

1974 年關於海上載運旅客及其行李之雅典公約

1974 年 12 月 13 日 訂於雅典，1987 年 4 月 28 日生效

Athens Convention relating to the Carriage of Passengers and their Luggage by Sea (PAL), 1974

Signed at Athen, December 13, 1974; Entered into Force April 28, 1987

Athen 1974

THE STATES PARTIES TO THIS CONVENTION,
HAVING RECOGNIZED the desirability of determining by agreement certain rules relating to the carriage of passengers and their luggage by sea;
HAVE DECIDED to conclude a Convention for this purpose and have thereto agreed as follows:

本公約各締約國，
承認必須通過有關海上運送旅客及其行李制定若干規則協議之需求，

決定為此締結公約，並達成協議如下：

Article I Definitions

第 1 條 定義

In this Convention the following expressions have the meaning hereby assigned to them:

於本公約，下列名詞之意義為：

1. (a) "carrier" means a person by or on behalf of whom a contract of carriage has been concluded, whether the carriage is actually performed by him or by a performing carrier,
(b) "performing carrier" means a person other than the carrier, being the owner, charterer or operator of a ship, who actually performs the whole or a part of the carriage;
2. "contract of carriage" means a contract made by or on behalf of a carrier for the carriage by sea of a passenger or of a passenger and his luggage, as the case may be;
3. "ship" means only a seagoing vessel, excluding an air-cushion vehicle;
4. "passenger" means any person carried in a ship,
(a) under a contract of carriage, or
(b) who, with the consent of the carrier, is accompanying a vehicle or live animals which are covered by a contract for the carriage of goods not governed by this Convention;
5. "luggage" means any article or vehicle carried by the carrier under a contract of carriage, excluding:
(a) articles and vehicles carried under a charter party, bill of lading or other contract primarily concerned with the carriage of goods, and
(b) live animals;
6. "cabin luggage" means luggage which the passenger has in his cabin or is otherwise in his possession, custody or

1. (a) 「運送人」係指由其或以其名義訂立運送契約之人，不論該運送是否實際由其履行或由履約運送人履行，
(b) 「履約運送人」係指非運送人，然實際履行全部或部分運送之任一船舶之所有人、租傭船人或營運人；
2. 「運送契約」係指由運送人或以其名義訂立之海上運送旅客或旅客及其行李之契約；
3. 「船舶」僅指海船，不包括氣墊航具；
4. 「旅客」係指船舶依下列情況所搭載之任何人：
(a) 依據運送契約，或
(b) 經運送人同意，不受本公約拘束之貨物運送契約規定之任何伴隨車輛或活動物之人；
5. 「行李」係指運送人依據運送契約所運送之任何物品或車輛，但不包括：
(a) 依據租傭船契約、載貨證券或主要與貨物運送有關之其他契約所運送之物品及車輛，及
(b) 活動物；
6. 「自帶行李」係指旅客在其客艙內之行李，或其他由其攜帶、保管或控制之行

control. Except for the application of paragraph 8 of this Article and Article 8, cabin luggage includes luggage which the passenger has in or on his vehicle.

7. "loss of or damage to luggage" includes pecuniary loss resulting from the luggage not having been re-delivered to the passenger within a reasonable time after the arrival of the ship. On which the luggage has been or should have been carried, but does not include delays resulting From labour disputes;
8. "carriage" covers the following periods:
 - (a) with regard to the passenger and his cabin luggage, the period during which the passenger and/or his cabin luggage are on board the ship or in the course of embarkation or disembarkation, and the period during which the passenger and his cabin luggage are transported by water from land to the ship or vice versa, if the cost of such transport is included in the fare or if the vessel used for the purpose of auxiliary transport has been put at the disposal of the passenger by the carrier. However, with regard to the passenger, carriage does not include the period during which he is in a marine terminal or station or on a quay or in or on any other port installation;
 - (b) with regard to cabin luggage, also the period during which the passenger is in a marine terminal or station or on a quay or in or on any other port installation if that luggage has been taken over by the carrier or his servant or agent and has not been re-delivered to the passenger,
 - (c) with regard to other luggage which is not cabin luggage, the period from the time of its taking over by the carrier or his servant or agent onshore or on board until the time of its re-delivery by the carrier or his servant or agent;
9. "international carriage" means any carriage in which, according to the contract of carriage, the place of departure and the place of destination are situated in two different States, or in a single State if, according to the contract of carriage or the scheduled itinerary, there is an intermediate port of call in another State.

Article 2 Application

1. This Convention shall apply to any international carriage if:
 - (a) the ship is flying the flag of or is registered in a State Party to this Convention, or
 - (b) the contract of carriage has been made in a State Party to this Convention, or
 - (c) the place of departure or destination, according to the contract of carriage, is in a State Party to this Convention.
2. Notwithstanding paragraph 1 of this Article, this Convention shall not apply when the carriage is subject, under any other international convention concerning the carriage of passengers or luggage by another mode of transport to a civil liability regime under the provisions of such convention, in so far as those provisions have mandatory application to carriage by sea.

李。除適用本條第8項及第8條外，自帶行李包括旅客在其車內或車上之行李。

7. 「行李滅失或損壞」包括於運送或本應運送行李之船舶到達之合理時間內，未能將該行李交還旅客而引起的經濟損失，但不包括勞資糾紛引起之延誤；
8. 「運送」包括下列期間：
 - (a) 對旅客及其自帶行李而言，旅客及其自帶行李於船上期間，或上下船期間，以及旅客及其自帶行李從岸上經水路運送至船上或從船上經水路運送至岸上之期間，但以該運送之費用已包括在客票價之內，或用於此種輔助運送之船舶已由運送人交由旅客支配為限。然對旅客而言，“運送”不包括旅客在海運港站或碼頭上，或在其他港口設施之中或之上之期間；
 - (b) 有關自帶行李，亦包括該旅客於海運港站或碼頭或任何其他港埠設施之期間，然以該行李已交付給運送人或其受雇人或代理人，且未返交給該旅客者為限；
 - (c) 有關自帶行李以外之行李，為運送人或其受雇人或代理人於岸上或船上接收該行李，以迄由運送人或其受雇人或代理人交還行李之期間；
9. 「國際運送」係指依照運送契約，出發地及目的地位於兩個不同國家之內，或雖位於同一國家內，但依據運送契約或船期表，中途停靠港在另一國家之任何運送。

第2條 適用

1. 本公約適用於下列任何國際運送：
 - (a) 船舶懸掛本公約任一締約國之國旗，或於本公約任一締約國內為登記，或
 - (b) 運送契約於本公約任一締約國內訂立，或
 - (c) 依照運送契約，出發地或目的地位於本公約任一締約國內。
2. 無論本條第1項規定為何，如依據以他種運送方式運送旅客或行李之任何其他國際公約之有關規定，且運送受該公約規定之某種民事責任制度之拘束者，則於該規定強制適用於海上運送之範圍內，本公約不予適用。

Article 3 Liability of the carrier

1. The carrier shall be liable for the damage suffered as a result of the death of or personal injury to a passenger and the loss of or damage to luggage if the incident which caused the damage so suffered occurred in the course of the carriage and was due to the fault or neglect of the carrier or of his servants or agents acting within the scope of their employment.
2. The burden of proving that the incident which caused the loss or damage occurred in the course of the carriage, and the extent of the loss or damage, shall lie with the claimant.
3. Fault or neglect of the carrier or of his servants or agents acting within the scope of their employment shall be presumed, unless the contrary is proved, if the death of or personal injury to the passenger or the loss of or damage to cabin luggage arose from or in connection with the shipwreck, collision, stranding, explosion or fire, 'or defect in the ship. In respect of loss of or damage to other luggage, such fault or neglect shall be presumed, unless the contrary is proved, irrespective of the nature of the incident which caused the loss or damage. In all other cases the burden of proving fault or neglect shall lie with the claimant.

Article 4 Performing carrier

1. If the performance of the carriage or part thereof has been entrusted to a performing carrier, the carrier shall nevertheless remain liable for the entire carriage according to the provisions of this Convention. In addition, the performing carrier shall be subject and entitled to the provisions of this Convention for the part of the carriage performed by him.
2. The carrier shall, in relation to the carriage performed by the performing carrier, be liable for the acts and omissions of the performing carrier and of his servants and agents acting within the scope of their employment.
3. Any special agreement under which the carrier assumes obligations not imposed by this Convention or any waiver of rights conferred by this Convention shall affect the performing carrier only if agreed by him expressly and in writing.
4. Where and to the extent that both the carrier and the performing carrier are liable, their liability shall be joint and several.
5. Nothing in this Article shall prejudice any right of recourse as between the carrier and the performing carrier.

Article 5 Valuables

The carrier shall not be liable for the loss of or damage to monies, negotiable securities, gold, silverware, jewellery, ornaments, works of art, or other valuables, except where such valuables have been deposited with the carrier for the agreed purpose of safe-keeping in which case the carrier shall be liable up to the limit provided for in paragraph 3 of Article 8 unless a

第 3 條 運送人責任

1. 於運送期間，且為運送人或其受雇人或代理人於在職務範圍內行事之過失或疏忽所致之旅客傷亡及行李毀損滅失之損害，運送人應負賠償責任。
2. 有關造成毀損滅失事故是否發生於運送期間及其毀損滅失範圍之舉證，由求償人承擔。
3. 如旅客傷亡或自帶行李之毀損滅失係因船舶沉沒、碰撞、擱淺、爆炸或火災，或船舶缺陷所致或與此有關者，除有反證，否則應推定運送人或其受雇範圍內行事之受雇人或代理人具有過失或疏忽。對於其他行李之毀損滅失，不論造成毀損滅失事故之性質為何，除有反證，否則應推定有該種過失或疏忽。在其他情況，求償人應對過失或疏忽負舉證之責。

第 4 條 履約運送人

1. 運送人將全部或部分運送委託履約運送人執行時，運送人仍應依據本公約規定就全部運送負責。而履約運送人僅就其履行之部分運送，受本公約拘束，並享有本公約規定之權利。
2. 對於由履約運送人所執行之運送，運送人亦應對履約運送人及其受雇範圍內行事之受雇人及代理之作為及不作為負責。
3. 使運送人承擔非本公約所課之義務或放棄本公約所賦予之權利之任何特別協議，僅於業經履約運送人書面明文同意之情況下，始能拘束履約運送人。
4. 就運送人及履約運送人均負責任之情況，則就此範圍，其應連帶負責。
5. 本條規定不損害運送人及履約運送人間之任何追償權利。

第 5 條 貴重物品

除雙方同意為安全保管目的，且已將貴重物品交由運送人保管外，運送人對貨幣、可流通證券、黃金、銀器、珠寶、裝飾品、藝術品或其他貴重物品之毀損滅失不負責任。於同意保管之情況，除已依照第 10 條第 1 項約定更高責任限額外，運送人之

higher limit is agreed upon in accordance with paragraph 1 of Article 10.

責任以第 8 條第 3 項規定的限額為限。

Article 6 Contributory fault

If the carrier proves that the death of or personal injury to a passenger or the loss of or damage to his luggage was caused or contributed to by the fault or neglect of the passenger, the court seized of the case may exonerate the carrier wholly or partly from his liability in accordance with the provisions of the law of that court

第 6 條 與有過失

如經運送人證明，旅客傷亡或其行李之毀損滅失係由於該旅客自身之過失或疏忽所造成或促成者，則受審法院可依該法院地法律之規定，全部或一部免除運送人之責任。

Article 7 Limit of liability for personal injury

1. The liability of the carrier for the death of or personal injury to a passenger shall in no case exceed 700,000 francs per carriage, Where in accordance with the law of the court seized of the case damages are awarded in the form of periodical income payments, the equivalent capital value of those payments shall not exceed the said limit.
2. Notwithstanding paragraph 1 of this Article, the national law of any State Party to this Convention may fix, as far as carriers who are nationals of such State are concerned, a higher *per capita* limit of liability.

第 7 條 人身傷亡之責任限額

1. 運送人對任一旅客傷亡所應承擔之責任，於任何情況下，不應超過每次運送 700,000 法郎。如依受審法院地之法律，損害賠償應以分期付款方式支付者，則這些付款數額相應的本金價值不得超過上述限額。
2. 無論本條第 1 項規定為何，本公約任何締約國之國內法仍可針對該國國民為運送人之情況，規定對每一旅客更高之責任限額。

Article 8 Limit of liability for loss of or damage to luggage

1. The liability of the carrier for the loss of or damage to cabin luggage shall in no case exceed 12,500 francs per passenger, per carriage.
2. The liability of the carrier for the loss of or damage to vehicles including all luggage carried in or on the vehicle shall in no case exceed 50,000 francs per vehicle, per carriage,
3. The liability of the carrier for the loss of or damage to luggage other than that mentioned in paragraphs 1 and 2 of this Article shall in no case exceed 18,000 francs per passenger, per carriage.
4. The carrier and the passenger may agree that the liability of the carrier shall be subject to a deduction not exceeding 1,750 francs in the case of damage to a vehicle and not exceeding 200 francs per passenger in the case of loss of or damage to other luggage, such sum to be deducted from the loss or damage.

第 8 條 行李毀損滅失之責任限額

1. 運送人對自帶行李毀損滅失之責任，於任何情況下，不應超過每位旅客每次運送 12,500 法郎。
2. 運送人對車輛，包括車內或車上所有行李之毀損滅失所承擔之責任，於任何情況下，不應超過每一車輛每次運送 50,000 法郎。
3. 運送人對本條第 1 項及第 2 項所述以外之其他行李之毀損滅失責任，於任何情況下，不應超過每位旅客每次運送 18,000 法郎。
4. 運送人及旅客可以協議對每一車輛損壞不超過 1,750 法郎之自負額，對其他行李毀損滅失每位旅客不超過 200 法郎之自負額。上述自負額應從毀損滅失中扣除之。

Article 9 Unit of account and conversion

1. The franc mentioned in this Convention shall be deemed to refer to a unit consisting of 65.5 milligrams of gold of millesimal fineness 900.
2. The amounts referred to in Articles 7 and 8 shall be converted into the national currency of the State of the court seized of the case on the basis of the official value of that currency, by reference to the unit defined in paragraph 1 of

第 9 條 貨幣單位及兌換

1. 本公約所指法郎為一純度為千分之九百之黃金 65.5 毫克構成之單位。
2. 第 7 條及第 8 條所述金額，應按判決之日或雙方同意之日受審法院地國家貨幣之官方價值，參照本條第 1 項規定之單位，兌換成該國貨幣。如無此

this Article, on the date of the judgment or the date agreed upon by the parties. If there is no such official value, the competent authority of the State concerned shall determine what shall be considered as the official value for the purpose of this Convention.

種官方價值，有關國家主管當局應確定本公約所指之官方價值。

Article 10 Supplementary provisions on limits of liability

第 10 條 責任限額之補充規定

1. The carrier and the passenger may agree, expressly and in writing, to higher limits of liability than those prescribed in Articles 7 and 8.
2. Interest on damages and legal costs shall not be included in the limits of liability prescribed in Articles 7 and 8.

1. 運送人及旅客得書面明示協議高於第 7 條及第 8 條規定之責任限額。
2. 第 7 條及第 8 條規定之責任限額，不應包括損害賠償之利息及訴訟費用。

Article 11 Defences and limits for carriers' servants

第 11 條 運送人受雇人之抗辯及限責

If an action is brought against a servant or agent of the carrier or of the performing carrier arising out of damage covered by this Convention, such servant or agent, if he proves that he acted within the scope of his employment, shall be entitled to avail himself of the defences and limits of liability which the carrier or the performing carrier is entitled to invoke under this Convention.'

依本公約規定之損失向運送人或履約運送人之受雇人或代理人提起訴訟請求者，如該受雇人或代理人能證明其在受雇範圍內行事，便有援引運送人或履約運送人依照本公約所享有之抗辯及責任限制之權利。

Article 12 Aggregation of claims

第 12 條 賠償總額

1. Where the limits of liability prescribed in Articles 7 and 8 take effect, they shall apply to the aggregate of the amounts recoverable in all claims arising out of the death of or personal injury to any one passenger or the loss of or damage to his luggage.
2. In relation to the carriage performed by a performing carrier, the aggregate of the amounts recoverable from the carrier and the performing carrier and from their servants and agents acting within the scope of their employment shall not exceed the highest amount which could be awarded against either the carrier or the performing carrier under this Convention, but none of the persons mentioned shall be liable for a sum in excess of the limit applicable to him,
3. In any case where a servant or agent of the carrier or of the performing carrier is entitled under Article 11 of this Convention to avail himself of the limits of liability prescribed in Articles 7 and 8, the aggregate of the amounts recoverable from the carrier, or the performing carrier as the case may be, and from that servant or agent, shall not exceed those limits,

1. 於第 7 條及第 8 條規定之責任限制有效適用之情況下，該限責應適用於任一名旅客之傷亡或其行李毀損滅失所致所有求償之賠償總額。
2. 於履約運送人執行之運送，自運送人、履約運送人及其在受雇範圍內行事的受雇人及代理人所取得之賠償總額，不得超過按本公約規定可從運送人或履約運送人取得之最高金額，然上述任何人均不應對超過適用於其之限責數額負責。
3. 於運送人或履約運送人之受雇人或代理人依據本公約第 11 條援引第 7 條及第 8 條所規定之責任限制情況下，自運送人或履約運送人及從該受雇人或代理人取得之賠償總額，不得超過該限責額。

Article 13 Loss of right to limit liability

第 13 條 責任限制權利之喪失

1. The carrier shall not be entitled to the benefit of the limits of liability prescribed in Articles 7 and 8 and paragraph 1 of Article 10, if it is proved that the damage resulted from an act or omission of the carrier done with the intent to cause

1. 如經證明損失係運送人故意造成，或明知可能造成此種損失而輕率地採取之作為或不作為所致，運送人便無權享有第 7 條及第 8 條及第 10 條第 1 項規定

such damage, or recklessly and with knowledge that such damage would probably result.

2. The servant or agent of the carrier or of the performing carrier shall not be entitled to the benefit of those limits if it is proved that the damage resulted from an act or omission of that servant or agent done with the intent to cause such damage, or recklessly and with knowledge that such damage would probably result.

Article 14 Basis for claims

No action for damages for the death of or personal injury to a passenger, or for the loss of or damage to luggage, shall be brought against a carrier or performing carrier otherwise than in accordance with this Convention.

Article 15 Notice of loss or damage to luggage

1. The passenger shall give written notice to the carrier or his agent:
 - (a) in the case of apparent damage to luggage:
 - (i) for cabin luggage, before or at the time of disembarkation of the passenger;
 - (ii) for all other luggage, before or at the time of its re-delivery;
 - (b) in the case of damage to luggage which is not apparent, or loss of luggage, within 15 days from the date of disembarkation or re-delivery or from the time when such re-delivery should have taken place.
2. If the passenger fails to comply with this Article, he shall be presumed, unless the contrary is proved, to have received the luggage undamaged.
3. The notice in writing need not be given if the condition of the luggage has at the time of its receipt been the subject of joint survey or inspection.

Article 16 Time-bar for actions

1. Any action for damages arising out of the death of or personal injury to a passenger or for the loss of or damage to luggage shall be time-barred after a period of two years.
2. The limitation period shall be calculated as follows:
 - (a) in the case of personal injury, from the date of disembarkation of the passenger,
 - (b) in the case of death occurring during carriage, from the date when the passenger should have disembarked, and in the case of personal injury occurring during carriage and resulting in the death of the passenger after disembarkation, from the date of death, provided that this period shall not exceed three years from the date of disembarkation;
 - (c) in the case of loss of or damage to luggage, from the date of disembarkation or from the date when disembarkation should have taken place, whichever is later.
3. The law of the court seized of the case shall govern the

之限責利益。

2. 如經證明損失係運送人或履約運送人之受雇人或代理人故意造成，或明知可能造成此種損失而輕率地採取之作為或不作為所致，該受雇人或代理人便無權享有該限責利益。

第 14 條 求償基礎

除依本公約外，不得就旅客傷亡或行李毀損滅失向運送人或履約運送人提起損失賠償訴訟請求。

第 15 條 行李毀損滅失之通知

1. 旅客應於下述時間向運送人或其代理人提交書面通知：
 - (a) 行李有明顯損壞時，
 - (i) 對自帶行李，應在旅客離船前或離船時；
 - (ii) 對所有其他行李，應在行李交還前或交還時；
 - (b) 行李之損壞不明顯或行李滅失時，應在離船之日或交還之日或本應交還之日起 15 日內。
2. 如旅客未依本條辦理，除提出反證，否則應推定其已收受完整無損之行李。
3. 如行李收取時，已對行李狀況進行聯合檢驗或檢查，則無需提交書面通知。

第 16 條 訴訟時效

1. 旅客傷亡或行李毀損滅失所致損害賠償訴訟，經過兩年不行使即行消滅。
2. 上述期限應依下述方式計算之：
 - (a) 對人身傷害，自旅客離船之日起算；
 - (b) 對發生於運送中之旅客死亡，自該旅客本應離船之日起算；對發生在運送中之旅客人身傷害並導致旅客在離船後死亡，自死亡之日起算，但此期限不得超過自離船之日起三年；
 - (c) 對行李滅失或損壞，自離船之日或本應離船之日起算，以較遲者為準。
3. 有關訴訟時效中止及中斷的事由，應受

grounds of suspension and interruption of limitation periods, but in no case shall an action under this Convention be brought after the expiration of a period of three years from the date of disembarkation of the passenger or from the date when disembarkation should have taken place, whichever is later.

4. Notwithstanding paragraphs 1, 2 and 3 of this Article, the period of limitation may be extended by a declaration of the carrier or by agreement of the parties after the cause of action has arisen. The declaration or agreement shall be in writing.

Article 17 Competent Jurisdiction

1. An action arising under this Convention shall, at the option of the claimant, be brought before one of the courts listed below, provided that the court is located in a State Party to this Convention:
 - (a) the court of the place of permanent residence or principal place of business of the defendant, or
 - (b) the court of the place of departure or that of the destination according to the contract of carriage, or
 - (c) a court of the State of the domicile or permanent residence of the claimant, if the defendant has a place of business and is subject to jurisdiction in that State, or
 - (d) a court of the State where the contract of carriage was made, if the defendant has a place of business and is subject to jurisdiction in that State.
2. After the occurrence of the incident which has caused the damage, the parties may agree that the claim for damages shall be submitted to any jurisdiction or to arbitration.

Article 18 Invalidity of contractual provisions

Any contractual provision concluded before the occurrence of the incident which has caused the death of or personal injury to a passenger or the loss of or damage to his luggage, purporting to relieve the carrier of his liability towards the passenger or to prescribe a lower limit of liability than that fixed in this Convention except as provided in paragraph 4 of Article 8, and any such provision purporting to shift the burden of proof which rests on the carrier, or having the effect of restricting the option specified in paragraph 1 of Article 17, shall be null and void, but the nullity of that provision shall not render void the contract of carriage which shall remain subject to the provisions of this Convention.

Article 19 Other conventions on limitation of liability

This Convention shall not modify the rights or duties of the carrier, the performing carrier, and their servants or agents provided for in international conventions relating to the limitation of liability of owners of seagoing ships.

審法院地之法律拘束，但於任何情況下，在旅客離船之日或本應離船之日起三年後(以較遲者為準)，即不得依據本公約提起訴訟。

4. 無論本條第 1、2 及 3 項規定為何，於訴因發生後，經運送人聲明或當事各方協議，該時效期限可以延長。該聲明或協議應以書面為之。

第 17 條 管轄權

1. 依據本公約所生訴訟，得依原告選擇，於下列任一法院提起，然以該法院於本公約締約國境內為限：
 - (a) 被告永久居所地或主要營業地之法院，或
 - (b) 運送契約規定之出發地或目的地之法院，或
 - (c) 原告戶籍地或永久居所地國之法院，但被告須在該國有營業所並受其管轄，或
 - (d) 運送契約訂立地國之法院，但被告須在該國有營業所並受其管轄。
2. 於造成損失之事故發生後，當事各方可協議將損失求償提交任何法院管轄或交付仲裁。

第 18 條 契約條款之無效

於造成旅客死傷或其行李毀損滅失之事故發生前所達成之任何契約條款，如旨在解除運送人對旅客所承擔之責任，或約定低於本公約所確定之責任限制(第 8 條第 4 項規定除外)，及旨在卸除運送人之舉證責任，或限制第 17 條第 1 項規定之選擇權，均屬無效。但該條款之無效不應使運送契約無效，運送契約仍應受本公約規定之拘束。

第 19 條 其他責任限制公約

本公約不變更有關海船所有人責任限制國際公約所規定之運送人、履約運送人及其受雇人或代理人之權利及義務。

Article 20 Nuclear damage

No liability shall arise under this Convention for damage caused by a nuclear incident:

- (a) if the operator of a nuclear installation is liable to such damage under either the Paris Convention of 29 July 1960 on Third Party Liability in the Field of Nuclear Energy as amended by its Additional Protocol of 28 January 1964, or the Vienna Convention of 21 May 1963 on Civil Liability for Nuclear Damage, or
- (b) if the operator of a nuclear installation is liable for such damage by virtue of a national law governing the liability for such damage, provided that such law is in all respects as favourable to persons who may suffer damage as either the Paris or the Vienna Conventions.

Article 21 Commercial carriage by public authorities

This Convention shall apply to commercial carriage undertaken by States or Public Authorities under contract of carriage within the meaning of Article I,

Article 22 Declaration of non-application

1. Any Party may at the time of signing, ratifying, accepting, approving or acceding to this Convention, declare in writing that it will not give effect to this Convention when the passenger and the carrier are subjects or nationals of that Party.
2. Any declaration made under paragraph 1 of this Article may be withdrawn at any time by a notification in writing to the Secretary-General of the Organization.

Article 23 Signature, ratification and accession

1. This Convention shall be open for signature at the Headquarters of the Organization until 31 December 1975 and shall thereafter remain open for accession.
2. States may become Parties to this Convention by:
 - (a) signature without reservation as to ratification, acceptance or approval;
 - (b) signature subject to ratification, acceptance or approval followed by ratification, acceptance or approval; or
 - (c) accession.
3. Ratification, acceptance, approval or accession shall be effected by the deposit of a formal instrument to that effect with the Secretary-General of the Organization.

Article 24 Entry into force

1. This Convention shall enter into force on the ninetieth day following the date on which ten States have either signed it

第 20 條 核子損害

在下列情況下，對核子事故造成之損害，不得依本公約產生任何責任：

- (a) 如依據 1964 年 1 月 28 日補充議定書修正之 1960 年 7 月 29 日核能方面第三方責任巴黎公約，或 1963 年 5 月 21 日核損害民事責任維也納公約之規定，核子設施營運人應對此損害負責，或
- (b) 依據拘束此損害責任之國內法，核子設施營運人應對此損害負責，但以此國內法應在各方面及巴黎公約或維也納公約一樣有利於可能遭受損害之人者為限。

第 21 條 公共官署所為之商業運送

本公約適用於國家或公共官署依據第 1 條定義之運送契約所從事之商業運送。

第 22 條 不適用本公約之聲明

1. 任何締約國可以在簽署、批准、接受、核准或加入本公約時以書面聲明，當運送人及旅客同屬該國國民時，不適用本公約。
2. 根據本條第 1 項所作之任何聲明，可透過向本組織秘書長提交一書面通知之方式，隨時予以撤銷。

第 23 條 簽署、批准及加入

1. 本公約於 1975 年 12 月 31 日前在本組織總部開放供簽署，並在其後繼續開放供加入。
2. 各國可以下列方式成為本公約之締約國：
 - (a) 簽署並對批准、接受或核准無任何保留；
 - (b) 簽署而有待批准、接受或核准，隨後再予以批准、接受或核准；或
 - (c) 加入。
3. 批准、接受、核准或加入本公約，應向本組織秘書長交存一份相應的正式文件。

第 24 條 生效

1. 本公約應在十個國家在公約上簽署並對批准、接受或核准無保留，或者已經

without reservation as to ratification, acceptance or approval or have deposited the requisite instruments of ratification, acceptance, approval or accession.

2. For any State which subsequently signs this Convention without reservation as to ratification, acceptance or approval, or deposits its instrument of ratification, acceptance, approval or accession, the Convention shall come into force on the ninetieth day after the date of such signature or deposit.

Article 25 Denunciation

1. This Convention may be denounced by a Party at any time after the date on which the Convention entered into force for that Party.
2. Denunciation shall be effected by the deposit of an instrument with the Secretary-General of the Organization who shall inform all other Parties of the receipt of the instrument of denunciation and of the date of its deposit.
3. A denunciation shall take effect one year after the deposit of an instrument of denunciation, or after such longer period as may be specified in the instrument.

Article 26 Revision and amendment

1. A Conference for the purpose of revising or amending this Convention may be convened by the Organization.
2. The Organization shall convene a Conference of the Parties to this Convention for revising or amending it at the request of not less than one-third of the Parties.
3. Any State becoming a Party to this Convention after the entry into force of an amendment adopted by a conference convened in accordance with this Article shall be bound by the Convention as amended.

Article 27 Depositary

1. This Convention shall be deposited with the Secretary-General of the Organization.
2. The Secretary-General of the Organization shall:
 - (a) inform all States which have signed or acceded to this Convention of:
 - (i) each new signature and each deposit of an instrument together with the date thereof;
 - (ii) the date of entry into force of this Convention;
 - (iii) any denunciation of this Convention and the date on which it takes effect;
 - (b) transmit certified true copies of this Convention to all signatory States and to all States which have acceded to this Convention.
3. Upon entry into force of this Convention, a certified true copy thereof shall be transmitted by the Secretary-General of the Organization to the Secretariat of the United Nations for registration and publication in accordance with Article 102 of the Charter of the United Nations.

交存所需批准、接受、核准或加入書之日後第 90 天生效。

2. 對此後簽署本公約並對批准、接受或核准無保留，或交存批准、接受、核准或加入之國家，本公約應在此種簽署或文件交存之日後第 90 天生效。

第 25 條 退出

1. 任何締約國可於本公約對其生效以後，隨時退出本公約。
2. 退出本公約應向本組織秘書長交存一份文件，秘書長應將退出文件收到及交存日期通知所有其他締約國。
3. 退出本公約，應在交存退出通知後一年或該文件中所指明之較此更長之期限後生效。

第 26 條 修訂及修正

1. 修訂或修正本公約的會議，由本組織召開。
2. 經不少於三分之一締約國要求，本組織應召開本公約締約國會議，修訂或修正本公約。
3. 於依照本條召開的會議所通過之修正案生效後成為本公約的締約國的任何國家應受經修正的本公約之拘束。

第 27 條 保存

1. 本公約應由本組織秘書長保存。
2. 本組織秘書長應當：
 - (a) 將下列情況通知已簽署或加入本公約的所有國家：
 - (i) 任一新的簽署及任一文件之交存及其日期；
 - (ii) 本公約之生效日期；
 - (iii) 對本公約之任何退出及其生效日期；
 - (b) 將本公約核證無誤之副本分送給所有簽署國及所有已加入本公約的國家。
3. 本公約一經生效，本組織秘書長便應依照聯合國憲章第 102 條，將一份核證無誤之本公約副本，送交聯合國秘書長供登記及公佈。

Article 28 Languages

This Convention is established in a single original in the English and French languages, both texts being equally authentic. Official translations in the Russian and Spanish languages shall be prepared by the Secretary-General of the Organization and deposited with the signed original.

IN WITNESS WHEREOF the undersigned being duly authorized for that purpose have signed this Convention.

DONE AT ATHENS this thirteenth day of December one thousand nine hundred and seventy-four.

第 28 條 文字

本公約正本一份，用英文及法文寫成，兩種文本具有同等效力。本組織秘書長應準備俄文及西班牙文正式譯本，與經簽署的正本一同保存。

以下署名者，經正式授權，特簽署本公約，以昭信守。

1974 年 12 月 13 日訂於雅典。