



TREATY SERIES 2009
Nº 29

**Amendments to the Agreement Relating to the International
Telecommunications Satellite Organization “INTELSAT”**

Done at Washington on 17 November 2000

Ireland’s instrument of acceptance deposited with the Government of the
United States of America on 27 June 2007

Entered into force with respect to Ireland on 30 November 2004

Presented to Dáil Éireann by the Minister for Foreign Affairs

AGREEMENT RELATING TO THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE ORGANIZATION “INTELSAT”

Includes the amendments to the Agreement approved by the Twenty-Fifth (Extraordinary) Assembly of Parties in Washington , D.C., on 17 November 2000

PREAMBLE

The States Parties to this Agreement,

Considering the principle set forth in Resolution 1721 (XVI) of the General Assembly of the United Nations that communication by means of satellites should be available to the nations of the world as soon as practicable on a global and non-discriminatory basis,

Considering the relevant provisions of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, Including the Moon and Other Celestial Bodies, and in particular Article I, which states that outer space shall be used for the benefit and in the interests of all countries,

Recognizing that the International Telecommunications Satellite Organization has, in accordance with its original purpose, established a global satellite system for providing telecommunications services to all areas of the world, which has contributed to world peace and understanding,

Taking into account that the 24th Assembly of Parties of the International Telecommunications Satellite Organization decided to restructure and privatize by establishing a private company supervised by an intergovernmental organization,

Acknowledging that increased competition in the provision of telecommunications services has made it necessary for the International Telecommunications Satellite Organization to transfer its space system to the Company defined in Article I(d) of this Agreement in order that the space system continues to be operated in a commercially viable manner,

Intending that the Company will honour the Core Principles set forth in Article III of this Agreement and will provide, on a commercial basis, the space segment required for international public telecommunications services of high quality and reliability,

Having determined that there is a need for an intergovernmental supervisory organization, to which any State member of the United Nations or the International Telecommunication Union may become a Party, to ensure that the Company fulfills the Core Principles on a continuing basis,

Agree as follows:

Definitions

ARTICLE I

For the purposes of this Agreement:

(a) “Agreement” means the present agreement, including its Annex, and any amendments thereto, but excluding all titles of Articles, opened for signature by Governments at Washington on August 20, 1971, by which the international telecommunications satellite organization is established;

(b) “Space segment” means the telecommunications satellites, and the tracking, telemetry, command, control, monitoring and related facilities and equipment required to support the operation of these satellites;

(c) “Telecommunications” means any transmission, emission or reception of signs, signals, writing, images and sounds or intelligence of any nature, by wire, radio, optical or other electromagnetic systems;

(d) “Company” means the private entity or entities established under the law of one or more States to which the international telecommunications satellite organization’s space system is transferred and includes their successors-in- interest;

(e) “On a Commercial Basis” means in accordance with usual and customary commercial practice in the telecommunications industry;

(f) “Public telecommunications services” means fixed or mobile telecommunications services which can be provided by satellite and which are available for use by the public, such as telephony, telegraphy, telex, facsimile, data transmission, transmission of radio and television programs between approved earth stations having access to the Company’s space segment for further transmission to the public, and leased circuits for any of these purposes; but excluding those mobile services of a type not provided under the Interim Agreement and the Special Agreement prior to the opening for signature of this Agreement, which are provided through mobile stations operating directly to a satellite which is designed, in whole or in part, to provide services relating to the safety or flight control of aircraft or to aviation or maritime radio navigation;

(g) “Interim Agreement” means the Agreement Establishing Interim Arrangements for a Global Commercial Communications Satellite System signed by Governments at Washington on August 20, 1964;

(h) “Lifeline Connectivity Obligation” or “LCO” means the obligation assumed by the Company as set out in the LCO contract to provide continued telecommunications services to the LCO customer;

(i) “Special Agreement” means the agreement signed on August 20, 1964, by Governments or telecommunications entities designated by Governments, pursuant to the provisions of the Interim Agreement;

(j) “Public Services Agreement” means the legally binding instrument through which ITSO ensures that the Company honours the Core Principles;

(k) “Core Principles” means those principles set forth in Article III;

(l) “Common Heritage” means those frequency assignments associated with orbital locations in the process of advanced publication, coordination or registered on behalf of the Parties with the International Telecommunication Union (“ITU”) in accordance with the provisions set forth in the ITU’s Radio Regulations which are transferred to a Party or Parties pursuant to Article XII;

(m) “Global coverage” means the maximum geographic coverage of the earth towards the northernmost and southernmost parallels visible from satellites deployed in geostationary orbital locations;

(n) “Global connectivity” means the interconnection capabilities available to the Company’s customers through the global coverage the Company provides in order to make communication possible within and between the five International Telecommunication Union regions defined by the plenipotentiary conference of the ITU, held in Montreux in 1965;

(o) “Non-discriminatory access” means fair and equal opportunity to access the Company’s system;

(p) “Party” means a State for which the Agreement has entered into force or has been provisionally applied;

(q) “Property” includes every subject of whatever nature to which a right of ownership can attach, as well as contractual rights;

(r) “LCO customers” means all customers qualifying for and entering into LCO contracts; and

(s) “Administration means any governmental department or agency responsible for compliance with the obligations derived from the Constitution of the International Telecommunication Union, the Convention of the International Telecommunication Union, and its Administrative Regulations.

Establishment of ITSO **ARTICLE II**

The Parties, with full regard for the principles set forth in the Preamble to this Agreement, establish the International Telecommunications Satellite Organization, herein referred to as “ITSO”.

Main Purpose and Core Principles of ITSO **ARTICLE III**

4 (a) Taking into account the establishment of the Company, the main purpose of ITSO is to ensure, through the Public Services Agreement, that the Company provides, on a commercial basis, international public telecommunications services, in order to ensure performance of the Core Principles.

(b) The Core Principles are:

- (i) maintain global connectivity and global coverage;
- (ii) serve its lifeline connectivity customers; and
- (iii) provide non-discriminatory access to the Company's system.

Covered Domestic Public Telecommunications Services **ARTICLE IV**

The following shall be considered for purposes of applying Article III on the same basis as international public telecommunications services:

- (a) domestic public telecommunications services between areas separated by areas not under the jurisdiction of the State concerned, or between areas separated by the high seas; and
- (b) domestic public telecommunications services between areas which are not linked by any terrestrial wideband facilities and which are separated by natural barriers of such an exceptional nature that they impede the viable establishment of terrestrial wideband facilities between such areas, provided that the appropriate approval has been given.

Supervision **ARTICLE V**

ITSO shall take all appropriate actions, including entering into the Public Services Agreement, to supervise the performance by the Company of the Core Principles, in particular, the principle of non-discriminatory access to the Company's system for existing and future public telecommunications services offered by the Company when space segment capacity is available on a commercial basis.

Juridical Personality **ARTICLE VI**

(a) ITSO shall possess juridical personality. It shall enjoy the full capacity necessary for the exercise of its functions and the achievement of its purposes, including the capacity to:

- (i) conclude agreements with States or international organizations;
- (ii) contract;
- (iii) acquire and dispose of property; and
- (iv) be a party to legal proceedings.

(b) Each Party shall take such action as is necessary within its jurisdiction for the purpose of making effective in terms of its own law the provisions of this Article.

Financial Principles

ARTICLE VII

(a) ITSO will be financed for the twelve year period established in Article XXI by the retention of certain financial assets at the time of transfer of ITSO's space system to the Company.

(b) In the event ITSO continues beyond twelve years, ITSO shall obtain funding through the Public Services Agreement.

Structure of ITSO ARTICLE VIII

ITSO shall have the following organs:

(a) the Assembly of Parties; and

(b) an executive organ, headed by the Director General, responsible to the Assembly of Parties.

Assembly of Parties ARTICLE IX

(a) The Assembly of Parties shall be composed of all the Parties and shall be the principal organ of ITSO.

(b) The Assembly of Parties shall give consideration to general policy and long-term objectives of ITSO.

(c) The Assembly of Parties shall give consideration to matters which are primarily of interest to the Parties as sovereign States, and in particular ensure that the Company provides, on a commercial basis, international public telecommunications services, in order to:

(i) maintain global connectivity and global coverage;

(ii) serve its lifeline connectivity customers; and

(iii) provide non-discriminatory access to the Company's system.

(d) The Assembly of Parties shall have the following functions and powers:

(i) to direct the executive organ of ITSO as it deems appropriate, in particular regarding the executive organ's review of the activities of the Company that directly relate to the Core Principles;

(ii) to consider and take decisions on proposals for amending this Agreement in accordance with Article XV of this Agreement;

(iii) to appoint and remove the Director General in accordance with Article X;

(iv) to consider and decide on reports submitted by the Director General that relate to the Company's observance of the Core Principles;

(v) to consider and, in its discretion, take decisions on recommendations from the Director General;

(vi) to take decisions, pursuant to paragraph (b) of Article XIV of this Agreement, in connection with the withdrawal of a Party from ITSO;

(vii) to decide upon questions concerning formal relationships between ITSO and States, whether Parties or not, or international organizations;

(viii) to consider complaints submitted to it by Parties;

(ix) to consider issues pertaining to the Parties' Common Heritage;

(x) to take decisions concerning the approval referred to in paragraph (b) of Article IV of this Agreement;

(xi) to consider and approve the budget of ITSO for such period as agreed to by the Assembly of Parties;

(xii) to take any necessary decisions with respect to contingencies that may arise outside of the approved budget;

(xiii) to appoint an auditor to review the expenditures and accounts of ITSO;

(xiv) to select the legal experts referred to in Article 3 of Annex A to this Agreement;

(xv) to determine the conditions under which the Director General may commence an arbitration proceeding against the Company pursuant to the Public Services Agreement;

(xvi) to decide upon amendments proposed to the Public Services Agreement; and

(xvii) to exercise any other functions conferred upon it under any other Article of this Agreement.

(e) The Assembly of Parties shall meet in ordinary session every two years beginning no later than twelve months after the transfer of ITSO's space system to the Company. In addition to the ordinary meetings of the Parties, the Assembly of Parties may meet in extraordinary meetings, which may be convened upon request of the executive organ acting pursuant to the provisions of paragraph (k) of Article X, or upon the written request of one or more Parties to the Director General that sets forth the purpose of the meeting and which receives the support of at least one-third of the Parties including the requesting Parties. The Assembly of Parties shall establish the conditions under which the Director General may convene an extraordinary meeting of the Assembly of Parties.

(f) A quorum for any meeting of the Assembly of Parties shall consist of representatives of a majority of the Parties. Decisions on matters of substance shall be taken by an affirmative vote cast by at least two-thirds of the Parties whose representatives are present and voting. Decisions on procedural matters shall be taken by an affirmative vote cast by a simple majority of the Parties whose representatives are present and voting. Disputes whether a specific matter is procedural or substantive shall be decided by a vote cast by a simple majority of the Parties whose representatives are present and voting. Parties shall be afforded an opportunity to vote by proxy or other means as deemed appropriate by the Assembly of Parties and shall be provided with necessary information sufficiently in advance of the meeting of the Assembly of Parties.

(g) For any meeting of the Assembly of Parties, each Party shall have one vote.

(h) The Assembly of Parties shall adopt its own rules of procedure, which shall include provision for the election of a Chairman and other officers as well as provisions for participation and voting.

(i) Each Party shall meet its own costs of representation at a meeting of the Assembly of Parties. Expenses of meetings of the Assembly of Parties shall be regarded as an administrative cost of ITSO.

Director General **ARTICLE X**

(a) The executive organ shall be headed by the Director General who shall be directly responsible to the Assembly of Parties.

(b) The Director General shall

(i) be the chief executive and the legal representative of ITSO and shall be responsible for the performance of all management functions, including the exercise of rights under contract;

(ii) act in accordance with the policies and directives of the Assembly of Parties; and

(iii) be appointed by the Assembly of Parties for a term of four years or such other period as the Assembly of Parties decides. The Director General may be removed from office for cause by the Assembly of Parties. No person shall be appointed as Director General for more than eight years.

(c) The paramount consideration in the appointment of the Director General and in the selection of other personnel of the executive organ shall be the necessity of ensuring the highest standards of integrity, competency and efficiency, with consideration given to the possible advantages of recruitment and deployment on a regionally and geographically diverse basis. The Director General and the personnel of the executive organ shall refrain from any action incompatible with their responsibilities to ITSO.

(d) The Director General shall, subject to the guidance and instructions of the Assembly of Parties, determine the structure, staff levels and standard terms of

employment of officials and employees, and shall appoint the personnel of the executive organ. The Director General may select consultants and other advisers to the executive organ.

(e) The Director General shall supervise the Company's adherence to the Core Principles.

(f) The Director General shall

(i) monitor the Company's adherence to the Core Principle to serve LCO customers by honouring LCO contracts;

(ii) consider the decisions taken by the Company with respect to petitions for eligibility to enter into an LCO contract;

(iii) assist LCO customers in resolving their disputes with the Company by providing conciliation services; and

(iv) in the event an LCO customer decides to initiate an arbitration proceeding against the Company, provide advice on the selection of consultants and arbiters.

(g) The Director General shall report to the Parties on the matters referred to in paragraphs (d) through (f).

(h) Pursuant to the terms to be established by the Assembly of Parties, the Director General may commence arbitration proceedings against the Company pursuant to the Public Services Agreement.

(i) The Director General shall deal with the Company in accordance with the Public Services Agreement.

(j) The Director General, on behalf of ITSO, shall consider all issues arising from the Parties' Common Heritage and shall communicate the views of the Parties to the Notifying Administration(s).

(k) When the Director General is of the view that a Party's failure to take action pursuant to Article XI(c) has impaired the Company's ability to comply with the Core Principles, the Director General shall contact that Party to seek a resolution of the situation and may, consistent with the conditions established by the Assembly of Parties pursuant to Article IX(e), convene an extraordinary meeting of the Assembly of Parties.

(l) The Assembly of Parties shall designate a senior officer of the executive organ to serve as the Acting Director General whenever the Director General is absent or is unable to discharge his duties, or if the office of Director General should become vacant. The Acting Director General shall have the capacity to exercise all the powers of the Director General pursuant to this Agreement. In the event of a vacancy, the Acting Director General shall serve in that capacity until the assumption of office by a Director General appointed and confirmed, as expeditiously as possible, in accordance with subparagraph (b) (iii) of this Article.

Rights and Obligations of Parties

ARTICLE XI

(a) The Parties shall exercise their rights and meet their obligations under this Agreement in a manner fully consistent with and in furtherance of the principles stated in the Preamble, the Core Principles in Article III and other provisions of this Agreement.

(b) All Parties shall be allowed to attend and participate in all conferences and meetings, in which they are entitled to be represented in accordance with any provisions of this Agreement, as well as any other meeting called by or held under the auspices of ITSO, in accordance with the arrangements made by ITSO for such meetings regardless of where they may take place. The executive organ shall ensure that arrangements with the host Party for each such conference or meeting shall include a provision for the admission to the host country and sojourn for the duration of such conference or meeting, of representatives of all Parties entitled to attend.

(c) All Parties shall take the actions required, in a transparent, non-discriminatory, and competitively neutral manner, under applicable domestic procedure and pertinent international agreements to which they are party, so that the Company may fulfill the Core Principles.

Frequency Assignments

ARTICLE XII

(a) The Parties of ITSO shall retain the orbital locations and frequency assignments in process of coordination or registered on behalf of the Parties with the ITU pursuant to the provisions set forth in the ITU's Radio Regulations until such time as the selected Notifying Administration(s) has provided its notification to the Depository that it has approved, accepted or ratified the present Agreement. The Parties shall select among the ITSO members a Party to represent all ITSO member Parties with the ITU during the period in which the Parties of ITSO retain such assignments.

(b) The Party selected pursuant to paragraph (a) to represent all Parties during the period in which ITSO retains the assignments shall, upon the receipt of the notification by the Depository of the approval, acceptance or ratification of the present Agreement by a Party selected by the Assembly of Parties to act as a Notifying Administration for the Company, transfer such assignments to the selected Notifying Administration(s).

(c) Any Party selected to act as the Company's Notifying Administration shall, under applicable domestic procedure:

(i) authorize the use of such frequency assignment by the Company so that the Core Principles may be fulfilled; and

(ii) in the event that such use is no longer authorized, or the Company no longer requires such frequency assignment(s), cancel such frequency assignment under the procedures of the ITU.

(d) Notwithstanding any other provision of this Agreement, in the event a Party selected to act as a Notifying Administration for the Company ceases to be a member of ITSO pursuant to Article XIV such Party shall be bound and subject to all relevant provisions set forth in this Agreement and in the ITU's Radio Regulations until the frequency assignments are transferred to another Party in accordance with ITU procedures.

(e) Each Party selected to act as a Notifying Administration pursuant to paragraph (c) shall:

(i) report at least on an annual basis to the Director General on the treatment afforded by such Notifying Administration to the Company, with particular regard to such Party's adherence to its obligations under Article XI(c);

(ii) seek the views of the Director General, on behalf of ITSO, regarding actions required to implement the Company's fulfillment of the Core Principles;

(iii) work with the Director General, on behalf of ITSO, on potential activities of the Notifying Administration(s) to expand access to lifeline countries;

(iv) notify and consult with the Director General on ITU satellite System coordinations that are undertaken on behalf of the Company to assure that global connectivity and service to lifeline users are maintained; and

(v) consult with the ITU regarding the satellite communications needs of lifeline users.

ITSO Headquarters, Privileges, Exemptions, Immunities **ARTICLE XIII**

(a) The headquarters of ITSO shall be in Washington, D.C. unless otherwise determined by the Assembly of Parties.

(b) Within the scope of activities authorized by this Agreement, ITSO and its property shall be exempt in all States Party to this Agreement from all national income and direct national property taxation. Each Party undertakes to use its best endeavors to bring about, in accordance with the applicable domestic procedure, such further exemption of ITSO and its property from income and direct property taxation, and customs duties, as is desirable, bearing in mind the particular nature of ITSO.

(c) Each Party other than the Party in whose territory the headquarters of ITSO is located shall grant in accordance with the Protocol referred to in this paragraph, and the Party in whose territory the headquarters of ITSO is located shall grant in accordance with the Headquarters Agreement referred to in this paragraph, the appropriate privileges, exemptions and immunities to ITSO, to its officers, and to those categories of its employees specified in such Protocol and Headquarters Agreement, to Parties and representatives of Parties. In particular, each Party shall grant to these individuals immunity from legal process in respect of acts done or words written or spoken in the exercise of their functions and within the limits of their duties, to the extent and in the cases to be provided for in the Headquarters Agreement

and Protocol referred to in this paragraph. The Party in whose territory the headquarters of ITSO is located shall, as soon as possible, conclude a Headquarters Agreement with ITSO covering privileges, exemptions and immunities. The other Parties shall, also as soon as possible, conclude a Protocol covering privileges, exemptions and immunities. The Headquarters Agreement and the Protocol shall be independent of this Agreement and each shall prescribe the conditions of its termination.

Withdrawal **ARTICLE XIV**

(a) (i) Any Party may withdraw voluntarily from ITSO. A Party shall give written notice to the Depositary of its decision to withdraw.

(ii) Notification of the decision of a Party to withdraw pursuant to subparagraph (a)(i) of this Article shall be transmitted by the Depositary to all Parties and to the executive organ.

(iii) Subject to Article XII(d), voluntary withdrawal shall become effective and this Agreement shall cease to be in force, for a Party three months after the date of receipt of the notice referred to in subparagraph (a)(i) of this Article.

(b) (i) If a Party appears to have failed to comply with any obligation under this Agreement, the Assembly of Parties, having received notice to that effect or acting on its own initiative, and having considered any representations made by the Party, may decide, if it finds that the failure to comply has in fact occurred, that the Party be deemed to have withdrawn from ITSO. This Agreement shall cease to be in force for the Party as of the date of such decision. An extraordinary meeting of the Assembly of Parties may be convened for this purpose.

(ii) If the Assembly of Parties decides that a Party shall be deemed to have withdrawn from ITSO pursuant to subparagraph (i) of this paragraph (b), the executive organ shall notify the Depositary, which shall transmit the notification to all Parties.

(c) Upon the receipt by the Depositary or the executive organ, as the case may be, of notice of decision to withdraw pursuant to subparagraph (a)(i) of this Article, the Party giving notice shall cease to have any rights of representation and any voting rights in the Assembly of Parties, and shall incur no obligation or liability after the receipt of the notice.

(d) If the Assembly of Parties, pursuant to paragraph (b) of this Article, deems a Party to have withdrawn from ITSO, that Party shall incur no obligation or liability after such decision.

(e) No Party shall be required to withdraw from ITSO as a direct result of any change in the status of that Party with regard to the United Nations or the International Telecommunication Union.

Amendment **ARTICLE XV**

(a) Any Party may propose amendments to this Agreement. Proposed amendments shall be submitted to the executive organ, which shall distribute them promptly to all Parties.

(b) The Assembly of Parties shall consider each proposed amendment at its first ordinary meeting following its distribution by the executive organ, or at an earlier extraordinary meeting convened in accordance with the procedures of Article IX of this Agreement, provided that the proposed amendment has been distributed by the executive organ at least ninety days before the opening date of the meeting.

(c) The Assembly of Parties shall take decisions on each proposed amendment in accordance with the provisions relating to quorum and voting contained in Article IX of this Agreement. It may modify any proposed amendment, distributed in accordance with paragraph (b) of this Article, and may also take decisions on any amendment not so distributed but directly consequential to a proposed or modified amendment.

(d) An amendment which has been approved by the Assembly of Parties shall enter into force in accordance with paragraph (e) of this Article after the Depositary has received notice of approval, acceptance or ratification of the amendment from two-thirds of the States which were Parties as of the date upon which the amendment was approved by the Assembly of Parties.

(e) The Depositary shall notify all the Parties as soon as it has received the acceptances, approvals or ratifications required by paragraph (d) of this Article for the entry into force of an amendment. Ninety days after the date of issue of this notification, the amendment shall enter into force for all Parties, including those that have not yet accepted, approved, or ratified it and have not withdrawn from ITSO.

(f) Notwithstanding the provisions of paragraphs (d) and (e) of this Article, an amendment shall not enter into force less than eight months after the date it has been approved by the Assembly of Parties.

Settlement of Disputes **ARTICLE XVI**

(a) All legal disputes arising in connection with the rights and obligations under this Agreement between Parties with respect to each other, or between ITSO and one or more Parties, if not otherwise settled within a reasonable time, shall be submitted to arbitration in accordance with the provisions of Annex A to this Agreement.

(b) All legal disputes arising in connection with the rights and obligations under this Agreement between a Party and a State which has ceased to be a Party or between ITSO and a State which has ceased to be a Party, and which arise after the State ceased to be a Party, if not otherwise settled within a reasonable time, shall be submitted to arbitration in accordance with the provisions of Annex A to this Agreement, provided that the State which has ceased to be a Party so agrees. If a State ceases to be a Party, after a dispute in which it is a disputant has been submitted to arbitration pursuant to paragraph (a) of this Article, the arbitration shall be continued and concluded.

(c) All legal disputes arising as a result of agreements between ITSO and any Party shall be subject to the provisions on settlement of disputes contained in such agreements. In the absence of such provisions, such disputes, if not otherwise settled, may be submitted to arbitration in accordance with the provisions of Annex A to this Agreement if the disputants so agree.

Signature **ARTICLE XVII**

(a) This Agreement shall be open for signature at Washington from August 20, 1971 until it enters into force, or until a period of nine months has elapsed, whichever occurs first:

(i) by the Government of any State party to the Interim Agreement;

(ii) by the Government of any other State member of the United Nations or the International Telecommunication Union.

(b) Any Government signing this Agreement may do so without its signature being subject to ratification, acceptance or approval or with a declaration accompanying its signature that it is subject to ratification, acceptance or approval.

(c) Any State referred to in paragraph (a) of this Article may accede to this Agreement after it is closed for signature.

(d) No reservation may be made to this Agreement.

Entry Into Force **ARTICLE XVIII**

(a) This Agreement shall enter into force sixty days after the date on which it has been signed not subject to ratification, acceptance or approval, or has been ratified, accepted, approved or acceded to, by two-thirds of the States which were parties to the Interim Agreement as of the date upon which this Agreement is opened for signature, provided that such two-thirds include parties to the Interim Agreement which then held at least two-thirds of the quotas under the Special Agreement, Notwithstanding the foregoing provisions, this Agreement shall not enter into force less than eight months or more than eighteen months after the date it is opened for signature.

(b) For a State whose instrument of ratification, acceptance, approval or accession is deposited after the date this Agreement enters into force pursuant to paragraph (a) of this Article, this Agreement shall enter into force on the date of such deposit.

(c) Upon entry into force of this Agreement pursuant to paragraph (a) of this Article, it may be applied provisionally with respect to any State whose Government signed it subject to ratification, acceptance or approval if that Government so requests at the time of signature or at any time thereafter prior to the entry into force of this Agreement. Provisional application shall terminate:

(i) upon deposit of an instrument of ratification, acceptance or approval of this Agreement by that Government;

(ii) upon expiration of two years from the date on which this Agreement enters into force without having been ratified, accepted or approved by that Government; or

(iii) upon notification by that Government, before expiration of the period mentioned in subparagraph (ii) of this paragraph, of its decision not to ratify, accept or approve this Agreement. If provisional application terminates pursuant to subparagraph (ii) or (iii) of this paragraph, the provisions of paragraph (c) of Article XIV of this Agreement shall govern the rights and obligations of the Party

(d) Upon entry into force, this Agreement shall replace and terminate the Interim Agreement.

Miscellaneous Provisions **ARTICLE XIX**

(a) The official and working languages of ITSO shall be English, French and Spanish.

(b) Internal regulations for the executive organ shall provide for the prompt distribution to all Parties of copies of any ITSO document in accordance with their requests.

(c) Consistent with the provisions of Resolution 1721 (XVI) of the General Assembly of the United Nations, the executive organ shall send to the Secretary General of the United Nations, and to the Specialized Agencies concerned, for their information, an annual report on the activities of ITSO.

Depositary **ARTICLE XX**

(a) The Government of the United States of America shall be the Depositary for this Agreement, with which shall be deposited declarations made pursuant to paragraph (b) of Article XVII of this Agreement, instruments of ratification, acceptance, approval or accession, requests for provisional application, and notifications of ratification, acceptance or approval of amendments, of decisions to withdraw from ITSO, or of termination of the provisional application of this Agreement.

(b) This Agreement, of which the English, French and Spanish texts are equally authentic, shall be deposited in the archives of the Depositary. The Depositary shall transmit certified copies of the text of this Agreement to all Governments that have signed it or deposited instruments of accession to it, and to the International Telecommunication Union, and shall notify those Governments, and the International Telecommunication Union, of signatures, of declarations made pursuant to paragraph (b) of Article XVII of this Agreement, of the deposit of instruments of ratification, acceptance, approval or accession, of requests for provisional application, of commencement of the sixty-day period referred to in paragraph (a) of Article XVIII of this Agreement, of the entry into force of this Agreement, of notifications of ratification, acceptance or approval of amendments, of the entry into force of

amendments, of decisions to withdraw from ITSO, of withdrawals and of terminations of provisional application of this Agreement. Notice of the commencement of the sixty-day period shall be issued on the first day of that period.

(c) Upon entry into force of this Agreement, the Depositary shall register it with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations.

Duration
ARTICLE XXI

This Agreement shall be in effect for at least twelve years from the date of transfer of ITSO's space system to the Company. The Assembly of Parties may terminate this Agreement effective upon the twelfth anniversary of the date of transfer of ITSO's space system to the Company by vote pursuant to Article IX(f) of the Parties. Such decision shall be deemed to be a matter of substance.

IN WITNESS WHEREOF the Plenipotentiaries gathered together in the city of Washington, who have submitted their full powers, found to be in good and due form, have signed this Agreement.

DONE at Washington, on the 20th day of August, one thousand nine hundred and seventy one.

Provisions on Procedures Relating to Settlement of Disputes

ANNEX A

ARTICLE I

The only disputants in arbitration proceedings instituted in accordance with this Annex shall be those referred to in Article XVI of this Agreement.

ARTICLE 2

An arbitral tribunal of three members duly constituted in accordance with the provisions of this Annex shall be competent to give a decision in any dispute cognizable pursuant to Article XVI of this Agreement.

ARTICLE 3

(a) Not later than sixty days before the opening date of the first and each subsequent ordinary meeting of the Assembly of Parties, each Party may submit to the executive organ the names of not more than two legal experts who will be available for the period from the end of such meeting until the end of the second subsequent ordinary meeting of the Assembly of Parties to serve as presidents or members of tribunals constituted in accordance with this Annex. From such nominees the executive organ shall prepare a list of all the persons thus nominated and shall attach to this list any biographical particulars submitted by the nominating Party, and shall distribute such list to all Parties not later than thirty days before the opening date of the meeting in question. If for any reason a nominee becomes unavailable for selection to the panel during the sixty-day period before the opening date of the meeting of the Assembly of Parties, the nominating Party may, not later than fourteen days before the opening date of the meeting of the Assembly of Parties, substitute the name of another legal expert.

(b) From the list mentioned in paragraph (a) of this Article, the Assembly of Parties shall select eleven persons to be members of a panel from which presidents of tribunals shall be selected, and shall select an alternate for each such member. Members and alternates shall serve for the period prescribed in paragraph (a) of this Article. If a member becomes unavailable to serve on the panel, he shall be replaced by his alternate.

(c) For the purpose of designating a chairman, the panel shall be convened to meet by the executive organ as soon as possible after the panel has been selected. Members of the panel may participate in this meeting in person, or through electronic means. The quorum for a meeting of the panel shall be nine of the eleven members. The panel shall designate one of its members as its chairman by a decision taken by the affirmative votes of at least six members, cast in one or, if necessary, more than one secret ballot. The chairman so designated shall hold office as chairman for the rest of his period of office as a member of the panel. The cost of the meeting of the panel shall be regarded as an administrative cost of ITS0,

(d) If both a member of the panel and the alternate for that member become unavailable to serve, the Assembly of Parties shall fill the vacancies thus created from the list referred to in paragraph (a) of this Article. A person selected to replace a member or alternate whose term of office has not expired shall hold office for the remainder of the term of his predecessor. Vacancies in the office of the chairman of the panel shall be filled by the panel by designation of one of its members in accordance with the procedure prescribed in paragraph (c) of this Article.

(e) In selecting the members of the panel and the alternates in accordance with paragraph (b) or (d) of this Article, the Assembly of Parties shall seek to ensure that the composition of the panel will always be able to reflect an adequate geographical representation, as well as the principal legal systems as they are represented among the Parties.

(f) Any panel member or alternate serving on an arbitral tribunal at the expiration of his term shall continue to serve until the conclusion of any arbitral proceeding pending before such tribunal.

ARTICLE 4

(a) Any petitioner wishing to submit a legal dispute to arbitration shall provide each respondent and the executive organ with a document which contains:

(i) a statement which fully describes the dispute being submitted for arbitration, the reasons why each respondent is required to participate in the arbitration, and the relief being requested;

(ii) a statement which sets forth why the subject matter of the dispute comes within the competence of a tribunal to be constituted in accordance with this Annex, and why the relief being requested can be granted by such tribunal if it finds in favor of the petitioner;

(iii) a statement explaining why the petitioner has been unable to achieve a settlement of the dispute within a reasonable time by negotiation or other means short of arbitration;

(iv) in the case of any dispute for which, pursuant to Article XVI of this Agreement, the agreement of the disputants is a condition for arbitration in accordance with this Annex, evidence of such agreement; and

(v) the name of the person designated by the petitioner to serve as a member of the tribunal.

(b) The executive organ shall promptly distribute to each Party, and to the chairman of the panel, a copy of the document provided pursuant to paragraph (a) of this Article.

ARTICLE 5

(a) Within sixty days from the date copies of the document described in paragraph (a) of Article 4 of this Annex have been received by all the respondents, the side of the respondents shall designate an individual to serve as a member of the tribunal. Within

that period, the respondents may, jointly or individually, provide each disputant and the executive organ with a document stating their responses to the document referred to in paragraph (a) of Article 4 of this Annex and including any counter-claims arising out of the subject matter of the dispute. The executive organ shall promptly furnish the chairman of the panel with a copy of any such document.

(b) In the event of a failure by the side of the respondents to make such a designation within the period allowed, the chairman of the panel shall make a designation from among the experts whose names were submitted to the executive organ pursuant to paragraph (a) of Article 3 of this Annex.

(c) Within thirty days after the designation of the two members of the tribunal, they shall agree on a third person selected from the panel constituted in accordance with Article 3 of this Annex, who shall serve as the president of the tribunal. In the event of failure to reach agreement within such period of time, either of the two members designated may inform the chairman of the panel, who, within ten days, shall designate a member of the panel other than himself to serve as president of the tribunal.

(d) The tribunal is constituted as soon as the president is selected.

ARTICLE 6

(a) If a vacancy occurs in the tribunal for reasons which the president or the remaining members of the tribunal decide are beyond the control of the disputants, or are compatible with the proper conduct of the arbitration proceedings, the vacancy shall be filled in accordance with the following provisions:

(i) if the vacancy occurs as a result of the withdrawal of a member appointed by a side to the dispute, then that side shall select a replacement within ten days after the vacancy occurs;

(ii) if the vacancy occurs as a result of the withdrawal of the president of the tribunal or of another member of the tribunal appointed by the chairman, a replacement shall be selected from the panel in the manner described in paragraph (c) or (b) respectively of Article 5 of this Annex.

(b) If a vacancy occurs in the tribunal for any reason other than as described in paragraph (a) of this Article, or if a vacancy occurring pursuant to that paragraph is not filled, the remainder of the tribunal shall have the power, notwithstanding the provisions of Article 2 of this Annex, upon the request of one side, to continue the proceedings and give the final decision of the tribunal.

ARTICLE 7

(a) The tribunal shall decide the date and place of its sittings.

(b) The proceedings shall be held in private and all material presented to the tribunal shall be confidential, except that ITSO and the Parties who are disputants in the proceedings shall have the right to be present and shall have access to the material

presented. When ITSO is a disputant in the proceedings, all Parties shall have the right to be present and shall have access to the material presented.

(c) In the event of a dispute over the competence of the tribunal, the tribunal shall deal with this question first, and shall give its decision as soon as possible.

(d) The proceedings shall be conducted in writing, and each side shall have the right to submit written evidence in support of its allegations of fact and law. However, oral arguments and testimony may be given if the tribunal considers it appropriate.

(e) The proceedings shall commence with the presentation of the case of the petitioner containing its arguments, related facts supported by evidence and the principles of law relied upon. The case of the petitioner shall be followed by the counter-case of the respondent. The petitioner may submit a reply to the counter-case of the respondent. Additional pleadings shall be submitted only if the tribunal determines they are necessary.

(f) The tribunal may hear and determine counter-claims arising directly out of the subject matter of the dispute, provided the counter-claims are within its competence as defined in Article XVI of this Agreement.

(g) If the disputants reach an agreement during the proceedings, the agreement shall be recorded in the form of a decision of the tribunal given by consent of the disputants.

(h) At any time during the proceedings, the tribunal may terminate the proceedings if it decides the dispute is beyond its competence as defined in Article XVI of the Agreement.

(i) The deliberations of the tribunal shall be secret.

(j) The decisions of the tribunal shall be presented in writing and shall be supported by a written opinion. Its rulings and decisions must be supported by at least two members. A member dissenting from the decision may submit a separate written opinion.

(k) The tribunal shall forward its decision to the executive organ, which shall distribute it to all Parties.

(l) The tribunal may adopt additional rules of procedure, consistent with those established by this Annex, which are necessary for the proceedings.

ARTICLE 8

If one side fails to present its case, the other side may call upon the tribunal to give a decision in its favor. Before giving its decision, the tribunal shall satisfy itself that it has competence and that the case is well-founded in fact and in law.

ARTICLE 9

Any Party not a disputant in a case, or ITSO, if it considers that it has a substantial interest in the decision of the case, may petition the tribunal for permission to intervene and become an additional disputant in the case. If the tribunal determines that the petitioner has a substantial interest in the decision of the case, it shall grant the petition.

ARTICLE 10

Either at the request of a disputant, or upon its own initiative, the tribunal may appoint such experts as it deems necessary to assist it.

ARTICLE 11

Each Party and ITSO shall provide all information determined by the tribunal, either at the request of a disputant or upon its own initiative, to be required for the handling and determination of the dispute.

ARTICLE 12

During the course of its consideration of the case, the tribunal may, pending the final decision, indicate any provisional measures which it considers would preserve the respective rights of the disputants.

ARTICLE 13

(a) The decision of the tribunal shall be based on

- (i) this Agreement; and
- (ii) generally accepted principles of law.

(b) The decision of the tribunal, including any reached by agreement of the disputants pursuant to paragraph (g) of Article 7 of this Annex, shall be binding on all the disputants and shall be carried out by them in good faith. In a case in which ITSO is a disputant, and the tribunal decides that a decision of one of its organs is null and void as not being authorized by or in compliance with this Agreement, the decision of the tribunal shall be binding on all Parties.

(c) In the event of a dispute as to the meaning or scope of its decision, the tribunal shall construe it at the request of any disputant.

ARTICLE 14

Unless the tribunal determines otherwise because of the particular circumstances of the case, the expenses of the tribunal, including the remuneration of the members of the tribunal, shall be borne in equal shares by each side. Where a side consists of more than one disputant, the share of that side shall be apportioned by the tribunal among the disputants on that side. Where ITSO is a disputant, its expenses associated with the arbitration shall be regarded as an administrative cost of ITSO.