

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

I CERTIFY THAT

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

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

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

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

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

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

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

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

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

Signature

A handwritten signature in blue ink, consisting of stylized, overlapping letters and a long horizontal stroke extending to the right.

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