#### ACT

54

#### Dated 19 March 2015

## On Civil Liability for Nuclear Damage and on its Financial Coverage and on changes and amendments to certain laws

The National Council of the Slovak Republic has resolved on this Act:

#### Article I

#### Section 1

#### Scope of the Act

#### This Act regulates

- a) The civil liability for nuclear damage incurred in the causation of a nuclear incident,
- b) The scope of powers of the Nuclear Regulatory Authority (hereinafter only as the "Authority") in relation to the application of this Act,
- c) The competence of the National Bank of Slovakia in relation to the supervised financial market entities in the financial coverage of liability for nuclear damage; and
- d) The penalties for violation of this Act.

#### Section 2

In matters of civil liability for nuclear damage provisions of Article I, par.1, sub-par. a), b), d) up to i), k), sub-par. i), l), Article II, par. 1 to 6, Article III, Article IV, par.1,4 and 7, Art. V, par. 2 to 4, Art. VI, par. 2, Art. VII, par.2 to 4, Art. IX, par. 2, Art. X, Art. XI, par. 1 and 3, Art. XII, par. 1, sub-par. a) and par.3, Art. XIV and Art. XVI of the Vienna Convention on Civil Liability for Nuclear Damage<sup>1</sup>) (hereinafter only as an "International Treaty") apply.

#### Section 3

#### Definitions

(1) "Nuclear incident" means any occurrence according to the International Treaty.

(2) "Nuclear damage" means damage resulting and causally linked to a nuclear incident in accordance with the provisions of an International Treaty.

(3) "Nuclear installation" means an installation according to a special regulation.<sup>2</sup>)

(4) For the purposes of this Act Operator is a person to whom a. license was issued for commissioning, for operation, for the decommissioning phase of a nuclear installation, or for transport of radioactive materials according to special regulation<sup>3</sup>) except from license for operation of a repository,  $^{4}$ ) Insurance means financial h coverage of operator's liability for nuclear damage provided by an authorized person under a special regulation<sup>5</sup>) (hereinafter only as the insurance provider), and subject to other conditions laid down in this Act, Financial security is С. а different kind of financial coverage<sup>6</sup>)

different kind of financial coverage<sup>6</sup>) of the operator's liability for nuclear damage as insurance, if the financial satisfaction from such financial security and hence satisfying the rights of the injured party to compensation for nuclear damage is the same as for insurance,

d. Transport of radioactive materials means transport under a special regulation.<sup>7</sup>)

#### Section 4

## **Operator's Liability**

1) The operator shall be liable for any nuclear damage that has been caused by a nuclear incident at his nuclear installation, except as provided in paragraph 2.

2) The operator shall not be liable for nuclear damage that has been caused by a nuclear incident in his nuclear installation, which is a direct result of armed conflict, hostilities, civil war, insurrection, or a grave natural disaster of an exceptional nature.

3) Liability for nuclear damage cannot be transferred to another person, unless paragraph 4 provides otherwise.

4) In case of transport of radioactive materials, with the approval from the Authority, at the request of the carrier supported with the consent of the operator of a nuclear installation and on the basis of a contract between the carrier and the operator of a nuclear installation, to which or from which the radioactive materials are transported, the carrier can be regarded as an operator with respect to a given transport of radioactive materials,<sup>8</sup>) in which case the operator proceeds under an international treaty. A certificate of coverage of liability for nuclear damage issued by insurance provider or by financial guarantee provider shall be delivered to the operator.

5) Where nuclear damage engages the liability of more than one operator, the operators shall be liable according to the provisions of the international treaty, and in case of a settlement between these operators they are liable for such damage according to their share on it.

6) If a nuclear incident was caused by one operator with more of its nuclear installations, the operator is liable for each nuclear installation up to the limit of liability under Section 5, par.1, 2 or 3, if it is not a single nuclear installation according to paragraph 7.

7) If one operator has more nuclear installations for the same or different purpose or life cycle and there is a common internal emergency plan<sup>9</sup>) approved for these installations, such installations are considered as a single nuclear installation.

8) If there are several nuclear installations regarded as a single nuclear installation according to paragraph 7, they shall have one common liability limit according to Section 5, par. 1,2 or 3, which is the same as the maximum liability limit of the individual nuclear installation from among those several nuclear installations.

9) The operator may be wholly or partly relieved from his obligation to pay damages, if he proves that the nuclear damage resulted wholly or partly as a result of gross negligence by the injured party in respect of the consequences, the content and the extent of the damage suffered as a result of the negligent act or omission or as a result of act or omission with the intent to cause nuclear damage.

## Section 5

## **Operator's Liability Limits**

1) The operator is liable for any nuclear incident resulting in nuclear damage in the phase of commissioning<sup>10</sup>) or during operation<sup>10</sup>) of any nuclear installation

a. With a nuclear reactor or nuclear reactors<sup>11</sup>) for energy purposes up to maximum amount of Euro 300,000,000,

b. With a nuclear reactor or nuclear reactors<sup>11</sup>) serving exclusively for scientific, educational or research purposes up to maximum amount of Euro 185,000,000,

c. For handling nuclear material, for handling spent nuclear fuel<sup>12</sup>) or for storage, conditioning, treatment of radioactive waste<sup>13</sup>) up to maximum amount of Euro 185,000,000.

2) The operator is liable for any nuclear incident resulting in nuclear damage in the phase of decommissioning<sup>14</sup>) of any nuclear

installation according to par.1, up to maximum amount of Euro 185,000,000.

3) The operator is liable for any nuclear incident resulting in nuclear damage occurred during any transport of radioactive materials up to maximum amount of Euro 185,000,000.

4) If the operator is also a holder of license for the transport of radioactive materials under special regulation,<sup>15</sup>) liability for nuclear damage during each shipment of radioactive materials for each nuclear incident, which resulted in nuclear damage, is covered under the scope of paragraphs 1 and 2, and is part of the coverage of liability for nuclear damage for nuclear installations from which or to which the shipment of radioactive materials is carried out.

5) Liability for nuclear damage and the obligation to cover liability for nuclear damage by insurance or financial security shall not apply to:

a. Transport of radioactive materials of such small quantities or of such low activity that there is a low risk of nuclear damage,

b. Nuclear installation in a decommissioning phase, if it does not contain any fresh fuel or spent nuclear fuel, while containing nuclear materials or radioactive waste of such small quantities or of such low activity that there is a low risk of nuclear damage.

6) List of materials in accordance with par. 5, their quantities and their physical and chemical parameters justifying the low risk of nuclear damage, shall be laid down by generally binding legal regulation to be issued by the Authority.

## Section 6

# Financial coverage for the liability for nuclear damage

1) The operator is obliged to cover its liability for nuclear damage up to the liability

limit according to Section 5, par. 1, 2 or 3 by insurance or by financial security. The public funds cannot be used for financial security.

- 2) Financial security may be provided by:
  - a. a domestic legal entity or foreign legal entity associating funds of several operators, including foreign operators;
  - b. a bank guarantee provided by a bank or branch of a foreign bank under special regulation,<sup>16</sup>)
  - c. deposit tied for this purpose in a bank or branch of a foreign bank<sup>16</sup>);
    or
  - d. any other form of security than under sub-par. a) to c), which provides financial cover for liability for nuclear damage equally as the financial security under sub-par. a) to c).

3) Financial cover for liability for nuclear damage under par.1 can be fully provided for by insurance or fully by financial security under par.2, or by combination of insurance and financial security, while the condition of total coverage of liability for nuclear damage minimum to a liability limit under Section 5, par. 1, 2 or 3 must be always met.

4) If the financial cover for the liability is provided by a financial security under par. 2, the provider of financial security or the operator must be able to provide financial security and comparable activities required for reporting and registration of nuclear damage, survey and determining the extent of nuclear damage, the timeliness in satisfying claims for compensation for nuclear damage and the payment of compensation for nuclear damage to the extent, to which they are provided by the insurance provider.

5) If a financial liability coverage is provided by insurance, such insurance must be provided by an independent insurance provider. The independence of the insurance provider is secured in a way that the operator, who concludes an insurance policy, cannot control such insurance provider.<sup>17</sup>) 6) The insurance or financial security shall cover the operator's liability for nuclear damage for all nuclear installations or for all transports of radioactive materials so that the condition for the cover at minimum up to the liability limit according to Section 5, par. 1, 2 or 3 for each nuclear incident at each nuclear installation resulting in nuclear damage or for each nuclear incident during each transport of radioactive material resulting in nuclear damage.

7) The insurance shall cover the liability of the operator for nuclear damage up to the liability limit according to Section 5, par. 1, 2 or 3 also with respect to claims, which will be made within ten years from the date of occurrence of a nuclear incident. Cover by financial security up to the liability limit shall be valid on the date of the nuclear incident, due to which the nuclear damage occurred, and it must be possible to satisfy the claims made within ten years from the date of the nuclear incident.

The insurance or financial security 8) shall cover the operator's liability for nuclear damage separately for the commissioning, separately for the operation of a nuclear installation, separately for the decommissioning phase and separately for the transport of radioactive materials. This does not apply for shipments of radioactive materials if the same operator is also a holder of license for the transport of radioactive materials and the condition under Section 5, par. 4 is met.

9) The commissioning phase and the operation of a nuclear installation, as well as the decommissioning phase of a nuclear installation involves also handling of nuclear materials, transport and management of spent nuclear fuel, or transport and management of radioactive waste and transport of radioactive materials. The operator does not need to conclude an extra insurance or arrange a special financial security for the transport and management of nuclear material, the spent nuclear fuel or radioactive waste if he already has an insurance policy or another financial security

for the existing nuclear installation that is under commissioning, in operation or in the decommissioning phase.

10) The funds provided from insurance or from the financial security shall be provided solely for the purposes of compensation of nuclear damage. Funds provided by the insurance or from the financial security cannot be used to pay for damages to a nuclear installation or any property located on the site of such nuclear installation, which is used or to be used in connection with this nuclear installation, or on the means of transport, which at the time of the event transported radioactive material that caused the event.

11) If none of the authorized persons according to par. 5 provide insurance, the operator shall provide financial cover for the liability up to the liability limit under Section 5, par. 1, 2 or 3 in full by financial security.

## Section 7

## Exercise of the right to compensation for nuclear damage and division of compensation for nuclear damage

1) The injured party shall seek compensation for nuclear damage from the operator.

2) When exercising the right to compensation for nuclear damage the injured party is required to demonstrate the origin and the extent of nuclear damage and the causal link between the nuclear incident and the nuclear damage.

3) If the claimant, who is a natural person dies or an injured party, who is a legal entity, is wound up with a legal successor, paragraphs 1 and 2 shall apply mutatis mutandis to the heir of the injured party<sup>18</sup>) or to the legal successor of the injured party.

4) The operator shall be freed from liability for nuclear damage if he proves that the damage was not causally linked to the nuclear incident.

5) Compensation for nuclear damage in settlement of claims for compensation of nuclear damage is:

a) 50 % of the financial volume intended to cover the liability for nuclear damage in accordance with Section 5, par.1, 2 or 3 shall be allocated to full or pro rata compensation for nuclear damage, which was applied to the end of the sixth month following the date of the nuclear incident, which resulted in nuclear damage;

b) Another 30 % of the financial volume intended to cover liability for nuclear damage in accordance with Section 5, par.1, 2 or 3 and the unused portion of the volume under subpar. a) shall be allocated to full or pro rata compensation for nuclear damage, which has been applied from the beginning of the seventh month until the end of the 24<sup>th</sup> month from the date of the nuclear incident, which resulted in nuclear damage;

c) Further 20 % of the financial volume intended to cover liability for nuclear damage in accordance with Section 5, par. 1, 2 or 3 and the unused portion of the volume under subpar. b) shall be allocated to full or pro rata compensation for nuclear damage, which was applied from the beginning of the 25<sup>th</sup> month until the end of the tenth year from the date of the nuclear incident, which resulted in nuclear damage;

6) The claim for compensation for nuclear damage shall be satisfied pro rata in proportion of all claims for compensation for nuclear damage to the financial volume allocated to satisfy them in a given time period according to par. 5. In case the financial cover of the whole liability limit is not used up in accordance with Section 5, par.1, 2 or 3 following the procedure according to par. 5, while in a certain period, due to overdrawing the allocated financial amount, the compensation for nuclear damage was only proportional, after the expiration of ten years from the nuclear incident, which resulted in nuclear damage, there is a settlement and eventual full or proportional additional payment for all claims made.

7) The right to compensation for nuclear damage is barred, if the injured party or the heir of the injured party, or the legal successor of the injured party, who suffered nuclear damage, did not exercise his right to compensation within three years from the date when he learned or could have learned about the nuclear damage and about who is responsible for it.

8) The right to compensation for nuclear damage shall cease if not exercised not later than ten years from the date of nuclear incident, which resulted in nuclear damage.

(9) Limitation periods according to the general regulation<sup>19</sup>) do not apply for exercising the right to compensation for nuclear damage.

## Section 8

# Demonstrating financial liability coverage for nuclear damage

1) An applicant for license under a special regulation<sup>20</sup>) is required to submit to the Authority a proof of financial cover for the liability for nuclear damage in the procedure for issuing the license in a form and in a manner provided under а separate regulation.<sup>21</sup>) From such document it must be clear that the insurance policy will be effective or that the financial security will be effective no later than the date of the license and shall cover the liability for nuclear damage within the limits of liability in accordance with Section 5, par. 1, 2 or 3 and the methods of coverage according to par. 6.

2) It is prohibited to commission, operate and decommission a nuclear installation or to transport radioactive materials without the financial coverage for liability for nuclear damage up to the liability limit according to Section 5, par.1, 2 or 3.

3) The operator, insurance provider or provider of financial security are

independently required to notify the Authority of material changes in the insurance or material changes in the financial security, especially if there is a termination of the relevant policy, change in the period of insurance or the term of financial security, any change in the limit of indemnity or financial security, in the conditions for releasing or payout of the insurance claims, or other claims from the financial security, change in the method of joint guarantee or change affecting the performance of obligations arising from an international treaty and from another international convention, by which the Slovak Republic is bound,<sup>22</sup>) and that is by written notice not later than 15 days from the date of effect of such material change in the insurance or in the financial security.

4) If the previous method of financial cover for liability for nuclear damage was terminated, the operator is required to provide for a following financial cover for liability for nuclear damage so that coverage for liability for nuclear damage is continuous under this Act and this fact must be demonstrated to the Authority within 15 days from the date of effect of such change.

5) Documents and notices referred to in par. 1 and 4 shall be delivered to the Authority by electronic means signed by a certified electronic signature<sup>23</sup>) or in paper form by registered mail. The deadline shall be deemed to be respected if the document or notice was handed over for posting or sent by electronic means and signed by certified electronic signature<sup>23</sup>) on the last day of the period.

6) In the procedure for license under a special regulation<sup>24</sup>) the Authority is required, when reviewing the proof of coverage for liability for nuclear damage, to seek from the National Bank of Slovakia information on the eligibility of the proposed entity, designated as the insurer or provider of financial security, to provide such insurance or financial security.

7) If the insurance provider or provider of financial security is not an entity supervised by

the National Bank of Slovakia,<sup>25</sup>) but it is an entity supervised by the financial market, supervised by the relevant authority in the State, in which the insurance provider or the provider of financial security has its offices or domicile, the applicant for the license is required, together with the proof of insurance or proof of financial security, to submit to the Authority also the information from the competent regulatory authority on the eligibility of the proposed entity to provide insurance or financial security in the Slovak Republic.

8) If there are several insurance providers or several providers of financial security, information according to par. 6 and 7 on the eligibility of all proposed entities to provide insurance or financial security, is needed.

9) Upon request from the Authority, according to par. 6, the National Bank of Slovakia is required to issue the information within 30 days from the date of delivery of such request to the Authority.

10) If the information according to par. 9 shows that the proposed insurance provider or provider of financial security is not authorized to provide insurance or financial security to cover liability for nuclear damage in the Slovak Republic, the Authority shall stop the proceeding for a license according to regulation.<sup>26</sup>) special When combining coverage of liability for nuclear damage using methods according to Section 6, par. 1 to 3, the condition of eligibility of an entity to provide insurance or to provide financial security shall be met in each method of covering liability for nuclear damage in parallel, so that the condition of overall financial coverage up to the liability limit according to Section 5, par. 1, 2 or 3 is met.

## Section 9

## Notice of Occurrence of a Nuclear Incident

1) The Authority is required, within 24 hours from the time when it learned from the operator that the operator announced the 3<sup>rd</sup>

level – emergency condition – in the vicinity of the nuclear installation,<sup>27</sup>) to place on its website and in the media a notice of occurrence of a nuclear incident at a nuclear installation, the date of occurrence of a nuclear incident and at which nuclear installation the nuclear incident occurred. The Authority shall promptly deliver a written notice of occurrence of a nuclear incident and at which nuclear installation it occurred, and on the operator of that nuclear installation, to all District Offices in the seat of the region.

2) The Authority is required, within 24 hours from the time when he learned from the operator about the incident or an accident in transport of radioactive materials,<sup>27</sup>) to place on its website and in the media a notice of occurrence of a nuclear incident in transport of radioactive materials, on the date and the location of the incident or accident. The Authority shall promptly deliver a written notice of occurrence of a nuclear incident in transport of radioactive materials and on the operator of transport of radioactive materials to all District Offices at the seat of the region.

3) In the notice of occurrence of a nuclear incident according to par. 1 or 2 the Authority shall state the date, month and year of occurrence of a nuclear incident, the place of occurrence of a nuclear incident with the identification of the nuclear installation, in which the nuclear incident occurred, or definition of the place, at which the nuclear incident occurred in transport of radioactive materials, the name, address, identification number and the details of incorporation in the Commercial Registry or a similar registry of an entity, which is the operator of this nuclear installation or which was the operator during a nuclear incident in transport of radioactive materials. The notice contains also other information, in particular the preliminary statement on the assumption of the nuclear damage resulting from this nuclear incident.

4) The District Office at the seat of the region is required to promptly send out the notice according to par. 1 or 2 to the towns and villages belonging to the territory of the region. The towns and villages are required to display this notice on the official notice board and to make it public also in another way that is customary.

## Section 10

## **Other Administrative Offences and Penalties**

1) For breach of obligations pursuant to Section 6, par. 1 and the prohibition under Section 8, par. 2 the Authority shall impose a penalty to the operator amounting from Euro 100,000 up to Euro 1,000, 000.

2) For breach of the obligation to notify according to Section 8, par. 3, the Authority shall impose a penalty to the operator amounting from Euro 5,000 up to Euro 20,000.

3) To an operator, who has failed to correct the deficiencies for which he was fined within the defined period, an additional penalty may be imposed up to the double amount of the penalty that can be imposed.

4) The penalty is due within 30 days from the date of effect of the decision on imposing the penalty.

5) The penalties become an income of the National Nuclear Fund for decommissioning of nuclear facilities and management of spent nuclear fuel and radioactive waste.<sup>28</sup>)

6) Penalties according to par. 1 and 2 can be imposed within three years from the day when the breach of obligation occurred.

7) When imposing a penalty and determining its amount according to par. 1 and 2, particular attention is given to the seriousness, method, duration and possible consequences of the breach of obligations, the cooperation and the attitude of the operator in eliminating the consequences of deficiencies and on the measures adopted.

8) If the insurance provider or the provider of financial security fails to comply with the notification obligation according to Section 8, par. 3, which is supervised by the National

Bank of Slovakia, the Authority shall send a written complaint to the National Bank of Slovakia to commence proceedings for the imposition of penalty under a special regulation.<sup>29</sup>)

9) If the notification obligation according to Section 8, par. 3 is not complied with by the insurance provider or the provider of financial security, where the National Bank of Slovakia does not exercise the oversight, the Authority shall send a complaint on such breach to the body, whose competence includes the insurance provider or provider of financial security and asks the National Bank of Slovakia for cooperation.

10) Provisions of the general regulation on administrative proceedings<sup>30</sup>) shall apply for the proceeding of the Authority on imposition of a penalty under this Act.

## Section 11

Within its scope of powers the Authority exercises also control of implementation of this Act under special regulations.<sup>31</sup>)

## Section 12

Unless this Act provides otherwise, the legal relations of liability for nuclear damage are covered by the provisions of the Civil Code.

## **Interim and Repealing Provisions**

## Section 13

The operator shall submit to the Authority a written document on financial coverage of liability for nuclear damage under this Act by 15 January 2016.

## Section 14

Decree of the Nuclear Regulatory Authority of the Slovak Republic No. 47/2006 Coll. on maximum limits of small quantities of nuclear material and radioactive waste in respect of which no nuclear damage is expected and therefore subject to exclusion from the third party liability regime is repealed.

## Article III

Act No. 541/2004 Coll. on Peaceful Use of Nuclear Energy (the Atomic Act) and on changes and amendments to certain laws as amended by the Act No. 238/2006 Coll., Act No. 21/2007 Coll., Act No. 94/2007 Coll., Act No. 335/2007 Coll., Act No. 408/2008 Coll., Act No. 120/2010 Coll., Act No. 145/2010 Coll., Act No. 350/2011 Coll. and Act No. 143/2013 Coll. is changed and amended as follows:

1. The words "State Fund for decommissioning of nuclear installations and management of spent nuclear fuel and radioactive waste" in all forms throughout the text of the Act are replaced by the words "National Nuclear Fund for decommissioning of nuclear facilities and management of spent nuclear fuel and radioactive waste." in the relevant form.

2. In Section 1 par. 1 sub-par. h) is deleted.

Current sub-par. i) and j) are changed to h) and i).

3. In Section 2 sub-par. f) the words "except the seventh part of this Act," are deleted.

4. In Section 4 par. 1 is complemented with sub-par. r) and s) with the following wording:

"r) controls compliance with the obligations arising from special regulation,<sup>7b</sup>)

s) issues certificate on the operator under a special regulation.<sup>7c</sup>)".

Footnotes to references 7b and 7c read as follows:

"7b) Act No. 54/2015 Coll. on Civil Liability for Nuclear Damage and on its Financial Coverage and on changes and amendments to certain laws. 7c) Section 4, par. 4 of the Act No. 54/2015 Coll.".

5. In Section 8 after par. 8 a new paragraph 9 is added, with the following wording:

"9) Provisions of par. 7 and 8 shall apply mutatis mutandis also if the applicant failed to provide a proof of insurance or a proof of financial security under а special regulation<sup>11aa</sup>) or if according to the opinion of the National Bank of Slovakia or other authority under special regulation<sup>11ab</sup>) the entity referred to as the provider of insurance or provider of financial security is not authorized to provide such insurance or to provide financial security under special regulation.

Footnotes to references 11aa and 11ab read as follows:

"11aa) Section 8 par. 1 of the Act No. 54/2015 Coll.

11ab) Section 8 par. 5 to 8 of the Act No. 54/2015 Coll.".

6. Sections 29 and 30 are deleted.

7. In Section 34 par. 11 the words "Income from fines" are replaced by the word "Fines".

8. In Annex 1 part C sub-par. n) at the end the following words are attached "under a special regulation,<sup>7b</sup>)".

9. In Annex 1 part D sub-par. h) at the end the following words are attached "under a special regulation,<sup>7b</sup>)".

10. In Annex 2 part A sub-par. g) at the end the following words are attached "under a special regulation,<sup>7b</sup>)".

## Article IV

Act No. 371/2004 Coll. on courts seats and districts in the Slovak Republic and on amendment to the Act No. 99/1963 Coll. on the Code of Civil Procedure as amended by

the Act No. 428/2004 Coll., Act No. 757/2004 Coll., Act No. 511/2007 Coll., Act No. 517/2008 Coll., Act No. 59/2009 Coll., the judgement of the Constitutional Court of the Slovak Republic No. 290/2009 Coll., Act No. 291/2009 Coll., Act No. 503/2009 Coll., Act No. 332/2011 Coll., Act No. 348/2011 Coll., Act No. 388/2011 Coll., Act No. 75/2013 Coll., Act No. 495/2013 Coll. and Act No. 336/2014 Coll., is complemented as follows:

After Section 14e a new Section 14f is added, which reads as follows, including its title:

"Section 14f

## Court with agenda of proceedings on compensation for nuclear damage

(1) The competent court for proceedings in the matter of compensation of damages, which occurred in the causation of a nuclear incident,<sup>1ad</sup>) is the District Court Nitra; its district is the whole territory of the Slovak Republic.

(2) For proceedings on remedies in the matters according to par. 1, the competent court is the Regional Court Nitra."

Footnote to reference 1ad reads as follows:

"1ad) Act No. 54/2015 Coll. on Civil Liability for Nuclear Damage and on its Financial Coverage and on changes and amendments to certain laws.".

#### Article VI

This Act comes into force on 30 March 2015, except Art. I, III and IV, which come into force on 1 January 2016.

Andrej Kiska s.m.

Peter Pellegrini s.m.

Robert Fico s.m.

<sup>7</sup>) Section 2 sub-par. i), Sections 15 to 16l of the Act No. 541/2004 Coll. as amended.

<sup>8</sup>) Sections 16 to 16l of the Act No. 541/2004 Coll. as amended.

<sup>9</sup>) Section 28 par. 6 of the Act No. 541/2004 Coll. as amended.

<sup>10</sup>) Section 19 of the Act No. 541/2004 Coll.

<sup>11</sup>) Section 2 sub-par. f) first point of the Act No. 541/2004 Coll. as amended by the Act No. 350/2011 Coll.

<sup>12</sup>) Section 2 sub-par. f) second and third point of the Act No. 541/2004 Coll. as amended by the Act No. 350/2011 Coll.

<sup>13</sup>) Section 2 sub-par. f) fourth point of the Act No. 541/2004 Coll. as amended by the Act No. 350/2011 Coll.

<sup>14</sup>) Section 2 sub-par. t), Section 5 par. 3 sub-par. d) of the Act No. 541/2004 Coll. as amended by the Act No. 350/2011 Coll.

- <sup>15</sup>) Section 5 par. 3 sub-par. d) and j) of the Act No. 541/2004 Coll.
- <sup>16</sup>) Act No. 483/2001 Coll. as amended.
- <sup>17</sup>) Section 66a of the Commercial Code as amended by the Act No. 127/1999 Coll.
- <sup>18</sup>) Sections 460 to 487 of the Civil Code.

<sup>19</sup>) Section 106 of the Civil Code.

<sup>20</sup>) Section 4 par. 1 sub-par. d) and Section 5 of the Act No. 541/2004 Coll.

<sup>21</sup>) Section 6 par. 2 sub-par. h) of the Act No. 541/2004 Coll.

<sup>22</sup>) Vienna Convention on Civil Liability for Nuclear Damage (Notification of Ministry of Foreign Affairs No. 70/1996 Coll.),

Joint Protocol Relating to the Application of the Vienna Convention and the Paris Convention (Notification of Ministry of Foreign Affairs No. 71/1996 Coll.).

<sup>23</sup>) Section 3 of the Act No. 215/2002 Coll. on the electronic signature and on changes and amendments to certain laws as amended by the Act No. 214/2008 Coll.

<sup>24</sup>) Sections 5 to 9 of the Act No. 541/2004 Coll.

<sup>25</sup>) Section 1 par. 3 of the Act No. 747/2004 Coll. on Financial Market Supervision and on changes and amendments to certain laws as amended.

<sup>26</sup>) Section 8 par. 8 of the Act No. 541/2004 Coll. as amended by the Act No. 143/2013 Coll.

<sup>27</sup>) Section 27 par. 7 and Section 28 par. 21 of the Act No. 541/2004 Coll. as amended by the Act No. 350/2011 Coll.

<sup>28</sup>) Section 7 par. 1 sub-par. c) of the Act No. 238/2006 Coll. on National Nuclear Fund for Decommissioning of Nuclear Facilities and Management of Spent Nuclear Fuel and Radioactive Waste (Act on Nuclear Fund) and on changes and amendments to certain laws as amended.

<sup>29</sup>) Act No. 566/1992 Coll. on the National Bank of Slovakia as amended.

Act No. 747/2004 Coll. as amended.

<sup>30</sup>) Act No. 71/1967 Coll. on Administrative Proceedings (Administrative Code) as amended.

<sup>31</sup>) Section 29 of the Act No. 575/2001 Coll. on Organization of Governmental Activities and of Central State Administration as amended by the Act No. 408/2008 Coll.

Section 4 of the Act No. 541/2004 Coll. as amended.

<sup>&</sup>lt;sup>1</sup>) Notification of Ministry of Foreign Affairs No. 70/1996 Coll.

<sup>&</sup>lt;sup>2</sup>) Section 2 sub-par. f) of the Act No. 541/2004 Coll. on Peaceful Use of Nuclear Energy (Atomic Act) and on changes and amendments to certain laws as amended.

<sup>&</sup>lt;sup>3</sup>) Section 5 par. 3 sub-par. b) to d) and j) of the Act No. 541/2004 Coll.

<sup>&</sup>lt;sup>4</sup>) Section 2 sub-par. q) of the Act No. 541/2004 Coll. as amended by the Act No. 143/2013 Coll.

<sup>&</sup>lt;sup>5</sup>) Act No. 39/2015 Coll. on insurance and on changes and amendments to certain laws.

<sup>&</sup>lt;sup>6</sup>) For example Act No. 483/2001 Coll. on the banks and on changes and amendments to certain laws as amended.