



HOUSE OF REPRESENTATIVES

H. No. 375

BY REPRESENTATIVES COJUANGCO (M.), MACAPAGAL-ARROYO, LEDESMA, DAGOOC, ESTRELLA, SOLON, GONZALES (R.), PLEYTO, ABALOS, ARENAS, ESPINA, ROMUALDO, COJUANGCO (J.E.M.), ROBES, CELESTE, GO, YAP (C.), SINGSON-MEEHAN, FUENTEBELLA, EMANO, NOLASCO, AYON, TOLENTINO, ALVAREZ (J.), TARRIELA, POE, DE VENECIA, BANCORO, BARBA, TIENG, DY (F.M.C.), DY (F.), BAUTISTA (C.), PADIERNOS, PANALIGAN, BERNOS (C.), LAGON (D.), FORTES, DEL MAR, KHONGHUN, ALBANO, DE JESUS, BERNOS (J.), CARL, MANGUDADATU, DOMOGAN, TERENG, GARCIA (D.), GARCIA (J.A.), PRIMICIAS-AGABAS, AGYAO, SAN FERNANDO, LARA, BARBERS, MARCOLETA, LEGACION, MATUGAS, CO-PILAR, MARQUEZ, LORIA, MERCADO, CAOAGDAN, SALCEDA, ERICE, RAMA, SUNTAY, ADIONG, SANTOS (M.A.), TAN (A.), ENVERGA, ESPARES, MATIBAG, ROQUE, TAN (J.), BALINDONG, VELOSO-TUAZON, ALANO, ANGELES, GONZALES (A.), LIBANAN, TUPAS, VARGAS, HERNANDEZ (R.), LOYOLA, MASTURA, ANGARA, LEGARDA, RIVERA, SALVACION, SHIMURA, AQUINO-MAGSAYSAY, SALVADOR, SUAN, BELTRAN, MALAPITAN, TALLADO, CHUA, BARONDA, ODUcado, ALMONTE, PUMAREN, ADVINCULA, ALMARIO (C.M.), GALEOS, KO, TAN (S.J.), BENITEZ (J.M.), ONGCHUAN, GARBIN, ORTEGA, VIOLAGO, SALI, CRUZ (A.), PANOTES, NAZAL, HERNANDEZ (C.A.) AND KHO (E.)

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, territorial sea or exclusive economic zone of the Philippines or during
carriage of nuclear material for which the operator is liable in accordance with
this Act and the relevant conventions.

1 It shall be the policy of the State to ensure that legal frameworks for civil
2 liability and compensation for nuclear damage shall be consistent with the
3 Philippines' international commitments in relevant conventions, the obligations
4 in which the Philippines shall implement.

5 **SEC. 3. *Definition of Terms.*** – As used in this Act:

6 (a) *Convention on Supplementary Compensation* means the Convention on
7 Supplementary Compensation for Nuclear Damage of 12 September 1997 and any
8 amendment thereto if such amendment is in force for the Republic of
9 the Philippines;

10 (b) *Installation State*, in relation to a nuclear installation, means the
11 Contracting Party within whose territory that installation is situated or, if it is
12 not situated within the territory of any State, that Contracting Party by which or
13 under the authority of which the nuclear installation is operated;

14 (c) *Measures of reinstatement* means any reasonable measures which have
15 been approved by the competent authorities of the State where the measures were
16 taken, and which aim to reinstate or restore damaged or destroyed components
17 of the environment, or to introduce, where reasonable, the equivalent of these
18 components into the environment: *Provided*, That the law of the State where the
19 damage is suffered shall determine who is entitled to take such measures;

20 (d) *Nuclear damage* means:

21 (1) Loss of life or personal injury;

22 (2) Loss of or damage to property;

23 and each of the following to the extent determined by the law of the
24 competent court:

25 (3) Economic loss arising from loss or damage referred to in Section 3(d)(1)
26 or 3(d)(2), insofar as not included in those subsections if incurred
27 by a person entitled to claim in respect of such loss or damage;

28 (4) The costs of measures of reinstatement of impaired environment,
29 unless such impairment is insignificant, if such measures are
30 actually taken or to be taken, and insofar as not included in
31 Section 3(d)(2);

32 (5) Loss of income deriving from an economic interest in any use or
33 enjoyment of the environment, incurred as a result of a significant

1 impairment of that environment, and insofar as not included in
2 Section 3(d)(2);

3 (6) The costs of preventive measures, and further loss or damage caused
4 by such measures; and

5 (7) Any other economic loss, other than any caused by the impairment
6 of the environment, if permitted by the general law on civil liability
7 of the competent court.

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

15 (e) *Nuclear fuel* means any material which is capable of producing energy by
16 a self-sustaining chain process of nuclear fission;

17 (f) *Nuclear incident* means any occurrence or series of occurrences having
18 the same origin which causes nuclear damage or, but only with respect to
19 preventive measures, creates a grave and imminent threat of causing such
20 damage;

21 (g) *Nuclear installation* means:

22 (1) Any nuclear reactor other than one with which a means of sea or air
23 transport is equipped for use as a source of power whether for
24 propulsion thereof or for any other purpose;

25 (2) Any factory using nuclear fuel for the production of nuclear material,
26 or any factory for the processing of nuclear material, including any
27 factory for the re-processing of irradiated nuclear fuel;

28 (3) Any facility where nuclear material is stored, other than storage
29 incidental to the carriage of such material; and

30 (4) Such other installations in which there are nuclear fuel or
31 radioactive products or waste as the Board of Governors of the
32 International Atomic Energy Agency shall from time to time

determine and, based on such determination, as subsequently confirmed by PhilATOM:

Provided, That several nuclear installations of one operator which are located at the same site shall be considered as a single nuclear installation;

(h) *Nuclear material* means:

(1) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a nuclear reactor, either alone or in combination with some other material; and

(2) Radioactive products or waste;

(i) *Nuclear reactor* means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons;

(j) *Operator*, in relation to a nuclear installation, means the person designated or recognized by the installation state as the operator of that installation: *Provided*, That with respect to a nuclear installation in the territory of the Republic of the Philippines, such operator is designated or recognized by the PhilATOM as the authorized party;

(k) *Person* means any individual, partnership, any private or public body whether corporate or not, any international organization enjoying legal personality under the law of the installation state, and any State or any of its constituent sub-divisions;

(l) *PhilATOM* means the Philippine Atomic Energy Regulatory Authority, otherwise known as "PhilATOM" or its subsequent statutory successor;

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

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

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

4 (1) The nature and extent of the damage incurred or, in the case of
5 preventive measures, the nature and extent of the risk of such
6 damage;

7 (2) The extent to which, at the time they are taken, such measures are
8 likely to be effective; and

9 (3) Relevant scientific and technical expertise;

10 (p) *Relevant Conventions* means the international conventions governing
11 third party liability for nuclear damage to which the Philippines is a Contracting
12 Party;

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

16 (r) *Vienna Convention* means the Vienna Convention on Civil Liability for
17 Nuclear Damage of 21 May 1963, as amended by the Protocol to Amend the
18 Vienna Convention on Civil Liability for Nuclear damage of 12 September 1997
19 and any amendment thereto if such amendment is in force for the Republic of the
20 Philippines.

21 For the purposes of this Act, any term that is defined in paragraph 1 above,
22 as well as any term that is not defined in paragraph 1 above, shall be applied in
23 a manner consistent with the use of that term in the relevant convention in the
24 relevant context.

25 ARTICLE 2

26 EXCLUSIONS

27 SEC. 4. *Exclusion of Nuclear Installations or Small Quantities.* –

28 The PhilATOM may, if the small extent of the risks involved so warrants, exclude
29 any nuclear installation or small quantities of nuclear material from the
30 application of the provisions of this Act: *Provided, That:*

31 (a) With respect to nuclear installations, criteria for such exclusion have
32 been established by the Board of Governors of the International Atomic

1 Energy Agency and the PhilATOM issues a determination that any
2 exclusion satisfies such criteria; and

3 (b) With respect to small quantities of nuclear material, maximum limits
4 for the exclusion of such quantities have been established by the Board
5 of Governors of the International Atomic Energy Agency and the
6 PhilATOM issues a determination that any exclusion is within such
7 established limits.

8 **ARTICLE 3**
9 **OPERATOR LIABILITY**

10 **SEC. 5. *The Liable Operator.*** – In accordance with the relevant
11 conventions, the operator of a nuclear installation shall be liable for nuclear
12 damage upon proof that such damage has been caused by a nuclear incident:

13 (a) In such nuclear installation; or

14 (b) Involving nuclear material coming from or originating in such nuclear
15 installation, and occurring:

16 (1) Before liability with regard to nuclear incidents involving the nuclear
17 material has been assumed, pursuant to the express terms of a
18 contract in writing, by the operator of another nuclear installation;

19 (2) In the absence of such express terms, before the operator of another
20 nuclear installation has taken charge of the nuclear material; or

21 (3) Where the nuclear material is intended to be used in a nuclear reactor
22 with which a means of transport is equipped for use as a source of
23 power, whether for propulsion thereof or for any other purpose, before
24 the person duly authorized to operate such reactor has taken charge
25 of the nuclear material; but

26 (4) Where the nuclear material has been sent to a person within the
27 territory of a non-Contracting State, before it has been unloaded from
28 the means of transport by which it has arrived in the territory of that
29 non-Contracting State;

30 (c) Involving nuclear material sent to such nuclear installation, and
31 occurring:

- (1) 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;
- (2) In the absence of such express terms, after the operator has taken charge of the nuclear material; or
- (3) After the operator has taken charge of the nuclear material from a person operating 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 during transport; but
- (4) Where the nuclear material has, with the written consent of the operator, been sent from a person within the territory of a non-Contracting State, only after it has been loaded on the means of transport by which it is to be carried from the territory of that State;

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

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

SEC. 7. *Liability of More Than One Operator.* – Where nuclear damage engages the liability of more than one operator, the operators involved shall, insofar as the damage attributable to each operator is not reasonably separable, be jointly and severally liable.

1 Where a nuclear incident occurs in the course of carriage of nuclear
2 material, either in one and the same means of transport, or, in the case of storage
3 incidental to the carriage, in one and the same nuclear installation, and causes
4 nuclear damage which engages the liability of more than one operator, the total
5 liability shall not exceed the highest amount applicable with respect to any one
6 of them pursuant to Section 16 hereof.

7 In neither of the cases referred to in this Section shall the liability of any
8 one operator exceed the amount applicable with respect to such operator pursuant
9 to Section 16 hereof.

10 **SEC. 8. *Liability of One Operator for Several Nuclear Installations.***

11 – Subject to the provisions of Section 7, where several nuclear installations of one
12 and the same operator are involved in one nuclear incident, such operator shall
13 be liable in respect of each nuclear installation involved up to the amount applicable with
14 respect to such operator pursuant to Section 16 hereof.

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

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

19 **SEC. 10. *Operator Liability for Natural Disaster.*** – The operator shall
20 be liable for nuclear damage caused by a nuclear incident directly or indirectly due
21 to a grave natural disaster of an exceptional character.

22 **SEC. 11. *Armed Conflict Exclusion.*** – No liability shall attach to an
23 operator for nuclear damage caused by a nuclear incident directly due to an act
24 of armed conflict, hostilities, civil war, or insurrection.

25 **SEC. 12. *Relief in Cases of Gross Negligence or Intentional Act.*** – If
26 the operator proves that the nuclear damage resulted wholly or partly either from
27 the gross negligence of the person suffering the damage or from an act or omission
28 of such person done with intent to cause damage, the competent court may relieve
29 the operator wholly or partly from its obligation to pay compensation in respect of
30 the damage suffered by such person.

31 **SEC. 13. *Damage Deemed Nuclear Damage.*** – Whenever both nuclear
32 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 **SEC. 14. *Property for Which Operator is Not Liable.*** – The operator
11 shall not be liable under this Act for nuclear damage:

12 (a) To the nuclear installation itself and any other nuclear installation,
13 including a nuclear installation under construction, on the site where that
14 installation is located;

15 (b) To any property on that same site which is used or to be used in
16 connection with any such installation; and

17 (c) To the means of transport upon which the nuclear material involved
18 was at the time of the nuclear incident.

19 **SEC. 15. *Exercise of Right to Compensation.*** – Subject to the provisions
20 of this Act, any person may bring a claim for compensation for nuclear damage.

21 The right to compensation for nuclear damage may be exercised only
22 against the operator liable or person furnishing financial security pursuant to
23 this Act.

24 **ARTICLE 4**

25 **LIABILITY LIMITS AND FINANCIAL SECURITY**

26 **SEC. 16. *Operator Liability Limit.*** – The liability of a Philippine
27 operator under this Act for any one nuclear incident is limited to an amount in
28 Philippine pesos equivalent to Three hundred million (300,000,000) SDRs.

29 Notwithstanding paragraph 1 of this Section, the PhilATOM, having
30 regard to the nature of the nuclear installation or the nuclear substances
31 involved and to the likely consequences of an incident originating therefrom, may
32 establish a lower limit of liability of the operator: *Provided, That:*

1 (a) In no event shall any amount so established be less than an amount in
2 Philippine pesos equivalent to Five million (5,000,000) SDRs; and

3 (b) In such a case Section 19 of this Act shall apply.

4 The amounts established by this Section shall apply wherever the nuclear incident
5 occurs and the Philippine operator is liable.

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

8 **SEC. 17. *Minimum Financial Security.*** – Under this Act, the operator
9 shall be required to maintain insurance or other financial security covering its
10 liability for nuclear damage in the amount established by Section 16.

11 Nothing in this Act shall be construed to require the national government
12 or any government agency or instrumentality operating a nuclear installation to maintain
13 insurance or other financial security to cover their liability as operators.

14 **SEC. 18. *Type and Terms of Financial Security.*** – The PhilATOM shall
15 prescribe by regulation or order the type and terms of the required financial
16 security: *Provided*, That in so prescribing, the PhilATOM shall be guided by the
17 objectives of assuring adequate and effective compensation to victims of a nuclear
18 incident without imposing an unreasonable burden on the operator.

19 **SEC. 19. *Government Satisfaction of Claims.*** – The government shall
20 ensure the payment of claims for compensation for nuclear damage which have
21 been established against the operator:

22 (a) To the extent that the yield of financial security is inadequate to satisfy
23 such claims;

24 (b) If the PhilATOM has established a lower limit of the operator's liability
25 in accordance with paragraph 2 of Section 16; or

26 (c) If the government or any government agency or instrumentality is the operator,
27 in all cases, up to the limit provided for in paragraph 1 of Section 16.

28 **SEC. 20. *Equitable Distribution.*** – Compensation for nuclear damage
29 under Section 16, including any government satisfaction of claims under
30 Section 19, shall be available to compensate nuclear damage wherever suffered and
31 shall be distributed equitably without discrimination on the basis of nationality,
32 domicile, or residence.

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

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

The certificate shall:

(a) State the name and address of such operator and the amount, type, and duration of security, and these statements may not be disputed by the person by whom or on whose behalf the certificate was issued;

(b) Indicate the nuclear material in respect of which the security applies; and

(c) Include a statement by the PhilATOM, or, with respect to nuclear material coming from another Contracting Party the competent authority of such Contracting Party, that the person named is an operator within the meaning of the relevant convention.

The PhilATOM may exclude the obligation in paragraph 1 of this Section in relation to carriage which takes place wholly within the territory of the Republic of the Philippines.

SEC. 23. *Notice of Suspension or Cancellation by Insurer.* – No insurer or other financial guarantor shall suspend or cancel the insurance or other financial security provided pursuant to Sections 17 and 18:

(a) Without giving notice in writing of at least two (2) months to the PhilATOM; or

(b) Insofar as such insurance or other financial security relates to the carriage of nuclear material, during the period of the carriage in question.

ARTICLE 5

CONVENTION ON SUPPLEMENTARY COMPENSATION PUBLIC FUNDS

SEC. 24. *Public Funds from Contracting Parties to the Convention on Supplementary Compensation.* – Any public funds contributed by Contracting

1 Parties to the Convention on Supplementary Compensation above the operator's
2 liability limit in paragraph 1 of Section 16 shall:

3 (a) Be available to compensate nuclear damage which is suffered in the
4 territory of a Contracting Party to the Convention on Supplementary
5 Compensation and other locations identified by Article V of the Convention on
6 Supplementary Compensation; and

7 (b) Subject to the provisions of the Convention on Supplementary
8 Compensation, be distributed equitably without discrimination on the basis of
9 nationality, domicile, or residence.

10 **SEC. 25. *Reimbursement of Public Funds.*** – If a call for public funds is
11 made by a Contracting Party to the Convention on Supplementary Compensation
12 in accordance with Article III(1)(b) and for which the Republic of the Philippines
13 is required to contribute funds in accordance with Article IV of the Convention on
14 Supplementary Compensation, operators of nuclear installations in the territory
15 of the Republic of the Philippines shall reimburse the government with respect
16 to such funds: *Provided, That:*

17 (a) Reimbursement shall be called on by the government only after the
18 later of:

19 (1) The installation of 7,500 MWth of nuclear capacity in the territory of the
20 Republic of the Philippines; and

21 (2) The year 2035; and

22 (b) An operator's pro rata contribution shall be determined based on the
23 percentage of its installed nuclear capacity out of the total installed nuclear
24 capacity in the Republic of the Philippines at the time of the relevant nuclear
25 incident.

26 The PhilATOM shall, by regulation or order, determine any additional
27 provisions with respect to such reimbursement.

28 **ARTICLE 6**

29 **ADDITIONAL PUBLIC FUNDS**

30 **SEC. 26. *Report to Congress Regarding Additional Public Funds.*** –

31 In any case where it appears that the nuclear damage caused by a nuclear
32 incident exceeds or will probably exceed both the limit of liability established in
33 paragraph 1 of Section 16 and the contributions to be provided by Contracting

1 Parties to the Convention on Supplementary Compensation in accordance with
2 Article III(1)(b), the PhilATOM shall furnish a report to Congress with its
3 recommendations, including any recommendations for the appropriation of
4 additional funds from Congress to provide compensation for nuclear damage.

5 **SEC. 27. *Limit on Compensation by Public Funds.*** – The government may
6 determine limits on compensation paid from any additional funds appropriated by Congress
7 pursuant to Section 26.

8 **ARTICLE 7**

9 **PERIOD OF EXTINCTION**

10 **SEC. 28. *Period of Extinction.*** – Rights of compensation shall be
11 extinguished if an action is not brought within:

12 (a) With respect to loss of life and personal injury, thirty (30) years from
13 the date of the nuclear incident; and

14 (b) With respect to other damage, ten (10) years from the date of the
15 nuclear incident;

16 *Provided*, That in both above cases, rights of compensation shall be extinguished
17 if an action is not brought within three (3) years from the date on which the person
18 suffering nuclear damage had knowledge or ought reasonably to have had
19 knowledge of the damage and of the operator liable for the damage: *Provided, further*,
20 That the periods established pursuant to paragraphs (a) and (b) above
21 shall not be exceeded.

22 Any person who claims to have suffered nuclear damage and who has
23 brought an action for compensation within the period established in paragraph 1
24 of this Section may amend the claim to take account of any aggravation of the
25 damage, even after the expiry of such period: *Provided*, That final judgment
26 has not been entered.

27 **ARTICLE 8**

28 **RIGHT OF RECOURSE**

29 **SEC. 29. *Right of Recourse.*** – The operator shall have a right of recourse
30 only:

31 (a) If this is expressly provided for by a contract in writing; or

1 (b) If the nuclear incident results from an act or omission done with intent
2 to cause damage, against the individual (natural person) who has acted or omitted
3 to act with such intent.

4 Where the operator has a right of recourse according to paragraph 1(a) of
5 this Section, such right of recourse shall also be extended to the benefit of the
6 government and Contracting Parties to the Convention on Supplementary
7 Compensation with respect to any public funds made available by the
8 government in accordance with Section 19, and any contributions paid by
9 Contracting Parties to the Convention on Supplementary Compensation in
10 accordance with Article III(1)(b) of the Convention on Supplementary
11 Compensation, respectively. The government may exercise the rights of recourse
12 on behalf of the Contracting Parties to the Convention on Supplementary
13 Compensation.

14 ARTICLE 9

15 FINAL PROVISIONS

16 **SEC. 30. *Consistency with Relevant Conventions.*** – The provisions of
17 the relevant conventions shall apply to cases not provided for in this Act or in
18 regulations or orders issued by the PhilATOM.

19 This Act and any regulations or orders issued by the PhilATOM shall be
20 implemented and interpreted in a manner that is consistent with the relevant
21 conventions and to give full effect to the rights and obligations of the Philippines
22 under such relevant conventions.

23 **SEC. 31. *Jurisdiction and Applicable Law.*** – The courts of the
24 Philippines shall have jurisdiction over any nuclear incident that occurs in the
25 territory, territorial sea or exclusive economic zone of the Republic of the
26 Philippines and over any other nuclear incident that occurs elsewhere to the
27 extent such jurisdiction is granted by the relevant conventions.

28 Subject to the provisions of the relevant conventions, the nature, form,
29 extent and equitable distribution of compensation for nuclear damage caused by
30 a nuclear incident with respect to which the courts of the Philippines have
31 jurisdiction shall be governed by this Act and the other applicable law of the
32 Philippines.

1 **SEC. 32. Competent Court in the Philippines.** – Claims under this Act
2 shall be brought to the Regional Trial Court that has jurisdiction in the place
3 where the incident occurs: *Provided*, That the Supreme Court shall designate the
4 Regional Trial Court that has jurisdiction if:

5 (a) The nuclear incident occurs in more than one judicial region; partly in a
6 judicial region and partly within the Philippines exclusive economic zone; or within the
7 Philippines exclusive economic zone; or

8 (b) The nuclear incident occurs outside the territory or the exclusive economic
9 zone of any contracting state; or

10 (c) The place where the nuclear incident occurred cannot be
11 determined with certainty.

12 Following such designation, any claims brought in any other Regional Trial Court
13 shall be consolidated in the Regional Trial Court with jurisdiction.

14 **SEC. 33. Claims Handling Panel.** – If it is in the public interest that
15 claims in respect of a nuclear incident are dealt with by a nuclear claims panel,
16 the President, upon recommendation by the PhilATOM, may determine to establish
17 such panel.

18 Within fifteen (15) days of a determination by the President, a claims
19 handling panel, referred to as the Nuclear Claims Panel, shall be established by
20 the Department of Justice. Following the establishment of the Nuclear Claims
21 Panel, such Panel shall have exclusive jurisdiction over claims for compensation for
22 nuclear damage under this Act and any claims brought under Section 32 shall be
23 transferred to the Panel.

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

26 **SEC. 34. Investigation of Nuclear Claims and Priorities for**
27 **Compensation of Claims.** – With respect to claims brought under this Act, the
28 PhilATOM shall:

29 (a) Investigate the purported nuclear incident;

30 (b) Form an opinion on the radiation dose associated with the claims and
31 the potential for such dose limit to cause nuclear damage; and

32 (c) Supply evidence-based information on radiation doses that may
33 definitively cause human harm.

1 Such findings and opinions shall be provided to and considered by the Regional
2 Trial Court or, if established, the Nuclear Claims Panel, in its determinations.

3 For the purposes of the Regional Trial Court or, if established, the Nuclear
4 Claims Panel, understanding relative risk and harm, expert opinions shall be
5 obtained on the relative harm caused by the relevant radiation dose, compared to
6 other common hazards such as smoking, airborne particulate pollution, common
7 low-level chemical exposure, and exposure to elevated natural background
8 radiation occurring in notable locations in the world, including in Ramsar in Iran,
9 Kerala State in India, and Guarapari Beach in Brazil.

10 The Regional Trial Court or, if established, the Nuclear Claims Panel, shall
11 be entitled to establish priorities for compensating classes of nuclear damage:
12 *Provided*, That with respect to claims brought against the operator where the
13 damage to be compensated exceeds or is likely to exceed the maximum amount
14 made available pursuant to paragraph 1 of Section 16 hereof, priority is given to the
15 satisfaction of claims for loss of life or personal injury filed in accordance with
16 this Act.

17 The Regional Trial Court or, if established, the Nuclear Claims Panel,
18 shall seek the assistance of the PhilATOM on any other technical matters where
19 appropriate.

20 **SEC. 35. *Frivolous or Vexatious Claims.*** – The Regional Trial Court or,
21 if established, the Nuclear Claims Panel, shall refuse to hear any claim that it
22 considers to be frivolous or vexatious.

23 **SEC. 36. *Prohibition on Double Compensation.*** – A claimant shall not be
24 entitled to compensation under this Act if the Regional Trial Court or, if established, the
25 Nuclear Claims Panel, determines that such claimant has already received or will
26 receive adequate compensation pursuant to public health insurance, social insurance, social
27 security, workers' compensation or occupational disease compensation systems.

28 **SEC. 37. *Review of Judgement.*** – Appeals from the Regional Trial Court or, if
29 established, the Nuclear Claims Panel, shall be heard by the Court of Appeals.

30 **SEC. 38. *Recognition of Foreign Judgments.*** – A judgment, which is no
31 longer subject to ordinary forms of review, entered by a competent court of
32 another Contracting Party to a relevant convention shall, in accordance with the
33 relevant convention and upon being presented for enforcement in accordance with

1 the formalities of the courts of the Philippines, be recognized by the courts of the
2 Philippines and enforceable as if it were a judgment of the courts of the
3 Philippines. The merits of a claim on which the judgement has been given shall
4 not be subject to further proceedings.

5 **SEC. 39. *Implementing Rules and Regulations.*** – The PhilATOM shall issue
6 the rules and regulations necessary to implement this Act within one hundred eighty (180)
7 days from the effective date of this Act.

8 **SEC. 40. *Separability.*** – If a provision of this Act is declared unconstitutional
9 or invalid, the other provisions shall not be affected and shall remain in full force and effect.

10 **SEC. 41. *Repealability.*** – All acts, executive orders, administrative orders,
11 proclamations, rules and regulations inconsistent with any provisions of this Act, including
12 Sections 37 to 63 of Part VII, Liability for Nuclear Damage, under Republic Act No. 5207
13 and Section 50 of Republic Act No. 12305, otherwise known as the “Philippine National
14 Nuclear Energy Safety Act,” are repealed or modified accordingly.

15 **SEC. 42. *Effectivity.*** – This Act shall take effect fifteen (15) days after its
16 publication in the *Official Gazette* or in a newspaper of general circulation.

Approved,