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**UNITED NATIONS
and
INTERNATIONAL TELECOMMUNICATIONS
SATELLITE ORGANIZATION
(INTELSAT)**

**Agreement for the leasing of space segment capacity (with
appendix and attachment). Signed at New York on
16 August 1984**

Authentic text: English.

Filed and recorded by the Secretariat on 16 August 1984.

**ORGANISATION DES NATIONS UNIES
et
ORGANISATION INTERNATIONALE
DES TÉLÉCOMMUNICATIONS PAR SATELLITES
(INTELSAT)**

**Accord relatif à la location d'un segment spatial (avec
appendice et pièce jointe). Signé à New York le 16 août
1984**

Texte authentique : anglais.

Classé et inscrit au répertoire par le Secrétariat le 16 août 1984.

AGREEMENT¹ FOR THE LEASING OF SPACE SEGMENT CAPACITY BETWEEN THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE ORGANIZATION (INTELSAT) AND THE UNITED NATIONS ORGANIZATION

Dated 16 August 1984

AGREEMENT FOR THE LEASE OF SPACE SEGMENT CAPACITY

1. SCOPE

The Terms and Conditions set forth herein are applicable to the allotment by INTELSAT of spare space segment capacity to meet long-term telecommunications requirements for peacekeeping and emergency relief activities of the United Nations ("the allotted capacity"). The allotted capacity shall be utilized in accordance with these terms and conditions.

2. REQUEST FOR SERVICE

a. Requests for the allotment by INTELSAT of space segment capacity for the aforesaid purpose ("Request for Service") shall be submitted in writing to INTELSAT by the United Nations. Requests for Service shall be submitted in the form prescribed by INTELSAT and appearing on Attachment No. 1. Each Request for Service, as well as request for amending an existing allotment, shall be signed by an authorized representative of the Allottee and contain the following information:

- (i) A brief description of the service to be established and the space segment capacity being requested. The space segment capacity shall be utilized solely for peacekeeping and emergency relief activities of the United Nations,
- (ii) The earth stations participating in the service (sending and receiving), and
- (iii) The estimated commencement date of operations.

b. The Request for Service shall normally be submitted at least six months prior to the proposed date of commencement of operations. On receipt of a Request for Service, INTELSAT will examine it for compatibility of operation within the limits of satellite resources and, if necessary, will consult with the Allottee and the entity responsible for the earth station(s) specified by the requesting Allottee, to ensure this compatibility. If the Request for Service can be accommodated, on completion of appropriate procedures for approval of the allotment INTELSAT will notify in writing the Allottee and the entity responsible for the earth station(s) of its disposition of the Request. A similar procedure will also be followed for a request for amending an existing allotment.

c. In order for operations to commence, INTELSAT's prior approval of the Request for Service is required. INTELSAT approval will be granted after the operational procedure described in Section 11 is completed.

¹ Came into force on 16 August 1984 by signature.

3. THE ALLOTTED CAPACITY

In response to a Request for Service under the Terms and Conditions contained in this document, INTELSAT will allot spare space segment capacity subject to availability. The capacity will be allotted on any INTELSAT satellite which can provide the requested capacity, or any equivalent capacity as determined by INTELSAT.

4. PERIOD OF ALLOTMENT

a. The allotted capacity shall be made available by INTELSAT to the Allottee on a 24-hour, seven-day-per-week basis for a minimum period of five years ("period of allotment").

b. The period of allotment shall commence on the date proposed by the Allottee in its Request for Service and approved by INTELSAT ("commencement date"). Upon receipt by INTELSAT prior to this initially-approved commencement date of a written request from the Allottee, a different commencement date no later than six months from the initially-approved commencement date may be agreed upon in writing between the Allottee and INTELSAT.

c. The period of allotment will terminate on the earlier of the following dates ("termination date"):

- (i) At the end of five years from the commencement date, or
- (ii) On the date upon which INTELSAT space segment capacity becomes available on a planned basis to meet these telecommunications requirements, unless the Allottee elects to continue the lease of the allotted capacity under the new terms and conditions approved by INTELSAT for the provision on a planned basis of space segment capacity for these services, in which case the new terms and conditions shall apply for the remainder of the period of allotment.

d. In the event that the period of allotment terminates pursuant to subparagraph 4(c)(i), it may, however, be extended by mutual agreement in writing between the Allottee and INTELSAT. Not less than 180 days prior to the termination date, the Allottee may request an extension of the period of allotment and request advice on the terms and conditions applicable to the period of extension.

5. INTERRUPTION IN THE PROVISIONS OF THE ALLOTTED CAPACITY

a. No allowances or credits will be made for any interruption in the availability of the allotted capacity which is of less than one-hour duration.

b. Any interruption in the availability of the allotted capacity which is of one hour or more duration and, as determined by INTELSAT, is attributable to the INTELSAT space segment (as defined in the INTELSAT Agreement), shall be credited to the Allottee in an amount equal to the proportionate annual charge in one-hour multiples for each hour, or major fraction thereof, of interruption.

c. In the event of an interruption in the availability of the allotted capacity which interruption, by a determination of INTELSAT, is attributable to the INTELSAT space segment (as defined in the INTELSAT Agreement), and exceeds thirty (30) consecutive days, INTELSAT shall have the right to suspend or terminate the allotment of capacity, except that such a right shall not be

exercised until INTELSAT has solicited the views of the Allottee concerning such proposed suspension or termination.

d. Notwithstanding any other provisions of these Terms and Conditions, INTELSAT, in its sole and absolute discretion, reserves the right to preempt at any time, and from time to time, the use of the allotted capacity in order to meet space segment requirements having a higher priority.

e. Any preemption by INTELSAT, pursuant to paragraph 5(*d*), of the utilization of the allotted capacity which is of one hour or more duration, but not including any time in excess of one-half hour required by the Allottee to perform antenna point-over to an alternative satellite on which capacity is made available by INTELSAT, shall be credited to the Allottee in an amount equal to the proportionate annual charge in one-hour multiples for each hour, or major fraction thereof, of preempted utilization.

f. No allowances or credits will be made for any interruption directly or indirectly caused by an act or omission of the Allottee, its customers, contractors, lessees, agents, assignees, or employees.

6. CHARGES

a. The charges applicable to the allotment of space segment capacity to meet the telecommunications requirements of the United Nations, as described herein, are those established by the Board of Governors for the domestic leased transponder service and contained in the INTELSAT Tariff Manual at the time the Request for Service is approved.

b. Charges are due by the Allottee from the commencement date set in accordance with paragraph 4(*b*) through the termination date of the period of allotment.

c. Should the Allottee terminate an allotment before its termination date, the Allottee shall pay to INTELSAT the termination charges specified in the INTELSAT Tariff Manual.

d. No termination charges shall be payable by the Allottee in the event the allotment is terminated pursuant to paragraphs 4(*c*)(ii) and 5(*c*).

7. PAYMENT

a. Payments for charges shall be made by the Allottee on a calendar-quarter basis and shall be received by INTELSAT within a period of sixty (60) days after the date of invoice, such invoices to be dispatched by INTELSAT after the end of each calendar quarter. An additional charge shall be imposed, at a rate of fourteen (14) percent per annum, on any due amounts not received by INTELSAT after sixty (60) days from the date of invoice, such charge to be computed commencing with the conclusion of the sixty (60) day period.

b. If any required payment, and interest due thereon, has not been received within a period of ninety (90) days after the due date, INTELSAT may terminate the allotment or impose other appropriate sanctions.

8. LIABILITY FOR DAMAGE

a. Except for allowances for interruption as specified in paragraph 5, INTELSAT shall not be liable for any loss or damage sustained by reason of an