



REFERENCE PUBLIC SERVICES AGREEMENT

BETWEEN

THE INTERNATIONAL MOBILE SATELLITE ORGANIZATION

AND

(THE COMPANY)

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REFERENCE PUBLIC SERVICES AGREEMENT
BETWEEN
THE INTERNATIONAL MOBILE SATELLITE ORGANIZATION
AND
(THE COMPANY)

PUBLIC SERVICES AGREEMENT made on _____ day of _____ 20__ between:

- (1) **THE INTERNATIONAL MOBILE SATELLITE ORGANIZATION** ("the Organization"), an intergovernmental organization established under the Convention on the International Mobile Satellite Organization, 1976, as amended, with its headquarters at 4 Albert Embankment, Lambeth, London, SE1 7SR;
- (2) [.....], ("the Company"), a company incorporated under the law of [....], with its registered office at [....];
- (3) The Organization or the Company being individually referred to as "party" and collectively referred to as "parties";
- (4) This Agreement enters into force on the date the Organization issues the Letter of Compliance to the Company in respect to the services specified in the Statement of Recognition of the Maritime Mobile Satellite Services provided by the Company adopted by International Maritime Organization (IMO); and
- (5) When this Agreement enters into force, the Company shall assume the responsibility to fulfil the financial obligations of this Agreement in accordance with the IMSO Budget Arrangements, as adopted by the IMSO Assembly.

WHEREAS:

- (A) The recognition of maritime mobile satellite systems for use in the GMDSS is made pursuant to:
 1. the Convention on the International Mobile Satellite Organization (IMSO), 1976, as amended;
 2. the International Convention for the Safety of Life at Sea, 1974 (SOLAS), as amended; and
 3. IMO Assembly Resolution A.1001(25), as may be amended or replaced from time to time, titled "Criteria for the Provision of Mobile Satellite Communications Systems in the Global Maritime Distress and Safety System (GMDSS)" and any other IMO instruments related to satellite communications system in the GMDSS;

(B) The Company has been recognized by IMO to participate in the GMDSS;

THIS AGREEMENT sets out the obligations of the Company in relation to the provision of a Recognized Mobile Satellite Service and the rights of the Organization to oversee and ensure the observance by the Company of those obligations within the legal framework established by IMO and IMSO.

IT IS THEREFORE AGREED AS FOLLOWS:

1 INTERPRETATION

1.1 Definitions

In this Agreement the following terms shall have the following meanings:

Assembly means the Assembly of Parties referred to in the IMSO Convention;

Advisory Committee means representatives from between fifteen Parties and a maximum of preferably one-third of the total membership of the Organization, elected at each session of the Assembly, taking into account the need for full geographical representation, for rotation, and for continuity of membership. The Advisory Committee is established by the Assembly on a permanent basis, to carry out, on behalf of and under delegation from the Assembly.

Convention means the Convention on the International Mobile Satellite Organization which entered into force on 16 July 1979, as amended;

Distress and safety communications means ship-to-shore, shore-to-ship and ship-to-ship distress alerts, search and rescue coordinating communications, and maritime safety information and other distress and safety related communications;

GMDSS means the Global Maritime Distress and Safety System as established by the International Maritime Organization;

IMO means the International Maritime Organization;

ICAO means the International Civil Aviation Organization;

IHO means the International Hydrographic Organization;

ITU means the International Telecommunication Union;

Maritime safety information means navigational and meteorological warnings, meteorological forecasts and other urgent safety related messages broadcast to ships;

Most Senior Executive means the most senior responsible executive with power to make commitment on policy and technical matters as appointed by the Company's governing board of directors (or equivalent governing body of the Company);

Parties, when spelled with an uppercase 'P', means the States for which the Convention on the International Mobile Satellite Organization has entered into force;

Provider means an entity that provides a Recognized Mobile Satellite Service and for which a Public Services Agreement with the Organization is in effect;

Public Service Obligations means the obligations of the Company set out in Section 2;

Recognized Mobile Satellite Service means any service which operates through a satellite system and is recognized by the IMO for use in the GMDSS;

Satellites means any or all of the Satellites owned, leased or operated by the Company;

SOLAS Convention means the International Convention for the Safety of Life at Sea, 1974, as amended;

Sponsoring Government means the IMO Member State which applied to IMO for seeking recognition of the services provided by the Company pursuant to the provisions of IMO Resolution A.1001(25) as may be amended or replaced from time to time; and

WMO means the World Meteorological Organization.

1.2 **Headings**

Headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

1.3 **References**

Any references to the IMO instruments in this Agreement are understood to refer to the instrument as amended or superseded according to relevant decisions of IMO.

2 PUBLIC SERVICE OBLIGATIONS

Provision of the Recognized Mobile Satellite Service

2.1 Without prejudice to Section 3, the Company shall provide and ensure the continuity of the Recognized Mobile Satellite Service in accordance with:

- 2.1.1 IMO Resolution A.1001(25) as may be amended or replaced from time to time; any other IMO instruments related to satellite communications system in the GMDSS;
 - 2.1.2 IMO Maritime Safety Committee resolution [number] dated [date]: *Statement of Recognition of Maritime Mobile Satellite Services provided by [Company Name]*, detailing the specific services provided by the Company which have been recognized by IMO;
 - 2.1.3 Convention on the International Mobile Satellite Organization, 1976, as amended; and
 - 2.1.4 this Agreement.
- 2.2 The Organization shall conduct oversight of the GMDSS services on a continuing basis.
- 2.3 The Company shall provide the Recognized Mobile Satellite Service included in the Statement of Recognition to ships at all times.
- 2.4 The Company shall provide the Organization with advanced written notice of:
- 2.4.1 not less than three (3) years for any change or discontinuation of a provision of the Recognized Mobile Satellite Service; and
 - 2.4.2 not less than five (5) years to terminate the Recognized Mobile Satellite Service in its entirety and this Agreement.

Final action on (2.4.1) or (2.4.2) is subject to written confirmation of the Organization and endorsement of the proposed action by IMO.

3 INTERNATIONAL STANDARDS AND REGULATIONS

The Company shall take into account the relevant international standards, regulations, resolutions, procedures and recommendations of the IMO, ICAO, IHO and WMO and shall observe the relevant provisions of the Constitution and Convention of the ITU and the regulations made thereunder.

4 CHARGING POLICY

- 4.1 The Company shall abide by the charging policy established by IMO in Resolution A.707(17), titled "Charges for Distress, Urgency and Safety Messages through the Inmarsat System" and shall observe relevant ITU regulations and IMO recommendations and resolutions.

- 4.2 If ITU or IMO propose changes to the charging policies described in clause 4.1 for such services, the Organization shall consult with the Company regarding any proposed changes to the charging policy.

5 INFORMATION AND COOPERATION

- 5.1 The Company shall provide the Organization with information which directly pertains to the Company's ability to provide the Recognized Mobile Satellite Service, including technical information, in such form, details and frequency as may be determined by the Organization in consultation with the Provider to be necessary and sufficient to enable the Organization to oversee the performance by the Company of its Public Service Obligations.
- 5.2 The Organization shall provide IMO with regular reports, at least once each calendar year, on the performance by the Company of its obligations under Section 2.
- 5.3 The Company shall provide the Organization with information on the means and arrangements prepared by the Company for restoration of the Recognized Mobile Satellite Service in the event of a failure of the mobile satellite communication system operated by the Company. Regular exercises to prove the efficiency and effectiveness of these arrangements shall be planned and conducted by the Company in consultation with and in the presence of the Organization. In the case of any interruption to the Recognized mobile satellite service, the Company shall notify the Organization as soon as possible, but not less than 24 hours before a scheduled interruption and no later than 24 hours after any actual interruption that was not foreseen.
- 5.4 The Organization and the Company hereby undertake to keep confidential, and to ensure that their officers, employees, agents and professional and other advisers keep confidential, any information acquired from the other party pursuant to this Agreement. Confidential information shall not be disclosed to any third party, including other Provider(s), by the Organization or the Company unless the information: was already known to it; or becomes available from other sources not known by it to be bound by a confidentiality obligation; or is independently acquired by it as a result of work carried out by any employee or representative of it to whom no disclosure of such information has been made; or is disclosed with the prior written approval of the other party; or becomes readily ascertainable from published information or trade sources. If the Organization proposes to distribute any such confidential information to Parties, it shall obtain the prior written consent of the Company and require the Parties to take appropriate measures to safeguard the confidentiality of such information, subject to national laws and regulations. In the event there is an inadvertent disclosure of confidential information to a third party, the Organization or the Company will notify the other party in writing immediately and confirm what steps have been taken to seek written confirmation from the third party that such information has been permanently deleted and destroyed.

- 5.5 In the event that the Company or one of the Providers is unable to provide the Recognized Mobile Satellite Service at all times, or achieve compliance with the criteria in resolution A.1001(25), as may be amended or replaced from time to time, the Organization will provide written notification to the IMO on the implications this may have on the remaining Providers that are able to continue to provide Recognized Mobile Satellite Service(s).

6 CONSULTATION

- 6.1 The Organization and the Company shall consult and cooperate regularly, or at the request of any of them at any time, with respect to the implementation of this Agreement.
- 6.2 For purposes of clause 6.1, a Public Services Committee shall be established jointly by the Organization and the Company composed of at least:
- 6.2.1 the Director General of the Organization and or a Senior Executive of the Organization appointed by the Director General; and
 - 6.2.2 the Most Senior Executive of the Company and or a Senior Executive directly appointed by the Most Senior Executive of the Company.
- 6.3 Any Public Services Committee meeting shall be at a mutually convenient time and place with prior written notice to the parties of no less than ten (10) working days.
- 6.4 The Organization and the Company shall consult, as necessary, with respect to the implementation of any amendments or modifications made to the SOLAS Convention relating to the standards, services and systems referred to in Section 2.
- 6.5 The Organization and the Company shall consult, as appropriate, with respect to any proposed change by the Company in the specification of standards, services and systems that relates to the Company's provisions of the capabilities specified in Section 2, before the implementation of the proposed change, and shall observe any recommendation or decision made by the Organization. Where possible, the consultations shall also take place regarding any urgent changes that may be needed to the technical and operational requirements of any of those standards, services and systems to ensure that the Company can comply fully with its obligations under Section 2. Where it is not possible to inform the Organization of such changes in advance, the Company shall advise the Organization as soon as reasonably possible thereafter.
- 6.6 Nothing in this Agreement shall prevent the Organization or the Company from also consulting with any other relevant official public regulatory body regarding such changes.

6.7 Subject to the Rules of Procedure for the IMSO Assembly, the Company shall have the right to attend as an Observer and make representations to the Assembly and its subsidiary bodies, as appropriate, on issues pertaining to this Agreement.

7 COMPLIANCE

7.1 Notwithstanding the provisions of clause 8.1, the Organization and the Company agree each to use reasonable efforts to resolve informally and expeditiously any disagreement or dispute about the Company's compliance with its obligations under this Agreement.

7.2 If the Organization has credible information that indicates that the Company may be in potential noncompliance with the Public Service Obligations specified in clause 2.1 and is unable to resolve the matter through the consultation referred to in clause 6.1 or through the informal means referred to in clause 7.1, the Organization shall issue the Company with a warning letter.

7.3 The warning letter shall, *inter alia*, state as precisely as possible the nature of the potential non-compliance, what action the Company can take to remedy the matter and the time within which the Organization requires the matter to be resolved. The time allowed for resolution may depend on the nature of the potential non-compliance and will take into account any discussions which have taken place with the Company on the issue.

7.4 The warning letter is to be treated as confidential under clause 5.4, including the circumstances surrounding it and the timeline imposed to seek corrective action.

7.5 After issuing the warning letter, the Organization, depending on the seriousness of the potential non-compliance, may:

7.5.1 notify the Company, in writing, that it wishes to convene a meeting of the Public Service Committee referred to in clause 6.2 to discuss the potential non-compliance, in which case the Company shall agree to such a meeting, at the mutual convenience of the parties, within a reasonable time under the circumstances, not to exceed ten (10) working days from the date of the notice; or

7.5.2 notify the Company, in writing, that it wishes to meet with the Most Senior Executive of the Company to discuss the potential non-compliance, in which case the Company shall agree to such a meeting at the mutual convenience of the parties, within a reasonable time under the circumstances, not to exceed ten (10) working days from the date of notice.

7.6 If the issue has been resolved by the Company within the time-period stipulated within the warning letter or within any extension that may be agreed to the satisfaction of the Organization or the level required by clause 2.1, the Organization shall withdraw

the warning letter in writing.

- 7.7 If the issue has not been resolved to the level required by clause 2.1 after a period of time appropriate to the nature of the potential non-compliance, the Organization shall issue the Company with a Letter of Non-compliance.
- 7.8 If the Organization determines that the Company is in non-compliance with the Public Service Obligations specified in clause 2.1 and is unable to resolve the matter through the consultation referred to in clause 6.1 or through the informal means referred to in clause 7.1, the Organization shall issue the Company with a Letter of Non-compliance in accordance with clauses 7.2 to 7.6 as appropriate.
- 7.9 The Letter of Non-compliance shall, *inter alia*, state the exact nature of the non-compliance, what action the Company can take to remedy the matter and the time within which the Organization requires the matter to be resolved. Additionally, the Letter of Non-compliance may include an instruction that the Company rectifies the acts or omissions which have caused the non-compliance to occur. The time allowed for resolution may depend on the nature of the non-compliance and will take into account any discussions which have taken place with the Company on the issue.
- 7.10 The Letter of Non-compliance is confidential between the Organization and the Company, including the circumstances surrounding the Letter of Non-compliance and the timeline imposed to seek compliance. The Organization shall provide the Letter of Non-compliance to the Secretary-General of IMO and invite the Secretary-General to take appropriate measures safeguarding the confidentiality of such information.
- 7.11 Notwithstanding clause 5.4, if the Company does not rectify the non-compliance to the level required by clause 2.1 within the time allowed by the Letter of Non-compliance, the Organization shall immediately recommend to the Secretary-General of IMO whether recognition of the Company's Recognized Mobile Satellite Service may be maintained subject to conditions stipulated by IMO or the Organization or should be suspended or withdrawn.
- 7.12 The Company may, at any time following the issue of a Letter of Non-compliance, request the Sponsoring Government to refer the matter to the Secretary-General of IMO for resolution in accordance with its rules and procedures.
- 7.13 Any decision by IMO in this respect shall be final and binding on both the Organization and the Company, as appropriate. The Organization and the Company shall implement the decision of IMO without delay.
- 7.14 If the Company does not implement the decision of IMO or meet the level required in clause 2.1, the Organization shall withdraw the Company's Letter of Compliance and notify the Secretary-General of IMO along with a recommendation for withdrawal of the Company's Recognized Mobile Satellite Service.

- 7.15 If the Company rectifies the non-compliance, the Organization shall withdraw the Letter of Non-compliance immediately and shall inform any authority who was provided with that letter accordingly.

8 SETTLEMENT OF DISPUTES

- 8.1 The parties shall use all reasonable endeavours to resolve any dispute amicably, which shall include the escalation of such dispute to refer to the Public Services Committee who shall meet to discuss the resolution of such dispute in good faith within twenty (20) working days, unless agreed otherwise of written notice being provided requesting such meeting and setting out the relevant particulars of the dispute.
- 8.2 The Organization and the Company may jointly or individually submit to arbitration any dispute arising out of or in relation to the provisions of this Agreement, other than those arising from decisions taken by IMO.
- 8.3 Any dispute, controversy or claim between the parties arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, which is not settled amicably, shall be finally referred to arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL Rules) then prevailing. The place of arbitration shall be London and the language used in the arbitral proceedings shall be English.
- 8.4 The decision of the Arbitrator shall be binding upon the Organization and the Company.
- 8.5 The Organization and the Company shall promptly implement any decision of the Arbitrator in relation to the provisions of this Agreement.
- 8.6 Any failure by the Company to implement the decisions of the Arbitrator, shall constitute a breach of this Agreement and shall result in termination of this Agreement.
- 8.7 If the Organization fails to implement the decisions of the Arbitrator, the Company may request the Sponsoring Government to refer the matter to the Secretary-General of IMO for resolution in accordance with its rules and procedures.
- 8.8 The Company shall bear all costs associated with the arbitration proceedings, including the Organization's legal fees to the extent such fees are determined by the arbitrator to be reasonable in amount.
- 8.9 The Organization shall inform the Secretary-General of IMO if any matter related to the provision of the Recognized Mobile Satellite Service is referred to arbitration and of any subsequent decision by the Arbitrator.

- 8.10 This Agreement should be interpreted and applied in accordance with the generally recognized principles of contract law, taking into account the special meaning of the terms used in the Agreement and the special status enjoyed by the Organization.

9 COSTS OF THE ORGANIZATION

- 9.1 The Company shall contribute to the costs of the Organization.
- 9.2 The Company shall pay fixed annual fee to the Organization annually in pounds sterling, in accordance with the IMSO Budget Arrangements, as amended. The budget will be agreed and approved by the Assembly. The approved budget will be apportioned among all Companies with which the Organization has concluded a Public Services Agreement, in accordance with the formula adopted by the Assembly.
- 9.3 In preparing the GMDSS budget, the Organization should consult informally with each Provider and any concerns should be notified to the Advisory Committee and the Assembly.
- 9.4 In the event the Organization is required to convene an extraordinary session of the IMSO Assembly, with its associated expenses, to consider an issue or issues relating to this Agreement, or otherwise incurs unanticipated expenses in undertaking its oversight responsibilities under this Agreement, the Organization may demand reimbursement of such costs provided it submits documentary evidence of such expenses to the Company. The Company in turn will enter into negotiation to establish the amount of an additional payment, if any, that it might reasonably be required to make to reimburse the Organization, taking into account the possibility that other Providers might also be expected to share in the reimbursement of such expenses under separate Agreements. The outcome of such negotiation, whether or not it reaches a mutually agreed outcome, shall be brought to the attention of the IMSO Assembly for any action it considers to be appropriate.
- 9.5 In the event this Agreement is terminated with immediate effect as a result of insolvency of the Company the Organization shall retain any monies already contributed by the Company during the current calendar year. Thereafter, the Organization shall rely on the remaining Provider(s) for the GMDSS Budget.
- 9.6 If this Agreement is terminated with immediate effect pursuant to clause 7.11 or 8.6 due to the Company's failure to rectify a non-compliance pursuant to clause 7.11 or its failure to implement the decisions of the arbitrator under clause 8.6, the Company shall continue to pay the Organization its share of the GMDSS budget for the remaining part of the IMSO biennium.

10 ASSIGNMENT

- 10.1 Otherwise than in the case of a merger, acquisition or re-structuring of the Company,

or assignment to a subsidiary or to its holding company or to a subsidiary of that holding company, the Company may not assign any of its rights or obligations under this Agreement in whole or in part without the prior approval in writing of the Organization which approval shall not be unreasonably withheld.

10.2 The Company shall not assign to any other entity, other than to banks or other lending institutions in the normal course of financing transactions, any right to voluntarily wind up the Company under any circumstances unless:

10.2.1 that other entity has entered into a binding agreement with the Organization that secures the continuity of the Recognized Mobile Satellite Service of the Company, to the level required by clause 2.1; and

10.2.2 the Company has received the consent in writing of the Organization, which shall not be unreasonably withheld. Prior to exercising such consent, the Organization will consult with the Company to take into account the surrounding circumstances including the urgency of the request.

10.3 The Company agrees that in the event of a voluntary wind up of the Company, the Company will endeavour to obtain assurances from an assignee who takes control of the Company regarding the continued provision of the Recognized Mobile Satellite Service, stressing the continuing public service obligations in relation to global maritime safety and commercial significance thereof.

11 VOLUNTARY WINDING UP

The Company shall not initiate a voluntary winding up unless occasioned by insolvency. In this case the Company shall, as soon as possible before initiating such winding up, consult with the Organization about any opportunities for an assignee to assume responsibility for maintaining continuity of the Company's Recognized Mobile Satellite Service and for paying the Company's apportioned share of the Organization's GMDSS oversight budget. If the Organization cannot obtain reasonable assurances about those obligations, the Organization may immediately terminate this Agreement.

12 WAIVER

No waiver by the Organization, or the Company or failure to perform any provision of this Agreement shall operate or be construed as a waiver with respect to any other or further failure whether of a like or different character.

13 SEVERANCE

If any provision of this Agreement is finally determined to be, or becomes, invalid, illegal or unenforceable, then such provision shall, so far as invalid or unenforceable, be given no effect and shall be deemed not to be included in this Agreement, but shall

not affect or invalidate the remaining provisions of this Agreement.

14 FORCE MAJEURE

No delay or failure by the Organization or the Company in performing any of their obligations referred to in this Agreement shall constitute a breach of this Agreement nor give rise to any claim or action against either of them to the extent that such delay or failure is caused by an event of *force majeure*. If either the Organization or the Company is unable to carry out any of such obligations by reason of an event of *force majeure*, it shall promptly advise the other thereof in writing and shall use its best endeavours to resume the performance of its obligations so affected.

15 WARRANTIES AND REPRESENTATIONS

- 15.1 Each party represents and warrants to the other that it has full power and authority to enter into, undertake and perform its obligations set out in this Agreement.
- 15.2 The Organization undertakes that it will be consistent and non-discriminatory in the Terms and Conditions it agrees from time to time with other Providers in relation to general provisions, common principles and appropriate obligations.

16 NOTICES

- 16.1 Any notice or other communication required to be given under this Agreement shall be in writing and shall be sent to the party concerned by post or email transmission as follows:

For the International Mobile Satellite Organization:

To: The Director General
International Mobile Satellite Organization
4 Albert Embankment,
Lambeth, London, SE1 7SR
United Kingdom
Email address: dg@imso.com

For the Company: *[insert name, address and email address]*

- 16.2 Either party to this Agreement may change the address or the name of the person for whose attention written notices are to be addressed by serving a notice on the other party in accordance with this clause.
- 16.3 Notices served in accordance with clause 16.1 shall be deemed to have been served

ten (10) working days after the letter was posted or immediately following an email being transmitted to the addressee, provided proof of receipt is obtained.

17 AMENDMENTS

17.1 This Agreement may be amended only by an instrument in writing signed by duly authorized representatives of the Organization, after approval by the Assembly, and the Company.

17.2 Any amendment will come into force on the date stipulated at the time the amendment is agreed.

18 TERMINATION

This Agreement may be terminated:

1. by written agreement between the Organization and the Company; or
2. by written notice of not less than five years given by the Organization to the Company; or
3. by written notice of not less than five years given by the Company to the Organization under clause 2.4.2; or
4. automatically under clause 7.11 and 7.14 with effect from the date that IMO withdraws its recognition of the Company's Recognized Mobile Satellite Service; or
5. by either party under clause 8.6 if the other party fails to implement an arbitration decision; or
6. by the Organization immediately under clause 11, if the Company becomes insolvent or otherwise unable to enter into arrangements with an assignee to maintain the continuity of its Recognized Mobile Satellite Service, including making payment of its apportioned share of the Organization's GMDSS oversight budget.

19 SURVIVAL

19.1 The rights and obligations contained in clauses 9.5 and 9.6 will survive any termination or expiration of this Agreement for the remaining part of the biennium.

19.2 The rights and obligations contained in clause 5.4 will survive any termination or expiration of this Agreement for two years.

19.3 The dispute resolution provisions in Section 8 also survive termination to the extent

they may be applied to 19.1 and 19.2.

Signed on behalf of:

THE INTERNATIONAL MOBILE
SATELLITE ORGANIZATION

Director General

Signed on behalf of:

(THE COMPANY)

The Most Senior Executive

ANNEX

TO THE PUBLIC SERVICES AGREEMENT

LETTER OF COMPLIANCE

MARITIME MOBILE-SATELLITE SERVICES PROVIDED BY

[THE COMPANY]

IN THE GLOBAL MARITIME DISTRESS AND SAFETY SYSTEM (GMDSS)

WHEREAS:

- 1 the International Maritime Organization (IMO) has evaluated and verified the services provided by [*Name of Company*], of [*Address of Company*], registered in [*Location*] with registered number [*Number*], in relation to the technical and operational requirements for participation in the GMDSS set out in IMO Assembly Resolution A.1001(25), and has issued the Company with a Statement of Recognition of the Maritime Mobile Satellite Services provided by the Company in the form of Maritime Safety Committee resolution [*Number*] dated [*Date*]; and
- 2 the International Mobile Satellite Organization (IMSO) has concluded a Public Services Agreement with the Company dated [*Date*],

The services listed in the Maritime Safety Committee resolution [*Number*] on the Statement of Recognition are subject to continuing oversight by IMSO in accordance with the provisions of the Public Services Agreement (PSA) concluded between IMSO and the Company (Clause 2.4 of IMO Assembly Resolution A.1001(25) refers). In particular, the scope and validity of this Letter of Compliance is subject to the provisions of Section 7 of the PSA relating to Compliance.

This Letter of Compliance evidences:

- 1 the entry into force of the PSA concluded between the Organization and the Company; and
- 2 commencement of the Company's financial obligations under the PSA in accordance with the IMSO Budget Arrangements, as adopted by the Assembly.

Signed:
Director General
International Mobile Satellite Organization

Date: