



**ΠΑΡΑΡΤΗΜΑ ΠΡΩΤΟΝ**

**ΤΗΣ ΕΠΙΣΗΜΟΥ ΕΦΗΜΕΡΙΔΟΣ ΤΗΣ ΔΗΜΟΚΡΑΤΙΑΣ**

ὕπ' Ἀρ. 1056 τῆς 14ης ΔΕΚΕΜΒΡΙΟΥ 1973

**ΝΟΜΟΘΕΣΙΑ**

Ὁ περὶ τῆς Συμφωνίας τῆς Ἀφορώσης εἰς τὸν Διεθνή Ὄργανισμὸν Τηλεπικοινωνιῶν διὰ Δορυφόρων («INTELSAT») (Κυρωτικὸς) Νόμος τοῦ 1973 ἐκδίδεται διὰ δημοσιεύσεως εἰς τὴν ἐπίσημον ἐφημερίδα τῆς Κυπριακῆς Δημοκρατίας θάσει τοῦ ἄρθρου 52 τοῦ Συντάγματος.

Ἀριθμὸς 100 τοῦ 1973

**ΝΟΜΟΣ ΚΥΡΩΝ ΤΗΝ ΣΥΜΦΩΝΙΑΝ ΤΗΝ ΑΦΟΡΩΣΑΝ ΕΙΣ ΤΟΝ ΔΙΕΘΝΗ ΟΡΓΑΝΙΣΜΟΝ ΤΗΛΕΠΙΚΟΙΝΩΝΙΩΝ ΔΙΑ ΔΟΡΥΦΟΡΩΝ («INTELSAT »).**

Ἡ Βουλὴ τῶν Ἀντιπροσώπων ψηφίζει ὡς ἀκολούθως :

**1.** Ὁ παρὼν Νόμος θὰ ἀναφέρηται ὡς ὁ περὶ τῆς Συμφωνίας τῆς ἀφορώσης εἰς τὸν Διεθνή Ὄργανισμὸν Τηλεπικοινωνιῶν διὰ Δορυφόρων («INTELSAT ») (Κυρωτικὸς) Νόμος τοῦ 1973. Συνοπτικὸς τίτλος.

**2.** Ἐν τῷ παρόντι Νόμῳ, ἐκτὸς ἐὰν τοῦ κειμένου προκύπτῃ διάφορος ἔννοια— Ἑρμηνεία.

«Συμφωνία» σημαίνει τὴν Συμφωνίαν τὴν ἀφορῶσαν εἰς τὸν Διεθνή Ὄργανισμὸν Τηλεπικοινωνιῶν διὰ Δορυφόρων («INTELSAT ») τῆς ὁποίας τὸ κείμενον ἐν τῷ ἀγγλικῷ πρωτοτύπῳ ἐκτίθεται εἰς τὸ Πρῶτον Μέρος τοῦ Πίνακος καὶ ἐν μεταφράσει εἰς τὴν ἑλληνικὴν εἰς τὸ Δεύτερον Μέρος τοῦ Πίνακος : Πίναξ.

Νοεῖται ὅτι ἐν περιπτώσει ἀντιθέσεως μεταξὺ τῶν δύο κειμένων ὑπερισχύει τὸ εἰς τὸ Πρῶτον Μέρος τοῦ Πίνακος ἐκτιθέμενον κείμενον.

**3.** Ἡ Συμφωνία, εἰς τὴν ὁποίαν ἡ προσχώρησις τῆς Κυπριακῆς Δημοκρατίας ἀπεφασίσθη διὰ τῆς ὑπ' ἀριθμὸν 12.272 καὶ ἡμερομηνίαν 19ην Ἀπριλίου 1973 Ἀποφάσεως τοῦ Ὑπουργικοῦ Συμβουλίου, διὰ τοῦ παρόντος Νόμου κυροῦται. Κύρωσις Συμφωνίας.

ΠΙΝΑΞ  
 ("Άρθρον 2)  
 ΠΡΩΤΟΝ ΜΕΡΟΣ  
 AGREEMENT RELATING  
 TO THE  
 INTERNATIONAL TELECOMMUNICATIONS  
 SATELLITE ORGANIZATION  
 "INTELSAT"

PREAMBLE

The States Parties to this Agreement,

Considering the principle set forth in Resolution 1721 (XVI) of the General Assembly of the United Nations that communication by means of satellites should be available to the nations of the world as soon as practicable on a global and non-discriminatory basis,

Considering the relevant provisions of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, Including the Moon and Other Celestial Bodies, and in particular Article I, which states that outer space shall be used for the benefit and in the interests of all countries.

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

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

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

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

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

Agree as follows :

ARTICLE I  
 (Definitions)

For the purposes of this Agreement :

(a) "Agreement" means the present agreement, including its Annexes but excluding all titles of Articles, opened for signature by Governments at Washington on August 20, 1971, by which the international telecommunications satellite organization "INTELSAT" is established ;

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

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

(d) "Special Agreement" means the agreement signed on August 20, 1964, by Governments or telecommunications entities designated by Governments, pursuant to the provisions of the Interim Agreement ;

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

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

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

(h) "Space segment" means the telecommunications satellites, and the tracking, telemetry, command, control, monitoring and related facilities and equipment required to support the operation of these satellites ;

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

(j) "Telecommunications" means any transmission, emission or reception of signs, signals, writing, images and sounds or intelligence of any nature, by wire, radio, optical or other electromagnetic systems ;

(k) "Public telecommunications services" means fixed or mobile telecommunications services which can be provided by satellite and which are available for use by the public, such as telephony, telegraphy, telex, facsimile, data transmission, transmission or radio and television programs between approved earth stations having access to the INTELSAT space segment for further transmission to the public, and leased circuits for any of these purposes ; but excluding those mobile services of a type not provided under the Interim Agreement and the Special Agreement prior to the opening for signature of this Agreement, which are provided through mobile stations operating directly to a satellite which is designed, in whole or in part, to provide services relating to the safety or flight control of aircraft or to aviation or maritime radio navigation ;

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

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

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

## ARTICLE II

### (Establishment of INTELSAT)

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

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

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

### ARTICLE III

#### (Scope of INTELSAT Activities)

(a) In continuing and carrying forward on a definitive basis activities concerning the space segment of the global commercial telecommunications satellite system referred to in paragraph (a) of Article II of this Agreement, INTELSAT shall have as its prime objective the provision, on a commercial basis, of the space segment required for international public telecommunications services of high quality and reliability to be available on a non-discriminatory basis to all areas of the world.

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

- (i) domestic public telecommunications services between areas separated by areas not under the jurisdiction of the State concerned, or between areas separated by the high seas ; and
- (ii) domestic public telecommunications services between areas which are not linked by any terrestrial wideband facilities and which are separated by natural barriers of such an exceptional nature that they impede the viable establishment of terrestrial wideband facilities between such areas, provided that the Meeting of Signatories, having regard to advice tendered by the Board of Governors, has given the appropriate approval in advance.

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

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

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

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

- (i) domestic public telecommunications services in territories under the jurisdiction of one or more Parties ;
  - (ii) international public telecommunications services between or among territories under the jurisdiction of two or more Parties ;
  - (iii) specialized telecommunications services, other than for military purposes ;
- provided that the efficient and economic operation of the INTELSAT space segment is not unfavourably affected in any way.

(f) The utilization of the INTELSAT space segment for specialized telecommunications services pursuant to paragraph (d) of this Article, and the provision of satellites or associated facilities separate from the INTELSAT space segment pursuant to paragraph (e) of this Article, shall be covered by contracts entered into between INTELSAT and the applicants concerned. The utilization of INTELSAT space segment facilities for specialized telecommunications services pursuant to paragraph (d) of this Article and the provision of satellites or associated facilities separate from the INTELSAT

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

#### ARTICLE IV

##### (Juridical Personality)

(a) INTELSAT shall possess juridical personality. It shall enjoy the full capacity necessary for the exercise of its functions and the achievement of its purposes, including the capacity to :

- (i) conclude agreements with States or international organizations ;
- (ii) contract ;
- (iii) acquire and dispose of property ; and
- (iv) be a party to legal proceedings.

(b) Each Party shall take such action as is necessary within its jurisdiction for the purpose of making effective in terms of its own law the provisions of this Article.

#### ARTICLE V

##### (Financial Principles)

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

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

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

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

(e) The separate satellites and associated facilities referred to in paragraph (e) of Article III of this Agreement may be financed and owned by INTELSAT as part of the INTELSAT space segment upon the unanimous approval of all the Signatories. If such approval is withheld, they shall be separate from the INTELSAT space segment.