

that compensation in respect of the damage referred to in Article 2 shall be provided up to the amount of 300 million Special Drawing Rights per incident.

- b) Such compensation shall be provided:
- i) up to an amount of at least 5 million Special Drawing Rights, out of funds provided by insurance or other financial security, such amount to be established by the legislation of the Contracting Party in whose territory the nuclear installation of the operator liable is situated;
  - ii) between this amount and 175 million Special Drawing Rights, out of public funds to be made available by the Contracting Party in whose territory the nuclear installation of the operator liable is situated;
  - iii) between 175 million and 300 million Special Drawing Rights, out of public funds to be made available by the Contracting Parties according to the formula for contribution specified in Article 12.
- c) For this purpose, each Contracting Party shall either:
- i) establish the maximum liability of the operator, pursuant to Article 7 of the Paris Convention, at 300 million Special Drawing Rights, and provide that such liability shall be covered by all the funds referred to in paragraph b) of this Article; or
  - ii) establish the maximum liability of the operator at an amount at least equal to that established pursuant to paragraph b) i) of this Article and provide that, in excess of such amount and up to 300 million Special Drawings Rights, the public funds referred to in paragraph b) ii) and iii) of this Article shall be made available by some means other than as cover for the liability of the operator, provided that the rules of substance and procedure laid down in this Convention are not thereby affected.
- d) The obligation of the operator to pay compensation, interest or costs out of public funds made available pursuant to paragraphs b) ii) and iii), and f) of this Article shall only be enforceable against the operator as and when such funds are in fact made available.
- e) The Contracting Parties, in carrying out this Convention, undertake not to make use of the right provided for in Article 15 b) of the Paris Convention to apply special conditions:
- i) in respect of compensation for damage provided out of the funds referred to in paragraph b) i) of this Article;
  - ii) other than those laid down in this Convention in respect of compensation for damage provided out of the public funds referred to in paragraph b) ii) and iii) of this Article.
- f) The interest and costs referred to in Article 7 g) of the Paris Convention are payable in addition to the amounts referred to in paragraph b) of this Article and shall be borne in so far as they are awarded in respect of compensation payable out of the funds referred to in:
- i) paragraph b) i) of this Article, by the operator liable;
  - ii) paragraph b) ii) of this Article, by the Contracting Party in whose territory the nuclear installation of that operator is situated;
  - iii) paragraph b) iii) of this Article, by the Contracting Parties together.
- g) For the purposes of this Convention, »Special Drawing Rights« means the Special Drawing Right as it is defined by the International Monetary Fund. The amounts mentioned in this Convention shall be converted into the national currency of a Contracting Party in accordance with the value of that currency at the date of the incident, unless another date is fixed for a given incident by agreement between the Contracting Parties. The equivalent in Special Drawings Rights of the national currency of a Contracting Party shall be calculated in accordance with the method of valuation applied at the date in question by the International Monetary Fund for its own operations and transactions.

D. Article 4 shall be replaced by the following text: