

**Ο περί της Συμφωνίας αναφορικά με το Διεθνή Οργανισμό Τηλεπικοινωνιακών Δορυφόρων INTELSAT (Κυρωτικός) Νόμος του 2002 εκδίδεται με δημοσίευση στην Επίσημη Εφημερίδα της Κυπριακής Δημοκρατίας σύμφωνα με το Άρθρο 52 του Συντάγματος.**

Αριθμός 18(ΙΙΙ) του 2002

**ΝΟΜΟΣ ΠΟΥ ΚΥΡΩΝΕΙ ΤΗΝ ΑΝΑΔΟΜΗΜΕΝΗ ΣΥΜΦΩΝΙΑ  
ΑΝΑΦΟΡΙΚΑ ΜΕ ΤΟ ΔΙΕΘΝΗ ΟΡΓΑΝΙΣΜΟ  
ΔΟΡΥΦΟΡΙΚΩΝ ΤΗΛΕΠΙΚΟΙΝΩΝΙΩΝ INTELSAT**

ΕΠΕΙΔΗ η Κυπριακή Δημοκρατία είναι ήδη Συμβαλλόμενο Μέρος στη Συμφωνία αναφορικά με το Διεθνή Οργανισμό Τηλεπικοινωνιακών Δορυφόρων INTELSAT, η οποία έχει κυρωθεί με τον περί της Συμφωνίας της αφορώσης εις το Διεθνή Οργανισμό Τηλεπικοινωνιών διά Δορυφόρων (INTELSAT) (Κυρωτικό) Νόμο του 1973 (Αρ. 100 του 1973),

ΚΑΙ ΕΠΕΙΔΗ, κατά την 25η (Έκτακτη) Συνέλευση των Συμβαλλόμενων Μερών, η οποία συνήλθε στην Ουάσιγκτον μεταξύ 13-17 Νοεμβρίου 2000, αποφασίστηκε η αναδόμηση της εν λόγω Συμφωνίας με σκοπό την ιδιωτικοποίηση των δραστηριοτήτων του Οργανισμού, ο οποίος θα περιοριστεί πλέον στην άσκηση απλού ελέγχου και εποπτείας αυτών,

ΚΑΙ ΕΠΕΙΔΗ το Υπουργικό Συμβούλιο με την υπ' Αριθμό 54.979 και ημερομηνία 24 Ιανουαρίου 2002 Απόφασή του ενέκρινε την πιο πάνω αναφερόμενη νέα αναδομημένη Συμφωνία αναφορικά με το Διεθνή Οργανισμό Τηλεπικοινωνιακών Δορυφόρων INTELSAT.

ΓΙ' ΑΥΤΟ η Βουλή των Αντιπροσώπων ψηφίζει τα ακόλουθα:

1. Ο παρών Νόμος θα αναφέρεται ως ο περί της Συμφωνίας αναφορικά με το Διεθνή Οργανισμό Τηλεπικοινωνιακών Δορυφόρων INTELSAT (Κυρωτικός) Νόμος του 2002. Συνοπτικός τίτλος.

2. Στον παρόντα Νόμο, εκτός αν από το κείμενο προκύπτει διαφορετικά— Ερμηνεία.

«Συμφωνία» σημαίνει τη Συμφωνία αναφορικά με το Διεθνή Οργανισμό Τηλεπικοινωνιακών Δορυφόρων INTELSAT, της οποίας το κείμενο στο αγγλικό πρωτότυπο εκτίθεται στο Μέρος Ι του Πίνακα και σε ελληνική μετάφραση στο Μέρος ΙΙ αυτού. Πίνακας  
Μέρος Ι  
Μέρος ΙΙ.

3. Με τον παρόντα Νόμο κυρώνεται η Συμφωνία, την οποία ενέκρινε η Κυπριακή Δημοκρατία με την υπ' Αρ. 54.979 και ημερομηνία 24 Ιανουαρίου 2002 Απόφαση του Υπουργικού Συμβουλίου. Κύρωση της Συμφωνίας.

ΠΙΝΑΚΑΣ  
(Αρθρο 2)

ΜΕΡΟΣ Ι

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,

Recognizing that the International Telecommunications Satellite Organization has, in accordance with its original purpose, established a global satellite system for providing telecommunications services to all areas of the world, which has contributed to world peace and understanding,

Taking into account that the 24<sup>th</sup> Assembly of Parties of the International Telecommunications Satellite Organization decided to restructure and privatize by establishing a private company supervised by an intergovernmental organization,

Acknowledging that increased competition in the provision of telecommunications services has made it necessary for the International Telecommunications Satellite Organization to transfer its space system to the Company defined in Article I(c) of this Agreement in order that the space system continues to be operated in a commercially viable manner,

Intending that the Company will honor the Core Principles set forth in Article III of this Agreement and will provide, on a commercial basis, the space segment required for international public telecommunications services of high quality and reliability,

Having determined that there is a need for an intergovernmental supervisory organization, to which any State member of the United Nations or the International Telecommunication Union may become a Party, to ensure that the Company fulfills the Core Principles on a continuing basis,

Agree as follows:

Definitions

**ARTICLE I**

For the purposes of this Agreement:

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

(b) "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;

(c) "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;

(d) "Company" means the private entity or entities established under the law of one or more States to which the international telecommunications satellite organization's space system is transferred and includes their successors-in-interest;

## ARTICLE I

(e) "On a Commercial Basis" means in accordance with usual and customary commercial practice in the telecommunications industry;

(f) "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 of radio and television programs between approved earth stations having access to the Company's 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;

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

(h) "Lifeline Connectivity Obligation" or "LCO" means the obligation assumed by the Company as set out in the LCO contract to provide continued telecommunications services to the LCO customer;

(i) "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;

(j) "Public Services Agreement" means the legally binding instrument through which ITSO ensures that the Company honors the Core Principles;

(k) "Core Principles" means those principles set forth in Article III;

(l) "Common Heritage" means those frequency assignments associated with orbital locations in the process of advanced publication, coordination or registered on behalf of the Parties with the International Telecommunication Union in accordance with the provisions set forth in the ITU's Radio Regulations which are transferred to a Party or Parties pursuant to Article XII;

(m) "Global coverage" means the maximum geographic coverage of the earth towards the northernmost and southernmost parallels visible from satellites deployed in geostationary orbital locations;

(n) "Global connectivity" means the interconnection capabilities available to the Company's customers through the global coverage the Company provides in order to make communication possible within and between the five International Telecommunication Union (ITU) regions defined by the plenipotentiary conference of the ITU, held in Montreux in 1965;

(o) "Non-discriminatory access" means fair and equal opportunity to access the Company's system;

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

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

(r) "LCO customers" means all customers qualifying for and entering into LCO contracts; and

(s) "Administration" means any governmental department or agency responsible for compliance with the obligations derived from the Constitution of the International Telecommunication Union, the Convention of the International Telecommunication Union, and its Administrative Regulations.

## Establishment of ITSO

## ARTICLE II

The Parties, with full regard for the principles set forth in the Preamble to this Agreement, establish the International Telecommunications Satellite Organization, herein referred to as "ITSO".

## Main Purpose and Core Principles of ITSO

## ARTICLE III

(a) Taking into account the establishment of the Company, the main purpose of ITSO is to ensure, through the Public Services Agreement, that the Company provides, on a commercial basis, international public telecommunications services, in order to ensure performance of the Core Principles.

(b) The Core Principles are:

- (i) Maintain global connectivity and global coverage ;
- (ii) Serve its lifeline connectivity customers; and
- (iii) Provide non-discriminatory access to the Company's system.

## Covered Domestic Public Telecommunications Services

## ARTICLE IV

The following shall be considered for purposes of applying Article III on the same basis as international public telecommunications services:

(a) 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

(b) 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 appropriate approval has been given.

## Supervision

## ARTICLE V

ITSO shall take all appropriate actions, including entering into the Public Services Agreement, to supervise the performance by the Company of the Core Principles, in particular, the principle of non-discriminatory access to the Company's system for existing and future public telecommunications services offered by the Company when space segment capacity is available on a commercial basis.

## Juridical Personality

## ARTICLE VI

(a) ITSO 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: conclude agreements with States or international organizations;

- (i) contract;
- (ii) acquire and dispose of property; and
- (iii) 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.

## Financial Principles

## ARTICLE VII

- (a) ITSO will be financed for the twelve year period established in Article XXI by the retention of certain financial assets at the time of transfer of ITSO's space system to the Company.
- (b) In the event ITSO continues beyond twelve years, ITSO shall obtain funding through the Public Services Agreement

## Structure of ITSO

## ARTICLE VIII

ITSO shall have the following organs:

- (a) the Assembly of Parties; and
- (b) an executive organ, headed by the Director General, responsible to the Assembly of Parties.

## Assembly of Parties

## ARTICLE IX

- (a) The Assembly of Parties shall be composed of all the Parties and shall be the principal organ of ITSO.
- (b) The Assembly of Parties shall give consideration to general policy and long-term objectives of ITSO.
- (c) The Assembly of Parties shall give consideration to matters which are primarily of interest to the Parties as sovereign States, and in particular ensure that the Company provides, on a commercial basis, international public telecommunications services, in order to:
- (i) maintain global connectivity and global coverage;
  - (ii) serve its lifeline connectivity customers; and
  - (iii) provide non-discriminatory access to the Company's system.
- (d) The Assembly of Parties shall have the following functions and powers:
- (i) to direct the executive organ of ITSO as it deems appropriate, in particular regarding the executive organ's review of the activities of the Company that directly relate to the Core Principles;
  - (ii) to consider and take decisions on proposals for amending this Agreement in accordance with Article XV of this Agreement;
  - (iii) to appoint and remove the Director General in accordance with Article X;
  - (iv) to consider and decide on reports submitted by the Director General that relate to the Company's observance of the Core Principles;
  - (v) to consider and, in its discretion, take decisions on recommendations from the Director General;
  - (vi) to take decisions, pursuant to paragraph (b) of Article XIV of this Agreement, in connection with the withdrawal of a Party from ITSO;
  - (vii) to decide upon questions concerning formal relationships between ITSO and States, whether Parties or not, or international organizations;
  - (viii) to consider complaints submitted to it by Parties;
  - (ix) to consider issues pertaining to the Parties' Common Heritage;
  - (x) to take decisions concerning the approval referred to in paragraph (b) of Article IV of this Agreement;