

No. 7684

**UNITED STATES OF AMERICA
and
IRELAND**

**Exchange of notes constituting an agreement relating to
public liability for damage caused by the N.S. *Savannah*.
Dublin, 18 June 1964**

Official text: English.

Registered by the United States of America on 14 April 1965.

**ÉTATS-UNIS D'AMÉRIQUE
et
IRLANDE**

**Échange de notes constituant un accord définissant les
clauses de responsabilité pour dommages éventuels
causés par le N.S. *Savannah*. Dublin, 18 juin 1964**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 14 avril 1965.

No. 7684. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND IRELAND RELATING TO PUBLIC LIABILITY FOR DAMAGE CAUSED BY THE N.S. SAVANNAH. DUBLIN, 18 JUNE 1964

I

The American Chargé d'Affaires ad interim to the Irish Minister for External Affairs

THE FOREIGN SERVICE OF THE UNITED STATES OF AMERICA

No. 279

Dublin, June 18, 1964

Excellency :

I have the honor to refer to informal discussions which have taken place between representatives of the Government of the United States of America and the Government of Ireland concerning legal liability in respect of loss or damage in Ireland arising from the operation of N.S. *Savannah*.

1. In the course of these discussions, the United States Government has stated that there is in effect an Agreement of Indemnification between the United States Atomic Energy Commission and the United States Maritime Administration (hereafter referred to as "the Indemnification Agreement") whereunder the Atomic Energy Commission, acting under the authority of the United States Atomic Energy Act of 1954, as amended, has agreed to indemnify the United States Maritime Administration and other persons indemnified against claims for public liability arising from a nuclear incident in connection with the design, development, construction, operation, repair, maintenance or use of the N.S. *Savannah* to the amount of U.S. \$500 million including the reasonable costs of investigating and settling claims and defending suits for damage (the "person indemnified", "public liability" and "nuclear incident", being defined in Section 11 of the United States Atomic Energy Act of 1954, as amended, are hereafter used with the meanings there assigned to them.)

2. Accordingly, I now have the honor to propose an agreement between the Government of the United States of America and the Government of Ireland in the following terms :

¹ Came into force on 18 June 1964 by the exchange of the said notes.

(1) The United States Government shall provide compensation for all loss, damage, death or injury in Ireland (including Irish territorial seas) arising out of or resulting from the operation of N.S. *Savannah* to the extent that the United States Government, the United States Maritime Administration or a person indemnified under the Indemnification Agreement is liable for public liability in respect of such loss, damage, death or injury.

(2) The aggregate liability of the United States Government in accordance with paragraph (1) of this Agreement shall not exceed \$500 million for any single incident regardless of where damage may be incurred.

(3) Subject to the provisions of this Agreement in any legal action or proceeding brought *in personam* against the United States, in an Irish court, on account of any nuclear incident caused by the ship in Irish waters, or occurring outside Ireland during a voyage of the ship to or from Ireland and causing damage in Ireland, the United States Government

(a) shall not plead sovereign immunity ;

(b) shall not seek to invoke the provisions of Irish law or any other law relating to the limitation of shipowner's liability.

(4) The United States Government being liable in the conditions specified in paragraph (1) of this Agreement, shall not pursue any right of recourse against any person who might otherwise be liable for such loss, damage, death or injury.

(5) The Government of the United States shall ensure that prompt payment is made in respect of the liability referred to in paragraph (1) of this Agreement.

(6) If the Indemnification Agreement should for any reason be terminated or revised, the United States Government shall not cause or permit the entry of N.S. *Savannah* into Irish waters unless there is in effect either

(a) an agreement of indemnification entered into by the United States Atomic Energy Commission under the authority of Section 170 of the United States Atomic Energy Act of 1954, as amended, and affording an equivalent measure of indemnification to that provided by the Indemnification Agreement ; or

(b) an agreement of indemnification in some other form acceptable to the Government of Ireland.

(7) Subject to the \$500 million limitation referred to above, nothing in this Agreement shall affect any right which the Government of Ireland might otherwise have under international law in respect of the operation of N.S. *Savannah* and any claims relating thereto shall be dealt with in accordance with customary procedures for the settlement of international claims under generally accepted principles of law and equity. In particular, the two Governments will consult together, in the event of a nuclear incident, and in such consultations the question of liability and amount of compensation to those who have suffered loss or damage as a result of such incident shall be subject to the mutual agreement of the two Governments.

(8) Either Government may terminate this Agreement by notification addressed to the other, such termination to take effect six months after the date of such notification.

If the above proposal is acceptable to the Government of Ireland, I have the honor to suggest that this Note, together with Your Excellency's reply to that effect shall be regarded as constituting an Agreement between the Government of the United States and the Government of Ireland on the above terms which shall enter into force on the date of Your Excellency's reply and shall remain in force thereafter until it is terminated by agreement or in accordance with its provisions.

Accept, Excellency, the renewed assurance of my highest consideration.

Robert P. CHALKER
Chargé d'Affaires ad interim

His Excellency Frank Aiken
Minister for External Affairs
Dublin

II

*The Irish Minister for External Affairs to the American Chargé d'Affaires
ad interim*

ROINN GNÓTHAÍ EACHTRACHA
DEPARTMENT OF EXTERNAL AFFAIRS
BAILE ÁTHA CLIATH
DUBLIN

18 June, 1964

Sir,

I have the honour to acknowledge receipt of your Note of to-day which reads word for word as follows :

[See note I]

I have the honour to confirm, on behalf of the Government of Ireland, that the Agreement proposed in your Note is acceptable to the Irish Government.

Accept, Sir, the renewed assurance of my high consideration.

Frank AIKEN

Robert P. Chalker, Esq.
Chargé d'Affaires a.i.
Embassy of the United States of America