

**ZU URKUND DESSEN** haben die unterzeichneten, hierzu gehörig befugten Bevollmächtigten dieses Protokoll mit ihren Unterschriften versehen.

**GESCHEHEN ZU Paris** am 12. Februar 2004 in deutscher, englischer, französischer, italienischer, niederländischer und spanischer Sprache, wobei jeder Wortlaut gleichermassen verbindlich ist, in einer Urschrift, die beim Generalsekretär der Organisation für Wirtschaftliche Zusammenarbeit und Entwicklung hinterlegt wird ; dieser übermittelt allen Unterzeichnern und allen beitretenden Regierungen beglaubigte Abschriften.

**IN WITNESS WHEREOF**, the undersigned Plenipotentiaries, duly empowered, have signed this Protocol.

**DONE** at Paris, this 12th day of February 2004 in the English, Dutch, French, German, Italian and Spanish languages, the six texts being equally authoritative, in a single copy which shall be deposited with the Secretary-General of the Organisation for Economic Co-operation and Development by whom certified copies will be communicated to all Signatories and acceding Governments.

**EN FE DE LO CUAL** los Plenipotenciarios infrascritos, debidamente habilitados, estampan sus firmas al pie del presente Protocolo.

**HECHO** en París, el 12 de febrero 2004, en español, en alemán, en francés, en inglés, en italiano y en neerlandés, los seis textos dando igualmente fé, en un ejemplar único que será depositado en poder del Secretario General de la Organización de Cooperación y Desarrollo Económicos, el cual entregará una copia certificada conforme del mismo a todos los signatarios y a los Gobiernos que se adhieran.

**EN FOI DE QUOI** les Plénipotentiaires soussignés, dûment habilités, ont apposé leurs signatures au bas du présent Protocole.

**FAIT** à Paris, le 12 février 2004 en français, en allemand, en anglais, en espagnol, en italien et en néerlandais, les six textes faisant également foi, en un seul exemplaire qui sera déposé auprès du Secrétaire Général de l'Organisation de Coopération et de Développement Economiques qui en communiquera une copie certifiée conforme à tous les Signataires et aux Gouvernements adhérents.

**IN FEDE DI CHE**, i Plenipotenziari sottoscritti, debitamente abilitati, hanno apposto le loro firme in calce al presente Protocollo.

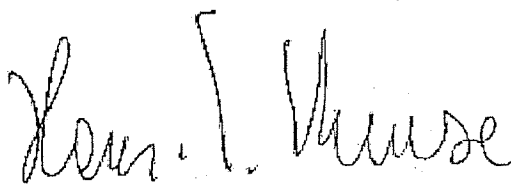
**FATTO** a Parigi, il 12 febbraio 2004, in italiano, francese, inglese, olandese, spagnolo e tedesco, i sei testi facenti ugualmente fede, in un solo esemplare che sarà depositato presso il Segretario Generale dell'Organizzazione per la Cooperazione e lo Sviluppo Economici che ne rilascerà copia conforme autenticata a tutti i Firmatari ed ai Governi aderenti.

**TEN BLIJKE WAARVAN** de daartoe behoortijk gemachtigde gevolmachtigden dit Protocol hebben ondertekend.

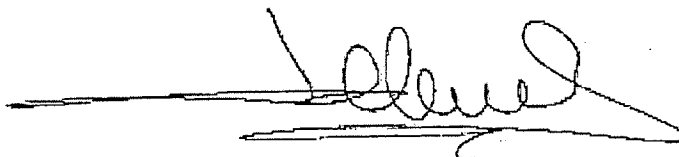
**GEDAAN** te Parijs, op 12 februari 2004, in de Nederlandse, de Duitse, de Engelse, de Franse, de Italiaanse en de Spaanse taal, zijnde de zes teksten gelijkelijk authentiek, in één enkel exemplaar dat zal worden nedergelegd bij de Secretaris-Generaal van de Organisatie voor Economische Samenwerking en Ontwikkeling, die gewaarmerkte afschriften daarvan zal doen toekomen aan alle ondertekenende en toetredende Regeringen.



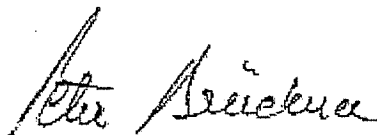
Für die BUNDESREPUBLIK DEUTSCHLAND :  
 For the FEDERAL REPUBLIC OF GERMANY :  
 Por la REPÚBLICA FEDERAL DE ALEMANIA :  
 Pour la RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE :  
 Per la REPUBBLICA FEDERALE DI GERMANIA :  
 Voor de BONDSREPUBLICK DUTSCLAND :



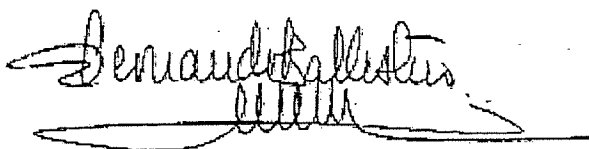
Für BELGIEN :  
 For BELGIUM :  
 Por BÉLGICA :  
 Pour la BELGIQUE :  
 Per il BELGIO :  
 Voor BELGIE :



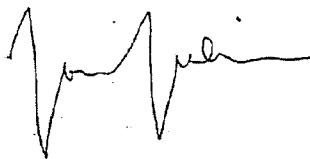
Für DÄNEMARK :  
 For DENMARK :  
 Por DINAMARCA :  
 Pour le DANEMARK :  
 Per la DANIMARCA :  
 Voor DENEMARKEN :



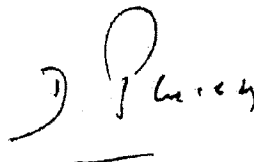
Für SPANIEN :  
 For SPAIN :  
 Por ESPAÑA :  
 Pour l'ESPAGNE :  
 Per la SPAGNIA :  
 Voor SPANIE :



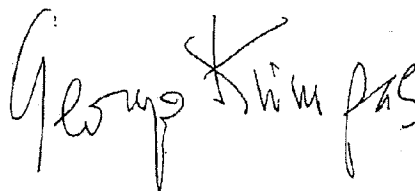

Für FINNLAND :  
For FINLAND :  
Por FINLANDIA :  
Pour la FINLANDE :  
Per la FINLANDIA :  
Voor FINLAND :



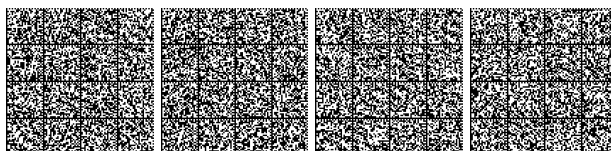
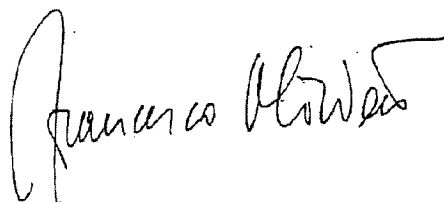
Für FRANKREICH :  
For FRANCE :  
Por FRANCIA :  
Pour la FRANCE :  
Per la FRANCIA :  
Voor FRANKRIJK :



Für GRIECHELAND :  
For GREECE :  
Por GRECIA :  
Pour la GRÈCE :  
Per la GRECIA :  
Voor GRIEKENLAND :



Für ITALIEN :  
For ITALY :  
Por ITALIA :  
Pour l'ITALIE :  
Per l'ITALIA :  
Voor ITALIE :

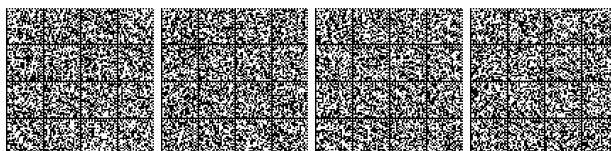


Für NORWEGEN :  
 For NORWAY :  
 For NORUEGA :  
 Pour la NORVÈGE :  
 Per la NORVEGIA :  
 Voor NOORWEGEN :

Für die NIEDERLANDE :  
 For the NETHERLANDS :  
 For los PAISES BAJOS :  
 Pour les PAYS-BAS :  
 Per i PAESI BASSI :  
 Voor NEDERLAND :

Für PORTUGAL :  
 For PORTUGAL :  
 For PORTUGAL :  
 Pour le PORTUGAL :  
 Per il PORTOGALLO :  
 Voor PORTUGAL :

Für das VEREINIGTE KÖNIGREICH  
 GROSSBRITANNIEN UND NORDIRLAND :  
 For the UNITED KINGDOM OF GREAT BRITAIN  
 AND NORTHERN IRELAND :  
 For el REINO UNIDO DE GRAN BRETAÑA  
 E IRLANDA DEL NORTE :  
 Pour le ROYAUME-UNI DE GRANDE-BRETAGNE  
 ET D'IRLANDE DU NORD :  
 Per il REGNO UNITO DI GRAN BRETAGNA  
 ET D'IRLANDE DEL NORD :  
 Voor het VERENIGD KONINKRIJK VAN  
 GROOT-BRITANNIE EN NOORD-IERLAND :



Für SLOWENIEN :  
 For SLOVENIA :  
 Por SLOVENIA :  
 Pour la SLOVÉNIE :  
 Per la SLOVENIA :  
 Voor SLOWENIEN :

*Jugoslavica C. Kovalev*

Für SCHWEDEN :  
 For SWEDEN :  
 Por SUECIA :  
 Pour la SUÈDE :  
 Per la SVEZIA :  
 Voor ZWEDEN :

*Em. Ditt. Anders*

Für die SCHWEIZ :  
 For SWITZERLAND :  
 Por SUIZA :  
 Pour la SUISSE :  
 Per la SVIZZERA :  
 Voor SWITSERLAND :

*U. Byrim*

Für die TÜRKEI :  
 For TURKEY :  
 Por TURQUÍA :  
 Pour la TURQUIE :  
 Per la TURCHIA :  
 Voor TURKIJE :

*U  
 Jelca 10000*



La présente copie est certifiée conforme à l'exemplaire unique des textes en langues allemande, anglaise, espagnole, française, italienne et néerlandaise du Protocole portant modification de la Convention du 29 juillet 1960 sur la responsabilité civile dans le domaine de l'énergie nucléaire, amendée par le Protocole additionnel du 28 janvier 1964 et par le Protocole du 16 novembre 1982,

signé à Paris le 12 février 2004

et déposé dans les Archives de l'Organisation de Coopération et de Développement Économiques.

COPIA CONFORME

*Fulvio Minerva*



Le Secrétaire Général  
de l'Organisation de Coopération  
et de Développement Économiques

*Donald Johnston*

Donald Johnston





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Organisation de Coopération et de Développement Économiques  
Organisation for Economic Co-operation and Development

**29-Jan-2016****English - Or. English**

NUCLEAR ENERGY AGENCY  
NUCLEAR LAW COMMITTEE

**CORRECTION OF AN ERROR IN THE ITALIAN TEXT OF THE PROTOCOL OF  
12 FEBRUARY 2004 TO AMEND THE CONVENTION ON THIRD PARTY LIABILITY IN THE  
FIELD OF NUCLEAR ENERGY OF 29 JULY 1960, AS AMENDED BY THE ADDITIONAL  
PROTOCOL OF 28 JANUARY 1964 AND BY THE PROTOCOL OF 16 NOVEMBER 1982**

**Information note by the Secretariat**

**JT03389485**

**Complete document available on OLIS in its original format**

*This document and any map included herein are without prejudice to the status of or sovereignty over any territory, to the delimitation of international frontiers and boundaries and to the name of any territory, city or area.*

English - Or. English



NEA/NLC/DOC(2016)1

**CORRECTION OF AN ERROR IN THE ITALIAN TEXT OF THE PROTOCOL OF  
12 FEBRUARY 2004 TO AMEND THE CONVENTION ON THIRD PARTY LIABILITY IN THE  
FIELD OF NUCLEAR ENERGY OF 29 JULY 1960, AS AMENDED BY THE ADDITIONAL  
PROTOCOL OF 28 JANUARY 1964 AND BY THE PROTOCOL OF 16 NOVEMBER 1982**

*Information note by the Secretariat*

1. The Convention on Third Party Liability in the Field of Nuclear Energy of 29 July 1960, as amended by the Additional Protocol of 28 January 1964 and by the Protocol of 16 November 1982 (hereinafter referred to as the “Paris Convention”) was adopted under the auspices of the Organisation for Economic Co-operation and Development (OECD).<sup>1</sup> Under Article 19 of the Paris Convention, the Secretary-General of the OECD is designated as the depositary of the Convention. The Secretary-General has, in turn, delegated its depositary functions to the Head of the Office of Legal Counsel of the OECD Nuclear Energy Agency (NEA). For the purposes of this note, all references to the “depositary” are to be interpreted as references to the Head of the Office of Legal Counsel of the NEA.

2. There are currently 15 Contracting Parties to the Paris Convention: Belgium, Denmark, Finland, France, Germany, Greece, Italy, the Netherlands, Norway, Portugal, Slovenia, Spain, Sweden, Turkey and the United Kingdom. Austria and Luxembourg have signed the Paris Convention but have not ratified it to date.

3. The Paris Convention has been amended three times by Protocols adopted in 1964, 1982 and 2004. The 1964 and 1982 Protocols have entered into force. The 2004 Protocol, signed by the 15 Contracting Parties to the Paris Convention, together with Switzerland,<sup>2</sup> has not yet entered into force. In accordance with Article 20 of the Paris Convention, the 2004 Protocol shall only come into force once it has been ratified or confirmed by two thirds of the Contracting Parties. Currently, Norway is the only Contracting Party which has ratified the 2004 Protocol.

4. The Paris Convention and the 2004 Protocol were established and authenticated in six different languages: Dutch, English, French, German, Italian and Spanish.<sup>3</sup> In the course of preparing legislation to implement the 2004 Protocol, Italy discovered a lack of concordance between Article 10(c) of the Italian text of that Protocol and the other authentic texts. The Italian Delegation alerted the depositary to the existence of the error.

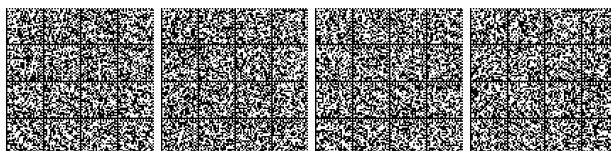
5. The depositary notes that the current Italian text of Article 10(c) reads as follows:

*“La Parte Contraente sul cui territorio è situato l’impianto nucleare di cui l’ercente è responsabile, provvede al pagamento del risarcimento del danno nucleare, riconosciuto come a carico dell’ercente fornendoi fondi necessari qualora l’assicurazione o altra garanzia finanziaria non sia disponibile o sufficiente a pagareale risarcimento, fino a concorrenza di un ammontare che non può essere **superiore** all’ammontare di cui all’articolo 7(a) o all’articolo 21(c).”* (emphasis added by the depositary)

<sup>1</sup> Full text and the latest status of the Paris Convention are accessible at: [www.oecd-nea.org/law/paris-convention.html](http://www.oecd-nea.org/law/paris-convention.html) (last accessed 07.08.2015)

<sup>2</sup> Switzerland has deposited its instrument of ratification of the Paris Convention as amended by the three Protocols with the depositary, but that ratification will not come into force for Switzerland until the 2004 Protocol itself comes into force for all Contracting Parties to the Paris Convention.

<sup>3</sup> All of the authentic texts of the Protocol can be accessed at: [www.oecd-nea.org/law/paris\\_convention.pdf](http://www.oecd-nea.org/law/paris_convention.pdf) (last accessed on 07.08.2015)





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6. As can be readily seen, the Italian text uses the word “superiore” contrary to the Dutch,<sup>4</sup> English,<sup>5</sup> French,<sup>6</sup> German<sup>7</sup> and Spanish<sup>8</sup> versions which use the word “minste”, “less”, “inférieur”, “unter”, and “inferior” respectively. This error alters the meaning of what was intended by Article 10(c) and raises a point of substance, without however affecting the validity of the 2004 Protocol.

7. The procedure for correcting such an error has been codified in Article 79 of the Vienna Convention on the Law of Treaties<sup>9</sup> (hereinafter the “VCLT”) which reflects customary law. The application of Article 79(3) triggers the application of Article 79(2) of the VCLT.

8. Article 79(2) provides that the depositary of a treaty who has custody of the original of the treaty is obliged to notify the signatory States and the contracting States to the treaty of the existence of the error; in addition, the depositary is required to propose a correction to the error; and finally the depositary is required to propose a time limit within which the signatory States and contracting States may raise an objection to the proposed correction.

9. The depositary, after examining the scope and nature of the error, considers that the following draft text should be proposed to all signatory States and to all contracting States in order to correct Article 10(c) of the Italian text so that it will correspond to all of the other authentic versions.

*“La Parte Contraente sul cui territorio è situato l’impianto nucleare di cui l’ercente è responsabile, provvede al pagamento del risarcimento del danno nucleare, riconosciuto come a carico dell’ercente fornendo i fondi necessari qualora l’assicurazione o altra garanzia*

<sup>4</sup> “De Verdragsluitende Partij binnen wier grondgebied de kerninstallatie van de aansprakelijke exploitant is gelegen, waarborgt de betaling van vorderingen tot schadevergoeding voor kernschade die tegen de exploitant zijn ingesteld door de nodige middelen te verstrekken voor zover de verzekering of andere financiële zekerheid niet beschikbaar of ontoereikend is om deze vorderingen te dekken, tot een bedrag van ten **minste** het in artikel 7(a) of artikel 21(c) bedoelde bedrag.” (emphasis added by the depositary)

<sup>5</sup> “The Contracting Party within whose territory the nuclear installation of the liable operator is situated shall ensure the payment of claims for compensation for nuclear damage which have been established against the operator by providing the necessary funds to the extent that the insurance or other financial security is not available or sufficient to satisfy such claims, up to an amount not **less** than the amount referred to in Article 7(a) or Article 21(c).” (emphasis added by the depositary)

<sup>6</sup> “La Partie Contractante sur le territoire de laquelle est située l’installation nucléaire dont l’exploitant est responsable assure le paiement des indemnités pour dommage nucléaire reconnues comme étant à la charge de l’exploitant en fournissant les sommes nécessaires, dans la mesure où l’assurance ou autre garantie financière n’est pas disponible ou n’est pas suffisante pour payer ces indemnités, à concurrence d’un montant qui ne peut être **inférieur** au montant visé à l’article 7(a) ou à l’article 21(c).” (emphasis added by the depositary)

<sup>7</sup> “Die Vertragspartei, in deren Hoheitsgebiet die Kernanlage des haftenden Inhabers gelegen ist, stellt die Leistung des Schadensersatzes, zu dem der Inhaber einer Kernanlage wegen eines nuklearen Schadens verpflichtet wurde, durch Bereitstellung der notwendigen Mittel in dem Maß sicher, wie die Versicherung oder sonstige finanzielle Sicherheit hierzu nicht zur Verfügung steht oder nicht ausreicht, und zwar bis zu einem Betrag, der nicht **unter** dem in Artikel 7(a) oder Artikel 21(c) genannten Betrag liegen darf.” (emphasis added by the depositary)

<sup>8</sup> “La Parte Contratante en cuyo territorio está situada la instalación nuclear del explotador responsable asegurará el pago de las indemnizaciones de los daños nucleares que hayan sido imputados al explotador, aportando los fondos necesarios, en la medida en que el seguro u otra garantía financiera no esté disponible o sea insuficiente para pagar las indemnizaciones, hasta una cantidad que no podrá ser **inferior** a la cuantía establecida en el artículo 7(a) o en el artículo 21(c).” (emphasis added by the depositary)

<sup>9</sup> Full text of the VCLT is accessible at: <https://treaties.un.org/doc/Publication/UNTS/Volume%201155/volume-1155-I-18232-English.pdf> (last accessed 07.08.2015)



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*finanziaria non sia disponibile o sufficiente a pagare tale risarcimento, fino a concorrenza di un ammontare che non può essere inferiore all'ammontare di cui all'articolo 7(a) o all'articolo 21(c)."* (emphasis added by the depositary)

10. The depositary also considers that a notice period of thirty (30) calendar days would provide adequate time for the signatory States and the contracting States to the Paris Convention to raise any objection to the above mentioned proposal.

11. Pursuant to Article 79 of the VCLT, if no objection to the proposed correction is raised by the expiry of the proposed time-limit, the proposed correction would be considered as having been adopted, and the depositary would (i) make and initial the correction in the original text, (ii) execute a procès-verbal of the rectification of the text, (iii) communicate a copy of it to the signatory States and contracting States to the Paris Convention, and (iv) post it on the NEA website in order to inform the States entitled to become parties to the treaty.

12. Pursuant to Article 79(4) of the VCLT the corrected text would replace the defective text *ab initio*, unless the signatory States and contracting States otherwise decide. Given the fact that the 2004 Protocol has not yet entered into force, the retroactive nature of the correction *ab initio* would be considered to be effective as from the date of signature, so that there would be no inconsistency between the 2004 Protocol and the implementing legislation of Italy.

13. The depositary hereby invites the signatory States and contracting States to the Paris Convention which would have an objection to the proposed correction in paragraph 9 herein above to send a written notification of their objection to the depositary within thirty (30) calendar days of the notification by email of this information note. A copy of the notification of objection could be sent by email but the objection would only be taken into account upon receipt by the depositary of the original notification document within the thirty (30) day time-limit provided.

14. If no objection to the correction proposed in paragraph 9 herein above is notified by a signatory State or contracting State to the Paris Convention before the end of the thirty (30) day time-limit provided in paragraph 13, the proposed correction shall be considered as having been adopted effective as of 12 February 2004.





**PROCÈS-VERBAL OF RECTIFICATION OF THE ITALIAN TEXT OF  
THE PROTOCOL TO AMEND THE CONVENTION ON THIRD PARTY LIABILITY IN  
THE FIELD OF NUCLEAR ENERGY OF 29 JULY 1960, AS AMENDED BY  
THE ADDITIONAL PROTOCOL OF 28 JANUARY 1964 AND BY THE PROTOCOL  
OF 16 NOVEMBER 1982, DONE IN PARIS ON 12 FEBRUARY 2004**

**I CERTIFY THAT**

1) The *Convention on Third Party Liability in the Field of Nuclear Energy of 29 July 1960, as amended by the Additional Protocol of 28 January 1964 and by the Protocol of 16 November 1982* (hereinafter referred to as the "Paris Convention") was established and authenticated in six different languages: Dutch, English, French, German, Italian and Spanish, and is deposited with the Secretary-General of the Organisation for Economic Co-operation and Development (OECD);

2) The *Protocol to Amend the Convention on Third Party Liability in the Field of Nuclear Energy of 29 July 1960, as Amended by the Additional Protocol of 28 January 1964 and by the Protocol of 16 November 1982* (hereinafter referred to as the "Protocol") was established and authenticated in all languages of the Paris Convention;

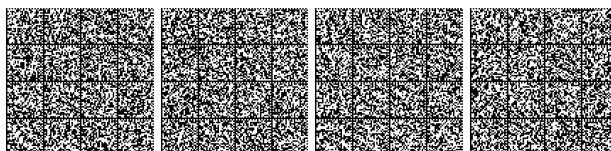
3) The Head of the Office of Legal Counsel of the OECD Nuclear Energy Agency, who was delegated the authority to carry out depositary functions in respect of the Paris Convention on behalf of the OECD Secretary-General, received from the Government of Italy a communication drawing attention to a lack of concordance between Article 10(c) of the Italian text of the Protocol and the other authentic texts;

4) An examination of the Italian authentic text of the aforesaid Protocol revealed that the use of the word "*superiore*" in Article 10 (c) is not in concordance with the text of Article 10 (c) in the other five authentic texts where a word equivalent to "*inferiore*" is used. This error alters the meaning of what was intended by Article 10(c) and raises a point of substance, without however affecting the validity of the Protocol;

5) In accordance with Article 79 of the Vienna Convention on the Law of Treaties, which reflects customary law, the Head of the Office of Legal Counsel, after examining the scope and nature of the error, proposed on 29 January 2016 to all signatory and contracting States to correct such an error by replacing the word "*superiore*" by the word "*inferiore*" as follows:

*"c) La Parte Contraente sul cui territorio è situato l'impianto nucleare di cui l'esercente è responsabile, provvede al pagamento del risarcimento del danno nucleare, riconosciuto come a carico dell'esercente fornendo i fondi necessari qualora l'assicurazione o altra garanzia finanziaria non sia disponibile o sufficiente a pagare tale risarcimento, fino a concorrenza di un ammontare che non può essere inferiore all'ammontare di cui all'articolo 7(a) o all'articolo 21(c)."*

and also provided them with a period of thirty (30) calendar days to raise any objection to the proposal;



6) As no objection was raised by 28 February 2016, the end of the proposed time-limit, the correction is deemed to be agreed by all signatory and contracting States and the Head of the Office of Legal Counsel hereby confirms that the defective authentic text of Article 10 (c) in the Italian language is therefore replaced *ab initio* by the text provided in paragraph 5 of this procès-verbal. The correction is effective as from 12 February 2004.

IN TESTIMONY WHEREOF, I, XIMENA VÁSQUEZ-MAIGNAN, Head of the Office of Legal Counsel of the OECD Nuclear Energy Agency, have herein signed this Procès-Verbal of Rectification of the Italian Text of the Protocol of 12 February 2004, on behalf of the Secretary-General of the OECD, in Paris (France), this thirtieth day of April 2016.

Signature



*Head, Office of Legal Counsel  
OECD Nuclear Energy Agency*

