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## **Act on Liability for Oil Pollution Damage (Act No. 95 of 1975, December 27, 1975)**

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## **Chapter I General Provisions**

### **Article 1 (Purposes)**

The purpose of this Act is to make clear the liability of shipowner in the case where oil loaded in ship caused oil pollution damage and to establish a system to insure and secure compensation for oil pollution damage in order to protect the

victim of the oil pollution damage as well as to contribute to sound development of marine transportation.

## **Article 2 (Definitions)**

In this Act, the meanings of the terms listed in the following items shall be as prescribed respectively in those items:

- (i) "Liability Convention" means the International Convention on Civil Liability for Oil Pollution Damage, 1992.
- (ii) "International Fund Convention" means the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage, 1992.
- (ii-2) "Protocol on Supplementary Fund" means the protocol of 2003 to the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage 1992.
- (iii) "Oil" means the Oil such as Crude Oil, Fuel Oil, Lubricating Oil or Other Oil that are hard to evaporate specified by a cabinet order.
- (iii-2) "Bunker Oil" means the Oil, among Oil, that is used as fuel for an operation of a ship.
- (iv) "Tanker" means the ship for the carriage by sea of Oil in bulk.
- (iv-2) "General Ship" means the ship for the carriage by sea of freight and other articles except passengers and Oil in bulk (except the ship that is operated by oars or operated mainly by oars)
- (v) "Tanker Owner" means the shipowner of a Tanker (the person or persons registered as the owner of the ship pursuant to the provision of paragraph 1 of Article 5 of the Ship Law (Act No. 46 of 1899) or the provisions of foreign laws and regulations (if there are not the person or persons registered, the person or persons owning the ship), provided, however, as for the ship owned by a foreign state, if there is a company or an entity registered as an operator of the ship in that foreign state, the shipowner of a Tanker shall mean the company or the entity that is registered as an operator. The same shall apply to the next item.).
- (v-2) "Owner of General Ship" means the owner of a General Ship and the lessee of a General Ship.
- (v-3) "Exclusive Economic Zone" means the Exclusive Economic Zone (prescribed in paragraph 1 of Article 1 of the Act on Exclusive Economic Zone and Continental Platforms (Act No. 74 of 1996). The same shall apply to item vii-2. (a) and Article 31) and the water area provided in Article 2 (a) (i) of the Liability Convention in a foreign state contracting the Convention.
- (v-4) "Oil Pollution Damage" means Tanker Oil Pollution Damage and General Ship Oil Pollution Damage.
- (vi) "Tanker Oil Pollution Damage" means the following damage or costs:

- (a) Damage caused within the territory (including territorial sea. The same shall apply to item vii-2. (a) and item 2 of paragraph 1 of Article 39-5) of a Contracting State of the Liability Convention or within the Exclusive Economic Zone, etc. by the pollution (limited to the pollution by the Oil loaded as cargo or by the Bunker Oil (including the Oil that is left in the cargo hold and the other places in the Tanker prescribed by an ordinance of the Ministry of Land, Infrastructure, Transport and Tourism and mixture which is including a said Oil and which prescribed by an ordinance of the Ministry of Land, Infrastructure, Transport and Tourism) resulting from the escape or discharge of Oil from a Tanker (as for the Tanker capable of carrying cargo other than Oil in bulk, it is limited to the Tanker used for transporting Oil in bulk and while the cargo holds have not been cleaned to the degree so that no oil may be left after they were used for transportation of Oil in bulk, the Tanker being used for transportation of cargo other than Oil in bulk and the ships navigating without any cargo).
- (b) A cost that is required for the reasonable measures taken to prevent or alleviate the damage after an event causing the damage of item (a) occurred and damage incurred as a result of taking those measures.
- (vii) "Cost of Preventive Measures of Damage by Tanker Owner" means the cost required by a Tanker Owner to voluntarily take measures prescribed in the preceding item (b) and the damage incurred by the Tanker Owner as a result of taking those measures.
- (vii-2) "General Ship Oil Pollution Damage" means the following damage or costs:
  - (a) Damage caused by the pollution resulting from the escape or discharge of the Bunker Oil from a General Ship within the territory or Japanese Exclusive Economic Zone.
  - (b) A cost that is required for the reasonable measures taken to prevent or alleviate the damage after an event causing the damage of item (a) and damage incurred as a result of taking those measures.
- (viii) "One Unit" means the amount of money equivalent to one Special Drawing Right pursuant to the Special Drawing Right prescribed in paragraph 1, Article 3 of the International Monetary Fund Agreement.
- (ix) "Insurer" means the party who covers the damage of Tanker Owner in the Contract on Insurance or Other Financial Security for Tanker Oil Pollution Damage prescribed in this Act or insure the performance of obligations for damages, or the party who covers the damage of Owner of General Ship in the Contract on Insurance or Other Financial Security for General Ship Oil Pollution Damage prescribed in this Act or insure the performance of obligations for damages and payment of costs.
- (x) "International Fund" means the International Oil Pollution Compensation

Fund, 1992 prescribed in paragraph 1, Article 2 of the International Fund Convention.

(x-2) "Supplementary Fund" means the International Oil Pollution Compensation Supplementary Fund, 2003 prescribed in paragraph 1, Article 2 of the Protocol on Supplementary Fund.

(xi) "Limited Claim" means the claim for which the Tanker Owner or Insurer pertaining to the Contract on Insurance or Other Financial Security for Tanker Oil Pollution Damage prescribed in this Act may limit the liability pursuant to the provision of this Act.

(xii) "Beneficiary Debtor" means the debtor pertaining to the Limited Claim in the relevant procedure for limitation of liability and other than those who made an application for commencement of the procedure for limitation of liability.

## **Chapter II Liability for Tanker Oil Pollution Damage and Limitation of Liability**

### **Article 3 (Liability for Tanker Oil Pollution Damage)**

(1) When Tanker Oil Pollution Damage occurred, the Tanker Owner of the Tanker in which the Oil pertaining to the said Tanker Oil Pollution Damage was loaded shall be responsible for compensation for the damage, provided, however, that this shall not apply if the said Tanker Oil Pollution Damage falls under any of the following items:

(i) Damage was caused by war, civil war or insurrection.

(ii) Damage was caused by an abnormal natural disaster.

(iii) Damage was solely caused knowingly by the person other than the said Tanker owner or his/her employees.

(iv) Damage was solely caused by a defect in the management of the aids to navigation or the signal facilities for traffic control by the state or a public entity.

(2) In the case Tanker Oil Pollution Damage occurred by the Oil loaded in two or more Tankers, if it is impossible to determine which of the oil loaded in the Tanker caused the said Tanker Oil Pollution Damage, respective Tanker Owners shall be responsible for compensation of the damage jointly and severally, provided, however, that this shall not apply if the said Tanker Oil Pollution Damage falls under any of the items in the preceding paragraph.

(3) The Tanker Owner prescribed in the preceding two paragraphs shall be the Tanker Owner at the time the first event resulting in the Tanker Oil Pollution Damage occurred.

(4) In the case of the main clause of paragraph 1 or the main clause of paragraph 2, the persons listed in the following shall not be responsible for the damages,

provided, however, that this shall not apply if the said Tanker Oil Pollution Damage was intentionally caused by any of these persons or caused by a reckless act by any of these persons knowing that the act may result in damage.

- (i) A employees of the Tanker Owner of the said Tanker.
  - (ii) A ship lessee of the said Tanker and its employees.
  - (iii) Any charterer of the said tanker prescribed in paragraph 4. (c), Article 3 of the Liability Convention (except the lessee), manager or operator and the employees of them.
  - (iv) A person who undertakes rendering services pertaining to the Tanker such as repair of Tanker and the employees of them.
  - (v) A person who renders services directly relating to life saving or rescue of cargo or the tanker with consent of the Tanker Owner or pursuant to the instructions of administrative agencies, and the employees of them.
  - (vi) A person who takes measures prescribed in item 6. (b) of Article 2 (except the Tanker Owner of the said tanker) and the employees of them.
- (5) The provision set forth in the preceding paragraph shall not preclude Tanker Owner who compensated the damages from exercising any right recourse of the Tanker Owner to claim against a third party.

**Article 4** (Taking into Consideration concerning Compensation)

If the Tanker Oil Pollution Damage was caused by the intention or the negligence of the victim, the court may take them into consideration in determining the liability and the sum of the damages.

**Article 5** (Limitation of Liability of Tanker Owner)

The Tanker Owner (including members with unlimited liability of the Tanker Owner as a juridical person. The same shall apply hereinafter) who is responsible for compensation of the Tanker Oil Pollution Damage pursuant to the provision of paragraph 1 or paragraph 2 of Article 3 may limit the liability concerning the claim based on the said Tanker Oil Pollution Damage pursuant to the provisions of this Act, provided, however, that this shall not apply if the said Tanker Oil Pollution Damage was intentionally caused by the Tanker Owner himself/herself or caused by a reckless act by the Tanker Owner himself/herself knowing that the act may result in damage.

**Article 6** (Amount of Limit of Liability)

The limit of amount of liability in the case the Tanker Owner may restrict the liability (referred to as "Amount of Limit of Liability" in paragraph 3 of Article 14 and Article 38) shall be the amount of money calculated as prescribed in the following pro rata to the tonnage of the Tanker.

- (i) For the Tanker which are 5,000 tons or less, the amount of money of 4,510,000 times of One Unit.
- (ii) For the Tanker which exceed 5,000 tons, the amount of money obtained by adding the amount of 631 times of One Unit for the portion of tonnage exceeding 5,000 tons to the amount of the money of the preceding paragraph (in the case the amount exceeds an amount of 89,770,000 times of One Unit, the amount of money shall be 89,770,000 times of One Unit).

**Article 7 (Calculation of Tonnage of Tanker)**

The tonnage of the Tanker in the preceding Article shall be expressed in the figure calculated pursuant to an example prescribed in paragraph 2, Article 4 of the Law on Tonnage Measurement of Ships (Act No. 40 of 1980) with the word "tons" added (hereinafter referred to as "Gross Tonnage").

**Article 8 (Extent of Limitation of Liability)**

The limitation of liability of the Tanker Owner shall extend to all the Limited Claim resulted from the same accident for each of the relevant Tanker against the Tanker Owner and Insurer pertaining to the said Tanker.

**Article 9 (Ratio of Payment that the Claimant of the Limited Claim Receives)**

When a Tanker Owner limited its liability, the Claimant of the Limited Claim may receive payment pro rata to the ratio of the sum of its Limited Claim.

**Article 10 (Extinguishment of Right)**

The right to demand compensation for damages against the Tanker Owner pursuant to the provisions of paragraph 1 or paragraph 2 of Article 3 becomes extinct unless a judicial claim is filed within 3 years from the date when the Tanker Oil Pollution Damage occurred. The same shall apply when a judicial claim is not filed within 6 years from the date when the first event causing the said Tanker Oil Pollution Damage.

**Article 11 (Jurisdiction of Tanker Oil Pollution Claim Case)**

As for the lawsuit against the Tanker Owner pursuant to the provisions of paragraph 1 or paragraph 2 of Article 3, if a court with jurisdiction is not prescribed by other acts, the lawsuit shall belong to the court of the venue that the Supreme Court provides.

**Article 12 (Effect of Foreign Judgment)**

- (1) The final and binding judgment that a foreign court which has jurisdiction pursuant to paragraph 1 of Article 9 of the Liability Convention made on a lawsuit

for demanding compensation for Tanker Oil Pollution Damage shall be in force and effective except the cases listed in the following:

- (i) In the case the said judgment was obtained through fraud.
  - (ii) In the case a defendant did not receive the transmittal of a summons or an order required for the commencement of a lawsuit and was not given a fair opportunity to state his/her assertion.
- (2) As for the judgment for execution concerning the final and binding judgment prescribed in the preceding paragraph, the expression that "when the requirements listed in the respective items of Article 108 of the Code of Civil Procedure are not met" prescribed in paragraph 3 of Article 24 of the Act on Civil Execution (Act No, 4 of 1979) shall read as "when it falls under any of the items in paragraph 1, Article 12 of the Act on Liability for Oil Pollution Damage."

### **Chapter III Contract on Insurance or Other Financial Security for Tanker Oil Pollution Damage**

#### **Article 13** (Compulsive Contract on Insurance or Other Financial Security)

- (1) A Tanker with Japanese nationality shall not carry more than 2,000 tons of oil in bulk unless they make a Contract on Insurance or Other Financial Security for Tanker Oil Pollution Damage (hereinafter in this Chapter referred to as simply "Contract on Insurance or Other Financial Security").
- (2) A tanker except those prescribed in the preceding paragraph shall not enter or leave the ports in Japan or use the mooring facilities in Japan, loaded with more than 2,000 tons of Oil in bulk, unless they make a Contract on Insurance or Other Financial Security for them.

#### **Article 14** (Contract on Insurance or Other Financial Security)

- (1) A Contract on Insurance or Other Financial Security shall be an insurance contract to cover the damages incurred by the said Tanker Owner by the performance of its obligations for damages or a contract to secure the performance of its obligations for damages in the case the Tanker Owner of a Tanker (except those used for transportation of 2,000 tons or less of Oil in bulk) is responsible for compensation for the damage caused by the Oil loaded in the said Tanker.
- (2) For the Contract on Insurance or Other Financial Security, the party who covers the damage of the Tanker Owner or the party who secures the performance of the obligations for damages in that Contract shall be the party such as shipowners' mutual protection and indemnity association, insurance company or other entity specified by a cabinet order.
- (3) For the Contract on Insurance or Other Financial Security, the amount insured to cover the damage of the Tanker Owner in the said contract or the amount of

damages resulted from the Tanker Oil Pollution secured shall not be less than the Amount of Limit of Liability of the said Tanker Owner for each Tanker pertaining to the said contract.

- (4) The Contract on Insurance or Other Financial Security must be the one that can be made ineffective or the contents can be altered only when it comply with the provision of paragraph 5, Article 7 of the Liability Convention.

**Article 15** (Claim of Damages against Insurer)

- (1) When the liability for damages of the Tanker Owner occurred pursuant to the provision of paragraph 1 or paragraph 2 of Article 3, the victim may claim the payment of damages against the Insurer, provided, however, this shall not apply if the damage was caused knowingly by the Tanker Owner.
- (2) In the case of the main clause of the preceding paragraph, the Insurer may duly assert against the victim only with the defense that the Tanker Owner may insist on to the victim.
- (3) The provisions of paragraph 5 of Article 3, the main clause of Article 5 and the provisions of Articles 6 to Articles 10 shall apply mutatis mutandis to the Insurer who makes the payment of damages pursuant to the provision of paragraph 1 of this Article.

**Article 16** (Jurisdiction of Claim for Damages for Oil Pollution against Insurer)

The lawsuit against the Insurer pursuant to the provision of paragraph 1 of the preceding Article may be filed to the competent court that has jurisdiction for the lawsuit against the Tanker Owner pursuant to the provision of paragraph 1 or paragraph 2 of Article 3.

**Article 17** (Certificate of Contract on Insurance or Other Financial Security)

- (1) If there is an application by the person who has a Contract on Insurance or Other Financial Security with the Insurer on a Tanker (except those that have ship's nationality in a foreign state contracting the Liability Convention) for a certificate of Insurance and Security Agreement, the Minister of Land, Infrastructure, Transport and Tourism shall issue a document certifying that there is a Contract on Insurance or Other Financial Security concerning the said Tanker.
- (2) The person who intends to make an application of the preceding paragraph shall submit an application that describes the name of the ship, the type of Contract on Insurance or Other Financial Security and other matters prescribed by an ordinance of the Ministry of Land, Infrastructure, Transport and Tourism to the Minister of Land, Infrastructure, Transport and Tourism.
- (3) A copy of the Contract on Insurance or Other Financial Security and a



document certifying the Tanker's nationality and the gross tonnage shall be attached to the application of the preceding paragraph.

- (4) The person who received the issuance of the document prescribed in paragraph 1 (hereinafter in this Chapter referred to as "Certificate of Contract on Insurance or Other Financial Security") may be reissued of the Certificate of Insurance and Security Agreement when it is lost or damaged or it became difficult to be discerned.
- (5) The person who intends to apply for issuance or reissuance of Certificate of Contract on Insurance or Other Financial Security shall pay the fee prescribed by an ordinance of the Ministry of Land, Infrastructure, Transport and Tourism.
- (6) Other than those prescribed by each of the preceding paragraphs, the other requirements of the Certificate of Contract on Insurance or Other Financial Security such as the valid period, the description, etc. shall be prescribed by an ordinance of the Ministry of Land, Infrastructure, Transport and Tourism.

**Article 18** (Change of Description of Certificate of Contract on Insurance or Other Financial Security)

- (1) If there is any change to the description of the Certificate of Contract on Insurance or Other Financial Security, the person who received issuance of the said Certificate of Contract on Insurance or Other Financial Security shall notify the Minister of Land, Infrastructure, Transport and Tourism of the matter pertaining to the change within 15 days from the date of the change, provided, however, this shall not apply if the said Certificate of Contract on Insurance or Other Financial Security shall be returned pursuant to the provision of the next article.
- (2) When there is a notification of the preceding paragraph, the Minister of Land, Infrastructure, Transport and Tourism shall issue a new Certificate of Contract on Insurance or Other Financial Security to the person who made the notification.
- (3) In the case of the preceding paragraph, the person who made the said notification in the preceding paragraph shall return the Contract on Insurance or Other Financial Security in paragraph 1 to the Minister of Land, Infrastructure, Transport and Tourism without delay.

**Article 19** (Return of Certificate of Contract on Insurance or Other Financial Security)

The person who received issuance of the Certificate of Contract on Insurance or Other Financial Security shall return the said Certificate of Contract on Insurance or Other Financial Security to the Minister of Land, Infrastructure, Transport and Tourism without delay if the valid period of the Certificate of Contract on Insurance or Other Financial Security expired, or the Contract on Insurance or Other Financial

Security pertaining to the said Certificate of Contract on Insurance or Other Financial Security ceased to be effective or it became non-conforming to the provision of Article 14 before expiration of the valid period of the Contract on Insurance or Other Financial Security.

**Article 20** (Carrying Certificate of Contract on Insurance or Other Financial Security on board)

- (1) A Tanker with Japanese nationality shall not carry more than 2,000 tons of Oil in bulk unless they carry the Certificate of Contract on Insurance or Other Financial Security on board.
- (2) A Tanker other than those prescribed in the preceding paragraph, shall not enter or leave Japanese ports or use the mooring facilities in Japan loaded with more than 2,000 tons of Oil in bulk unless it carries on board a Certificate of Contract on Insurance or Other Financial Security, a document in the form of the appendix of the Liability Convention issued by a foreign state contracting the Liability Convention certifying that there is a Contract on Insurance or Other Security concerning the said Tanker, or a document issued by a foreign state with the description of the Certificate of Contract on Insurance or Other Financial Security prescribed in paragraph 12 of Article 7 of the Liability Convention.

**Article 21** (Exclusion from Application)

The provisions of this Chapter (except paragraph 2 of the preceding Article) shall not apply to the Tanker owned by a foreign state and with no Contract on Insurance or Other Security concerning it.

**Chapter IV International Fund**

**Section 1 Claim against International Fund**

**Article 22** (Claim for Compensation by Victim against International Fund)

The victim may claim to the International Fund pursuant to the provisions of the International Fund Convention the compensation prescribed in paragraph 1, Article 4 of the International Fund Convention concerning the amount from tanker oil pollution damage that the victim could not receive.

**Article 23** Deleted

**Article 24** (Intervention by International Fund)

- (1) In the case a lawsuit against the Tanker Owner pursuant to the provision of paragraph 1 or paragraph 2 of Article 3, or a lawsuit against the Insurer pursuant

to paragraph 1 of Article 15 is pending, the International Fund may intervene in the said lawsuit as a party.

- (2) The provisions from paragraph 2 to paragraph 4, Article 47 of the Code of Civil Procedure shall apply mutatis mutandis to the case of the preceding paragraph.

**Article 25** (Notification of Pendency to International Fund)

- (1) In the case prescribed in paragraph 1 of the preceding Article, any parties may notify the International Fund of the pendency.
- (2) The provision of paragraph 3, Article 53 of the Code of Civil Procedure shall apply mutatis mutandis to the case of the preceding paragraph.

**Article 26** (Jurisdiction of Lawsuit for Claim against International Fund)

- (1) The lawsuit against the International Fund for claiming compensation prescribed in paragraph 1, Article 4 of the International Fund Convention may be filed to the court which has jurisdiction for the lawsuit against the Tanker Owner pursuant to the provision of paragraph 1 or paragraph 2 of Article 3 (the court which has jurisdiction for the general venue the Tanker Owner if the lawsuit is for claiming compensation only for the Cost of Preventive Measures of Damage by Tanker Owner, or the court which has jurisdiction of the venue determined by the Supreme Court if there is no such court)
- (2) As for the same Tanker Oil Pollution Damage, if the case against the Tanker Owner pursuant to the provision of paragraph 1 or paragraph 2 of Article 3 or the case against the Insurer is pending at the court of the first instance, or if the case of limitation of liability is pending at the court, the lawsuit in the preceding paragraph shall be under the exclusive jurisdiction of the said court.

**Article 27** (Force and Effect of Foreign Judgment)

The provision of Article 12 shall apply mutatis mutandis to the final and binding judgment made by a foreign court having jurisdiction pursuant to the provision of paragraph 1 or paragraph 3, Article 7 the International Fund Convention.

**Section 2 Contribution to International Fund**

**Article 28** (Report of Amounts of Specified Oil)

- (1) As for the Crude Oil or Fuel Oil specified by a cabinet order that are discharged in Japan (hereinafter in this Section referred to as "Specified Oil"), if the amount of Specified Oil received by a person (excluding the person who received Specified Oil from tankers on behalf of another person, but including the person who let another person to receive. Hereinafter referred to as "Oil Receiver") from tankers during the previous year (including the Specified Oil which Oil Receiver let

another person receive on his/her behalf. The same shall apply hereinafter.) exceeds 150,000 tons, the said Oil Receiver shall report the amount of receipt to the Minister of Land, Infrastructure, Transport and Tourism each year as prescribed by an ordinance of the Ministry of Land, Infrastructure, Transport and Tourism.

- (2) In the case there is a person who controls the business activities of the Oil Receiver during the previous year, if the total amount of Specified Oil received by the Oil Receiver from Tankers (if there is any Specified Oil the person who controls received from Tankers, the amount obtained by adding that amount to the total amount) exceeds 150,000 tons, the said person who controls shall report the amount of receipt for each Oil Receiver to the Minister of Land, Infrastructure, Transport and Tourism each year as prescribed by an ordinance of the Ministry of Land, Infrastructure, Transport and Tourism. In this case, the preceding paragraph shall not apply to the Oil Receiver pertaining to the report.
- (3) The extent of a person who controls the business activities of the Oil Receiver is specified by a cabinet order.

**Article 29** (Sending of Materials to International Fund)

- (1) When there was a report in paragraph 1 or paragraph 2 of the preceding Article, the Minister of Land, Infrastructure, Transport and Tourism shall prepare a document with the description prescribed in paragraph 2, Article 15 of the International Fund Convention and send it to International Fund pursuant to the provision of the said paragraph after having notified the Minister of Economy Trade and Industry of the contents.
- (2) When the Minister of Land, Infrastructure, Transport and Tourism sent the document prepared pursuant to the provision of the preceding paragraph to the International Fund, he/she shall notify Oil Receiver of the amount of Specified Oil described in the said document.

**Article 30** (Contribution to International Fund)

An Oil Receiver pertaining to the Specified Oil who should report the amount of receipt pursuant to the provision of paragraph 1 or paragraph 2 of Article 28 shall make payment of annual contribution prescribed in Article 10 of the International Fund Convention to the International Fund pursuant to the provisions of Article 12 and Article 13 of the International Fund Convention.

**Chapter IV-II Supplementary Fund**

**Article 30-2** (Claim for Compensation by Victim to Supplementary Fund)

The victim may claim to the Supplementary Fund pursuant to the protocol on

Supplementary Fund the compensation prescribed in paragraph 1, Article 4 of the Protocol for Supplementary Fund for damages and the amount of Tanker Oil Pollution Damage that the victim could not receive.

**Article 30-3** (Application Mutatis Mutandis)

The provisions of the preceding chapter (except Article 22, Article 23 and Article 28) shall apply mutatis mutandis to the Supplementary Fund. In this case, the terms of "the International Fund Convention" in paragraph 1 of Article 26, Article 27 and Article 30 shall be deemed to be replaced with "the Protocol on Supplementary Fund", the term "paragraph 1 of the preceding Article" in paragraph 1 of Article 25 to be replaced with "paragraph 1 of the preceding Article that is applied mutatis mutandis in Article 30-3", the term "paragraph 1 or paragraph 3 of Article 7" in Article 27 to be replaced with "Article 7", the term "paragraph 2 of Article 15 of the International Fund Convention" to be replaced with paragraph 2 of Article 15 of the International Fund Convention pursuant to the provision of paragraph 1 of Article 13 of the Protocol on Supplementary Fund", and the term "Article 12 and Article 13" to be replaced with "Article 11 and paragraph 1 of Article 12".

**Chapter V Procedure for Limitation of Liability**

**Article 31** (Jurisdiction of Case of Limitation of Liability)

As for the case of limitation of liability, if Tanker Oil Pollution Damage occurred in Japan, the case shall belong exclusively to the jurisdiction of the district court which has jurisdiction for the place where the said Tanker Oil Pollution Damage occurred, and if Tanker Oil Pollution Damage occurred in Japanese Exclusive Economic Zone, the case shall belong exclusively to the jurisdiction of the district court which has jurisdiction for the general venue of the Claimant of the Limited Claim or, if there is no such court, belong exclusively to the jurisdiction of the district court determined by the Supreme Court. If the measures prescribed in item 6.(b) of Article 2 for the purpose of preventing the damage in Japan or in Japanese Exclusive Economic Zone are taken outside Japan or Japanese Exclusive Economic Zone and the damage did not occur in Japan and in Japanese Exclusive Economic Zone, the case shall belong exclusively to the jurisdiction of the district court which has jurisdiction for the general venue of the person who took the measures or, if there is no such court, belong exclusively to the jurisdiction of the district court determined by the Supreme Court.

**Article 32** (Transfer of Case of Limitation of Liability)

When the court finds it is necessary for avoiding extreme damage or delay, it may

transfer, by its authority, the case of limitation of liability to other court with jurisdiction or, the district court that has jurisdiction for the general venue of the Claimant of the Limited Claim or the court in which the case of limitation of liability caused by the same accident which is pending pursuant to the provisions of Act on Limitation of Liability of Shipowner (Act No. 94 of 1975. Hereinafter referred to as "Act on Limitation of Liability").

**Article 33** (Intervention of International Fund)

The International Fund may intervene in the procedure of limitation of liability pursuant to the provisions of the Rules of Supreme Court.

**Article 34** (Notification of Pendency of Procedure for Limitation of Liability to International Fund)

- (1) When a procedure for limitation of liability is pending, the person who made an application, the Beneficiary Debtor or the person who intervene in the Procedure for Limitation of Liability may notify the International Fund of that effect.
- (2) The notification pursuant to the preceding paragraph shall be made by submitting a document with the description listed in respective items of paragraph 1, Article 28 of the Act on Limitation of Liability applied mutatis mutandis in Article 38.
- (3) The court shall serve the document of the preceding paragraph to the International Fund

**Article 35**

In the case the International Fund intervene in the procedure for limitation of liability or the document was served to the International Fund pursuant to the provision of paragraph 3 of the preceding Article, the court shall, if a change occurred in the matters listed in any of the items of paragraph 1, Article 28 of the Act on of Limitation of Liability which are applied mutatis mutandis in Article 38, serve the document describing the matters pertaining to the change, and if a public notice was made pursuant to the provisions of paragraph 1 of Article 31, paragraph 1 of Article 85 or paragraph 1 of Article 87, serve the document describing the matters pertaining to the public notice. In this case, the provision of Article 15 of the Act on Limitation of Liability shall apply mutatis mutandis.

**Article 36** (Intervention of Tanker Owner in Procedure for Limitation of Liability When Tanker Owner Voluntarily Took Measures to Prevent Damage)

- (1) If the Tanker Owner voluntarily took the measures prescribed in item 6.(b) of Article 2, the Tanker Owner shall be deemed to have the Limited Claim on the Cost of Preventive Measures of Damage by Tanker Owner, and for this reason

may intervene in the procedure for limitation of liability.

- (2) The provisions of paragraph 5 of Article 47, Article 50 (including the cases where they are applied mutatis mutandis in paragraph 2 of Article 51 of the Act on Limitation of Liability) and Article 53 of the Act on Limitation of Liability shall apply mutatis mutandis to the case of the preceding paragraph.

**Article 37** (Suspension of Court Proceedings)

- (1) In the case a notification of the Limited Claim was made pursuant to the provisions of paragraph 5 of Article 47 of the Act on Limitation of Liability that is applied mutatis mutandis in Article 38, if the lawsuit is pending between the claimant of the said claim and the applicant or the beneficiary debtor, the court may order suspension of the court proceedings by the application of the plaintiff or by the court's own authority in the case the International Fund intervene or has received the notification of paragraph 1 of Article 25 pertaining to the said lawsuit, or by the application of the plaintiff in other cases.
- (2) In the case the notification prescribed in the preceding paragraph or the notification pursuant to paragraph 5, Article 47 of the Act on Limitation of Liability that is applied mutatis mutandis in paragraph 2 of the preceding Article is made, if the lawsuit pertaining to the said claim against the International Fund claiming compensation prescribed in paragraph 1, Article 4 of the International Fund Convention is pending, the court may by its authority order suspension of the court proceedings.
- (3) In the case of paragraph 1, if suspension of court proceedings is ordered by the application of the plaintiff, the court may revoke the ruling of the said suspension.

**Article 37-2** (Intervention of Supplementary Fund)

The provisions from Article 33 to Article 35 shall apply mutatis mutandis to the Supplementary Fund. In this case, the term "paragraph 3 of the preceding Article" in Article 35 shall be deemed to be replaced with "paragraph 3 of the preceding Article that is applied mutatis mutandis in Article 37-2", the term "paragraph 1 of Article 25" in paragraph 1 of the preceding Article to be replaced with "paragraph 1 of Article 25 that is applied mutatis mutandis in Article 30-3", and the term "the International Fund Convention" in paragraph 2 of the same Article to be replaced with "the Protocol on Supplementary Fund".

**Article 38** (Application Mutatis Mutandis of the Act on Limitation of Liability)

For the procedure for limitation of liability pertaining to the Tanker Oil Pollution Damage by the provisions of this Act, the provisions of Chapter III of the Act on Limitation of Liability (except Article 9, Article 10, Article 16, Section 4, Article 54 and Article 64) shall apply mutatis mutandis. In this case, as for the provisions of

the Act on Limitation of Liability listed in the first column of the following table, the words and phrases shown in the second column of the table shall be deemed to be replaced with the words and phrases in the third column.

Article 13, paragraph 1 of Article 14, Article 15, Article 33 and paragraph 1 of Article 40	this Act	this Act applied mutatis mutandis in Article 38 of the Act on Liability for Oil Pollution Damage
Paragraph 1 of Article 17	Shipowner or Salvor, or Servant	Tanker Owner (including member with unlimited liability of Tanker Owner as a juridical person) or Insurer
Article 18	the amount of limited claim (excluding the interest after accident, or damages due to nonperformance or claim for penalty. The same shall apply in Item 2 of Article 25.) is that in paragraph 1, paragraph 3 or paragraph 5 of Article 7	the amount of limited claim is that in Article 6 of the Act on Liability for Oil Pollution Damage
Paragraph 1 of Article 19	the money and the money calculated by multiplying the rate of 6 % per annum for the period from the date of accident to the date of deposit (in the case a contract on commission of deposit is concluded pursuant to the provision of paragraph 1 of the next article, the date of notification pursuant to the same paragraph. The same shall apply in the next paragraph.)	money
Paragraph 2 of Article 19	the date of deposit	the date of deposit (in the case a contract on commission of deposit is concluded pursuant to the provision of paragraph 1 of the next article, the date of



		notification pursuant to the same paragraph.)
item 4 of paragraph 1 of Article 28	the ship, the ship rendering salvage services or the salvor	tanker
Paragraph 1 of Article 30	the Amount of Limit of Liability or date of accident	the Amount of Limit of Liability
	the money and the money calculated by multiplying the rate of 6 % per annum for the period from the date of accident to the date of deposit (in the case a contract on commission of deposit is concluded pursuant to the provision of paragraph 1 of Article 20 applied mutatis mutandis in the next article, the date of notification pursuant to the same paragraph.) or the money that should be increased by multiplying the rate of 6 % per annum prescribed in paragraph 1 of Article 19	money
Paragraph 2 of Article 30	"the date of deposit ... " in paragraph 2 of Article 19	"the date of deposit (.....) " in paragraph 2 of Article 19 that shall be deemed to be replaced with applied mutatis mutandis in Article 38 of the Act on Liability for Oil Pollution Damage
	the date of deposit of	the date of deposit based on the ruling pursuant to .... (that is applied mutatis mutandis in paragraph 2 of Article 30
Paragraph 1 of Article 47	limited claim (as for the interest and the damages due to nonperformance or the claim for penalty, they are	limited claim

	limited to those that accrued by the date of the start of the period for investigation of limited claim. The same shall apply hereafter in this Chapter.)	
paragraph 2 of Article 48	the Act on Liability for Oil Pollution Damage	this Act
	the same Act	the Act on Liability for Oil Pollution Damage
Article 57	and when it is a limited claim, the description and the distinction between the claim on the damage to the person and the damage to the property	and if it is a limited credit, the description
Article 60	the description and the distinction between the claim on the damage to the person and the damage to the property	the description
paragraph 2 of Article 61	the description and the distinction between the claim on the damage to the person and the damage to the property	the description
Paragraph 1 of Article 66	lawsuit outside the procedure	the lawsuit between the claimant and the applicant or the Beneficiary Debtor (hereinafter referred to as "Lawsuit Outside the Procedure". )
Paragraph 2 of Article 70	according to the distinction between the claim on the damage to the person and the damage to the property	the matters

**Article 39** (Rules of Supreme Court)

In addition to what is provided in this Act, the requirements concerning the procedure for limitation of liability shall be prescribed by the Rules of Supreme Court.

## **Chapter VI Liability for General Ship Oil Pollution Damage and Limitation of Liability**

### **Article 39-2** (Liability for General Ship Oil Pollution Damage)

- (1) When General Ship Oil Pollution Damage occurred, the Owner of General Ship of the General Ship in which the Bunker Oil pertaining to the said General Ship Oil Pollution Damage was loaded shall be responsible for compensation of the damage jointly and severally, provided, however, that this shall not apply if the said General Ship Oil Pollution Damage falls under any of the following items:
  - (i) Damage was caused by war, civil war or insurrection.
  - (ii) Damage was caused by an abnormal natural disaster.
  - (iii) Damage was solely caused knowingly by the person other than the said Owner of general ship or his/her employees.
  - (iv) Damage was solely caused by a defect in the management of the aids to navigation or the signal facilities for traffic control by the state or a public entity.
- (2) The provisions of paragraph 2 and paragraph 3 of Article 3 and Article 4 shall apply mutatis mutandis to the compensation for the General Ship Oil Pollution Damage. In this case, the terms "in the Tankers" and "Oil" in paragraph 2 of Article 3 shall be deemed to be respectively replaced with "in General Ship" and "Bunker Oil", and the term "Tanker Owner" to be replaced with "Owner of General Ship".

### **Article 39-3** (Limitation of Liability of Owner of General Ship)

The limitation of liability pertaining to the claim based on the said General Ship Oil Pollution Damage for which Owner of General Ship (including members with unlimited liability of Owner of General Ship as a juridical person) are responsible pursuant to the provision of paragraph 2 of Article 3 that is applied mutatis mutandis in paragraph 1 and 2 of the preceding Article shall be as prescribed in the Act on Limitation of Liability.

## **Chapter VII Contract on Insurance or Other Financial Security for General Ship Oil Pollution Damage**

### **Article 39-4** (Compulsive Contract on Insurance or Other Financial Security)

- (1) A General Ship with Japanese nationality (limited to the ship with the gross tonnage of not less than 100 tons. Hereinafter the same shall apply in this Chapter) shall not be engaged on international voyages (meaning the voyages between a port in Japan and a port in a region other than Japan. The same shall apply hereinafter) unless they make a Contract on Insurance or Other Financial

Security for General Ship Oil Pollution Damage (hereinafter referred in this Chapter simply as "Contract on Insurance or Other Financial Security") prescribed in this Act.

- (2) A General Ship other than the General Ship prescribed in the preceding paragraph shall not enter the ports in Japan (including the Tokyo Bay, the Ise Bay (including the sea area adjacent to the entrance of the Ise Bay, and the Mikawa Bay), the Seto Inland Sea and other sea areas prescribed by an ordinance of the Ministry of Land, Infrastructure, Transport and Tourism (hereinafter referred in this paragraph and paragraph 1 of Article 41-2 as "Designated Sea Area"). The same shall apply in paragraph 2 of Article 39-7) (including entrance to Designated Sea Area. The same shall apply in the paragraph above), leave the ports in Japan (including leaving Designated Sea Area. The same shall apply in the paragraph above) or use the mooring facilities in Japan unless they have a Contract on Insurance or Other Financial Security.

**Article 39-5** (Contract on Insurance or Other Financial Security)

- (1) A Contract on Insurance or Other Financial Security shall be an insurance contract to cover any of the following damage or a contract to secure the performance of its obligations for damages and payment of costs:
- (i) In the case Owner of General Ship of a General Ship are responsible for compensation of General Ship Oil Pollution Damage by the Bunker Oil loaded in the said General Ship, the damage incurred by the said Owner of General Ship by performance of the obligations for compensation of the damage.
  - (ii) In the case a General Ship is left abandoned in the territory of Japan by the reasons such as stranding, sinking, etc., the damage incurred by the Owner of General Ship by the payment of the cost for removing the said General Ship or taking other measures when they are responsible for the performance of them pursuant to the provisions of the Ports and Harbors Act (Act No. 218 of 1950) or other laws and regulations.
- (2) For the Contract on Insurance or Other Financial Security, the party who covers the damage of the Owner of General Ship or the party who secures the performance of the obligations for damages in that Contract shall be the party such as shipowners' mutual protection and indemnity association, insurance company or other entity specified by a cabinet order.
- (3) For the Contract on Insurance or Other Financial Security, the amount of insurance to cover the damage of the Owner of General Ship listed in item 1 of paragraph 1 (The damage to the Owner of General Ship other than listed in the respective items of the said paragraph may be included.) or the amount for which the performance of the obligations of damages is secured shall not be less than the Amount of Limit of Liability in the case where the said Owner of General Ship can

limit the liability pursuant to the provision of paragraph 1, Article 3 of the Act on Limitation of Liability for each General Ship pertaining to the Contract (Hereinafter referred in this Article as "the Amount of Limit of Liability") and the amount of insurance to cover the damage of the Owner of General Ship listed in item 2 of paragraph 1 or the amount for which the payment of cost required for removing the said general ship or taking other measures is secured shall not be less than the amount equivalent to the Amount of Limit of Liability for each General Ship pertaining to the Contract.

- (4) Notwithstanding the provision of paragraph 1 and the preceding paragraph, the Contract on Insurance or Other Financial Security pertaining to a General Ship that does not require to use Bunker Oil for its navigation shall be an insurance contract that covers the damage listed in item 2 of paragraph 1 or a contract that secures the payment of the cost, and the amount of insurance to cover the damage of Owner of General Ship listed in the said item or the amount for which the payment of cost required for removing the said general ship or taking other measures is secured shall not be less than the amount equivalent to the Amount of Limit of Liability for each General Ship pertaining to the Contract.

**Article 39-6** (Application Mutatis Mutandis)

The provisions from Article 17 to Article 19 shall apply mutatis mutandis to the Contract on Insurance or Other Financial Security pertaining to a General Ship. In this case, the term "a Tanker (except the Tanker that has nationality of a foreign state contracting the Liability Convention)" in paragraph 1 of Article 17 shall be deemed to be replaced with "General Ship", the term "the next article" in paragraph 1 of Article 18 to be replaced with "the next article that is applied mutatis mutandis in Article 39-6" and the term "Article 14" in Article 19 to be replaced with "the preceding Article".

**Article 39-7** (Carrying a Document Equivalent to Certificate of Contract on Insurance or Other Financial Security on board)

- (1) A General Ship with Japanese nationality shall not be engaged on international voyages unless they carry on board a document equivalent to a Certificate of Contract on Insurance or Other Financial Security prescribed in paragraph 4 of Article 17 that is applied mutatis mutandis in the preceding Article.
- (2) A General Ship other than those prescribed in the preceding paragraph, shall not enter or leave Japanese ports or use the mooring facilities in Japan unless it carries on board a document equivalent to the Certificate of Contract on Insurance or Other Financial Security prescribed in paragraph 4 of Article 17 that is applied mutatis mutandis in the preceding Article.
- (3) Notwithstanding the preceding two paragraphs, if the said Contract on

Insurance or Other Financial Security is concluded with a party designated by the Minister of Land, Infrastructure, Transport and Tourism as an Insurer that has the financial resource and credit required to cover the damage of Owner of General Ship or secure the performance of the obligation for damages and the payment of the cost, the document of equivalent to Certificate of Contract on Insurance or Other Financial Security prescribed in the preceding two paragraphs may be substituted with a copy of the said Contract on Insurance or Other Financial Security or other document proving the conclusion of Contract on Insurance or Other Financial Security prescribed by an ordinance of the Minister of Land, Infrastructure, Transport and Tourism.

**Article 39-8** (Exclusion from Application)

The provisions of this Chapter shall not apply to a General Ship owned by a foreign state.

**Chapter VIII Miscellaneous Provisions**

**Article 40** (Maritime Lien)

- (1) The claimant of the limited claim pertaining to Tanker Oil Pollution Damage has maritime lien on the ship pertaining to the accident, its equipment and the freight that has not been received.
- (2) The lien of the preceding paragraph is next in order of precedence to the lien in item 8 of Article 842 of the Commercial Code (Act No. 48 of 1899)
- (3) The provisions of Article 843, the main clause of paragraph 2 and paragraph 3 of Article 844, Article 845, Article 846, paragraph 1 of Article 847 and Article 849 of the Commercial Code shall apply mutatis mutandis to the lien of paragraph 1.
- (4) In the case there was a ruling of commencement of the procedure for limitation of liability before the extinction of the lien of paragraph 1, if a ruling to revoke the ruling or a ruling to abolish the procedure of the limitation of liability became final and binding, the lien of the paragraph 1 shall be extinct in one year after the finalization of the ruling notwithstanding the provision of paragraph 1 of Article 847 of the Commercial Code.

**Article 41** (Effect of Establishment of Fund in a Foreign Country as Contracting States)

- (1) In the case a fund is formed pursuant to the provision of Article 5 of the Liability Convention in a foreign country as a contracting state of the Liability Convention, the Claimant of the Limited Claim pertaining to Tanker Oil Pollution Damage may not exercise its right on the properties of the Tanker Owner or Insurer other than the said fund for the Limited Claim which may receive

payment from the said fund.

- (2) The provisions from Article 34 to Article 36 of the Act on Limitation of Liability shall apply mutatis mutandis to the case of the preceding paragraph.

**Article 41-2** (Information about Contract on Insurance or Other Financial Security)

- (1) The captain of Specified Ship (meaning the Tanker carried more than 2,000 tons of Oil in bulk or the General Ship with the gross tonnage of not less than 100 tons. Hereinafter the same shall apply in this Chapter and in item 6 of Article 48) which intends to enter a port in Japan (for the General Ship, the entrance to the Specified Sea Areas is included. The same shall apply hereinafter) from a port in a region other than Japan shall notify the Minister of Land, Infrastructure, Transport and Tourism in advance of the name of the said Specified Ship, the port of registry, the existence or non existence of Contract on Insurance or Other Financial Security for Tanker Oil Pollution Damage or Contract on Insurance or Other Financial Security for General Ship Oil Pollution Damage prescribed in this Act pertaining to the said Specified Ship (hereinafter referred to simply as "Contract on Insurance or Other Financial Security" in this Chapter) and other matters prescribed in an ordinance of the Ministry of Land, Infrastructure, Transport and Tourism (hereinafter referred to as "Information about Contract on Insurance or Other Financial Security").The same shall apply if the captain intends to change the Information about Contract on Insurance or Other Financial Security that was notified.
- (2) The notification that the captain shall make pursuant to the provision of the preceding paragraph may be made by the Tanker Owner or Owner of General Ship (hereinafter referred to simply as "Shipowner" in this Chapter), or the captain or an agent of Shipowner of the said Specified Ship.
- (3) The captain of Specified Ship which entered a port in Japan from a port in a region other than Japan under unavoidable circumstances prescribed in an ordinance of the Ministry of Land, Infrastructure, Transport and Tourism such as foul weather, distress or other reasons without notifying the Information about Contract on Insurance or Other Financial Security shall notify the Minister of Land, Infrastructure, Transport and Tourism of Information about Contract on Insurance or Other Financial Security immediately after the entrance to the port pursuant to the provision of an ordinance of the Ministry of Land, Infrastructure, Transport and Tourism.

**Article 42** (Report and Inspection)

- (1) To the extent necessary for the enforcement of this Act, The Minister of Land, Infrastructure, Transport and Tourism may cause the captain of Specified Ships in the port or in the mooring facilities in Japan to report on Contract on Insurance or

Other Financial Security pertaining to the said Specified Ships, or cause its officials to enter the said Specified Ships and inspect the documents or the other objects prescribed in paragraph 1 of Article 17 or paragraph 2 of Article 20, or respective paragraphs of Article 39-7, or let them to ask questions to the persons concerned.

- (2) The officials who conduct on-site inspection pursuant to the provision of the preceding paragraph shall carry an identification card certifying the status and present it to the persons concerned.
- (3) The authority to conduct on-site inspection pursuant to the provision of paragraph 1 shall not be construed as being vested for criminal investigation.

**Article 42-2** (Order to Conclude Contract on Insurance or Other Financial Security)

- (1) If it is recognized as a collection of the report or the result of the on-site inspection pursuant to the provision of paragraph 1 of the preceding Article that there is a fact of violation of any of the provisions of Article 13 or Article 20, or Article 39-4 or Article 39-7, the Minister of Land, Infrastructure, Transport and Tourism may order the captain of the said Specified Ship or the Shipowner to conclude a Contract on Insurance or Other Financial Security or take other measures to correct the violation.
- (2) In the case of the preceding paragraph, the Minister of Land, Infrastructure, Transport and Tourism, when it is recognized as required, may order the detention of navigation of the said Specified Ship until a measure for correction of the violation of the said paragraph has been taken.
- (3) The Minister of Land, Infrastructure, Transport and Tourism shall immediately rescind the disposition when it is recognized that the fact prescribed in paragraph 1 does not exist any more concerning the Specified Ship pertaining the disposition pursuant to the preceding paragraph.

**Article 43** (Exclusion from Application)

The provisions of this Act shall not apply to a Tanker and a General Ship for official use.

**Article 43-2** (Responsibility)

The Minister of Land, Infrastructure, Transport and Tourism shall make efforts to secure adequate performance of international commitments and provide appropriate information to the people concerned with respect to the Ship Oil Pollution Damage for the purpose of improving the care of the victim of the Oil Pollution Damage.

**Article 44** (Delegation of Authority)

The matters that belong to the authority of the Minister of Land, Infrastructure,



Transport and Tourism pursuant to the provisions of this Act may be delegated to Director of the District Transport Bureau (including Director of Transport Administration Department).

## **Chapter IX Penal Provisions**

### **Article 45**

- (1) If the administrator appointed pursuant to the provision of Article 27 of the Act of Limitation of Liability that is applied mutatis mutandis in Article 38, or the agent of the administrator appointed pursuant to the provision of paragraph 1, Article 43 of the Act of Limitation of Liability accepted, solicited, or promised to accept a bribe in connection with his/her duties, he/she shall be punished by imprisonment with work for not more than 3 years or a fine of not more than 1,000,000 yen.
- (2) In the case of the preceding paragraph, the bribe accepted shall be confiscated. When the whole or a part of the bribe cannot be confiscated, an equivalent sum of money shall be collected.

### **Article 46**

A person who gave, offered or promised to give a bribe prescribed in paragraph 1 shall be punished by imprisonment with work for not more than 3 years or a fine of not more than 1,000,000 yen.

### **Article 47**

Any person who falls under any of the following items shall be punished by imprisonment with work for not more than 1 year or a fine of not more than 500,000 yen:

- (i) A person violated the provision of paragraph 1 of Article 13 or paragraph 1 of Article 39-4.
- (ii) A person who acted so that he/she may be in violation of the provision of paragraph 2 of Article 13 or paragraph 2 of Article 39-4.
- (iii) A person who received issuance or reissuance of the document prescribed in paragraph 1 of Article 17 by a deception or other wrongful means (including the cases where it is applied mutatis mutandis in Article 39-6).
- (iv) A person who was requested to submit a report or a document pursuant to the provision of paragraph 2 of Article 40 of the Act of Limitation of Liability that is applied mutatis mutandis in Article 38, but did not make the report or did not submit the document, or made a false report or submitted a false document.
- (v) A person who was in violation of the order pursuant to the provision of

paragraph 2 of Article 42-2.

#### **Article 48**

Any person who falls under any of the following items shall be punished by a fine of not more than 300,000 yen:

- (i) A person who was in violation of the provision of Article 19 (including the cases where it is applied mutatis mutandis in Article 39-6).
- (ii) A person who was in violation of the provision of paragraph 1 of Article 20 or paragraph 1 of Article 39-7.
- (iii) A person who acted so that he/she may be in violation of the provision of paragraph 2 of Article 20 or paragraph 2 of Article 39-7.
- (iv) A person who did not make a report pursuant to the provision or paragraph 1 or paragraph 2 of Article 28 or made a false report.
- (v) A captain who did not make a report pursuant to the provision of paragraph 1 of Article 41-2 or made a false report.
- (vi) A person made a false notification in the event of notifying pursuant to the provision of paragraph 2 of Article 41-2 (only in the case the said Specified Ship entered a port).
- (vii) A captain who did not make a report pursuant to the provision of paragraph 3 of Article 41-2 or made a false report.
- (viii) A person who did not make a report pursuant to the provision of paragraph 1 of Article 42 or made a false report.
- (ix) A person who refused, interfered with or recused the inspection pursuant to the provision of paragraph 1 of Article 42, or did not make a statement or made a false statement.

#### **Article 49**

When a representative of juridical person, an agent, an employee or any other worker of a juridical person or an individual in connection with the business of such juridical person or an individual committed an act in violation of the preceding two articles, not only the offender shall be punished but also the said juridical person or person shall be punished by the fine prescribed in the preceding two articles.

#### **Article 50**

Any person who falls under any of the following items shall be punished by a non-penal fine of not more than 200,000 yen:

- (i) A person who did not make notification pursuant to the provision of paragraph 1 of Article 18 (including the cases where it is applied mutatis mutandis in Article 39-6) or made a false notification.
- (ii) A person who was in violation of the provision of paragraph 3 of Article 18

(including the cases where it is applied mutatis mutandis in Article 39-6).