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No. 19678

MULTILATERAL

Operating Agreement relating to the International Telecommunications Satellite Organization "INTELSAT" (with annex). Done at Washington on 20 August 1971

Authentic texts: English, French and Spanish.
Registered by the United States of America on 27 March 1981.

MULTILATÉRAL

Accord d'exploitation relatif à l'Organisation internationale de télécommunications par satellites «INTELSAT» (avec annexe). Fait à Washington le 20 août 1971

Textes authentiques : anglais, français et espagnol.
Enregistré par les États-Unis d'Amérique le 27 mars 1981.

OPERATING AGREEMENT[1] RELATING TO THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE ORGANIZATION "INTELSAT"

PREAMBLE

The Signatories to this Operating Agreement,

[1] Came into force on 12 February 1973, the date of the entry into force of the Agreement relating to INTELSAT, * in accordance with article 23 (*a*). Signatures were affixed on the dates indicated:

State	*Date of signature*
Algeria	20 August 1971
Australia	20 August 1971
Austria	5 April 1972
Barbados	19 January 1973
Belgium	13 January 1972
Brazil	20 August 1971
Canada	20 August 1971
Chile	20 August 1971
Costa Rica	9 December 1971
Dominican Republic	20 August 1971
Egypt**	20 October 1971
Ethiopia	20 August 1971
Finland	15 December 1971
France	27 March 1972
Gabon	20 April 1972
Greece	20 August 1971
India	23 December 1971
Indonesia	20 August 1971
Iran	25 August 1971
Ireland	18 February 1972
Israel	20 August 1971
Ivory Coast	20 August 1971
Jamaica	14 December 1972
Japan	20 August 1971
Jordan	20 August 1971
Liechtenstein	20 August 1971
Luxembourg	28 September 1971
Madagascar	9 February 1973
Malaysia	22 February 1972
Mauritania	20 August 1971
Mexico	4 November 1971
Monaco	1 May 1972
Morocco	20 August 1971
New Zealand	5 January 1972
Nicaragua	12 November 1971
Nigeria	25 October 1972
Norway	20 August 1971
Pakistan	20 August 1971
Peru	20 August 1971
Portugal	20 August 1971
Republic of China***	20 August 1971
Republic of Korea	24 August 1971
Republic of Vietnam	20 August 1971
Saudi Arabia	24 August 1972
Senegal	20 August 1971
South Africa	20 August 1971
Spain	20 August 1971
Sri Lanka	7 February 1973
Sudan	20 August 1971
Sweden	19 May 1972
Switzerland	20 August 1971
Syrian Arab Republic	20 August 1971
Thailand	20 August 1971
Trinidad and Tobago	20 August 1971
Tunisia	20 August 1971
United Kingdom of Great Britain and Northern Ireland	20 August 1971
United Republic of Cameroon	8 March 1972
United States of America	20 August 1971
Vatican City	20 August 1971
Venezuela	20 August 1971
Yemen	20 August 1971
Yugoslavia	20 August 1971
Zaire	20 August 1971
Zambia	1 November 1972

* See page 21 of this volume.

** See p. 219 of this volume for the texts of the declarations made upon definitive signature.

*** Notification of withdrawal from INTELSAT by the Government of the Republic of China, which was received on September 10, 1976, entails the simultaneous withdrawal of the International Telecommunications Development Corporation, Ltd., as provided by Article XVI, paragraph (*d*), of the intergovernmental Agreement. The withdrawal became effective on December 10, 1976, pursuant to Article XVI (*a*) (ii).

Subsequently, the Operating Agreement came into force for the following States on the dates indicated, i.e., the date when the INTELSAT Agreement entered into force for the Parties concerned:

State	*Date of definitive signature*
Colombia (With effect from 16 May 1974.)	20 August 1971
Italy (With effect from 4 June 1973.)	20 August 1971
Turkey (With effect from 26 September 1974.)	10 September 1971
Netherlands (With effect from 23 May 1973.)	13 October 1971
Germany, Federal Republic of (With effect from 2 July 1973.)	12 January 1972
Iceland (With effect from 7 February 1975.)	14 February 1972

(*Continued on page 151*)

Considering that the States Parties to the Agreement Relating to the International Telecommunications Satellite Organization "INTELSAT" have undertaken therein to sign or to designate a telecommunications entity to sign this Operating Agreement,

Agree as follows:

Article 1. (DEFINITIONS)

(*a*) For the purpose of this Operating Agreement:

(i) "Agreement" means the Agreement Relating to the International Telecommunications Satellite Organization "INTELSAT";

(*Footnote 1 continued from page 150*)

Singapore ..... (With effect from 20 February 1973.)	20 February	1973
Kuwait ..... (With effect from 8 March 1973.)	8 March	1973
Argentina ..... (With effect from 13 March 1973.)	13 March	1973
Central African Republic ..... (With effect from 13 March 1973.)	13 March	1973
Afghanistan ..... (With effect from 26 March 1973.)	26 March	1973
Iraq* ..... (With effect from 6 June 1973.)	6 June	1973
Lebanon ..... (With effect from 11 June 1974.)	20 August	1971
Philippines ..... (With effect from 10 October 1973.)	10 October	1973
Ecuador ..... (With effect from 9 November 1973.)	9 November	1973
Ghana ..... (With effect from 12 December 1973.)	12 December	1973
Cyprus ..... (With effect from 1 March 1974.)	1 March	1974
Denmark ..... (With effect from 13 June 1974.)	13 June	1974
Haiti ..... (With effect from 3 October 1974.)	3 October	1974
Bolivia ..... (With effect from 19 December 1974.)	19 December	1974
Oman ..... (With effect from 3 January 1975.)	3 January	1975
Panama ..... (With effect from 29 May 1975.)	29 May	1975
Libyan Arab Jamahiriya ..... (With effect from 9 June 1975.)	9 June	1975
Qatar ..... (With effect from 2 February 1976.)	2 February	1976
United Arab Emirates ..... (With effect from 12 May 1976.)	12 May	1976
Mali ..... (With effect from 6 July 1976.)	6 July	1976
Bangladesh ..... (With effect from 14 December 1976.)	14 December	1976
El Salvador ..... (With effect from 19 January 1977.)	19 January	1977
Chad ..... (With effect from 9 June 1977.)	9 June	1977
Paraguay ..... (With effect from 18 July 1977.)	18 July	1977
China* ..... (With effect from 16 August 1977.)	16 August	1977
Angola ..... (With effect from 23 September 1977.)	23 September	1977
Congo ..... (With effect from 26 October 1977.)	26 October	1977
Upper Volta ..... (With effect from 27 October 1977.)	27 October	1977
Kenya ..... (With effect from 6 December 1977.)	6 December	1977
United Republic of Tanzania ..... (With effect from 9 March 1978.)	9 March	1978
Fiji ..... (With effect from 4 May 1978.)	4 May	1978
Guatemala ..... (With effect from 11 October 1979.)	11 October	1979
Viet Nam** ..... (With effect from 24 October 1979.)	24 October	1979
Niger ..... (With effect from 14 April 1980.)	14 April	1980
Honduras ..... (With effect from 6 May 1980.)	6 May	1980
Guinea ..... (With effect from 14 July 1980.)	14 July	1980
Uganda ..... (With effect from 11 September 1980.)	11 September	1980

* See p. 219 of this volume for the texts of the declarations made upon definitive signature.

** In substitution for the Republic of Viet Nam.

(ii) "Amortization" includes depreciation; and

(iii) "Assets" includes every subject of whatever nature to which a right of ownership can attach, as well as contractual rights.

(*b*) The definitions in Article I of the Agreement shall apply to this Operating Agreement.

Article 2. (RIGHTS AND OBLIGATIONS OF SIGNATORIES)

Each Signatory acquires the rights provided for Signatories in the Agreement and this Operating Agreement and undertakes to fulfill the obligations placed upon it by those Agreements.

Article 3. (TRANSFER OF RIGHTS AND OBLIGATIONS)

(*a*) As of the date the Agreement and this Operating Agreement enter into force and subject to the requirements of Article 19 of this Operating Agreement:

(i) All of the property and contractual rights and all other rights, including rights in and to the space segment, owned in undivided shares by the signatories to the Special Agreement pursuant to the Interim Agreement and the Special Agreement as of such date, shall be owned by INTELSAT;

(ii) All of the obligations and liabilities undertaken or incurred by or on behalf of the signatories to the Special Agreement collectively in carrying out the provisions of the Interim Agreement and the Special Agreement which are outstanding as of, or arise from acts or omissions prior to, such date shall become obligations and liabilities of INTELSAT. However, this subparagraph shall not apply to any such obligation or liability arising from actions or decisions taken after the opening for signature of the Agreement which, after the entry into force of the Agreement, could not have been taken by the Board of Governors without prior authorization of the Assembly of Parties pursuant to paragraph (*f*) of Article III of the Agreement.

(*b*) INTELSAT shall be the owner of the INTELSAT space segment and of all other property acquired by INTELSAT.

(*c*) The financial interest in INTELSAT of each Signatory shall be equal to the amount arrived at by the application of its investment share to the valuation effected pursuant to Article 7 of this Operating Agreement.

Article 4. (FINANCIAL CONTRIBUTIONS)

(*a*) Each Signatory shall make contributions to the capital requirements of INTELSAT, as determined by the Board of Governors in accordance with the terms of the Agreement and this Operating Agreement, in proportion to its investment share as determined pursuant to Article 6 of this Operating Agreement and shall receive capital repayment and compensation for use of capital in accordance with the provisions of Article 8 of this Operating Agreement.

(*b*) Capital requirements shall include all direct and indirect costs for the design, development, construction and establishment of the INTELSAT space segment and for other INTELSAT property, as well as requirements for contributions by Signatories pursuant to paragraph (*f*) of Article 8 and paragraph (*b*) of Article 18 of this Operating Agreement. The Board of Governors shall determine the financial requirements of INTELSAT which shall be met from capital contributions from the Signatories.

(*c*) Each Signatory, as user of the INTELSAT space segment, as well as all other users, shall pay appropriate utilization charges established in accordance with the provisions of Article 8 of this Operating Agreement.

(*d*) The Board of Governors shall determine the schedule of payments required pursuant to this Operating Agreement. Interest at a rate to be determined by the Board of Governors shall be added to any amount unpaid after the date designated for payment.

Article 5. (CAPITAL CEILING)

(*a*) The sum of the net capital contributions of the Signatories and of the outstanding contractual capital commitments of INTELSAT shall be subject to a ceiling. This sum shall consist of the cumulative capital contributions made by the signatories to the Special Agreement, pursuant to Articles 3 and 4 of the Special Agreement, and by the Signatories to this Operating Agreement, pursuant to Article 4 of this Operating Agreement, less the cumulative capital repaid to them pursuant to the Special Agreement and to this Operating Agreement, plus the outstanding amount of contractual capital commitments of INTELSAT.

(*b*) The ceiling referred to in paragraph (*a*) of this Article shall be 500 million U.S. dollars or the amount authorized pursuant to paragraph (*c*) or (*d*) of this Article.

(*c*) The Board of Governors may recommend to the Meeting of Signatories that the ceiling in effect under paragraph (*b*) of this Article be increased. Such recommendation shall be considered by the Meeting of Signatories, and the increased ceiling shall become effective upon approval by the Meeting of Signatories.

(*d*) However, the Board of Governors may increase the ceiling up to ten percent above the limit of 500 million U.S. dollars or such higher limits as may be approved by the Meeting of Signatories pursuant to paragraph (*c*) of this Article.

Article 6. (INVESTMENT SHARES)

(*a*) Except as otherwise provided in this Article, each Signatory shall have an investment share equal to its percentage of all utilization of the INTELSAT space segment by all Signatories.

(*b*) For the purpose of paragraph (*a*) of this Article, utilization of the INTELSAT space segment by a Signatory shall be measured by dividing the space segment utilization charges payable by the Signatory to INTELSAT by the number of days for which charges were payable during the six-month period prior to the effective date of a determination of investment shares pursuant to subparagraph (*c*) (i), (*c*) (ii) or (*c*) (v) of this Article. However, if the number of days for which charges were payable by a Signatory for utilization during such six-month period was less than ninety days, such charges shall not be taken into account in determining investment shares.

(*c*) Investment shares shall be determined effective as of:

(i) The date of entry into force of this Operating Agreement;

(ii) The first day of March of each year, provided that if this Operating Agreement enters into force less than six months before the succeeding first day of March, there shall be no determination under this subparagraph effective as of that date;

(iii) The date of entry into force of this Operating Agreement for a new Signatory;

(iv) The effective date of withdrawal of a Signatory from INTELSAT; and

(v) The date of request by a Signatory for whom INTELSAT space segment utilization charges have, for the first time, become payable by that Signatory for utilization through its own earth station, provided that such date of request is not less than ninety days following the date the space segment utilization charges became payable.

(*d*) (i) Any Signatory may request that, if any determination of investment shares made pursuant to paragraph (*c*) of this Article would result in its investment share exceeding its quota or investment share, as the case may be, held immediately prior to such determination, it be allocated a lesser investment share, provided that such investment share shall not be less than its final quota held pursuant to the Special Agreement or than its investment share held immediately prior to the determination, as the case may be. Such requests shall be deposited with INTELSAT and shall indicate the reduced investment share desired. INTELSAT shall give prompt notification of such requests to all Signatories, and such requests shall be honored to the extent that other Signatories accept greater investment shares.

(ii) Any Signatory may notify INTELSAT that it is prepared to accept an increase in its investment share in order to accommodate requests for lesser investment shares made pursuant to subparagraph (i) of this paragraph and up to what limit, if any. Subject to such limits, the total amount of reduction in investment shares requested pursuant to subparagraph (i) of this paragraph shall be distributed among the Signatories which have accepted, pursuant to this subparagraph, greater investment shares, in proportion to the investment shares held by them immediately prior to the applicable adjustment.

(iii) If reductions requested pursuant to subparagraph (i) of this paragraph cannot be wholly accommodated among the Signatories which have accepted greater investment shares pursuant to subparagraph (ii) of this paragraph, the total amount of accepted increases shall be allocated, up to the limits indicated by each Signatory accepting a greater investment share pursuant to this paragraph, as reductions to those Signatories which requested lesser investment shares pursuant to subparagraph (i) of this paragraph, in proportion to the reductions requested by them under subparagraph (i) of this paragraph.

(iv) Any Signatory which has requested a lesser or accepted a greater investment share pursuant to this paragraph shall be deemed to have accepted the decrease or increase of its investment share, as determined pursuant to this paragraph, until the next determination of investment shares pursuant to subparagraph (*c*) (ii) of this Article.

(v) The Board of Governors shall establish appropriate procedures with regard to notification of requests by Signatories for lesser investment shares made pursuant to subparagraph (i) of this paragraph, and notification by Signatories which are prepared to accept increases in their investment shares pursuant to subparagraph (ii) of this paragraph.

(*e*) For the purposes of composition of the Board of Governors and calculation of the voting participation of Governors, the investment shares determined pursuant to subparagraph (*c*) (ii) of this Article shall take effect from the first day of the ordinary meeting of the Meeting of Signatories following such determination.

(*f*) To the extent that an investment share is determined pursuant to subparagraph (*c*) (iii) or (*c*) (v) or paragraph (*h*) of this Article, and to the extent necessitated by withdrawal of a Signatory, the investment shares of all other

Signatories shall be adjusted in the proportion that their respective investment shares, held prior to this adjustment, bear to each other. On the withdrawal of a Signatory, investment shares of 0.05 per cent determined in accordance with the provisions of paragraph (*h*) of this Article shall not be increased.

(*g*) Notification of the results of each determination of investment shares, and of the effective date of such determination shall be promptly furnished to all Signatories by INTELSAT.

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

Article 7. (FINANCIAL ADJUSTMENTS BETWEEN SIGNATORIES)

(*a*) On entry into force of this Operating Agreement and thereafter at each determination of investment shares, financial adjustments shall be made between Signatories, through INTELSAT, on the basis of a valuation effected pursuant to paragraph (*b*) of this Article. The amounts of such financial adjustments shall be determined with respect to each Signatory by applying to such valuation:

(i) On entry into force of this Operating Agreement, the difference, if any, between the final quota of each Signatory held pursuant to the Special Agreement and its initial investment share determined pursuant to Article 6 of this Operating Agreement;

(ii) At each subsequent determination of investment shares, the difference, if any, between the new investment share of each Signatory and its investment share prior to such determination.

(*b*) The valuation referred to in paragraph (*a*) of this Article shall be effected as follows:

(i) Deduct from the original cost of all assets as recorded in INTELSAT accounts as of the date of adjustment, including any capitalized return or capitalized expenses, the sum of:

(A) The accumulated amortization as recorded in INTELSAT accounts as of the date of adjustment, and

(B) Loans and other accounts payable by INTELSAT as of the date of adjustment;

(ii) Adjust the results obtained pursuant to subparagraph (i) of this paragraph by:

(A) Adding or deducting, for the purpose of the financial adjustments on entry into force of this Operating Agreement, an amount representing any deficiency or excess, respectively, in the payment by INTELSAT of compensation for use of capital relative to the cumulative amount due pursuant to the Special Agreement, at the rate or rates of compensation for use of capital in effect during the periods in which the relevant rates were applicable, as established by the Interim Communications Satellite Committee pursuant to Article 9 of the Special Agreement. For the purpose of assessing the amount representing any deficiency or excess in payment, compensation due shall be calculated on a monthly basis and relate to the net amount of the elements described in subparagraph (i) of this paragraph;

(B) Adding or deducting, for the purpose of each subsequent financial adjustment a further amount representing any deficiency or excess, respectively, in the payment by INTELSAT of compensation for use of capital from the

time of entry into force of this Operating Agreement to the effective date of valuation, relative to the cumulative amount due pursuant to this Operating Agreement, at the rate or rates of compensation for use of capital in effect during the periods in which the relevant rates were applicable, as established by the Board of Governors pursuant to Article 8 of this Operating Agreement. For the purpose of assessing the amount representing any deficiency or excess in payment, compensation due shall be calculated on a monthly basis and relate to the net amount of the elements described in subparagraph (i) of this paragraph.

(*c*) Payments due from and to Signatories pursuant to the provisions of this Article shall be effected by a 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, except that, with respect to payments due pursuant to subparagraph (*a*) (i) of this Article, interest shall be added from the date of entry into force of this Operating Agreement. The rate of interest referred to in this paragraph shall be equal to the rate of interest determined by the Board of Governors pursuant to paragraph (*d*) of Article 4 of this Operating Agreement.

Article 8. (UTILIZATION CHARGES AND REVENUES)

(*a*) The Board of Governors shall specify the units of measurement of INTELSAT space segment utilization relative to various types of utilization and, guided by such general rules as may be established by the Meeting of Signatories pursuant to Article VIII of the Agreement, shall establish INTELSAT space segment utilization charges. Such charges shall have the objective of covering the operating, maintenance and administrative costs of INTELSAT, the provision of such operating funds as the Board of Governors may determine to be necessary, the amortization of investment made by Signatories in INTELSAT and compensation for use of the capital of Signatories.

(*b*) For the utilization of capacity available for the purposes of specialized telecommunications services, pursuant to paragraph (*d*) of Article III of the Agreement, the Board of Governors shall establish the charge to be paid for the utilization of such services. In doing so it shall comply with the provisions of the Agreement and this Operating Agreement and in particular paragraph (*a*) of this Article, and shall take into consideration the costs associated with the provision of the specialized telecommunications services as well as an adequate part of the general and administrative costs of INTELSAT. In the case of separate satellites or associated facilities financed by INTELSAT pursuant to paragraph (*e*) of Article V of the Agreement, the Board of Governors shall establish the charges to be paid for the utilization of such services. In doing so, it shall comply with the provisions of the Agreement and this Operating Agreement and in particular paragraph (*a*) of this Article, so as to cover fully the costs directly resulting from the design, development, construction, and provision of such separate satellites and associated facilities as well as an adequate part of the general and administrative costs of INTELSAT.

(*c*) In determining the rate of compensation for use of the capital of Signatories, the Board of Governors shall include an allowance for the risks associated with investment in INTELSAT and, taking into account such allowance, shall fix the rate as close as possible to the cost of money in the world markets.

(*d*) The Board of Governors shall institute any appropriate sanctions in cases where payments of utilization charges shall have been in default for three months or longer.

(*e*) The revenues earned by INTELSAT shall be applied, to the extent that such revenues allow, in the following order of priority:

(i) To meet operating, maintenance and administrative costs;

(ii) To provide such operating funds as the Board of Governors may determine to be necessary;

(iii) To pay to Signatories, in proportion to their respective investment shares, sums representing a repayment of capital in the amount of the provisions for amortization established by the Board of Governors and recorded in the INTELSAT accounts;

(iv) To pay to a Signatory which has withdrawn from INTELSAT such sums as may be due to it pursuant to Article 21 of this Operating Agreement; and

(v) To pay to Signatories, in proportion to their respective investment shares, the available balance towards compensation for use of capital.

(*f*) To the extent, if any, that the revenues earned by INTELSAT are insufficient to meet INTELSAT operating, maintenance and administrative costs, the Board of Governors may decide to meet the deficiency by using INTELSAT operating funds, by overdraft arrangements, by raising a loan, by requiring Signatories to make capital contributions in proportion to their respective investment shares or by any combination of such measures.

Article 9. (TRANSFER OF FUNDS)

(*a*) Settlement of accounts between Signatories and INTELSAT in respect of financial transactions pursuant to Articles 4, 7 and 8 of this Operating Agreement shall be so arranged as to minimize both transfers of funds between Signatories and INTELSAT and the amount of funds held by INTELSAT over and above any operating funds determined by the Board of Governors to be necessary.

(*b*) All payments between Signatories and INTELSAT pursuant to this Operating Agreement shall be made in U.S. dollars or in currency freely convertible into U.S. dollars.

Article 10. (OVERDRAFTS AND LOANS)

(*a*) For the purpose of meeting financial deficiencies, pending the receipt of adequate INTELSAT revenues or of capital contributions by Signatories pursuant to this Operating Agreement, INTELSAT may, with the approval of the Board of Governors, enter into overdraft arrangements.

(*b*) Under exceptional circumstances and for the purpose of financing any activity undertaken by INTELSAT, or of meeting any liability incurred by INTELSAT, pursuant to paragraph (*a*), (*b*) or (*c*) of Article III of the Agreement or to this Operating Agreement, INTELSAT may raise loans upon decision of the Board of Governors. The outstanding amounts of such loans shall be considered as contractual capital commitments for the purpose of Article 5 of this Operating Agreement. The Board of Governors shall, in accordance with subparagraph (*a*) (xiv) of Article X of the Agreement, report fully to the Meeting of Signatories with respect to the reasons for its decision to raise any loan and the terms and conditions under which such a loan was raised.

Article 11. (EXCLUDED COSTS)

The following shall not form part of the costs of INTELSAT:

(i) Taxes on income derived from INTELSAT of any of the Signatories;

(ii) 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 INTELSAT space segment; and

(iii) The costs of representatives of Parties and Signatories incurred in attending meetings of the Assembly of Parties, of the Meeting of Signatories, of the Board of Governors or any other meetings of INTELSAT.

Article 12. (AUDIT)

The accounts of INTELSAT shall be audited annually by independent auditors appointed by the Board of Governors. Any Signatory shall have the right of inspection of INTELSAT accounts.

Article 13. (INTERNATIONAL TELECOMMUNICATION UNION)

In addition to observing the relevant regulations of the International Telecommunication Union, INTELSAT shall, in the design, development, construction and establishment of the INTELSAT space segment and in the procedures established for regulating the operation of the INTELSAT space segment and of the earth stations, give due consideration to the relevant recommendations and procedures of the International Telegraph and Telephone Consultative Committee, the International Radio Consultative Committee and the International Frequency Registration Board.

Article 14. (EARTH STATION APPROVAL)

(*a*) Any application for approval of an earth station to utilize the INTELSAT space segment shall be submitted to INTELSAT by the Signatory designated by the Party in whose territory the earth station is or will be located or, with respect to earth stations located in a territory not under the jurisdiction of a party, by a duly authorized telecommunications entity.

(*b*) Failure by the Meeting of Signatories to establish general rules, pursuant to subparagraph (*b*) (v) of Article VIII of the Agreement, or the Board of Governors to establish criteria and procedures, pursuant to subparagraph (*a*) (vi) of Article X of the Agreement, for approval of earth stations shall not preclude the Board of Governors from considering or acting upon any application for approval of an earth station to utilize the INTELSAT space segment.

(*c*) Each Signatory or telecommunications entity referred to in paragraph (*a*) of this Article shall, with respect to earth stations for which it has submitted an application, be responsible to INTELSAT for compliance of such stations with the rules and standards specified in the document of approval issued to it by INTELSAT, unless, in the case of a Signatory which has submitted an application, its designating Party assumes such responsibility with respect to all or some of the earth stations not owned or operated by such Signatory.

Article 15. (ALLOTMENT OF SPACE SEGMENT CAPACITY)

(*a*) Any application for allotment of INTELSAT space segment capacity shall be submitted to INTELSAT by a Signatory or, in the case of a territory not under the jurisdiction of a Party, by a duly authorized telecommunications entity.

(*b*) In accordance with the terms and conditions established by the Board of Governors pursuant to Article X of the Agreement, allotment of INTELSAT space segment capacity shall be made to a Signatory or, in the case of a territory not under

the jurisdiction of a Party, to the duly authorized telecommunications entity making the application.

(*c*) Each Signatory or telecommunications entity to which an allotment has been made pursuant to paragraph (*b*) of this Article shall be responsible for compliance with all the terms and conditions established by INTELSAT with respect to such allotment, unless, in the case of a Signatory which has submitted an application, its designating Party assumes such responsibility for allotments made with respect to all or some of the earth stations not owned or operated by such Signatory.

Article 16. (PROCUREMENT)

(*a*) All contracts relating to the procurement of goods and services required by INTELSAT shall be awarded in accordance with Article XIII of the Agreement, Article 17 of this Operating Agreement and the procedures, regulations, terms and conditions established by the Board of Governors pursuant to the provisions of the Agreement and this Operating Agreement. The services to which this Article refers are those provided by juridical persons.

(*b*) The approval of the Board of Governors shall be required before:

(i) The issuing of requests for proposals or invitations to tender for contracts which are expected to exceed 500,000 U.S. dollars in value;

(ii) The awarding of any contract to a value exceeding 500,000 U.S. dollars.

(*c*) In any of the following circumstances, the Board of Governors may decide to procure goods and services otherwise than on the basis of responses to open international invitations to tender:

(i) Where the estimated value of the contract does not exceed 50,000 U.S. dollars or any such higher amount as the Meeting of Signatories may decide in the light of proposals by the Board of Governors;

(ii) Where procurement is required urgently to meet an emergency situation involving the operational viability of the INTELSAT space segment;

(iii) Where the requirement is of a predominantly administrative nature best suited to local procurement; and

(iv) Where there is only one source of supply to a specification which is necessary to meet the requirements of INTELSAT or where the sources of supply are so severely restricted in number that it would be neither feasible nor in the best interest of INTELSAT to incur the expenditure and time involved in open international tender, provided that where there is more than one source they will all have the opportunity to bid on an equal basis.

(*d*) The procedures, regulations, terms and conditions referred to in paragraph (*a*) of this Article shall provide for the supply of full and timely information to the Board of Governors. Upon request from any Governor, the Board of Governors shall be able to obtain, with respect to all contracts, any information necessary to enable that Governor to discharge his responsibilities as a Governor.

Article 17. (INVENTIONS AND TECHNICAL INFORMATION)

(*a*) INTELSAT, in connection with any work performed by it or on its behalf, shall acquire in inventions and technical information those rights, but no more than those rights, necessary in the common interests of INTELSAT and the Signatories in their capacity as such. In the case of work done under contract, any such rights obtained shall be on a non-exclusive basis.

(*b*) For the purposes of paragraph (*a*) of this Article, INTELSAT, taking into account its principles and objectives, the rights and obligations of the Parties and Signatories under the Agreement and this Operating Agreement and generally accepted industrial practices, shall, in connection with any work performed by it or on its behalf involving a significant element of study, research or development, ensure for itself:

(i) The right without payment to have disclosed to it all inventions and technical information generated by work performed by it or on its behalf;

(ii) The right to disclose and have disclosed to Signatories and others within the jurisdiction of any Party and to use and authorize and have authorized Signatories and such others to use such inventions and technical information:

(A) Without payment, in connection with the INTELSAT space segment and any earth station operating in conjunction therewith, and

(B) For any other purpose, on fair and reasonable terms and conditions to be settled between Signatories or others within the jurisdiction of any Party and the owner or originator of such inventions and technical information or any other duly authorized entity or person having a property interest therein.

(*c*) In the case of work done under contract, the implementation of paragraph (*b*) of this Article shall be based on the retention by contractors of ownership of rights in inventions and technical information generated by them.

(*d*) INTELSAT shall also ensure for itself the right, on fair and reasonable terms and conditions, to disclose and have disclosed to Signatories and others within the jurisdiction of any Party, and to use and authorize and have authorized Signatories and such others to use, inventions and technical information directly utilized in the execution of work performed on its behalf but not included in paragraph (*b*) of this Article, to the extent that the person who has performed such work is entitled to grant such right and to the extent that such disclosure and use is necessary for the effective exercise of rights obtained pursuant to paragraph (*b*) of this Article.

(*e*) The Board of Governors may, in individual cases, where exceptional circumstances warrant, approve a deviation from the policies prescribed in subparagraph (*b*) (ii) and paragraph (*d*) of this Article where in the course of negotiations it is demonstrated to the Board of Governors that failure to deviate would be detrimental to the interests of INTELSAT and, in the case of subparagraph (*b*) (ii), that adherence to these policies would be incompatible with prior contractual obligations entered into in good faith by a prospective contractor with a third party.

(*f*) The Board of Governors may also, in individual cases, where exceptional circumstances warrant, approve a deviation from the policy prescribed in paragraph (*c*) of this Article where all of the following conditions are met:

(i) It is demonstrated to the Board of Governors that failure to deviate would be detrimental to the interests of INTELSAT,

(ii) It is determined by the Board of Governors that INTELSAT should be able to ensure patent protection in any country, and

(iii) Where, and to the extent that, the contractor is unable or unwilling to ensure such protection on a timely basis.

(*g*) In determining whether and in what form to approve any deviation pursuant to paragraphs (*e*) and (*f*) of this Article, the Board of Governors shall take into

account the interests of INTELSAT and all Signatories and the estimated financial benefits to INTELSAT resulting from such deviation.

(*h*) With respect to inventions and technical information in which rights were acquired under the Interim Agreement and the Special Agreement, or are acquired under the Agreement and this Operating Agreement other than pursuant to paragraph (*b*) of this Article, INTELSAT, to the extent that it has the right to do so, shall upon request:

(i) Disclose or have disclosed such inventions and technical information to any Signatory, subject to reimbursement of any payment made by or required of INTELSAT in respect of the exercise of such right of disclosure;

(ii) Make available to any Signatory the right to disclose or have disclosed to others within the jurisdiction of any Party and to use and authorize or have authorized such others to use such inventions and technical information:

(A) Without payment, in connection with the INTELSAT space segment or any earth station operating in conjunction therewith, and

(B) For any other purpose, on fair and reasonable terms and conditions to be settled between Signatories or others within the jurisdiction of any Party and INTELSAT or the owner or originator of such inventions and technical information or any other duly authorized entity or person having a property interest therein, and subject to reimbursement of any payment made by or required of INTELSAT in respect of the exercise of such rights.

(*i*) To the extent that INTELSAT acquires the right pursuant to subparagraph (*b*) (i) of this Article to have inventions and technical information disclosed to it, it shall keep each Signatory which so requests informed of the availability and general nature of such inventions and technical information. To the extent that INTELSAT acquires rights pursuant to the provisions of this Article to make inventions and technical information available to Signatories and others in the jurisdiction of Parties, it shall make such rights available upon request to any Signatory or its designee.

(*j*) The disclosure and use, and the terms and conditions of disclosure and use, of all inventions and technical information in which INTELSAT has acquired any rights shall be on a non-discriminatory basis with respect to all Signatories and their designees.

Article 18. (LIABILITY)

(*a*) Neither INTELSAT nor any Signatory, in its capacity as such, nor any director, officer or employee of any of them nor any representative to any organ of INTELSAT acting in the performance of their functions and within the scope of their authority, shall be liable to, nor shall any claim be made against any of them by, any Signatory or INTELSAT for loss or damage sustained by reason of any unavailability, delay or faultiness of telecommunications services provided or to be provided pursuant to the Agreement or this Operating Agreement.

(*b*) If INTELSAT or any Signatory, in its capacity as such, is required, by reason of a binding decision rendered by a competent tribunal or as a result of a settlement agreed to or concurred in by the Board of Governors, to pay any claim, including any costs and expenses associated therewith, which arises out of any activity conducted or authorized by INTELSAT pursuant to the Agreement or to this

Operating Agreement, to the extent that the claim is not satisfied through indemnification, insurance or other financial arrangements, the Signatories shall, notwithstanding any ceiling established by or pursuant to Article 5 of this Operating Agreement, pay to INTELSAT the amount unsatisfied on such claim in proportion to their respective investment shares as of the date the payment by INTELSAT of such claim is due.

(*c*) If such a claim is asserted against a Signatory, that Signatory, as a condition of payment by INTELSAT of the claim pursuant to paragraph (*b*) of this Article, shall without delay provide INTELSAT with notice thereof, and shall afford INTELSAT the opportunity to advise and recommend on or to conduct the defense or other disposition of the claim and, to the extent permitted by the law of the jurisdiction in which the claim is brought, to become a party to the proceeding either with such Signatory or in substitution for it.

Article 19. (BUY-OUT)

(*a*) Consonant with the provisions of Articles IX and XV of the Interim Agreement, the Board of Governors shall, as soon as practicable and not later than three months after entry into force of this Operating Agreement, determine, in accordance with paragraph (*d*) of this Article, the financial status in relation to INTELSAT of each signatory to the Special Agreement for which, in its capacity as a State, or for whose State the Agreement, on its entry into force, had neither entered into force nor been applied provisionally. The Board of Governors shall notify each such signatory in writing of its financial status and the rate of interest thereon. This rate of interest shall be close to the cost of money in world markets.

(*b*) A signatory may accept the assessment of its financial status and the rate of interest as notified pursuant to paragraph (*a*) of this Article or as may otherwise have been agreed between the Board of Governors and this signatory. INTELSAT shall pay to such signatory, in U.S. dollars or in another currency freely convertible into U.S. dollars, within ninety days of such acceptance, or within such greater period as may be mutually agreed, the amount so accepted, together with interest thereon from the date of entry into force of this Operating Agreement to the date of payment.

(*c*) If there is a dispute between INTELSAT and a signatory as to the amount or the rate of interest, which cannot be settled by negotiation within the period of one year from the date of notification pursuant to paragraph (*a*) of this Article, the amount and rate of interest notified shall remain the standing offer by INTELSAT to settle the matter, and the corresponding funds shall be set aside at the disposal of such signatory. Provided that a mutually acceptable tribunal can be found, INTELSAT shall refer the matter to arbitration if the signatory so requests. Upon receipt of the decision of the tribunal, INTELSAT shall pay to the signatory the amount decided by the tribunal in U.S. dollars or in another currency freely convertible into U. S. dollars.

(*d*) For the purpose of paragraph (*a*) of this Article, the financial status shall be determined as follows:

(i) Multiply the final quota held by the signatory pursuant to the Special Agreement by the amount established from the valuation effected pursuant to paragraph (*b*) of Article 7 of this Operating Agreement as of the date of entry into force of this Operating Agreement; and

(ii) From the resulting product deduct any amounts due from that signatory as of the date of entry into force of this Operating Agreement.

(*e*) No provision of this Article shall:

(i) Relieve a signatory described in paragraph (*a*) of this Article of its share of any obligations incurred by or on behalf of the signatories to the Special Agreement collectively as the result of acts or omissions in the implementation of the Interim Agreement and the Special Agreement prior to the date of entry into force of this Operating Agreement; or

(ii) Deprive such a signatory of any rights acquired by it, in its capacity as such, which would otherwise continue after the termination of the Special Agreement and for which the signatory has not already been compensated pursuant to the provisions of this Article.

Article 20. (SETTLEMENT OF DISPUTES)

(*a*) All legal disputes arising in connection with the rights and obligations under the Agreement or this Operating Agreement between Signatories with respect to each other, or between INTELSAT and a Signatory or Signatories, if not otherwise settled within a reasonable time, shall be submitted to arbitration in accordance with the provisions of Annex C to the Agreement.

(*b*) All such disputes arising between a Signatory and a State or telecommunications entity which has ceased to be a Signatory, or between INTELSAT and a State or telecommunications entity which has ceased to be a Signatory, and which arise after such State or telecommunications entity ceased to be a Signatory, if not otherwise settled within a reasonable time, shall be submitted to arbitration, and may be submitted to arbitration in accordance with the provisions of Annex C to the Agreement provided the disputants in any given dispute so agree. If a State or telecommunications entity ceases to be a Signatory after an arbitration in which it is a disputant has commenced, such arbitration shall be continued and concluded in accordance with the provisions of Annex C to the Agreement, or, as the case may be, with the other provisions under which the arbitration is being conducted.

(*c*) All legal disputes arising in connection with agreements or contracts that INTELSAT may conclude with any Signatory shall be subject to the provisions on settlement of disputes contained in such agreements or contracts. In the absence of such provisions, such disputes, if not otherwise settled within a reasonable time, shall be submitted to arbitration in accordance with the provisions of Annex C to the Agreement.

(*d*) If upon entry into force of this Operating Agreement, any arbitration is in progress pursuant to the Supplementary Agreement on Arbitration dated June 4, 1965,[1] the provisions of that Agreement shall remain in force with respect to such arbitration until its conclusion. If the Interim Communications Satellite Committee is a party to any such arbitration, INTELSAT shall replace it as a party.

Article 21. (WITHDRAWAL)

(*a*) Within three months after the effective date of withdrawal of a Signatory from INTELSAT pursuant to Article XVI of the Agreement, the Board of Governors shall notify the Signatory of the evaluation by the Board of Governors of its financial status in relation to INTELSAT as of the effective date of its withdrawal and of the proposed terms of settlement pursuant to paragraph (*c*) of this Article.

(*b*) The notification pursuant to paragraph (*a*) of this Article shall include a statement of:

[1] United Nations, *Treaty Series*, vol. 726, p. 344.

(i) The amount payable by INTELSAT to the Signatory, calculated by multiplying the investment share held by the Signatory as of the effective date of its withdrawal by the amount established from a valuation effected pursuant to paragraph (*b*) of Article 7 of this Operating Agreement as of that date;

(ii) Any amounts to be paid by the Signatory to INTELSAT, pursuant to paragraph (*g*), (*j*) or (*k*) of Article XVI of the Agreement, representing its share of capital contributions for contractual commitments specifically authorized prior to the receipt by the appropriate authority of notice of its decision to withdraw or, as the case may be, prior to the effective date of its withdrawal, together with the proposed schedule for the payments to meet the said contractual commitments; and

(iii) Any amounts due from the Signatory to INTELSAT as of the effective date of its withdrawal.

(*c*) The amounts referred to in subparagraphs (*b*) (i) and (*b*) (ii) of this Article shall be repaid by INTELSAT to the Signatory over a period of time consistent with the period over which other Signatories will be repaid their capital contributions, or over such lesser period as the Board of Governors may consider appropriate. The Board of Governors shall determine the rate of interest to be paid to or by the Signatory in respect of any amounts which may, from time to time, be outstanding for settlement.

(*d*) In its evaluation pursuant to subparagraph (*b*) (ii) of this Article, the Board of Governors may decide to relieve the Signatory in whole or in part of its responsibility for contributing its share of the capital contributions necessary to meet both contractual commitments specifically authorized and liabilities arising from acts or omissions prior to the receipt of notice of withdrawal or, as the case may be, prior to the effective date of withdrawal of the Signatory pursuant to Article VI of the Agreement.

(*e*) Except as may be decided by the Board of Governors pursuant to paragraph (*d*) of this Article, no provision of this Article shall:

(i) Relieve a Signatory referred to in paragraph (*a*) of this Article of its share of any non-contractual obligations of INTELSAT arising from acts or omissions in the implementation of the Agreement and the Operating Agreement prior to the receipt of notice of its decision to withdraw or, as the case may be, prior to the effective date of its withdrawal; or

(ii) Deprive such a Signatory of any rights acquired by it, in its capacity as such, which would otherwise continue after the effective date of its withdrawal, and for which the Signatory has not already been compensated pursuant to the provisions of this Article.

Article 22. (AMENDMENTS)

(*a*) Any Signatory, the Assembly of Parties or the Board of Governors may propose amendments to this Operating Agreement. Proposed amendments shall be submitted to the executive organ, which shall distribute them promptly to all Parties and Signatories.

(*b*) The Meeting of Signatories shall consider each proposed amendment at its first ordinary meeting following its distribution by the executive organ, or at an earlier extraordinary meeting convened in accordance with the provisions of Article VIII of the Agreement, provided that the proposed amendment has been distributed by the executive organ at least ninety days before the opening date of the

meeting. The Meeting of Signatories shall consider any views and recommendations which it receives from the Assembly of Parties or the Board of Governors with respect to a proposed amendment.

(*c*) The Meeting of Signatories shall take decisions on each proposed amendment in accordance with the provisions relating to quorum and voting contained in Article VIII of the Agreement. It may modify any proposed amendment, distributed in accordance with paragraph (*b*) of this Article, and may also take decisions on any amendment not so distributed but directly consequential to a proposed or modified amendment.

(*d*) An amendment which has been approved by the Meeting of Signatories shall enter into force in accordance with paragraph (*e*) of this Article after the Depositary has received notice of approval of the amendment from either:

(i) Two-thirds of the Signatories which were Signatories as of the date upon which the amendment was approved by the Meeting of Signatories, provided that such two-thirds include Signatories which then held at least two-thirds of the total investment shares; or

(ii) A number of Signatories equal to or exceeding eighty-five per cent of the total number of Signatories which were Signatories as of the date upon which the amendment was approved by the Meeting of Signatories, regardless of the amount of investment shares which such Signatories then held.

Notification of the approval of an amendment by a Signatory shall be transmitted to the Depositary by the Party concerned, and such a notification shall signify the acceptance by the Party of such amendment.

(*e*) The Depositary shall notify all the Signatories as soon as it has received the approvals of the amendment required by paragraph (*d*) of this Article for the entry into force of an amendment. Ninety days after the date of issue of this notification, the amendment shall enter into force for all Signatories, including those that have not yet approved it and have not withdrawn from INTELSAT.

(*f*) Notwithstanding the provisions of paragraphs (*d*) and (*e*) of this Article, an amendment shall not enter into force later than eighteen months after the date it has been approved by the Meeting of Signatories.

Article 23. (ENTRY INTO FORCE)

(*a*) This Operating Agreement shall enter into force for a Signatory on the date on which the Agreement enters into force, in accordance with paragraphs (*a*) and (*d*) or paragraphs (*b*) and (*d*) of Article XX of the Agreement, for the Party concerned.

(*b*) This Operating Agreement shall be applied provisionally for a Signatory on the date on which the Agreement is applied provisionally, in accordance with paragraphs (*c*) and (*d*) of Article XX of the Agreement, for the Party concerned.

(*c*) This Operating Agreement shall continue in force for as long as the Agreement is in force.

Article 24. (DEPOSITARY)

(*a*) The Government of the United States of America shall be the Depositary for this Operating Agreement, the texts of which in English, French and Spanish are equally authentic. This Operating Agreement shall be deposited in the archives of the Depositary, with which shall also be deposited notifications of approval of amendments, of substitution of a Signatory pursuant to paragraph (*f*) of Article XVI of the Agreement, and of withdrawals from INTELSAT.

(*b*) The Depositary shall transmit certified copies of the texts of this Operating Agreement to all Governments and all designated telecommunications entities which have signed it, and to the International Telecommunication Union, and shall notify those Governments, designated telecommunications entities, and the International Telecommunication Union, of signatures to this Operating Agreement, of commencement of the sixty-day period referred to in paragraph (*a*) of Article XX of the Agreement, of the entry into force of this Operating Agreement, of notifications of approval of amendments and of the entry into force of amendments to this Operating Agreement. Notice of the commencement of the sixty-day period shall be issued on the first day of that period.

(*c*) Upon entry into force of this Operating Agreement, the Depositary shall register it with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations.

IN WITNESS WHEREOF, the undersigned duly authorized thereto have signed this Operating Agreement.

DONE at Washington, on the 20th day of August, one thousand nine hundred and seventy-one.

ANNEX

TRANSITION PROVISIONS

1) *Obligation of Signatories*

Each Signatory to this Operating Agreement which was, or whose designating Party was, a party to the Interim Agreement shall pay, or shall be entitled to receive, the net amount of any sums due pursuant to the Special Agreement as of the date of entry into force of the Agreement, from or to such party, in its capacity as a signatory to the Special Agreement, or from or to its designated signatory to the Special Agreement.

2) *Establishment of the Board of Governors*

(*a*) On the date of commencement of the sixty-day period referred to in paragraph (*a*) of Article XX of the Agreement, and thereafter at weekly intervals, the Communications Satellite Corporation shall notify all signatories to the Special Agreement and States or telecommunications entities designated by States for whom this Operating Agreement will come into force, or will be applied provisionally, on the date of entry into force of the Agreement, of the estimated initial investment share of each such State or telecommunications entity pursuant to the provisions of this Operating Agreement.

(*b*) During the said sixty-day period, the Communications Satellite Corporation shall make the necessary administrative preparations for the convening of the first meeting of the Board of Governors.

(*c*) Within three days after the date of entry into force of the Agreement, the Communications Satellite Corporation, acting pursuant to paragraph 2 of Annex D to the Agreement, shall:

(i) Inform all Signatories for whom this Operating Agreement has come into force or has been applied provisionally of their initial investment shares determined pursuant to Article 6 of this Operating Agreement; and

(ii) Inform all such Signatories of the arrangements made for the first meeting of the Board of Governors, which shall be convened not more than thirty days after the date of entry into force of the Agreement.

3) *Settlement of Disputes*

Any legal dispute which may arise between INTELSAT and the Communications Satellite Corporation in connection with the rendering of services by the Corporation to INTELSAT, between the date of entry into force of this Operating Agreement and the effective date of the contract arranged pursuant to subparagraph (*a*) (ii) of Article XII of the Agreement, if not otherwise settled within a reasonable time, shall be submitted to arbitration in accordance with the provisions of Annex C to the Agreement.

[Ministry of Communications of the Royal Government of Afghanistan][1,2]

For the Government of the Democratic and Popular Republic of Algeria:
Sera soumis à ratification[3]
[ABDELKADER BOUSSELHAM][4]

For the Government of the Argentine Republic:
Pour le Gouvernement de la République Argentine[5] :
Por el Gobierno de la República Argentina:
[TISCORNIA]

Overseas Telecommunications Commission (Australia):
[HAROLD WHITE]

[Ministry of Posts, Telephones and Telegraphs
of the Government of the People's Republic of Bangladesh][6,7]

[1] The Department of State was notified by an Afghanistan Embassy note of 3 May 1978 that as of 30 April 1978 Afghanistan became known as the Democratic Republic of Afghanistan — Le Département d'Etat a été informé par une note en date du 3 mai 1978 de l'Ambassade afghane qu'à partir du 30 avril 1978 l'Afghanistan est devenu la République démocratique d'Afghanistan.

[2] Signature affixed on 26 March 1973 — Signature apposée le 26 mars 1973.

[3] Will be submitted to ratification.

[4] The names of signatories appearing between brackets were not legible and have been supplied by the Government of the United States — Les noms des signataires donnés entre crochets étaient illisibles et ont été fournis par le Gouvernement des Etats-Unis.

[5] The Operating Agreement was signed for the Government of the Argentine Republic on 20 August 1971, and entered into force for that Government on 12 February 1973. Pursuant to article XVI (*f*) of the intergovernmental Agreement, the Embassy of the Argentine Republic notified the Department of State by a note dated 9 March 1973, that the Government of the Argentine Republic has decided to designate Empresa Nacional de Telecomunicaciones de la República Argentina (ENTEL) to be the signatory to the Operating Agreement. On 13 March 1973, the Operating Agreement was signed for Empresa Nacional de Telecomunicaciones de la República Argentina (ENTEL) and entered into force for this entity on that date — L'Accord d'exploitation a été signé pour le Gouvernement de la République argentine le 20 août 1971, et est entré en vigueur pour celui-ci le 12 février 1973. Conformément au paragraphe *f* de l'article XVI de l'Accord intergouvernemental, l'Ambassade de la République argentine a informé le Département d'Etat, par une note en date du 9 mars 1973, que le Gouvernement de la République argentine a décidé de désigner l'Empresa Nacional de Telecomunicaciones de la República Argentina (ENTEL) pour être le signataire de l'Accord d'exploitation. Le 13 mars 1973, cet Accord a été signé pour l'Empresa Nacional de Telecomunicaciones de la República Argentina (ENTEL) et est entré en vigueur pour cette entité à la même date.

[6] Pursuant to article XVI (*f*) of the intergovernmental Agreement, the Foreign Secretary of the People's Republic of Bangladesh notified the Secretary of State by a note dated 19 October 1976, that "the Government of the People's Republic of Bangladesh has designated the Telegraph and Telephone Board of Bangladesh to be its signatory to the Operating Agreement ..." The Operating Agreement was signed for the Telegraph and Telephone Board of Bangladesh on 14 December 1976 and entered into force for the Board on that date — Conformément au paragraphe *f* de l'article XVI de l'Accord intergouvernemental, le Secrétaire des affaires étrangères de la République populaire du Bangladesh a informé le Secrétaire d'Etat, par une note en date du 19 octobre 1976, que «le Gouvernement de la République populaire du Bangladesh a désigné le Telegraph and Telephone Board of Bangladesh pour être le signataire de l'Accord d'exploitation ...» Cet Accord a été signé pour le Telegraph and Telephone Board of Bangladesh le 14 décembre 1976 et est entré en vigueur à la même date.

[7] Signature affixed on 14 December 1976 — Signature apposée le 14 décembre 1976.

Emprêsa Brasileira de Telecomunicações (EMBRATEL):[1]

[FRANCISCO AUGUSTO GALVÃO]
[CARLOS B. COELHO]

Canadian Overseas Telecommunication Corporation:[2]

[DELORME]

Empresa Nacional de Telecomunicaciones S.A. (ENTEL) [Chile]:

[O. LETELIER]
Emb. of Chile[3]

For the Republic of China:
Pour la République de Chine[4] :
Por la República de China:

[JAMES C. H. SHEN]
Subject to ratification[5]

[1] By note No. 257/670.3 of 9 June 1977, the Brazilian Embassy informed the Department of State that the name of the signatory to the Operating Agreement has been changed from "Empresa Brasileira de Telecomunicações — EMBRATEL" to "Empresa Brasileira de Telecomunicações S.A. — EMBRATEL" and that Empresa Brasileira de Telecomunicações S.A. — EMBRATEL remains responsible for all obligations incurred under the earlier name — Par une note nº 257/670.3 en date du 9 juin 1977, l'Ambassade brésilienne a informé le Département d'Etat du changement de nom du signataire de l'Accord d'exploitation : «Empresa Brasileira de Telecomunicaçoes — EMBRATEL» a été remplacé par «Empresa Brasileira de Telecomunicaçoes S.A. — EMBRATEL». Celui-ci reste responsable de toutes les obligations contractées sous l'ancienne dénomination.

[2] The Operating Agreement was signed for the Canadian Overseas Telecommunication Corporation on 20 August 1971 and entered into force for the Corporation on 12 February 1973. The Ambassador of Canada informed the Secretary of State by a note dated 8 January 1976 that on 15 December 1975 the name of the Canadian Overseas Telecommunication Corporation was changed to that of Teleglobe Canada, and that Teleglobe Canada remains responsible for all obligations incurred under the earlier name — L'Accord d'exploitation a été signé, pour la Canadian Overseas Telecommunication Corporation, le 20 août 1971, et est entré en vigueur pour celle-ci le 12 février 1973. L'Ambassadeur canadien a informé le Secrétaire d'Etat, par une note en date du 8 janvier 1976, que le 15 décembre 1975, le nom de «Canadian Overseas Telecommunication Corporation» a été remplacé par celui de «Teleglobe Canada» et que ce dernier restait responsable de toutes les obligations contractées sous l'ancienne dénomination.

[3] Ambassador of Chile — Ambassadeur du Chili.

[4] The Operating Agreement was signed for the Republic of China on 20 August 1971 and entered into force for that Government on 12 February 1973. Pursuant to article XVI (*f*) of the Intergovernmental Agreement, the Minister of Foreign Affairs of the Republic of China notified the Secretary of State by a note No. INT 74-01262 of 28 January 1974 that "the Government of the Republic of China has designated the International Telecommunication Development Corporation Ltd. to be its signatory to the Operating Agreement ..." On 1 February 1974, the Operating Agreement was signed for the International Telecommunication Development Corporation Ltd. and entered into force for this entity on that date — L'Accord d'exploitation a été signé pour la République de Chine le 20 août 1971, et est entré en vigueur pour ce gouvernement le 12 février 1973. Conformément au paragraphe *f* de l'article XVI de l'Accord intergouvernemental, le Ministre des affaires étrangères de la République de Chine a informé le Secrétaire d'Etat, par une note nº INT 74-01262 du 28 janvier 1974, que «le Gouvernement de la République de Chine a désigné l'International Telecommunication Development Corporation Ltd. pour être le signataire de l'Accord d'exploitation...» Le 1er février 1974, l'Accord d'exploitation a été signé pour l'International Telecommunication Development Corporation Ltd. et est entré en vigueur pour cette entité à la même date.

[5] Sous réserve de ratification.

[Peking Administration of Long Distance Telecommunications]
(People's Republic of China)[1,2]

Empresa Nacional de Telecomunicaciones de Colombia (TELECOM):
[DOUGLAS BOTERO BOSHELL]
Sujeto a ratificación[3]

Office Congolais des Postes et Télécommunications[4] :
[NGIRABATWARE]

For the Government of Denmark:
Pour le Gouvernement du Danemark[5] :
Por el Gobierno de Dinamarca:
[ERIK HAUGE]

Compañía Dominicana de Teléfonos, C. por A.:
[C. H. MCLEAN]

[1] See p. 219 of this volume for the text of the declarations made upon definitive signature — Voir p. 219 du présent volume pour le texte des déclarations faites lors de la signature définitive.

[2] Signature affixed on 16 August 1977 — Signature apposée le 16 août 1977.

[3] Subject to ratification — Sous réserve de ratification.

[4] Signed 20 August 1971 for Office Congolais de Postes et Télécommunications. The Embassy of Zaire notified the Department of State by a note dated 11 September 1973 that the Office Congolais des Postes et Télécommunications (O.C.P.T.) became the Office National des Postes et Télécommunications du Zaïre (O.N.P.T.Z.) (National Post and Telecommunications Office of Zaire) when the name of the country was changed on 27 October 1971 — Signé le 20 août 1971 pour l'Office Congolais des Postes et Télécommunications. L'Ambassade du Zaïre a informé le Département d'Etat, par une note en date du 11 septembre 1973, que l'Office Congolais des Postes et Télécommunications (O.C.P.T.) est devenu l'Office National des Postes et Télécommunications du Zaïre (O.N.P.T.Z.) quand le nom du pays a été changé le 27 octobre 1971.

[5] The Operating Agreement was signed for the Government of Denmark on 20 August 1971 and entered into force for that Government on 12 February 1973. Pursuant to article XVI (*f*) of the Intergovernmental Agreement, the Minister for Foreign Affairs of Denmark notified the Secretary of State by a note dated 7 June 1974 that "the Government of the Kingdom of Denmark has designated Generaldirektoratet for Post-og Telegrafvaesenet to be its signatory to the Operating Agreement ..." On 13 June 1974, the Operating Agreement was signed for Generaldirektoratet for Post-og Telegrafvaesenet and entered into force for this entity on that date — L'Accord d'exploitation a été signé pour le Gouvernement du Danemark le 20 août 1971 et est entré en vigueur, pour ce gouvernement, le 12 février 1973. Conformément au paragraphe *f* de l'article XVI de l'Accord intergouvernemental, le Ministre des affaires étrangères du Danemark a informé le Secrétaire d'Etat, par une note en date du 7 juin 1974, que «le Gouvernement du Royaume du Danemark a désigné le General direktoratet for Post-og Telegrafvaesenet pour être le signataire de l'Accord d'exploitation ...» Le 13 juin 1974, l'Accord d'exploitation a été signé pour le Generaldirecktoratet for Post-og Telegrafvaesenet et est entré en vigueur pour cette entité à la même date.

La Empresa de Telecomunicaciones del Norte [Ecuador]:[1]
[J. SÁNCHEZ I.]

Imperial Board of Telecommunications [Ethiopia]:[2]
Subject to ratification by the Imperial Ethiopian Government[3]
[MEKBIB G.]

Hellenic Telecommunications Organization (OTE) S.A. [Greece]:
Subject to ratification[4]
[JOHN G. GREGORIADES]

For the Government of Guatemala:
Pour le Gouvernement du Guatemala[5] :
Por el Gobierno de Guatemala:
[A. VALLADARES]

[1] The Operating Agreement was signed for La Empresa de Telecomunicaciones del Norte (Ecuador) on 20 August 1971 and entered into force for that entity on 12 February 1973. Pursuant to article XVI (*f*) of the Intergovernmental Agreement, the Minister of Foreign Affairs of Ecuador notified the Secretary of State by a note dated 16 October 1973 that the Government of Ecuador has designated the Instituto Ecuatoriano de Telecomunicaciones (IETEL) to be the signatory to the Operating Agreement. On 9 November 1973, the Operating Agreement was signed for Instituto Ecuatoriano de Telecomunicaciones (IETEL) and entered into force for this entity on that date — L'Accord d'exploitation a été signé pour La Empresa de Telecomunicaciones del Norte le 20 août 1971 et est entré en vigueur pour cette entité le 12 février 1973. Conformément au paragraphe *f* de l'article XVI de l'Accord intergouvernemental, le Ministre des affaires étrangères de l'Equateur a informé le Secrétaire d'Etat, par une note en date du 16 octobre 1973, que le Gouvernement de l'Equateur a désigné l'Instituto Ecuatoriano de Telecomunicaciones (IETEL) pour être le signataire de l'Accord d'exploitation. Le 9 novembre 1973, cet Accord a été signé pour l'Instituto Ecuatoriano de Telecomunicaciones (IETEL) et est entré en vigueur pour cette entité à la même date.

[2] The Operating Agreement was signed for the Imperial Board of Telecommunications on 20 August 1971. By note of 4 September 1978, the Minister of Foreign Affairs of the Provisional Military Government of Socialist Ethiopia informed the Secretary of State that on 18 October 1975 the name of the signatory to the Operating Agreement was changed from "Imperial Board of Telecommunications" to "Telecommunications Service, Provisional Military Government of Socialist Ethiopia" and that the Government of Ethiopia remains responsible for any obligations incurred under the earlier name — L'Accord d'exploitation a été signé pour l'Imperial Board of Telecommunications le 20 août 1971. Par une note en date du 4 septembre 1978, le Ministre des affaires étrangères du Gouvernement militaire provisoire a informé le Secrétaire d'Etat que le 18 octobre 1975 le nom du signataire de l'Accord d'exploitation a été changé : «Imperial Board of Telecommunications» a été remplacé par «Telecommunications Service, Provisional Military Government of Socialist Ethiopia». Le Gouvernement éthiopien demeure responsable des obligations contractées sous l'ancienne dénomination.

[3] Sous réserve de ratification du Gouvernement impérial éthiopien.

[4] Sous réserve de ratification.

[5] The Operating Agreement was signed for the Government of Guatemala on 20 August 1971 and entered into force for that Government on 12 February 1973. Pursuant to article XVI (*f*) of the Intergovernmental Agreement, the Ambassador of Guatemala by note dated 19 March 1979 informed the Secretary of State that the Government of Guatemala had decided to designate Empresa Guatemalteca de Telecomunicaciones "GUATEL" to be the signatory to the Operating Agreement. On 11 October 1979, the Operating Agreement was signed for Empresa Guatemalteca de Telecomunicaciones "GUATEL" and entered into force for that entity on the same date — L'Accord d'exploitation a été signé pour le Gouvernement guatémaltèque le 20 août 1971 et est entré en vigueur pour ce gouvernement le 12 février 1973. Conformément au paragraphe *f* de l'article XVI de l'Accord intergouvernemental, l'Ambassadeur du Guatemala, par une note en date du 19 mars 1979, a informé le Secrétaire d'Etat que le Gouvernement du Guatemala a désigné l'Empresa Guatemalteca de Telecomunicaciones «GUATEL» pour être le signataire de l'Accord d'exploitation. Le 11 octobre 1979, cet Accord a été signé pour l'Empresa Guatemalteca de Telecomunicaciones «GUATEL» et est entré en vigueur pour cette entité à la même date.

For the Government of Haiti:
Pour le Gouvernement d'Haïti[1] :
Por el Gobierno de Haití:

[R. CHALMERS]
Sujet à ratification[2]

For the Government of the Republic of Indonesia:
Pour le Gouvernement de la République d'Indonésie :
Por el Gobierno de la República de Indonesia:

[A. MOEIS]

For the Imperial Government of Iran:
Pour le Gouvernement impérial d'Iran[3] :
Por el Gobierno Imperial de Irán:

[Dr. ASLAN AFSHAR]
8-25-1971

For the Government of the State of Israel:
Pour le Gouvernement de l'Etat d'Israël :
Por el Gobierno del Estado de Israel:

[Y. RABIN]
Subject to ratification[4]

[1] The Operating Agreement was signed for the Government of Haiti on 20 August 1971. By a note dated 23 September 1974 the Minister of Foreign Affairs of Haiti notified the Secretary of State that "Télécommunications d'Haïti S.A. is the telecommunications entity designated by the Government of Haiti to be its signatory to the Operating Agreement". On 3 October 1974, the Operating Agreement was signed for Télécommunications d'Haïti S.A. and entered into force for this entity on that date — L'Accord d'exploitation a été signé pour le Gouvernement haïtien le 20 août 1971. Par une note en date du 23 septembre 1974, le Ministre des affaires étrangères d'Haïti a informé le Secrétaire d'Etat que «Télécommunications d'Haïti S.A. est l'entité de télécommunications désignée par le Gouvernement haïtien pour être le signataire de l'Accord d'exploitation». Le 3 octobre 1974, cet Accord a été signé pour Télécommunications d'Haïti S.A. et est entré en vigueur pour cette entité à la même date.

[2] Subject to ratification.

[3] The Operating Agreement was signed for the Imperial Government of Iran on 25 August 1971 and entered into force for that Government on 12 February 1973. Pursuant to article XVI (*f*) of the Intergovernmental Agreement, the Minister for Foreign Affairs of Iran notified the Secretary of State by a note dated 4 October 1975 that "the Imperial Government of Iran has designated the Telecommunication Company of Iran to be its signatory to the Operating Agreement Relating to the International Telecommunications Satellite Organization 'INTELSAT' ..." The Operating Agreement was signed for the Telecommunication Company of Iran on 23 October 1975 and entered into force for the Company on that date — L'Accord d'exploitation a été signé pour le Gouvernement impérial d'Iran le 25 août 1971 et est entré en vigueur pour ce gouvernement le 12 février 1973. Conformément au paragraphe *f* de l'article XVI de l'Accord intergouvernemental, le Ministre des affaires étrangères d'Iran a informé le Secrétaire d'Etat, par une note en date du 4 octobre 1975, que «le Gouvernement impérial d'Iran a désigné la Compagnie de télécommunications d'Iran pour être le signataire de l'Accord d'exploitation relatif à l'Organisation internationale de télécommunications par satellites «INTELSAT»...» L'Accord d'exploitation a été signé pour la Compagnie de télécommunications d'Iran le 23 octobre 1975 et est entré en vigueur pour cette compagnie à la même date.

[4] Sous réserve de ratification.

Società Telespazio [Italy]:

[MARCELLO RODINÓ]

For the Government of the Republic of Ivory Coast:
Pour le Gouvernement de la République de Côte-d'Ivoire :
Por el Gobierno de la República de la Costa de Marfil:

[T. AHOUA]

Kokusaï Denshin Denwa Company Ltd. [Japan]:

[YOSHIMARU KAANNO]

For the Government of the Hashemite Kingdom of Jordan:
Pour le Gouvernement du Royaume Hachémite de Jordanie :
Por el Gobierno del Reino Hachemita de Jordania:

[NASIR S. BATAYNEH]

For the Government of Kenya:
Pour le Gouvernement du Kenya[1] :
Por el Gobierno de Kenia:

[L. O. KIBINGE]
26th November 1971

[1] The Operating Agreement was signed for the Government of Kenya on 26 November 1971 and entered into force for that Government on 12 February 1973. Pursuant to article XVI (*f*) of the Intergovernmental Agreement, the Ministry of Foreign Affairs of the Government of the Republic of Kenya notified the Department of State by a note dated 12 June 1973 that with respect to the Operating Agreement, "the Government of Kenya now hereby formally designates the East African External Telecommunications Company Limited as the operating entity which entity shall have and exercise on behalf of Kenya all the rights and obligations contained in the said Agreement". On 13 November 1973, the Operating Agreement was signed for the East African External Telecommunications Company Limited on behalf of Kenya and entered into force for that entity in that capacity on that date. By note of 31 October 1977, the Minister of Foreign Affairs informed the Secretary of State that the "Government of the Republic of Kenya has now designated Kenya External Telecommunications Company Limited to be its signatory to the Operating Agreement ... in substitution for East African External Telecommunications Company Limited ..." On 6 December 1977, the Operating Agreement was signed for Kenya External Telecommunications Company Limited and entered into force for that entity in that capacity on that date — L'Accord d'exploitation a été signé pour le Gouvernement du Kenya le 26 novembre 1971 et est entré en vigueur pour ce gouvernement le 12 février 1973. Conformément au paragraphe *f* de l'article XVI de l'Accord intergouvernemental, le Ministère des affaires étrangères du Gouvernement de la République du Kenya a informé le Département d'Etat, par une note en date du 12 juin 1973, qu'à l'égard de l'Accord d'exploitation, «le Gouvernement du Kenya a maintenant formellement désigné l'East African External Telecommunications Company Limited comme entité opérationnelle qui aura et devra exercer au nom du Kenya tous droits et obligations contenus dans ledit Accord». Le 13 novembre 1973, l'Accord d'exploitation a été signé pour l'East African External Telecommunications Company Limited au nom du Kenya et est entré en vigueur pour cette entité en ces termes à cette date. Par une note en date du 31 octobre 1977, le Ministre des affaires étrangères a informé le Secrétaire d'Etat que le «Gouvernement de la République du Kenya a maintenant désigné la Kenya External Telecommunications Company Limited pour être le signataire de l'Accord d'exploitation ... en remplacement de l'East African External Telecommunications Company Limited ...» Le 6 décembre 1977, l'Accord d'exploitation a été signé pour la Kenya External Telecommunications Company Limited et est entré en vigueur pour cette entité en ces termes à cette date.

For the Government of the State of Kuwait:
Pour le Gouvernement de l'Etat de Koweït[1] :
Por el Gobierno del Estado de Kuwait:

[SALEM S. AL SABAH]

For the Government of Lebanon:
Pour le Gouvernement du Liban :
Por el Gobierno del Líbano:

[N. KABBANI]

For the Government of the Principality of Liechtenstein:
Pour le Gouvernement de la Principauté de Liechtenstein :
Por el Gobierno del Principado de Liechtenstein:

[E. ANDRES]

For the Government of the Islamic Republic of Mauritania:
Pour le Gouvernement de la République islamique de Mauritanie :
Por el Gobierno de la República Islámica de Mauritania:

[ABDOU OULD HACHEME]

For the Government of Morocco:
Pour le Gouvernement du Maroc :
Por el Gobierno de Marruecos:

[ABDESSADEQ EL MEZOUARI EL GLAOUI]

[1] The Operating Agreement was signed for the Government of the State of Kuwait on 20 August 1971 and entered into force for that Government on 12 February 1973. Pursuant to article XVI (*f*) of the Intergovernmental Agreement, the Ministry of Foreign Affairs of the State of Kuwait notified the Department of State by a note dated 3 March 1973 that "the Government of the State of Kuwait hereby designates the Ministry of Posts, Telegraphs and Telephones of the State of Kuwait ... to sign the said 'Operating Agreement'". The Operating Agreement was signed for the Ministry of Posts, Telegraphs and Telephones of the State of Kuwait on 8 March 1973 and entered into force for this entity on that date. The Foreign Minister of the State of Kuwait informed the Secretary of State by a note of 21 July 1975 that the name of Ministry of Posts, Telegraphs and Telephones of the State of Kuwait was changed on 9 February 1975 to that of the Ministry of Communications, the State of Kuwait — L'Accord d'exploitation a été signé pour le Gouvernement de l'Etat du Koweït le 20 août 1971 et est entré en vigueur pour ce gouvernement le 12 février 1973. Conformément au paragraphe *f* de l'article XVI de l'Accord intergouvernemental, le Ministère des affaires étrangères de l'Etat du Koweït a informé le Département d'Etat, par une note en date du 3 mars 1973, que «le Gouvernement de l'Etat du Koweït a désigné le Ministère des postes, télégraphes et téléphones de l'Etat du Koweït ... pour signer ledit «Accord d'exploitation». Cet Accord a été signé pour le Ministère des postes, télégraphes et téléphones de l'Etat du Koweït le 8 mars 1973 et est entré en vigueur pour cette entité à cette même date. Le Ministre des affaires étrangères de l'Etat du Koweït a informé le Secrétaire d'Etat, par une note en date du 21 juillet 1975, que, le 9 février 1975, le nom Ministère des postes, télégraphes et téléphones a été remplacé par celui de Ministère des communications, Etat du Koweït.

For the Government of Nicaragua:[1]

[GUILLERMO SEVILLA-SACASA]

Norwegian Telecommunications Administration (Teledirektoratet):

[GUNNAR HAERUM]

For the Government of the Islamic Republic of Pakistan:
Pour le Gouvernement de la République islamique du Pakistan :
Por el Gobierno de la República Islámica de Pakistán:

[A. HILALY]

Empresa Nacional de Telecomunicaciones del Perú (ENTEL PERU):

[IGOR VELÁZQUEZ]

For the Government of the Philippines:
Pour le Gouvernement des Philippines[2] :
Por el Gobierno de Filipinas:

[ERNESTO LAGDAMEO]

[1] The Operating Agreement was signed for the Government of Nicaragua on 20 August 1971. Pursuant to article XVI (*f*) of the Intergovernmental Agreement, the Ambassador of Nicaragua notified the Secretary of State by a note dated 10 November 1971 that "the Government of Nicaragua has designated the Nicaraguan Communications Satellite Company (Compañía Nicaragüense de Telecomunicaciones por Satélite) to be its Signatory to the related Operating Agreement done on that same date, ... in substitution of the Government of Nicaragua which signed the Operating Agreement on that date". The Operating Agreement was signed for Compañía Nicaragüense de Telecomunicaciones por Satélite on 12 November 1971 and entered into force for this entity on 12 February 1973 — L'Accord d'exploitation a été signé pour le Gouvernement du Nicaragua le 20 août 1971. Conformément au paragraphe *f* de l'article XVI de l'Accord intergouvernemental, l'Ambassadeur du Nicaragua a informé le Secrétaire d'Etat, par une note en date du 10 novembre 1971, que «le Gouvernement du Nicaragua a choisi la Compagnie nicaraguayenne de communications par satellite (Compañía Nicaragüense de Telecomunicaciones por Satélite) pour être le signataire de l'Accord d'exploitation fait à cette même date, ... en remplacement du Gouvernement du Nicaragua qui l'avait signé à cette date». L'Accord d'exploitation a été signé pour la Compañía Nicaragüense de Telecomunicaciones por Satélite le 12 novembre 1971 et est entré en vigueur pour cette entité le 12 février 1973.

[2] The Operating Agreement was signed for the Government of the Philippines on 20 August 1971 and entered into force for that Government on 12 February 1973. Pursuant to article XVI (*f*) of the Intergovernmental Agreement, by a decree of the President of the Philippines dated 20 February 1973, the Philippine Communications Satellite Corporation (PHILCOMSAT) was invested "with full power and authority as the operating entity in representation of and as signatory for the Republic of the Philippines at the International Telecommunications Satellite Consortium". The Operating Agreement was signed for the Philippine Communications Satellite Corporation (PHILCOMSAT) on 10 October 1973 and entered into force for this entity on that date — L'Accord d'exploitation a été signé pour le Gouvernement des Philippines le 20 août 1971 et est entré en vigueur pour ce gouvernement le 12 février 1973. Conformément au paragraphe *f* de l'article XVI de l'Accord intergouvernemental, par un décret du Président des Philippines en date du 20 février 1973, la Société philippine des communications par satellite (PHILCOMSAT) a été investie «des pleins pouvoirs et autorité comme entité opérationnelle ayant droit de représenter et de signer pour la République des Philippines au Consortium international des télécommunications par satellite». L'Accord d'exploitation a été signé pour la Société philippine des communications par satellite (PHILCOMSAT) le 10 octobre 1973 et est entré en vigueur pour cette entité à cette date.

Companhia Portuguesa Rádio Marconi:
[FERNANDO JOSÉ MARCOS FRANCO FEIJÓO]

For the Government of the Republic of Senegal:
[CHEIKH FALL]

For the Government of Singapore:
Pour le Gouvernement de Singapour[1] :
Por el Gobierno de Singapur:
[E. S. MONTEIRO]

Compañía Telefónica Nacional de España:
[MENDOZA]

For the Government of the Democratic Republic of the Sudan:
Pour le Gouvernement de la République Démocratique du Soudan :
Por el Gobierno de la República Democrática del Sudán:
[OSMAN HAMID]

Direction Générale de l'Entreprise des Postes, Téléphones et Télégraphes Suisses :
[R. O. STEINER]

[1] The Operating Agreement was signed for the Government of Singapore on 20 August 1971 and entered into force for that Government on 12 February 1973. Pursuant to article XVI (*f*) of the Intergovernmental Agreement, the Minister for Foreign Affairs of Singapore notified the Secretary of State by a note dated 8 February 1973, that the "Government of the Republic of Singapore ... desires to designate the Telecommunication Authority of Singapore to be the new signatory to ... the Operating Agreement". The Operating Agreement was signed for the Telecommunication Authority of Singapore on 20 February 1973 and entered into force for this entity on that date — L'Accord d'exploitation a été signé pour le Gouvernement de Singapour le 20 août 1971 et est entré en vigueur pour ce gouvernement le 12 février 1973. Conformément au paragraphe *f* de l'article XVI de l'Accord intergouvernemental, le Ministre des affaires étrangères de Singapour a informé le Secrétaire d'Etat, par une note en date du 8 février 1973, que le «Gouvernement de la République de Singapour ... désire choisir l'Autorité de télécommunication de Singapour pour être le nouveau signataire de ... l'Accord d'exploitation». Cet Accord a été signé pour l'Autorité de télécommunication de Singapour le 20 février 1973 et est entré en vigueur pour cette entité à cette date.

Department of Posts and Telegraphs of the Republic of South Africa:[1]

[D. P. OLIVIER]

For the Government of the Syrian Arab Republic:

[R. JOUÉJATI]

For the Government of Thailand:
Pour le Gouvernement de Thaïlande :
Por el Gobierno de Tailandia:

[SUNTHORN HONGLADAROM]

Trinidad and Tobago External Telecommunications Company Limited (TEXTEL):

[GEORGE ORMSBY RICHARDS]

Post Office [United Kingdom of Great Britain and Northern Ireland]:

[JAMES HODGSON]

Communications Satellite Corporation [United States of America]:

[JOSEPH V. CHARYK]

For the Government of the Vatican City State:
Pour le Gouvernement de l'Etat de la Cité du Vatican :
Por el Gobierno del Estado de la Ciudad del Vaticano:

[MARIO PERESSIN]

[1] The Operating Agreement was signed for the Department of Posts and Telegraphs of the Republic of South Africa on 20 August 1971 and entered into force for that entity on 12 February 1973. The Chargé d'affaires *ad interim* of the Republic of South Africa informed the Secretary of State by a note dated 28 July 1975 that on 1 February 1974 the name of the South African Department of Posts and Telegraphs was changed to that of "Department of Posts and Telecommunications" — L'Accord d'exploitation a été signé pour le Département des postes et télégraphes de la République de l'Afrique du Sud le 20 août 1971 et est entré en vigueur pour cette entité le 12 février 1973. Le Chargé d'affaires par intérim de la République de l'Afrique du Sud a informé le Secrétaire d'Etat, par une note en date du 28 juillet 1975, que, le 1er février 1974, le nom du Département des postes et télégraphes de l'Afrique du Sud a été changé en «Département des postes et télécommunications».

Venezuelan Telephone Company
(Compañía Anónima Nacional Teléfonos de Venezuela):
[JACOBO AEPLI]

For the Government of the Republic of Viet-Nam:
Pour le Gouvernement de la République du Viet-Nam[1] :
Por el Gobierno de la República de Viet Nam:
[BUI-DIEM]

For the Government of Yemen Arab Republic:
Pour le Gouvernement de la République arabe du Yémen :
Por el Gobierno de la República Arabe de Yemen:
[YAYHA H. GEGHMAN]

Community of the Yugoslav Posts, Telegraphs and Telephones:
[P. VASILJEVIĆ]

Administration for Post, Telegraph and Telephone of Tunisia:
[GHEZAL]

For the Government of the Republic of Korea:
[DONGJO KIM]
Aug. 24th, 1971

[1] The Operating Agreement was signed for the Government of the Republic of Viet Nam on 20 August 1971 and entered into force for that Government on 12 February 1973. By note of 12 June 1979, the Minister of State of the Socialist Republic of Viet Nam informed the Secretary of State, in accordance with article XVI (*f*) of the Intergovernmental Agreement, that the Government of the Socialist Republic of Viet Nam had designated Direction générale des postes et télécommunications de la République socialiste du Viet Nam to sign the Operating Agreement in substitution for the Government of the Republic of Viet Nam which signed the Operating Agreement on 20 August 1971. The Operating Agreement was signed for Direction générale des postes et télécommunications de la République socialiste du Viet Nam on 24 October 1979 and entered into force for that entity on the same date — L'Accord d'exploitation a été signé pour le Gouvernement de la République du Viet Nam le 20 août 1971 et est entré en vigueur pour ce gouvernement le 12 février 1973. Par une note en date du 12 juin 1979, le Ministre d'Etat de la République socialiste du Viet Nam a informé le Secrétaire d'Etat, conformément au paragraphe *f* de l'article XVI de l'Accord intergouvernemental, que le Gouvernement de la République socialiste du Viet Nam a désigné la Direction générale des postes et télécommunications de la République socialiste du Viet Nam pour signer l'Accord d'exploitation en remplacement du Gouvernement de la République du Viet Nam qui avait signé l'Accord d'exploitation le 20 août 1971. Cet Accord a été signé pour la Direction générale des postes et télécommunications de la République socialiste du Viet Nam le 24 octobre 1979 et est entré en vigueur pour cette entité à cette même date.

For the Government of Turkey:

[MELIH ESENBEL]
Sept. 10, 1971

For the Government of Luxembourg:

Sous réserve de ratification[1]
[JEAN WAGNER]
28 septembre 1971

For the Government of the Kingdom of the Netherlands:

Sous réserve de ratification[1]
October 13th, 1971
[R. B. VAN LYNDEN]

For the Government of the Arab Republic of Egypt:

Subject to ratification[2]
[ASHRAF GHORBAL]
20 October 1971

For the Government of Mexico:

Subject to ratification[2]
[RAFAEL DE LA COLINA]
November 4th, 1971

Compañía Nicaragüense de Telecomunicaciones por Satélite:[3]

[GUILLERMO SEVILLA-SACASA]
November 12th, 1971

Instituto Costarricense de Electricidad [Costa Rica]:

[R. SUÁREZ M.]
Dec. 9, 1971

[1] Subject to ratification.
[2] Sous réserve de ratification.
[3] See footnote 1 on page 210 of this volume — Voir note 1 à la page 210 du présent volume.

Administration of Posts and Telegraphs of Finland:

[OLAVI MUNKKI]
Dec. 15th, 1971

Overseas Communications Service, Ministry of Communications, Government of India:

[L. K. JHA]
Dec. 23, 1971

Postmaster-General of New Zealand:

[FRANK CORNER]
5 January 1972

Federal Ministry for Post and Telecommunication [Federal Republic of Germany]:

[Dr. H. PAUSCH]
Jan. 12, 1972

Régie des Télégraphes et des Téléphones [Belgium]:

«Sous réserve de ratification»[1]
[G. BAUDRIN]
13 janvier 1972

[1] Subject to ratification.

East African External Telecommunications Company Limited
[Tanzania[1] — Uganda[2]]:

[H. Z. E. RAMOGO]
19th January 1972

For the Government of Iceland:

[GUDMUNDUR I. GUDMUNDSSON]
February 14th, 1972

[1] The Operating Agreement was signed for the East African External Telecommunications Limited on behalf of Tanzania on 19 January 1972 and entered into force for that entity in that capacity on 12 February 1973. Pursuant to article XVI (*f*) of the Intergovernmental Agreement, the Minister for Foreign Affairs of Tanzania informed the Secretary of State by a note dated 13 July 1977 that "the Government of the United Republic of Tanzania has designated the Ministry of Communications and Transport to be its signatory to the Operating Agreement ..." The Operating Agreement was signed for the Ministry of Communications and Transport of the United Republic of Tanzania on 14 July 1977 and entered into force for the Ministry on that date. Pursuant to article XVI (*f*) of the Intergovernmental Agreement, the Minister for Foreign Affairs of Tanzania informed the Secretary of State by a note dated 15 February 1978 that "The Government of the United Republic of Tanzania has designated the Tanzania Posts and Telecommunications Corporation to be its Signatory to the Operating Agreement ..." The Operating Agreement was signed for the Tanzania Posts and Telecommunications Corporation on 9 March 1978 and entered into force for this entity on that date — L'Accord d'exploitation a été signé pour l'East African External Telecommunications Limited au nom de la Tanzanie le 19 janvier 1972 et est entré en vigueur pour cette entité en ces termes le 12 février 1973. Conformément au paragraphe *f* de l'article XVI de l'Accord intergouvernemental, le Ministre des affaires étrangères de la Tanzanie a informé le Secrétaire d'Etat, par une note en date du 13 juillet 1977, que «le Gouvernement de la République-Unie de Tanzanie a désigné le Ministère des communications et transports pour être le signataire de l'Accord d'exploitation ...» Cet Accord a été signé pour le Ministère des communications et transports de la République-Unie de Tanzanie le 14 juillet 1977 et est entré en vigueur pour le Ministère à cette date. Conformément au paragraphe *f* de l'article XVI de l'Accord intergouvernemental, le Ministre des affaires étrangères de la Tanzanie a informé le Secrétaire d'Etat, par une note en date du 15 février 1978, que «le Gouvernement de la République-Unie de Tanzanie a désigné la Société des postes et télécommunications de la Tanzanie pour être le signataire de l'Accord d'exploitation ...» Cet Accord a été signé pour la Société des postes et télécommunications de la Tanzanie le 9 mars 1978 et est entré en vigueur pour cette entité à cette date.

[2] The Operating Agreement was signed for the East African External Telecommunications Limited on behalf of Uganda on 19 January 1972 and entered into force for that entity in that capacity on 12 February 1973. Pursuant to article XVI (*f*) of the Intergovernmental Agreement, the Minister of Foreign Affairs of the Republic of Uganda informed the Secretary of State by a note dated 6 June 1977 that "the Government of Uganda has designated the Ministry of Transport, Communications and Works to be its signatory to the Operating Agreement ..." The Operating Agreement was signed for the Ministry of Transport, Communications and Works of the Government of the Republic of Uganda on 9 June 1977 and entered into force for the Ministry on that date. Pursuant to article XVI (*f*) of the Intergovernmental Agreement, the Minister of Foreign Affairs of the Republic of Uganda informed the Secretary of State by a note dated 15 July 1980, that "The Government of the Republic of Uganda has designated the Ministry of Power, Posts and Telecommunications to be its Signatory to the Operating Agreement ..." The Operating Agreement was signed for the Ministry of Power, Posts and Telecommunications of the Government of the Republic of Uganda on 11 September 1980, and entered into force for the Ministry on that date — L'Accord d'exploitation a été signé pour l'East African External Telecommunications Limited au nom de l'Ouganda le 19 janvier 1972 et est entré en vigueur pour cette entité en ces termes le 12 février 1973. Conformément au paragraphe *f* de l'article XVI de l'Accord intergouvernemental, le Ministre des affaires étrangères de la République de l'Ouganda a informé le Secrétaire d'Etat, par une note en date du 6 juin 1977, que «le Gouvernement de l'Ouganda a désigné le Ministre du travail, des transports et communications pour être le signataire de l'Accord d'exploitation ...» Cet Accord a été signé pour le Ministère du travail, des transports et communications du Gouvernement de la République de l'Ouganda le 9 juin 1977 et est entré en vigueur pour ce Ministère à cette date. Conformément au paragraphe *f* de l'article XVI de l'Accord intergouvernemental, le Ministre des affaires étrangères de la République de l'Ouganda a informé le Secrétaire d'Etat, par une note en date du 15 juillet 1980, que «le Gouvernement de la République de l'Ouganda a désigné le Ministère de l'énergie, des postes et télécommunications pour être le signataire de l'Accord d'exploitation ...» Cet Accord a été signé pour le Ministère de l'énergie, des postes et télécommunications du Gouvernement de l'Ouganda le 11 septembre 1980 et est entré en vigueur pour ce Ministère à cette date.

Department of Posts and Telegraphs [Ireland]:

[W. WARNOCK]
February 18, 1972

Telecommunications Department, Malaysia:

[S. W. MAH]
February 22, 1972

For the Government of the Federal Republic of Cameroon:[1]

[F. X. TCHOUNGUI]
8 mars 1972

For the Government of France:

[CHARLES LUCET]
March 27th, 1972

For the Government of Austria:

Subject to ratification[2]
[K. GRUBER]
5.IV.72

Société des Télécommunications Internationales Gabonaises (T.I.G.) :

[A. NDIAYE]
20 avril 1972

[1] The Operating Agreement was signed for the Government of the Federal Republic of Cameroon on 8 March 1972 and entered into force for that Government on 12 February 1973. The Chargé d'affaires *ad interim* of the United Republic of Cameroon informed the Secretary of State by a note dated 22 March 1976, that on 20 May 1972 the name of the Government of the Federal Republic of Cameroon was changed to the Government of the United Republic of Cameroon, and that the Government of the United Republic of Cameroon remains responsible for all obligations incurred under the earlier name — L'Accord d'exploitation a été signé pour le Gouvernement de la République fédérale du Cameroun le 8 mars 1972 et est entré en vigueur pour ce gouvernement le 12 février 1973. Le Chargé d'affaires par intérim de la République-Unie du Cameroun a informé le Secrétaire d'Etat, par une note en date du 22 mars 1976, que, le 20 mai 1972, le nom du Gouvernement de la République fédérale du Cameroun a été changé en celui de Gouvernement de la République-Unie du Cameroun et que le Gouvernement de la République-Unie du Cameroun demeure responsable de toutes les obligations contractées sous l'ancienne dénomination.

[2] Sous réserve de ratification.

For the Government of the Principality of Monaco:

[Dr. CHARLES SCHERTENLEIB]
le 1er mai 1972

Swedish Telecommunications Administration:

[HUBERT DE BESCHE]
May 19, 1972

For the Government of Saudi Arabia:

[IBRAHIM AL-SOWAYEL]
8. 24. 1972

Nigeria's Ministry of Communications and the Nigerian External Telecommunications Limited:[1]

[J. M. GARBA]
25th October 1972

For the Government of the Republic of Zambia:

[U. G. MWILA M. P.]
1st Nov. 1972

Jamaica International Telecommunications Limited (JAMINTEL):

[DOUGLAS V. FLETCHER]
December 14th, 1972

[1] The Operating Agreement as signed for Nigeria's Ministry of Communications and the Nigerian External Telecommunications Limited on 25 October 1972 and entered into force for that entity on 12 February 1973. Pursuant to article XVI (*f*) of the Intergovernmental Agreement, the Commissioner for External Affairs of the Federal Republic of Nigeria informed the Secretary of State by a note the text of which was contained in the Embassy of the Federal Republic of Nigeria's note No. WB/86 of 1 July 1975 that "the Government of Nigeria has designated the Nigerian External Telecommunications Limited to be its signatory" to the Operating Agreement. The Operating Agreement was signed for the Nigerian External Telecommunications Limited on 17 November 1975 — L'Accord d'exploitation a été signé pour le Nigeria's Ministry of Communications and the Nigerian External Telecommunications Limited le 25 octobre 1972 et est entré en vigueur pour cette entité le 12 février 1973. Conformément au paragraphe *f* de l'article XVI de l'Accord intergouvernemental, le Commissaire des affaires extérieures de la République fédérale du Nigéria a informé le Secrétaire d'Etat par une note, le texte de laquelle était inclus dans la note n° WB/86 de l'Ambassade de la République fédérale du Nigéria en date du 1er juillet 1975, que «le Gouvernement du Nigéria a désigné la Nigerian External Telecommunications Limited pour être le signataire de l'Accord d'exploitation». Cet Accord a été signé pour la Nigerian External Telecommunications Limited le 17 novembre 1975.

DECLARATIONS MADE UPON DEFINITIVE SIGNATURE

EGYPT

[*For the text of the declaration, see p. 147 of this volume.*]

IRAQ

The signature by the Republic of Iraq "shall, in no way, signify recognition of Israel or be conducive to entry with her in any relations."

PEOPLE'S REPUBLIC OF CHINA

"I hereby state that the signature affixed by the Chiang clique usurping the name of China to this Agreement is illegal and null and void."

DÉCLARATIONS FAITES LORS DE LA SIGNATURE DÉFINITIVE

ÉGYPTE

[*Pour le texte de la déclaration, voir p. 147 du présent volume.*]

IRAQ

[TRADUCTION — TRANSLATION]

La signature par la République d'Iraq ne signifie en aucune façon la reconnaissance d'Israël ou l'établissement de relations quelconques avec lui.

RÉPUBLIQUE POPULAIRE DE CHINE

[TRADUCTION — TRANSLATION]

Je déclare par la présente que la signature apposée par la clique de Tchang sur cet Accord, en usurpant le nom de la Chine, est illégale et dénuée de tout effet.