



ع.ر/19/2023/م-1

مركز بحوث وتطوير الهيدروجين

تجميع اوراق بحوث الهيدروجين

المرجع المستعمل في هذا التجميع اوراق بحوث (مؤلف) ك.ر

مركز بحوث وتطوير الهيدروجين، مركز بحوث وتطوير الهيدروجين

مركز بحوث وتطوير الهيدروجين، مركز بحوث وتطوير الهيدروجين

مؤلف

مركز بحوث وتطوير الهيدروجين: M19/KG/2023/01

20 نوفمبر 2023

تاریخ و دستخط

دستیخطی سرگرمی

ایزاک پیر
اسپرینٹنڈنٹ سرگرمی



ایم پی سی سکریٹری
دستیخطی سرگرمی



دستیخطی

ایم ڈی ایم سی
دستیخطی سرگرمی
اسپرینٹنڈنٹ سرگرمی



ایچ ڈی ایم سی
دستیخطی سرگرمی
اسپرینٹنڈنٹ سرگرمی



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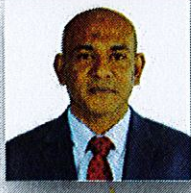


ایزاک پیر
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اسپرینٹنڈنٹ سرگرمی



دستیخطی

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اسپرینٹنڈنٹ سرگرمی



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5 ١٩٤٤

6 ١٩٤٤

12 ١٩٤٤

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١٩٤٤

٢ - ١٩٤٤ ١٩٤٤



Handwritten signature in blue ink.

මෙහි දැක්වෙන්නා වූ ආයතනවලට අයත්ව පවතින සියලුම පුද්ගලයන්ගේ සහ සංවිධානවල සාමාජිකයන්ගේ පිළිගැනීමේදී සමාන විය යුතු බවට අවධානය යොමු කළ යුතුය. එමෙන්ම සියලුම පුද්ගලයන්ගේ සහ සංවිධානවල සාමාජිකයන්ගේ අයිතිවාසිකම් සුරැකිව පවතින බවට අවධානය යොමු කළ යුතුය.

• 93 වන කොටසේ (ර) වග, ප්‍රධාන කොමසාරිස්වරයා, පුද්ගලයන්ගේ සහ සංවිධානවල සාමාජිකයන්ගේ අයිතිවාසිකම් සුරැකිව පවතින බවට අවධානය යොමු කළ යුතුය. එමෙන්ම සියලුම පුද්ගලයන්ගේ සහ සංවිධානවල සාමාජිකයන්ගේ අයිතිවාසිකම් සුරැකිව පවතින බවට අවධානය යොමු කළ යුතුය. එමෙන්ම සියලුම පුද්ගලයන්ගේ සහ සංවිධානවල සාමාජිකයන්ගේ අයිතිවාසිකම් සුරැකිව පවතින බවට අවධානය යොමු කළ යුතුය.

• අධිකාරියේ සේවයේ යෙදවීමේදී සමාන විය යුතු බවට අවධානය යොමු කළ යුතුය. එමෙන්ම සියලුම පුද්ගලයන්ගේ සහ සංවිධානවල සාමාජිකයන්ගේ අයිතිවාසිකම් සුරැකිව පවතින බවට අවධානය යොමු කළ යුතුය. එමෙන්ම සියලුම පුද්ගලයන්ගේ සහ සංවිධානවල සාමාජිකයන්ගේ අයිතිවාසිකම් සුරැකිව පවතින බවට අවධානය යොමු කළ යුතුය.

• 115 වන කොටසේ (ඉ) වග, 1 වන වග, පුද්ගලයන්ගේ සහ සංවිධානවල සාමාජිකයන්ගේ අයිතිවාසිකම් සුරැකිව පවතින බවට අවධානය යොමු කළ යුතුය. එමෙන්ම සියලුම පුද්ගලයන්ගේ සහ සංවිධානවල සාමාජිකයන්ගේ අයිතිවාසිකම් සුරැකිව පවතින බවට අවධානය යොමු කළ යුතුය. එමෙන්ම සියලුම පුද්ගලයන්ගේ සහ සංවිධානවල සාමාජිකයන්ගේ අයිතිවාසිකම් සුරැකිව පවතින බවට අවධානය යොමු කළ යුතුය.



۱. ۱۴۰۲/۰۲/۲۰ تا ۱۴۰۲/۰۲/۲۳ (۳ روزه) در خصوص برگزاری آزمون استخدامی
 ۲. ۱۴۰۲/۰۲/۲۰ تا ۱۴۰۲/۰۲/۲۳ (۳ روزه) در خصوص برگزاری آزمون استخدامی
 ۳. ۱۴۰۲/۰۲/۲۰ تا ۱۴۰۲/۰۲/۲۳ (۳ روزه) در خصوص برگزاری آزمون استخدامی

۴. ۱۴۰۲/۰۲/۲۰ تا ۱۴۰۲/۰۲/۲۳ (۳ روزه) در خصوص برگزاری آزمون استخدامی

۵. ۱۴۰۲/۰۲/۲۰ تا ۱۴۰۲/۰۲/۲۳ (۳ روزه) در خصوص برگزاری آزمون استخدامی

✓	۱۴۰۲/۰۲/۲۰ تا ۱۴۰۲/۰۲/۲۳	-	۱۴۰۲/۰۲/۲۰ تا ۱۴۰۲/۰۲/۲۳	S	@	۱۴۰۲/۰۲/۲۰ تا ۱۴۰۲/۰۲/۲۳	0	۱۴۰۲/۰۲/۲۰ تا ۱۴۰۲/۰۲/۲۳
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14.02.2023	1	0:10	✓	✓	-	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
20.02.2023	2	0:13	✓	✓	✓	✓	✓	@	-	✓	✓	✓	✓	✓	✓
مجموعاً	2	0:23	2	2	1	2	2	2	2	1	2	2	2	2	2



2-2

1. The Government of Karnataka, through the Government of Karnataka, has decided to grant a concession of 10% in the price of the goods to be supplied to the Government of Karnataka.





"السيرة الذاتية" (السيرة) في
مجال التعليم، حيث تهتم بالصفات الشخصية
والأدائية، والتي تساهم في
التفهم والتقدير للهدف.
السيرة الذاتية هي وصف للصفات
والأدائية التي تجعل الفرد
فرداً فريداً.

9 من جمادى الآخرة 1444
31 من شهر ربيع الثاني 2023

مدير

السيد / د. محمد بن عبد العزيز بن سعود



مدير عام
وزارة
التربية والتعليم



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2021

دېرسونچې پر آډو چې څرگندويښتونه او نورو سېټونو لخوا لاسليك شوي
د
پروفېسورين.
د

په پښتانه ښوونځيو كې د ښوونكيانو او ښوونكيانو د ښوونې لارښوونو لړۍ

1. ښوونكي

"په پښتانه ښوونځيو كې د ښوونكيانو او ښوونكيانو د ښوونې لارښوونو لړۍ (په 2019) د پروفېسورين او پروفېسورين لخوا لاسليك شوي،

دېرسونچې پر آډو چې څرگندويښتونه او نورو سېټونو لخوا لاسليك شوي او پروفېسورين لخوا لاسليك شوي.

2. لاسليك شوي ښوونكي او ښوونكي

دېرسونچې پر آډو چې څرگندويښتونه او نورو سېټونو لخوا لاسليك شوي

3. په پښتانه ښوونځيو كې د ښوونكيانو او ښوونكيانو د ښوونې لارښوونو لړۍ

"په پښتانه ښوونځيو كې د ښوونكيانو او ښوونكيانو د ښوونې لارښوونو لړۍ (په 2019) د پروفېسورين او پروفېسورين لخوا لاسليك شوي،

په پښتانه ښوونځيو كې د ښوونكيانو او ښوونكيانو د ښوونې لارښوونو لړۍ (په 2019) د پروفېسورين او پروفېسورين لخوا لاسليك شوي،

دېرسونچې پر آډو چې څرگندويښتونه او نورو سېټونو لخوا لاسليك شوي او پروفېسورين لخوا لاسليك شوي،

دېرسونچې پر آډو چې څرگندويښتونه او نورو سېټونو لخوا لاسليك شوي او پروفېسورين لخوا لاسليك شوي،

دېرسونچې پر آډو چې څرگندويښتونه او نورو سېټونو لخوا لاسليك شوي او پروفېسورين لخوا لاسليك شوي،

دېرسونچې پر آډو چې څرگندويښتونه او نورو سېټونو لخوا لاسليك شوي او پروفېسورين لخوا لاسليك شوي،

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دېرسونچې پر آډو چې څرگندويښتونه او نورو سېټونو لخوا لاسليك شوي او پروفېسورين لخوا لاسليك شوي،

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دېرسونچې پر آډو چې څرگندويښتونه او نورو سېټونو لخوا لاسليك شوي او پروفېسورين لخوا لاسليك شوي،



(تعمیراتی منصوبہ و ترمیمی) کیلئے ایس ڈی اے کے ذریعے رقم 5493/- (پانچ سو چالیس سو تیس روپے) کی رقم کی فراہمی کے لئے درخواستیں جمع کرائی گئی ہیں۔
ایس ڈی اے کی طرف سے منظور شدہ رقم 2022 کے تحت درخواستیں جمع کرائی گئی ہیں۔ 4910/- (تعمیراتی منصوبہ و ترمیمی) کی رقم کی فراہمی کے لئے درخواستیں جمع کرائی گئی ہیں۔

پندرہ سو چالیس سو تیس روپے

ایس ڈی اے کی طرف سے منظور شدہ رقم 2022 کے تحت درخواستیں جمع کرائی گئی ہیں۔ 4910/- (تعمیراتی منصوبہ و ترمیمی) کی رقم کی فراہمی کے لئے درخواستیں جمع کرائی گئی ہیں۔

ایس ڈی اے کی طرف سے منظور شدہ رقم

ایس ڈی اے کی طرف سے منظور شدہ رقم 2022 کے تحت درخواستیں جمع کرائی گئی ہیں۔ 4910/- (تعمیراتی منصوبہ و ترمیمی) کی رقم کی فراہمی کے لئے درخواستیں جمع کرائی گئی ہیں۔

تعمیراتی منصوبہ و ترمیمی

(تعمیراتی منصوبہ و ترمیمی)

تعمیراتی منصوبہ و ترمیمی

(تعمیراتی منصوبہ و ترمیمی)

تعمیراتی منصوبہ و ترمیمی

(تعمیراتی منصوبہ و ترمیمی)





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28-AD-1/202 /2022/1010

دیسرے پر آؤں کے لئے
ڈیو
مقرر کیا گیا

دیسرے پر آؤں کے لئے ڈیو سہولتوں کے لئے مقرر کیا گیا ہے۔
ڈیو سہولتوں کے لئے مقرر کیا گیا ہے۔

یہ دوسرے پر آؤں کے لئے 472/28/2021/04 (23 دسمبر 2022) سے جاری ہے۔

یہ دوسرے پر آؤں کے لئے ڈیو سہولتوں کے لئے مقرر کیا گیا ہے۔
یہ دوسرے پر آؤں کے لئے ڈیو سہولتوں کے لئے مقرر کیا گیا ہے۔
یہ دوسرے پر آؤں کے لئے ڈیو سہولتوں کے لئے مقرر کیا گیا ہے۔

یہ دوسرے پر آؤں کے لئے ڈیو سہولتوں کے لئے مقرر کیا گیا ہے۔

1443

14 دسمبر 2022

ڈیو

Hamid Samad

ڈیو

دیسرے پر آؤں کے لئے ڈیو سہولتوں کے لئے مقرر کیا گیا ہے۔

دیسرے پر آؤں کے لئے ڈیو سہولتوں کے لئے مقرر کیا گیا ہے۔

ڈیو

مقرر کیا گیا



**AMENDMENTS TO THE CONVENTION ON THE INTERNATIONAL MOBILE
SATELLITE ORGANIZATION ADOPTED AT THE TWENTIETH SESSION OF
THE ASSEMBLY**

**AMENDEMENTS À LA CONVENTION PORTANT CRÉATION DE L'ORGANISATION
INTERNATIONALE DE TÉLÉCOMMUNICATIONS MOBILES PAR
SATELLITES ADOPTÉS À LA VINGTIÈME SESSION DE L'ASSEMBLÉE**

**ПОПРАВКИ К КОНВЕНЦИИ О
МЕЖДУНАРОДНОЙ ОРГАНИЗАЦИИ ПОДВИЖНОЙ СПУТНИКОВОЙ СВЯЗИ,
ОДОБРЕННЫЕ НА ДВАДЦАТОЙ СЕССИИ АССАМБЛЕИ**

**ENMIENDAS AL CONVENIO CONSTITUTIVO DE LA
ORGANIZACIÓN INTERNACIONAL DE TELECOMUNICACIONES
MÓVILES POR SATÉLITE
TAL COMO SE CONVINO EN LA VIGÉSIMA ASAMBLEA**



**AMENDMENTS TO THE CONVENTION ON THE
INTERNATIONAL MOBILE SATELLITE ORGANIZATION
ADOPTED AT THE TWENTIETH SESSION OF THE ASSEMBLY**

The second paragraph of the Preamble is replaced by the following text:

CONSIDERING ALSO 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, concluded on 27 January 1967, and in particular Article 1, which states that outer space shall be used for the benefit and in the interests of all countries,

The fourth and fifth paragraphs of the Preamble are replaced by the following text:

BEARING IN MIND that the International Maritime Satellite Organization (INMARSAT) has, in accordance with its original purpose, established a global mobile satellite communications system for maritime communications, including distress and safety communications capabilities which are specified in the International Convention for the Safety of Life at Sea, 1974, as amended from time to time, and the Radio Regulations specified in the Constitution and the Convention of the International Telecommunication Union, as amended from time to time, as meeting certain radiocommunications requirements of the Global Maritime Distress and Safety System (GMDSS),

RECALLING that INMARSAT has extended its original purpose by providing aeronautical and land mobile satellite communications, including aeronautical satellite communications for air traffic management and aircraft operational control (aeronautical safety services), and is also providing radiodetermination services,

The sixth, seventh and eighth paragraphs of the Preamble are deleted.

The following new text is added as the sixth, seventh, eighth, ninth and tenth paragraphs of the Preamble:

RECALLING FURTHER that in December 1994 the Assembly decided to replace the name "International Maritime Satellite Organization (INMARSAT)" with "International Mobile Satellite Organization (Inmarsat)", and that, although these amendments did not enter formally into force, the name International Mobile Satellite Organization (Inmarsat) was used thereafter, including in the restructuring documentation,

RECOGNIZING that, in the restructuring of the International Mobile Satellite Organization, its assets, commercial operations and interests were transferred without restriction to a new commercial company, Inmarsat Ltd., while the continued provision of the GMDSS and adherence to the other public interests by the company have been secured by a mechanism for intergovernmental oversight by the International Mobile Satellite Organization (IMSO),

ACKNOWLEDGING that, by adopting IMO Assembly Resolution A.888(21), "Criteria for the Provision of Mobile-Satellite Communication Systems in the Global Maritime Distress and Safety System (GMDSS)," the International Maritime Organization (IMO) has recognized the need for IMO to have in place criteria against which to evaluate the capabilities and



performance of mobile satellite communication systems, as may be notified to IMO by Governments for possible recognition for use in the GMDSS,

ACKNOWLEDGING FURTHER that IMO has developed a "Procedure for the Evaluation and Possible Recognition of Mobile-Satellite Systems Notified for Use in the GMDSS",

ACKNOWLEDGING ALSO the desire of Parties to promote the growth of a pro-competitive market environment in the current and future provision of mobile satellite communications systems services for the GMDSS,

The ninth paragraph of the Preamble is replaced by the following text, as the eleventh paragraph:

AFFIRMING that, under such circumstances, there is a need to ensure continuity in the provision of the GMDSS through intergovernmental oversight,

The following text is added as the twelfth, thirteenth and fourteenth paragraphs of the Preamble:

ACKNOWLEDGING that IMO, through the Maritime Safety Committee (MSC) at its eighty-first session, adopted amendments to Chapter V of the International Convention for the Safety of Life at Sea, 1974 relating to the long-range identification and tracking of ships (LRIT), adopted performance standards and functional requirements for LRIT, and adopted arrangements for the timely establishment of the LRIT system,

AFFIRMING the willingness of Parties that IMSO may assume the functions and duties of the LRIT Co-ordinator, at no cost to Parties, in accordance with decisions of IMO, subject to the terms of this Convention,

ACKNOWLEDGING that the MSC, at its eighty-second session, decided to appoint IMSO as the LRIT Co-ordinator and invited IMSO to take whatever action it could in order to ensure the timely implementation of the LRIT system,



Article 1 – Definitions – sub-paragraph (b) is renumbered (c) and is replaced by the following text:

- (c) “Provider” means any entity or entities, which, through a mobile satellite communications system recognized by IMO, provides services for the GMDSS.

sub-paragraph (c) is renumbered (d)

sub-paragraph (d) is renumbered (e) and is replaced by the following text:

- (e) “Public Services Agreement” means an Agreement executed by the Organization and a Provider, as referred to in Article 5(1).

sub-paragraph (e) is renumbered (b) and is replaced by the following text:

- (b) “GMDSS” means the Global Maritime Distress and Safety System as established by IMO.

The following text is included as new sub-paragraphs (f) to (l):

- (f) “IMO” means the International Maritime Organization.
- (g) “MSC” means the Maritime Safety Committee of IMO.
- (h) “LRIT” means the long-range identification and tracking of ships as established by IMO.
- (i) “LRIT Services Agreement” means an Agreement executed by the Organization and either an LRIT Data Centre or an LRIT Data Exchange, or other relevant entities, as referred to in Article 7.
- (j) “LRIT Data Centre” means a national, regional, co-operative or international data centre operating in conformity with requirements adopted by IMO in relation to LRIT.
- (k) “LRIT Data Exchange” means a data exchange operating in conformity with requirements adopted by IMO in relation to LRIT.
- (l) “LRIT Co-ordinator” means the Co-ordinator for the LRIT system appointed by the MSC.



Article 2 - Establishment of the Organization – is replaced by the following text:

The International Mobile Satellite Organization (IMSO), herein referred to as “the Organization”, is hereby established.

Article 3 – Purpose – is replaced by the following text:

Article 3

Primary Purpose

- (1) The Primary Purpose of the Organization is to ensure the provision, by each Provider, of maritime mobile satellite communications services for the GMDSS according to the legal framework set up by IMO.
- (2) In implementing the Primary Purpose set out in paragraph (1), the Organization shall:
 - (a) act exclusively for peaceful purposes; and
 - (b) perform the oversight functions in a fair and consistent manner among Providers.

A new Article 4 – Other Functions – is inserted, as follows:

Article 4

Other Functions

- (1) Subject to the decision of the Assembly, the Organization may assume functions and/or duties of LRIT Co-ordinator, at no cost to Parties, in accordance with the decisions of IMO.
- (2) The Organization shall continue to perform the functions and/or duties of LRIT Co-ordinator, subject to the decision of the Assembly. In performing such functions and/or duties, the Organization shall act in a fair and consistent manner.



Article 4 – Implementation of Basic Principles - is replaced by the following new Article 5 - Oversight of the GMDSS - and Article 6 – Facilitation

Article 5

Oversight of the GMDSS

- (1) The Organization shall execute a Public Services Agreement with each Provider, and shall conclude such other arrangements as may be necessary to enable the Organization to perform its oversight functions, and to report as well as make recommendations, as appropriate.
- (2) Oversight of Providers by the Organization shall be based on:
 - (a) any specific conditions or obligations imposed by IMO during, or at any stage after, the recognition and authorization of the Provider;
 - (b) relevant international regulations, standards, recommendations, resolutions and procedures relating to the GMDSS;
 - (c) the relevant Public Services Agreement and any other related arrangements concluded between the Organization and the Provider.
- (3) Each Public Services Agreement shall include, *inter alia*, general provisions, common principles and appropriate obligations for the Provider in accordance with a Reference Public Services Agreement and guidelines developed by the Assembly, including arrangements for the provision of all the information necessary for the Organization to fulfil its purpose, functions and duties, consistent with Article 3.
- (4) All Providers shall execute Public Services Agreements which shall also be executed by the Director General on behalf of the Organization. Public Services Agreements shall be approved by the Assembly. The Director General shall circulate the Public Services Agreements to all Parties. Such Agreements shall be considered approved by the Assembly unless more than one-third of the Parties submit written objections to the Director General within three months from the date of circulation.

Article 6

Facilitation

- (1) Parties shall take appropriate measures, in accordance with national laws, to enable Providers to provide GMDSS services.
- (2) The Organization, through existing international and national mechanisms dealing with technical assistance, should seek to assist Providers in their effort to ensure that all



areas, where there is a need, are provided with mobile satellite communications services, giving due consideration to the rural and remote areas.

A new Article 7 – LRIT Services Agreements – is inserted, as follows:

Article 7

LRIT Services Agreements

In order to perform its LRIT Co-ordinator functions and duties, including recovery of the costs incurred, the Organization may enter into contractual relationships, including LRIT Services Agreements, with LRIT Data Centres, LRIT Data Exchanges, or other relevant entities, on such terms and conditions as may be negotiated by the Director General, subject to oversight by the Assembly.

Article 5 - Structure – is renumbered Article 8 and sub-paragraph (b) thereof is replaced by the following text:

- (b) A Directorate, headed by a Director General.

Article 6 – Assembly – Composition and Meetings – is renumbered Article 9 and paragraph (2) thereof is replaced by the following text:

- (2) Regular sessions of the Assembly shall be held once every two years. Extraordinary sessions shall be convened upon the request of one-third of the Parties or upon the request of the Director General, or as may be provided for in the Rules of Procedure for the Assembly.

Article 7 – Assembly – Procedure – is renumbered Article 10 and paragraph (4) thereof is replaced by the following text:

- (4) A quorum for any meeting of the Assembly shall consist of a simple majority of the Parties.



Article 8 – Assembly – Functions – is renumbered Article 11 and sub-paragraphs (a), (b), (d) and (e) thereof are replaced by the following text:

- (a) to consider and review the purposes, general policy and long term objectives of the Organization and the activities of the Providers which relate to the primary purpose;
- (b) to take any steps or procedures necessary to ensure that each Provider carries out its obligation of providing maritime mobile satellite communications services for the GMDSS, including approval of the conclusion, modification and termination of Public Services Agreements;
- (d) to decide upon any amendment to this Convention pursuant to Article 20 thereof;
- (e) to appoint a Director General under Article 12 and to remove the Director General;

The following new sub-paragraphs (f), (g) and (h) are included:

- (f) to endorse the budget proposals of the Director General, and to establish procedures for the review and approval of the budget;
- (g) to consider and review the purposes, general policy and long term objectives of the Organization in the performance of the Organization's role as LRIT Co-ordinator, and to take appropriate steps necessary to ensure that the Organization performs its role as LRIT Co-ordinator;
- (h) to take any steps or procedures necessary in the negotiation and execution of LRIT Services Agreements and/or contracts, including approval of the conclusion, modification and termination of such Agreements and/or contracts; and

sub-paragraph (f) is re-numbered sub-paragraph (i)



Article 9 – Secretariat – is renumbered Article 12 and is replaced by the following title and text:

Article 12

Directorate

- (1) The term of appointment of the Director General shall be for four years or such other term as the Assembly decides.
- (2) The Director General shall serve for a maximum of two consecutive terms, unless the Assembly decides otherwise.
- (3) The Director General shall be the legal representative of the Organization and Chief Executive Officer of the Directorate, and shall be responsible to and under the direction of the Assembly.
- (4) The Director General shall, subject to the guidance and instructions of the Assembly, determine the structure, staff levels and standard terms of employment of officials and employees, and consultants and other advisers to the Directorate, and shall appoint the personnel of the Directorate.
- (5) The paramount consideration in the appointment of the Director General and other personnel of the Directorate shall be the necessity of ensuring the highest standards of integrity, competency and efficiency.
- (6) The Organization shall conclude, with any Party in whose territory the Organization establishes the Directorate, an agreement, to be approved by the Assembly, relating to any facilities, privileges and immunities of the Organization, its Director General, other officers, and representatives of Parties whilst in the territory of the host Government, for the purpose of exercising their functions. The agreement shall terminate if the Directorate is moved from the territory of the host Government.
- (7) All Parties, other than a Party which has concluded an agreement referred to in paragraph (6), shall conclude a Protocol on the privileges and immunities of the Organization, its Director General, its staff, of experts performing missions for the Organization and representatives of Parties whilst in the territory of Parties for the purposes of exercising their functions. The Protocol shall be independent of this Convention and shall prescribe the conditions for its termination.



Article 10 – Costs – is renumbered Article 13 and is replaced by the following text:

Article 13

Costs

(1) The Organization shall keep separate accounts of costs incurred for GMDSS oversight and LRIT Co-ordinator services. The Organization shall, in the Public Services Agreements, and in the LRIT Services Agreements and/or contracts, as appropriate, arrange for the costs associated with the following to be paid by the Providers and by entities with which the Organization has entered into LRIT Services Agreements and/or contracts:

- (a) the operation of the Directorate;
- (b) the holding of Assembly sessions and meetings of its subsidiary bodies;
- (c) the implementation of measures taken by the Organization in accordance with Article 5 to ensure that the Provider carries out its obligation of providing maritime mobile satellite communications services for the GMDSS; and
- (d) the implementation of measures taken by the Organization in accordance with Article 4 in its role as LRIT Co-ordinator.

(2) The costs defined in paragraph (1) shall be apportioned between all Providers and among entities with which the Organization has entered into LRIT Services Agreements and/or contracts, as appropriate, according to rules set up by the Assembly.

(3) No Party shall be obligated to pay for any costs associated with the performance by the Organization of the functions and duties of LRIT Co-ordinator by reason of its status as a Party to this Convention.

(4) Each Party shall meet its own costs of representation at Assembly sessions and meetings of its subsidiary bodies.

Article 11 – Liability – is renumbered Article 14 and is replaced by the following text:

Article 14

Liability

Parties are not, in their capacity as such, liable for the acts and obligations of the Organization or the Providers, except in relation to non-Parties or natural or juridical persons they might represent in so far as such liability may follow from treaties in force between the Party and the non-Party concerned. However, the foregoing does not preclude a Party which has been required to pay compensation under such a treaty to a non-Party or to a natural or juridical



person it might represent from invoking any rights it may have under that treaty against any other Party.

Article 12 – Legal Personality is renumbered Article 15

Article 13 – Relationship with other International Organizations - is renumbered Article 16

Article 14 – Withdrawal – is renumbered Article 21

Article 15 – Settlement of Disputes – is renumbered Article 17

Article 16 – Consent to be Bound - is renumbered Article 18

Article 17 – Entry into Force – is renumbered Article 19 and paragraph (1) thereof is amended as follows:

(1) This Convention shall enter into force sixty days after the date on which States representing 95 percent of the initial investment shares have become Parties to the Convention.

Article 18 – Amendments – is renumbered Article 20 and paragraph (1) thereof is amended as follows:

(1) An amendment to this Convention may be proposed by any Party. The proposed amendment shall be circulated by the Director General to all Parties and to Observers. The Assembly shall consider the proposed amendment not earlier than six months thereafter. This period may in any particular case be reduced by up to three months by a substantive decision of the Assembly. Providers and Observers shall have the right to provide comments and input to Parties concerning the proposed amendment.

Article 19 – Depositary - is renumbered Article 22 and paragraph (1) thereof is replaced by the following text:

(1) The Depositary of this Convention shall be the Secretary-General of IMO.



With respect to the Annex to the Convention:

In the Title and in Articles 1, 5(6) and 5(8), the term “Article 15” is replaced by “Article 17”.

In Articles 2, 3(1) and 5(11), the word “Secretariat” is replaced by “Directorate”



CERTIFIED TRUE COPY of the amendments to the Convention on the International Mobile Satellite Organization, which were adopted on 2 October 2008 by the IMSO Assembly at its twentieth session, in conformity with article 18 of the Convention. The original text of the amendments is deposited with the Secretary-General of the International Maritime Organization.

COPIE CERTIFIÉE CONFORME des amendements à la Convention portant création de l'Organisation internationale de télécommunications mobiles par satellites, qui ont été adoptés le 2 octobre 2008 par l'Assemblée d'IMSO à sa vingtième session, conformément à l'article 18 de la Convention. Le texte original de ces amendements est déposé auprès du Secrétaire général de l'Organisation maritime internationale.

ЗАВЕРЕННАЯ КОПИЯ поправок к Конвенции о Международной организации подвижной спутниковой связи, одобренных 2 октября 2008 года Ассамблеей ИМСО на ее двадцатой сессии в соответствии со статьей 18 Конвенции. Подлинный текст поправок сдан на хранение Генеральному секретарю Международной морской организации.

COPIA AUTÉNTICA CERTIFICADA de las enmiendas al Convenio constitutivo de la Organización Internacional de Telecomunicaciones Móviles por Satélite que fueron aprobadas de conformidad con el artículo 18 de dicho Convenio el 2 de octubre de 2008 por la Asamblea de IMSO en su 20º período de sesiones. El texto original ha sido depositado ante el Secretario General de la Organización Marítima Internacional.

For the Secretary-General of the International Maritime Organization:
Pour le Secrétaire général de l'Organisation maritime internationale :
За Генерального секретаря Международной морской организации:
Por el Secretario General de la Organización Marítima Internacional:

Gambardella

London,
Londres, le
Лондон,
Londres,

17 / VI / 2009





**ENGLISH TEXT OF THE IMSO CONVENTION AMENDED
AS ADOPTED BY THE TWENTIETH SESSION OF THE IMSO ASSEMBLY
PROVISIONALLY APPLIED FROM 6 OCTOBER 2008**

THE STATES PARTIES TO THIS CONVENTION:

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 ALSO 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, concluded on 27 January 1967, and in particular Article 1, which states that outer space shall be used for the benefit and in the interests of all countries,

DETERMINED, to this end, to continue to make provision for the benefit of telecommunications users of all nations through the most advanced suitable space technology available, for the most efficient and economic facilities possible consistent with the most efficient and equitable use of the radio frequency spectrum and of satellite orbits,

BEARING IN MIND that the International Maritime Satellite Organization (INMARSAT) has, in accordance with its original purpose, established a global mobile satellite communications system for maritime communications, including distress and safety communications capabilities which are specified in the International Convention for the Safety of Life at Sea, 1974, as amended from time to time, and the Radio Regulations specified in the Constitution and the Convention of the International Telecommunication Union, as amended from time to time, as meeting certain radiocommunications requirements of the Global Maritime Distress and Safety System (GMDSS),

RECALLING that INMARSAT has extended its original purpose by providing aeronautical and land mobile satellite communications, including aeronautical satellite communications for air traffic management and aircraft operational control (aeronautical safety services), and is also providing radiodetermination services,

RECALLING FURTHER that in December 1994 the Assembly decided to replace the name "International Maritime Satellite Organization (INMARSAT)" with "International Mobile Satellite Organization (Inmarsat)", and that, although these



amendments did not enter formally into force, the name International Mobile Satellite Organization (Inmarsat) was used thereafter, including in the restructuring documentation,

RECOGNIZING that, in the restructuring of the International Mobile Satellite Organization, its assets, commercial operations and interests were transferred without restriction to a new commercial company, Inmarsat Ltd., while the continued provision of the GMDSS and adherence to the other public interests by the company have been secured by a mechanism for intergovernmental oversight by the International Mobile Satellite Organization (IMSO),

ACKNOWLEDGING that, by adopting IMO Assembly Resolution A.888(21), "Criteria for the Provision of Mobile-Satellite Communication Systems in the Global Maritime Distress and Safety System (GMDSS)," the International Maritime Organization (IMO) has recognized the need for IMO to have in place criteria against which to evaluate the capabilities and performance of mobile satellite communication systems, as may be notified to IMO by Governments for possible recognition for use in the GMDSS,

ACKNOWLEDGING FURTHER that IMO has developed a "Procedure for the Evaluation and Possible Recognition of Mobile-Satellite Systems Notified for Use in the GMDSS",

ACKNOWLEDGING ALSO the desire of Parties to promote the growth of a pro-competitive market environment in the current and future provision of mobile satellite communications systems services for the GMDSS,

AFFIRMING that, under such circumstances, there is a need to ensure continuity in the provision of the GMDSS through intergovernmental oversight,

ACKNOWLEDGING that IMO, through the Maritime Safety Committee (MSC) at its eighty-first session, adopted amendments to Chapter V of the International Convention for the Safety of Life at Sea, 1974 relating to the long-range identification and tracking of ships (LRIT), adopted performance standards and functional requirements for LRIT, and adopted arrangements for the timely establishment of the LRIT system,

AFFIRMING the willingness of Parties that IMSO may assume the functions and duties of the LRIT Co-ordinator, at no cost to Parties, in accordance with decisions of IMO, subject to the terms of this Convention,

ACKNOWLEDGING that the MSC, at its eighty-second session, decided to appoint IMSO as the LRIT Co-ordinator and invited IMSO to take whatever action it could in order to ensure the timely implementation of the LRIT system,

AGREE AS FOLLOWS:



Article 1

Definitions

For the purposes of this Convention:

- (a) "The Organization" means the intergovernmental organization established pursuant to Article 2.
- (b) "GMDSS" means the Global Maritime Distress and Safety System as established by IMO.
- (c) "Provider" means any entity or entities, which, through a mobile satellite communications system recognized by IMO, provides services for the GMDSS.
- (d) "Party" means a State for which this Convention has entered into force.
- (e) "Public Services Agreement" means an Agreement executed by the Organization and a Provider, as referred to in Article 5(1).
- (f) "IMO" means the International Maritime Organization.
- (g) "MSC" means the Maritime Safety Committee of IMO.
- (h) "LRIT" means the long-range identification and tracking of ships as established by IMO.
- (i) "LRIT Services Agreement" means an Agreement executed by the Organization and either an LRIT Data Centre or an LRIT Data Exchange, or other relevant entities, as referred to in Article 7.
- (j) "LRIT Data Centre" means a national, regional, co-operative or international data centre operating in conformity with requirements adopted by IMO in relation to LRIT.
- (k) "LRIT Data Exchange" means a data exchange operating in conformity with requirements adopted by IMO in relation to LRIT.
- (l) "LRIT Co-ordinator" means the Co-ordinator for the LRIT system appointed by the MSC.



Article 2

Establishment of the Organization

The International Mobile Satellite Organization (IMSO), herein referred to as "the Organization", is hereby established.

Article 3

Primary Purpose

- (1) The Primary Purpose of the Organization is to ensure the provision, by each Provider, of maritime mobile satellite communications services for the GMDSS according to the legal framework set up by IMO.
- (2) In implementing the Primary Purpose set out in paragraph (1), the Organization shall:
 - (a) act exclusively for peaceful purposes; and
 - (b) perform the oversight functions in a fair and consistent manner among Providers.

Article 4

Other Functions

- (1) Subject to the decision of the Assembly, the Organization may assume functions and/or duties of LRIT Co-ordinator, at no cost to Parties, in accordance with the decisions of IMO.
- (2) The Organization shall continue to perform the functions and/or duties of LRIT Co-ordinator, subject to the decision of the Assembly. In performing such functions and/or duties, the Organization shall act in a fair and consistent manner.

Article 5

Oversight of the GMDSS

- (1) The Organization shall execute a Public Services Agreement with each Provider, and shall conclude such other arrangements as may be necessary to enable the Organization to perform its oversight functions, and to report as well as make recommendations, as appropriate.



- (2) Oversight of Providers by the Organization shall be based on:
- (a) any specific conditions or obligations imposed by the IMO during, or at any stage after, the recognition and authorization of the Provider;
 - (b) relevant international regulations, standards, recommendations, resolutions and procedures relating to the GMDSS;
 - (c) the relevant Public Services Agreement and any other related arrangements concluded between the Organization and the Provider.
- (3) Each Public Services Agreement shall include, *inter alia*, general provisions, common principles and appropriate obligations for the Provider in accordance with a Reference Public Services Agreement and guidelines developed by the Assembly, including arrangements for the provision of all the information necessary for the Organization to fulfil its purpose, functions and duties, consistent with Article 3.
- (4) All Providers shall execute Public Services Agreements which shall also be executed by the Director General on behalf of the Organization. Public Services Agreements shall be approved by the Assembly. The Director General shall circulate the Public Services Agreements to all Parties. Such Agreements shall be considered approved by the Assembly unless more than one-third of the Parties submit written objections to the Director General within three months from the date of circulation.

Article 6

Facilitation

- (1) Parties shall take appropriate measures, in accordance with national laws, to enable Providers to provide GMDSS services.
- (2) The Organization, through existing international and national mechanisms dealing with technical assistance, should seek to assist Providers in their effort to ensure that all areas, where there is a need, are provided with mobile satellite communications services, giving due consideration to the rural and remote areas.

Article 7

LRIT Services Agreements

In order to perform its LRIT Co-ordinator functions and duties, including recovery of the costs incurred, the Organization may enter into contractual relationships, including LRIT Services Agreements, with LRIT Data Centres, LRIT Data Exchanges, or other relevant entities, on such terms and conditions as may be negotiated by the Director General, subject to oversight by the Assembly.



Article 8

Structure

The organs of the Organization shall be:

- (a) The Assembly.
- (b) A Directorate, headed by a Director General.

Article 9

Assembly - Composition and Meetings

- (1) The Assembly shall be composed of all the Parties.
- (2) Regular sessions of the Assembly shall be held once every two years. Extraordinary sessions shall be convened upon the request of one-third of the Parties or upon the request of the Director General, or as may be provided for in the Rules of Procedure for the Assembly.
- (3) All Parties are entitled to attend and participate at meetings of the Assembly, regardless of where the meeting may take place. The arrangements made with any host country shall be consistent with these obligations.

Article 10

Assembly - Procedure

- (1) Each Party shall have one vote in the Assembly.
- (2) Decisions on matters of substance shall be taken by a two-thirds majority, and on procedural matters by a simple majority, of the Parties present and voting. Parties which abstain from voting shall be considered as not voting.
- (3) Decisions whether a question is procedural or substantive shall be taken by the Chairman. Such decisions may be overruled by a two-thirds majority of the Parties present and voting.
- (4) A quorum for any meeting of the Assembly shall consist of a simple majority of the Parties.



Article 11

Assembly - Functions

The functions of the Assembly shall be:

- (a) to consider and review the purposes, general policy and long term objectives of the Organization and the activities of the Providers which relate to the primary purpose;
- (b) to take any steps or procedures necessary to ensure that each Provider carries out its obligation of providing maritime mobile satellite communications services for the GMDSS, including approval of the conclusion, modification and termination of Public Services Agreements;
- (c) to decide upon questions concerning formal relationships between the Organization and States, whether Parties or not, and international organizations;
- (d) to decide upon any amendment to this Convention pursuant to Article 20 thereof;
- (e) to appoint a Director General under Article 12 and to remove the Director General;
- (f) to endorse the budget proposals of the Director General, and to establish procedures for the review and approval of the budget;
- (g) to consider and review the purposes, general policy and long term objectives of the Organization in the performance of the Organization's role as LRIT Co-ordinator, and to take appropriate steps necessary to ensure that the Organization performs its role as LRIT Co-ordinator;
- (h) to take any steps or procedures necessary in the negotiation and execution of LRIT Services Agreements and/or contracts, including approval of the conclusion, modification and termination of such Agreements and/or contracts; and
- (i) to exercise any other function conferred upon it under any other Article of this Convention.



Article 12

Directorate

- (1) The term of appointment of the Director General shall be for four years or such other term as the Assembly decides.
- (2) The Director General shall serve for a maximum of two consecutive terms, unless the Assembly decides otherwise.
- (3) The Director General shall be the legal representative of the Organization and Chief Executive Officer of the Directorate, and shall be responsible to and under the direction of the Assembly.
- (4) The Director General shall, subject to the guidance and instructions of the Assembly, determine the structure, staff levels and standard terms of employment of officials and employees, and consultants and other advisers to the Directorate, and shall appoint the personnel of the Directorate.
- (5) The paramount consideration in the appointment of the Director General and other personnel of the Directorate shall be the necessity of ensuring the highest standards of integrity, competency and efficiency.
- (6) The Organization shall conclude, with any Party in whose territory the Organization establishes the Directorate, an agreement, to be approved by the Assembly, relating to any facilities, privileges and immunities of the Organization, its Director General, other officers, and representatives of Parties whilst in the territory of the host Government, for the purpose of exercising their functions. The agreement shall terminate if the Directorate is moved from the territory of the host Government.
- (7) All Parties, other than a Party which has concluded an agreement referred to in paragraph (6), shall conclude a Protocol on the privileges and immunities of the Organization, its Director General, its staff, of experts performing missions for the Organization and representatives of Parties whilst in the territory of Parties for the purposes of exercising their functions. The Protocol shall be independent of this Convention and shall prescribe the conditions for its termination.

Article 13

Costs

- (1) The Organization shall keep separate accounts of costs incurred for GMDSS oversight and LRIT Co-ordinator services. The Organization shall, in the Public Services Agreements, and in the LRIT Services Agreements and/or contracts, as appropriate, arrange for the costs associated with the following to be paid by the



Providers and by entities with which the Organization has entered into LRIT Services Agreements and/or contracts:

- (a) the operation of the Directorate;
 - (b) the holding of Assembly sessions and meetings of its subsidiary bodies;
 - (c) the implementation of measures taken by the Organization in accordance with Article 5 to ensure that the Provider carries out its obligation of providing maritime mobile satellite communications services for the GMDSS; and
 - (d) the implementation of measures taken by the Organization in accordance with Article 4 in its role as LRIT Co-ordinator.
- (2) The costs defined in paragraph (1) shall be apportioned between all Providers and among entities with which the Organization has entered into LRIT Services Agreements and/or contracts, as appropriate, according to rules set up by the Assembly.
- (3) No Party shall be obligated to pay for any costs associated with the performance by the Organization of the functions and duties of LRIT Co-ordinator by reason of its status as a Party to this Convention.
- (4) Each Party shall meet its own costs of representation at Assembly sessions and meetings of its subsidiary bodies.

Article 14

Liability

Parties are not, in their capacity as such, liable for the acts and obligations of the Organization or the Providers, except in relation to non-Parties or natural or juridical persons they might represent in so far as such liability may follow from treaties in force between the Party and the non-Party concerned. However, the foregoing does not preclude a Party which has been required to pay compensation under such a treaty to a non-Party or to a natural or juridical person it might represent from invoking any rights it may have under that treaty against any other Party.

Article 15

Legal Personality

The Organization shall have legal personality. For the purpose of its proper functioning, it shall, in particular, have the capacity to contract, to acquire, lease, hold



and dispose of movable and immovable property, to be a party to legal proceedings and to conclude agreements with States or international organizations.

Article 16

Relationship with other International Organizations

The Organization shall cooperate with the United Nations and its bodies dealing with the Peaceful Uses of Outer Space and Ocean Area, its Specialized Agencies, as well as other international organizations, on matters of common interest.

Article 17

Settlement of Disputes

Disputes between Parties, or between Parties and the Organization, relating to any matter arising under this Convention, should be settled by negotiation between the parties concerned. If within one year of the time any party has requested settlement, a settlement has not been reached and if the parties to the dispute have not agreed either (a) in the case of disputes between Parties to submit it to the International Court of Justice; or (b) in the case of other disputes to some other procedure for settling disputes, the dispute may, if the parties to the dispute consent, be submitted to arbitration in accordance with the Annex to this Convention.

Article 18

Consent to be Bound

- (1) This Convention shall remain open for signature in London until entry into force and shall thereafter remain open for accession. All States may become Parties to the Convention 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.
- (2) Ratification, acceptance, approval or accession shall be effected by the deposit of the appropriate instrument with the Depositary.
- (3) Reservations cannot be made to this Convention.



Article 19

Entry into Force

(1) This Convention shall enter into force sixty days after the date on which States representing 95 percent of the initial investment shares have become Parties to the Convention.

(2) Notwithstanding paragraph (1), if the Convention has not entered into force within thirty-six months after the date it was opened for signature, it shall not enter into force.

(3) For a State which deposits an instrument of ratification, acceptance, approval or accession after the date on which the Convention has entered into force, the ratification, acceptance, approval or accession shall take effect on the date of deposit.

Article 20

Amendments

(1) An amendment to this Convention may be proposed by any Party. The proposed amendment shall be circulated by the Director General to all Parties and to Observers. The Assembly shall consider the proposed amendment not earlier than six months thereafter. This period may in any particular case be reduced by up to three months by a substantive decision of the Assembly. Providers and Observers shall have the right to provide comments and input to Parties concerning the proposed amendment.

(2) If adopted by the Assembly, the amendment shall enter into force one hundred and twenty days after the Depository has received notices of acceptance from two-thirds of those States which, at the time of adoption by the Assembly, were Parties. Upon entry into force, the amendment shall become binding upon those Parties that have accepted it. For any other State which was a Party at the time of adoption of the amendment by the Assembly, the amendment shall become binding on the day the Depository receives its notice of acceptance.

Article 21

Withdrawal

Any Party may, by written notification to the Depository, withdraw voluntarily from the Organization at any time, such withdrawal to be effective upon receipt by the Depository of such notification.



Article 22

Depositary

- (1) The Depositary of this Convention shall be the Secretary-General of IMO.
- (2) The Depositary shall promptly inform all Parties of:
 - (a) Any signature of the Convention.
 - (b) The deposit of any instrument of ratification, acceptance, approval or accession.
 - (c) The entry into force of the Convention.
 - (d) The adoption of any amendment to the Convention and its entry into force.
 - (e) Any notification of withdrawal.
 - (f) Other notifications and communications relating to the Convention.
- (3) Upon entry into force of an amendment to the Convention, the Depositary shall transmit a certified copy to the Secretariat of the United Nations for registration and publication in accordance with Article 102 of the Charter of the United Nations.

IN WITNESS WHEREOF the undersigned, duly authorized by their respective Governments, have signed this Convention.

DONE AT LONDON this third day of September one thousand nine hundred and seventy-six in the English, French, Russian and Spanish languages, all the texts being equally authentic, in a single original which shall be deposited with the Depositary, who shall send a certified copy to the Government of each of the States which were invited to attend the International Conference on the Establishment of an International Maritime Satellite System and to the Government of any other State which signs or accedes to this Convention.

[Signatures omitted]



ANNEX

PROCEDURES FOR THE SETTLEMENT OF DISPUTES REFERRED TO IN ARTICLE 17 OF THE CONVENTION

Article 1

Disputes cognizable pursuant to Article 17 of the Convention shall be dealt with by an arbitral tribunal of three members.

Article 2

Any petitioner or group of petitioners wishing to submit a dispute to arbitration shall provide each respondent and the Directorate with a document containing:

- (a) A full description of the dispute, the reasons why each respondent is required to participate in the arbitration, and the measures being requested;
- (b) The reasons why the subject matter of the dispute comes within the competence of a tribunal and why the measures requested can be granted if the tribunal finds in favour of the petitioner;
- (c) An explanation why the petitioner has been unable to achieve a settlement of the dispute by negotiation or other means short of arbitration;
- (d) Evidence of the agreement or consent of the disputants when this is a condition for arbitration;
- (e) The name of the person designated by the petitioner to serve as a member of the tribunal.

The Directorate shall promptly distribute a copy of the document to each Party.

Article 3

(1) Within sixty days from the date copies of the document described in Article 2 have been received by all the respondents, they shall collectively designate an individual to serve as a member of the tribunal. Within that period, the respondents may jointly or individually provide each disputant and the Directorate with a document stating their individual or collective responses to the document referred to in Article 2 and including any counter-claims arising out of the subject matter of the dispute.

(2) Within thirty days after the designation of the two members of the tribunal, they shall agree on a third arbitrator. He shall not be of the same nationality as, or resident in the territory of, any disputant, or in its service.



(3) If either side fails to nominate an arbitrator within the period specified or if the third arbitrator is not appointed within the period specified, the President of the International Court of Justice, or, if he is prevented from acting or is of the same nationality as a disputant, the Vice-President, or, if he is prevented from acting or is of the same nationality as a disputant, the senior judge who is not of the same nationality as any disputant, may at the request of either disputant, appoint an arbitrator or arbitrators as the case requires.

(4) The third arbitrator shall act as president of the tribunal.

(5) The tribunal is constituted as soon as the president is selected.

Article 4

(1) If a vacancy occurs in the tribunal for any reason which the president or the remaining members of the tribunal decide is beyond the control of the disputants, or is compatible with the proper conduct of the arbitration proceedings, the vacancy shall be filled in accordance with the following provisions:

(a) If the vacancy occurs as a result of the withdrawal of a member appointed by a side to the dispute, then that side shall select a replacement within ten days after the vacancy occurs;

(b) If the vacancy occurs as a result of the withdrawal of the president or of a member appointed pursuant to Article 3(3), a replacement shall be selected in the manner described in paragraph (2) or (3), respectively, of Article 3.

(2) If a vacancy occurs for any other reason, or if a vacancy occurring pursuant to paragraph (1) is not filled, the remainder of the tribunal shall have the power, notwithstanding Article 1, upon request of one side, to continue the proceedings and give the final decision of the tribunal.

Article 5

(1) The tribunal shall decide the date and place of its meetings.

(2) The proceedings shall be held in private and all material presented to the tribunal shall be confidential. However, the Organization shall have the right to be present and shall have access to the material presented. When the Organization is a disputant in the proceedings, all Parties shall have the right to be present and shall have access to the material presented.

(3) In the event of a dispute over the competence of the tribunal, the tribunal shall deal with that question first.



- (4) The proceedings shall be conducted in writing, and each side shall have the right to submit written evidence in support of its allegations of fact and law. However, oral arguments and testimony may be given if the tribunal considers it appropriate.
- (5) The proceedings shall commence with the presentation of the case of the petitioner containing its arguments, related facts supported by evidence and the principles of law relied upon. The case of the petitioner shall be followed by the counter-case of the respondent. The petitioner may submit a reply to the counter-case of the respondent and the respondent may submit a rejoinder. Additional pleadings shall be submitted only if the tribunal determines they are necessary.
- (6) The tribunal shall hear and determine counter-claims arising directly out of the subject matter of the dispute, if the counter-claims are within its competence as defined in Article 17 of the Convention.
- (7) If the disputants reach an agreement during the proceedings, the agreement shall be recorded in the form of a decision of the tribunal given by consent of the disputants.
- (8) At any time during the proceedings, the tribunal may terminate the proceedings if it decides the dispute is beyond its competence as defined in Article 17 of the Convention.
- (9) The deliberations of the tribunal shall be secret.
- (10) The decisions of the tribunal shall be presented in writing and shall be supported by a written opinion. Its rulings and decisions must be supported by at least two members. A member dissenting from the decision may submit a separate written opinion.
- (11) The tribunal shall forward its decision to the Directorate, which shall distribute it to all Parties.
- (12) The tribunal may adopt additional rules of procedure, consistent with those established by this Annex, which are appropriate for the proceedings.

Article 6

If one side fails to present its case, the other side may call upon the tribunal to give a decision on the basis of its presentation. Before giving its decision, the tribunal shall satisfy itself that it has competence and that the case is well-founded in fact and in law.



Article 7

Any Party or the Organization may apply to the tribunal for permission to intervene and become an additional disputant. The tribunal shall grant permission if it determines that the applicant has a substantial interest in the case.

Article 8

The tribunal may appoint experts to assist it at the request of a disputant or on its own initiative.

Article 9

Each Party and the Organization shall provide all information which the tribunal, at the request of a disputant or on its own initiative, determines to be required for the handling and determination of the dispute.

Article 10

Pending the final decision, the tribunal may indicate any provisional measures which it considers ought to be taken to preserve the respective rights of the disputants.

Article 11

(1) The decision of the tribunal shall be in accordance with international law and be based on:

- (a) The Convention;
- (b) Generally accepted principles of law.

(2) The decision of the tribunal, including any reached by agreement of the disputants pursuant to Article 5(7), shall be binding on all the disputants, and shall be carried out by them in good faith. If the Organization is a disputant, and the tribunal decides that a decision of any organ of the Organization is null and void as not being authorized by or in compliance with the Convention, the decision of the tribunal shall be binding on all Parties.

(3) If a dispute arises as to the meaning or scope of its decision, the tribunal shall construe it at the request of any disputant.



Article 12

Unless the tribunal determines otherwise because of the particular circumstances of the case, the expenses of the tribunal, including the remuneration of the members of the tribunal, shall be borne in equal shares by each side. Where a side consists of more than one disputant, the tribunal shall apportion the share of that side among the disputants on that side. Where the Organization is a disputant, its expenses associated with the arbitration shall be regarded as an administrative cost of the Organization.



**PROTOCOL ON THE PRIVILEGES AND IMMUNITIES OF
THE INTERNATIONAL MOBILE SATELLITE ORGANIZATION AND THE
AMENDING AGREEMENT TO THE PROTOCOL ON THE PRIVILEGES AND
IMMUNITIES OF
THE INTERNATIONAL MOBILE SATELLITE ORGANIZATION**

Entered into Force on 30 July 1983
Amended as at 15 April 1999

ARTICLE 1	Use of Terms
ARTICLE 2	Immunity of the Organization from Jurisdiction and Execution
ARTICLE 3	Inviolability of Archives
ARTICLE 4	Exemption from Taxes and Duties
ARTICLE 5	Funds, Currency and Securities
ARTICLE 6	Official Communications and Publications
ARTICLE 7	Staff Members
ARTICLE 8	Director
ARTICLE 9	Representatives of Parties
ARTICLE 10	Experts
ARTICLE 11	Notification of Staff Members and Experts
ARTICLE 12	Waiver
ARTICLE 13	Assistance to Individuals
ARTICLE 14	Observance of Laws and Regulations
ARTICLE 15	Precautionary Measures
ARTICLE 16	Settlement of Disputes
ARTICLE 17	Complementary Agreements
ARTICLE 18	Signature, Ratification and Accession
ARTICLE 19	Entry into Force and Duration of Protocol
ARTICLE 20	Entry into Force and Duration for a State
ARTICLE 21	Depositary
ARTICLE 22	Authentic Texts

¹ The title has been modified with wording from the original text



**PROTOCOL ON THE PRIVILEGES AND IMMUNITIES
OF THE INTERNATIONAL MOBILE SATELLITE ORGANIZATION**

THE STATES PARTIES TO THIS PROTOCOL:

HAVING REGARD to the Convention on the International Mobile Satellite Organization, opened for signature at London on 3 September 1976, as amended, and, in particular, to Article 9(6) of the amended Convention;

TAKING NOTE that the Organization will conclude a Headquarters Agreement with the Government of the United Kingdom of Great Britain and Northern Ireland on 15 April 1999;

CONSIDERING that the aim of this Protocol is to facilitate the achievement of the purpose of the Organization 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 Mobile Satellite Organization, including its Annex, opened for signature at London on 3 September 1976, as amended;
- (b) "Party to the Convention" means a State for which the Convention is in force;
- (c) "Organization" means the International Mobile Satellite Organization;



- (d) "Headquarters Party" means the Party to the Convention in whose territory the Organization has established its headquarters;
- (e) "Party to the Protocol" means a State for which this Protocol, or this Protocol as amended, as the case may be, is in force;
- (f) "Staff member" means the Director and any person employed full time by the Organization and subject to its staff regulations;
- (g) "Representatives" in the case of Parties to the Protocol and the Headquarters Party, means representatives to the Organization and in each case means heads of delegations, alternates and advisers;
- (h) "Archives" includes all manuscripts, correspondence, documents, photographs, films, optical and magnetic recordings, data recordings, graphic representations and computer programmes, belonging to or held by the Organization;
- (i) "Official activities" of the Organization means activities carried out by the Organization in pursuance of its purpose as defined in the Convention and includes its administrative activities;
- (j) "Expert" means a person other than a staff member appointed to carry out a specific task for or on behalf of the Organization and at its expense;
- (k) "Property" means anything that can be the subject of a right of ownership, including contractual rights.

Article 2

Immunity of the Organization from Jurisdiction and Execution

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



- (a) any 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, the Organization, 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 the Organization to a staff member, or a former staff member;
- (d) a counter-claim directly connected with judicial proceedings initiated by the Organization.

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

(3) The property and assets of the Organization, 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, except in respect of:

- (a) 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 the Organization pursuant to paragraph (1);
- (b) 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, the Organization;
- (c) 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 the Organization.





Article 3

Inviolability of Archives

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

Article 4

Exemption from Taxes and Duties

- (1) Within the scope of its official activities, the Organization 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 the Organization, 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) Goods acquired by the Organization within the scope of its official activities shall be exempt from all prohibitions and restrictions on import or export.
- (4) No exemption shall be accorded in respect of taxes and duties which represent charges for specific services rendered.
- (5) No exemption shall be accorded in respect of goods acquired by, or services provided to, the Organization for the personal benefit of staff members.
- (6) 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.



Article 5**Funds, Currency and Securities**

The Organization 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, the Organization 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, the Organization may employ all appropriate means of communication, including messages in code or cipher. Parties to the Protocol shall not impose any restriction on the official communications of the Organization or on the circulation of its official publications. No censorship shall be applied to such communications and publications.

(3) the Organization 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 the Organization, 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 the Organization;
- (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 the Organization 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 the Organization 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 the Organization's social security scheme, the Organization 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

(1) In addition to the privileges and immunities provided for staff members under Article 7, the Director 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**Experts**

(1) Experts, while exercising their official functions in relation to the work of the Organization, 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 11**Notification of Staff Members and Experts**

The Director of the Organization 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 10 apply.

Article 12

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;
 - (b) the Assembly, convened if necessary in extraordinary session, in respect of the Organization or of the Director of the Organization;
 - (c) the Director of the Organization in respect of staff members and experts.

Article 13

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 14

Observance of Laws and Regulations



The Organization, 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 cooperate at all times with the competent authorities of those Parties in order to ensure the observance of their laws and regulations.

Article 15

Precautionary Measures

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

Article 16

Settlement of Disputes

Any dispute between Parties to the Protocol or between the Organization 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 these 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 17

Complementary Agreements



The Organization 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 the Organization.



Article 18

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

Article 19

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 18.
- (2) This Protocol shall cease to be in force if the Convention ceases to be in force.



Article 20**Entry into Force and Duration for a State**

- (1) For a State which has fulfilled the requirements of paragraph (2) of Article 18 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 Depositary respectively.
- (2) Any Party to the Protocol may denounce this Protocol by giving written notice to the Depositary. The denunciation shall become effective twelve (12) months after the date of receipt of the notice by the Depositary 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 21**Depositary**

- (1) The Director of the Organization shall be the Depositary of this Protocol.
- (2) The Depositary 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 22

Authentic Texts

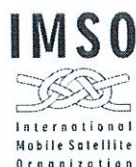
This Protocol is established in a single original in the English, French, Russian and Spanish languages, all the texts being equally authentic, and shall be deposited with the Director of the Organization who shall send a certified copy to each Party to the Convention.

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.

[Signatures omitted]





PRACTICAL INFORMATION ON HOW TO BECOME A MEMBER OF IMSO

- The International Mobile Satellite Organization was established in 1979 under the auspices of the International Maritime Organization (IMO).
- IMSO Functions relating to both GMDSS (Global Maritime Distress and Safety Services) and LRIT (Long Range Identification and Tracking of Ships) are based on SOLAS (IMO Convention on the Safety of Life at Sea) Regulations, and are therefore closely linked with the interests of SOLAS Contracting Parties.
- Membership of IMSO does not incur any costs or financial commitments for Member States, as the budget of the Organization is funded through contributions from the companies that provide public satellite communication services and LRIT Data Centres.
- Member States do not assume any liability in their capacity as Members of IMSO, as Article 14 of the IMSO Convention specifically provides that "Parties are not, in their capacity as such, liable for the acts and obligations of the Organization or the Providers".
- To become Member State of IMSO, a State should ratify, accept, approve or accede to the Convention on the International Mobile Satellite Organization, as amended in 2008, which entered into force on a provisional basis from 6 October 2008, by depositing the appropriate instrument of ratification, acceptance, approval, or accession with the Secretary-General of the International Maritime Organization (IMO) who is the Depositary of the Convention.
- The entry into force of the Convention for a new Member State will take place from the day in which the instrument of ratification, acceptance, approval, or accession is deposited with the Depositary of the Convention.
- A Member State may subsequently proceed to ratify, accept, approve or accede to the revised Protocol on the Privileges and Immunities of the International Mobile Satellite Organization by depositing with the Director General of IMSO the appropriate instrument of ratification, acceptance, approval, or accession.
- The entry into force for the Member State of the Protocol on the Privileges and Immunities of the International Mobile Satellite Organization will take place 30 days after the instrument of ratification, acceptance, approval, or accession is deposited with the Director General of IMSO.





MODEL FORM

[LETTERHEAD OF GOVERNMENT]

Date

Secretary-General
International Maritime Organization
4 Albert Embankment
London SE1 7SR
United Kingdom

**RE: INSTRUMENT OF ACCESSION
TO THE CONVENTION ON THE
INTERNATIONAL MOBILE SATELLITE ORGANIZATION**

WHEREAS the Convention on the International Maritime Satellite Organization (Inmarsat), done at London on 3 September 1976, pursuant to Article 33, paragraph (1) thereof, entered into force on 16 July 1979;

WHEREAS, at its Twelfth Session in April 1998, the Inmarsat Assembly adopted restructuring amendments to the Inmarsat Convention and Operating Agreement;

WHEREAS the restructuring amendments to the Convention entered into force on 31 July 2001, in which, *inter alia*, the name of the Organization became the International Mobile Satellite Organization (IMSO);

WHEREAS the IMSO Assembly adopted further amendments to the IMSO Convention which entered into force on the basis of provisional application on 6 October 2008;

WHEREAS Article 18(1) of the Convention, as amended, provides that all States may become Party to the Convention;

NOW THEREFORE, I, _____ [NAME], Minister for
_____ [NAME OF MINISTRY] of
_____ [STATE] have signed this Instrument of Accession to the
Convention on the International Mobile Satellite Organization (IMSO) on this
_____ day of _____ of the year
_____.

