

No. 22282

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## MULTILATERAL

**Protocol on the privileges and immunities of the International Maritime Satellite Organization (INMARSAT). Concluded at London on 1 December 1981**

*Authentic texts: English, French, Russian and Spanish.*

*Registered by the International Maritime Satellite Organization on 8 August 1983.*

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## MULTILATÉRAL

**Protocole sur les privilèges et immunités de l'Organisation internationale de télécommunications maritimes par satellites (INMARSAT). Conclu à Londres le 1<sup>er</sup> décembre 1981**

*Textes authentiques : anglais, français, russe et espagnol.*

*Enregistré par l'Organisation internationale de télécommunications maritimes par satellites le 8 août 1983.*

PROTOCOL<sup>1</sup> ON THE PRIVILEGES AND IMMUNITIES OF THE INTERNATIONAL MARITIME SATELLITE ORGANIZATION (INMARSAT)

The States Parties to this Protocol:

Having regard to the Convention and the Operating Agreement on the International Maritime Satellite Organization (INMARSAT) opened for signature at London on 3 September 1976<sup>2</sup> and, in particular, to Articles 25 and 26 (4) of the Convention;

Taking note that INMARSAT has concluded a Headquarters Agreement with the Government of the United Kingdom of Great Britain and Northern Ireland on 25 February 1980,<sup>3</sup>

Considering that the aim of this Protocol is to facilitate the achievement of the purpose of INMARSAT and to ensure the efficient performance of its functions;

Have agreed as follows:

*Article 1. USE OF TERMS*

For the purposes of this Protocol:

(a) "Convention" means the Convention on the International Maritime Satellite Organization (INMARSAT), including its Annex, opened for signature at London on 3 September 1976;

(b) "Operating Agreement" means the Operating Agreement on the International Maritime Satellite Organization (INMARSAT), including its Annex, opened for signature at London on 3 September 1976;

<sup>1</sup> Came into force on 30 July 1983, i.e., the thirtieth day following the date on which 10 Parties to the Convention on the International Maritime Satellite Organization (INMARSAT) had signed it definitively or had deposited an instrument of ratification, acceptance, approval or accession, in accordance with article 20 (1):

<i>State</i>	<i>Date of definitive signature (s) or of deposit of the instrument of accession (a)</i>	
Bulgaria .....	12 October	1982 a
Byelorussian Soviet Socialist Republic .....	27 May	1982 s
Canada* .....	30 June	1983 a
Finland .....	25 May	1982 s
Liberia .....	25 November	1982 a
Netherlands* .....	14 June	1983 a
(For the Kingdom in Europe and the Netherlands Antilles)		
Norway .....	19 April	1982 s
Sri Lanka .....	27 April	1982 s
Ukrainian Soviet Socialist Republic .....	27 May	1982 s
Union of Soviet Socialist Republics .....	27 May	1982 s

\* See p. 192 of this volume for the text of the reservations made upon accession.

<sup>2</sup> United Nations, *Treaty Series*, vol. 1143, p. 105.

<sup>3</sup> *Ibid.*, vol. 1203, No. 1-19222.

(c) “Party to the Convention” means a State for which the Convention is in force;

(d) “Headquarters Party” means the Party to the Convention in whose territory INMARSAT has established its headquarters;

(e) “Signatory” means either a Party to the Protocol or an entity designated by a Party to the Protocol for which the Operating Agreement is in force;

(f) “Party to the Protocol” means a State for which this Protocol is in force;

(g) “Staff member” means the Director General and any person employed full time by INMARSAT and subject to its staff regulations;

(h) “Representatives” in the case of Parties to the Protocol, the Headquarters Party and Signatories means representatives to INMARSAT and in each case means heads of delegations, alternates and advisers;

(i) “Archives” includes all manuscripts, correspondence, documents, photographs, films, optical and magnetic recordings, data recordings, graphic representations and computer programmes, belonging to or held by INMARSAT;

(j) “Official activities” of INMARSAT means activities carried out by the Organization in pursuance of its purpose as defined in the Convention and includes its administrative activities;

(k) “Expert” means a person other than a staff member appointed to carry out a specific task for or on behalf of INMARSAT and at its expense;

(l) “INMARSAT space segment” means the satellites, and tracking, telemetry, command, control, monitoring and related facilities and equipment required to support the operation of these satellites, which are owned or leased by INMARSAT;

(m) “Property” means anything that can be the subject of a right of ownership, including contractual rights.

## Article 2. IMMUNITY OF INMARSAT FROM JURISDICTION AND EXECUTION

(1) Unless it has expressly waived immunity in a particular case, INMARSAT shall, within the scope of its official activities, have immunity from jurisdiction except in respect of:

- (a) Its commercial activities;
- (b) A civil action by a third party for damage arising from an accident caused by a motor vehicle or other means of transport belonging to, or operated on behalf of, INMARSAT, or in respect of a traffic offence involving such means of transport;
- (c) The attachment, pursuant to the final order of a court of law, of the salaries and emoluments, including pension rights, owed by INMARSAT to a staff member, or a former staff member;
- (d) A counter-claim directly connected with judicial proceedings initiated by INMARSAT.

(2) Notwithstanding paragraph (1), no action shall be brought in the course of Parties to the Protocol against INMARSAT by Parties to the Convention, Signatories or persons acting for or deriving claims from any of them, relating to rights and obligations under the Convention or Operating Agreement.

(3) (a) The INMARSAT space segment, wherever located and by whomsoever held, shall be immune from any search, restraint, requisition, seizure, confiscation, expropriation, sequestration or execution, whether by executive, administrative or judicial action.

(b) All other property and assets of INMARSAT, wherever located and by whomsoever held, shall enjoy the immunity set out in paragraph (3) (a), except in respect of:

- (i) An attachment or execution in order to satisfy a final judgement or order of a court of law that relates to any proceedings that may be brought against INMARSAT pursuant to paragraph (1);
- (ii) Any action taken in accordance with the law of the State concerned which is temporarily necessary in connection with the prevention of and investigation into accidents involving motor vehicles or other means of transport belonging to, or operated on behalf of, INMARSAT;
- (iii) Expropriation in respect of real property for public purposes and subject to prompt payment of fair compensation, provided that such expropriation shall not prejudice the functions and operations of INMARSAT.

#### *Article 3. INVIOABILITY OF ARCHIVES*

The archives of INMARSAT shall be inviolable wherever located and by whomsoever held.

#### *Article 4. EXEMPTION FROM TAXES AND DUTIES*

(1) Within the scope of its official activities, INMARSAT and its property and income shall be exempt from all national direct and other taxes not normally incorporated in the price of goods and services.

(2) If INMARSAT, within the scope of its official activities, acquires goods or uses services of substantial value, and if the price of these goods or services includes taxes or duties, Parties to the Protocol shall, whenever possible, take appropriate measures to remit or reimburse the amount of such taxes or duties.

(3) Within the scope of its official activities, INMARSAT shall be exempt from customs duties, taxes and related charges on the INMARSAT space segment and on equipment connected with the launching of satellites for use in the INMARSAT space segment.

(4) Goods acquired by INMARSAT within the scope of its official activities shall be exempt from all prohibitions and restrictions on import or export.

(5) No exemption shall be accorded in respect of taxes and duties which represent charges for specific services rendered.

(6) No exemption shall be accorded in respect of goods acquired by, or services provided to, INMARSAT for the personal benefit of staff members.

(7) Goods exempted under this Article shall not be transferred, hired out or lent, permanently or temporarily, or sold, except in accordance with conditions laid down by the Party to the Protocol which granted the exemption.

(8) Payments from INMARSAT to Signatories pursuant to the Operating Agreement shall be exempt from national taxes by any Party to the Protocol, other than the Party which has designated the Signatory.

*Article 5. FUNDS, CURRENCY AND SECURITIES*

INMARSAT may receive and hold any kind of funds, currency or securities and dispose of them freely for any of its official activities. It may hold accounts in any currency to the extent required to meet its obligations.

*Article 6. OFFICIAL COMMUNICATIONS AND PUBLICATIONS*

(1) With regard to its official communications and transfer of all its documents, INMARSAT shall enjoy in the territory of each Party to the Protocol treatment not less favourable than that generally accorded to equivalent intergovernmental organizations in the matter of priorities, rates and taxes on mails and all forms of telecommunications, as far as may be compatible with any international agreements to which that Party to the Protocol is a party.

(2) With regard to its official communications, INMARSAT may employ all appropriate means of communication, including messages in code or cypher. Parties to the Protocol shall not impose any restriction on the official communications of INMARSAT or on the circulation of its official publications. No censorship shall be applied to such communications and publications.

(3) INMARSAT may install and use a radio transmitter only with the consent of the Party to the Protocol concerned.

*Article 7. STAFF MEMBERS*

(1) Staff members shall enjoy the following privileges and immunities:

- (a) Immunity from jurisdiction, even after they have left the service of INMARSAT, in respect of acts, including words spoken or written, done by them in the exercise of their official functions; this immunity shall not, however, apply in the case of a traffic offence committed by a staff member, or in the case of damage caused by a motor vehicle or other means of transport belonging to or driven by him;
- (b) Exemption, together with members of their families forming part of their respective households, from any obligations in respect of national service, including military service;
- (c) Inviolability for all their official papers related to the exercise of their functions within the scope of the official activities of INMARSAT;
- (d) Exemption, together with members of their families forming part of their respective households, from immigration restrictions and alien registration;
- (e) The same treatment in the matter of currency and exchange control as is accorded to staff members of intergovernmental organizations;
- (f) Together with members of their families forming part of their respective households, the same facilities as to repatriation in time of international crisis as are accorded to staff members of intergovernmental organizations;
- (g) The right to import free of duty their furniture and personal effects, including a motor vehicle, at the time of first taking up their post in the State concerned, and the right to export them free of duty on termination of their functions in that State, in both cases in accordance with the laws and regulations of the State concerned. However, except in accordance with such laws and regulations, goods which have been exempted under this sub-paragraph shall not be transferred, hired out or lent, permanently or temporarily, or sold.

(2) Salaries and emoluments paid by INMARSAT to staff members shall be exempt from income tax from the date upon which such staff members have begun to be liable for a tax imposed on their salaries by INMARSAT for the latter's benefit. Parties to the Protocol may take these salaries and emoluments into account for the purpose of assessing the amount of taxes to be applied to income from other sources. Parties to the Protocol are not required to grant exemption from income tax in respect of pensions and annuities paid to former staff members.

(3) Provided that staff members are covered by an INMARSAT social security scheme, INMARSAT and its staff members shall be exempt from all compulsory contributions to national social security schemes. This exemption does not preclude any voluntary participation in a national social security scheme in accordance with the law of the Party to the Protocol concerned; neither does it oblige a Party to the Protocol to make payments of benefits under social security schemes to staff members who are exempt under the provisions of this paragraph.

(4) The Parties to the Protocol shall not be obliged to accord to their nationals or permanent residents the privileges and immunities referred to in sub-paragraphs (b), (d), (e), (f) and (g) of paragraph (1).

#### *Article 8. DIRECTOR GENERAL*

(1) In addition to the privileges and immunities provided for staff members under Article 7, the Director General shall enjoy:

- (a) Immunity from arrest and detention;
- (b) Immunity from civil and administrative jurisdiction and execution enjoyed by diplomatic agents, except in the case of damage caused by a motor vehicle or other means of transport belonging to or driven by him;
- (c) Full immunity from criminal jurisdiction, except in the case of a traffic offence caused by a motor vehicle or other means of transport belonging to, or driven by him, subject to sub-paragraph (a) above.

(2) The Parties to the Protocol shall not be obliged to accord to their nationals or permanent residents the immunities referred to in this Article.

#### *Article 9. REPRESENTATIVES OF PARTIES*

(1) Representatives of the Parties to the Protocol and representatives of the Headquarters Party shall enjoy, while exercising their official functions and in the course of their journeys to and from their place of meeting, the following privileges and immunities:

- (a) Immunity from any form of arrest or detention pending trial;
- (b) Immunity from jurisdiction, even after the termination of their mission, in respect of acts, including words spoken or written, done by them in the exercise of their official functions; however, there shall be no immunity in the case of a traffic offence committed by a representative, or in the case of damage caused by a motor vehicle or other means of transport belonging to or driven by him;
- (c) Inviolability for all their official papers;
- (d) Exemption, together with members of their families forming part of their respective households, from immigration restrictions and alien registration;
- (e) The same treatment in the matter of currency and exchange control as is accorded to representatives of foreign governments on temporary official missions;

(f) The same treatment in the matter of customs as regards their personal luggage as is accorded to representatives of foreign governments on temporary official missions.

(2) The provisions of paragraph (1) shall not apply in relations between a Party to the Protocol and its representatives. Further, the provisions of paragraphs (a), (d), (e) and (f) of paragraph (1) shall not apply in relations between a Party to the Protocol and its nationals or permanent residents.

#### *Article 10. REPRESENTATIVES OF SIGNATORIES*

(1) Representatives of Signatories and representatives of the Signatory of the Headquarters Party shall, while exercising their official functions in relation to the work of INMARSAT and in the course of their journeys to and from their place of meeting, enjoy the following privileges and immunities:

- (a) Immunity from jurisdiction, even after the termination of their mission, in respect of acts, including words spoken or written, done by them in the exercise of their official functions; however, there shall be no immunity in the case of a traffic offence committed by a representative, or in the case of damage caused by a motor vehicle or other means of transport belonging to or driven by him;
- (b) Inviolability for all their official papers;
- (c) Exemption, together with members of their families forming part of their respective households, from immigration restrictions and alien registration.

(2) The provisions of paragraph (1) shall not apply in relations between a Party to the Protocol and the representative of the Signatory designated by it. Further, the provisions of subparagraph (c) of paragraph (1) shall not apply in relations between a Party to the Protocol and its nationals or permanent residents.

#### *Article 11. EXPERTS*

(1) Experts, while exercising their official functions in relation to the work of INMARSAT, and in the course of their journeys to and from the place of their missions, shall enjoy the following privileges and immunities:

- (a) Immunity from jurisdiction, even after the termination of their mission, in respect of acts, including words spoken or written, done by them in the exercise of their official functions; however, there shall be no immunity in the case of damage caused by a motor vehicle or other means of transport belonging to or driven by him;
- (b) Inviolability for all their official papers;
- (c) The same treatment in the matter of currency and exchange control as is accorded to the staff members of intergovernmental organizations;
- (d) Exemption, together with members of their families forming part of their respective households, from immigration restrictions and alien registration;
- (e) The same facilities as regards their personal luggage as are accorded to experts of other intergovernmental organizations.

(2) The parties to the Protocol shall not be obliged to accord to their nationals or permanent residents the privileges and immunities referred to in sub-paragraphs (c), (d), and (e) of paragraph (1).

*Article 12. NOTIFICATION OF STAFF MEMBERS AND EXPERTS*

The Director General of INMARSAT shall at least once every year notify the Parties to the Protocol of the names and nationalities of the staff members and experts to whom the provisions of Articles 7, 8 and 11 apply.

*Article 13. WAIVER*

(1) The privileges, exemptions and immunities provided for in this Protocol are not granted for the personal benefit of individuals but for the efficient performance of their official functions.

(2) If, in the view of the authorities listed below, privileges and immunities are likely to impede the course of justice, and in all cases where they may be waived without prejudice to the purposes for which they have been accorded, these authorities have the right and duty to waive such privileges and immunities:

- (a) The Parties to the Protocol in respect of their representatives and representatives of their Signatories;
- (b) The Council in respect of the Director General of INMARSAT;
- (c) The Director General of INMARSAT in respect of staff members and experts;
- (d) The Assembly, convened if necessary in extraordinary session, in respect of INMARSAT.

*Article 14. ASSISTANCE TO INDIVIDUALS*

The Parties to the Protocol shall take all appropriate measures to facilitate entry, stay and departure of representatives, staff members and experts.

*Article 15. OBSERVANCE OF LAWS AND REGULATIONS*

INMARSAT, and all persons enjoying privileges and immunities under this Protocol, shall, without prejudice to the other provisions thereof, respect the laws and regulations of the Parties to the Protocol concerned and co-operate at all times with the competent authorities of those Parties in order to ensure the observance of their laws and regulations.

*Article 16. PRECAUTIONARY MEASURES*

Each Party to the Protocol retains the right to take all precautionary measures necessary in the interest of its security.

*Article 17. SETTLEMENT OF DISPUTES*

Any dispute between Parties to the Protocol or between INMARSAT and a Party to the Protocol concerning the interpretation or application of the Protocol shall be settled by negotiation or by some other agreed method. If the dispute is not settled within twelve (12) months, the parties concerned may, by common agreement, refer the dispute for decision to a tribunal of three arbitrators. One of the arbitrators shall be chosen by each of the parties to the dispute, and the third, who shall be the Chairman of the tribunal, shall be chosen by the first two arbitrators. Should the first two arbitrators fail to agree upon the third within two months of their own appointment, the third arbitrator shall be chosen by the President of the International Court of Justice. The tribunal shall adopt its own procedures and its decisions shall be final and binding on the parties to the dispute.



*Article 18. COMPLEMENTARY AGREEMENTS*

INMARSAT may conclude with any Party to the Protocol complementary agreements to give effect to the provisions of this Protocol as regards such Party to the Protocol to ensure the efficient functioning of INMARSAT.

*Article 19. SIGNATURE, RATIFICATION AND ACCESSION*

(1) This Protocol shall be open for signature at London from 1 December 1981 to 31 May 1982.

(2) All Parties to the Convention, other than the Headquarters Party, may become Parties to this Protocol by:

- (a) Signature not subject to ratification, acceptance or approval; or
- (b) Signature subject to ratification, acceptance or approval, followed by ratification, acceptance or approval; or
- (c) Accession.

(3) Ratification, acceptance, approval or accession shall be effected by the deposit of the appropriate instrument with the Depository.

(4) Reservations to this Protocol may be made in accordance with international law.

*Article 20. ENTRY INTO FORCE AND DURATION OF PROTOCOL*

(1) This Protocol shall enter into force on the thirtieth day after the date on which ten Parties to the Convention have fulfilled the requirements of paragraph (2) of Article 19.

(2) This Protocol shall cease to be in force if the Convention ceases to be in force.

*Article 21. ENTRY INTO FORCE AND DURATION FOR A STATE*

(1) For a State which has fulfilled the requirements of paragraph (2) of Article 19 after the date of entry into force of this Protocol, the Protocol shall enter into force on the thirtieth day after the date of signature or of the deposit of such instrument with the Depository respectively.

(2) Any Party to the Protocol may denounce this Protocol by giving written notice to the Depository. The denunciation shall become effective twelve (12) months after the date of receipt of the notice by the Depository or such longer period as may be specified in the notice.

(3) A Party to the Protocol shall cease to be a Party to the Protocol on the date that it ceases to be a Party to the Convention.

*Article 22. DEPOSITORY*

(1) The Director General of INMARSAT shall be the Depository of this Protocol.

(2) The Depository shall, in particular, promptly notify all Parties to the Convention of:

- (a) Any signature of the Protocol;

- (b) The deposit of any instrument of ratification, acceptance, approval or accession;
- (c) The date of entry into force of this Protocol;
- (d) The date when a State has ceased to be a Party to this Protocol;
- (e) Any other communications relating to this Protocol.

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

*Article 23. AUTHENTIC TEXTS*

This Protocol is established in a single original in the English, French, Russian and Spanish languages, all the texts being equally authentic, and shall be deposited with the Director General of INMARSAT who shall send a certified copy to each Party to the Convention.

IN WITNESS WHEREOF the undersigned, duly authorized for that purpose by their respective Governments, have signed this Protocol.

DONE at London this first day of December one thousand nine hundred and eighty-one.