



PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR
THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE CONSORTIUM

Washington, D.C., February - March 1969

INDEX (Rev. 3)
March 25, 1969

LIST OF DOCUMENTS

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Doc. 1	Provisional Agenda	E F S
Doc. 1 (Rev.)	Provisional Agenda	E F S
Doc. 1 (Adopted)	Agenda	E F S
Doc. 2	Provisional Rules of Procedure	E F S
Doc. 2 (Adopted)	Rules of Procedure	E F S
Doc. 3	Text of Interim Agreement (1964)	E F S
Doc. 4	Text of Special Agreement	E F S
Doc. 5	Text of Supplementary Agreement on Arbitration	E F S
Doc. 6	Report of the Interim Communications Satellite Committee on Definitive Arrangements for An International Global Communications Satellite System	E F S
Doc. 7	Proposed Working Committee Structure	E F S
Doc. 7 (Rev. 1)	Proposed Working Committee Structure	E F S
Doc. 7 (Adopted)	Working Committee Structure	E F S
Doc. 7 (Adopted-Corrected)	Working Committee Structure	F S
Doc. 8	Working Document Submitted by the Swedish Delegation	E F S
Doc. 9	Statement by Representative of Brazil at First Plenary Session in reply to The Hon. Elliot Richardson, Monday, February 24, 1969	E F S
Doc. 10	Working Document Submitted by the Delegation of the United States	E F S
Doc. 10 (Add.1)	Working Document Submitted by the Delegation of the United States	F

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Doc. 11	Credentials of Representatives to the Plenipotentiary Conference on Definitive Arrangements for the International Telecommunications Satellite Consortium	E F S
Doc. 12	Report of Committee IV to the Plenary Session	E F S
Doc. 13	Final List of Participants	E
Doc. 13 (Add 1 and Corrigendum)	Addendum and Corrigendum to the Final List of Participants	E
Doc. 14	Report to the Conference from the Steering Committee	E F S
Doc. 14 (Rev. 1)	Report to the Conference from the Steering Committee	E F S
Doc. 15	Report of the Chairman, Committee II, to the Plenary Session	E F S
Doc. 15 (Add. 1)	Additional Report of Chairman, Committee II, to the Plenary Session	E F S
Doc. 16	Report of Committee III, Financial Arrangements, to the Plenary Session	E F S
Doc. 17	Summary Report of Committee I to the Plenary Session	E F S

- 3 -

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
SR/1	Provisional Summary Record - First Plenary Session, Monday, February 24, 1969	E F S
SR/1 (Final)	Summary Record - First Plenary Session, Monday, February 24, 1969	E F S
SR/2	Provisional Summary Record - Second Plenary Session, Tuesday, March 18, 1969	E F S
SR/2 (Final)	Summary Record - Second Plenary Session, Tuesday, March 18, 1969	E F S
SR/3	Provisional Summary Record - Third Plenary Session, Wednesday, March 19, 1969	E F S
SR/3 (Final)	Summary Record - Third Plenary Session, Wednesday, March 19, 1969	E F S
SR/4	Provisional Summary Record - Fourth Plenary Session, Thursday, March 20, 1969	E F S
SR/4 (Final)	Summary Record - Fourth Plenary Session Thursday, March 20, 1969	E F S
SR/5	Summary Record - Fifth Plenary Session Friday, March 21, 1969	E F S

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. I/1	Committee I - Structure and Functions	E F S
Com. I/1 (Corr. 1)	Committee I - Structure and Functions	E F S
Com. I/1 (Rev. 1)	Committee I - Structure and Functions	E F S
Com. I/1 (Rev. 1) (Corr. 2)	Committee I - Structure and Functions	E F S
Com. I/2	Statement by the Representative of Canada in Committee I, Wednesday, February 26, 1969	E
Com. I/3	Statement by the Representative of Malaysia in Committee I, Wednesday, February 26, 1969	E
Com. I/4	Statement by the Representative of Switzerland in Committee I, Wednesday, February 26, 1969	E
Com. I/5	Statement by Mr. M. Mili, Secretary-General of the International Telecommunication Union in Committee I, Wednesday, February 26, 1969	E F S
Com. I/6	Statement by the Representative of Austria in Committee I, Wednesday, February 26, 1969	E
Com. I/7 (Rev. 1)	Statement by the Representative of France in Committee I, Wednesday, February 26, 1969	F F
Com. I/8	Statement by the Representative of Indonesia in Committee I, Thursday, February 27, 1969	E
Com. I/9	Proposed Preamble to Agreement Establishing Definitive Arrangements for a Global Commercial Communications Satellite System - Submitted by United States Delegation	E F S
Com. I/10	Statement by Observer of Union of Soviet Socialist Republics in Committee I, Thursday, February 27, 1969	E
Com. I/11	Statement by Representative of Mexico in Committee I, Wednesday, February 26, 1969	S
Com. I/12	Statement by Observer of Polish People's Republic in Committee I, Thursday, February 27, 1969	E
Com. I/13	Statement by Representative of Turkey in Committee I, Thursday, February 27, 1969	E

- 5 -

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. I/14	Statement by the Representative of New Zealand in Committee I, Thursday, February 27, 1969	E
Com. I/15	Statement by the Representative of Canada in Committee I, Thursday, February 27, 1969	E
Com. I/16	Statement by the Representative of the United Kingdom in Committee I, Thursday, February 27, 1969	E
Com. I/17	Statement by the Representative of the State of Israel in Committee I, Thursday, February 27, 1969	E
Com. I/18	Statement by the Representative of Japan in Committee I, Thursday, February 27, 1969	E
Com. I/19	Statement by the Representative of Thailand in Committee I, Saturday, March 1, 1969	E
Com. I/20	Statement by the Representative of the Philippines in Committee I, Thursday, February 27, 1969	E
Com. I/21	Statement by the Representative of Italy in Committee I, Saturday, March 1, 1969	E
Com. I/22	Statement by the Representative of the Netherlands in Committee I, Saturday, March 1, 1969	E
Com. I/23	Statement by the Representative of Italy in Committee I, Monday, March 3, 1969	E
Com. I/24	Statement by the Representative of Nigeria in Committee I, Monday, March 3, 1969	E
Com. I/25	Statement by the Representative of Thailand in Committee I, Monday, March 3, 1969	E
Com. I/26	Structure of the Organization (Submitted by the Delegations of Canada, the Federal Republic of Germany and India)	E F S
Com. I/26 (Add.1)	Structure of the Organization (Submitted by the Delegations of Canada, the Federal Republic of Germany and India)	E F S

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. I/27	Statement by the Representative of Kuwait in Committee I, Monday, March 3, 1969	E
Com. I/28	Statement by the Representative of Canada in Committee I, Monday, March 3, 1969	E
Com. I/29	Extract from Remarks by the Representative of the United Kingdom in Committee I, Monday, March 3, 1969--Scope of INTELSAT's Activities	E
Com. I/30	Statement by the Representative of Iran in Committee I, Monday, March 3, 1969	E
Com. I/31	Utilization of INTELSAT System by the United Nations.	E F S
Com. I/32	Statement of the Representative of the Federal Republic of Germany in Committee I, Monday, March 3, 1969	E
Com. I/33	Statement by the Representative of the Federal Republic of Germany in Committee I, Thursday, February 27, 1969	E
Com. I/34	Statement by the Representative of Mexico in Committee I, Monday, March 3, 1969	S
Com. I/35	Statement by the Representative of Japan in Committee I, Monday, March 3, 1969	E
Com. I/36	Observations by the French Delegation on the Concept of a Single System	E F S
Com. I/37	Statement by the Representative of Algeria in Committee I, Saturday, March 1, 1969	F
Com. I/38	Statement by the Observer of the Polish People's Republic in Committee I, Tuesday, March 4, 1969	E
Com. I/39	Statement by the Observer of Romania in Committee I, Tuesday, March 4, 1969	E

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. I/40	Management Arrangements Under the Definitive Arrangements (Submitted by the United Kingdom Delegation)	E F S
Com. I/41	Comments on the Structure of the Organization under the Definitive Arrangements (Submitted by the Delegation of the United States)	E F S
Com. I/42	Statement by the Representative of Canada in Committee I, Wednesday, March 5, 1969 -- Structure of the Organization	E
Com. I/43	Statement by the Representative of the Philippines in Committee I, Wednesday, March 5, 1969	E
Com. I/44	Statement by the Representative of Italy in Committee I, Wednesday, March 5, 1969	E
Com. I/45	Statement by the Representative of the United Kingdom in Committee I, Tuesday, March 4, 1969 -- Structure of the Organization	E
Com. I/46	Statement by the Representative of Pakistan in Committee I, Wednesday, March 5, 1969	E
Com. I/47	Statement by the Representative of Belgium in Committee I, Wednesday, March 5, 1969	F
Com. I/48	Statement by the Representative of Japan in Committee I, Wednesday, March 5, 1969	E
Com. I/49	Statement by the Representative of Thailand in Committee I, Thursday, March 6, 1969	E
Com. I/50	Statement by the Representative of New Zealand in Committee I, Thursday, March 6, 1969	E
Com. I/51	Statement by the Representative of the State of Kuwait in Committee I, Thursday, March 6, 1969	E
Com. I/52	Statement by the Observer from the Polish People's Republic in Committee I, Thursday, March 6, 1969	E
Com. I/53	Statement by the Observer from the Mongolian People's Republic in Committee I, Tuesday, March 4, 1969	E
Com. I/54	Statement by the Representative of Austria in Committee I, Tuesday, March 4, 1969--Scope of INTELSAT's Activities	E

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. I/55	Statement by the Representative of Austria in Committee I, Thursday, March 6, 1969-Structure of the Organization	E
Com. I/56	Statement by the Observer from the Ivory Coast in Committee I, Monday March 10, 1969	F
Com. I/57	Statement by the Representative of the Republic of Kenya in Committee I, Thursday, March 6, 1969	E
Com. I/58	The Management Body (The following proposed provisions, prepared in the form of treaty language, are submitted by Canada, the Federal Republic of Germany and India.)	E F S
Com. I/58(Rev. 1)	The Management Body (Submitted by the delegations of Canada, the Federal Republic of Germany and India.)	E F S
Com. I/58(Rev. 2)	The Management Body (Submitted by the delegations of Canada, the Federal Republic of Germany and India.)	E F S
Com. I/59	Statement by the Representative of Italy in Committee I, Thursday, March 6, 1969	E
Com. I/60	Statement by the Representative of the Syrian Arab Delegation in Committee, Monday, March 10, 1969 (Eligibility for Membership in the Organization)	E
Com. I/61	Statement by the Representative of the United States in Committee I, Thursday, March 6, 1969	E
Com. I/62	Functions of the International Management Body (Submitted by the Swiss Delegation)	E F S
Com. I/63	Paper (Submitted by the Delegation of India) The Preamble (As Drafted by the Working Group) The Purposes and Objectives	E F S
Com. I/64	Statement by the Representative of the State of Kuwait in Committee I, Tuesday, March 11, 1969	E

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. I/65	Statement by the Representative of the Czechoslovak Socialist Republic in Committee I, Tuesday, March 11, 1969	E
Com. I/66	Statement by the Representative of Malaysia in Committee I, Tuesday, March 11, 1969	E
Com. I/67	Elements of a Four-tier Structure (Submitted by the Delegations of Australia, Belgium and Chile)	E F S
Com. I/68	Scope of INTELSAT's Activities (Paper submitted by Pakistan)	E F S
Com. I/69	Statement by the Representative of Turkey in Committee I, Thursday, March 6, 1969	E
Com. I/70	Voting Arrangements - Governing Body (The Following Proposals are Submitted by Canada, the Federal Republic of Germany and India)	E F S
Com. I/71	Statements by the Representative of Turkey in Committee I	E
Com. I/72	Statement by the Representative of Malaysia in Committee I, Thursday, March 13, 1969	E
Com. I/73	Statement by the Representative of Italy in Committee I, Thursday, March 13, 1969	E
Com. I/74	Statement by the Representative of Japan in Committee I, Thursday, March 13, 1969	E
Com. I/75	Statement by the Representative of Canada in Committee I, Thursday, March 13, 1969	E
Com. I/76	Structure of the Organization-Governing Body (Submitted by the Delegations of Canada, Federal Republic of Germany, and India)	E F S
Com. I/77	Rights and Obligations of Members (Submitted by the Delegation of Japan)	E F S
Com. I/78	Statement by the Representative of Canada in Committee I, Thursday, March 13, 1969	E
Com. I/79	Statement by the Representative of the Netherlands in Committee I, Thursday, March 13, 1969	E

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. I/80	Statement by the Representative of Tunisia in Committee I, Tuesday, March 4, 1969	F
Com. I/81	Statement by the Observer from the Ivory Coast in Committee I, Thursday, March 13, 1969	F
Com. I/82	Governing Body - Membership and Voting Arrangements (Submitted by the United Kingdom Delegation)	E F S
Com. I/83	Technical Consultation for Separate Domestic Systems (Submitted by Canada, the Federal Republic of Germany, India and Mexico)	E F S
Com. I/84	Report of the Working Group A - Committee I	E F S
Com. I/84 (Rev. 1)	Report of the Working Group A - Committee I	E F S
Com. I/85	Rights and Obligations of Membership (Statement by India on paragraph 600 of the ICSC Report)	E F S
Com. I/86	Statement by the Representative of Algeria in Committee I	F
Com. I/87	Statement by the Representative of Algeria in Committee I	F
Com. I/88	Statement by the Representative of the Philippines in Committee I, Saturday, March 15, 1969	E
Com. I/89	Statement by the Representative of Turkey in Committee I, Saturday, March 15, 1969	E
Com. I/90	Statement by the Observer of the International Telecommunication Union in Committee I, Saturday, March 15, 1969	E
Com. I/91	Statement by the Observer from the United Nations in Committee I, Saturday, March 15, 1969	E F S
Com. I/92	Statement by the Representative of Indonesia in Committee I, Saturday, March 15, 1969	E
Com. I/93	Statement by the Representative of Australia in Committee I, Saturday, March 15, 1969	E
Com. I/94	Report of Working Group C - Committee I	E F S
Com. I/94 (Corr. 1 to Annex I)	Report of Working Group C - Committee I, Corrigendum to Annex I	E F S
Com. I/95	Scope of Activities (Paper by the United Kingdom Delegation)	E F S

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. I/96	Paper Submitted by the French Delegation Based on the Statement by the Representative of France in Committee I, Saturday, March 15, 1969	E F S
Com. I/97	Statement by the Representative of Nigeria in Committee I, Monday, March 17, 1969 - Rights and Obligations of Participating States in INTELSAT	E
Com. I/98	Statement by the Representative of the Syrian Arab Republic in Committee I, Monday, March 17, 1969 - Rights and Obligations of Members	E
Com. I/99	Scope of INTELSAT Activities (Paper Submitted by Denmark)	E F S
Com. I/100	Statement by the Representative of Peru in Committee I, Monday, March 17, 1969	S
Com. I/101	Statement by the Representative of Belgium in Committee I, Monday, March 17, 1969	F
Com. I/102	Paper Submitted by Belgium and France Concerning the International Management Body	E F S
Com. I/102 (Rev.1)	Paper Submitted by Belgium and France Concerning the International Management Body	F
Com. I/102 (Corr.1)	Paper Submitted by Belgium and France Concerning the International Management Body	S
Com. I/103	Statement by the Representative of Algeria in Committee I, March 3, 1969	F
Com. I/104	Statement by the Representative of Canada in Committee I, Monday, March 17, 1969	E
Com. I/105	Statement by the Representative of Canada in Committee I, Tuesday, March 18, 1969 - The Report of Working Group A	E
Com. I/106	Statement by the Representative of Portugal in Committee I, Tuesday, March 18, 1969 - Objectives and Scopes of Activities of the Organization	E
Com. I/107	Main Points Expressed in Committee I's Discussion of the Rights and Obligations of Members and the Relationship with the ITU (Submitted by the Secretary at the Request of the Committee)	E F S
Com. I/107 (Rev.1)	Main Points Expressed in Committee I's Discussion of the Rights and Obligations of Members and the Relationship with the ITU	E F S

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. I/108	Statement by the Observer from the Union of Soviet Socialist Republics in Committee I, Tuesday, March 18, 1969	E
Com. I/109	Statement by the Representative of Algeria in Committee I, Wednesday, March 5, 1969	F
Com. I/110	Draft Summary Report of Committee I to the Plenary Session	E F S
Com. I/111	Report of Working Group B, Committee I - Structure of the Organization	E F S
Com. I/111 (Corr.1)	Corrigendum to Report of Working Group B, Committee I	E F S

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. I/SR/1	Provisional Summary Record - First Session of Committee I, Tuesday, February 25, 1969	E F S
Com. I/SR/1(Final)	Summary Record - First Session of Committee I Tuesday, February 25, 1969	E F S
Com. I/SR/2	Provisional Summary Record - Second Session of Committee I, Wednesday, February 26, 1969	E F S
Com. I/SR/2(Final)	Summary Record - Second Session of Committee I Wednesday, February 26, 1969	E F S
Com. I/SR/3	Provisional Summary Record - Third Session of Committee I, Thursday, February 27, 1969	E F S
Com. I/SR/3(Final)	Summary Record - Third Session of Committee I Thursday, February 27, 1969	E F S
Com. I/SR/4	Provisional Summary Record - Fourth Session of Committee I, Saturday, March 1, 1969	E F S
Com. I/SR/4(Final)	Summary Record - Fourth Session of Committee I Saturday, March 1, 1969	E F S
Com. I/SR/5	Provisional Summary Record - Fifth Session of Committee I, Monday, March 3, 1969	E F S
Com. I/SR/5(Final)	Summary Record - Fifth Session of Committee I Monday, March 3, 1969	E F S
Com. I/SR/6	Provisional Summary Record - Sixth Session of Committee I, Tuesday, March 4, 1969	E F S
Com. I/SR/6(Final)	Summary Record - Sixth Session of Committee I Tuesday, March 4, 1969	E F S
Com. I/SR/7	Provisional Summary Record - Seventh Session of Committee I, Wednesday, March 5, 1969	E F S
Com. I/SR/7(Final)	Summary Record - Seventh Session of Committee I Wednesday, March 5, 1969	E F S
Com. I/SR/8	Provisional Summary Record - Eighth Session of Committee I, Thursday, March 6, 1969	E F S
Com. I/SR/8(Final)	Summary Record - Eighth Session of Committee I Thursday, March 6, 1969	E F S
Com. I/SR/9	Provisional Summary Record - Ninth Session of Committee I, Monday, March 10, 1969	E F S
Com. I/SR/9(Final)	Summary Record - Ninth Session of Committee I Monday, March 10, 1969	E F S

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. I/SR/10	Provisional Summary Record - Tenth Session of Committee I, Tuesday, March 11, 1969	E F S
Com. I/SR/10(Final)	Summary Record - Tenth Session of Committee I, Tuesday, March 11, 1969	E F S
Com. I/SR/11	Provisional Summary Record - Eleventh Session of Committee I, Thursday, March 13, 1969	E F S
Com. I/SR/11(Final)	Summary Record - Eleventh Session of Committee I, Thursday, March 13, 1969	E F S
Com. I/SR/12	Provisional Summary Record - Twelfth Session of Committee I, Saturday, March 15, 1969	E F S
Com. I/SR/12(Final)	Summary Record - Twelfth Session of Committee I, Saturday, March 15, 1969	E F S
Com. I/SR/13	Provisional Summary Record - Thirteenth Session of Committee I, Monday, March 17, 1969	E F S
Com. I/SR/13(Final)	Summary Record - Thirteenth Session of Committee I, Monday, March 17, 1969	E F S
Com. I/SR/14	Provisional Summary Record - Fourteenth Session of Committee I, Tuesday, March 18, 1969	E F S
Com. I/SR/14(Final)	Summary Record - Fourteenth Session of Committee I, Tuesday, March 18, 1969	E F S
Com. I/SR/15	Provisional Summary Record - Fifteenth Session of Committee I, Wednesday, March 19, 1969	E F S
Com. I/SR/15(Final)	Summary Record - Fifteenth Session of Committee I, Wednesday, March 19, 1969	E F S
Com. I/SR/16	Provisional Summary Record - Sixteenth Session of Committee I, Thursday, March 20, 1969	E F S
Com. I/SR/16(Final)	Summary Record - Sixteenth Session of Committee I, Thursday, March 20, 1969	E F S

- 15 -

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. II/1	Committee II - Legal and Procedural Questions	E F S
Com. II/1 (Rev. 1)	Committee II - Legal and Procedural Questions	E F S
Com. II/1 (Rev. 1) (Add. 1)	Committee II - Legal and Procedural Questions	E F S
Com. II/2	Legal Status of INTELSAT Under the Definitive Arrangements (Submitted by the United States Delegation)	E F S
Com. II/3	Privileges and Immunities (Submitted by the United States Delegation)	E F S
Com. II/4	Legal Status of INTELSAT Under the Definitive Arrangements (Submitted by the Delegation of Switzerland)	E F S
Com. II/5	Accession, Supersession and Buy-Out Under the Definitive Arrangements (Submitted by the United States Delegation)	E F S
Com. II/6	Considerations Regarding the Legal Status of INTELSAT Under the Definitive Arrangements (Submitted by the Delegation of Mexico)	E F S
Com. II/7	Final Clause (Accession, Supersession) Under the Definitive Arrangements (Submitted by the Japanese Delegation)	E F S
Com. II/8	Final Clauses (Signature, Ratification, Acceptance, Approval, Accession, Entry into Force, Registration) (Submitted by the Brazilian Delegation)	E F S
Com. II/9	Report of Committee II - Working Group on Legal Status	E F S
Com. II/9(Corr.1)	Report of Committee II - Working Group on Legal Status	E F S
Com. II/9(Corr.2)	Report of Committee II - Working Group on Legal Status	E F S
Com. II/10	Report of Working Group on Accession, Supersession, Buy-Out, Obligations and Rights of Non-Continuing Members and Entry Into Force (Item IV of the Agenda)	E F S

<u>Document</u>	<u>Title</u>	<u>Language</u>
Com. II/11	Transmittal Memo with Attachments: Com. II/9 (As Corrected) and Com. II/SR/8 (Pertinent Pages--1 thru 4 and 10) from Chairman of Committee II to Chairman of Committee I	E F S
Com. II/12	Statement by the Representative of Sweden in Committee II, Friday, March 14, 1969 - Accession, Supersession, Buy-Out, Obligations and Rights of Non-Continuing Members and Entry into Force	E
Com. II/13	Definition of Terms "International" and "Domestic" in Respect of Telecommunications Services (Paper by the Delegation of Pakistan)	E F S
Com. II/13 (Corr.1)	Definition of Terms "International" and "Domestic" in Respect of Telecommunications Services (Paper by the Delegation of Pakistan)	E S
Com. II/14	Amendment and Review Processes (Submitted by the Delegations of Canada, the Federal Republic of Germany and India)	E F S
Com. II/15	Report of Working Group II B	E F S
Com. II/15 (Corr.1)	Corrigendum to Appendix 1 to Annex B and Appendix 2 to Annex B	S
Com. II/16	Report of Working Group II B on Agenda Items VIII - Amendment Processes, V - Withdrawal Provisions, and VI - Liability of Partners Inter-Se	E F S

- 17 -

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. II/SR/1	Provisional Summary Record - First Session of Committee II, Tuesday, February 25, 1969	E F S
Com. II/SR/1(Final)	Summary Record - First Session of Committee II, Tuesday, February 25, 1969	E F S
Com. II/SR/2	Provisional Summary Record - Second Session of Committee II, Wednesday, February 26, 1969	E F S
Com. II/SR/2(Final)	Summary Record - Second Session of Committee II, Wednesday, February 26, 1969	E F S
Com. II/SR/3	Provisional Summary Record - Third Session of Committee II, Thursday, February 27, 1969	E F S
Com. II/SR/3 (Final)	Summary Record - Third Session of Committee II, Thursday, February 27, 1969	E F S
Com. II/SR/4	Provisional Summary Record - Fourth Session of Committee II, Tuesday, March 4, 1969	E F S
Com. II/SR/4(Final)	Summary Record - Fourth Session of Committee II, Tuesday, March 4, 1969	E F S
Com. II/SR/5	Provisional Summary Record - Fifth Session of Committee II, Wednesday, March 5, 1969	E F S
Com. II/SR/5(Final)	Summary Record - Fifth Session of Committee II, Wednesday, March 5, 1969	E F S
Com. II/SR/6	Provisional Summary Record - Sixth Session of Committee II, Friday, March 7, 1969	E F S
Com. II/SR/6(Final)	Summary Record - Sixth Session of Committee II, Friday, March 7, 1969	E F S
(Final)(Corr.1)		E
Com. II/SR/7	Provisional Summary Record - Seventh Session of Committee II, Monday, March 10, 1969	E F S
Com. II/SR/7(Final)	Summary Record - Seventh Session of Committee II, Monday, March 10, 1969	E F S
Com. II/SR/8	Provisional Summary Record - Eighth Session of Committee II, Wednesday, March 12, 1969	E F S
Com. II/SR/8(Final)	Summary Record - Eighth Session of Committee II, Wednesday, March 12, 1969	E F S
Com. II/SR/9	Provisional Summary Record - Ninth Session of Committee II, Friday, March 14, 1969	E F S

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. II/SR/9(Final)	Summary Record - Ninth Session of Committee II, Friday, March 14, 1969	E F S
Com. II/SR/10	Provisional Summary Record - Tenth Session of Committee II, Monday, March 17, 1969	E F S
Com. II/SR/10 (Final)	Summary Record - Tenth Session of Committee II, Monday, March 17, 1969	E F S
Com. II/SR/11	Provisional Summary Record - Eleventh Session of Committee II, Wednesday, March 19, 1969	E F S
Com. II/SR/11 (Final)	Summary Record - Eleventh Session of Committee II, Wednesday, March 19, 1969	E F S
Com. II/SR/12	Provisional Summary Record - Twelfth Session of Committee II, Thursday, March 20, 1969	E F S
Com. II/SR/12 (Final)	Summary Record - Twelfth Session of Committee II, Thursday, March 20, 1969	E F S

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. III/1	Committee III - Financial Arrangements	E F S
Com. III/1 (Rev. 1)	Committee III - Financial Arrangements	F
Com. III/1 (Corr.1)	Committee III - Financial Arrangements	E F S
Com. III/1 (Add. 1)	Committee III - Financial Arrangements	E F S
Com. III/2	Determination of Investment Shares Under the Definitive Arrangements (Submitted by the United States Delegation)	E F S
Com. III/3	Investment in International Cooperation Under The Definitive Arrangements (Submitted by the State of Kuwait Delegation)	E F S
Com. III/4	Statement by the Representative of Malaysia in Committee III, Monday, March 3, 1969	E
Com. III/5	Statement by the Representative of Switzerland in Committee III, Monday, March 3, 1969-- Introduction to Financial Principles	E
Com. III/6	Financial Arrangements (Submitted by the Delegation of New Zealand)	E F S
Com. III/7	Statement by the Representative of Canada in Committee III, Tuesday, March 4, 1969	E
Com. III/8	Statement by the Representative of Australia in Committee III, Tuesday, March 4, 1969	E
Com. III/9	Statement by the Representative of Nigeria in Committee III, Tuesday, March 4, 1969	E
Com. III/10	Statement by the Representative of the Syrian Arab Republic in Committee III, Tuesday, March 4, 1969	E
Com. III/11	Statement by the Representative of Thailand in Committee III, Tuesday, March 4, 1969	E
Com. III/12	Statement by the Representative of the Federal Republic of Germany in Committee III, Monday, March 3, 1969	E

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. III/13	Statement by the Representative of the United States in Committee III, Monday, March 3, 1969	E
Com. III/14	Statement by the Representative of Iran in Committee III, Tuesday, March 4, 1969	E
Com. III/15	Statement by the Representative of Italy in Committee III, Tuesday, March 4, 1969	E
Com. III/16	Outlines for the Determination of Investment Shares under the Definitive Arrangements (Submitted by the Delegation of the State of Israel)	E F S
Com. III/17	Statement by the Representative of the United Kingdom in Committee III, Tuesday, March 4, 1969	E
Com. III/18	Statement by the Representative of Mexico in Committee III, Monday, March 3, 1969	S
Com. III/19	Statement by the Representative of Argentina in Committee III, Tuesday, March 4, 1969	S
Com. III/20	Statement by the Representative of Japan in Committee III, Tuesday, March 4, 1969	E
Com. III/21	Statement by the Representative of the United Kingdom in Committee III, Wednesday, March 5, 1969	E
Com. III/22	Statement by the Representative of Colombia in Committee III, Wednesday, March 5, 1969	S
Com. III/23	Statement by the Representative of the United States in Committee III, Tuesday, March 4, 1969	E
Com. III/24	Statement by the Representative of Ceylon in Committee III, Monday, March 3, 1969	E
Com. III/25	Statement by the Representative of India in Committee III, Monday, March 3, 1969	E
Com. III/26	Statement by the Representative of Austria in Committee III, Tuesday, March 4, 1969	E

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. III/27	Statement by the Representative of the Netherlands in Committee III, Tuesday, March 4, 1969	E
Com. III/28	Statement by the Representative of the Philippines in Committee III, Tuesday, March 4, 1969	E
Com. III/29	Statement by the Representative of Norway in Committee III, Wednesday, March 5, 1969	E
Com. III/30	Statement by the Representative of France in Committee III-- Financial Structure of the Organization	F
Com. III/31	Statement by the Representative of the United States in Committee III, Wednesday, March 5, 1969--Determination of Investment Shares	E
Com. III/32	Statement by the Representative of Austria in Committee III, Wednesday, March 5, 1969	E
Com. III/33	Statement by the Representative of Sweden in Committee III, Wednesday, March 5, 1969	E
Com. III/34	INTELSAT Accounting Practice (Furnished by INTELSAT Manager at the Request of the Chairman of Committee III)	E
Com. III/35	Statement by the U.S. Representative in Committee III, Thursday, March 6, 1969	E
Com. III/36	Statement by the U.S. Representative in Committee III, Thursday, March 6, 1969	E
Com. III/37	Statement of U.S. Representative in Committee III, Wednesday, March 5, 1969 -- Financial Aspects of System Access by Non-Members	E
Com. III/38	Statement by the Representative of India in Committee III, Thursday, March 6, 1969 - Financial Aspects of Withdrawal	E
Com. III/39	Financial Aspects of Transition from Interim to Definitive Arrangements (Submitted by the United Kingdom Delegation)	E F S

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. III/40	Financial Aspects of Provisions Relating to Withdrawal (Submitted by the United Kingdom Delegation)	E F S
Com. III/41	Summary of Committee III, Consideration of Work Programme (Introduction to Section III, Inclusive)	E F S
Com. III/42	Financial Aspects of System Access by Non-Members (Com. III/1 Section V)	E F S
Com. III/43	Financial Rights and Obligations of Investors (Com. III/1 Section IV)	E F S
Com. III/44	Financial Aspects of Provisions Relating to Withdrawal and of Transition from Interim Arrangements to Definitive Arrangements (Com. III/1 Sections VI and VII)	E F S
Com. III/45	Statement by Delegation of France in Committee III, Tuesday, March 11, 1969	F
Com. III/46	Basis for Determining Investment Quotas (Submitted by the Delegation of Argentina)	E F S
Com. III/47	Statement by the Representative of Canada in Committee III, Wednesday, March 12, 1969	E
Com. III/48	Financial Rights of the Parties at the Time of Changes in Investment Quotas (Document Submitted by France)	E F S
Com. III/49	Draft Report of Committee III - Financial Arrangements	E F S
Com. III/49(Corr.1)	Corrigendum to Com. III/49	E F S
Com. III/49(Corr.2)	Corrigendum to Com. III/49	E F S

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. III/SR/1	Provisional Summary Record--First Session of Committee III, Tuesday, February 25, 1969	E F S
Com. III/SR/1(Final)	Summary Record--First Session of Committee III, Tuesday, February 25, 1969	E F S
Com. III/SR/2	Provisional Summary Record--Second Session of Committee III, Wednesday, February 26, 1969	E F S
Com. III/SR/2(Final)	Summary Record--Second Session of Committee III, Wednesday, February 26, 1969	E F S
Com. III/SR/3	Provisional Summary Record--Third Session of Committee III, Monday, March 3, 1969	E F S
Com. III/SR/3(Final)	Summary Record - Third Session of Committee III Monday, March 3, 1969	E F S
Com. III/SR/4	Provisional Summary Record - Fourth Session of Committee III, Tuesday, March 4, 1969	E F S
Com. III/SR/4(Final)	Summary Record - Fourth Session of Committee III Tuesday, March 4, 1969	E F S
Com. III/SR/5	Provisional Summary Record - Fifth Session of Committee III, Wednesday, March 5, 1969	E F S
Com. III/SR/5(Final)	Summary Record - Fifth Session of Committee III Wednesday, March 5, 1969	E F S
Com. III/SR/6	Provisional Summary Record - Sixth Session of Committee III, Thursday, March 6, 1969	E F S
Com. III/SR/6(Final)	Summary Record - Sixth Session of Committee III, Thursday, March 6, 1969	E F S
Com. III/SR/7	Provisional Summary Record - Seventh Session of Committee III, Tuesday, March 11, 1969	E F S
Com. III/SR/7(Final)	Summary Record - Seventh Session of Committee III, Tuesday, March 11, 1969	E F S
Com. III/SR/8	Provisional Summary Record - Eighth Session of Committee III, Wednesday, March 12, 1969	E F S
Com. III/SR/8(Final)	Summary Record - Eighth Session of Committee III, Wednesday, March 12, 1969	E F S

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. III/SR/9	Provisional Summary Record - Ninth Session of Committee III, Thursday, March 13, 1969	E F S
Com. III/SR/9(Final)	Summary Record - Ninth Session of Committee III, Thursday, March 13, 1969	E F S
Com. III/SR/10	Provisional Summary Record - Tenth Session of Committee III, Monday, March 17, 1969	E F S
Com. III/SR/10(Final)	Summary Record - Tenth Session of Committee III, Monday, March 17, 1969	E F S
Com. III/SR/11	Provisional Summary Record - Eleventh Session of Committee III, Tuesday, March 18, 1969	E F S
Com. III/SR/11(Final)	Summary Record - Eleventh Session of Committee III, Tuesday, March 18, 1969	E F S

- 25 -

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. IV/1	Committee IV - Other Operational Arrangements	E F S
Com. IV/2	Statement by the Representative of the United Kingdom in Committee IV, Friday, February 28, 1969--Procurement Policies	E
Com. IV/3	Statement by the Observer of the Polish People's Republic in Committee IV, Monday, March 3, 1969	E
Com. IV/4	The Problem of Supply (Submitted by the French Delegation)	E F
Com. IV/5	Report of Working Group of Committee IV	E F S
Com. IV/5(Rev.1)	Report of Working Group of Committee IV	E F S
Com. IV/6	Procurement Policy (Submitted by the Delegation of Venezuela)	E F S
Com. IV/7	Statement by the Representative of the United Kingdom in Committee IV, Monday, March 10, 1969	E
Com. IV/8	Working Paper (Submitted by the Delegation of Venezuela)	E F S
Com. IV/9	Joint Statement of Algeria and Nigeria on the Policy of The Organization Regarding Patents and Inventions	F
Com. IV/10	Committee IV - Working Paper on Inventions, Data and Technical Information (Working Document Submitted by the United Kingdom Delegation)	E F S
Com. IV/11	Proposed Article on Inventions and Technical Information (Working Paper Submitted by the Delegations of Canada, the Federal Republic of Germany and India)	E F S
Com. IV/11 (Add. 1)	Explanatory Memorandum to Working Paper Com. IV/11 (Submitted by the Delegations of Canada, the Federal Republic of Germany and India)	E F S
Com. IV/12	Draft Report of Committee IV to the Plenary Session	E F S

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. IV/SR/1	Provisional Summary Record - First Session of Committee IV, Tuesday, February 25, 1969	E F S
Com. IV/SR/1 (Final)	Summary Record - First Session of Committee IV, Tuesday, February 25, 1969	E F S
Com. IV/SR/2	Provisional Summary Record - Second Session of Committee IV, Friday, February 28, 1969	E F S
Com. IV/SR/2 (Final)	Summary Record - Second Session of Committee IV, Friday, February 28, 1969	E F S
Com. IV/SR/3	Provisional Summary Record - Third Session of Committee IV, Monday, March 3, 1969	E F S
Com. IV/SR/3 (Final)	Summary Record - Third Session of Committee IV, Monday, March 3, 1969	E F S
Com. IV/SR/4	Provisional Summary Record - Fourth Session of Committee IV, Thursday, March 6, 1969	E F S
Com. IV/SR/4 (Final)	Summary Record - Fourth Session of Committee IV, Thursday, March 6, 1969	E F S
Com. IV/SR/5	Provisional Summary Record - Fifth Session of Committee IV, Monday, March 10, 1969	E F S
Com. IV/SR/5 (Final)	Summary Record - Fifth Session of Committee IV, Monday, March 10, 1969	E F S
Com. IV/SR/6	Provisional Summary Record - Sixth Session of Committee IV, Thursday, March 13, 1969	E F S
Com. IV/SR/6 (Final)	Summary Record - Sixth Session of Committee IV, Thursday, March 13, 1969	E F S
Com. IV/SR/7	Provisional Summary Record - Seventh Session of Committee IV, Monday, March 17, 1969	E F S
Com. IV/SR/7 (Final)	Summary Record - Seventh Session of Committee IV, Monday, March 17, 1969	E F S

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Inf/1	General Information	E
Inf/2	General Information Handbook	E
Inf/3	Documentation Procedure	E
Inf/4	Provisional List of Participants	E
Inf/5	Visit to Goddard Space Flight Center	E
Inf/5 (Rev. 1)	Revised Goddard Trip Schedule	E
Inf/6	Film Schedule	E
Inf/7	Directory	E
Inf/7 (Add. 1)	Addendum to Directory	E
Inf/7 (Add. 2 and Corrigendum)	Addendum and Corrigendum to Directory	E
Inf/7 (Add. 3 and Corrigendum)	Addendum and Corrigendum to Directory	E
Inf/7 (Add. 4 and Corrigendum)	Addendum and Corrigendum to Directory	E
Inf/8	Exhibits	E
Inf/9	Committee Officers	E
Inf/10	Program for March 5 - 8	E
Inf/11	Program for the Third Week of the Conference March 10 - 15, 1969	E
Inf/12	Composition of Current Working Groups	E
Inf/13	Apollo 8 Film	E
Inf/14	Picture Presentation	E
Inf/15	Conference on Digital Satellite Communication	E
Inf/16	Agenda for Plenary Meetings, March 18-21, 1969	E

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
PR/1	Welcoming Remarks by The Honorable Elliot Richardson, Acting Secretary of State, to the INTELSAT Conference, February 24, 1969	E
PR/2	Remarks by Ambassador Leonard H. Marks, Chairman, INTELSAT Conference, February 24, 1969	E
PR/3	Accession of Viet-Nam and Luxembourg to INTELSAT	E
PR/4	INTELSAT Working Committees Meet	E
PR/4 (Corr. 1)	INTELSAT Working Committees Meet	E
PR/5	Three INTELSAT Committees Hold Sessions	E
PR/6	Committee I Discusses INTELSAT Objectives and Purposes; Two Observer Delegations Speak	E
PR/7	Ghana and Hungary Join INTELSAT Conference as Observers	E
PR/8	Discussion of INTELSAT's Objectives and Purposes Continues	E
PR/9	Committee IV Discusses Procurement Policies	E
PR/10	Committee I Establishes Working Group	E
PR/11	Committee I Discusses Several Agenda Items	E
PR/12	Committee IV Forms Working Group on Procurement Policies	E
PR/13	Financial Arrangements for INTELSAT Discussed	E
PR/14	Committee I Discusses Structure and Management	E

- 29 -

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
PR/15	Guatemala Becomes 68th INTELSAT Member	E
PR/16	Committee I Continues Discussion of INTELSAT's Structure	E
PR/17	Four Countries Join INTELSAT Conference as Observers	E
PR/18	Committee IV Receives Working Group's Report; Discusses Procurement Policy, Inventions, Data and Technical Information	E
PR/19	Committee I Discusses INTELSAT Membership and Agreements	E
PR/20	Committee I Considers Key Items	E
PR/21	Plenary Session of INTELSAT Conference To Resume This Tuesday	E
PR/22 (March 14)	Committee I Discusses Rights and Obligations of Members	E
PR/22 (March 18)	Committee I Discusses Rights and Obligations of Members	E
PR/22 (March 18) (Corr. 1)	Committee I Discusses Rights and Obligations of Members	E
PR/23	INTELSAT Conference Holds Second Plenary Session	E
PR/24	Committee I Discusses Working Group Report	E
PR/25	Third Plenary Session Considers Several Committee Reports	E
PR/26	INTELSAT Conference Holds Fourth Plenary Session	E
PR/27	INTELSAT Conference Recesses; Will Reconvene November 18	E

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PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR
THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE CONSORTIUM

Washington, D.C., February - March 1969

INDEX (Rev. 2)
March 15, 1969

LIST OF DOCUMENTS
(issued as of 5 p.m., March 14, 1969)

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Doc. 1	Provisional Agenda	E F S
Doc. 1 (Rev.)	Provisional Agenda	E F S
Doc. 1 (Adopted)	Agenda	E F S
Doc. 2	Provisional Rules of Procedure	E F S
Doc. 2 (Adopted)	Rules of Procedure	E F S
Doc. 3	Text of Interim Agreement (1964)	E F S
Doc. 4	Text of Special Agreement	E F S
Doc. 5	Text of Supplementary Agreement on Arbitration	E F S
Doc. 6	Report of the Interim Communications Satellite Committee on Definitive Arrangements for An International Global Communications Satellite System	E F S
Doc. 7	Proposed Working Committee Structure	E F S
Doc. 7 (Rev. 1)	Proposed Working Committee Structure	E F S
Doc. 7 (Adopted)	Working Committee Structure	E F S
Doc. 7 (Adopted-Corrected)	Working Committee Structure	F S
Doc. 8	Working Document Submitted by the Swedish Delegation	E F S
Doc. 9	Statement by Representative of Brazil at First Plenary Session in reply to The Hon. Elliot Richardson, Monday, February 24, 1969	E F S
Doc. 10	Working Document Submitted by the Delegation of the United States	E F S
Doc. 10 (Add.1)	Working Document Submitted by the Delegation of the United States	F

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
SR/1	Provisional Summary Record - First Plenary Session, Monday, February 24, 1969	E F S
SR/1 (Final)	Summary Record - First Plenary Session, Monday, February 24, 1969	E F S

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. I/1	Committee I - Structure and Functions	E F S
Com. I/1 (Corr. 1)	Committee I - Structure and Functions	E F S
Com. I/1 (Rev. 1)	Committee I - Structure and Functions	E F S
Com. I/1 {Rev. 1} (Corr. 2)	Committee I - Structure and Functions	E F S
Com. I/2	Statement by the Representative of Canada in Committee I, Wednesday, February 26, 1969	E
Com. I/3	Statement by the Representative of Malaysia in Committee I, Wednesday, February 26, 1969	E
Com. I/4	Statement by the Representative of Switzerland in Committee I, Wednesday, February 26, 1969	E
Com. I/5	Statement by Mr. M. Mili, Secretary-General of the International Telecommunication Union in Committee I, Wednesday, February 26, 1969	E F S
Com. I/6	Statement by the Representative of Austria in Committee I, Wednesday, February 26, 1969	E
Com. I/7 (Rev. 1)	Statement by the Representative of France in Committee I, Wednesday, February 26, 1969	F F
Com. I/8	Statement by the Representative of Indonesia in Committee I, Thursday, February 27, 1969	E
Com. I/9	Proposed Preamble to Agreement Establishing Definitive Arrangements for a Global Commercial Communications Satellite System - Submitted by United States Delegation	E F S
Com. I/10	Statement by Observer of Union of Soviet Socialist Republics in Committee I, Thursday, February 27, 1969	E
Com. I/11	Statement by Representative of Mexico in Committee I, Wednesday, February 26, 1969	S
Com. I/12	Statement by Observer of Polish People's Republic in Committee I, Thursday, February 27, 1969	E
Com. I/13	Statement by Representative of Turkey in Committee I, Thursday, February 27, 1969	E

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. I/14	Statement by the Representative of New Zealand in Committee I, Thursday, February 27, 1969	E
Com. I/15	Statement by the Representative of Canada in Committee I, Thursday, February 27, 1969	E
Com. I/16	Statement by the Representative of the United Kingdom in Committee I, Thursday, February 27, 1969	E
Com. I/17	Statement by the Representative of the State of Israel in Committee I, Thursday, February 27, 1969	E
Com. I/18	Statement by the Representative of Japan in Committee I, Thursday, February 27, 1969	E
Com. I/19	Statement by the Representative of Thailand in Committee I, Saturday, March 1, 1969	E
Com. I/20	Statement by the Representative of the Philippines in Committee I, Thursday, February 27, 1969	E
Com. I/21	Statement by the Representative of Italy in Committee I, Saturday, March 1, 1969	E
Com. I/22	Statement by the Representative of the Netherlands in Committee I, Saturday, March 1, 1969	E
Com. I/23	Statement by the Representative of Italy in Committee I, Monday, March 3, 1969	E
Com. I/24	Statement by the Representative of Nigeria in Committee I, Monday, March 3, 1969	E
Com. I/25	Statement by the Representative of Thailand in Committee I, Monday, March 3, 1969	E
Com. I/26	Structure of the Organization (Submitted by the Delegations of Canada, the Federal Republic of Germany and India)	E F S
Com. I/26 (Add.1)	Structure of the Organization (Submitted by the Delegations of Canada, the Federal Republic of Germany and India)	E F S

- 5 -

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. I/27	Statement by the Representative of Kuwait in Committee I, Monday, March 3, 1969	E
Com. I/28	Statement by the Representative of Canada in Committee I, Monday, March 3, 1969	E
Com. I/29	Extract from Remarks by the Representative of the United Kingdom in Committee I, Monday, March 3, 1969--Scope of INTELSAT's Activities	E
Com. I/30	Statement by the Representative of Iran in Committee I, Monday, March 3, 1969	E
Com. I/31	Utilization of INTELSAT System by the United Nations	E F S
Com. I/32	Statement of the Representative of the Federal Republic of Germany in Committee I, Monday, March 3, 1969	E
Com. I/33	Statement by the Representative of the Federal Republic of Germany in Committee I, Thursday, February 27, 1969	E
Com. I/34	Statement by the Representative of Mexico in Committee I, Monday, March 3, 1969	S
Com. I/35	Statement by the Representative of Japan in Committee I, Monday, March 3, 1969	E
Com. I/36	Observations by the French Delegation on the Concept of a Single System	E F S
Com. I/37	Statement by the Representative of Algeria in Committee I, Saturday, March 1, 1969	F
Com. I/38	Statement by the Observer of the Polish People's Republic in Committee I, Tuesday, March 4, 1969	E
Com. I/39	Statement by the Observer of Romania in Committee I, Tuesday, March 4, 1969	E

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. I/40	Management Arrangements Under the Definitive Arrangements (Submitted by the United Kingdom Delegation)	E F S
Com. I/41	Comments on the Structure of the Organization under the Definitive Arrangements (Submitted by the Delegation of the United States)	E F S
Com. I/42	Statement by the Representative of Canada in Committee I, Wednesday, March 5, 1969 -- Structure of the Organization	E
Com. I/43	Statement by the Representative of the Philippines in Committee I, Wednesday, March 5, 1969	E
Com. I/44	Statement by the Representative of Italy in Committee I, Wednesday, March 5, 1969	E
Com. I/45	Statement by the Representative of the United Kingdom in Committee I, Tuesday, March 4, 1969 -- Structure of the Organization	E
Com. I/46	Statement by the Representative of Pakistan in Committee I, Wednesday, March 5, 1969	E
Com. I/47	Statement by the Representative of Belgium in Committee I, Wednesday, March 5, 1969	F
Com. I/48	Statement by the Representative of Japan in Committee I, Wednesday, March 5, 1969	E
Com. I/49	Statement by the Representative of Thailand in Committee I, Thursday, March 6, 1969	E
Com. I/50	Statement by the Representative of New Zealand in Committee I, Thursday, March 6, 1969	E
Com. I/51	Statement by the Representative of the State of Kuwait in Committee I, Thursday, March 6, 1969	E
Com. I/52	Statement by the Observer from the Polish People's Republic in Committee I, Thursday, March 6, 1969	E
Com. I/53	Statement by the Observer from the Mongolian People's Republic in Committee I, Tuesday, March 4, 1969	E
Com. I/54	Statement by the Representative of Austria in Committee I, Tuesday, March 4, 1969--Scope of INTELSAT's Activities	E

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. I/55	Statement by the Representative of Austria in Committee I, Thursday, March 6, 1969-Structure of the Organization	E
Com. I/56	Statement by the Observer from the Ivory Coast in Committee I, Monday March 10, 1969	F
Com. I/57	Statement by the Representative of the Republic of Kenya in Committee I, Thursday, March 6, 1969	E
Com. I/58	The Management Body (The following proposed provisions, prepared in the form of treaty language, are submitted by Canada, the Federal Republic of Germany and India.)	E F S
Com. I/58(Rev. 1)	The Management Body (Submitted by the delegations of Canada, the Federal Republic of Germany and India.)	E F S
Com. I/58(Rev. 2)	The Management Body (Submitted by the delegations of Canada, the Federal Republic of Germany and India.)	E F S
Com. I/59	Statement by the Representative of Italy in Committee I, Thursday, March 6, 1969	E
Com. I/60	Statement by the Representative of the Syrian Arab Delegation in Committee, Monday, March 10, 1969 (Eligibility for Membership in the Organization)	E
Com. I/61	Statement by the Representative of the United States in Committee I, Thursday, March 6, 1969	E
Com. I/62	Functions of the International Management Body (Submitted by the Swiss Delegation)	E F S
Com. I/63	Paper (Submitted by the Delegation of India) The Preamble (As Drafted by the Working Group) The Purposes and Objectives	E F S
Com. I/64	Statement by the Representative of the State of Kuwait in Committee I, Tuesday, March 11, 1969	E

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. I/65	Statement by the Representative of the Czechoslovak Socialist Republic in Committee I, Tuesday, March 11, 1969	E
Com. I/66	Statement by the Representative of Malaysia in Committee I, Tuesday, March 11, 1969	E
Com. I/67	Elements of a Four-tier Structure (Submitted by the Delegations of Australia, Belgium and Chile)	E F S
Com. I/68	Scope of INTELSAT's Activities (Paper submitted by Pakistan)	E F S
Com. I/69	Statement by the Representative of Turkey in Committee I, Thursday, March 6, 1969	E
Com. I/70	Voting Arrangements - Governing Body (The Following Proposals are Submitted by Canada, the Federal Republic of Germany and India)	E F S
Com. I/71	Statements by the Representative of Turkey in Committee I	E
Com. I/72	Statement by the Representative of Malaysia in Committee I, Thursday, March 13, 1969	E
Com. I/73	Statement by the Representative of Italy in Committee I, Thursday, March 13, 1969	E
Com. I/74	Statement by the Representative of Japan in Committee I, Thursday, March 13, 1969	E
Com. I/75	Statement by the Representative of Canada in Committee I, Thursday, March 13, 1969	E
Com. I/76	Structure of the Organization-Governing Body (Submitted by the Delegations of Canada, Federal Republic of Germany, and India)	E F S
Com. I/77	Rights and Obligations of Members (Submitted by the Delegation of Japan)	E F S
Com. I/78	Statement by the Representative of Canada in Committee I, Thursday, March 13, 1969	E
Com. I/79	Statement by the Representative of the Netherlands in Committee I, Thursday, March 13, 1969	E

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. I/SR/1	Provisional Summary Record - First Session of Committee I, Tuesday, February 25, 1969	E F S
Com. I/SR/1(Final)	Summary Record - First Session of Committee I Tuesday, February 25, 1969	E F S
Com. I/SR/2	Provisional Summary Record - Second Session of Committee I, Wednesday, February 26, 1969	E F S
Com. I/SR/2(Final)	Summary Record - Second Session of Committee I Wednesday, February 26, 1969	E F S
Com. I/SR/3	Provisional Summary Record - Third Session of Committee I, Thursday, February 27, 1969	E F S
Com. I/SR/3(Final)	Summary Record - Third Session of Committee I Thursday, February 27, 1969	E F S
Com. I/SR/4	Provisional Summary Record - Fourth Session of Committee I, Saturday, March 1, 1969	E F S
Com. I/SR/4(Final)	Summary Record - Fourth Session of Committee I Saturday, March 1, 1969	E F S
Com. I/SR/5	Provisional Summary Record - Fifth Session of Committee I, Monday, March 3, 1969	E F S
Com. I/SR/5(Final)	Summary Record - Fifth Session of Committee I Monday, March 3, 1969	E F S
Com. I/SR/6	Provisional Summary Record - Sixth Session of Committee I, Tuesday, March 4, 1969	E F S
Com. I/SR/6(Final)	Summary Record - Sixth Session of Committee I Tuesday, March 4, 1969	E F S
Com. I/SR/7	Provisional Summary Record - Seventh Session of Committee I, Wednesday, March 5, 1969	E F S
Com. I/SR/7(Final)	Summary Record - Seventh Session of Committee I Wednesday, March 5, 1969	E F S
Com. I/SR/8	Provisional Summary Record - Eighth Session of Committee I, Thursday, March 6, 1969	E F S
Com. I/SR/8(Final)	Summary Record - Eighth Session of Committee I Thursday, March 6, 1969	E F S
Com. I/SR/9	Provisional Summary Record - Ninth Session of Committee I, Monday, March 10, 1969	E F S

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. I/SR/10	Provisional Summary Record - Tenth Session of Committee I, Tuesday, March 11, 1969	E F S
Com. I/SR/11	Provisional Summary Record - Eleventh Session of Committee I, Thursday, March 13, 1969	E F S

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. II/1	Committee II - Legal and Procedural Questions	E F S
Com. II/1 (Rev. 1)	Committee II - Legal and Procedural Questions	E F S
Com. II/1 (Rev. 1) (Add. 1)	Committee II - Legal and Procedural Questions	E F S
Com. II/2	Legal Status of INTELSAT Under the Definitive Arrangements (Submitted by the United States Delegation)	E F S
Com. II/3	Privileges and Immunities (Submitted by the United States Delegation)	E F S
Com. II/4	Legal Status of INTELSAT Under the Definitive Arrangements (Submitted by the Delegation of Switzerland)	E F S
Com. II/5	Accession, Supersession and Buy-Out Under the Definitive Arrangements (Submitted by the United States Delegation)	E F S
Com. II/6	Considerations Regarding the Legal Status of INTELSAT Under the Definitive Arrangements (Submitted by the Delegation of Mexico)	E F S
Com. II/7	Final Clause (Accession, Supersession) Under the Definitive Arrangements (Submitted by the Japanese Delegation)	E F S
Com. II/8	Final Clauses (Signature, Ratification, Acceptance, Approval, Accession, Entry into Force, Registration) (Submitted by the Brazilian Delegation)	E F S
Com. II/9	Report of Committee II - Working Group on Legal Status	E F S
Com. II/9(Corr.1)	Report of Committee II - Working Group on Legal Status	E F S
Com. II/9(Corr.2)	Report of Committee II - Working Group on Legal Status	E F S
Com. II/10	Report of Working Group on Accession, Supersession, Buy-Out, Obligations and Rights of Non-Continuing Members and Entry Into Force (Item IV of the Agenda)	E F S

<u>Document</u>	<u>Title</u>	<u>Language</u>
Com. II/11	Transmittal Memo with Attachments: Com. II/9 (As Corrected) and Com. II/SR/8 (Pertinent Pages--1 thru 4 and 10) from Chairman of Committee II to Chairman of Committee I	E F S

- 13 -

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. II/SR/1	Provisional Summary Record - First Session of Committee II, Tuesday, February 25, 1969	E F S
Com. II/SR/1(Final)	Summary Record - First Session of Committee II, Tuesday, February 25, 1969	E F S
Com. II/SR/2	Provisional Summary Record - Second Session of Committee II, Wednesday, February 26, 1969	E F S
Com. II/SR/2(Final)	Summary Record - Second Session of Committee II, Wednesday, February 26, 1969	E F S
Com. II/SR/3	Provisional Summary Record - Third Session of Committee II, Thursday, February 27, 1969	E F S
Com. II/SR/3 (Final)	Summary Record - Third Session of Committee II, Thursday, February 27, 1969	E F S
Com. II/SR/4	Provisional Summary Record - Fourth Session of Committee II, Tuesday, March 4, 1969	E F S
Com. II/SR/4(Final)	Summary Record - Fourth Session of Committee II Tuesday, March 4, 1969	E F S
Com. II/SR/5	Provisional Summary Record - Fifth Session of Committee II, Wednesday, March 5, 1969	E F S
Com. II/SR/5(Final)	Summary Record - Fifth Session of Committee II Wednesday, March 5, 1969	E F S
Com. II/SR/6	Provisional Summary Record - Sixth Session of Committee II, Friday, March 7, 1969	E F S
Com. II/SR/7	Provisional Summary Record - Seventh Session of Committee II, Monday, March 10, 1969	E F S
Com. II/SR/8	Provisional Summary Record - Eighth Session of Committee II, Wednesday, March 12, 1969	E F S

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. III/1	Committee III - Financial Arrangements	E F S
Com. III/1 (Rev. 1)	Committee III - Financial Arrangements	F
Com. III/1 (Corr.1)	Committee III - Financial Arrangements	E F S
Com. III/1 (Add. 1)	Committee III - Financial Arrangements	E F S
Com. III/2	Determination of Investment Shares Under the Definitive Arrangements (Submitted by the United States Delegation)	E F S
Com. III/3	Investment in International Cooperation Under The Definitive Arrangements (Submitted by the State of Kuwait Delegation)	E F S
Com. III/4	Statement by the Representative of Malaysia in Committee III, Monday, March 3, 1969	E
Com. III/5	Statement by the Representative of Switzerland in Committee III, Monday, March 3, 1969-- Introduction to Financial Principles	E
Com. III/6	Financial Arrangements (Submitted by the Delegation of New Zealand)	E F S
Com. III/7	Statement by the Representative of Canada in Committee III, Tuesday, March 4, 1969	E
Com. III/8	Statement by the Representative of Australia in Committee III, Tuesday, March 4, 1969	E
Com. III/9	Statement by the Representative of Nigeria in Committee III, Tuesday, March 4, 1969	E
Com. III/10	Statement by the Representative of the Syrian Arab Republic in Committee III, Tuesday, March 4, 1969	E
Com. III/11	Statement by the Representative of Thailand in Committee III, Tuesday, March 4, 1969	E
Com. III/12	Statement by the Representative of the Federal Republic of Germany in Committee III, Monday, March 3, 1969	E

- 15 -

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. III/13	Statement by the Representative of the United States in Committee I I, Monday, March 3, 1969	E
Com. III/14	Statement by the Representative of Iran in Committee III, Tuesday, March 4, 1969	E
Com. III/15	Statement by the Representative of Italy in Committee III, Tuesday, March 4, 1969	E
Com. III/16	Outlines for the Determination of Investment Shares under the Definitive Arrangements (Submitted by the Delegation of the State of Israel)	E F S
Com. III/17	Statement by the Representative of the United Kingdom in Committee III, Tuesday, March 4, 1969	E
Com. III/18	Statement by the Representative of Mexico in Committee III, Monday, March 3, 1969	S
Com. III/19	Statement by the Representative of Argentina in Committee III, Tuesday, March 4, 1969	S
Com. III/20	Statement by the Representative of Japan in Committee III, Tuesday, March 4, 1969	E
Com. III/21	Statement by the Representative of the United Kingdom in Committee III, Wednesday, March 5, 1969	E
Com. III/22	Statement by the Representative of Colombia in Committee III, Wednesday, March 5, 1969	S
Com. III/23	Statement by the Representative of the United States in Committee III, Tuesday, March 4, 1969	E
Com. III/24	Statement by the Representative of Ceylon in Committee III, Monday, March 3, 1969	E
Com. III/25	Statement by the Representative of India in Committee III, Monday, March 3, 1969	E
Com. III/26	Statement by the Representative of Austria in Committee III, Tuesday, March 4, 1969	E

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. III/27	Statement by the Representative of the Netherlands in Committee III, Tuesday, March 4, 1969	E
Com. III/28	Statement by the Representative of the Philippines in Committee III, Tuesday, March 4, 1969	E
Com. III/29	Statement by the Representative of Norway in Committee III, Wednesday, March 5, 1969	E
Com. III/30	Statement by the Representative of France in Committee III-- Financial Structure of the Organization	F
Com. III/31	Statement by the Representative of the United States in Committee III, Wednesday, March 5, 1969--Determination of Investment Shares	E
Com. III/32	Statement by the Representative of Austria in Committee III, Wednesday, March 5, 1969	E
Com. III/33	Statement by the Representative of Sweden in Committee III, Wednesday, March 5, 1969	E
Com. III/34	INTELSAT Accounting Practice (Furnished by INTELSAT Manager at the Request of the Chairman of Committee III)	E
Com. III/35	Statement by the U.S. Representative in Committee III, Thursday, March 6, 1969	E
Com. III/36	Statement by the U.S. Representative in Committee III, Thursday, March 6, 1969	E
Com. III/37	Statement of U.S. Representative in Committee III, Wednesday, March 5, 1969 -- Financial Aspects of System Access by Non-Members	E
Com. III/38	Statement by the Representative of India in Committee III, Thursday, March 6, 1969 - Financial Aspects of Withdrawal	E
Com. III/39	Financial Aspects of Transition from Interim to Definitive Arrangements (Submitted by the United Kingdom Delegation)	E F S

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. III/40	Financial Aspects of Provisions Relating to Withdrawal (Submitted by the United Kingdom Delegation)	E F S
Com. III/41	Summary of Committee III, Consideration of Work Programme (Introduction to Section III, Inclusive)	E F S
Com. III/42	Financial Aspects of System Access by Non-Members (Com. III/1 Section V)	E F S
Com. III/43	Financial Rights and Obligations of Investors (Com. III/1 Section IV)	E F S
Com. III/44	Financial Aspects of Provisions Relating to Withdrawal and of Transition from Interim Arrangements to Definitive Arrangements (Com. III/1 Sections VI and VII)	E F S
Com. III/45	Statement by Delegation of France in Committee III, Tuesday, March 11, 1969	F
Com. III/46	Basis for Determining Investment Quotas (Submitted by the Delegation of Argentina)	E F S
Com. III/47	Statement by the Representative of Canada in Committee III, Wednesday, March 12, 1969	E
Com. III/48	Financial Rights of the Parties at the Time of Changes in Investment Quotas (Document Submitted by France)	E F S

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. III/SR/1	Provisional Summary Record--First Session of Committee III, Tuesday, February 25, 1969	E F S
Com. III/SR/1(Final)	Summary Record--First Session of Committee III, Tuesday, February 25, 1969	E F S
Com. III/SR/2	Provisional Summary Record--Second Session of Committee III, Wednesday, February 26, 1969	E F S
Com. III/SR/2(Final)	Summary Record--Second Session of Committee III, Wednesday, February 26, 1969	E F S
Com. III/SR/3	Provisional Summary Record--Third Session of Committee III, Monday, March 3, 1969	E F S
Com. III/SR/3(Final)	Summary Record - Third Session of Committee III Monday, March 3, 1969	E F S
Com. III/SR/4	Provisional Summary Record - Fourth Session of Committee III, Tuesday, March 4, 1969	E F S
Com. III/SR/4(Final)	Summary Record - Fourth Session of Committee III Tuesday, March 4, 1969	E F S
Com. III/SR/5	Provisional Summary Record - Fifth Session of Committee III, Wednesday, March 5, 1969	E F S
Com. III/SR/5(Final)	Summary Record - Fifth Session of Committee III Wednesday, March 5, 1969	E F S
Com. III/SR/6	Provisional Summary Record - Sixth Session of Committee III, Thursday, March 6, 1969	E F S
Com. III/SR/7	Provisional Summary Record - Seventh Session of Committee III, Tuesday, March 11, 1969	E F S
Com. III/SR/8	Provisional Summary Record - Eighth Session of Committee III, Wednesday, March 12, 1969	E F S
Com. III/SR/9	Provisional Summary Record - Ninth Session of Committee III, Thursday, March 13, 1969	E F S

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. IV/1	Committee IV - Other Operational Arrangements	E F S
Com. IV/2	Statement by the Representative of the United Kingdom in Committee IV, Friday, February 28, 1969--Procurement Policies	E
Com. IV/3	Statement by the Observer of the Polish People's Republic in Committee IV, Monday, March 3, 1969	E
Com. IV/4	The Problem of Supply (Submitted by the French Delegation)	E F
Com. IV/5	Report of Working Group of Committee IV	E F S
Com. IV/5(Rev.1)	Report of Working Group of Committee IV	E F S
Com. IV/6	Procurement Policy (Submitted by the Delegation of Venezuela)	E F S
Com. IV/7	Statement by the Representative of the United Kingdom in Committee IV, Monday, March 10, 1969	E
Com. IV/8	Working Paper (Submitted by the Delegation of Venezuela)	E F S
Com. IV/9	Joint Statement of Algeria and Nigeria on the Policy of The Organization Regarding Patents and Inventions	F
Com. IV/10	Committee IV - Working Paper on Inventions, Data and Technical Information (Working Document Submitted by the United Kingdom Delegation)	E F S
Com. IV/11	Proposed Article on Inventions and Technical Information (Working Paper Submitted by the Delegations of Canada, the Federal Republic of Germany and India)	E F S

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. IV/SR/1	Provisional Summary Record - First Session of Committee IV, Tuesday, February 25, 1969	E F S
Com. IV/SR/1 (Final)	Summary Record - First Session of Committee IV, Tuesday, February 25, 1969	E F S
Com. IV/SR/2	Provisional Summary Record--Second Session of Committee IV, Friday, February 28, 1969	E F S
Com. IV/SR/2 (Final)	Summary Record--Second Session of Committee IV, Friday, February 28, 1969	E F S
Com. IV/SR/3	Provisional Summary Record--Third Session of Committee IV, Monday, March 3, 1969	E F S
Com. IV/SR/3 (Final)	Summary Record--Third Session of Committee IV, Monday, March 3, 1969	E F S
Com. IV/SR/4	Provisional Summary Record--Fourth Session of Committee IV, Thursday, March 6, 1969	E F S
Com. IV/SR/5	Provisional Summary Record--Fifth Session of Committee IV, Monday, March 10, 1969	E F S
Com. IV/SR/6	Provisional Summary Record--Sixth Session of Committee IV, Thursday, March 13, 1969	E

- 21 -

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Inf/1	General Information	E
Inf/2	General Information Handbook	E
Inf/3	Documentation Procedure	E
Inf/4	Provisional List of Participants	E
Inf/5	Visit to Goddard Space Flight Center	E
Inf/5 (Rev. 1)	Revised Goddard Trip Schedule	E
Inf/6	Film Schedule	E
Inf/7	Directory	E
Inf/7 (Add. 1)	Addendum to Directory	E
Inf/7 (Add. 2 and Corrigendum)	Addendum and Corrigendum to Directory	E
Inf/8	Exhibits	E
Inf/9	Committee Officers	E
Inf/10	Program for March 5 - 8	E
Inf/11	Program for the Third Week of the Conference March 10 - 15, 1969	E
Inf/12	Composition of Current Working Groups	E
Inf/13	Apollo 8 Film	E
Inf/14	Picture Presentation	E

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
PR/1	Welcoming Remarks by The Honorable Elliot Richardson, Acting Secretary of State, to the INTELSAT Conference, February 24, 1969	E
PR/2	Remarks by Ambassador Leonard H. Marks, Chairman, INTELSAT Conference, February 24, 1969	E
PR/3	Accession of Viet-Nam and Luxembourg to INTELSAT	E
PR/4	INTELSAT Working Committees Meet	E
PR/4 (Corr. 1)	INTELSAT Working Committees Meet	E
PR/5	Three INTELSAT Committees Hold Sessions	E
PR/6	Committee I Discusses INTELSAT Objectives and Purposes; Two Observer Delegations Speak	E
PR/7	Ghana and Hungary Join INTELSAT Conference as Observers	E
PR/8	Discussion of INTELSAT's Objectives and Purposes Continues	E
PR/9	Committee IV Discusses Procurement Policies	E
PR/10	Committee I Establishes Working Group	E
PR/11	Committee I Discusses Several Agenda Items	E
PR/12	Committee IV Forms Working Group on Procurement Policies	E
PR/13	Financial Arrangements for INTELSAT Discussed	E
PR/14	Committee I Discusses Structure and Management	E

- 23 -

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
PR/15	Guatemala Becomes 68th INTELSAT Member	E
PR/16	Committee I Continues Discussion of INTELSAT's Structure	E
PR/17	Four Countries Join INTELSAT Conference as Observers	E
PR/18	Committee IV Receives Working Group's Report; Discusses Procurement Policy, Inventions, Data and Technical Information	E
PR/19	Committee I Discusses INTELSAT Membership and Agreements	E
PR/20	Committee I Considers Key Items	E
PR/21	Plenary Session of INTELSAT Conference To Resume This Tuesday	E

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PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR
THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE CONSORTIUM

Washington, D.C., February - March 1969

INDEX

February 28, 1969

LIST OF DOCUMENTS
(issued as of 5 p.m., February 28, 1969)

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Doc. 1	Provisional Agenda	E F S
Doc. 1 (Rev.)	Provisional Agenda	E F S
Doc. 1 (Adopted)	Agenda	E F S
Doc. 2	Provisional Rules of Procedure	E F S
Doc. 2 (Adopted)	Rules of Procedure	E F S
Doc. 3	Text of Interim Agreement (1964)	E F S
Doc. 4	Text of Special Agreement	E F S
Doc. 5	Text of Supplementary Agreement on Arbitration	E F S
Doc. 6	Report of the Interim Communications Satellite Committee on Definitive Arrangements for An International Global Communications Satellite System	E F S
Doc. 7	Proposed Working Committee Structure	E F S
Doc. 7 (Rev. 1)	Proposed Working Committee Structure	E F S
Doc. 7 (Adopted)	Working Committee Structure	E F S
Doc. 7 (Adopted-Corrected)	Working Committee Structure	F S
Doc. 8	Working Document Submitted by the Swedish Delegation	E F S
Doc. 9	Statement by Representative of Brazil at First Plenary Session in reply to The Hon. Elliot Richardson, Monday, February 24, 1969	E F S

INDEX

- 2 -

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
SR/1	Provisional Summary Record - First Plenary Session, Monday, February 24, 1969, 11 a.m.	E F S

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. I/1	Committee I - Structure and Functions	E F S
Com. I/1 (Corr. 1)	Committee I - Structure and Functions	E F S
Com. I/1 (Rev. 1)	Committee I - Structure and Functions	E F S
Com. I/2	Statement by the Representative of Canada in Committee I, Wednesday, February 26, 1969	E
Com. I/3	Statement by the Representative of Malaysia in Committee I, Wednesday, February 26, 1969	E
Com. I/4	Statement by the Representative of Switzerland in Committee I, Wednesday, February 26, 1969	E
Com. I/5	Statement by Mr. M. Mili, Secretary-General of the International Telecommunication Union in Committee I, Wednesday, February 26, 1969	E F S
Com. I/6	Statement by the Representative of Austria in Committee I, Wednesday, February 26, 1969	E
Com. I/7	Statement by the Representative of France in Committee I, Wednesday, February 26, 1969	F
Com. I/8	Statement by the Representative of Indonesia in Committee I, Thursday, February 27, 1969	E
Com. I/9	Proposed Preamble to Agreement Establishing Definitive Arrangements for a Global Commercial Communications Satellite System - Submitted by United States Delegation	E F S
Com. I/10	Statement by Observer of Union of Soviet Socialist Republics in Committee I, Thursday, February 27, 1969	E
Com. I/11	Statement by Representative of Mexico in Committee I, Wednesday, February 26, 1969	S
Com. I/12	Statement by Observer of Polish People's Republic in Committee I, Thursday, February 27, 1969	E
Com. I/13	Statement by Representative of Turkey in Committee I, Thursday, February 27, 1969	E

INDEX

- 4 -

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. I/14	Statement by the Representative of New Zealand in Committee I, Thursday, February 27, 1969	E
Com. I/15	Statement by the Representative of Canada in Committee I, Thursday, February 27, 1969	E
Com. I/16	Statement by the Representative of the United Kingdom in Committee I, Thursday, February 27, 1969	E
Com. I/17	Statement by the Representative of the State of Israel in Committee I, Thursday, February 27, 1969	E
Com. I/18	Statement by the Representative of Japan in Committee I, Thursday, February 27, 1969	E

INDEX

- 5 -

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. I/SR/1	Provisional Summary Record - First Session of Committee I, Tuesday, Feb. 25, 1969	E F S
Com. I/SR/2	Provisional Summary Record - Second Session of Committee I, Wednesday, Feb. 26, 1969	E F S
Com. I/SR/3	Provisional Summary Record - Third Session of Committee I, Thursday, February 27, 1969	E F S

INDEX

- 6 -

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. II/1	Committee II - Legal and Procedural Questions	E F S
Com. II/1 (Rev. 1)	Committee II - Legal and Procedural Questions	E F S
Com. II/2	Legal Status of INTELSAT Under the Definitive Arrangements - Submitted by U.S. Delegation	E F S
Com. II/3	Privileges and Immunities - Submitted by U.S. Delegation	E F S

INDEX

- 7 -

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. II/SR/1	Provisional Summary Record - First Session of Committee II, Tuesday, February 25, 1969	E F S
Com. II/SR/2	Provisional Summary Record - Second Session of Committee II, Wednesday, February 26, 1969	E F S
Com. II/SR/3	Provisional Summary Record - Third Session of Committee II, Thursday, February 27, 1969	E

INDEX

- 8 -

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. III/1	Committee III - Financial Arrangements	E F S
Com. III/1 (Rev. 1)	Committee III - Financial Arrangements	F
Com. III/1 (Corr.1)	Committee III - Financial Arrangements	E F S
Com. III/2	Determination of Investment Shares under the Definitive Arrangements - Submitted by the United States Delegation	E

INDEX

- 9 -

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. III/SR/1	Provisional Summary Record - First Session of Committee III, Tuesday, February 25, 1969	E F S
Com. III/SR/2	Provisional Summary Record - Second Session of Committee III, Wednesday, February 26, 1969	E F S

INDEX

- 10 -

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. IV/1	Committee IV - Other Operational Arrangements	E F S

INDEX

- 11 -

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Com. IV/SR/1	Provisional Summary Record - First Session of Committee IV, Tuesday, February 25, 1969	E F S

INDEX

- 12 -

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
Inf/1	General Information	E
Inf/2	General Information Handbook	E
Inf/3	Documentation Procedure	E
Inf/4	Provisional List of Participants	E
Inf/5	Visit to Goddard Space Flight Center	E
Inf/5 (Rev. 1)	Revised Goddard Trip Schedule	E
Inf/6	Film Schedule	E
Inf/7	Directory	E
Inf/8	Exhibits	E
Inf/9	Committee Officers	E

- 13 -

<u>Document No.</u>	<u>Title</u>	<u>Language</u>
PR/1	Welcoming Remarks by The Honorable Elliot Richardson, Acting Secretary of State, to the INTELSAT Conference, February 24, 1969	E
PR/2	Remarks by Ambassador Leonard H. Marks, Chairman, INTELSAT Conference, February 24, 1969	E
PR/3	Accession of Viet-Nam and Luxembourg to INTELSAT	E
PR/4	INTELSAT Working Committees Meet	E
PR/4 (Corr. 1)	INTELSAT Working Committees Meet	E
PR/5	Three INTELSAT Committees Hold Sessions	E
PR/6	Committee I Discusses INTELSAT Objectives and Purposes; Two Observer Delegations Speak	E



PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR
THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE CONSORTIUM

Washington, D.C., February - March 1969

Doc. 1 (Adopted)
February 24, 1969

AGENDA

1. Election of Chairman
2. Adoption of the Agenda
3. Adoption of Conference Rules of Procedure
4. Election of other Officers
5. Organization of the Conference
 - A. Credentials Committee
 - B. Editorial Committee
 - C. Working Committees
6. Report of the Credentials Committee
7. Consideration of the report and recommendations of the Interim Communications Satellite Committee and of definitive arrangements for the International Telecommunications Satellite Consortium
8. Signing of definitive arrangements

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PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR
THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE CONSORTIUM

Washington, D.C., February - March 1969

Doc. 1 (Rev.)
January 30, 1969

PROVISIONAL AGENDA

1. Election of Chairman
2. Adoption of the Agenda
3. Adoption of Conference Rules of Procedure
4. Election of other Officers
5. Organization of the Conference
 - A. Credentials Committee
 - B. Editorial Committee
 - C. Working Committees
6. Report of the Credentials Committee
7. Consideration of the report and recommendations of the Interim Communications Satellite Committee and of definitive arrangements for the International Telecommunications Satellite Consortium
8. Signing of definitive arrangements

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PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE CONSORTIUM

Washington, D.C., February - March 1969

Doc. 2
November 26, 1968

PROVISIONAL RULES OF PROCEDURE

I - PURPOSE

1. This Plenipotentiary Conference, called to consider the report and recommendations of the Interim Communications Satellite Committee concerning the definitive arrangements for the international global commercial communications satellite system, shall be known as the Plenipotentiary Conference on Definitive Arrangements for the International Telecommunications Satellite Consortium. It may be referred to in brief as the INTELSAT Conference.

II - REPRESENTATION

2. Participation in the Conference shall be open to Governments signatory to the Agreement Establishing Interim Arrangements for a Global Commercial Communications Satellite System and to duly designated communications entities signatory to the Special Agreement. Each participating Government and its duly designated communications entity, if any, shall be represented by a delegation (a single delegation for each country) composed of a Representative and such Alternate Representatives and Advisers as may be deemed necessary. Their names shall be communicated to the Secretary General of the Conference by or on behalf of the Minister of Foreign Affairs of such Governments at least 24 hours prior to the opening of the Conference. An Alternate Representative or an Adviser may act as a Representative.

III - OBSERVERS

3. Invited Governments which are not signatories to the Agreement Establishing Interim Arrangements for a Global Commercial Communications Satellite System and invited international organizations may be represented at the Conference by observers. The names of such observers shall be communicated to the Secretary General of the Conference by or on behalf of the Minister of Foreign Affairs of such Governments, or in the case of international organizations, by the Secretary General of the organization, at least 24 hours prior to the opening of the Conference. Observers shall not have the right to vote, but, at the invitation of the Chairman, may submit written comments and may speak on matters relevant to the work of the Conference.

IV - OFFICERS

4. A representative of the host Government shall be the Temporary Chairman and shall preside until the Conference elects a Chairman.
5. The Conference shall elect from among the Representatives a Chairman and four Vice Chairmen. The Chairman shall designate a Vice Chairman to preside in the event of his absence, who in such a case shall have the same powers as the Chairman.

V - SECRETARIAT

6. The Secretary General of the Conference, appointed by the Government of the United States of America, shall provide and direct such technical and administrative staff as may be required by the Conference. He shall be responsible for making all arrangements for the sessions of the Conference, its committees or working groups and generally shall perform all other work which the Conference may direct or require.

VI - COMMITTEES

7. The Conference, to facilitate its work, shall establish a Steering Committee, a Credentials Committee, and an Editorial Committee, and may establish any other committees or working groups it deems necessary for the performance of its functions, and may define their terms of reference. The Steering Committee shall be chaired by the Conference Chairman or his duly designated Vice Chairman, and shall be composed of the Conference Chairman, the four Conference Vice Chairmen and the Chairman of each Conference committee.

8. The Committees shall operate under the Rules of Procedure of the Conference, to the extent that they are applicable.

VII - SESSIONS

9. The inaugural and closing sessions of the Conference shall be held in public unless the Conference shall determine otherwise. Other plenary sessions and meetings of committees and working groups shall be closed unless the meeting shall determine otherwise. Such plenary sessions and meetings of substantive committees of the whole shall, however, be open to attendance by observers unless the meeting shall determine otherwise. Meetings of other committees and of working groups may be open to attendance by observers if the meeting shall so determine.

VIII - CONDUCT OF BUSINESS

10. The Chairman shall exercise the powers of his office in accordance with customary practice. In the exercise of his functions, he shall remain under the authority of the Conference.

- 3 -

11. Except as otherwise provided, the Chairman shall call upon speakers in the order in which they signify their desire to speak. The Chairman may call a speaker to order if his remarks are not relevant to the subject under discussion. The Chairman may limit the time to be allowed to each speaker on a question and the number of times each speaker may speak on the question. When the debate is limited and a speaker has used his allotted time, the Chairman shall call him to order without delay.

12. A Representative may at any time move the closure of the debate on the question under discussion, whether or not any other Representative has signified his wish to speak. Permission to speak on the closure of the debate shall be accorded only to two speakers opposing the motion, after which it shall be immediately put to the vote.

13. A motion may be withdrawn by its proposer at any time before voting on it has commenced, provided that the motion has not been amended. A motion which has thus been withdrawn may be reintroduced by any Representative.

14. When a proposal has been adopted or rejected it may not be reconsidered unless the Conference, by a two-thirds majority of the Representatives present and voting, so decides. Permission to speak on the motion to reconsider shall be accorded only to two speakers opposing the motion, after which it shall be immediately put to the vote.

15. Any delegation may designate another delegation to speak on its behalf, but no delegation may cast a vote on behalf of another delegation.

16. During the discussion of any matter, a Representative may rise to a point of order, and the point of order shall be immediately decided by the Chairman in accordance with the Rules of Procedure. A Representative may appeal against the ruling of the Chairman. A Representative rising to a point of order may not speak on the substance of the matter under discussion.

17. The following motions shall have precedence in the following order over all other proposals or motions before the meeting:

- a. to suspend the meeting;
- b. to adjourn the meeting;
- c. for the closure of the debate on the question under discussion.

18. The order of precedence, when applicable, shall be by Government in accordance with the alphabet in the English language.

19. Proposals and amendments shall normally be introduced in writing in a working language of the Conference and submitted to the office of the Secretary General, which shall circulate copies to the delegations.

20. Voting

a. Definitions

For the purpose of these rules, the phrase "Representatives present and voting" means Representatives present and casting an affirmative or negative vote. Representatives who abstain from voting shall be considered as not voting.

b. Quorum

A quorum shall be a majority of the Representatives to the Conference.

c. Decisions shall be taken as follows:

- (1) Each delegation represented at the Conference shall have one vote.
- (2) The Rules of Procedure and any amendments thereto shall be adopted by a two-thirds majority of the Representatives present and voting.
- (3) Decisions on matters of substance, except as otherwise provided in section d. of this paragraph, shall be taken by a two-thirds majority of the Representatives present and voting.
- (4) Decisions on matters of procedure, except as otherwise provided in this paragraph, shall be taken by a simple majority of the Representatives present and voting.
- (5) If a question arises whether a matter is procedural or substantive, it shall be decided by the Chairman. Challenges to the Chairman's rulings shall be considered substantive.

d. Adoption of the final texts of the definitive arrangements

In voting upon the proposed final texts of the definitive arrangements presented to the Conference by the Editorial Committee, the Conference shall endeavor to act unanimously. In the event that the Conference is unable to act unanimously, the proposed final texts and any amendments thereto shall be considered adopted when they have been approved in plenary session by two-thirds of the Representatives participating in the Conference.

e. Method of voting

- (1) The Conference shall normally vote by a show of hands, but may vote by roll call if the show of hands does not indicate a clear result or if any Representative requests a roll call.

- 5 -

The roll call shall be taken in the English language alphabetical order of the names of the Governments participating in the Conference.

(2) The Chairman shall announce the beginning of voting. No Representative shall interrupt the voting except on a point of order in connection with the actual conduct of the voting. The Chairman may permit Representatives to explain their votes after the voting. The Chairman may limit the time to be allowed for such explanations.

(3) A Representative may move that parts of a proposal or of an amendment shall be voted on separately. If objection is made to the request for division, the motion for division shall be voted upon. Permission to speak on the motion for division shall be given only to two speakers in favor and two speakers against. If the motion for division is carried, those parts of the proposal or of the amendment which are subsequently approved shall be put to a vote as a whole. If all operative parts of the proposal or of the amendment have been rejected, the proposal or the amendment shall be considered to have been rejected as a whole.

(4) When an amendment is moved to a proposal, the amendment shall be voted on first. When two or more amendments are moved to a proposal, the Conference shall first vote on the amendment furthest removed in substance from the original proposal and then on the amendment next furthest removed therefrom, and so on until all the amendments have been put to the vote. Where, however, the adoption of one amendment necessarily implies the rejection of another amendment, the latter amendment shall not be put to the vote. If one or more amendments are adopted, the amended proposal shall then be voted upon. A motion is considered an amendment to a proposal if it merely adds to, deletes from or revises part of that proposal.

(5) If two or more proposals relate to the same question, the Conference shall, unless it decides otherwise, vote on the proposals in the order in which they have been submitted.

IX - LANGUAGES

21. English, French and Spanish shall be the official and working languages of the Conference.

22. Any Representative or spokesman may speak in a language other than an official language. However, in such cases, he shall provide for interpretation into one of the official languages.

X - RECORDS

23. The Secretary General shall have prepared summary records of the plenary sessions, and of such committee meetings as the Conference Chairman may determine.

24. Conference documents and summary records shall be made available in the official languages of the Conference.

25. Any Representative shall have the right to have circulated as a conference document any statement relative to an item under discussion. Such statements shall be submitted to the Secretary General in writing in an official language of the Conference.

XI - FINAL ACT

26. After the final texts of the definitive arrangements have been adopted by the Conference, they shall be opened for signature.

* * *



PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR
THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE CONSORTIUM

Washington, D.C., February - March 1969

Doc. 3
December 18, 1968

For the information of participants the text of the 1964 Agreement follows:

AGREEMENT ESTABLISHING INTERIM ARRANGEMENTS FOR
A GLOBAL COMMERCIAL COMMUNICATIONS SATELLITE SYSTEM

The Governments signatory to this Agreement,

Recalling the principle set forth in Resolution No. 1721 (XVI) of the General Assembly of the United Nations that communications by means of satellites should be available to the nations of the world as soon as practicable on a global and non-discriminatory basis;

Desiring to establish a single global commercial communications satellite system as part of an improved global communications network which will provide expanded telecommunications services to all areas of the world and which will contribute to world peace and understanding;

Determined, to this end, to provide, through the most advanced technology available, for the benefit of all nations of the world, the most efficient and economical service possible consistent with the best and most equitable use of the radio spectrum;

Believing that satellite communications should be organized in such a way as to permit all States to have access to the global system and those States so wishing to invest in the system with consequent participation in the design, development, construction (including the provision of equipment), establishment, maintenance, operation and ownership of the system;

Believing that it is desirable to conclude interim arrangements providing for the establishment of a single global commercial communications satellite system at the earliest practicable date, pending the working out of definitive arrangements for the organization of such a system;

Agree as follows:

ARTICLE I

(a) The Parties to this Agreement shall co-operate to provide, in accordance with the principles set forth in the Preamble to this Agreement, for the design, development, construction, establishment, maintenance and operation of the space segment of the global commercial communications satellite system, to include

- (i) an experimental and operational phase in which it is proposed to use one or more satellites to be placed in synchronous orbit in 1965;
 - (ii) succeeding phases employing satellites of types to be determined, with the objective of achieving basic global coverage in the latter part of 1967; and
 - (iii) such improvements and extensions thereof as the Committee established by Article IV of this Agreement may decide subject to the provisions of Article VI of this Agreement.
- (b) In this Agreement,
- (i) the term "space segment" comprises the communications satellites and the tracking, control, command and related facilities and equipment required to support the operation of the communications satellites;
 - (ii) the terms "design" and "development" include research.

ARTICLE II

(a) Each Party either shall sign or shall designate a communications entity, public or private, to sign the Special Agreement which is to be concluded further to this Agreement and which is to be opened for signature at the same time as

this Agreement. Relations between any such designated entity and the Party which has designated it shall be governed by the applicable domestic law.

(b) The Parties to this Agreement contemplate that administrations and communications carriers will, subject to the requirements of their applicable domestic law, negotiate and enter directly into such traffic agreements as may be appropriate with respect to their use of channels of communication provided by the system to be established under this Agreement, services to be furnished to the public, facilities, divisions of revenues and related business arrangements.

ARTICLE III

The space segment shall be owned in undivided shares by the signatories to the Special Agreement in proportion to their respective contributions to the costs of the design, development, construction and establishment of the space segment.

ARTICLE IV

(a) An Interim Communications Satellite Committee, hereinafter referred to as "the Committee", is hereby established to give effect to the co-operation provided for by Article I of this Agreement. The Committee shall have responsibility for the design, development, construction, establishment, maintenance and operation of the space segment of the system and, in particular, shall exercise the functions and have the powers set forth in this Agreement and in the Special Agreement.

(b) The Committee shall be composed as follows: one representative from each of the signatories to the Special Agreement whose quota is not less than 1.5%, and one representative

from any two or more signatories to the Special Agreement whose combined quotas total not less than 1.5% and which have agreed to be so represented.

(c) In the performance of its financial functions under this Agreement and under the Special Agreement the Committee shall be assisted by an advisory sub-committee on finance. This sub-committee shall be established by the Committee as soon as the Committee becomes operative.

(d) The Committee may establish such other advisory sub-committees as it thinks fit.

(e) No signatory or group of signatories to the Special Agreement shall be deprived of representation on the Committee because of any reduction pursuant to Article XII (c) of this Agreement.

(f) In this Agreement, the term "quota", in relation to a signatory to the Special Agreement, means the percentage set forth opposite its name in the Annex to the Special Agreement as modified pursuant to this Agreement and the Special Agreement.

ARTICLE V

(a) Each signatory to the Special Agreement or group of signatories to the Special Agreement represented on the Committee shall have a number of votes equal to its quota, or to their combined quotas, as the case may be.

(b) A quorum for any meeting of the Committee shall consist of representatives having, in total, a number of votes exceeding the vote of the representative with the largest vote by not less than 8.5.

(c) The Committee shall endeavor to act unanimously; however, if it fails to reach agreement it shall take decisions by a

majority of the votes cast, except that, with respect to the following matters, and subject to paragraphs (d) and (e) of this Article, any decision must have the concurrence of representatives whose total votes exceed the vote of the representative with the largest vote by not less than 12.5:

- (1) choice of type or types of space segment to be established;
- (ii) establishment of general standards for approval of earth stations for access to the space segment;
- (iii) approval of budgets by major categories;
- (iv) adjustment of accounts pursuant to Article 4 (c) of the Special Agreement;
- (v) establishment of the rate of charge per unit of satellite utilization pursuant to Article 9 (a) of the Special Agreement;
- (vi) decisions on additional contributions pursuant to Article VI (b) of this Agreement;
- (vii) approval of the placing of contracts pursuant to Article 10 (c) of the Special Agreement;
- (viii) approval of matters relating to satellite launchings pursuant to Article 10 (d) of the Special Agreement;
- (ix) approval of quotas pursuant to Article XII (a) (ii) of this Agreement;
- (x) determination of financial conditions of accession pursuant to Article XII (b) of this Agreement;
- (xi) decisions relating to withdrawal pursuant to Article XI (a) and (b) of this Agreement and Article 4 (d) of the Special Agreement;
- (xii) recommendation of amendments pursuant to Article 15 of the Special Agreement;

(xiii) adoption of the rules of procedure of the Committee and the advisory sub-committees;

(xiv) approval of appropriate compensation to the Corporation for its performance of services as manager pursuant to Articles 5 (c) and 9 (b) of the Special Agreement.

(d) If the Committee, upon the expiration of sixty days following the date when such matter has been proposed for decision, shall not have taken a decision pursuant to paragraph (c) (i) of this Article on the type of space segment to be established to achieve the objective stated in paragraph (a) (ii) of Article I of this Agreement, a decision on such matter may thereafter be taken by the concurring votes of representatives whose total votes exceed the vote of the representative with the largest vote by not less than 8.5.

(e) If the Committee, upon the expiration of sixty days following the date when such matter has been proposed for decision, shall not have approved

(i) any particular budget category, pursuant to paragraph (c) (iii) of this Article,

(ii) the placing of any particular contract, pursuant to paragraph (c) (vii) of this Article, or

(iii) any particular matter relating to satellite launchings, pursuant to paragraph (c) (viii) of this Article,

relating to achievement of the objectives stated in paragraphs (a) (i) and (a) (ii) of Article I of this Agreement, a decision on such matter may thereafter be taken by the concurring votes

of representatives whose total votes exceed the vote of the representative with the largest vote by not less than 8.5.

ARTICLE VI

(a) The contributions of the signatories to the Special Agreement towards the costs of the design, development, construction and establishment of the space segment during the interim arrangements shall be based upon an estimate of U.S. \$200,000,000 for such costs. Each signatory to the Special Agreement shall pay its quota of such costs in accordance with the provisions of the Special Agreement.

(b) The Committee shall determine whether contributions are required during the interim arrangements in excess of the U.S. \$200,000,000 estimate and, if so, in what amounts. If the additional contributions required during the interim arrangements were to result in total contributions exceeding U.S. \$300,000,000, a special conference of the signatories to the Special Agreement shall be convened to consider the matter and recommend appropriate action before decisions are taken by the Committee. The conference shall determine its own procedure.

(c) Each signatory to the Special Agreement may assume the obligation to pay all or part of its quota of any such additional contributions, but no signatory to the Special Agreement shall be required to do so. To the extent that such obligation is not assumed by any signatory to the Special Agreement, it may be assumed by the remaining signatories to the Special Agreement in the proportion that their respective quotas bear to each

other or as they may otherwise agree. However, if a signatory to the Special Agreement, which is a member of a group of signatories formed in order to appoint jointly a representative on the Committee pursuant to Article IV (b) of this Agreement, does not assume the obligation to pay such additional contributions, the remaining signatories of that group may assume that obligation in whole or in part to the extent that these remaining signatories may agree. The quotas of the signatories to the Special Agreement shall be adjusted accordingly.

ARTICLE VII

In order to ensure the most effective utilization of the space segment in accordance with the principles set forth in the Preamble to this Agreement, no earth station shall be permitted to utilize the space segment unless it has been approved by the Committee pursuant to Article 7 of the Special Agreement.

ARTICLE VIII

The Communications Satellite Corporation, incorporated under the laws of the District of Columbia, herein referred to as "the Corporation", shall, pursuant to general policies of the Committee and in accordance with specific determinations which may be made by the Committee, act as the manager in the design, development, construction, establishment, operation and maintenance of the space segment.

ARTICLE IX

(a) Having regard to the program outlined in Article I of this Agreement, within one year after the initial global system becomes operational and in any case not later than 1st January 1969, the Committee shall render a report to each Party to this

Agreement containing the Committee's recommendations concerning the definitive arrangements for an international global system which shall supersede the interim arrangements established by this Agreement. This report, which shall be fully representative of all shades of opinion, shall consider, among other things, whether the interim arrangements should be continued on a permanent basis or whether a permanent international organization with a General Conference and an international administrative and technical staff should be established.

- (b) Regardless of the form of the definitive arrangements,
 - (i) their aims shall be consonant with the principles set forth in the Preamble to this Agreement;
 - (ii) they shall, like this Agreement, be open to all States members of the International Telecommunication Union or their designated entities;
 - (iii) they shall safeguard the investment made by signatories to the Special Agreement; and
 - (iv) they shall be such that all parties to the definitive arrangements may have an opportunity of contributing to the determination of general policy.

(c) The report of the Committee shall be considered at an international conference, at which duly designated communications entities may also participate, to be convened by the Government of the United States of America for that purpose within three months following submission of the report. The Parties to this Agreement shall seek to ensure that the definitive arrangements will be established at the earliest practicable date, with a view to their entry into force by 1st January 1970.

ARTICLE X

In considering contracts and in exercising their other responsibilities, the Committee and the Corporation as manager shall be guided by the need to design, develop and procure the best equipment and services at the best price for the most efficient conduct and operation of the space segment. When proposals or tenders are determined to be comparable in terms of quality, c.i.f. price and timely performance, the Committee and the Corporation as manager shall also seek to ensure that contracts are so distributed that equipment is designed, developed and procured in the States whose Governments are Parties to this Agreement in approximate proportion to the respective quotas of their corresponding signatories to the Special Agreement; provided that such design, development and procurement are not contrary to the joint interests of the Parties to this Agreement and the signatories to the Special Agreement. The Committee and the Corporation as manager shall also seek to ensure that the foregoing principles are applied with respect to major sub-contracts to the extent that this can be accomplished without impairing the responsibility of the prime contractor for the performance of work under the contract.

ARTICLE XI

(a) Any Party may withdraw from this Agreement, and this Agreement shall cease to be in force for that Party three months after that Party shall have notified the Government of the United States of America of its intention to withdraw and the latter shall inform the other Parties accordingly. In the event of such

withdrawal, the corresponding signatory to the Special Agreement shall pay all sums already due under the Special Agreement, together with a sum which shall be agreed between that signatory and the Committee in respect of costs which will result in the future from contracts concluded prior to notification of withdrawal. If agreement has not been reached within three months after notification of withdrawal, the Committee shall make a final determination of the sums which shall be paid by that signatory.

(b) Not less than three months after the rights of a signatory to the Special Agreement have been suspended pursuant to Article 4 (d) of the Special Agreement, and if that signatory has not meanwhile paid all sums due, the Committee, having taken into account any statement by that signatory or the corresponding Party, may decide that the Party in question is deemed to have withdrawn from this Agreement; this Agreement shall thereupon cease to be in force for that Party.

(c) Withdrawal by a Party from this Agreement shall automatically effect withdrawal from the Special Agreement by the corresponding signatory to the Special Agreement, but the obligation to make payments under paragraph (a) of this Article or under Article 4 (d) of the Special Agreement shall not be affected by such withdrawal.

(d) Upon any withdrawal under paragraph (a) or (b) of this Article, the Committee, to the extent required to account for the quota of the withdrawing signatory to the Special Agreement, shall increase the quotas of the remaining signatories to the Special Agreement in proportion to their respective quotas or as they may otherwise agree. However, if the signatory to the Special Agreement corresponding to the withdrawing Party was

at the time of withdrawal a member of a group of signatories formed in order to appoint jointly a representative on the Committee pursuant to Article IV (b) of this Agreement, the quota of the signatory in question shall be distributed by increasing the quotas of the remaining signatories of that group to the extent that those remaining signatories may agree.

(e) Withdrawal by any Party may also take place if, at the request of the Party concerned, the Committee approves the transfer of the rights and obligations of that Party and the corresponding signatory to the Special Agreement under this Agreement and the Special Agreement to another Party and its corresponding signatory to the Special Agreement. Such transferee or transferees need not have been Parties to the Agreement or signatories to the Special Agreement prior to the time of such transfer.

ARTICLE XII

(a) This Agreement shall be open at Washington for six months from 20th August 1964 for signature:

- (i) by the Government of any State which is listed by name in the Annex to the Special Agreement when it is first opened for signature, and
- (ii) by the Government of any other State which is a member of the International Telecommunication Union, subject to approval by the Committee of the quota of that Government or its designated communications entity, public or private. On such approval and entry into force or provisional application, the name of that State and the name of its corresponding signatory

to the Special Agreement, and its quota are deemed to be inserted in the Annex to the Special Agreement.

(b) The Government of any State which is a member of the International Telecommunication Union may accede to this Agreement after it is closed for signature upon such financial conditions as the Committee shall determine. On such accession, the name of that State and the name of its corresponding signatory to the Special Agreement, and its quota are deemed to be inserted in the Annex to the Special Agreement.

(c) The quotas of the signatories to the Special Agreement shall be reduced pro rata as necessary to accommodate additional signatories to the Special Agreement, provided that the combined original quotas of all signatories to the Special Agreement other than the signatories listed in the Annex to the Special Agreement when this Agreement is first opened for signature shall not exceed 17%.

(d) This Agreement shall enter into force on the date upon which it has been signed without reservation as to approval, or has been approved after such reservation, by two or more Governments. Subsequently it shall enter into force in respect of each signatory Government on signature or, if it signs subject to a reservation as to approval, on approval by it.

(e) Any Government which signs this Agreement subject to a reservation as to approval may, so long as this Agreement is open for signature, declare that it applies this Agreement provisionally and shall thereupon be considered a Party to this Agreement. Such provisional application shall terminate

- (1) upon approval of this Agreement by that Government, or
- (11) upon withdrawal by that Government in accordance with Article XI of this Agreement.

(f) Notwithstanding anything contained in this Article, this Agreement shall not enter into force for any Government nor be applied provisionally by any Government until that Government or its corresponding signatory shall have signed the Special Agreement.

(g) If at the expiration of a period of nine months from the date when it is first opened for signature this Agreement has not entered into force for or has not been provisionally applied by the Government of a State which has signed it in accordance with paragraph (a) (i) of this Article, the signature shall be considered of no effect and the name of that State and of its corresponding signatory to the Special Agreement, and its quota shall be deemed to be deleted from the Annex to the Special Agreement; the quotas of the signatories to the Special Agreement shall accordingly be increased pro rata. If this Agreement has not entered into force for or has not been provisionally applied by the Government of a State which has signed it in accordance with paragraph (a) (ii) of this Article within a period of nine months from the date when it is first opened for signature, the signature shall be considered of no effect.

(h) The corresponding signatory to the Special Agreement of any Government which has signed this Agreement subject to a reservation as to approval, and which has not provisionally applied it, may appoint an observer to the Committee in the same manner as that signatory could have been represented in accordance with Article IV (b) of this Agreement if that Government had approved this Agreement. Any such observer, who shall have the right to speak but not to vote, may attend

the Committee only during a period of nine months from the date when this Agreement is first opened for signature.

(1) No reservation may be made to this Agreement except as provided in this Article.

ARTICLE XIII

(a) Notifications of approval or of provisional application and instruments of accession shall be deposited with the Government of the United States of America.

(b) The Government of the United States of America shall notify all signatory and acceding States of signatures, reservations of approval, deposits of notifications of approval or of provisional application, deposits of instruments of accession and notifications of withdrawals from this Agreement.

ARTICLE XIV

Upon entry into force of this Agreement, the Government of the United States of America shall register it with the Secretary-General of the United Nations in accordance with Article 102 of the Charter of the United Nations.

ARTICLE XV

This Agreement shall remain in effect until the entry into force of the definitive arrangements referred to in Article IX of this Agreement.

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PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR
THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE CONSORTIUM

Washington, D.C., February - March 1969

Doc. 4
December 18, 1968

For the information of participants the text of the 1964 Special Agreement follows:

SPECIAL AGREEMENT

Whereas certain Governments have become Parties to an Agreement Establishing Interim Arrangements for a Global Commercial Communications Satellite System; and

Whereas those Governments have undertaken therein to sign or to designate a communications entity to sign this Special Agreement;

The signatories to this Special Agreement hereby agree as follows:

ARTICLE 1

In this Special Agreement:

(a) "The Agreement" means the Agreement Establishing Interim Arrangements for a Global Commercial Communications Satellite System opened for signature on August 20, 1964, at Washington;

(b) "The Committee" means the Interim Communications Satellite Committee established by Article IV of the Agreement;

(c) "The Corporation" means the Communications Satellite Corporation incorporated under the laws of the District of Columbia pursuant to the Communications Satellite Act of 1962 of the United States of America;

(d) "Design" and "development" include research;

(e) "Quota", in relation to a signatory, means the percentage set forth opposite its name in the Annex to this Special Agreement as modified pursuant to the Agreement and this Special Agreement;

(f) "Signatory" means a Government or a communications entity which has signed this Special Agreement and in respect of which it is in force;

(g) "The space segment" means the space segment defined in Article I (b) (1) of the Agreement.

ARTICLE 2

Each signatory undertakes to fulfill the obligations placed upon it by the Agreement and thereby obtains the rights provided therein.

ARTICLE 3

Each signatory undertakes to contribute a percentage of the costs of the design, development, construction and establishment of the space segment equal to its quota.

ARTICLE 4

(a) During a period of nine months from the date when the Agreement is first opened for signature, each signatory shall, within four weeks from the date of entry into force of this Special Agreement for that signatory, make a payment on account to the Corporation, in United States dollars, or in currency freely convertible into United States dollars, of a percentage equal to its quota of the expenditure which the Corporation has incurred for the design, development, construction and establishment of the space segment prior to the date when the Agreement is first opened for signature, and, according to estimates established by the Corporation at that date, is to incur for those purposes within six months after that date, together with its proportionate share of any additional contribution required pursuant to paragraph (b) of this Article, and appropriate interest on all such amounts. Each signatory shall pay the remainder of its contribution pursuant to Article 3 of this Special Agreement in accordance with paragraph (b) of this Article.

(b) The Corporation shall submit to the Committee estimates of the time phasing of payments required pursuant to Article 3 of this Special Agreement. The Committee shall call on the signatories to make their respective proportionate payments in order to enable obligations to be met as they become due. Payments shall be made to the Corporation by each signatory in United States dollars, or in currency freely convertible into United States

dollars, and in such amounts that, accounting on a cumulative basis, the sums paid by the signatories are in proportion to their respective quotas. Where a signatory other than the Corporation incurs obligations pursuant to authorization by the Committee, the Committee shall cause payments to be made to that signatory.

(c) Accounts for expenditure referred to in paragraphs (a) and (b) of this Article shall be subject to review by the Committee and shall be subject to such adjustment as the Committee may decide.

(d) Each signatory shall pay the amount due from it under paragraph (b) of this Article on the date designated by the Committee. Interest at the rate of six per cent per annum shall be added to any amount unpaid after that date. If the signatory has not made a payment within three months of its becoming due, the rights of the signatory under the Agreement and this Special Agreement shall be suspended. If, after such suspension, the Committee decides, pursuant to Article XI (b) of the Agreement, that the defaulting signatory is deemed to have withdrawn from this Special Agreement, the Committee shall then make a binding determination of the sums already due together with a sum to be paid in respect of the costs which will result in the future from contracts concluded while that signatory was a party. Such withdrawal shall not, however, affect the obligation of the signatory concerned to pay sums due under this Special Agreement, whether falling due before it ceased to be a party or payable in accordance with the aforesaid determination of the Committee.

ARTICLE 5

The following shall be included as part of the costs of the design, development, construction and establishment of the space segment to be shared by the signatories in proportion to their respective quotas:

(a) The direct and indirect costs for the design, development, construction and establishment of the space segment incurred by the Corporation prior to the date when the Agreement is first opened for signature;

(b) All direct and indirect costs for the design, development, construction and establishment of the space segment incurred by the Corporation or pursuant to authorization by the Committee by any other signatory on behalf of the signatories to this Special Agreement subsequent to the date when the Agreement is first opened for signature;

(c) All direct and indirect costs incurred by the Corporation which are allocable to its performance of services as manager in the design, development, construction and establishment of the space segment and appropriate compensation to the Corporation, as may be agreed between the Corporation and the Committee, for such services.

ARTICLE 6

The following shall not form part of the costs to be shared by the signatories:

(a) Taxes on the net income of any of the signatories;

(b) Design and development expenditure on launchers and launching facilities except expenditure incurred for the adaptation of launchers and launching facilities in connection

with the design, development, construction and establishment of the space segment;

(c) The costs of the representatives of the signatories on the Committee and on its advisory sub-committees and the staffs of those representatives except insofar as the Committee may otherwise determine.

ARTICLE 7

(a) In considering whether an earth station should be permitted to utilize the space segment, the Committee shall take into account the technical characteristics of the station, the technical limitations on multiple access to satellites due to the existing state of the art, the effect of geographical distribution of earth stations on the efficiency of the services to be provided by the system, the recommended standards of the International Telegraph and Telephone Consultative Committee and the International Radio Consultative Committee of the International Telecommunication Union, and such general standards as the Committee may establish. Failure by the Committee to establish general standards shall not of itself preclude the Committee from considering or acting upon any application for approval of an earth station to utilize the space segment.

(b) Any application for approval of an earth station to utilize the space segment shall be submitted to the Committee by the signatory to this Special Agreement in whose area the earth station is or will be located or, with respect to other areas, by a duly authorized communications entity. Each such application shall be submitted either individually or jointly on behalf of all signatories and duly authorized communications

entities intending to utilize the space segment by means of the earth station which is the subject of the application.

(c) Any application for approval of an earth station located in the territory of a State whose Government is party to the Agreement which is to be owned or operated by an organization or organizations other than the corresponding signatory shall be made by that signatory.

ARTICLE 8

(a) Each applicant for approval of an earth station pursuant to Article 7 of this Special Agreement shall be responsible for making equitable and non-discriminatory arrangements for the use of the earth station by all signatories or duly authorized communications entities intended to be served by the earth station individually or jointly with other earth stations.

(b) To the extent feasible the Committee shall allot to the respective signatory or duly authorized communications entity, for use by each earth station which has been approved pursuant to Article 7 of this Special Agreement, an amount of satellite utilization appropriate to satisfy the total communications capability requested on behalf of all signatories and duly authorized communications entities to be served by such earth station.

(c) In making allotments of satellite utilization the Committee shall give due consideration to the quotas of the signatories to be served by each earth station.

ARTICLE 9

(a) The Committee shall specify the unit of satellite utilization and from time to time shall establish the rate of charge per unit at a level which, as a general rule, shall be sufficient, on the basis of the estimated total use of the space segment, to cover amortization of the capital cost of the space segment, an adequate compensation for use of capital, and the estimated operating, maintenance and administration costs of the space segment.

(b) In establishing the unit rate of charge pursuant to paragraph (a) of this Article, the Committee shall include in the estimated operating, maintenance and administration costs of the space segment the estimated direct and indirect costs of the Corporation which are allocable to its performance of services as manager in the operation and maintenance of the space segment and appropriate compensation to the Corporation, as may be agreed between the Corporation and the Committee, for such services.

(c) The Committee shall arrange for the payment of charges for allotments of satellite utilization to be made quarterly to the Corporation. The charges shall be computed in United States dollars and paid in United States dollars or in currency freely convertible into United States dollars.

(d) The components of the unit rate of charge representing amortization and compensation for the use of capital shall be credited to the signatories in proportion to their respective quotas. In the interests of avoiding unnecessary transfers of funds between signatories, and of keeping to a minimum the funds held by the Corporation on behalf of the signatories, the

Committee shall make suitable arrangements for funds representing these components to be retained by signatories where appropriate or, if collected, to be distributed among the signatories in such a way that the credits established for signatories are discharged.

(e) The other components of the unit rate of charge shall be applied to meet all operating, maintenance, and administration costs, and to establish such reserves as the Committee may determine to be necessary. After providing for such costs and reserves, any balance remaining shall be distributed by the Corporation, in United States dollars, or in currency freely convertible into United States dollars, among the signatories in proportion to their respective quotas; but if insufficient funds remain to meet the operating, maintenance and administration costs, the signatories shall pay to the Corporation, in proportion to their respective quotas, such amounts as may be determined by the Committee to be required to meet the deficiency.

(f) The Committee shall institute appropriate sanctions in cases where payments pursuant to this Article shall have been in default for three months or longer.

ARTICLE 10

(a) All contracts placed by the Corporation or by any other signatory pursuant to authorization by the Committee relating to design, development and procurement of equipment for the space segment shall, except as otherwise provided by the Committee, be based on responses to appropriate requests for quotations or invitations to tender from among persons and organizations qualified to perform the work under the proposed contract whose

names are furnished to the Committee by the signatories.

(b) For contracts which exceed U.S. \$125,000 the issue by the Corporation of requests for quotations or invitations to tender shall be in accordance with such conditions as the Committee may determine. The Corporation shall keep the Committee fully informed of decisions taken relating to such contracts.

(c) The Corporation shall consult the Committee before issuing requests for proposals and invitations to tender for contracts for design, development and procurement of equipment for the space segment which are expected to exceed U.S. \$500,000. If, as a result of its evaluation of responses to such requests or invitations, the Corporation desires that a contract be placed which exceeds U.S. \$500,000, it shall submit its evaluation and recommendations to the Committee. The approval of the Committee shall be required before each such contract is placed either by the Corporation as manager or by any other signatory pursuant to authorization by the Committee.

(d) The Committee shall approve the program for the launching of satellites and for associated services, the launch source and the contracting arrangements.

(e) Except as otherwise directed by the Committee, and subject to paragraphs (c) and (d) of this Article, all contractors shall be selected by the Corporation and all contracts shall be in the name of and be executed and administered by the Corporation as manager.

(f) Except as otherwise determined by the Committee, all contracts and sub-contracts placed for design, development and

procurement of equipment for the space segment shall contain appropriate provisions to the effect that all inventions, technical data and information arising directly from any work performed under such contracts (except inventions, technical data and information pertaining to launchers and launchings) shall be disclosed to the Committee and may be used only in the design, development, manufacture and use of equipment and components for the space segment established under the present interim arrangements or under any definitive arrangements which may succeed these interim arrangements, without payment of royalties, by each signatory or any person in the jurisdiction of a signatory or the Government which has designated that signatory.

(g) Except as it may otherwise determine, the Committee shall endeavor to have included in all contracts placed for design and development appropriate provisions which will ensure that inventions, technical data and information owned by the contractor and its sub-contractors which are directly incorporated in work performed under such contracts, may be used on fair and reasonable terms by each signatory or any person in the jurisdiction of a signatory or the Government which has designated that signatory, provided that such use is necessary, and to the extent that it is necessary to use such inventions, technical data and information for the exercise of the right to use under paragraph (f) of this Article.

(h) The provisions of this Article shall not be held to apply to contracts for design, development, construction and establishment of the space segment to which the Corporation is a party on the date when the Agreement is first opened for

signature. Subject to the provisions of Article 4 (c) of this Agreement, all such contracts shall be recognized by the Committee as continuing obligations for budgetary purposes.

ARTICLE 11

Each signatory shall keep such books, records, vouchers and accounts of all costs for which it is authorized to be reimbursed under this Special Agreement with respect to the design, development, construction, establishment, maintenance and operation of the space segment as may be appropriate and shall at all reasonable times make them available for inspection by members of the Committee.

ARTICLE 12

In addition to functions stated elsewhere in this Special Agreement, the Corporation, as manager pursuant to Article VIII of the Agreement, shall:

- (a) prepare and submit to the Committee the annual programs and budgets;
- (b) recommend to the Committee the type or types of space segment to be established;
- (c) plan, conduct, arrange for and co-operate in studies, design work and development for improvement of the space segment;
- (d) operate and maintain the space segment;
- (e) furnish to the Committee such information as may be required by any representative on the Committee to enable him to discharge his responsibilities as a representative;
- (f) arrange for technicians, selected by the Committee with the concurrence of the Corporation from among persons nominated by signatories, to participate in the assessment

of designs and of specifications for equipment for the space segment;

(g) use its best efforts to arrange for inventions, technical data and information arising directly from any jointly financed work performed under contracts placed before the date on which the Agreement is opened for signature to be disclosed to each signatory and to be made available for use free of charge in the design, development, manufacture and use of equipment and components for the space segment by each signatory or any person in the jurisdiction of the signatory or the Government which has designated that signatory.

ARTICLE 13

Neither the Corporation as signatory or manager, nor any other signatory as such, shall be liable to any other signatory for loss or damage sustained by reason of a failure or breakdown of a satellite at or after launching or a failure or breakdown of any other portion of the space segment.

ARTICLE 14

Arrangements shall be made whereby all legal disputes arising in connection with this Special Agreement or in connection with the rights and obligations of signatories can, if not otherwise settled, be submitted to the decision of an impartial tribunal, to be established in accordance with such arrangements, which would decide such questions in accordance with general principles of law. To this end, a group of legal experts appointed by the signatories and by the prospective signatories listed in the Annex to this Agreement when it is first opened for signature shall recommend a draft of a Supplementary Agreement

containing such arrangements; the signatories shall, after considering that draft, conclude a Supplementary Agreement for such arrangements within a period of three months from the date when the Agreement is first opened for signature. The Supplementary Agreement shall be binding on all those who subsequently become signatories to this Special Agreement.

ARTICLE 15

Any proposed amendment to this Special Agreement shall first be submitted to the Committee. If recommended by the Committee for adoption, it shall enter into force for all signatories when notifications of approval have been deposited with the Government of the United States of America by two-thirds of the signatories, provided that no amendment may impose upon any signatory any additional financial obligation without its consent.

ARTICLE 16

This Special Agreement shall enter into force for each signatory on the day of signature, provided that the Agreement shall have entered into force for or shall have been provisionally applied by the Government which is or has designated the signatory in question; it shall continue in force for as long as the Agreement continues in force.

* * *

ANNEX

LIST OF PROSPECTIVE SIGNATORIES TO THE SPECIAL AGREEMENT

Country	Name of Signatory	Quota
Australia	Overseas Telecommunications Commission (Australia)	2.75
Austria	Bundesministerium für Verkehr und Elektrizitätswirtschaft, Generaldirektion für die Post- und Telegraphenverwaltung	0.2
Belgium	Régie des Télégraphes et Téléphones	1.1
Canada	Canadian Overseas Telecommunication Corporation	3.75
Denmark	Generaldirektoratet for Post og Telegrafvesenet	0.4
France	Government of the French Republic	6.1
Germany	Deutsche Bundespost	6.1
Ireland	An Roinn Poist Agus Telegrafa	0.35
Italy	to be designated	2.2
Japan	Kokusai Denshin Denwa Company Ltd.	2.0
Netherlands	Government of the Kingdom of the Netherlands	1.0
Norway	Telegrafstyret	0.4
Portugal	Administração Geral dos Correios, Telégrafos e Telefones	0.4
Spain	Government of the State of Spain	1.1
Sweden	Kungl. Telestyrelsen	0.7
Switzerland	Direction Générale des PTT	2.0
United Kingdom of Great Britain and Northern Ireland	Her Britannic Majesty's Postmaster General	8.4
United States of America	Communications Satellite Corporation	61.0
Vatican City	Government of the Vatican City State	0.05



PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR
THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE CONSORTIUM

Washington, D.C., February - March 1969

Doc. 5
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For the information of participants the text of the 1965 Supplementary Agreement on Arbitration follows:

SUPPLEMENTARY AGREEMENT ON ARBITRATION

Whereas Article 14 of the Special Agreement signed pursuant to Article II of the Agreement Establishing Interim Arrangements for a Global Commercial Communications Satellite System opened for signature on 20 August, 1964, at Washington provides for arrangements to be made by a Supplementary Agreement whereby legal disputes may, if not otherwise settled, be submitted to the decision of an impartial tribunal;

It is hereby agreed as follows:

ARTICLE 1

In this Supplementary Agreement:

(a) "The Agreement" means the Agreement Establishing Interim Arrangements for a Global Commercial Communications Satellite System opened for signature on 20 August, 1964, at Washington;

(b) "The Special Agreement" means the Special Agreement signed pursuant to Article II of the Agreement;

(c) "The Committee" means the Interim Communications Satellite Committee established by Article IV of the Agreement;

(d) "Signatory" means, as in the Special Agreement, a Government or communications entity which has signed the Special Agreement and in respect of which it is in force.

ARTICLE 2

(a) An arbitral tribunal constituted under this Supplementary Agreement is competent to give a decision in any legal dispute over the following matter: whether an action or a failure to act by the Committee or by any signatory or signatories is authorized by or is in compliance with the Agreement and the Special Agreement.

(b) An arbitral tribunal constituted in accordance with this Supplementary Agreement shall also be competent to give a decision on any legal dispute arising in connection with any other agreement relating to the arrangements established by the Agreement and the Special Agreement where the signatories which are parties to that other agreement have agreed to confer such a competence. A tribunal in exercising such competence shall act in accordance with the agreement which confers competence on it.

(c) Only the following may be parties in arbitration proceedings instituted under this Supplementary Agreement:

- (i) Any signatory,
- (ii) The Committee.

ARTICLE 3

(a) Within 30 days of the entry into force of this Supplementary Agreement and every two years thereafter, each signatory shall submit to the Committee the name of a legal expert of generally recognized ability who will be available for the succeeding two years to serve as president of tribunals constituted under this Supplementary Agreement. From such nominees the Committee shall appoint seven individuals to a panel from which presidents of tribunals shall be selected.

(b) The members of the panel shall be appointed by the unanimous agreement of the members of the Committee or, if not so appointed within three months from the entry into force of this Supplementary Agreement and every two years thereafter, by a decision of the Committee taken in the same manner mentioned in Article V (c) of the Agreement in respect of the matters listed in sub-paragraphs (i) to (xiv) of that paragraph. The members of the panel shall be appointed for a term of two years, and may be reappointed.

(c) For the purpose of designating a chairman, the panel shall be convened to meet by the chairman of the Committee as soon as possible after the panel has been appointed. The quorum for a meeting of the panel shall be six members. After discussion among its members, the panel shall designate one of its members as its chairman by a decision taken by the affirmative votes of at least four members, cast in one or, if necessary, more than one secret ballot. The chairman so designated shall hold office as chairman

for the rest of his period of office as a member of the panel. The cost of the meeting of the panel shall form part of the costs to be shared by the signatories in accordance with the Special Agreement.

(d) Vacancies on the panel shall be filled by appointment made by the unanimous agreement of the members of the Committee. If the vacancy is not so filled within two months of the date when it arises, the appointment shall be made by decision of the Committee taken in the same manner mentioned in Article V (c) of the Agreement in respect of the matters listed in sub-paragraphs (i) to (xiv) of that paragraph. Vacancies in the office of the chairman of the panel shall be filled by the panel by designation of one of its members in accordance with the procedure set out in paragraph (c) of this Article. A member of the panel appointed to replace a member or designated to replace a chairman whose term of office has not expired shall hold office for the remainder of his predecessor's term.

(e) In appointing the members of the panel the Committee shall seek to ensure that its composition is drawn from the various principal legal systems as they are represented among the signatories.

ARTICLE 4

(a) The party wishing to submit a legal dispute to arbitration shall provide each party and the Committee with a document which contains the following items:

(1) A list of the parties against which the case is brought;

(11) A statement which fully describes the dispute being submitted for arbitration, the reasons why each party

is required to participate in the arbitration, and the relief being requested;

(iii) A statement which sets forth why the subject matter of the dispute comes within the jurisdiction of a tribunal to be constituted under this Supplementary Agreement, and why the relief being requested can be granted by such tribunal if it finds in the petitioner's favor;

(iv) A statement explaining why the petitioner has been unable to achieve a settlement of the dispute by negotiation or other means short of arbitration;

(v) The name of the individual designated by the petitioner to serve as a member of the tribunal.

(b) Within 21 days from the date copies of the document described in paragraph (a) of this Article have been received by all the parties against which the case is brought, the respondents' side shall designate an individual to serve as a member of the tribunal.

(c) In the event of failure by the respondents' side to make such a designation, the chairman of the panel, within ten days following a request by the applicant's side which shall not be made before the expiration of the 21 day period aforesaid, shall make a designation from among the experts whose names were submitted to the Committee pursuant to Article 3 (a) of this Supplementary Agreement.

(d) Within 15 days after such designation the two members of the tribunal shall agree on a third individual selected from the panel constituted in accordance with Article 3 of this Supplementary Agreement, who shall serve as the president of the tribunal. In the

event of failure to reach agreement within such period of time, the chairman of the panel, within ten days after a request from one of the sides, shall designate a member of the panel other than himself to serve as president of the tribunal.

(e) The tribunal shall commence its functions as soon as the president is selected.

(f) Should a vacancy occur in the tribunal for reasons which the president or the remaining members of the tribunal decide are beyond the control of the parties, or are compatible with the proper conduct of the arbitration proceedings, the vacancy shall be filled in accordance with the following provisions:

(i) Should the vacancy occur as a result of the withdrawal of a member appointed by a side to the dispute, then that side shall select a replacement within ten days after the vacancy occurs.

(ii) Should the vacancy occur as a result of the withdrawal of the president of the tribunal or of another member of the tribunal appointed by the chairman, a replacement shall be selected from the panel in the manner described in paragraph (d) or (c) respectively of this Article.

(g) Except as prescribed in this Article, vacancies occurring in the tribunal shall not be filled.

(h) If a vacancy is not filled, the remaining members of the tribunal shall have the power, upon the request of one side, to continue the proceedings and give the tribunal's final decision.

ARTICLE 5

(a) The time and place of the sittings of the tribunal shall be determined by the tribunal.

(b) The proceedings shall be held in private and all material presented to the tribunal shall be treated as confidential, except that the parties to the Agreement whose designated signatories are parties to the dispute shall have the right to be present and shall have access to material presented. When the Committee is a party to the proceedings, all parties to the Agreement and all signatories shall have the right to be present and shall have access to material presented, except where the tribunal shall in exceptional circumstances decide otherwise.

(c) The proceedings shall commence with the presentation of the petitioner's case containing its arguments, related facts supported by evidence and the principles of law relied upon. The petitioner's case shall be followed by the respondent's counter-case. The petitioner may submit a reply to the respondent's counter-case. Additional pleadings shall be submitted only if the tribunal determines they are necessary.

(d) The proceedings shall be conducted in writing, and each side shall have the right to submit written evidence in support of its allegations of fact and law. However, oral arguments and testimony may be given if the tribunal considers it appropriate.

(e) The tribunal may hear and determine counter-claims arising directly out of the subject matter of the dispute provided the counter-claims are within its jurisdiction as defined in Article 2 of this Supplementary Agreement.

(f) At any time during the proceedings, the tribunal may terminate the proceedings if it decides the dispute is beyond its jurisdiction as defined in Article 2 of this Supplementary Agreement.

(g) The tribunal's deliberations shall be secret and its rulings and decisions must be supported by at least two members.

(h) The tribunal shall support its decision by a written opinion. A member dissenting from the decision may submit a separate written opinion.

(i) The tribunal may adopt additional rules of procedure consistent with those established by this Supplementary Agreement which are necessary for the proceedings.

ARTICLE 6

(a) If one side fails to present its case, the other side may call upon the tribunal to accept its case and to give a decision in its favor. Before doing so, the tribunal shall satisfy itself that it has jurisdiction and that the case is well-founded in fact and in law.

(b) Before giving the decision, the tribunal shall grant a period of grace to the side which has failed to present its case, unless it is satisfied that the party in default does not intend to present its case.

ARTICLE 7

Any signatory, group of signatories, or the Committee, which considers that it has a substantial interest in the decision of the case may petition the tribunal for permission to become a party to the case. If the tribunal determines that the petitioner has a substantial interest in the decision of the case, it shall grant the petition.

ARTICLE 8

Either at the request of a party, or upon its own initiative, the tribunal may appoint such experts as it deems necessary to assist it.

ARTICLE 9

Each of the signatories and the Committee shall provide all information determined by the tribunal, either at the request of a party to the case or upon its own initiative, to be required for the proper handling and determination of the dispute.

ARTICLE 10

During the course of its consideration of the case, the tribunal shall have power, pending the final decision, to make recommendations to the parties with a view to the protection of their respective rights.

ARTICLE 11

(a) The decision of the tribunal shall be based on interpretation of the Agreement, the Special Agreement and this Supplementary Agreement in accordance with generally accepted principles of law.

(b) Should the parties reach an agreement during the proceedings, the agreement shall be recorded in the form of a decision of the tribunal given by the consent of the parties.

(c) The decision of the tribunal shall be binding on all the parties to the dispute and shall be carried out by them in good faith. However, if, in a case in which the Committee is a party, the tribunal decides that a decision of the Committee is null and void as not being authorized by or in compliance with the Agreement and the Special Agreement, the decision of the tribunal shall be binding on all signatories.

ARTICLE 12

Unless the tribunal determines otherwise because of the particular circumstances of the case, the expenses of the tribunal,

including the remuneration of the members of the tribunal, shall be borne in equal shares by each side. Where a side consists of more than one party, the share of that side shall be apportioned by the tribunal among the parties on that side.

ARTICLE 13

This Supplementary Agreement shall enter into force when it has been signed by all signatories to the Special Agreement in respect of which the Special Agreement is in force. Thereafter, pursuant to Article 14 of the Special Agreement, it shall enter into force for other signatories on the day on which the Special Agreement enters into force for them. It shall be in force as long as the Special Agreement continues in force.

* * *



PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR
THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE CONSORTIUM

Washington, D.C., February - March 1969

Doc. 6
January 15, 1969

REPORT
OF THE INTERIM COMMUNICATIONS SATELLITE COMMITTEE
ON DEFINITIVE ARRANGEMENTS FOR
AN INTERNATIONAL GLOBAL COMMUNICATIONS SATELLITE SYSTEM

Table of Contents

<u>Paragraphs</u>	<u>SUBJECT OUTLINE</u>	<u>Page</u>
(i) - (vii)	Preface	1
100-137	<u>PART I: HISTORY OF INTELSAT</u>	3
100-103	1. <u>The Interim Arrangements Establishing INTELSAT</u>	3
104-105	2. <u>Principles of INTELSAT</u>	3
106	3. <u>Membership of INTELSAT</u>	4
107-121	4. <u>Organization of INTELSAT</u>	5
107-110	A. The Interim Communi- cations Satellite Committee	5
111-117	B. Advisory Subcommittees and Other Groups	6
111-114	(i) Advisory Subcommittees	6
115	(ii) Working Groups	9
116	(iii) Operational Coordi- nation with Earth Stations	9
117	(iv) Arbitration Panel	9
118-121	C. The Manager	10
118-119	(i) COMSAT as Manager	10
120-121	(ii) Nominees of the Signa- tories on the Manager's Staff	10
122-127	5. <u>The Space Segment</u>	11
122-126	A. Satellites	11
127	B. Tracking, Telemetry and Command (TT&C) Facilities for INTELSAT III Satellites	14

<u>Paragraphs</u>	<u>SUBJECT OUTLINE</u>	<u>Page</u>
128	6. <u>Utilization of Space Segment</u>	14
129-134	7. <u>Implementation of Article X of the Interim Agreement</u>	15
135-136	8. <u>INTELSAT's Research and Development Program</u>	17
137	9. <u>Parties to the Interim Agreement and Signatories of the Special Agreement</u>	18
138-140	<u>PART II: FINANCIAL ASPECTS OF INTELSAT</u>	23
138	1. Financial Status	23
139	2. Operating Results	25
140	3. Capital Expenditure Projection	27
141-636	<u>PART III: COMMITTEE'S RECOMMENDATIONS CONCERNING THE DEFINITIVE ARRANGEMENTS FOR AN INTERNATIONAL GLOBAL COMMUNICATIONS SATELLITE SYSTEM</u>	29
141-145	Introduction	29
146-162	Glossary of Terms	31
163-187	A. <u>Objectives and Purposes of the Definitive Arrangements</u>	34
188-227	B. <u>Scope of Activities of the Organization</u>	38
193-202	1. International Telecommunication Services	38

<u>Paragraphs</u>	<u>SUBJECT OUTLINE</u>	<u>Page</u>
194-195	a) Public Telecommuni- cation Services	38
196-202	b) Specialized Telecommuni- cation Services	39
203-225	2. Domestic Telecommunication Services	40
204-207	a) General	40
208-209	b) Provision by Means of Global Satellites	40
210-214	c) Provision by Means of Separate Satellites	41
215-225	d) Prior Conditions	42
226-227	3. Provision for Meeting Needs of a National Security Nature	43
228-230	C. <u>Eligibility for Membership in the Organization</u>	44
231-236	D. <u>Legal Form, Personality, and Capacity of the Organization</u>	45
232-234	1. Legal Form	45
235-236	2. Legal Personality and Capacity	45
237-488	E. <u>Structure of the Organization</u>	46
243-252	1. Organs of the Organization	47
253-261	2. Inter-relationship of the Organs of the Organization	48

<u>Paragraphs</u>	<u>SUBJECT OUTLINE</u>	<u>Page</u>
262-343	3. The Assembly	49
264-291	a) An Assembly Consisting of all Parties	49
265-281	(i) Functions	49
282-287	(ii) Voting	51
288-291	(iii) Frequency of Meetings	51
292-317	b) An Assembly Consisting Either of Parties or of Signatories, as may be Determined by the Parties Prior to Each Meeting of the Assembly.	52
293-309	(i) Functions	52
310-314	(ii) Voting	53
315-317	(iii) Frequency of Meetings	53
318-343	c) An Assembly Consisting of All Signatories	54
319-333	(i) Functions	54
334-339	(ii) Voting	55
340-343	(iii) Frequency of Meetings	56
344-430	4. The Governing Body	56
345-348	a) Eligibility for Membership	56
349-355	b) Size	56
356-366	c) Composition	57
367-390	d) Functions	58

<u>Paragraphs</u>	<u>SUBJECT OUTLINE</u>	<u>Page</u>
391-423	e) Voting Arrangements	62
392-401	(i) Determination of Voting Shares	62
402-410	(ii) Voting Power	63
411-417	(iii) Majority Requirements	64
418-421	(iv) Majority Requirements on Substantive Questions	65
422-423	(v) Majority Requirements on Procedural Questions	65
424-430	f) The Chairman of the Governing Body	66
431-477	5. The Management Body	66
432-445	a) Identity and Staffing	66
446-458	b) Designation of the Manage- ment Body	68
459-462	c) Change of the Management Body	69
463-477	d) Functions of the Manage- ment Body	69
478-488	6. Variation of a Three-organ Structure	71
489-531	F. <u>Financial Matters</u>	74
492-496	1. Principles Underlying the Financial Arrangements of the Organization	75
497-506	2. Principles for Determining Investment Shares of Signa- tories	76

<u>Paragraphs</u>	<u>SUBJECT OUTLINE</u>	<u>Page</u>
507-515	3. Methods for Determining Investment Shares	77
508-509	a) Allocation of Investment Shares	77
510-515	b) Frequency of Allocation	77
516-531	4. Rights and Obligations of Investors	78
517-519	a) Property Rights and Interests	78
520-523	b) Compensation for Use of Capital	78
524-525	c) Contribution to Maintenance and Operating Expenses	79
526-531	d) Conditions of Use	79
532-543	G. <u>Procurement Policies</u>	81
535-537	1. Obtaining the Best Product at the Best Price	81
538-543	2. Participation in Procurements	82
544-549	H. <u>Policies in Relation to Inventions, Data, and Technical Information</u>	83
550-567	I. <u>Access to the System; Coordination Arrangements</u>	85
553-556	1. Access to the System	85
557-567	2. Coordination Arrangements	86
558-563	a) Technical Coordination	86
564-565	b) Commercial Coordination	87
566-567	c) Coordination between Earth and Space Segments	87

<u>Paragraphs</u>	<u>SUBJECT OUTLINE</u>	<u>Page</u>
568-597	J. <u>The Agreements Constituting the Definitive Arrangements; Amendment; Settlement of Disputes; Privileges, Immunities and Exemptions</u>	88
568-571	1. Number of Agreements	88
572-576	2. Signatories of the Agreements	88
577-580	3. Duration of the Agreements	89
581-590	4. Amendment of the Agreements	89
591-593	5. Settlement of Disputes	91
594-597	6. Privileges, Immunities and Exemptions	91
598-621	K. <u>Rights and Obligations of Parties</u>	92
599-605	1. General Obligations	92
606-608	2. Regional Satellites	93
609-611	3. Domestic Services	93
612-617	4. Specialized Services	94
618-621	5. Needs of a National Security Nature	95
622-625	L. <u>Withdrawal from the Organization</u>	96
626-636	M. <u>Transition from the Interim Arrangements to Definitive Arrangements</u>	97

<u>Paragraphs</u>	<u>SUBJECT OUTLINE</u>	<u>Page</u>
	<u>APPENDIX TO PART III: Functions of the Manager under the Interim Arrangements</u>	100
	I. Introduction	100
	II. Technical	100
	III. Operations	101
	IV. Procurement	102
	V. Financial	102
	VI. Legal Services	102
	VII. Information Services	103
	<u>STATEMENTS OF REPRESENTATIVES TO THE COMMITTEE</u>	104
	<u>ILLUSTRATIONS, MAPS, TABLES</u>	
123	Characteristics of Satellites Already Launched or Planned for Launch	11A
124	Operational Communications Satellite Earth Stations and Satellite Communications Coverage Areas as of 15 December 1968.	12A
125	Communications Satellite Earth Stations Approved by Interim Communications Satellite Committee as of 15 December 1968 and Coverage Area of INTELSAT III Satellites (to be operational in 1969)	13A
128	Utilization of Space Segment	14
137	Parties to the Interim Agreement and Signatories of the Special Agreement (As of 15 December 1968)	18

<u>Paragraphs</u>	<u>SUBJECT OUTLINE</u>	<u>Page</u>
138	Net Book Value of the assets of INTELSAT as of 31 October 1968	23
138	Net Book Value as Reconciled with Signatories Payments and Receipts	23
139	Operating Results (Period from 1 January 1967 - 1 October 1968)	25
140	Estimated INTELSAT Capital Expenditures	28

PREFACE

- (i) The Governments which signed the Agreement Establishing Interim Arrangements for a Global Commercial Communications Satellite System did so in the expectation that definitive arrangements to supersede the interim arrangements would be developed at the earliest practicable date. In formulating interim arrangements in 1964, the Governments contemplated that it would be timely to work out definitive arrangements after the establishment of an operational global system. Article IX of the Agreement states:
- (ii) " (a) Having regard to the program outlined in Article I of this Agreement, within one year after the initial global system becomes operational and in any case not later than 1st January 1969, the Committee shall render a report to each Party to this Agreement containing the Committee's recommendations concerning the definitive arrangements for an international global system which shall supersede the interim arrangements established by this Agreement. This report, which shall be fully representative of all shades of opinion, shall consider, among other things, whether the interim arrangements should be continued on a permanent basis or whether a permanent international organization with a General Conference and an international administrative and technical staff should be established.
- " (b) Regardless of the form of the definitive arrangements
- (i) their aims shall be consonant with the principles set forth in the Preamble to this Agreement;
 - (ii) they shall, like this Agreement, be open to all States members of the International Telecommunication Union or their designated entities;
 - (iii) they shall safeguard the investment made by signatories to the Special Agreement; and
 - (iv) they shall be such that all parties to the definitive arrangements may have an opportunity of contributing to the determination of general policy.

- "(c) The report of the Committee shall be considered at an international conference, at which duly designated communications entities may also participate, to be convened by the Government of the United States of America for that purpose within three months following submission of the report. The Parties to this Agreement shall seek to ensure that the definitive arrangements will be established at the earliest practicable date, with a view to their entry into force by 1st January 1970."

- (iii) The Interim Communications Satellite Committee has prepared this Report in compliance with the mandate placed upon the Committee by Article IX. In the preparation of this Report, the Committee has had the definitive arrangements under consideration since September of 1967. During this period approximately 80 documents offering detailed proposals and statements of principle have been submitted to the Committee. All of these papers have received careful consideration.
- (iv) This Report is organized in three parts: I, History of the International Telecommunications Satellite Consortium (INTELSAT); II, Financial Aspects of INTELSAT; and III, Committee's Recommendations concerning the Definitive Arrangements for an International Global Communications Satellite System.
- (v) Part I, History of INTELSAT, contains a factual account of the origins and structure of INTELSAT and an outline of progress since August 1964.
- (vi) Part II, Financial Aspects of INTELSAT, contains the financial status of INTELSAT as of the end of 1968, operating results and capital expenditure projections.
- (vii) Part III, Committee's Recommendations concerning the Definitive Arrangements for an International Global Communications Satellite System, contains the recommendations of the Committee and proposals which have been introduced by Committee members. The Committee submits these recommendations and proposals in the belief that they respond, to the extent practical, to the requirements of Article IX(a) of the Interim Agreement. Individual statements of Committeemembers containing reservations to or comments on proposals are appended to Part III. An explanation of the principles and procedures which have guided the Committee in its deliberations over Part III of its Report is to be found in the introductory paragraph to that Section. A Glossary of Terms used extensively in Part III immediately follows the introduction of Part III.

PART I. HISTORY OF INTELSAT

1. THE INTERIM ARRANGEMENTS ESTABLISHING INTELSAT

100 The International Telecommunications Satellite Consortium (INTELSAT) was established on 20 August 1964 when the representatives of eleven countries gathered in Washington and signed the Agreement Establishing Interim Arrangements for a Global Commercial Communications Satellite System (the Interim Agreement), which had been drafted in a cooperative effort of representatives from 19 countries. Pursuant to Article II of the Interim Agreement, representatives of the eleven countries or their designated communications entities signed the Special Agreement which also was opened for signature and entered into force on 20 August 1964

101 The Interim Agreement sets forth the purposes and provides for the financial and organizational structure of INTELSAT. The Special Agreement describes the obligations and rights of its Signatories, and also sets forth the functions of the Manager designated in the Interim Agreement.

102 Pursuant to Article 14 of the Special Agreement, the Supplementary Agreement on Arbitration was drafted. It was opened for signature in Washington on 4 June 1965 and entered into force on 21 November 1966.

103 The three Agreements remain in effect until the entry into force of the definitive arrangements.

2. PRINCIPLES OF INTELSAT

104 The principles which underlie the formation of INTELSAT are stated in the Preamble to the Interim Agreement:

105 "The Governments signatory to this Agreement,

"Recalling the principle set forth in Resolution No. 1721 (XVI) of the General Assembly of the United Nations that communications by means of satellites should be available to the nations of the world as soon as practicable on a global and non-discriminatory basis;

"Desiring to establish a single global commercial communications satellite system as part of an improved global communications network which will provide expanded telecommunications services to all areas of the world and which will contribute to world peace and understanding;

"Determined, to this end, to provide, through the most advanced technology available, for the benefit of all nations of the world, the most efficient and economical service possible consistent with the best and most equitable use of the radio spectrum;

"Believing that satellite communications should be organized in such a way as to permit all States to have access to the global system and those States so wishing to invest in the system with consequent participation in the design, development, construction (including the provision of equipment), establishment, maintenance, operation and ownership of the system;

"Believing that it is desirable to conclude interim arrangements providing for the establishment of a single global commercial communications satellite system at the earliest practicable date, pending the working out of definitive arrangements for the organization of such a system."

3. MEMBERSHIP OF INTELSAT

106

Membership in INTELSAT is open, under Article XII of the Interim Agreement, to all members of the International Telecommunication Union. By the end of 1964, INTELSAT had nineteen members; by December 1968, its membership had grown to sixty-three. The Parties to the Interim Agreement and the Signatories of the Special Agreement are shown, along with the respective investment quotas of the Signatories, as of 15 December 1968, in paragraph 9 of this Section. These quotas are subject to reduction pro rata as necessary to accommodate additional signatories to the Special Agreement in accordance with Article XII of the Interim Agreement. Article XII allocated 17% of the total investment quota for subsequent accession to the Special Agreement. As of 15 December 1968, approximately 3% was still available for investment quotas for new Signatories.

4. ORGANIZATION OF INTELSAT

A. The Interim Communications Satellite Committee

107 The Interim Communications Satellite Committee (hereinafter referred to as the Committee) was established by Article IV of the Interim Agreement to give effect to the purposes set forth in Article I of that Agreement. The Committee is given responsibility by Article IV for the "design, development, establishment, maintenance and operation of the space segment" of the global communications satellite system.

108 In accordance with Article IV of the Interim Agreement, the Committee is composed of one representative from each of the Signatories to the Special Agreement whose initial investment quota is not less than 1.5 percent and one representative from any two or more Signatories to the Special Agreement whose combined quotas total not less than 1.5 percent and which have agreed to be so represented. Further, pursuant to Article V of the Interim Agreement, each Signatory or group of Signatories to the Special Agreement which is represented on the Committee has a number of votes equal to its investment quota or combined investment quotas, as the case may be.

109 The total membership of the Committee increased from nine representatives at the end of 1964 to eighteen, representing forty-eight Signatories, by 15 December 1968. The current membership of the Committee is as follows:

The Arab Group
(Representing:

Algeria	Saudi Arabia
Iraq	Sudan
Jordan	Syria
Kuwait	Tunisia
Lebanon	United Arab Republic
Libya	Yemen)
Morocco	

Argentina
Asia/Pacific Group
(Representing:

Ceylon	New Zealand
India	Philippines
Indonesia	Singapore
Malaysia	Thailand)

Australia
Belgium/The Netherlands
Brazil
Canada
France/Monaco
Germany
Italy/The Vatican
Japan
Mexico
Denmark/Norway/Sweden
Spain/Portugal
Switzerland/Austria/Liechtenstein
Venezuela/Colombia/Chile
United Kingdom/Ireland
United States of America

110 The Committee meets approximately every eight weeks in sessions averaging eight to ten days. To date, the Committee has held thirty-six meetings. All but three of the meetings have been held in the INTELSAT headquarters in Washington, D. C., the others in Paris, Tokyo and Naples.

B. Advisory Subcommittees and Other Groups

111 (i) Advisory Subcommittees

Pursuant to Article IV of the Interim Agreement, the Committee has established Advisory Subcommittees on Finance, Technical Matters, and Contracting Procedures. Each representative on the Committee is entitled to designate an individual to serve on each of the Advisory Subcommittees. The Advisory Subcommittees advise and assist the Committee, at its request, in the performance of its functions under the Interim and Special Agreements and report periodically to the Committee. In addition, each of the Subcommittees has been assigned certain continuing tasks by the Committee in the following terms:

112 Advisory Subcommittee on Finance

- (a) To perform a continuing analysis of the form and content of budgets and prepare and present statements of financial conditions.

- (b) To keep under review depreciation and other accounting policies followed in INTELSAT accounts.

113

Advisory Subcommittee on Technical Matters

- (a) To study and advise on the technical aspects of the satellite system with a view towards an improved global telecommunications network, taking into account available and relevant recommendations, studies and current work of the consultative committees of the International Telecommunication Union. (ITU).
- (b) To study and advise on general operational aspects of the satellite system which impact on the space segment, taking into account available and relevant recommendations, studies and current work of the consultative committees of the ITU.
- (c) To recommend for each kind of satellite system on:
- the transmission system characteristics,
 - the transmission parameters of the satellites,
 - the mandatory transmission parameters of earth stations,
 - the principles of test plans for the introduction of satellites, earth stations and carriers into the system.
- (d) To make recommendations with respect to the performance characteristics of earth stations.
- (e) To review the effectiveness of frequency utilization.
- (f) To report, on a regular basis, on technical and operational matters under consideration by consultative committees of the ITU which are of importance to INTELSAT members. To recommend urgently-required technical and operational characteristics of satellite systems, insofar

as the space segment is affected, where relevant recommendations by the ITU consultative committees are not yet available. Such recommendations will take into account relevant current studies of the ITU consultative committees.

(g) To advise on the nature and amount of research and development which INTELSAT should undertake and, in particular:

- the technical scope of each project and the reason for INTELSAT undertaking such a project;
- the apportionment of the work into "in-house" projects (those performed by the Manager itself) and projects which will be contracted on the outside;
- the split of "in-house" work into its component parts;
- the manner in which the technical effort is to be undertaken, with particular reference to the estimated manpower and material to be expended "in-house" and their relationship to the amount of technical effort needed of the Manager to perform its functions efficiently.

114

Advisory Subcommittee on Contracting Procedures

- (a) To review semi-annually contracting procedures and principles in the light of actual contracting experience.
- (b) To review and make quantitative assessment of the division of work performed by the Manager itself and that performed outside the Manager and internationally in research and development and other contracts.
- (c) To review INTELSAT patent policy.

(ii) Working Groups

115

Various Ad Hoc Groups have been established from time to time to assist the Committee in specific tasks.

(iii) Operational Coordination with Earth Stations

116

Regional Operational Coordination Groups for the Atlantic, Pacific and Indian Ocean Satellite Regions, establish cooperation between the space segment and the earth stations and help to assure efficient development and use of INTELSAT satellites. These groups were established by the Committee in 1966 as Regional Ad Hoc Working Groups, and using data provided by them the Committee has developed a traffic data base to assist it in future programme planning. Regional Groups as now constituted consider operational matters of all kinds, and all interested Signatories participate in them."

(iv) Arbitration Panel

117

In accordance with Article 3(b) of the Supplementary Agreement on Arbitration, the Committee has appointed a legal expert from each of the following seven countries to a panel from which Presidents of Arbitration Tribunals shall be selected:

Australia
Brazil
Japan
Malaysia
Norway
Spain
United States of America

C. The Manager

(i) COMSAT as Manager

118 The Interim Agreement provides in Article VIII that the Communications Satellite Corporation (COMSAT) "shall, pursuant to general policies of the Committee and in accordance with specific determinations which may be made by the Committee, act as the Manager in the design, development, construction, establishment, operation, and maintenance of the space segment."

119 In accordance with Article VIII and other relevant provisions of the Interim Agreement and Special Agreement, COMSAT, as Manager for INTELSAT, procures the satellites and other equipment for the space segment, arranges for the launching of the satellites, operates the space segment, handles all financial matters, and makes studies and recommendations on a wide variety of subjects.

(ii) Nominees of the Signatories on the Manager's Staff

120 Article 12(f) of the Special Agreement states that the Manager shall "arrange for technicians, selected by the Committee, with the concurrence of the Corporation from among persons nominated by Signatories, to participate in the assessment of designs and of specifications for equipment for the space segment."

121 Pursuant to this Article, various Signatories have contributed significantly to the Manager's capability to perform its varied tasks by nominating twenty highly qualified personnel to work on the Manager's staff, usually for one or two years.

5. THE SPACE SEGMENT

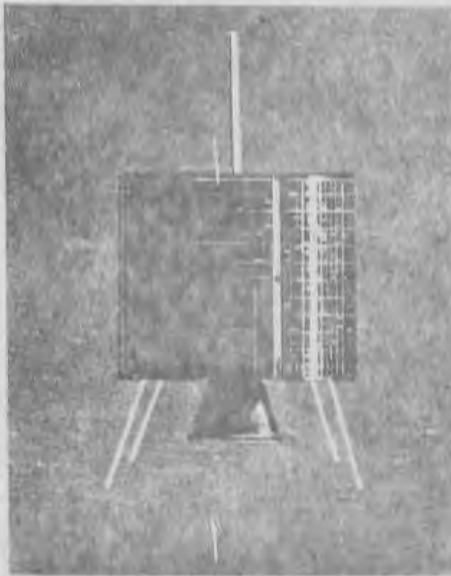
A. Satellites

122 The four INTELSAT satellites in commercial operation as of 15 December 1968 were launched into synchronous orbit from Cape Kennedy. They provide the circuits for telephone, television (color and monochrome), facsimile, teletype, and high-speed data services.

123 The characteristics of the satellites already launched or planned for launch are as follows:

INTELSAT I

Capacity: 240 telephone circuits
 Position: Atlantic Ocean
 Weight: 38.5 kg.
 Size: 61 cm. in diameter
 58.7 cm. high
 Launched: 6 April 1965
 Design Lifetime: 18 months (but
 still functioning normally)



INTELSAT II

Capacity: 240 telephone circuits,
 with multiple access and
 greater coverage than that
 of INTELSAT I
 Positions: Atlantic and Pacific
 Weight: 87 kg. in orbit
 Size: 130 cm. in diameter
 66.2 cm. high
 Launched: 26 October 1966 (failure)
 11 January 1967 (Pacific)
 27 March 1967 (Atlantic)
 27 November 1967 (Pacific)
 Design Lifetime: 3 years



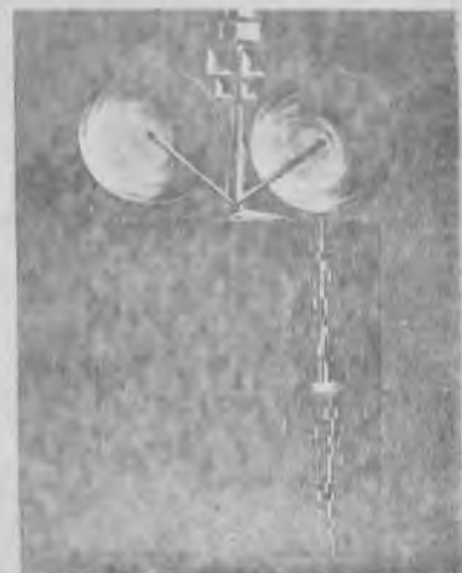
INTELSAT III

Capacity: 1200 telephone circuits
 with multiple access
 Positions: Planned for Atlantic,
 Pacific and Indian Oceans
 Weight: 126.8 kg. in orbit
 Size: 130 cm. in diameter
 102.5 cm. high
 Launched: 18 Sept. 1968 (failure)
 18 December 1968 (Atlantic)
 Design Lifetime: 5 years



INTELSAT IV

Capacity: 5000 telephone circuits
 with multiple access
 Positions: Planned for Atlantic,
 Pacific and Indian Oceans
 Weight: 557 kg. in orbit
 Size: 237 cm. in diameter
 495 cm. high
 Design Lifetime: 7 years

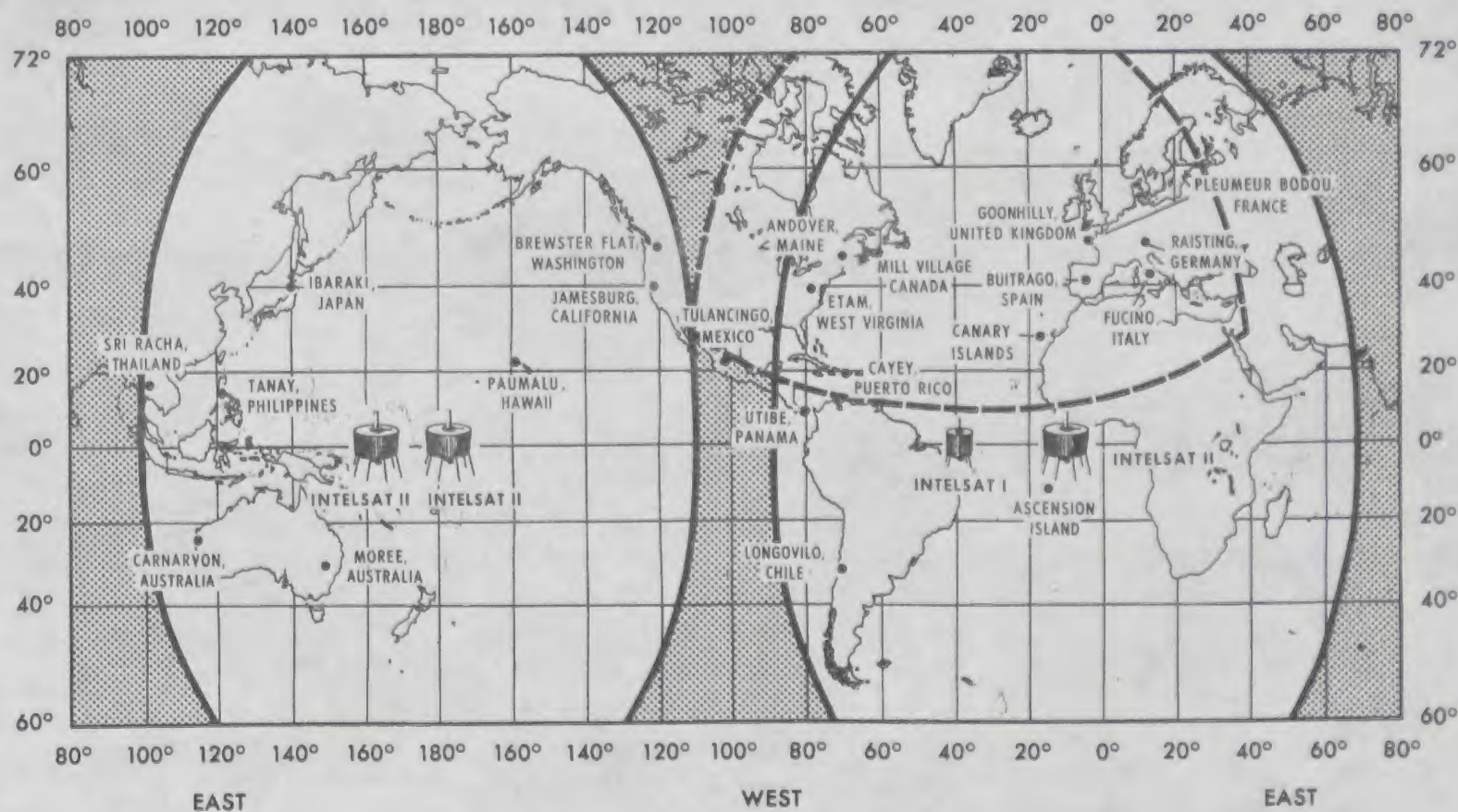


124

The positions of the satellites in service as of 15 December 1968, their zones of coverage and the earth stations in operation on the same date are as follows:

OPERATIONAL COMMUNICATIONS SATELLITE EARTH STATIONS AND SATELLITE COMMUNICATIONS COVERAGE AREAS

AS OF 15 DECEMBER 1968

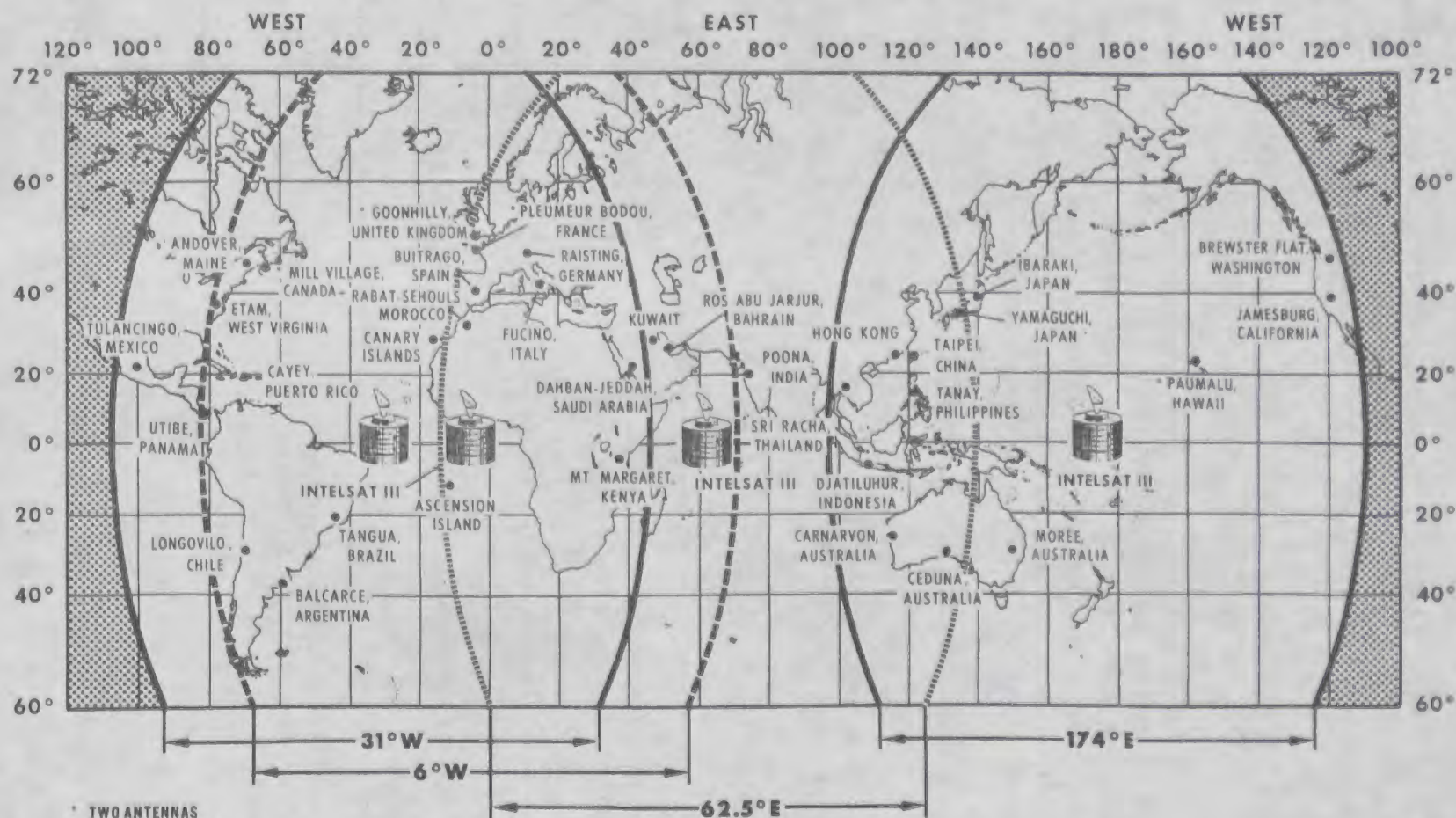


• TWO ANTENNAS

125

The position of the INTELSAT III (F-2) satellite and the expected positions of the INTELSAT III satellites planned to be launched in 1969, their zones of coverage, and the earth stations expected to work with them and approved by the Committee are as follows:

COMMUNICATIONS SATELLITE EARTH STATIONS APPROVED
BY INTERIM COMMUNICATIONS SATELLITE COMMITTEE
AS OF 15 DECEMBER 1968 AND COVERAGE AREA
OF INTELSAT III SATELLITES (to be operational in 1969)



126 Satellites in the INTELSAT IV series are expected to be launched over the Atlantic Ocean by early 1971, to be followed by launches over the Pacific and Indian Oceans.

B. Tracking, Telemetry and Command (TT&C) Facilities for INTELSAT III Satellites

127 As locations for the tracking, telemetry and command facilities for the INTELSAT III satellites, the Committee has chosen the following: Fucino (Italy), Carnarvon (Australia), and Andover (Maine) and Paumalu (Hawaii) in the United States. Small aperture earth stations located at these sites will provide TT&C functions for INTELSAT.

6. UTILIZATION OF SPACE SEGMENT

128 The utilization of the space segment is indicated in the table below:

	31/12/65	31/12/66	31/12/67	30/11/68
Full-time telephone circuits in service as at	75	86	344	518
TV program time (hours) during year ended	41 ^ø	74	226	349*
Temporary service (circuit/hours) during year ended	3,248 ^ø	10,080	59,820	132,550*
Operating earth stations as of	5	8	17	23

^ø 6 months

*11 months

7. IMPLEMENTATION OF ARTICLE X OF THE INTERIM AGREEMENT

129

Article X of the Interim Agreement states:

"In considering contracts and in exercising their other responsibilities, the Committee and the Corporation as manager shall be guided by the need to design, develop and procure the best equipment and services at the best price for the most efficient conduct and operation of the space segment. When proposals or tenders are determined to be comparable in terms of quality, c.i.f. price and timely performance, the Committee and the Corporation as manager shall also seek to ensure that contracts are so distributed that equipment is designed, developed and procured in the States whose Governments are Parties to this Agreement in approximate proportion to the respective quotas of their corresponding signatories to the Special Agreement; provided that such design, development and procurements are not contrary to the joint interests of the Parties to this Agreement and the signatories to the Special Agreement. The Committee and the Corporation as manager shall also seek to ensure that the foregoing principles are applied with respect to major sub-contracts to the extent that this can be accomplished without impairing the responsibility of the prime contractor for the performance of work under the contract."

130

Through the efforts of the Committee and the Manager, there has been an increasing degree of international participation, i.e., procurement outside the United States, in each of the successive INTELSAT satellite programs. INTELSAT requests for proposals contain the following language to stimulate and encourage the widest practicable participation:

"The work covered by this bid is required for an internationally financed project, and it is desirable that work to be contracted be spread as widely as possible. Therefore, other things being comparable in terms of quality, c.i.f. price and timely performance, preference will be given to those tenderers offering to sub-contract work in countries other than their own for the satellite and associated equipment."

- 131 In the INTELSAT II program, subcontracts totalling \$289,029, approximately 2% of the total contract price, were awarded outside the United States, in the United Kingdom and France.¹
- 132 In the INTELSAT III program, subcontracts totalling \$2,151,711, approximately 6% of the total contract price, were awarded outside the United States, in France, Germany, the United Kingdom, Belgium, Switzerland, and Japan¹.
- 133 In the INTELSAT IV program, subcontracts totalling \$19.4 million, approximately 27% of the total contract price, were awarded outside the United States, in the United Kingdom, France, Germany, Canada, Japan, Belgium, Italy, Switzerland, Sweden, and Spain¹.
- 134 INTELSAT Research and Development contracts have increasingly been placed with non-U.S. contractors. To date, Research and Development contracts and subcontracts totalling \$900,850, approximately 13% of the total Research and Development program, have been awarded outside the United States, in the United Kingdom, Japan, France, Italy, and Germany¹.

¹ Countries are listed in decreasing order of their share of the subcontracts.

8. INTELSAT'S RESEARCH AND DEVELOPMENT PROGRAM

135

INTELSAT has undertaken a research and development program to advance satellite communications technology, to explore new possibilities for the use of satellite communications, and to support the implementation and operation of the global communications satellite system. Research and development projects which have been or are being undertaken to date include:

- Multi-Purpose Communications Satellite Study
- Aeronautical Satellite Study
- Multiple Carrier Performance Monitor
- Multiple Access PCM/TDMA System Prototype
- Single Channel PCM/FDMA Experimental System
- Microwave State-of-Art Development
- Space Environment Studies, Radiation Effects
- Echo Suppression Studies
- Electric Power Systems
- Spacecraft Thermal Investigations
- Positioning and Orientation Systems
- Mechanical Devices
- Spacecraft Structures
- Systems Integration
- Systems Simulation
- Demand Assignment
- Rotary Joint Study

136

In the budget for 1968, a total of \$2,867,275 was committed to research and development: \$1,684,000 to be performed by the Manager, and \$1,183,275 on contract to other organizations.

137

9. PARTIES TO THE INTERIM AGREEMENT AND SIGNATORIES OF THE
SPECIAL AGREEMENT

(As of 15 December 1968)

ALGERIA	Ministry of Posts and Telecommunications	00.543256%
ARGENTINA	Secretaría de Estado de Comunicaciones	01.413399
AUSTRALIA	Overseas Telecommunica- tions Commission	02.390993
AUSTRIA	Bundesministerium für Verkehr und Elektrizi- tätswirtschaft, General- direktion für die Post- und Telegraphenverwaltung	00.173890
BELGIUM	Régie des Télégraphes et des Téléphones	00.956397
BRAZIL	National Telecommunica- tions Council	01.413399
CANADA	Canadian Overseas Tele- communication Corporation	03.260445
CEYLON	Permanent Secretary in charge of Ministry of Posts and Telecommunications of Ceylon	00.045271
CHILE	Empresa Nacional de Telecomunicaciones S.A.	00.282680

CHINA	Directorate General of Telecommunications of the Republic of China	00.090543
COLOMBIA	Government of Colombia	00.543236
DENMARK	Generaldirektoratet for Post og Telegrafvesenet	00.347781
ETHIOPIA	Government of Ethiopia	00.072434
FRANCE	Government of the French Republic	05.303657
GERMANY	Deutsche Bundespost	05.303657
GREECE	Greek Ministry of Communications Directorate General of Telecommunications	00.094227
INDIA	Government of India	00.471133
INDONESIA	Dewan Telekomunikasi	00.271628
IRAN	Ministry of Post, Telegraph and Telephone	00.250000
IRAQ	Ministry of Commu- nications of Iraq	00.009054
IRELAND	An Roinn Poist Agus Telegrafa	00.304308
ISRAEL	Ministry of Posts State of Israel	00.568841

ITALY	Società Telespazio	01.912794
JAPAN	Kokusai Denshin Denwa Company, Ltd.	01.738904
JORDAN	Ministry of Communi- cations of the Hashe- mite Kingdom of Jordan	00.045271
KENYA	East African External Telecommunications Company, Ltd.	00.049601
KOREA	Ministry of Communications of the Republic of Korea	00.049284
KUWAIT	Ministry of Posts, Telegraphs, and Tele- phones of Kuwait	00.045271
LEBANON	Government of Lebanon	00.072434
LIBYA	Government of the Kingdom of Libya	00.027163
LIECHTENSTEIN	Government of the Principality of Liechtenstein	00.048277
MALAYSIA	Director General of the Telecommunications Depart- ment, Government of Malaysia	00.240302
MEXICO	Department of Communications and Transportation of the Government of Mexico	01.470380
MONACO	Government of the Princi- pality of Monaco	00.004527
MOROCCO	Government of Morocco	00.289520

THE NETHERLANDS	Government of the Kingdom of the Netherlands	00.869452
NEW ZEALAND	Postmaster General of New Zealand	00.407442
NIGERIA	Federal Republic of Nigeria	00.335245
NORWAY	Telegrafstyret	00.347781
PAKISTAN	Government of Pakistan	00.236228
PANAMA	Intercontinental de Comunicaciones Por Satélites, S.A.	00.039681
PERU	Junta Permanente Nacional de Telecomunicaciones	00.495562
PHILIPPINES	Philippine Communications Satellite Corporation	00.492590
PORTUGAL	Administração Geral dos Correios, Telégrafos e Telefones	00.347781
SAUDI ARABIA	Ministry of Communications	00.045271
SINGAPORE	Government of Singapore	00.096507
SOUTH AFRICA	Department of Posts and Telegraphs of the Republic of South Africa	00.271628
SPAIN	Government of the State of Spain	00.956397
SUDAN	Department of Posts and Telegraphs of the Government of the Republic of the Sudan	00.009055
SWEDEN	Kungl. Telestyrelsen	00.608616

SWITZERLAND	Direction Générale des PTT	01.738904
SYRIA	Ministry of Communications of the Syrian Arab Republic	00.036217
TANZANIA	East African External Tele- communications Company Ltd.	00.049556
THAILAND	Kingdom of Thailand	00.096121
TUNISIA	Secretariat of State for Post, Telegraph and Tele- phone of Tunisia	00.181085
TURKEY	Government of the Republic of Turkey	00.498750
UGANDA	East African External Telecommunications Company, Ltd.	00.049626
UNITED ARAB REPUBLIC	Government of the United Arab Republic	00.316899
UNITED KINGDOM	Her Britannic Majesty's Postmaster General	07.303396
UNITED STATES	Communications Satellite Corporation	53.036570
VATICAN CITY	Government of the Vatican City State	00.043473
VENEZUELA	Ministry of Communications of Venezuela	00.957842
YEMEN	Yemen Arab Republic Ministry of Communications	00.028347
TOTAL		99.999999

PART II , FINANCIAL ASPECTS OF INTELSAT

138 1. FINANCIAL STATUS

The net book value of the assets of INTELSAT as of 31 October 1968 is as follows:

Property:

Satellites, telemetry & command equipment control center	\$92,389,594
Interest during development	<u>4,000,027</u>
Total	96,389,621

Accumulated Depreciation	<u>(39,898,235)</u>
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Net property	<u>56,491,386</u>
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Satellite System Development Costs:

Capitalized expenses 1963 thru 1966	12,746,683
Revenue during development	(5,587,507)
Depreciation during development	10,588,643
Interest during development	<u>1,914,321</u>

Total	19,662,140
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Accumulated Amortization of Satellite System Development Costs	<u>(736,215)</u>
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Net satellite system development costs	<u>18,925,925</u>
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Net book value	<u>\$75,417,311</u>
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The period through 31 December 1966 was considered to be a development period and the net expense (after deducting revenues) for that period is recorded above as Satellite System Development Costs.

The net book value stated above is reconciled with Signatories' payments and receipts as follows:

Contributions to Capital Costs	\$92,389,594
Payments of operating, maintenance and Administration expenses	<u>23,789,104</u>
Total Payments by Signatories	116,178,698

Less: Revenue distributed to Signatories	<u>45,645,636</u>
Net payments by Signatories	70,533,062

Adjustments:

Interest during development	\$5,914,348	
Net operating loss for period		
1 January 1967 through		
31 October 1967	<u>(1,030,099)</u>	<u>4,884,249</u>
Total (agreeing with net book value above)		<u>\$75,417,311</u>

2. OPERATING RESULTS

The results of operation during the period 1 January 1967 through 31 October 1968 are indicated below:

OPERATING REVENUES*		
1965 (From 28 June)	\$2,332,208	
1966	3,255,299	
1967	16,735,662	
1968 (To 31 Oct.)	<u>23,322,467</u>	
TOTAL	45,645,636	
Revenue for 1965 and 1966 Transferred to Satellite System		
Development Costs	<u>(5,587,507)</u>	
Balance of Revenues		\$40,058,129
OPERATING EXPENSES		
1963	\$ 496,351	
1964	3,374,541	
1965	4,851,411	
1966	4,024,380	
1967	5,230,152	
1968 (To 31 Oct.)	<u>5,812,269</u>	
TOTAL	23,789,104	
Operating Expenses for 1963 - 1966 transferred to Satellite System		
Development Costs	<u>(12,746,683)</u>	
Balance of Operating Expenses		<u>11,042,421</u>
Net Operating Revenues before Provision for Depreciation and Amortization		<u>29,015,708</u>

* At its Eighth Meeting, in June 1965, the Committee set the rate of charge for each unit of satellite utilization in INTELSAT I at \$32,000 per annum. At its Fourteenth Meeting, in December 1965, the Committee agreed that, effective 1 January 1966, the rate of charge per unit of satellite utilization for use of the INTELSAT I and II satellites would be reduced to \$20,000 per annum.

PROVISION FOR DEPRECIATION

1965	3,019,258
1966	7,569,385
1967	18,868,182
1968 (To 31 Oct. 1968)	<u>10,441,410</u>
TOTAL	39,898,235

Depreciation for 1965 and 1966 transferred to Satellite System Development Costs	<u>(10,588,643)</u>
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Balance of Depreciation	29,309,592
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PROVISION FOR AMORTIZATION

1967	304,045
1968 (To 31 Oct.)	<u>432,170</u>

Total	<u>736,215</u>
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Total Depreciation and Amortization	<u>\$30,045,807</u>
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Net Operating Loss for the period 1 January 1967 thru 31 Oct. 1968	<u><u>\$(1,030,099)</u></u>
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3. CAPITAL EXPENDITURE PROJECTION

The following statement shows a projection of capital expenditures, including a planned INTELSAT IV program, up to and including 1974. This projection is based on current program and cost estimates and will vary as further decisions are made by the Interim Committee.

ESTIMATED INTELSAT CAPITAL EXPENDITURES
(Thousands Of Dollars)

	Through 12/31/67	1968	1969	1970	1971	1972	1973	1974	TOTAL
INTELSAT I	\$ 16,942	\$ (15)	\$	\$	\$	\$	\$	\$	\$ 16,927
INTELSAT II	29,556	4,441	867	600					35,464
INTELSAT III									
Spacecraft	27,564	2,593	936						31,093
Launches		10,759	19,880						30,639
Technical Support		1,770	1,112						2,882
Performance Incentives ^a		1,250	3,737	1,025	1,150	1,200	1,188	300	9,850
INTELSAT IV									
Progress Payments on Spacecraft ^b	-	2,890	26,562	21,007	6,497	2,636			59,592
Launch Costs									
Non-Recurring				12,530					12,530
Recurring					37,926			12,642	50,568
Technical Support	649	390	1,317	1,677	325	132			4,490
Performance Incentives ^a					12,848	3,354	531	549	17,282
TELEMETRY COMMAND and Control Equipment	4,650	1,300	807		635			211	7,603
Less Amounts Not Billed:									
Interest During Development ^c	(4,000)								(4,000)
Gross Capital Expenditures	\$ 75,361	\$25,378	\$55,218	\$36,839	\$59,381	\$ 7,322	\$ 1,719	\$13,702	\$ -
Cumulative (at end year)	75,361	100,739	155,957	192,796	252,177	259,499	261,218	274,920	274,920
Depreciation Income									
Annual	\$ -	\$12,506	\$23,582	\$16,069	\$21,873	\$30,755	\$31,771	\$22,699	
Cumulative (at end year)	29,457	41,963	65,545	81,614	103,487	134,242	166,013	188,712	
Net Capital Expenditures (at end year)	\$ 45,904	\$58,776	\$90,412	\$111,182	\$148,690	\$125,257	\$95,205	\$86,208	

Notes:

a - Payment of Performance Incentives is contingent upon continued satisfactory operation of satellites in orbit.

b - Includes Four (4) INTELSAT IV spacecraft currently on Contract, plus contingency provision for future procurement of a fifth spacecraft.

c - This amount is a non-cash item capitalized in the expenditures through 12/31/67 shown above.

PART III. COMMITTEE'S RECOMMENDATIONS CONCERNING THE
DEFINITIVE ARRANGEMENTS FOR AN INTERNATIONAL GLOBAL
COMMUNICATIONS SATELLITE SYSTEM

INTRODUCTION

141 The recommendations and proposals contained in this Part of the Report are based upon, and reflective of, the experience and work of the Committee acting under the interim arrangements established on 20 August 1964. The Committee recognizes that other factors may have to be taken into account in developing definitive arrangements.

142 This Part includes thirteen subject headings; where appropriate, subheadings are used as well. Each of the subject headings is followed by:

- a statement of the scope and context of the subject;
- the Committee's recommendation, if any, relative to that subject;
- other proposals, if any, pertaining to that subject.

143 Whenever a majority of the eighteen members of the Committee support a particular proposal, that proposal is called a Committee recommendation. Those proposals which are supported unanimously by the Committee are described as "unanimous recommendations". Where a proposal receives support by fourteen or more members of the Committee but fails to achieve unanimous support, it is described as a recommendation supported by a "substantial majority." Proposals which are supported by a majority, but less than fourteen, of the Committee members are designated as recommendations receiving "majority" support.

144

Proposals which do not receive the support of a majority of the members of the Committee are included in this Section of the Report in compliance with the injunction in Article IX of the Interim Agreement that the Report "shall be fully representative of all shades of opinion." Where a proposal is supported by six or more, but less than a majority, of the Committee members, it is described as a proposal which has "substantial support." Proposals supported by three or more but less than six members of the Committee are termed proposals which receive "support". All other proposals are described by the phrase "the proposal was made that."

145

In preparing this Part of its Report, the Committee is well aware that the Governments participating in the international conference to be convened in 1969 to consider this Report will in no way be bound by the recommendations or proposals contained in this Report or by the views expressed or supported by any member of the Committee during the preparation of this Report.

GLOSSARY OF TERMS

In this Part of the Report:

- 146 "Interim Agreement" means the Agreement Establishing Interim Arrangements for a Global Commercial Communications Satellite System which was concluded by Governments and which entered into force on 20 August 1964.
- 147 "Special Agreement" means the agreement among Governments and communications entities designated by Governments which was concluded and signed pursuant to provisions of the Interim Agreement and which entered into force on 20 August 1964.
- 148 "Supplementary Agreement on Arbitration" means the agreement containing arrangements whereby legal disputes not otherwise settled may be submitted to the decision of an impartial tribunal, and which agreement was concluded pursuant to Article 14 of the Special Agreement and entered into force among the Signatories to the Special Agreement on 21 November 1966.
- 149 "Interim Arrangements" means the arrangements established by the Interim Agreement and Special Agreement.
- 150 "Definitive Arrangements" means the arrangements referred to in the Interim Agreement and in the Special Agreement which shall supersede the interim arrangements.
- 151 "Intergovernmental Agreement" means the agreement among Governments relating to the definitive arrangements.
- 152 "Second Agreement" means an agreement among Governments and communications entities designated by Governments pursuant to the Intergovernmental Agreement and which would, like the Intergovernmental Agreement, be part of the definitive arrangements.
- 153 "Party" means a Government which signs the Intergovernmental Agreement and in respect of which this Agreement is in force.
- 154 "Signatory" means a Government or designated telecommunication entity which signs the Second Agreement and in respect of which this Agreement is in force.
- 155 "Participating State" means a State whose Government has signed the Intergovernmental Agreement and whose Signatory has signed any Second Agreement forming part of the definitive arrangements.

- 156 "The Organization" means the organization to be established under the definitive arrangements and, unless otherwise defined, includes the various organs of the organization, e.g., the Assembly, the Governing Body, and the Management Body.
- 157 "Space segment" means the satellites and the tracking, telemetry and command and related facilities and equipment required to support the operation of these satellites and, except where otherwise stated, relates to the space segment financed by the organization.
- 158 "Global satellite" means an organization-financed satellite intended mainly to serve the international telecommunication needs of participating States (though it may also serve the domestic telecommunication needs of the participating States in accordance with the relevant provisions of the definitive arrangements).
- 159 "Public telecommunication services" includes various public services, fixed and mobile, which may be provided by satellite, such as telephony, telegraphy, telex, facsimile and data transmission, relay of radio and television programs, and leased circuits for any of these purposes. These services could be international, regional, or domestic.
- 160 "Specialized telecommunication services" includes services other than public telecommunication services which can be provided by satellite, such as radionavigation, space research, broadcasting services (e.g., direct broadcasting of radio and television programs to community and home antennas), etc. These services could be international, regional, or domestic.

- 161 "Domestic", in respect of telecommunication services, refers to communications among and between places within the territory of a single State.*
- 162 "Regional", in respect of telecommunication services, refers to communications among and between a geographically compact group of States linked together by cultural or economic ties.**

*This definition is recommended by a substantial majority of the Committee.

- (a) There is support in the Committee for the proposal that "Domestic" in respect of telecommunication services, refers to communications between any two places under the jurisdiction of a single State.
- (b) The proposal was made that "Domestic" in respect of telecommunication services, refers to communications within the metropolitan territory of a single state.

** This definition is recommended by a substantial majority of the Committee. The two following alternative proposals received support:

- (a) "Regional" as referring to "communications between and among a geographically compact group of countries."
- (b) "Regional" as referring to "communications among and between a group of States linked together by cultural or economic ties."

A. Objectives and Purposes of the Definitive Arrangements

163 The objectives and purposes of the definitive arrangements are stated under this subject heading. In essence, these are statements of the philosophy and guidelines for the Organization to be established under the definitive arrangements.

164 Synthesized, these elements could possibly form the Preamble to the Intergovernmental Agreement.

165 The Committee unanimously recommends that the definitive arrangements should serve the following objectives and purposes:

166 -- The principal aim of the definitive arrangements is to create a world organization entrusted with the design, development, construction, establishment, maintenance and operation of a network of satellites with global coverage for international public telecommunication services.

167 -- Render possible, in order to assure full and harmonious cooperation:

168 1. The provision of economical, high quality and reliable telecommunication services.

169 2. The availability of facilities to meet domestic and international requirements for satellite telecommunications.

- 170 A substantial majority of the Committee recommends
that the definitive arrangements should serve the
following objectives and purposes:
- 171 -- Study and discuss the possibility
of optimizing the global network as
well as all space and earth prob-
lems relating to satellite tele-
communications, giving due consideration
to the competence of the International
Telecommunication Union.
- 172 -- Render possible, in order to assure
full and harmonious cooperation:
- 173 1. The development of the technique of
satellite telecommunications and the
participation of Participating States
in the benefits of technological
advances in this field.
- 174 2. The participation, to the extent of
their capability, of Participating
States or groups of Participating
States in research, development and
manufacture in the field of satellite
telecommunications.
- 175 3. The efficient use of international
resources, such as of the radio
frequency spectrum and orbital space.
- 176 -- Safeguard the interests of all Participating
States and, by so doing, avoid monopoly
situations and at the same time keep intact
the possibility to create domestic or
regional systems.
- 177 -- Maintain and further develop a single
global commercial telecommunication satellite
system on the basis of undivided ownership of
the system by means of an organization
founded on a unitary basis.
- 178 -- Promote the highest and most equitable
participation by each Party to this Agreement.

- 179 -- Take into account the facilities in existence and planned and, in general, the existing nature of the undertaking and the fact that significant capital funds have been invested by a large number of countries into what is now an existing enterprise.
- 180 -- The Organization should be subject to the laws and rules defined by the United Nations and its authorized specialized agencies, particularly the International Telecommunication Union.
- 181 A substantial majority of the Committee recommends that the principles stated in the first four paragraphs of the Preamble of the Interim Agreement be reiterated in the Preamble of the Intergovernmental Agreement.
- 182 A majority of the Committee recommends that the definitive arrangements should serve the following objectives and purposes:
- 183 -- Provide services in a manner which will facilitate direct telecommunications between all nations and avoid duplication of facilities.
- 184 -- Effectively permit the participation by all States, while at the same time being mindful of the necessity to safeguard, to the extent possible, both their legitimate interests and the international character of the Organization.
- 185 -- Effectively permit the participation by all member States of the International Telecommunication Union while at the same time being mindful of the necessity to safeguard, to the extent possible, both their legitimate interests and the international character of the Organization.

186 There is support in the Committee for the proposal
that the definitive arrangements should serve the
following objective and purpose:

187 -- Optimize the coordination and harmoni-
zation of space telecommunications
through the establishment of a single
organization on a global basis which
would provide the framework for the
design, implementation, management and
operation of satellites, either jointly
or severally and which would permit
undertaking joint research and develop-
ment activities.

B. Scope of Activities of the Organization

188 The materials under this subject heading deal with the activities in which the Organization should be engaged or which it will be authorized to undertake in order to achieve the aims and objectives described under subject heading A, "Objectives and Purposes of the Definitive Arrangements."

189 The scope of activities of the Organization is therefore viewed from three distinct standpoints:

190 -- First, from the standpoint of the types of facilities for telecommunication purposes which the Organization should be responsible for providing. In this respect, the Committee unanimously recommends that the Organization should be limited, as under the interim arrangements, to the provision of the space segment only.

191 -- Second, by types of telecommunication services that telecommunication administrations or entities, whether or not Signatories to the Second Agreement, could offer their customers by means of the space segment placed at their disposal by the Organization, i.e., the utilization by these telecommunication administrations or entities of the space segment placed at their disposal by the Organization (for example, telephony, telegraphy, etc.).

192 -- Third, by taking into account the fact that telecommunications established by means of facilities offered by the Organization could be either domestic or international.

193 1. International Telecommunication Services

194 a) Public Telecommunication Services

195 The Committee unanimously recommends that the Organization, as a primary objective, should provide on a commercial basis the space segment for international public telecommunication services.

196 b) Specialized Telecommunication Services

197 A majority of the Committee recommends
that the Organization be authorized to
provide the space segment for international
specialized telecommunication services,
subject to decision by the Organization
that the provision of such services was
acceptable from both the technical and
the economic points of view and that the
Organization's ability to provide the
space segment for international public
telecommunication services could not be
adversely affected by the provision of
such specialized services.

198 There is substantial support in the Committee
for the proposal that the Organization be
authorized to provide the space segment for
international telecommunication services other
than those stated in paragraph 195 above only
by amendment of the definitive agreements.

199 There is support in the Committee for the
proposals that:

200 -- The Organization be authorized to provide
the space segment for international
specialized telecommunication services.

201 -- The Organization be authorized to provide
the space segment for international
specialized telecommunication services,
provided that the Organization determined
that the furnishing of such services was
acceptable from both the technical and
the economic points of view.

202 The proposal was made that the Organi-
 zation be authorized to provide the space
 segment for international specialized
 telecommunication services under contract
 with the international organizations
 responsible for such services, subject
 to determination by the Organization that
 the furnishing of such facilities by it
 was consistent technically and operationally
 with its obligations in the field of public
 telecommunication services and was accept-
 able from the economic point of view.

203 2. Domestic Telecommunication Services

204 a) General

205 A majority of the Committee recommends that
 the Organization be authorized to provide,
 at the request of a Signatory or a group of
 Signatories, the space segment for domestic
 services of any kind.

206 There is substantial support in the Committee
 for the proposal that the Organization be
 authorized to provide the space segment for
 domestic specialized telecommunication
 services only by amendment of the definitive
 agreements.

207 There is support in the Committee for the
 proposal that the Organization be authorized
 to provide, at the request of a Signatory
 or a group of Signatories, the space segment
 only for domestic public telecommunication
 services.

208 b) Provision by Means of Global Satellites

209 A substantial majority of the Committee
 recommends that the Organization be
 authorized to provide, at the request of
 a Signatory or a group of Signatories
 and in accordance with terms and conditions
 established for such requests, the space
 segment for domestic services by means of
 global satellites.

- 210 c) Provision by Means of Separate Satellites
- 211 A substantial majority of the Committee
recommends that:
- 212 -- The Organization be authorized to
provide, at the request of a Signatory
or group of Signatories and in accordance
with terms and conditions to be established
in each particular case, separate
satellites intended specifically to
serve the domestic needs of a Signatory
or group of Signatories of neighboring
countries, subject to certain con-
ditions. (See paragraphs 215-225, below).
- 213 -- The Organization be authorized to provide
domestic satellites at the request of a
Signatory or group of Signatories not
wishing to have domestic satellites
financed by the Organization, or after
failure of the Governing Body to act
affirmatively upon the request of such
Signatory or Signatories. These domestic
satellites would be established by the
Organization but financed entirely by
the Signatory or group of Signatories
concerned, and would be designed,
developed and constructed in accordance
with the specifications provided by
that Signatory or group of Signatories,
subject to certain conditions. (See
paragraphs 215-225, below).
- 214 There is substantial support in the
Committee for the proposal that the
Organization be authorized to provide,
at the request of a Signatory or group
of Signatories, domestic satellites
financed by the Organization in the
same manner as global satellites, subject
to certain conditions. (See paragraphs
215-225, below).

215 d) Prior Conditions

216 A majority of the Committee recommends
that, prior to the establishment of
domestic satellites, either by the
Organization or separately by a Signatory,
the Governing Body of the Organization
should be consulted and may pass recommen-
dations regarding:

217 -- The consistency of the proposed use of
the radio frequency spectrum and orbital
space with the Organization's proposed
use (prior to International Telecommuni-
cation Union coordination).

218 -- The proposed mechanism and techniques
for the control of the domestic
satellites and possible interferences.

219 -- The economic compatibility of the domestic
satellites with the global system.

220 There is substantial support in the
Committee for the proposal that, prior to
the establishment of a domestic satellite,
either by the Organization or separately
by a Signatory, the Governing Body shall
have to determine that:

221 -- The establishment of such a satellite
will be consistent with the Organization's
proposed use of the radio frequency
spectrum and orbital space.

222 -- The proposed mechanism and technique
for control of such a satellite will be
adequate, and that radiation emitted
from the satellite will not cause
harmful interference.

- 223 There is support in the Committee for the proposal that, prior to the establishment of a domestic satellite either by the Organization or separately by a Signatory, the Governing Body shall express the opinion that:
- 224 -- The establishment of such a satellite will be consistent with the Organization's proposed use of the radio frequency spectrum and orbital space.
- 225 -- The proposed mechanism and technique for control of such a satellite will be adequate, and that radiation emitted from the satellite will not cause harmful interference.
- 226 3. Provision for Meeting Needs of a National Security Nature
- 227 A majority of the Committee recommends that the Organization be authorized, at the request of a Signatory or group of Signatories, to provide separate satellites (financed by the Organization or by the Signatory or Signatories concerned, as the case may be) intended solely for the purpose of meeting needs of a national security nature.

C. Eligibility for Membership in the Organization

- 228 The Government of any State which is a member of the International Telecommunication Union may accede to the Interim Agreement. An important question is whether this standard should continue to apply under the definitive arrangements.
- 229 A majority of the Committee recommends that only those States which are members of the International Telecommunication Union be eligible to become Participating States.
- 230 There is substantial support in the Committee for the proposal that all States be eligible to become Participating States.

D. Legal Form, Personality, and Capacity of the Organization

- 231 A basic question requiring resolution is the form of the Organization. Equally important and closely associated are such questions as whether the Organization will have the capacity to possess rights and assume obligations (see paragraphs 235 and 236, below) and whether it will be subject to the laws and jurisdiction of a Participating State, particularly the State in which the Organization establishes its headquarters. (See paragraphs 594-597, below).
- 232 1. Legal Form
- 233 A substantial majority of the Committee recommends that the Organization be a partnership in corporate form.
- 234 There is support in the Committee for the proposal that the Organization be, as under the interim arrangements, a partnership in the form of a joint venture. Such a joint venture would not be in corporate form.
- 235 2. Legal Personality and Capacity
- 236 A substantial majority of the Committee recommends that the Organization, which should be either an international or inter-governmental organization, should possess legal personality and, on the territory of each Participating State, the juridical capacity necessary to exercise its functions and reach its objectives, including the capacity to conclude agreements, to own property and to exercise rights against third parties in its own name.

E. Structure of the Organization

- 237 Under the interim arrangements INTELSAT has two organs: the Interim Communications Satellite Committee, as the decision-making body, and a manager, the Communications Satellite Corporation, as provided in Article VIII of the Interim Agreement.
- 238 The structure of the Organization can be considered in two ways: first, the identity, form and functions of the organs, and second, the inter-relationships of the organs.
- 239 As regards the identity of the organs, the Committee received proposals covering various combinations of:
- a Conference of Parties,
 - an Assembly of Parties or Signatories or designated telecommunication entities,
 - a Governing Body,
 - various Regional or Specialized Groups,
 - a Secretariat (or Secretary-General, or Director General),
 - a Management Body (or General Manager).
- 240 The Committee considered in greatest detail an organization which would consist of three of these organs, namely: an Assembly, a Governing Body, and a Management Body.
- 241 As regards the inter-relationships of the various organs, the main alternatives are that the various organs should each have separate legal personality, as is the case under the interim arrangements; or that the Organization as a whole should have corporate legal personality, in which case the constituent organs would each exercise appropriate aspects of the Organization's powers, rights and obligations in accordance with the provisions of the definitive arrangements.

242 For purposes of clarity, this subject heading is
divided into the following sub-headings:

- Organs of the Organization
- Inter-relationship of the Organs of the
Organization
- The Assembly
- The Governing Body
- The Management Body
- Variation of a Three-organ Structure

243 1. Organs of the Organization

244 The Committee unanimously recommends that
the Organization consist of:

- an Assembly,
- a Governing Body,
- a Management Body.

245 In connection with this recommendation:

246 A majority of the Committee recommends that
the Assembly should be composed of all Parties.

247 A majority of the Committee recommends tha'
the Assembly should be composed either of
Parties or of designated telecommunication
entities as may be decided by the Parties
prior to each meeting of the Assembly.

248 There is substantial support in the Committee
for the proposal that the Assembly should be
composed of all Signatories.

249 It is observed that neither of the compositions
of the Assembly proposed in paragraphs 247 and
248 above would preclude the convening, either
at fixed periodic intervals or ad hoc as required,
of Conferences of Parties, e.g., for the purposes
of reviewing the working of the definitive arrange-
ments and of amending the Intergovernmental
Agreement.

250

There is support in the Committee for the proposal that the Organization consist of:

- an Assembly, composed of all Signatories,
- a Governing Body,
- a Management Body, composed of an International Secretariat and a single entity appointed as Manager to engage in the daily work of the space segment under the directives of the Secretariat.

251

There is support in the Committee for the proposal that the Organization consist of:

- a Conference, composed of Parties;
- an Assembly, composed of Signatories;
- a Governing Body;
- a Management Body.

252

Under this proposal, the Conference would consider the broad policy of the Organization and would approve amendments to the Intergovernmental Agreement. Voting in the Conference would be in accordance with established international voting practice. The Conference would meet either at given intervals, possibly every three years, or at the request of a given number of Parties. The functions of the Assembly would be broadly similar to those of a general meeting of shareholders or stockholders.

253

2. Inter-relationship of the Organs of the Organization

254

A substantial majority of the Committee recommends that the definitive arrangements should govern the internal arrangements of the Organization.

255

A substantial majority of the Committee recommends that the Management Body be subordinate to the Governing Body, this relationship to be made clear by subjecting the functioning of the Management Body to the general policies and specific determinations and directives of the Governing Body.

- 256 A majority of the Committee recommends that
the Management Body be subordinate to the
Governing Body, this relationship to be made
clear by establishing a documented relationship
between the Governing Body and the Management
Body which clearly delineates the roles of each
organ and conveys the appearance, as well as the
reality, that the Management Body is the servant
of the Governing Body.
- 257 There is substantial support in the Committee
for the proposals that:
- 258 -- An Assembly consisting either of Parties or
of Signatories, as may be determined by the
Parties prior to each meeting of the Assembly,
be the supreme organ of the Organization.
- 259 -- Legal personality reside in the Organization
as a whole with the several organs--Assembly,
Governing Body and Management Body--each
exercising appropriate aspects of the Organi-
zation's powers, rights and obligations in
accordance with the provisions of the
definitive arrangements.
- 260 -- The chief executive of the International
Secretariat of the Management Body have
appropriate legal capacity to act on behalf
of the Organization.
- 261 The proposal was made that an Assembly con-
sisting of all Signatories be the supreme
organ of the Organization.
- 262 3. The Assembly
- 263 The Committee examined the functions, voting
system and frequency of meetings of the Assembly
under three assumptions regarding its composition,
namely, an Assembly consisting of Parties, an
Assembly consisting either of Parties or Signatories,
and an Assembly consisting of Signatories.
- 264 a) An Assembly Consisting of Parties
- 265 i) Functions
- 266 A majority of the Committee recommends
that the following be among the functions
of the Assembly:

- 267 -- To receive, consider and, in some instances, approve reports from the Governing Body.
- 268 -- To act upon all matters referred to it by the Governing Body, including:
- 269 . proposals for increasing the capital investments of Signatories;
- 270 . recommendations for changes in designation of or arrangements with the Management Body, and for the appointment of the chief executive of the Management Body for a prescribed term of office.
- 271 -- To appoint Signatories to the Governing Body for a prescribed period, either because their past use of the system qualified them for such representation or because they were selected on some other basis, such as regional representation.
- 272 -- To determine that a Signatory shall be deemed to have withdrawn from the Organization for failure to comply with obligations of membership.
- 273 -- To establish the general policy and scope of programs of the Organization, and to review the activities of the other organs.
- 274 -- To lay down the Organization's broad policy and to take decisions of a political nature.
- 275 There is substantial support in the Committee for the proposal that the following be among the functions of the Assembly:
- 276 -- To consider and approve amendments to the Agreements constituting the definitive arrangements.
- 277 There is support in the Committee for the proposals that the following be among the functions of the Assembly:

- 278 -- To consider and approve amendments
to the Second Agreement.
- 279 -- To consider grievances put to it by
Signatories or by users of the system.
- 280 -- To determine, in the event of disputes,
the competence of the Governing Body.
- 281 -- To approve new accessions.
- 282 ii) Voting
- 283 A majority of the Committee recommends
that procedural decisions be adopted by
a simple majority, and important decisions
of substance by a two-thirds majority in
each case, with each member possessing one
vote.
- 284 There was support in the Committee for
the proposal that a simple majority, with
each member possessing one vote, be
required for all decisions.
- 285 The proposals were made that:
- 286 -- A two-thirds majority, with each
member possessing one vote, be
required for all decisions.
- 287 -- Both a simple majority, with each
member possessing one vote, and a
two-thirds majority of the invest-
ment shares* be required for decisions
on substantive matters.
- 288 iii) Frequency of Meetings
- 289 There is substantial support in the
Committee for the proposal that the
Assembly meet annually, but be empowered
to call extraordinary meetings.
- 290 There is support in the Committee for the
proposal that the Assembly meet annually.
- 291 The proposal was made that the Assembly
meet every two years, but be empowered
to call extraordinary meetings at the
request of a majority of its members.

* Regarding the determination of investment shares, see Section F
below.

292 b) An Assembly Consisting either of Parties or of
 Signatories, as may be Determined by the Parties
 Prior to Each Meeting of the Assembly

293 i) Functions

294 A majority of the Committee recommends that
 the following be among the functions of the
 Assembly:

295 -- To receive, consider and, in some instances,
 approve reports from the Governing Body.

296 -- To determine that a Signatory shall be
 deemed to have withdrawn from the Organi-
 zation for failure to comply with the
 obligations of membership.

297 -- To establish the general policy and scope
 of programs of the Organization, and to
 review the activities of the other organs.

298 -- To lay down the Organization's broad policy
 and to take decisions of a political nature.

299 There is substantial support in the Committee
 for the proposals that the following be among
 the functions of the Assembly:

300 -- To appoint Signatories to the Governing Body
 for a prescribed period, either because their
 past use of the system qualified them for
 such representation or because they were
 selected on some other basis, such as
 regional representation.

301 -- To consider and approve amendments to the
 Second Agreement.

302 There is support in the Committee for the pro-
 posals that the following be among the functions
 of the Assembly:

303 -- To act upon all matters referred to it by
 the Governing Body, including:

304 proposals for increasing the capital
 investments of Signatories;

- 305 recommendations for changes in
designation of or arrangements with the
Management Body, and for the appoint-
ment of the chief executive of the
Management Body for a prescribed term
of office.
- 306 -- To consider grievances put to it by Signa-
tories or by users of the system.
- 307 -- To consider and approve amendments to the
Agreements constituting the definitive
arrangements.
- 308 The proposal was made that the following
be among the functions of the Assembly:
- 309 -- To approve new accessions.
- 310 ii) Voting
- 311 There is substantial support in the Committee
for the proposal that procedural decisions be
adopted by a simple majority, and important
decisions of substance by a two-thirds
majority in each case, with each member
possessing one vote.
- 312 The proposals were made that:
- 313 -- A two-thirds majority, with each member
possessing one vote, be required for all
decisions.
- 314 -- Both a simple majority, with each member
possessing one vote, and a two-thirds ma-
jority of the investment shares be required
for decisions on substantive matters.
- 315 iii) Frequency of Meetings
- 316 There is substantial support in the Committee
for the proposal that the Assembly meet
annually, but be empowered to call extra-
ordinary meetings.
- 317 The proposal was made that the Assembly
meet annually.

318 c) An Assembly Consisting of All Signatories

319 i) Functions

320 There is substantial support in the Committee
for the proposals that the following be among
the functions of the Assembly:

321 -- To receive, consider, and in some
instances, approve reports from the
Governing Body.

322 -- To consider and approve amendments to the
Second Agreement.

323 There is support in the Committee for the pro-
posals that the following be among the functions
of the Assembly:

324 -- To establish the general policy and scope of
programs of the Organization, and to review
the activities of the other organs of the
Organization.

325 -- To act upon all matters referred to it by
the Governing Body, including:

326 proposals for increasing the capital
investments of Signatories;

327 recommendations for changes in
designation of or arrangements with the
Management Body, and for the appointment
of the chief executive officer of the
Management Body for a prescribed term of
office.

328 -- To appoint Signatories to the Governing Body
for a prescribed period, either because their
past use of the system qualified them for
such representation or because they were
selected on some other basis such as
regional representation.

329 -- To determine that a Signatory shall be deemed
to have withdrawn from the Organization for
failure to comply with the obligations of
membership.

The proposals were made that the following be among the functions of the Assembly:

- To lay down the Organization's broad policy and to take decisions of a political nature.

-- To determine, in the event of disputes, the competence of the Governing Body.

-- To consider grievances put to it by Signatories or by users of the system.

ii) Voting

There is substantial support in the Committee for the proposal that a two-thirds majority be necessary for substantive matters and a simple majority for other matters, with each Signatory possessing one vote.

There is support in the Committee for the proposal that both a simple majority, with each Signatory possessing one vote, and a two-thirds majority of the investment shares, be required for decisions on substantive matters.

The proposals were made that:

-- All decisions require both a simple majority, with each Signatory possessing one vote, and a two-thirds majority of the investment shares.

-- All decisions require a simple majority, with each Signatory possessing one vote.

340 iii) Frequency of Meetings

341 There is substantial support in the Committee
 for the proposal that the Assembly meet
 annually.

342 There is support in the Committee for the
 proposal that the Assembly meet annually, but
 be empowered to call extraordinary meetings.

343 The proposal was made that the Assembly meet
 every two years, but be empowered to call
 extraordinary meetings at the request of a
 majority of Signatories.

344 4. Governing Body

345 a) Eligibility for Membership

346 A majority of the Committee recommends that the
 Governing Body be composed of representatives of
 the Signatories.

347 There is support in the Committee for the proposal
 that representatives in the Governing Body meet
 without advisors so as to encourage the Governing
 Body to work in the spirit of a Board of Directors.

348 The proposal was made that the Governing Body be
 composed of representatives of designated tele-
 communication entities, with advisors as required.

349 b) Size

350 A substantial majority of the Committee recommends
 that, in order to ensure that the Governing Body
 will function in an effective and efficient manner,
 it be of limited size.

351 There is substantial support in the Committee for
 the proposal that the foregoing objective be
 achieved by establishing the size of the Governing
 Body at a maximum of twenty individuals.

352 There is support in the Committee for the
353 proposal that the size of the Governing Body not
exceed twenty-five individuals.

354 The proposals were made that:

-- The size of the Governing Body not exceed
fifteen individuals.

355 -- The size of the Governing Body not exceed
eighteen individuals.

356 c) Composition

357 The Committee unanimously recommends that Signa-
tories be entitled to seats in the Governing Body
by virtue of possession individually, or as a
group, of investment shares equalling or exceeding
a requisite level, and a majority of the Committee
recommends that this level be set at 1.5% of the
total investment shares in the Organization.

358 A majority of the Committee recommends that, in
addition, the Assembly could elect a certain
number of Signatories who would not be represented
on the basis of their investment shares. The voting
power of these members of the Governing Body would
be at least equal to that of the member of the
Governing Body with the lowest weighted vote.

359 There is substantial support in the Committee for
the proposal that the minimum qualifying number of
investment shares needed to obtain membership in
the Governing Body be fixed on the basis of the
desirable strength of the Governing Body and the
distribution of investment shares among the Signa-
tories.

360 There is support in the Committee for the proposals
that:

361 -- Five or more Signatories be entitled to one
seat in the Governing Body, regardless of
their combined investment shares.

- 362 -- Signatories be entitled to one seat in the
 Governing Body if the volume of their inter-
 national public telecommunication traffic
 provided by the satellites of the Organization
 (and not their investment shares), individually
 or as a group, equals or exceeds a requisite
 level.
- 363 -- For the purpose of determining qualifications
 for membership in the Governing Body, invest-
 ment shares be deemed to be proportional to
 Signatories' use of the Organization's system
 for international public telecommunication only.
- 364 The proposals were made that:
- 365 -- Signatories be entitled to seats in the
 Governing Body by virtue of their traffic
 individually, or as a group, equalling or
 exceeding a requisite level.
- 366 -- The twelve Signatories with the greatest use of
 the system during each preceding period of four
 years be selected automatically for two-year
 seats in the Governing Body at meetings every
 two years of the Assembly, and six additional
 Signatories be elected to two-year seats in the
 Governing Body at meetings every two years of the
 Assembly either on a regional basis or on a
 voluntary group basis, based on use plus
 regional groupings.
- 367 d) Functions
- 368 The committee unanimously recommends that:
- 369 -- Functions assigned to the Governing Body be all
 those functions required to direct the business
 and carry out the purposes of the Organization.
- 370 -- The Governing Body be responsible for the
 design, development, construction, establish-
 ment, maintenance, and operation of the space
 segment.

- 371 In the exercise of these broad functions, powers, and responsibilities, the Governing Body would also exercise specific functions, with due regard to such powers and functions as might be vested in the Assembly or other organs. Many of the specific functions would be of the type normally residing in a governing body. Some are stated under other subject headings of this Part of the Report. Some of special significance are listed below. This list is not exhaustive, but merely illustrative. In presenting it, the Committee is neither recommending nor implying that a detailed list of functions of the Governing Body should be included in the definitive arrangements.
- 372 With respect to global satellites (see subject heading B), the Governing Body might be concerned with:
- 373 -- Contracts for the Organization's procurements.

- 374 -- Policies for the conduct of Organization-funded research and development projects and approval of research and development programs.
- 375 -- Procedures for determination and periodic adjustment of Signatories' investment and ownership shares.
- 376 -- Procedures and criteria for approval of earth stations for access to global satellites.
- 377 -- Procedures for initial and continuing verification of performance characteristics of earth stations approved for access to global satellites.
- 378 -- Plans and procedures for coordination between earth stations in the utilization of global satellites and other Organization-financed satellites, e.g., operation plans, including frequency plans, tests and lineups, and service circuits.
- 379 -- Procedures for filing of the required information pertaining to global satellites and other Organization-financed satellites with the International Telecommunication Union.
- 380 -- Terms and conditions for allotment of units of satellite utilization in global satellites, including charges for such allotments.

- 381 With respect to satellites intended specifically to serve the domestic needs of a Participating State (see subject heading B) the Governing Body might be concerned with:
- 382 -- Programs for the development and establishment of Organization-financed domestic satellites.
- 383 -- Programs for the development and establishment by the Organization of domestic satellites financed by a Participating State requesting such satellites.
- 384 -- Operation and system management plans for the utilization, maintenance and control of Organization-financed domestic satellites.
- 385 -- Programs for operational control for Organization-financed domestic satellites and arrangements, terms and conditions under which the Organization may provide operational control for non-Organization-financed domestic satellites.
- 386 -- Procedures and criteria for approval of earth stations for access to Organization-financed domestic satellites.
- 387 -- Procedures for initial and continuing verification of performance characteristics of earth stations approved for access to Organization-financed domestic satellites.
- 388 -- Plans and procedures for coordination between earth stations in the utilization of Organization-financed domestic satellites.

389 -- Procedures for filing of the required information pertaining to Organization-financed domestic satellites with the International Telecommunication Union.

390 There is substantial support in the Committee for the proposal that the Governing Body have the function of establishing, each time such establishment is deemed useful, regional groups or groups for specialized services, composed of a limited number of Signatories. The groups would be empowered to submit to the Governing Body, either at the request of the Governing Body, or on their own initiative, recommendations concerning their field of interest.

391 e) Voting Arrangements

392 i) Determination of Voting Shares

393 A substantial majority of the Committee recommends that voting shares be determined by directly relating voting shares to the investment shares held respectively by a Signatory or a group of Signatories with seats in the Governing Body, and in addition by assigning to each such Signatory or group of Signatories a basic bloc of votes.

394 There is substantial support in the Committee for the proposals that:

395 -- Voting shares be based on the investment shares of the Signatories except that the difference in voting shares between the Signatory with the largest investment share and the Signatory with the lowest investment share would not be so large as the difference between their respective investment shares.

396 -- Voting shares be in proportion to the volume of international public telecommunication traffic of the Signatories, individually or as a group, provided by the satellites of the Organization.

- 397 -- Each Signatory or each group of
Signatories with a seat in the Governing
Body have one vote.
- 398 There is support in the Committee for the
proposals that:
- 399 -- Voting shares be determined by directly
relating voting shares to the investment
shares held respectively by the Signatory
or group of Signatories with seats in the
Governing Body.
- 400 -- Voting shares may or may not be related
directly to traffic shares. Voting shares in
the Governing Body may be determined by
directly relating voting shares to the
shares of routed traffic held by the Signa-
tory or group of Signatories with seats in
the Governing Body and by assigning to each
such Signatory or group of Signatories a
basic bloc of votes. Alternatively, voting
shares may be determined by directly relating
voting shares to the traffic shares (that
portion of the traffic shares which is based
upon usage of the system to provide public
international telecommunication services)
held respectively by the Signatory or group
of Signatories with seats in the Governing
Body.
- 401 -- Voting shares shall not differ from invest-
ment shares, provided that the total invest-
ment is divided into two parts as proposed
in paragraph 501, below.
- 402 ii) Voting Power
- 403 The Committee unanimously recommends that the
Governing Body shall endeavor to take its
decisions unanimously.
- 404 A substantial majority of the Committee
recommends that:
- 405 -- In no case should any one representative or a
combination of three representatives having
the largest voting shares on the Governing
Body be able to prevent or impose a decision
of the Governing Body solely because of the
casting of its votes or their votes.

- 406 -- The voting power of any representative
be limited by providing that the Governing
Body shall not fail to take a decision
solely because of the casting of a negative
vote by any three representatives.
- 407 A majority of the Committee recommends that:
- 408 -- The voting power of any three representatives
shall not exceed 50%.
- 409 -- All decisions in the Governing Body be
governed by the principle that no single
entity should be able to block a decision.
Voting rights should be suitably defined to
meet this aim.
- 410 There is substantial support in the Committee
for the proposal that an upper limit of 50% be
placed on the voting power of any representative.
- 411 iii) Majority Requirements
- 412 The Committee unanimously recommends that, if
voting arrangements and majority requirements
in the Governing Body vary according to the
issue before the Governing Body, those items
considered to be the more important substantive
ones should be listed in the definitive arrange-
ments.
- 413 The proposals were made that:
- 414 -- The Governing Body shall delegate its
decision-making power to the regional or
specialized groups it will have established,
each time it appears that the decision
to be taken concerns only Signatories
belonging to one of these groups. Voting
procedures within these groups will take
into account voting procedures adopted within
the Governing Body, but will also take into
account the independence of the terrestrial
and earth segments in relation to the space
segment.
- 415 -- In the absence of unanimity, either of the
following two results should constitute a
decision:

416 . a simple majority of the membership,
with each member possessing one vote,
together with 66-2/3% of voting shares;
or

417 . an adequately high numerical majority
(such as 80%) of the membership, with
each member possessing one vote.

418 iv) Majority Requirements on Substantive Questions

419 A majority of the Committee recommends that
decisions on substantive questions be taken
by a two-thirds majority of the total of the
voting shares represented in the Governing Body.

420 There is substantial support in the Committee
for the proposal that weighted voting be used
only on substantive matters. Certain important
questions, such as the determination of invest-
ment shares and the award of major contracts,
should require, in addition to a majority
(which could be either a two-thirds majority
or a simple majority) of the voting shares in
the Governing Body, a majority of the members
of the Governing Body, with each member
possessing one vote. There must be detailed
enumeration of the questions on which such a
double majority voting procedure shall apply.

421 There is support in the Committee for the
proposal that decisions on substantive questions
be taken by a simple majority or two-thirds of
the membership of the Governing Body, each
member possessing one vote, except that
decisions directly dealing with the approval of
contracts, or with authorizations for expendi-
tures and revenue, shall require two-thirds of
the total of the voting shares.

422 v) Majority Requirements on Procedural Questions

423 A substantial majority of the Committee
recommends that decisions on procedural questions
be taken by a simple majority of the repre-
sentatives present and voting.

424 f) The Chairman of the Governing Body

425 The Committee unanimously recommends that the
Governing Body appoint its Chairman from among
its representatives.

426 There is substantial support in the Committee
for the proposals that:

427 -- To the extent possible, the Chairman shall
serve full-time during his period of office.

428 -- The Chairman shall not succeed himself.

429 -- The Chairman shall not belong to the Manage-
ment Body.

430 There is support in the Committee for the proposal
that the Chairman serve for a period of two years.

431 5. The Management Body

432 a) Identity and Staffing

433 A majority of the Committee recommends that:

434 -- The Organization have a permanent inter-
national Management Body under the authority of a
Director-General who would be directly sub-
ordinate to the Governing Body. All posts in
the Management Body shall be open to qualified
personnel of the Participating States, with the
aim of securing the highest degree of efficiency.
Due regard shall be given to the principle of
equitable geographical distribution as far as
possible. The Director-General and his staff
shall not receive any instructions from outside,
nor shall any member of the Organization influence
them in the performance of their duties. Certain
management functions of the Management Body could
be transferred on a project-by-project basis to
national or international institutions.

435 -- The personnel serving in the Management Body be
highly qualified individuals selected from the
Participating States, such individuals to be
independent of any national entity.

- 436 -- The key personnel of the Management Body, including the chief executive officer and other executives, be appointed by the Governing Body.
- 437 -- The chief executive officer be appointed by the Assembly for a fixed term of office on the recommendation of the Governing Body, and be subject to removal for cause in the same manner.
- 438 -- The Organization's Director-General, under the guidance of the Governing Body, be in charge of technical, commercial, and operational management.
- 439 There is substantial support in the Committee for the proposals that:
- 440 -- The chief executive of the international secretariat* comprising part of the Management Body, be assisted by a number of qualified staff members selected from among the Participating States.
- 441 -- The Management Body be an international organization separate and distinct from the entities participating in the Organization.
- 442 There is support in the Committee for the proposal that the international Management Body include a permanent Secretariat, working closely with the Governing Body and its subcommittees (planning, standardization, traffic statistics, financial data, general technical studies, legal assistance, industrial property, information, technical assistance, etc.) and a technical and operations body, which could be partially decentralized to bring closer, as much as it is possible, the monitoring of contracts, as well as the control and operation of the space segment, to contractors, maintenance stations and users which will be scattered throughout all continents.

* For the concept of an international secretariat, see paragraph 250, above.

- 443 The proposals were made that:
- 444 -- The current Manager designated by the Interim Agreement be the Management Body under the definitive arrangements.
- 445 -- The Manager be an individual assisted by a permanent staff (consisting of technical and administrative personnel) of the Organization.
- 446 b) Designation of the Management Body
- 447 A majority of the Committee recommends that,
 should the Management Body be an international body,
 it be designated in the definitive arrangements.
- 448 There is substantial support in the Committee for
 the proposal that, should the Management Body be
 an international body, it be appointed by the
 Assembly after receiving the recommendation of the
 Governing Body.
- 449 There is support in the Committee for the proposal
 that, should the Management Body be an international
 body, it be appointed by the Governing Body.
- 450 There is support in the Committee for the proposals
 that, should the Management Body be a national
 entity, it be:
- 451 -- Designated in the definitive arrangements.
- 452 -- Appointed by the Governing Body.
- 453 There is support in the Committee for the
 proposals that:
- 454 -- If the management functions are exercised by a
 national entity responsible to an international
 body, the national entity be appointed by the
 Assembly on the recommendation of the Governing
 Body.
- 455 -- Should the Manager be an individual assisted by
 an international staff, he be:
- 456 -- Appointed by the Governing Body.
- 457 -- Appointed by the Assembly on the recommen-
 dation of the Governing Body.

458 The proposal was made that, if the management
 functions are exercised by a national entity
 responsible to an international body, the
 national entity be appointed by the Governing Body.

459 c) Change of the Management Body

460 A majority of the Committee recommends that, under
 the definitive arrangements, the Management Body
 may be changed by amending the Intergovernmental
 Agreement.

461 There is substantial support in the Committee for
 the proposal that, under the definitive arrange-
 ments, the Management Body may be changed by the
 Assembly on the recommendation of the Governing
 Body.

462 There is support in the Committee for the proposal
 that, under the definitive arrangements, the
 Management Body may be changed by the Governing
 Body.

463 d) Functions of the Management Body

464 The extent to which the functions of the Manage-
 ment Body will need to be expressed in the
 definitive arrangements will depend upon the form
 and legal personality of the Organization to be
 established and the selection and identity of the
 Management Body. Should the Organization be a
 self-contained entity, the Management Body would be
 an organ within this unitary Organization. Under
 such circumstances it might not be necessary to
 detail the functions of the Management Body, since
 it would be a subordinate body of the Organi-
 zation, receiving its instructions, authority and
 functions from the Governing Body. However, should
 all or some of the managerial functions be per-
 formed by an organization(s) not included within a
 unitary organization, it would be necessary to
 enumerate in considerable detail the functions of
 a Management Body. Such enumeration could appear in
 the Agreements, thus following the precedent
 established by the Interim and Special Agreements.

Alternatively, these functions could be established in a documented relationship between the Governing Body and such an outside Management Body(ies). In this connection, a description (prepared by the Manager) of the functions that the present Manager currently performs for INTELSAT is attached to this Part of the Report.

- 465 Regardless of the identity of the Management Body, the Committee views it as being the executing and implementing agent for the policy organs of the Organization.
- 466 With regard to both global and domestic satellites the Management Body might be concerned with:
- 467 -- 'Studies to ascertain satellite service requirements, including establishment of a satellite communications traffic data base.
- 468 -- Recommendations on the economic desirability for the Organization to finance the development and establishment of a domestic satellite in response to the request of a Participating State.
- 469 -- Earth station approvals for access to satellites according to the procedures and criteria adopted by the Governing Body.
- 470 -- The allotment of units of satellite utilization in satellites in accordance with the terms and conditions established by the Governing Body.
- 471 -- The provision of the information about satellites required by the International Telecommunication Union, in accordance with procedures adopted by the Governing Body.
- 472 -- Preparation and issuance of requests for proposals for Organization procurements; evaluation of proposals received in response to such requests for proposals; recommendations to the Governing Body concerning the selection of contractors; negotiation, (execution) and administration of the Organization's contracts, unless specifically directed otherwise by the Governing Body.

473 -- The direction or performance of all management functions, such as procurement, maintenance, and operation of the space segment.

474 -- Required coordination between the space segment and earth stations.

475 There is substantial support in the Committee for the proposals that:

476 -- The functions of the Management Body be enumerated in a contract to be concluded between the Governing Body and the Management Body.

477 -- The Management Body not be authorized to sign contracts, and that this function be vested in the Director-General acting expressly on behalf of the Governing Body.

478 6. Variation of a Three-organ Structure

479 There is support in the Committee for the proposal that the Organization consist of a three-organ structure different from that described above. Under this proposal, the Organization would be composed of:

480 -- An Assembly, similar in its general features to those of the Assembly described above.

481 -- A Governing Body. In some respects, the Governing Body would be similar to that described above. It could take decisions by a simple (or two-thirds) majority of its members on matters concerning the international aspects of the Organization, and on problems of general interest (planning, standardization, policies relating to tariffs, relations between the space segment and earth segment, etc.). However, its power in matters involving direct financial commitments or commitments of a primarily commercial nature would be largely a power of recommendation and coordination only. Such matters would fall essentially within the competence of regional or specialized groups. These groups would

be established by agreements among the administrations or entities which would finance the satellites of concern to them and which would commit themselves to contribute to overhead expenses according to their shares in the group.

482 -- The Governing Body would, however, assume specific responsibilities of initiative and supervision in the establishment and harmonization of the global network. For example:

483 The Governing Body, assisted by its specialized committees and by the international Management Body (or its permanent Secretariat), would continuously examine and monitor the status of the global network and traffic forecasts, in order to propose, when it appears necessary, the design, development and establishment of new satellites. These proposals would be highly refined, for they would be based upon consultations conducted on an international basis and upon pre-negotiations with industry, but the Governing Body would not possess the right to let definitive contracts.

484 The establishment of satellites could also be initiated independently of the Governing Body by countries or groups of countries. Independent initiation would often characterize plans for domestic or regional satellites. Countries planning such satellites would agree, if they were members of the Organization, to submit their plans to the Governing Body for its opinion, the Governing Body would then make all suggestions it deemed advisable, particularly with a view toward optimizing the global network from the technical and economic standpoints.

485 The Governing Body would also be able to submit recommendations on its own initiative.

486 All these recommendations or suggestions would require a simple majority of the members of the Governing Body.

- 487 -- A Management Body. Each of the regional or specialized groups may, if it wishes, transfer to a Manager a part of the management tasks which fall upon it, and may freely select this Manager.
- 488 -- But the Organization as a whole might prefer to select a single international Management Body similar to that provided for in the Organization described above, but preferably including a permanent Secretariat and preferably decentralized, to a considerable extent, at the level of each of these groups, for the performance of its technical and operational functions.

F. Financial Matters

- 489 In considering financial arrangements to be established by the definitive arrangements it may be useful to review the circumstances presently pertaining. Under the interim arrangements, contributions to meet INTELSAT capital requirements are made by the Signatories to the Special Agreement in proportion to their respective quotas which were fixed by negotiation, having regard to the volume of long-distance traffic forecasts of the various Signatories. The amount of capital contributed by the Signatories to the Special Agreement is not necessarily related to their actual use of the INTELSAT satellites. Payment for the utilization of INTELSAT satellites is governed by Article 9 of the Special Agreement, which provides that "The Committee shall specify the unit of satellite utilization and from time to time shall establish the rate of charge per unit at a level which, as a general rule, shall be sufficient, on the basis of the estimated total use of the space segment, to cover amortization of the capital cost of the space segment, and adequate compensation, for use of capital, and the estimated operating, maintenance, and administration costs of the space segment." Thus, the space segment charge is paid by the users of the INTELSAT satellites, and capital requirements are met by the owners.
- 490 During Committee consideration of the definitive arrangements, different concepts have been advanced with respect to investment in the property of the Organization and the financing of its activities. Under one concept the Signatories would participate in the financing of all of the property and activities of the Organization. Under another concept, the Signatories would participate, only in accordance with their own decisions, in the financing of specific satellites and financing of certain common activities.*

* It has been suggested by one member that although these two concepts may seem contradictory they may lead in practice to similar and perhaps even identical results.

491 Under the financial system established by the interim
arrangements, the relationship between ownership and
use is merely coincidental, and it would be virtually
impossible under such a system for an owner's capital
contribution to equal the amount of the charges it paid
for using the satellites. On the other hand, it would be
possible, under the definitive arrangements, to establish
a basis for financing the activities of the Organization
so that the Organization's capital requirements and
expenses would be met by Signatories contributing monies
in proportion to their actual use of the Organization-
financed satellites.

492 1. Principles Underlying the Financial Arrangements
493 of the Organization

493 A majority of the Committee recommends that the
financial arrangements of the Organization make a
clear distinction between the role of Signatories
as co-owners of the space segment (in which role
they would make capital contributions to the
Organization on the basis of a system of invest-
ment shares to be defined in the definitive
arrangements) and the role of Signatories as users
of the space segment (in which role they would
make utilization charge payments to the Organization,
such charges to be fixed by the Organization accord-
ing to commercial principles).

494 There is support in the Committee for the proposals
that the financial arrangements of the Organization:

495 -- Be based on a cooperative structure under which
Signatories, being both co-owners and the only
direct users of the space segment, would contribute
capital and make payments to cover maintenance and
operating expenses in proportion to their respective
investment shares (based upon use of the Organi-
zation-financed space segment). This cooperative
financial structure, combining the roles of
Signatories as owners and as users, might make
possible the elimination of space segment utili-
zation charges as such.

496 -- Be based on a cooperative structure in which the Signatories, both co-owners and direct users of the space segment, would contribute to the capital expenses in proportion to investment shares (determined according to space segment utilization which they anticipate over the next five years) and would contribute to operation and maintenance expenses in proportion to their actual space segment utilization. This cooperative financial structure of Signatories as co-owners and users, would render possible the elimination for these Signatories of inherent charges of utilization of the space segment and would further enable the use of the space segment as leased by non-Signatory telecommunication entities, in accordance with the Preamble of the Interim Agreement.

497 2. Principles for Determining Investment Shares of Signatories

498 A substantial majority of the Committee recommends that investment shares of the Signatories be determined by relating them directly, through periodic adjustment, to actual use of all Organization-financed facilities, subject to allotment of a minimum investment share of approximately 0.05% to each Signatory irrespective of use.

499 There is substantial support in the Committee for the proposals that:

500 -- Investment shares be determined by adding together the investment related to actual use and a fixed and equal "basic" investment for all Signatories.

501 -- The total investment shares be divided into two parts. Forty percent of the shares would be allotted to Part 1 and be divided equally among the Signatories. The remaining 60% of the shares would be in Part 2 and would be divided among the Signatories according to their space segment utilization. In case some of the Signatories do not have the means or the intention to purchase the shares due to them, they would be given a minimum base share, and the remaining shares in each part would be divided among the other Signatories according to the principles stated above. It should be possible for such Signatories to opt for any fraction or whole of the full share to which they are entitled during any annual review.

502 -- Two classes of stock be issued by the Organi-
 zation: common and preferred stock. Signatories
 would subscribe to common stock to finance the
 space segment for public international tele-
 communication services. Preferred stock would
 be sold by the Organization to Signatories and
 to non-Signatories on the international market
 to finance all of the other projects of the
 Organization.

503 There is support in the Committee for the proposals
 that investment shares of Signatories be based upon:

504 -- An estimated percentage of the total future use of
 Organization-financed facilities, derived from each
 Signatory's request for reserved capacity.

505 -- The estimated total use by each Signatory, for
 a five-year period, starting with the year for
 which the investment share has been determined.

506 There is support in the Committee for the proposal
 that the concept of investment quotas plus a separate
 space segment utilization charge, as established by
 the interim arrangements, continue to form the basis
 of the financial arrangements of the Organization.

507 3. Methods for Determining Investment Shares

508 a) Allocation of Investment Shares

509 A substantial majority of the Committee recommends
 that the investment shares of the Signatories shall
 result from a proportional allocation of contribu-
 tions of capital required for Organization-financed
 facilities in accordance with one of the principles
 described in paragraphs 497-506, above.

510 b) Frequency of Allocation

511 A majority of the Committee recommends that
 allocation of investment shares be adjusted
 annually, with the adjustments based upon the
 relative use of each Signatory during the pre-
 ceding year.

512 There is substantial support in the Committee
 for the proposal that Signatories not wishing to vary
 their present investment quota should not be
 obliged to do so.

513 There is support in the Committee for the proposals
 that allocation of investment shares be:

514 -- Adjusted annually, with the adjustments based
 upon the total quantity of capacity reserved
 for their use that Signatories committed
 themselves to for the next five years.

515 -- Adjusted every three years.

516 4. Rights and Obligations of the Investors

517 a) Property Rights and Interests

518 A substantial majority of the Committee recommends
 that the entire Organization-financed space segment
 be owned in undivided shares by the Signatories in
 proportion to their investment shares.

519 There is support in the Committee for the proposal
 that individual satellites or groups of satellites,
 as well as related equipment, be owned in proportion
 to their investment shares, in undivided shares, by
 the telecommunications administrations and operating
 entities financing them. Common facilities would
 also be the undivided property of all the adminis-
 trations and entities which would have contributed
 to their financing.

520 b) Compensation for Use of Capital

521 A substantial majority of the Committee recommends
 that use of the capital invested by the Signatories
 be compensated on the basis of the cost of money
 during the period between adjustments of investment
 shares.

522 There is substantial support in the Committee for
 the proposal that use of the capital invested by
 the Signatories be compensated on the basis of a
 rate of return substantially lower than the 14%
 rate employed under the interim arrangements.

- 523 There is support in the Committee for the proposal that, in the event of the financial arrangements involving separate accounting for capital contributions and for utilization charge payments, use of the capital invested by Signatories be compensated on the basis of an equitable rate of return, i.e., not substantially lower than the 14% rate employed under the interim arrangements.
- 524 c) Contribution to Maintenance and Operating Expenses
- 525 A majority of the Committee recommends that maintenance and operating expenses be shared proportionately to the investment shares of the Signatories as determined in accordance with one of the principles described in paragraphs 497-506 above.
- 526 d) Conditions of Use
- 527 A substantial majority of the Committee recommends that Signatories be able to use all Organization-financed facilities by payment of utilization charges. One possibility is that these charges be fixed at a level which meets all the Organization's costs including depreciation and amortization of capital and all maintenance and operating expenses.
- 528 There is support in the Committee for the proposals that:
- 529 -- Signatories be able to use all Organization-financed facilities without payment of utilization charges, since both capital contributions and maintenance and operating expenses would be met in proportion to investment shares.
- 530 -- Signatories be able to use all Organization-financed facilities without payment of utilization charges for the capacity they have reserved for their needs and with separate payment of utilization charges for any use of capacity in excess of that so reserved.

531

The proposal was made that telecommunications administrations and operating entities be able to use the capacity of satellites which they have financed, in proportion to their investment and without payment of charges, and on an indefinite right of use basis.

Note: For users not investing in the Organization, see subject heading I of this Part.

G. Procurement Policies

- 532 It is necessary to consider carefully the criteria which should govern the placing of contracts for programs of the Organization.
- 533 During the interim period, the Committee has found the implementation of the provisions of Article X, in their present form, to give rise to inequalities and, without fundamental revision, to be difficult to fulfill without prejudice to the common interests of the members, because of the great disparity in the capability of its members to participate in work requiring the most advanced level of technological development. It has been represented that potential contractors outside the limited States found it difficult to perform such work within the short delivery time periods required for the INTELSAT I - IV satellites. The amount of international participation which has been achieved in the INTELSAT programs has required not negligible additional expenditures of INTELSAT funds, and this fact has given rise to controversy within the ICSC, as over 40 of the 63 INTELSAT members are countries which, because of their present stage of industrial development, see no immediate prospect of any significant portion of INTELSAT work being done in their countries.
- 534 Two considerations presented under this subject heading are, perhaps, contradictory. On the one hand, there is the need to obtain the best product at the best price. On the other hand, there is the legitimate desire of member States to share in procurements and to further their technological development. The Committee submits the following:
- 535 1. Obtaining the Best Product at the Best Price
- 536 A substantial majority of the Committee recommends that procurements for the space segment be carried out on the basis of the best product at the best price by means of international requests for proposals which are available to all Participating States.

537 A majority of the Committee recommends that an effort be made to ensure that procurements for the space segment be carried out on the basis of the best product at the best price by means of international requests for proposals which are available to all Participating States. In cases where it would be impossible to fulfill the preceding conditions, the Governing Body should have freedom to adopt a solution taking into account the interests of all Participating States.

538 2. Participation in Procurements

539 A substantial majority of the Committee recommends that:

540 -- The definitive arrangements should protect the interests of all Participating States and, in particular, should make possible the development of the technology of those States.

541 -- Each Participating State have the opportunity to participate, to the extent of its capacity, in the research, development and procurements for the system.

542 A majority of the Committee recommends that participation in research and development and in procurement for the system be, in principle, proportionate to the investment share of each Participating State.

543 There is support in the Committee for the proposal that the expenses contributed by each Signatory lead, to the maximum extent possible, to the derivation of benefits for its Participating State in terms of intellectual endeavor, industrial capability and technological development.

H. Policies in Relation to Inventions, Data, and Technical Information

- 544 Within the framework of the interim arrangements, the Special Agreement provides the means for disclosing to the Committee or to the Signatories inventions, technical data and information, arising directly from contracts placed by the Organization or used by the contractor in the performance of such contracts. Undoubtedly, this complex subject requires considerable attention in the development of the definitive arrangements.
- 545 The Committee unanimously recommends that the patent policy of the Organization be based on equitable arrangements, taking into account the interests of the Participating States and of the contractors.
- 546 There is substantial support in the Committee for the proposals that:
- 547 -- The patent policy of the Organization be based upon the difference between foreground data (data obtained in executing contracts awarded by the Organization) and background data (data not obtained in executing contracts of the Organization but which are necessary to the work performed under the contract). Holders of the rights relating to foreground data should be the contractors. They should, however, be bound to grant to the Organization, upon request, irrevocable, gratuitous, non-exclusive and transferable rights of use for purposes of the Organization. As regards background data, the holders should be the contractors, but they should be bound only to grant rights of use under equitable conditions.

543 -- It is inappropriate to attempt to delineate in the definitive arrangements the detailed rights of Signatories and others in the complex area of inventions and technical data. Rather, the definitive arrangements should contain broad standards as to the rights of Signatories and others, leaving to the Governing Body the implementation of the guidelines within the broad standards and the development of special inventions and data policies under those standards.

549 There is support in the Committee for the proposal that, in respect of inventions, technical data and information arising directly from contracts placed by the Organization, the title policy and the principles governing grant of license that have been established under the interim arrangements be maintained also under the definitive arrangements.

I. Access to the System; Coordination Arrangements

- 550 The Preamble of the Interim Agreement recalls the principle enunciated by the General Assembly of the United Nations that telecommunication by means of satellites should be available to the nations of the world on a non-discriminatory basis. It also affirms that all States should have access to the global system, those States so wishing being able to invest in it.
- 551 Since the purpose of the definitive arrangements must conform to the principles stated in the Preamble of the Interim Agreement, and must take into account the resolutions of the United Nations, the Agreements establishing the definitive arrangements should contain clauses, in addition to the statements contained under subject heading A of this Part, providing non-discriminatory access for all countries, whether or not members of the Organization.
- 552 Furthermore, the goal of improving the global telecommunication network, expressed in the Interim Agreement and mentioned under subject heading A of this part, requires various forms of coordination, including technical and commercial coordination between the earth and space segments.
- 553 1. Access to the System
- 554 The Committee unanimously recommends that access to the space segment of the system be possible directly for all Signatories and indirectly, according to non-discriminatory arrangements concluded with a Signatory, for a State not participating in the Organization, whether or not a member of the International Telecommunication Union.
- 555 There is substantial support in the Committee for the proposal that all participants have direct access to the space segment. States not participating in the Organization would have direct access to the space segment only by agreement with the Organization.

556 The proposal was made that access to the space
segment established by the Organization be
possible directly for all the Signatories and for
all States not participating in the Organization.

557 2. Coordination Arrangements

558 a) Technical Coordination

559 A substantial majority of the Committee recommends
that due consideration be given to the fact that,
since orbital slots and the radio frequency
spectrum are limited resources, and since possi-
bilities exist for harmful interference, inter-
national cooperation is required in the establish-
ment of satellite telecommunication facilities.

560 A majority of the Committee recommends that:

561 -- Coordination involved in the regulation and
harmonization of various space activities be
entrusted to the competent organizations of
the United Nations, in particular the
International Telecommunication Union.

562 -- The Director General*, under the guidance of
the Governing Body, should enter into a working
relationship which would permit continuous
consultation with the owner or owners of the
domestic or regional system outside the
Organization to ensure coordination with such
systems.

563 There is substantial support in the Committee for
the proposal that problems relating to technical
and operational coordination between global
satellites and domestic, regional, and/or special-
ized satellites be dealt with by the Governing Body
or the Organization. In use of radio frequency
spectrum and application of technical and opera-
tional standards in the field of telecommunications,
due attention shall be paid to the recommendations
of the International Telecommunication Union.

* The concept of a Director General of the Management Body is
developed further in paragraph 434.

564 b) Commercial Coordination

565 There is support in the Committee for the proposal that, if sub-systems are to exist side by side with the global satellite system, commercial coordination be effected under the aegis of the International Telecommunication Union, by means of consultations and procedures for reconciliation.

566 c) Coordination between Earth and Space Segments

567 The proposal was made that the problems of overall coordination of earth and space elements be dealt with in regional groups consisting of earth station owners and non-owner users operating one or several common satellites covering a limited area of the globe. The regional groups would be a part of the Organization.

J. The Agreements Constituting the Definitive Arrangements;
Amendment; Settlement of Disputes; Privileges,
Immunities and Exemptions

568 1. Number of Agreements

569 The interim arrangements are contained in two
related agreements, the Interim Agreement and
the Special Agreement (the Supplementary Agreement
on Arbitration may be viewed as an annex to the
Special Agreement). A question which must be
considered is the number of agreements to be used
to establish the definitive arrangements.

570 A substantial majority of the Committee recommends
that the definitive arrangements shall be contained
in two related agreements.

571 The proposal was made that a single Intergovern-
mental Agreement shall be concluded to establish
the definitive arrangements. This Agreement would
provide the basis for the subsequent conclusion of
agreements among and between telecommunication
administrations and operating entities.

572 2. Signatories of the Agreements

573 Closely related to the question of the number of
agreements to be concluded is the question of the
Parties or Signatories to the Agreements.

574 The Committee unanimously recommends that if the
definitive arrangements are contained in two
related agreements, the first between Governments,
the second should be signed either by Governments
or by telecommunications entities, public or
private, designated by Governments.

575 A substantial majority of the Committee recommends
that, as under the interim arrangements, if the
definitive arrangements are contained in two
agreements, one shall be intergovernmental.

576 The proposal was made that the Second Agreement
be signed only by telecommunication entities.

577 3. Duration of the Agreements

578 The Agreements establishing the interim arrangements remain in force until the entry into force of the definitive arrangements. The duration of the Agreements establishing the definitive arrangements must be considered.

579 A majority of the Committee recommends that the Agreements establishing the definitive arrangements have no fixed duration.

580 There is substantial support in the Committee for the proposal that the Agreements establishing the definitive arrangements have a limited duration.

581 4. Amendment of the Agreements

582 The Interim Agreement does not contain a provision for its amendment, whereas the Special Agreement may be amended when two-thirds of the Signatories to the Special Agreement have approved an amendment recommended for adoption by the Committee. It is necessary to consider provisions for amending the Agreements constituting the definitive arrangements. This question may be tied closely to other considerations as, for example, the duration of the definitive arrangements.

583 A substantial majority of the Committee recommends that the definitive arrangements should be subject to review and amendment by Governments. The Assembly should be able to make proposals. In addition, a review Conference of the Parties to the Intergovernmental Agreement should be convened if necessary.

- 584 There is substantial support in the Committee
for the proposals that:
- 585 -- The Intergovernmental Agreement contain a clause
 enabling a Conference of the Parties to consider and
 approve amendments to the Intergovernmental Agree-
 ment.
- 586 -- If the Assembly is composed either of Govern-
 ments or of designated telecommunication
 entities as may be decided by the Governments
 prior to each meeting of the Assembly, the
 Intergovernmental Agreement contain a clause
 enabling the Assembly to propose to Parties
 to the Intergovernmental Agreement amendments
 to that Agreement.
- 587 -- If the Assembly is composed of representatives
 of all Parties, the Intergovernmental Agreement
 contain a clause enabling the Assembly to
 propose to Parties to the Intergovernmental
 Agreement amendments to that Agreement.
- 588 -- If the Assembly is composed of all the
 Signatories, the Intergovernmental Agreement
 contain a clause enabling the Assembly to
 amend the Second Agreement.
- 589 There is support in the Committee for the proposal
 that, if the Assembly is composed of all the
 Signatories, the Intergovernmental Agreement
 contain a clause enabling the Assembly to propose
 to Parties to the Intergovernmental Agreement any
 amendments to that Agreement.
- 590 The proposal was made that the Intergovernmental
 Agreement be subject to revision and to amendment,
 upon proposal by Parties to the Intergovernmental
 Agreement. For this purpose a Conference of the
 Parties shall be convened every four years to
 review the Intergovernmental Agreement.

591 5. Settlement of Disputes

592 Arrangements for the settlement of disputes arising
out of the interpretation or application of the
Interim and Special Agreements are contained in
the Supplementary Agreement on Arbitration. The
Supplementary Agreement on Arbitration was
concluded in accordance with the provisions of
Article 14 of the Special Agreement, and it is in
force for the Signatories to the Special Agreement.
No arrangements were concluded for the settlement
of disputes between the Parties to the Interim
Agreement.

593 In order to settle the disputes arising with
respect to the rights and obligations of members
of the Organization in relation to one another
and in relation to the Organization, the Committee
unanimously recommends that the Second Agreement
incorporate an agreement on arbitration procedures.
This agreement could be based on the procedure
existing under the interim arrangements.

594 6. Privileges, Immunities and Exemptions

595 The Interim Agreement does not contain provisions
relating to privileges, immunities and exemptions.

596 The subject of the privileges, immunities and
exemptions to be accorded the Organization merits
careful consideration. It is closely related to
the questions considered under subject heading D
of this Part, "The Legal Form, Personality and
Capacity of the Organization."

597 A substantial majority of the Committee recommends
that, in order to better exercise its functions
and reach its aims, the Organization should enjoy
privileges and immunities determined by the Parties
to the Intergovernmental Agreement and should be
exempt, to the extent possible, from the law of
the headquarters of the Organization.

K. Rights and Obligations of the Parties

598 The following recommendations and proposals are linked
to those under subject heading B of this section, "Scope
of Activities of the Organization."

599 1. General Obligation

600 A majority of the Committee recommends that each
Participating State obligate itself not to establish,
or join in the establishment of, a space segment in
competition with the space segment of the Organization.

601 There is support in the Committee for the proposals
that:

602 -- Each Participating State obligate itself not to
establish, or join in the establishment of, a
space segment in competition with the space
segment of the Organization, provided:

603 -- that the Organization be effectively in a
position to satisfy the needs of that State;

604 -- that the Organization can do so under technical,
economic and time conditions at least comparable
to those which could be obtained with satellites
of this competing space segment.

605 -- Each Participating State be entitled to participate
in satellite systems to meet needs of all kinds,
when these satellites are intended to establish
telecommunications with States which, at the time
of this participation, had not requested and had
no plan to request, within the near future, access
to the space segment established by the Organization.

606 2. Regional Satellites

607 A majority of the Committee recommends that each Participating State have the right to establish satellites independently, either by itself or in conjunction with other Participating States, to meet regional needs of any kind, subject to compliance with international regulations, particularly those of the International Telecommunication Union, and subject to consultation* with the Governing Body.

608 There is support in the Committee for the proposal that each Participating State have the right to establish satellites to meet regional needs of any kind.

609 3. Domestic Services

610 A substantial majority of the Committee recommends that each Participating State have the right to establish, independently of the Organization, by itself or in conjunction with other Participating States, communications satellites for domestic purposes, subject to compliance with pertinent international regulations, particularly those of the International Telecommunication Union, and subject to consultation* with the Governing Body.

611 There is substantial support in the Committee for the proposal that each Participating State have the right to establish, itself or in conjunction with other Participating States, communications satellites for domestic purposes independently of the Organization.

* The concept of consultation with the Governing Body is developed further under subject heading B, paragraphs 216-219, above.

612 4. Specialized Services

613 A majority of the Committee recommends that:

614 -- Each Participating State have the right to establish satellites solely for the purpose of providing specialized services. This right would be subject to compliance with international regulations, particularly those of the International Telecommunication Union, and subject to consultation* with the Governing Body.

615 -- Each Participating State have the right to establish, in conjunction with other Participating States, satellites intended primarily for specialized purposes, subject to compliance with pertinent international regulations, particularly those of the International Telecommunication Union, and subject to consultation* with the Governing Body.

616 There is substantial support in the Committee for the proposal that each Participating State have the right to establish satellites to meet its domestic needs of any kind and to establish, in conjunction with other Participating States, satellites intended primarily for specialized purposes.

617 There is support in the Committee for the proposal that each Participating State have the right to establish satellites solely for the purpose of providing specialized services.

* The concept of consultation with the Governing Body is developed further under subject heading B, paragraphs 216-219, above.

618 5. Needs of a National Security Nature

619 A majority of the Committee recommends that each
Participating State have the right to establish
satellites intended solely for the purpose of
meeting needs of a national security nature,
subject to consultation* with the Governing Body.

620 There is substantial support in the Committee
for the proposal that notwithstanding the scope
of authority of the Organization, each Participating
State be free to establish satellites intended
solely for the purpose of meeting needs of a
national security nature.

621 The proposal was made that notwithstanding the
scope of authority of the Organization, each
Participating State be free to establish satellites
intended solely for the purpose of meeting needs
of a national security nature without the necessity
of observing the rules and regulations of the
Organization.

* The concept of consultation with the Governing Body is
developed further under subject heading B, paragraphs
216-219, above.

L. Withdrawal from the Organization

- 622 Provisions governing withdrawal from an organization are usually found in clauses in the agreements establishing the organization.
- 623 Regarding the definitive arrangements, a substantial majority of the Committee recommends that:
- 624 -- Provisions be included in the Agreements defining in the most precise manner the conditions governing the withdrawal of Parties to the Intergovernmental Agreement and of Signatories to the Second Agreement.
- 625 -- The Assembly be empowered to require withdrawal from the Organization for failure to comply with the obligations of participation.

M. Transition from the Interim Arrangements to Definitive Arrangements

- 626 The interim arrangements remain in effect until the entry into force of definitive arrangements. It is necessary, therefore, to consider the means for effecting the transition from one set of arrangements to the other. Means for achieving this objective must await determination of the form and contents of the definitive arrangements. However, once this is accomplished it is possible to agree upon provisions for transfer of the rights and obligations created under the interim arrangements to the new Organization and its members. In so doing it would be appropriate to take cognizance of the existing enterprise, in which a significant amount of capital has been invested by a large number of countries and for which important facilities will be in existence and planned at the time the changeover occurs.
- 627 Also it would be necessary, upon determination of the definitive arrangements, to agree upon provisions to govern the orderly transition from one organization or organ to another. Perhaps it would be appropriate to request the Committee to study these problems, once the definitive arrangements assume a near-final form, and to present proposals to Governments on the means of achieving an organizational and administrative changeover.
- 628 This would apply, in particular, in case a new Management Body were to be established. Under the definitive arrangements, the Governing Body could be charged with the responsibility of drawing up a program for progressive establishment of the Management Body. The members of the Committee agree that great care must be taken in effecting any transition to ensure continuation of efficient operation and development of the space segment established under the interim arrangements.
- 629 Although the Committee considers it premature at this time to provide Governments with detailed recommendations, it believes recommendations on certain principles may be of assistance.

- 630 A substantial majority of the Committee recommends that, in view of the necessity to carry out effective and smooth transition from the interim to the definitive arrangements, the definitive arrangements provide that arrangements for the transition be completed within a fixed period after the entry into force of the definitive arrangements.
- 631 A majority of the Committee recommends that:
- 632 -- The transitional arrangements, particularly those which would become necessary if a change in the Manager would result from the definitive arrangements, should, consistent with usual practice, be worked out with the expert assistance of a competent management consulting firm, particularly since such arrangements involve highly technical organizational and personnel problems, questions of manpower availability -- both within the United States and elsewhere -- as well as legal aspects, all of which will have to be dealt with in detail.
- 633 -- The functions exercised by the departments of the present Manager be transferred to the new Management Body, pursuant to a planned program, and in the shortest possible time. It might also be possible for certain functions of the Management Body to be transferred on a project-by-project basis to various national or international institutions.
- 634 There was substantial support in the Committee for the proposal that a new Management Body not take over responsibility for any function before it had acquired the necessary staff and installations for the performance of that function and that steps be taken to prevent a climate of uncertainty within the present Manager's organization, leading to loss of staff essential to any function, before that function is taken over by a new Management Body.

635

There was support in the Committee for the proposal that during the transition period a contract be concluded with the present Manager of INTELSAT to obtain its services for a limited duration. At the conclusion of this contract, the critical elements of the present Manager would be transferred to the definitive Management Body, which will have been progressively established with elements recruited on an international basis.

636

The proposal was made that arrangements for the transition include, *inter alia*, the transfer of administrative functions from the Manager designated by the Interim Agreement to the International Secretariat of the Management Body and the change-over to financial procedures based on the concept of "investment share equal to use."

(Reference: Subject Heading E, The Management Body Paragraph 464)

FUNCTIONS OF THE MANAGER UNDER THE INTERIM ARRANGEMENTS

I. INTRODUCTION

Pursuant to Article VII of the Interim Agreement, the Communications Satellite Corporation acts as "the manager in the design, development, construction, establishment, operation and maintenance of the space segment." For purposes of clarity in this presentation, the Manager's functions are divided among six of the Corporation's staffs: Technical, Operations, Procurement, Financial, Legal and Information.

II. TECHNICAL

Technical's main tasks for INTELSAT are performed during the planning, development and establishment of the space segment.

Technical participates with Operations in the planning and development of operational requirements. It conducts, or arranges for the conduct of, general system engineering studies; network configuration studies; engineering, economic and cost effectiveness studies; and interface studies. Technical prepares the specification for Requests for Proposals and then evaluates the technical submissions of contractors, as it has done for the INTELSAT I, II, III and IV programs, providing the Committee with the information needed to award a contract. Finally, Technical, together with other elements, arranges for and coordinates the provision of launching services by NASA.

The Technical staff also manages the operation by the INTELSAT Spacecraft Technical Control Center of the Tracking, Telemetry and Command (TT&C) stations. Control is exercised through these facilities during the launch and subsequent in-orbit operations. All commands to spacecraft are initiated and authenticated by the Control Center and implemented through an appropriate TT&C station. This technical control involves in-orbit position keeping and attitude adjustments as well as analysis of spacecraft performance. In addition, Technical participates with and provides engineering services and support to Operations in the operation and maintenance of systems, components, equipment and facilities.

At the end of November, 1968, there were 361 employees on Comsat's Technical staff; the allocation of tasks to INTELSAT is

estimated at 56% of the total costs incurred by Technical.

III. OPERATIONS

Operations' principal task for INTELSAT is the operation and maintenance of the global system with the inherent functions of planning and management. Corollary to this principal task is participation in the design and development of the space segment.

Based on expressed and agreed requirements of the entities for telecommunications services, Operations prepares plans reflecting allocation of satellite resources in the form of a proposed communications network; processes the individual applications of earth station entities for access to and use of the space segment; and provides the users with operation plans, guides and instructions for the operational employment of the satellite system. Effective planning necessitates the maintenance of a data base on all phases of system operations including complete and updated technical and operational records of satellite system performance, as well as the participating earth stations' characteristics and performance. Analysis of this data is furnished to the Committee at regular intervals.

The staff operates the TT&C and monitoring stations used for space keeping and satellite utilization purposes and the communications system in support of the TT&C, monitoring and general system management functions.

Operations serves as the Manager's representative in effecting regional coordination on operational matters. The regional coordinating structure established by the Committee addresses itself to such matters as future needs for satellite facilities and operational frequency plans. Operations provides the support for these meetings. In addition, Operations serves as the focal point for ensuring that Committee decisions on operational matters are properly implemented. A repository of information appropriate to the utilization of the space segment is also maintained.

At the end of November, 1968, there were 369 employees in Operations; the allocation of tasks to INTELSAT is estimated as 16% of the total costs incurred by Operations.

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- * As used throughout this Attachment, total costs exclude contracts and shareholders costs.
 - ** Final 1968 figures were not available during the preparation of the Committee's Report; estimates through November 1968 are used throughout this section. At the end of 1967, the allocation of tasks to INTELSAT amounted to 73% of the total costs incurred by Technical.

IV. PROCUREMENT

The Procurement function extends from the maintenance and administration, in accordance with the INTELSAT Procurement Regulations, of a worldwide bidders list, based on the submission by Signatories of the names of companies qualified to perform INTELSAT tasks, to the point where the Manager, acting for INTELSAT, executes an agreement with a selected contractor.

Procurement prepares the Requests for Proposals which are issued to industry. It enters into negotiations with contractors in order to arrive at a proposed contract most advantageous to INTELSAT. Where required by the Special Agreement, the completed contract is then presented to the Committee, together with a substantiating evaluation, for approval prior to the execution of the contract.

After the contract has been awarded, the Procurement staff has the responsibility for its administration in order to ensure that the contractor is meeting its obligations fully. Coming into play also during this period are technical and operational considerations which affect the performance of the contract and which must be negotiated in the form of amendments.

Procurement had a staff of 39 at the end of November, 1968; the allocation of tasks to INTELSAT is estimated as 33% of the total costs incurred by Procurement.

V. FINANCIAL

The responsibilities of Financial are broad and inputs are made at all stages in the "design, development, construction, establishment, operation and maintenance of the space segment." For each program and proposal under consideration, Finance prepares and presents revenue requirements and other cost and economic analyses. The Finance staff prepares the information necessary for the Committee to establish a rate of charge per unit of satellite utilization which will meet the requirements of Article 9 of the Special Agreement.

At the end of November, 1968, there were 97 employees in Finance; the allocation of tasks to INTELSAT is estimated as 32% of the total costs incurred by Finance.

VI. LEGAL SERVICES

The Legal staff provides services as they are needed in connection with the performance of the Manager's functions for

INTELSAT. These services include legal advice to the Interim Communications Satellite Committee and its subcommittees and legal support to Procurement, Technical, Operations, and Financial. The staff is also concerned with patent and data matters, tax questions involving INTELSAT, insurance, property, and other legal matters affecting INTELSAT. At the end of November, 1968, there were 41 employees in Legal; the allocation of tasks to INTELSAT is estimated as 23% of the total costs incurred by Legal.

VII. INFORMATION SERVICES

The information program includes a number of interrelated activities in the following areas: press releases, international exhibits, general educational exhibits, films and film strips, booklets and periodicals, magazine and newspaper articles, inaugurals and demonstrations. At the end of November, 1968, there were 17 employees in Information; the allocation of tasks to INTELSAT is estimated as 10% of the total costs incurred by Information.

STATEMENTS OF REPRESENTATIVES TO THE COMMITTEE

- I. COMMENTS OF THE FRENCH DELEGATION ON THE COMMITTEE'S REPORT TO THE GOVERNMENTS. Page 105
- II. STATEMENT OF THE REPRESENTATIVE OF THE ARAB GROUP TO BE ATTACHED TO THE REPORT OF THE COMMITTEE ON THE DEFINITIVE ARRANGEMENTS Page 112

COMMENTS OF THE FRENCH DELEGATION ON THE COMMITTEE'S REPORT TO
THE GOVERNMENTS

A. COMMENTS ON RECOMMENDATIONS AND PROPOSALS

The French Delegation, along with other delegations, has noted that the Committee's Report on the Definitive Arrangements revealed a wide range of opinions among its Members, whose recommendations, even when they represent the majority opinion, are often contradictory. This is certainly partly due to the fact that the various proposals included in the Report, being deprived of their original context, are sometimes difficult to understand or can even be interpreted in an entirely different manner from that which their authors had wished. Several interpretations are often possible.

The French Delegation, in order to avoid any misunderstanding regarding the proposals it has been brought to present or support, wishes to clarify them with additional details which take into account the points of view expressed by other delegations.

I. Separate ownership

Considering the inevitable coexistence of separately owned telecommunication satellites, the only type of organization which can one day hope to group, following the desire expressed in the Preamble of the Interim Agreement, all these satellites within a single commercial system, with all the unanimously recognized advantages which this singleness would bring, is the type proposed by the French Administration (Document ICSC-34-12). Such an organization would not only provide a close coordination on a global basis, but could make certain rules or guidelines, and, in any event, express certain recommendations which would almost always be followed by the entities concerned.*

*The French Delegation thinks in particular of the IATA, which provides an illustration of success in the field of commercial aviation.

II. Undivided ownership

The French Delegation has also very closely examined a system based on co-ownership. The global system which would operate under such arrangements will necessarily be limited geographically (it is a fact that the member-countries of the ITU will not all participate) and also limited regarding the services it will be able to provide (since there will be independent domestic, regional, and specialized systems, and at least another global-minded system).

1. Rights and obligations of the Parties

1.1 Freedom to participate in other systems

Under these conditions, and independently of the rights of the Parties regarding domestic, regional or specialized satellites, these Parties could not without establishing an unacceptable situation of monopoly, be under the obligation to meet their needs through the organization to be established, when the latter will show itself incapable of meeting these needs, or even when it will not be in a position to do so in technical, economical and schedule conditions at least comparable to those which could be obtained through independent satellites.

A necessary result of the preceding principle is the freedom of all Parties to participate in systems intended to provide services of all types, when these systems will permit communications with states which, for some reason, will not have requested or would not plan to request access in the near future to the space segment established by the Organization.

1.2 Domestic or regional satellites

The same principle enables us to challenge restrictive definitions of domestic or regional satellites. It is clear that in the present state of technology,* each time particular relationships (economic, cultural or others) will create, between certain countries or areas of a same country having a

*See for example a speech by Dr. Charyk, President of Comsat, to the United Nations' Conference on the Exploration and Peaceful Uses of Outer Space (Vienna, August 1968).

relatively limited total surface on a global scale, exclusive telecommunication needs of a sufficient volume, particularly for the transmission of television programs, satellites with coverage limited to these countries or areas will often result in considerable savings compared to the conditions of use of the Organization's network. This is the case whether the coverage area is geographically compact, or whether it is divided into several areas more or less apart.

1.3 Coordination

It is quite out of the question to make the Organization into both a judge and a party in the solution of problems raised by the technical or economic coordination of the Organization's network and of other satellite networks. It will be necessary to search for this solution in the direction of the United Nations and of its specialized agencies, particularly the International Telecommunication Union.

2. The Governing Body

2.1 Voting procedures

Voting procedures within the Governing Body of the Organization must consider its triple international, public service and commercial character. The French Delegation has therefore proposed to give, to the greatest possible extent, an equal voting power to all the members of the Governing Body (which seems to be essential when it is a matter, for example, of standardizing earth stations, of interpreting an article of the Agreements, or of approving a report to be submitted to the Assembly); weighted votes would only be maintained in the event of decisions formally establishing financial commitments (the approval of a budget or of a contract) or directly conditioning the Organization's revenues (determination of utilization charges, licensing agreements, etc.). Some decisions would also require a double vote in practice: first an unweighted vote, for the approval of the principle, followed by a weighted vote, at the time of the final commitment establishing a financial obligation.

2.2 Determination of weighted votes

The weighting of votes, which will also occur to determine the composition of the Governing Body, should be defined without considering traffic not connected with international public telecommunications, in order to avoid the

risk that this traffic, considered as secondary, should soon afterwards take on the leading role in the Organization. On the other hand, this weighting should be computed from traffic volume rather than from investment shares, so as not to favor, for example, countries using "non-standard" earth stations which, with less traffic, could benefit from a higher voting power* than countries carrying a much higher volume of traffic with "standard" earth stations. Moreover, the risk that one country could obtain a majority share in the Organization would thus be avoided.

2.3 Regional or specialized groups

Another proposal deserving some comment is that concerning the freedom which should be left to the Governing Body, if it so desires, to structure the Organization by establishing regional or specialized groups for certain types of services other than public telecommunications, which groups would only bring together parties directly interested in the use of certain satellites. The Governing Body could then, in their field of interest, consult them and take their views into consideration; but it should also be able to delegate to them some of its powers of decision, when a decision to be taken would only concern the Parties belonging to one of these groups.** This is a normal decentralizing process which appears to be very beneficial in many industrial or commercial consortia, and which has already begun to be effected within the Interim Organization for the Atlantic, Pacific and Indian Ocean regions.

3. The Management Body

Along with the great majority of the Members of the Committee, the French Delegation is in favor of an International Management Body. This technical and operational Management Body should be decentralized following the principles of modern management which today are widely recommended and applied, to bring

*Indeed, according to the rules adopted under the Interim Arrangements, the number of satellite units of utilization which corresponds to a given number of telephone circuits, and consequently the investment in the space segment, is 27 times larger for a non-standard earth station with a 40 foot antenna than for a standard earth station.

**For example, when it would be necessary to decide on the utilization and operation of particular satellites or to ensure a coordination between the space segment and the earth and terrestrial segments in a given area.

closer contracts supervision along with the control and operation of the space segment, of contractors, maintenance stations, and users which will be scattered over all the continents; the recommendation of the Committee according to which some management functions could be transferred, project by project, to international or domestic organizations goes in the same direction.

Finally, it is important to define how the functions of the Secretariat of the Governing Body and of the Assembly would be provided, in order that the Secretariat services be directly subordinate to the Governing Body or to its Chairman.

4. Financial Matters

4.1 Possibility of buying or leasing satellite capacity

The only way to reconcile the apparently contradictory recommendations of the Committee in this field is to provide that the use of the space segment will be possible by buying (investment shares), or by leasing (utilization charges), satellite capacity. This double possibility is furthermore in accordance with the Preamble of the Interim Agreement which is of the opinion that all States should have access to the space segment, those States so wishing being able to invest capital in it.

4.2 Concern with ensuring fairness and mutual aid in financial participation

This being the case, it is essential that the financial rules of the Organization be equitable for all the Parties concerned and safeguard their interests: each Party must in principle support the charges which devolve upon it according to its actual use, whether it is a matter of the cost of the satellites it operates, or of the development costs from which it directly benefits; all external use of patents or data financed by the Organization should give rise to royalties equitably distributed; finally, the advantages which industrialized countries can find in their participation in the research and achievements must be compensated, for non-industrialized countries, by a technical assistance program.* But on the other hand, a mutual financial

*This would be beneficial and even highly profitable for the Organization, by accelerating the growth of needs and of traffic.

aid should automatically operate among the members of the Organization, not only in order to ensure a distribution of the overhead, but also to avoid that the first users of a satellite have to support the initial very high costs of its establishment. These two imperatives can be fulfilled, in the determination or the adjustment of investment shares, by adopting a realistic definition of the unit of utilization which would take into account the cost of the satellites (cf. Document ICSC-34-30), by computing the depreciation of the equipment and the amortization of development costs (which determine net assets) in fractions proportional to the traffic which is carried rather than by equal annuities, and finally by evaluating the utilization of satellites not only over one year, but, as proposed by another delegation, over a longer period (for example, 5 years). It is also necessary to determine with a regard to justice, the rules concerning the international participation in procurement, and those concerning the use of inventions, and technical data and information. These rights of use must be very clearly defined in order to avoid, in the Definitive Arrangements, the difficulties in interpretation which have been encountered under the Interim Arrangements.

4.3 Allotment of determined shares to users

These principles could, after a few years of operation, progressively lead to a system of co-ownership where the members' shares, instead of remaining indistinguishable, could be allocated or associated to determined satellites - those of which they would directly be the users. This would be a system similar to that which enables one to distinguish between the different apartments of a co-owned building, or between the various firms in an industrial or commercial consortium, without affecting the unity and the joint ownership of the whole. The allocation to members of shares which are thus materialized rather than undistinguished, would present numerous advantages (Document ICSC-34-31). Their financial participation, while being automatically ensured as far as overhead is concerned, would essentially refer only to those satellites they would use. The operators or a same satellite could then, in all fairness, benefit from a certain right of usage on the spare capacity which would have not yet been allocated.

In the opinion of the French Delegation, such a formula would be the most suitable for the promotion of the use of a global system of satellite telecommunications.

B. COMMENTS ON THE GLOSSARY

The Glossary gives in Paragraph 160 a definition of specialized telecommunications services according to which they would include, for instance, satellite radionavigation, space research, and broadcasting satellite services.

The French Delegation must observe that these various services are specifically defined by the International Telecommunications Union (EARC, Final Acts, Geneva 1963, Annex I, Section II A, Paragraphs 84 AQ, 84 AM, 84 AP) but that they are not part of the communication satellite service which is covered by Paragraph 84 AG. That service, as well as the others mentioned, are space services, a general category defined in Paragraph 84 AC.

In order to avoid any misunderstanding, services other than communication satellite services should be referred to as "specialized space services" and not as "specialized telecommunication services".

STATEMENT OF THE REPRESENTATIVE OF THE ARAB GROUP TO BE
ATTACHED TO THE REPORT OF THE COMMITTEE ON THE DEFINITIVE
ARRANGEMENTS

The purpose of this statement is to comment upon certain aspects of the Report of the Interim Committee on the Definitive Agreements, aspects which the Representative of the Arab Group believes to be, from his particular point of view, inadequately set forth. In fact, the Representative of the Arab Group believes that the Interim Committee, in making its recommendations and proposals to the Signatory countries, has not made full use of the experience acquired during the interim period, and, especially has not taken into account all the factors or all the interests involved. He believes furthermore that the Committee's failure to emphasize in its Report the nature and the importance of the difficulties encountered under the Interim Arrangements deprives certain countries, particularly those not represented at the Interim Committee, of a clarification which he judges to be essential to the understanding of the different alternatives proposed within the framework of the Definitive Arrangements.

The Representative of the Arab Group is convinced for this matter that a definitive Organization, viable, and corresponding to the interests of its members, could very well be designed by proceeding from the present interim structure, if, on the one hand, essential revisions are made in fields where the experience gained has shown either inadequacies, or difficulties (management, representation at the Interim Committee, voting procedures, industrial participation of the members, patent and data policy, etc...), and if on the other hand, the new factors arisen since the establishment of INTELSAT are taken into account, factors which the authors of the 1964 Agreements could neither foresee nor take into consideration. Among these factors, we must especially emphasize a basic element which the Interim Committee, in our opinion, has not stressed adequately in its Report. It is the issue of the accession, since 1965, of a very large number of countries, most of them developing countries. Because of this phenomenon, which has undeniably changed the aspect of INTELSAT, the present Interim Agreements have become in many fields inadequate and often inequitable and they must be revised as soon as possible.

A FEW GUIDING PRINCIPLES FOR THE FUTURE

Establishing the necessary conditions to avoid a proliferation of systems

In the Section of the Report devoted to the objectives and purposes of the Organization, it is particularly recommended that the Definitive Arrangements sanction the establishment of a single global commercial telecommunication satellite system. However, taking into account the existence or the possibility of existence of other global systems, either competitive or not, it appears essential to us to emphasize the need for using every possible means to avoid a proliferation of systems, and for establishing a single global Organization which, by reconciling the interests involved, would be in a position to be adhered to by all countries. The achievement of such an objective is particularly important for the smaller countries, because they would be inconvenienced the most by a proliferation of systems. (Risk of a multiplication, for each country, of its needs in the number of earth stations required to ensure its diversified international links).

Promoting access to the space segment by a simplification of the earth segment

Another principle on which the Committee's Report is very vague, and which in our opinion concerns the interests of a large number of countries, is the need to promote and to facilitate access to telecommunication satellites by ensuring that each country have a just balance between its space and earth investments. In fact, access to the space segment is presently conditioned by the ownership of very costly standard earth stations, which are also very complicated to operate for many countries. Such a balance could be achieved, for instance, by relaxing the presently very rigid characteristics of earth stations (the rate of charge remaining unchanged) and by using narrow beam satellites, more powerful than present satellites.

FIELD OF COMPETENCE OF THE DEFINITIVE ORGANIZATION

The Representative of the Arab Group believes that, inasmuch as INTELSAT appears to be a commercial Organization with international participation, whose role is solely to place at the disposal of its customers material support for the routing of their telecommunications traffic, it is both logical and necessary that this Organization be in a position to investigate and to consider all the commercial applications of telecommunication satellites which could benefit its members, provided however that these applications be or remain compatible with the spirit and the principles of the definitive Organization.

On this subject, the Representative of the Arab Group wishes to express here strong reservations against the stated intentions of certain member countries to include in the Definitive Agreements provisions enabling them to have INTELSAT sponsor individual satellites intended to meet their military telecommunication needs. He believes that such provisions are contrary to the principles stated in the Preamble to the Interim Agreement, and these principles must, according to Article IX (i) of the same Agreement, remain valid, regardless of the form of the Definitive Arrangements.

STRUCTURE OF THE ORGANIZATION

1) Effective participation of all members in a multiple aspect Organization

The basic problem is not in the number of tiers which the Organization would have, but in the need to insure that the various bodies work democratically and guarantee to all members an effective and equitable participation. For this purpose, the supreme control of the Organization must not be left to private or domestic telecommunication entities, but must be the responsibility of the member Governments, in order that the commercial and financial criteria, although important, be not the sole criteria of judgment in an Organization which, both by its international nature and its objectives, as well as its membership (the present members of INTELSAT differ not only by their degree of development, but also by the benefits they plan to derive from their participation in the joint enterprise) can be neither considered nor managed as a mere commercial corporation.

2) A Governing Body representing all interests

Particular attention must be given to the composition of the Governing Body in order to ensure an effective representation of all shades of economic and geographical interests. Provision must be made particularly to guarantee a consistent representation of the smaller countries. If, for reasons of efficiency, the number of members in the Governing Body must be limited, in our opinion it would be more equitable to apply this limit, not to the total number, but to regional representation (for example, each of the areas of the Americans, of Europe, of Asia, of Africa and of Oceania would be allocated a minimum number of seats). Indeed, and because of the very technical capabilities of stationary satellites, the global system is in itself a complex of regional sub-systems, and the above provisions will ensure a representation of the different geographical interests for a better coordination of the system as a whole.

3) Need for voting procedures which stimulate the optimum contribution of all members in the operation of the Organization

The problem of voting within the various bodies must also be resolved by bearing in mind the protection of all interests, and the need to establish a mechanism by which each member, whatever his investment share, will have the feeling he is effectively contributing to the operation of the Organization.

FINANCIAL PARTICIPATION

Financial participation is tied to the use of the system, but it cannot be disassociated from the question of voting within the Organization. Any method for determining investment shares without the simultaneous consideration of associated voting procedures which would be acceptable to all Parties, in our opinion, might be dangerous.

In this respect, the Representative of the Arab Group ventures to underscore the proposal appearing under number 501 of the Committee's Report and the associated proposal appearing under number 401 which, in his opinion, permit a harmonious distribution of powers among all members, without resorting to clever provisions concerning the determination of weighted votes within the Governing Body.

RELATIONSHIP WITH THE ITU AND WITH INTERNATIONAL ORGANIZATIONS

The Report of the Committee has not specifically dealt with this matter, although the need for a coordination with the ITU is mentioned on several occasions in the Report.

As a telecommunication organization, INTELSAT must abide by the recommendations of the ITU, and work closely with this Union in the direction and in the spirit of the statements made at Geneva by the Secretary-General of the ITU in his press conference of November 21, 1967. Within the framework of this coordination, INTELSAT should have the benefit of a particular status enabling it to participate in the work of specialized commissions of the CCITT and the CCIR which deal with satellite telecommunications.

INTELSAT should also establish within its programs a close cooperation with international organizations, especially the U.N. and its specialized agencies, in order to promote the use of telecommunication satellites, within the framework of projects of general interest, intended to foster the establishment of world peace and international understanding.

PATENT AND INVENTION POLICIES

Since the Committee's Report does not adequately emphasize the difficulties encountered in the implementation of Article 10 (f & g) of the Special Agreement during the present interim period, two comments must be made on the consequences of the provisions contained in this Article.

- 1). The provisions contained in Article 10 (f & g) of the Special Agreement, and imposed on any contractor, generally result in a considerable increase in contract costs, in relation to the price to be paid if the contractor had not been under the obligation to surrender to INTELSAT all the inventions and patent rights resulting from the performance of the work.
- 2). This substantial increase is borne by all the members of INTELSAT, while in fact the very large majority of these members do not benefit either directly or indirectly from the provisions of this Article 10, and especially do not foresee any possibility, in the near or distant future, of using for their benefit, the information, data and inventions resulting from contracts executed with the Organization.

The Representative of the Arab Group, while he does not oppose the ideas which are the basis of Article 10, is of the opinion that, in order to safeguard the legitimate interests of all the Parties, INTELSAT must adopt in the future one of the following alternatives in this matter:

1. the Organization will simply surrender to the contractors, the ownership of the inventions and patents resulting from contracts; or,
2. the Organization will reserve itself, on each occasion, the exclusive rights on inventions and patents resulting from contracts, but will administer them so as to sell them to all countries wishing to utilize them, the resulting royalties being equitably distributed among all members; or,
3. finally, it will be established that only the countries participating in the performance of the contracts will bear Research and Development costs, and be compensated by having the rights of use of the resulting inventions and patents surrendered to them. The other member countries of the Organization would share in all the costs, except the Research and Development costs.

INTERNATIONAL PARTICIPATION IN CONTRACTS

Although the Committee's Report devotes a paragraph to emphasize the nature and the importance of the difficulties encountered in the application of the provisions of Article X of the Interim Agreement, no solution is proposed to try to reduce if not eliminate the imbalance which exists between the distribution of interests between the highly industrialized member countries, and the countries which, at the point of their present development, cannot claim any industrial sharing in the performance of procurement contracts executed by the Organization.

While he recognizes the long term advantages which INTELSAT might draw from diversifying its procurement sources, the Representative of the Arab Group believes that it is the responsibility of the countries wishing to receive a part of the work, and not INTELSAT's, to give financial support to their industries, in order to bring them up to the level of U.S. industry.

The provisions of Article X were written at a time when only industrialized countries were members of INTELSAT. Today, this is no longer the case, quite on the contrary, and logic and good sense require that a fundamental revision of Article X be undertaken in the nearest future, in order to take this change into account, and to put an end to a paradoxical situation in which developing countries, however small their contributions, are in the position of financing the industrialization of industrialized countries.

The following choice constitutes, in our opinion, a reasonable and equitable approach to the problem:

- 1) International participation in a contract must benefit all members, either directly for industrialized countries, or indirectly in the shape of a yet-to-be-defined compensation for the countries whose degree of industrialization does not enable them yet to participate in the contracts.
- 2) If this international participation proved to be substantially costly for the whole membership of the Organization, and if a form of compensation could not be found to indemnify the countries which, while not benefiting from a decentralization of the contract, would bear the resulting cost increase, the additional costs should be borne solely by the member countries whose industries had received a share of the contracts.

INTERNATIONAL COOPERATION WITHIN THE JOINT ORGANIZATION

This matter is not explicitly dealt with in the Committee's Report. However, the Representative of the Arab Group is convinced that the development and the safety of the satellite telecommunications system are dependent in large measure upon the means of information and of assistance that the Organization will put at the disposal of all its members.

It is especially suggested:

- 1) To create specialized services within the Organization to advise and assist member countries in the carrying out of their earth telecommunication programs which are tied to their use of the space segment.
- 2) To establish extensive training programs for earth station personnel, with a view to a rational and reliable use of the space segment.



PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE CONSORTIUM

Washington, D.C., February - March 1969

Doc. 7 (Rev. 1)
February 24, 1969

PROPOSED WORKING COMMITTEE STRUCTURE

- Committee I Structure and Functions of INTELSAT Consortium, with particular regard to questions of membership, scope of services, organizational structure including structure of major organs, their functions and voting.
- Committee II Legal and Procedural Questions, including definitions, legal status, entry into force, duration, amendment, withdrawal, settlement of disputes.
- Committee III Financial Arrangements.
- Committee IV Other Operational Arrangements, including procurement policy, inventions and data, technical and operational matters.

Participation in all four Committees will be open to any delegation wishing to participate. Pursuant to Rule 9, observers may also attend unless the meetings determine otherwise.

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PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR
THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE CONSORTIUM

Washington, D.C., February - March 1969

Doc. 7 (Adopted)
February 24, 1969

WORKING COMMITTEE STRUCTURE

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Participation in all four Committees will be open to any delegation wishing to participate. Pursuant to Rule 9, observers may also attend unless the meetings determine otherwise.

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**PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR
THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE CONSORTIUM**

Washington, D.C., February - March 1969

Doc. 7
February 6, 1969

PROPOSED WORKING COMMITTEE STRUCTURE

Committee I (Structure and Functions)

Subcommittee A (Membership, Scope of Services, and Organizational Structure (including major organs, their functions, and voting))

Subcommittee B (Legal and Procedural Questions (including definitions, legal status, entry into force, duration, amendment, withdrawal, settlement of disputes))

Committee II (Operational Arrangements)

Subcommittee A (Financial Arrangements)

Subcommittee B (Other Arrangements (including procurement policy, inventions and data, technical and operational matters))

Participation in both Committees I and II will be open to any delegation wishing to participate. Pursuant to Rule 9, observers may also attend unless the meetings determine otherwise. Each committee will determine the composition of its subcommittees.

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PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR
THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE CONSORTIUM

Washington, D.C., February - March 1969

Doc. 8
February 22, 1969

WORKING DOCUMENT SUBMITTED BY THE SWEDISH DELEGATION

The Swedish Government is determined to co-operate with all Nations of the World with a view to making the advantages of improved and expanded telecommunications via satellites available to all peoples and in every part of the world and to furthering, thereby, economic progress and cultural development. This is an aim which we also find reflected in last year's General Assembly resolution 2453 (XXIII) and which the Swedish Government has repeatedly tried to support in the United Nations and in other international contexts.

The most desirable solution for achieving this must be one international system, embodied in one Agreement, susceptible of being entered into by the whole family of Nations. The Swedish Government, after careful consideration, believes that a sound and equitable solution likely to be accepted universally could be reached through the adoption of an organizational scheme based on an adequate distinction between the public and commercial functions which both must be carried out jointly by all participants in the satellite system. The need for such distinction would follow from the fundamental difference between these two functions with regard to responsibilities and decision-making procedure. The public function would call for a decision-making machinery compatible with the sovereignty of the participating States which is always the basis for the joint exercise of such functions. The commercial side of the activity, on the other hand, which is the basic element of the whole undertaking, necessitates an organizational framework and a type of legal personality similar to that of a market operating enterprise. The Agreement should provide for a proper balance between the two functions.

In order to give an example of the kind of solution to which the scheme based on the distinction between functions would lend itself, the Swedish delegation has worked out the attached text of an Agreement on a global telecommunications satellite system. In submitting this draft to the Conference the Swedish delegation suggests that separation of functions as illustrated by the text be adopted by the Conference as a basic principle for the working out of the text of a new Agreement.

* * *

Attachment:
Draft Agreement

AGREEMENT
ON A GLOBAL COMMERCIAL COMMUNICATIONS SATELLITE SYSTEM

The Governments Signatory to this Agreement,

Recalling the principle set forth in Resolution No 1721 (XVI) of the General Assembly of the United Nations that communications by means of satellites should be available to the nations of the world as soon as practicable on a global and non-discriminatory basis;

Desiring to maintain and develop the world-wide communications satellite system created in accordance with the Agreement establishing Interim Arrangements for a global commercial Communications Satellite System - hereinafter referred to as the Interim Agreement - and the Special Agreement, both signed in Washington on the 20th of August 1964;

Considering that the system so created and further developed will, provide expanded telecommunications services to all areas of the world and will thus contribute to economic and cultural progress on equal conditions in every part of the world and to world peace and understanding;

Determined, to this end, to provide for the benefit of all nations of the world, an efficient and economical service consistent with the best and most equitable use of the radio spectrum;

Believing that all States should have access to the world wide system and that those States so wishing should have the right to invest in the system with consequent participation in the ownership and operation of the system;

Convinced that the commercial character of the activity calls for a type of organization which will most efficiently serve this kind of activity on a world-wide basis and on equitable terms as between the participants;

Convinced also that the public functions with

regard to the maintenance, development and operation of the system should be exercised jointly by the Governments;

Agree as follows:

Article I

(a) The Parties to this Agreement shall co-operate to provide, in accordance with the principles set forth in the Preamble to this Agreement for the maintenance, improvement and operation of the space segment of the satellite system established in application of the Interim Agreement and the Special Agreement.

(b) In this Agreement the term "space segment" comprises the communications satellites and the tracking, control, command and related facilities and equipment required to support the operation of the communications satellites.

Article II

All States, irrespective of whether they are parties to this Agreement shall have access to the system as users on equal terms and conditions.

Article III

(a) The States Parties to this Agreement hereby establish the International Telecommunications Corporation, hereinafter referred to as "the Corporation", which shall own and operate the space segment in application of the Statute embodied in Annex A to this Agreement and in accordance with any other applicable provisions of this Agreement and its Annexes.

(b) A State Party to this Agreement shall either enter the Corporation as participant or designate a communications entity, public or private, to participate on its side in the Corporation.

(c) The Corporation shall, in the territory of each State Party to this Agreement, enjoy such legal capacity and be granted such freedom of activity and such protection as is necessary for the fulfilment of its purposes and the exercise of its

functions as a commercial enterprise in conformity with this Agreement and its Annexes.

(d) The Corporation shall enjoy in the territory of each State Party to this Agreement no less favourable treatment with regard to rights and obligations than if it would have been incorporated or otherwise established under the laws of that State for the purposes set forth in this Agreement and its Annexes.

(e) The Corporation shall not be subject to the control or supervision by the authorities of any State Party to this Agreement with regard to management, finances or any other internal matters or business.

(f) The Corporation shall, in the territory of each State Party to this Agreement be exempt from any taxation on its income but shall, subject to the provision under subparagraph (d) of this Article, enjoy no other special privileges or immunities.

(g) The liability of the Corporation shall not exceed the total value of its property.

Article IV

(a) The States Parties to the Interim Agreement accept, when entering this Agreement, the quotas of the initial common contribution to the capital of the Corporation set out in Annex B to this Agreement.

(b) Annex B to this Agreement shall be revised by the Organization every third year with a view to keep the quotas proportionate to the sharing of the respective States in the total utilization of the space segment.

(c) Additional Parties to this Agreement shall be assigned quotas proportionate to their estimated sharing in the total utilization of the space segment and the quotas of the other Parties to the Agreement shall be reduced accordingly in proportion to the quotas.

(d) Upon any withdrawal from this Agreement, to the extent required to account for the quota of the withdrawing State, the quotas of the remaining Parties to this Agreement shall be increased in proportion to their respective quotas.

(e) Upon decision under subparagraphs (c) and (d) of this Article Annex B to this Agreement shall be revised accordingly by the Organization.

Article V

(a) An International Telecommunications Satellite Organization, hereinafter referred to as "the Organization" is hereby established to safeguard the proper implementation of the principles underlying this Agreement and its Annexes.

(b) The Organization shall consist of an Assembly and such subordinate organs as the Assembly may at any time consider necessary; and a Secretariat.

Article VI

The functions of the Organization shall be:

(1) to adopt and issue general policy directives to be followed by the Corporation;

(2) to receive from the Corporation annual reports, programs and budgets and such other messages regarding the present and planned activity and the financial situation of the Corporation which the latter submits to the Organization;

(3) to decide on amendments to this Agreement and its Annex C and on revision of its Annex B;

(4) to approve any decision by the Corporation to amend Annex A to this Agreement;

(5) to determine the investment quotas in the Corporation of the States Parties to this Agreement which were not parties to the Interim Agreement; and to take any decision under Article IV of this Agreement;

(6) to approve the choice of type or types of space segment to be established and operated by the Corporation;

(7) to adopt and, where appropriate, amend general standards for the acceptance by the Corporation of earth stations for access to the space segment;

(8) to approve general tariff regulations and amendments thereto adopted by the Corporation to be applied for the use of the system;

(9) to approve any decision by the Corporation to raise loans;

- 5 -

(10) to elect the members of the Arbitration tribunal established in pursuance of Annex C to this Agreement;

(11) to approve any decision by the Corporation on compulsory withdrawal from it;

(12) to decide on any other matter referred to the Organization by the Corporation.

Article VII

Subject to the provisions of Article VI of this Agreement the Organization shall not have power to alter or nullify any decision taken by the Corporation or to suspend or inhibit the implementation of such decision.

Article VIII

(a) The Corporation shall submit to the Organization on a yearly basis

(1) a statement on the activity and the financial situation of the Corporation;

(2) the estimates for the following year with regard to the activity and financial situation of the Corporation;

(3) a complete list of decisions taken by the Governing body of the Corporation during the previous year.

(b) The Corporation shall also submit to the Organization any long term plans or programs for the development of the space segment and its operation adopted by the Corporation together with the necessary explanatory statements on the financial implications of the realisation of such plans or programs.

Article IX

The Corporation shall furnish to the Organization such information as may be required by any State Party to this Agreement to enable that State to discharge its responsibilities as a Member of the Organization.

In case of a dispute between a State and the Corporation with regard to the obligation of the Corporation under this Article the decision shall lie with the Organization.

Article X

(a) The Assembly shall perform the functions of the Organization. It shall be composed of one representative of each State Party to this Agreement.

(b) Regular sessions of the Assembly shall take place once every year. Extraordinary sessions shall be convened after a notice of thirty days whenever one fifth (fourth third) of the members give notice to the Secretary-General that they desire a session to be arranged and at any time of deemed necessary by the President of the Assembly (or the Secretary-General), after a notice of thirty days.

(c) Each State Party to this Agreement shall have one vote in the Assembly.

(d) A quorum for any meeting of the Assembly shall consist of representatives of a majority of the States Parties to this Agreement.

Article XI

The Assembly shall:

(a) at each regular session elect, from among the representatives of the States Parties to this Agreement, its President and two Vice-Presidents who shall hold office until the next regular session;

(b) subject to the provisions of this Agreement and its Annexes, adopt and, where appropriate, amend the rules of procedure of the Assembly and such subordinate organs as the Organization may establish;

(c) vote the budget and determine the financial arrangements of the Organization;

(d) review the expenditure and approve the accounts of the Organization;

(e) apportion the expenses of the Organization among the States Parties to this Agreement in accordance with a scale to be fixed by it.

Article XII

(a) The Assembly shall be endeavour to act unanimously; however if it fails to reach agreement it shall take decisions by a majority of the votes cast, except where otherwise provided in this Agreement and its Annexes.

(b) With respect to the following matters any decision of the Assembly must have the concurrence of two thirds of the representatives present and voting:

- (i) any matter listed under (3), (4), (6), (7) and (8) in Article VI of this Agreement;
- (ii) adoption of the rules of procedure of the Assembly and the subordinate organs and of amendments to these rules;
- (iii) change of the site of the headquarters of the Organization;
- (iv) - - -
- (v) - - -

Article XIII

(a) The Secretariat shall comprise the Secretary-General and such staff as the Organization may require. The Secretary-General shall be the Chief administrative officer of the Organization, and shall, subject to the provision of subparagraph (b) of this Article, appoint the members of the staff.

(b) The Assembly shall appoint the Secretary-General. The Assembly shall also make provision for the appointment of such other personal as may be necessary, and determine the terms and conditions of service of the Secretary-General and other personal.

(c) The appointment of the Secretary-General shall be by an absolute majority of the votes cast.

(d) The Secretariat shall maintain all such records as may be necessary for the efficient discharge of the functions of the Organization and shall prepare, collect and circulate the papers, documents, agenda, minutes and information that may be required for the work of the Assembly and such subordinate organs as the Organization

may establish.

(e) The Secretary-General shall prepare and submit to Assembly at its regular sessions the financial statements and budget estimates for each year.

(f) The Secretary-General shall keep the States Parties to this Agreement informed with respect to the activities of the Organization.

(g) The Secretary-General shall perform such other tasks as may be assigned to him by this Agreement and its Annexes, the Assembly and such subordinate organs as the Organization may establish.

Article XIV

In the performance of their duties the Secretary-General and the staff shall not seek or receive instructions from any Government or from any authority external to the Organization. They shall refrain from any action which might reflect on their position as international officials. Each State Party to this Agreement on its part undertakes to respect the exclusively international character of the responsibilities of the Secretary-General and the staff and not to seek to influence them in the discharge of their responsibilities.

Article XV

(a) The headquarters of the Organization shall be established in - - -.

(b) The Assembly and, subject to the rules which the Assembly may adopt for this purpose, the subordinate organs may hold sessions in any place other than the headquarters.

Article XVI

(a) The Organization shall enjoy in the territory of each State Party to this Agreement such legal capacity as is necessary for the fulfilment of its purposes and the exercise of its functions.

- 9 -

(b) The Organization shall enjoy in the territory of each State Party to this Agreement such privileges and immunities as are necessary for the fulfilment of its purposes and the exercise of its functions.

(c) Representatives of the States Parties to this Agreement, including alternates and advisers, and officials and employees of the Organization shall similarly enjoy such privileges and immunities as are necessary for the independent exercise of their functions in connexion with the Organization.

Article XVII

(a) Texts of proposed amendments to this Agreement and its Annexes shall be communicated by the Secretary-General to the States Parties to this Agreement at least six months in advance of their consideration by the Assembly. Twelve months after its acceptance by the Assembly each amendment shall come into force for all States Parties to this Agreement except those which, before it comes into force, make a declaration that they do not accept the amendment. The Assembly may by a two-thirds majority vote determine at the time of its adoption that an amendment is of such a nature that any State which has made such a declaration and which does not accept the amendment within a period of twelve months after the amendment comes into force shall, upon expiry of this period, cease to be a party to this Agreement.

(b) Any amendment adopted under subparagraph (a) of this Article shall be deposited with the Government of the United States of America, who will immediately forward a copy to all States Parties to this Agreement.

(c) A declaration or acceptance under subparagraph (a) of this Article shall be made by communication of an instrument to the Secretary-General for deposit with the Government of the United States of America. The Secretary-General will notify the States Parties to this Agreement of the receipt of any such instrument and of the date when the amendment enters into force.

Article XVIII

(a) Any State Party to this Agreement may withdraw from the Agreement and the Agreement shall cease to be in force for that State three months after it shall have notified the Government of the United States of America of its intention to withdraw and the latter shall inform the other Parties accordingly.

(b) The termination of the participation in the Corporation on the side of a State Party to this Agreement shall automatically effect withdrawal from this Agreement.

Article XIX

Transfer of the rights and obligations under this Agreement of one State withdrawing from the Agreement to any State Party to the Agreement is subject to the approval of the Organization.

Article XX

(a) Any dispute between States Parties to this Agreement concerning the interpretation or application of the Agreement with exception of the Annexes shall be referred for settlement to the Assembly, or shall be settled in such other manner as the parties to the dispute agree.

(b) Any legal question which cannot be settled as provided in subparagraph (a) of this Article shall be referred by the Organization to the Arbitration tribunal established in pursuance of Annex C to this Agreement for an advisory opinion.

Article XXI

(a) This Agreement shall be open at Washington for six months from - - - -, 19 - -, for signature:

(i) by the Governments of the States Parties to the Interim Agreement;

(ii) by the Government of any other State which is a member of the International Telecommunications Union.

(b) The Government of any State which is a member of the International Telecommunications Union may accede to this Agreement after it has been closed for signature.

Article XXII

This Agreement shall enter into force ninety days after the day when it has been signed without reservation as to approval or has been approved after such reservation by the Governments of the States Parties to the Interim Agreement.

Article XXIII

No reservation may be made to this Agreement except as provided in Article XIX.

Article XXIV

(a) Notifications of approval and instruments of accession shall be deposited with the Government of the United States of America.

(b) The Government of the United States of America shall notify all signatory and acceding States and the Secretary-General of signatures, reservations of approval, deposits of ratifications of approval, deposits of instruments of accession and notifications of withdrawals from this Agreement.

Article XXV

Upon entry into force of this Agreement, the Government of the United States of America shall register it with the Secretary-General of the United Nations in accordance with Article 102 of the Charter of the United Nations.

IN WITNESS WHEREOF etc. etc.

Statute
of
The International Telecommunications Satellite Corporation

Purpose of the Corporation

Article 1

The purpose of the Corporation shall be

(a) to take over, maintain, **improve** and operate the space segment of the communications satellite system established in pursuance of the Interim Agreement and the Special Agreement,

(b) to provide, via the space segment, public telecommunications services between any parts of the world on a commercial basis comprising:

- (i) telephony,
- (ii) telegraphy,
- (iii) telex,
- (iv) facsimile and data transmission,
- (v) relay of radio and television programs,

(c) to promote the development of the technology of satellite communications and the sharing of the States Parties to the Agreement and their designated Participants in the Corporation in the benefits of the advances in this field,

(d) to provide to industries in the States Parties to the Agreement the opportunity to compete on fair and equal conditions for the improvement of the system.

Participants

Article 2

Participants in the Corporation are those listed in Annex B to the Agreement.

Capital

Article 3

The initial capital of the Corporation shall be US \$, 000 000, to be contributed by the Participants in proportion

to their respective quotas, as shown in Annex B to the Agreement, causing the following assets and liabilities to be taken over by the Corporation:

- (i) all properties and rights jointly owned by and liabilities jointly incurred by the Participants, or those entities of which they may be the successors, under the Interim Agreement or the Special Agreement,
- (ii) such liabilities for which any of the Participants may be responsible on behalf or account of the Signatories to the Special Agreement under the Interim Agreement or the Special Agreement,
- (iii) cash funds to the extent required for reaching a net initial capital as set out above.

Headquarters

Article 4

The headquarters of the Corporation shall be in Washington DC.

Management

Article 5

The affairs of the Corporation shall be managed by a Governing Body and an Executive Board headed by a General Manager.

Article 6

The Governing Body shall be composed as follows: one representative from each of the Participants whose quota is not less than per cent, and one representative from any two or more Participants whose combined quotas total not less than per cent and which have agreed to be so represented.

Article 7

The Governing Body may establish such advisory subcommittees as it thinks fit.

Article 8

(a) The Executive Board shall be appointed by the Governing Body for a period to be fixed by it and shall consist of members with deputies. The Governing Body shall appoint one of the Members of the Board to serve as its Chairman in the capacity as General Manager of the Corporation. The Governing Body shall also from among the members of the Board appoint one first Vice-chairman and one second Vice-chairman.

(b) The Governing Body shall also appoint Managers and higher officials of the Corporation.

The Governing Body

Article 9

(a) Meetings of the Governing Body shall be held every third month and at such time in between as the Governing Body may from time to time determine.

(b) Special meetings of the Governing Body shall be held whenever called by the President or the General Manager. Notice of such meetings shall be given the Members not later than ten days before the meeting. The notice shall specify the business to be dealt with at the meeting.

Article 10

(a) Each Participant or group of Participants represented on the Governing Body shall have a number of votes equal to its quota, or to their combined quotas, as the case may be.

(b) A quorum for any meeting of the Governing Body shall consist of representatives having, in total, a number of votes exceeding

Article 11

The Governing Body shall endeavour to act unanimously; however if it fails to reach agreement it shall take decisions by a majority of the votes cast, except that with respect to the following matters any decision must have the concurrence of representatives whose total votes exceed:

- (i) choice of type or types of space segment to be established and operated;

- (ii) approval of budgets;
- (iii) adjustments of accounts;
- (iv) adoption of general tariff regulations and amendments thereto to be applied for the use of the system;
- (v) decisions on amendments of this Statute;
- (vi) adoption of rules of procedure of the Governing Body and of rules governing the authority, duties and activities of the different organs and officials of the corporation;
- (vii) the placing of contracts exceeding;
- (viii) decisions in matters relating to satellite launchings;
- (ix) raising of loans;
- (x) decisions relating to withdrawal.

The Executive Board

Article 12

(a) The Executive Board shall have, unless otherwise prescribed in this Statute, the same authority and duties as the Board does normally have in a Corporation.

(b) The Governing Body shall prescribe detailed rules for the Board's activities and authority.

The General Manager and Personal of the Corporation

Article 13

The General Manager shall be the Chief Executive Officer of the Corporation and shall, unless otherwise provided in this statute, have the same powers and duties as are normally held by a general manager of a corporation, in relation to the Executive Board and the personal of the Corporation and in relation to third parties. The Governing Body shall prescribe detailed rules for the authority and activities of the General Manager.

Article 14

When appointing the personal of the Corporation the Governing Body, the Executive Board or the General Manager, as the case may be, shall make any effort to achieve an organization which is as rational and efficient as possible. The appointing of high officials and technical personal shall be made with due regard also to achieving a reasonable proportion between the nationalities represented among the Participants.

Accounts and Audit

Article 15

(a) The fiscal year of the Corporation shall be from till The first fiscal year shall be

(b) The accounts of the Corporation shall be audited by Auditors, appointed by

(c) The yearly accounts of the Corporation shall be handed over to the Auditors not later than months after the end of the fiscal year. Not later than one month thereafter the Auditors' Report shall be placed before the Chairman of the Governing Body. The Chairman of the Governing Body shall call a meeting of the Body to review the Auditors' Report and to approve the final accounts. In connection with the closing of the accounts, provision shall be made for such depreciation in respect of the assets of the Corporation and for such reserves to cover special risks, which may be found necessary from a sound business viewpoint.

Contributions

Article 16

Each Participant shall pay the amount due from it under Article 3 of this Statute on the date decided by the Governing Body. Interest at the rate of six per cent per annum shall be added to any amount unpaid after that date.

Article 17

Upon payment by an acceding Participant of its contribution an amount corresponding to the consequent reduction of the quotas of the other Participants shall be transferred to the reserve fund provided for in Article 18 of this Statute when the Governing Body does not otherwise decide.

Funds

Article 18

(a) From the yearly net profit of the Corporation shall, after reduction of any amount necessary to offset any remaining loss from a foregoing year, at least per cent be held back and transferred to a reserve fund. When the fund has reached an ammount equal to per cent of the capital of the Corporation or the higher amount which the Governing Body may have determined no further reservation is needed.

(b) The reserve fund may be drawn upon only in order to offset a loss on the total activity of the Corporation which could not be covered by recourse to other means set aside for future disposal.

(c) Notwithstanding the fact that the reserve fund totals the amount determined in sub-paragraph (c) in this Article reservations shall continue when the liabilities of the Corporation exceed its capital and the **reserve fund together**.

(d) The Governing Body may decide to establish such other funds as it deems useful for the efficient conduct of the Corporation's business and lay down the necessary rules for the use of such funds.

(e) In no case may the Participants be required to contribute to the funds of the Corporation with other means than the net profit of the Corporation if not otherwise provided in this Statute.

Dividends

Article 19

(a) The Governing Body shall decide if and to what extent dividends shall be paid to the Participants.

(b) Dividends are paid in proportion to the quotas held by the respective Participants.

(c) Dividends may not be paid out as long as the total amount of the Corporation's capital and the reserve fund does not exceed the total amount of its liabilities.

Loans

Article 20

[The authority of the Corporation to raise loans whether from the States Parties to the Agreement or on the market should be determined in the Statute.]

Contracts

Article 21

In considering contracts and in exercising their other functions the Corporation shall be guided by the need to design, develop and procure the best equipment and services at the best price for the most efficient conduct and operation of the space segment. When proposals or tenders are determined to be comparable on terms of quality, c.i.f. price and timely performance the Corporation shall seek to ensure that equipment is designed, developed and procured in the States Parties to the Agreement in approximate proportion to their quotas according to Annex B; provided that such design development and procurement are not contrary to the joint interest of the said States. The Corporation shall also seek to ensure that the foregoing principles are applied with respect to major sub-contracts to the extent that this can be accomplished without impairing the prime contractor for the performance of the work under the contract.

Article 22

All contracts placed by the Corporation or on its behalf relating to design, development and procurement of equipment for the space segment shall, except as otherwise provided in the Agreement as by the Organization, as the case may be, be based on responses to appropriate requests for quotation or invitation to tender from among persons and organizations qualified to perform the work under the proposed contract.

Article 23

(a) Except as otherwise provided by the Governing Body all contracts and sub-contracts placed for design, development and procurement of equipment for the space segment shall contain appropriate provisions to the effect that

all inventions, technical data and information arising directly from any work performed under such contracts shall be disclosed to the Corporation and may be used in the design development, manufacture and use of equipment and components for the space segment established under the Agreement without payment of royalties by each Participant or the Government which has designated the Participant or any person on the jurisdiction of such Government.

(b) Except as the Governing Body may otherwise determine the Corporation shall endeavour to have included in all contracts placed for design and development appropriate provisions which will ensure that inventions, technical data and information owned by the contractor and its sub-contractors which are directly incorporated in work performed under such contracts, may be used on fair and reasonable terms by each Participant or the Government which has designated the Participant or by any person in the jurisdiction of such Government, provided that such use is necessary and to the extent it is necessary to use such inventions, technical data and information for the exercise of the right to use under sub-paragraph (a) of this Article.

Article 24

All contracts exceeding - - - - shall be decided by the Governing Body.

Tariffs

Article 25

(a) The Corporation shall specify the unit of satellite utilization and from time to time shall establish the rate of charge per unit at a level which, as a general rule, shall be sufficient, on the basis of the estimated total use of the space segment, to cover

amortization of the capital cost of the space segment, an adequate compensation for use of capital, and the estimated operating, maintenance and administration costs of the space segment.

(b) The Corporation shall on the basis of the provision in sub-paragraph (a) of this Article, adopt general tariff regulations to be applied without discrimination to all users of the space segment whether they are Participant or not. Such general regulation shall be submitted to the Organization for approval.

Suspension of rights

Article 26

(a) If a Participant has not made a payment due from him to the Corporation under the Agreement as this Statute or in accordance with decision of the Arbitral tribunal within three months of its becoming due, the rights of the Participant under the Agreement and this Statute may be suspended by decision of the Governing Body.

(b) A decision of suspension shall cease to be in force upon payment by the suspended Participant or on its behalf of the entire amount due from it.

Withdrawals

Article 27

(a) A Participant may withdraw from the Corporation three months after notification of its intention to withdraw to the Governing Body.

(b) Withdrawal from the Agreement by a State Party to it shall automatically effect withdrawal from the Corporation by the Participant designated by that State.

(c) Not less than three months after the rights of a Participant have been suspended pursuant to Article 27 of this Statute and if all sums due have not meanwhile been paid by the Participant or on its behalf, the Governing Body, having taken into account any statement of that Participant, may decide that the Participant is deemed to have withdrawn from the Corporation.

(d) A decision pursuant to subparagraph (c) of this Article shall not have effect until it has been approved by the Organization.

Article 28

(a) Subject to the provision of subparagraph (c) of this Article a withdrawing Participant shall have forfeited its contribution to the Corporation's capital and its share in any other assets of the Corporation and shall pay all sums already due from it under the Agreement and this Statute. The shares of the remaining Participants shall be increased pro rata so as to account for the share of the withdrawing Participant in conformity with the respective quotas as revised by the Organization.

(b) In case of withdrawal as a consequence of the Agreement ceasing, pursuant to its Article XVII subparagraph (a), to be in force for the State which has designated the Participant, the latter shall have the right to have its share in the Corporation reimbursed. Such reimbursement shall be immediately accounted for by additional contributions of the remaining Participants in conformity with the respective quotas as revised by the Organization.

Amendments

Article 29

(a) Each Participant may propose to amend this Statute. Such proposal shall be communicated to the Chairman of the Governing Body who shall put it on the agenda of the meeting of the Governing Body which follows after the lapse of one month following the receipt of the proposal.

(b) The Governing Body shall decide on the amendment. If the Participant who has proposed the amendment is not a member of the Governing Body it shall be invited to attend any meeting of the Body at which the proposal is treated, with the right to take part in the deliberations but with no right to vote.

(c) Any amendment, including the increase of the capital of the Corporation, adopted by the Governing Body shall immediately be submitted to the Organization for approval.

Settlement of Disputes

Article 30

Any dispute between Participants or between one or more Participants and the Corporation regarding the interpretation or application of the Agreement and this Statute shall, if not otherwise settled between the parties, be submitted for decision of the Arbitration tribunal established in pursuance of Annex C to the Agreement at the request of either party to the dispute.

* * *

List of Participants on
The International Telecommunications Corporation

Country

Name of Participant

Quota

(To be drafted)

* * *

Statute
of
The Arbitration Tribunal

This Statute should contain i.a. rules relating to:

Composition
Election of members
Competence
Procedure
Judgements, their binding force and
exegibility
Secretariat
Costs

* * *



PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR
THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE CONSORTIUM

Washington, D.C., February - March 1969

Doc. 10
February 28, 1969

WORKING DOCUMENT SUBMITTED BY THE DELEGATION
OF THE UNITED STATES

The Government of the United States submits herewith, as a working document of the Conference, a set of draft agreements. This working document is submitted for several reasons. First it is our purpose to present in a coherent and inclusive manner our general views with regard to definitive arrangements. Such a presentation of United States views has been informally suggested and requested by a number of delegations. In addition, we hope that this document will serve as a useful reference tool to the delegates in their deliberations on the many and complex issues to be dealt with by this Conference.

These draft Agreements have been annotated with references to the Report of the Interim Communications Satellite Committee on definitive arrangements for an International Global Communications Satellite System (ICSC-36-58E), to the existing INTELSAT Agreements, to each other, and, in exceptional cases, to outside sources.

These annotations are intended solely as an aid in locating relevant portions of the documents referred to and are not presented as an exhaustive list of portions identical, similar, or contrary to the annotated section.

The symbols U, SM, M, SS, S and P after paragraph numbers refer to views of the ICSC on the paragraphs and mean "unanimous", "substantial majority", "majority", "substantial support", "support", and "proposal" respectively.

Revisions of Document 10 consequential to replacement of
Article VII of Document 10:

Delete item (ii) in Article IV (d).

Add to Article IV (d) as two new items:

- () confirm the Board of Governors' appointment
or dismissal of the Secretary General;
- () act upon any proposed changes in the management
arrangements submitted, pursuant to Article _____
of this Agreement, by the Board of Governors.

Delete Article V (b) which is replaced by the second of the
new articles.

(b)* The Board of Governors shall conclude a contract with the Corporation for a fixed term of 7 years under which the Corporation shall provide the management services associated with the design, development, construction, establishment, operation, and maintenance of the INTELSAT space segment, including those services listed in Annex B to this Agreement. This contract may be continued in effect beyond such fixed term by the Board of Governors upon mutual agreement of the parties thereto pending the implementation of any management arrangement recommended pursuant to paragraph (c) of this Article.

(c)* Prior to the expiration of the contract with the Corporation, the Board of Governors shall render a report to the Assembly containing its recommendations with respect to the management of INTELSAT. The Board of Governors is authorized to implement any management arrangement which it recommends to the Assembly and which is approved by the Assembly. Any such arrangement shall enter into force no sooner than the expiration of the contract concluded pursuant to paragraph (b) of this Article.

ARTICLE XI —

(a)* Upon entry into force of this Agreement and the Operating Agreement, the management of the design, development, construction, establishment, operation and maintenance of the INTELSAT space segment shall be continued by the Communications Satellite Corporation, incorporated under the laws of the District of Columbia, herein referred to as "the Corporation", pursuant to the same terms and conditions which were applicable under the Interim and Special Agreements, until such times as

- (i) the Board of Governors determines pursuant to Article X(d) of this Agreement that the Secretariat is prepared to assume responsibility for performance of the functions set forth in Annex A at which time the Corporation shall be relieved of its responsibility for those functions, and ✓
- (ii) the entry into force of the contract concluded between the Board of Governors and the Corporation pursuant to paragraph (b) of this Article at which time the responsibility of the Corporation for performance of the functions set forth in Annex B* shall be carried out pursuant to the terms and conditions of such contract. Entry into force of such contract prior to the determination of the Board of Governors pursuant to Article X(d) shall not affect the responsibility of the Corporation with respect to performance of the functions set forth in Annex A of this Agreement until such determination is made. ✓

* The United States Delegation could accept Annex B to PC/9, subject to editorial review, as this annex. ✓

(d) The Secretariat shall be responsible for the performance of the functions set forth in Annex A^{*} to this Agreement. The Board of Governors shall determine when the Secretariat is prepared to assume responsibility for performance of its functions. Until this determination is made, the Communications Satellite Corporation shall continue to perform such functions pursuant to Article XI of this Agreement.

Delegation
* The United States / could accept Annex A to PC/9,
subject to editorial review, as this annex.

New articles to replace Article VII of Document 10:

ARTICLE ~~VI~~

(a) The Secretariat shall be composed of a Secretary-General assisted by a staff whose size shall be determined by the Board of Governors.

(b) The Secretary-General shall be appointed by and be responsible to the Board of Governors.

The staff of the Secretariat shall be appointed by the Secretary-General pursuant to policies established by the Board of Governors provided, however, that the Board of Governors shall concur in appointments to fill those senior staff positions which it designates.

(c) The paramount consideration in the employment of the Secretary-General and the staff of the Secretariat, and in the determination of the conditions of service, shall be the necessity of ensuring the highest standards of efficiency, competence, and integrity. In the performance of their duties the Secretary-General and the staff shall refrain from any action incompatible with their responsibilities to INTELSAT.

New article.

Proposed additional articles to be given to the Chairman by
the United States Delegation.

USDEL:WKM:rp 7/10/69

- 1 -

Proposed Intergovernmental Agreement

AGREEMENT ESTABLISHING DEFINITIVE ARRANGEMENTS FOR A
GLOBAL COMMERCIAL COMMUNICATIONS SATELLITE SYSTEM

PREAMBLE 1/

The Governments party to this Agreement

Noting that pursuant to the Agreement Establishing Interim Arrangements for a Global Commercial Communications Satellite System and the related Special Agreement, both of which entered into force on August 20, 1964, an operational global commercial communications satellite system (hereinafter referred to as the "global satellite system") has been established by the International Telecommunications Satellite Consortium (INTELSAT); 2/

Desiring to continue the development and improvement of the single global satellite system as part of an improved global communications network which will provide expanded communications services to all areas of the world and which will contribute to world peace and understanding; 3/

Determined, to this end to provide, for the benefit of all nations and areas of the world, through the most advanced technology available,

1/ The Preamble is primarily a restatement of the principles contained in the preamble to the Interim Agreement. Two new paragraphs have been added.

2/ New

3/ Restatement of Interim Agreement preambular paragraph 2. See also: ICSC-36-58E, paragraphs 181(SM) and 183(M).

the most efficient and economical facilities possible consistent with the best and most equitable use of the radio spectrum and of orbital space; 4/

Believing that satellite communications should be organized in such a way as to permit all nations and areas of the world to have access to the global satellite system and those States so wishing to invest in the system with consequent participation in the design, development, construction, provision of equipment, establishment, operation, maintenance and ownership of the system; 5/

Recalling the principle set forth in Resolution No. 1721 (XVI) of the General Assembly of the United Nations that communications by means of satellites should be available to the nations of the world as soon as practicable on a global and non-discriminatory basis; 6/

Recalling the 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; 7/

Agree as follows:

4/ Restatement of Interim Agreement preambular paragraph 3. See also: ICSC-36-58E, paragraphs 181(SM), 183(M), 168(U), and 175(SM).

5/ Restatement of Interim Agreement preambular paragraph 4. See also: ICSC-36-58E, paragraphs 181(SM) and 174(SM).

6/ Interim Agreement preambular paragraph 1. See also: ICSC-36-58E, paragraph 181(SM).

7/ New.

ARTICLE I 1/

In this Agreement:

(a) "Interim Agreement" means the Agreement Establishing Interim Arrangements for a Global Commercial Communications Satellite System, done at Washington, D.C., concluded by Governments, and which entered into force on August 20, 1964. 2/

(b) "Special Agreement" means the Agreement among Governments and entities designated by Governments which was concluded and signed pursuant to provisions of the Interim Agreement and which entered into force on August 20, 1964. 3/

(c) "Design" and "development" include research. 4/

(d) The "Operating Agreement" means the Agreement signed by Governments party to this Agreement or by the communications entities designated by such Governments pursuant to Article III of this Agreement. 5/

(e) "Party" means a Government for which this Agreement is definitively or provisionally in force. 6/

1/ Article I defines terms used throughout the Agreement.

2/ ICSC-36-58E, paragraph 146.

3/ ICSC-36-58E, paragraph 147.

4/ Interim Agreement, Article I(b)(ii); Special Agreement, Article 1(d).

5/ New. See ICSC-36-58E, paragraph 152.

6/ ICSC-36-58E, paragraph 153.

(f) "Signatory" means a Government, or the communications entity designated by a Government party to this Agreement, which has signed the Operating Agreement. 7/

(g) "Space segment" means the communications satellites, and the tracking, command, control, monitoring and related facilities and equipment required to support the operation of the communications satellites. 8/

(h) "INTELSAT space segment" means that space segment which is owned in undivided shares by the Signatories in accordance with this Agreement and the Operating Agreement and shall include that space segment which was owned by the signatories to the Special Agreement. 9/

(i) "INTELSAT property and assets" means the property and assets, including the INTELSAT space segment, owned by the Signatories in undivided shares. 10/

(j) "Telecommunications" means any transmission, emission, or reception of signs, signals, writings, images and sound or intelligence of any nature which can be provided by satellites and shall in no case be interpreted as implying any limitation upon the types of telecommunications services for which INTELSAT may provide space segment facilities. 11/

7/ Special Agreement, Article 1(f); ICSC-36-58E, paragraph 154.

8/ Interim Agreement, Article I(b)(i). See also ICSC-36-58E, paragraph 157.

9/ New. See ICSC-36-58E, paragraph 157.

10/ New. See ICSC-36-58E, paragraphs 518(SM) and 519(S).

11/ New. See International Telecommunication Convention, Montreux, 1965, Annex 2, which defines "telecommunication" as: "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."

(k) "Public telecommunications services" includes public services, fixed and mobile, which can be provided by satellite such as telephony, telegraphy, telex, facsimile and data transmission, relay of radio and television programs, and leased circuits for any of these purposes. 12/

(l) "Specialized telecommunications services" includes services other than public telecommunications services which can be provided by satellite such as, but not limited to, aeronautical, maritime, radio-navigation, space research, and broadcasting services. 13/

(m) "Domestic telecommunications services" means telecommunications among and between places under the jurisdiction of a single State. 14/

(n) "International telecommunications services" means all telecommunications services other than domestic telecommunications services. 15/

(o) "Investment share" means the percentage of ownership in the INTELSAT space segment of a Signatory as determined pursuant to Article 4 of the Operating Agreement. 16/

12/ ICSC-36-58E, paragraph 159.

13/ ICSC-36-58E, paragraph 160.

14/ See ICSC-36-58E, paragraph 161.

15/ New.

16/ New.

ARTICLE II 1/

(a) The Parties shall cooperate in providing, in accordance with the principles set forth in the Preamble to this Agreement, for the design, development, construction, establishment, operation, and maintenance of the INTELSAT space segment and such other space segments as may be provided by INTELSAT pursuant to this Agreement and the Operating Agreement. 2/

(b) The Parties agree that all of the rights and obligations of the signatories to the Special Agreement created under the Interim Agreement and the Special Agreement and outstanding on the date of entry into force of this Agreement and the Operating Agreement shall be assumed by the Signatories to the Operating Agreement under the terms and conditions set forth in the Operating Agreement. Effective as of the date the Operating Agreement enters into force, the Signatories in accordance with the provisions of the Operating Agreement, shall own the INTELSAT space segment in undivided shares in proportion to their respective investment shares in the INTELSAT space segment. 3/

1/ This Article states in general terms the decision of the Parties to continue the operation of INTELSAT and lays down the principle that the rights and obligations of signatories of the Special Agreement pass to Signatories of the Operating Agreement.

2/ Interim Agreement, Article I(a). See also ICSC-36-58E, paragraph 190(U).

3/ ICSC-36-58E, paragraph 518(SM).

ARTICLE III ^{1/}

(a) Each Party shall sign, or shall designate a communications entity, public or private, to sign, the Operating Agreement which shall be concluded further to this Agreement and which shall be opened for signature at the same time as this Agreement.^{2/} Relations between any Signatory and the Party which has designated it shall be governed by the applicable domestic law.^{3/}

(b) The Parties contemplate that administrations and communications carriers will, subject to the requirements of their applicable domestic law, negotiate and enter directly into such traffic agreements as may be appropriate with respect to their use of channels of communication provided pursuant to this Agreement and the Operating Agreement, services to be furnished to the public, facilities, divisions of revenues and related business arrangements.^{4/}

^{1/} This Article provides that the definitive arrangements will be in two agreements and obligates a Party to the Agreement to sign or designate a Signatory to the Operating Agreement. The Article also describes the general expectation that administrations and communications carriers will handle directly the matters mentioned.

^{2/} Interim Agreement, Article II(a); ICSC-36-58E, paragraphs 570(SM) and 574(U).

^{3/} Interim Agreement, Article II(a).

^{4/} Interim Agreement, Article II(b).

ARTICLE IV ^{1/}

(a) An Assembly is hereby established ^{2/} which shall be composed of one representative from each Party or its Signatory, as determined by each Party prior to each meeting of the Assembly. ^{3/} The Assembly shall meet at least annually [every two years] and may be convened in special meeting at any time by the Chairman of the Board of Governors upon a recommendation of the Board of Governors. ^{4/} The first meeting of the Assembly shall commence within one year after this Agreement and the Operating Agreement enter into force. The date of subsequent meetings not convened by the Chairman of the Board of Governors shall be determined by the Assembly. The meetings of the Assembly shall take place at the headquarters of INTELSAT unless otherwise determined by the Assembly.

(b) The Assembly shall elect a President and such other officers as may be required at the beginning of each meeting, and they shall hold office for the duration of the meeting. The Assembly shall adopt its own rules of procedure.

(c) A quorum in the Assembly shall consist of a majority of the representatives which includes representatives or Signatories which, or of Parties the Signatories of which have at least two-thirds of the investment shares in the INTELSAT space segment. Decisions and recommendations shall be

^{1/} This Article provides for an Assembly of representatives of Parties or Signatories to meet periodically, and provides for Assembly election of officers, voting and quorum requirements, and functions.

^{2/} ICSC-36-58E, paragraph 244(U).

^{3/} ICSC-36-58E, paragraph 247(M).

^{4/} ICSC-36-58E, paragraph 316(SS).

made in the Assembly by a majority of the representatives present and voting, which includes representatives of Signatories which, or Parties the Signatories of which, have investment shares in the space segment equal to two-thirds of the investment shares of all Signatories and Parties whose representatives are present and voting. 5/

(d) The Assembly shall:

- (i) If the Assembly deems advisable, select at its first meeting more than one year after this Agreement enters into force and at appropriate meetings thereafter, not more than three representatives to serve on the Board of Governors from among Signatories not otherwise represented thereon, 6/ provided that the Assembly shall make no such selection if, at the commencement of the meeting, the Board of Governors consists of 20 or more representatives. 7/ Representatives selected hereunder shall serve for one [two] year from the date of selection and thereafter until a new selection is made hereunder or until the Board of Governors consists of 20 representatives without regard to representatives selected hereunder, whichever first occurs. In making selections hereunder, the Assembly shall consider the use by the Signatories of the INTELSAT space segment and the geographic composition of the Board of Governors.
- (ii) Consider and act on any recommendation made by the Board of Governors to the Assembly concerning the Manager pursuant to Article V(b). 8/
- (iii) Consider and act at its next subsequent meeting on any recommendations made by the Board of Governors to the Assembly concerning an increase in the limit of the net contribution set forth in Article IX of this Agreement. 9/
- (iv) Consider and act on recommendations made by the Board of Governors to the Assembly of proposed amendments to the Operating Agreement. 10/

5/ ICSC-36-58E, paragraph 314(P).

6/ ICSC-36-58E, paragraph 300(SS).

7/ ICSC-36-58E, paragraph 350(SM). See also paragraphs 351(SS), 352(S), 354(P) and 355(P).

8/ See ICSC-36-58E, paragraphs 305(S), 461(SS).

9/ ICSC-36-58E, paragraph 304(S).

10/ ICSC-36-58E, paragraph 301(SS).

- (v) Consider proposed amendments to this Agreement and recommend whether a Conference of Parties shall be convened in accordance with Article XIV of this Agreement. 11/
- (vi) Consider an annual (biennial) report from the Board of Governors concerning the activities and performance of the Board of Governors and the Manager during the preceding (two) year and the plans and programs of the Board of Governors for the future. 12/
- (vii) Consider such other reports as may be submitted to the Assembly by the Board of Governors. 12/
- (viii) Consider and act on a recommendation by the Board of Governors to this Assembly that a Party shall be deemed to have withdrawn from this Agreement for failure to comply with the obligations thereunder. 13/

Any modification proposed by the Assembly to a recommendation of the Board of Governors shall be referred to the Board of Governors for its consideration and appropriate action. If the Board of Governors approves the recommendation as modified by the Assembly, such recommendation may be implemented without further action by the Assembly.

11/ See ICSC-36-58E, paragraph 307(S).

12/ ICSC-36-58E, paragraph 295(M).

13/ ICSC-36-58E, paragraph 296(M).

ARTICLE V 1/

(a) A Board of Governors is hereby established 2/ to give effect to this Agreement and the Operating Agreement. 3/ The Board of Governors shall have responsibility for the design, development, construction, establishment, operation and maintenance of the INTELSAT space segment and for any other activities which are undertaken by INTELSAT pursuant to authority contained in this Agreement and the Operating Agreement. 4/ The Board of Governors shall have the powers and shall exercise the functions set forth in this Agreement and the Operating Agreement. 5/ The powers of the Board of Governors shall include, but not be limited to, the following:

- (i) Adopting policies, plans and programs in connection with the design, development, construction, establishment, operation or maintenance of the INTELSAT space segment and, as appropriate, in connection with any other activities which INTELSAT is authorized to undertake.
- (ii) Adopting procurement policies, regulations and procedures and approving procurement contracts in excess of an amount specified by the Board of Governors. 6/
- (iii) Adopting procedures for determination of annual and other adjustments of the investment shares. 7/

1/ This Article provides for a Board of Governors of INTELSAT, with responsibility for the INTELSAT space segment and other authorized INTELSAT activities. The general provision is followed by a partial list of particular powers of the Board of Governors.

2/ ICSC-36-58E, paragraph 244(U).

3/ ICSC-36-58E, paragraph 369(U).

4/ ICSC-36-58E, paragraph 370(U).

5/ Interim Agreement, Article IV(a).

6/ ICSC-36-58E, paragraph 373(U).

7/ ICSC-36-58E, paragraph 375(U).

- (iv) Adopting financial policies and approving budgets by major categories. 8/
- (v) Adopting policies and procedures for the acquisition, protection and distribution of rights in inventions and data consistent with Article 8 of the Operating Agreement. 9/
- (vi) Adopting criteria and procedures for approval of earth stations for access to the INTELSAT space segment, for verification and monitoring of performance characteristics of earth stations having access, and for coordination of such earth station access to and use of the INTELSAT space segment. 10/
- (vii) Adopting terms and conditions governing the allotment of INTELSAT space segment capacity.
- (viii) Taking such actions as may be appropriate in accordance with the provisions of Article IX with respect to the increase of the net contribution. 11/

(b) The Board of Governors shall enter into a fixed term contract with the Manager and at the termination of any contract period enter into a further contract with the then existing Manager or make recommendations to the Assembly for the substitution of a new specifically named entity to perform the functions of the Manager. 12/

(c) The Board of Governors may, if and when it deems appropriate, establish relationships with other organizations.

8/ See Interim Agreement, Article V(c)(iii).

9/ See Special Agreement, Article 10(f) and (g).

10/ ICSC-36-58E, paragraphs 376(U), 377(U), and 378(U).

11/ See Interim Agreement, Article VI(b).

12. ICSC-36-58E, paragraph 461(SS).

ARTICLE VI 1/

(a) The Board of Governors shall be composed of

- (i) one representative from each Signatory 2/ whose investment share is not less than _____ percent of all investment shares in the INTELSAT space segment. 3/
- (ii) one representative from each of any two or more Signatories who have agreed to combine in order to be represented and whose combined investment shares in the INTELSAT space segment are not less than _____ percent of all such shares. 4/
- (iii) one representative from each of any five or more Signatories who have agreed to combine in order to be represented, 5/ and
- (iv) such representatives as may be selected by the Assembly pursuant to Article IV(d)(i). 6/

Signatories may combine for representation under (ii) and (iii) of this paragraph at any time. No Signatory shall be represented under more than one of the foregoing categories.

(b) For purposes of determining representation and voting on the Board of Governors, an adjustment of investment shares will be effective thirty days after it has been made pursuant to Article 4 of the Operating Agreement.

1/ This Article provides for the representation of Signatories on the Board of Governors as well as a system of weighted voting, a quorum requirement, election of officers and other matters relating to the functioning of the Board of Governors.

2/ ICSC-36-58E, paragraph 346(M).

3/ ICSC-36-58E, paragraph 357(U). See also Interim Agreement, Article IV(b).

4/ ICSC-36-58E, paragraph 357(U). See also Interim Agreement, Article IV(b).

5/ ICSC-36-58E, paragraph 361(S).

6/ See ICSC-36-58E, paragraph 358(M).

(c) Each representative of a Signatory or group of Signatories shall have a vote equal to the total investment share of the Signatory or group of Signatories he represents. 7/ Each representative shall cast his entire vote in the same way on any question or shall abstain from voting his entire vote. If the representative of any Signatory or group of Signatories shall have more than 50 percent of the vote of all Signatories and groups of Signatories entitled to be represented in the Board of Governors he shall cast no more than the vote which is equal to 50 percent of the total vote of all Signatories and groups of Signatories entitled to be represented in the Board of Governors. 8/

(d) The Board of Governors shall endeavor to act unanimously; 9/ however, if it fails to reach unanimous agreement, its decisions and recommendations shall be made by the concurrence of representatives whose total vote, out of the votes of all Signatories and groups of Signatories entitled to be represented in the Board of Governors, equals at least a

(i) majority of the investment shares of such Signatories and groups in the case of procedural questions; 10/

(ii) two-thirds majority of the investment shares of such Signatories and groups in the case of substantive questions. 11/

(e) Any dispute whether a particular question is procedural or substantive shall be decided by the Chairman of the Board of Governors. Any such decision of the Chairman may be overruled by a majority of representatives present and voting, each representative having one vote.

7/ See ICSC-36-58E, paragraphs 393(SM) and 399(S) and Interim Agreement, Article V(a).

8/ ICSC-36-58E, paragraph 410(SS).

9/ ICSC-36-58E, paragraph 403(U); Interim Agreement Article V(c).

10/ See ICSC-36-58E, paragraph 423(SM).

11/ ICSC-36-58E, paragraph 419(M). See also Interim Agreement, Article V(c).

(f) The first meeting of the Board of Governors shall be convened by the Chairman of the Interim Communications Satellite Committee within sixty days from the date this Agreement and the Operating Agreement enter into force.

(g) A quorum in the Board of Governors shall consist of representatives having at least two-thirds of the vote of all Signatories and groups of Signatories entitled to be represented in the Board of Governors. 12/

(h) The Board of Governors shall adopt its own rules of procedure, which shall include the method for selection of a Chairman and such other officers as may be required and the duration of their tenure. Notwithstanding the provisions of paragraph (d) of this Article, such rules may provide any method of voting in the election of officers as the Board of Governors deems appropriate.

(i) In the performance of its responsibilities under this Agreement and the Operating Agreement, the Board of Governors shall be assisted by such advisory committees as it deems appropriate. 13/

12/ See Interim Agreement, Article V(b).

13/ Interim Agreement, Article IV(d).

ARTICLE VII 1/, 2/

The Communications Satellite Corporation shall act as the Manager of INTELSAT, 3/ subject to replacement as provided in Article V(b). 4/ The Board of Governors shall conclude a contract with the Manager setting forth the terms and conditions under which the Manager will perform its functions. 5/ The contract shall provide for inclusion on the Manager's staff of qualified personnel from States Party to this Agreement. Pursuant to general policies of the Board of Governors and to specific determinations it may make, the activities of the Manager shall include, but not be limited to: 6/

- (i) Development, design, construction, establishment, operation and maintenance of the INTELSAT space segment.
- (ii) Development, design, construction, establishment, operation and maintenance of the space segment of other telecommunications facilities which may be provided by INTELSAT pursuant to this Agreement.
- (iii) Providing for the administrative and other operating requirements of INTELSAT, including its financial management.

1/ This Article provides for INTELSAT to be managed by a Manager, under a written contract with the Board of Governors, and under the Board of Governors' direction. Subject to replacement, COMSAT is named as Manager. The Manager's range of activities is generally described and there is a specific provision for including qualified nationals of Parties on the Manager's staff.

2/ See Interim Agreement, Article VIII.

3/ ICSC-36-58E, paragraphs 444(P) and 451(S).

4/ ICSC-36-58E, paragraph 461(SS).

5/ ICSC-36-58E, paragraph 476(SS).

6/ See ICSC-36-58E, paragraphs 465-474.

ARTICLE VIII 1/

(a) The primary objective of the Parties to this Agreement is to provide for the design, development, construction, establishment, operation and maintenance of the space segment to meet international public telecommunications services requirements, 2/ and the Parties and the Signatories agree that the space segment utilized to meet these requirements shall be the space segment provided by INTELSAT. The Parties and Signatories further agree that they shall not establish, or join in the establishment of, or use, any space segment other than the INTELSAT space segment to meet international public telecommunications services requirements. 3/

(b) To the extent any Signatory, Party or any person within the jurisdiction of a Party establishes or otherwise acquires space segment facilities separate from the INTELSAT space segment to meet its domestic public or specialized telecommunications services requirements or international specialized telecommunications services requirements, the Parties and Signatories agree that the establishment, acquisition and operation of any such facilities will be subject to prior determination by the Board of Governors that:

- (i) They will be consistent with the use of the radio spectrum and orbital space by the existing or planned INTELSAT space segment,
- (ii) The mechanisms and techniques for control of such space segment facilities will be adequate, and

1/ This Article describes the scope of activities INTELSAT is authorized to engage in and contains the agreement of the parties in respect to the establishment and use of a space segment other than that provided by INTELSAT.

2/ ICSC-36-58E, paragraphs 166(U), 195(U). See Interim Agreement, Article I.

3/ ICSC-36-58E, paragraph 600(M).

- (iii) The radiation emitted from such space segment facilities will not cause harmful interference.⁴

(c) The Board of Governors is authorized to provide to any Signatory INTELSAT space segment facilities to meet the domestic public or specialized telecommunications services requirements or international specialized telecommunications services requirements of that Signatory, the Party designating that Signatory or any person within the jurisdiction of that Party under mutually agreeable terms and conditions.⁵ The Board of Governors is also authorized to provide non-INTELSAT space segment facilities to meet the domestic public or specialized telecommunications services requirements or international specialized telecommunications services requirements of a Signatory, a Party or any person within the jurisdiction of a Party under mutually agreeable terms and conditions. Such non-INTELSAT space segment facilities shall be financed and owned by and may be designed, developed and constructed in accordance with specifications provided by the entity so requesting.⁶

(d) The Board of Governors is authorized to provide capacity in the INTELSAT space segment for domestic and international telecommunications services requirements of non-Party States and authorities having earth stations, or communications entities, public or private, designated by them, upon terms and conditions similar to those upon which such services are provided to Parties or Signatories, provided that, in establishing charges for such service, appropriate allowance shall be made for the fact that such States, authorities, or communications entities have not borne any portion of the cost of establishing the INTELSAT space segment.⁷ The Board of

⁴ See ICSC-36-58E, paragraph 610(SM), 611(SS), 614(M), 616(SS), 617(S), 216(M), 217(M), 221(SS) and 222(SS).

⁵ ICSC-36-58E, paragraphs 209(SM) and 200(S).

⁶ See ICSC-36-58E, paragraphs 213(SM) and 200(S).

⁷ ICSC-36-58E, paragraph 555(SS). See ICSC-36-58E, paragraph 554(U) and 556(P).

Governors may also, under appropriate terms and conditions, provide a separate satellite or satellites to meet the domestic public or specialized telecommunications services requirements or international specialized telecommunications services requirements of such States, authorities, or communications entities.

(e) Nothing in this Agreement shall affect the right of a Party to establish satellites solely for national security purposes.⁸

(f) To the extent required by this Agreement the Parties agree to have the satellite telecommunications services requirements of the Parties and Signatories fulfilled in accordance with the provisions of this Agreement. Upon the breach of any obligation under this Article by a Signatory or Party which has not been remedied within three months from the date of notification of breach by the Board of Governors to the Signatory or the Party in question, the rights of the Signatory or of the Signatory designated by that Party shall be suspended. After three months from the date of such suspension, the Board of Governors may recommend to the Assembly that the Party which designated the Signatory or the Party be deemed to have withdrawn from this Agreement, pursuant to Article IV(d)(viii). Upon approval by the Assembly of such a recommendation, this Agreement shall cease to be in force for such Party. Withdrawal of the Signatory of such Party from the Operating Agreement shall thereupon be automatically effected subject to the condition provided in Article XII(c).⁹

⁸ ICSC-36-58E, paragraph 620(SS).

⁹ See Special Agreement, Article 4(d) and Interim Agreement Article XI(b) and (c), ICSC-36-58E, paragraph 625(SM).

ARTICLE IX 1/, 2/

(a) Except as otherwise provided in this Article, the net contribution in the INTELSAT space segment shall not exceed U.S. \$300,000,000.

(b) Net contribution, as used in paragraph (a), shall include the cumulative cash contributions made by the signatories of the Special Agreement pursuant to Article 4 of that Agreement and by Signatories to the Operating Agreement pursuant to Article 3 of that Agreement, less the cumulative amount of depreciation recorded in the INTELSAT accounts commencing August 20, 1964.

(c) The Board of Governors may recommend that the net contribution should be increased above U.S. \$300,000,000 and, if so, in what amount. Such recommendation shall be referred to the Assembly for consideration at its next meeting or at a special meeting convened by the Chairman of the Board of Governors pursuant to the provisions of Article IV hereof. Such recommendation for an increase shall become effective when approved by the Assembly.

1/ This Article provides for a limit to the net contribution of Signatories and a method for raising that limit.

2/ See Interim Agreement, Article VI(a) and (b).

ARTICLE X¹

The Board of Governors shall endeavor to insure that all contracts are awarded on the basis of the best quality, best price and timely performance. The Board of Governors shall endeavor to insure the widest practicable international participation in contracts and subcontracts consistent with the foregoing principle. 2, 3

¹ The Article establishes basic procurement policy.

² ICSC-36-58E, paragraphs 536(SM) and 541(SM).

³ See Interim Agreement, Article X.

ARTICLE XI¹

(a) This Agreement shall be open for signature for six months from

_____, 1969 in Washington by:

(i) the Government of any State which is a Party to the Interim Agreement;

(ii) the Government of any other State which is a member of the International Telecommunication Union.²

(b) The Government of any State referred to in paragraph (a) of this Article may accede to this Agreement after it is closed for signature. The financial conditions under which the Signatory of a Government acceding to this Agreement shall sign the Operating Agreement shall be determined by the Board of Governors.

(c) This Agreement shall enter into force on the date on which it has been signed without reservation as to approval, or has been approved after such reservation, by two-thirds of the parties to the Interim Agreement, except that such two-thirds must include Parties who hold or Parties whose Signatories hold at least eighty percent (80%) of the total investment quota under the Special Agreement. For each Government signing this Agreement after it has entered into force, the Agreement shall be effective upon signature or, if it signs subject to a reservation as to approval, on approval by it.

(d) Any Government which signs this Agreement subject to a reservation as to approval may, as long as this Agreement is open for signature, declare

¹ This Article, dealing with signature, accession, entry into force and other matters is based primarily on Article XII of the Interim Agreement.

² ICSC-36-58E, paragraph 229(M).

that it applies this Agreement provisionally and shall thereupon be considered a Party to this Agreement. Such provisional application shall terminate:

- (i) upon approval of this Agreement by that Government; or
- (ii) upon withdrawal by that Government in accordance with this Agreement.

(e) Notwithstanding anything contained in this Article, this Agreement shall not enter into force for any Government nor be applied provisionally by any Government until that Government or its communications entity designated pursuant to Article III of this Agreement shall have signed the Operating Agreement.

(f) If this Agreement has not entered into force for, or has not been provisionally applied by, the Government of a State which has signed it in accordance with this Article within a period of one year from the date when it is first opened for signature, the signature shall be considered of no effect.

(g) No reservation may be made to this Agreement except as provided in this Article.

(h) Upon entry into force of this Agreement, the Government of the United States of America shall register it with the Secretary General of the United Nations in accordance with Article 102 of the Charter of the United Nations.³

³ Interim Agreement, Article XIV.

ARTICLE XII¹

(a) Any Party may withdraw from this Agreement and this Agreement shall cease to be in force for that Party three months after that Party shall have notified the Depositary Government of its intention to withdraw. In the event of such withdrawal, the Signatory designated by such Party shall pay all sums already due under the Operating Agreement, together with a sum which shall be agreed between that Signatory and the Board of Governors in respect of costs which will result in the future from contracts concluded prior to notification of withdrawal. If agreement has not been reached within three months after notification of withdrawal, the Board of Governors shall make a final determination of the sums which shall be paid by that Signatory.

(b) Not less than three months after the rights of a Signatory to the Operating Agreement have been suspended pursuant to Article 6 of the Operating Agreement, and if that Signatory has not meanwhile paid all sums due, the Board of Governors, having taken into account any statement by that Signatory or the Party which has designated it, may recommend to the Assembly that such Party shall be deemed to have withdrawn from this Agreement. Upon approval by the Assembly of such a recommendation, this Agreement shall cease to be in force for such Party.

(c) Withdrawal by a Party from this Agreement shall automatically effect withdrawal from the Operating Agreement by the designated Signatory to the Operating Agreement, but the obligation to make payments under paragraph (a) of this Article shall not be affected by such withdrawal.

¹ This Article deals with voluntary and involuntary withdrawal. See ICSC-36-58E, paragraph 624(SM). It is based upon Article XI(a), (b) and (c) of the Interim Agreement.

ARTICLE XIII 1/

(a) The headquarters of INTELSAT shall be in Washington, District of Columbia, United States of America.

(b) INTELSAT, its assets, property, and income shall be immune in all States Party to this Agreement from all national income and property taxation.

(c) The Government of the country in which the headquarters of INTELSAT is situated (hereinafter referred to as "the host Government") shall as soon as possible conclude with the Board of Governors, acting on behalf of INTELSAT, an agreement relating to the status, privileges and immunities of INTELSAT, of its officers, employees, and participants, and of representatives of Parties while in the territory of the host Government for the purpose of exercising their functions.

(d) The agreement concluded under paragraph (c) of this Article shall be independent of this Agreement and shall prescribe the conditions of its termination.

(e) Such additional privileges and immunities as may be appropriate for the proper functioning of INTELSAT ^{and the Operating Agreement} under this Agreement/may be obtained at the request of the Board of Governors from one or more other Parties, either by means of an agreement or agreements which the Board of Governors, acting on behalf of INTELSAT, may conclude with one or more such Parties, or by other appropriate action of such Party or Parties.

1/ This Article deals with INTELSAT headquarters and privileges, immunities and exemptions. See ICSC-36-58E, paragraphs 595 and 597(SM).

ARTICLE XIV

1

(a) Amendments to this Agreement may be proposed by any Party or Signatory and shall be submitted to the Board of Governors for consideration. The Board of Governors shall submit proposed amendments, together with its comments and recommendations, to the Assembly. The Assembly shall submit proposed amendments to the Parties with the recommendations of the Board of Governors and its own recommendations concerning whether the amendments should be adopted and whether a Conference of Parties should be convened. Notwithstanding the recommendation of the Assembly, one-third of the Parties may request a Conference of Parties to consider any amendment to this Agreement proposed pursuant to this Article.

(b) Proposed amendments shall be distributed to the Parties at least ninety days prior to the convening of a Conference of Parties.

(c) Upon recommendation of the Assembly or the request of one-third of the Parties, the Government of the United States of America shall convene a Conference of the Parties.

(d) An amendment to this Agreement shall enter into force for all Parties 90 days after the Depositary Government has received notice of acceptance of the amendment from two-thirds of the Parties, except that such two-thirds must include Parties who hold or Parties whose Signatories hold at least eighty percent (80%) of the investment shares in the INTELSAT space segment.

¹ This Article deals with amendments. See ICSC-36-58E, paragraphs 582 and 583(SM).

ARTICLE XV ¹

(a) Notifications of approval, or of provisional application, and instruments of accession or of acceptance of amendments shall be deposited with the Government of the United States of America.

(b) The Government of the United States of America shall notify all signatory and acceding governments of signatures, reservations of approval, deposits of notifications of approval or of provisional application, deposits of instruments of accession, notifications of acceptance of amendments and notifications of withdrawals from this Agreement.

¹ This Article provides for the United States Government to act as depositary of the Agreement.

DRAFT OPERATING AGREEMENT
FOR THE DEFINITIVE ARRANGEMENTS

PREAMBLE ¹

Whereas certain Governments have become parties to an Agreement Establishing Definitive Arrangements for a Global Commercial Communications Satellite System, established under the Agreement Establishing Interim Arrangements for a Global Commercial Communications Satellite System; and

Whereas those Governments have undertaken to sign or to designate a communications entity to sign this Operating Agreement;

The Signatories to this Operating Agreement hereby agree as follows:

¹ This Preamble is based upon the Preamble to the Special Agreement.

ARTICLE 1¹

For purposes of this Operating Agreement:

(a) "INTELSAT" means the International Telecommunications Satellite Consortium.²

(b) The "Agreement" means the Agreement among Governments establishing definitive arrangements for a global commercial communications satellite system.³

(c) The following words and phrases shall have the same meaning as they have in the Agreement:⁴

- (i) "Interim Agreement,"
- (ii) "Special Agreement,"
- (iii) "Party,"
- (iv) "Signatory,"
- (v) "Design" and "development,"
- (vi) "Space segment,"
- (vii) "INTELSAT space segment,"
- (viii) "Telecommunications,"
- (ix) "Public telecommunications services,"
- (x) "Specialized telecommunications services,"
- (xi) "International telecommunications services,"
- (xii) "Domestic telecommunications services,"
- (xiii) "Investment share,"

(d) "Board of Governors" means the organ established pursuant to Article V of the Agreement.⁵

¹ This definitions article incorporates by reference the definitions in Article I of the draft Intergovernmental Agreement for most terms.

² First paragraph, preamble to Intergovernmental Agreement.

³ New; see also ICSC-36-58E, paragraph 151.

⁴ See references under Article I of the Intergovernmental Agreement

⁵ New.

ARTICLE 2 ^{1/}

Each Signatory undertakes to fulfill the obligations placed upon it by the Agreement and this Operating Agreement and thereby obtains the rights provided for Signatories in each Agreement. Each Signatory further agrees to assume, in proportion to its investment share, all of the obligations created pursuant to the Special Agreement and outstanding on the date of entry into force of this Operating Agreement, and the Signatories shall obtain, in proportion to their respective investment shares, all right, title and interest in the space segment owned by the signatories of the Special Agreement, subject to the requirements of Article 4(i) of this Operating Agreement.

^{1/} See Article 2 of the Special Agreement.

ARTICLE 3¹

Each Signatory shall contribute a percentage of the costs of the design, development, construction and establishment of the INTELSAT space segment equal to its investment share.

¹ See Article 3 of the Special Agreement; ICSC-36-58E, paragraph 493(M).

ARTICLE 4 ¹

(a) Each Signatory to this Operating Agreement shall have an investment share of the INTELSAT space segment. ²

(b) The investment shares of Signatories on the date this Operating Agreement enters into force shall be determined as follows: ³

- (i) Each Signatory who was signatory to the Special Agreement shall, except as otherwise provided in this paragraph (b), have an investment share equal to its percentage of the total utilization of the space segment under the Special Agreement by all such Signatories during the twelve month period immediately preceding the entry into force of this Operating Agreement.
- (ii) Any Signatory who did not utilize the space segment under the Special Agreement during the twelve month period immediately preceding the entry into force of this Operating Agreement shall have an investment share of .05 percent. The investment shares of the other Signatories, as determined pursuant to subparagraph (i) of this paragraph (b), shall be reduced pro rata to accommodate such .05 percent investment shares.
- (iii) Any Signatory whose investment share was calculated pursuant to subparagraph (b)(i) at less than .05 percent or was reduced pro rata pursuant to subparagraph (b)(ii) to less than .05 percent shall be so notified by the Manager. Within a period of thirty days following the date of said notification, any such Signatory may elect, by providing written notice to the Manager, to have an investment share of .05 percent. Upon receipt by the Manager of all such notifications, the Manager shall adjust pro rata the investment shares of all Signatories to accommodate such elections, effective at the conclusion of said thirty-day period; provided, however, that elections pursuant to this subparagraph (b)(iii) shall not reduce any investment share below .05 percent which investment share, but for elections hereunder, would be .05 percent or more. In implementing the foregoing proviso, any consequential adjustments of investment shares required shall be made pro rata in order to maintain the total investment shares at 100 percent.

¹ This Article sets forth the methods for initial determination and subsequent adjustment of shares of undivided ownership (investment shares) in the INTELSAT space segment.

² See ICSC-36-58E, paragraph 493(M).

³ See ICSC-36-58E, paragraphs 498(SM) and 511(M).

(c) The Board of Governors shall determine the investment shares of any signatory to the Special Agreement which becomes a Signatory within one year after entry into force of the Operating Agreement in the same manner as prescribed in paragraph (b) of this Article. Such determination shall be made within 30 days after the Operating Agreement enters into force for that Signatory. No Signatory or group of Signatories shall be deprived of representation on the Board of Governors because of any adjustment of investment shares pursuant to this paragraph.

(d) Effective upon conclusion of the thirty-day period referred to in paragraph (b), the Manager shall charge or give a credit, as appropriate, to each Signatory who was also a signatory to the Special Agreement an amount equal to the difference between the investment share of such Signatory and its last investment quota under the Special Agreement multiplied by the net worth of the INTELSAT space segment as of the date of entry into force of this Operating Agreement. Any Signatory who was not a signatory to the Special Agreement shall be charged with an amount equal to its investment share times the net worth of the INTELSAT space segment as of the date of the entry into force of this Operating Agreement. 4/

(e) The investment shares of Signatories shall be adjusted one year after the date of the entry into force of this Operating Agreement, and annually thereafter or at any other time determined by the Board of Governors, as follows: 3/

- (i) Each Signatory shall, except as otherwise provided in this paragraph (e), have an investment share equal to its percentage of the total utilization of the INTELSAT space segment by Signatories during the period since the last preceding determination of investment shares.

3/ See ICSC-36-58E, paragraphs 498(SM) and 511(M).

4/ This paragraph completes the initial determination mechanism.

(ii) Any Signatory who did not utilize the INTELSAT space segment during the period since the last preceding determination of investment shares shall have an investment share of .05 percent. The investment shares of the other Signatories as determined pursuant to subparagraph (i) of this paragraph (c) shall be reduced pro rata to accommodate such .05 percent investment shares.

(iii) Any Signatory whose investment share was calculated pursuant to subparagraph (c)(i) at less than .05 percent, or was reduced pro rata pursuant to subparagraph (c)(ii) to less than .05 percent, shall be so notified by the Manager. Within a period to be specified by the Board of Governors following the date of such notification any such Signatory may elect, by providing written notice to the Manager, to have an investment share of .05 percent. Upon receipt of all such notifications, the Manager shall adjust pro rata the investment shares of all Signatories to accommodate such elections, effective at the conclusion of the period specified by the Board of Governors; provided, however, that elections pursuant to this subparagraph (c)(iii) shall not reduce any investment share below .05 percent which investment share, but for elections hereunder, would be .05 percent or more. In implementing the foregoing proviso, any consequential adjustments of investment shares required shall be made pro rata in order to maintain the total investment shares at 100 percent.

(f) Effective upon conclusion of each election period specified by the Board of Governors, pursuant to subparagraph (c)(iii) the Manager shall charge or give a credit, as appropriate, to each Signatory who was a Signatory prior to the last preceding determination of investment shares, of an amount equal to the difference between the current investment share and the immediately preceding investment share of such Signatory multiplied by the net worth of the INTELSAT space segment as of the conclusion of such election period. Any Signatory who was not a Signatory prior to the last preceding determination of investment shares shall be charged for an amount equal to its investment share multiplied by the net worth of the INTELSAT space segment as of the conclusion of such election period. ^{5/}

(g) The Manager shall make the calculations required under this Article and shall notify each Signatory, within _____ days following the date of the

^{5/} This paragraph completes the mechanism for investment share adjustment.

determination pursuant to paragraph (b) of this Article or of each adjustment pursuant to paragraph (e) of this Article, of the investment shares to be held by all Signatories and of the amount to be charged or credited to it in the appropriate INTELSAT accounts as a result of such determination or adjustments. 6/

(h) The Board of Governors shall determine the method to be followed by the Manager in measuring the use of the INTELSAT space segment by each Signatory and in determining the net worth of the INTELSAT space segment. 7/

(i) The Manager shall calculate the value of the investment of signatories to the Special Agreement who have not signed the Operating Agreement upon its entry into force by multiplying the last investment quota of each such signatory under the Special Agreement by the net worth of the INTELSAT space segment as of the effective date of this Operating Agreement. Each such signatory shall, by notification to the Manager on or before the first date of the determination of investment shares pursuant to paragraph (b) of this Article, be entitled to receive an amount equal to the value of its investment. If no such notification is received within such notification period, the value of the investment of that signatory shall be continued in the INTELSAT space segment at a rate of interest to be determined by the Board of Governors. If that signatory does not accede to this Operating Agreement within one year from the date of its entry into force, it shall receive the value of its investment as computed above plus the accumulated interest. 8/

6/ New.

7/ New; see ICSC-36-58E, paragraph 511(M).

8/ See generally ICSC-36-58E, paragraph 521(SM).

ARTICLE 5 1/

(a) The Board of Governors may specify appropriate units of satellite utilization based upon various types of uses and, from time to time, shall establish space segment utilization charges which, as a general rule, shall be sufficient to cover amortization of the capital cost of the INTELSAT space segment, the estimated operating, maintenance and administration costs of the INTELSAT space segment, and compensation for the use of capital. 2/

(b) In establishing space segment utilization charges pursuant to paragraph (a) of this Article, the Board of Governors shall include in the estimated operating, maintenance and administration costs of the INTELSAT space segment, the estimated direct and indirect costs of the Manager which are allocable to its performance of services as Manager in the operation and maintenance of the INTELSAT space segment, and appropriate compensation to the Manager, as may be agreed in the contract between the Manager and the Board of Governors, for such services. 3/

(c) Space segment utilization charges shall be paid periodically to the Manager at times specified by the Board of Governors. The charges shall be computed in United States dollars and paid in United States dollars or in currency freely convertible into United States dollars. 4/

1/ This Article establishes a space segment utilization charge to cover current costs, amortization of capital costs, and compensation for use of capital. See ICSC-36-58E, paragraphs 493(M) and 527(SM).

2/ See Article 9(a), Special Agreement.

3/ See Article 9(b), Special Agreement.

4/ See Article 9(c), Special Agreement.

(d) The components of the space segment utilization charges representing amortization and compensation for the use of capital shall be credited to the Signatories in proportion to their respective investment shares. In the interests of avoiding unnecessary transfers of funds between Signatories, and of keeping to a minimum the funds held by the Manager on behalf of the Signatories, the Board of Governors shall make suitable arrangements for funds representing these components to be distributed among the Signatories in such a way that the credits established for Signatories are discharged.⁵

(e) The other components of the space segment utilization charges shall be applied to meet all operating, maintenance, and administration costs, and to establish such reserves as the Board of Governors may determine to be necessary. After providing for such costs and reserves, any balance remaining shall be distributed by the Manager, in United States dollars, or in currency freely convertible into United States dollars, among the Signatories in proportion to their respective investment shares; but if insufficient funds remain to meet the operating, maintenance and administration costs, the Signatories shall pay to the Manager, in proportion to their respective investment shares, such amounts as may be determined by the Board of Governors to be required to meet the deficiency.⁶

(f) The Board of Governors shall institute appropriate sanctions in cases where payments pursuant to this Article shall have been in default for three months or longer.⁷

⁵ See Article 9(d), Special Agreement.

⁶ See Article 9(e), Special Agreement.

⁷ See Article 9(f), Special Agreement.

ARTICLE 6¹

(a) The Board of Governors shall call upon the Signatories to make their respective proportionate payments pursuant to Article 3 of this Operating Agreement as necessary to enable obligations to be met as they become due. Payments shall be made to the Manager by each Signatory in United States dollars, or in currency freely convertible into United States dollars, and in such amounts that, accounting on a cumulative basis, the sums paid by the Signatories are in proportion to their respective investment shares in the INTELSAT space segment. When a Signatory incurs obligations pursuant to authorization by the Board of Governors, the Board of Governors shall cause payments to be made to that Signatory.²

(b) Accounts for expenditure referred to in paragraph (a) of this Article shall be subject to review by the Board of Governors and shall be subject to such adjustment as the Board of Governors may decide.³

(c) Each Signatory shall pay the amount due from it under paragraph (a) of this Article on the date designated by the Board of Governors. Interest at a rate to be determined by the Board of Governors shall be added to any amount unpaid after that date. If the Signatory has not made a payment within three months of its becoming due, the rights of the Signatory under the Agreement and this Operating Agreement shall be suspended. After such suspension, the Board of Governors may recommend to the Assembly that the Party which designated the defaulting

¹ This Article relates to the payment of capital contributions to INTELSAT and to the consequences of default in making such payment.

² See Article 4(b), Special Agreement.

³ See Article 4(c), Special Agreement.

Signatory be deemed to have withdrawn from the Agreement. Upon determination by the Assembly that such Party is deemed to have withdrawn from the Agreement, the Board of Governors shall make a binding determination of the sums already due from the Signatory together with any sums to be paid in respect of the costs which will result in the future from contracts concluded prior to withdrawal. Such withdrawal shall not, however, affect the obligation of the Signatory concerned to pay sums due under this Operating Agreement, whether falling due before withdrawal or payable in accordance with the aforesaid determination of the Board of Governors.⁴

⁴ See Article 4(d), Special Agreement.

ARTICLE 7¹

All contracts entered into pursuant to the Agreement and this Operating Agreement shall be placed in accordance with the procurement policies and regulations adopted by the Board of Governors, and shall, except as otherwise provided by the Board of Governors, be based on responses to appropriate requests for quotations for invitations to tender from among persons and organizations qualified to perform the work under the proposed contract. All such contracts shall, except as otherwise directed by the Board of Governors, be entered into, executed and administered by the Manager for and on behalf of INTELSAT.

¹ This Article relates to contract placement pursuant to procurement policies and regulations of the Board of Governors. See Article 10(a) and (e) of the Special Agreement.

ARTICLE 8¹

(a) The Board of Governors, taking into account the principles and objectives of INTELSAT, as well as generally accepted industrial practices, shall acquire for INTELSAT appropriate rights in inventions and technical data arising directly from any work performed on behalf of INTELSAT.

(b) Inventions and technical data to which INTELSAT has acquired such rights:

(i) Shall be made available to any Signatory or any person in the jurisdiction of a Signatory, or the Government which has designated that Signatory:

(A) on a royalty-free basis, for use in connection with the design, development, construction, establishment, operation, and maintenance of equipment and components for the INTELSAT space segment;

(B) on fair and reasonable terms and conditions prescribed by the Board of Governors, for use in connection with other purposes, provided the Board of Governors determines that the proposed use would not be incompatible with the principles and objectives of INTELSAT; and

¹ Data and inventions. See generally ICSC-36-58E, paragraphs 545(U), 547(SS) and 548(SS); see also Article 10(f) and (g) of the Special Agreement.

(11) May be made available to other persons and entities at the discretion of the Board of Governors and under such terms and conditions as the Board of Governors determines, provided the Board of Governors determines that the proposed use would not be incompatible with the principles and objectives of INTELSAT.

(c) Except as it may otherwise determine, the Board of Governors shall endeavor to have included in all contracts or other arrangements for design and development work appropriate provisions which will ensure that inventions and technical data owned by the contractor and its subcontractors which are directly incorporated in work performed under such contracts or other arrangements, may be used on fair and reasonable terms by each Signatory or any person in the jurisdiction of a Signatory or the Government which has designated that Signatory, provided that such use is necessary, and to the extent that it is necessary to use such inventions and technical data for the exercise of the rights obtained pursuant to paragraph (a) of this Article.

ARTICLE 9¹

Each Signatory shall keep such books, records, vouchers and accounts of all costs for which it is authorized to be reimbursed under this Operating Agreement with respect to the design, development, construction, establishment, operation and maintenance of the INTELSAT space segment as may be appropriate and shall at all reasonable times make them available for inspection by representatives of the Board of Governors.

¹ See Article 11, Special Agreement.

ARTICLE 10¹

The following shall be included as part of the costs of the design, development, construction, and establishment of the INTELSAT space segment to be shared by the Signatories in proportion to their respective investment shares in the INTELSAT space segment:

- (i) All direct and indirect costs for the design, development, construction, and establishment of the INTELSAT space segment incurred by the Manager, by the Board of Governors or, pursuant to authorization by the Board of Governors, by any Signatory.
- (ii) Compensation to the Manager, as may be agreed in the contract between the Manager and the Board of Governors, for the managerial services associated with the design, development, construction and establishment of the INTELSAT space segment.

1. Components of capital costs. See Article 5, Special Agreement.

ARTICLE 11¹

The following shall not form part of the costs to be shared by the Signatories:

- (a) Taxes on the net income of any of the Signatories;
- (b) Design and development expenditures on launchers and launching facilities except expenditures incurred for the adaptation of launchers and launching facilities in connection with the design, development, construction and establishment of the INTELSAT space segment;
- (c) The expenses of the representatives of the Signatories on the Board of Governors and on its advisory committees and the staffs of those representatives except insofar as the Board of Governors may otherwise determine;
- (d) The expenses of the representatives of Parties and Signatories to the Assembly except insofar as the Board of Governors may otherwise determine.

1. Article 6, Special Agreement.

ARTICLE 12¹

(a) In considering whether an earth station should be permitted to utilize the INTELSAT space segment, the Board of Governors shall take into account the technical characteristics of the station, the technical limitations on multiple access to satellites due to the existing state of the art, the effect of geographical distribution of earth stations on the efficiency of the services to be provided by the system, the recommended standards of the International Telegraph and Telephone Consultative Committee and the International Radio Consultative Committee of the International Telecommunication Union, and such general standards as the Board of Governors may establish. Failure by the Board of Governors to establish general standards shall not of itself preclude the Board of Governors from considering or acting upon any application for approval of an earth station to utilize the INTELSAT space segment.

(b) Any application for approval of an earth station to utilize the INTELSAT space segment shall be submitted to the Board of Governors by the Signatory in whose area the earth station is or will be located or, with respect to other areas, by a duly authorized communications entity. Each such application shall be submitted either individually or jointly on behalf of all Signatories and duly authorized communications entities intending to utilize the INTELSAT space segment by means of the earth

1. Earth station use of the INTELSAT space segment. See Article 7, Special Agreement.

- 47 -

station which is the subject of the application.

(c) Any application for approval of an earth station which is or will be located under the jurisdiction of a party to the Agreement and which is to be owned or operated by an organization or organizations other than the Signatory to the Operating Agreement designated by such Party shall be made by that Signatory.

ARTICLE 13¹

(a) Each applicant for approval of an earth station pursuant to Article 12 of this Operating Agreement shall be responsible for making equitable and non-discriminatory arrangements for the use of the earth station by all Signatories or duly authorized communications entities intended to be served by the earth station individually or jointly with other earth stations.

(b) To the extent feasible the Board of Governors shall allot to the respective Signatory, or duly authorized communications entity, for use by each earth station which has been approved pursuant to Article 12 of this Operating Agreement, an amount of satellite utilization appropriate to satisfy the total communications capability requested on behalf of all Signatories and duly authorized communications entities to be served by such earth station.

(c) In making allotments of satellite utilization the Board of Governors shall give due consideration to the investment shares of the Signatories to be served by each earth station.

1. Indirect access. See Article 8, Special Agreement; see also ICSC 36-58E, paragraph 554(U), 555 (SS), 556(P).

ARTICLE 14

Neither the Manager nor any Signatory as such shall be liable to any other Signatory for loss or damage sustained by reason of a failure or breakdown of a satellite at or after launching or a failure or breakdown of any other portion of a space segment. ¹

1. Article 13, Special Agreement.

ARTICLE 15¹

(a) An arbitral tribunal constituted under this Operating Agreement as provided in Annex A shall be competent to give a decision in the following matters:

- (i) Any legal dispute concerning whether an action or a failure to act by the Board of Governors, the Assembly or one or more Parties or Signatories, is authorized by or is in compliance with this Operating Agreement and the Agreement; and
- (ii) Any legal dispute arising in connection with any other agreement relating to the arrangements established by this Operating Agreement and the Agreement which the Parties or Signatories which are parties to that other agreement have agreed to confer such a competence.

(b) Any such legal disputes will be settled in accordance with the provisions of the Annex A of this Operating Agreement. A tribunal, in exercising competence under paragraph (a)(ii) of this Article, shall act in accordance with the agreement which confers competence on it.

1. Arbitration. See Article 2(a) and (b) of the Supplementary Agreement. See ICSC.36-58E, paragraphs 592, 593(U).

ARTICLE 16¹

(a) This Operating Agreement shall enter into force for each Signatory upon entry into force of the Agreement or, if the Agreement is not then provisionally or definitively in force for the Party designating the Signatory, when the Agreement enters into force for such Party, either provisionally or definitively.

(b) This Operating Agreement shall continue in force for as long as the Agreement is in force.

¹ See Article 16, Special Agreement.

ARTICLE 17¹

Any proposed amendment to this Operating Agreement shall first be submitted to the Board of Governors for consideration. If the Board of Governors approves a proposed amendment, as submitted or as the Board of Governors may modify it, the Board of Governors shall recommend such amendment to the Assembly for action pursuant to Article IV (d) (iv) of the Agreement. Upon approval by the Assembly, the amendment shall be referred to the Signatories. The amendment shall enter into force for all Signatories when notifications of approval have been deposited with the Government of the United States of America by two-thirds of the Signatories, provided no amendment may impose upon any Signatory any additional financial obligation without appropriate action pursuant to Article IX of the Agreement.

¹ See Article 15, Special Agreement.

ANNEX A ¹

ARTICLE 1

Only the following may be parties in arbitration proceedings
instituted under this Operating Agreement:

- (a) Any Signatory
- (b) The Board of Governors
- (c) The Assembly

^{1/} See the Supplementary Agreement on Arbitration beginning
Article 2(c). This Annex is substantially unchanged from the
Supplementary Agreement. Compare Article 2(c) of the latter with
Article 1 of the Annex; Article 3 with Article 2 of the Annex;
Article 11(c) with Article 10(c) of the Annex. See ICSC-36-58E,
paragraph 569, 592, 593(U).

ARTICLE 2

(a) Within 30 days of the entry into force of this Operating Agreement and every two years thereafter, each Signatory shall submit to the Board of Governors the name of a legal expert of generally recognized ability who will be available for the succeeding two years to serve as president of a tribunal constituted under this Operating Agreement. If for any reason a nominee becomes unavailable for selection to a panel, the nominating Signatory shall submit the name of another legal expert who will be available for the remainder of his predecessor's term. From such nominees the Board of Governors shall appoint seven individuals to a panel from which presidents of tribunals shall be selected.

(b) The members of the panel shall be appointed by the unanimous agreement of the representatives in the Board of Governors or, if not so appointed within three months from the entry into force of this Operating Agreement and every two years thereafter, by a decision of the Board of Governors taken in the same manner mentioned in Article VI(d)(ii) of the Agreement. The members of the panel shall be appointed for a term of two years, which shall commence on the date of appointment of the last member of the panel, and may be reappointed.

(c) For the purpose of designating a chairman, the panel shall be convened to meet by the Chairman of the Board of Governors as

soon as possible after the panel has been appointed. The quorum for a meeting of the panel shall be five members. After discussion among its members, the panel shall designate one of its members as its chairman by a decision taken by the affirmative votes of at least four members, cast in one or, if necessary, more than one secret ballot. The chairman so designated shall hold office as chairman for the rest of his period of office as a member of the panel. The cost of the meeting of the panel shall form part of the costs to be shared by the Signatories in accordance with this Operating Agreement.

(d) Vacancies on the panel shall be filled by appointment made by the unanimous agreement of the representatives in the Board of Governors. If the vacancy is not so filled within two months of the date when it arises, the appointment shall be made by decision of the Board of Governors taken in the same manner mentioned in Article VI(d)(ii) of the Agreement. Vacancies in the office of the chairman of the panel shall be filled by the panel by designation of one of its members in accordance with the procedure set out in paragraph (c) of this Article. A member of the panel appointed to replace a member or designated to replace a chairman whose term of office has not expired shall hold office for the remainder of his predecessor's term.

(e) . In appointing the members of the panel the Board of Governors shall seek to ensure that its composition is drawn from the various principal legal systems as they are represented among the Signatories.

ARTICLE 3

(a) The party wishing to submit a legal dispute to arbitration shall provide each party and the Board of Governors with a document which contains the following items:

- (i) A list of the parties against which the case is brought;
- (ii) A statement which fully describes the dispute being submitted for arbitration, the reasons why each party is required to participate in the arbitration, and the relief being requested;
- (iii) A statement which sets forth why the subject matter of the dispute comes within the jurisdiction of a tribunal to be constituted under this Operating Agreement, and why the relief being requested can be granted by such tribunal if it finds in the petitioner's favor;
- (iv) A statement explaining why the petitioner has been unable to achieve a settlement of the dispute by negotiation or other means short of arbitration;
- (v) The name of the individual designated by the petitioner to serve as a member of the tribunal.

(b) Within 21 days from the date copies of the document described in paragraph (a) of this Article have been received by all

the parties against which the case is brought, the respondents' side shall designate an individual to serve as a member of the tribunal.

(c) In the event of failure by the respondents' side to make such a designation, the chairman of the panel, within ten days following a request by the applicant's side which shall not be made before the expiration of the 21 day period aforesaid, shall make a designation from among the experts whose names were submitted to the Board of Governors pursuant to Article 2(a) of this Annex A.

(d) Within 15 days after such designation the two members of the tribunal shall agree on a third individual selected from the panel constituted in accordance with Article 2 of this Annex A, who shall serve as the president of the tribunal. In the event of failure to reach agreement within such period of time, the chairman of the panel, within ten days after a request from one of the sides, shall designate a member of the panel other than himself to serve as president of the tribunal.

(e) The tribunal shall commence its functions as soon as the president is selected.

(f) Should a vacancy occur in the tribunal for reasons which the president or the remaining members of the tribunal decide are beyond the control of the parties, or are compatible with the

proper conduct of the arbitration proceedings, the vacancy shall be filled in accordance with the following provisions:

(i) Should the vacancy occur as a result of the withdrawal of a member appointed by a side to the dispute, then that side shall select a replacement within ten days after the vacancy occurs.

(ii) Should the vacancy occur as a result of the withdrawal of the president of the tribunal or of another member of the tribunal appointed by the chairman, a replacement shall be selected from the panel in the manner described in paragraph (d) or (c) respectively of this Article.

(g) Except as prescribed in this Article, vacancies occurring in the tribunal shall not be filled.

(h) If a vacancy is not filled, the remaining members of the tribunal shall have the power, upon the request of one side, to continue the proceedings and give the tribunal's final decision.

ARTICLE 4

(a) The time and place of the sittings of the tribunal shall be determined by the tribunal.

(b) The proceedings shall be held in private and all material presented to the tribunal shall be treated as confidential, except that the Parties to the Agreement whose designated Signatories are parties to the dispute shall have the right to be present and shall have access to material presented. When the Board of Governors is a party to the proceedings, all Parties to the Agreement and all Signatories shall have the right to be present and shall have access to material presented, except where the tribunal shall in exceptional circumstances decide otherwise.

(c) The proceedings shall commence with the presentation of the petitioner's case containing its arguments, related facts supported by evidence and the principles of law relied upon. The petitioner's case shall be followed by the respondent's counter-case. The petitioner may submit a reply to the respondent's counter-case. Additional pleadings shall be submitted only if the tribunal determines they are necessary.

(d) The proceedings shall be conducted in writing, and each side shall have the right to submit written evidence in support of its allegations of fact and law. However, oral arguments and testimony may be given if the tribunal considers it appropriate.

(e) The tribunal may hear and determine counter-claims arising directly out of the subject matter of the dispute provided the counter-claims are within its jurisdiction as defined in Article 15 of the Operating Agreement.

(f) At any time during the proceedings, the tribunal may terminate the proceedings if it decides the dispute is beyond its jurisdiction as defined in Article 15 of the Operating Agreement.

(g) The tribunal's deliberations shall be secret and its rulings and decisions must be supported by at least two members.

(h) The tribunal shall support its decision by a written opinion. A member dissenting from the decision may submit a separate written opinion.

(i) The tribunal may adopt additional rules of procedure consistent with those established by this Annex A which are necessary for the proceedings.

ARTICLE 5

(a) If one side fails to present its case, the other side may call upon the tribunal to accept its case and to give a decision in its favor. Before doing so, the tribunal shall satisfy itself that it has jurisdiction and that the case is well-founded in fact and in law.

(b) Before giving the decision, the tribunal shall grant a period of grace to the side which has failed to present its case, unless it is satisfied that the party in default does not intend to present its case.

ARTICLE 6

Any Signatory, group of Signatories, the Board of Governors, or the Assembly which considers that it has a substantial interest in the decision of the case may petition the tribunal for permission to become a party to the case. If the tribunal determines that the petitioner has a substantial interest in the decision of the case, it shall grant the petition.

ARTICLE 7

Either at the request of a party, or upon its own initiative, the tribunal may appoint such experts as it deems necessary to assist it.

ARTICLE 8

Each of the Signatories, the Board of Governors and the Assembly shall provide all information determined by the tribunal, either at the request of a party to the case or upon its own initiative, to be required for the proper handling and determination of the dispute.

ARTICLE 9

During the course of its consideration of the case, the tribunal shall have power, pending the final decision, to make recommendations to the parties with a view to the protection of their respective rights.

ARTICLE 10

(a) The decision of the tribunal shall be based on interpretation of the Agreement and this Operating Agreement in accordance with generally accepted principles of law.

(b) Should the parties reach an agreement during the proceedings, the agreement shall be recorded in the form of a decision of the tribunal given by the consent of the parties.

(c) The decision of the tribunal shall be binding on all the parties to the dispute and shall be carried out by them in good faith. However, if, in a case in which the Board of Governors or the Assembly is a party, the tribunal decides that a decision of the Board of Governors or the Assembly is null and void as not being authorized by or in compliance with the Agreement and this Operating Agreement, the decision of the tribunal shall be binding on all Signatories or Parties respectively.

ARTICLE 11

Unless the tribunal determines otherwise because of the particular circumstances of the case, the expenses of the tribunal, including the remuneration of the members of the tribunal, shall be borne in equal shares by each side. Where a side consists of more than one party, the share of that side shall be apportioned by the tribunal among the parties on that side.



PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE CONSORTIUM

Washington, D.C., February - March 1969

Doc. 11
March 17, 1969

CREDENTIALS OF REPRESENTATIVES TO THE PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE CONSORTIUM

Report of the Credentials Committee

Chairman: Mr. Erdinc Karasapan (Turkey)

At its opening Plenary Session, the Conference established a Credentials Committee, in accordance with Rule 7 of the Rules of Procedure, consisting of Ireland, Norway, Panama, the Philippines and Turkey.

The Credentials Committee met on March 13, elected Mr. Karasapan of Turkey as Chairman, and recessed. The Committee met again on March 14.

The Credentials Committee examined the credentials of the Representatives, Alternate Representatives, Advisers and Observers participating in the Conference, as listed in the Directory of participants in the Conference: Document Inf/7 and the Addenda and Corrigenda thereto, Document Inf/7 (Add. 1), Document Inf/7 (Add. 2 and Corrigendum), Document Inf/7 (Add. 3 and Corrigendum), and Document Inf/7 (Add. 4 and Corrigendum).

With the understanding that, as a matter of generally recognized international law, participation by a State in an international conference does not ipso facto imply recognition by it of another State participating in such conference or of the Government of such other State or of the territorial jurisdiction of such other State, the Committee, pursuant to Rules 2 and 3 of the Conference's Rules of Procedure, determined that all the credentials submitted were in due and proper form.

It is recommended that the Conference accept the report of the Credentials Committee.

* * *



PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE CONSORTIUM

Washington, D.C., February - March 1969

Doc. 12
March 17, 1969

REPORT OF COMMITTEE IV TO THE PLENARY SESSION

Committee IV held seven meetings, on Feb. 25, 28 and March 3, 6, 10, 13 and 17, and was helped in its deliberations by two Working Groups (A and B).

Working Group A was formed by Algeria, Argentina, France, Federal Republic of Germany, India, Italy, Japan, Pakistan, the Philippines, the United Kingdom, the United States and Venezuela.

Working Group B was formed by the same members of Working Group IV/A with the addition of Mexico and Nigeria. Working Group A held four meetings on March 5, 6, 7, 10 and Working Group B and its drafting group held four meetings on March 12, 13, 14 and 15.

Deliberations

The relatively limited number of meetings and time available for discussions of a very complex matter, which has been the subject of lengthy debates in the ICSC during the last four years, have prevented Committee IV from pursuing fully the possibility of reaching unanimously accepted solutions on the various items of the Agenda.

However, the deliberations which have taken place both in Committee IV and in Working Groups A and B have resulted in the consolidation of initially widely differing views in a few well-defined positions that might hopefully be negotiated in the future with the aim of achieving a unanimously accepted point of view.

In relation to the four items of the Agenda of Committee IV, the situation as of Monday, March 17, 1969 is as follows:

Item I: Procurement Policies

The various aspects of a procurement policy for INTELSAT, which have emerged from the Committee discussions are contained, in varying degrees, in three different formulations, as hereby outlined:

- (i) "The Governing Body will award contracts, through open international tender, to bidders who offer the best combination of quality, price, and most favorable delivery time.
- (ii) "Article X of the Interim Agreement should be kept as it is in the Definitive Agreement.



PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR
THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE CONSORTIUM

Washington, D.C., February - March 1969

Doc. 13
March 18, 1969

FINAL LIST OF PARTICIPANTS

- (iii) "The Governing Body will award contracts, through open international tender, to bidders who offer the best combination of quality, price and delivery time.
- "The Organization will keep in consideration the interests of all participating States and, in particular, will encourage the development of the technology of those States.
- "While encouraging wide international participation in procurement, which participation would be, in principle, proportionate to the investment share of each State, the Organization will, nevertheless, take great care that such a policy does not impose a supplementary financial contribution on non-supplying countries."

Some members of the Committee have also suggested that technical assistance could serve as compensation to those countries which did not receive contracts.

Certain members pointed out that compensation in the form of technical assistance cannot be calculated.

There is support in the Committee, from some of its members, that a unanimously adopted formulation for INTELSAT's procurement policy cannot and should not be reached in isolation from conclusions on other aspects of the new Organization with which such a policy is inextricably linked, in particular the question of the composition, functions, and powers of the organs of the organization.

Similarly, some members suggested that existing Article 10 (b) (c) (d) (e) of the Special Agreement would also be affected and would require further consideration.

Item II: Inventions, Data and Technical Information

Several proposals dealing with this item have been presented by various members of the Committee and have been discussed both by Working Group IV/B and by Committee IV but no agreed proposal has emerged.

While there was a consensus that all inventions, data and technical information, arising directly from any work performed in behalf of INTELSAT should be acquire by the latter at minimum cost and without exceeding its needs, there were differences of opinion as to the best approach in meeting these requirements.

At the end of the debate these differences were narrowed down to the two formulations contained in Annexes A and B to this Report, namely, documents Com. IV/10 and Com. IV/11.

Items III and IV could not be discussed for lack of time.



PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR
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TABLE OF CONTENTS

	<u>Page</u>
Officers of the Conference	11
Committee Officers of the Conference	11
Member Countries	1
Observers	14
Conference Secretariat	17

- 11 -

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 Richard L. Renfield
 Roger E. Sack
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 Seymour Wishman

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PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE CONSORTIUM

Washington, D.C., February - March 1969

Doc. 14 (Rev. 1)
March 20, 1969

REPORT TO THE CONFERENCE FROM THE STEERING COMMITTEE

Establishment of a Preparatory Committee

1. The Conference will recess on March 21 and reconvene in Washington on November 18.
2. In order to carry forward the work of the Conference after the close of the present session and to prepare draft agreements for consideration by the Conference when it reconvenes, it is proposed to establish a Preparatory Committee.
3. The Preparatory Committee should be broadly representative of all areas and attitudes. While the Committee should be small enough to work effectively, it is not proposed to exclude any member or observer wishing to participate. Members and observers should endeavor to notify the Conference Secretariat (care of Office of International Conferences, Department of State, Washington, D.C.) by April 15 if they intend to participate. Arrangements will be made to brief non-participating members and observers on the work of the Committee and to provide any additional and specific information they may require.
4. The Committee will convene in Washington as soon as possible after May 20 at a date to be notified promptly by the Conference Secretariat and will meet again thereafter at such times as it may decide and as may be necessary to complete its work.
5. The Committee should endeavor to resolve in an objective manner differences of views presented during the Conference. In order to do this, it should review and complete the work of the working committees of the Conference, giving consideration to the reports of the committees and their working groups, the summary records of the committees and plenary sessions of the Conference, and other Conference documents. It should prepare for consideration by the Conference draft texts of definitive arrangements. It should prepare alternative drafts reflecting significant views which should be considered by the Conference. The Committee shall not attempt in its report to reflect the degree of support for any alternative.
6. The Committee will not be empowered to negotiate definitive arrangements and no country shall be bound by the views and positions of the report whether or not it is represented on the Committee.

7. The Committee will elect its own Chairman.

8. The Committee shall determine its own procedures and methods of conducting its work.

9. The Committee shall report on the termination of its work to the Conference through the Secretary General by a date at least 60 days prior to the reconvening of the Conference. Its report should be in the form of draft agreements, with such alternate drafts of specific articles or parts of articles as may be necessary in accordance with paragraph 5 above.

10. If the Committee should be unable to complete its work by the scheduled date, it may decide to postpone the reconvening of the Conference. In such case, it should request the host Government to reconvene the Conference at the earliest convenient date.

11. Upon approval by the Conference in plenary session, this document will become the terms of reference of the Committee.

* * *



PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE CONSORTIUM

Washington, D.C., February - March 1969

Doc. 14
March 19, 1969

REPORT TO THE CONFERENCE FROM THE STEERING COMMITTEE

Establishment of a Preparatory Committee

1. The Conference will recess on March 21 and reconvene in Washington on November 18.
2. In order to carry forward the work of the Conference after the close of the present session and to prepare draft agreements for consideration by the Conference when it reconvenes, it is proposed to establish a Preparatory Committee.
3. The Preparatory Committee should be broadly representative of all areas and attitudes. While the Committee should be small enough to work effectively, it is not proposed to exclude any INTELSAT member which wishes to participate. Member countries should notify the Conference Secretariat (care of Office of International Conferences, Department of State, Washington, D.C.) by April 15 if they intend to participate. Arrangements will be made to brief non-participating members and observers on the work of the Committee as often as they may wish.
4. The Committee will convene in Washington initially from May 20 to June 10 and will meet again thereafter at such times as it may decide and as may be necessary to complete its work.
5. The Committee will not be a negotiating committee as such. It should prepare for consideration by the Conference drafts of agreements to constitute the definitive arrangements for INTELSAT, one intergovernmental agreement and one operating agreement. In order to do this, it should review and complete the work of the four working Committees of the Conference, giving consideration to the reports of the Committees and their working groups, the summary records of the committees and plenary sessions of the Conference, and other Conference documents. It should endeavor to resolve in an objective manner differences of views presented during the Conference. In cases where this is not possible, however, it should prepare alternative drafts reflecting significant views which should be considered by the Conference; however, it should not characterize the support for alternate views. No country shall be bound by the views and positions of the report whether or not it is represented on the Committee.

6. The Committee will elect its own Chairman.
7. The Committee may appoint a small drafting group to prepare texts in cases where agreement on substance has been reached.
8. The Committee should report to the Conference through the Secretary General by a date at least 60 days prior to the reconvening of the Conference. Its report should be in the form of draft agreements, with such alternate drafts of specific articles or parts of articles as may be necessary in accordance with paragraph 5 above.
9. If the Committee should be unable to complete its work by the scheduled date, it may decide to postpone the reconvening of the Conference. In such case, it should request the host Government to reconvene the Conference at the earliest convenient date.
10. Upon approval by the Conference in plenary session, this document will become the terms of reference of the Committee.

* * *



PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE CONSORTIUM

Washington, D.C., February - March 1969

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May 20

30 countries in Kuwait on Earth Stations
Preparatory committee meet and vote
Hartmann will say why not

6. The Committee will elect its own Chairman.
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10. Upon approval by the Conference in plenary session, this document will become the terms of reference of the Committee.

Lack of Understanding * * *

Rumor - Europeans will show the intercession

Does the US have a

Kind of People

Kellick
Gill
Valentine
UK
===

Valentin

Roca

Committee will elect its own chairman -

Jayne - Vice chairman
Biure

Committee III
IV



PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE CONSORTIUM

Washington, D.C., February - March 1969

Doc. 15
March 19, 1969

REPORT OF THE CHAIRMAN, COMMITTEE II, TO THE PLENARY SESSION

Dear Mr. Chairman:

Committee II held eleven meetings on February 25, 26, 27, and March 4, 5, 7, 10, 12, 14, 17, and 19 and was helped by two Working Groups, A and B.

The Committee work program dealt with Legal and Procedural Questions for the Definitive Arrangements including within its terms of reference definitions, legal status, entry into force, duration, amendment, withdrawal, and settlement of disputes. Agenda items for Committee II included: I) Definitions, II) Legal Status of INTELSAT, III) Privileges and Immunities, IV) Accession, Supersession and Buy-out, V) Withdrawal Provisions, VI) Liability of Partners Inter-Se, VII) Settlement of Disputes, VIII) Amendment Processes, IX) Reservations, and X) Number of Agreements Constituting the Definitive Arrangements.

The primary documents for the Committee were the ICSC report and Document 8 submitted by the Delegation of Sweden, and Document 10 submitted by the Delegation of the United States.

Deliberations

Committee II operated on the basis of general discussion of each agenda item, and following such discussion the assignment of certain agenda items to Working Groups.

Working Group II/A was created to consider agenda Item II--Legal Status, and consisted of Representatives of Brazil (chairman), Chile, Federal Republic of Germany, Philippines, Sweden, Switzerland, the United Kingdom, and the United States. It was charged with the task of "preparing a comparative table of the different legal forms for presentation to the Committee". The Working Group held five meetings and considered 1) Report of the ICSC, paragraphs 232-36; Doc. 8 (pertinent parts); Com. II/2, Com. II/4, and two internal draft working papers. The views of the Representatives of Mexico, Australia, Venezuela, and Italy were heard. The Working Group report with annexes was issued as Com. II/9, and transmitted to the Chairman, Committee I as Com. II/11.

Working Group II/B was created to report on agenda Item IV--Accession, Supersession and Buy-Out, and consisted of Representatives of Brazil, Japan, Sweden, the United Kingdom (Chairman) and the United States. The report of the Working Group, including the final clause, was submitted to the Committee as Com. II/10.



PLENIPOTENTIARY CONFERENCE ON DEFINITIVE ARRANGEMENTS FOR
THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE CONSORTIUM

Washington, D.C., February - March 1969

Inf/16
March 18, 1969

AGENDA FOR PLENARY MEETINGS
MARCH 18-21, 1969

Tuesday, March 18
10:00 a.m.
Main Conference Room

- Agenda Item 4: Election of other Officers:
Vice Chairmen.
Agenda Item 5: Organization of the Conference:
Editorial Committee.
Agenda Item 6: Report of the Credentials Committee

Wednesday, March 19
10:00 a.m.
Main Conference Room

- Agenda Item 7:
Reports of Committee I:
Report of Working Group I-A
Report of Working Group I-C
Report of Committee 4

Thursday, March 20
10:00 a.m.
Main Conference Room

- Agenda Item 7:
Report of Committee III
Report of Committee II

Friday, March 21
10:00 a.m.
Main Conference Room

- Agenda Item 7:
Unfinished Committee reports.
Arrangements for inter-sessional period of
Conference.
Setting of date certain for reconvening Conference.
Any other Conference questions.
Adjournment.

* * *

Working Group II/A was reconstituted with a membership including Representatives of Brazil, Chile, France (Chairman), Japan, Mexico, Philippines, Sweden, Switzerland, Tunisia, the United Kingdom, and the United States, to consider agenda Items III--Privileges and Immunities, V--Withdrawal Provisions, VI--Liability of Partners Inter-Se, VII--Settlement of Disputes, and VIII--Amendment Processes. The Working Group was asked to submit its report as reflecting the views of Committee II on these agenda items.

Adoption of Reports

Committee II adopted the reports of the Working Groups, Com. II/10 (Report of the Working Group on Accession, Supersession, Buy-Out, Obligations and Rights of Non-continuing Members and Entry into Force) and Com. II/11 (Report of Committee II--Working Group on Legal Status) on March 17, and Com. II/15 (Report of Working Group II B: Agenda Item III: Privileges and Immunities; and Draft Report of Committee II on Item VII of the Agenda - Settlement of Disputes) on March 19. The Committee in adopting these reports followed the recommendations of the Steering Committee and the sense of the First Plenary meeting in presenting majority and minority views with no votes taken on specific positions.

It was the opinion of the Committee that discussion of Item I (Definitions) of the work program, could not be undertaken without the final text of the Definitive Arrangements available for consideration. This item was not, therefore, considered by the Committee.

In Committee discussions on Item IX (Reservations) there were no substantial views against the United States proposal "that there be no reservations to the final text," but as delegations' views on this item are dependent upon the final form and placement of articles within the two agreements, it was agreed consideration of this item could best be left to a time when a final text is available.

The Committee generally agreed in considering Item X that there should be two agreements, an intergovernmental agreement and an operating agreement. However, the Committee felt that it would be necessary to consider disposition of articles within or between the two agreements when there is general agreement on the scope of the two agreements.

Item V--Withdrawal Provisions, and Item VIII--Amendment Processes, are still under consideration in Working Group B. Therefore, Committee II will submit an additional report on these items to the Plenary after Working Group B has concluded its work.

Motoo Ogiso
Chairman, Committee II

* * *