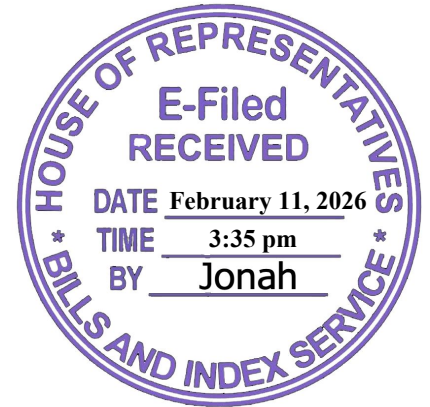


Republic of the Philippines
HOUSE OF REPRESENTATIVES
Quezon City

TWENTIETH CONGRESS
First Regular Session

HOUSE BILL NO. 7751



Introduced by Representative Paolo Henry M. Marcoleta

EXPLANATORY NOTE

The “Atomic Energy Regulatory and Liability Act of 1968” or Republic Act No. 5207 (RA No. 5207) was enacted more than five decades ago in support of the advancement and utilization of nuclear energy for all peaceful purposes. With the passage of time and the advancement of modern technology, its realignment with the current principles and modern standards in the field of nuclear liability is clearly required.

The Philippines has been a signatory to various international conventions, namely - the 1963 Vienna Convention on Civil Liability for Nuclear Damage (the “1963 Vienna Convention”); the 1988 Joint Protocol Relating to the Application of the Vienna Convention and the Paris Convention (the “1988 Joint Protocol”); the 1994 Convention on Nuclear Safety (the “1994 CNS”); the 1997 Protocol to Amend the Vienna Convention on Civil Liability for Nuclear Damage (the “1997 Vienna Convention”); the 1997 Joint Convention on the Safety of Spent Fuel Management and the safety of Radioactive Waste Management (the “1997 Joint Convention”); and the Convention on Supplementary Compensation for Nuclear Damage (the “1997 CSC”)¹. However, only the 1963 Vienna Convention has been ratified and the rest are still pending up to this day.

This bill seeks to update RA No. 5207 and align its provisions with the modern principles and standards of nuclear liability. It includes key provisions on strict liability of the nuclear power plant operators, liability caps, availability of compensation for nuclear damage, establishment of a Claims Handling Tribunal, and having exclusive jurisdiction for claim resolutions.

¹<https://cil.nus.edu.sa/wp-content/uploads/2019/11/Participation-of-ASEAN-Member-States-in-International-Treaties-Relatina-to-Nuclear-SSL-Env-28.6.19.pdf>

Moreover, the bill aims for a three-tier funding system—operator funds, CSC joint public funds, and the Philippine Government appropriated funds, to ensure adequate compensation, to the extent necessary, for nuclear damage.

Through a clear and comprehensive nuclear liability policy in place, the Philippines can strengthen its commitment in complying with relevant international conventions on nuclear safety and liability thereby leading to a responsible advancement of the country's nuclear energy program.

In view of the foregoing, the immediate passage of this bill is earnestly sought.

A handwritten signature in black ink, featuring a large, stylized 'P' followed by 'H M' and a horizontal line at the end.

PAOLO HENRY M. MARCOLETA
Representative, SAGIP Party-List

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HOUSE BILL NO. 7751

Introduced by Representative Paolo Henry M. Marcoleta

AN ACT
GOVERNING CIVIL LIABILITY AND COMPENSATION CLAIMS FOR
NUCLEAR DAMAGE, REPEALING FOR THE PURPOSE CERTAIN
SECTIONS OF REPUBLIC ACT NO. 5207, OTHERWISE KNOWN AS
THE “ATOMIC ENERGY REGULATORY AND LIABILITY ACT OF
1968”, AS AMENDED

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

ARTICLE 1
PURPOSE AND DEFINITIONS

Section 1. Short Title. – This Act shall be known as the “*Philippine Nuclear Liability Act*”, referred to herein as the “Act”.

Sec. 2. Purpose. – This Act shall govern the civil liability and compensation for nuclear damage in case of a nuclear incident occurring in the territory of the Philippines or during carriage of nuclear material for which the operator is liable in accordance with this Act and the relevant international conventions to which the Philippines is a contracting party.

Sec. 3. Definition of Terms. – As used in this Act:

a) *Authority* means the Philippine Nuclear Regulatory Commission (“PNRC”);

1 b) *Convention on Supplementary Compensation* means the Convention on
2 Supplementary Compensation for Nuclear Damage of 12 September
3 1997 and any amendment thereto if such amendment is in force for the
4 Republic of the Philippines.

5 c) *Law of the competent court* means the law of the Republic of the
6 Philippines, including any rules of such law relating to conflict of laws.

7 d) *Measures of reinstatement* means any reasonable measures which have
8 been approved by the competent authorities of the State where the
9 measures were taken, and which aim to reinstate or restore damaged or
10 destroyed components of the environment, or to introduce, where
11 reasonable, the equivalent of these components into the environment,
12 provided that the law of the State where the damage is suffered shall
13 determine who is entitled to take such measures.

14 e) *Nuclear damage* means:

- 15 i. loss of life or personal injury;
- 16 ii. loss of or damage to property: and each of the following to the
17 extent determined by the law of the competent court;
- 18 iii. economic loss arising from loss or damage referred to in Section
19 3(e)(1) or 3(e)(2), insofar as not included in those subsections if
20 incurred by a person entitled to claim in respect of such loss or
21 damage;
- 22 iv. the costs of measures of reinstatement of impaired environment,
23 unless such impairment is insignificant, if such measures are
24 actually taken or to be taken, and insofar as not included in Section
25 3(e)(2);
- 26 v. loss of income deriving from an economic interest in any use or
27 enjoyment of the environment, incurred as a result of a significant
28 impairment of that environment, and insofar as not included in
29 Section 3(e)(2);
- 30 vi. the costs of preventive measures, and further loss or damage caused
31 by such measures; and
- 32 vii. any other economic loss, other than any caused by the impairment
33 of the environment, if permitted by the general law on civil liability

1 of the competent court.

2
3 In the case of Sections 3(e)(1) to Section 3(e)(5) and Section 3(e)(7)
4 above, to the extent that the loss or damage arises out of or results from
5 ionizing radiation emitted by any source of radiation inside a nuclear
6 installation, or emitted from nuclear fuel or radioactive products or waste
7 in, or of nuclear material coming from, originating in, or sent to, a nuclear
8 installation, whether so arising from the radioactive properties of such
9 matter, or from a combination of radioactive properties with toxic,
10 explosive, or other hazardous properties of such matter.

11
12 f) *Nuclear fuel* means any material which is capable of producing energy
13 by a self-sustaining chain process of nuclear fission.

14 g) *Nuclear incident* means any occurrence or series of occurrences having
15 the same origin which causes nuclear damage or, but only with respect
16 to preventive measures, creates a grave and imminent threat of causing
17 such damage.

18 h) *Nuclear installation* means:

- 19 i. any nuclear reactor other than one with which a means of sea or air
20 transport is equipped for use as a source of power for propulsion
21 thereof;
- 22 ii. any factory using nuclear fuel for the production of nuclear
23 material, or any factory for the processing of nuclear material,
24 including any factory for the reprocessing of irradiated nuclear fuel;
- 25 iii. any facility where nuclear material is stored, other than storage
26 incidental to the carriage of such material; and
- 27 iv. such other installations in which there are nuclear fuel or
28 radioactive products or waste as determined by the Authority from
29 time to time having due regard to a determination by the Board of
30 Governors of the International Atomic Energy Agency:

31
32 *Provided*, That several nuclear installations of one operator which are
33 located at the same site shall be considered as a single nuclear installation.
34
35

1 i) *Nuclear material* means:

2 i. nuclear fuel, other than natural uranium and depleted uranium,
3 capable of producing energy by a self-sustaining chain process of
4 nuclear fission outside a nuclear reactor, either alone or in
5 combination with some other material; and

6 ii. radioactive products or waste.

7 j) *Nuclear reactor* means any structure containing nuclear fuel in such an
8 arrangement that a self-sustaining chain process of nuclear fission can
9 occur therein without an additional source of neutrons.

10 k) *Operator*, in relation to a nuclear installation, means the person
11 designated or recognized as the operator of that installation: *Provided*,
12 That with respect to a nuclear installation in the territory of the Republic
13 of the Philippines, such operator is designated or recognized by the
14 Authority as the authorized party.

15 l) *Person* means a natural or juridical person.

16 m) *Preventive measures* means any reasonable measures taken by any
17 person after a nuclear incident has occurred to prevent or minimize
18 damage referred to in Section 3(e)(1) to Section 3(e)(5) or Section
19 3(e)(7), subject to any approval of the competent authorities required by
20 the law of the State where the measures were taken.

21 n) *Radioactive by-products or waste* means any radioactive material
22 produced in, or any material made radioactive by exposure to the
23 radiation incidental to the production or utilization of nuclear fuel, but
24 does not include radioisotopes which have reached the final stage of
25 fabrication so as to be usable for any scientific, medical, agricultural,
26 commercial, or industrial purpose.

27 o) *Reasonable measures* means measures which are found under the law of
28 the competent court to be appropriate and proportionate, having regard
29 to all the circumstances, such as:

30 i. the nature and extent of the damage incurred or, in the case of
31 preventive measures, the nature and extent of the risk of such
32 damage;

33 ii. the extent to which, at the time they are taken, such measures are

likely to be effective; and

iii. relevant scientific and technical expertise

p) *Special Drawing Right* or *SDR* means the unit of account defined by the International Monetary Fund and used by it for its own operations and transactions; and

q) *Vienna Convention* means the Vienna Convention on Civil Liability for Nuclear Damage of 21 May 1963 and any amendment thereto if such amendment is in force for the Republic of the Philippines.

For the purposes of this Act, any term that is not defined in paragraph 1 above and which has a particular meaning in the Vienna Convention or the Convention on Supplementary Compensation shall have the meaning from the Vienna Convention or the Convention on Supplementary Compensation when used in the relevant context.

ARTICLE 2 EXCLUSIONS

Sec. 4. *Exclusion of Small Quantities.* – The Authority may, if the small extent of the risks involved so warrants, exclude any nuclear installation or small quantities of nuclear material from the application of the provisions of this Act: *Provided, That*

a) with respect to nuclear installations, criteria for such exclusion have been established by the Board of Governors of the International Atomic Energy Agency and the Authority issues a determination that any exclusion satisfies such criteria; and

b) with respect to small quantities of nuclear material, maximum limits for the exclusion of such quantities have been established by the Board of Governors of the International Atomic Energy Agency and the Authority issues a determination that any exclusion is within such established limits.

ARTICLE 3
OPERATOR LIABILITY

Sec. 5. *The Liable Operator.* – The operator of a nuclear installation shall be liable for nuclear damage upon proof that such damage has been caused by a nuclear incident:

- a) in such nuclear installation; or
- b) involving nuclear material coming from or originating in such nuclear installation, and occurring:
 - i. before liability with regard to nuclear incidents involving the nuclear material has been assumed, pursuant to the express terms of a contract in writing, by the operator of another nuclear installation;
 - ii. in the absence of such express terms, before the operator of another nuclear installation has taken charge of the nuclear material; or
 - iii. where the nuclear material is intended to be used in a nuclear reactor with which a means of transport is equipped for use as a source of power, whether for propulsion thereof or for any other purpose, before the person duly authorized to operate such reactor has taken charge of the nuclear material; but
 - iv. where the nuclear material has been sent to a person within the territory of a non-Contracting State, before it has been unloaded from the means of transport by which it has arrived in the territory of that non-Contracting State;
- c) involving nuclear material sent to such nuclear installation, and occurring:
 - i. after liability with regard to nuclear incidents involving the nuclear material has been assumed by the operator pursuant to the express terms of a contract in writing, from the operator of another nuclear installation;
 - ii. in the absence of such express terms, after the operator has taken charge of the nuclear material; or

- 1 iii. after the operator has taken charge of the nuclear material from a
2 person operating a nuclear reactor with which a means of transport
3 is equipped for use as a source of power, whether for propulsion
4 thereof or for any other purpose; but
- 5 iv. where the nuclear material has, with the written consent of the
6 operator, been sent from a person within the territory of a non-
7 Contracting State, only after it has been loaded on the means of
8 transport by which it is to be carried from the territory of that State
9

10 *Provided*, That if nuclear damage is caused by a nuclear incident occurring
11 in a nuclear installation and involving nuclear material stored therein incidentally
12 to the carriage of such material, the provisions of Section 5(a) shall not apply
13 where another operator or person is solely liable pursuant to the provisions of
14 Section 5(b) or Section 5(c).
15

16 **Sec. 6. *Carrier as Operator.*** – Upon the request of a carrier of nuclear
17 material or a person handling radioactive waste and with the consent of the
18 operator concerned, the Authority may designate or recognize such carrier or
19 person as operator in place of such operator in respect of such nuclear material or
20 radioactive waste: *Provided*, That such designation or recognition shall be subject
21 to such terms and conditions as the Authority may by regulation or order
22 prescribe. In this case, such carrier or person shall be considered, for all purposes
23 of this Act, as an operator of a nuclear installation situated within the territory of
24 the Republic of the Philippines.
25

26 **Sec. 7. *Liability of More than One Operator.*** – Where nuclear damage
27 engages the liability of more than one operator, the operators involved shall, in
28 so far as the damage attributable to each operator is not reasonably separable, be
29 jointly and severally liable. The amount of public funds made available per
30 incident shall be limited to the difference, if any, between the amounts hereby
31 established and the amount established pursuant to Section 16 hereof.
32

33 Where a nuclear incident occurs in the course of carriage of nuclear
34 material, either in one and the same means of transport, or, in the case of storage
35 incidental to the carriage, in one and the same nuclear installation, and causes
36 nuclear damage which engages the liability of more than one operator, the total
37 liability shall not exceed the highest amount applicable with respect to any one

1 of them pursuant to Section 16 hereof.

2
3 In neither of the cases referred to in this Section shall the liability of any
4 one operator exceed the amount applicable with respect to such operator pursuant
5 to Section 16 hereof.

6
7 **Sec. 8. *Liability of One Operator for Several Nuclear Installations.*** –
8 Subject to the provisions of Section 7, where several nuclear installations of one
9 and the same operator are involved in one nuclear incident, such operator shall be
10 liable in respect of each nuclear installation involved up to the amount applicable
11 with respect to such operator pursuant to Section 16 hereof. The amount of public
12 funds made available per incident shall be limited to the difference, if any,
13 between the amounts hereby established and the amount established pursuant to
14 Section 16.

15
16 **Sec. 9. *Absolute and Exclusive Liability of Operator.*** – The liability of the
17 operator for nuclear damage shall be absolute.

18
19 Except as otherwise provided for in this Act, no person other than the
20 operator shall be liable for nuclear damage.

21
22 **Sec. 10. *No Relief of Operator Liability.*** – The operator shall be liable for
23 nuclear damage caused by a nuclear incident caused directly due to a grave
24 natural disaster of an exceptional character.

25
26 **Sec. 11. *Exclusions from Operator Liability.*** – No liability shall attach to
27 an operator for nuclear damage caused by a nuclear incident directly due to an act
28 of armed conflict, hostilities, civil war, or insurrection.

29
30 **Sec. 12. *Operator Relief from Compensation Obligation.*** – The competent
31 court may relieve the operator wholly or partly from the obligation to pay
32 compensation for nuclear damage suffered by a person if the operator proves the
33 nuclear damage resulted wholly or partly from the gross negligence of that person
34 or from an act or omission of that person done with intent to cause damage.

35
36 **Sec. 13. *Damage Deemed Nuclear Damage.*** – Whenever both nuclear
37 damage and damage other than nuclear damage have been caused by a nuclear

1 incident or jointly by a nuclear incident and one or more other occurrences, such
2 other damage shall, to the extent that it is not reasonably separable from the
3 nuclear damage, be deemed, for the purposes of this Act, to be nuclear damage
4 caused by that nuclear incident. Where, however, damage is caused jointly by a
5 nuclear incident covered by the provisions of this Act and by an emission of
6 ionizing radiation not covered by it, nothing in this Act shall limit or otherwise
7 affect the liability, either as regards any person suffering nuclear damage or by
8 way of recourse or contribution, of any person who may be held liable in
9 connection with that emission of ionizing radiation.

10
11 **Sec. 14. *Operator Not Liable.*** – The operator shall not be liable under this
12 Act for nuclear damage:

- 13 a) to the nuclear installation itself and any other nuclear installation,
14 including a nuclear installation under construction, on the site where that
15 installation is located;
- 16 b) to any property on that same site which is used or to be used in
17 connection with any such installation.

18
19 The operator shall incur no liability for damage caused by a nuclear
20 incident outside the provisions of this Act.

21
22 **Sec. 15. *Exercise of Right to Compensation.*** – Subject to the provisions of
23 Sections 32, 33, 35 and 36, any person may bring a claim for compensation for
24 nuclear damage.

25
26 The right to compensation for nuclear damage may be exercised only
27 against the operator liable or person furnishing financial security pursuant to this
28 Act.

29
30 **ARTICLE 4**
31 **LIABILITY LIMITS AND FINANCIAL SECURITY**
32

33 **Sec. 16. *Operator Liability Limit.*** – The liability of the operator for any one
34 nuclear incident is limited to an amount in Philippine pesos equivalent to Three
35 hundred million (300,000,000) SDRs.

36
37 Notwithstanding paragraph 1 of this Section, the Authority, having regard

1 to the nature of the nuclear installation or the nuclear substances involved and to
2 the likely consequences of an incident originating therefrom, may establish a
3 lower limit of liability of the operator: ***Provided***, That:

- 4 a) in no event shall any amount so established be less than an amount in
5 Philippine pesos equivalent to Five million (5,000,000) SDRs; and
- 6 b) in such a case Section 19 applies.

7
8 The amounts established by this Section shall apply wherever the nuclear
9 incident occurs.

10
11 The amounts established by this Section are exclusive of any interest or
12 costs which may be awarded by the competent court.

13
14 **Sec. 17. *Minimum Financial Security.*** – The operator shall be required to
15 maintain insurance or other financial security covering its liability for nuclear
16 damage in the amount established by Section 16.

17
18 Nothing in this Act shall be construed to require the National Government
19 or any government agency or instrumentality operating a nuclear installation to
20 maintain insurance or other financial security to cover their liability as operators.

21
22 **Sec. 18. *Type and Terms of Financial Security.*** – The Authority shall
23 prescribe by regulation or order the type and terms of the required financial
24 security: ***Provided***, That in so prescribing, the Authority shall be guided by the
25 objectives of assuring adequate and effective compensation to victims of a
26 nuclear incident without imposing unreasonable burden on the operator

27
28 **Sec. 19. *Government Satisfaction of Claims.*** – The Government shall
29 ensure the payment of claims for compensation for nuclear damage which have
30 been established against the operator:

- 31 a) to the extent that the yield of financial security is inadequate to satisfy
32 such claims;
- 33 b) if the Authority has established a lower limit of the operator's liability
34 in accordance with paragraph 2 of Section 16; and
- 35 c) if the Government or any Government agency or instrumentality is the

1 operator, in all cases, up to the limit provided for in paragraph 1 of
2 Section 16.

3
4 **Sec. 20. *Equitable Distribution.*** – Compensation for nuclear damage under
5 Section 16, including any Government satisfaction of claims under Section 19,
6 shall be distributed equitably without discrimination on the basis of nationality,
7 domicile, or residence: *Provided*, That the Authority may limit such funds
8 available to compensate nuclear damage occurring in a non-Contracting State that
9 has a nuclear installation on its territory at the time of the nuclear incident and
10 does not afford equivalent reciprocal benefits: *Provided further*, That such limit
11 is an amount not lower than the Philippine pesos equivalent to One hundred fifty
12 million (150,000,000) million SDRs.

13
14 **Sec. 21. *Exclusive Use of Funds.*** – The funds provided by insurance, by
15 other financial security pursuant to Section 17 and 18, or by the Government
16 pursuant to Section 19, shall be exclusively available for compensation due under
17 this Act.

18
19 **Sec. 22. *Carrier to be Furnished with Certificate.*** – The operator liable in
20 accordance with this Act shall provide the carrier with a certificate issued by or
21 on behalf of the insurer or other financial guarantor furnishing the financial
22 security required pursuant to Section 17 and 18.

23
24 The certificate shall:

- 25 a) state the name and address of such operator and the amount, type, and
26 duration of security, and these statements may not be disputed by the
27 person by whom or on whose behalf the certificate was issued;
- 28 b) indicate the nuclear material in respect of which the security applies; and
- 29 c) include a statement by the Authority, or, with respect to nuclear material
30 coming from another Contracting Party the competent authority of such
31 Contracting Party, that the person named is an operator within the
32 meaning of the Vienna Convention or the Convention on Supplementary
33 Compensation, as applicable.

34
35 The Authority may exclude the obligation in paragraph 1 of this Section in
36 relation to carriage which takes place wholly within the territory of the Republic

1 of the 12 Philippines.

2
3 **Sec. 23. *Notice of Suspension or Cancellation by Insurer.*** – No insurer or
4 other financial guarantor shall suspend or cancel the insurance or other financial
5 security provided pursuant to Section 17 and 18:

- 6 a) without giving notice in writing of at least two (2) months to the
7 Authority; or
8 b) in so far as such insurance or other financial security relates to the
9 carriage of nuclear material, during the period of the carriage in question.

10
11 **ARTICLE 5**
12 **CONVENTION ON SUPPLEMENTARY COMPENSATION**
13 **PUBLIC FUNDS**
14

15 **Sec. 24. *Public Funds from Contracting Parties to Convention on***
16 ***Supplementary Compensation.*** – Any public funds contributed by Contracting
17 Parties to the Convention on Supplementary Compensation above the operator's
18 liability limit in paragraph 1 of Section 16 shall:

- 19 a) apply to nuclear damage which is suffered in the territory of a
20 Contracting Party to the Convention on Supplementary Compensation
21 and other locations determined by Article V of the Convention on
22 Supplementary Compensation; and
23 b) subject to the provisions of the Convention on Supplementary
24 Compensation, be distributed equitably without discrimination on the
25 basis of nationality, domicile, or residence.
26

27 **Sec. 25. *Reimbursement of Public Funds.*** – If a call for public funds is
28 made by a Contracting Party to the Convention on Supplementary Compensation
29 in accordance with Article 111(1)(b) and for which the Republic of the
30 Philippines is required to contribute funds in accordance with Article IV of the
31 Convention on Supplementary Compensation, operators of nuclear installations
32 in the territory of the Republic of the Philippines shall reimburse the Government
33 with respect to such funds, *Provided, That:*

- 34 a) reimbursement shall be called on by the Government only after the later
35 of:

- 1 i. the installation of 7,500 MWth of nuclear capacity in the territory
2 of the Republic of the Philippines; and
3 ii. the year 2035; and
4 b) an operator's pro rata contribution shall be determined based on the
5 percentage of its installed nuclear capacity out of the total installed
6 nuclear capacity in the Republic of the Philippines at the time of the
7 relevant nuclear incident.
8

9 The Authority shall by regulation or order determine any additional
10 provisions with respect to such reimbursement.
11

12 **ARTICLE 6**

13 **ADDITIONAL PUBLIC FUNDS**

14

15 **Sec. 26.** *Report to Congress Regarding Additional Public Funds.* – In any
16 case where it appears that the nuclear damage caused by a nuclear incident
17 exceeds or will probably exceed both the limit of liability established in paragraph
18 1 of Section 16 and the contributions to be provided by Contracting Parties to the
19 Convention on Supplementary Compensation in accordance with Article
20 111(1)(b), the Authority shall furnish a report to Congress with its
21 recommendations, including any recommendations for the appropriation of
22 additional funds from Congress to provide compensation for nuclear damage.
23

24 **Sec. 27.** *Limit on Compensation by Public Funds.* – The Government may
25 determine limits on compensation paid from any additional funds appropriated
26 by Congress pursuant to Section 26.
27
28

29 **ARTICLE 7**

30 **PERIOD OF EXTINCTION**

31

32 **Sec. 28.** *Period of Extinction.* – Rights of compensation for all nuclear
33 damage under this Act shall be extinguished if an action is not brought within:

- 34 a) ten (10) years from the date of the nuclear incident; and
35 b) three (3) years from the date on which the person suffering nuclear
36 damage had knowledge or ought reasonably to have had knowledge of

1 the damage and of the operator liable for the damage, provided that the
2 period established in paragraph 1(a) of this section is not exceeded.

3
4 Notwithstanding paragraph 1(a) of this Section, the Authority may by
5 regulation or order determine that rights of compensation with respect to loss of
6 life and personal injury only shall be extinguished if an action is not brought
7 within thirty (30) years from the date of the nuclear incident. *Provided*, That the
8 period established in paragraph 1(b) of this Section is not exceeded.

9
10 Where nuclear damage is caused by a nuclear incident involving nuclear
11 material which at the time of the nuclear incident was stolen, lost, jettisoned, or
12 abandoned, the period established pursuant to paragraph 1 shall be computed
13 from the date of that nuclear incident, but the period shall in no case exceed a
14 period of twenty (20) years from the date of the theft, loss, jettison, or
15 abandonment.

16
17 Any person who claims to have suffered nuclear damage and who has
18 brought an action for compensation within the period established in paragraph 1
19 of this Section may amend the claim to take account of any aggravation of the
20 damage, even after the expiry of such period. *Provided*, That final judgment has
21 not been entered.

22 23 24 **ARTICLE 8** 25 **RIGHT OF RECOURSE** 26

27 **Sec. 29. *Right of Recourse.*** – The operator shall have a right of recourse
28 only:

- 29 a) if this is expressly provided for by a contract in writing; or
30 b) if the nuclear incident results from an act or omission done with intent
31 to cause damage, against the individual (natural person) who has acted
32 or omitted to act with such intent.

33
34 Where the operator has a right of recourse according to paragraph 1(a) of
35 this Section, such right of recourse shall also be extended to the benefit of the
36 Government and Contracting Parties to the Convention on Supplementary
37 Compensation with respect to any public funds made available by the

1 Government in accordance with Section 19, and any contributions paid by
2 Contracting Parties to the Convention on Supplementary Compensation in
3 accordance with Article III(1)(b) of the Convention on Supplementary
4 Compensation, respectively. The Government may exercise the rights of recourse
5 on behalf of the Contracting Parties to the Convention on Supplementary
6 Compensation.

7

8 ARTICLE 9

9 FINAL PROVISIONS

10

11 **Sec. 30. *Additional Provisions.*** – The provisions of the Vienna Convention
12 and the Convention on Supplementary Compensation shall apply to cases not
13 provided for in this Act or in regulations or orders issued by the Authority.

14

15 **Sec. 31. *Applicable Law.*** – The nature, form, extent, and equitable
16 distribution of compensation for nuclear damage caused by a nuclear incident in
17 the territory of the Republic of the Philippines or where the liable operator is
18 located in the Philippines shall be governed by this Act, the provisions of the
19 Vienna Convention and the Convention on Supplementary Compensation (to the
20 extent such Convention is in force for the Republic of the Philippines) and the
21 applicable law of the Republic of the Philippines.

22

23 **Sec. 32. *Dose Determination by the Authority.*** – For the purposes of this
24 Act, the Authority shall determine if a release of radiation is in excess of the
25 authorized radiation dose limits in the Republic of the Philippines.

26

27 **Sec. 33. *Claims Handling Panel.*** – Within fifteen (15) days of a
28 determination by the Authority under Section 32 that a release of radiation is in
29 excess of the authorized radiation dose limits in the Republic of the Philippines,
30 a claims handling panel, referred to as the Nuclear Claims Panel, shall be
31 established by the Department of Justice and shall have exclusive jurisdiction
32 over claims for compensation for nuclear damage under this Act.

33

34 The Nuclear Claims Panel shall be comprised of three (3) retired Regional
35 Trial Court judges or experts in civil law, in good standing.

36

37 **Sec. 34. *Investigation for Nuclear Claims.*** – With respect to claims brought

1 to the Nuclear Claims Panel, the Authority shall:

2 (a) investigate the purported nuclear incident;

3 (b) form an opinion on the radiation dose associated with the claims and
4 the potential for such dose limit to cause nuclear damage; and

5 (c) supply evidence-based information on radiation doses that may
6 definitively cause human harm, and such findings and opinion shall be
7 provided to and considered by the Nuclear Claims Panel in its
8 determinations.

9
10 **Sec. 35. *Compensable Claims.*** – For the purposes of the Nuclear Claims
11 Panel understanding relative risk and harm, such Panel shall obtain expert
12 opinions on the relative harm caused by the relevant radiation dose, compared to
13 other common hazards such as smoking, airborne particulate pollution, common
14 low-level chemical exposure, and exposure to elevated natural background
15 radiation occurring in notable locations in the world, including in Ramsar in Iran,
16 Kerala State in India, and Guarapari Beach in Brazil.

17
18 The Nuclear Claims Panel may refuse to hear any claim that it considers to
19 be frivolous or vexatious.

20
21 The Nuclear Claims Panel shall be entitled to establish priorities for
22 compensating classes of nuclear damage.

23
24 The Nuclear Claims Panel shall determine that a claim is eligible for
25 compensation under this Act only if the radiation dose associated with the claim
26 is in excess of the authorized radiation dose limits in the Republic of the
27 Philippines established in accordance with the Appendix to this Act.

28
29 **Sec. 36. *Prohibition to Double Compensation.*** – A claimant shall not be
30 entitled to compensation under this Act if such claimant has already received or
31 will receive adequate compensation pursuant to public health insurance, social
32 insurance, social security, workers' compensation or occupational disease
33 compensation systems.

34
35 The Nuclear Claims Panel shall seek the assistance of the Authority on any
36 other technical matters where appropriate.

Sec. 37. *Review of Judgement.* – Appeals from the Nuclear Claims Panel shall be heard by the Court of Appeals.

Sec. 38. *Recognition of Foreign Judgments.* – A judgment which is recognized under the Vienna Convention or the Convention on Supplementary Compensation shall be enforceable.

Sec 39. Authority. – The Authority, as defined in Section 3(a) of this Act, shall be responsible for the issuance of regulations necessary to implement the Act and other matters as provided for in the Act.

Sec. 40. *Implementing Regulations.* – The Authority shall issue the regulations necessary to implement this Act within one hundred and eighty (180) days from the effective date of this Act.

Sec. 41. *Separability.* – If a provision of this Act is declared unconstitutional or invalid, the other provisions shall not be affected and shall remain in full force and effect.

Sec. 42. *Repeal.* – All Acts, executive orders, administrative orders, proclamations, rules and regulations inconsistent with any provisions of this Act, including Sections 37 to 63 of Part VII, Liability for Nuclear Damage, under Republic Act No. 5207, are repealed or modified accordingly.

Sec. 43. Effectivity. – This Act shall take effect fifteen (15) days after its publication in the *Official Gazette* or in a newspaper of general circulation.

APPENDIX

(a) The regulations issued by the Authority will provide the following dose limits for occupational exposure of workers over the age of 18 years:

(1) An effective dose of 20 mSv per year averaged over five consecutive years (100 mSv in 5 years) and of 50 mSv in any single year;

(2) An equivalent dose to the lens of the eye of 20 mSv per year averaged over five consecutive years (100 mSv in 5 years) and of 50 mSv in any

1 single year; and

2 (3) An equivalent dose to the extremities (hands and feet) or to the skin of
3 500 mSv in a year.

4
5 (b) The regulations issued by the Authority will provide the following dose
6 limits for public exposure:

7 (1) An effective dose of 1 mSv in a year, provided that in circumstances
8 that the Authority will make publicly available in regulations, a higher
9 value of effective dose in a single year could apply, provided that the
10 average effective dose over five consecutive years does not exceed 1
11 mSv per year;

12 (2) An equivalent dose to the lens of the eye of 15 mSv in a year; and

13 (3) An equivalent dose to the skin of 50 mSv in a year.

14
15 (c) The regulations issued by the Authority will provide minimum
16 evacuation dose thresholds for offsite exposure of:

17 (1) a cumulative 200mSv dose.

18
19 *Approved,*