

Enforcement Decree of the Act on Indemnity Agreements for Nuclear Liability

Enacted by Presidential Decree No. 7755, Aug. 22, 1975;
(Entered into force Aug. 22, 1975)
Partially amended by Presidential Decree No. 12093, Mar. 19, 1987;
(Entered into force Mar. 19, 1987)
Partially amended by Presidential Decree No. 19706, Oct. 23, 2006;
(Entered into force Oct. 23, 2006)
Amended by Presidential Decree No. 20740, as amended other Act, Feb. 29, 2008;
(Entered into force Feb. 29, 2008)
Amended by Presidential Decree No. 23237, as amended other Act, Oct. 25, 2011;
(Entered into force Oct. 26, 2011)
Amended by Presidential Decree No. 23248, as amended other Act, Oct. 25, 2011;
(Entered into force Oct. 26, 2011)
Partially amended by Presidential Decree No. 25846, Dec. 9, 2014;
(Entered into force Dec. 9, 2014)
Amended by Presidential Decree No. 27207, as amended other Act, May. 31, 2016;
(Entered into force May. 31, 2016)

Article 1 (Purpose)

The purpose of this Decree is to prescribe those matters necessary for the enforcement of the Act on Indemnity Agreements for Nuclear Liability.

Article 2 (Scope, etc. of Normal Operation, etc.)

(1) “Normal operation, etc.” pursuant to subparagraph 1 of Article 4 of the Act on Indemnity Agreements for Nuclear Liability (here in after referred to as the “Act”) refers to the following:

1. Operation, etc. of a nuclear reactor under the condition that is not in violation of Article 26 (including cases where it is applied mutatis mutandis in Article 34 of the same Act), subparagraph 2 of Article 36, Article 40, subparagraph 2 of Article 46 and Article 50 (1)1 of the Nuclear Safety Act;
2. Operation, etc. of a nuclear reactor under the condition where there is no damage to facilities used for the operation, etc. of a nuclear reactor;
3. Operation, etc. of a nuclear reactor under the condition where there is no causes of nuclear damage caused by natural calamity or act of third party.

(2) “Nuclear damage” prescribed in subparagraph 2 of Article 4 of the Act refers to any of the following:

1. Omitted.
2. Nuclear damage for which a claim for compensation was not filed by the victim of said nuclear damage before the expiration date of the period within which a nuclear operator may receive compensation to make up for a loss by a nuclear liability insurance contract (hereinafter referred to as “insurance contract”): Provided, That this shall apply only to those cases where the victim of nuclear damage was unable to file a claim for compensation due to unavoidable circumstances.

Article 3 (Agreed Amount of Indemnity)

The agreed amount of indemnity under an indemnity agreement for nuclear liability (hereinafter referred to as “indemnity agreement”) pursuant to Article 5 of the Act (hereinafter referred to as “agreed amount of indemnity”) shall be equivalent to the financial security amount as prescribed in Article 3 of the Enforcement Decree of the Nuclear Liability Act.

Article 4 (Indemnity Fee Rate)

- (1) The rate prescribed in Article 7 of the Act (hereinafter referred to as “indemnity fee rate”) shall be 20/10,000 of the amount of an indemnity agreement (10/10,000 in cases of an indemnity agreement regarding the operation, etc. of a nuclear reactor at educational institutions or nuclear research institutes for educational or research purposes).
- (2) Where the amount available for paying indemnity for future nuclear damage becomes less than the agreed amount of indemnity due to an indemnity payment, the indemnity fee rate shall be, preempting paragraph (1), the rate determined by multiplying the rate prescribed in said paragraph by the number obtained by dividing the amount available for payment of indemnity by the relevant agreed amount of indemnity.

Article 5 (Time for Payment of Indemnity Fees, etc.)

- (1) A nuclear operator shall pay to the National Treasury on the date upon which he/she concludes an indemnity agreement and thereafter by the same date of each following year (the preceding date when the relevant date is not on the calendar of a specific year) the indemnity fees due for the one year from the relevant date (in cases where the period of an indemnity agreement is shorter than one year, for the relevant period).
- (2) Upon receiving a nuclear operator's request for payment of indemnity pursuant to Article 8 of the Act, the Nuclear Safety and Security Commission, as prescribed in Article 3 of the Act on Establishment and Operation of the

Nuclear Safety and Security Commission (hereinafter referred to as the “Nuclear Safety and Security Commission”), shall provide such payment within 60 days from the date of its receipt of such a request: Provided, That in cases where it is impossible to provide such payment within the period due to natural disasters or other unavoidable circumstances, the Nuclear Safety and Security Commission shall make payment there of within 60days from the date on which such causes no longer exist.

Article 6 (Reports)

Any nuclear operator who intends to conclude an indemnity agreement shall report to the Nuclear Safety and Security Commission the following matters pursuant to Article 11 of the Act:

(1) For an indemnity agreement concerning the operation of a nuclear reactor, the following matters:

1. Purpose of the use of a nuclear reactor;
2. Types, thermal output, and number of units of nuclear reactors;
3. Name and address of the plant or place of business where nuclear reactors are constructed (in case of a nuclear reactor installed on a vessel, the plant or place of business of the shipbuilder where the vessel is built);
4. Location, structure and equipment of nuclear reactor facilities;
5. Planned date of commencement or termination of the operation of a nuclear reactor (including storage or disposal of nuclear fuel materials or materials contaminated by nuclear fuel materials, which is incidental to the operation of a nuclear reactor);
6. Types of nuclear fuel materials used as fuel in a nuclear reactor and the scheduled yearly volume of consumption thereof;
7. Method of processing spent nuclear fuels;
8. Matters regarding insurance contracts.

(2) For an indemnity agreement concerning conversion, the following matters:

1. Name and address of the plant or place of business where conversion facilities are constructed;
2. Location, structure and equipment of conversion facilities, as well as method of conversion;
3. Planned date of commencement or termination of conversion (including storage or disposal of nuclear fuel materials or materials contaminated by nuclear fuel materials, which is incidental to the conversion);
4. Types of nuclear fuel materials to be converted and the scheduled yearly volume of conversion thereof;
5. Matters regarding insurance contracts.

(3) For an indemnity agreement concerning fabrication, the following matters:

1. Name and address of the plant or place of business where fabrication facilities

are constructed;

2. Location, structure and equipment of fabrication facilities, as well as method of fabrication;
3. Planned date of commencement or termination of fabrication (including storage or disposal of nuclear fuel materials or materials contaminated by nuclear fuel materials, which is incidental to the fabrication);
4. Types of nuclear fuel materials to be fabricated and the scheduled yearly volume of fabrication thereof;
5. Matters regarding insurance contracts.

(4) For an indemnity agreement concerning processing of spent nuclear fuel, the following matters:

1. Name and address of the plant or place of business where the facilities for processing spent nuclear fuel are constructed;
2. Location, structure and equipment of facilities for processing spent nuclear fuel, as well as method of processing spent nuclear fuel;
3. Planned date of commencement or termination of the processing of spent nuclear fuel (including storage or disposal of nuclear fuel materials or materials contaminated by nuclear fuel materials, which is incidental to the processing of spent nuclear fuel);
4. Types of spent nuclear fuel to be processed and the scheduled yearly volume of processing thereof;
5. Matters regarding insurance contracts.

(5) For an indemnity agreement concerning the use of a nuclear fuel material, the following matters:

1. Purpose and method of use;
2. Name and address of the plant or place of business where facilities for use are constructed;
3. Location, structure and equipment of facilities for use (including the facilities for storage or disposal, if applicable);
4. Planned date of commencement or termination of use (including storage or disposal of nuclear fuel materials or materials contaminated by nuclear fuel materials, which is incidental to the use);
5. Types of nuclear fuel materials to be used and the scheduled yearly volume of use thereof;
6. Method of processing spent nuclear fuel;
7. Matters regarding insurance contracts.

(6) For an indemnity agreement concerning the transport or storage of nuclear fuel materials or materials contaminated by nuclear fuel materials, the following matters:

1. Route and mode of transport (including the location and method of storage in cases of temporary storage incidental to transport);
2. Location and method of storage;

3. Planned date of commencement and termination of transport or storage;
4. Types and volume of nuclear fuel materials or materials contaminated by nuclear fuel materials to be transported or stored;
5. Matters regarding insurance contracts.

Article 7 (Return of Indemnity Payment)

When the Nuclear Safety and Security Commission intends to require that a nuclear operator return a paid indemnity under Article 14 of the Act, it shall forward to the nuclear operator concerned a written order of return of indemnity specifying the cause thereof, amount to be returned, interest and time limit thereupon.

Article 8 (Submission of Data)

A nuclear operator shall submit to the Nuclear Safety and Security Commission the following data concerning an indemnity agreement to be concluded in the following year by not later than April 30th of every year:

1. Data on the scheduled commencement date of the operation, etc. of a nuclear reactor;
2. Data explaining the details and use of facilities in the plant or place of business (in case of a nuclear reactor installed on a vessel, the vessel) for which an indemnity agreement is to be concluded;
3. Data on the estimated amount of the indemnity agreement

Article 9 (Approval, etc.)

(1) In cases where a nuclear operator intends to acknowledge its liability, in whole or in part, to a victim of nuclear damage pursuant to Article 16 (1) of the Act, he/she shall report each of the following to the Nuclear Safety and Security Commission and obtain approval there from:

1. Time and place of the occurrence of the nuclear incident;
2. Cause of the nuclear incident;
3. Damage resulting from the nuclear incident;
4. Status of the site of the nuclear incident;
5. Plan for mitigating the nuclear damage;
6. Other necessary matters regarding compensation for the nuclear damage.

(2) A nuclear operator shall, when a legal action has been taken by or against a nuclear operator with respect to its liability for compensation for nuclear damage, report each of the following to the Nuclear Safety and Security Commission pursuant to Article 16 (2) of the Act:

1. The name of the court where the lawsuit for compensation for damages was

- filed by or against the nuclear operator, as well as the case number;
2. Amount and purport of claims for compensation for damage, etc.

ADDENDUM <Presidential Decree No. 7755, Aug. 22, 1975>

This Decree shall enter into force on the date of its promulgation.

ADDENDUM <Presidential Decree No. 12093, Mar. 19, 1987>

(1) (Enforcement Date) This Decree shall enter into force on the date of its promulgation.
(2) (Transitional Measures Concerning Changes in Agreed Amount of Indemnity) Any nuclear operator who concluded an indemnity agreement pursuant to the former provisions prior to the enforcement date of this Decree shall, within 30 days from its enforcement date, modify the agreement based on the changed amount of indemnity under the amended Article 3 of the Enforcement Decree of the Nuclear Liability Act.

ADDENDUM <Presidential Decree No. 19706, Oct. 23, 2006>

This Decree shall enter into force on the date of its promulgation.

ADDENDA <Presidential Decree No. 20740, Feb. 29, 2008>

(Organizational Regulations Regarding the Ministry of Education, Science and Technology and Its Affiliated Agencies)

Article 1 (Enforcement Date)

This Decree shall enter into force on the date of its promulgation.

Articles 2 through 6 Omitted.

Article 7 (Revision of other Acts and Subordinate Statutes)

(1) through <94> Omitted.

<95> A portion of the Enforcement Decree of the Act on Indemnity Agreements for Nuclear Liability shall be amended as follows:

“Minister of Science and Technology” used in Article 5 (2), Article 6 except its subparagraphs, Article 7, Article 8 except its subparagraphs, Article 9 (1) except its subparagraphs, and Article 9 (2) except its subparagraphs, shall be revised to “Minister of Education, Science and Technology.”

<96> through <102> Omitted.

ADDENDA <Presidential Decree No. 23237, Oct. 25, 2011>
(Organizational Regulations Regarding the Nuclear Safety and Security Commission)

Article 1 (Enforcement Date)

This Decree shall enter into force on October 26, 2011.

Article 2 Omitted.

Article 3 (Revision of other Acts and Subordinate Statutes)

Paragraph (1) Omitted.

(2) A portion of the Enforcement Decree of the Act on Indemnity Agreements for Nuclear Liability shall be amended as follows:

In Article 5 (2), “Minister of Education, Science and Technology” shall be revised to “Nuclear Safety and Security Commission as prescribed in Article 3 of the Act on Establishment and Operation of the Nuclear Safety and Security Commission (hereinafter referred to as the “Nuclear Safety and Security Commission”).”

“To the Minister of Education, Science and Technology” in the portion excluding the subparagraphs of Article 6 shall be revised to “to the Nuclear Safety and Security Commission.”

In Article 7, “Minister of Education, Science and Technology” shall be revised to “Nuclear Safety and Security Commission.”

“To the Minister of Education, Science and Technology” in the portion excluding the subparagraphs of Article 8, Article 9 (1) and (2) shall be revised to “to the Nuclear Safety and Security Commission.”

Paragraphs (3) and (4) Omitted.

ADDENDA <Presidential Decree No. 23248, Oct. 25, 2011>
(Enforcement Decree of the Nuclear Safety Act)

Article 1 (Enforcement Date)

This Decree shall enter into force on October 26, 2011.

Article 2 Omitted.

Article 3 (Revision of other Acts and Subordinate Statutes)

Paragraphs (1) through (13) Omitted.

(14) A portion of the Enforcement Decree of the Act on Indemnity Agreements for Nuclear Liability shall be amended as follows:

In Article 2 (1) 1, “Article 29 (including cases where it is applied mutatis mutandis in Article 36 of the same Act), subparagraph 3 of Article 44, Article 53, subparagraph 3 of Article 58 and Article 62 (1) 1 of the Atomic Energy Act” shall be revised to “Article 26 (including cases where it is applied mutatis mutandis in Article 34 of the same Act), subparagraph 2 of Article 36, Article 40, subparagraph 2 of Article 46 and Article 50 (1) 1 of the Nuclear Safety Act.”
(15) through <21> Omitted.

Article 4 Omitted.

ADDENDUM <Presidential Decree No. 27207, May. 31, 2016>

Article 1 (Enforcement Date)

This Decree shall enter into force on the day it is promulgated. <The proviso has been omitted.>