

国际海事卫星组织（INMARSAT）业务协定(附英文)

（1976年9月3日订于伦敦。本协定于1979年7月16日生效。1979年7月13日中华人民共和国政府代表签署该协定，同年7月16日协定对我生效。）

全文

本业务协定的签字者：

鉴于国际海事卫星组织公约的各缔约国已签署了本业务协定，或已指定一个有资格的实体签署了业务协定。

兹同意如下协定：

第一条 定义

（1）在本协定中：

（a）“公约”系指国际海事卫星组织公约，包括其附件。

（b）“组织”系指按该公约建立的国际海事卫星组织。

（c）“摊销”包括折旧，但不包括对资本使用的补偿。

（2）公约第一条中的定义适用于本协定。

第二条 签字者的权利和义务

（1）各签字者享有公约和本协定对签字者所规定的权利，并承担履行这两个文件对签字者所赋予的义务。

（2）各签字者应按公约和本协定的一切规定行事。

第三条 资本分摊

（1）按照理事会根据公约和本协定的决定，每一签字者应按其投资股份比例分摊本组织的资本需求额，并接受资本偿还和资本使用报酬金。

（2）资本需求额包括：

（a）国际海事卫星组织空间段的设计、研制、获取、建造和建立，以租用办法获得合同权利以及本组织其它财产的一切直接和间接费用。

（b）在获得支付这些费用的收入之前，按照第八条第3款的规定，本组织的经营维护和管理费用所需要的基金。

（c）按照第十一条的规定，签字者应付的金额。

（3）在理事会所规定的付款日期之后，对任何未付款项，应按理事会决定的利率加付利息。

（4）如果按照第五条规定，根据使用量在首次确定投资股份之前，在任何财政年度要求各签字者缴纳的资本分摊总额超过第四条规定的资本最高额的50%，则理事会应考虑采取其他措施，包括临时债务资助，以允许那些希望在以后年份内分期交付额外分摊额的签字者缴纳附加款项。理事会应确定出适用于这种情况并能反映此种对本组织附加费用的利率。

第四条 资本最高额

签字者的投资和本组织未付清的合同上的资金债务的总额不得超过一最高限额。此总额要从签字者按照第三条所交付的累积资本投资中，减去按本协定偿还给缔约方的累积资本，再加上本组织未付清的合同上的资本债务额后所得出的款额。初期资本最高额为二亿美元。理事会有权调整资本最高限额。

第五条 投资股份

（1）签字者的投资股份应根据国际海事卫星组织空间段的使用量来确定。每一签字者所拥有的投资股份数应等于该签字者在所有签字者对国际海事卫星组织空间段的整个使用量中所占的百分数。空间段的使用量，应按本组织根据公约第十九条和本协定第八条所征收的使用费计算。

信的使用量应归在其领土上收发信的缔约国的签字者。但是，如果任一签字者的船上部分使用量与陆上部分使用量之比超过 20:1 时，则该签字者经向理事会申请后，应得到等于陆上部分两倍的使用量或百分之 0.1 的投资股份，两者以较高者为准。在海洋环境作业的设施，凡经理事会批准接入国际海事卫星组织空间段者，照本款应按船舶对待。

(3) 根据第 (1)、(2) 和 (4) 款的规定，按使用量而确定投资股份以前，应按本协定的附件确定每一签字者的投资股份。

(4) 根据第 (1) 和第 (2) 款的规定，按使用量首次确定的投资股份应在太平洋、大西洋和印度洋区域内的国际海事卫星组织空间段开始工作时起，两年以后，三年以内作出。具体的确定日期应由理事会决定。为了首次确定这种投资股份，应计算出在做出此项确定之前的为期一年的使用量。

(5) 根据使用量做出第一次确定之后，投资股份应：

(a) 在根据首次使用量首次投资股份之后，每年再根据所有签字者前一年的使用量重新确定并生效。

(b) 在自本协定对新签定者生效之日起，重新确定并生效。

(c) 在签者退出或终止其成员资格的生效之日起重新确定并生效。

(6) 在根据使用量首次确定投资股份之后加入本组织的签字者，其投资股份应由理事会确定。

(7) 在按第 (5) 款 (b) 或 (c)，或第 (8) 款确定投资股份方面，所有其他签字者的投资股份应按照调整以前他们各自的投资股份的比例进行调整。在某一签字者退出或终止其成员资格时，按第 (8) 款所确定的 0.05% 的投资股份不得增长。

(8) 无论本条作何规定，任一签字者的投资股份都不得少于投资股份总额的 0.05%。

(9) 在确定新投资股份时，任何签字者的股份，不得一次使其增长额大于其初期股份的 50%，或使其减少额大于现有股份的 50%。

(10) 理事会在执行了第 (2) 和第 (9) 款之后，应提供任何没有分配的投资股份，并在希望增加其投资股份的签字者间进行分配。任一签字者的此种附加分配额不得超过其现有投资股份额的 50%。

(11) 执行第 10 款之后，对于任何多余的未分配的投资股份，均应根据第 (8) 和 (9) 款的规定，在签字者之间，按新确定并已执行了的投资股份的比例进行分配。

(12) 经签字者申请，理事会可以分配给其低于按第 (1) 至第 (7) 款和第 (9) 至第 (11) 款所确定的投资股份，如果该减少部分完全由已增加了投资股份的其它签字者自愿接受的话。理事会应制订程序，以便将该减少部分在希望增加股份的各签字者之间进行公平分配。

第六条 签字者之间的财务调整

(1) 本协定一旦生效，在初期确定投资股份后的每次投资股份的确定，本组织应根据第

(2) 款规定产生的评定额在各签字者之间进行财务调整。在决定每一签字者的财务调整额时应将每一签字者新投资股份与其确定新投资股份之前的原投资股份的差额（如有这种差额时）计算在评定额内。

(2) 评定额用下列方法产生：

(a) 从调整之日的本组织帐面上记载的全部财产的原始购置费用（包括全部已变成资本的收入和支出）中扣除：

(i) 在调整之日，本组织帐面上记载的累计摊销额。

(ii) 在调整之日，本组织应付的贷款和其它帐目。

额，应根据本协定规定，按理事会根据第八条所规定的现行资本使用报酬金率，在该有关补偿率适用期内的累计额。为了估计付款方面显示出来的任何亏欠或盈余额，应付报酬金，应与（a）项所述各项的净值相对照，按月计算。

（3）根据本条的规定，签字者应纳入和应支付的款项须在理事会确定的日期内结清。在此日期之后未支付的款项，应按理事会所确定的利率加收利息。

第七条 使用费的支付

（1）根据公约第十九条所确定的使用费，应按理事会作出的安排，由签字者或经授权的电信实体支付。这些安排应尽可能地遵循公认的国际电信帐务结算程序。

（2）除非理事会另有决定，否则各签字者和经授权的电信实体，应负责向本组织提供资料，以便本组织能确定国际海事卫星组织空间段的全部使用量和投资股份。理事会应制定向本组织报送资料的程序。

（3）如果使用费的支付在付款之日后拖欠四个月或更长的时间，理事会应给以适当的制裁。

（4）对于理事会所规定的付款日期以后的任何未付金额，应按理事会所确定的利率加收利息。

第八条 收入

（1）除理事会另有决定外，本组织获得的收入，在收入金额允许的范围内，应按下列优先顺序，一般用于：

（a）支付经营、维修和管理费用。

（b）提供理事会确定的必要经营基金。

（c）按各签字者的投资股份比例，向各签字者支付按理事会规定并在本组织帐目中入帐的摊销筹备金中的资本偿还金额。

（d）向一个业已退出本组织或被终止其成员资格的签字者支付按第十三条规定的应付款项。

（e）按各签字者的投资股份比例，将可用的结余逐步付给签字者，作为资本使用报酬金。

（2）在决定签字者的资本使用报酬金率时，理事会应将国际海事卫星组织投资的风险特别费用包括在内，考虑到此项特别费用，理事会应尽可能按世界市场的货币成本制定其报酬金率。

（3）在本组织获得的收入不足以支付本组织的经营、维修和管理费用时，理事会可以决定动用本组织的经营基金，通过透支安排，谋求贷款、要求签字者按其各自的现有投资股份比例进行投资，或同时采取上述各种办法来弥补资金的不足。

第九条 帐务结算

（1）在结算签字者和本组织之间按本协定第三、六、七和八条规定的财务帐务时，应尽量将签字者和本组织之间的资金周转以及本组织掌握的超过由理事会决定的必要的经营基金，保持在最低可行的水平。

（2）签字者和本组织之间根据本协定所支付的一切款项，均应以对债权人可接受的任何能自由兑换的货币支付。

第十条 贷款

（1）本组织获得足够的收入或资本投资之前，为弥补财政上的亏空，经理事会决定，可作透支安排。

（2）在特殊情况下，根据公约第三条，为了给本组织所从事的活动提供资金或由此引起的义务，经理事会决定后，本组织可以谋求贷款。此种贷款的未偿清金额，应视为第四条所述的合同上的资本金额。

第十一条 责任

此有关的开支或费用，只要本组织以赔偿费、保险金或其它财务安排仍不能付清这笔款项，那么尽管第四条对于最高限额已有规定，各签字者也应按责任发生之日时其各自的投资股份比例，向本组织交付该索赔款项的不足部分。

（2）如果一个有资格的法庭作出的有约束力的判决，或经理事会同意或赞成的解决办法，要求一个具有签字者身份的签字者支付由于本组织在按公约或本协定的规定所进行的活动或承担的义务所引起的索赔，包括与此有关的开支或费用，本组织应将该签字者已付的索赔偿还给该签字者。

（3）如果向一个签字者提出这种索赔要求，并由本组织支付，该签字者应立即将该项索赔通知本组织，并应使本组织有机会对此项索赔提出建议或进行辩护或采取其它处理办法，并在仲裁该项索赔的法庭的法律所允许的范围内，可使本组织与该签字者一起或者代替该签字者成为该项诉讼的当事者。

（4）如果根据本条规定，要求本组织对某一签字者进行偿还，在赔偿、保险或其它安排不能满足这种偿还的情况下，尽管第四条对于最高限额已有规定，各签字者也应按责任发生时各自的投资股份比例，向本组织交付该项偿还的不足金额。

第十二条 在提供电信业务时所造成的责任免除

无论本组织、以签字者身份行事的签字者、以及它们的官员或雇员、还是签字者的董事会的成员或派往本组织机构的任何代表，履行其职责时，均不对按公约和本业务协定提供或将要提供的各种电信业务的失效、延迟或故障所造成的损失，向任何签字者或本组织负责。

第十三条 退出或终止时的结算

（1）签字者按公约第二十九条或三十条的规定退出或被终止其成员资格的生效之日以后三个月内，理事会应将其对于该签字者在退出或被终止生效之日时在本组织中的财务情况的评定，并按第3款新建议的结算办法通知该签字者。该项通知应包括下述内容：

（a）本组织对该签字者应付的金额，即用其退出或终止的生效之日时的投资股份乘以生效之日时按第六条规定所评定的金额。

（b）在收到决定退出的通知以前，或在终止生效日之前，该签字者应向本组织交纳代表其经特别核准的用于合同债务的资本分摊额，并应随附拟定的付款时间表。

（c）签字者在退出或终止生效之日，应向本组织交付的其他任何款额。

（2）理事会在按第（1）款的规定评定金额时可以决定全部或部分地免除签字者在有关当局接到决定退出通知书以前或终止生效之日以前的有关其经特别核准的用于合同债务的资本分摊额的义务，以及由于其行为或失职而引起的责任所需交付的款项。

（3）关于签字者按第（1）款（b）和（c）项的规定所应交付的款项，考虑到第八条的规定，本组织应在其他签字者得到其投资股份退款的同时向退出本组织的签字者退还第（1）款

（a）和（b）项所述的款项，如果理事会决定提前支付，也可提前办理。理事会应对各种应付给签字者或由签字者应付的各种经常拖欠款项确定其利率。

（4）除非理事会另有决定，否则按本条的结算规定不得免除签字者在收到退出决定通知书或终止生效之日以前，由于本组织的行为或失职所造成的非合同债务而应交纳的分摊额的义务。

（5）只要本条所规定的结算，还未退还给签字者，那么即使在退出或终止日期生效之后，也不应剥夺该签字者以签字者的身份行事所应有的权利。

第十四条 地球站的批准

（1）为了使用国际海事卫星组织空间段，所有地球站均需经本组织按理事会根据公约第十五条（c）款所制定的标准和程序批准。

的签字者向本组织提出。对于不是在缔约国管辖下的领土上的地球站或船上或在海上环境作业的建筑物上的地球站的批准申请，则可由一个经授权的电信实体向本组织提出。

（3）除非提出申请的签字者由指定它的缔约国承担责任，否则第（2）款所述的每一申请者，对其提出申请批准的地球站，在符合本组织对这种地球站所制定的程序和标准方面应对本组织负责。

第十五条 国际海事卫星组织空间段的使用

（1）任何使用国际海事卫星组织空间段的申请，应由一签字者向本组织提出。如果在缔约国管辖下的以外地区，则由一个经授权的电信实体提出。

（2）本组织应按照由理事会根据公约第十五条（c）款制定的标准和程序，批准使用国际海事卫星组织空间段。

（3）除非提出申请的签字者由指定它的缔约国对不属于该签字者拥有的或不由其经营的全部或部分地球站所作的批准承担责任，否则被批准使用国际海事卫星组织空间段的每一签字者或经授权的电信实体，应对遵循本组织所制定的有关规定和条件负责。

第十六条 争议的解决

（1）签字者之间或签字者与本组织之间就有关根据公约和本协定所规定的权力和义务方面发生争议时，应在争议的各方之间协商解决。如果在争议的任何一方要求解决的一年时间内未能解决，并且在争议双方之间未能就一个解决争议的特殊办法达成协议，此争议则应按公约附件的规定，经争议的任何一方要求，提交仲裁。

（2）除非双方另有协议，否则本组织和一个或几个签字者之间发生的争议，根据他们之间达成的协议，应按公约附件，经争议的一方要求，在争议的任何一方要求解决之日起一年内提交仲裁。

（3）对于停止了签字者身份的签字者，在其曾是本协定的签字者时就权利和义务所发生的争议，仍应受本条的约束。

第十七条 生效

（1）自公约按其第三十三条的规定对缔约国生效之日起，本协定即开始对与该缔约国相关的签字者生效。

（2）本协定和公约的有效期相同。

第十八条 修正案

（1）任何缔约国或签字者均可对本协定提出修正案。修正案应提交执行局，再由执行局通知其他缔约国和签字者，在理事会审议一项修正案时，应提前三个月进行通知。在此期间执行局应征询和转发所有签字者的意见。理事会应在该修正案分发后六个月内审议该修正案。大会应在理事会批准该修正案六个月以后进行审议。在特殊的情况下，大会可作出一项实质性的决定缩短这一期限。

（2）如果在理事会批准以后，又经大会确认，该修正案应在文件保存人收到 2 / 3 签字者的批准书之后 120 天起生效，这 2 / 3 的签字者在大会确认该修正案时应是签字者并至少持有总投资股份的 2 / 3，批准修正案通知书只能由有关缔约国寄送给文件保存人。而且该项批准通知书寄出，则意味着该缔约国对修正案的接受。修正案一旦生效，则对所有缔约国和签字者，包括那些不接受该修正案在内的缔约国和签字者，都具有约束力。

第十九条 文件保存人

（1）本协定的文件保存人为政府间海事协商组织秘书长。

（2）文件保存人应将下列事项及时通知给所有签署和将加入的国家和所有签字者：

（a）本协定的签署。

- (d) 退出通知。
- (e) 停止或终止。
- (f) 有关本协定的其他通知和通信。

(3) 文件保存人应在本协定生效时，按照联合国宪章第一百零二条的规定，将一份核准无误的付本送交联合国秘书处进行登记并公布。

在下方签字的经正式授权的代表已签署本协定，以昭信守。

1976年9月3日订于伦敦。以英文、法文、俄文和西班牙文写成。各种文本具有同等效力。正本仅一份，由文件保存人存档。文件保存人应将一份经核准无误的付本送交给应邀出席建立国际海事卫星系统国际会议的每一个国家的政府、签署或加入公约的其他国家的政府和每一签字者。

OPERATING AGREEMENT ON THE INTERNATIONAL MARITIME SATELLITE ORGANIZATION (INMARSAT)

Whole document

THE SIGNATORIES TO THIS OPERATING AGREEMENT:

Considering that the States Parties to the Convention on the International Maritime Satellite Organization (INMARSAT) have undertaken therein to sign, or to designate a competent entity to sign, this Operating Agreement,
AGREE AS FOLLOWS:

ARTICLE I Definitions

(1) For the purposes of this Agreement:

(a) "Convention" means the Convention on the International Maritime Satellite Organization (INMARSAT) including its Annex.

(b) "Organization" means the International Maritime Satellite Organization (INMARSAT) established by the Convention.

(c) "Amortization" includes depreciation; it does not include compensation for use of capital.

(2) The definitions in Article 1 of the Convention shall apply to this Agreement.

ARTICLE II Rights and Obligations of Signatories

(1) Each Signatory acquires the rights provided for Signatories in the Convention and this Agreement and undertakes to fulfil the obligations placed upon it by these two instruments.

(2) Each Signatory shall act consistently with all provisions of the Convention and this Agreement.

ARTICLE III Capital Contributions

(1) In proportion to its investment share, each Signatory shall make contributions to the capital requirements of the Organization and shall receive capital repayment and compensation for use of capital, as determined by the Council in accordance with the Convention and this Agreement.

acquisition, construction and establishment of the INMARSAT space segment, of the acquisition of contractual rights by means of lease, and of other property of the Organization.

(b) Funds required for operating, maintenance and administrative costs of the Organization pending availability of revenues to meet such costs, and pursuant to Article VIII (3).

(c) Payments by Signatories pursuant to Article XI.

(3) Interest at a rate to be determined by the Council shall be added to any amount unpaid after the scheduled date for payment determined by the Council.

(4) If, during the period up to the first determination of investment shares on the basis of utilization pursuant to Article V, the total amount of capital contributions which Signatories are required to pay in any financial year exceeds 50 per cent of the capital ceiling established by or pursuant to Article IV, the Council shall consider the adoption of other arrangements including temporary debt financing, to permit those Signatories which so desire to pay the additional contributions in subsequent years by instalments. The Council shall determine the rate of interest to apply in such cases, reflecting the additional costs to the Organization.

ARTICLE IV Capital Ceiling

The sum of the net capital contributions of Signatories and of the outstanding contractual capital commitments of the Organization shall be subject to a ceiling. This sum shall consist of the cumulative capital contributions made by Signatories pursuant to Article III, less the cumulative capital repaid to them pursuant to this Agreement, plus the outstanding amount of contractual capital commitments of the Organization. The initial capital ceiling shall be 200 million US dollars. The Council shall have authority to adjust the capital ceiling.

ARTICLE V Investment Shares

(1) Investment shares of Signatories shall be determined on the basis of utilization of the INMARSAT space segment. Each Signatory shall have an investment share equal to its percentage of all utilization of the INMARSAT space segment by all Signatories. Utilization of the INMARSAT space segment shall be measured in terms of the charges levied by the Organization for use of the INMARSAT space segment pursuant to Article 19 of the Convention and Article VIII of this Agreement.

(2) For the purpose of determining investment shares, utilization in both directions shall be divided into two equal parts, a ship part and a land part. The part associated with the ship where the traffic originates or terminates shall be attributed to the Signatory of the Party under whose authority the ship is operating. The part associated with the land territory where the traffic originates or terminates shall be attributed to the Signatory of the Party in whose territory the traffic originates or terminates. However, where, for any Signatory, the ratio of the ship part to the land part exceeds 20:1, that Signatory shall, upon application to the Council, be attributed a utilization equivalent to twice the land

INMARSAT space segment has been permitted by the Council, shall be considered as ships for the purpose of this paragraph.

(3) Prior to determination of investment shares on the basis of utilization pursuant to paragraphs (1), (2) and (4), the investment share of each Signatory shall be established in accordance with the Annex to this Agreement.

(4) The first determination of investment shares based on utilization pursuant to paragraphs (1) and (2) shall be made not less than two nor more than three years from the commencement of operational use of the INMARSAT space segment in the Atlantic, Pacific and Indian Ocean areas, the specific date of determination to be decided by the Council. For the purposes of this first determination, utilization shall be measured over the one year period prior to such determination.

(5) Subsequent to the first determination on the basis of utilization, investment shares shall be redetermined to be effective:

(a) Upon one-year intervals after the first determination of investment shares on the basis of utilization, based on the utilization of all signatories during the previous year.

(b) Upon the date of entry into force of this Agreement for a new Signatory.

(c) Upon the effective date of withdrawal or termination of membership of a Signatory.

(6) The investment share of a Signatory which becomes a Signatory after the first determination of investment shares on the basis of utilization, shall be determined by the Council.

(7) To the extent that an investment share is determined pursuant to paragraph (5) (b) or (c) or paragraph (8), the investment shares of all other Signatories shall be adjusted in the proportion that their respective investment shares held prior to this adjustment, bear to each other. On the withdrawal or termination of membership of a Signatory, investment shares of 0.05 per cent determined in accordance with paragraph (8) shall not be increased.

(8) Notwithstanding any provisions of this Article, no Signatory shall have an investment share of less than 0.05 per cent of the total investment shares.

(9) In any new determination of investment shares the share of any Signatory shall not be increased in one step by more than 50 per cent of its initial share, or decreased by more than 50 per cent of its current share.

(10) Any unallocated investment shares, after application of paragraphs (2) and (9) shall be made available and apportioned by the Council among Signatories wishing to increase their investment shares. Such additional allocation shall not increase any share by more than 50 per cent of a Signatory's current investment share.

(11) Any residual unallocated investment shares, after application of paragraph (10), shall be distributed among the Signatories in proportion to the investment shares which would otherwise have applied after any new determination, subject to paragraphs (8) and (9).

(12) Upon application from a Signatory, the Council may allocate to it an investment share reduced from its share determined pursuant to

investment shares. The Council shall adopt procedures for the equitable distribution of the released share of shares among Signatories wishing to increase their shares.

ARTICLE VI Financial Adjustments between Signatories

(1) At each determination of investment shares after the initial determination upon entry into force of this Agreement, financial adjustments between Signatories shall be carried out through the Organization on the basis of a valuation effected pursuant to paragraph (2). The amounts of these financial adjustments shall be determined with respect to each Signatory by applying to the valuation the difference, if any, between the new investment share of each Signatory and its investment share prior to the determination.

(2) The valuation shall be effected as follows:

(a) Deduct from the original acquisition cost of all property as recorded in the Organization's accounts as at the date of the adjustment, including all capitalized return and capitalized expenses, the sum of:

(i) The accumulated amortization as recorded in the Organization's accounts as at the date of adjustment.

(ii) Loans and other accounts payable by the Organization as at the date of adjustment.

(b) Adjust the results obtained pursuant to sub-paragraph (a) by adding or deducting a further amount representing any deficiency or excess, respectively, in the payment by the Organization of compensation for use of capital from the entry into force of this Agreement to the effective date of valuation relative to the cumulative amount due pursuant to this Agreement at the rate or rates of compensation for use of capital in effect during the periods in which the relevant rates were applicable, as established by the Council pursuant to Article VIII. For the purpose of assessing the amount representing any deficiency or excess in payment, compensation due shall be calculated on a monthly basis and relate to the net amount of the elements described in sub-paragraph (a).

(3) Payments due from and to Signatories pursuant to this Article shall be effected by a date decided by the Council. Interest at a rate to be determined by the Council shall be added to any amount unpaid after that date.

ARTICLE VII Payment of Utilization Charges

(1) Utilization charges established pursuant to Article 19 of the Convention shall be payable by Signatories or authorized telecommunications entities in accordance with arrangements adopted by the Council. These arrangements shall follow as closely as practicable recognized international telecommunications accounting procedures.

(2) Unless otherwise decided by the Council, Signatories and authorized telecommunications entities shall be responsible for the provision of information to the Organization to enable the Organization to determine all utilization of the INMARSAT space segment and to determine investment shares. The Council shall adopt procedures for submission of the information to the Organization.

or longer after the due date.

(4) Interest at a rate to be determined by the Council shall be added to any amount unpaid after the scheduled date for payment determined by the Council.

ARTICLE VIII Revenues

(1) The revenues earned by the Organization shall normally be applied, to the extent that such revenues allow, in the following order of priority, unless the Council decides otherwise:

(a) To meet operating, maintenance and administrative costs.

(b) To provide such operating funds as the Council may determine to be necessary.

(c) To pay to Signatories, in proportion to their respective investment shares, sums representing a repayment of capital in the amount of the provisions for amortization established by the Council and recorded in the accounts of the Organization.

(d) To pay to a Signatory which has withdrawn from the Organization or whose membership has been terminated, such sums as may be due to it pursuant to Article XIII.

(e) To pay to Signatories, cumulatively in proportion to their respective investment shares, the available balance towards compensation for use of capital.

(2) In the determination of the rate of compensation for the use of capital of Signatories, the Council shall include an allowance for the risks associated with investment in INMARSAT and, taking into account such allowance, shall fix the rate as close as possible to the cost of money in the world markets.

(3) To the extent that the revenues earned by the Organization are insufficient to meet operating, maintenance and administrative costs of the Organization, the Council may decide to meet the deficiency by using operating funds of the Organization, by overdraft arrangements, by raising a loan, by requiring Signatories to make capital contributions in proportion to their respective current investment shares or by any combination of such measures.

ARTICLE IX Settlement of Accounts

(1) Settlement of accounts between Signatories and the Organization in respect of financial transactions pursuant to Articles III, VI, VII and VIII shall be arranged in such a manner that funds transferred between Signatories and the Organization, as well as funds at the Organization's disposal in excess of the operating funds determined by the Council to be necessary, shall be kept at the lowest practicable level.

(2) All payments between the Signatories and the Organization pursuant to this Agreement shall be effected in any freely convertible currency acceptable to the creditor.

ARTICLE X Debt Financing

(1) The Organization may, upon decision by the Council, enter into

(2) In exceptional circumstances the Organization may raise loans upon decision by the Council for the purpose of financing any activity undertaken by the Organization in accordance with Article 3 of the Convention or for meeting any liability incurred by it. The outstanding amounts of such loans shall be considered as contractual capital commitments for the purpose of Article IV.

ARTICLE XI Liability

(1) If the Organization is required by a binding decision rendered by a competent tribunal or as a result of a settlement agreed to or concurred in by the Council, to pay any claim, including any costs or expenses associated therewith, which arises out of any act or obligation of the Organization carried out or incurred in pursuance of the Convention or this Agreement, the Signatories shall, to the extent that the claim is not satisfied by indemnification, insurance or other financial arrangements, pay to the Organization the amount unsatisfied on the claim in proportion to their respective investment shares as at the date when the liability arose, notwithstanding any ceiling established by or pursuant to Article IV.

(2) If a Signatory, in its capacity as such, is required by a binding decision rendered by a competent tribunal or as a result of a settlement agreed to or concurred in by the Council, to pay any claim, including any costs or expenses associated therewith, which arises out of any act or obligation of the Organization carried out or incurred in pursuance of the Convention or this Agreement, the Organization shall reimburse the Signatory to the extent the Signatory has paid the claim.

(3) If such a claim is asserted against a Signatory, that Signatory, as a condition of payment by the Organization, shall without delay notify the Organization of the claim, and shall afford it the opportunity to advise on or to conduct the defence or other disposition of the claim and, to the extent permitted by the law of the jurisdiction in which the claim is brought, to become a party to the proceeding either with the Signatory or in substitution for it.

(4) If the Organization is required to reimburse a Signatory under this Article, the Signatories shall, to the extent that the reimbursement is not satisfied by indemnification, insurance or other financial arrangements, pay to the Organization the unsatisfied amount of the claimed reimbursement in proportion to their respective investment shares as at the date when the liability arose, notwithstanding any ceiling established by or pursuant to Article IV.

ARTICLE XII Exoneration from Liability arising from the Provision of Telecommunications Services

Neither the Organization, nor any Signatory in its capacity as such, nor any officer or employee of any of them, nor any member of the board of directors of any Signatory, nor any representative to any organ of the Organization acting in the performance of their functions, shall be liable to any Signatory or to the Organization for loss or damage sustained by reason of any unavailability, delay or faultiness of telecommunications

ARTICLE XIII Settlement upon Withdrawal or Termination

(1) Within three months after the effective date of withdrawal or termination of the membership of a Signatory pursuant to Articles 29 or 30 of the Convention, the Council shall notify the Signatory of the evaluation by the Council of its financial status in relation to the Organization as at the effective date of its withdrawal or termination and of the proposed terms of settlement pursuant to paragraph (3). The notification shall include a statement of:

(a) The amount payable by the Organization to the Signatory calculated by multiplying its investment share, as at the effective date of withdrawal or termination, by the amount established from a valuation effected pursuant to Article VI as at that date.

(b) Any amount to be paid by the Signatory to the Organization representing its share of capital contributions for contractual commitments specifically authorized prior to the receipt of notice of decision to withdraw or, as the case may be, prior to the effective date of termination, together with the proposed schedule for payment.

(c) Any other amounts due from the Signatory to the Organization as at the effective date of withdrawal or termination.

(2) In its evaluation pursuant to paragraph (1), the Council may decide to relieve the Signatory in whole or in part of its responsibility for contributing its share of the capital contributions for contractual commitments specifically authorized and liabilities arising from acts or omissions prior to the receipt of notice of decision to withdraw or, as the case may be, the effective date of termination.

(3) Subject to payment by the Signatory of any amounts due from it under sub-paragraphs (1) (b) and (c), the Organization, taking into account Article VIII, shall repay to the Signatory the amounts referred to in sub-paragraphs (1) (a) and (b) over a period consistent with the period over which the remaining Signatories will be repaid their contributions, or sooner if the Council so decides. The Council shall determine the rate of interest to be paid to or by the Signatory in respect of any amounts which may, from time to time, be outstanding for settlement.

(4) Unless the Council decides otherwise, a settlement pursuant to this Article shall not relieve the Signatory of its obligation to contribute its share of the non-contractual liabilities arising from acts or omissions of the Organization prior to the date of receipt of notice of decision to withdraw, or, as the case may be, prior to the effective date of termination.

(5) The Signatory shall not lose any rights acquired by it, in its capacity as such, which would otherwise continue after the effective date of withdrawal or termination, and for which it has not been compensated by the settlement pursuant to this Article.

ARTICLE XIV Earth Station Approval

(1) In order to utilize the INMARSAT space segment, all earth stations shall require approval by the Organization in accordance with criteria and procedures established by the Council pursuant to Article 15 (c) of the

Organization by the Signatory of the Party in whose territory the earth station on land is or will be located, or by the Party or the Signatory of the Party under whose authority the earth station on a ship or on a structure operating in the marine environment is licensed or, with respect to earth stations located in a territory or on a ship or on a structure operating in the marine environment not under the jurisdiction of a Party, by an authorized telecommunications entity.

(3) Each applicant referred to in paragraph (2) shall, with respect to earth stations for which it has submitted an application, be responsible to the Organization for compliance of such stations with the procedures and standards specified by the Organization, unless, in the case of a Signatory which has submitted an application, its designating Party assumes this responsibility.

ARTICLE XV Utilization of the INMARSAT Space Segment

(1) Any application for utilization of the INMARSAT space segment shall be submitted to the Organization by a Signatory or, in the case of a territory not under the jurisdiction of a Party, by an authorized telecommunications entity.

(2) Utilization shall be authorized by the Organization in accordance with criteria and procedures established by the Council pursuant to Article 15 (c) of the Convention.

(3) Each Signatory or authorized telecommunications entity for which utilization of the INMARSAT space segment has been authorized shall be responsible for compliance with all conditions established by the Organization with respect to such utilization unless, in the case of a Signatory which has submitted an application, its designating Party assumes the responsibility for authorizations made with respect to all or some of the earth stations not owned or operated by that Signatory.

ARTICLE XVI Settlement of Disputes

(1) Disputes arising between Signatories, or between Signatories and the Organization, relating to rights and obligations under the Convention or this Agreement, should be settled by negotiation between the parties to the dispute. If within one year of the time any party to the dispute has requested settlement a settlement has not been reached, and if a particular procedure for settling disputes has not been agreed between the parties to the dispute, the dispute shall be submitted to arbitration in accordance with the Annex to the Convention at the request of any party to the dispute.

(2) Unless otherwise mutually agreed, disputes arising between the Organization and one or more Signatories under agreements concluded between them shall be submitted to arbitration in accordance with the Annex to the Convention at the request of one of the parties to the dispute within a period of one year from the time that settlement was requested by any party to the dispute.

(3) A Signatory which ceases to be a Signatory shall remain bound by this Article in respect of disputes relating to rights and obligations arising from its having been a Signatory of this Agreement.

(1) This Agreement shall enter into force for a Signatory on the date on which the Convention enters into force for the respective Party in accordance with Article 33 of the Convention.

(2) This Agreement shall continue in force for as long as the Convention is in force.

ARTICLE XVIII Amendments

(1) Amendments to this Agreement may be proposed by an Party or Signatory. Proposed amendments shall be submitted to the Directorate, which shall inform the other Parties and Signatories. Three months' notice is required before consideration of an amendment by the Council. During this period the Directorate shall solicit and circulate the views of all Signatories. The Council shall consider amendments within six months from circulation. The Assembly shall consider the amendment not earlier than six months after the approval by the Council. This period may in any particular case be reduced by the Assembly by a substantive decision.

(2) If confirmed by the Assembly after approval by the Council the amendment shall enter into force one hundred and twenty days after the Depositary has received notice of its approval by two-thirds of those Signatories which at the time of confirmation by the Assembly were Signatories and then held at least two-thirds of the total investment shares. Notification of approval of an amendment shall be transmitted to the Depositary only by the Party concerned and the transmission shall signify the acceptance by the Party of the amendment. Upon entry into force, the amendment shall become binding upon all Signatories, including those which have not accepted it.

ARTICLE XIX Depositary

(1) The Depositary of this Agreement shall be the Secretary-General of the Inter-Governmental Maritime Consultative Organization.

(2) The Depositary shall promptly inform all signatory and acceding States and all Signatories of:

- (a) Any signature of this Agreement.
- (b) The entry into force of this Agreement.
- (c) The adoption of any amendment to this Agreement and its entry into force.
- (d) Any notification of withdrawal.
- (e) Any suspension or termination.
- (f) Other notifications and communications relating to this Agreement.

(3) Upon entry into force of this Agreement the Depositary shall transmit a certified copy to the Secretariat of the United Nations for registration and publication in accordance with Article 102 of the Charter of the United Nations.

IN WITNESS WHEREOF the undersigned, duly authorized, have signed this Agreement.*

[* Signatures omitted.]

DONE AT LONDON this third day of September one thousand nine hundred

deposited with the Depositary, who shall send a certified copy to the Government of each of the States which were invited to attend the International Conference on the Establishment of an International Maritime Satellite System, to the Government of any other State which signs or accedes to the Convention and to each Signatory.

附件列表
没有附件