

Ο περί του Πρωτοκόλλου Προνομίων και Ασυλιών του Διεθνούς Οργανισμού Ναυτιλιακών Δορυφόρων (Κυρωτικός) Νόμος του 1994 εκδίδεται με δημοσίευση στην Επίσημη Εφημερίδα της Κυπριακής Δημοκρατίας σύμφωνα με το Άρθρο 52 του Συντάγματος.

Αριθμός 2(ΙΙΙ) του 1994

ΝΟΜΟΣ ΚΥΡΩΤΙΚΟΣ ΤΟΥ ΠΡΩΤΟΚΟΛΛΟΥ ΠΡΟΝΟΜΙΩΝ ΚΑΙ
ΑΣΥΛΙΩΝ ΤΟΥ ΔΙΕΘΝΟΥΣ ΟΡΓΑΝΙΣΜΟΥ ΝΑΥΤΙΛΙΑΚΩΝ ΔΟΡΥΦΟΡΩΝ
(INMARSAT)

Η Βουλή των Αντιπροσώπων ψηφίζει ως ακολούθως:

Συνοπτικός
τίτλος.

1. Ο παρών Νόμος θα αναφέρεται ως ο περί του Πρωτοκόλλου Προνομίων και Ασυλιών του Διεθνούς Οργανισμού Ναυτιλιακών Δορυφόρων (Κυρωτικός) Νόμος του 1994.

Ερμηνεία.

2. Στον παρόντα Νόμο—

«Πρωτόκολλο» σημαίνει το Πρωτόκολλο Προνομίων και Ασυλιών του Διεθνούς Οργανισμού Ναυτιλιακών Δορυφόρων (INMARSAT), το οποίο ανοίχθηκε για υπογραφή στο Λονδίνο από την 1η Δεκεμβρίου 1981 μέχρι την 31η Μαΐου 1982.

Κύρωση του
Πρωτοκόλλου.
Πίνακας
Μέρους Ι
Μέρους ΙΙ.

3. Με τον παρόντα Νόμο κυρώνεται το Πρωτόκολλο του οποίου το αυθεντικό κείμενο στην αγγλική εκτίθεται στο Μέρος Ι του Πίνακα και σε ελληνική μετάφραση στο Μέρος ΙΙ αυτού:

Νοείται ότι σε περίπτωση διαφοράς μεταξύ του κειμένου του Μέρους Ι και εκείνου του Μέρους ΙΙ του Πίνακα θα υπερισχύει το κείμενο που εκτίθεται στο Μέρος Ι αυτού.

ΠΙΝΑΚΑΣ

(Άρθρο 3)

ΜΕΡΟΣ Ι

PROTOCOL ON THE PRIVILEGES AND IMMUNITIES OF THE
INTERNATIONAL MARITIME SATELLITE ORGANIZATION
(INMARSAT)

THE STATES PARTIES TO THIS PROTOCOL :

HAVING REGARD TO the Convention and the Operating Agreement on the International Maritime Satellite Organization (INMARSAT) opened for signature at London on 3 September 1976 and, in particular, to Articles 25 and 26(4) of the Convention;

TAKING NOTE that INMARSAT has concluded a Headquarters Agreement with the Government of the United Kingdom of Great Britain and Northern Ireland on 25 February 1980;

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

HAVE AGREED AS FOLLOWS :

Article 1Use of Terms

For the purposes of this Protocol :

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

- (c) "Party to the Convention" means a State for which the Convention is in force;
- (d) "Headquarters Party" means the Party to the Convention in whose territory INMARSAT has established its headquarters;
- (e) "Signatory" means either a Party to the Protocol or an entity designated by a Party to the Protocol for which the Operating Agreement is in force;
- (f) "Party to the Protocol" means a State for which this Protocol is in force;
- (g) "Staff member" means the Director General and any person employed full time by INMARSAT and subject to its staff regulations;
- (h) "Representatives" in the case of Parties to the Protocol, the Headquarters Party and Signatories means representatives to INMARSAT and in each case means heads of delegations, alternates and advisers;
- (i) "Archives" includes all manuscripts, correspondence, documents, photographs, films, optical and magnetic recordings, data recordings, graphic representations and computer programmes, belonging to or held by INMARSAT;
- (j) "Official activities" of INMARSAT means activities carried out by the Organization in pursuance of its purpose as defined in the Convention and includes its administrative activities;
- (k) "Expert" means a person other than a staff member appointed to carry out a specific task for or on behalf of INMARSAT and at its expense;
- (l) "INMARSAT space segment" means the satellites, and tracking, telemetry, command, control, monitoring and related facilities and equipment required to support the operation of these satellites, which are owned or leased by INMARSAT;

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

Article 2

Immunity of INMARSAT from Jurisdiction and Execution

- (1) Unless it has expressly waived immunity in a particular case, INMARSAT shall, within the scope of its official activities, have immunity from jurisdiction except in respect of :
- (a) its commercial activities;
 - (b) a civil action by a third party for damage arising from an accident caused by a motor vehicle or other means of transport belonging to, or operated on behalf of, INMARSAT, or in respect of a traffic offence involving such means of transport;
 - (c) the attachment, pursuant to the final order of a court of law, of the salaries and emoluments, including pension rights, owed by INMARSAT to a staff member, or a former staff member;
 - (d) a counter-claim directly connected with judicial proceedings initiated by INMARSAT.
- (2) Notwithstanding paragraph (1), no action shall be brought in the course of Parties to the Protocol against INMARSAT by Parties to the Convention, Signatories or persons acting for or deriving claims from any of them, relating to rights and obligations under the Convention or Operating Agreement.
- (3) (a) The INMARSAT space segment, wherever located and by whomsoever held, shall be immune from any search, restraint, requisition, seizure, confiscation, expropriation, sequestration or execution, whether by executive, administrative or judicial action.

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

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

Article 3

Inviolability of Archives

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

Article 4

Exemption from Taxes and Duties

- (1) Within the scope of its official activities, INMARSAT and its property and income shall be exempt from all national direct and other taxes not normally incorporated in the price of goods and services.
- (2) If INMARSAT, within the scope of its official activities, acquires goods or uses services of substantial value, and if the price of these goods or services includes taxes or duties, Parties to the Protocol shall, whenever possible, take appropriate measures to remit or reimburse the amount of such taxes or duties.