

**Jan Haverkamp – representing the Communicants**

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The Communicants thank the Party for answering the questions posed by the ACCC in such detail. However, the obligation for seeking local remedy by Communicants is depending not only on their formal possibility to get legal remedy, but also the possibility in reality. As we have stated in our answers on the questions from the ACCC, submitted on 28 October 2019, that latter possibility is depending on compliance of the Party with art. 's 3(2) and 9(5) of the Convention – the obligation of the Party to inform participants in public participation procedures about their possibilities for appeal. From that perspective, we would like to make five observations in reaction to the responses from the Party that are essential reasons for why the Communicants sought local remedy but did not find it:

**1. Area of impact** – This appears to be here a key-factor why the Communicants could not find local remedy. This very limitedly defined area of impact consisting of the municipality of Paks and the surrounding municipalities stands in comparison with existing jurisprudence for “ultra-hazardous” activities like nuclear power stations, e.g. [ACCC/C/2012/71](#), points 73 – 79, which describes the potentially impacted area of nuclear power stations for notifications of the public; [ACCC/C/2013/91](#), point 71 (responsibility for the Party of origin), point 75 “*It is clear to the Committee that with respect to nuclear power plants, the possible adverse effects in case of an accident can reach far beyond State borders and over vast areas and regions*”. Both references, *mutadis mutandis* should also be the basis for access to justice.

The fact that the area of impact was defined by the Hungarian authorities as so small in comparison with what is internationally standing practice, was due to cause confusion among citizens, NGOs, and (Hungarian) lawyers alike when seeking local remedy and assessing whether they had a chance of standing. Had the Party defined the area of impact including all areas that indeed may be impacted by a severe beyond design accident with a substantial release of radioactive substances, all Communicants, all Hungarian citizens and the dismissed NGO *EIKE* would have automatically qualified as “client”. It was the Party that in its communication to the Communicants caused confusion by introducing a smaller area of impact than is warranted under the Convention, and hence introduced the understanding of a limited definition of standing.

**2. Clarity of procedure** – In its responses to the questions from the ACCC from 31 October 2019, Hungary for the very first time communicates the opportunities and potential pathways for seeking local remedy in a clear and systematic way. For the first time it lists steps, deadlines, conditions, and alternatives. We continue to wonder why the Communicants were not provided with such a clear overview from the start, so we could have followed that. This should have included active communication from the Party to all categories represented by the Communicants (NGOs, private persons, other legal entities).

It goes without saying, that the responses from the Party do not take away all problems, including the ones related to the “area of impact” described above – following the procedures laid out by the Party still does not guarantee access to local remedy, where all parties should have a right to this.

**3. Seeking local remedy** – Seeking local remedy does not only include filing complaints and appeals to the responsible authorities and courts. It also includes searching for the right way to do so. Different than what the Party insinuates, the Communicants intended to appeal from the very first day they received the decision. Because of the “area of impact” confusion and lack of clear communication about possibilities of appeal, they initially decided to seek local remedy in the form of intervention into the already started appeal procedure by the local NGOs *Energiaklub* and Greenpeace Hungary, rather than burdening the Hungarian court system with a parallel procedure, in the mean time waiting for a formal notification of the final decision of the authority to be communicated to them – something that never happened.

**4. Deadlines and time limits** – The Communicants would like to point out that the Party acknowledges the legally set deadline and time limits have run out now, so that no chance on local remedy exists any longer.

5. In spite of all their efforts (and expenses) the Communicants had no *de facto* access to local remedy. We therefore request the Committee admissibility of our Communication under the rules of the Convention, and assessment on its merits.

ADDITIONS as a result of the today's session:

6. The issue of “*de facto*”.

Because the Party never informed the Communicants of how to appeal (as prescribed under art. 3(2) in conjunction with art. 9(5) of the Convention), the Communicants had to find out themselves what was possible. The Communicants have describe in detail what steps they have taken to that account, involving local legal representation and advice, international contacts and indeed requests to the Hungarian authorities (Terra Mileniul III, Calla and “*Öko-Institut*”). First a lot of time was lost because the Communicants waited for the Authority decision to be communicated to them, together with a description of potential appeal – this never happened. Then they sought the avenue to legal remedy over legal advice in Hungary, communication to the Hungarian Authority, and (using the contacts of “*Ökologie-Institut*” with its national Espoo notification point) over a potential impacted country. The confused information concerning the role of “impacted area” in standing, as well as concerning the what, how and where to appeal, and the role of “client”, combined with the dismissal of standing for the Hungarian NGO *EIKE*, and the fact that no public hearings were organised in Hungary with the exception of Paks, made that when the Communicants wanted to make the step, they were informed that on the basis of the *Curia* jurisprudence, they had passed all deadlines to make a chance to stand.

Of course, this would not have happened, when the Communicants would have been informed directly of the decision from the Authority, combined with a clear overview of how to appeal, and acceptance of the fact that a nuclear power project is an ultra-hazardous activity that has a potential area of impact that includes the seats and areas of activity of the Communicants. It is clearly the non-compliance of the Party with art. 3(2) in conjunction with art. 9(5) of the Convention, in conjunction with the far too small definition of “impacted area” that made it for Communicants factually impossible to seek local remedy before all set deadlines expired – even if the formalities for seeking local remedy are all in place in accordance with the Convention.

7. Concerning the issue of **translation from the native language**. The communication from the Hungarian authorities is not unambivalent in that. But even in the case we would have been able to positively understand this from the Hungarian communication to different Communicants, the issue of “on own costs” without any specification of how high these costs might be, are a barrier. The Communicants understood the sentence “certified translation on own costs” to mean that we as Communicants (in casu the *Ökologie-Institut*) had to arrange translation on their own cost, which is what we investigated.