



**ΠΑΡΑΡΤΗΜΑ ΠΡΩΤΟ**  
**ΤΗΣ ΕΠΙΣΗΜΗΣ ΕΦΗΜΕΡΙΔΑΣ ΤΗΣ ΔΗΜΟΚΡΑΤΙΑΣ**  
**Αρ. 3197 της 14ης ΝΟΕΜΒΡΙΟΥ 1997**  
**ΝΟΜΟΘΕΣΙΑ**

**ΜΕΡΟΣ ΙΙΙ**

Ο περί της Συμφωνίας Λειτουργίας του Διεθνούς Οργανισμού Ναυτιλιακών Δορυφόρων (INMARSAT) και των Τροποποιήσεων αυτής του 1994 (Κυρωτικός) Νόμος του 1997 εκδίδεται με δημοσίευση στην Επίσημη Εφημερίδα της Κυπριακής Δημοκρατίας σύμφωνα με το Άρθρο 52 του Συντάγματος.

Αριθμός 23(III) του 1997

**ΝΟΜΟΣ ΚΥΡΩΤΙΚΟΣ ΤΗΣ ΣΥΜΦΩΝΙΑΣ ΛΕΙΤΟΥΡΓΙΑΣ ΤΟΥ ΔΙΕΘΝΟΥΣ ΟΡΓΑΝΙΣΜΟΥ ΝΑΥΤΙΛΙΑΚΩΝ ΔΟΡΥΦΟΡΩΝ (INMARSAT) ΚΑΙ ΤΩΝ ΤΡΟΠΟΠΟΙΗΣΕΩΝ ΑΥΤΗΣ ΤΟΥ 1994**

Η Βουλή των Αντιπροσώπων ψηφίζει ως ακολούθως:

1. Ο παρών Νόμος θα αναφέρεται ως ο περί της Συμφωνίας Λειτουργίας του Διεθνούς Οργανισμού Ναυτιλιακών Δορυφόρων (INMARSAT) και των Τροποποιήσεων αυτής του 1994 (Κυρωτικός) Νόμος του 1997. Συνοπτικός τίτλος.

2. Στον παρόντα Νόμο—

Εμπνεμία.

«Συμφωνία» σημαίνει τη Συμφωνία Λειτουργίας του Διεθνούς Οργανισμού Ναυτιλιακών Δορυφόρων (INMARSAT), της οποίας το πρωτότυπο κείμενο στην αγγλική εκτίθεται στο Μέρος I του Πίνακα και η ελληνική μετάφραση στο Μέρος II του Πίνακα:

Πίνακας.  
Μέρος I,  
Μέρος II.

«Τροποποιήσεις» σημαίνει τις Τροποποιήσεις της Συμφωνίας, οι οποίες υιοθετήθηκαν από τη Συνέλευση των Μελών το 1994 στο Λονδίνο και των οποίων το πρωτότυπο κείμενο στην αγγλική εκτίθεται στο Μέρος I του Πίνακα μετά το κείμενο της Συμφωνίας και η ελληνική μετάφραση στο Μέρος II του Πίνακα.

3.—(1) Με τον παρόντα Νόμο η Συμφωνία και οι Τροποποιήσεις της κυρώνονται.

Κύρωση της Συμφωνίας και των Τροποποιήσεων.

(2) Σε περίπτωση αντίθεσης μεταξύ των εκτιθέμενων στο Μέρος I του Πίνακα πρωτότυπων κειμένων και της εκτιθέμενης στο Μέρος II αυτού ελληνικής μετάφρασής τους υπερισχύουν τα κείμενα του Μέρους I του Πίνακα.

ΠΙΝΑΚΑΣ

(Αρθρο 2)

ΜΕΡΟΣ Ι

**OPERATING AGREEMENT ON THE INTERNATIONAL  
MARITIME SATELLITE ORGANIZATION (INMARSAT)**

**THE SIGNATORIES TO THIS OPERATING AGREEMENT:**

CONSIDERING that the States Parties to the Convention on the International Maritime Satellite Organization (INMARSAT) have undertaken therein to sign, or to designate a competent entity to sign, this Operating Agreement,

AGREE AS FOLLOWS:-

**Article I**

*Definitions*

- (1) For the purposes of this Agreement:
  - (a) "Convention" means the Convention on the International Maritime Satellite Organization (INMARSAT) including its Annex.
  - (b) "Organization" means the International Maritime Satellite Organization (INMARSAT) established by the Convention.
  - (c) "Amortization" includes depreciation; it does not include compensation for use of capital.
- (2) The definitions in Article 1 of the Convention shall apply to this Agreement.

**Article II**

*Rights and Obligations of Signatories*

- (1) Each Signatory acquires the rights provided for Signatories in the Convention and this Agreement and undertakes to fulfil the obligations placed upon it by these two instruments.
- (2) Each Signatory shall act consistently with all provisions of the Convention and this Agreement.

**Article III**

*Capital Contributions*

- (1) In proportion to its investment share, each Signatory shall make contributions to the capital requirements of the Organization and shall receive capital repayment and compensation for use of capital, as determined by the Council in accordance with the Convention and this Agreement.

- (2) Capital requirements shall include:
- (a) All direct and indirect costs of the design, development, acquisition, construction and establishment of the INMARSAT space segment, of the acquisition of contractual rights by means of lease, and of other property of the Organization.
  - (b) Funds required for operating, maintenance and administrative costs of the Organization pending availability of revenues to meet such costs, and pursuant to Article VIII(3).
  - (c) Payments by Signatories pursuant to Article XI.
- (3) Interest at a rate to be determined by the Council shall be added to any amount unpaid after the scheduled date for payment determined by the Council.
- (4) If, during the period up to the first determination of investment shares on the basis of utilization pursuant to Article V, the total amount of capital contributions which Signatories are required to pay in any financial year exceeds 50 per cent of the capital ceiling established by or pursuant to Article IV, the Council shall consider the adoption of other arrangements, including temporary debt financing, to permit those Signatories which so desire to pay the additional contributions in subsequent years by instalments. The Council shall determine the rate of interest to apply in such cases, reflecting the additional costs to the Organization.

#### **Article IV**

##### ***Capital Ceiling***

The sum of the net capital contributions of Signatories and of the outstanding contractual capital commitments of the Organization shall be subject to a ceiling. This sum shall consist of the cumulative capital contributions made by Signatories pursuant to Article III, less the cumulative capital repaid to them pursuant to this Agreement, plus the outstanding amount of contractual capital commitments of the Organization. The initial capital ceiling shall be 200 million US dollars. The Council shall have authority to adjust the capital ceiling.

#### **Article V**

##### ***Investment Shares***

- (1) Investment shares of Signatories shall be determined on the basis of utilization of the INMARSAT space segment. Each Signatory shall have an investment share equal to its percentage of all utilization of the INMARSAT space segment by all Signatories. Utilization of the INMARSAT space segment shall be measured in terms of the charges levied by the Organization for use of the INMARSAT space segment pursuant to Article 19 of the Convention and Article VIII of this Agreement.
- (2) For the purpose of determining investment shares, utilization in both directions shall be divided into two equal parts, a ship part and a land part. The part associated with the ship where the traffic originates or terminates shall be attributed to the Signatory of the Party under whose authority the ship is operating. The part associated with the land territory where the traffic originates or terminates shall be attributed to the Signatory of the

Party in whose territory the traffic originates or terminates. However, where, for any Signatory, the ratio of the ship part to the land part exceeds 20 : 1, that Signatory shall, upon application to the Council, be attributed a utilization equivalent to twice the land part or an investment share of 0.1 per cent, whichever is higher. Structures operating in the marine environment, for which access to the INMARSAT space segment has been permitted by the Council, shall be considered as ships for the purpose of this paragraph.

(3) Prior to determination of investment shares on the basis of utilization pursuant to paragraphs (1), (2) and (4), the investment share of each Signatory shall be established in accordance with the Annex to this Agreement.

(4) The first determination of investment shares based on utilization pursuant to paragraphs (1) and (2) shall be made not less than two nor more than three years from the commencement of operational use of the INMARSAT space segment in the Atlantic, Pacific and Indian Ocean areas, the specific date of determination to be decided by the Council. For the purposes of this first determination, utilization shall be measured over the one year period prior to such determination.

(5) Subsequent to the first determination on the basis of utilization, investment shares shall be redetermined to be effective:

- (a) Upon one-year intervals after the first determination of investment shares on the basis of utilization, based on the utilization of all Signatories during the previous year.
- (b) Upon the date of entry into force of this Agreement for a new Signatory.
- (c) Upon the effective date of withdrawal or termination of membership of a Signatory.

(6) The investment share of a Signatory which becomes a Signatory after the first determination of investment shares on the basis of utilization, shall be determined by the Council.

(7) To the extent that an investment share is determined pursuant to paragraph (5)(b) or (c) or paragraph (8), the investment shares of all other Signatories shall be adjusted in the proportion that their respective investment shares, held prior to this adjustment, bear to each other. On the withdrawal or termination of membership of a Signatory, investment shares of 0.05 per cent determined in accordance with paragraph (8) shall not be increased.

(8) Notwithstanding any provisions of this Article, no Signatory shall have an investment share of less than 0.05 per cent of the total investment shares.

(9) In any new determination of investment shares the share of any Signatory shall not be increased in one step by more than 50 per cent of its initial share, or decreased by more than 50 per cent of its current share.

(10) Any unallocated investment shares, after application of paragraphs (2) and (9) shall be made available and apportioned by the Council among Signatories wishing to increase their investment shares. Such additional allocation shall not increase any share by more than 50 per cent of a Signatory's current investment share.

(11) Any residual unallocated investment shares, after application of paragraph (10), shall be distributed among the Signatories in proportion to the investment shares which would otherwise have applied after any new determination, subject to paragraphs (8) and (9).

(12) Upon application from a Signatory, the Council may allocate to it an investment share reduced from its share determined pursuant to paragraphs (1) to (7) and (9) to (11), if the reduction is entirely taken up by the voluntary acceptance by other Signatories of increased investment shares. The Council shall adopt procedures for the equitable distribution of the released share or shares among Signatories wishing to increase their shares.

## Article VI

### *Financial Adjustments between Signatories*

(1) At each determination of investment shares after the initial determination upon entry into force of this Agreement, financial adjustments between Signatories shall be carried out through the Organization on the basis of a valuation effected pursuant to paragraph (2). The amounts of these financial adjustments shall be determined with respect to each Signatory by applying to the valuation the difference, if any, between the new investment share of each Signatory and its investment share prior to the determination.

(2) The valuation shall be effected as follows:

- (a) Deduct from the original acquisition cost of all property as recorded in the Organization's accounts as at the date of the adjustment, including all capitalized return and capitalized expenses, the sum of:
  - (i) The accumulated amortization as recorded in the Organization's accounts as at the date of adjustment.
  - (ii) Loans and other accounts payable by the Organization as at the date of adjustment.
- (b) Adjust the results obtained pursuant to sub-paragraph (a) by adding or deducting a further amount representing any deficiency or excess, respectively, in the payment by the Organization of compensation for use of capital from the entry into force of this Agreement to the effective date of valuation relative to the cumulative amount due pursuant to this Agreement at the rate or rates of compensation for use of capital in effect during the periods in which the relevant rates were applicable, as established by the Council pursuant to Article VIII. For the purpose of assessing the amount representing any deficiency or excess in payment, compensation due shall be calculated on a monthly basis and relate to the net amount of the elements described in sub-paragraph (a).

(3) Payments due from and to Signatories pursuant to this Article shall be effected by a date decided by the Council. Interest at a rate to be determined by the Council shall be added to any amount unpaid after that date.

## Article VII

### *Payment of Utilization Charges*

(1) Utilization charges established pursuant to Article 19 of the Convention shall be payable by Signatories or authorized telecommunications entities in accordance with arrangements adopted by the Council. These arrangements shall follow as closely as practicable recognized international telecommunications accounting procedures.