

1962 年核子船舶營運人責任公約

1962 年 5 月 25 日 訂於布魯塞爾

Convention on The Liability of Operators of Nuclear Ships, 1962

Signed at Brussels, May 25, 1962

Nuclear 1962

Article I

For the purposes of this Convention:

1. "Nuclear ship" means any ship equipped with a nuclear power plant.
2. "Licensing State" means the Contracting State which operates or which has authorized the operation of a nuclear ship under its flag.
3. "Person" means any individual, or partnership, or any public or private body whether corporate or not, including a State or any of its constituent subdivisions.
4. "Operator" means the person authorized by the licensing State to operate a nuclear ship, or where a Contracting State operates a nuclear ship, that State.
5. "Nuclear fuel" means any material which is capable of producing energy by a self-sustaining process of nuclear fission and which is used or intended for use in a nuclear ship.
6. "Radioactive products or waste" means any material, including nuclear fuel, made radioactive by neutron irradiation incidental to the utilization of nuclear fuel in a nuclear ship.
7. "Nuclear damage" means loss of life or personal injury and loss or damage to property which arises out of or results from the radioactive properties or a combination of radioactive properties with toxic, explosive or other hazardous properties of nuclear fuel or of radioactive products or waste; any other loss, damage or expense so arising or resulting shall be included, only if and to the extent that the applicable national law so provides.
8. "Nuclear incident" means any occurrence or series of occurrences having the same origin which causes nuclear damage.
9. "Nuclear power plant" means any power plant in which a nuclear reactor is, or is to be used as, the source of power, whether for propulsion of the ship or for any other purpose.
10. "Nuclear reactor" means any installation containing nuclear fuel in such an arrangement that a self-sustained chain process of nuclear fission can occur therein without an additional source of neutrons.
11. "Warship" means any ship belonging to the naval forces of a

第 1 條

為本公約之目的：

1. 「核子船舶」指裝有核子動力之任何船舶。
2. 「給照國」指營運或授權營運一懸掛該國國旗之核子船舶之締約國。
3. 「人」指任何個人或合夥，或不論是否為法人組織之任何公共或私人團體，包括國家或其任一構成份子。
4. 「營運人」指經給照國授權營運核子船舶之人；如係締約國營運該核子船舶者，即指該國家。
5. 「核子燃料」指使用或意圖使用於核子船舶，由核子分裂之自續過程所產生能量之物料。
6. 「放射性產物或廢料」指包括核子燃料在內，由於核子船舶內核子燃料之使用所偶發之中子照射使其具有放射性之物料。
7. 「核子損害」指由於或起因於放射性或放射性與核子燃料或放射性產物或廢料之有毒、爆炸或其他危險性質之組合而發生之人命喪失或人身傷害，及財產之喪失或損害，並包括因之而生或引起之任何其他喪失、損害或費用，但僅以可資適用之國內法有所規定，並以其規定之範圍為限。
8. 「核子事故」指與造成核子損害之同一起源之任何事故或一系列之事故。
9. 「核子動力設施」指以核子反應器作為或將用作動力之來源之任何動力設施，不論係供船舶之推進或供任何其他用途。
10. 「核子反應器」指含核子燃料之任何裝置，其無須外加中子源即可產生自續性連續過程之核子分裂。
11. 「軍艦」指屬一國海軍並具備該國軍

State and bearing the external marks distinguishing warships of its nationality, under the command of an officer duly commissioned by the Government of such State and whose name appears in the Navy List, and manned by a crew who are under regular naval discipline.

12. "Applicable national law" means the national law of the court having jurisdiction under the Convention including any rules of such national law relating to conflict of laws.

Article II

1. The operator of a nuclear ship shall be absolutely liable for any nuclear damage upon proof that such damage has been caused by a nuclear incident involving the nuclear fuel of, or radioactive products or waste produced in, such ship.
2. Except as otherwise provided in this Convention no person other than the operator shall be liable for such nuclear damage.
3. Nuclear damage suffered by the nuclear ship itself, its equipment, fuel or stores shall not be covered by the operator's liability as defined in this Convention.
4. The operator shall not be liable with respect to nuclear incidents occurring before the nuclear fuel has been taken in charge by him or after the nuclear fuel or radioactive products or waste have been taken in charge by another person duly authorized by law and liable for any nuclear damage that may be caused by them.
5. If the operator proves that the nuclear damage resulted wholly or partially from an act or omission done with intent to cause damage by the individual who suffered the damage, the competent courts may exonerate the operator wholly or partially from his liability to such individual.
6. Notwithstanding the provisions of paragraph 1 of this Article, the operator shall have a right of recourse:
 - (a) If the nuclear incident results from a personal act or omission done with intent to cause damage, in which event recourse shall lie against the individual who acted, or omitted to act, with such intent;
 - (b) If the nuclear incident occurred as a consequence of any wreck-raising operation, against the person or persons who carried out such operation without the authority of the operator or of the State having licensed the sunken ship or of the State in whose waters the wreck is situated;
 - (c) If recourse is expressly provided for by contract.

Article III

1. The liability of the operator as regards one nuclear ship shall be limited to 1,500 million francs in respect of any one nuclear incident, notwithstanding that the nuclear incident may have resulted from any fault or privity of that operator; such limit shall include neither any interest nor costs awarded by a court in actions for compensation under this Convention.
2. The operator shall be required to maintain insurance, or other financial security covering his liability for nuclear damage, in such amount, of such type and in such terms as the licensing

艦外部標誌之任何船舶，由該國正式任命之軍官指揮，指揮官姓名見於海軍名冊，其船員服從海軍正規紀律者。

12. 「可適用之國內法」指依本公約有管轄法院之國內法，包括是項國內法有關法律衝突(國際私法)之規定。

第 2 條

1. 核子船舶之營運人，對於經證明係由核子事故所致，而該事故與該船舶之核子燃料或在該船舶內產生之放射性產物或廢料有關之任何核子損害，應負絕對責任。
2. 除本公約另有規定外，營運人以外之人對於前項核子損害，無須負責。
3. 本公約所規定之營運人責任，不包括核子船舶本身、其設備、燃料或備料所受之核子損害。
4. 營運人對於核子燃料於其接管前，或於核子燃料或放射性產物或廢料由依法授權並對此項燃料等可能造成之任何核子損害負責任之他人接管以後，所發生之核子事故，無須負責。
5. 若營運人證明核子損害係全部或部份起因於遭受該損害之個人作為或不作為有意造成之損害時，受審法院得免除該營運人對於該個人全部或部份之責任。
6. 無論本條第1項規定為何，營運人對下列事項有求償權：
 - (a)核子事故起於個人之作為或不作為有意造成損害者，求償權應對以是項作為或不作為意圖之個人行使之。
 - (b)核子事故係由於任何打撈作業之結果所致，求償權應對未經營運人或已沉船舶給照國家或遭破壞船舶所在水域所屬國家之授權，而從事是項作業之個人或多人行使之。
 - (c)求償權係以契約明文規定者。

第 3 條

1. 營運人對於一核子船舶上之任一核子事故所負責任應以十五億法郎為限，既使該核子事故或係起因於該營運人之過失或知情者，亦同；是項限額不包括任何利息，亦不包括法院對於依本公約所為之賠償訴訟所判定之訴訟費用。
2. 營運人應被要求維持足供履行其對核子損害所負責任之保險或其他財務擔保，其金額、方式及條款由給照

State shall specify. The licensing State shall ensure the payment of claims for compensation for nuclear damage established against the operator by providing the necessary funds up to the limit laid down in paragraph I of this Article to the extent that the yield of the insurance or the Financial security is inadequate to satisfy such claims.

3. However, nothing in paragraph 2 of this Article shall require any Contracting State or any of its constituent subdivisions, such as States, Republics or Cantons, to maintain insurance or other financial security to cover their liability as operators of nuclear ships.
4. The franc mentioned in paragraph 1 of this Article is a unit of account constituted by sixty-five and one half milligrams of gold of millesimal fineness nine hundred. The amount awarded may be converted into each national currency in round figures. Conversion into national currencies other than gold shall be effected on the basis of their gold value at the date of payment.

Article IV

Whenever both nuclear damage and damage other than nuclear damage have been caused by a nuclear incident or jointly by a nuclear incident and one or more other occurrences and the nuclear damage and such other damage are not reasonably separable, the entire damage shall, for the purposes of this Convention, be deemed to be nuclear damage exclusively caused by the nuclear incident. However, where damage is caused jointly by a nuclear incident covered by this Convention and by an emission of ionizing radiation or by an emission of ionizing radiation in combination with the toxic, explosive or other hazardous properties of the source of radiation not covered by it, nothing in this Convention shall limit or otherwise affect the liability, either as regards the victims or by way of recourse or contribution, of any person who may be held liable in connection with the emission of ionizing radiation or by the toxic, explosive or other hazardous properties of the source of radiation not covered by this Convention.

Article V

1. Rights of compensation under this Convention shall be extinguished if an action is not brought within ten years from the date of the nuclear incident. If, however, under the law of the licensing State the liability of the operator is covered by insurance or other financial security or State indemnification for a period longer than ten years, the applicable national law may provide that rights of compensation against the operator shall only be extinguished after a period which may be longer than ten years but shall not be longer than the period for which his liability is so covered under the law of the licensing State. However, such extension of the extinction period shall in no case affect the right of compensation under this Convention of any person who has brought an action for loss of life or personal injury against the operator before the expiry of the aforesaid period of ten years.
2. Where nuclear damage is caused by nuclear fuel, radioactive products or waste which were stolen, lost, jettisoned, or

國予以規定，給照國應保證對於營運人已確定之核子損害賠償債務之清償，以本條第1項規定之限額為度，提供必要之資金，藉補保險或財務擔保給付不足清償是項賠償債務之需。

3. 然本條第2項規定並不要求任何締約國或其構成員，例如州、共和國或各邦為核子船舶營運人，維持保險或其他財務擔保，以供履行其責任。
4. 本條第1項所稱之法郎為一含有純度千分之九百之黃金六五點五公絲之計算單位，判給之金額得折合各國內貨幣並作成整數，折合為黃金以外之貨幣者應以支付日該貨幣之黃金價值為準。

第 4 條

若核子損害及以外之損害，係由核子事故所致，或由核子事故或其他事故共同所致，而核子損害與是項其他損害難以合理區分時，為本公約之目的，全部損害，應視為全由該核子事故所致之核子損害。然如損害係由本公約所包括之核子事故，與本公約所未包括之放射源之游離放射線之發散暨有毒、爆炸或其他危險性質之組合共同所致者，本公約並不限制或影響其對本公約所未包括之放射源之游離放射線之發散或有毒、爆炸或其他危險性質應負責之人，就受害人方面或經由求償或分擔所負之責任。

第 5 條

1. 本公約之賠償請求權，如未在該核子事故發生之日起十年內提出訴訟，即行消滅。然若依給照國之法律，營運人之責任係經由保險或其他財務擔保或國家賠償長於十年之期間者，適用之國內法得規定較十年為長，但不超過依給照國之法律對於上述營運人責任所定之期間，於該期間後營運人之請求賠償權始告消滅。然是項期間之延長不應影響為生命喪失或人身傷害，於上述十年期間終了前，對營運人提出訴訟之任何人依本公約請求賠償之權利。
2. 若核子損害係因被竊、遺失、拋海或放棄之核子燃料、放射性產物或廢料

abandoned, the period established under paragraph 1 of this Article shall be computed from the date of the nuclear incident causing the nuclear damage, but the period shall in no case exceed a period of twenty years from the date of the theft, loss, jettison or abandonment.

3. The applicable national law may establish a period of extinction or prescription of not less than three years from the date on which the person who claims to have suffered nuclear damage had knowledge or ought reasonably to have had knowledge of the damage and of the person responsible for the damage, provided that the period established under paragraphs 1 and 2 of this Article shall not be exceeded.
4. Any person who claims to have suffered nuclear damage and who has brought an action for compensation within the period applicable under this Article may amend his claim to take into account any aggravation of the damage, even after the expiry of that period, provided that final judgment has not been entered.

Article VI

Where provisions of national health insurance, social insurance, social security, workmen's compensation or occupational disease compensation systems include compensation for nuclear damage, rights of beneficiaries under such systems and rights of subrogation, or of recourse against the operator, by virtue of such systems, shall be determined by the law of the Contracting State having established such systems. However, if the law of such Contracting State allows claims of beneficiaries of such systems and such rights of subrogation and recourse to be brought against the operator in conformity with the terms of this Convention, this shall not result in the liability of the operator exceeding the amount specified in paragraph 1 of Article III.

Article VII

1. Where nuclear damage engages the liability of more than one operator and the damage attributable to each operator is not reasonably separable, the operators involved shall be jointly and severally liable for such damage. However, the liability of any one operator shall not exceed the limit laid down in Article III.
2. In the case of a nuclear incident where the nuclear damage arises out of or results from nuclear fuel or radioactive products or waste of more than one nuclear ship of the same operator, that operator shall be liable in respect of each ship up to the limit laid down in Article III.
3. In case of joint and several liability, and subject to the provisions of paragraph 1 of this Article:
 - (a) Each operator shall have a right of contribution against the others in proportion to the fault attaching to each of them;
 - (b) Where circumstances are such that the degree of fault cannot be apportioned, the total liability shall be borne in equal parts.

所致，本條第1項所定之期間應自造成核子損害之核子事故之日起算，但此期間應不超過自被竊、遺失、拋海或放棄之日起20年之期間。

3. 適用之國內法得規定自主張曾受核子損害之人知悉或應知悉其損害及對損害負責之日起，不少於3年之除斥或時效期間，但不得超過本條第1項及第2項所定之期間。
4. 主張曾受核子損害並曾於本條適用之期間內提出賠償訴訟之人，即使是項期間終了後，亦得變更其訴求，以計入損害之任何加重情況，然以裁判未曾確定為限。

第 6 條

若國家之健康保險、社會保險、社會安全、工人賠償或職業性疾病賠償等制度之規定包括核子損害之賠償者，是項制度下受益人之權利，以及因是項制度之代位權利或對營運人求償權利，應由業已建立是項制度之締約國之法律決定之。然如是項締約國之法律許可是項制度之受益人之要求及是項代位及求償權利依本公約條款對營運人提出者，此舉不應造成營運人之責任超過第 3 條第 1 項規定之金額。

第 7 條

1. 若核子損害涉及多數營運人之責任，而各營運人所應負之損害責任無法為合理區分者，所涉及之諸營運人應對是項損害負連帶責任。然任何營運人之責任應不超過第3條所定之限額。
2. 倘一核子事故中核子損害係發生於或起因於同一營運人之乙艘以上核子船舶之核子燃料或放射性產物或廢料者，該營運人就任一船舶應負其責任至第3條所定限額為止。
3. 就負連帶責任之事件，根據本條第1項之規定：
 - (a) 各營運人對於其他營運人應依各人過失比例，有請求分擔之權利。
 - (b) 於過失程度無法區分，全部責任應平均分擔之。

Article VIII

No liability under this Convention shall attach to an operator in respect to nuclear damage caused by a nuclear incident directly due to an act of war, hostilities, civil war or insurrection.

Article IX

The sums provided by insurance, by other financial security or by State indemnification in conformity with paragraph 2 of Article III shall be exclusively available for compensation due under this Convention.

Article X

1. Any action for compensation shall be brought, at the option of the claimant, either before the courts of the licensing State or before the courts of the Contracting State or States in whose territory nuclear damage has been sustained.
2. If the licensing State has been or might be called upon to ensure the payment of claims for compensation in accordance with paragraph 2 of Article III of this Convention, it may intervene as party in any proceedings brought against the operator.
3. Any immunity from legal processes pursuant to rules of national or international law shall be waived with respect to duties or obligations arising under, or for the purpose of, this Convention. Nothing in this Convention shall make warships or other State-owned or State-operated ships on non-commercial service liable to arrest, attachment or seizure or confer jurisdiction in respect of warships on the courts of any foreign State.

Article XI

1. When, having regard to the likelihood of any claims arising out of a nuclear incident exceeding the amount specified in Article III of this Convention, a court of the licensing State, at the request of the operator, a claimant or the licensing State, so certifies, the operator or the licensing State shall make that amount available in that court to pay any such claims; that amount shall be regarded as constituting the limitation fund in respect of that incident.
2. The amount may be made available for the purposes of the preceding paragraph by payment into court or by the provision of security or guarantees sufficient to satisfy the court that the money will be available when required to meet any established claim.
3. After the fund has been constituted in accordance with paragraph I of this Article the court of the licensing State shall be exclusively competent to determine all matters relating to the apportionment and distribution of the fund.
4. (a) A final judgment entered by a court having jurisdiction under Article X shall be recognized in the territory of any other Contracting State, except:

第 8 條

核子損害係由戰爭、敵對行為、內戰或叛亂之行為直接所致之核子事故所致者，依本公約規定，營運人無須負責。

第 9 條

依第 3 條第 2 項保險、其他財務保證或國家賠償所提供之數額，應專為備供依本公約應付賠償之用。

第 10 條

1. 任何賠償訴訟，應依請求人之自由選擇，向給照國之法院或其領土內經遭受核子損害之締約國或諸締約國之法院提出。
2. 若給照國家，或得被請求支付依本公約第 3 條第 1 項賠償債務者，該國得參加對於營運人提出之任何訴訟程序。
3. 依照國內法或國際法之規定，對於本公約或為其目的所致生之責任與義務，享有法律程序之任何豁免者，應予以放棄。本公約應不使軍艦或其他國家所有或國家營運從事非商務之船舶得受扣留、假扣留或扣押，亦不授予任何外國法院對於軍艦之管轄權。

第 11 條

1. 如核子事故所致之諸賠償債務有超過本公約第 3 條所定金額之可能時，經給照國之法院依據營運人、請求權人或給照國之聲請，而為如是認定時，營運人或給照國應將是項金額提供該法院為清償是項債務之用，是項金額應視作構成關於該事故之限責基金。
2. 為前項之目的所提供之金額得以現金支付於法院，或提出足以使法院滿意之保證或擔保，俾於需要支應任何確定債務可供支用。
3. 基金經依照本條第 1 項設立後，給照國之法院應為唯一有權決定有關該基金分配與分發一切事項之單位。
4. (a) 依第 10 條有管轄權法院所為之確定判決，除有下列情形外，應在任何其他締約國之領域內予

- i. where the judgment was obtained by fraud; or
 - ii. the operator was not given a fair opportunity to present his case;
 - (b) A final judgment which is recognized shall, upon being presented for enforcement in accordance with the formalities required by the law of the Contracting State where enforcement is sought, be enforceable as if it were a judgment of a court of that State;
 - (c) The merits of a claim on which the judgment has been given shall not be subject to further proceedings.
- 5.
- (a) If a person who is a national of a Contracting State, other than the operator, has paid compensation for nuclear damage under an International Convention or under the law of a non-Contracting State, such person shall, up to the amount which he has paid, acquire by subrogation the rights which the person so compensated would have enjoyed under this Convention. However, no rights shall be so acquired by any person if and to the extent that the operator has a right of recourse or contribution against such person under this Convention;
 - (b) If a limitation fund has been set up and
 - i. the operator has paid, prior to its being set up, compensation for nuclear damage; or
 - ii. the operator has paid, after it has been set up, compensation for nuclear damage under an International Convention or the law of a non-Contracting State, he shall be entitled to recover from the fund, up to the amount which he has paid, the amount which the person so compensated would have obtained in the distribution of the fund;
 - (c) If no limitation fund is set up, nothing in this Convention shall preclude an operator, who has paid compensation for nuclear damage out of funds other than those provided pursuant to paragraph 2 of Article III, from recovering from the person providing financial security under paragraph 2 of Article III or from the licensing State, up to the amount he has paid, the sum which the person so compensated would have obtained under this Convention;
 - (d) In this paragraph the expression " a national of a Contracting State" shall include a Contracting State or any of its constituent subdivisions or a partnership or any public or private body whether corporate or not established in a Contracting State.
6. Where no fund has been constituted under the provisions of this Article, the licensing State shall adopt such measures as are necessary to ensure that adequate sums provided by it or by insurance or other financial security in accordance with paragraph 2 of Article III, shall be available for the satisfaction of any claim established by a judgment of a court of any other Contracting State which would be recognized under paragraph 4 of this Article; the sums shall be made available, at the option of the claimant, either in the licensing State or in the Contracting State in which the damage was sustained or in the Contracting State in which the claimant is habitually resident.
7. After the limitation fund has been constituted in accordance with paragraph 1 of this Article or, where no such fund has

- 以承認。
- i. 判決係以詐欺而獲得者，或
 - ii. 營運人未予以公平之機會為案件之陳述者；
- (b) 經承認之確定判決，依照請求執行所在地締約國之法院所需之程序提出強制執行請求時，應予以執行，一如該判決係該國法院所判者；
- (c) 請求業經判決者，其事實不得重行審理。
- 5.
- (a) 若一締約國人民而非營運人，依一國際公約或一非締約國之法律，已為核子損害而支付賠償，該人應以已支付之金額為限，代位取得該被賠償人依本公約所享有之權利，然若營運人依本公約對該人有求償或請求分擔之權利，則在得求償或請求分擔之限度內，該人不取得代位權利；
- (b) 若一限責基金業已設置，而
 - i. 營運人於其設置前，已為核子損害而支付賠償，或
 - ii. 營運人於其設置後，依一國際公約或一非締約國之法律，已為核子損害而支付賠償，該營運人應有權自該基金內收同該被賠償人自基金之分發中應獲得之金額，以其已支付之金額為限；
- (c) 若限責基金尚未設置，本公約並不阻止營運人以第3條第2項所定資金以外之金錢為核子損害而支付賠償者，自依第3條第2項提供財務保證之人或自給照國收同該被賠償人依本公約原可獲得之款項，以其已支付之金額為限。
- (d) 本條第5項「一締約國人民」乙詞應包括一締約國或其任一聯合組成單位，或在一締約國設立之合夥或不論是否為法人組織之任何公共或私人團體。
6. 若未依本條規定設置基金者，給照國應採用必要之措施以保證該國或依第3條第2項之保險或其他財務擔保所提供之足夠款項可足供清償經任何其他締約國之法院依本條第4項所為判決成立之任何債務之用；該數額應依請求權人之選擇，於給照國內，或在遭受損害所在地之締約國內，或在請求權人慣居地之締約國內，予以支付。
7. 於限責基金業依本條第1項設立後，或無是項基金設立而給照國或保險

been constituted, if the sums provided by the licensing State, or by insurance, or other financial security are available in accordance with paragraph 6 of this Article to meet a claim for compensation, the claimant shall not be entitled to exercise any right against any other asset of the operator in respect of his claim for nuclear damage, and any bail or security (other than security for costs) given by or on behalf of that operator in any Contracting State shall be released.

Article XII

1. The Contracting States undertake to adopt such measures as are necessary to ensure implementation of the provisions of this Convention, including any appropriate measures for the prompt and equitable distribution of the sums available for compensation for nuclear damage.
2. The Contracting States undertake to adopt such measures as are necessary to ensure that insurance and reinsurance premiums and sums provided by insurance, reinsurance or other financial security, or provided by them in accordance with paragraph 2 of Article III, shall be freely transferable into the currency of the Contracting State in which the damage was sustained, of the Contracting State in which the claimant is habitually resident or, as regards insurance and reinsurance premiums and payments, in the currencies specified in the insurance or reinsurance contract.
3. This Convention shall be applied without discrimination based upon nationality, domicile or residence.

Article XIII

This Convention applies to nuclear damage caused by a nuclear incident occurring in any part of the world and involving the nuclear fuel of, or radioactive products or waste produced in, a nuclear ship flying the flag of a Contracting State.

Article XIV

This Convention shall supersede any International Conventions in force or open for signature, ratification or accession at the date on which this Convention is opened for signature, but only to the extent that such Conventions would be in conflict with it; however, nothing in this Article shall affect the obligations of Contracting States to non-Contracting States arising under such International Conventions.

Article XV

1. Each Contracting State undertakes to take all measures necessary to prevent a nuclear ship flying its flag from being operated without a licence or authority granted by it.
2. In the event of nuclear damage involving the nuclear fuel of, or radioactive products or waste produced in, a nuclear ship flying the flag of a Contracting State, the operation of which

或其他財務擔保提供之款項可依本條第6項供支應賠償請求者，該請求權人，就其核子損害之賠償請求，即不再享有對營運人之任何其他資產行使任何其他權利；然在任何締約國，營運人所提供或為其提供之擔保物或保證金(訴訟費用之保證金除外)應予釋放。

第 12 條

1. 締約國謹此同意採取必要措施、以確保本公約規定之實施，包括供核子損害賠償用之款項之迅速及公平分配之任何適當措施。
2. 締約國謹此同意採取必要措施以確保保險、再保險或其他財務擔保，或依第3條第2項所為此等保險、保證，所提供之保險與再保險，保險及款項，應可自由兌換成遭受損害所在地之締約國或請求權人慣居地之締約國之貨幣，另保險與再保險之保險費及支付款應可自由兌換成保險或再保險契約所規定之貨幣。
3. 本公約之適用，不因國籍、住所居所而有區別。

第 13 條

本公約適用於發生於全球任何地方並涉及懸掛締約國國旗之核子船舶之核子燃料或在該船內所產生之放射性產物或廢料之核子事故所造成之核子損害。

第 14 條

本公約應取代現已生效或本公約接受簽署之日正待接受簽署批准或加入之任何國際公約，但僅以此等公約將與本公約相牴觸者為限；惟本條應不影響依此等國際公約所發生本公約締約國對非本公約締約國之義務。

第 15 條

1. 各締約國謹此同意採取一切必要措施，以防止一懸掛其國旗之核子船舶，未經其給予執照或許可而為營運。
2. 若核子損害涉及一懸掛締約國國旗之核子船舶之核子燃料或在該船內產生之放射性產物或廢料，而該船舶

was not at the time of the nuclear incident licensed or authorized by such Contracting State, the owner of the nuclear ship at the time of the nuclear incident shall be deemed to be the operator of the nuclear ship for all the purposes of this Convention, except that his liability shall not be limited in amount.

3. In such an event, the Contracting State whose flag the nuclear ship flies shall be deemed to be the licensing State for all the purposes of this Convention and shall, in particular, be liable for compensation for victims in accordance with the obligations imposed on a licensing State by Article III and up to the limit laid down therein.
4. Each Contracting State undertakes not to grant a licence or other authority to operate a nuclear ship flying the flag of another State. However, nothing in this paragraph shall prevent a Contracting State from implementing the requirements of its national law concerning the operation of a nuclear ship within its internal waters and territorial sea.

Article XVI

This Convention shall apply to a nuclear ship from the date of her launching. Between her launching and the time she is authorized to fly a flag, the nuclear ship shall be deemed to be operated by the owner and to be flying the flag of the State in which she was built.

Article XVII

Nothing in this Convention shall affect any right which a Contracting State may have under international law to deny access to its waters and harbours to nuclear ships licensed by another Contracting State, even when it has formally complied with all the provisions of this Convention.

Article XVIII

An action for compensation for nuclear damage, shall be brought against the operator; it may also be brought against the insurer or any person other than the licensing State who has provided financial security to the operator pursuant to paragraph 2 of Article III, if the right to bring an action against the insurer or such other person is provided under the applicable national law.

Article XIX

Notwithstanding the termination of this Convention or the termination of its application to any Contracting State pursuant to Article XXVII, the provisions of the Convention shall continue to apply with respect to any nuclear damage caused by a nuclear incident involving the nuclear fuel of, or radioactive products or waste produced in, a nuclear ship licensed or otherwise authorized for operation by any Contracting State prior to the date of such termination, provided the nuclear incident occurred prior to the date of such termination or, in the event of a nuclear incident

之運用於核子事故發生時，係未經該締約國給予執照或許可者，在核子事故發生時，該核子船舶之所有人，為本公約之一切目的，應視為該核子船舶之營運人，然其責任在數額上不應予以限制。

3. 於前項情形，該核子船舶所懸掛他國國旗所屬締約國，為本公約之一切目的，應視為給照國，尤其應依第3條所加於給照國之義務暨所規定之額度，對受害人之賠償負責任。
4. 各締約國謹此同意對懸掛他國國旗之核子船舶不給發照或許可營運。然本項並不妨礙一締約國實施國內法對於在其內水及領海內核子船舶之營運所為之規定。

第 16 條

本公約所應適用之核子船舶，自其下水之日起，於其下水至其被許可懸掛國旗時之期間內，該核子船舶應視為所有人所營運並懸掛其建造地國家之國旗。

第 17 條

本公約並不影響一締約國依國際法得拒絕另一締約國給予執照之核子船舶進入其水域及港口之任何權利，既使該國已正式同意本公約一切規定者亦同。

第 18 條

核子損害之賠償訴訟應對營運人提出；該賠償訴訟亦得對依照第 3 條第 2 項已為營運人提供財務擔保之保險人或除給照國外之任何人提出之，惟以對保險人或是項其他人提出訴訟之權利係依可適用之國內法有所規定者為限。

第 19 條

既使本公約終止或依第 27 條對任一締約國之適用終止，本公約之規定應繼續適用於核子事故所造成之任何核子損害，而該核子事故係涉及是項終止之日以前任一締約國給予執照或以他方式許可運用之核子船舶之核子燃料或在該船舶內產生之放射性產物或廢料者，然以該核子事故發生於是項終止之日以前者，或核子事故雖發生於是項終止之日以後而

occurring subsequent to the date of such termination, prior to the expiry of a period of twenty-five years after the date of such licensing or other authorization to operate such ship.

Article XX

Without prejudice to Article X, any dispute between two or more Contracting Parties concerning the interpretation or application of this Convention which cannot be settled through negotiation, shall, at the request of one of them, be submitted to arbitration. If within six months from the date of the request for arbitration the Parties are unable to agree on the organization of the arbitration, any one of those Parties may refer the dispute to the International Court of Justice by request in conformity with the Statute of the Court.

Article XXI

1. Each Contracting Party may at the time of signature or ratification of this Convention or accession thereto, declare that it does not consider itself bound by Article XX of the Convention. The other Contracting Parties shall not be bound by this Article with respect to any Contracting Party having made such a reservation.
2. Any Contracting Party having made a reservation in accordance with paragraph .1 may at any time withdraw this reservation by notification to the Belgian Government.

Article XXII

This Convention shall be open for signature by the States represented at the eleventh session (1961-1962) of the Diplomatic Conference on Maritime Law.

Article XXIII

This Convention shall be ratified and the instruments of ratification shall be deposit with the Belgian Government.

Article XXIV

1. This Convention shall come into force three months after the deposit of an instrument of ratification by at least one licensing State and one other State.
2. This Convention shall come into force, in respect of each signatory State which ratifies it after its entry into force as provided in paragraph 1 of this Article, three months after the date of deposit of the instrument of ratification of that State.

Article XXV

1. States Members of the United Nations, Members of the specialized agencies and of the International Atomic Energy Agency not represented at the eleventh session of the

係發生於是項給照國或其他許可運用是項船舶之日以後廿五年之期間屆滿以前者為限。

第 20 條

於不影響第 10 條適用之情況下，二或二以上締約者間有關本公約之解釋或適用之任何爭議無法以協商方式解決者，應依其中之一之請求提付仲裁，若自請求提付仲裁之日起六個月內各當事者無法就仲裁機構獲致一致同意者，各當事者中之任一方面得依照國際法庭規約將爭議向國際法庭提出。

第 21 條

1. 各締約國得於簽署或批准或加入本公約時聲明其本身不受本公約第 20 條之拘束。其他締約國對於曾為是項保留之締約國應不受該條之拘束。
2. 任一締約國依第 1 項為保留者，得於任何時間以通知送比利時政府撤銷該項保留。

第 22 條

本公約應由出席第十一屆海事法外交會議(1961 至 1962) 之國家簽署。

第 23 條

本公約批准後，批准文件應送交比利時政府存放。

第 24 條

1. 本公約於至少一給照國及一其他國家存放批准文件後三個月內發生效力。
2. 對於本公約依本條第 1 項生效後批准本公約之簽署國，本公約應於該國存放批准文件之日後三個月起對該國生效。

第 25 條

1. 未出席第十一屆海事法外交會議之聯合國之會員國，其專門機構及國際原子能總署之會員國得加入本公約。

Diplomatic Conference on Maritime Law, may accede to this Convention.

2. The instruments of accession shall be deposited with the Belgian Government.
3. The Convention shall come into force in respect of the acceding State three months after the date of deposit of the instrument of accession of that State, but not before the date of entry into force of the Convention as established by Article XXIV.

Article XXVI

1. A conference for the purpose of revising this Convention shall be convened by the Belgian Government and the International Atomic Energy Agency after the Convention has been in force five years.
2. Such a conference shall also be convened by the Belgian Government and the International Atomic Energy Agency before the expiry of this term or thereafter, if one third of the Contracting States express a desire to that effect.

Article XXVII

1. Any Contracting State may denounce this Convention by notification to the Belgian Government at any time after the first revision Conference held in accordance with the provisions of Article XXVII.
2. This denunciation shall take effect one year after the date on which the notification has been received by the Belgian Government.

Article XXVIII

The Belgian Government shall notify the States represented at the eleventh session of the Diplomatic Conference on Maritime Law, and the States acceding to this Convention, of the following:

1. Signatures, ratifications and accessions received in accordance with Articles XXII, XXIII and XXV.
2. The date on which the Convention will come into force in accordance with Article XXIV.
3. Denunciations received in accordance with Article XXVII.

In witness whereof, the undersigned Plenipotentiaries, whose credentials have been found in order, have signed this Convention.

DONE at Brussels, this twenty-fifth day of May, one thousand nine hundred and sixty-two, in the English, French, Russian and Spanish languages in a single copy, which shall remain deposited in the archives of the Belgian Government which shall issue certified copies.

In case of any disparity in the texts, the English and French versions shall be authentic.

2. 加入文件應送交比利時政府存放。
3. 對於加入本公約之國家，本公約於該國存放加入文件之日後三個月起生效，然不得在第24條所定本公約生效之日以前。

第 26 條

1. 本公約生效經過五年後，應由比利時政府及國際原子能總署召開一以修改本公約為目的之會議。
2. 如經三分之一締約國之要求，是項會議並應由比利時政府及國際原子能總署於前項期間屆滿以前或以後召開之。

第 27 條

1. 任何締約國得於依第26條第1項規定舉行之修改會議後任何時間，以退出本公約之通知送達比利時政府。
2. 前項退出應於該通知比利時政府收到之日後一年起生效。

第 28 條

比利時政府應將下列事項通知出席第十一屆海事法外交會議之國家及加入本公約之國家：

1. 依第22條，第23條及第25條所為之簽署、批准及加入。
2. 依第24條本公約生效之日期。
3. 依第27條所為之退出。

為此，爰經下列全權代表，其全權證書均已審查合格，簽署本公約，以昭信守。

西元 1962 年 5 月 25 日訂於布魯塞爾，原本一份以英文、法文、俄文及西班牙文作成，存放比利時政府分發正式副本。

各約本文字上如有不同者，應以英文及法文本為準。