



Unofficial consolidated text of the Convention on the International Mobile Satellite Organization, as amended

CONVENTION ON THE INTERNATIONAL MOBILE SATELLITE ORGANIZATION

THE STATES PARTIES TO THIS CONVENTION:

CONSIDERING the principle set forth in Resolution 1721 (XVI) of the General Assembly of the United Nations that communication by means of satellites should be available to the nations of the world as soon as practicable on a global and non-discriminatory basis,

CONSIDERING ALSO the relevant provisions of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, Including the Moon and Other Celestial Bodies, concluded on 27 January 1967, and in particular Article I, which states that outer space shall be used for the benefit and in the interests of all countries,

DETERMINED, to this end, to continue to make provision for the benefit of telecommunications users of all nations through the most advanced suitable space technology available, for the most efficient and economic facilities possible consistent with the most efficient and equitable use of the radio frequency spectrum and of satellite orbits,

BEARING IN MIND that the International Maritime Satellite Organization (INMARSAT) has, in accordance with its original purpose, established a global mobile satellite communications system for maritime communications, including distress and safety communications capabilities which are specified in the International Convention for the Safety of Life at Sea, 1974, as amended from time to time, and the Radio Regulations specified in the Constitution and the Convention of the International Telecommunication Union, as amended from time to time, as meeting certain radiocommunications requirements of the Global Maritime Distress and Safety System (GMDSS),

RECALLING that INMARSAT has extended its original purpose by providing aeronautical and land mobile satellite communications, including aeronautical satellite communications for air traffic management and aircraft operational control (aeronautical safety services), and is also providing radiodetermination services,

RECALLING FURTHER that in December 1994 the Assembly decided to replace the name "International Maritime Satellite Organization (INMARSAT)" with "International Mobile Satellite Organization (Inmarsat)", and that, although these

amendments did not enter formally into force, the name International Mobile Satellite Organization (Inmarsat) was used thereafter, including in the restructuring documentation,

RECOGNIZING that, in the restructuring of the International Mobile Satellite Organization, its assets, commercial operations and interests were transferred without restriction to a new commercial company, Inmarsat Ltd., while the continued provision of the GMDSS and adherence to the other public interests by the company have been secured by a mechanism for intergovernmental oversight by the International Mobile Satellite Organization (IMSO),

ACKNOWLEDGING that, by adopting IMO Assembly Resolution A.888(21), "Criteria for the Provision of Mobile-Satellite Communication Systems in the Global Maritime Distress and Safety System (GMDSS)," the International Maritime Organization (IMO) has recognized the need for IMO to have in place criteria against which to evaluate the capabilities and performance of mobile satellite communication systems, as may be notified to IMO by Governments for possible recognition for use in the GMDSS,

ACKNOWLEDGING FURTHER that IMO has developed a "Procedure for the Evaluation and Possible Recognition of Mobile-Satellite Systems Notified for Use in the GMDSS",

ACKNOWLEDGING ALSO the desire of Parties to promote the growth of a pro-competitive market environment in the current and future provision of mobile satellite communications systems services for the GMDSS,

AFFIRMING that, under such circumstances, there is a need to ensure continuity in the provision of the GMDSS through intergovernmental oversight,

ACKNOWLEDGING that IMO, through the Maritime Safety Committee (MSC) at its eighty-first session, adopted amendments to Chapter V of the International Convention for the Safety of Life at Sea, 1974 relating to the long-range identification and tracking of ships (LRIT), adopted performance standards and functional requirements for LRIT, and adopted arrangements for the timely establishment of the LRIT system,

AFFIRMING the willingness of Parties that IMSO may assume the functions and duties of the LRIT Co-ordinator, at no cost to Parties, in accordance with decisions of IMO, subject to the terms of this Convention,

ACKNOWLEDGING that the MSC, at its eighty-second session, decided to appoint IMSO as the LRIT Co-ordinator and invited IMSO to take whatever action it could in order to ensure the timely implementation of the LRIT system,

AGREE AS FOLLOWS:

Article 1

Definitions

For the purposes of this Convention:

- (a) "The Organization" means the intergovernmental organization established pursuant to Article 2.
- (b) "GMDSS" means the Global Maritime Distress and Safety System as established by IMO.
- (c) "Provider" means any entity or entities, which, through a mobile satellite communications system recognized by IMO, provides services for the GMDSS.
- (d) "Party" means a State for which this Convention has entered into force.
- (e) "Public Services Agreement" means an Agreement executed by the Organization and a Provider, as referred to in Article 5(1).
- (f) "IMO" means the International Maritime Organization.
- (g) "MSC" means the Maritime Safety Committee of IMO.
- (h) "LRIT" means the long-range identification and tracking of ships as established by IMO.
- (i) "LRIT Services Agreement" means an Agreement executed by the Organization and either an LRIT Data Centre or an LRIT Data Exchange, or other relevant entities, as referred to in Article 7.
- (j) "LRIT Data Centre" means a national, regional, co-operative or international data centre operating in conformity with requirements adopted by IMO in relation to LRIT.
- (k) "LRIT Data Exchange" means a data exchange operating in conformity with requirements adopted by IMO in relation to LRIT.
- (l) "LRIT Co-ordinator" means the Co-ordinator for the LRIT system appointed by the MSC.

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Article 2

Establishment of the Organization

The International Mobile Satellite Organization (IMSO), herein referred to as “the Organization”, is hereby established.

Article 3

Primary Purpose

(1) The Primary Purpose of the Organization is to ensure the provision, by each Provider, of maritime mobile satellite communications services for the GMDSS according to the legal framework set up by IMO.

(2) In implementing the Primary Purpose set out in paragraph (1), the Organization shall:

- (a) act exclusively for peaceful purposes; and
- (b) perform the oversight functions in a fair and consistent manner among Providers.

Article 4

Other Functions

(1) Subject to the decision of the Assembly, the Organization may assume functions and/or duties of LRIT Co-ordinator, at no cost to Parties, in accordance with the decisions of IMO.

(2) The Organization shall continue to perform the functions and/or duties of LRIT Co-ordinator, subject to the decision of the Assembly. In performing such functions and/or duties, the Organization shall act in a fair and consistent manner.

Article 5

Oversight of the GMDSS

(1) The Organization shall execute a Public Services Agreement with each Provider, and shall conclude such other arrangements as may be necessary to enable the Organization to perform its oversight functions, and to report as well as make recommendations, as appropriate.

- (2) Oversight of Providers by the Organization shall be based on:
 - (a) any specific conditions or obligations imposed by the IMO during, or at any stage after, the recognition and authorization of the Provider;
 - (b) relevant international regulations, standards, recommendations, resolutions and procedures relating to the GMDSS;
 - (c) the relevant Public Services Agreement and any other related arrangements concluded between the Organization and the Provider.
- (3) Each Public Services Agreement shall include, *inter alia*, general provisions, common principles and appropriate obligations for the Provider in accordance with a Reference Public Services Agreement and guidelines developed by the Assembly, including arrangements for the provision of all the information necessary for the Organization to fulfil its purpose, functions and duties, consistent with Article 3.
- (4) All Providers shall execute Public Services Agreements which shall also be executed by the Director General on behalf of the Organization. Public Services Agreements shall be approved by the Assembly. The Director General shall circulate the Public Services Agreements to all Parties. Such Agreements shall be considered approved by the Assembly unless more than one-third of the Parties submit written objections to the Director General within three months from the date of circulation.

Article 6

Facilitation

- (1) Parties shall take appropriate measures, in accordance with national laws, to enable Providers to provide GMDSS services.
- (2) The Organization, through existing international and national mechanisms dealing with technical assistance, should seek to assist Providers in their effort to ensure that all areas, where there is a need, are provided with mobile satellite communications services, giving due consideration to the rural and remote areas.

Article 7

LRIT Services Agreements

In order to perform its LRIT Co-ordinator functions and duties, including recovery of the costs incurred, the Organization may enter into contractual relationships, including LRIT Services Agreements, with LRIT Data Centres, LRIT Data Exchanges, or other relevant entities, on such terms and conditions as may be negotiated by the Director General, subject to oversight by the Assembly.

Article 8

Structure

The organs of the Organization shall be:

- (a) The Assembly.
- (b) A Directorate, headed by a Director General.

Article 9

Assembly - Composition and Meetings

- (1) The Assembly shall be composed of all the Parties.
- (2) Regular sessions of the Assembly shall be held once every two years. Extraordinary sessions shall be convened upon the request of one-third of the Parties or upon the request of the Director General, or as may be provided for in the Rules of Procedure for the Assembly.
- (3) All Parties are entitled to attend and participate at meetings of the Assembly, regardless of where the meeting may take place. The arrangements made with any host country shall be consistent with these obligations.

Article 10

Assembly - Procedure

- (1) Each Party shall have one vote in the Assembly.
- (2) Decisions on matters of substance shall be taken by a two-thirds majority, and on procedural matters by a simple majority, of the Parties present and voting. Parties which abstain from voting shall be considered as not voting.
- (3) Decisions whether a question is procedural or substantive shall be taken by the Chairman. Such decisions may be overruled by a two-thirds majority of the Parties present and voting.
- (4) A quorum for any meeting of the Assembly shall consist of a simple majority of the Parties.

Article 11

Assembly - Functions

The functions of the Assembly shall be:

- (a) to consider and review the purposes, general policy and long term objectives of the Organization and the activities of the Providers which relate to the primary purpose;
- (b) to take any steps or procedures necessary to ensure that each Provider carries out its obligation of providing maritime mobile satellite communications services for the GMDSS, including approval of the conclusion, modification and termination of Public Services Agreements;
- (c) to decide upon questions concerning formal relationships between the Organization and States, whether Parties or not, and international organizations;
- (d) to decide upon any amendment to this Convention pursuant to Article 20 thereof;
- (e) to appoint a Director General under Article 12 and to remove the Director General;
- (f) to endorse the budget proposals of the Director General, and to establish procedures for the review and approval of the budget;
- (g) to consider and review the purposes, general policy and long term objectives of the Organization in the performance of the Organization's role as LRIT Co-ordinator, and to take appropriate steps necessary to ensure that the Organization performs its role as LRIT Co-ordinator;
- (h) to take any steps or procedures necessary in the negotiation and execution of LRIT Services Agreements and/or contracts, including approval of the conclusion, modification and termination of such Agreements and/or contracts; and
- (i) to exercise any other function conferred upon it under any other Article of this Convention.

Article 12

Directorate

- (1) The term of appointment of the Director General shall be for four years or such other term as the Assembly decides.
- (2) The Director General shall serve for a maximum of two consecutive terms, unless the Assembly decides otherwise.
- (3) The Director General shall be the legal representative of the Organization and Chief Executive Officer of the Directorate, and shall be responsible to and under the direction of the Assembly.
- (4) The Director General shall, subject to the guidance and instructions of the Assembly, determine the structure, staff levels and standard terms of employment of officials and employees, and consultants and other advisers to the Directorate, and shall appoint the personnel of the Directorate.
- (5) The paramount consideration in the appointment of the Director General and other personnel of the Directorate shall be the necessity of ensuring the highest standards of integrity, competency and efficiency.
- (6) The Organization shall conclude, with any Party in whose territory the Organization establishes the Directorate, an agreement, to be approved by the Assembly, relating to any facilities, privileges and immunities of the Organization, its Director General, other officers, and representatives of Parties whilst in the territory of the host Government, for the purpose of exercising their functions. The agreement shall terminate if the Directorate is moved from the territory of the host Government.
- (7) All Parties, other than a Party which has concluded an agreement referred to in paragraph (6), shall conclude a Protocol on the privileges and immunities of the Organization, its Director General, its staff, of experts performing missions for the Organization and representatives of Parties whilst in the territory of Parties for the purposes of exercising their functions. The Protocol shall be independent of this Convention and shall prescribe the conditions for its termination.

Article 13

Costs

- (1) The Organization shall keep separate accounts of costs incurred for GMDSS oversight and LRIT Co-ordinator services. The Organization shall, in the Public Services Agreements, and in the LRIT Services Agreements and/or contracts, as appropriate, arrange for the costs associated with the following to be paid by the

Providers and by entities with which the Organization has entered into LRIT Services Agreements and/or contracts:

- (a) the operation of the Directorate;
 - (b) the holding of Assembly sessions and meetings of its subsidiary bodies;
 - (c) the implementation of measures taken by the Organization in accordance with Article 5 to ensure that the Provider carries out its obligation of providing maritime mobile satellite communications services for the GMDSS; and
 - (d) the implementation of measures taken by the Organization in accordance with Article 4 in its role as LRIT Co-ordinator.
- (2) The costs defined in paragraph (1) shall be apportioned between all Providers and among entities with which the Organization has entered into LRIT Services Agreements and/or contracts, as appropriate, according to rules set up by the Assembly.
- (3) No Party shall be obligated to pay for any costs associated with the performance by the Organization of the functions and duties of LRIT Co-ordinator by reason of its status as a Party to this Convention.
- (4) Each Party shall meet its own costs of representation at Assembly sessions and meetings of its subsidiary bodies.

Article 14

Liability

Parties are not, in their capacity as such, liable for the acts and obligations of the Organization or the Providers, except in relation to non-Parties or natural or juridical persons they might represent in so far as such liability may follow from treaties in force between the Party and the non-Party concerned. However, the foregoing does not preclude a Party which has been required to pay compensation under such a treaty to a non-Party or to a natural or juridical person it might represent from invoking any rights it may have under that treaty against any other Party.

Article 15

Legal Personality

The Organization shall have legal personality. For the purpose of its proper functioning, it shall, in particular, have the capacity to contract, to acquire, lease, hold

and dispose of movable and immovable property, to be a party to legal proceedings and to conclude agreements with States or international organizations.

Article 16

Relationship with other International Organizations

The Organization shall cooperate with the United Nations and its bodies dealing with the Peaceful Uses of Outer Space and Ocean Area, its Specialized Agencies, as well as other international organizations, on matters of common interest.

Article 17

Settlement of Disputes

Disputes between Parties, or between Parties and the Organization, relating to any matter arising under this Convention, should be settled by negotiation between the parties concerned. If within one year of the time any party has requested settlement, a settlement has not been reached and if the parties to the dispute have not agreed either (a) in the case of disputes between Parties to submit it to the International Court of Justice; or (b) in the case of other disputes to some other procedure for settling disputes, the dispute may, if the parties to the dispute consent, be submitted to arbitration in accordance with the Annex to this Convention.

Article 18

Consent to be Bound

(1) This Convention shall remain open for signature in London until entry into force and shall thereafter remain open for accession. All States may become Parties to the Convention by:

- (a) Signature not subject to ratification, acceptance or approval, or
- (b) Signature subject to ratification, acceptance or approval, followed by ratification, acceptance or approval, or
- (c) Accession.

(2) Ratification, acceptance, approval or accession shall be effected by the deposit of the appropriate instrument with the Depositary.

(3) Reservations cannot be made to this Convention.

Article 19

Entry into Force

- (1) This Convention shall enter into force sixty days after the date on which States representing 95 percent of the initial investment shares have become Parties to the Convention.
- (2) Notwithstanding paragraph (1), if the Convention has not entered into force within thirty-six months after the date it was opened for signature, it shall not enter into force.
- (3) For a State which deposits an instrument of ratification, acceptance, approval or accession after the date on which the Convention has entered into force, the ratification, acceptance, approval or accession shall take effect on the date of deposit.

Article 20

Amendments

- (1) An amendment to this Convention may be proposed by any Party. The proposed amendment shall be circulated by the Director General to all Parties and to Observers. The Assembly shall consider the proposed amendment not earlier than six months thereafter. This period may in any particular case be reduced by up to three months by a substantive decision of the Assembly. Providers and Observers shall have the right to provide comments and input to Parties concerning the proposed amendment.
- (2) If adopted by the Assembly, the amendment shall enter into force one hundred and twenty days after the Depositary has received notices of acceptance from two-thirds of those States which, at the time of adoption by the Assembly, were Parties. Upon entry into force, the amendment shall become binding upon those Parties that have accepted it. For any other State which was a Party at the time of adoption of the amendment by the Assembly, the amendment shall become binding on the day the Depositary receives its notice of acceptance.

Article 21

Withdrawal

Any Party may, by written notification to the Depositary, withdraw voluntarily from the Organization at any time, such withdrawal to be effective upon receipt by the Depositary of such notification.

Article 22

Depositary

- (1) The Depositary of this Convention shall be the Secretary-General of IMO.
- (2) The Depositary shall promptly inform all Parties of:
 - (a) Any signature of the Convention.
 - (b) The deposit of any instrument of ratification, acceptance, approval or accession.
 - (c) The entry into force of the Convention.
 - (d) The adoption of any amendment to the Convention and its entry into force.
 - (e) Any notification of withdrawal.
 - (f) Other notifications and communications relating to the Convention.
- (3) Upon entry into force of an amendment to the Convention, the Depositary shall transmit a certified copy to the Secretariat of the United Nations for registration and publication in accordance with Article 102 of the Charter of the United Nations.

IN WITNESS WHEREOF the undersigned, duly authorized by their respective Governments, have signed this Convention.

DONE AT LONDON this third day of September one thousand nine hundred and seventy-six in the English, French, Russian and Spanish languages, all the texts being equally authentic, in a single original which shall be deposited with the Depositary, who shall send a certified copy to the Government of each of the States which were invited to attend the International Conference on the Establishment of an International Maritime Satellite System and to the Government of any other State which signs or accedes to this Convention.

[Signatures omitted]

ANNEX

PROCEDURES FOR THE SETTLEMENT OF DISPUTES REFERRED TO IN ARTICLE 17 OF THE CONVENTION

Article 1

Disputes cognizable pursuant to Article 17 of the Convention shall be dealt with by an arbitral tribunal of three members.

Article 2

Any petitioner or group of petitioners wishing to submit a dispute to arbitration shall provide each respondent and the Directorate with a document containing:

- (a) A full description of the dispute, the reasons why each respondent is required to participate in the arbitration, and the measures being requested;
- (b) The reasons why the subject matter of the dispute comes within the competence of a tribunal and why the measures requested can be granted if the tribunal finds in favour of the petitioner;
- (c) An explanation why the petitioner has been unable to achieve a settlement of the dispute by negotiation or other means short of arbitration;
- (d) Evidence of the agreement or consent of the disputants when this is a condition for arbitration;
- (e) The name of the person designated by the petitioner to serve as a member of the tribunal.

The Directorate shall promptly distribute a copy of the document to each Party.

Article 3

(1) Within sixty days from the date copies of the document described in Article 2 have been received by all the respondents, they shall collectively designate an individual to serve as a member of the tribunal. Within that period, the respondents may jointly or individually provide each disputant and the Directorate with a document stating their individual or collective responses to the document referred to in Article 2 and including any counter-claims arising out of the subject matter of the dispute.

(2) Within thirty days after the designation of the two members of the tribunal, they shall agree on a third arbitrator. He shall not be of the same nationality as, or resident in the territory of, any disputant, or in its service.

(3) If either side fails to nominate an arbitrator within the period specified or if the third arbitrator is not appointed within the period specified, the President of the International Court of Justice, or, if he is prevented from acting or is of the same nationality as a disputant, the Vice-President, or, if he is prevented from acting or is of the same nationality as a disputant, the senior judge who is not of the same nationality as any disputant, may at the request of either disputant, appoint an arbitrator or arbitrators as the case requires.

(4) The third arbitrator shall act as president of the tribunal.

(5) The tribunal is constituted as soon as the president is selected.

Article 4

(1) If a vacancy occurs in the tribunal for any reason which the president or the remaining members of the tribunal decide is beyond the control of the disputants, or is compatible with the proper conduct of the arbitration proceedings, the vacancy shall be filled in accordance with the following provisions:

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

(b) If the vacancy occurs as a result of the withdrawal of the president or of a member appointed pursuant to Article 3(3), a replacement shall be selected in the manner described in paragraph (2) or (3), respectively, of Article 3.

(2) If a vacancy occurs for any other reason, or if a vacancy occurring pursuant to paragraph (1) is not filled, the remainder of the tribunal shall have the power, notwithstanding Article 1, upon request of one side, to continue the proceedings and give the final decision of the tribunal.

Article 5

(1) The tribunal shall decide the date and place of its meetings.

(2) The proceedings shall be held in private and all material presented to the tribunal shall be confidential. However, the Organization shall have the right to be present and shall have access to the material presented. When the Organization is a disputant in the proceedings, all Parties shall have the right to be present and shall have access to the material presented.

(3) In the event of a dispute over the competence of the tribunal, the tribunal shall deal with that question first.

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

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

(6) The tribunal shall hear and determine counter-claims arising directly out of the subject matter of the dispute, if the counter-claims are within its competence as defined in Article 17 of the Convention.

(7) If the disputants reach an agreement during the proceedings, the agreement shall be recorded in the form of a decision of the tribunal given by consent of the disputants.

(8) At any time during the proceedings, the tribunal may terminate the proceedings if it decides the dispute is beyond its competence as defined in Article 17 of the Convention.

(9) The deliberations of the tribunal shall be secret.

(10) The decisions of the tribunal shall be presented in writing and shall be supported by a written opinion. Its rulings and decisions must be supported by at least two members. A member dissenting from the decision may submit a separate written opinion.

(11) The tribunal shall forward its decision to the Directorate, which shall distribute it to all Parties.

(12) The tribunal may adopt additional rules of procedure, consistent with those established by this Annex, which are appropriate for the proceedings.

Article 6

If one side fails to present its case, the other side may call upon the tribunal to give a decision on the basis of its presentation. Before giving its decision, the tribunal shall satisfy itself that it has competence and that the case is well-founded in fact and in law.

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Article 7

Any Party or the Organization may apply to the tribunal for permission to intervene and become an additional disputant. The tribunal shall grant permission if it determines that the applicant has a substantial interest in the case.

Article 8

The tribunal may appoint experts to assist it at the request of a disputant or on its own initiative.

Article 9

Each Party and the Organization shall provide all information which the tribunal, at the request of a disputant or on its own initiative, determines to be required for the handling and determination of the dispute.

Article 10

Pending the final decision, the tribunal may indicate any provisional measures which it considers ought to be taken to preserve the respective rights of the disputants.

Article 11

(1) The decision of the tribunal shall be in accordance with international law and be based on:

- (a) The Convention;
- (b) Generally accepted principles of law.

(2) The decision of the tribunal, including any reached by agreement of the disputants pursuant to Article 5(7), shall be binding on all the disputants, and shall be carried out by them in good faith. If the Organization is a disputant, and the tribunal decides that a decision of any organ of the Organization is null and void as not being authorized by or in compliance with the Convention, the decision of the tribunal shall be binding on all Parties.

(3) If a dispute arises as to the meaning or scope of its decision, the tribunal shall construe it at the request of any disputant.

Article 12

Unless the tribunal determines otherwise because of the particular circumstances of the case, the expenses of the tribunal, including the remuneration of the members of the tribunal, shall be borne in equal shares by each side. Where a side consists of more than one disputant, the tribunal shall apportion the share of that side among the disputants on that side. Where the Organization is a disputant, its expenses associated with the arbitration shall be regarded as an administrative cost of the Organization.
