

AGREEMENT

on the Establishment of the INTERSPUTNIK International System and Organization of Space Communications

The Contracting Parties,

recognizing the need to contribute to the strengthening and development of comprehensive economic, scientific, technical, cultural and other relations by communications as well as by radio and television broadcasting via satellites;

recognizing the utility of cooperation in theoretical and experimental research as well as in designing, establishing, operating and developing an international communications system via satellites;

in the interests of the development of international co-operation based on respect for the sovereignty and independence of States, equality and non-interference in the internal affairs as well as mutual assistance and mutual benefit;

in pursuance of the provisions of Resolution 1721 (XVI) of the United Nations General Assembly and the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, Including the Moon and other Celestial Bodies, of January 27, 1967;

have agreed on the following:

Article 1

1. There shall be established an international system of communications via satellites.

2. To ensure cooperation and coordination of efforts in the design, establishment, operation and development of the communications system the Contracting Parties set up the INTERSPUTNIK international organization, hereinafter referred to as the Organization.

INTERSPUTNIK is an open international organization

3. For the purpose of this Agreement:

"Member of the Organization" means a Government for which this Agreement has become effective;

"Operating Agreement" means the Operating Agreement of the INTERSPUTNIK International Organization of Space Communications;

"Signatory" means a telecommunications entity and/or Telecommunications Administration appointed by a Member of the Organization under Article 2 hereof, for which the Operating Agreement has become effective ;

"Space Segment of the Organization" means communication satellites with transponders, satellite-borne systems and ground control facilities providing normal operation of the satellites and owned or leased by the Organization;

"Share Capital" means the Organization's own capital formed by the Signatories to support the activity of the Organization.

"Property of the Organization" means anything that irrespective of its nature can be the subject of a right of ownership, inclusive contracting and other rights, revenues and interests.

4. According to the provisions hereof, there shall be concluded the Operating Agreement.

Article 2

1. Each Member of the Organization shall appoint a Signatory under its jurisdiction to sign the Operating Agreement. A single Member of the Organization may appoint several Signatories.

2. A Member of the Organization shall notify in writing the Depositories of this Agreement and the Operating Agreement of the Signatory or Signatories appointed by it.

3. The relations between the Member of the Organization and the Signatory shall be governed by appropriate national laws. The Member of the Organization shall give requisite directives to the Signatory in compliance with national laws.

4. A Member of the Organization shall not be liable for any obligations of Signatories.

Article 3

The seat of the Organization shall be in Moscow.

If recommended by the Operations Committee, the Board may decide to relocate the Organization's headquarters to one of the member countries.

Article 4

1. The international system of communications via satellites shall include as its components:

- a space segment comprising communications satellites with transponders, satellite-borne facilities and ground systems of control to ensure the normal functioning of the satellites;

- earth stations mutually communicating via satellites.

2. The space segment shall be the property of the Organization or is leased by the Organization.

3. The earth stations shall be the property of States or recognized operating agencies.

4. The Members of the Organization shall have the right to include the earth stations which they have built into the communications system of the Organization provided these stations meet the Organization's specifications.

Article 5

The international communications system shall be established by the following stages:

- The stage of experimental work done by Members at their earth stations with the use of satellite communications channels made available to the Organization free of charge by the Union of

Soviet Socialist Republics on its communications satellites. This stage shall cover the period until the end of 1973.

- The stage of work, involving the use of communications channels on Members' communications satellites on the basis of lease.

- The stage of commercial operation of the communications system with the use of the space segment owned by the Organization or rented by the Organization. Transition to this stage will be effected when the establishment of the space segment owned by the Organization or its lease are considered economically advisable by the Contracting Parties.

Article 6

Communications satellites owned by the Organization shall be launched, positioned in orbit and controlled by the Members of the Organization having appropriate facilities or by other contractors on the basis of relevant agreements.

Article 7

The Organization shall coordinate its activities with the International Telecommunication Union and cooperate with other organizations concerned with the use of communications satellites both in technology (the use of the frequency spectrum, the application of technical standards for communications channels and of equipment standards) and in international regulation.

Article 8

The Organization shall be a legal entity and shall be entitled to conclude contracts, acquire, lease and alienate property and to institute proceedings.

Article 9

1. It shall enjoy in the territory of the States whose Governments are Members of the Organization the legal capacity necessary for the attainment of its goals and the performance of its functions. The scope of this legal capacity shall be determined by appropriate agreements with the competent authorities of the States in whose territory it carries out its activities.

2. The legislation of the States in whose territory the Organization carries out its activities shall apply to all matters not covered by the present Agreement or by agreements referred to in paragraph 1 of this Article.

Article 10

1. The Organization shall be liable with respect to its obligations within the limits of the property which it owns.

2. The Organization shall not be liable with respect to the obligations of the Members of the Organization, nor the Members of the Organization shall be liable with respect to the obligations of the Organization.

Article 11

1. The following bodies shall be established to perform the activities of the Organization:

- the Board - a governing body;
- the Operations Committee - a body of the Organization for immediate examination of and decision-making on different issues related to the Organization's activity;
- the Directorate - a permanent executive and administrative body headed by the Director General.

2. *Deleted.*

3. The Auditing Commission shall be established to supervise the financial activities of the Organization.

4. The Board and the Operations Committee may, within the framework of their competence, establish auxiliary bodies required for the attainment of the goals of this Agreement and the Operating Agreement.

5. The meetings of the Organization's bodies may be held not only in the territories of the Members of the Organization but in any other place found most conducive by the Organization for its activity.

Article 12

1. The Board shall be composed of one Representative from each Member of the Organization.

2. Each Member of the Organization shall have one vote in the Board.

3. The Board shall hold its regular sessions at least once a year. An extraordinary session may be held at the request of any Member of the Organization, the Operations Committee or the Director General if no less than one third of the Members of the Organization favour its convocation.

4. The sessions of the Board shall be held, as a rule, at the seat of the Organization. The Board may decide to hold sessions in the territories of other States whose Governments are Members of the Organization at the invitation of these Members.

5. Chairmanship at the sessions of the Board shall be rotated among the Members of the Organization in the alphabetic order of their names in the Russian language. The Representative of the Member next in the alphabet shall be deputy chairman. The chairman and his deputy shall remain in office until the next regular session of the Board.

6. The Board shall be competent to:

6.1. make decisions on the Organizations's general policy and long-term goals including regulation of and non-discriminative access to the space segment;

6.2. supervise performance hereunder and under the Operating Agreement;

6.3. ensure that the Organization's activity complies with the purposes and principles of the UN Charter as well as provisions of any other international agreement binding on the Organization by its decision;

6.4. make decisions on the Operations Committee's recommendations;

6.5. review and approve annual reports of the Operations Committee on its activity;

6.6. review and approve annual reports of the Director General on the activity of the Organization;

6.7. approve its own rules of procedure;

6.8. define geographic regions, from which an adequate number of members of the Operations Committee shall be elected on the basis of fair geographic representation;

6.9. make decisions on issues related to the Organization's official relations with States, both Members and non-Members, and with international organizations;

6.10. make decisions on amendments hereto or to the Operating Agreement;

7. The Board shall seek unanimity in approving its decisions. If this is not achieved, the decisions of the Board shall be considered adopted if voted for by no less than two thirds of the attending and voting Members of the Organization. Decisions approved shall be binding upon each Member of the Organization.

A decision shall not be binding upon any Member of the Organization if this Member does not agree to this decision and as a direct consequence withdraws from the Organization.

Any decision on the changes regarding the existing structure or major goals of the Organization may be approved only by common consent of the Members of the Organization. To determine whether the Board's decision results in the change of the structure or major goals of the Organization, the procedure set forth in the first subparagraph of paragraph 7 of this Article shall be applied.

8. In performing its functions set forth in paragraph 6 of this Article the Board shall act within the resources determined by the Contracting Parties.

9. *Deleted.*

Article 12^{bis}

1. The Operations Committee is the body of the Organization set up for the purpose of prompt consideration and decision-making with regard to the Organization's activity.

Any Signatory may be a member of the Committee.

2. The Operations Committee shall:

2.1. examine and approve issues related to the construction, procurement or lease as well as operation of the space segment;

2.2. approve plans for the development and improvement of the communications system of the Organization;

2.3. define specifications for the Organization's communication satellites;

2.4. examine and approve in-orbit delivery programmes for the Organization's communication satellites;

2.5. approve plans of communication channels allocation to the Members of the Organization

and Signatories as well as the criteria applicable to the use of the Space Segment of the Organization by other users including the procedure of authorizing such use;

2.6. define specifications for earth stations; establish the procedure of clearing an earth station for access;

2.7. determine whether an earth station intended for access to the Organization's communications system meets the specifications;

2.8. if necessary, establish within the framework of its competence auxiliary bodies and hold specialized meetings;

2.9. approve the structure and staff table of the Directorate as well as the regulatory documents of the Directorate;

2.10. approve the Organization's action plan for the next calendar year;

2.11. adopt the Organization's financing policy, examine and approve finance rules, annual budgets and annual financial reports, fix tariffs for the transmission of units of information or channel lease charges associated with the use of the Organization's communication satellites as well as make decisions on any other financial issues including investment shares and their redistribution;

2.12. determine the amount of the Share Capital;

2.13. make decisions to approach national or international banking institutions for credits as well as define the terms and conditions of external financing from other sources;

2.14. examine and approve reports of the Director General on the activity of the Organization;

2.15. elect the Chairperson and members of the Auditing Commission, approve the working procedure and reports of this Commission;

2.16. approve amendments to the Operating Agreement and submit them to the Board for confirmation;

2.17. annually submit to the Board reports on its activity;

2.18. appoint an arbitrator when the Organization is involved in arbitration;

2.19. lay down and pursue the Organization's policy of intellectual and industrial property protection in relation to inventions or technological information created as a result of the Organization's activity or under contracts with the Organization;

2.20. supervise the activity of the Directorate;

2.21. approve its own rules of procedure;

2.22. perform any other functions under any other Article of this Agreement or the Operating Agreement as well as any other functions required for the attainment of the Organization's purposes.

Article 13

1. The Directorate shall consist of the Director General, his deputy and the required staff.

2. The Director General shall be the chief executive of the Organization and in this capacity shall represent it in relations with the competent authorities of the Members of the Organization in all matters relating to its activities, as well as in relations with States whose Governments are not Members of the Organization and with international organizations with which the Board finds it necessary to cooperate.

3. The Director General shall be responsible to the Board and the Operations Committee and shall act within the scope of his authority, and in this activity is guided by decisions of the Board and the Operations Committee..

4. The Director General shall perform the following functions:

4.1. ensures the implementation of the Board's decisions and the Operations Committee's;

4.2. negotiates on the questions of designing the entire system and of designing, manufacturing and delivering the satellite-borne equipment elements and units for the Organization's communications satellites;

4.3. negotiates on the questions of launching communications satellites for the Organization;

4.4. concludes on behalf of the Organization and within the authority determined by the Board international and other agreements;

4.5. draws up the budget estimates for the forthcoming fiscal year, submits them to the Operations Committee for approval and reports to the Operations Committee on the execution of the budget for the past financial year;

4.6. prepares for submission to the Board and the Operations Committee the report on the Organization's activities for the past year;

4.7. draws up plans for the Organization's activities as well as for the development and improvement of the communications system and submits them to the Operations Committee for approval;

4.8. ensures the preparation, convocation and holding of the sessions of the Board and the Operations Committee and their auxiliary bodies.

5. The Director General and his deputy shall be elected from among the nationals of the States whose Governments are Members of the Organization for a period of four years. The Deputy Director General may be elected, as a rule, for one term only. The Director General and his deputy shall not be citizens of the same State. The Director General is jointly elected by the Board and the Operations Committee that may if necessary recall him from his post.

6. The staff of the Directorate shall be composed of nationals of the States whose Governments are Members of the Organization with due regard for their professional qualifications and the equitable geographical representation, and if necessary in exceptional cases of the nationals of the States whose Governments are non-members of the Organization.

Article 14

1. The Auditing Commission shall consist of three members elected by the Operations Committee for a period of three years from among the nationals of different States whose

Governments are Members of the Organization.

The Chairman and a member of the Auditing Commission shall not hold any office in the Organization.

2. The Director General shall make available to the Auditing Commission all material and documents required for auditing.

3. The report of the Auditing Commission shall be approved by the Operations Committee of the Organization.

Article 15

1. A Share Capital shall be established out of Signatories' contributions to support the activities of the Organization.

2. The contributions to the Share Capital shall be used, to the extent inasmuch as the operating receipts are insufficient for these purposes, to meet the following expenses of the Organization:

a) for research, design and experimental work relating to the space segment and ground systems of control of the communication satellite system;

b) for design, construction, acquisition or lease of the space segment and ground systems of control of the communication satellite system;

c) for launching and putting into orbit communication satellites of the Organization;

d) for other purposes in connection with the activities of the Organization.

Article 16

1. The Organization shall operate the Space Segment making communications channels available to its Signatories and other users in accordance with the provisions of this Agreement.

2. The communications channels at the disposal of the Organization shall be distributed among the Signatories on the basis of their needs for channels. Communications channels which are in excess of aggregate requirements of all Signatories may be leased to other users.

3. Payment for communications channels made available shall be charged according to rates established by the Operations Committee.

Article 17

1. Any Member of the Organization or Signatory may voluntarily at any time withdraw from the Organization by notice in writing to that effect given to the Depositary. Upon withdrawal of a Signatory from the Organization, corresponding notice to that effect shall be given by the Member of the Organization that appointed this Signatory.

The withdrawal of a Member of the Organization shall entail simultaneous withdrawal of any Signatory appointed by this Member.

2. Upon receipt, by the Depositary, of the withdrawal notice, the Member of the Organization

that gave such notice and any Signatory appointed by it or a Signatory whose withdrawal is notified shall forfeit the right of representation and the right of vote in any body of the Organization and may not assume any obligations after the date of receipt of such notice. However, upon withdrawal of any Signatory both the Organization and the Signatory shall remain liable for financial settlements. For any Member of the Organization and/or Signatory said withdrawal shall become effective, and this Agreement and/or Operating Agreement invalid upon expiry of three months as from the date of receipt, by the Depositary, of written notice as set forth in paragraph 1.

3. Whenever a Signatory withdraws from the Organization, the Member of the Organization that appointed that Signatory shall, before the effective date of withdrawal, appoint a new Signatory as from this date or withdraw from the Organization. If a Member of the Organization fails to take said measures before that date, it shall be considered to cease to be a Member as from the aforesaid date.

4. If for whatever reason a Member of the Organization wishes to appoint a new Signatory, such Member of the Organization shall give the Depositary written notice to that effect. The Operating Agreement shall become effective for the new Signatory and invalid for the former Signatory as soon as the new Signatory assumes the obligations that its predecessor failed to meet and signs the Operating Agreement.

Article 18

1. This Agreement may be terminated with the consent of all the Members of the Organization.

The termination of the Agreement amounts to the dissolution of the Organization.

The procedure for the dissolution of the Organization shall be determined by the Board on the basis of recommendations submitted to it by the Operations Committee.

2. In the event of the dissolution of the Organization any receipts resulting from the sale of its property shall be paid after the Organization meets all its obligations to the Signatories according to their shares in the Share Capital of the Organization.

Article 19

The languages of the Organization shall be English, French, Russian and Spanish.

The extent to which language is used shall be determined by the Board depending on the actual requirements of the Organization.

Article 20

1. This Agreement is open for signing until the 31st December 1972 in Moscow.

The Agreement shall be subject to ratification. Instruments of ratification shall be deposited with the Government of the USSR which is designated the Depositary Government of this Agreement.

Article 21

The Agreement shall enter into force on the deposit of six instruments of ratification.

Article 22

1. The Government of any State which did not sign this Agreement may accede to it. In that case

the Government shall submit to the Board of the Organization a formal statement to the effect that it shares the goals and principles of the activities of the Organization and assumes the obligations under this Agreement.

2. Instruments of accession to the Agreement shall be deposited with the Depositary Government.

3. No State may continue to be or become a Member of the Organization unless any Signatory appointed by it signs the Operating Agreement.

4. No reservations hereto and to the Operating Agreement shall be admissible

Article 23

For Governments whose instruments of ratification or accession are deposited subsequent to the entry into force of this Agreement, it shall enter into force on the date of the deposit of the above instruments.

Article 24

1. Any Member of the Organization may propose amendments to this Agreement. Proposed text of amendments shall be forwarded to the Directorate which shall within three months upon receipt ask the Members of the Organization and its Signatories for comments and circulate such comments.

The Operations Committee shall examine and approve a recommendation concerning a given amendment at its next meeting but in no way earlier than after the expiry of a three-month period as from the date of circulation.

2. After a given amendment is examined by the Operations Committee it shall be reviewed at the next session of the Board of the Organization. If the Board approves the amendment it shall take effect as from the date of receipt by the Depositary of the last of the acceptance notices from two thirds of the Members of the Organization. An amendment which has come into force shall be binding on all Members of the Organization.

Article 25

1. The Depositary Government of this Agreement shall inform all Contracting Parties of the date of each signature, of the date of deposit of each instrument of ratification and accession, of the date of the entry into force of the Agreement and of all other notices it has received.

2. This Agreement shall be registered by the Depositary Government pursuant to Article 102 of the Charter of the United Nations.

Article 26

This Agreement, the English, French, Russian and Spanish texts of which are equally authentic, shall be deposited in the archives of the Depositary Government. Duly certified copies of the Agreement shall be transmitted by the Depositary Government to the Contracting Parties.

In witness whereof the undersigned, duly authorized, have signed this Agreement.

Done in Moscow on the 15th of November 1971.