



**ΠΑΡΑΡΤΗΜΑ ΠΡΩΤΟ**

**ΤΗΣ ΕΠΙΣΗΜΗΣ ΕΦΗΜΕΡΙΔΑΣ ΤΗΣ ΔΗΜΟΚΡΑΤΙΑΣ**

Αρ. 2696 της 3ης ΑΠΡΙΛΙΟΥ 1992

**ΝΟΜΟΘΕΣΙΑ**

**ΜΕΡΟΣ ΙΙΙ**

Ο περί του Πρωτοκόλλου Προνομίων και Ασυλιών του Ευρωπαϊκού Οργανισμού Δορυφορικών Τηλεπικοινωνιών (EUTELSAT) (Κυρωτικός) Νόμος του 1992 εκδίδεται με δημοσίευση στην Επίσημη Εφημερίδα της Κυπριακής Δημοκρατίας σύμφωνα με το Άρθρο 52 του Συντάγματος.

Αριθμός 18(ΙΙΙ) του 1992

**ΝΟΜΟΣ ΚΥΡΩΤΙΚΟΣ ΤΟΥ ΠΡΩΤΟΚΟΛΛΟΥ ΠΡΟΝΟΜΙΩΝ  
ΚΑΙ ΑΣΥΛΙΩΝ ΤΟΥ ΕΥΡΩΠΑΪΚΟΥ ΟΡΓΑΝΙΣΜΟΥ  
ΔΟΡΥΦΟΡΙΚΩΝ ΤΗΛΕΠΙΚΟΙΝΩΝΙΩΝ (EUTELSAT)**

Η Βουλή των Αντιπροσώπων ψηφίζει τα ακόλουθα:

1. Ο παρών Νόμος θα αναφέρεται ως ο περί του Πρωτοκόλλου Προνομίων και Ασυλιών του Ευρωπαϊκού Οργανισμού Δορυφορικών Τηλεπικοινωνιών (EUTELSAT) (Κυρωτικός) Νόμος του 1992.

Εννοητικός  
τίτλος.

2. Στον παρόντα Νόμο—

«Πρωτόκολλο» σημαίνει το Πρωτόκολλο Προνομίων και Ασυλιών του Ευρωπαϊκού Οργανισμού Δορυφορικών Τηλεπικοινωνιών (EUTELSAT), το οποίο έγινε στο Παρίσι στις 13 Φεβρουαρίου 1987 και του οποίου πρωτότυπο κείμενο στην αγγλική εκτίθεται στο Μέρος Α του Πίνακα και ελληνική μετάφραση στο Μέρος Β του Πίνακα.

Πίνακας  
Μέρος Α  
Μέρος Β.

3.—(1) Με τον παρόντα Νόμο κυρώνεται το Πρωτόκολλο.

Κύρωση του  
Πρωτοκόλλου.

(2) Σε περίπτωση αντίθεσης μεταξύ του εκτιθέμενου στο Μέρος Α του Πίνακα πρωτότυπου κειμένου και της εκτιθέμενης στο Μέρος Β ελληνικής μετάφρασης υπερισχύει το πρωτότυπο κείμενο του Μέρους Α.

Πίνακας.

ΠΙΝΑΚΑΣ  
ΜΕΡΟΣ Α

PROTOCOL ON THE PRIVILEGES AND IMMUNITIES  
OF THE EUROPEAN TELECOMMUNICATIONS SATELLITE  
ORGANIZATION (EUTELSAT)

**THE STATES PARTIES TO THIS PROTOCOL:**

**HAVING REGARD TO** the Convention and the Operating Agreement on the European Telecommunications Satellite Organization (EUTELSAT) opened for signature at Paris on 15 July 1982 and, in particular, to Articles IV and XVII (c) of the Convention;

**TAKING NOTE** that EUTELSAT has concluded a Headquarters Agreement with the Government of the French Republic on 15 November 1985;

**CONSIDERING** that the aim of this Protocol is to facilitate the achievement of the purpose of EUTELSAT and to ensure the efficient performance of its functions;

**HAVE AGREED AS FOLLOWS:**

Article 1 — Definitions

For the purposes of this Protocol:

- (a) "Convention" means the Convention establishing the European Telecommunications Satellite Organization (EUTELSAT), including its Annexes, opened for signature at Paris on 15 July 1982;
- (b) "Operating Agreement" means the Operating Agreement relating to the European Telecommunications Satellite Organization (EUTELSAT), including its Annexes, opened for signature at Paris on 15 July 1982;
- (c) "Party to the Convention" means a State for which the Convention is in force or has been provisionally applied;
- (d) "Headquarters Party" means the Party to the Convention in whose territory EUTELSAT has established its headquarters;
- (e) "Signatory" means the telecommunications entity or the Party that has signed the Operating Agreement and for which that Agreement is in force or has been provisionally applied;
- (f) "Party to the Protocol" means a State for which this Protocol is in force;
- (g) "Staff member" means the Director General and any other staff member recruited by EUTELSAT who is employed exclusively by it, paid by it, and is subject to its Staff Regulations;
- (h) "Representatives" means representatives of Parties to the Convention and of Signatories including their respective heads of delegation, their alternates and advisers;
- (i) "Archives" means all records belonging to or held by EUTELSAT such as documents, correspondence, manuscripts, photographs, computer programs, films and recordings;
- (j) "Official activities" means the activities carried out by EUTELSAT within the framework of its objectives as defined in the Convention;
- (k) "Expert" means a person other than a staff member, appointed to carry out a specific task for or on behalf of EUTELSAT and at its expense;
- (l) "EUTELSAT Space Segment" means the space segment owned or leased by EUTELSAT as defined in the Convention;
- (m) "Property" means anything that can be the subject of a right of ownership, including contractual rights;
- (n) "Director General" means the Director General of EUTELSAT.

#### Article 2 — Inviolability of Archives

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

#### Article 3 — Immunity of EUTELSAT from Jurisdiction and Execution

- (1) EUTELSAT shall, in the exercise of its official activities, have immunity from jurisdiction except in the following cases:
  - (a) Where the Director General expressly waives such immunity in a particular case;
  - (b) where a civil action is brought by a third party for damage arising from an accident caused by a motor vehicle or any other means of transport belonging to or operated on behalf of EUTELSAT, or in respect of a traffic offence involving such a vehicle or means of transport;
  - (c) for the attachment, pursuant to the final order of a court of law, of the salaries and emoluments including pensions, owed by EUTELSAT to a staff member or a former staff member;
  - (d) in respect of a counter-claim directly connected with judicial proceedings initiated by EUTELSAT;
  - (e) for the enforcement of an arbitration award made under Article XX of the Convention or Article 20 of the Operating Agreement.
- (2) Notwithstanding paragraph (1), no action shall be brought in the courts of Parties to the Protocol against EUTELSAT by Parties to the Convention, Signatories or persons acting for or deriving claims from any of them, relating to rights or obligations under the Convention or Operating Agreement;
- (3) (a) The EUTELSAT Space Segment, wherever located and by whomsoever held, shall be immune from any search, restraint, requisition, seizure, confiscation, expropriation, sequestration or execution, whether by executive, administrative or judicial action;
- (b) All other property of EUTELSAT, wherever located and by whomsoever held, shall enjoy the immunity set out in paragraph (3)(a) except in respect of:
  - (i) an attachment or execution in order to satisfy a final judgement or order of a court of law that relates to any proceedings brought against EUTELSAT pursuant to paragraph (1);
  - (ii) any action taken in accordance with the law of the State concerned which is temporarily necessary in connection with the prevention of or investigation into accidents involving motor vehicles or other means of transport belonging to, or operated on behalf of, EUTELSAT;
  - (iii) expropriation in respect of real property for public purposes and subject to prompt payment of fair compensation, provided that such expropriation does not prejudice the functions and operations of EUTELSAT.

#### Article 4 — Fiscal and Customs Provisions

- (1) Within the scope of its official activities, EUTELSAT and its property and income shall be exempt from all direct taxes.
- (2) Whenever EUTELSAT makes major purchases of goods or services that are necessary for the performance of its official activities and whose price

includes taxes or duties, the Party to the Protocol concerned shall take the measures necessary for the remittance or reimbursement of those taxes or duties.

- (3) Within the scope of its official activities, EUTELSAT shall be exempt from customs duties and taxes on the EUTELSAT Space Segment and on equipment imported or exported in connection with the launching of satellites for use in the EUTELSAT Space Segment.
- (4) Goods acquired by or on behalf of EUTELSAT within the scope of its official activities shall be exempt from all prohibitions and restrictions on import or export.
- (5) No exemption shall be accorded in respect of taxes and duties which represent charges for specific services rendered.
- (6) No exemption shall be accorded in respect of goods acquired by, or services provided to, EUTELSAT for the personal benefit of staff members.
- (7) Goods exempted under this Article shall not be transferred, hired out or lent, permanently or temporarily, or sold, except in accordance with conditions laid down by the Party to the Protocol that granted the exemption. However, this prohibition shall not apply to the transfer of goods between different establishments of EUTELSAT.
- (8) Payments from EUTELSAT to Signatories pursuant to the Operating Agreement shall be exempt from national taxes by any Party to the Protocol, other than the Party that has designated the Signatory concerned.

#### Article 5 — Funds, Currency and Securities

EUTELSAT may receive and hold any kind of funds, currency or securities and dispose of them freely in connection with any of its official activities. It may hold accounts in any currency to the extent required for the performance of its official activities.

#### Article 6 — Official Communications and Publications

- (1) With regard to its official communications and the distribution of all its documents, EUTELSAT 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, EUTELSAT may employ all appropriate means of communication, including messages in code or cypher. Parties to the Protocol shall not impose any restriction on the official communications of EUTELSAT or on the circulation of its official publications. No censorship shall be applied to such communications and publications.
- (3) Establishment and use by EUTELSAT of a radio station in the territory of any Party to the Protocol shall be permitted and shall be in accordance with the legislation in force in the territory concerned.

#### Article 7 — Representatives of Parties

- (1) Representatives of Parties to the Convention shall enjoy, while performing their official functions and in the course of their journeys to and from the

place of performance of those functions, the following privileges and immunities:

- (a) Immunity from arrest or detention, and from seizure of their personal luggage, except in the case of a grave crime or when found committing, attempting to commit or just having committed a criminal offence;
  - (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 performance of their official functions; however, this immunity shall not apply in respect of a civil action by a third party for damage arising from an accident caused by a motor vehicle or other means of transport belonging to or driven by a representative, or in respect of a traffic offence involving such a vehicle and committed by him;
  - (c) inviolability for all official papers and documents that are related to the official activities of EUTELSAT;
  - (d) exemption 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 mission;
  - (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 mission.
- (2) The provisions of paragraph (1) shall not apply in relations between a Party to the Protocol and its representatives. Further, the provisions of sub-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 8 — Representatives of Signatories

- (1) Representatives of Signatories shall enjoy, while performing their official functions in relation to the work of EUTELSAT and in the course of their journeys to and from their place of work, the following privileges, exemptions 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 performance of their official functions; however, this immunity shall not apply in respect of a civil action by a third party for damage arising from an accident caused by a motor vehicle or other means of transport belonging to or driven by a representative, or in respect of a traffic offence involving such a vehicle and committed by him;
  - (b) inviolability for all official papers and documents that are related to the official activities of EUTELSAT;
  - (c) exemption from immigration restrictions and alien registration.
- (2) The provisions of paragraph (1) shall not apply in relations between a Party to the Protocol and the representative of the Signatory designated by it. Further, the provisions of sub-paragraph (c) of paragraph (1) shall not apply in relations between a Party to the Protocol and its nationals or permanent residents.

#### Article 9 — Staff Members

- (1) Staff members shall enjoy the following privileges and immunities:
  - (a) Immunity from jurisdiction, even after they have left the service of EUTELSAT, in respect of acts, including words spoken or written,