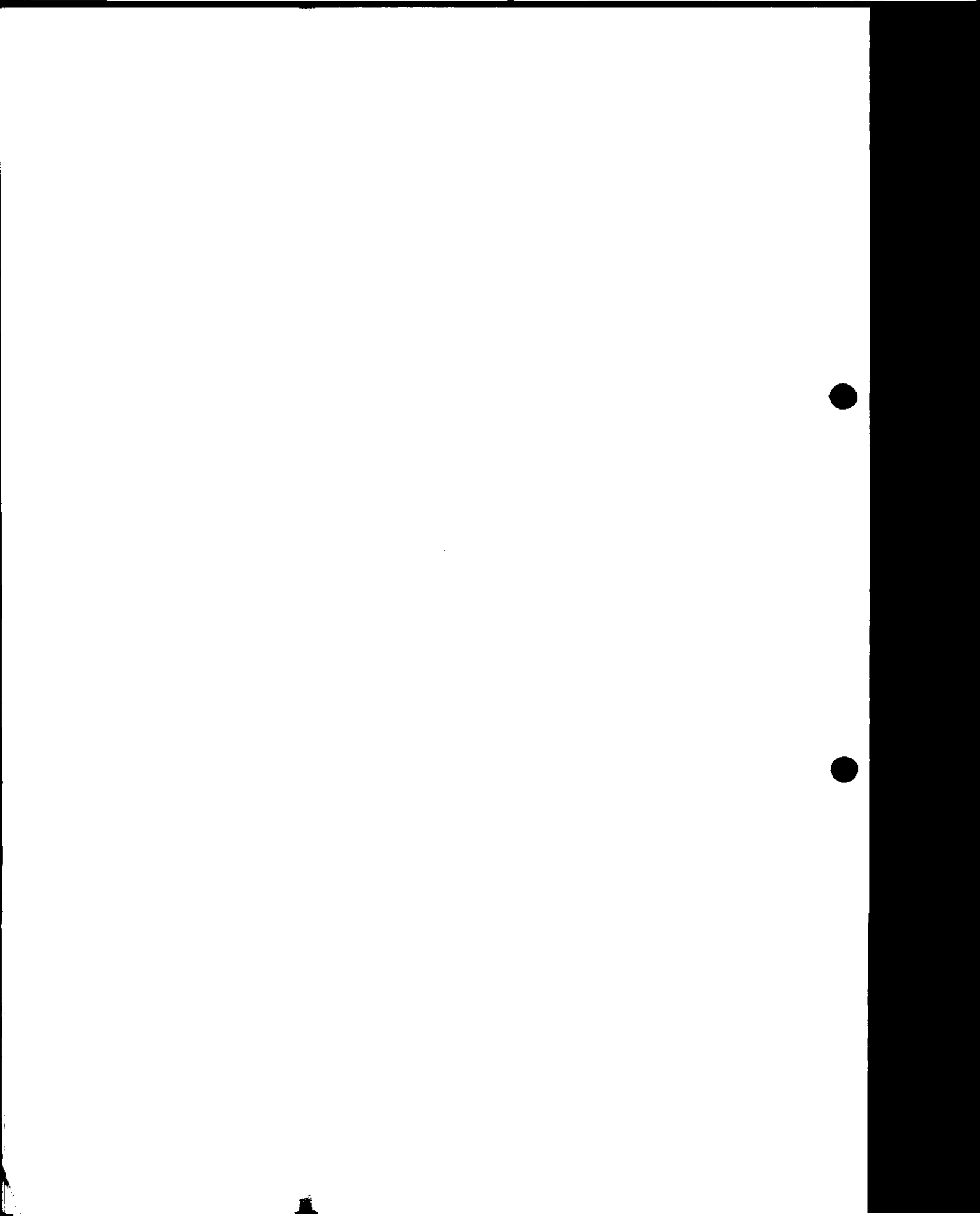
NUCLEAR LAW

Bulletin

S U P P L E M E N T T O N O . 11

	<u>Page</u>
1. <u>JAPAN</u> : THE LAW ON INDEMNITY AGREEMENT FOR COMPENSATION OF NUCLEAR DAMAGE	3
2. <u>NORWAY</u> : ACT NO. 28 OF 12TH MAY 1972 CONCERNING NUCLEAR ENERGY ACTIVITIES	9

April 1973



J A P A N

THE LAW ON INDEMNITY AGREEMENT FOR
COMPENSATION OF NUCLEAR DAMAGE*

(Law No. 148 of 17th June 1961
as amended by
Law No. 55 of 20th May 1968
and by
Law No. 53 of 1st May 1971)

(Definitions)

Article 1

As used in this Law:

- "operation of a reactor, etc." means the operation of a reactor, etc. as provided in Article 2, paragraph 1 of the Law on Compensation for Nuclear Damage (Law No. 147 of 1961, hereinafter referred to as "Compensation Law");**
- "nuclear damage" means the nuclear damage as provided in Article 2, paragraph 2 of the Compensation Law;
- "nuclear operator" means the nuclear operator (except the person provided in Article 2, paragraph 3, sub-paragraphs 1 - 2 of the Compensation Law)***, as provided in Article 2, paragraph 3 of the Compensation Law;

* Unofficial translation.

** This Law which was also amended by Law No. 53 of 1971, was reproduced in the Supplement to Nuclear Law Bulletin No. 9.

*** The phrases underlined in the text of this Law indicate the changes made as compared to the original text.

- "nuclear ship" means the nuclear ship as provided in Article 2, paragraph 4 of the Compensation Law;
- "financial security" means the financial security as provided in Article 6 of the Compensation Law;
- "financial security amount" means the financial security amount as provided in Article 7, paragraph 1 of the Compensation Law; and
- "liability insurance contract" means the liability insurance contract as provided in Article 8 of the Compensation Law.

(Indemnity agreement for compensation of nuclear damage)

Article 2

The Government may conclude with a nuclear operator an agreement under which the Government undertakes to indemnify a nuclear operator for his loss arising from paying compensation for the nuclear damage not covered by the liability insurance contract or any other financial security for compensation of nuclear damage, in case the nuclear operator becomes liable, and by which the nuclear operator undertakes to pay the indemnity fee to the Government.

(Indemnity loss)

Article 3

The loss which the Government indemnifies under the agreement provided in Article 2 (hereinafter referred to as "indemnity agreement") shall be the loss suffered by a nuclear operator as a result of compensation of the nuclear damage specified in the following paragraphs (hereinafter referred to as "indemnity loss"):

- (1) Nuclear damage caused by earthquake or eruption;
- (2) Nuclear damage caused by normal operation (which means the operation of a reactor, etc. under the conditions as provided by Cabinet Order);
- (3) Nuclear damage which can so far as the fact that causes the damage is concerned, be covered by the liability insurance contract and for which persons who suffered the nuclear damage have not claimed for compensation within the period of ten years from the day of occurrence of the fact (with regard to the nuclear damage suffered in this period, this shall be applied only to the case where there is justifiable reason for their failure to claim for the compensation within this period);
- (4) Nuclear damage which occurred when bringing a nuclear ship into the territorial waters of a foreign country, and which cannot be covered by the financial security provided in Article 7, paragraph 1 of the Compensation Law or any other financial security (this is limited to the financial security which is approved as a part of the financial security provided in Article 7bis, paragraph 1 of the Compensation Law).

- (5) Nuclear damage as provided by Cabinet Order other than that specified in each of the preceding paragraphs.

(Contracted amount under indemnity agreement)

Article 4

1. The contracted amount under an indemnity agreement (hereinafter referred to as "indemnity agreement amount") relating to the nuclear damage provided in the preceding Article, paragraphs 1, 2, 3 and 5, shall be the amount equivalent to the financial security amount for the financial security arrangement which includes the conclusion of the indemnity agreement concerned (in case the financial security arrangement includes arrangements other than the conclusion of the liability insurance contract and the indemnity agreement, this amount shall be reduced by the amount available for compensation of the nuclear damage by means of other arrangements; in case indemnity agreements other than the indemnity agreement concerned have been concluded, this amount shall be reduced by the amount available for compensation of the nuclear damage by means of the conclusion of other indemnity agreements).

2. The contracted amount under an indemnity agreement relating to the nuclear damage provided in the preceding Article, paragraph 4 shall be of an amount equivalent to the financial security provided in Article 7-2, paragraph 1 of the Compensation Law (in case the financial security provided in Article 7, paragraph 1 of the Compensation Law, or any other arrangement for compensation of nuclear damage, is approved as part of the financial security provided in Article 7-2, paragraph 1 of the Compensation Law, this amount shall be reduced by the amount of the financial security available for compensation of nuclear damage).

(Period of indemnity agreement)

Article 5

1. The period of the indemnity agreement relating to the nuclear damage provided in Article 3, paragraphs 1, 2 3 and 5 shall be from the time of its conclusion to the time when the operation of a reactor, etc. covered by the indemnity agreement has ceased.

2. The period of the indemnity agreement relating to the nuclear damage provided in Article 3, paragraph 4, shall be the period from the time when the nuclear ship leaves the territorial waters of Japan to the time when the nuclear ship returns to the territorial waters of Japan.

(Indemnity fee)

Article 6

The annual amount of the indemnity fee shall be the amount calculated by multiplying the indemnity agreement amount by the rate fixed by Cabinet Order taking into account the probability of the occurrence of the indemnity loss, the expenditures of the Government for dealing with the indemnity agreement and other conditions concerned.

(Payment under indemnity agreement)

Article 7

1. The Government shall, according to an indemnity agreement, indemnify up to the indemnity agreement amount for the indemnity loss resulting from the nuclear damage caused by the operation of a reactor, etc. during the period of the indemnity agreement concerned.

2. In case the Government shall indemnify loss relating to the nuclear damage provided in Article 3, paragraphs 1, 2, 3 and 5, if there is any amount to be covered by the liability insurance contract in respect of the nuclear damage attributed to the same cause as that of the nuclear damage involving the said indemnification, the total sum provided by the indemnity agreement in respect of the indemnity loss concerned shall not exceed the amount calculated by deducting the amount to be paid under the said liability insurance contract from the financial security amount for the financial security arrangement which includes the conclusion of the indemnity agreement concerned (in case the financial security concerned includes arrangements other than the conclusion of the liability insurance contract and the indemnity agreement, the amount shall be reduced by the amount available for compensation of the nuclear damage by means of other arrangements).

(Limit of conclusion of indemnity agreement)

Article 8

The Government shall conclude an indemnity agreement to the extent that the total sum of the indemnity agreement amounts needed for the indemnity agreements concluded in one fiscal year does not exceed the amount approved by the National Diet in each fiscal year.

(Duty of notification)

Article 9

In concluding the indemnity agreement, the nuclear operator shall, in accordance with the provisions specified by Cabinet Order, notify the Government about important facts related to the operation of a reactor, etc. The same shall apply in case there is a change in the notified facts.

(Entrusting to the Cabinet Order)

Article 10

The conclusion of the indemnity agreement and the date of the payment of the indemnity fee, the date of the payment under the indemnity agreement, and other necessary matters concerning the payment of the indemnity fee and the payment under the indemnity agreement shall be provided by Cabinet Order.

(Prescription)

Article 11

The right to receive payment under the indemnity agreement shall be extinguished by prescription when two years have elapsed.

(Subrogation, etc.)

Article 12

In case the Government has indemnified under the indemnity agreement, if the nuclear operator who is party to the indemnity agreement has a right of recourse against a third party, the Government shall take over the right in the amount not exceeding the amount indemnified. If the nuclear operator has received payment by exercising his right of recourse, the Government shall be exonerated from its obligation to indemnify for an amount not exceeding the amount paid.

(Repayment of the sum received under the indemnity agreement)

Article 13

In case the Government has paid for the indemnity loss involving nuclear damage specified in the following paragraphs the Government shall have the nuclear operator repay in accordance with the provisions specified by Cabinet Order:

- (1) Nuclear damage arising from the facts of which the nuclear operator who is party to the indemnity agreement has failed to give notification in accordance with Article 9, or of which he has given a false notification in accordance with Article 9;
- (2) Nuclear damage caused by the operation of a reactor, etc. during the period from the day when the nuclear operator receives from the Government a notice of cancellation of the indemnity agreement in accordance with Article 15, to the day before the day when the cancellation comes into effect.

(Cancellation of indemnity agreement)

Article 14

1. In case the nuclear operator who is party to the indemnity agreement provides a financial security other than that included in the conclusion of the indemnity agreement concerned, the Government may accept an offer for the cancellation of the indemnity agreement or may cancel it.

2. The cancellation of the indemnity agreement as provided in paragraph 1 shall be effective for the future.

Article 15

1. The Government may cancel the indemnity agreement in case the nuclear operator who is party to the indemnity agreement:

- (1) violates the provision of Article 6 of the Compensation Law;
- (2) fails to pay the indemnity fee;
- (3) fails to give a notification in accordance with Article 9 or gives a false notification;
- (4) fails to take the necessary safety measures in accordance with Article 35, or Article 48 (including its mutatis mutandis application in Article 51), of the Law for Regulation of Nuclear Source Material, Nuclear Fuel Material and Reactors (Law No. 166 of 1957); or
- (5) violates a provision of the indemnity agreement which comes under any one of those provided by Cabinet Order.

2. The cancellation of the indemnity agreement as provided in paragraph 1 shall take effect for the future upon a lapse of ninety days from the day when the nuclear operator, who is party to the indemnity agreement, receives notice of the cancellation.

(Negligence fine)

Article 16

In case the nuclear operator, who is party to the indemnity agreement violates a provision of the indemnity agreement which comes under any one of those provided by Cabinet Order, the Government may impose a negligence fine in accordance with the Cabinet Order.

(Management of Affairs)

Article 17

1. The affairs of the Government provided in this Law shall be taken charge of by the Director-General of the Science and Technology Agency.

2. The Director-General of the Science and Technology Agency shall on the occasion of the cancellation of an indemnity agreement, as provided in Article 15, ask in advance the opinion of the Minister of International Trade and Industry in cases related to reactors for electric power generation (which means reactors as provided in Article 3, paragraph 4 of the Atomic Energy Basic Law - Law No. 186 of 1955); or ask the opinion of the Minister of Transportation in cases related to reactors installed in vessels.

N O R W A Y

ACT NO. 28 OF 12TH MAY 1972 CONCERNING NUCLEAR ENERGY ACTIVITIES*

CHAPTER I: DEFINITIONS, ETC.

Section 1 (Definitions)

For the purposes of this Act:

(a) Nuclear fuel means:

fissionable material in the form of uranium or plutonium metal, alloy or chemical compound, and such other fissionable material as the Ministry may determine;

* Unofficial translation prepared by the Norwegian Authorities.

Translator's note:

- "Ministry" refers to the Ministry of Industry.
- Storting is the name of the Norwegian Parliament.
- Odelsting is the name of the first chamber of the Storting.
- Lagting is the name of the second chamber of the Storting.
- Decisions to be made by the King under this Act are either taken by the "King in Council" (i.e. the King in formal session with the Government and under the responsibility of the latter) or by a Ministry or other Authority when empowered by the King in Council.

(b) radioactive products means:

other radioactive material (including wastes) which is made, or has become radioactive by radiation incidental to the production or utilization of nuclear fuel;

(c) nuclear substance means:

nuclear fuel, other than natural uranium and depleted uranium, as well as radioactive products, except radioisotopes used for industrial, commercial, agricultural, medical or scientific purposes or which are intended for, and are directly usable for such a purpose;

(d) nuclear reactor means:

structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without the addition of neutrons from another source;

(e) nuclear installations means:

nuclear reactor installation;
factory for the production or processing of nuclear substances,
factory for the separation of isotopes of nuclear fuel,
factory for the reprocessing of irradiated nuclear fuel,
facilities for the storage of nuclear substances other than facilities intended exclusively for use as temporary storage incidental to the carriage of such substances, and such other facilities, in which there are nuclear fuel or radioactive products, as the Ministry may determine;

(f) Installation State means:

the State within which a specific nuclear installation is situated or, if the installation is not situated within the territory of any State, that State which operates or has authorized the installation;

(g) operator of nuclear installation means:

anyone having obtained a concession for operating the installation or - in the absence of a concession - anyone in control of the installation or whom the Ministry has so designated, or, as far as installations abroad are concerned, anyone recognized as operator in accordance with the legislation of the Installation State;

(h) nuclear damage means:

damage resulting from radioactive properties or, a combination of radioactive properties with toxic, explosive or other hazardous properties of nuclear fuel or radioactive products, as well as damage resulting from ionizing radiation emitted by any other source than a nuclear installation;

(i) nuclear incident means:

an occurrence which causes nuclear damage or a series of occurrences having the same origin and causing nuclear damage;

(j) Paris Convention means:

the Convention on Third Party Liability in the Field of Nuclear Energy signed in Paris on 29th July 1960 and amended by the Protocol of 28th January 1964;

(k) Supplementary Convention means:

the Convention Supplementary to the Paris Convention signed in Brussels on 31st January 1963 and amended by the Protocol of 28th January 1964;

(l) Vienna Convention means:

the Convention on Civil Liability for Nuclear Damage signed in Vienna on 21st May 1963;

(m) Contracting State means:

State which has acceded to both the Paris Convention and the Vienna Convention or to one of these Conventions to which Norway also has acceded, and which have entered into force both for Norway and for the State concerned.

Section 2 (Exemptions)

1. The Ministry may exempt from the provisions of this Act, either in whole or in part, certain types of nuclear installations, nuclear fuel, radioactive products or nuclear substances which, in the Ministry's own opinion, constitute no significant hazard.

2. If a question arises as to the liability of the operator of a nuclear installation in another Contracting State, any corresponding exemption as well as the scope thereof shall be governed by the statutory provisions of the Installation State, within the limits of the relevant convention to which Norway is also a party.

Section 3 (Two or more installations on the same site)

1. The Ministry may determine that two or more nuclear installations having the same operator and which are situated on the same site shall be considered in whole or in part as a single installation for the purposes of this Act.

2. If one or more plants, in which radioactive material is located, are situated within the site of one nuclear installation or of two or more nuclear installations which constitute one and the same installation, such plant or plants shall be considered part of the said nuclear installation.

3. The Ministry may prescribe the boundaries of an installation site.

CHAPTER II: CONCESSIONS, PERMITS, SUPERVISION, ETC.

Section 4 (Concession for nuclear installation)

It shall be unlawful to construct, own or operate a nuclear installation without a concession granted by the King. Such concession shall be valid for a specified place of operation. As a rule the duration of the concession should be limited to a specified

period. A separate concession is required for the transfer of a nuclear installation or the operation thereof to a new owner or operator.

A concession for the construction of a nuclear power plant should not be granted before the Storting has given its approval. The matter should be submitted to the Storting when proposals for the construction site of the nuclear power plant are to hand and the question of operator/ownership is clarified.

Section 5 (Permit to hold nuclear substances, etc.)

1. It shall be unlawful to manufacture, own, store, handle, transport, sell or otherwise hold or dispose of nuclear substances without a permit from the Ministry concerned. However, a permit is not required to the extent that activities mentioned here are covered by concession granted in accordance with Section 4. The Ministry concerned may prescribe exceptions to the obligation to obtain a permit subject to such conditions as it may be necessary to impose.

2. A permit may be granted generally for a definite or an indefinite period, or on an individual basis, and it may be restricted to cover a special authorisation for one of the activities enumerated in the first sentence of this Section or two or more authorisations collectively. A permit shall not include the right to export material from the realm unless this is specially indicated.

3. The King may decide that anyone intending to manufacture, own, store, handle, transport, sell or otherwise hold or dispose of nuclear fuel or radioactive products other than nuclear substances shall be subject to notification requirements or required to obtain a permit.

Section 6 (Administrative provisions)

The King may issue administrative provisions regarding the construction and operation of nuclear installations. The King may also issue rules regarding the manufacture, handling, packaging and marking, carriage, storage, sale and other ways of holding nuclear substances or other kinds of nuclear fuel or radioactive products.

Section 7 (Application for concessions and permits)

1. Before a concessions is granted the applicant must submit particulars of the building site, the purpose, nature and size of the installation and an account and evaluation of the installation's safety features. Before the concession is notified definitely, a preliminary approval may be given of the building site and other aspects of the application for the concession.

2. The King may issue administrative provisions with respect to the particulars to be included in applications for a concession or a permit, as well as the procedure for dealing with such applications.

Section 8 (Conditions for the grant of a concession or permit)

1. The grant of a concession or permit shall be subject to such conditions as are considered necessary having regard to safety

requirements and the public interest.

2. The Ministry may amend the conditions laid down and impose fresh conditions for the concession or the permit when this proves necessary for the safety requirements or for ensuring indemnity protection. If such fresh conditions entail an unreasonable alteration in the economic conditions upon which the recipient of the concession or permit had based his assumptions, and they exceed that which ordinarily follows from his obligation to maintain the installation and equipment in good and proper order and to secure it against causing damage, the Court may grant him compensation from Government funds to the extent that this is found reasonable.

3. Upon the application of the recipient of the concession or permit the Ministry concerned may make such amendments or additions as it deems fit.

Section 9 (Revocation of concessions and permits)

A concession or permit may be revoked when:

- a. it becomes apparent that major prerequisites therefor did not exist;
- b. conditions or orders, which have been imposed or given in pursuance of statutory provisions, are being substantially or repeatedly disregarded;
- c. the installation or operation is not completed or carried out in reasonable time; or
- d. considerations of safety so require.

Section 10 (The Nuclear Energy Safety Authority)

1. The Nuclear Energy Safety Authority shall be directed by an executive board the members of which, together with their personal deputies, shall be appointed by the King for a term of four years. The King shall decide on the composition of the executive board.

2. The Nuclear Energy Safety Authority shall, as the highest specialist agency as far as questions of safety are concerned, function as the institution making recommendations and giving advice to the Ministry concerned. The said Authority shall prepare and submit recommendations on all applications concerning concessions and permits. The Authority shall on its own initiative put into effect all such measures as it deems necessary for reasons of safety. It shall be the duty of the Authority to supervise that all rules and conditions pertaining to safety precautions are complied with and are put into effect, as well as such orders as are given in pursuance of this Act.

3. The King shall issue further rules concerning the organisation and functions of the Nuclear Energy Safety Authority. The King may also issue further rules concerning the relationship between the said Authority and other supervisory authorities.

Section 11 (construction and commencement of operations of nuclear installations)

1. The Nuclear Energy Safety Authority shall exercise continuous supervision over the construction of nuclear installations. In particular it shall ensure compliance with the terms and provisions of the concession, as well as ensuring the implementation of all necessary measures which safety precautions require, including such safety measures as are described in the provisionally authorised safety reports. Measures described in the safety reports may be altered by the Nuclear Energy Safety Authority provided this does not conflict with considerations of safety.

2. Before a nuclear installation is put into operation, the operator must have obtained authorisation for this from the Nuclear Energy Safety Authority. Before granting such authorisation the Authority must be satisfied that:

- a. The technical standards of the installation, the operating regulations, safety measures and accident emergency plans are sound;
- b. the management and personnel of the installation have the necessary qualifications and clearly defined spheres of responsibility;
- c. security has been furnished in accordance with Section 35, cf. Section 37 of this Act;
- d. all the necessary authorisations have been obtained with other legislative provisions.

3. In good time before the nuclear installation is put into operation the operator shall submit to the Nuclear Energy Safety Authority a complete safety report on the installation concerned.

4. The Nuclear Energy Safety Authority may, if it believes this will assist it in its appraisal of the installation, give separate consent to a limited trial operation, subject to such conditions as may appear necessary.

Section 12 (Changes in installation and operating conditions)

If an operator proposes to make an alteration in the construction, operation or management of the installation which constitutes a departure from the conditions on the basis of which authorisation was granted under Section 11, subsection 2 and which may affect safety, he must submit the matter to the Nuclear Energy Safety Authority for authorisation before the alteration is put into effect

Section 13 (Supervision of operations)

1. The operations of a nuclear installation shall be subject to the continuous supervision of the Nuclear Energy Safety Authority. The said Authority shall ensure that the conditions for the grant of a concession are observed, that the requirements of Section 11, subsection 2 are satisfied at all times and that the operations of the installation (including the disposal of radioactive waste) are consistent with the operating regulations and are sound in all other respects.

2. The Nuclear Energy Safety Authority may give such instructions as are necessary to ensure that the requirements of subsection 1 of this Section are satisfied. If necessary the said Authority may order that the installation shall cease operations for such period as it deems fit.

3. Activities, which are subject to permit or notification requirements as laid down in, or given in pursuance of, Section 5, are subject to continuous supervision by the Nuclear Energy Safety Authority unless the King decides otherwise. The same applies to activities for which provisions have been enacted under Section 6. The authority concerned shall ensure that administrative provisions and conditions of permit are complied with, and that the said activities are conducted on a sound basis. To ensure this the authority concerned shall issue such instructions as it deems fit. The King may issue further rules with regard to the supervision.

Section 14 (Inspection, implementation of orders, etc.)

1. The Nuclear Energy Safety Authority may at any time demand access to a nuclear installation and the surrounding area. It shall be the duty of everyone associated with the installation, notwithstanding any obligation he may otherwise have with regard to the preservation of secrecy, to furnish the said Authority with all the particulars it needs in order to exercise its supervision.

2. If an order is not obeyed the Nuclear Energy Safety Authority may request compulsory execution by the authorities competent to exercise execution, proceedings (namsmyndighetene) or assistance from the police. In cases of emergency the said Authority may also have the necessary safety precautions taken on its own initiative at the expense of the owner of the installation and the operator. The public authorities' claim for reimbursement of such expenditures may be enforced by distraint upon the owner and operator of the installation concerned.

3. The provisions in subsection 1 and 2 apply correspondingly to the supervisory authority under Section 14, subsection 3 in relation to activities subject to its supervision.

Section 15 (Obligation to take safety precautions)

1. It shall be the duty of the operator of a nuclear installation to maintain the installation and equipment in sound and proper order and to take all necessary measures to ensure that no damage will be caused as a result of radioactivity or other hazardous features of such nuclear fuel or radioactive products which are to be found on the installation site, or which are removed or discharged therefrom, or which are undergoing transportation on the operator's behalf.

2. Similarly it shall be the duty of the operator to take the necessary measures to ensure that the installation does not become a danger to public safety after operations have been discontinued.

3. Such measures require the approval of the Nuclear Energy Safety Authority.

4. It shall be the duty of the operator and all other persons concerned with nuclear fuel or radioactive products to take all necessary measures to ensure that no damage is caused as a result of radioactivity or other hazardous properties of the material.

Section 16 (Notification of operational interruptions and accidents)

It shall be the duty of the operator of a nuclear installation to notify the Nuclear Energy Safety Authority without delay of any accidents and any operational interruptions whatsoever which may have an important bearing on safety. The same applies to anyone engaged in activities which are subject to permit or notification requirements as laid down in, or given in pursuance of, Section 5, although in such a case the supervisory authority mentioned in Section 13, subsection 3 takes the place of the Nuclear Energy Safety Authority.

Section 17 (Ship's reactors, etc.)

The King may issue special administrative provisions for nuclear installations which are used or intended to be used in vessels or on other means of transport, and for the admission of such means of transport to Norwegian territory and their operation therein. Where special circumstances so warrant, the administrative provisions may contain rules which differ from the provisions of this Act, including rules on supervision, concessions and competent authorities.

CHAPTER III: COMPENSATION AND INSURANCE NUCLEAR LIABILITY

Section 18 (Territorial scope)

1. Damage caused by a nuclear incident which occurs in a non-contracting State shall not entitle the injured party to claim compensation under this Chapter. The same applies to nuclear damage which occurs in such a State, unless the incident occurred within this realm and the operator of a nuclear installation here is otherwise liable in respect of the incident under the provisions of this Chapter. If the operator of a nuclear installation in a foreign country is liable in respect of the incident, the provisions of the Installation State respecting the territorial scope of the liability shall determine whether the operator is liable under this Chapter in respect of nuclear damage that has occurred in a non-contracting State.

2. The King may decide that the provisions in this Chapter shall apply, in whole or in part, to nuclear damage which has taken place in this realm or in another contracting State or on the open sea, even if the incident has occurred in a non-contracting State. Such a decision may be made conditional upon reciprocity between Norway and the Contracting State concerned where the nuclear damage has taken place or where the injured party is domiciled.

3. The King may further decide that no compensation shall be payable under this Chapter or under other provisions concerning compensation in respect of nuclear damage which has taken place in a non-contracting State, except insofar as there is reciprocity by virtue of the legislation of such State or by virtue of an agreement. The King may make such decision generally applicable or applicable in relation to specified States.

4. Notwithstanding the provisions of this Section, recourse may be had against the operator concerned in accordance with the provisions of Section 28.

Section 19 (Equating a non-contracting State with a Contracting State)

The King may decide that a non-contracting State may be equated in whole or in part with a Contracting State for the purposes of the provisions of this Chapter.

Section 20 (Operator's liability for a nuclear incident in a nuclear installation)

The operator shall be liable to pay compensation for nuclear damage caused by a nuclear incident which occurs in his nuclear installation. However, this does not apply to nuclear damage which is attributable exclusively to the presence of nuclear substances which are merely stored temporarily in the installation incidental to their carriage, provided that another operator is liable for the damage by virtue of a written contract and such liability is compatible with the provisions of Section 21, of Section 23.

Section 21 (Liability in the course of carriage)

1. If a nuclear incident occurs during the carriage (including temporary storage incidental to carriage) of nuclear substances from a nuclear installation in this realm or in another Contracting State, the operator of such installation shall be liable to pay compensation for nuclear damage which is attributable to the presence of such substances, save as otherwise provided in the succeeding subsections of this Section.

2. If the incident occurs after the substances have been taken in charge by the operator of another nuclear installation in this realm or in another Contracting State, such operator shall be liable instead to pay compensation, save insofar as another date for the transfer of liability has been expressly stipulated by written contract between the consignor and the consignee. If the nuclear substances are being carried to, and are intended for use in, a nuclear reactor which acts as a source of power in a means of transport, the consignor is free of liability for any nuclear incidents which occur after the date on which the legally authorised operator of the said nuclear reactor installation in such means of transport has taken the substances in charge.

3. If the nuclear substances are consigned from a non-contracting State to a nuclear installation in this realm or in another Contracting State with the written consent of the operator of such installation, the latter shall be liable for any nuclear incident which occurs in the course of carriage. If nuclear substances are consigned from a nuclear reactor installation which acts as a source of power in a means of transport, to a nuclear installation in this realm or in another Contracting State, the consignee shall be liable for any nuclear incident which occurs after he has taken the substances in charge.

4. The consignor and the consignee shall ^{not} be liable in accordance with the provisions in the Paris Convention and in the Vienna Convention respectively, with regard to any nuclear incident which occurs during the carriage of nuclear substances from a nuclear installation in a foreign State, which is a party to only one of the said Conventions, to a nuclear installation in a foreign State which is a party to the other Convention only.

5. If at the time of the incident the nuclear substances concerned are being carried between countries which are not Contracting States or equated with such States, and if the nuclear incident occurs in Norwegian territory or on the high seas outside Norwegian territory, the general rules on compensation shall apply. The operator concerned or any other person on whose behalf the consignment is effected shall be liable irrespective of fault for the damage.

6. The King may issue administrative provisions respecting the cases in which, and the conditions subject to which, operators of nuclear installations in this realm shall or may enter into a contract respecting the transfer of liability under this Section (cf. subsections 1-3).

Section 22 (Operator's liability in other cases)

If at the time of the incident nuclear substances which have caused damage are neither located in a nuclear installation nor being transported, the party liable for the nuclear damage shall be the operator of the nuclear installation in a Contracting State who had the nuclear substances in his possession at the time of the incident or most recently prior to the incident. However, if the nuclear substances were in the course of carriage and if no operator in a Contracting State had acquired possession thereof between the interruption of the carriage and the incident, compensation for the damage shall be payable by the operator or other person who at the time when the carriage was interrupted was liable by virtue of Section 21 in respect of nuclear incident in the course of carriage. If the nuclear substances had last come from a non-contracting State in any other manner, and no operator in a Contracting State had acquired possession thereof prior to the incident, the provisions of Section 21, subsection 5 shall apply correspondingly.

Section 23 (Carrier's assumption of liability)

The King may, upon the application of a carrier or similar person who undertakes carriage coming within the scope of Section 21, decide that the applicant shall be liable instead of the operator of a nuclear installation in this realm for nuclear incidents occurring in the course of carriage. Such decision may not be taken without the consent of the operator or in the absence of a declaration of security in accordance with Section 37. If such decision is taken, whatever applies by virtue of this Act to the operator shall apply instead to the applicant as regards a nuclear incident in the course of carriage. The same shall apply where a corresponding decision is taken by virtue of the law of another Contracting State as regards any damage for which the operator of a nuclear installation in such State would otherwise be liable.

Section 24 (Absolute liability, etc.)

1. The operator is liable even though he is not at fault for the damage.
2. The operator of a nuclear installation in this realm shall not be liable under the provisions of this Chapter if the nuclear incident is directly due to an act of war or similar act in the course of an armed conflict, invasions, civil war or insurrection, or if it is directly attributable to a grave natural disaster of an exceptional nature. In such cases the liability of an operator of a nuclear installation in a foreign country shall be governed by the law of the Installation State.
3. Compensation for non-financial damage shall be payable only if the operator of the installation is liable for the damage by virtue of the provisions in Sections 19 or 21 of the Act concerning the Entry into Force of the General Civil Penal Code.

Section 25 (Special provisions concerning damage to the installation itself and to means of transport)

1. Subject to subsection 2 of Section 27, the provisions of this Chapter shall not apply to damage caused to the nuclear installation itself or to any property which at the time of the incident was on the installation site and was being used or was there to be used in connection with that installation.
2. Subject to the limitations given in subsection 3 of Section 30, the liability of an operator of a nuclear installation in this realm also comprises damage which is caused in the course of carriage to the means of transport on which the nuclear substances causing the damage were located when the nuclear incident occurred. If the operator of an installation in another Contracting State is liable in respect of the incident, the question of his liability for damage to the means of transport shall be decided in accordance with the law of the Installation State.

Section 26 (Contributory responsibility of injured party)

If an injured party has contributed to the damage either wilfully or through gross negligence the compensation may be modified.

Section 27 (Claims against persons other than the operator)

1. Claims for compensation for nuclear damage may not be brought against any person other than the operator concerned or his insurer or guarantor, provided that the operator is liable under the provisions of this Chapter or under corresponding provisions in another Contracting State. The same applies even if the claim against the operator etc. has been extinguished by reasons of statutory limitations, cf. Section 34.
2. Claims for compensation for nuclear damage for which the operator is not liable under Section 24, subsection 2 or Section 25 or corresponding provisions under the legislation of another Contracting State, may only be enforced against an individual person who has himself wilfully caused the damage. In cases of damage to a means of transport, as mentioned in the second sentence of subsection 2 in Section 25, the operator shall furthermore -

irrespective of provisions concerning liability exemptions under the legislation of the Installation State - be liable in accordance with the general rules of the law of torts.

3. The provisions of this Section shall not preclude claims for compensation under any international agreement in the field of transport or under legislation based on the principles of such agreement, provided that the said agreement was in force or was open for signature, ratification or accession on 29th July 1960.

4. The provisions of Sections 39-44 shall apply as regards cover out of Government Funds.

Section 28 (Recourse against the operator)

1. Anyone liable to pay compensation in this realm or in a foreign country pursuant to the provisions in Section 27, subsection 3 or pursuant to the legislation of a non-contracting State may claim recourse against the operator or guarantor concerned within the limits applicable to compensation under this Chapter and subject to the exceptions provided for in this Section.

2. If the nuclear incident occurred or the damage arose in a non-contracting State, recourse against the operator, who but for Section 18 would have been held liable for the damage, may only be claimed by a person having his principal place of business in this realm or in another Contracting State or by the servant of such a person. However, in the case of carriage within the meaning of Section 21, subsection 1, to a consignee in a non-contracting State, the liability of the consigning operator shall not in any circumstances extend to a nuclear incident which occurs after the nuclear substances are unloaded in the territory of the country of destination from the means of transport which conveyed it to that country. In the case of carriage coming within the scope of Section 21, subsection 2, from a consignor in a non-contracting State the liability of the consignee shall not extend to a nuclear incident which occurs before the nuclear substances are loaded on to the means of transport which is to convey it from the territory of the consigning State.

3. Recourse within the meaning of this Section cannot be claimed if the claimant has, by means of a contract with the operator, expressly undertaken to cover damage or is otherwise obliged to provide cover for the damage under Section 33.

4. If an agreement with a foreign State so requires, the King may issue administrative provisions whereby -

- a) only nationals of or institutions or enterprises domiciled in a State which has acceded to the Vienna Convention shall be entitled to enforce claims for recourse under this Section against an operator of a nuclear installation in a State which has acceded to the Vienna Convention but not to the Paris Convention;
- b) claims for recourse in cases coming within the scope of subsection 2 of this Section shall not be enforceable against the operator of a nuclear installation in a State which has acceded to the Vienna Convention but not to the Paris Convention and whereby such State shall not be regarded as a Contracting State for the purposes of the said provision.

Section 29 (Damage which is equated with nuclear damage, etc.)

1. If any person has sustained simultaneously both nuclear damage entitling him to compensation under this Chapter and other damage, the entire damage shall be equated with nuclear damage for the purposes of this Chapter to the extent that it is not reasonably possible to separate one type of damage from the other.

2. The provisions of subsection 1 shall not in any way affect the liability of persons other than the operator liable, who by virtue of other legislation may be liable in respect of damage caused by ionizing radiation which does not come within the scope of this Chapter.

Section 30 (Limitation of liability)

1. The total liability of the operator in respect of nuclear damage caused by one and the same nuclear incident shall, as a rule, be limited to 70 million kroner. In special cases the King may, having regard to the size and nature of the installation, the extent of the carriage involved as well as other circumstances, prescribe a different limitation of liability, which may not be less than 35 million kroner.

2. If the nuclear installation of the operator liable is situated in another Contracting State, the law of such State as concerns limitation of liability shall apply, even if Norwegian law is otherwise applicable.

3. If, in the case of a nuclear incident in the course of carriage, nuclear damage is caused to the means of transport on which the nuclear substances causing the damage were located when the incident occurred, liability in respect of such damage shall not have the effect of limiting liability in respect of other nuclear damage to an amount lower than the equivalent of 5 million units of account within the meaning of the European Monetary Agreement of 5th August 1955, as laid down on 29th July 1960.

4. The limitation prescribed in subsections 1-3 of this Section shall not apply to interest and litigation costs.

Section 31 (Damage caused by two more more installations)

1. If two or more operators are liable for compensation in respect of the same damage they shall be jointly and severally liable towards the injured parties, but each operator shall be liable only up to the limit of liability established with respect to him under Section 30. However, if the damage is the result of a nuclear incident during the carriage of nuclear substances, and the substances are located on one and the same means of transport, or under temporary storage in one and the same nuclear installation, the maximum total amount for which such operators shall be liable shall be the maximum limit of liability established with respect to any of them under Section 30, provided that their nuclear installations are situated in the same State or in States which have acceded to the same convention.

2. Liability shall be shared by the operators with due regard to each installation's share in the damage and to all other relevant circumstances.

Section 32 (Apportionment of claims exceeding the limitation of liability)

1. If the amount of liability under Section 30, cf. Section 31, is not sufficient to satisfy in full the claims of all injured parties, the compensation and the relevant interest shall be reduced proportionally. Such reduction must be authorised by a decision of the probate court (skifterett).

2. The Ministry may decide that compensation for personal injuries shall be given preferential liability coverage up to such an amount per person as the Ministry shall determine.

3. If, after a nuclear incident has occurred, there is reason to believe that the total damage will exceed the maximum amount of liability under Section 30, cf. Section 31, the operator liable and his insurer or guarantor shall ensure as soon as possible that the Ministry shall receive written notification of this fact together with full particulars as to the extent of the damage. In such cases the Ministry may decide that until further notice the injured parties shall be paid such proportion of their claims for compensation as, in the light of the claims filed, there is considered to be cover for, or only such proportion as there is cover for after a reserve has been set aside to cover possible subsequent claims.

4. The King may issue administrative provisions to supplement the provisions of this Section. Save as otherwise provided by the King, the Probate Act (skifteloven) shall apply correspondingly, in so far as it is relevant to decisions of the probate court (skifteretten) under this Section. The provisions of Sections 45 and 46 with respect to territorial jurisdiction shall apply to the probate court. The King may decide that a Norwegian probate court shall have jurisdiction if the nuclear installation concerned is situated in this realm irrespective of whether actions concerning liability would otherwise come within Norwegian jurisdiction.

Section 33 (Recourse by the operator)

An operator who is liable under this Chapter or corresponding provisions in another Contracting State shall not be entitled to seek recourse against another party in respect of such liability unless the party concerned:

- (a) has expressly undertaken by contract to cover the damage, or
- (b) is an individual who has himself wilfully caused the damage, or
- (c) is liable in respect of ionizing radiation within the meaning of Section 39, subsection 2 or
- (d) is a jointly liable operator (cf. Section 31, subsection 2).

Section 34 (Extinction of claim for compensation after expiry of 10 years)

1. Whether or not a claim for compensation or recourse against an operator has become barred by limitation earlier under the general provisions respecting statutory limitation, it shall be extinguished

if it is not recognised or legal action has not been instituted within ten years after the nuclear incident to which it relates.

2. If the nuclear incident is attributable to nuclear substances which have been stolen, lost or abandoned and have not been recovered at the time of the incident, a claim for compensation in respect of nuclear damage caused by such incident shall not lie against the operator after the expiry of twenty years from the date of the theft, loss or abandonment.

3. If under a convention two or more Contracting States have jurisdiction (cf. Section 45) in respect of the claim for compensation, the claim shall subsist even if:

- (a) action for the satisfaction of the claim is instituted in one such foreign Contracting State within the time-limits in force in that State and before jurisdiction is assigned exclusively to another country by a decision of the international Tribunal referred to in Article 17 of the Paris Convention or in any other manner prescribed by a convention, or
- (b) a request is submitted in due time to the appropriate authority in a Contracting State for the institution of proceedings for a decision as to jurisdiction in accordance with the Paris Convention or the Vienna Convention.

Where jurisdiction is assigned to Norway by a decision within the meaning of sub-paragraph (a) or sub-paragraph (b) above, the effect of the timely judicial proceedings or request shall be extinguished if the claim is not subsequently instituted in this realm within such period as may be fixed by the said international Tribunal or in any other manner prescribed by a convention or - if no such period is fixed - within six months after the date of the decision.

4. This Section shall not apply to the State's right of recourse against operators under Section 39, subsection 2, sub-paragraph b) or Section 44.

Section 35 (Insurance or other security)

1. In order to cover liability in respect of nuclear damage under this Chapter or corresponding provisions in another Contracting State, the operator of every nuclear installation in this realm shall take out and maintain in force such insurance or shall furnish such other security as the Ministry sees fit to authorise.

2. The Ministry may, however, approve insurance or other security which is limited to a fixed amount per installation for a certain term, and which consequently does not fully cover the maximum liability in respect of every possible nuclear incident (cf. Section 30), provided that the amount is at least 20 per cent greater than the maximum liability for each separate incident. If the damage that has occurred is believed to have resulted in the insurance or the security having fallen below the maximum liability per incident, the Ministry shall revoke the authorisation until such time as the insurance or security has been brought up to the original amount.

3. The Ministry may approve separate insurance or other security to cover liability in respect of nuclear incidents which may occur in the course of carriage.

4. It shall be the duty of the operator to obtain in good time the Ministry's decision as to when an insurance or security must come into force. The Ministry shall decide with binding effect on the operator how long the latter shall be required by law to maintain an insurance or security in force.

Section 36 (Exemption for the State; security in the form of a State guarantee)

1. The State shall not be required to furnish security.

2. Where the public interest so requires, the King may, by means of a State guarantee, within such limits and subject to such conditions as the Storting may prescribe, furnish security within the meaning of Section 35 in favour of an operator.

Section 37 (Declaration of security)

1. The insurer or the person furnishing security (hereinafter referred to as "the guarantor") shall submit to the competent authority a declaration of security in favour of possible injured parties, in such form and containing such particulars as the Ministry may prescribe. Every declaration of security shall confirm, inter alia, the following conditions which shall apply to the security until such time as it is replaced by a new authorised security:

- (a) The injured parties shall be entitled to deal directly with the guarantor notwithstanding the relationship between the latter and the operator liable;
- (b) The security shall be valid for an unlimited period and irrespective of any change in the identity of the owner or operator of the nuclear installation. However, security for carriage may be limited to the duration of the carriage. The Ministry shall moreover have general power to authorise in special circumstances security of limited duration;
- (c) The security may only be revoked or otherwise terminated upon at least two months' prior notice in writing to the competent authority. As far as a nuclear incident is concerned which occurs in the course of carriage commenced before the notice reached its destination the security shall remain in force during the period of the carriage in question;
- (d) In the case of damage caused by a nuclear incident which occurs while the security is in force, the injured parties may also invoke the security after it has been terminated.

2. If and as soon as a claim for compensation can be enforced in this realm under this Chapter, the provisions of subsection 1, (a) - (d) of this Section shall automatically apply correspondingly

as regards the claim, notwithstanding that the relationship between the guarantor and the operator is otherwise governed by the legislation of a foreign country and whether or not the installation of the operator liable is situated in a foreign country.

Section 38 (Certificate of financial security for carriage)

1. Whenever a nuclear substance is consigned to or from a foreign country (including cases involving transit through this realm) the operator liable pursuant to this Chapter shall furnish the carrier with a certificate issued by or on behalf of the insurer or other guarantor who has furnished security to cover the liability. The carrier may not commence carriage in this realm before obtaining the certificate. The certificate shall contain the following:

- (a) the name and address of the operator liable and particulars as to the material and the carriage in respect of which the security applies and as to the amount, type and duration of the security; and
- (b) a declaration from the authority appointed by the Ministry (or from the competent authority in a foreign country, where appropriate) to the effect that the person named is an operator within the meaning of the Paris Convention or of the Vienna Convention.

2. The person issuing a certificate or the person on whose behalf it is issued shall be responsible for ensuring that the certificate correctly gives the name and address of the operator liable and the amount, type and duration of the security.

3. The Ministry may issue rules respecting the form of the certificate.

Section 39 (State responsibility for fulfilment of operator's liability)

1. Within the limits of the amount of liability prescribed in Section 30, subsection 1, cf. subsections 3 and 4, the State shall guarantee fulfilment of the liability in respect of nuclear incidents which operators of nuclear installations in this realm have by virtue of this Chapter or corresponding provisions in another Contracting State. However, this does not apply to possible liability in respect of nuclear incident as provided for in Section 24, subsection 2.

2. The State may only claim recourse for expenditure under this Section:

- (a) from a person who is liable for recourse to the operator concerned under Section 33;
- (b) from the operator himself if he has failed to discharge his obligation to take out and maintain in force insurance or to furnish other security in accordance with Section 35, or if the security has expired, or
- (c) from the guarantor concerned, in so far as he is liable in respect of the damage.

Section 40 (Supplementary payments out of Government Funds under the Supplementary Convention)

1. To the extent that a claim for compensation against an operator of a nuclear installation used for peaceful purposes situated in this realm or in another State which has acceded to the Supplementary Convention cannot be satisfied by reason of the limitation of liability under Section 30, cf. Section 31, but can in other respects be brought - and has been brought in due time - against the operator in accordance with the provisions of this Chapter, the claims shall be paid out of Government Funds up to the limits prescribed in Section 41 provided that:

- (a) at the time of the incident the installation of the operator liable was included in the list referred to in Article 13 of the Supplementary Convention, and
- (b) actions in respect of the operator's liability come under Norwegian jurisdiction by virtue of Section 45; and
- (c) the nuclear incident did not occur exclusively in a State which has not acceded to the Supplementary Convention; and
- (d) the claims relate to nuclear damage which has arisen
 - (i) in this realm or in another State which has acceded to the Supplementary Convention, or
 - (ii) on or over the high seas on board a vessel or aircraft registered in a State which has acceded to the Supplementary Convention, or
 - (iii) otherwise on or over the high seas, by a national of such a Contracting Party or a person equated by the Contracting Party with its own nationals, provided, however, that it shall be a further condition in the case of damage caused to a vessel or aircraft that at the time of the incident such ship or aircraft was registered in a Contracting Party.

2. For the purposes of this Section the expression "national of a Contracting Party" shall be deemed to include the State itself, its administrative divisions or units as well as any public corporation or private company, society, foundation, partnership or any other association which has its registered address in, or is otherwise domiciled in, such a State. A person who is domiciled in Norway or in Denmark shall also be equated with a Norwegian or Danish national, as the case may be. The expression "national of another of a Contracting Party" shall, in appropriate cases, be deemed to include a person who is regarded as domiciled in such State by virtue of the legislation thereof and who, by virtue of a decision of the Government of that State, is to be treated as a national as regards entitlement to compensation under the Supplementary Convention.

3. Irrespective of whether the operator is liable, claims arising out of nuclear incident coming within the scope of subsection 2 of Section 24 or damage within the meaning of Section 25 shall not qualify for payment out of Government Funds under this Section. Claims for recourse under subsection 1, cf. subsection 3 of section 28 may so qualify to the extent that this Section is applicable, provided that nothing to the contrary is stipulated in a contract entered into with the operator liable or with the State.

4. The King may decide that the operator or his guarantor, whichever is appropriate, shall, in accordance with the rules prescribed, have charge of the compensation settlement also as regards the supplementary payments.

Section 41 (Limitation of supplementary payments, etc.)

1. The aggregate amounts of compensation which may be claimed in respect of nuclear damage resulting from one and the same nuclear incident, partly from the operator or operators liable under the provisions of this Chapter and partly out of Government Funds under Section 40, shall not exceed an amount in Norwegian kroner equivalent to 120 million units of account within the meaning of the European Monetary Agreement of 5th August 1955, as laid down on 29th July 1960. This shall not include interest and litigation costs.

2. If an agreement concerning payment out of Government Funds within the meaning of Article 15 of the Supplementary Convention has been concluded between a Contracting State within the meaning of that Article and another State, and if the agreement covers a nuclear incident to which Section 40 of this Act applies, compensation under such agreement shall also be included in the maximum amount prescribed in subsection 1.

3. If the maximum amount prescribed in subsection 1, cf. subsection 2, is not sufficient to ensure full satisfaction of all claims, the amounts of compensation together with the relevant interest shall be reduced proportionally. The provisions of Section 32 shall apply correspondingly.

Section 42 (State liability for certain delayed effects of personal injury)

1. Liability for compensation which has become extinguished by reason of the 10 and 20-year time-limits stipulated in Section 34 or corresponding provisions in another Contracting State, shall be covered by the State if the claim relates to personal injury sustained in this realm as a result of a nuclear incident for which the operator of a nuclear installation in Norway was liable, provided that there is a valid reason why the claim was not brought against the operator in due time. In order to subsist, the claim must be brought by legal action against the Ministry concerned before the date on which the operator's liability would have been barred by limitation under the general Norwegian provisions respecting statutory limitation and not later than thirty years after the date of the nuclear incident. If other claims arising out of the same incident have not been satisfied in full by reason of the limiting provisions of Section 32 or Section 41 (as the case may be) or by virtue of corresponding provisions in another Contracting State, there shall be a proportionate reduction of the compensation out of Government Funds under this Section.

2. The King may decide that compensation shall be paid under this Section subject to specified conditions, even if the nuclear damage arose outside this realm.

Section 43 (State liability in the case of certain discrepancies between the Paris Convention and the Vienna Convention)

1. If the operator of a nuclear installation in this realm would, by virtue of the legislation of two or more Contracting States, partly in accordance with the Paris Convention and partly with the Vienna Convention, be liable to pay amounts of compensation which in the aggregate exceed his maximum liability under Section 30, cf. Section 31, the King may decide that the State shall pay the amount in excess in so far as this is necessary. However, this shall not apply where the damage can be covered by a supplementary payment under Section 40 or in any other way under the provisions of the Supplementary Convention.

2. The provisions of Section 40, subsection 4 shall apply correspondingly in respect of the compensation settlement.

Section 44 (The State's right of recourse)

Except as otherwise provided under this Chapter or under an agreement with a foreign State, the State may only claim recourse in respect of disbursements under Sections 40 to 43 from an individual who has himself caused the damage wilfully, from a person who is liable for ionizing radiation within the meaning of Section 29, subsection 2 or, under the terms of a contract, from a person who has expressly undertaken to cover the damage. The same shall apply, as regards recourse for other payments under the Supplementary Convention arising out of a nuclear incident for which the operator of a nuclear installation in this realm or in another Contracting State is liable under the legislation in any such State.

Section 45 (Norwegian jurisdiction)

1. Actions concerning the liability of an operator or his guarantor in respect of nuclear damage under this Chapter shall be brought in a Norwegian court of law:

- (a) if the nuclear incident has occurred wholly or partly in Norwegian territory or (in cases to which Section 21, subsection 5, cf. Section 22, is applicable) on the high seas outside Norwegian territory, or
- (b) if the nuclear installation concerned is situated in this realm and the incident occurred outside the territory of any Contracting State or the place of the incident cannot be determined with certainty.

2. Actions concerning claims against an operator or his guarantor under Section 27, subsection 2, second sentence, Section 31, subsection 2, Section 39, subsection 2 or Section 44 may also be brought in Norway if a Norwegian court has jurisdiction under the general rules of procedure.

3. Notwithstanding the above, actions concerning liability may not be brought or continued in a Norwegian court under this Section if:

- (a) the international Tribunal referred to in Article 17 of the Paris Convention decides that the courts in another Contracting State shall have exclusive jurisdiction as regards actions concerning liability, or
- (b) the King decides, in order to comply with provisions concerning jurisdiction contained in an agreement with a foreign State, that the case shall not come within Norwegian jurisdiction.

4. The competent Ministry may, either on its own initiative or at the request of an interested party, request the aforesaid international Tribunal to decide in which State actions shall be brought. If it is necessary in order to comply with provisions concerning jurisdiction, etc., in an agreement with a foreign State or to secure the bringing of claims against an operator this realm or his guarantor in accordance with the provisions of this Chapter, the King may decide that actions concerning liability for a nuclear incident shall come within Norwegian jurisdiction, even in cases where this does not follow from the provisions of subsection 1 or subsection 2 above.

Section 46 (Local jurisdiction in this realm)

1. Except as otherwise provided below in this Section, actions which, under Section 45, come within Norwegian jurisdiction may only be brought in the judicial district in this realm in which the nuclear incident occurred.

2. If the nuclear incident occurred outside the realm, actions may only be brought in the judicial district in which the relevant nuclear installation in Norway is situated, or (where the case relates to the liability of an operator of a nuclear installation abroad) in accordance with Section 39 of the Administration of Justice Act (domstolloven).

3. If under the foregoing provisions actions concerning liability in respect of the same nuclear incident can be brought in more than one judicial district, the Ministry concerned shall decide where the case is to be tried. However, actions coming within the scope of Section 45, subsection 2 may nevertheless be brought in any judicial district having jurisdiction of the case by virtue of the general rules of procedure. On receipt of an application the Ministry may also decide on the question of jurisdiction if it cannot be determined with certainty in which judicial district actions must be brought in accordance with the foregoing provisions. Chapter 2 of the Administration of Justice Act (domstolloven) shall apply.

4. Proceedings against the State under Sections 39-43 shall be brought in the judicial district having jurisdiction under the foregoing provisions of this Section to try actions against the operator in respect of the same nuclear incident.

Section 47 (Recognition and enforcement of foreign judgments)

1. A judgment against an operator or his guarantor in a case concerning liability in respect of nuclear damage shall have binding effect and shall be enforceable in this realm subject to the limitation of liability under Section 30, cf. Section 31, if such judgment has been pronounced in accordance with the Paris Convention or the Vienna Convention by a court of law in a Contracting State and is enforceable in that State. This shall not apply to interim judgments. Enforcements shall be effected in accordance with the provisions of the Compulsory Enforcement Act and there shall be no review of the merits of the case other than that allowed by the relevant Convention.

2. An application for the enforcement of a foreign judgment shall be made to the competent court of execution proceedings (namsrett) together with:

- (a) certified copy of the judgment;
- (b) a declaration from the authorities in the country of the court that the judgment concerns compensation for nuclear damage by virtue of the provisions of the Convention and that it is enforceable in that country; and
- (c) an authorised translation into Norwegian of any document in a foreign language other than Danish or Swedish.

3. The provisions of this Section shall apply correspondingly to judicial settlements having the force of a court judgment.

Section 48 (Ship's reactors, etc.)

1. In the absence of any express provision to the contrary, the provisions of this Chapter shall not apply to a nuclear reactor which is comprised in a vessel or other means of transport and which is used or intended for use as a source of power.

2. The King may make the provisions of this Chapter wholly or partly applicable, with the necessary modifications, to such nuclear reactors. The King may also lay down rules which are wholly or partly based on international agreement, even if Norway has not acceded to the agreement concerned. In all cases the operator's liability may be limited to such amounts as the King determines. Provisions made pursuant to this subsection may be made generally applicable or be applicable to a particular vessel or other means of transport only.

CHAPTER IV: MISCELLANEOUS PROVISIONS

Section 49 (Public safety precaution measures)

The King may decide that municipal and county authorities in the area in which a nuclear installation has been or is being constructed, or in the danger area surrounding such installation, shall collaborate with the operator with respect to safety measures for the protection of the population in the area. Under rules to be issued by the King a plan should be prepared for safety and relief measures in the event of an incident including, where necessary, compulsory evacuation.

Section 50 (Registration etc. of damage)

Where a nuclear incident has occurred the Ministry may order that all persons who were in the danger area at the time of the incident shall notify the health council or the police of that fact within a specified time-limit and furnish the information required for the registration of damage and potential damage and undergo a medical examination upon summons or notification by the health authorities.

Section 51 (Supervision to ensure the peaceful utilisation of nuclear energy)

The King may issue such administrative provisions as are necessary to ensure and to ascertain by supervision that nuclear installations, nuclear fuel and radioactive products are used for peaceful purposes only. The King may decide, *inter alia*, that Norwegian and foreign inspectors shall, for the purposes of supervision be entitled to obtain access to places in which installations or materials as aforesaid are located, or where there is reason to believe that such materials are located. To the extent that an agreement with a foreign State so provides, foreign inspectors shall be authorised to accompany Norwegian inspectors and to familiarise themselves with material under supervision (*kontrollmateriale*).

Section 52 (Right of pre-emption and requisition)

Whenever necessary to secure supplies for public needs the Government may, subject to compensation, requisition nuclear fuel and radioactive products. To the extent that the material is required for purposes of supervision, it may be requisitioned without compensation.

Section 53 (Obligation to preserve secrecy)

Subject to the limitations arising out of the duties specified in this Act, it shall be the duty of every person to preserve secrecy respecting technical or business secrets which come to his knowledge by reason of his position according to this Act or concerning other circumstances which are not public knowledge. Nor may such person use such information for commercial purposes.

Section 54 (Provisions to supplement this Act)

The King may issue administrative provisions to supplement this Act.

Section 55 (Penal provisions)

1. Any person who
 - (a) wilfully or through negligence violates any provision given in, or in pursuance of, Chapter II or Sections 50, 51, 53 or 54, or
 - (b) in contravention of the provisions of this Act, fails to take out insurance or to maintain it or to comply with orders respecting other security under Section 35

shall be liable to a fine or to imprisonment for a period not exceeding one year, or to both such penalties.

2. Anyone who is guilty of complicity in such offences shall be liable to the same penalties.

Section 56 (Confiscation)

Nuclear fuel and radioactive products with which anyone has been concerned in violation of the provisions given in, or in pursuance of, Chapter II or Sections 51 or 54, may, by virtue of a judgment, be confiscated from the guilty party or from the person on whose behalf the guilty party has acted, without penal proceedings having been, or been capable of being instituted against anyone.

Section 57 (Fees and dues)

1. A fee shall be payable for the consideration by the authorities of an application for concession.

The fee shall accompany the application for concession or be paid at such installment rates as the Ministry determines.

2. For the supervision undertaken by the Nuclear Energy Safety Authority in connection with the construction and operation of nuclear installations, dues covering such supervision shall be paid.

3. The said fees and dues shall be determined by the King.

Section 58 (Entry into force, etc.)

This Act shall enter into force from such date as decided by the King. Sections 40 and 41 may be entered into force at a later date than that applicable to the remainder of the Act.

This Act shall also apply to Svalbard (Spitzbergen), Jan Mayen and the Norwegian non-metropolitan territories, except as otherwise provided by the King. The King may prescribe such amendments as the local conditions may require.

The operator of a nuclear installation which is under construction or in operation at the entry into force of this Act shall, within three months of that date, make application for a

concession and authorisation under Chapter II. The Ministry may give temporary permission until such time as the application has been determined.

Section 59 (Amendments to other Acts)

1. Upon the entry into force of this Act, the following provisions of the Act of 27th February 1930 (No. 3) concerning Bouvet Island, Peter 1 Island and Queen Maud Land etc., shall be amended to read:

Section 3

Without the consent of the King it shall be prohibited to carry out a nuclear explosion or to dispose of radioactive waste in the area referred to in Section 1. The prohibition shall also apply to complicity in such offences.

Section 8

Any person who wilfully or through negligence violates Sections 4 and 5 of this Act or provisions issued under the said Sections or under Section 7 shall be liable to a fine or to imprisonment for a period not exceeding one year or to both such penalties.

2. On the same date the following provisions of the Act of 17th June 1966 (No. 12) concerning National Insurance shall be amended to read:

Section 11-12 subsection 4

In the case of accidents qualifying for compensation under the Act on compensation for damage caused by motor vehicles (the Motor Vehicle Liability Act) or under the Act concerning Nuclear Energy Activities the provisions of subsection 2, sub-paragraph(c), cf. subsection 1, shall not entail any restriction of the injured party's right to claim full compensation of the insurance sum under the Motor Vehicle Liability Act or the limited liability amount under the Nuclear Energy Act respectively with regard to that proportion of the damage which is not covered by the payments he receives from the National Insurance Scheme under this Chapter.

Section 11-12 subsection 5, second paragraph

The compensation which the injured party or his survivors may claim from other persons under the provisions of this Section shall be determined in accordance with general legislative provisions. However, if the injury has been caused by a motor vehicle used under an insurable activity or by a nuclear incident which has occurred under an insurable activity the claim for compensation shall lapse as regards an amount corresponding to the Insurance Scheme's expenditures and liability on account of the damage.

3. On the same date, sub-paragraph (d) of the first paragraph in Section 2 of the Act of 3rd February 1961 concerning compensation for damage caused by motor vehicles (the Motor Vehicle Liability Act), shall be amended to read:

"d) is nuclear damage within the meaning of Chapter III (compensation and insurance) of the Act concerning Nuclear Energy Activities."

4. On the same date the following new fourth paragraph shall be inserted in Section 33 of the Act of 20th June 1964 No. 5 concerning drugs and poisons:

"This Section shall not apply to a person holding a corresponding permit under the Act concerning Nuclear Energy Activities".