

2. any property on that same site which is used or to be used in connection with any such installation, upon proof that such damage or loss (hereinafter referred to as »damage«) was caused by a nuclear incident in such installation or involving nuclear substances coming from such installation, except as otherwise provided for in Article 4.

E. Paragraph (c) of Article 3 shall be repealed.

F. Paragraph (c) of Article 4 shall be replaced by the following text:

- (c) The operator liable in accordance with this Convention shall provide the carrier with a certificate issued by or on behalf of the insurer or other financial guarantor furnishing the security required pursuant to Article 10. However, a Contracting Party may exclude this obligation in relation to carriage which takes place wholly within its own territory. The certificate shall state the name and address of that operator and the amount, type and duration of the security, and these statements may not be disputed by the person by whom or on whose behalf the certificate was issued. The certificate shall also indicate the nuclear substances and the carriage in respect of which the security applies and shall include a statement by the competent public authority that the person named is an operator within the meaning of this Convention.

G. Paragraph (c) of Article 5 shall be replaced by the following text:

- (c) If the nuclear fuel or radioactive products or waste involved in a nuclear incident have been in more than one nuclear installation and are not in a nuclear installation at the time damage is caused, no operator other than the operator of the last nuclear installation in which they were before the damage was caused or an operator who has subsequently taken them in charge, or has assumed liability therefor pursuant to the express terms of a contract in writing shall be liable for the damage.

H. Paragraph (c) of Article 6 shall be replaced by the following text:

- (c) (i) Nothing in this Convention shall affect the liability:
 1. of any individual for damage caused by a nuclear incident for which the operator, by virtue of Article 3 (a) (ii) (1) and (2) or Article 9, is not liable under this Convention and which results from an act or omission of that individual done with intent to cause damage;
 2. of a person duly authorized to operate a reactor comprised in a means of transport for damage caused by a nuclear incident when an operator is not liable for such damage pursuant to Article 4 (a) (iii) or (b) (iii).
- (ii) The operator shall incur no liability outside this Convention for damage caused by a nuclear incident.

I. Paragraph (b) of Article 7 shall be replaced by the following text:

- (b) The maximum liability of the operator in respect of damage caused by a nuclear incident shall be 15.000.000 Special Drawing Rights as defined by the International Monetary Fund and used by it for its own operations and transactions (hereinafter referred to as »Special Drawing Rights«). However
 - (i) any Contracting Party, taking into account the possibilities for the operator of obtaining the insurance or other financial security required pursuant to Article 10 may establish by legislation a greater or lesser amount;
 - (ii) any Contracting Party, having regard to the nature of the nuclear installation or the nuclear substances involved and to the likely consequences of an incident originating therefrom, may establish a lower amount provided that in no event shall any amounts so established be less than 5.000.000 Special Drawing Rights. The sums mentioned above may be converted into national currency in round figures.