

Background on Minutes of 6th meeting of Japan Atomic Energy Commission, 10 Feb. 1960

In late 1950s, the concept of liability law was discussed by the Atomic Energy Commission and the Science and Technology Agency (today's MEXT). The Nuclear Damage Compensation Expert Group was formed as a consultative body. In Dec 1959, a report was submitted to the Atomic Energy Commission by the expert group, which included the principle that liability would be channeled only to operators. It also included the right of recourse to suppliers for damage in case of willful misconduct or gross negligence:

[Excerpt of December 12, 1959 report from the Nuclear Damage Compensation Expert Group]

In case of the occurrence of a nuclear damage caused by willful misconduct or gross negligence of entities directly or indirectly contracted or subcontracted to a nuclear business operator, in respect to fuel supply or facilities, or of an unrelated third party, the nuclear business operator can claim for compensation for damage against them. (Liability for nuclear damage 5)

However, under current Japanese liability law, the right of recourse in case of gross negligence has been removed. The minutes of the 6th meeting of Japan Atomic Energy Commission, 10 Feb. 1960, show how the decision to remove supplier liability in case of gross negligence was made.

[Excerpts]

5. The decision on the consideration and the reported matters

2) About the draft Act on Compensation for Nuclear Damage Reports have been made in respect to matters that appeared problematic in the course of negotiations with each Ministry, and the countermeasures have been proposed by the Atomic Energy Commission. Upon having the aforementioned issues considered, there the following conclusions were reached:

a) The right to claim for reimbursement against a supplier shall be allowed only in the case of willful misconduct.

6. The procedure of the consideration

2) About the draft Act on Compensation for Nuclear Damage

(Inoue) Please consider the points of issue about the draft Act on Compensation for Nuclear Damage which I've summarized. I listed the problems focusing on the State reparation, liability insurance, the body to settle the claims for compensation for damage, the right to reimbursement.

(...)

Finally, regarding to the right to claim for reimbursement against a supplier it was written that the supplier could be subject to a reimbursement claim in case of willful misconduct and gross negligence. However, we decided to delete "gross negligence" to not make suppliers feel uneasy.

(...)

(Ishikawa) I think it is better to delete the term "gross negligence" from the reimbursement right statement in D.

(Inoue) This point is related to the State reparation. Depending on the character of this regulation, an entrepreneur and a provider can be burdened with more responsibility... But on Saturday we had a discussion with the chairman and other specialists, who said it would not matter to delete this term.

(Sasaki) Manufacturers want to be exempted in all cases except for wilful misconduct. It is better to solve the problems among operator, insurer and government.

(...)

(Kaneshige) A provider constructs a reactor, trusting a manufacturer's technique... Nevertheless, the manufacturer will be exempted from responsibility.