

**PROTOCOL ON
INTELSAT PRIVILEGES, EXEMPTIONS AND IMMUNITIES
WASHINGTON, 19.5.1978**

PREAMBLE

The States Parties to this Protocol,

Considering that paragraph (c) of Article XV of the Agreement relating to the International Telecommunications Satellite Organization (INTELSAT) provides that each Party, including the Party in whose territory the headquarters of INTELSAT is located, shall grant appropriate privileges, exemptions and immunities;

Considering that INTELSAT has concluded a Headquarters Agreement with the Government of the United States of America, which entered into force on 24 November 1976;

Considering that paragraph (c) of Article XV of the Agreement relating to INTELSAT provides for the conclusion by the Parties, other than the one in whose territory the INTELSAT Headquarters is located, of a Protocol covering privileges, exemptions and immunities;

Affirming that the purpose of the privileges, exemptions and immunities covered by this Protocol is to ensure the efficient performance of the functions of INTELSAT;

Have Agreed as follows:

ARTICLE 1

Use of Terms

For the purposes of this Protocol:

- (a) "Agreement" means the Agreement Relating to the International Telecommunications Satellite Organization (INTELSAT), including its Annexes, opened for signature by Governments at Washington on August 20, 1971;
- (b) "Operating Agreement" means the agreement, including its Annexes, opened for signature at Washington on August 20, 1971 by Governments or telecommunications entities designated by Governments;
- (c) "INTELSAT Agreements" means the Agreement and the Operating Agreement referred to in (a) and (b) above;
- (d) "INTELSAT Party" means a State for which the Agreement is in force;

- (e) "INTELSAT Signatory " means an INTELSAT Party, or the telecommunications entity designated by an INTELSAT Party, for which the Operating Agreement is in force;
- (f) "Contracting Party" means an INTELSAT Party for which this Protocol has entered into force;
- (g) "Staff members of INTELSAT" means the Director General and those staff members of the Executive Organ holding regular or fixed-term appointments for a minimum of one year and who are employed on a full-time basis within the Organization, other than persons in the domestic service of INTELSAT;
- (h) "Representatives of Parties" means representatives of INTELSAT Parties and in each case means heads of delegations, their alternates and advisers;
- (i) "Representatives of Signatories" means representatives of INTELSAT Signatories and in each case means heads of delegations, their alternates and advisers;
- (j) "Property" includes every subject of whatever nature to which a right of ownership can attach, as well as contractual rights;
- (k) "Archives" includes all records, correspondence, documents, manuscripts, photographs, films, optical and magnetic recordings belonging to or held by INTELSAT.

CHAPTER I : INTELSAT'S PROPERTY AND OPERATIONS

ARTICLE 2

Inviolability of Archives

The archives of INTELSAT shall be inviolable wherever located.

ARTICLE 3

Immunity from Jurisdiction and Execution

1. Within the scope of its activities authorized by the INTELSAT Agreements, INTELSAT shall have immunity from jurisdiction and immunity from execution except:

- (a) to the extent that the Director General shall have expressly waived such immunity from jurisdiction or immunity from execution in a particular case;
- (b) in respect of its commercial activities,

- (c) in respect of 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, INTELSAT, or in respect of a traffic offence involving such a vehicle;
- (d) in the event of the attachment, pursuant to a decision by the judicial authorities, of the salaries and emoluments owed by INTELSAT to a staff member;
- (e) in respect of a counter-claim directly connected with proceedings initiated by INTELSAT; or
- (f) in respect of the enforcement of an arbitration award made under XVIII of the Agreement or Article 20 of the Operating Agreement.

2. The property of INTELSAT, wherever located and by whomsoever held, shall be immune:

- (a) from any form of search, requisition, confiscation and sequestration;
- (b) from expropriation, except that real property may be expropriated for public purposes and subject to prompt payment of fair compensation;
- (c) from any form of administrative or provisional judicial constraint, except insofar as may be temporarily necessary in connection with the prevention and investigation of accidents involving motor vehicles or other means of transport belonging to, or operated on behalf of, INTELSAT.

ARTICLE 4

Fiscal and Customs Provisions

1. Within the scope of its activities authorized by the INTELSAT Agreements, INTELSAT and its property shall be exempt from all national income and direct national property taxation.

2. When the price of communications satellites purchased by INTELSAT and of components and parts for such satellites to be launched for use in the global system includes taxes or duties of such a nature that they are normally incorporated in such price, the Contracting Party that has levied the taxes or duties shall take appropriate measures to remit or reimburse to INTELSAT the amount of the identifiable taxes or duties.

3. INTELSAT shall be exempt from customs duties and other taxes, prohibitions or restrictions imposed by reason of the import or export of communications satellites and components and parts for such satellites to be launched for use in the global system. The Contracting Parties should take all appropriate steps to facilitate customs clearance.

4. The provisions of paragraphs 1, 2 and 3 shall not apply to taxes or duties which are in fact no more than charges for specific services rendered.

5. Goods belonging to INTELSAT which have been exempted under paragraphs 2 or 3 shall not be transferred, hired out or lent, permanently or temporarily, except in accordance with the domestic laws of the Contracting Party which granted the exemption.

ARTICLE 5

Communications

With regard to its official communications and the transfer of all its documents, INTELSAT shall enjoy in the territory of each Contracting Party treatment not less favourable than that accorded to other intergovernmental non-regional 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 conventions, regulations and arrangements to which that Contracting Party is a party. No censorship shall be applied to official communications of INTELSAT by whatever means of communication.

ARTICLE 6

Restrictions

Within the scope of its activities authorized by the INTELSAT Agreements, the funds held by INTELSAT shall not be restricted by controls, restrictions, regulations or moratoria of any kind, provided that operations involving those funds comply with the laws of the Contracting Party.

CHAPTER II : STAFF MEMBERS OF INTELSAT

ARTICLE 7

1. The staff members of INTELSAT shall enjoy the following privileges, exemptions and immunities :

- (a) immunity from jurisdiction, even after they have left the service of INTELSAT, in respect of acts, including Words written and spoken, done by them in the exercise of their official functions and within the limits of their duties. However, there shall be no immunity in respect of 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 driven by them, or in respect of a traffic offence involving such a vehicle and committed by them;
- (b) inviolability for official documents and papers related to the performance of their functions within the scope of the activities of INTELSAT;

- (c) exemption from national service obligations;
- (d) together with members of their families forming part of their households, the same immunity from restrictions on admission, alien registration and departure formalities, as well as the same repatriation facilities in time of international crisis, as are normally accorded to staff members of intergovernmental organizations;
- (e) exemption from all national income tax on their salaries and emoluments paid to them by INTELSAT, excluding pensions and other similar benefits paid by INTELSAT. The Contracting Parties reserve the right to take those salaries and emoluments into account when assessing the amount of tax to be applied to income from other sources;
- (f) the same treatment in the matter of currency and exchange control as is normally accorded to staff members of intergovernmental organizations;
- (g) the right to import free of customs duties and other customs charges (except payment for services rendered), their furniture and personal effects, including a motor vehicle, at the time of taking up their post in the territory of a Contracting Party, and the right to export them free of duty upon termination of their functions, subject to the conditions laid down by the laws of the Contracting Party concerned.

2. Goods belonging to staff members which have been exempted under paragraph 1(g) shall not be transferred, hired out or lent, permanently or temporarily, except in accordance with the domestic laws of the Contracting Party which granted the exemption.

3. Provided that staff members are covered by the social security scheme of INTELSAT, INTELSAT and its staff members shall be exempt from all compulsory contributions to national social security schemes, subject to agreements to be concluded with Contracting Parties concerned in accordance with Article 12. This exemption does not preclude any voluntary participation in a national social security scheme in accordance with the law of the Contracting Party concerned; neither does it require a Contracting Party to make payments of benefits under social security schemes to staff members who are exempt under the provisions of this paragraph.

4. Contracting Parties shall take all appropriate measures to facilitate entry into, stay in, or departure from their territories of staff members of INTELSAT.

5. The Contracting Parties shall not be obliged to accord to their nationals or permanent residents the privileges, exemptions and immunities referred to in paragraphs 1(c), (d), (e), (f) and (g) and in paragraph 3.

6. The Director General of INTELSAT shall notify the Contracting Parties concerned of the names of the staff members to whom the provision of this Article shall apply. The Director General shall also notify without delay the Contracting Party which grants the exemption provided for under paragraph 1(d) of this Article of the completion of the official functions of any staff members in the territory of that Contracting Party.

CHAPTER III : REPRESENTATIVES OF INTELSAT PARTIES AND SIGNATORIES AND PERSONS PARTICIPATING IN ARBITRATION PROCEEDINGS

ARTICLE 8

1. Representatives of INTELSAT Parties at meetings called by or held under the auspices of INTELSAT shall, in the exercise of their functions, and during their journeys to and from the place of meeting, enjoy the following privileges and immunities:

- (a) immunity from jurisdiction, even after termination of their mission, in respect of acts, including words written and spoken, done by them in the exercise of their official functions and within the limits of their duties. However, there shall be no immunity in respect of 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 driven by them, or in respect of a traffic offence involving such a vehicle and committed by them;
- (b) inviolability for all their official documents and papers;
- (c) together with members of their families forming part of their households, the same immunity from restrictions on admission, alien registration and departure formalities as is normally accorded to staff members of intergovernmental organizations; provided that no Contracting Party shall be obliged to apply this provision to its permanent residents.

2. Representatives of Signatories at meetings called by or held under the auspices of INTELSAT shall, in the exercise of their functions, and during their journeys to and from the place of meeting, enjoy the following privileges and immunities:

- (a) inviolability for official documents and papers related to the performance of their functions within the scope of the activities of INTELSAT;
- (b) together with members of their families forming part of their households, the same immunity from restrictions on admission, alien registration and departure formalities as is normally accorded to staff members of intergovernmental organizations; provided that no Contracting Party shall be obliged to apply this provision to its permanent residents.

3. The members of an arbitral tribunal and witnesses before that tribunal participating in arbitration proceedings in accordance with Annex C of the Agreement shall, in the exercise of their functions, and during their journeys to and from the place of meeting, enjoy the privileges and immunities referred to in paragraphs 1(a), (b) and (c).

4. No Contracting Party shall be obliged to accord to its own nationals or to its own representatives the privileges and immunities referred to in paragraphs 1 and 2.

CHAPTER IV : WAIVER

ARTICLE 9

The privileges, exemptions and immunities provided for in this Protocol are not granted for the personal benefit of individuals. If such privileges, exemptions and immunities are likely to impede the course of justice, and in all cases where they may be waived without prejudice to the efficient performance of the functions of INTELSAT, the authorities set forth below shall agree to waive such privileges, exemptions and immunities :

- (a) the Contracting Parties, with respect to their representatives and the representatives of their Signatories;
- (b) the Board of Governors, with respect to the Director General of INTELSAT;
- (c) the Director General of INTELSAT, with respect to INTELSAT and the other staff members;
- (d) the Board of Governors, with respect to the persons participating in arbitration proceedings referred to in paragraph 3 of Article 8.

CHAPTER V : GENERAL PROVISIONS

ARTICLE 10

Precautionary Measures

Each Contracting Party reserves the right to take all necessary measures in the interests of its security.

ARTICLE 11

Co-operation with the Contracting Parties

INTELSAT and its staff members shall co-operate at all times with the competent authorities of the Contracting Parties concerned, in order to facilitate the proper administration of justice, to ensure the observance of the laws and regulations of the Contracting Parties concerned and to prevent any abuse of the privileges, exemptions and immunities provided for in this Protocol.

ARTICLE 12

Complementary Arrangements

INTELSAT may conclude with one or more Contracting Parties complementary arrangements to give effect to the provisions of this Protocol as regards such Contracting Party or Contracting Parties, and other arrangements to ensure the efficient functioning of INTELSAT.

ARTICLE 13

Settlement of Disputes

Any dispute between INTELSAT and a Contracting Party or between Contracting Parties concerning the interpretation or application of this Protocol which is not settled by negotiation or by some other agreed method shall be referred for final decision to a tribunal of three arbitrators. One of these arbitrators shall be chosen by each of the parties to the dispute within sixty (60) days of the notification by one party to the other of its intention to refer the dispute to arbitration. The third arbitrator, 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 sixty (60) days of the date of the appointment of the second arbitrator, the third arbitrator shall be chosen by the Secretary General of the United Nations.

CHAPTER VI : FINAL PROVISIONS

ARTICLE 14

1. This Protocol shall be open for signature until 20 November 1978 by INTELSAT Parties other than the Party in whose territory the headquarters is located.
2. This Protocol shall be subject to ratification, acceptance or approval. The instruments of ratification, acceptance or approval shall be deposited with the Director General of INTELSAT.

3. This Protocol shall be open for accession by the INTELSAT Parties referred to in paragraph 1 of this Article. Instruments of accession shall be deposited with the Director General of INTELSAT.

ARTICLE 15

Any INTELSAT Party may, at the time of depositing its instrument of ratification, acceptance, approval or accession, make reservations to any provision of this Protocol. Reservations may be withdrawn at any time by a statement to that effect addressed to the Director General of INTELSAT. Unless the statement indicates otherwise, a withdrawal shall take effect upon its receipt by the Director General.

ARTICLE 16

1. This Protocol shall enter into force on the thirtieth day after the date of deposit of the twelfth instrument of ratification, acceptance, approval or accession.

2. For each State ratifying, accepting, approving or acceding to this Protocol after the deposit of the twelfth instrument of ratification, acceptance, approval or accession, this Protocol shall enter into force on the thirtieth day after that State shall have deposited its instrument of ratification, acceptance, approval or accession.

ARTICLE 17

1. This Protocol shall remain in force until the expiry of the Agreement.

2. Any Contracting Party may denounce this Protocol by giving written notice to the Director General of INTELSAT. Such denunciation shall become effective six months after the date of receipt of the notice by the Director General of INTELSAT.

3. Withdrawal from the Agreement by any INTELSAT Party, in accordance with the provisions of Article XVI of the Agreement, shall imply denunciation by that State of this Protocol.

ARTICLE 18

1. The Director General of INTELSAT shall notify all States which have signed, or acceded to, this Protocol of the deposit of each instrument of ratification, acceptance, approval or accession, of the entry into force of this Protocol and of any other communications relating to this Protocol.

2. Upon entry into force of this Protocol, the Director General of INTELSAT shall register it with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations.

3. The original copy of this Protocol, of which the English, French and Spanish texts are equally authentic, shall be deposited with the Director General of INTELSAT, who shall transmit certified copies of the texts to INTELSAT Parties.

In witness whereof the undersigned Plenipotentiaries, duly authorized by their respective Governments, have signed this Protocol.

Done at Washington, on the 19th day of May 1978.