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Nuclear Liability in Transport: Legal Framework and Risk Management

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1. Application of Nuclear Liability to Transport

The Paris Convention on Third Party Liability in the Field of Nuclear Energy (Paris Convention or PC), the Vienna Convention on Civil Liability for Nuclear Damage (Vienna Convention or VC) and the Protocol to amend the Vienna Convention (the Revised Vienna Convention or RVC), as well as the Convention on Supplementary Compensation for nuclear damage (Convention on Supplementary Compensation or CSC), provide similar provisions regarding transport, i.e. :

- Nuclear Third-Party Liability (nuclear liability or NTPL) during transport relates to the nuclear damage that may be caused by the nuclear substances / material[1] transported to potential third parties during the transport operations.
- Nuclear liability is legally borne either by the Consignor or by the Consignee, and exceptionally by the transporter under certain specific circumstances in some countries.
- Nuclear liability is not ruled by the Incoterms and needs specific contractual arrangements between the Consignor and the Consignee to define who will bear the nuclear liability in case of a Nuclear Incident occurs during the transport operations, and the conditions under which a transfer of liability can be arranged subject to legal possibilities.

General insurance policies typically have exclusion clauses regarding damage or loss caused by nuclear damage. Therefore, there is a need for a specific mechanism to address the insurance of nuclear operations. National legislation and regulations describe the scope for liability for the nuclear operators, based on the stipulations of the nuclear liability conventions. Insurance policies must comply with the national legislation and regulations.

1.1. Transport between States parties to the same international instrument(s)(PC, VC, RVC, CSC, JP)

The operator of a nuclear installation shall be liable for nuclear damage upon proof that it was caused by a nuclear incident outside its installation and involving nuclear substances/material in the course of carriage therefrom / thereto, only if the incident occurs:

- before nuclear liability is transferred, pursuant to the express written terms of a contract, to another operator;
- in the absence of such express terms, before the operator of another nuclear installation has taken charge of the nuclear substances/material; or
- where the nuclear substances/material are intended to be used in a reactor comprised in a means of transport, before the person duly authorised to operate that reactor has taken charge of the nuclear substances/material.

With regard to the Paris Convention, nuclear liability can only be transferred to an operator which has a direct economic interest.

[1] Please note that the Paris Convention refers to “nuclear substances” as the other conventions use the term “nuclear material”, but they both comprise nuclear fuel (other than natural uranium and other than depleted uranium) and radioactive products or waste.

1.2. Transport between States that have no treaty relations, i.e. that are NOT parties to the same international nuclear liability instruments (PC, VC, RVC, CSC, JP)

The operator of a nuclear installation shall be liable for nuclear damage upon proof that it was caused by a nuclear incident outside its installation and involving nuclear substances/material in the course of carriage therefrom / thereto, only if:

- nuclear substances/material are sent to a person within the territory of a non-Contracting State (i.e. a State with whom the sending State has no treaty relations): before they have been unloaded from the means of transport by which they have arrived in the territory of that non-Contracting State
- the nuclear substances/material are, with the written consent of the operator, been sent from a person within the territory of a non-Contracting State: after they have been loaded on the means of transport by which they are to be carried from the territory of that State.

2. Some Specific Cases

The carrier may be considered as the operator under strict conditions: a carrier may, at his request if authorized by applicable law and with the consent of an operator concerned and the relevant competent authority, be designated or recognized as operator in place of that operator in respect of such nuclear material or radioactive waste it may be carrying, and will hold the Certificate of Financial Security (CoFS)

- **Sharing a carriage:** where more than one operator is liable and it is difficult to distinguish who is liable for what damage, then liability is joint and several (PC Recommendation: a nuclear operator should not be held liable for damage caused by a nuclear incident to nuclear substances/material in course of carriage belonging to other operators, unless he has assumed nuclear liability pursuant to a contract in writing or of which he has taken charge).
- **Nuclear damage caused jointly by a nuclear incident and by another event:** when the nuclear damage caused by both events cannot be reasonably separated, it shall be considered that all nuclear damage was caused by the nuclear incident.
- **Transit PC / CSC:** For carriage transiting within its territory, a State may require that the foreign operator's liability be increased to its own operators' "normal" liability amounts; except in case of carriage by sea: where, under international law, there is a right of entry in cases of urgent distress into the ports or right of innocent passage through its territory; or carriage by air: where, by agreement or under international law, there is a right to fly over or land on the territory.

A recommendation of the Paris Convention provides that the maximum total liability for a nuclear incident occurring in the territory of a State will be the higher amount required by the Installation State (i.e. the State where the nuclear installation of the operator that is bearing the nuclear liability during the shipment is situated). If a State wishes to increase the nuclear liability amounts during transit, such decision should be examined either within the OECD Nuclear Energy Agency Nuclear Law Committee, or within the framework of bilateral discussions with the country/ies concerned by the transit.

3. Insurance in Nuclear Transport

The Paris Convention, Vienna Convention and the Revised Vienna Convention require that:

- The sending or receiving operator provides the carrier with a Certificate of Financial Security (CoFS) issued by or on behalf of an insurer or other financial guarantor;
- A State may exclude this obligation in relation to carriage which takes place wholly within its own territory (PC/RVC)
- A nuclear operator must present a CoFS to the carrier. The certificate must mention information relating to the shipment, including:
    - Details of the operator (name, address),
    - The amount, type and duration of the CoFS,
    - The details of the nuclear substances/material and the carriage,
    - The statement by the competent public authority confirming that the person named as an “operator” under the CoFS is an “operator” as defined under the nuclear liability conventions.
- No insurer or financial guarantor shall suspend or cancel the insurance or other financial security relating to the carriage during the period of the carriage in question.

The insurance for nuclear liability is handled through nuclear insurance pools or mutual insurance associations. An insurance pool is a relatively common mechanism in the insurance sector where insurers jointly insure a particular risk, thus sharing such risk that cannot be assumed by one insurer only. The first nuclear insurance pool dates back from the 1950’s.

There are currently 26 active nuclear insurance pools. As nuclear insurance pools have cross-border agreements to reinsure each other, there is a need for a comprehensive infrastructure.

Under the Incoterms, the «Insurances» relate to the Cargo Insurance, which covers loss of or damage to the goods transported. These Insurances are not legally compulsory and are in addition to the nuclear liability insurance, which is legally compulsory.

4. Nuclear Liability Transport During Transport

- **The sending or receiving operator will bear the nuclear liability:** if a nuclear incident occurs during the shipment and causes nuclear damage; and will therefore need to organise the insurance or financial security to cover the transportation. The transfer of nuclear liability between the sending or receiving operator should be clearly set forth in a written contract.
- **A carrier will not bear the nuclear liability without its full knowledge:** it needs to be allowed under its national law; the carrier will have to require the transfer of nuclear liability, have the consent of the operator situated in its territory and the approval of the competent public authority.
- **Nuclear operators must compensate for nuclear damage to the means of transport:** however, such compensation cannot reduce the amounts available to compensate third parties for nuclear damage below the nuclear liability amount applicable to the transportation of nuclear substances/material.
- **Nuclear liability transfer:** in a single shipment, where all the nuclear substances/material belongs only to one operator, the transfer of nuclear liability between the sending operator and the receiving operator can be established in a contract between the two operators.

5. Risk Management for Transporters

Transporters could be forgiven for wondering whether nuclear liability is an issue for them. However, as already mentioned it's **the sending or receiving operator that will bear the nuclear liability** if a nuclear incident occurs and causes nuclear damage.

Nonetheless, from a practical perspective, it makes good business sense for transporters to be prepared for the unexpected by understanding the issues and risks around nuclear liability and to be clear who is responsible for which risk, to what extent, and what is their exposure, if any.

5.1. Basic Risk Management

As a transporter, understanding nuclear liability is good risk management. In the worst case scenario, transporters could be sued for nuclear damage claims if, for example, the party bearing the nuclear liability did not have the relevant NTPL insurance in place for whatever reason (e.g. the contract was not specific or clear enough regarding the transfer of nuclear liability between the sending and the receiving operator). This could lead to the transporter being caught in the process of claims and counter claims because they were in charge (and therefore in control) of the nuclear cargo. It is key for transporters to understand the risk allocation (i.e. what they are exposed to, what is their responsibility, what is not their responsibility and whose responsibility it is), and therefore their risk exposure, if any. Any risk exposure can be reflected in the price of the transportation service they will provide or can be transferred to a third party by subcontracting such service. The risk and costs can then be apportioned appropriately – whether on the transporter, one of the operators, a supplier, the insurer, or a combination of all.

This factsheet will review different aspects of nuclear transport to highlight some of the issues that transporters should look out for in the context of nuclear liability. The aim is to highlight that with a little preparation and the right advice early on, transporters can spot any potential gaps, issues and misunderstanding, and ensure they are addressed in an agreed manner in advance of any potential shipment.

The purpose is to help avoiding delays, debates and potentially unscheduled costs at a later stage. Even if all risks are not fully mitigated, transporters should at least be clear about all the risks in advance so they can decide whether they want to proceed with the transport.

5.2. Nuclear Liability Transfer

Transporters must ensure all the parties involved in the organization of the carriage understand who will bear the nuclear liability for the cargo at the different phases of the journey, i.e. when the nuclear liability is transferred from one entity to another. As mentioned above, nuclear liability may be transferred from one operator to the other when the cargo is unloaded from, or loaded onto, the means of transport. However, the parties should be clear and aligned on what is considered loading/unloading as there may be conflicting views. For example, the point of loading can be when a crane hook attaches to the transport package, when it lifts the package up, when the package is clear of the vessel or truck, or when the hook is detached from package.

Nuclear liability can also be transferred when the means of transport reaches the "gates of the receiving facility", which can have multiple interpretations, e.g.: when the carriage reaches outside the gates, passes through the gates, or when it reaches a particular location within the receiving facility site, or

when the radioactive substances/material are unloaded from the means of transport inside the receiving facility site.

In other circumstances, where for example both the sending and receiving States are parties to the same nuclear liability instrument(s), the two operators can decide for themselves to change the nuclear liability point of transfer from the standard position, which is “at the gates of the receiving facility”, to any other point of transfer in the transportation route between the two facilities.

Due to the fact that there could be different interpretations regarding the point of transfer, the transporters should ensure that this matter is well documented and explained in similar terms in all contracts relating to the shipment, including the contract they will have with their customer and the contract between the sending and receiving operators. Otherwise, transporters may be at risk in case the nuclear liability insurance is not well established and leaves gaps between nuclear liability insurance coverage because the two operators disagree on the point of transfer of the nuclear liability.

The smallest gap in the nuclear liability insurance can lead to disputes regarding the insurance cover, exposing the transporter to potentially having to bear the liability for nuclear damage.

It is important to note that non-nuclear liability can also be transferred when leaving or entering a port, loading the cargo onto another mode of transport (like a train or truck), entering the gates of a specific facility, etc. Consequently, nuclear liability and non-nuclear liability can be misunderstood as being the same type of liability, which is not the case. It is advisable to clearly specify the agreed point of transfer for these different liabilities in the contractual documentation relating to the shipment, in order for all those involved, including the insurers, to have the same understanding regarding these matters.

5.3. Non-convention and Tort Claims

When the State of the operator liable for nuclear damage and the State where nuclear damage has been suffered are not parties to the same nuclear liability instrument(s) (i.e. Paris Convention, Vienna Convention, Revised Vienna Convention, CSC and Joint Protocol), the victims having suffered such nuclear damage can seek compensation under general tort law, as those claims will fall outside the scope of the nuclear liability regimes. This means that the victims may sue whoever they consider liable for the incident that caused nuclear damage during shipment (i.e. damage arising out of or resulting from ionising radiation emitted by nuclear substances/material being transported), but they will have to prove the fault of the defendant.

One of the arguments raised by the States that have not joined one of the nuclear liability conventions is that they consider that their citizens should not be prejudiced by having to bring their claims before a foreign jurisdiction in a foreign language, and especially when the nuclear liability of the operator is capped by its national law to a certain amount. As the transporter would be in charge of the nuclear substances/material during a transport incident, non-convention and tort claims will likely be filed against the transporter in the first instance.

The transporter would then have to try to divert the claims towards the operator liable for nuclear damage in accordance with the contractual documentation, with consequential costs in time and legal fees.

So, while nuclear liability should be channelled on the sending or receiving operator in case of nuclear incident or preventative measures, it is theoretically possible that a transporter be sued by nuclear damage victims under general tort law. Transporters should be prepared by ensuring they have:

- suitable insurance for non-convention and tort claims. This can help with the legal expenses to divert claims against the operator liable for nuclear damage, or any other party that should maintain a nuclear liability insurance in place; and
- a full indemnity from their customer.

In most cases a combination of both types of protection (i.e. contractual indemnity and insurance) covering different layers of exposure may be the most feasible outcome. This is where high quality legal and insurance advice is essential.

If a contractual indemnity or the right insurance is not available, transporters must be aware of the potential risk exposure to avoid surprises and reflect the risk cost into the price for the shipment.

5.4. Carrier Liability

Some countries like Belgium and Germany allow for transporters to take on nuclear liability. However as already stated:

- a carrier will not bear the nuclear liability without its full knowledge; and
- the relevant national law should allow a carrier to bear the nuclear liability for a shipment.

The carrier will have to (i) directly require the transfer of nuclear liability to him, (ii) have the consent of the relevant operator, and (iii) the approval of the competent public authority.

If a jurisdiction is involved where there is a possibility for a transporter to bear nuclear liability, it is essential for the transporter to clearly agree at an early stage of the discussions with its customer and the operators involved which party will be responsible for nuclear liability throughout the entire shipment. This will avoid scenarios where the sending or receiving operators have incorrectly assumed that the transporter will be responsible for nuclear liability during the shipment, and no suitable insurance or financial security will be in place to cover the shipment with regard to nuclear liability during the whole journey. These types of misunderstandings are common when the transporter is not in direct contact with both operators and is organising the shipment through a third party.

Some jurisdictions, such as the United States, allow for any party involved in a cargo to be potentially liable for nuclear damage during the transport. In such a case, regardless of whether an operator has assumed the nuclear liability, it is prudent to ensure transporters have relevant protection in place, whether via a customer indemnity or being named beneficiary on the relevant nuclear liability insurance.

5.5. Third Party Supplier Protection

Third party suppliers regarding a nuclear transport (e.g. dockworkers, delivery drivers, security, emergency services etc.) will normally request an unlimited nuclear indemnity. Usually, they are small entities without access to nuclear liability expertise or any kind of nuclear insurance.

A basic understanding of the nuclear liability regimes for transporters is important in these scenarios, as it will allow them to explain to such suppliers that nuclear liability is channelled to the sending or receiving operator and that any claims that such suppliers may receive, can be diverted to those responsible operators. Therefore, they do not require indemnity protection from the transporter. This may not satisfy all suppliers, in which case early discussions with the transporter's customer are key to

ensure that such suppliers are duly covered by (i) being named on the relevant nuclear liability insurance as a protected third party, and/or (ii) an indemnity from the transporter's customer or original consignor. Another potential solution is for third party suppliers to be directly contracted by the transporter's customer, while the carrier will remain in charge of managing such suppliers. The customer and the suppliers can then agree in their contract the relevant protections without impacting the transporters' risk exposure.

5.6. Contractual Protection

While it is important to have contracts that clearly state the parties' liabilities and the contractual coverage and indemnities, it is equally important to understand whether the other contracting party has the financial strength to cover any such contractual obligations and indemnities. Making checks on their financial background is a relatively straightforward process in most jurisdictions and is key to avoid future scenarios where the responsible party is unable to meet its obligations leaving other parties, such as the transporter, exposed to unforeseen liabilities. Knowing at an early stage of the preparation of the cargo that the other party does not have the necessary financial capability can save time and effort, allowing the parties to review alternate options such as insurance or parent guarantees. Insurers can help with innovative solutions to ensure a shipment is not cancelled.

5.7. Mixed Shipments

Multiple nuclear packages on one shipment from different operators are becoming more common. Understanding the interplay of the different nuclear liability regimes that may be involved if a transporter is going to different countries or handling nuclear substances/material that originates from different facilities in different States is vital.

Contractually, it may simply be stated that the operator of country A will bear the nuclear liability for its nuclear substances/material, and that the operator of country B will bear the nuclear liability for its own nuclear substances/material. However, for the transporter, it is key to ensure that there is no nuclear liability gap or confusion on who will be bearing the nuclear liability during the whole journey.

If different nuclear liability regimes apply to the different nuclear substances/material, it is important to understand whether they all apply if there is a nuclear incident during the journey; or if only one will apply; or if they overlap; or if they just add to the confusion. If there is a risk of confusion, it is important to confirm whether the transporter is protected by its customer.

Either operator may agree to be responsible for nuclear damage as long as it's proven to them that their nuclear substances/material or package caused the nuclear incident. This may not be obvious in every scenario, especially in the immediate aftermath of a major nuclear incident. In such cases, technical experts, insurers and lawyers will need to be involved to understand which package caused the incident and who bears the nuclear liability.

This would probably take some time and during that time there will be claims being submitted. If each operator and their insurers insist on waiting until it has been proven which nuclear substances/material caused the radioactive release, claims may be brought against the transporter as it was responsible for the shipment and cargo at the time of the nuclear incident.

To pre-empt such scenarios, transporters should ensure there is in place a comprehensive claim handling process, preferably overseen by the relevant operator/material owner and their insurers. This will lay out what happens in the immediate aftermath of any nuclear incident and the relevant contact numbers and will identify who will actually process such claims.

5.8. Insurance Limits / Exclusions

As already stated, no transport of nuclear substances/material will be authorised without the relevant insurance coverage, especially if it crosses borders. While insurance is vital to help mitigate liability issues, insurance cannot cover everything. There will be various limitations and exclusions that transporters should be aware of.

What is covered by nuclear liability insurance has already been explained above. The nuclear insurance pools and mutuals will provide NTPL insurance, while the P&I clubs for shipowners will provide insurance for natural uranium and radioisotopes as they are excluded from the nuclear liability regimes (they considered as excepted materials).

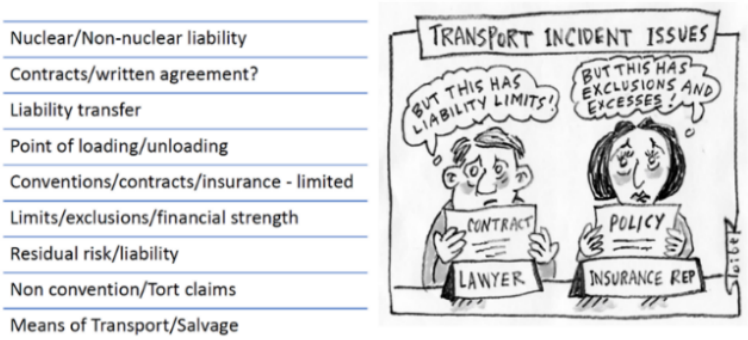
It is important to ensure that transporters also cover their means of transport. These will likely not be covered under the nuclear liability regimes, especially in case of large complex incidents where other claims for nuclear damage will take priority. Protection should therefore be sought from insurers, the customer or the relevant nuclear operator that may have a NTPL insurance that they can add the asset onto.

Note: if there is an incident during a shipment with no nuclear damage or release of ionising radiation, there are a number of exclusions and limitations, which are listed below, that may give raise to potentially greater number of claims against a transporter in case there is no adequate coverage:

- Shut down of port – financial losses – no cover
- Delay to cargo in port – no cover
- Delay/losses of other port users – no cover
- Management time – no cover
- Damage to ship – Hull & Machinery (H&M) – possible
- Damage to other cargo – covered by P&I
- Additional discharge expenses – covered by P&I, but limited to non-fissile related damage
- Survey and legal expenses – covered by P&I but limited to non- fissile related damage
- Salvage insurance – contains nuclear exclusion
- Main uninsured exposure - incident involving a nuclear cargo leading to full/partial closure of port operations until breach/no breach is confirmed.

6. Practical Considerations for Transporters

- **Understand nuclear liability:** who is the operator liable for nuclear damage; under which convention; and at which point exactly is the nuclear liability transferred?
- Agree a **comprehensive written transport agreement** that identifies the party liable for nuclear liability in different scenarios – the consignor or consignee or sometimes the carrier.
- Ensure that the **transport agreement clearly defines the exact point of transfer or termination of the nuclear liability.** If this is related to the point of loading or unloading, it should also be defined very clearly.
- All nuclear conventions, insurance and written agreements have limits/exclusions – **understand and agree with all parties who has the residual liability** beyond those limits and exclusions.
- Check that the **party with such residual liability has the adequate insurance cover and/or financial strength** to cover the residual liability.
- Salvage insurances have a nuclear exclusion, so agree with all parties **who will be responsible for any costs of salvage** in case a nuclear incident occurs during the shipment.
- Ensure a **protection for non-convention and tort claims (i.e. outside the nuclear liability regimes)** in the form of indemnities and/or insurance.
- Engage the **support of experienced lawyers and insurers** well in advance - identify key risks, gaps, and ask the difficult questions early on; solve any misunderstandings and clarify ambiguities; ensure alignment between all parties.
- For those who are not experienced Consignor or Consignee, **use experienced and knowledgeable transporters of nuclear substances/materials** – they will cost more than an inexperienced transporter, but they will know how to minimise the probability of a nuclear incident, and if such incident does occur, they will know exactly what to do.



(Source: Khalil Bukhari, newcleo & Carlton Stoiber)

7. Definitions

"Nuclear incident": any occurrence or succession of occurrences having the same origin which causes nuclear damage.

"Nuclear damage": damage that arises out of or results either from the radioactive properties, or a combination of radioactive properties with toxic, explosive, or other hazardous properties of nuclear fuel or radioactive products or waste or with any of them, or from ionizing radiations emitted by any source of radiation inside a nuclear installation or during transport of nuclear substances/material.

"Nuclear fuel": fissionable material (i.e. uranium, plutonium), excluding natural uranium and depleted uranium.

"Radioactive products or waste": any radioactive material produced in, or made radioactive by, exposure to the radiation incidental to the process of producing or utilizing nuclear fuel; excludes "nuclear fuel" and "radioisotopes" that are outside a nuclear installation and usable for industrial, commercial, agricultural, medical, scientific or educational purpose.

"Nuclear substances" (PC) / "Nuclear material" (VC/RVC/CSC): nuclear fuel (other than natural uranium and other than depleted uranium) and radioactive products or waste.

"Nuclear installation": nuclear power plants (whether large or small reactors), research reactors; installations in which there is nuclear fuel or radioactive products or waste factories for manufacturing or processing nuclear substances/material; factories for separating nuclear fuel; isotopes and reprocessing irradiated nuclear fuel facilities for storing nuclear substances/material (not incidental to carriage). Does not cover reactors comprised in means of transport (i.e. nuclear submarines and icebreakers); research laboratories with very small amounts of fissionable materials; or fusion installations.

"Temporary storage": the nuclear liability conventions exonerate the operator of the facility where nuclear substances/material is stored only incidentally to its carriage from nuclear liability, as these facilities are excluded from the definition of "nuclear installation". The nuclear liability will therefore be borne by the sending or receiving operator. Where facilities are covered by the definition of "nuclear installation", the liability of the operator of the given installation is removed only if another operator is liable (the sending or receiving one).

"Mixed loads": This is to address the circumstance in which there is more than one operator involved in the transport of nuclear substances. Article 5 (d) of the Paris Convention states that if a "nuclear damage gives rise to liability of more than one operator in accordance with" the Paris Convention "liability shall be joint and several, provided that where such liability arises as a result of damage caused by a nuclear incident involving nuclear substances in the course of carriage in one and the same means of transport, or which were stored (incidentally to the carriage) in one and the same nuclear installation, the maximum total amount for which such operators shall be liable shall be the highest amount established with respect to any of them and provided that in no case shall any one operator be required, in respect of a nuclear incident, to pay more than the amount established with respect to him pursuant to Article 7." The IAEA Conventions, for instance in Article II (3)(a) of the Vienna Convention, address the liability of more than one nuclear operator "where nuclear damage engages the liability of more than one operator, the operators involved shall, in so far as the damage attributable to each operator is not reasonably separable, be jointly and severally liable." Article II (3)(b) of the Vienna Convention then provides for "when a nuclear incident occurs in the course of carriage of nuclear material, either in one and the same means of transport, or, in the case of storage incidental to the carriage, in one or the same nuclear

installation, and causes nuclear damage which engages the liability of more than one operator, the total liability shall not exceed the highest amount applicable with respect to any one of them pursuant to Article V."

At first, these provisions appear to be in opposition with the principle of exclusive liability channeled to the nuclear operator. The way these provisions are reconciled with the exclusive liability principle is that, for the Vienna Convention, while victims can sue any of the operators involved, the total liability amount should not exceed the highest amount applicable to any of them.

8. References

Vienna Convention on Civil Liability for Nuclear Damage:
www.iaea.org/topics/nuclear-liability-conventions/vienna-convention-on-civil-liability-for-nuclear-damage

Protocol to amend the Vienna convention on civil liability for nuclear damage, INFCIRC/566:
www.iaea.org/publications/documents/infcircs/protocol-amend-vienna-convention-civil-liability-nuclear-damage

Convention on Supplementary Compensation for Nuclear Damage:
www.oecd-nea.org/jcms/pl_29288/convention-on-supplementary-compensation-for-nuclear-damage-csc

Paris Convention on Nuclear Third Party Liability:
www.oecd-nea.org/jcms/pl_20196/paris-convention-on-third-party-liability-in-the-field-of-nuclear-energy-paris-convention-or-pc

Brussels Supplementary Convention:
www.oecd-nea.org/jcms/pl_20318/brussels-convention-supplementary-to-the-paris-convention-on-third-party-liability-in-the-field-of-nuclear-energy-brussels-supplementary-convention-or-bsc

Joint Protocol relating to the Application of the Vienna Convention and Paris Convention:
www.iaea.org/topics/nuclear-liability-conventions/joint-protocol-relating-to-application-of-vienna-convention-and-paris-convention

Convention relating to Civil Liability in the Field of Maritime Carriage of Nuclear Material:
Convention relating to Civil Liability in the Field of Maritime Carriage of Nuclear Material (NUCLEAR)

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