

**Amendment of the Agreement Relating to the International
Telecommunications Satellite Organization "INTELSAT" to
Implement Multiple Signatory Arrangements**

The following paragraphs or sub-paragraphs should be substituted or added in each of the Articles of the Agreement as indicated below:

Article I

Definitions

g) "Signatory" means a Party, or a telecommunications entity designated by a Party, which has signed the Operating Agreement and for which it has entered into force or been provisionally applied;

Article II

Establishment of INTELSAT

b) Each State Party shall sign, or shall designate at least one telecommunications entity, public or private, to sign the Operating Agreement which shall be concluded in conformity with the provisions of this Agreement and which shall be opened for signature at the same time as this Agreement. Relations between any telecommunications entity, acting as Signatory, and the Party which has designated it shall be governed by applicable domestic law.

Article VIII

Meeting of Signatories

e) A quorum for any meeting of the Meeting of Signatories shall consist of representatives of a majority of the Signatories. Each Signatory shall have one vote. Decisions on matters of substance shall be taken by an affirmative vote cast by at least two-thirds of the Signatories whose representatives are present and voting. Decisions on procedural matters shall be taken by an affirmative vote cast by a simple majority of the Signatories 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 Signatories whose representatives are present and voting. For the purposes of determining majorities and all voting, all Signatories designated by a single Party will be considered jointly as a single Signatory.

Article IX

Board of Governors: Composition and Voting

a) (iv) notwithstanding the foregoing provisions, there shall be no more than one Governor representing one or more of the Signatories appointed by a single Party.

Article XVI

Withdrawal

d) Withdrawal of a Party, in its capacity as such, shall entail the simultaneous withdrawal of all Signatories designated by the Party or of

the Party in its capacity as Signatory, as the case may be, and this Agreement and the Operating Agreement shall cease to be in force for each Signatory on the same date on which this Agreement ceases to be in force for the Party which has designated it.

e) In all cases of withdrawal of a Signatory from INTELSAT, the Party which designated the Signatory shall assume the capacity of a Signatory, or shall designate another Signatory effective as the date of such withdrawal, or, if there is no remaining Signatory designated by such Party, shall withdraw from INTELSAT.

f) If for any reason a Party wishes to substitute itself for one or more of its designated Signatories or to substitute another Signatory for a previously designated Signatory, it shall give written notice thereof to the Depositary, and upon assumption by the substituted Signatory of all outstanding obligations of the previously designated Signatory and upon signature of the Operating Agreement, this Agreement and the Operating Agreement shall enter into force for the substituted Signatory and thereupon shall cease to be in force for such previously designated Signatory.

g) Upon 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 and its designated Signatories, or the Signatory in respect of which notice has been given, as the case may be, shall cease to have any rights of representation and any voting rights in any organ of INTELSAT, and shall incur no obligation or liability after the receipt of the notice, except that any such Signatory, unless the Board decides otherwise pursuant to paragraph d) of Article 21 of the Operating Agreement, shall be responsible for contributing its share of the capital contributions necessary to meet both contractual commitments specifically authorized before such receipt and liabilities arising from acts or omissions before such receipt.

k) If the Assembly of Parties decides pursuant to subparagraph b)(i) of this Article that a Party be deemed to have withdrawn from INTELSAT, the Party in its capacity as Signatory or its designated Signatories, as the case may be, shall incur no obligation or liability after such decision, except that the Party in its capacity as Signatory or each of its designated Signatories, as the case may be, unless the Board of Governors decides otherwise pursuant to paragraph d) of Article 21 of the Operating Agreement, shall be responsible for contributing its share of the capital contributions necessary to meet both contractual commitments specifically authorized before such decision and liabilities arising from acts or omissions before such decision.

n) No Party or designated Signatory shall be required to withdraw from INTELSAT as a direct result of any change in the status of that Party with regard to the International Telecommunications Union.

**AGREEMENT RELATING TO THE
INTERNATIONAL TELECOMMUNICATIONS
SATELLITE ORGANIZATION
"INTELSAT"**

Including PROPOSED amendments

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,

Noting that pursuant to the Agreement Establishing Interim Arrangements for a Global Commercial Communications Satellite System and the related Special Agreements a global commercial telecommunications satellite system has been established,

Desiring to continue the development of this telecommunications satellite system with the aim of achieving a single global commercial telecommunications satellite system as part of an improved global telecommunications network which will provide expanded telecommunications services to all areas of the world and which will contribute to world peace and understanding,

Determined, to this end, to provide, for the benefit of all mankind, through the most advanced technology available, the most efficient and economic facilities possible consistent with the best and most equitable use of the radio frequency spectrum and of orbital space,

Believing that satellite telecommunications should be organized in such a way as to permit all peoples to have access to the global satellite system and those States members of the International Telecommunication Union so wishing to invest in the system with consequent participation in the design, development, construction, including the provision of equipment, establishment, operation, maintenance and ownership of the system,

Pursuant to the Agreement Establishing Interim Arrangements for a Global Commercial Communications Satellite System,

Agree as follows:

ARTICLE I

(Definitions)

For the purposes of this Agreement:

(a) "Agreement" means the present agreement, including its Annexes but excluding all titles of Articles, opened for signature by Governments at

Washington on August 20, 1971, by which the international telecommunications satellite organization "INTELSAT" is established;

(b) "Operating Agreement" means the agreement, including its Annex but excluding all titles of Articles, opened for signature at Washington on August 20, 1971, by Governments or telecommunications entities designated by Governments in accordance with the provisions of this Agreement;

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

(d) "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;

(e) "Interim Communications Satellite Committee" means the Committee established by Article IV of the Interim Agreement;

(f) "Party" means a State for which the Agreement has entered into force or been provisionally applied;

(g) "Signatory" means a Party, or a telecommunications entity designated by a Party, which has signed the Operating Agreement and for which it has entered into force or been provisionally applied;

(h) "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;

(i) "INTELSAT space segment" means the space segment owned by INTELSAT;

(j) "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;

(k) "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 INTELSAT 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;

(l) "Specialized telecommunications services" means telecommunications services which can be provided by satellite, other than those defined in paragraph (k) of this Article, including, but not limited to, radio navigation services, broadcasting satellite services for reception by the general public, space research services, meteorological services, and earth resources services;

(m) "Property" includes every subject of whatever nature to which a right of ownership can attach, as well as contractual rights; and

(n) "Design" and "development" include research directly related to the purposes of INTELSAT.

ARTICLE II

(Establishment of INTELSAT)

(a) With full regard for the principles set forth in the Preamble to this Agreement, the Parties hereby establish the international telecommunications satellite organization "INTELSAT", the main purpose of which is to continue and carry forward on a definitive basis the design, development, construction, establishment, operation and maintenance of the space segment of the global commercial telecommunications satellite system as established under the provisions of the Interim Agreement and the Special Agreement.

(b) Each State Party shall sign, or shall designate at least one telecommunications entity, public or private, to sign, the Operating Agreement which shall be concluded in conformity with the provisions of this Agreement and which shall be opened for signature at the same time as this Agreement. Relations between any telecommunications entity, acting as Signatory, and the Party which has designated it shall be governed by applicable domestic law.

(c) Telecommunications administrations and entities may, subject to applicable domestic law, negotiate and enter directly into appropriate traffic agreements with respect to their use of channels of telecommunications provided pursuant to this Agreement and the Operating Agreement, as well as services to be furnished to the public, facilities, divisions of revenue and related business arrangements.

ARTICLE III

(Scope of INTELSAT Activities)

(a) In continuing and carrying forward on a definitive basis activities concerning the space segment of the global commercial telecommunications satellite system referred to in paragraph (a) of Article II of this Agreement, INTELSAT

shall have as its prime objective the provision, on a commercial basis, of the space segment required for international public telecommunications services of high quality and reliability to be available on a non-discriminatory basis to all areas of the world.

(b) The following shall be considered on the same basis as international public telecommunications services:

- (i) 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
- (ii) 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 Meeting of Signatories, having regard to advice tendered by the Board of Governors, has given the appropriate approval in advance.

(c) The INTELSAT space segment established to meet the prime objective shall also be made available for other domestic public telecommunications services on a non-discriminatory basis to the extent that the ability of INTELSAT to achieve its prime objective is not impaired.

(d) The INTELSAT space segment may also, on request and under appropriate terms and conditions, be utilized for the purpose of specialized telecommunications services, either international or domestic, other than for military purposes, provided that:

- (i) the provision of public telecommunications services is not unfavorably affected thereby; and
- (ii) the arrangements are otherwise acceptable from a technical and economic point of view.

(e) INTELSAT may, on request and under appropriate terms and conditions, provide satellites or associated facilities separate from the INTELSAT space segment for:

- (i) domestic public telecommunications services in territories under the jurisdiction of one or more Parties;
- (ii) international public telecommunications services between or among territories under the jurisdiction of two or more Parties;
- (iii) specialized telecommunications services, other than for military purposes;

provided that the efficient and economic operation of the INTELSAT space segment is not unfavorably affected in any way.

(f) The utilization of the INTELSAT space segment for specialized telecommunications services pursuant to paragraph (d) of this Article, and the provision of satellites or associated facilities separate from the INTELSAT space segment pursuant to paragraph (e) of this Article, shall be covered by contracts entered into between INTELSAT and the applicants concerned. The utilization of INTELSAT space segment facilities for specialized telecommunications services pursuant to paragraph (d) of this Article, and the provision of satellites or associated facilities separate from the INTELSAT space segment for specialized telecommunications services pursuant to subparagraph (e) (iii) of this Article, shall be in accordance with appropriate authorizations, at the planning stage, of the Assembly of Parties pursuant to subparagraph (c) (iv) of Article VII of this Agreement. Where the utilization of INTELSAT space segment facilities for specialized telecommunications services would involve additional costs which result from required modifications to existing or planned INTELSAT space segment facilities, or where the provision of satellites or associated facilities separate from the INTELSAT space segment is sought for specialized telecommunications services as provided for in subparagraph (e) (iii) of this Article, authorization pursuant to subparagraph (c) (iv) of Article VII of this Agreement shall be sought from the Assembly of Parties as soon as the Board of Governors is in a position to advise the Assembly of Parties in detail regarding the estimated cost of the proposal, the benefits to be derived, the technical or other problems involved and the probable effects on present or foreseeable INTELSAT services. Such authorization shall be obtained before the procurement process for the facility or facilities involved is initiated. Before making such authorizations, the Assembly of Parties, in appropriate cases, shall consult or ensure that there has been consultation by INTELSAT with Specialized Agencies of the United Nations directly concerned with the provision of the specialized telecommunications services in question.

ARTICLE IV

(Juridical Personality)

(a) INTELSAT 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.

ARTICLE V

(Financial Principles)

(a) INTELSAT shall be the owner of the INTELSAT space segment and of all other property acquired by INTELSAT. The financial interest in INTELSAT of each Signatory shall be equal to the amount arrived at by the application of its investment share to the valuation effected pursuant to Article 7 of the Operating Agreement.

(b) Each Signatory shall have an investment share corresponding to its percentage of all utilization of the INTELSAT space segment by all Signatories as determined in accordance with the provisions of the Operating Agreement. However, no Signatory, even if its utilization of the INTELSAT space segment is nil, shall have an investment share less than the minimum established in the Operating Agreement.

(c) Each Signatory shall contribute to the capital requirements of INTELSAT, and shall receive capital repayment and compensation for use of capital in accordance with the provisions of the Operating Agreement.

(d) All users of the INTELSAT space segment shall pay utilization charges determined in accordance with the provisions of this Agreement and the Operating Agreement. The rates of space segment utilization charge for each type of utilization shall be the same for all applicants for space segment capacity for that type of utilization.

(e) The separate satellites and associated facilities referred to in paragraph (e) of Article III of this Agreement may be financed and owned by INTELSAT as part of the INTELSAT space segment upon the unanimous approval of all the Signatories. If such approval is withheld, they shall be separate from the INTELSAT space segment and shall be financed and owned by those requesting them. In this case the financial terms and conditions set by INTELSAT shall be such as to cover fully the costs directly resulting from the design, development, construction and provision of such separate satellites and associated facilities as well as an adequate part of the general and administrative costs of INTELSAT.

ARTICLE VI

(Structure of INTELSAT)

(a) INTELSAT shall have the following organs:

- (i) the Assembly of Parties;
- (ii) the Meeting of Signatories;
- (iii) the Board of Governors; and
- (iv) an executive organ, responsible to the Board of Governors.

(b) Except to the extent that this Agreement or the Operating Agreement specifically provides otherwise, no organ shall make determinations or otherwise act in such a way as to alter, nullify, delay or in any other manner interfere with the exercise of a power or the discharge of a responsibility or a function attributed to another organ by this Agreement or the Operating Agreement.

(c) Subject to paragraph (b) of this Article, the Assembly of Parties, the Meeting of Signatories and the Board of Governors shall each take note of and give due and proper consideration to any resolution, recommendation or view made or expressed by another of these organs acting in the exercise of the responsibilities and functions attributed to it by this Agreement or the Operating Agreement.

ARTICLE VII

(Assembly of Parties)

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

(b) The Assembly of Parties shall give consideration to those aspects of INTELSAT which are primarily of interest to the Parties as sovereign States. It shall have the power to give consideration to general policy and long-term objectives of INTELSAT consistent with the principles, purposes and scope of activities of INTELSAT, as provided for in this Agreement. In accordance with paragraphs (b) and (c) of Article VI of this Agreement, the Assembly of Parties shall give due and proper consideration to resolutions, recommendations and views addressed to it by the Meeting of Signatories or the Board of Governors.

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

- (i) in the exercise of its power of considering general policy and long-term objectives of INTELSAT, to formulate its views or make recommendations, as it may deem appropriate, to the other organs of INTELSAT;

- (ii) to determine that measures should be taken to prevent the activities of INTELSAT from conflicting with any general multilateral convention which is consistent with this Agreement and which is adhered to by at least two-thirds of the Parties;
- (iii) to consider and take decisions on proposals for amending this Agreement in accordance with Article XVII of this Agreement and to propose, express its views and make recommendations on amendments to the Operating Agreement;
- (iv) to authorize, through general rules or by specific determinations, the utilization of the INTELSAT space segment and the provision of satellites and associated facilities separate from the INTELSAT space segment for specialized telecommunications services within the scope of activities referred to in paragraph (d) and subparagraph (e) (iii) of Article III of this Agreement;
- (v) to review, in order to ensure the application of the principle of non-discrimination, the general rules established pursuant to subparagraph (b) (v) of Article VIII of this Agreement;
- (vi) to consider and express its views on the reports presented by the Meeting of Signatories and the Board of Governors concerning the implementation of general policies, the activities and the long-term program of INTELSAT;
- (vii) to express, pursuant to Article XIV of this Agreement, its findings in the form of recommendations. With respect to the intended establishment, acquisition or utilization of space segment facilities separate from the INTELSAT space segment facilities;
- (viii) to take decisions, pursuant to subparagraph (b) (i) of Article XVI of this Agreement, in connection with the withdrawal of a Party from INTELSAT;
- (ix) to decide upon questions concerning formal relationships between INTELSAT and States, whether Parties or not, or international organizations;
- (x) to consider complaints submitted to it by Parties;
- (xi) to select the legal experts referred to in Article 3 of Annex C to this Agreement;
- (xii) to act upon the appointment of the Director General in accordance with Articles XI and XII of this Agreement;
- (xiii) pursuant to Article XII of this Agreement, to adopt the organizational structure of the executive organ; and

(xiv) to exercise any other powers coming within the purview of the Assembly of Parties according to the provisions of this Agreement.

(d) The first ordinary meeting of the Assembly of Parties shall be convened by the Secretary General within one year following the date on which this Agreement enters into force. Ordinary meetings shall thereafter be scheduled to be held every two years. The Assembly of Parties, however, may decide otherwise from meeting to meeting.

(e) (i) In addition to the ordinary meetings provided for in paragraph (d) of this Article, the Assembly of Parties may meet in extraordinary meetings, which may be convened either upon request of the Board of Governors acting pursuant to the provisions of Article XIV or XVI of this Agreement, or upon the request of one or more Parties which receives the support of at least one-third of the Parties including the requesting Party or Parties.

(ii) Requests for extraordinary meetings shall state the purpose of the meeting and shall be addressed in writing to the Secretary General or the Director General, who shall arrange for the meeting to be held as soon as possible and in accordance with the rules of procedure of the Assembly of Parties for convening such meetings.

(f) A quorum for any meeting of the Meeting of Signatories shall consist of representatives of a majority of the Signatories. Each Signatory shall have one vote. Decisions on matters of substance shall be taken by an affirmative vote cast by at least two-thirds of the Signatories whose representatives are present and voting. Decisions on procedural matters shall be taken by an affirmative vote cast by a simple majority of the Signatories 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 Signatories whose representatives are present and voting.

(g) The Assembly of Parties shall adopt its own rules of procedure, which shall include provision for the election of a Chairman and other officers.

(h) 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 INTELSAT for the purpose of Article 8 of the Operating Agreement.

ARTICLE VIII

(Meeting of Signatories)

(a) The Meeting of Signatories shall be composed of all the Signatories. In accordance with paragraphs (b) and (c) of Article VI of this Agreement, the Meet-

ing of Signatories shall give due and proper consideration to resolutions, recommendations and views addressed to it by the Assembly of Parties or the Board of Governors.

(b) The Meeting of Signatories shall have the following functions and powers:

- (i) to consider and express its views to the Board of Governors on the annual report and annual financial statements submitted to it by the Board of Governors;
- (ii) to express its views and make recommendations on proposed amendments to this Agreement pursuant to Article XVII of this Agreement and to consider and take decisions, in accordance with Article 22 of the Operating Agreement and taking into account any views and recommendations received from the Assembly of Parties or the Board of Governors, on proposed amendments to the Operating Agreement which are consistent with this Agreement;
- (iii) to consider and express its views regarding reports on future programs, including the estimated financial implications of such programs, submitted by the Board of Governors;
- (iv) to consider and decide on any recommendation made by the Board of Governors concerning an increase in the ceiling provided for in Article 5 of the Operating Agreement;
- (v) to establish general rules, upon the recommendation of and for the guidance of the Board of Governors, concerning:
 - (A) the approval of earth stations for access to the INTELSAT space segment,
 - (B) the allotment of INTELSAT space segment capacity, and
 - (C) the establishment and adjustment of the rates of charge for utilization of the INTELSAT space segment on a non-discriminatory basis;
- (vi) to take decisions pursuant to Article XVI of this Agreement in connection with the withdrawal of a Signatory from INTELSAT;
- (vii) to consider and express its views on complaints submitted to it by Signatories directly or through the Board of Governors or submitted to it through the Board of Governors by users of the INTELSAT space segment who are not Signatories;
- (viii) to prepare and present to the Assembly of Parties, and to the Parties, reports concerning the implementation of general policies, the activities and the long-term program of INTELSAT;

- (ix) to take decisions concerning the approval referred to in subparagraph (b) (ii) of Article III of this Agreement;
- (x) to consider and express its views on the report on permanent management arrangements submitted by the Board of Governors to the Assembly of Parties pursuant to paragraph (g) of Article XII of this Agreement;
- (xi) to make annual determinations for the purpose of representation on the Board of Governors in accordance with Article IX of this Agreement; and
- (xii) to exercise any other powers coming within the purview of the Meeting of Signatories according to the provisions of this Agreement or the Operating Agreement.

(c) The first ordinary meeting of the Meeting of Signatories shall be convened by the Secretary General at the request of the Board of Governors within nine months after the entry into force of this Agreement. Thereafter an ordinary meeting shall be held in every calendar year.

- (d) (i) In addition to the ordinary meetings provided for in paragraph (c) of this Article, the Meeting of Signatories may hold extraordinary meetings, which may be convened either upon the request of the Board of Governors or upon the request of one or more Signatories which receives the support of at least one-third of the Signatories including the requesting Signatory or Signatories.
- (ii) Requests for extraordinary meetings shall state the purpose for which the meeting is required and shall be addressed in writing to the Secretary General or the Director General, who shall arrange for the meeting to be held as soon as possible and in accordance with the rules of procedure of the Meeting of Signatories for convening such meetings. The agenda for an extraordinary meeting shall be restricted to the purpose or purposes for which the meeting was convened.

(e) A quorum for any meeting of the Meeting of Signatories shall consist of representatives of a majority of the Signatories. Each Signatory shall have one vote. Decisions on matters of substance shall be taken by an affirmative vote cast by at least two-thirds of the Signatories whose representatives are present and voting. Decisions on procedural matters shall be taken by an affirmative vote cast by a simple majority of the Signatories 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 Signatories whose representa-